

LINCOLN COUNTY, NV

2019-157881

\$35.00

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BINGHAM SNOW & CALDWELL

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OFFICIAL RECORD

AMY ELMER, RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 008-261-17

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>)

TITLE OF DOCUMENT (DO NOT Abbreviate)

Land Purchase and Easement Agreement

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Bingham Snow & Caldwell

RETURN TO: Name Bingham Snow & Caldwell

Address 840 Pinnacle Court #202

City/State/Zip Mesquite, NV 89027

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Virgin Valley Water District C/O Bingham Snow & Caldwell

Address 840 Pinnacle Court #202

City/State/Zip Mesquite, NV 89027

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

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LAND PURCHASE AND EASEMENT AGREEMENT

This Land Purchase and Easement Agreement (“Agreement”) is made by and between the Virgin Valley Water District, a political subdivision of the State of Nevada (the “District”), and Lincoln County Investors, LLC, a Nevada limited liability company (“Seller”), as of the last date written below.

A. Seller is the owner of certain real property located in Lincoln County, Nevada consisting of 2.25 acres, Lincoln County Assessor Parcel# 008-261-17, and more particularly described in Parcel Map 2018-PM-09 that was recorded in Lincoln County as instrument number 2019-155963 on March 13, 2019 (the “Tank Property”). The District desires to purchase the Tank Property from Seller for the purpose of placing and maintaining a water tank and appurtenances that will connect to and support the District’s water infrastructure serving customers in the Virgin Valley of Clark County.

B. Seller is also the owner of other real property located in Lincoln County, Nevada which surrounds the Tank Property and consisting of approximately 1,207.320 acres, Lincoln County Assessor Parcel# 008-261-15 (the “Easement Property”). The District desires certain easements over the Easement Property for the purpose of constructing (“Construction Easement”) and maintaining a water pipeline and appurtenances (“Pipeline Easement”) that will run from the Tank Property to Mesquite Heights Road public right of way and ultimately connect to the District’s water system in Clark County, Nevada (collectively, the “Easements”). The general location of the Pipeline Easement is depicted on Parcel Map 2018-PM-09 and the parties now desire to set forth the more particular terms and details for the Easements as set forth hereinbelow.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. Sale of Tank Property and Grant of Easements. Seller hereby sells the Tank Property and grants the Easements to the District on the terms stated herein. As consideration for the Tank Property and Easements, the District shall pay Seller at closing the total purchase price of \$28,531.00 (\$8,712.00 for the Tank Property plus \$19,819.00 for the Easements).

a. Closing. Seller shall provide a deed at closing transferring the Tank Property and Easements to the District free and clear of all encumbrances, liens, and clouds on title. Closing shall occur on or before October 7, 2019 or as soon thereafter as possible. The District will pay the title fees and closing costs of the transaction.

b. Title. Within 5 business days after receiving the preliminary title report, the District will notify Seller in writing of any disapproved exception shown on the title report (“Disapproved Exception”). Within 3 business days after receipt of the District’s notice of any Disapproved Exception, Seller shall deliver written notice to the District indicating whether or not Seller will remove or cure any such Disapproved Exception. If Seller gives the District notice that Seller will not remove any Disapproved Exception, the District may either (i) waive the District’s prior disapproval and close this transaction, or (ii) terminate this Agreement without further obligation.

c. Real Property Taxes and Assessments. All real property taxes, assessments, and similar costs or fees attributable to the Tank Property shall be prorated between the District and Seller as of the date of closing (to the extent any are applicable to the District and subject to any exemptions the District may qualify for as a public entity).

d. Transfer Taxes. The District and Seller shall equally divide any transfer taxes associated with the transfer of the Property to the District and subject to any applicable transfer tax exemptions available to the District.

2. Grant of Easements. Seller hereby grants and confirms its prior grant of the Easements to the District as follows:

a. Pipeline Easement. The Pipeline Easement is and shall be 20 feet wide and 214.93 feet long in the location depicted on Parcel Map 2018-PM-09 and shall constitute a permanent, exclusive, and perpetual easement on, over, across, through, and under that portion of the Easement Property for purposes of the pipeline and appurtenances, ingress and egress of vehicular traffic, installation and maintenance of utilities running to and from the water tank site (including, but not limited to, electricity, communication, and water lines), and other uses appurtenant to the District's use, operation, and maintenance of the water tank site and pipeline. The Pipeline Easement shall include a dirt road, allowing for the District's ingress and egress from Mesquite Heights Road to the Tank Property, at grade level above the pipeline with vegetation removed and smooth enough for a four-wheel drive pickup truck to travel on. The District shall pay the costs associated with grading the road and a proportionate share of any maintenance of the road attributable to the District's use.

b. Construction Easement. The Construction Easement shall be 50 feet wide and 214.93 feet long following the same general path from Mesquite Heights Road to the Tank Property to allow for the District's construction and improvements associated with the Tank Property, appurtenances, and Pipeline Easement. The Construction Easement shall constitute a temporary easement for 16 consecutive months commencing when the District's construction begins. The Construction Easement shall encompass all uses associated with the District's construction and installation of the water tank and pipeline including, but not limited to, ingress and egress of vehicular traffic from Mesquite Heights Road and installation and maintenance of utilities running to and from the Tank Property (including, but not limited to, electricity, communication, and water lines).

3. Due Diligence. Seller hereby grants free and open access to the District to inspect and review the Tank Property and Easement Property in all respects. The District shall hold Seller harmless for any injury to the District's employees and agents associated with the District's physical inspection of the Tank Property and Easement Property. Prior to closing, the District may unilaterally cancel this Agreement in the District's sole and absolute discretion. Upon any such cancellation, this Agreement shall be null and void and the parties shall have no further obligation to each other relating to the District's purchase of the Tank Property.

4. Governmental Approvals. The District shall be responsible for obtaining any and all necessary state, local and federal permits including environmental permits, wetland mitigation,

and other governmental authorizations needed for the District's construction of improvements on the Tank Property and within the Easements.

5. Condition of the Tank Property. Seller represents and warrants to the District as follows:

a. Seller is the fee owner of the Tank Property and no other party has any ownership interest in or claim to the Tank Property. There are no liens, clouds on title, or other encumbrances affecting title to the Tank Property. Seller has not entered into any contracts and/or options for the sale of the Tank Property or any part thereof other than this Agreement. Seller is unaware of any latent or other defects on or about the Tank Property which would cause injury or damage to persons or property, or which would have a material adverse effect on the Tank Property. Seller has no knowledge of any claims or pending litigation respecting the use, ownership or possession of the Tank Property. Seller has no knowledge of any easements, encroachments, agreements or other matters, other than those that Seller has given the District written notice of, which would interfere in any way with the use or development of the Tank Property.

b. Seller has no knowledge that any areas exist on the Tank Property or adjacent properties where hazardous substances or waste have been generated, used, disposed of, released or found. Seller has received no written notice of the existence of any such areas for the generation, use, storage or disposal of any hazardous substances or waste on the Tank Property. For purposes of this Agreement, the term "hazardous substances or waste" shall mean asbestos, chemicals, sewage (raw or treated), pesticides, petroleum, including crude oil or any fraction thereof, and any substance identified in CERCLA, RCRA or any other Federal, State, or other governmental legislation or ordinance identified by its terms as pertaining to the disposal of hazardous substances or waste, regardless of amount or concentration.

6. No Broker Fees or Commissions. Each of the parties warrants to the other that no broker, salesman, agent or finder has been engaged or used in connection with this transaction. Each party agrees to indemnify the other party against any and all loss, claims, liability and expense, including reasonable attorney's fees actually incurred, arising out of any claim for commission or fee incurred or allegedly incurred by the indemnifying party.

7. No Water Service. Nothing in this Agreement is intended nor shall be construed to suggest that the District will provide any water service to Seller anywhere in Lincoln County.

8. Additional Binding Terms.

a. Headings and Terms. Captions and headings are used for reference only and shall not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of this Agreement are, by this reference, fully incorporated into this Agreement. All exhibits, if any, referred to in this Agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) as the context may require.

b. Beneficiaries and Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, representatives, successors and permitted assignees. This Agreement is intended for the exclusive benefit of the parties hereto and permitted assignees, if any, and is not intended and shall not be interpreted as conferring any benefit on any third party unless expressly stated otherwise.

c. Counterparts and Electronic Copies. This Agreement may be executed in any number of counterparts, which taken together shall constitute one and the same agreement. Fax or electronic copies of this Agreement and fax or electronic signatures thereon shall have the same force, effect, and legal status of originals.

d. Severability. In the event any portion of this Agreement is ever declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement, including without limitation the remaining parts of the paragraph of which the invalid, illegal, or unenforceable portion was a part, shall remain in full force and effect as fully as though such portion had never been part of this Agreement. The parties further agree to replace any such invalid, illegal, or unenforceable portion with a valid and enforceable provision which will achieve to the extent possible the economic, business, and other purposes of the severed portion.

e. Warranty of Authority. Each of the undersigned parties hereto respectively represents and warrants that each has the right and full authority to execute this Agreement and to give and receive the consideration provided hereunder.

f. Waiver. Neither the failure of any party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

g. Entire Agreement. This Agreement is intended by the parties to be the final expression of their agreement and constitutes the entire and exclusive understanding and agreement between the parties regarding this subject matter. This Agreement supersedes any previous negotiations, offers, counteroffers, agreements, or representations that may have been communicated or executed by the parties. Any and all such previous offers, agreements, etc. are hereby terminated and canceled in their entirety. Each of the parties has investigated the facts pertaining to this Agreement to the extent each such party deems prudent and necessary. In entering into this Agreement, each party assumes the risk of oversight or mistake with respect to such facts. This Agreement is intended to be final and binding upon the parties regardless of any claim of mistake.

h. Governing Law, Venue, and Attorney's Fees. The laws of the State of Nevada shall govern this Agreement. Jurisdiction and venue for any action concerning this Agreement shall be solely and exclusively in Clark County, Nevada. In the event of any litigation or other proceedings between the parties concerning this Agreement, the prevailing party shall be entitled to the payment by the non-prevailing party of all of its reasonable attorneys' fees, court

costs, collections, and litigation expenses. This shall include all attorney's fees and costs incurred prior to litigation (including investigation), at both trial and appellate levels, after judgment in seeking to obtain any execution or enforcement thereof, and in connection with any bankruptcy or similar proceeding; the parties expressly agree that this provision shall survive merger of this Agreement and any judgment obtained.

i. Mutually Drafted. The parties stipulate and agree that all parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own, independent counsel or that they have had the opportunity to do so, and this Agreement shall be construed fairly and equally as to all parties as if drafted jointly by them. The parties hereby irrevocably waive the benefit of any rule of contract construction which disfavors the drafter of an agreement.

j. Recording. The parties agree and hereby consent that either party may record this Agreement or a short-form memorandum of this Agreement with the county recorder in the county where the real property involved in this Agreement is located.

k. Further Assurances and Documents. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the parties in consummating this transaction.

l. Modification. This Agreement may only be amended or modified by written instrument executed by all parties to this Agreement.

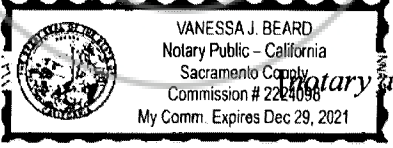
m. Advisors and Experts. Prior to entering into this Agreement, each party has been urged to carefully consider the potential risks associated with entering into this Agreement with each party's independent advisors including, but not limited to, attorneys, financial advisors, accountants, and others. Each party understands and agrees that each must conduct their own independent analysis, due diligence, and investigation of this transaction. All parties also understand and agree that they are and shall be responsible for discussing and addressing all tax issues with their respective tax advisors and accountants.

K. Brown 11-20-2019
 Kevin Brown, General Manager Date
 Virgin Valley Water District

Brian Vail 11/5/2019
 Lincoln County Investors, LLC Date
 Authorized Representative Signature
 Brian Vail, managing member
 Print Name and Title

STATE OF California)
)
 COUNTY OF Sacramento)
)

Subscribed or acknowledged before me by Brian Vail, authorized officer of Lincoln County Investors, LLC on November 5, 2019.



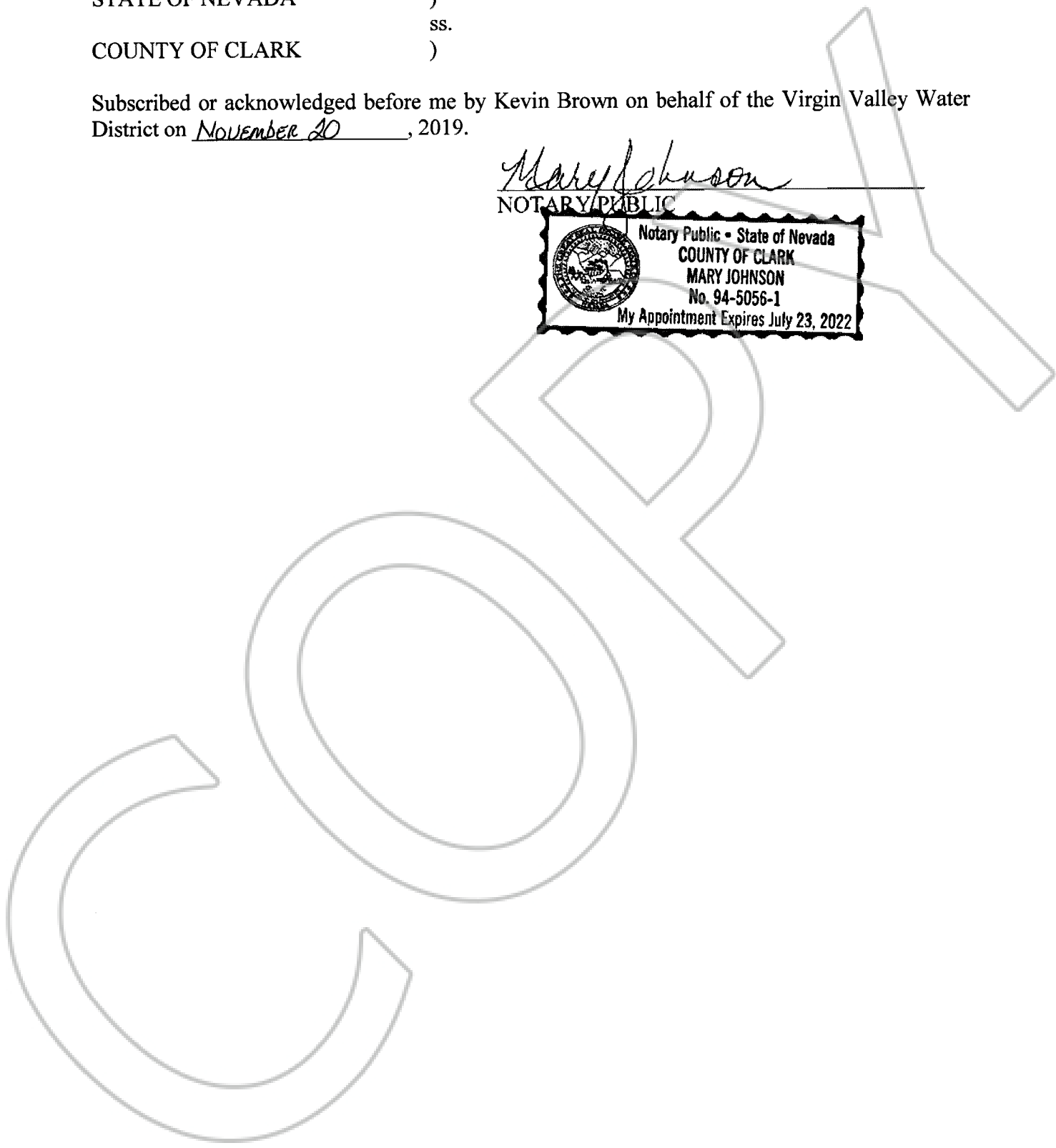
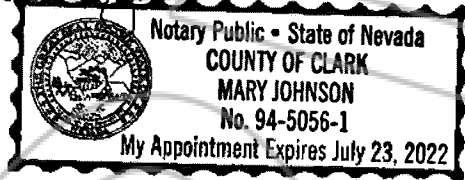
Vanessa J. Beard
 NOTARY PUBLIC
 [Notary acknowledgement continues on next page]

STATE OF NEVADA)
)
 ss.
COUNTY OF CLARK)

Subscribed or acknowledged before me by Kevin Brown on behalf of the Virgin Valley Water District on NOVEMBER 20, 2019.

Mary Johnson

NOTARY PUBLIC



DESCRIPTION of PARCEL 2 “Tank Property” (008-261-17):

A PORTION OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 71 EAST, MOUNT DIABLO BASE AND MERIDIAN, LINCOLN COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N 89°08'17" E 2516.41 FEET ALONG THE NORTH LINE OF SAID SECTION 31 AND S 3°06'31" W 933.95 FEET ALONG THE EAST LINE OF GOVERNMENT LOT 6 OF SAID SECTION 31 AND N 86°53'04" W 253.64 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 31 AND RUNNING THENCE S 9°14'56" W 269.00 FEET; THENCE N 80°45'04" W 364.50 FEET; THENCE N 9°14'56" E 269.00 FEET; THENCE S 80°45'04" E 364.50 FEET, TO THE POINT OF BEGINNING.

CONTAINS 98,051 SQ FT OR 2.25 ACRES MORE OR LESS

DESCRIPTION of EASEMENT:

BEGINNING AT A POINT N 89°08'17" E 2516.41 FEET ALONG THE NORTH LINE OF SAID SECTION 31 AND S 3°06'31" W 1042.03 FEET ALONG THE EAST LINE OF GOVERNMENT LOT 6 OF SAID SECTION 31 AND N 86°53'04" W 50.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 31 AND RUNNING THENCE N 88°30'31" W 216.01 FEET; THENCE N 9°14'56" E 20.18 FEET; THENCE S 88°30'31" E 213.85 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF MESQUITE HEIGHTS ROAD; THENCE S 3°06'31" W 20.01 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

PARCEL MAP - PLANNING No. 2018-PM-09
 LOCATED IN SECTION 11,
 TOWNSHIP 12 SOUTH, RANGE 125N, JUDITH BORO T14S R125W
 SECTION 11, TOWNSHIP 12 SOUTH, RANGE 125N

OWNER'S CERTIFICATE AND DEDICATION

I, **Lincoln County Investors, LLC**, as the owner of the above described parcel, hereby certify that the same is being dedicated to the public use and convenience of the community and is being dedicated to the use of a **PROJECT LOCATION**.

[Signature]
 Date: **11/19/2018**

ACKNOWLEDGMENT

I, **John C. Vail**, Secretary of Lincoln County, do hereby certify that the above described parcel is being dedicated to the public use and convenience of the community and is being dedicated to the use of a **PROJECT LOCATION**.



SUPERVISOR'S CERTIFICATE

I, **John C. Vail**, Secretary of Lincoln County, do hereby certify that the above described parcel is being dedicated to the public use and convenience of the community and is being dedicated to the use of a **PROJECT LOCATION**.

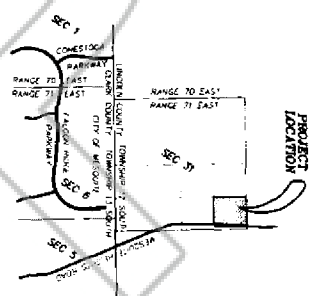


RECORDER'S STATEMENT

I, **John C. Vail**, Secretary of Lincoln County, do hereby certify that the above described parcel is being dedicated to the public use and convenience of the community and is being dedicated to the use of a **PROJECT LOCATION**.

REFERENCE DOCUMENTS

1. LINCOLN COUNTY PLANNING COMMISSION APPROVAL
 2. LINCOLN COUNTY TREASURER APPROVAL
 3. LINCOLN COUNTY RECORDER APPROVAL
 4. PLANNING STATEMENT
 5. PARCEL MAP FOR LINCOLN COUNTY INVESTORS, LLC



LEGAL DESCRIPTION

That certain parcel of land, being a portion of the same as described in the plat of Lincoln County, Oregon, and being more particularly described as follows: **PROJECT LOCATION**.

BASES OF BEARING

The South line of Section 11, Township 12 South, Range 125N, is the true meridian and the bearing of the same is **0° 00' 00" S**.

UTILITY AGENCIES AND COMPANY APPROVALS

UTILITY AGENCIES AND COMPANY APPROVALS
 WATER: **N/A**
 SEWER: **N/A**
 GAS: **N/A**
 POWER: **N/A**
 TELEPHONE: **N/A**
 CABLE: **N/A**

LINCOLN COUNTY PLANNING COMMISSION APPROVAL

I, **John C. Vail**, Secretary of Lincoln County, do hereby certify that the above described parcel is being dedicated to the public use and convenience of the community and is being dedicated to the use of a **PROJECT LOCATION**.

LINCOLN COUNTY ASSESSOR APPROVAL

I, **John C. Vail**, Secretary of Lincoln County, do hereby certify that the above described parcel is being dedicated to the public use and convenience of the community and is being dedicated to the use of a **PROJECT LOCATION**.

LINCOLN COUNTY TREASURER APPROVAL

I, **John C. Vail**, Secretary of Lincoln County, do hereby certify that the above described parcel is being dedicated to the public use and convenience of the community and is being dedicated to the use of a **PROJECT LOCATION**.

LINCOLN COUNTY RECORDER APPROVAL

I, **John C. Vail**, Secretary of Lincoln County, do hereby certify that the above described parcel is being dedicated to the public use and convenience of the community and is being dedicated to the use of a **PROJECT LOCATION**.

PLANNING STATEMENT

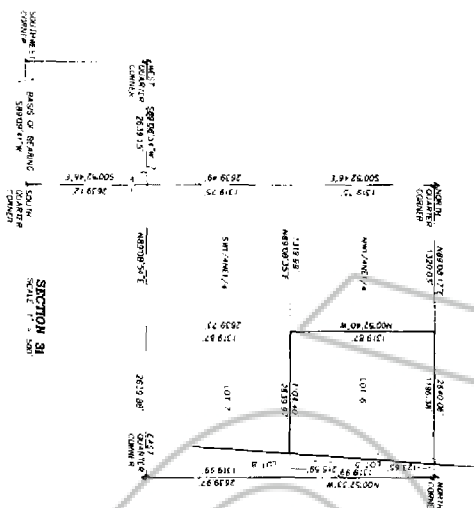
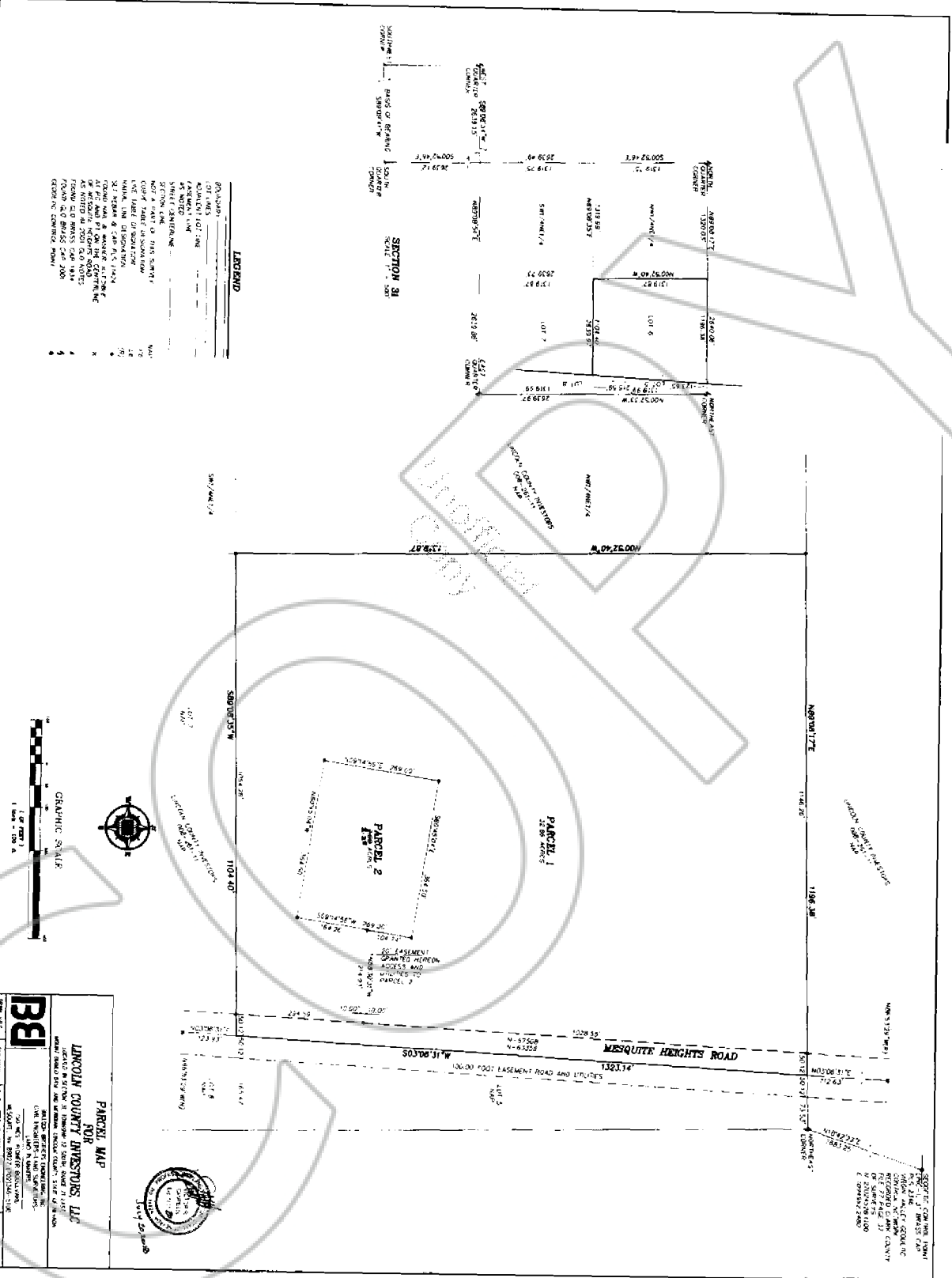
The parcel is being dedicated to the public use and convenience of the community and is being dedicated to the use of a **PROJECT LOCATION**.

PARCEL MAP FOR LINCOLN COUNTY INVESTORS, LLC

BB

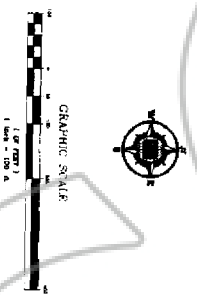
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LEGEND

BOUNDARY OF THIS SURVEY
 ADJACENT LOT LINE
 EASEMENT LINE
 STREET CENTERLINE
 RIGHT-OF-WAY LINE
 CONVEYANCE TABLE AT SOUTHWEST CORNER OF THIS SURVEY
 LINE TABLE OF SOUTHWEST CORNER OF THIS SURVEY
 CENTERLINE OF THIS SURVEY
 CENTERLINE OF MESQUITE HEIGHTS ROAD
 CENTERLINE OF 100 FOOT EASEMENT ROAD
 CENTERLINE OF 100 FOOT EASEMENT ROAD AND 100 FOOT EASEMENT ROAD
 CENTERLINE OF 100 FOOT EASEMENT ROAD AND 100 FOOT EASEMENT ROAD
 CENTERLINE OF 100 FOOT EASEMENT ROAD AND 100 FOOT EASEMENT ROAD



PARCEL MAP FOR LINCOLN COUNTY INVESTORS, LLC

PREPARED BY: BBI SURVEYING & MAPPING, LLC
 201 WEST 10TH STREET, SUITE 100
 DENVER, CO 80202

DATE: 12/21/2021
 TIME: 10:00 AM
 DATE: 12/21/2021
 TIME: 10:00 AM

BBI

SECTION 31 CORNER
 N 88° 02' 31" W
 N 79° 57' 48" E
 N 88° 02' 31" W
 N 79° 57' 48" E
 N 88° 02' 31" W
 N 79° 57' 48" E