

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter "Agreement") is entered into as of November 18, 2019 ("Execution Date"), between Rise Grass Valley, Inc., a Nevada Corporation registered to do business in California (hereinafter, "Rise") and Loren Willman, an individual (hereinafter "Loren"). Rise and Loren may be referred to individually as "Party" or as "Parties" collectively.

### RECITALS

WHEREAS, Rise is the owner of real property in Nevada County identified as Assessor Parcel Numbers 009-550-038 and 009-560-036;

WHEREAS, Loren is the owner of real property in Nevada County identified as Assessor Parcel Numbers 009-560-029, 009-560-045, and 009-560-016;

WHEREAS, Rise's property and Loren's property are contiguous;

WHEREAS, the Parties wish to prepare and record mutual easements to allow the Nevada Irrigation District ("NID") to access and use a pipeline to transport potable water through and across each Party's property;

WHEREAS, the tentative location of the NID pipeline is shown on Exhibit A and Exhibit B; however the Parties acknowledge that the final location of the pipeline may vary slightly from that shown on the Exhibits;

WHEREAS, each Party will benefit from the placement of the NID pipeline;

WHEREAS, each Party will prepare easement agreements for such purpose.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and for valuable consideration, it is understood between the Parties as follows:

**1. Easement Agreements.** The Parties agree to grant easements across their respective properties to NID for the placement of a potable water pipeline and record such easements in the Nevada County Recorder's Office. Each easement agreement shall be prepared pursuant to NID standards, and will be executed as soon as practically possible after the Execution Date.

**2. Termination.** This Agreement shall terminate upon the earlier of the following:  
1) recordation of easement agreements by both Parties satisfying Section 1 of this Agreement; or  
2) written termination of this Agreement duly executed by both Parties.

**3. Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof, and is intended to be an integration of all prior or contemporaneous agreements or undertakings between the Parties.

**4. Governing Law.** This Agreement shall be enforceable in accordance with the laws of the State of California.

**5. Modification.** No amendment or modification of this Agreement shall become effective until set forth in writing and duly executed by the Parties.

**6. Remedies for Breach.** Upon the breach of any covenant of this Agreement, the non-breaching party shall be entitled to enforce its rights under this Agreement through an action for specific performance, and may also seek damages caused by the breach. The prevailing party in any legal action shall be entitled to reasonable attorney fees.

**7. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the voluntary and involuntary successors and assigns of the Parties hereto.

**8. Counterparts.** This Agreement may be signed in counterparts, and shall be deemed effective when both Parties have signed the Agreement, or any counterpart thereof.

**9. Captions.** The captions in this Agreement shall have no effect upon the construction of this Agreement.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement:

**Rise Grass Valley, Inc.**

By: Ben Morman  
Title: PRESIDENT  
Date: NOV 24 2019

**Loren Willman**

By: [Signature]  
Title: owner  
Date: 11-21-19