

The undersigned hereby affirms that there is no Social Security number contained in this document

APNs: 1319-03-301-004, 1319-03-301-005, 1319-03-301-006, 1319-03-202-007, 1319-03-202-008, and 1319-03-601-001

RECORDING REQUESTED BY:

Taggart & Taggart, Ltd.
108 N. Minnesota St.
Carson City, NV 89703

AFTER RECORDATION, RETURN BY MAIL TO:

Taggart & Taggart, Ltd.
108 N. Minnesota St.
Carson City, NV 89703

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHARED WELL WATER AGREEMENT AND EASEMENT

This SHARED WELL WATER AGREEMENT AND EASEMENT (hereafter called "Agreement" or "Easement"), made and entered into this 14th day of February 2022 (the "Effective Date"), by and between J. A. HOLLISTER, L.C., a Nevada limited liability company, party of the first part (the "Supplying Party"), and JENNIFER A. HOLLISTER; KURTIS R. HILDEBRAND; F. GRAHAM HOLLISTER, JR., and JOYCE A. HOLLISTER, Trustees of the HOLLISTER FAMILY TRUST, dated August 6, 1998; AMELIA D. VAIDYA, Trustee of the AMELIA DERUNTZ VAIDYA TRUST; GEOFFREY HOLLISTER DERUNTZ; AMELIA PHIPPS HOLLISTER BLANCHARD and RODNEY DEE BLANCHARD, Trustees of the BLANCHARD FAMILY TRUST dated February 5, 2013; parties of the second part (the "Water Right Owners"), and JENNIFER A. HOLLISTER; KURTIS R. HILDEBRAND; J. A. HOLLISTER, L.C., a Nevada limited liability company; AMELIA PHIPPS HOLLISTER BLANCHARD, Trustee of the AMELIA PHIPPS HOLLISTER BLANCHARD TRUST, created u/d/t dated December 20, 1996; THE HOLLISTER SECOND FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership; THE RED BUNK HOUSE, LLC, a Nevada limited liability company; AMELIA H. DERUNTZ; and GEOFFREY H. DERUNTZ; parties of the third part (the "Supplied Parcel Owners"). The Supplying Party, Water Right Owners and Supplied Parcel Owners are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Supplying Party is the owner of property known as 2510 Ranch House Road, Assessor's Parcel No. ("APN") 1319-03-301-005 ("Well Property"), further described in Exhibit A, attached hereto and made a part hereof.

WHEREAS, the Water Right Owners are the owners of those certain water and water rights known as Permit 89020 and Permit 26377, Certificate 7989, as filed at the Nevada Division of Water Resources, in Carson City, State of Nevada (the "Water Rights").

WHEREAS, the Water Rights Owners supply quasi-municipal water to APNs 1319-03-301-004, 1319-03-301-005, 1319-03-301-006, 1319-03-202-007, 1319-03-202-008, and 1319-03-601-001, and irrigation water to APNs 1319-03-301-004, 1319-03-301-005, 1319-03-301-006, 1319-03-202-008, and 1319-03-601-001 ("Supplied Parcels"). Said properties are further described in Exhibit B attached hereto and made a part hereof.

WHEREAS, JENNIFER A. HOLLISTER and KURTIS R. HILDEBRAND are the current owners of record of APN 1319-03-301-004; J. A. HOLLISTER, L.C., a Nevada limited liability company, is the current owner of record of APN 1319-03-301-005; AMELIA PHIPPS HOLLISTER BLANCHARD, Trustee of the AMELIA PHIPPS HOLLISTER BLANCHARD TRUST, created u/d/t dated December 20, 1996 is the current owner of record of APN 1319-03-301-006; THE HOLLISTER SECOND FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership is the current owner of record of APN 1319-03-202-007; THE RED BUNK HOUSE, LLC, a Nevada limited liability company is the owner of record of APN 1319-03-202-008; and AMELIA H. DERUNTZ and GEOFFREY H. DERUNTZ are the current owners of record of APN 1319-03-601-001.

WHEREAS, there is located a well upon the Well Property, together with water distribution facilities, hereinafter referred to as "water distribution system," for the purpose of supplying water to the Water Right Owners for use on the Supplied Parcels connected to the said water distribution system.

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water as permitted under the Water Rights and supplied to the Water Right Owners for use on the Supplied Parcels, their heirs, successors and assigns;

WHEREAS, the water distribution system and well maintenance and operation are currently operated and controlled by JOYCE A. HOLLISTER and F. GRAHAM HOLLISTER, who will continue to control such operations and maintenance until a successor is chosen pursuant to this Agreement; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on the Well Parcel shall be used by the parties to this Agreement, as well their heirs, successors and assigns, upon the following terms and conditions:

I. **Recitals.** The foregoing recitals are hereby incorporated and made part of this Agreement by this reference.

II. **Rights.** That until this Agreement is terminated, as hereinafter provided, the Water Right Owners, their heirs, successors and assigns, are hereby granted the right, to draw water from the well located on the Well Parcel for the permitted uses under the Water Rights.

III. **Operator.** The Water Right Owners and Supplying Party shall designate an Operator or Operators of the well and water system, who shall be responsible for performing all duties as stated herein. The first Operators are hereby designated as JOYCE A. HOLLISTER and F. GRAHAM HOLLISTER. Upon termination of the position of Operator, the current Operators shall select their successor, to be confirmed by a majority of the Water Right Owners, and approved by the Supplying Party, which approval shall not be unreasonably withheld.

IV. **Well Parcel Obligations.** That the owners or residents of the Well Parcel shall:

A. Upon request and reasonable notice, provide the Operator(s) access to the well to perform normal pumping inspections and maintenance.

B. Upon request and reasonable notice, provide the Operator(s) access to the well to perform normal upkeep on the well including, but not limited to: remove the pump for repair or replacement, well cleaning, and meter reading and maintenance.

C. Upon request and reasonable notice, provide the Operator(s) access to the well to allow the Operator(s) the ability to deepen the existing well, upon a majority approval of the Water Right Owners, upon seventy-two (72) hours' notice in writing to the Supplying Party.

D. Upon request and reasonable notice, provide the Operator(s) access to the water distribution system located on Well Parcel, to repair and maintain the existing pipeline and distribution infrastructure.

E. Upon request and reasonable notice, provide the Operator(s) access to the well and water distribution system to repair and maintain the existing electrical infrastructure as well as upgrading the infrastructure if needed.

F. Provide the Nevada State Engineer, or other appropriate governmental agency that regulates the use of the well located on the Well Property, access to the well and water distribution system as authorized or required under existing laws.

G. Promptly provide the Operator(s) any electrical bills or other bills relating to the operation of the system, which is due as reimbursable to the Supplying Party as stated below.

V. **Water Right Owners Obligations.** That the Water Right Owners and Operator(s) shall:

A. Keep and maintain the electrical infrastructure related to the well and water distribution system to industry standards.

B. Keep and maintain the water distribution system so there will be no leakage or seepage therefrom.

C. Pay or cause to be paid promptly, all expenses for the operation and maintenance of the well and water distribution system that may become necessary, at a prorated rate based upon the respective shares of the Water Rights held by each Water Right Owner.

D. That it is the agreement of the Parties hereto that the payment for energy cost shall be made not later than the twentieth (20th) day from the receipt of the bill under IV. (G) above, unless other arrangements are made and approved by the Supplying Party. In the event that any such payment remains unpaid for a period of 20 days, the Supplying Party may terminate the supply of water to the delinquent Supplied Parcel until all arrearages in payment are received by the Supplying Party. The Supplying Party may also file a lien against the Supplied Parcel and Water Rights of the Water Right Owner servicing the Supplied Parcel to the extent of non-payment.

E. That the Water Right Owners will maintain the Water Rights in good standing with the Division of Water Resources, and are solely responsible for all statutory filing and fees associated with their respective share of the Water Rights and use of the well and water distribution system.

F. That the Agreement is limited to the use of water of the Water Right Owners for use on the Supplied Parcels, and the rights, benefits, burdens, and easements herein created do not extend to any third party or to uses not within the permit terms of the Water Rights, or uses other than for the benefit of the Supplied Parcels.

VI. **Landscaping.** That no party may install landscaping or improvements that will impair the use of said well, well distribution system, or easements by any other party.

VII. **Emergencies.** That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other, if the Operator and Supplying Party are unable to be reached. All reasonable attempts shall be made to contact the Supplying Party and Operator prior to entry. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand and reasonable notice for more than twelve (12) hours, or a natural disaster such as fire, flooding, or other immediate threat to human health and safety. In instances where access to the well will not remedy the outage or prevent or remedy the emergency, no rights of access are granted under this provision.

VIII. **Scope of Service.** That only those parcels of real estate hereinabove described as Supplied Parcels and any dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

IX. Loss of Well.

A. That in the event the referenced well shall become contaminated and shall no longer supply water adequate for the needs of all relevant Parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the Parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

B. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

X. Scope of Easement. The Easement herein created is for access to an existing well and distribution system that supplies water to the Supplied Parcels, as it currently exists at the date of this Agreement. Any expansion or change of current configuration of the well or distribution system must be in writing and signed by the affected Supplied Parcel Owners and Supplying Party through which the change in the location or extent of the easement is affected.

XI. Character of Easements. The easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the Well Property, Water Rights, and Servient Properties and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors, and assigns. The easements, benefits and burdens granted herein are appurtenant to, and shall run with the title to the Well Property, Water Rights, and Supplied Parcels as described herein.

XII. Non-Exclusiveness of Easement. The easements granted herein are non-exclusive, and the respective Well Property and Supplied Parcels shall retain all rights to use their respective properties, which are not inconsistent with, and do not unreasonably interfere with, the right of the other Parties to use and enjoy the easements for the purposes herein granted.

XIII. Term of Agreement. The Agreement shall commence on the Effective Date and shall run with the land and continue in full force and effect until the Agreement is abandoned or until the Water Rights have been dedicated to Douglas County, or any other governing jurisdiction as may request or require such dedication in connection with the development of the Supplied Parcels. That the term of this Agreement shall be perpetual, except as herein limited.

XIV. Modification. Any modification of this Agreement, or additional obligation assumed by any party in connection with this Agreement, shall be binding only if evidenced in writing signed by each party or an authorized representative of each party and recorded in the Office of the County Recorder of Douglas County, State of Nevada.

XV. Termination.

A. This Agreement shall be perpetual and binding upon all Parties.

B. If a Supplied Parcel or Water Right Owner desires to disconnect from the system ("Terminating Party"), they must:

1. Notify all other Parties in writing of their intent and provide a thirty (30) day notice.

2. Identify the alternative source of supply for their respective uses.

3. Pay all existing obligations and debts related to the water service provided prior to the termination date. The "termination date" is the date of physical disconnect from the system.

4. Comply with all applicable laws.

C. That the respective rights and obligations of the Parties shall continue until the Terminating Party has executed and filed a written statement of termination at the Office of the County Recorder, Douglas County, Nevada.

D. Upon termination of participation in this Agreement, Terminating Party and the respective Supplied Parcel shall have no further right to the use of the well.

E. The Terminating Party shall disconnect its respective connection from said well system within fourteen (14) days of the end of the thirty (30) day notice and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter.

F. The costs of disconnection from the well and water system shall be borne by the Terminating Party.

G. All works to disconnect from the system shall be approved and completed to the satisfaction of the Operator and Supplying Party.

H. That the Operator has the right to perform the disconnection itself if the Terminating Party fails to do so within fourteen (14) days of the termination letter. The Terminating Party shall reimburse the Operator for all costs and labor in performing the disconnection and necessary repairs to the remainder of the system

I. That the Well Property and water system shall not be damaged by the disconnection and shall be restored to as close to their condition that existed prior to the disconnection and repairs as is reasonably feasible. That if the Well Property or water system is damaged, the terminating party shall be responsible for all costs and fees associated with restoring the Well Property and water system to their prior condition.

J. The Operator may terminate service upon non-payment as described in this Agreement; however, all Parties will continue to be bound by the terms of this Agreement, and service will recommence upon payment of the delinquent sums.

K. In the event any Water Right Owner forfeits, abandons, cancels, withdraws, or otherwise terminates the Water Rights that are used to service a Supplied Parcel, the Agreement related to the water rights so lost shall terminate and the Water Right Owner shall be responsible to pay all costs and services associated with obtaining an alternative source of supply for the Supplied Parcel, and the cost of disconnecting the Supplied Parcel from the water system.

L. If a Water Right Owner or Supplied Parcel Owner causes a nuisance to the other Parties, a super majority of the other Water Right Owners and the Supplying Party may vote to terminate services upon the delivery of a thirty (30) day notice to the nuisance party. The terminated party is then required to fulfill the obligations of termination, including the cost to disconnect as herein stated and the connection to an alternative source of supply for the Supplied Parcel.

XVI. Indemnification. The Parties, hereby indemnify and hold each other harmless from any and all liability, damage, expense, causes of action, lawsuits, claims or judgments arising out of or pertaining to the use of the easements granted herein occurring on or from its own parcel, except if caused by the negligent or willful act of the other party. No party shall be liable to the other party for damage caused by storm or runoff water unless such damage is the direct result of the negligent or willful act of the other party.

XVII. Attorneys' Fees. If any party brings any action or proceeding to interpret or enforce this easement, or for damages for any alleged breach hereof, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Prevailing party shall be defined to include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense.

XVIII. Successors and Assigns.

A. All Parties, successors, and assigns, hereby acknowledge and agree that the respective burdens and benefits of this Agreement shall run with the land and shall be binding on all Parties having or acquiring any right, title or interest to said Well Property, Supplied Parcel, or Water Rights, or any part thereof.

B. The land and water rights may be sold and held separately (i.e. the Water Right Owner and the Supplied Parcel Owner receiving the water need not be the same person or entity, and the Water Right Owner may retain the Water Rights and sell the Supplied Parcel to a third party); however, all owners, successors, heirs and assigns remain bound by the terms herein.

XIX. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain valid, enforceable and in full force and effect. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, or of the same provision at another time. A party's failure to insist on compliance or enforcement of any provision of the Agreement shall not affect the validity or enforceability, or constitute a waiver of future enforcement, of that provision or of any other provision of this Agreement by that party or any other party.

XX. Recordation. The Parties hereto covenant and agree that this Agreement shall be recorded in the Office of the Douglas County Recorder, State of Nevada.

XXI. Counterparts. This Agreement and all documents incorporated by reference herein may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute one and the same document.

XXII. Choice of Law and Venue. This Agreement and all the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada. The proper venue for any action brought in relation to this Agreement shall be the District Court of the State of Nevada in and for Douglas County.

XXIII. Authority. The undersigned do hereby affirmatively state that they have the actual authority to execute this Agreement and that they possess the actual authority to relinquish the property interests transferred herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

SUPPLYING PARTY:

J. A. HOLLISTER, L.C., a Nevada limited liability company

By: *Joyce A. Hollister*
JOYCE A. HOLLISTER, Manager

WATER RIGHT OWNERS:

By: _____
JENNIFER A. HOLLISTER

By: _____
KURTIS R. HILDEBRAND

By: *Geoffrey Hollister Deruntz*
GEOFFREY HOLLISTER DERUNTZ

~~AMELIA DERUNTZ VAIDYA TRUST~~

~~By: _____
AMELIA D. VAIDYA, Trustee~~

HOLLISTER FAMILY TRUST, dated August 6, 1998

By: *F. Graham Hollister, Jr.*
F. GRAHAM HOLLISTER, JR., Trustee

By: *Joyce A. Hollister*
JOYCE A. HOLLISTER., Trustee

BLANCHARD FAMILY TRUST dated February 5, 2013

By: *Amelia*
AMELIA PHIPPS HOLLISTER BLANCHARD, Trustee

By: *Rodney Dee Blanchard*
RODNEY DEE BLANCHARD, Trustee

SUPPLIED PARCEL OWNERS:

By: _____
JENNIFER A. HOLLISTER

By: _____
KURTIS R. HILDEBRAND

By: _____
AMELIA H. DERUNTZ

By: _____
GEOFFREY H. DERUNTZ

J. A. HOLLISTER, L.C., a Nevada limited liability company

By: _____
JOYCE A. HOLLISTER, Manager

The Red Bunk House, LLC, a Nevada limited liability company

By: _____
JOYCE HOLLISTER, Manager

AMELIA PHIPPS HOLLISTER BLANCHARD TRUST, created u/d/t dated December 20, 1996

By: _____
AMELIA PHIPPS HOLLISTER BLANCHARD, Trustee

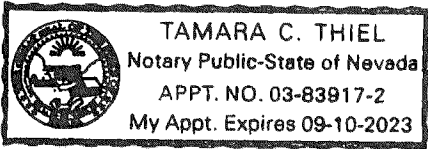
THE HOLLISTER SECOND FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

By: _____
JOYCE A. HOLLISTER, General Partner

By: _____
F. GRAHAM HOLLISTER, JR., General Partner

STATE OF Nevada)
 : ss.
COUNTY OF Carson City)

This instrument was acknowledged before me on the 14th, day of February 2022, by JOYCE A. HOLLISTER aka JOYCE HOLLISTER.



Tamara C. Thiel
Notary Public

STATE OF NEVADA)
 : ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____, day of _____ 2022, by JENNIFER A. HOLLISTER.

Notary Public

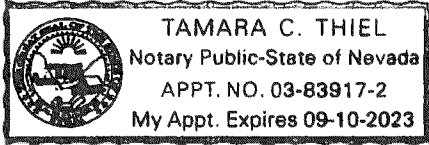
STATE OF NEVADA)
 : ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____, day of _____ 2022, by KURTIS R. HILDEBRAND.

Notary Public

STATE OF NEVADA)
 : ss.
COUNTY OF Carson City)

This instrument was acknowledged before me on the 14th, day of February 2022, by F. GRAHAM HOLLISTER, JR.



Tamara C. Thiel

Notary Public

~~STATE OF NEVADA)
 : ss.
COUNTY OF _____)~~

~~This instrument was acknowledged before me on the _____, day of _____ 2022, by AMELIA D. VAIDYA.~~

~~_____
Notary Public~~

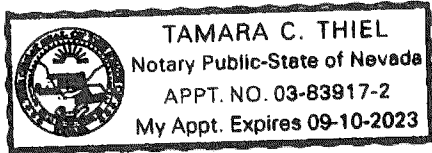
~~STATE OF NEVADA)
 : ss.
COUNTY OF _____)~~

~~This instrument was acknowledged before me on the _____, day of _____ 2022, by AMELIA H. DERUNTZ.~~

~~_____
Notary Public~~

STATE OF NEVADA)
 : SS.
COUNTY OF Carson City)

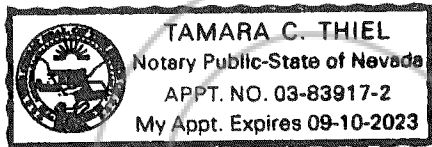
This instrument was acknowledged before me on the 14th, day of February 2022, by
GEOFFREY HOLLISTER DERUNTZ also known as GEOFFREY H. DERUNTZ.



Tamara C. Thiel
Notary Public

STATE OF NEVADA)
 : SS.
COUNTY OF Carson City)

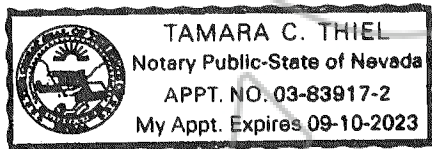
This instrument was acknowledged before me on the 19th, day of February 2022, by
AMELIA PHIPPS HOLLISTER BLANCHARD.



Tamara C. Thiel
Notary Public

STATE OF NEVADA)
 : SS.
COUNTY OF Carson City)

This instrument was acknowledged before me on the 15th, day of February 2022, by
RODNEY DEE BLANCHARD.



Tamara C. Thiel
Notary Public

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

SUPPLYING PARTY:

J. A. HOLLISTER, L.C., a Nevada limited liability company

By: _____
JOYCE A. HOLLISTER, Manager

WATER RIGHT OWNERS:

By: _____
JENNIFER A. HOLLISTER

By: _____
KURTIS R. HILDEBRAND

By: _____
GEOFFREY HOLLISTER DERUNTZ

AMELIA DERUNTZ VAIDYA TRUST

By: _____
AMELIA D. VAIDYA, Trustee

HOLLISTER FAMILY TRUST, dated August 6, 1998

By: _____
F. GRAHAM HOLLISTER, JR., Trustee

By: _____
JOYCE A. HOLLISTER, Trustee

BLANCHARD FAMILY TRUST dated February 5, 2013

By: _____
AMELIA PHIPPS HOLLISTER BLANCHARD, Trustee

By: _____
RODNEY DEE BLANCHARD, Trustee

SUPPLIED PARCEL OWNERS:

By: _____
JENNIFER A. HOLLISTER

By: _____
KURTIS R. HILDEBRAND

By: _____
AMELIA H. DERUNTZ

By: _____
GEOFFREY H. DERUNTZ

J. A. HOLLISTER, L.C., a Nevada limited liability company

By: _____
JOYCE A. HOLLISTER, Manager

The Red Bunk House, LLC, a Nevada limited liability company

By: _____
JOYCE HOLLISTER, Manager

AMELIA PHIPPS HOLLISTER BLANCHARD TRUST, created u/d/t dated December 20, 1996

By: _____
AMELIA PHIPPS HOLLISTER BLANCHARD, Trustee

THE HOLLISTER SECOND FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

By: _____
JOYCE A. HOLLISTER, General Partner

By: _____
F. GRAHAM HOLLISTER, JR., General Partner

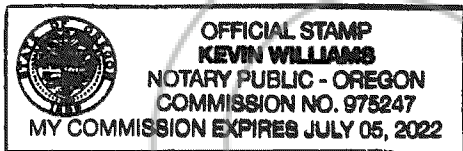
STATE OF NEVADA)
 : SS.
COUNTY OF _____)

This instrument was acknowledged before me on the _____, day of _____ 2022, by F. GRAHAM HOLLISTER, JR.

Notary Public

Oregon
~~STATE OF NEVADA~~)
 : SS.
COUNTY OF *Multnomah*)

This instrument was acknowledged before me on the 16, day of February 2022, by AMELIA D. VAIDYA.

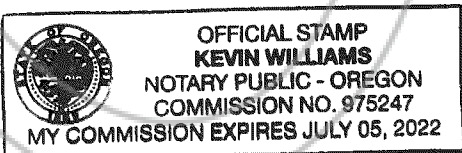


Kevin Williams

Notary Public

Oregon
~~STATE OF NEVADA~~)
 : SS.
COUNTY OF *Multnomah*)

This instrument was acknowledged before me on the 16, day of February 2022, by AMELIA H. DERUNTZ.



Kevin Williams

Notary Public

Jo
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

SUPPLYING PARTY:

J. A. HOLLISTER, L.C., a Nevada limited liability company

By: _____
JOYCE A. HOLLISTER, Manager

WATER RIGHT OWNERS:

By: *Jennifer A. Hollister*

JENNIFER A. HOLLISTER

By: *Kurtis R. Hildebrand*

KURTIS R. HILDEBRAND

HOLLISTER FAMILY TRUST, dated August 6, 1998

By: _____
F. GRAHAM HOLLISTER, JR., Trustee

By: _____
JOYCE A. HOLLISTER., Trustee

AMELIA DERUNTZ VAIDYA TRUST

By: _____
AMELIA D. VAIDYA, Trustee

By: _____
GEOFFREY HOLLISTER DERUNTZ

BLANCHARD FAMILY TRUST dated February 5, 2013

By: _____
AMELIA PHIPPS HOLLISTER BLANCHARD, Trustee

By: _____
RODNEY DEE BLANCHARD, Trustee

SUPPLIED PARCEL OWNERS:

By: 
JENNIFER A. HOLLISTER

By: 
KURTIS R. HILDEBRAND

J. A. HOLLISTER, L.C., a Nevada limited liability company

By: _____
JOYCE A. HOLLISTER, Manager

AMELIA PHIPPS HOLLISTER BLANCHARD TRUST, created u/d/t dated December 20, 1996

By: _____
AMELIA PHIPPS HOLLISTER BLANCHARD, Trustee

THE HOLLISTER SECOND FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

By: _____
JOYCE A. HOLLISTER, General Partner

By: _____
F. GRAHAM HOLLISTER, JR., General Partner

By: _____
AMELIA H. DERUNTZ

By: _____
GEOFFREY H. DERUNTZ

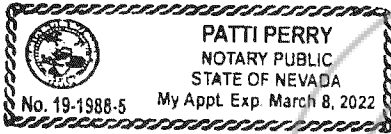
STATE OF _____)
: SS.
COUNTY OF _____)

This instrument was acknowledged before me on the _____, day of _____ 2021, by JOYCE A. HOLLISTER.

Notary Public

STATE OF NEVADA)
: SS.
COUNTY OF Nevada)

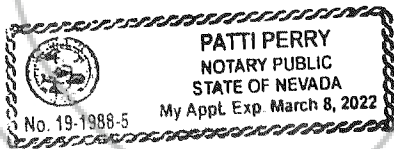
This instrument was acknowledged before me on the 4th, day of March 2022, by JENNIFER A. HOLLISTER.



Patti Perry
Notary Public

STATE OF NEVADA)
: SS.
COUNTY OF Douglas)

This instrument was acknowledged before me on the 4th, day of March 2022, by KURTIS R. HILDEBRAND.



Patti Perry
Notary Public

Exhibit A
Well Parcel

A parcel of land located within a portion of Section 3, Township 13 North, Range 19 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being more particularly described as follows:

Beginning at the Southeasterly comer of Adjusted Parcel 4 as shown on Record of Survey #5 to Accompany Lot Line Adjustment for Genoa Lakes Ventures, Document No. 337621 of the Douglas County Recorder's Office, said point bears N. 58°07'14" W., 3998.01 feet from the Southeast comer of said Section 3;

thence N. 78°13'13" W., along the Southerly line of said Adjusted Parcel 4, 175.54 feet;

thence N. 07°16'20" E., 184.37 feet;

thence N. 32°51'05" W., 102.16 feet;

thence N. 16°35'10".E., 300.88 feet to a point on the Southerly line of Round House Road;

thence S. 74°20'14" E., along said Southerly line of Round House Road, 157.91 feet;

thence S. 18°31'02" W., 112.49 feet;

thence S. 44°30'48" W., 31.34 feet;

thence S. 16°48'40" W., 15.96 feet;

thence S. 27°46'45" E., 16.25 feet;

thence S. 68°24'06" E., 17.28 feet;

thence S. 00°10'52" E., 30.05 feet;

thence S. 36°33'13" E., 12.25 feet;

thence S. 71°28'58" E., 126.46 feet;

thence S. 17°22'16" W., 175.04 feet;

thence S. 27°00'03" W., 155.04 feet to the POINT OF BEGINNING.

Containing 2.665 acres, more or less.

Basis of Bearing: The Easterly line of Jack's Valley Road as shown on Record of Survey #5 to Accompany Lot Line Adjustment for Genoa Lakes Ventures, Document No. 337621 of the Douglas County Recorder's Office.

NOTE: The above metes and bounds description appeared previously in that certain Boundary Line Adjustment Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on October 26, 2005, as Document No. 658954 of Official Records.

Exhibit B
Supplied Parcels

APN 1319-03-301-004:

A parcel of land located within a portion of Section 3, Township 13 North, Range 19 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the southwesterly corner of Adjusted Parcel 3 being on the easterly line of Jack's Valley Road as shown on Record of Survey No. 5 to Accompany Lot Line Adjustment for Genoa Lakes Ventures, Document No. 337621 of the Douglas County Recorder's Office, said point bears North 60°10'06" West, 4433.74 feet from the Southeast corner of said Section 3; thence North 13°40'10" East, along said easterly line, 36.24 feet; thence 273.11 feet, continuing along said easterly line, along the arc of a curve to the right having a central angle of 07°32'54" and a radius of 2073.03 feet, (chord bears North 17°25'12" East, 272.91 feet); thence North 21°11'39" East, continuing along said easterly right-of-way line, 262.47 feet to the southerly line of Round House Road; thence South 74°20'14" East, 153.78 feet; thence South 16°35'10" West, 300.88 feet; thence South 32°51'05" East, 102.16 feet; thence South 07°16'20" West, 184.37 feet to a point on the southerly line of Adjusted Parcel 4 of said Record of Survey No. 5; thence North 78°13'13" West, along said southerly line, 285.43 feet to the point of beginning.

Basis of Bearing: The easterly line of Jack's Valley Road as shown on Record of Survey No. 5 to Accompany Lot Line Adjustment of Genoa Lakes Ventures, Document No. 337621 of the Douglas County Recorder's Office.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on January 16, 2008, as Document No. 716314 of Official Records.

APN 1319-03-301-005:

A parcel of land located within a portion of Section 3, Township 13 North, Range 19 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being more particularly described as follows:

Beginning at the Southeasterly corner of Adjusted Parcel 4 as shown on Record of Survey #5 to Accompany Lot Line Adjustment for Genoa Lakes Ventures, Document No. 337621 of the Douglas County Recorder's Office, said point bears N. 58°07'14" W., 3998.01 feet from the Southeast corner of said Section 3;

thence N. 78°13'13" W., along the Southerly line of said Adjusted Parcel 4, 175.54 feet;
thence N. 07°16'20" E., 184.37 feet;
thence N. 32°51'05" W., 102.16 feet;
thence N. 16°35'10".E., 300.88 feet to a point on the Southerly line of Round House Road;
thence S. 74°20'14" E., along said Southerly line of Round House Road, 157.91 feet;
thence S. 18°31'02" W., 112.49 feet;

thence S. 44°30'48" W., 31.34 feet;
thence S. 16°48'40" W., 15.96 feet;
thence S. 27°46'45" E., 16.25 feet;
thence S. 68°24'06" E., 17.28 feet;
thence S. 00°10'52" E., 30.05 feet;
thence S. 36°33'13" E., 12.25 feet;
thence S. 71°28'58" E., 126.46 feet;
thence S. 17°22'16" W., 175.04 feet;
thence S. 27°00'03" W., 155.04 feet to the POINT OF BEGINNING.

Containing 2.665 acres, more or less.

Basis of Bearing: The Easterly line of Jack's Valley Road as shown on Record of Survey #5 to Accompany Lot Line Adjustment for Genoa Lakes Ventures, Document No. 337621 of the Douglas County Recorder's Office.

NOTE: The above metes and bounds description appeared previously in that certain Boundary Line Adjustment Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on October 26, 2005, as Document No. 658954 of Official Records. A parcel of land located within a portion of Section 3, Township 13 North, Range 19 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

APN 1319-03-301-006:

BEGINNING at the Southwest corner of Adjusted Parcel 1-B as shown on Record of Survey #5 to Accompany Lot Line Adjustment for Genoa Lakes Ventures, Document No. 337621 of the Douglas County Recorder's Office, said point bears N. 57°47'36" W., 4,000.01 feet from the Southeast corner of said Section 3;

thence N. 27°00'03" E., 132.10 feet;
thence N. 17°22'16" E., 175.04 feet;
thence N. 71°28'58" W., 126.46 feet;
thence N. 36°33'13" W., 12.25 feet;
thence N. 00°10'52" W., 30.05 feet;
thence N. 68°24'06" W., 17.28 feet;
thence N. 27°46'45" W., 16.25 feet;
thence N. 16°48'40" E., 15.96 feet;
thence N. 44°30'48" E., 31.34 feet;
thence N. 18°31'02" E., 112.49 feet to a point on the Southerly line of Round House Road;
thence S. 74°20'14" E., along said Southerly line of Round House Road, 159.42 feet;
thence N. 19°29'20" E., along the Easterly line of Ranch House Road, 137.86 feet;
thence N. 18°58'41" E., continuing along the Easterly line of Ranch House Road, 266.20 feet;
thence S. 73°01'14" E., 672.38 feet;
thence S. 43°01'30" W., 626.30 feet;
thence S. 16°58'46" W., 355.34 feet;
thence N. 73°24'56" W., 439.93 feet to the POINT OF BEGINNING

Containing 11.242 acres, more or less.

Basis of Bearing: The easterly line of Jack's Valley Road as shown on Record of Survey No. 5 to Accompany Lot Line Adjustment of Genoa Lakes Ventures, Document No. 337621 of the Douglas County Recorder's Office.

NOTE: The above metes and bounds description appeared previously in that certain Boundary Line Adjustment Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on October 26, 2005, as Document No. 658955 of Official Records.

APN 1319-03-202-007:

A parcel of land located within a portion of Section 3, Township 13 North, Range 19 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Northwesterly corner of Parcel 1-A at the Easterly right-of-way of Jack's Valley Road as shown on the Parcel Map for JANET DAVIS HOLLISTER and recorded in Book 889, at Page 2803, as Document No. 209037, Douglas County, Nevada, Recorder's Office, THE POINT OF BEGINNING; thence North 89°45'20" East, 425.80 feet; thence South 72°07'44" East, 50 feet; thence South 18°58'41" West, 360.09 feet; thence North 74°20'14" West, 462.26 feet to the Easterly right-of-way of Jack's Valley Road; thence North 21°11'39" East, 243.92 feet to THE POINT OF BEGINNING.

The above-described Parcel is subject to a portion of Ranch House Road, a 50.00 foot private access and Public Utility Easement, as shown on the aforementioned Parcel Map for JANET DAVIS HOLLISTER.

NOTE: The above metes and bounds description appeared previously in that certain Quitclaim Deed recorded in the office of the County Recorder of Douglas County, Nevada on September 29, 1998, as Document No. 450505 of Official Records.

APN 1319-03-202-008:

A parcel of land located within a portion of Section 3, Township 13 North, Range 19 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being more particularly described as follows:

Beginning at the Northwest corner of Adjusted parcel 6 as shown on the 3rd Record of Survey for Genoa Lakes Venture as recorded in the official records of Douglas County Nevada, book 393, page 1948 and document number 30158; thence South 78°13'13" East, 177.60 feet; thence North 16°35'04" East, 558.29 feet; thence the Point of Beginning;

thence North 74°20'14" West, 153.78 feet;
thence North 21°11'39" East, 50.24 feet;
thence North 21°11'39" East, 210.36 feet;

thence South 74°20'14" East, 462.26 feet;
thence South 18°58'41" West, 122.05 feet;
thence South 19°29'20" West, 137.86 feet;
thence North 74°20'14" West, 159.42 feet;
thence North 74°20'14" West, 157.91 feet to the Point of Beginning.

Said parcel contains 2.78 acres and is subject to a 50 foot private access and public utility easement on the southerly and easterly boundary.

Reference is made to that certain Record of Survey to Accompany Lot Line Adjustment for F. Graham Hollister Jr. & Joyce A. Hollister, filed for record in the office of the County Recorder of Douglas County, Nevada, on October 3rd, 1990 in Book 1090, Page 592 as Document No. 235949.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on March 8, 2006, as Document No. 669480 of Official Records.

APN 1319-03-601-001:

Being a portion of Section 3, Township 13 North, Range 19 East, Mount Diablo Baseline and Meridian, being more particularly described as follows:

Parcel 1-C as set forth on Parcel Map for Janet Davis Hollister, filed in the office of the County Recorder of Douglas County, Nevada, on August 21, 1989, in Book 889, Page 2803, as Document No. 209037.