

APN # 1219-02-000-029

Escrow # 02100352-RLT

The undersigned 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)

Recording Requested by and Return to:

TICORTITLE OF NEVADA, INC.
1483 US Highway 395 N, Suite B

Gardnerville, NV 89410

Well use and

Maintenance Agreement
(Title on Document)

THIS DOCUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY IS ASSUMED HEREBY.

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

WELL USE AND MAINTENANCE AGREEMENT

An Agreement made this 5 day of 12, 2021, by and between William Drew Kolbe and Elliott T. Kolbe regarding a use and maintenance agreement for a well located on the real property of Elliott T. Kolbe.

RECITALS

WHEREAS, William Drew Kolbe is the owner of real property located at 1265 Mottsville Meadows Way, Gardnerville, Douglas County, State of Nevada, with APN: 1219-02-000-012; and

WHEREAS, Elliott T. Kolbe is the owner of real property located at 501 Mottsville Lane, Gardnerville, Douglas Count, State of Nevada, with APN: 1219-02-000-024, and adjacent real property that has not been assigned an address with APN: 1219-02-000-029; and

WHEREAS, there is a well for agricultural purposes situated on the real property owned by Elliott T. Kolbe with APN: 1219-02-000-029; and

WHEREAS, the parties desire to enter into an Agreement regarding the use and maintenance of said well.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Use of the Well. Elliott Kolbe agrees that the well may be used for agricultural purposes by the owners of the three parcels identified above. A ledger shall be kept for the purpose of monitoring water usage payment is made accordingly. For example, if one well user uses the well 75% of the time, s/he shall pay 75% of the costs associated with the usage.

Maintenance of the Well. Maintenance and repairs will be incurred whenever necessary to maintain the well in proper operating condition at all times and to insure the provision of water for the parties for their usual agricultural activities. All maintenance and repairs shall be performed in accordance with good workmanship practices using proper tools and parts in accordance with the manufacturer's requirements/recommendations.

Maintenance and Repair Costs. Maintenance and repair costs shall be shared between the parcel owners sharing access to the above mentioned well and based on the individual usage. For example if an individual uses the well 75% of the time that individual would be responsible for 75% of the repair and maintenance costs. Well maintenance is labor intensive and requires knowledge of how to use the equipment. Each user of the well will hold harmless the other users if a user performs maintenance or repairs or contracts for maintenance or repairs with an outside entity on the well or misuses the well that causes damage, inoperability or other malfunctions through the negligence of the user or outside entity. Such user shall be responsible for the cost of all maintenance or repairs that become necessary to return to well to its proper operating condition.

Payment. Payment of maintenance and repair costs shall be made no later than two weeks from the date the parcel owners receive a billing or other notification.

Future Parcels. Any additional parcels that are created by way of splitting any of the current parcels will be required to pay an equal portion of the maintenance and repair costs

Effective Term. This Agreement shall be perpetual and shall encumber and run with the land.

Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

Recording. A copy of this Agreement may be recorded with the Douglas County Recorder

Amendment or Revocation. This agreement may only be amended or revoked by the unanimous consent of all parcel owners.

Exiting the Agreement. If a party to this agreement chooses to exit the agreement because s/he no longer has a use for the well, that individual may exit with prior written notice and all maintenance and repair costs which are the responsibility of the exiting individual are paid in full prior to exiting.

Enforcement. This Agreement may be enforced by any parcel owner. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

The parties have executed this Agreement on the day and year first above written.

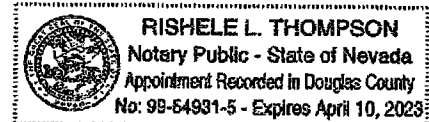
Property Owner


William Drew Kolbe

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On 5/2, 2021, before me a Notary Public, in and for said County, personally appeared William Drew Kolbe, to me known to be the same person described in and who executed the within instrument, who have acknowledged the same to be his free act and deed.


Notary Public



Property Owner

[Signature]
Elliott T. Kolbe

STATE OF WASHINGTON)
) ss:
COUNTY OF SPOKANE)

On 5/12, 2021, before me a Notary Public, in and for said County,
personally appeared Elliott T. Kolbe, to me known to be the same person described in and who
executed the within instrument, who have acknowledged the same to be his free act and deed.

[Signature]
Notary Public

JULIE D HELLSTROM
NOTARY PUBLIC #67233
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 9, 2022