

LINCOLN COUNTY, NV

**2020-158129**

\$37.00

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COW COUNTY TITLE CO.

Pgs=7 KE

OFFICIAL RECORD

AMY ELMER, RECORDER

APN No.: N/A Water Rights

R.P.T.T.

Escrow No.: 81754

Recording Requested By:

Cow County Title Co.

Mail Tax Statements To: Same as below.

When Recorded, Mail To:

C.E. Brackett Cattle Co.

HC 33 Box 111

Rogerson, Idaho 83302

The undersigned hereby affirms that there is no Social Security number contained in this document.

**WATER RIGHTS AGREEMENT & EASEMENT  
(V09234 & V09235)**

This agreement is entered into, and effective as of the 14th day of February, 2020, between Bruce A. Jensen and Pamela G. Jensen, individually, and on behalf of Sunnyside Ranch Holdings, LP ("Sunnyside Ranch"); and, C.E. Brackett Cattle Co. ("C.E. Brackett"), and collectively referred to herein as "the Parties".

WHEREAS, the parties above entered into a Purchase and Sale Agreement ("PSA") for Sunnyside Ranch to sell, and C.E. Brackett to buy certain ranch and ranch properties, including water rights and grazing rights, in Nevada;

WHEREAS, as part of this PSA, the parties agreed to share in the ownership of the unadjudicated vested water right V09234 (Big Spring) and V09235 (Sidehill Spring) as an undivided interest;

WHEREAS, V09234 Big Spring has a point of diversion in the NENE of Section 32, Township 9 North, Range 63 East, M.D.B.M., and provides water via pipelines and troughs for use at various locations described on the vested water right as follows:

T9N R63E S.28 SESW – Private Land – Shingle Pass Allotment  
T9N R63E S.28 NESE – Public Land - Shingle Pass Allotment  
T9N R63E S.32 NENE – Public Land - Shingle Pass Allotment  
T8N R63E S.8 SWNE – Public Land - Shingle Pass Allotment  
T8N R63E S.20 NENE – Public Land - Shingle Pass Allotment  
T8N R63E S.21 NESW – Public Land - Shingle Pass Allotment  
T8N R63E S.28 SWSE – Public Land - Sunnyside Allotment

See vested proof at **Exhibit 1**;

See also vested proof map for V09234 and V09235 at **Exhibit 3**;

WHEREAS, V09234 Big Spring has locations for troughs and point of diversion that may be different than said water right wherein the point of diversion is in either the NENE of Section 32 or the NWNW of Section 33, Township 9 North, Range 63 East, M.D.B.M., and provides water via pipelines and troughs for use at various locations described as follows:

T9N R63E S.33 NWNW – Private Land – Shingle Pass Allotment

T9N R63E S.27 SESW – Public Land – Shingle Pass Allotment

T9N R63E S. 27 SESE – Public Land – Shingle Pass Allotment

T8N R64E S.8 SWNE – Public Land – Shingle Pass Allotment

T8N R64E S.20 SWNE - Public Land – Shingle Pass Allotment

T8N R64E S.21 NESW - Public Land – Shingle Pass Allotment

T8N R64E S.28 NESE – Public Land – Shingle Pass Allotment

See allotment and land status map at **Exhibit 4**;

WHEREAS, the Parties acknowledge there is a discrepancy between the proof map for V09234 and the actual location of the pipeline, point of diversion and places of use;

WHEREAS, V09235 Sidehill Spring with a point of diversion in the SESW of Section 33, Township 7 North, Range 64 East, M.D.B.M., provides water for use via pipeline and troughs at various locations described as follows:

T7N R64E, S.33 S1/2SW1/4 - Public Land Sunnyside Allotment

T7N R64E, S.32 NESE - Public Land Sunnyside Allotment

See vested proof at **Exhibit 2**;

WHEREAS, under the PSA, the range rights and grazing rights in the Shingle Pass Allotment and the Sunnyside Allotment are being transferred to C.E. Brackett;

WHEREAS, Sunnyside Ranch is keeping its private land parcels in Township 9 North, Range 63 East, Section 28 SESW and SWSE (+/- 80 acres), and Section 33 N1/2NW (+/- 80 acres), to which a single place of use relative to V09234 exists on private land in Section 28 SESW;

WHEREAS, upon closing and transfer of the BLM preferences, Permitted Use, and public land range improvements to C.E. Brackett, Sunnyside Ranch will no longer have authority to access the water right points of diversion and places of use to the extent they are upon public lands owned by the United States of America and managed by the U.S. Department of the Interior, Bureau of Land Management (“BLM”), except as noted in the WHEREAS immediately above relative to T9N R63E, S.28 SESW;

WHEREAS, it is the Parties’ desire to honor such PSA as related to the ownership of V09234 and V09235;

**NOW THEREFORE, the Parties agree as follows:**

- (1) That upon Sunnyside Ranch obtaining authorization from BLM, at its expense, to access the pipelines and/or points of diversion upon the public lands to its private land relative to V09234 and V09235, it will be upon Sunnyside Ranch to construct and maintain, at Sunnyside Ranch's expense, any pipeline access across the public lands to its private land and any place(s) of use on its private land;
- (2) That should Sunnyside Ranch be unwilling or unable to obtain the access authorization pursuant to paragraph (1) as to V09235 within ten (10) years from the date of this Agreement, that Sunnyside Ranch agrees to convey V09235 to C.E. Brackett through a Water Rights Quitclaim Deed;
- (3) That the Parties will work together to amend the proof map for V09234 or otherwise file a change application to cure the discrepancy between the proof map and actual on-the-ground locations for the point of diversion, pipeline, and places of use;
- (4) That the Parties will stay in good standing and in compliance with the terms and conditions of the water rights, and any Party wishing to change the terms and conditions will have to seek prior written consent from the other Party before any new infrastructure improvements and installation, or permitting takes place;
- (5) That upon Sunnyside Ranch obtaining BLM authorization as per paragraph (1), the Parties will share equally in the maintenance of any shared pipeline, and C.E. Brackett will have an authorization and easement to come onto the private land parcels for the purposes of access, maintenance, and reconstruction of said pipeline for the purposes stated herein;
- (6) That the rotation of said water use will be that when C.E. Brackett's cattle are grazing in the public land grazing allotment, the priority of use will be to and for the public land permitted livestock; and, when the permitted cattle are not grazing in the public land grazing allotment, the priority of use will go to Sunnyside Ranch upon its private land, as described above;
- (7) That the holding of these un-adjudicated vested water rights of use by ownership does not grant authority to Sunnyside Ranch, in and of itself, to graze on public lands with respect thereto;
- (8) That at such time as these water rights are called for adjudication, that the parties work together to come to an agreement to share in the costs to prove and defend the vested water right claims, which may include the necessity of hiring experts and legal

counsel wherein the Parties will come to agreement on such person or persons including the scope of work to be completed;

- (9) That the current places of use and points of diversion take priority on the pipeline as to water use over any new or future contemplated trough or use locations; and
- (10) That the Parties will work in good faith on all matters related to these un-adjudicated water rights of use.
- (11) This Agreement runs with the burdened and benefited land and is binding upon the Parties successors, heirs, and assigns.

Dated this 21st day of February, 2020.

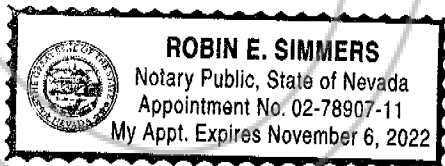
*Bruce A. Jensen*  
 By, Bruce A. Jensen, General Partner  
 For: Sunnyside Ranch Holdings, LP  
 A Nevada Limited Partnership

*Chester E. Brackett*  
 By, Chester E. Brackett, President  
 For: C.E. Brackett Cattle Co.  
 An Idaho Corporation

*Pamela G. Jensen*  
 By, Pamela G. Jensen, General Partner  
 For: Sunnyside Ranch Holdings, LP  
 A Nevada Limited Partnership

STATE OF NEVADA )  
 ) ss.  
 COUNTY OF Lincoln )

On this 24 day of February, 2020, there personally appeared before me, Robin E. Simmers  
 a Notary Public, BRUCE A. JENSEN, and PAMELA G. JENSEN,  
 General Partners for Sunnyside Ranch Holdings, LP, who acknowledged to me that he executed  
 the foregoing Agreement. I state the foregoing under penalties of perjury.



*Robin E. Simmers*  
 NOTARY PUBLIC  
 My Commission Expires On: 11-06-2022

[NOTARY BLOCK CONTINUED ON NEXT PAGE]

counsel wherein the Parties will come to agreement on such person or persons including the scope of work to be completed;

(9) That the current places of use and points of diversion take priority on the pipeline as to water use over any new or future contemplated trough or use locations; and

(10) That the Parties will work in good faith on all matters related to these unadjudicated water rights of use.

(11) This Agreement runs with the burdened and benefited land and is binding upon the Parties successors, heirs, and assigns.

Dated this 21st day of February, 2020.

\_\_\_\_\_  
By, Bruce A. Jensen, General Partner  
For: Sunnyside Ranch Holdings, LP  
A Nevada Limited Partnership

*Chester E. Brackett*  
\_\_\_\_\_  
By, Chester E. Brackett, President  
For: C.E. Brackett Cattle Co.  
An Idaho Corporation

\_\_\_\_\_  
By, Pamela G. Jensen, General Partner  
For: Sunnyside Ranch Holdings, LP  
A Nevada Limited Partnership

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

On this \_\_\_\_ day of February, 2020, there personally appeared before me, \_\_\_\_\_  
\_\_\_\_\_ a Notary Public, BRUCE A. JENSEN, and PAMELA G. JENSEN,  
General Partners for Sunnyside Ranch Holdings, LP, who acknowledged to me that he executed  
the foregoing Agreement. I state the foregoing under penalties of perjury.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires On: \_\_\_\_\_

[NOTARY BLOCK CONTINUED ON NEXT PAGE]

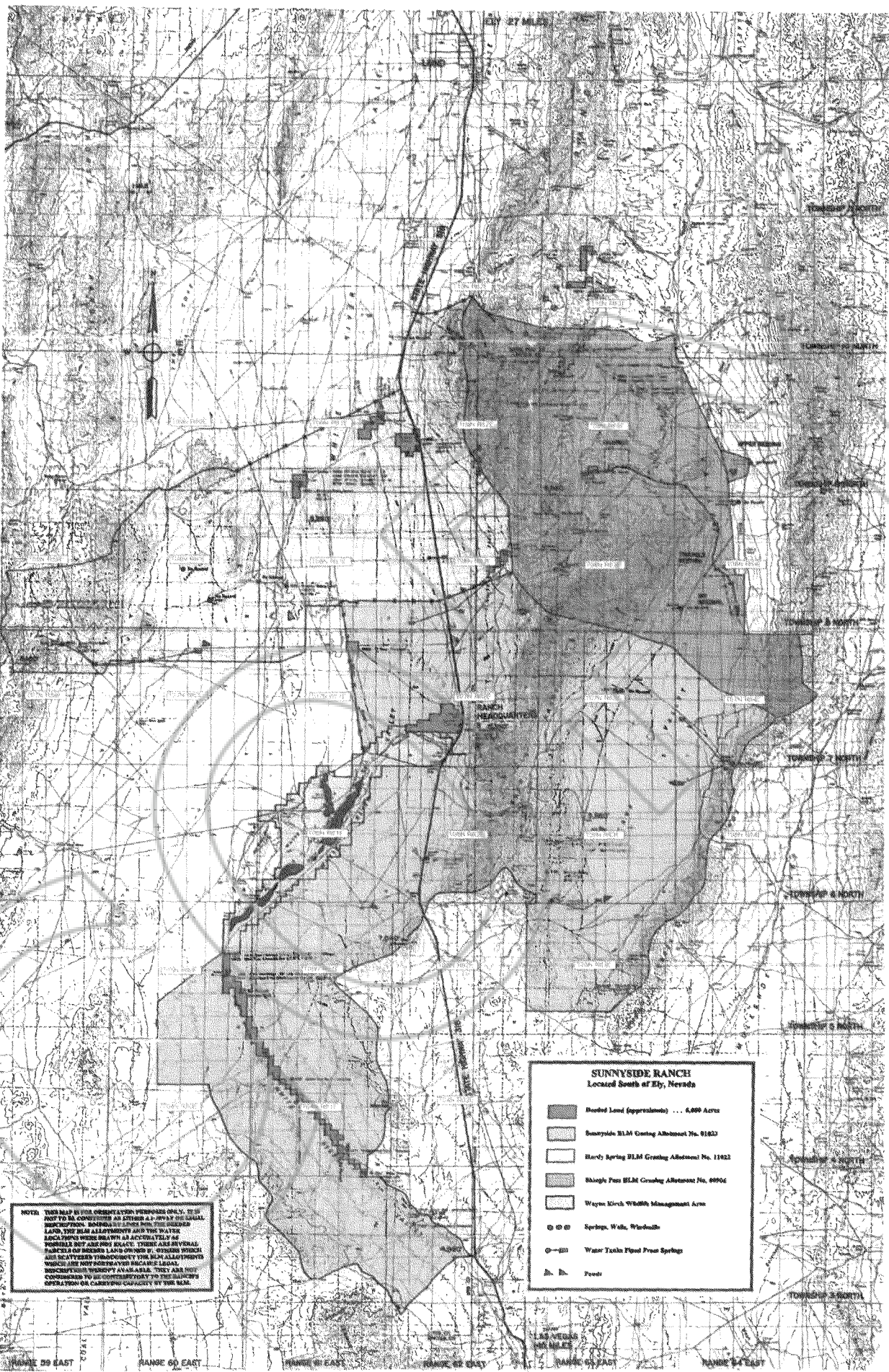
STATE OF IDAHO )  
 ) ss.  
COUNTY OF TWIN FALLS )

On this 21<sup>st</sup> day of February, 2020, there personally appeared before me,  
Erin Callen a Notary Public, CHESTER E. BRACKETT, on  
behalf of C.E. Brackett Cattle Co, who, President of C.E. Brackett Cattle Co., acknowledged to  
me that he executed the foregoing Agreement. I state the foregoing under penalties of perjury.

**ERIN CALLEN**  
Notary Public - State of Idaho  
Commission Number 67679  
My Commission Expires May 9, 2022

Erin Callen  
NOTARY PUBLIC  
My Commission Expires On: 5-9-22





**NOTE:** THIS MAP IS FOR ORIENTATIONAL PURPOSES ONLY. IT IS NOT TO BE CONSIDERED AN OFFICIAL COPY OF THE BLM'S RECORDS. BOUNDARIES SHOWN FOR RANCHES, LAND, THE BLM ALLOTMENT AND THE WATER RIGHTS ARE SHOWN AS ACCURATE TO THE BEST OF OUR KNOWLEDGE. THERE ARE SEVERAL PARCELS OF BLM LAND OWNED BY OTHERS WHICH ARE SCATTERED THROUGHOUT THE BLM ALLOTMENTS WHICH ARE NOT SHOWN AND BECAUSE LAND INFORMATION WOULDNT BE AVAILABLE. THEY ARE NOT CONSIDERED TO BE CONTRARY TO THE BLM'S OPERATION OR CARRYING CAPACITY BY THE BLM.

**SUNNYSIDE RANCH**  
 Located South of Ely, Nevada

- Rented Land (approximate) ... 6,000 Acres
- Sunnyside BLM Grazing Allotment No. 81823
- Harry Spring BLM Grazing Allotment No. 11923
- Shagle's Pasture BLM Grazing Allotment No. 89906
- Wayne Kirsh Wildlife Management Area
- Springs, Wells, Waterholes
- Water Tanks Flood Proof Springs
- Fences