

**DRAFT 04/27/20**  
**Agreement re East Drain Easement**

APN: 001-551-08

Recording Requested by  
and Return to:  
Walker River Irrigation District  
Attn: General Manager  
P.O. Box 820  
Yerington, Nevada 89447

The undersigned hereby affirms that  
this document submitted for recording  
does not contain the social security  
number of any person or persons.  
(Per NRS 239B.030)

**AGREEMENT CONCERNING EASEMENT FOR DRAINAGE DITCH**

THIS AGREEMENT CONCERNING EASEMENT FOR DRAINAGE DITCH dated for identification purposes as of the date last executed by the parties below (the “Effective Date”), is entered by and between LOCAL IMPROVEMENT DISTRICT NO. 3 of the Walker River Irrigation District, an improvement district formed under the provisions of N.R.S. Chapter 539 (“District”) and AGRO RESEARCH INTERNATIONAL, LLC (“Owner”).

**R E C I T A L S**

1. District operates the East Drain in Mason Valley, Nevada within easements the location of which have been established by various means, including statutory dedication, prescription or grant, and the scope of which variously includes the channel of the Drain (“East Drain”), drain banks, bank slopes, and adjacent access roads or trails (the “East Drain Easement”).
2. Owner owns that certain parcel of land generally described as Lyon County Assessor Parcel No. 001-551-08 and more particularly described as follows: Parcel D-3 as shown on the Parcel Map for Raymond E. Tamagni Family Trust, recorded March 23, 1995, as Document No. 180478 in the Official Records of Lyon County, Nevada (the “Owner’s Parcel”).
3. The East Drain Easement on and through the Owner’s Parcel is shown and depicted on the Parcel Map recorded March 23, 1995 as Document No. 180478 in the Official Records of Lyon County, Nevada.
4. Owner desires to construct, install and maintain a water line and access road and asphalt parking as more particularly depicted in the drawings attached hereto as **Exhibit A**, which are for the benefit of the Owner’s Parcel and which Owner desires to construct and install and place on, under and within a portion of the East Drain Easement at or about the locations shown in **Exhibit A**.

5. District and Owner desire to define the rights and obligations of Owner and District with respect to the water line, access road and asphalt parking located under, on and within the East Drain Easement.

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and between the parties set forth herein, it is agreed as follows:

**ARTICLE I**  
**Rights and Obligations**

**Section 1.1 East Drain Easement.** Owner agrees and acknowledges that the East Drain Easement is granted to District, its successors and assigns, in gross under the terms and conditions herein contained, as a perpetual and exclusive easement for open ditches (Drainage Ditches) for the conveyance of drain water and for the purpose of inspecting, cleaning, maintenance, operation, repair and reconstruction of said Drainage Ditches at the locations shown on Document No. 180478 (the "Easement Area") across, over, upon, under, and through the Owner's Parcel.

**Section 1.2 Owner's Rights Within the Easement Area.** Owner shall have the right to fully use and enjoy the Easement Area at all times, provided that such use does not unreasonably interfere with the rights of District in the Easement Area or with the purposes for which the easement is granted. Within the Easement Area, Owner shall not:

- (a) Plant or permit to be planted vegetation of any nature or description; and
- (b) Except with respect to the water line, access road and parking area, erect or construct or permit to be erected or constructed any building, structure or other improvement of any nature or description.

This designation of restrictions on Owner's use of the Easement Area shall not be considered as an exclusive designation.

**Section 1.3 Storm Water and Hazardous Materials.** No storm water drainage or dumping of any hazardous materials shall be permitted into the East Drain in connection with the use of Owner's Parcel. The access road and asphalt parking shall be designed, constructed and maintained to ensure that the storm water drainage from Owner's Parcel will not be diverted or directed into the East Drain as a result of any activity on Owner's Parcel.

**Section 1.4 Fences.** Owner may construct a fence across the Easement Area, provided that at the upstream and downstream ends of the Easement Area and on both the upper and lower banks of the Easement Area, the fence includes a 16 foot minimum metal gate which can be easily opened and/or removed during inspection, cleaning, maintenance, repair and reconstruction of the Drainage Ditches and within the Easement Area, and further provided that any such fence shall not in any way obstruct or interfere with the flow of water in the Drainage Ditches within the Easement Area.

**Section 1.5 Crossing.** Owner may not construct a crossing over the Drainage Ditches without the prior written consent of District, which consent will not be withheld unreasonably. In seeking the written consent of District for a crossing, Owner shall provide District with detailed plans and specifications showing the nature of the proposed crossing, its size and location. Under no circumstances shall Owner be required to approve a crossing which consists of a pipe or other structure which District determines, in its sole and exclusive judgment, interferes with or obstructs or may interfere with or obstruct the flow of water within the Drainage Ditches, or which interferes with or may interfere with Grantor's ability to inspect, clean, maintain, repair and operate the Drainage Ditches.

**Section 1.6 District's Rights Within the Easement Area.** District and its employees and agents shall have the right of ingress and egress to and from the Easement Area for any and all purposes reasonably necessary to the exercise by District of the rights granted herein, including, without limitation, to inspect, clean, maintain, repair, reconstruct and operate the Drainage Ditches. District shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, willows, other vegetation, debris or any other obstruction within the Easement Area. District's inspections, cleanings, maintenance, repairs and reconstructions of the Drainage Ditches and the Easement Area may be undertaken as frequently or infrequently as District in its sole and exclusive discretion determines reasonable and appropriate and without any prejudice to or limitation of the easement granted hereby.

**Section 1.7 District's Methods of Maintenance, etc.** District may accomplish its inspection, cleaning, maintenance, repair and reconstruction of the Drainage Ditches and the Easement Area pursuant to methods which are consistent with good drainage practices, including, without limitation, by the use of hand tools, trucks and heavy equipment (including both rubber-tired and track laying vehicles). District shall also have the right to chop or cut down willows, trees and other plants growing on or within the Easement Area which, in District's sole and exclusive judgment, impede or interfere with District's access to, and/or the flow of water within, the Drainage Ditches or with District's ability to exercise its rights to inspect, clean, maintain, repair or reconstruct the Drainage Ditches.

Within the Easement Area, District shall have the right to create and maintain a vehicular pathway and work area, and shall further be entitled to deposit any and all silt, dirt, rocks and debris removed from the Drainage Ditches or its banks anywhere within the Easement Area. District shall not be obligated to remove or relocate any of the silt, dirt, rocks and debris removed from the Drainage Ditches and placed within the Easement Area.

**Section 1.8 Notice of Major Cleaning and Maintenance Activities.** Prior to the undertaking of any cleaning, repair, maintenance or reconstruction of the Drainage Ditches and the Easement Area, District shall give Owner no less than twenty (20) days written notice of District's intent. Notice shall be given by regular U.S. Mail, postage prepaid, or by personal delivery, with said notice being given to Owner as provided in Section 2.4 or to the physical address of the Owner's Parcel. No notice of entry shall be required for routine inspection, or normal operation purposes. The provisions of this section concerning notice are not intended to require, and shall not be construed as requiring, consent or approval from Owner with respect to any noticed activity. However, District

will cooperate with Owner so as to avoid conflicts between District's activities within the Easement Area and activities which Owner may also be conducting.

**ARTICLE II**  
**Miscellaneous**

**Section 2.1** Except as otherwise expressly provided, this Agreement may be modified or amended only in writing with mutual consent of both parties.

**Section 2.2** This Agreement is intended only to benefit the parties hereto and their permitted successors and assigns, and does not create any rights, benefits or causes of action for any other person, entity or member of the general public. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective successors and assigns of the Owner, and all Owner's obligations hereunder are intended to and shall be binding upon successors and assigns to the Owner's Parcel. Other than to a successor owner of the Owner's Parcel, Owner shall not assign its rights or obligations under this Agreement without the prior written consent of District.

**Section 2.3** Should any provision in this Agreement be declared invalid, the remaining valid provisions shall remain in full force and effect.

**Section 2.4** All notices, demands or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to District:	Walker River Irrigation District Attn: General Manager P.O. Box 820 Yerington, Nevada 89447
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If to Owner:	Agro Research International, LLC Attn: Manager 29203 State Road 46 Sorrento, Florida 32776-0000
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Any party may change its address for notice by written notice given in accordance with the foregoing provisions.

**Section 2.5** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement, and that the parties are authorized by law to perform the services set forth herein.

**Section 2.6 Entire Agreement; Amendments.** This Agreement and the Exhibits attached hereto and made a part hereof constitute the entire agreement of the parties hereto with

respect to the subject matter hereof, and supersede any and all prior agreements and undertakings, oral or written, concerning the subject matter hereof. This Agreement may not be amended or modified orally, and may only be amended or modified by a writing signed by the parties hereto.

**Section 2.7 Headings.** The section and other headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.

**Section 2.8 Rules of Construction.** In this Agreement, unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular, and words of the masculine gender include the feminine and the neuter, and, when the sense so indicates, words of the neuter gender may refer to any gender. All references to Sections or Exhibits shall refer to Sections and Exhibits of this Agreement unless expressly stated otherwise. All references to Sections include all subsections thereof.

**Section 2.9 Governing Law and Venue.** This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof.

**Section 2.10 Attorneys' Fees.** The prevailing party in any proceedings arising in connection with this Agreement shall be entitled to reimbursement for its reasonable costs incurred in connection therewith, including attorneys' fees.

**Section 2.11 Successors and Assigns.** This Agreement and all terms and provisions stated herein shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and upon the successors in title to the Owner's Parcel.

**Section 2.12 Approvals.** Whenever the approval or consent of the Owner or District is required for any purpose under this Agreement, that approval or consent will not be unreasonably withheld or delayed. Without limiting the foregoing, if any approval or consent is requested by either party, unless the consenting party notifies the requesting party within 60 (sixty) days that it will not grant the approval or consent, the consenting party will be deemed to have given the approval or consent on the 61st day.

**Section 2.13 Authorship.** This Agreement has been reviewed by attorneys representing the respective parties, and therefore shall not be construed in favor of or against any party hereto based on the sole or primary authorship of this Agreement being the work of one party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year stated below.

WALKER RIVER IRRIGATION DISTRICT

AGRO RESEARCH INTERNATIONAL,  
LLC

By: \_\_\_\_\_  
Robert C. Bryan, General Manager

By: \_\_\_\_\_

Date: May \_\_\_\_, 2020

Date: May \_\_\_\_, 2020

THIS ACKNOWLEDGEMENT PAGE IS ATTACHED TO AN  
AGREEMENT CONCERNING EASEMENT FOR DRAINAGE DITCH

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF LYON            )

On the \_\_\_\_ day of May, 2020, personally appeared before me, a Notary Public in and for said County and State, ROBERT C. BRYAN, General Manager of the Walker River Irrigation District, personally known or proved to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein stated.

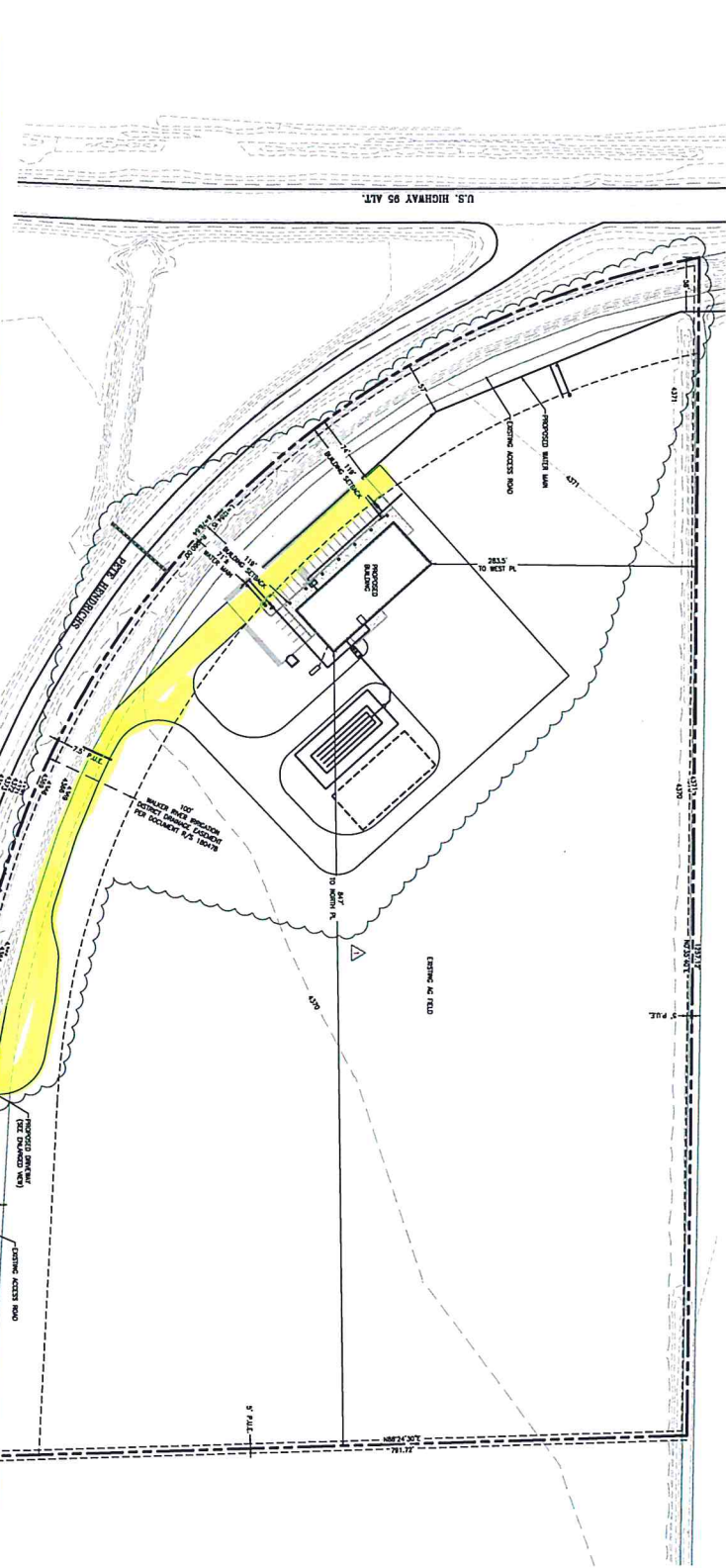
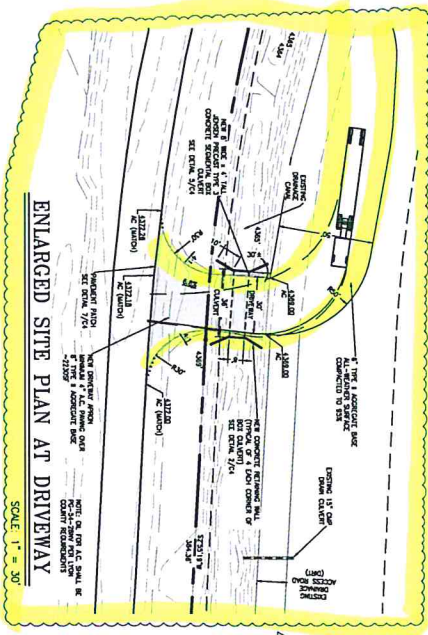
\_\_\_\_\_  
Notary Public

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of May, 2020, personally appeared before me, a Notary Public in and for said County and State, \_\_\_\_\_, Manager of Agro Research International, LLC, personally known or proved to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein stated.

\_\_\_\_\_  
Notary Public

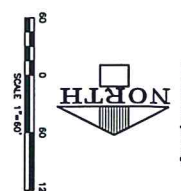
This drawing has not been published, but it may have been prepared by Morris Engineering, Ltd. for use by the client named on this title block solely in respect of the construction operation and maintenance of the facility named on this title block. Morris Engineering, Ltd. shall not be liable for the use of this drawing on any other facility or for any other purpose.



**OWNER:**  
 AGRO RESEARCH INTERNATIONAL, LLC  
 17 PETE HENRICHS ROAD, YERINGTON, NV 89447

**SITE INFORMATION:**  
 ADDRESS: 17 PETE HENRICHS ROAD, YERINGTON, NEVADA 89447  
 LOT SIZE: 18.83 ACRES  
 FRONT SETBACK: 5'-0" (MINIMUM)

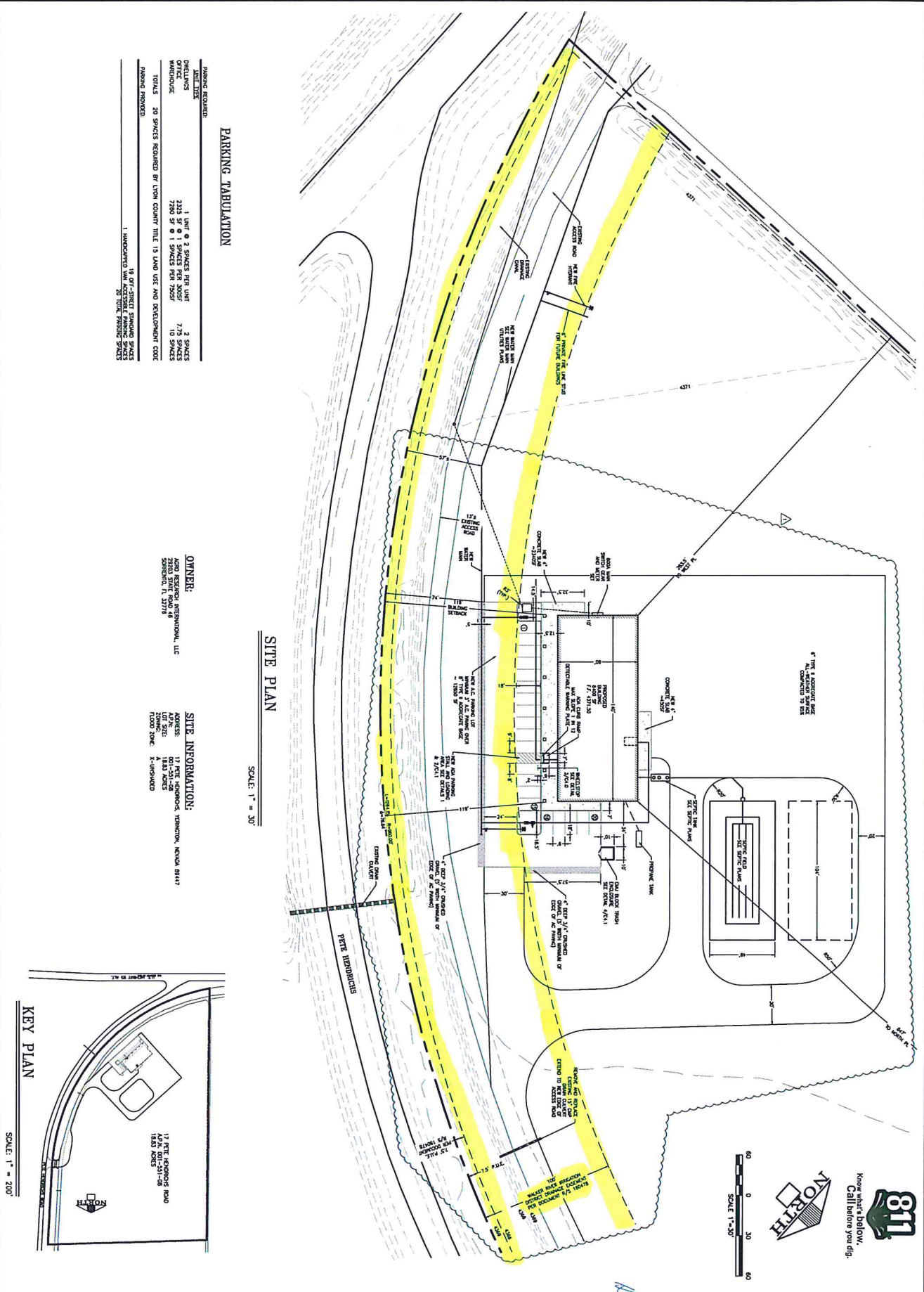
**SITE PLAN**  
 SCALE: 1" = 60'



**811**  
 Know what's Below.  
 Call before you dig.

SHEET <b>C1.1</b> JOB # 190804 DESIGN BY: HEM DRAWN BY: HEM CHECKED BY: HEM DATE: 02-19-2020 FILE: 190804\MM.dwg	AGRO RESEARCH INTERNATIONAL, LLC <b>SITE PLAN - DRIVEWAY</b> NEW YERINGTON AG BUILDING 17 PETE HENRICHS ROAD, YERINGTON, NEVADA 89447 - A.P.N. 021-551-05	 <b>MORRIS ENGINEERING, LTD.</b> Civil and Structural Engineering 2865 MAC DRIVE • MINDEN, NV 89423 PHONE (775) 392-1384 WWW.MORRIS-ENGR.COM	REVISE SITE PLAN FOR NEW DRIVEWAY LOCATION AND BUILDING OFFSET 03-18-2020
Rev. No.	Revision	Date	Date

This drawing has not been published, but it may have been prepared by Morris Engineering, Ltd. for use by the client named in the title block solely in respect of the construction and maintenance of the facility named in the title block. Morris Engineering, Ltd. shall not be liable for the use of this drawing on any other facility or for any other purpose.



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 Know what's below. Call before you dig.  
 811

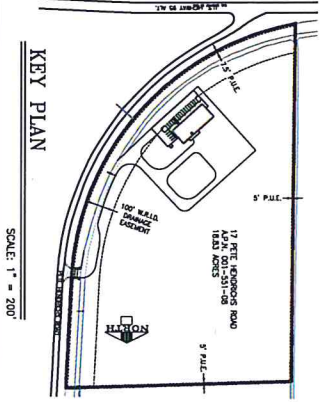
SHEET <b>C1</b>	AGRO RESEARCH INTERNATIONAL, LLC <b>ENLARGED SITE PLAN</b> NEW YERINGTON AG BUILDING 17 PETE HENDRICKS ROAD, YERINGTON, NEVADA 89447 - A.P.N. 001-551-00	<b>MORRIS ENGINEERING, LTD.</b> Civil and Structural Engineering 2865 MAC DRIVE • MENDEL, NV 89423 PHONE (775) 392-1384 WWW.MORRIS-ENGR.COM		REVISE SITE PLAN FOR NEW DRIVEWAY LOCATION AND BUILDING OFFSET 03-18-2020
JOB # 150804	DESIGN BY: HEU	DRAWN BY: HEU	CHECKED BY: HEU	DATE: 02-19-2020
FILE: 150804M.dwg	SHEET NO.	TOTAL SHEETS	REV. NO.	DATE



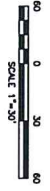
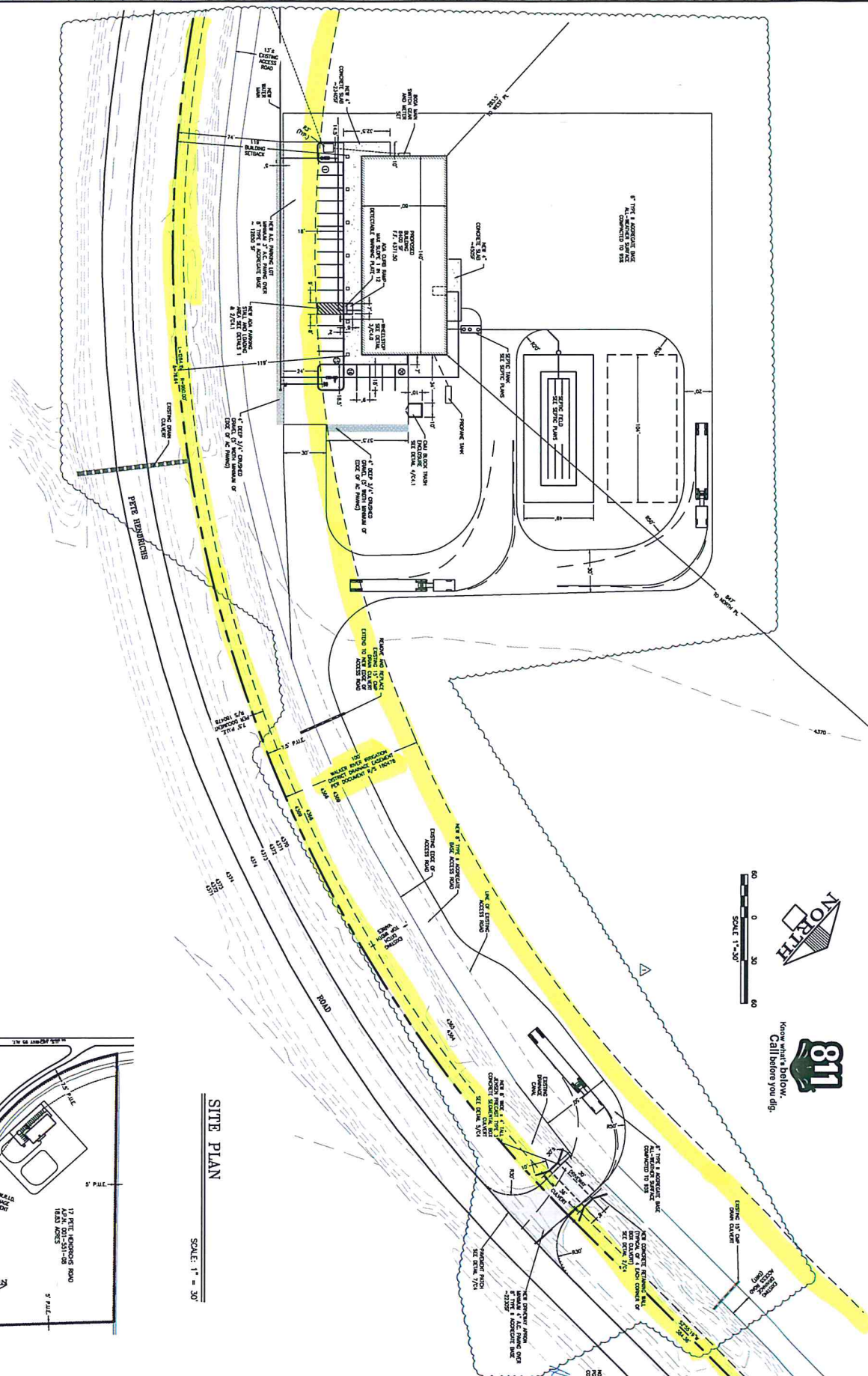
This drawing has not been published, but rather was prepared by Morris Engineering, LLC for use by the client named on the title block under a permit of the construction operation and maintenance of the facility named on the title block. Morris Engineering, LLC shall not be liable for the use of this drawing on any other facility or for any other purpose.

**OWNER:**  
 AGRO RESEARCH INTERNATIONAL, LLC  
 2700 STATE ROAD 48  
 SPENCER, VA 22758

**SITE INFORMATION:**  
 ADDRESS: 17 PETE HEDGECOCK, SPENCER, VIRGINIA 22747  
 A.P.N.: 021-151-028  
 ZONING: A-20-2000  
 FLOOD ZONE: X-10000



**SITE PLAN**  
 SCALE: 1" = 30'



Sheet	C1.2
JOB #	190804
DESIGN BY:	HEAL
DRAWN BY:	HEAL
CHECKED BY:	HEAL
DATE:	02-18-2020
FILE:	190804M.dwg

AGRO RESEARCH INTERNATIONAL LLC  
**ENLARGED SITE PLAN WITH ACCESS**  
 NEW YERINGTON AG BUILDING  
 17 PETE HEDGECOCK ROAD, SPENCER, VIRGINIA 22747 - A.P.N. 021-151-028



**MORRIS ENGINEERING, LTD.**  
 Civil and Structural Engineering  
 2865 MAC DRIVE • MINDEN, NV 89423  
 PHONE (775) 392-1384  
 WWW.MORRISENGR.COM



Rev. No.	Revision	Date
1	REVISE SITE PLAN FOR NEW DRIVEWAY LOCATION AND BUILDING OFFSET	03-18-2020