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OFFICIAL RECORDS

Requested By:
FIRST AMERICAN TITLE INS CO

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 3 Fee: \$ 16.00

Bk: 0513 Pg: 6165



Deputy ar

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: Agreement Regarding Water Rights

THIS INSTRUMENT IS BEING RECORDED
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WHEN RECORDED MAIL TO:

✓ BENTLY FAMILY Limited Partnership

1411 Orbit Way

Minden, N. 89423

AGREEMENT REGARDING WATER RIGHTS

THIS AGREEMENT regarding water rights is entered into this 01 day of May, 2013, by and between the Bently Family Limited Partnership (BFLP) and the Edmondson 2001 Trust (Trust), pertaining to water rights associated with property owned by each, as follows:

WITNESSETH

A. BFLP is the owner of property in Douglas County, Nevada, on Autumn Hills Road identified as Douglas County Assessor's Parcel No. 1219-09-001-018.

B. BFLP is also the owner of the water rights appurtenant to said property which are represented by Certificate No. 5961 (Application 18720) for 22.84 acre feet of water rights ("Water Rights").

C. Trust is the owner of adjacent property in Douglas County, Nevada, identified as Douglas County Assessor's Parcel No. 1219-09-001-019.

D. BFLP and Trust have agreed to a boundary line adjustment whereby a portion of the BFLP property will be purchased by and transferred to the Trust property.

E. The purpose of this Agreement is to clarify the respective rights and obligations of the parties, as well as the ownership, with reference to the subject Water Rights.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Trust acknowledges ownership of the water rights by BFLP appurtenant to the property to be acquired by the Trust and waives any and all claim thereto.

2. BFLP acknowledges the existence of water features on the Trust property and on the BFLP property to be acquired by the Trust. BFLP acknowledges the right of Trust to manage said waters in a manner determined by the Trust, subject only to the restrictions that the Trust not interfere with the flow of such waters onto BFLP property, and that the Trust not use any such waters for any consumptive purpose.

3. Trust acknowledges the right of BFLP in such Water Rights, and BFLP's ownership thereof, and BFLP's right for access onto Trust's property to manage said water rights as may from time to time be necessary or appropriate to maintain the spring, ditch and Water Rights. Such access shall be based upon a twenty-four (24) hour notice of intent to access by BFLP, which right and such access not be unreasonably refused. Such access shall be by foot or small vehicle, as necessary. BFLP shall endeavor to restore any disturbance caused in connection with its entity and work.

4. This Agreement shall inure to the benefit of and shall burden the heirs, successors, assigns and grantees of the referenced property owned by the Trust and by BFLP. The referenced water rights shall be hereafter managed and used in accordance with this Agreement.

AGEEMENT REGARDING WATER RIGHTS

5. In the event that it becomes necessary for either party hereto to employ the services of an attorney, with or without litigation, the losing party in the controversy agrees to pay to the prevailing party reasonable attorney's fees, costs and expenses as are incurred.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

BENTLY FAMILY LIMITED PARTNERSHIP

EDMONDSON 2001 TRUST

By: Susan Carbiener
Susan Carbiener, as Vice-President of Gibson Tool & Supply, which is the the General Partner of The Bently Family Limited Partnership

By: Philip Edmondson
Philip Edmondson

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SUBSCRIBED and SWORN to before me this 2nd day of MAY, 2013.

SUBSCRIBED and SWORN to before me this 1st day of MAY, 2013.

Letitia G. Tognotti
Notary Public

Ryan Van Buren
Notary Public

