

DOUGLAS COUNTY, NV

2017-893473

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ETRCO, LLC

KAREN ELLISON, RECORDER

APN# : 1320-14-002-003

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 085600-TEA

When Recorded Mail To:

David N. Brown

Elizabeth B. Brown

4312 Laurelwood Way

Sacramento, CA 95864

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature _____


Traci Adams

Escrow Officer

This document has been signed in counter-part

Agreement for Future Termination of Easement

**This document is being
recorded as an
accommodation only.**

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

**AGREEMENT FOR FUTURE
TERMINATION OF EASEMENT**

This Agreement for Future Termination of Easement ("Agreement"), is entered into and effective this 11th day of January, 2017, by and between Bently Family LLC, a Nevada limited liability company, f/k/a Bently Family Limited Partnership, a Nevada limited partnership (hereinafter "Seller") and David N. Brown and Elizabeth B. Brown, (hereinafter "Buyer").

RECITALS

A. Buyer is purchasing from Seller that certain real property located at 2090 East Valley Rd, commonly designated as Douglas County, Nevada, Assessor's Parcel Number: 1320-14-002-003 (hereinafter "Property"), and more specifically described as set forth in Exhibit "A", attached hereto and incorporated herein by reference;

B. Seller, along with the Allerman Ditch Company ("Allerman"), is the owner and/or has rights and interests with respect to the Dangberg Reservoir Number 3 and related irrigation ditches with respect thereto for irrigation purposes;

C. The Dangberg Reservoir Number 3 and its related irrigation ditches, together with the rights of access, use and maintenance were created and constitute an easement in part on Buyer's property for the benefit of Seller and/or Allerman (hereinafter "Dangberg Easement"); and

D. Seller and Buyer desire to enter into an Agreement for the purchase of the Property, with the Agreement that the Dangberg Easement may be terminated, abandoned and/or removed by Seller and/or Allerman and their successors and assigns at any time in the future and Buyer is agreeable to cooperating with Seller and/or Allerman and their successors and assigns, with respect to same and Seller and Buyer are agreeable to entering into such an Agreement. Any reference to Seller of Allerman hereafter shall include their transferees, successors and assigns.

NOW, THEREFORE, based upon the mutual covenants, terms, conditions and agreements of the parties hereto, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Addendum to Purchase Agreement.** Buyer and Seller have entered into a Purchase and Sale Agreement for the purchase of the Property pursuant to the terms and conditions of that Purchase and Sale Agreement between the parties dated December 27, 2016, ("Purchase Agreement"). As part of the purchase of the Property, the parties have agreed to enter into this separate agreement, which shall also serve as an Addendum to the Purchase Agreement, with respect to Seller and Buyer's rights and obligations

concerning the Dangberg Easement and its potential termination, abandonment and removal.

2. **Easement Termination.** The parties hereto agree that Seller and/or Allerman shall have the right, in its sole and absolute discretion, at any time, to abandon, terminate and remove the Dangberg Easement with respect to the Property. Seller shall provide notice to Buyer of Seller's and/or Allerman's actions to abandon, terminate and remove the Dangberg Easement at the time of any such election by Seller and/or Allerman. Seller and Allerman shall not be liable for restoration or repairs to the Property, or any improvements thereon, that may arise as a result of any such abandonment, termination or removal. Notwithstanding the foregoing, Seller and/or Allerman shall be solely responsible for any costs associated with preparing and recording any documents for any such abandonment or termination.

3. **Buyer Cooperation.** Buyer agrees that it shall cooperate with Seller and/or Allerman with respect to the abandonment, termination and removal of the Dangberg Easement upon request by Seller and/or Allerman. Buyer shall use its best efforts, and in good faith, to timely and expeditiously execute and deliver any and all documents reasonably requested by Seller and/or Allerman to effectuate the abandonment, termination and removal of the Dangberg Easement from the Property, and/or provide any additional information and documentation concerning the Property to Seller and/or Allerman upon written request by Seller or Allerman. Buyer further agrees to permit Seller and/or Allerman to record any and all documents necessary, with the Douglas County, Nevada, Recorder's Office, and any other applicable state or local government agency, any and all documents necessary to properly abandon, terminate and remove the Dangberg Easement from the Property.

4. **Recordation.** Buyer acknowledges and agrees that Seller may record this document, or any other document with the Douglas County, Nevada, Recorder's Office or any other applicable government agency to provide notice of this Agreement.

5. **Condition to Closing.** The parties hereto agree that execution and delivery of this Agreement is a condition precedent to any sale of the Property from Seller to Buyer.

6. **Inspection.** Buyer acknowledges and agrees that Buyer has had the opportunity to conduct its own investigation/due diligence concerning the Property and specifically with respect to the Dangberg Easement, and has agreed to take title to the Property subject to the Dangberg Easement and the rights of Seller and Allerman thereto, and including Seller's and Allerman's right to abandon, terminate and remove the Dangberg Easement at any time in the future, at the sole and absolute discretion of the Seller, and Buyer agrees to same and has waived any objections to the Dangberg Easement in this Agreement as a condition of title or to the sale of the Property.

7. **Run with the Land.** This Agreement shall be deemed a covenant to run with the land, with respect to the subject Property and shall be binding upon Buyer and any and all subsequent owners, transferees, buyers, successors and assigns of the Property. The

parties further agree that the rights and obligations of the Seller and/or Allerman with respect to the Dangberg Easement and this Agreement shall be binding upon and inure to the benefit of Seller and/or Allerman and any of Seller and/or Allerman's transferees, successors, owners or assigns with respect to the Dangberg Easement.

8. **Deed.** The parties hereto agree that this Agreement and any of its applicable terms and conditions shall be noted upon any deed of conveyance of the Property from Seller to Buyer, and that the title to the Property shall be subject to this Agreement and its terms as an encumbrance and a covenant running with the Property.

9. **No Benefit to Buyer.** Buyer represents and warrants that the Dangberg Easement serves as a burden on the Property and as a benefit to the Seller and/or Allerman and Seller's and/or Allerman's property, and that the Buyer has no rights or interest as to use of the Dangberg Reservoir Number 3 and its related irrigation ditch and water rights under the Dangberg Easement with respect to its Property.

10. **Time.** The parties hereto agree that Seller and/or Allerman, or any other current or subsequent owner, successor, assignee, transferee, and beneficiary of the Dangberg Easement, including Allerman, shall have the right to abandon, terminate and remove the easement at any time in the future, without time limitation for performance.

11. **Enforcement.** Buyer agrees that Seller may enforce this Agreement by specific performance and/or injunctive and declaratory relief, in addition to any other rights or remedies it may have at law, including a remedy for damages, should Buyer fail to perform under the terms of this Agreement, or otherwise be in breach thereof.

12. **Attorneys' Fees.** If legal action, arbitration or other proceeding is brought by either party arising out of or relating to this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other relief to which it or they may be entitled.

13. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes and replaces any prior written or oral agreement, express or implied, between them with respect to the subject matter contained herein.

14. **Changes and Waiver.** No change or modification of this Agreement shall be valid unless made in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless contained in a writing signed by the person or entity against whom it is sought to be enforced. Any failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same of any other condition, promise, agreement or understanding at any future time.

15. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada and venue for any legal action or arbitration shall be in Douglas County, Nevada.

17. **Assignment.** This Agreement is a covenant running with the Property and is not personal as to Buyer, and may not be assigned by Buyer without Seller's prior written consent.

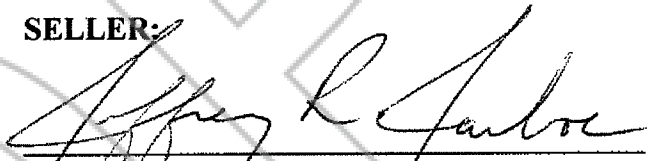
18. **Severability.** If any provision of this Agreement is found to be invalid, void or illegal pursuant to law and finding of a court having jurisdiction hereof, it shall be stricken and the remainder of the Agreement shall remain in full force and effect.

19. **Counterparts.** This Agreement may be signed in counterparts, which together shall constitute full execution of this Agreement by the parties hereto and effective as of the date of this Agreement, notwithstanding a later or earlier execution by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the year and date first above written, in Douglas County, Nevada.

SELLER:

Date: 13 Jan 2017



Jeffrey Jarboe, Chief Financial Officer
Bently Family LLC, a Nevada Limited liability
company, f/k/a Bently Family Limited Partnership,
a Nevada limited partnership

Date: 1/11/17



Brady J. Frey, Chief Operating Officer
Bently Family LLC, a Nevada Limited liability
company, f/k/a Bently Family Limited Partnership,
a Nevada limited partnership

BUYER:

Date: 1/16/2017

David N. Brown
Name: David N. Brown

Date: 1/10/17

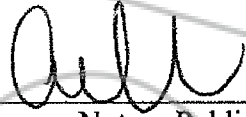
Elizabeth B. Brown
Name: Elizabeth B. Brown

COPY

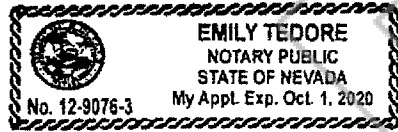
STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On January 13th 2017, before me, Emily Tedore, personally appeared Jeffrey Jarboe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s) or entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

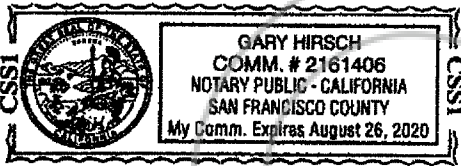
On January 11, 2017 before me, Gary Hirsch, Notary Public
Date Here Insert Name and Title of the Officer.

personally appeared Brady J. Frey
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)


Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On January 16 2017, before me, Traci Adams ^{notary} _{public} personally appeared David N. Brown, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s) or entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



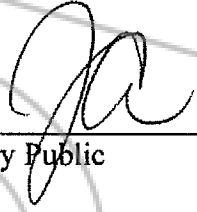
Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On January 16 2017, before me, Traci Adams ^{Notary Public} personally appeared Elizabeth B. Brown, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s) or entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public



EXHIBIT A
PROPERTY LEGAL DESCRIPTION

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

PARCEL 1:

A parcel of land within a portion of the West one-half of Section 14, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being a portion of Parcel 35 as shown on the Record of Survey Map, filed within the Official Records of Douglas County Recorder, State of Nevada, in Book 1280, at Page 1510, as Document No. 51917, and being further described as follows:

Parcel 35-A of that certain Parcel Map for RENIERS FAMILY TRUST, recorded in the office of the Douglas County Recorder, State of Nevada, on October 22, 1990, in Book 1090, at Page 3404, as Document No. 237216, Official Records.

PARCEL 2:

Together with all those certain access and utility easements for ingress and egress as set forth on that certain Record of Survey for Nevis Industries Inc., filed for record in the office of the County Recorder of Douglas County, Nevada on December 23, 1980, as Document No. 51917.

**Assessor's Parcel Number(s):
1320-14-002-003**