

APN: 1319-23-000-009

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

ALLING & JILLSON, LTD.  
Post Office Box 3390  
Stateline, NV 89449



SHAWNYNE GARREN, RECORDER

DITCH AND IRRIGATION FACILITIES  
MAINTENANCE AGREEMENT AND ACCESS EASEMENT

THIS DITCH AND IRRIGATION FACILITIES MAINTENANCE AGREEMENT AND ACCESS EASEMENT ("Agreement") is made and entered into this 14<sup>th</sup> day of February 2024, 2024 *gl* notwithstanding a different date of execution hereof ("Effective Date"), by and between JD NV RANCH, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Grantor") and TEIG FAMILY INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY and TEIG FAMILY 1995 TRUST (collectively, "Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Grantor and Grantee are adjoining property owners, Grantor owning that certain real property located in Douglas County, Nevada, identified as Assessor's Parcel Number 1319-23-000-009 ("Grantor's Property") and Grantee collectively owning that certain real property located in Douglas County, Nevada, identified as Assessor's Parcel Number 1319-22-000-012 ("Grantee's Property"); and

WHEREAS, there exists a ditch and irrigation facilities (collectively "Facilities") upon and across Grantor's Property that serves Grantee's Property as the downstream user; and

WHEREAS, Grantor and Grantee wish to set forth their respective responsibilities with regard to the Facilities and grant Grantee access over Grantor's Property to service and maintain the Facilities as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Parties agree as follows:

1. Responsibilities of Parties; Grant of Easement. Grantor shall be responsible for the maintenance, service, repair and proper functioning of the Facilities that exist upon Grantor's Property to perpetuate flows to Grantee's Property. Grantor shall not obstruct the flow or alter the course of the Facilities. To the extent that Grantor shall refuse or fail to maintain the Facilities such that the Grantee's rights as a downstream user are adversely affected, Grantor, as the owner of Grantor's Property, hereby grants to Grantee, as the owner of Grantee's Property, and Grantee's successors and assigns, a non-exclusive access easement over and across that portion of Grantor's Property that is more particularly described on Exhibit A hereto ("Easement Area") for the purpose of ingress and egress to the Easement Area and the Facilities thereon and for performance of maintenance, service, repairs, and necessary modifications to the Facilities to ensure the proper functioning of the Facilities for Grantee's use.

2. Cost, Expenses, and Maintenance. The Parties agree that Grantor shall be responsible for the costs of service and maintaining the Easement Area and the Facilities thereon in good condition and repair. Grantor shall not be responsible for the maintenance or repair to any portion of the Facilities that are located anywhere other than on Grantor's Property, or any improvements beyond the maintenance and such repairs as necessary to continue the proper functioning of the Facilities located on Grantor's Property for Grantee's use and access to the irrigation flows therefrom. Any capital improvement of the Facilities located in the Easement Area and the costs to install any additional facilities shall be subject to the prior written agreement of the Parties.

In the event that Grantor fails or refuses to perform Grantor's maintenance responsibilities hereunder and Grantee enters the Easement Area to perform such responsibilities, Grantor shall be responsible to pay or reimburse Grantee for the reasonable costs of such maintenance or repairs. In such event, Grantee shall provide to Grantor a demand for payment of such expenses which demand shall be accompanied by supporting documentation of the costs of materials and labor related to such maintenance or repairs. If such amount is not paid to Grantee within sixty (60) days of a demand for same is made to Grantor, Grantor shall additionally be liable to Grantee for interest, attorney's fees, and court costs.

3. Cooperation and Non-Obstruction. The Parties hereto mutually agree that each shall use the rights granted herein, with due regard to the rights of the other and the other's use thereof, and shall not use the Easement Area in any way that will impair the rights of the other to use same.

4. Indemnity. The Parties agree to indemnify and hold each other harmless against all costs, expenses, or liability for injury to persons or damage to property related to access to or any activity upon the Easement Area, when such injury or damage shall result from, arise out of, or be attributable to the willful or grossly negligent acts of any one party, their agents, contractors, guests, or invitees.

5. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Parties as owners of the respective property of Grantor and Grantee.

6. Governing Law/Venue. This Agreement and the rights and duties of the Parties will be construed in accordance with and governed by the laws of the State of Nevada. Proper and exclusive venue for any dispute arising out of or relating to this Agreement, or in which any of the Parties asserts this Agreement in connection with any claim or defense, will be adjudicated by the Ninth Judicial District Court, State of Nevada in and for the County of Douglas.

7. Attorney's Fees. If any of the Parties must resort to legal action in order to enforce the provisions of this Agreement or must defend such a suit, the prevailing party will be entitled to recover from the other Party all reasonable attorney's fees and all reasonable costs and expenses incurred in such a suit, which costs and expenses shall not be limited to statutory costs and expenses.

8. Counterparts; Signatures. The Parties may execute this Agreement in counterparts, which will collectively constitute one agreement that will be binding on the Parties. Electronically generated or delivered signatures shall have the same binding effect as originals.

9. Entire Agreement. This Agreement embodies the entire understanding among the Parties with respect to the subject matter hereof, superseding any and all other prior agreements, understandings, negotiations, and discussions and none of the Parties will be bound by any definition, condition, warranty, or representation, other than those expressly stated in this Agreement.

*Signatures and acknowledgments follow:*

IN WITNESS WHEREOF, the Parties hereto have set their hand on the day and date first above written.

GRANTOR:

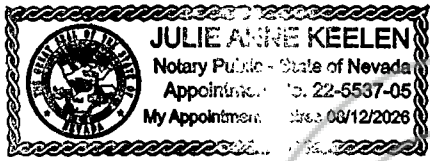
JD NV RANCH, LLC, A NEVADA LIMITED LIABILITY COMPANY

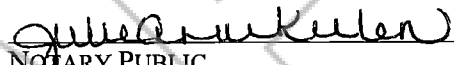
BY:

  
JEFFREY S. GORDON, MANAGER

STATE OF NEVADA         )  
                                      ss.  
COUNTY OF DOUGLAS     )

This instrument was acknowledged before me on February 14, ~~2023,~~ <sup>2024</sup> 2024, by JEFFREY S. GORDON, MANAGER OF JD NV RANCH, LLC, A NEVADA LIMITED LIABILITY COMPANY



  
NOTARY PUBLIC

GRANTEE:

TEIG FAMILY INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY

BY:

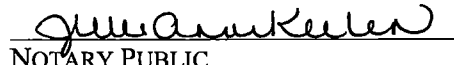
  
GAIL P. TEIG, MANAGER



STATE OF NEVADA         )  
                                      ss.  
COUNTY OF DOUGLAS     )

This instrument was acknowledged before me on January 26 2024, ~~2023,~~ <sup>2024</sup> 2024, by GAIL P. TEIG, MANAGER OF TEIG FAMILY INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY.



  
NOTARY PUBLIC

3381-001  
07/07/2023

**DESCRIPTION  
42' DITCH AND MAINTENCE EASEMENT  
(OVER A.P.N. 1319-23-000-009)**

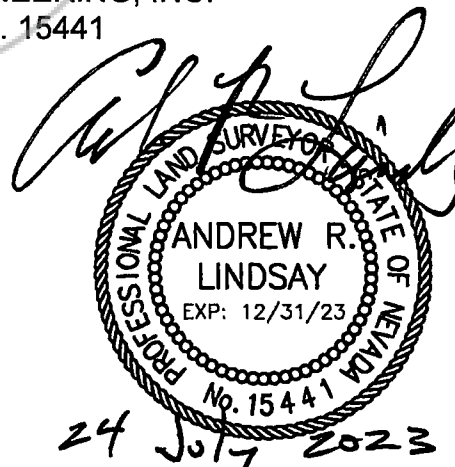
All that real property situate in the County of Douglas, State of Nevada, described as follows:

A forty-two-foot wide (42') strip of land for ditch and maintenance easement purposes located within portions of Section 22 and 23, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

**COMMENCING** at the southwest corner of the Parcel 7 as shown on the Map of Division into Large Parcels for Teig Family LTD. Partnership and Pamela Lyn Niehoff, filed for record August 8, 1996 in the office of Recorder, Douglas County, Nevada as Document No. 393888, said point falling on the north right-of-way line of Muller Lane; thence leaving said north right-of-way line of Muller Lane, North 04°59'59" West, 164.03 feet to the **POINT OF BEGINNING**;  
thence North 04°59'59" West, 42.00 feet;  
thence North 85°00'01" East, 165.92 feet;  
thence North 89°19'18" East, 651.81 feet;  
thence South 06°01'35" East, 42.18 feet;  
thence South 89°19'18" West, 654.16 feet;  
thence South 85°00'01" West, 164.33 feet to the **POINT OF BEGINNING**, containing 34,361 square feet or 0.79 acres, more or less.

The Basis of Bearing of this description is N 04°59'59" W the Muller right-of-way line as shown the Map of Division into Large Parcels for Teig Family LTD. Partnership and Pamela Lyn Niehoff, filed for record August 8, 1996 in the office of Recorder, Douglas County, Nevada as Document No. 393888

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
Andrew R. Lindsay P.L.S. 15441  
P.O. Box 2229  
Minden, Nevada 89423

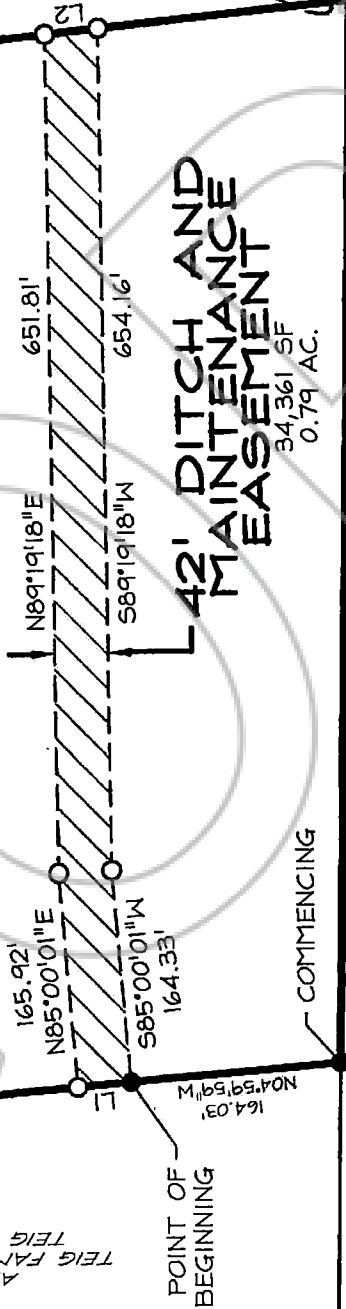


LINE TABLE		
LINE	BEARING	LENGTH
L1	N04°59'59"W	42.00'
L2	S06°01'35"E	42.18'

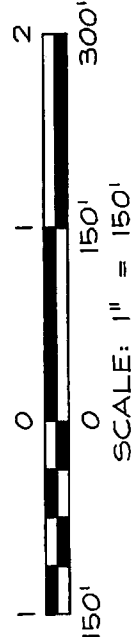
A.P.N. 1319-23-000-012  
TEIG FAMILY INVESTMENTS, LLC 77%  
TEIG FAMILY 1995 TRUST 23%

A.P.N. 1319-23-000-009  
JD NV RANCH LLC

A.P.N. 1319-23-000-007  
NATURE CONSERVANCY THE  
NEVADA FIELD OFFICE



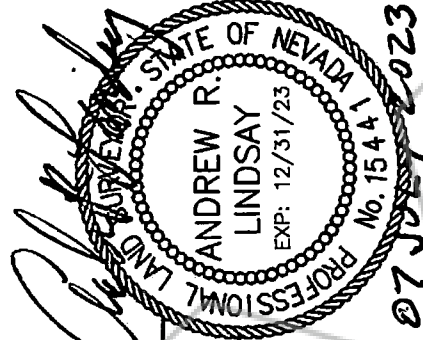
MULLER LANE



**R O Anderson**

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**EXHIBIT**  
**42' DITCH AND MAINTENANCE EASEMENT**  
(DOUGLAS COUNTY, NEVADA)



07/07/23