

1220-07-001-001, 1219-12-001-002,
121912-001-003, 1220-07-001-007, 1220-07-001-008

APN# _____

Recording Requested by/Mail to:

Name: Robertson, Johnson, Miller & Williamson

Address: 50 West Liberty Street, Suite 600

City/State/Zip: Reno, NV 89501

Mail Tax Statements to:

Name: N/A

Address: N/A

City/State/Zip: N/A

Declaration of Easement and Maintenance Agreement

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Alexandra Fleming
Signature

Alexandra Fleming
Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

APNs: 1220-07-001-001
1219-12-001-002
1219-12-001-003
1220-07-001-007
1220-07-001-008

WHEN RECORDED PLEASE RETURN TO:

Robertson, Johnson, Miller + Williamson
50 West Liberty Street, Suite 600
Reno, NV 89501

MAIL FUTURE TAX STATEMENTS TO:

N/A

Pursuant to NRS 239B.030, the undersigned do hereby affirm that this document submitted for recording does not contain a social security number.

DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT

This Declaration of Easement and Maintenance Agreement (this "**Declaration**") is made this 9 day of August, 2022, by and between J. Max Reeder and Joye G. Reeder, trustees of the Reeder Family Trust dated June 23, 2010 ("**Reeders**") and F. Heise Land and Live Stock Co., a Nevada corporation ("**F. Heise**")

RECITALS

A. Reeders are the owners of real property described as Adjusted Parcel 5 containing 38.1 acres set forth on that certain Record of Survey to Supporting Boundary Line Adjustment for Chris H. and Ellen H. Gansberg, Todd and Julie Gansberg, recorded May 11, 1998, in Book 598, page 1827 as instrument number 439309, official records of Douglas County Recorder. Assigned APN 1220-07-001-001 by the Douglas County Recorder.

B. F. Heise is the owner of real property located adjacent to, in part, and west of the above Adjusted Parcel 5 being APN 1219-12-001-002, 1219-12-001-003, APN 1220-07-001-007 and APN 1220-007-001-008.

C. A ditch maintenance easement being 32 feet in width for maintenance of Carson River Decreed water rights has been placed upon Adjusted Parcel 5. Such easement is currently

in full force and effect, and has been in existence for many years. The parties hereto acknowledge such maintenance easement, and acknowledge the following recorded documents, as follows:

1. Grant of Easement to Construct and Maintain an Irrigation Ditch between Harry F. Wennhold and Anne Wennhold and Ida F. Wennhold and others, recorded with the Douglas County Recorder on March 18, 1975, in Book 375, Page 477, Document No. 78873.
2. Ticor Title Preliminary Report – 1st Amendment – Schedule B – Section B, No. 14. Map of division into large parcels dated October 6, 1993, recorded October 6, 1993, in Book 1093, Page 754, Document No. 319498 of official records.
3. Ticor Title Preliminary Report – 1st Amendment – Schedule B – Section B, No. 15. Easements as set forth in Record of Survey Plat, recorded May 11, 1998 with the Douglas County Recorder in Book 598, Page 1827, Document No. 4939309.

D. F. Heise utilizes the easement described above to maintain a water conveyance ditch which delivers Carson River decreed water to the real property described in Recital B above. The parties wish to maintain such easement and water conveyance system in good order.

NOW, THEREFORE, in consideration of the above Recitals and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. That Reeders do hereby acknowledge that Adjusted Parcel 5 is subject to the easements described in Recital C above (hereinafter easement).
2. Reeders, successors and assigns, do hereby agree to jointly maintain the easement in an equal basis with F. Heise. The Parties expressly agree to maintain, remove vegetation, straighten out if necessary and to make the water conveyance system crossing the Reeders Adjusted Parcel 5 as is efficient as is reasonably possible. The parties shall jointly agree to the maintenance schedule and shall pay for the same on an equal basis.
3. The Parties hereto agree that this Acknowledgement of Easement and Maintenance Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.
4. **Easement Running with the Land.** The Easement granted in this Agreement is appurtenant to the Dominant Tenement. It shall run with the land, does touch and concern the same, is intended to and does burden Reeder's Property and benefit the F. Heise's Property. Reeder's Property is the servient tenement and F. Heise's Property is the dominant tenement. The Easement and the other terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, including, without limitation, all subsequent owners of either Reeder's Property or the F. Heise's Property, and all persons claiming under them.

5. **Description of Easement.** The Easement granted in this Agreement is described as follows: As set forth on document number 319498 as described in Recital C(2).

6. **No Termination Due to Unity or Merger of Estates.** The Easement shall not terminate due to the unity of ownership of the easement area, now or at any time in the future.

7. **Amendment of Agreement.** This Agreement represents the full, complete and entire expression respecting the subject matter of this Agreement. This Agreement may be modified, amended or terminated, in whole or in part, only with the written consent of all of the then current owners of record of Reeder's Property and F. Heise's Property. Any modification, amendment or termination of this Agreement shall become effective only upon recording the same in the Office of the County Recorder of Douglas County, Nevada.

8. **Interpretation.** The provisions of this Agreement shall be liberally construed to effect its purpose; the section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. All personal pronouns used in this instrument shall include the other gender, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

9. **No Waiver.** Failure by any party to enforce any covenant, condition or restriction contained herein or in any certain instance or on any particular occasion shall not be deemed to be a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

10. **Severability.** If any part of this Agreement is illegal, invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Moreover, to the greatest extent possible, any illegal, invalid or unenforceable provision shall be replaced with enforceable provision(s) that, as nearly as possible, reflect the terms and purpose of the illegal, invalid or unenforceable provisions.

11. **Attorneys' Fees.** In any action between the parties arising out of or relating to this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief or other relief, to its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, those incurred on appeal and in collection.

12. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties' heirs, executors, administrators, successors, and assigns.

13. **Governing Law.** This Agreement shall be governed by Nevada law. The parties agree to submit to the jurisdiction of the state and federal courts located in Douglas County, Nevada and agree that venue for any dispute regarding this Agreement shall be in Douglas County, Nevada.

14. **Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

J. Max Reeder
J. Max Reeder, Trustee of the Reeder Family Trust

Joye G. Reeder
Joye G. Reeder, Trustee of the Reeder Family Trust

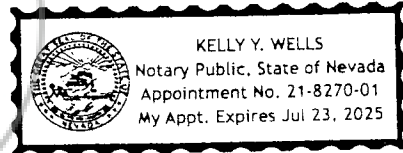
F. Heise Land and Live Stock Co.

By: Clarence Burr Pres
Clarence Burr, President

STATE OF NEVADA)
 Clark) SS:
COUNTY OF Douglas)

This instrument was acknowledged before me on August 12, 2022, by J. Max. Reeder as Trustee of the Reeder Family Trust.

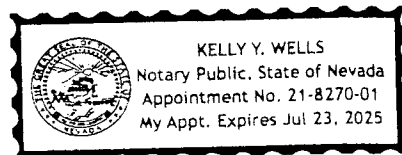
Kelly Y Wells
Notary Public



STATE OF NEVADA)
 Clark) SS:
COUNTY OF Clark)

This instrument was acknowledged before me on August 12, 2022, by Joye G. Reeder as Trustee of the Reeder Family Trust.

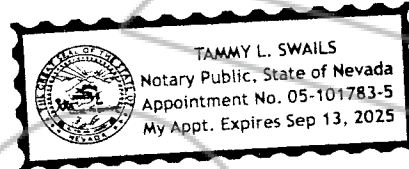
Kelly Y Wells
Notary Public



STATE OF NEVADA)
) SS:
COUNTY OF Douglas)

This instrument was acknowledged before me on Aug 9, 2022, by Clarence Burr as President of F. Heise Land & Live Stock Co.

Tammy L. Swails
Notary Public



COPIED



Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

kellison@co.douglas.nv.us

(775) 782-9027

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.



Signature

8/26/22

Date

Alexandra Fleming

Printed Name