LINCOLN COUNTY, NV

\$35.00

05/31/2019 11:45 AM

2019-156302

Rec:\$35.00

**BINGHAM SNOW & CALDWELL OFFICIAL RECORD** 

AMY ELMER, RECORDER

Pgs=5 KE

Parcel No. 008-261-08

## WHEN RECORDED MAIL TO:

Virgin Valley Water District c/o Bingham Snow & Caldwell 840 Pinnacle Court, Suite 202 Mesquite, Nevada 89027

## **EASEMENT**

C & O Holdings, LLC, a Nevada limited liability company ("C&O"), hereby grants a nonexclusive easement to the Virgin Valley Water District, a political subdivision of the State of Nevada ("VVWD"), according to the terms set forth below.

- C&O owns certain real property consisting of approximately 4,358 acres located A. in Lincoln County, Nevada, commonly identified as Parcel Number 008-261-08 (herein the "Property").
- VVWD desires an easement over, across, through, and under a portion of the Property for purposes of installing, constructing, and maintaining a waterline, an access road for ingress and egress, and utilities.

## NOW, THEREFORE, C&O hereby grants the easement to VVWD as follows:

- Permanent Waterline Easement. C&O hereby grants, conveys, and confirms to 1. VVWD and its agents a permanent non-exclusive 30-foot wide easement over, across, through, and under the Property for the purpose of the installation and maintenance of a waterline or pipeline for the conveyance of water, an access road for ingress and egress, and utilities. The location and a description of the easement are set forth in Exhibit A attached hereto.
- Relocation of Waterline and Easement. In the event it becomes necessary to move the location of the waterline and easement, VVWD and C&O agree to work together on mutually acceptable terms for the relocation or realignment of the waterline and easement in a way that will not interfere with, limit, or be incompatible with other waterlines or easements VVWD has or will obtain from the Bureau of Land Management or other parties on adjacent properties. VVWD and C&O agree that any relocation or realignment of the waterline and easement must still line up and be compatible with other waterlines and easements coming into the Property from adjacent properties.
- 3. Easement Runs with the Land. The easement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, representatives, and successors. The easement shall constitute covenants running with the land (the Property) and shall benefit and bind every person or entity having any fee, leasehold, or other interest in any portion of the Property and shall benefit and be binding upon any person or entity whose title is acquired by sale, transfer, judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. This

easement instrument may only be amended by another written instrument executed by both C&O and VVWD.

- 4. <u>Damages</u>. VVWD agrees to hold C&O harmless and that VVWD shall be responsible for any damages to the Property caused by the negligence of VVWD, its contractors, agents or representatives.
- 5. Additional Binding Terms. All recitals are, by this reference, fully incorporated into this Easement. This Easement may be executed in counterparts and fax or electronic copies of this Easement and signatures thereon shall have the same legal status as originals. If any portion of this Easement is ever declared by a court to be invalid or unenforceable, such portion shall be deemed severed from this Easement; however, the remaining parts of the Easement, including the remaining parts of the paragraph containing the unenforceable portion, shall remain in full force to the fullest extent possible. Each party warrants that each has the right and full authority to execute this Easement and to give and receive the consideration provided hereunder. This Easement constitutes the entire and exclusive understanding and Easement between the parties and supersedes any previous negotiations, Easements, or representations. The laws of Nevada shall govern this Easement and jurisdiction and venue for any action arising under this Easement shall be exclusively in Clark County, Nevada. In the event of any litigation or other proceedings concerning this Easement, the prevailing party shall be entitled to the payment by the nonprevailing party of all reasonable attorneys' fees and costs. Each party has had the opportunity to participate in the negotiating and/or drafting of the terms of this Easement and this Easement shall be construed fairly and equally as to all parties; the parties hereby irrevocably waive the benefit of any rule of contract construction which disfavors the drafter of an Easement. Each party has investigated the facts pertaining to this Easement to the extent such party deems prudent and this Easement shall be final and binding upon the parties. This Easement may only be amended by written instrument executed by all parties. Each party has been and is hereby urged to consult with their own attorneys and advisors and each has the obligation to conduct their own analysis, due diligence, and evaluation of the advisability of entering into this Easement.

Authorized Officer, Investment Manager, Inc. Manager on behalf of C & O Holdings, LLC Kevin Brown, General Manager Virgin Valley Water District

STATE OF _	Nevada	)
	-	SS
COUNTY OF	- Clark	)

Subscribed or acknowledged before me by Lawrence D. Canaelli, authorized officer of Investment Manager, Inc., as manager and on behalf of C & O Holdings, LLC on May 30th, 209

TERESA ARREDONDO-O'MALLEY Notery Public, State of Navada No. 06-102065-1 My Appt. Exp. Sep. 22, 2021 Tourse d. Ser O'Marly

STATE OF NEVADA	) ss.		
COUNTY OF CLARK	)		\ \
Subscribed or acknowledged be District on May 30		Kevin Brown on behale	f of the Virgin Valley Water
Notary Public - State of COUNTY OF CLAI KYLE HUGHES No. 13-12218-1 My Appointment Expires November 1888 (1988)	Nevada R <b>K</b> ber 12, 2021	NOTART POBLIC	
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APN: 008-261-08 1157-41-2018

## EXHIBIT "A" LEGAL DESCRIPTION

A 30.00 foot strip, being 15.00 feet on each side of the following described center line, with each side line extending to or terminating at the boundary of the mentioned line boundaries, located in the Northeast Quarter of Section 18 and the Northwest Quarter of Section 17, Township 12 South, Range 71 East, Mount Diablo Base and Meridian and being more particularly described as;

Beginning at a point on the North Section Line that is South 89° 02' 07" West 785.06 feet along the said North Line from a 2001 BLM brass cap, designed as the Northeast Corner of Section 18, Township 12 South, Range 71 East, Mount Diablo Base and Meridian, Lincoln County, State of Nevada and running;

Thence South 18°23'06" East 96.04 feet; Thence South 35°25'28" East 113.65 feet; Thence South 44°22'25" East 105.97 feet; Thence South 35°20'59" East 99.63 feet; Thence South 17°06'32" East 101.14 feet; Thence South 13°05'32" East 101.91 feet; Thence South 11°12'44" East 105.13 feet;

Thence South 11°12'44" East 105.13 feet; Thence South 10°19'43" East 106.34 feet;

Thence South 11°58'19" East 104.75 feet;

Thence South 41°03'25" East 207.56 feet;

Thence South 56°34'03" East 103.59 feet;

Thence South 48°33'11" East 90.70 feet;

Thence South 44°03'08" East 99.30 feet;

Thence South 44°49'03" East 100.79 feet;

Thence South 49°01'35" East 42.55 feet to the East Line of said Section 18;

Thence South 49°01'35" East 66.43 feet;

Thence South 45°05'47" East 100.45 feet

Thence South 43°13'13" East 105.65 feet

Thence South 40°16'01" East 95.42 feet

Thence South 30°16'36" East 126.99 feet to the center line of the BLM Access, Pipeline and Power line Easement No. N-63356, BLM Patent No. N-74966, said point being South 00°52'43" East 1,683.44 feet along the East Line of said Section 18 and North 89°07'17" East 313.58 feet from the said Northeast Corner of Section 18.

Prepared May 1, 2018 by Bulloch Brothers Engineering, Inc. 750 W. Pioneer Blvd., Mesquite, NV Victor R. Campbell, P.L.S. Nevada License No. 11424

,2018

