

DOC # 727180  
07/21/2008 03:51PM Deputy: EM  
OFFICIAL RECORD  
Requested By:  
STEWART TITLE - CARSON  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 6 Fee: 44.00  
BK-708 PG-4276 RPTT: 0.00



APN 1419-04-000-014  
1419-04-000-013  
1419-04-000-012

Recording Requested By:

J. Scott Ford  
P.O.Box 1743  
Carson City, NV 89702

FOR RECORDER'S USE ONLY

Agreement

(Title of Document)

AGREEMENT

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of July, 2008, by and between CLEAR CREEK RANCH, LLC (herein "CLEAR CREEK RANCH"), J Scott FORD, (herein "FORD") and John SERPA (herein "SERPA"),

W I T N E S S E T H:

WHEREAS, CLEAR CREEK RANCH is the owner of record of a 2.25% interest of the CLEAR CREEK waters decreed to Roland Varnum (herein "Varnum Water Rights"); and

WHEREAS, FORD is the owner of APN 1419-04-000-013 (herein "FORD Property"), more particularly described in Exhibit "1", attached hereto and by this reference incorporated herein; and

WHEREAS, SERPA is the owner of APN 1419-04-000-014 (herein "SERPA Property"), more particularly described in Exhibit "2", attached hereto and by this reference incorporated herein; and

WHEREAS, the parties are desirous of entering into an agreement in connection with the use of the Varnum Water Rights on the FORD Property and SERPA Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions and other good and valuable consideration as hereinafter set forth, the parties hereto agree as follows:

1. It is acknowledged by the parties hereto that there presently exists a water line from the CLEAR CREEK waters to the pond on the FORD Property, the approximate size of the pond being one acre and thirteen feet deep. Said water line is the subject of an easement recorded as Document Number 727185 of the Official Records of the County Recorder's Office in Douglas County, Nevada. CLEAR CREEK RANCH agrees that its Varnum Water Rights may

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be diverted by the owner of the FORD Property through the above-referenced water line to keep the existing pond on the FORD Property full, it being acknowledged by FORD that diversion of water from the CLEAR CREEK waters to the pond on the FORD Property is subject to availability of water in the CLEAR CREEK waters and limited to the Varnum Water Rights owned by CLEAR CREEK RANCH.

2. Nothing in Paragraph 1 above shall be construed to create or transfer water rights or storage rights, governed by the provisions of Title 48 of the Nevada Revised Statutes, in favor of the owner of the FORD Property.

3. The owner of the FORD Property shall not have the right to use any of the water in its pond other than for firefighting and viewing purposes.

4. Once the pond on the FORD Property is full, the owner of the SERPA Property shall have the right to divert water from the pond on the FORD Property for use on the SERPA Property through a water line within the above-referenced easement. Said right is limited, however, to the quantity of water which continues to flow into said pond from the CLEAR CREEK waters to ensure that the pond remains full; provided, however, that the owner of the SERPA Property shall always have the unlimited right to use the water in the pond on the FORD Property for firefighting purposes.

5. The parties to this Agreement also expressly agree to allow the water in the pond on the FORD Property to be used for firefighting purposes for any other property in the general vicinity of the FORD Property.

6. The owner of the FORD Property shall be responsible for any and all maintenance and repairs of the pond on the FORD



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Property and agrees that the rights granted herein are limited to the size of the existing pond.

7. The parties agree to execute any further documents which are necessary or appropriate to effectuate the terms and conditions of this Agreement.

8. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party or parties to be charged.

9. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses (including attorney's fees and costs) in addition to any other relief.)

10. This Agreement shall be binding on and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the respective parties hereto.

11. This Agreement may only be modified by a writing signed by the party or parties to be charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, or of the same provision at any other time. Any provision of this Agreement that is found to be invalid or unenforceable shall have no effect, but all of the remaining provisions of this Agreement shall remain in full force.

12. Nothing contained in this Agreement, express or implied, is intended to confer upon any person, other than the



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parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

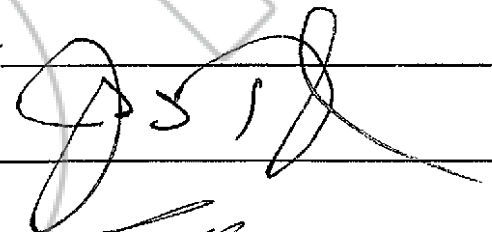

13. Each party signing this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the party purporting to be represented.

14. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

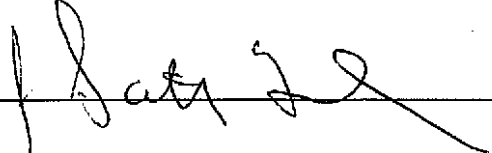
15. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same.

CLEAR CREEK RANCH, LLC

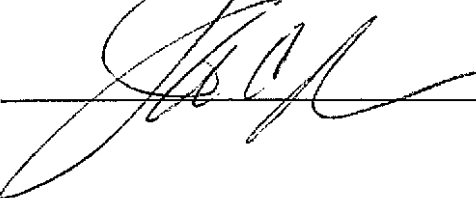
By

  
\_\_\_\_\_  
  
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FORD PROPERTY OWNER:

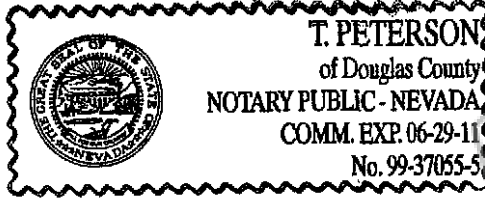
  
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SERPA PROPERTY OWNER:

  
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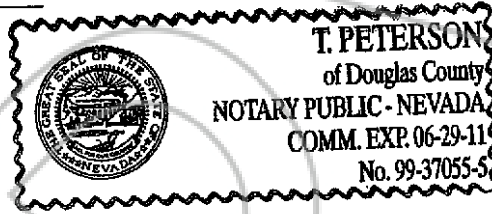
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State of Nevada >  
>ss.  
County of Carson City >

This instrument was acknowledged before me on July 8th, 2008,  
By JAMES TAYLOR

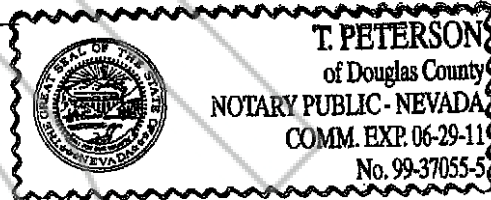
T. Peterson  
Notary Public



State of Nevada >  
>ss.  
County of Carson City >

This instrument was acknowledged before me on July 8th, 2008,  
By LEO HANLY

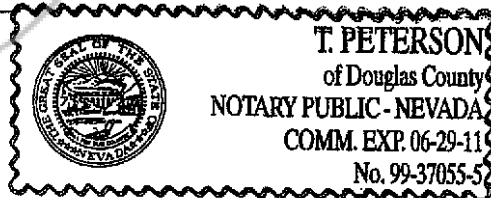
T. Peterson  
Notary Public



State of Nevada >  
>ss.  
County of Carson City >

This instrument was acknowledged before me on July 8th, 2008,  
By J. Scott Ford

T. Peterson  
Notary Public



State of Nevada >  
>ss.  
County of Carson City >

This instrument was acknowledged before me on July 8th, 2008,  
By JOHN C. SERPA

T. Peterson  
Notary Public

