

APN: 1320-08-401-004

When recorded return to:
SJR, LLC
11340 Commercial Parkway
Castroville, CA 95012



SHAWNYNE GARREN, RECORDER

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per NRS 239B-030

IRRIGATION AND MAINTENANCE EASEMENT

THIS IRRIGATION AND MAINTENANCE EASEMENT (Easement) is made and entered into this 21 day of March, 2024, notwithstanding a different date of execution hereof (Effective Date), by and between SJR, LLC, a limited liability company (Grantor) and ALLERMAN UPPER VIRIGINA IRRIGATION COMPANY, INC., (Grantee or Irrigation Company). Grantor and Grantee are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Grantor owns that certain real property located in Douglas County, Nevada, identified as Assessor's Parcel Number 1320-08-401-004 (Grantor's Property); and

WHEREAS, there exists an irrigation ditch, locally known as the Heybourne Ditch, upon a portion of Grantor's Property that serves downstream users of the Irrigation Company; and

WHEREAS, Grantor and Grantee wish to set forth their respective responsibilities with regard to the irrigation ditch and grant Grantee access over Grantor's Property to service and maintain the irrigation ditch 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 not obstruct the flow or alter the course of the irrigation ditch. Grantor hereby grants to Grantee, a non- exclusive irrigation and maintenance 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 irrigation ditch thereon and for performance of maintenance, service, repairs, and necessary modifications to the irrigation ditch to ensure the proper functioning of the irrigation ditch for Grantee's use.
2. 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.

3. 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.
4. Successors and Assigns. This Easement shall run with the land and be binding upon and insure to the benefit of the successors and assigns of the Parties.
5. Governing Law/Venue. This Easement 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.
6. Attorney's Fees. If any of the Parties must resort to legal action in order to enforce the provisions of this Easement 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.
7. Counterparts; Signatures. The Parties may execute this Easement in counterparts, which will collectively constitute one easement that will be binding on the Parties. Electronically generated or delivered signatures shall have the same binding effect as originals.
8. Entire Agreement. This Easement 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 Easement.

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

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GRANTOR:

SJR, LLC

By: *Stan Silva*
Stan Silva, Managing Member

STATE OF NEVADA)
 SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March 21, 2024, by Stan Silva, Managing Member, SJR LLC, personally known (or proved) to me to be the persons whose name is subscribed to the foregoing document, who acknowledged to me that he executed it in his authorized capacity, and that by his signature on this instrument the entity upon behalf of which the person acted, executed this instrument.



Julie Anne Keelen
Notary Public

GRANTEE:

ALLERMAN UPPER VIRIGINA IRRIGATION COMPANY, INC.,

By: *Matt McKinney*
Matt McKinney, President

STATE OF NEVADA)
 SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March 18, 2024, by, Matt McKinney, President, ALLERMAN UPPER VIRIGINA IRRIGATION COMPANY, INC., personally known (or proved) to me to be the persons whose name is subscribed to the foregoing document, who acknowledged to me that he executed it in his authorized capacity, and that by his signature on this instrument the entity upon behalf of which the person acted, executed this instrument.



Julie Anne Keelen
Notary Public

3081-002
03/08/24

**EXHIBIT A
DESCRIPTION
42' IRRIGATION AND MAINTENANCE EASEMENT
(Over A.P.N. 1320-08-401-004)**

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

A forty-two-foot (42') strip of land for irrigation and maintenance purposes located within a portion of Section 8, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the northeast corner of Parcel 3 as shown on the Land Division Map for F.A. & M.M. Thaheld, filed for record June 8, 1984, in the office of the Recorder, Douglas County, Nevada as Document No. 101922, said point falling on the west right-of-way of Heybourne Road;

THENCE leaving said west right-of-way of Heybourne Road and along the north boundary line of said Parcel 3, South 89°38'01" West, 42.00 feet;

THENCE leaving said north boundary line of said Parcel 3, North 00°00'09" West, 1,004.86 feet to a point on the south boundary line of Schwarzer parcel per said Document No. 101922;

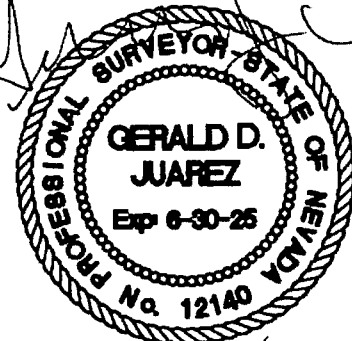
THENCE along said south boundary line of Schwarzer parcel, North 89°46'14" East, 42.00 feet;

THENCE leaving said south boundary line of Schwarzer parcel, South 00°00'09" East, 1,004.78 feet to a point on said north boundary line of said Parcel 3 to the **POINT OF BEGINNING**.

Containing 42,203 square feet more or less.

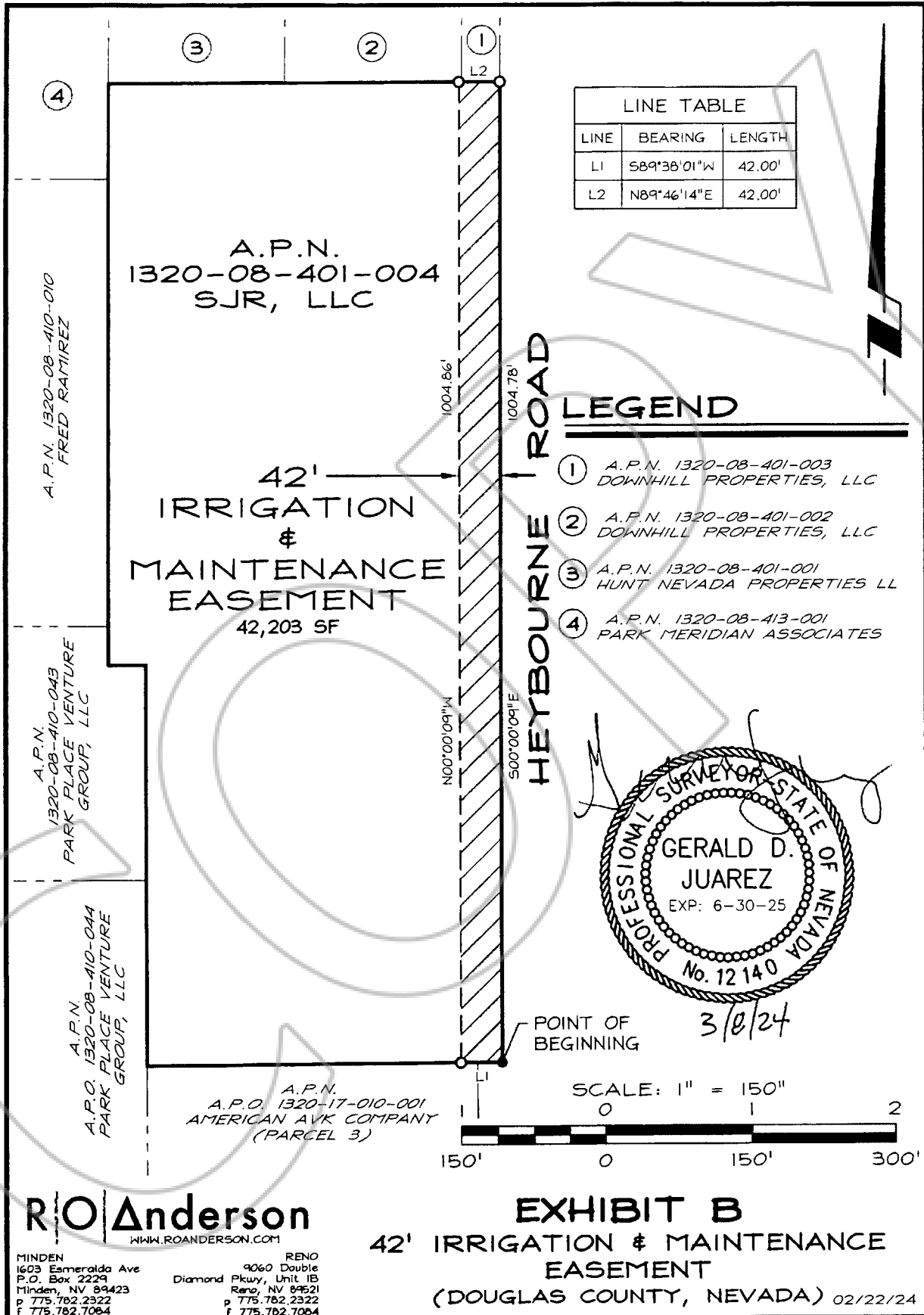
The Basis of Bearing of this description is N 89°38'01" E the North line of Parcel 3 as shown on the Land Division Map for F.A. & M.M. Thaheld, filed for record June 8, 1984, in the office of Recorder, Douglas County, Nevada as Document No. 101922.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Jerry D. Jurez, P.L.S. 12140
P.O. Box 2229
Minden, Nevada 89423



3/8/24

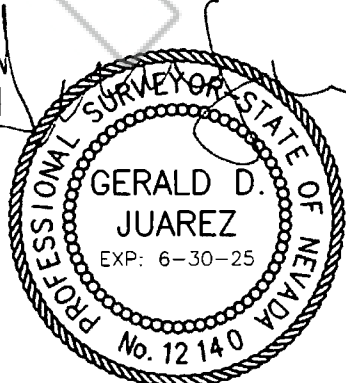
Y:\Client Files\3081-002\CAD\Survey\Exhibits\3081-002 42' Irrigation and Maint Easement.dwg 3/8/2024 3:53:12 PM Jerry Juarez



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°38'01"W	42.00'
L2	N89°46'14"E	42.00'

LEGEND

- ① A.P.N. 1320-08-401-003 DOWNHILL PROPERTIES, LLC
- ② A.P.N. 1320-08-401-002 DOWNHILL PROPERTIES, LLC
- ③ A.P.N. 1320-08-401-001 HUNT NEVADA PROPERTIES LL
- ④ A.P.N. 1320-08-413-001 PARK MERIDIAN ASSOCIATES



POINT OF BEGINNING

SCALE: 1" = 150"



R/O Anderson
WWW.ROANDERSON.COM

EXHIBIT B
42' IRRIGATION & MAINTENANCE EASEMENT
(DOUGLAS COUNTY, NEVADA) 02/22/24

MINDEN 1603 Esmeralda Ave P.O. Box 2229 Minden, NV 89423 p 775.782.2322 f 775.782.7064
RENO 9060 Double Diamond Pkwy, Unit 1B Reno, NV 89521 p 775.782.2322 f 775.782.7064