

3.

RECORDING REQUESTED BY

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 18 Fee: 31.00
BK-0511 PG- 1687 RPT: 0.00



WHEN RECORDED MAIL TO
JENNIFER MAHE, ESQ.
ALLISON, MacKENZIE, PAVLAKIS,
✓ WRIGHT & FAGAN, LTD.
402 North Division Street
P.O. Box 646
Carson City, NV 89702

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

- The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030
- The party executing this document hereby affirms that this document submitted for recording does contain the social security number of a person or persons as required by NRS 440.350



Signature

EASEMENT AGREEMENT

APN: 1220-10-701-002

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JENNIFER MAHE, ESQ.
ALLISON, MacKENZIE,
PAVLAKIS, WRIGHT & FAGAN, LTD.
402 North Division Street
P.O. Box 646
Carson City, NV 89702

The parties executing this document
hereby affirm that this document
submitted for recording does not contain
the social security number of any
person or persons pursuant
to NRS 239B.030

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made effective as of this 11th day of April,
2011, by DOUGLAS COUNTY HEALTHCARE, INC., a Nevada corporation, (hereinafter
referred to as "GRANTOR") and ALLERMAN-UPPER VIRGINIA IRRIGATION COMPANY,
INC., a Nevada corporation (hereinafter referred to as "GRANTEE");

WITNESSETH:

WHEREAS, GRANTOR owns real property in Douglas County, Nevada
commonly identified as 1062 Riverview Drive, Gardnerville, NV, Assessor's Parcel No. 1220-10-
701-002 (the "Property"), and more particularly described in Exhibit "A" attached hereto and
incorporated herein by this reference;

WHEREAS, GRANTEE is the entity responsible for managing the Allerman-Upper Virginia Ditch, a portion of which runs through the Property;

WHEREAS, GRANTOR has agreed to grant GRANTEE three (3) easements through and across the Property for the sole purposes as follows: (a) for installation of improvements for the conveyance and distribution of water; (b) for access to the improvements for the conveyance and distribution of water for the purpose of inspecting, cleaning, maintaining, operating, repairing and reconstructing the underground utilities; and, (c) ingress and egress across any roads constructed by GRANTOR, all such easements being pursuant to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the above-referenced recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Water Easement. GRANTOR hereby grants, bargains and conveys unto the undersigned GRANTEE, and to its respective successors and assigns, a perpetual non-exclusive easement across and through the Property for the installation of improvements for the conveyance and distribution of water ("Water Easement"). The Water Easement shall encompass a twenty (20) foot corridor along a portion of the Property's boundary line that follows U.S. Highway 395. Thereafter the Water Easement will turn westerly towards the Upper Field Ditch and encompass a twenty-five (25) foot corridor, all as more particularly depicted on the map attached hereto as Exhibit "B" and incorporated herein by this reference. The Water Easement shall also encompass a sediment collection basin at the outlet of the Virginia Ditch which is

located in the easterly corner of the Property. The portion of the Water Easement for the sediment collection basin shall encompass an area approximately 100 feet by 100 feet, as is more particularly depicted on Exhibit "B." Further, the Water Easement shall include two diversion structures. One diversion structure at the termination of the northwesterly easement corridor at the Upper Field Ditch. The other diversion structure located along the Property's boundary that borders U.S. Highway 395, at the point where the existing box culvert runs under U.S. Highway 395. The locations of both diversion structures are depicted on Exhibit "B." A metes and bounds description for the Water Easement is attached hereto as Exhibit "C" and incorporated herein by this reference.

2. Access Easement. GRANTOR hereby grants, bargains and conveys unto the undersigned GRANTEE, and to its respective successors and assigns, a perpetual non-exclusive easement across and through the Property for access, ingress and egress, inspection, cleaning, maintenance, operation and repair of improvements for the conveyance and distribution of water ("Access Easement"). The Access Easement shall encompass a forty (40) foot corridor which includes the twenty (20) foot corridor of the Water Easement and shall also include an additional twenty (20) foot corridor along the north easterly boundary of the Water Easement corridor, as more particularly depicted on Exhibit "B." Additionally, the Access Easement shall encompass a thirty (30) foot corridor from River View Drive, along the Property's boundary, to the corridor for the Water Easement, as more particularly depicted on Exhibit "B." Accordingly, GRANTEE will be permitted twenty (20) feet pursuant to the Water Easement within which to install improvements for the conveyance and distribution of water and forty (40) feet, inclusive

of the twenty (20) feet for the Water Easement, for access, ingress and egress, inspection, cleaning, maintenance, operations and repair of the improvements for the conveyance and distribution of water. A metes and bounds description for the Access Easement is attached hereto as Exhibit "D" and incorporated herein by this reference.

3. Ingress and Egress Easement. GRANTOR hereby grants, bargains and conveys unto the undersigned GRANTEE, and to its respective successors and assigns, a perpetual non-exclusive easement across and through any roads constructed by GRANTOR upon the Property for ingress and egress to the Water Easement and the Access Easement.

4. Restriction Upon Use. The only above ground structures to be constructed or installed by GRANTEE within these easements shall be the sediment collection basin and the two diversion structures. All other improvements of any nature or description constructed or installed by GRANTEE, including pipelines, shall be installed underground.

5. GRANTOR's Rights. GRANTOR shall have the right to install its own improvements within the easements granted to GRANTEE herein, including the installation of above-ground improvements, including, but not limited to, landscaping, roads and parking lots, and underground improvements, including, but not limited to, underground utilities for sewer and water. GRANTOR shall not be required to obtain permission from GRANTEE prior to construction of such improvements, however, GRANTOR shall provide notice of the location of any underground improvements to GRANTEE within thirty (30) days of completion of the underground improvements. The only limitation on GRANTOR's right to install improvements within these easements shall be that no buildings will be constructed within either the Water Easement or the Access Easement.

6. Term. The easements are granted to the GRANTEE and its successors for an indefinite period of time from the date of execution of this Agreement unless extinguished by a written instrument signed and recorded by both parties hereto.

7. Maintenance. The undersigned GRANTEE shall be solely responsible for maintaining the easements at the sole cost and expense of the GRANTEE. Should GRANTEE's maintenance of the easements ever require excavation of a portion of the underground pipelines, GRANTEE shall provide GRANTOR at least 30 days written notice prior to undertaking such work and all such work shall be completed within 10 days from the beginning of such work. Further, GRANTEE shall be responsible for restoring any of GRANTOR's improvements which are impacted by GRANTEE's work to the same, or better, condition than they were in prior to the excavation. If GRANTOR or its successor and assign, shall cause any damage to GRANTEE's underground pipelines or improvements, GRANTOR shall bear the cost of the repairs and site restoration.

8. Grantor's Right To Utilize Sediment Removal Line. GRANTOR shall have the right to connect its own sediment removal line or storm drain line to any sediment removal line installed by GRANTEE so long as the eventual discharge of sediment occurs on the Property. GRANTOR will remove accumulated sediments as necessary at the point where the sediment removal line terminates so long as the termination point is on the Property.

9. Entire Agreement. This Easement Agreement, including all the exhibits incorporated herein by reference, sets forth all (and is intended by the parties to be an integration of all) of the representations, promises, agreements, and understandings among the parties hereto with respect to the rights, privileges and obligations of the parties. There are no representations,

promises, agreements, or understandings, oral or written, express or implied, among the parties other than as set forth or incorporated herein.

10. Modification of Agreement. Any modification of this Easement Agreement or additional obligation assumed by either party in connection with this Easement Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party and recorded.

11. Attorneys' Fees. If any party brings any action or proceeding to interpret or enforce this Easement Agreement or for damages for any alleged breach hereof, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Prevailing party shall be defined to include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

12. Choice of Law. This Agreement and all the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada. Any action to construe, enforce and/or interpret this Agreement shall be brought in the Ninth Judicial District Court of Nevada, in and for Douglas County, and said court shall have exclusive and sole jurisdiction with respect to any such action.

13. Successors and Assigns. It is understood and agreed by the parties hereto that the burden and benefit of these easements shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest to said parcel or any part thereof.

14. Miscellaneous. If any provision of this Easement Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain valid, enforceable and in full force and effect.

15. Recordation. The parties hereto covenant and agree that this Easement Agreement shall be recorded.

16. Notices. Whenever a provision is made under this Easement Agreement for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally, sent by United States mail, certified, postage prepaid, or by a reputable overnight courier service addressed at the addresses set forth below or at such address as either party may advise the other from time to time or in the absence of such designation to the person and address shown on the then current real property tax rolls of the County of Douglas, State of Nevada.

GRANTOR: DOUGLAS COUNTY HEALTHCARE, INC.
285 S. Farnham St.
Galesburg, IL 61401

GRANTEE: ALLERMAN-UPPER VIRGINIA IRRIGATION
COMPANY, INC.
2315 Highway 395
Minden, NV 89423

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For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified in this Section, as shown on the return receipt, (b) the date of actual receipt of the notice or other document by the person or entity specified in this Section, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of the notice of refusal or notice of non-delivery by the sending party.

17. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date and year first above written.

"GRANTOR"

"GRANTEE"

DOUGLAS COUNTY HEALTHCARE, INC.,
a Nevada corporation

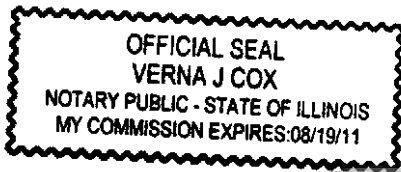
ALLERMAN-UPPER VIRGINIA
IRRIGATION COMPANY, INC.,
a Nevada corporation

By: Donald E. Fike
DONALD E. FIKE, President

By: _____
ANDRE ALDAX, President

ILLINOIS
STATE OF NEVADA)
COUNTY OF KNOX : ss.
CARSON CITY)

On March 21, 2011, personally appeared before me, a notary public, DONALD E. FIKE, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the President of DOUGLAS COUNTY HEALTHCARE, INC., a Nevada corporation, and who further acknowledged to me that he executed the foregoing Easement Agreement on behalf of said corporation.



Verna J. Cox
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
CARSON CITY)

On _____, 2011, personally appeared before me, a notary public, ANDRE ALDAX, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the President of ALLERMAN-UPPER VIRGINIA IRRIGATION COMPANY, INC., a Nevada corporation, and who further acknowledged to me that he executed the foregoing Easement Agreement on behalf of said corporation.

NOTARY PUBLIC



For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified in this Section, as shown on the return receipt, (b) the date of actual receipt of the notice or other document by the person or entity specified in this Section, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of the notice of refusal or notice of non-delivery by the sending party.

17. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date and year first above written.

"GRANTOR"

"GRANTEE"

DOUGLAS COUNTY HEALTHCARE, INC.,
a Nevada corporation

ALLERMAN-UPPER VIRGINIA
IRRIGATION COMPANY, INC.,
a Nevada corporation

By: _____
DONALD E. FIKE, President

By: Andre Aldax
ANDRE ALDAX, President

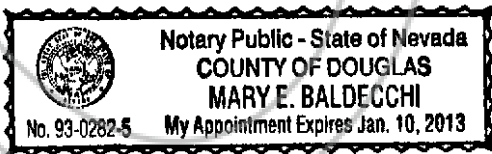
STATE OF NEVADA)
 : ss.
CARSON CITY)

On _____, 2011, personally appeared before me, a notary public, DONALD E. FIKE, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the President of DOUGLAS COUNTY HEALTHCARE, INC., a Nevada corporation, and who further acknowledged to me that he executed the foregoing Easement Agreement on behalf of said corporation.

NOTARY PUBLIC

STATE OF NEVADA)
County of Douglas : ss.
CARSON CITY)

On April 11, 2011, personally appeared before me, a notary public, ANDRE ALDAX, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the President of ALLERMAN-UPPER VIRGINIA IRRIGATION COMPANY, INC., a Nevada corporation, and who further acknowledged to me that he executed the foregoing Easement Agreement on behalf of said corporation.



Mary E. Baldecchi

NOTARY PUBLIC

EXHIBIT "A"

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All the certain lot, piece, parcel or portion of land situate, lying and being with Section 10, Township 12 North, Range 20 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

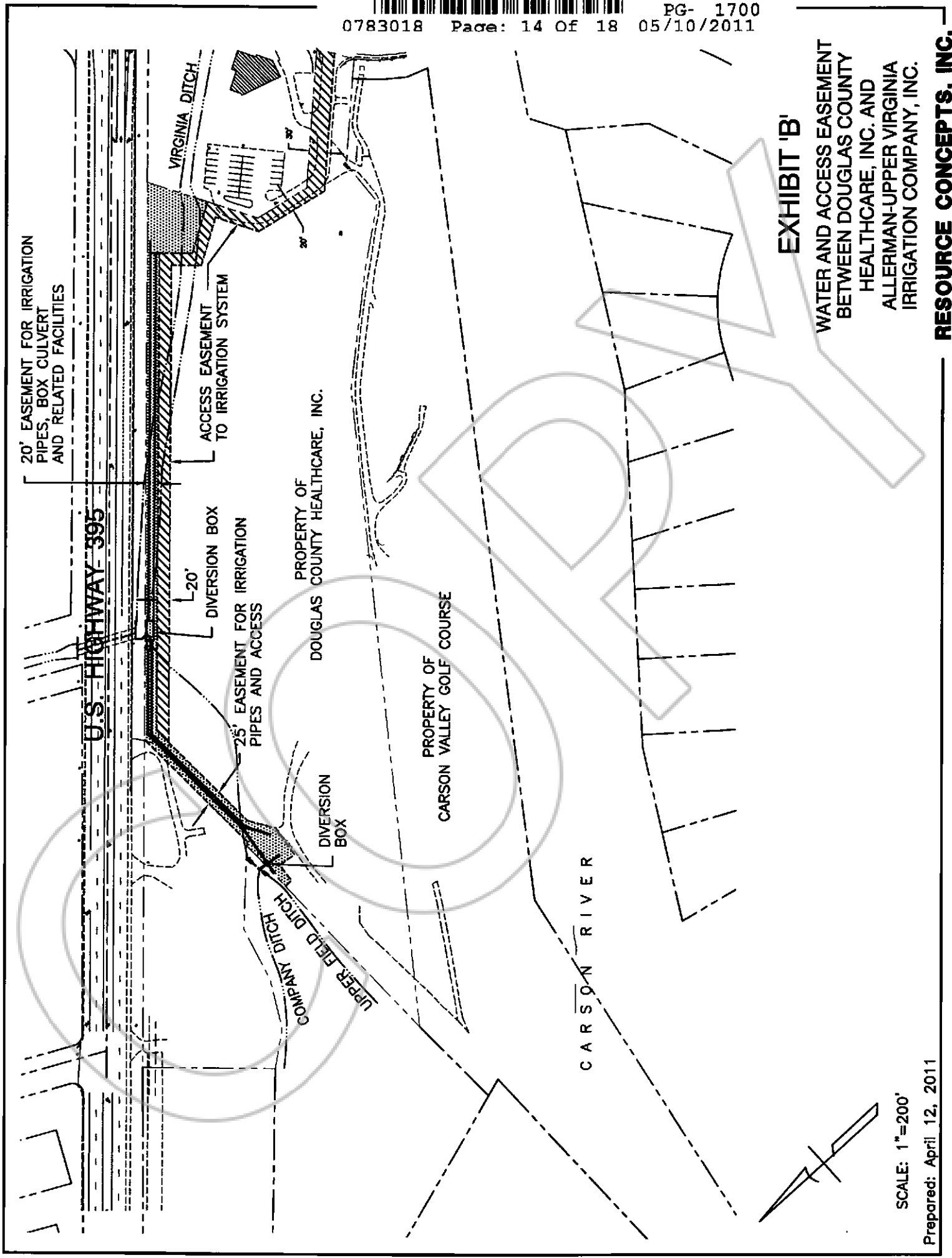
Parcel 2 as shown on the Parcel Map for Sierra View Enterprises filed for record in Book 992, at Page 254, as Document No. 287403, Official Records of Douglas County, Nevada.

Excepting therefrom all that portion located along the Northeasterly boundary line of said parcel as described in Deed recorded August 11, 1992, in Book 892, Page 1434, as Document No. 285622, Official Records of Douglas County, Nevada.

And excepting therefrom all that portion of Parcel 2 as shown on aforesaid Parcel Map described as follows:

Commencing at the Southwesterly corner common to said Parcels 1 and 2 which point is the TRUE POINT OF BEGINNING; Thence along the Southwesterly line of said Parcel 2 South 45°59'05" East a distance of 142.47 feet; Thence leaving said line North 44°26'06" East a distance of 220.66 feet to a point on the Southwesterly right of way line of Highway 395 as described in Deed filed for record in Book 892, at Page 1434, as Document No. 285622 Official Records of Douglas County, Nevada; Thence along said right of way line North 45°32'00" West a distance of 142.35 feet to a point on the line between said Parcels 1 and 2; Thence along said line South 44°28'00" West a distance of 219.30 feet to the TRUE POINT OF BEGINNING.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Corporation Grant Deed, recorded in the office of the County Recorder of Douglas County, Nevada on July 2, 2004, in Book 0704, Page 01342, as Document No. 0617883, of Official Records.



20' EASEMENT FOR IRRIGATION PIPES, BOX CULVERT AND RELATED FACILITIES

U.S. HIGHWAY 395

VIRGINIA DITCH

ACCESS EASEMENT TO IRRIGATION SYSTEM

20'

25' EASEMENT FOR IRRIGATION PIPES AND ACCESS

PROPERTY OF DOUGLAS COUNTY HEALTHCARE, INC.

PROPERTY OF CARSON VALLEY GOLF COURSE

DIVERSION BOX

UPPER FIELD DITCH

CARSON RIVER

EXHIBIT 'B'

WATER AND ACCESS EASEMENT BETWEEN DOUGLAS COUNTY HEALTHCARE, INC. AND ALLERMAN-UPPER VIRGINIA IRRIGATION COMPANY, INC.

RESOURCE CONCEPTS, INC.

SCALE: 1"=200'

Prepared: April 12, 2011

EXHIBIT "C"

DOUGLAS COUNTY HEALTHCARE, INC.
to
ALLERMAN-UPPER VIRGINIA IRRIGATION COMPANY, INC.
Water Easement
APN: 1220-10-701-002
Legal Description

An irregular strip of land located within a portion of the north one-half of the southeast one-quarter of Section 10, Township 12 North, Range 20 East, MDM, Douglas County, Nevada and being more particularly described as follows:

BEGINNING at a point on the southwesterly right of way line of US Highway 395 being a common corner between the grantor and Pinther Properties, LLC which bears S 72°25'01" E, 2,109.21 feet from the center of said Section 10 as shown on the Parcel Map for Sierra View Enterprises, Document No. 287403.

thence S 61°33'04" W, along a line common with the grantor and Pinther Properties, LLC, 128.57 feet;

thence N 27°47'43" W, 78.61 feet;

thence N 44°30'14" E, 78.94 feet;

thence N 45°32'00" W, 777.15 feet;

thence S 88°23'55" W, 237.80 feet;

thence S 60°36'08" W, 50.99 feet;

thence N 81°04'42" W, 51.47 feet;

thence N 08°58'35" E, 29.32 feet;

thence N 81°04'42" W, 35.74 feet;

thence N 07°44'35" E, 13.31 feet to a point on the line common with the grantor and lands reputedly of Nancy Nelson per Document 648156;

thence along said common line, S 89°45'39" E, 93.66 feet;

thence S 44°04'45" E, 8.27 feet;

thence N 88°23'55" E, 265.60 feet to a point on the southwesterly right of way line of US Highway 395;

thence S 45°32'00" E, along said southwesterly right of way line, 905.19 feet to the POINT OF BEGINNING;

Containing 37,061 square feet more or less.

The Basis of Bearing is the centerline of US Highway 395 per Record of Survey for Elva B. McAdam; Document No. 23567 (N 45°32'00" W).

Prepared By:
Darryl M. Harris, P.L.S. #6497
Resource Concepts, Inc.
P.O. Box 11796
Zephyr Cove, NV 89448
(775) 588-7500

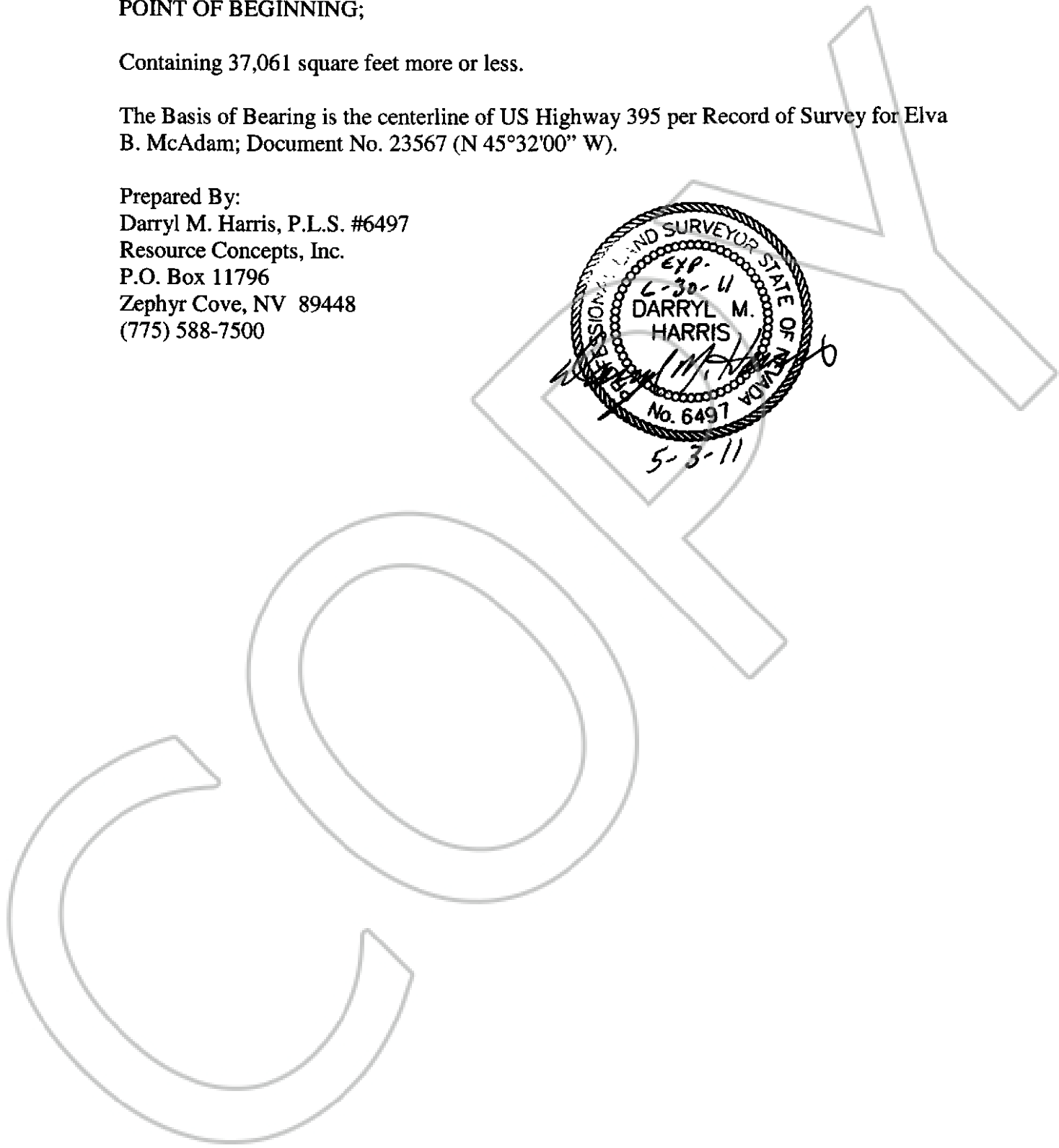
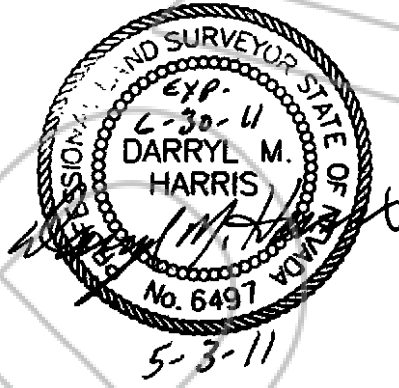


EXHIBIT "D"

DOUGLAS COUNTY HEALTHCARE, INC.
to
ALLERMAN-UPPER VIRGINIA IRRIGATION COMPANY, INC.
Access Easement
APN: 1220-10-701-002
Legal Description

An irregular strip of land located within a portion of the north one-half of the southeast one-quarter of Section 10, Township 12 North, Range 20 East, MDM, Douglas County, Nevada and being more particularly described as follows:

BEGINNING at a point on the northerly right of way line of Riverview Drive being a common corner between the grantor and Pinther Properties, LLC which bears S 62°49'42" E, 2,198.56 feet from the center of said Section 10 as shown on the Parcel Map for Sierra View Enterprises, Document No. 287403.

thence S 61°33'00" W, along said northerly right of way line, 30.17 feet;

thence continuing along said northerly right of way line, 0.66 feet along the arc of a curve to the left having a central angle of 00°09'03" and a radius of 250 feet, (chord bears S 61°28'29" W, 0.66 feet);

thence N 41°45'39" W, 227.17 feet;

thence N 12°44'21" E, 126.75 feet;

thence N 61°33'04" E, 74.18 feet;

thence N 27°47'43" W, 73.45 feet;

thence N 44°30'14" E, 73.54 feet;

thence N 45°32'00" W, 776.41 feet;

thence N 88°23'55" E, 27.77 feet;

thence S 45°32'00" E, 777.15 feet;

thence S 44°30'14" W, 78.94 feet;

thence S 27°47'43" E, 78.61 feet to a point on the line common with the grantor and Pinther Properties, LLC;

thence along said common line, the following three courses;

1. S 61°33'04" W, 84.88 feet;
2. S 12°44'21" W, 95.10 feet;
3. S 41°45'39" E, 231.10 feet to the POINT OF BEGINNING;

Containing 29,264 square feet more or less.

The Basis of Bearing is the centerline of US Highway 395 per Record of Survey for Elva B. McAdam; Document No. 23567 (N 45°32'00" W).

Prepared By:
Darryl M. Harris, P.L.S. #6497
Resource Concepts, Inc.
P.O. Box 11796
Zephyr Cove, NV 89448
(775) 588-7500

