

APNS 1420-29-001-006;
1429-00-002-036;
1420-00-002-032

RECORDING REQUESTED BY:

Bently Family, LLC
1597 Esmeralda Avenue
Minden, NV 89423

AND RETURN TO:

Bently Family, LLC
1597 Esmeralda Avenue
Minden, NV 89423

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

I, the undersigned, hereby affirm that this document submitted for recording does not contain the Social Security number of any person or persons. (Per NRS 239B.030)

**GRANT OF EASEMENT
(WATER LINE AND WELL HEAD)**

THIS GRANT OF EASEMENT (WATER LINE AND WELL HEAD) ("Easement"), is made on this 28 day of June, 2022, by and between BENTLY FAMILY, LLC, a Nevada limited liability company, f/k/a BENTLY FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership (hereinafter referred to as "Grantor"); and HEYBOURNE MEADOWS, LLC, a Nevada limited liability company (hereinafter referred to as "Grantee").

RECITALS

A. WHEREAS, Grantor is the owner of certain real property in Douglas County Nevada, identified as Douglas County, Nevada Assessor's Parcel Number APN# 1420-00-002-032, and which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Grantor Property").

B. WHEREAS, Grantee is the owner of adjacent property to the Grantor Property which it acquired from Grantor, identified as Douglas County, Nevada Assessor's Parcel Numbers APN# 1420-29-001-006 and APN# 1420-00-002-036, and which property is more specifically described in Exhibit B, attached hereto and incorporated herein by reference (the "Grantee Property").

C. WHEREAS, a portion of Grantee's water line and related well-head currently exists and sits within a portion of the Grantor's Property the location of which is more specifically depicted on Exhibit C, attached hereto and incorporated herein by reference.

D. WHEREAS, Grantor, on behalf of itself, its successors, heirs and assigns, desires to grant Grantee a non-exclusive easement for the use, repair and maintenance of the water line.

NOW THEREFORE, in and for consideration in the amount of \$10.00, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor hereby grants to Grantee and its respective successors, heirs, assigns, tenants, or invitees, a perpetual non-exclusive easement for the benefit of, and appurtenant to, the Grantee Property, over, under, through and across a portion of the Grantor Property consisting of a fifty (50) foot wide strip and including a 50 foot radius circle centered on the existing well head of the Grantor Property, and which described strip for the benefit of Grantee's Property continues across Grantee's Property, all as is more particularly described and depicted on Exhibit C, attached hereto and incorporated herein by reference, for the purpose of construction, use, operation, inspection, repair and maintenance of an existing well head and water line (and all facilities necessary for the proper use thereof) which serves and benefits the Grantee's Property, together with the right of ingress and egress thereto.
2. **Easement Use.** The scope of the use of this Easement created by this instrument, includes use of the Easement by Grantee's employees, authorized agents, managers, members, shareholders, officers, directors, contractors, consultants and licensees.
3. **Maintenance and Repair.** Grantee at its sole cost and expense, shall be solely responsible for the construction, installation, repair and maintenance of the water line and wellhead, and related improvements and facilities necessary or desirable for the proper use thereof and in accordance with all applicable laws. In the event that Grantee excavates or trenches or disturbs any portion of the easement area by activity of Grantee in exercising its Easement rights under this Agreement, including for the construction, installation, use, operation, inspection, maintenance, replacement or repair of the water line, well, and water storage tank, Grantee shall return the Easement area site to its original grade and condition (inclusive of landscaping).
4. **Liens.** Grantee shall keep the Grantor Property free and clear of all liens, claims and encumbrances caused by the exercise of Grantee easement rights under this instrument.
5. **Indemnification.** Grantee, its successors, heirs and assigns, agree to indemnify, defend and hold Grantor, and its heirs, successors and assigns, harmless against all liabilities, damages, claims, costs, and expenses whatsoever (including reasonable attorney's fees and court costs) arising out of or in connection with Grantee's use of the Easement.
6. **Grantor Use.** Grantor covenants for the benefit of Grantee, its successors and assigns that no building, structure or other improvements will be constructed or placed on or within the Easement area without the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor retains, for Grantor's benefit, the right to maintain, use, and otherwise landscape the Easement area for Grantor's own purposes; provided, however, that no such use shall interfere with Grantee's rights under this Easement, and such use shall comply in all respects with applicable law.

7. **Reservation of Right.** Grantor, reserves all rights of ownership in and to the Grantor Property which are not inconsistent with the easement granted herein. Grantor further reserves the right to use its respective parcel(s) for all uses not interfering with the uses permitted pursuant to the easement.

8. **Covenants Run With the Land:** The easement granted herein, and the agreements contained herein, shall be easements, restrictions and covenants running with the land of each party hereto and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of the Grantor Property and the Grantee Property, and all persons claiming under them.

9. **Recitals and Exhibits:** The recitals contained herein shall be covenants as well as recitals. Any recital set forth above and any exhibits or schedules referred to and/or attached hereto are incorporated by reference into this Easement. The recitals shall be used to interpret the rights and intents of the parties.

10. **Amendment:** This Easement shall be modified or amended only by a writing signed by the parties or their successors in interest.

11. **Attorney's Fees:** In the event of any litigation or arbitration arising out of this Easement, the prevailing party shall be entitled to recover from the other, all attorney's fees and costs incurred therein.

12. **Entire Agreement:** This instrument constitutes the entire and exclusive agreement concerning the use of the easement and supersedes all prior discussions and writings relating to the easement.

13. **Counterparts:** This instrument may be executed in two counterparts, each of which shall be deemed to be an original.

14. **Partial Invalidity:** The invalidity, illegality or unenforceability of any one or more provisions of this Easement shall in no way effect or impair the validity, legality or enforceability of the remaining provisions hereof, which shall remain in full force and effect.

15. **Choice of Laws and Jurisdiction:** This Easement shall be construed and enforced according to the laws of the State of Nevada. Any suit or proceeding to enforce or interpret this Easement shall be filed only in the appropriate court of the State of Nevada, situated in Douglas County.

16. **No Third-Party Beneficiaries.** No person, entity or agency that is not a party to this Easement including without limitation, Douglas County, shall derive any rights hereunder or be construed to be a third-party beneficiary hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement as of the date first written above.

GRANTOR:

GRANTEE:

BENTLY FAMILY LLC, a Nevada limited liability company, f/k/a BENTLYFAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

HEYBOURNE MEADOWS, LLC, a Nevada limited liability company

By: *Jeffrey R Jarboe*
Name: JEFFREY R JARBOE
Its: CFO

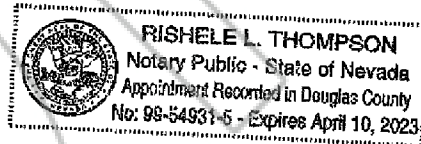
By: *Matt Carter*
Name: Matt Carter
Its: MANAGER

STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on June 28, 2022, by *Jeffrey R. Jarboe*, as *CFO* of BENTLY FAMILY LLC, a Nevada limited liability company, f/k/a BENTLY FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership

WITNESS my hand and official seal.

Signature _____

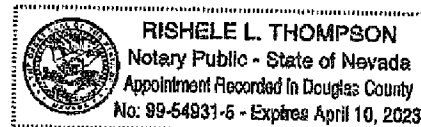


STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on June 30, 2022, by *Matt Carter*, as *manager* of HEYBOURNE MEADOWS, LLC, a Nevada limited liability company. *Heybourne Meadows, LLC, a Nevada limited liability company*

WITNESS my hand and official seal.

Signature _____



**EXHIBIT A
GRANTOR PROPERTY
LEGAL DESCRIPTION**

All that portion of Sections 8, 17, 18, 19, 20, 29, and 30, Township 14 North, Range 20 East, M.D.M., in the unincorporated territory of Douglas County, State of Nevada, described as follows:

BEGINNING at the West one-quarter corner of said Section 29; thence, along the East-west mid-section line of said Section 29, South $89^{\circ}56'11''$ East 2647.19 feet, to the center of said Section 29; thence, along the North-south mid-section line of said Section 29, North $00^{\circ}53'06''$ East 662.59 feet, to the Northeast corner of the South one-half of the Southeast one-quarter of the Northwest one-quarter of said section 29; thence, along the North line of said South one-half of the Southeast one-quarter of the Northwest one-quarter of said section 29, North $89^{\circ}59'28''$ West 1302.93 feet, to the Northwest corner of said South one-half of the Southeast one-quarter of the Northwest one-quarter of said section 29; thence, along the East line of Southwest one-quarter of the Northwest one-quarter of said Section 29, North $00^{\circ}17'36''$ East 159.97 feet; thence, northerly, along the arc of a non-tangent curve having a radius of 960.00 feet, through a central angle of $143^{\circ}34'57''$ an arc distance of 2405.75 feet, and being subtended by a chord of North $00^{\circ}17'40''$ East 1823.85 feet, to the Southeast corner of the West one-half of the West one-half of said Section 20; thence, along the East line of said West one-half of the West one-half of said Section 20, North $00^{\circ}33'00''$ East 1823.26 feet; thence, northerly, along the arc of a non-tangent curve having a radius of 960.00 feet, through a central angle of $95^{\circ}25'46''$, an arc distance of 1598.94 feet, being subtended by a chord of North $00^{\circ}06'15''$ East 1420.42 feet, to a point on the East line of the Southwest one-quarter of the Northeast one-quarter of said Section 20; thence, along said East line of the Southwest one-quarter of the Northeast one-quarter of said Section 20, North $01^{\circ}00'19''$ East 774.30 feet, to the Northeast corner of said Southwest one-quarter of the Northeast one-quarter of said Section 20; thence, along the South line of the North one-half of the Northwest one-quarter of said Section 20, South $89^{\circ}26'52''$ East 1327.41 feet, to the Southeast corner of said North one-half of the Northwest one-quarter of said Section 20; thence, along the North-south mid-section line of said Section 20, North $00^{\circ}29'22''$ East 675.62 feet, to the Southwest corner of the North one-half of the North one-half of the Northeast one-quarter of said Section 20; thence, along the South line of said North one-half of the Northeast one-quarter of said Section 20; thence, South $89^{\circ}17'16''$ East 761.20 feet, to the Minden Spur of the V&T Railroad; thence, along said Minden Spur, North $10^{\circ}18'44''$ East 5862.87 feet, to the centerline of the Carson River; thence, along the centerline of said Carson River the following courses, South $77^{\circ}30'14''$ West 74.66 feet; South $53^{\circ}08'31''$ West 297.06 feet; South $27^{\circ}50'04''$ West 302.24 feet; South $41^{\circ}16'51''$ West 484.10 feet; South $40^{\circ}06'01''$ West 1720.04 feet; South $39^{\circ}53'21''$ West 764.41 feet; South $39^{\circ}45'14''$ West 640.52 feet; South $33^{\circ}42'06''$ East 107.09 feet; South $03^{\circ}41'35''$ East 230.63 feet; South $04^{\circ}24'02''$ West 193.60 feet;

South 40°55'36" West 147.40 feet; North 84°38'47" West 238.72 feet; North 34°13'38" West 224.49 feet; thence, North 90°00'00" West 378.80 feet; South 73°08'55" West 256.11 feet; South 50°50'19" West 258.64 feet; North 90°00'00" West 96.56 feet; South 63°26'42" West 199.28 feet; South 33°07'22" West 407.78 feet; South 14°02'32" West 153.06 feet; South 35°00'13" East 271.91 feet; South 08°22'10" East 255.14 feet; South 29°05'06" West 597.67 feet; South 07°46'07" West 164.85 feet; South 12°10'36" West 387.35 feet; South 30°16'02" East 412.61 feet; South 03°22'04" West 126.43 feet; South 48°22'44" West 268.27 feet; South 80°32'30" West 180.72 feet; South 17°20'27" East 274.37 feet; South 05°54'31" West 216.46 feet; South 88°27'09" West 274.92 feet; North 80°13'18" West 218.57 feet; South 47°03'28" West 294.24 feet; South 33°14'35" East 514.87 feet; South 48°06'23" East 389.14 feet; South 07°07'41" West 179.57 feet; thence, South 49°54'41" West 184.46 feet; South 62°06'47" West 142.86 feet; South 14°44'59" West 145.87 feet; South 34°47'22" East 325.45 feet; South 03°00'51" East 141.26 feet; South 23°16'35" West 302.09 feet; South 54°28'27" West 127.77 feet; South 29°45'20" West 179.59 feet; South 10°00'44" West 384.50 feet; South 13°00'00" West 297.16 feet; South 51°57'54" East 216.89 feet; South 86°59'19" East 282.64 feet; South 48°22'43" East 89.42 feet; South 13°00'00" West 198.11 feet; South 56°19'17" West 187.44 feet; North 86°11'15" West 223.32 feet; South 77°50'01" West 387.51 feet; South 06°05'03" West 285.89 feet; South 11°32'22" East 371.30 feet; South 00°00'00" West 148.49 feet; South 38°40'19" West 190.19 feet; South 64°59'33" West 245.88 feet; South 48°39'52" West 247.30 feet; South 02°51'49" East 297.34 feet; South 25°43'11" East 222.50 feet; South 28°18'40" West 219.26 feet; South 59°45'16" West 206.35 feet; South 22°27'06" West 371.02 feet, to a point on the East-west mid-section line of said Section 30; thence, along said East-west mid-section line, South 88°33'27" East 2109.56 feet to the point of beginning.

Excepting therefrom all that portion of property lying within the ordinary high water limits of the Carson River.

Containing 674.8 acres, more or less.

The basis of bearings of this description is the Nevada State Plane Coordinate System West Zone NAD 1983.

APN: 1420-00-002-032

**EXHIBIT B
GRANTEE PROPERTY
LEGAL DESCRIPTION**

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

PARCEL A:

Lot 5 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Bently Family Limited Partnership, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 19, 2005, in Book 005, Page 8616, as File No. 658214, Official Records, being more particularly described as follows: All that portion of the Northwest one-quarter of Section 29, Township 14 North, Range 20 East, M.D.M.; in the unincorporated territory of Douglas County, State of Nevada, described as follows: Beginning at the North one-quarter of said Section 29; thence, along the northerly line of said Section 29, South $89^{\circ}50'32''$ West 1323.45 feet; thence, southwesterly along the arc of a 960.00 foot radius curve, concave to the south-east, through a central angle of $53^{\circ}05'42''$, an arc distance of 889.62 feet, and having a chord of South $45^{\circ}32'17''$ West 858.12 feet; thence, North $89^{\circ}38'55''$ East 1926.78 feet, to the north-south mid-section line of said Section 29; thence, North $00^{\circ}53'06''$ East 592.96 feet, to the point of beginning.

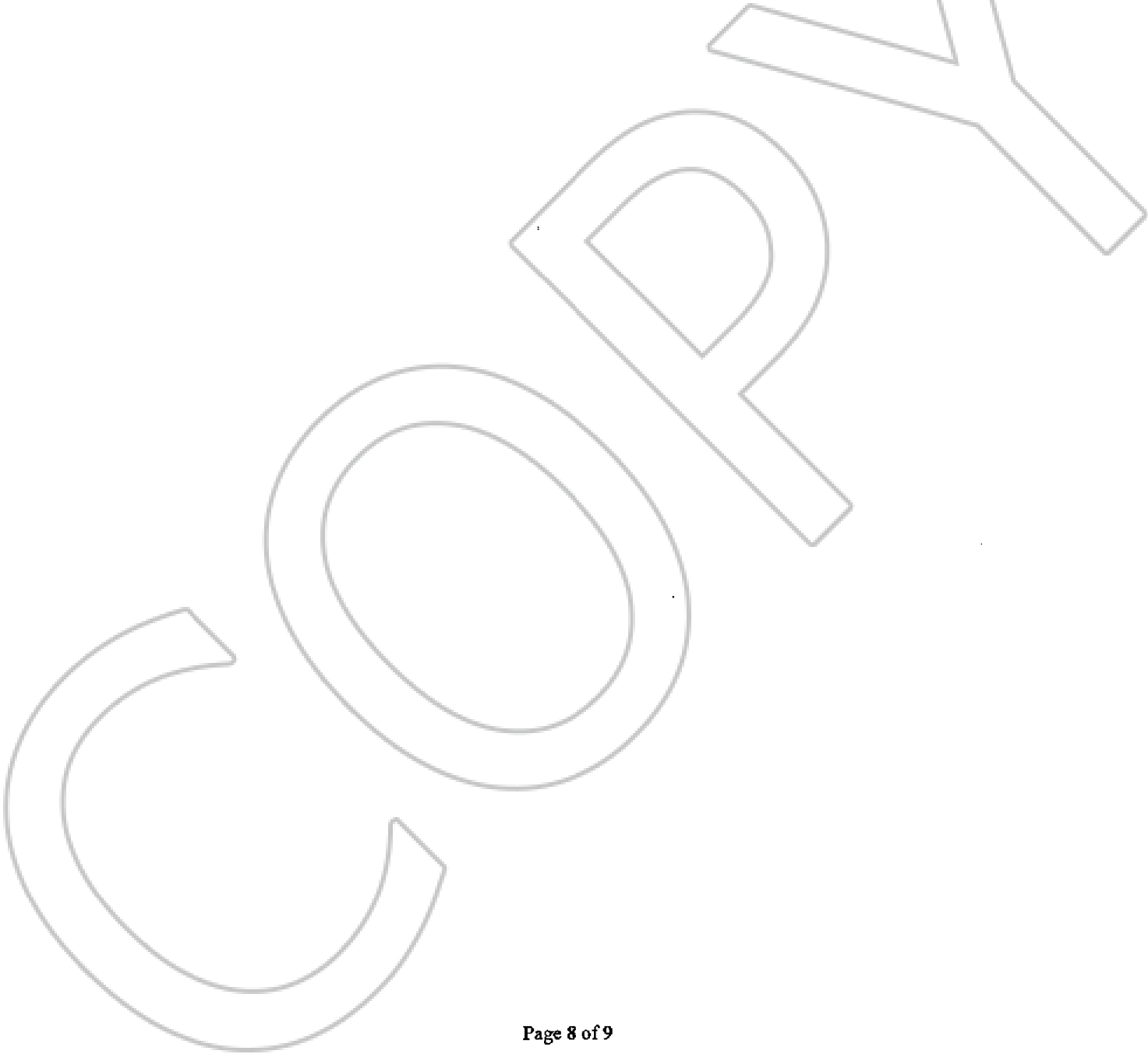
APN: 1420-29-001-006

PARCEL B:

Lot 4 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Bently Family Limited Partnership, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 19, 2005, in Book 005, Page 8616, as File No. 658214, Official Records, being more particularly described as follows: All that portion of the Southwest one-quarter of Section 20, Township 14 North, Range 20 East, M.D.M., in the unincorporated territory of Douglas County, State of Nevada, described as follows: Beginning at the South one-quarter of said Section 20; thence, along the north-south mid-section line of said Section 20, North $0^{\circ}38'11''$ East 660.04 feet; thence South $89^{\circ}50'32''$ West 1324.53 feet, to the West line of the southeast one-quarter of the southwest one-quarter of said Section 20; thence, along said West line of the southeast one-quarter of the southwest one-quarter of said Section 20, South $00^{\circ}33'00''$ West 660.03 feet, to the southerly line of said Section 20, thence, along the southerly line of said Section 20, North $89^{\circ}50'32''$ East 1323.45', to the point of beginning.

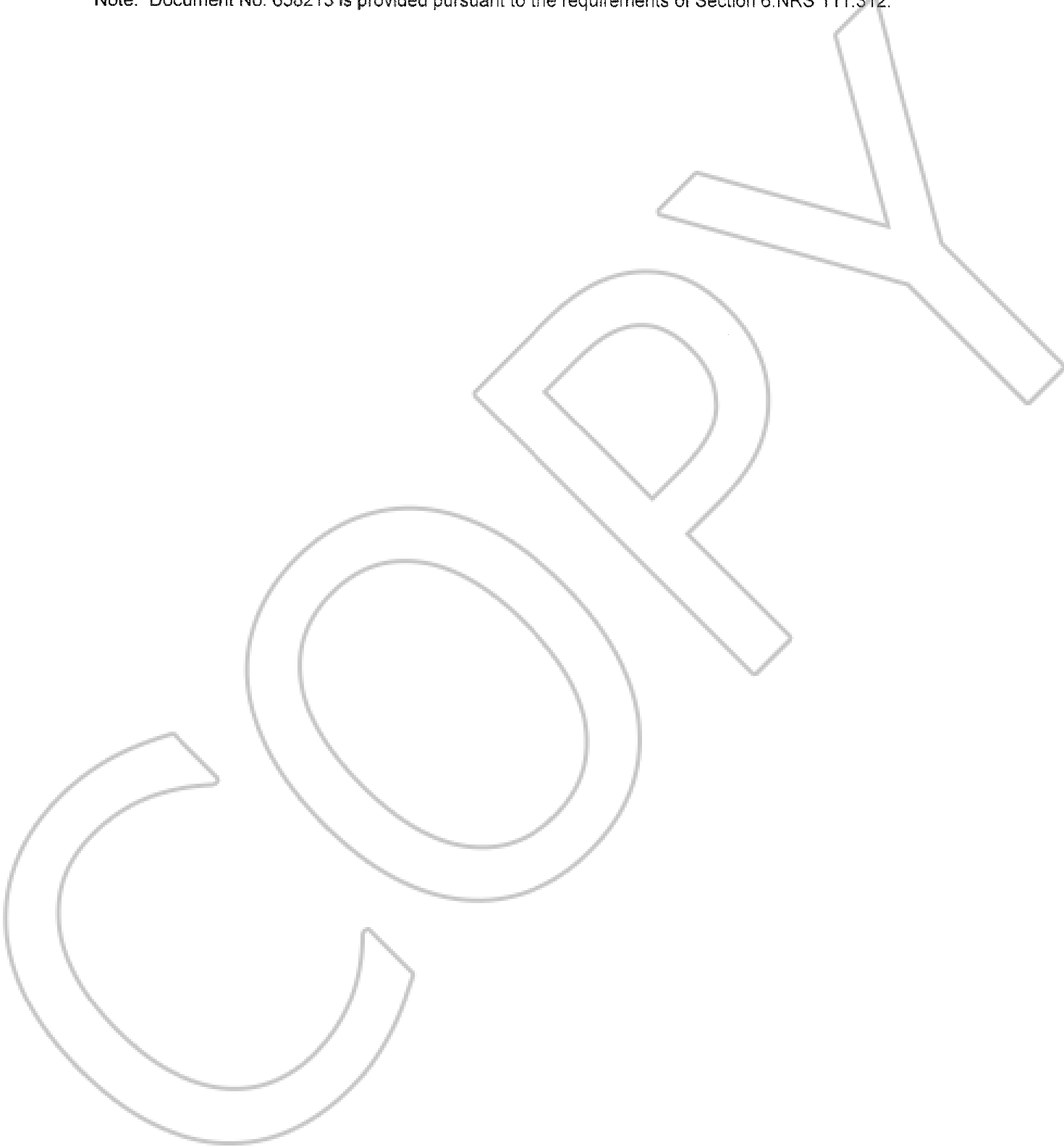
EXCEPTING THEREFROM all mineral, oil, gas and other hydrocarbon substances and geothermal resources in, under, or produced and saved from, together with the right of surface entry as conveyed to JJ Resources, a California general partnership by Deed of Mineral Interest recorded October 27, 1981, in Book 1081, Page 1427, as File No. 61512, Official Records, Douglas County, Nevada.

APN: 1420-00-002-036



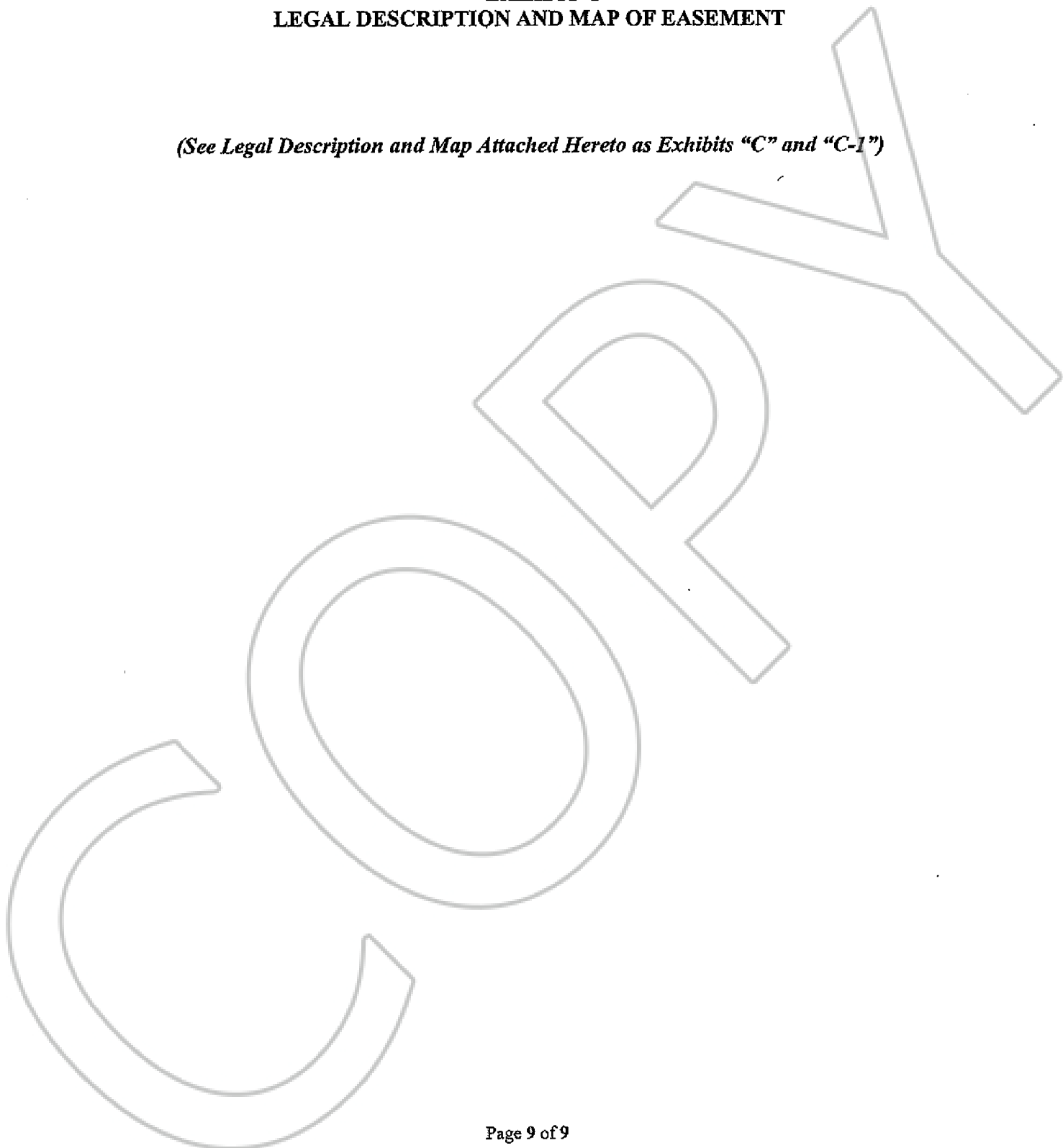
APN: 1420-29-001-008

Note: Document No. 658213 is provided pursuant to the requirements of Section 6.NRS 111.312.



**EXHIBIT C
LEGAL DESCRIPTION AND MAP OF EASEMENT**

(See Legal Description and Map Attached Hereto as Exhibits "C" and "C-1")



1640-049
04/20/2022

EXHIBIT "C"
DESCRIPTION
WATERLINE EASEMENT
(OVER A.P.N. 1420-00-002-032, 1420-29-001-006 & 1420-00-002-036)

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

A strip of land 50 feet wide and centered 25 feet either side of the following center line description for a waterline easement, and associated appurtenances, located within a portions of Sections 20, 29 & 30, Township 14 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the Section corner common to sections 19, 20, 29 & 30, T14N, R20E, M.D.M., thence South 52°25'24" West a distance of 612.9 feet to the center of an existing well head, said wellhead being the True **POINT OF BEGINNING** of this description;

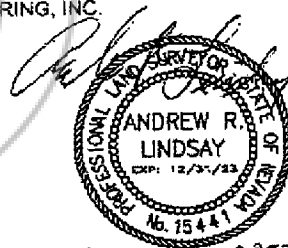
Thence along the following three courses:

- 1) South 74°58'53" East a distance of 573.67 feet:
- 2) North 70°38'32" East a distance of 1954.13 feet to an existing water valve:
- 3) North 65°03'45" East distance of 94.49' to the approximate center of an existing water tank, said water tank being the **TERMINUS** of the centerline portion of this description.

AND ALSO INCLUDING the areas encompassed by a 50 foot radius circle centered on the existing wellhead at the point of beginning and the area of a 100 foot radius circle centered on the existing water tank at the centerline terminus.
The area of this easement description is 3.74 acres, more or less.

The Basis of Bearing of this description is the section line between the section corner for sections 19, 20, 29 & 30, T14N, R20E, M.D.M. and the Quarter corner between sections 29 & 30, T14N, R20E, M.D.M. (South 00° 45' 08" West, NV West) as established by GPS observations.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



APRIL 20, 2022

EXHIBIT "C"

