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APN: 1320-33-402-080

RECORDING REQUESTED BY AND MAIL TO:

✓ The Town of Gardnerville
c/o Rowe Hales Yturbide, LLP
P.O. Box 2080
1638 Esmeralda Avenue
Minden, NV 89423



00018466201508663030090098

KAREN ELLISON, RECORDER

DITCH IRRIGATION AND MAINTENANCE EASEMENT

THIS Ditch Irrigation and Maintenance Easement ("Easement") is entered into this 12~~th~~ day of June, 2015, by and between the Grantor, the Town of Gardnerville, an unincorporated town ("Grantor") and any downstream user of the Martin Slough waters ("Grantees"). Grantor and Grantees are sometimes individually referred to as "Party" and may collectively referred to as "Parties".

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property located in Douglas County, Nevada, commonly identified as Douglas County Assessor's Parcel No.1320-33-402-080, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor desires to grant, and Grantees desire to acquire, a perpetual non-exclusive variable width ditch irrigation and maintenance easement over, through and under those portions of the property depicted, and more particularly described, in Exhibit "A" attached hereto and incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantees hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein.
2. **Grant of Easement:** The Grantor hereby grants and conveys to the Grantees a perpetual non-exclusive, rent free, variable width ditch and irrigation maintenance easement over, through and under the Easement Area for the following purposes:
 - a. The maintenance and repair (including necessary replacements and reconstruction) of the improvements located within the Easement Area and any appurtenances reasonably connected therewith shall be performed and paid for by Grantor; provided, however,

that the Grantees shall have the right, should Grantor, after thirty (30) days written notice provided by Grantees specifying the maintenance or repair needed, neglect, refuse or fail to maintain and repair the improvements within the Easement Area, to enter the Easement Area and conduct such maintenance and repair (including necessary replacements and reconstruction) of the improvements located within the Easement Area and any appurtenances reasonably connected therewith. Should Grantees maintain and repair the improvements located within the Easement Area, the existing improvements within the Easement Area shall not be materially changed without the written consent of Grantor; and

b. Upon Grantor's failure to do so, after thirty (30) days written notice provided by Grantees specifying the maintenance or repair needed, Grantees shall have the right to maintain, install and repair (including necessary replacements and reconstruction) of any and all improvements in any way related to the Martin Slough operation, irrigation and maintenance within the Easement Area; and

c. Grantees shall have such access, ingress and egress over the Easement Area as may be necessary or useful to enjoy the foregoing rights.

3. **Use of Easement:** The purpose of this Easement is to provide year round access to Grantees for ditch irrigation and maintenance access over, through and under the Easement Area for the operation of existing Martin Slough improvements; provided, however, that such access shall only be allowed in the event that Grantor, after thirty (30) days written notice provided by Grantees specifying the maintenance or repair needed, neglects, refuses or fails to maintain and repair the improvements constructed within the Easement Area. Nothing in this Easement is intended to prohibit the use of the Easement Area by the Grantor, provided such use does not interfere with the use of the Easement by the Grantees.

4. **Improvements:** The Grantor shall have the right to construct, at its sole expense, improvements on the easement property suitable for the uses delineated in this variable width ditch irrigation and maintenance easement, including, but not limited to, the operation and maintenance of existing ditch structures. Grantees shall not be obligated to install any of these improvements, but Grantees shall be afforded the right to install improvements in the event that Grantor, after thirty (30) days written notice provided by Grantees specifying the improvements needed, neglects, refuses or fails to do so. Any improvements within the Easement Area made by the Grantor shall be subject to prior approval of the Grantees.

5. **Maintenance:** The Grantor shall be responsible for maintaining the ditch improvements within the Easement Area to the extent necessary for the uses described in this Easement; provided, however, that Grantees, after thirty (30) days written notice provided by Grantees specifying the maintenance needed, may maintain the ditch improvements within the Easement Area in the event that Grantor neglects, refuses or fails to do so.

6. **Indemnity:** Each Party to this Agreement hereby agrees that such Party (the "Indemnifying Party") shall defend, protect, indemnify, and hold harmless each other Party (the "Protected Party") from and against any and all damages, losses, expenses, and fines based upon any claim of personal injury or property damage occurring during the term of this Agreement and resulting from the Indemnifying Party's use of, construction upon, or maintenance of, the

Easement Area or the Improvements, except to the extent arising from the Protected Party's own negligence or misconduct, or that of the Protected Party's agents, tenants, licensees, or invitees. In the event that the Protected Party receives notice of any claim potentially implicating the Indemnifying Party's duties under this Section 6, the Protected Party shall inform the Indemnifying Party of the claim as soon as is reasonably possible, and in any event within ten (10) days of receiving notice of such claim. The Protected Party's failure to timely inform the Indemnifying Party of a claim shall waive the Protected Party's rights under this Section 6 as to that claim.

7. Easement Runs with Land; Successors and Assigns: The easement created in this Agreement is perpetual in nature, appurtenant to the Dominant Property, and shall run with the Dominant Property and benefit any owner of any portion of the Dominant Property in perpetuity. The provisions of this Agreement shall be binding upon the successors and assigns of Grantor and Grantees. Grantor and Grantees shall be responsible for their respective obligations that accrue during their ownership of the Dominant Property and the Servient Property; provided, however, in the event that either Party conveys, transfers, assigns, or otherwise disposes of all of its interest in the property described in Exhibit "A" to this Easement, the transferring party shall be released and discharged from any liabilities and obligations under this Agreement that occur after such transfer.

8. Notices: All communications which may be, or are required to be, given by either Party to this Agreement shall be properly given if made in writing and sent by: (a) hand delivery; (b) certified mail, return receipt requested; (c) facsimile, provided a confirming copy thereof is also sent in accordance with (a), (b), or (d); or (d) Federal Express or another nationally recognized overnight delivery service for next business day delivery, with all postage, delivery, and other charges paid by the sender and addressed to Grantor or Grantees, as applicable, as follows, or at such other address as each may request in advance in writing. Such notices shall be deemed delivered: (i) by hand, upon actual delivery; (ii) by overnight delivery service, on the next business day after the notice is sent; (iii) by facsimile, on the next business day after the date the notice is sent; and (iv) if mailed, upon the earlier of actual receipt or three (3) business days after mailing. Refusal of delivery shall be deemed effective delivery. Unless changed as provided in this Section, notice addresses are as follows:

If to Grantor:

Town of Gardnerville
1407 Hwy. 395
Gardnerville, NV 89410
Telephone: 775-782-7134
Facsimile: 775-782-7135

If to Grantees:

Douglas County Water Conveyance Advisory Committee
P. O. Box 218
Minden, NV 89423

9. **Damage to Easement Property:** The Grantor and Grantees shall be responsible for any damage each may cause to the improvements within the Easement Area. The Party responsible for such damage shall promptly make all needed repairs, restoring the Easement Area and improvements thereon to its condition prior to the damage.

10. **Obstructions to Use of the Easement Property:** Neither the Grantor nor the Grantees or any person permitted to use the Easement Area under the terms of this Easement may utilize the Easement Area in any way that interferes with its use by any person permitted to use it. Any obstructions or impediments to the use of the Easement Area may be removed, without notice, by the Grantor or Grantees and the cost of such removal shall be borne by the party responsible for such obstruction.


11. **Enforcement of Agreement:** The Grantor and Grantees shall have the right to legally enforce this Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

12. **Amendments:** This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both Grantor and Grantees.

13. **Breach Shall Not Permit Termination:** No breach of this Easement shall entitle either party to terminate this Easement or to bring any action for termination; provided, however, that such limitation shall not impact any other rights that may be available to such party.

14. **Severability:** If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.

IN WITNESS WHEREOF, the Town of Gardnerville has agreed to and executed this Ditch Irrigation and Maintenance Easement this 21st of June, 2015.


Thomas A. Dallaire
Town Manager
The Town of Gardnerville

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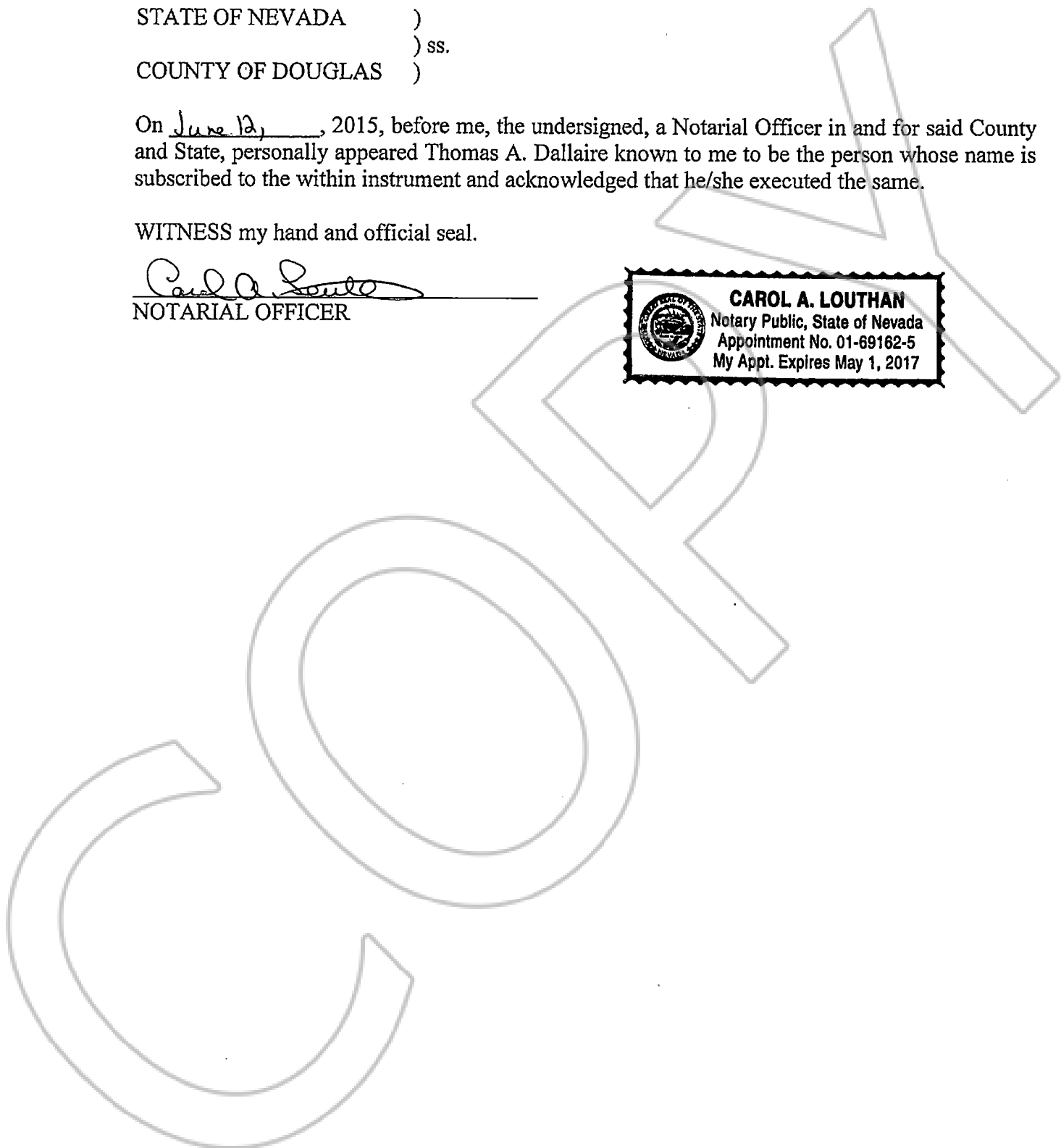
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On June 12, 2015, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared Thomas A. Dallaire known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same.

WITNESS my hand and official seal.

Carol A. Louthan
NOTARIAL OFFICER



COPY

EXHIBIT "A"

**DESCRIPTION
IRRIGATION AND MAINTENANCE EASEMENT**

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

A strip of land, varying in width, for irrigation and maintenance purposes located within a portion of Section 33, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada being 2-feet westerly of the westerly top of bank and 30-feet easterly of the easterly top of bank of the Martin Slough with the distance across said Martin Slough from top of bank to top of bank varying in width from 4-feet to 11-feet, the centerline of which is more particularly described as follows:

Commencing at an angle point in the westerly boundary of Adjusted Parcel 2 as shown on the Record of Survey to Support a Boundary Line Adjustment for Hellwinkel Exemption, Marital, and Survivor's Trusts and Robertson Family Exemption Trust filed for record October 31, 2011 in the office of Recorder, Douglas County, Nevada as Document No. 791703, which bears North 11°41'19" West, 199.96 feet from the southwesterly corner of said Adjusted Parcel 2;

thence along said boundary of Adjusted Parcel 2, North 88°05'19" West, 30.10 feet to the POINT OF BEGINNING;

thence North 34°54'44" West, 50.00 feet;
thence North 31°44'31" West, 25.00 feet;
thence North 39°31'43" West, 25.00 feet;
thence North 46°03'48" West, 20.00 feet;
thence North 52°07'13" West, 12.00 feet;
thence North 56°53'21" West, 145.00 feet;
thence North 60°31'37" West, 45.00 feet;
thence North 64°14'38" West, 55.00 feet;
thence North 56°43'12" West, 30.00 feet;
thence North 49°46'46" West, 20.00 feet;
thence North 42°41'08" West, 53.00 feet;
thence North 22°31'25" West, 60.00 feet;
thence North 31°08'40" West, 57.00 feet;
thence North 10°04'16" West, 10.00 feet;
thence North 12°50'12" East, 100.00 feet;
thence North 09°22'01" East, 60.00 feet;
thence North 03°25'20" East, 70.00 feet;
thence North 02°21'41" West, 20.00 feet;
thence North 22°40'05" West, 7.00 feet to a point on said westerly boundary of

Adjusted Parcel 2, the TERMINUS of this description, containing 36,332 square feet (0.83 acres), more or less.

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The sidelines of said easement shall extend to said westerly boundary of Adjusted Parcel 2 with the most southeasterly sideline terminating in a right angle from the easement line to the angle point in said westerly boundary of Adjusted Parcel 2, also being the Point of Commencement of this description.

The Basis of Bearing of this description is North 40°41'36" West, the northerly line of Mission Street as shown on the Record of Survey to Support a Boundary Line Adjustment for Hellwinkel Exemption, Marital, and Survivor's Trusts and Robertson Family Exemption Trust filed for record October 31, 2011 in the office of Recorder, Douglas County, Nevada as Document No. 791703.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



04.28.15

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SCALE: 1" = 120'

1320-33-310-006
TOWN OF
GARDNERVILLE

1320-33-402-040
CANDERLE

1320-33-402-080
TOWN OF
GARDNERVILLE
ADJUSTED PARCEL 2
DOC. NO. 791703

IRRIGATION AND
MAINTENANCE
EASEMENT
(WIDTH VARIES)
(36,332 SF)

1320-33-402-079
HELLWINKEL
TRUSTS

1320-33-402-059
DOUGLAS COUNTY
SCHOOL DISTRICT

30' TOP OF DITCH
TO EASEMENT

DITCH WIDTH VARIES
(TOP OF BANK TO
TOP OF BANK)

2' TOP OF DITCH
TO EASEMENT

1320-33-402-081
HELLWINKEL
TRUSTS

POINT OF
COMMENCEMENT

120' 0 120'

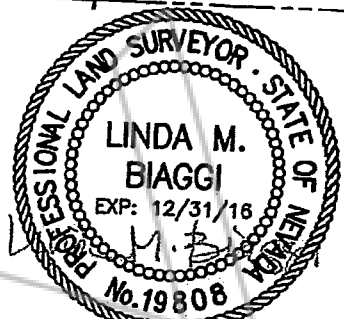
ROAnderson
WWW.ROANDERSON.COM

NEVADA
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P.O. Box 2229
Minden, NV 89423
p 775.782.2322
f 775.782.7064

CALIFORNIA
595 Tahoe Keys Blvd
Suite A-2
South Lake Tahoe, CA 96150
p 530.600.1660
f 775.782.7084

1320-33-402-057
VILLAGE MOTEL, LLC

EXHIBIT
IRRIGATION AND
MAINTENANCE EASEMENT
SECTION 33, T.13N., R.20E., M.D.M.



5/10/15