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12/24/2013 11:04 AM

OFFICIAL RECORDS

Requested By:  
DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 6      Fee: \$ 0.00  
Bk: 1213 Pg: 4554



Deputy: pk

Assessor's Parcel Number: N/A

Date: DECEMBER 24, 2013

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS  
(CR)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

**CORRECTED WATER RIGHTS DEDICATION  
AND ALLOCATION AGREEMENT #2013.277**

(Title of Document)

FILED

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2013 DEC 24 AM 9:22

### CORRECTED WATER RIGHTS DEDICATION AND ALLOCATION AGREEMENT

TED THUAN  
CLERK

This Corrected Water Rights Dedication and Allocation Agreement (the "Agreement") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and Timber Properties, LLC, a Nevada limited liability company ("Timber Properties"). County and Timber Properties are at times collectively referred to as the "Parties" or individually as the "Party."

**WHEREAS**, County owns and operates a water distribution system located in Douglas County;

**WHEREAS**, Timber Properties warrants and represents that it is the owner of the real property commonly known as the Old Saw Mill Industrial Park (Douglas County LDA No. 06-016) (the "Industrial Park");

**WHEREAS**, Timber Properties warrants and represents to County that it has acquired the Water Rights dedicated to County for the development of the Industrial Park;

**WHEREAS**, Timber Properties and County entered a Water Rights Dedication and Allocation Agreement recorded as Document Number 0831752 in Book 1013, Page 1480, with the Douglas County Recorder's Office on October 7, 2013 (the "Dedication and Allocation Agreement");

**WHEREAS**, the Parties have discovered a clerical error in the identification of the Douglas County Assessor's Parcel Numbers affected by the Dedication and Allocation Agreement recorded by the Parties; and

**WHEREAS**, the Parties desire to correct the error in the Dedication and Allocation Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, County and Timber Properties mutually agree as follows:

**1. DEDICATION OF WATER RIGHTS.** At Timber Properties' specific request, the Parties mutually agree that the 15.0 acre-feet of Water Rights dedicated to the Industrial Park shall be allocated and dedicated as follows:

Assessor's Parcel No. 1220-11-001-042	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-043	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-044	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-045	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-046	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-047	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-048	0.75 acre-feet

Assessor's Parcel No. 1220-11-001-049	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-050	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-051	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-052	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-053	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-054	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-055	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-056	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-057	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-058	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-059	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-060	0.75 acre-feet
Assessor's Parcel No. 1220-11-001-061	0.75 acre-feet

**2. CONNECTION PERMITS.** Timber Properties understands and agrees that the dedication of the Water Rights does not eliminate the need for each parcel within the Industrial Park to obtain a connection permit from County, to comply with all applicable County ordinances, and to pay the applicable fees and charges to connect to the County operated water system. If the connection permit requires the dedication of more water rights than the 0.75 acre-feet of water dedicated and allocated to each parcel pursuant to this Agreement, then it is understood and agreed that the applicant for the connection permit will be required to pay a fee, as then established by the Douglas County Board of Commissioners, in lieu of the dedication of additional water rights from Timber Properties or any other person or entity. If less than 0.75 acre-feet is required for a connection permit for a parcel, then the balance of the unused water rights shall be retained by County and shall not revert to any person or entity.

**3. CONSTRUCTION OF AGREEMENT AND DISPUTE RESOLUTION.** The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas. Attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against the other Party.

**4. COMPLIANCE WITH APPLICABLE LAWS.** Timber Properties promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

**5. FURTHER ASSURANCES.** The Parties each agree to perform any further acts and to execute and deliver any additional instruments and agreements as the other may reasonably require to consummate, evidence, or confirm the dedication of the Water Rights.

**6. INDEMNIFICATION.** To the fullest extent permitted by law, Timber Properties shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses including, without limitation, reasonable attorneys' fees and costs, arising from or related to the transfer or dedication of the Water Rights.

**7. PUBLIC RECORDS LAW.** The Parties expressly understand and agree that all documents submitted, filed, or deposited with County by Timber Properties, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Timber Properties expressly and indefinitely waives all of Timber Properties' right to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**8. MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties. The language, terms and conditions contained within this Agreement shall take precedence over the language, terms and conditions contained in any exhibit or addendum that may be attached to this Agreement.

**9. AUTHORITY.** Timber Properties represents and warrants that it has the authority to enter into this Agreement.

**10. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:**

Public Works Department  
Post Office Box 218  
Minden, Nevada 89423

**To Timber Properties:**

Mr. Jeff Wass  
Timber Properties LLC  
1767 Solitude Lane  
Gardnerville, NV 89410

**11. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Timber Properties or County.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Agreement to be signed this 20th day of December, 2013, and intend to be legally bound thereby.

**Douglas County**

By: Carl Ruschmeyer 12/20/13  
Carl Ruschmeyer, PE (Date)  
Director of Public Works

**Timber Properties LLC**

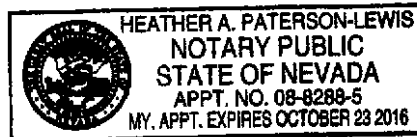
By: Jeffrey S. Wass 12/18/13  
Jeffrey S. Wass, Manager (Date)

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing Water Rights Dedication and Allocation Agreement was acknowledged before me on this 18th day of December, 2013, by Jeffrey S. Wass who acknowledged to me that he is a Manager of Timber Properties LLC and, being duly authorized, he executed the above instrument with full authority to bind Timber Properties LLC.

WITNESS my hand and official seal.

By: Heather A. Paterson-Lewis  
Notary Public



**Timber Properties LLC**

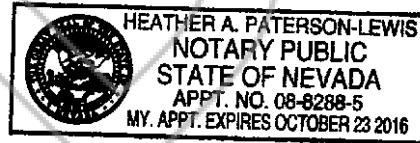
By: *Terry L. Martinez* 12/18/13  
Terry L. Martinez, Manager (Date)

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing Water Rights Dedication and Allocation Agreement was acknowledged before me on this 18<sup>th</sup> day of December, 2013, by Terry L. Martinez who acknowledged to me that she is a Manager of Timber Properties LLC and, being duly authorized, she executed the above instrument with full authority to bind Timber Properties LLC.

WITNESS my hand and official seal.

By: *Heather A. Paterson-Lewis*  
Notary Public



Douglas County State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

18<sup>th</sup> day of Dec, 2013  
By: *Heather A. Paterson-Lewis* Deputy