

LINCOLN COUNTY, NV **2024-167261**
\$37.00 Rec:\$37.00 **07/22/2024 07:38 AM**
FIRST AMERICAN TITLE INSURANCE COMPANY Pgs: 14 AK
OFFICIAL RECORD
AMY ELMER, RECORDER

APNs: 008-261-23;
NCS-1187261 (AD)
WHEN RECORDED RETURN TO:

Rice Reuther Sullivan & Carroll, LLP
3800 Howard Hughes Parkway
Suite 1200
Las Vegas, Nevada 89169
Attention: Stephen M. Sullivan, Esq.

DECLARATION OF RESERVED EASEMENTS

THIS DECLARATION OF RESERVED EASEMENTS (the "Declaration") is made as of this 11th day of July, 2027, by C & O Holdings, LLC, a Nevada limited liability company ("Declarant"). All other capitalized terms used herein shall have the meaning set forth in Section 1 below.

RECITALS

- A. Declarant is the owner of the Burdened Property and the Benefitted Property.
- B. Declarant intends to sell the Burdened Property separate from the Benefitted Property and wishes to: (i) impose certain non-exclusive rights of access across portions of the Burdened Property for the installation, maintenance, repair and replacement of utilities; (ii) impose certain non-exclusive rights of access across portions of the Burdened Property for pedestrian and vehicular access; and (iii) establish certain maintenance obligations relating thereto.

NOW THEREFORE, Declarant hereby declares that all of the Property, is hereby made subject to this Declaration and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration. All of the covenants and provisions of this Declaration are hereby declared to be in furtherance of a general plan for the improvement, use, enjoyment and sale of the Property, and are established for the benefit of the Property. All of the provisions contained in this Declaration shall run with the land now or hereafter constituting the Property, for all purposes, and shall be binding upon and inure to the benefit of each Owner and Occupant, as well as their respective successors-in-interest and assigns, invitees, employees and agents.

1. **Definitions.** Unless the context otherwise specifies or requires, the capitalized terms used in this Declaration shall have the meanings set forth in this Section 1.

1.1 "Access Easement Area" shall mean that portion of the Burdened Property which is more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference.

1.2 "Benefitted Property" shall mean that certain real property located in Lincoln County, Nevada which is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.

1.3 "Burdened Property" shall mean that certain real property located in Lincoln County, Nevada which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

1.4 "Effective Date" shall mean the date this Declaration is recorded in the Official Records of the Lincoln County, Nevada Recorder.

1.5 "Occupant" shall mean a lessee or licensee of an Owner, or any other person or entity other than an Owner in lawful possession of any Parcel within the Property with the permission of the Owner.

1.6 "Owner" means Declarant and its successors as the record owner of fee simple title to any portion of the Property, excluding any entity or person who holds such interest as security for the payment of an obligation, but including contract sellers and any mortgagee, deed of trust or other security holder in actual possession of any portion of the Property.

1.7 "Parcel" shall mean a legal parcel now or hereafter created within the Property.

1.8 "Property" shall collectively mean the Burdened Property and the Benefitted Property.

1.9 "Responsible Owner" shall initially mean Declarant for so long as Declarant owns the Benefitted Property or any portion thereof; provided, however, if Declarant no longer owns any of the Benefitted Property, then the Responsible Owner shall be the Owner of the Benefitted Property or if there is more than one Owner of the Benefitted Property, then the Responsible Owner shall be the Owner that owns the largest percentage of the Benefitted Property.

2. **Utility Easements.** There is hereby granted to each Owner of the Benefitted Property underground easements across the Access Easement, plus an additional fifty feet (50') from each boundary of the Access Easement Area (the "Utility Easement Area"), for utilities, including without limitation, electricity, fiber optics, water, gas, sewer, telephone, cable television and storm drains. No such utility easements shall be within any building footprint, or encroach upon any permanent improvements, and all such easements shall be situated so as to minimize damage, diminution in value or other negative impacts upon the Burdened Property. The utility easements granted hereby are for the purpose of installation, testing, maintenance, replacement and/or repair of utility lines, conduits or other facilities; provided, however, that in using the easements granted hereby, any Owner who goes, or causes its agent or any utility company to go, upon the Burdened Property shall (a) cause such use of the utility easements to be conducted in a manner which, under the circumstances, is the least disruptive to the Owner and Occupant of the Burdened Property, and their respective tenants, invitees, customers and licensees, (b) cause such use to be completed with due regard for the safety of all persons coming onto the Burdened Property, and (c) cause, at its expense, any damage to the improvements located on the Utility Easement Area (including without limitation pavement) caused by any Owner of the Benefitted Property, or its agents to be promptly repaired and restored as near as practicable to the prior condition of such damage. Each such Owner of the Benefitted Property who enters upon the Burdened Property under this Section 2, shall be liable to the Owner of the Burdened Property for any breach of the foregoing obligations, and such entering Owner shall indemnify the Owner of the Burdened Property and hold the Owner of the Burdened Property free, clear and harmless from any and all claims, actions, demands, causes of action, costs and expenses whatsoever (including attorneys' fees and court costs) for any personal injury or property damage arising from or as a result of the use of the utility easements upon the Burdened Property by the entering Owner.

3. **Access Easement.**

3.1 **Access Easement Area.** There is hereby granted to each of the Owners and Occupants of the Benefitted Property, together with their respective, tenants, invitees, customers and licensees, a non-exclusive right, privilege and easement over, upon and across the Access Easement Area for vehicular and pedestrian ingress and egress to the Benefitted Property. All activities by Owners and Occupants of the Benefitted Property, together with their respective, tenants, invitees, customers and licensees, upon the Access Easement Area shall be undertaken at such persons' own risk and expense.

3.2 **Maintenance Easement.** There is hereby granted to the Responsible Owner, a non-exclusive right, privilege and easement over, upon and across the Burdened Property for the sole purpose of performing the maintenance obligations set forth in Section 4 below. All activities by Responsible Owner, together with its agents and contractors, pursuant to this section shall be undertaken at such persons' own risk and expense.

4. **Maintenance of Access Easement Area.**

4.1 **Standards and Obligations.** From and after the Effective Date, the Responsible Owner shall maintain the Access Easement Area in good condition.

4.2 **Standards and Obligations.** From and after the Effective Date, each Owner of the Benefitted Property shall pay its respective Share of Costs (as defined below) of the costs and expenses, reasonably hereafter incurred by the Responsible Owner in connection with the Access Easement Area, including the costs of insurance, any taxes or impositions, reasonable reserves, administration costs and collection costs relating thereto or to the Access Easement Area (collectively, the "Maintenance Costs"). The Maintenance Costs shall be allocated and assessed among the Parcels in the Benefitted Property based on the gross square footage of each Parcel of Benefitted Property ("Share of Costs").

4.3 **Commencement of Payment Obligations.** The obligation to pay the Maintenance Costs shall commence as of the Effective Date and shall be due and payable fifteen (15) days from written notice to each Owner of a Parcel in the Property.

5. **Violation or Failure to Pay.**

5.1 **Violation of Maintenance Obligation.** In the event that the Responsible Owner fails to perform its maintenance obligations in accordance with Section 4.1 above, then any other Owner may, if the Responsible Owner fails to cause such maintenance, repair or replacement to be completed within thirty (30) days after receipt of notice specifying the default, (i) initiate legal proceedings to enforce compliance with this Declaration or (ii) upon an additional ten (10) days' written notice to the Responsible Owner, of its intention to do so, cause any necessary maintenance, repair or replacement to be completed and, assess the Responsible Owner for the costs therefor, together with interest thereon at the lesser of three percent (3%) above the prime rate as published in the Wall Street Journal, or similar publication if the Wall Street Journal ceases to be published, or 12%.

5.2 **Failure to Pay Maintenance Costs.** If any Owner fails to make any payment of its Share of Costs in violation of Section 4 above or fails to pay for costs incurred pursuant to clause (ii) of Section 5.1 above, then the non-defaulting Owner shall have a lien on the defaulting Owner's Parcel (and each lot therein) from the time each such payment becomes due, together with reasonable fees, charges, late charges, fines and interest as may be reasonably be levied by the non-defaulting Owner. Recording of

this Declaration in the Official Records of the Lincoln County, Nevada Recorder constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required. The lien may be foreclosed in accordance with the applicable procedures set forth in NRS 116.3116 to NRS 116.31168, inclusive, or any successor laws hereafter in effect.

5.3 **Legal Action Upon Violation.** In addition to the rights and remedies afforded above in this Section 5, each Owner shall have the right to initiate legal proceedings to enforce or restrain a violation of the provisions of this Declaration, or to determine the rights or duties of any person hereunder.

6. **Covenants Running With the Land.** All of the covenants, obligations and agreements of the Parties contained herein shall be covenants running with the land, benefitting and burdening, as applicable, each Parcel, and shall be binding upon the Parties and their respective successors and assigns who acquire fee title to any portion of the Parcels. Any Owner accepting a deed to any portion of any Parcel shall be irrefutably presumed to have agreed to be bound by each agreement, obligation and/or covenant contained herein.

7. **Liens.** No Owner shall permit any mechanics' or materialmen's or similar liens for labor or materials performed or delivered by, through or at the direction of that Owner against any Parcel that is not owned by such Owner. In the event that any such lien is filed, the Owner responsible for such lien shall immediately upon becoming or being made aware of such lien, cause such lien to be removed as an encumbrance or diligently contest such lien and provide to the other Parties a statutory bond issued pursuant to, and in the form of the bond called for by, NRS Sections 108.2415 to 108.2425, inclusive.

8. **Notices.** Any notice permitted or required to be given under the provisions of this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address on file with the Lincoln County Treasurer's Office and, if the Owner is an entity that is required by applicable law to have a Registered Agent in Nevada, then also to the address for such Resident Agent on file with the Nevada Secretary of State.

9. **Attorney Fees.** In any judicial action between the Parties to enforce or interpret any of the provisions of this Declaration or any right of any Owner under this Declaration, regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, each non-prevailing Owner shall pay to each prevailing Owner all costs and expenses, including reasonable attorneys' fees, incurred therein by each such prevailing Owner.

10. **Miscellaneous.**

10.1 **Duration.** This Declaration and the easements granted hereunder are permanent and shall remain in full force and effect unless terminated by instrument recorded in the Official Records of the Lincoln County, Nevada Recorder, executed by (a) the then record Owner the Burdened Property and (b) the then record Owner the Benefitted Property.

10.2 **Amendment.** This Declaration may be modified only by the recordation, in the Official Records of the Lincoln County, Nevada Recorder, of an agreement or document of modification executed by (a) the then record Owner the Burdened Property and (b) the then record Owner the Benefitted Property.

10.3 No Waiver. The failure of any person entitled to enforce any provision of this Declaration to do so shall in no event be deemed a waiver of the right of any such person to enforce this Declaration thereafter. Waiver or attempted waiver of any provision hereof with respect to the Burdened Property shall not be deemed a waiver in regard to any subsequent violation.

10.4 Rights of Mortgagees. No breach or violation of any provision of this Declaration shall defeat or render invalid the lien of any mortgage, deed of trust or similar instrument securing a loan made in good faith and for value with respect to the development or financing of the Property or any portion thereof. However, this Declaration and all provisions hereof shall be binding upon and effective against any subsequent Owner and its successors and assigns or other occupant of the Property or portion thereof whose title is acquitted by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, but such subsequent Owner shall have a reasonable period of time after taking title to cure any violation hereunder that is reasonably capable of being cured, provided that such subsequent Owner diligently acts to effect sure cure.

10.5 No Merger of Title. No merger of title shall take place which would merge this Declaration or the easement granted hereunder with fee title to the Property (or any part thereof) and thereby eliminate this Declaration. If title to all or a portion of both Parcels becomes vested in the same Person (as defined below), this Declaration shall not terminate but shall remain in effect, and that merger, which would eliminate such restrictions, shall not take place. As used herein, "Person" shall mean a natural person, a corporation, limited liability company, partnership, trustee, or any other legal entity.

10.6 Captions. The captions of Sections herein are used for convenience only and are not intended to be a part of this Declaration or in other way to define, limit, or describe the scope and intent of the particular Section to which they refer.

10.7 Invalidation; Interpretation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof. All provisions shall be construed so as to be in conformance with, and shall be governed by, Nevada law.

10.8 Attorneys' Fees. In the event of any action to interpret or enforce the terms and provisions of this Declaration, the prevailing party or party shall be entitled to its costs and reasonable attorneys' fees from the non-prevailing party or parties.

10.9 Uniform Act Does Not Apply. The Property is restricted exclusively to non-residential uses and pursuant to NRS 116.1207, the Nevada Uniform Common Interest Ownership Act does not apply.

IN WITNESS WHEREOF, Declarant has entered into this Declaration as of the day and year first above written.

C & O HOLDINGS, LLC, a Nevada limited liability company

By: Investment Manager, Inc., a Nevada corporation, its Manager.

By: *Lawrence D. Canardi*

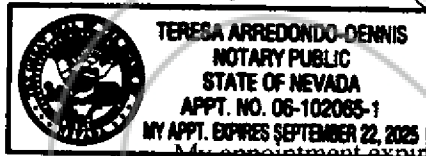
Name: Lawrence D. Canardi, President

Title: Investment Manager, its manager

STATE OF NEVADA

COUNTY OF Clark

This instrument was acknowledged before me on July 11, 202⁴, by Lawrence D. Canardi, the President of Investment Manager, Inc., a Nevada corporation, the Manager of C & O HOLDINGS, LLC.



Teresa Arredondo-Dennis
Notary Public

My appointment expires: 09.22.2025

EXHIBIT "A"
LEGAL DESCRIPTION OF THE BURDENED PROPERTY

COPY

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: 008-261-20

OWNER: C & O HOLDINGS, LLC

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PARCEL OF LAND IN
SUPPORT OF THE LINCOLN COUNTY SOLAR PROJECT.

DESCRIPTION

**TOWNSHIP 12 SOUTH, RANGE 71 EAST, MOUNT DIABLO MERIDIAN, LINCOLN
COUNTY, NEVADA**

SECTION 16 – E1/2 SE1/4, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7

SECTION 17 – SW1/4, NW1/4, W1/2 SE1/4, LOT 2, LOT 3

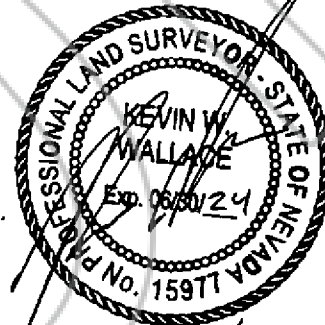
SECTION 18 – E1/2 NE1/4, SW1/4

SECTION 19 – E1/2

SECTION 20 – ALL

SECTION 21 – W1/2

KEVIN W. WALLACE, P.L.S.
NEVADA LICENSE NO. 15977



8/2/23

EXHIBIT "B"
LEGAL DESCRIPTION OF THE BENEFITTED PROPERTY

COPY

Legal Description of the Benefitted Property

T. 12 S., R. 71 E.,

Sec. 19, W1/2.

Containing 320 acres, more or less.

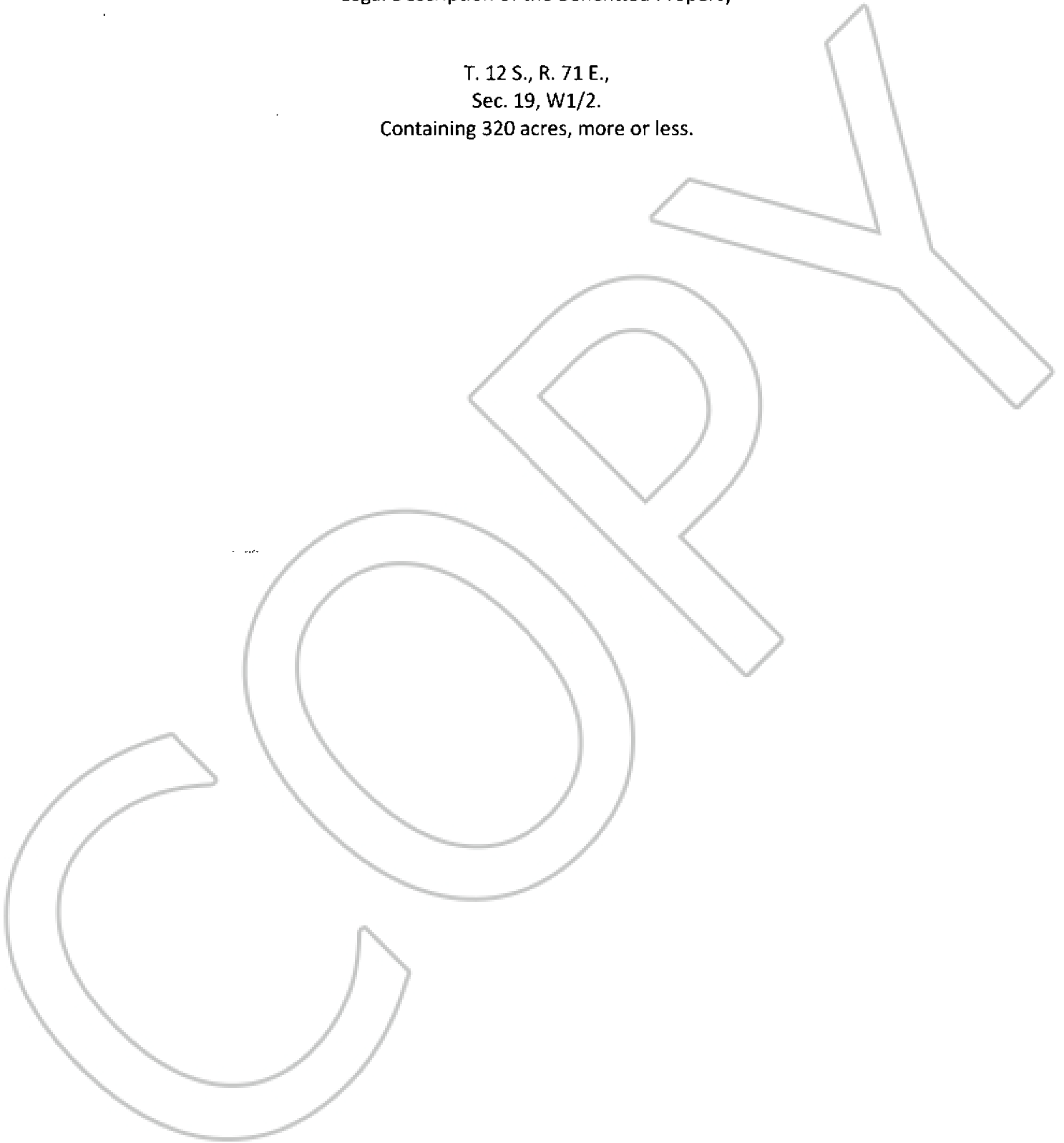
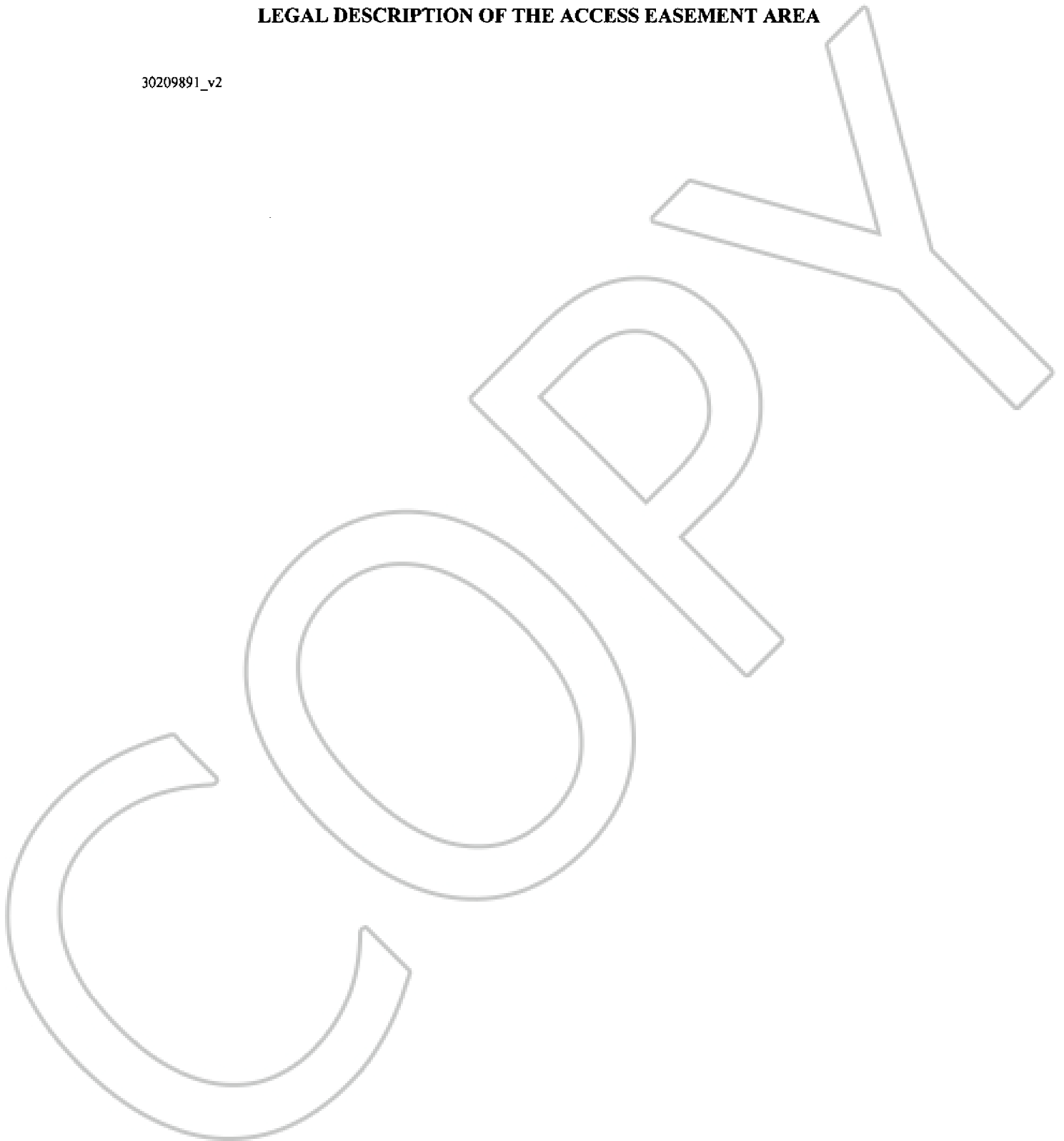


EXHIBIT "C"
LEGAL DESCRIPTION OF THE ACCESS EASEMENT AREA

30209891_v2



LEGAL DESCRIPTION EXHIBIT

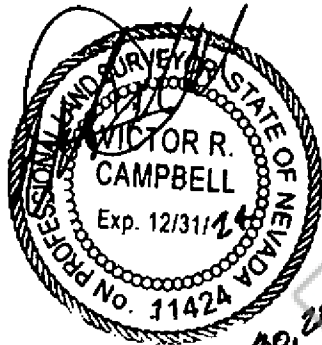
Reserved easement for ingress, egress and utilities being 100.00 feet in width, 50.00 feet on each side of the following described centerline located in the Southwest Quarter of Section 20 and the East Half of Section 19, Township 12 South, Range 71 East, Mount Diablo Base and Meridian, within Lincoln County, Nevada, and being more particularly described as:

Beginning at a point on the North Line of an asphalt road, known as Mesquite Heights Road that is N00°53'00"W 494.40 feet along the Section Line and N89°07'00"E 858.58 feet from the Southwest Corner of Section 20, Township 12 South, Range 71 East, Mount Diablo Base and Meridian and running;

- Thence N36°28'47"W 105.91 feet;
- Thence Northwesterly 239.72 feet along the arc of a 399.34 foot radius curve to the left with a central angle of 34°23'37" and the center bears S53°31'13"W;
- Thence Northwesterly 169.97 feet along the arc of a 2,486.58 foot radius curve to the right with a central angle of 03°54'59" and the center bears N19°07'37"E;
- Thence Northwesterly 402.00 feet along the arc of a 697.58 foot radius curve to the right with a central angle of 33°01'04" and the center bears N23°02'36"E;
- Thence Northwesterly 660.07 feet along the arc of a 2,245.16 foot radius curve to the left with a central angle of 16°50'42" and the center bears S56°03'40"W;
- Thence Northwesterly 569.91 feet along the arc of a 1,058.53 foot radius curve to the right with a central angle of 30°50'52" and the center bears N39°12'58"E;
- Thence Northwesterly 318.84 feet along the arc of a 566.40 foot radius curve to the left with a central angle of 32°15'12" and the center bears S70°03'51"W;
- Thence Northwesterly 505.77 feet along the arc of a 754.49 foot radius curve to the right with a central angle of 38°24'28" and the center bears N37°48'38"E;
- Thence Northwesterly 219.04 feet along the arc of a 296.18 foot radius curve to the left with a central angle of 42°22'23" and the center bears S76°13'06"W;
- Thence Northwesterly 663.90 feet along the arc of a 1,674.62 foot radius curve to the right with a central angle of 22°42'53" and the center bears N33°50'43"E;
- Thence Northwesterly 232.27 feet along the arc of a 231.38 foot radius curve to the right with a central angle of 57°31'07" and the center bears N56°33'35"E;
- Thence Northwesterly 341.16 feet along the arc of a 2,509.38 foot radius curve to the left with a central angle of 07°47'23" and the center bears N65°55'18"W;
- Thence Northwesterly 473.15 feet along the arc of a 652.36 foot radius curve to the left with a central angle of 41°33'20" and the center bears N73°42'40"W;
- Thence Northwesterly 225.14 feet along the arc of a 304.55 foot radius curve to the right with a central angle of 42°21'24" and the center bears N64°43'59"E;
- Thence Northwesterly 312.66 feet along the arc of a 260.24 foot radius curve to the left with a central angle of 68°50'10" and the center bears N72°54'37"W;
- Thence N51°44'47"W 109.37 feet;

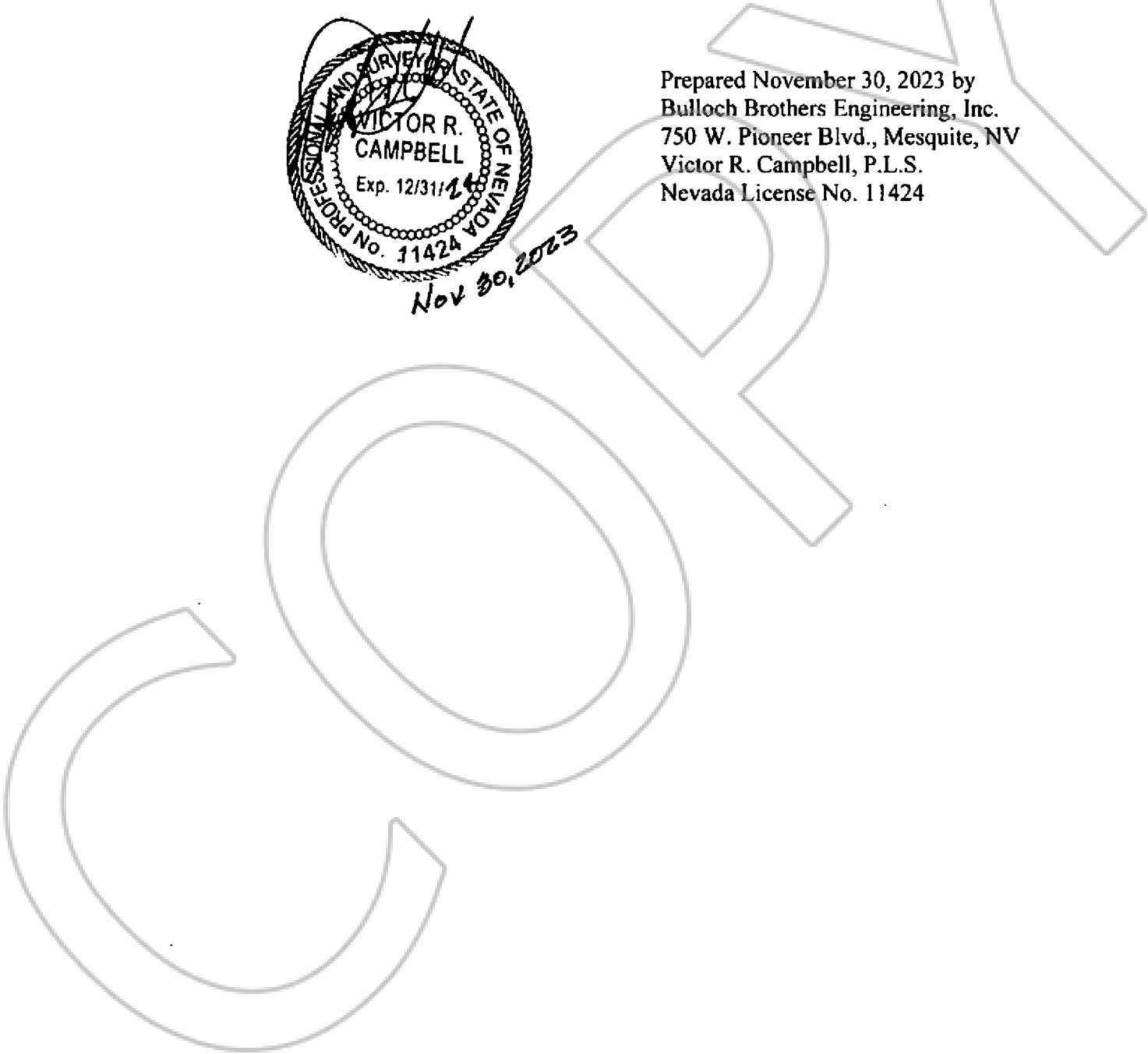
Thence Northwesterly 162.17 feet along the arc of a 509.03 foot radius curve to the right with a central angle of $18^{\circ}15'14''$ and the center bears $N38^{\circ}15'13''E$;

Thence $N33^{\circ}29'33''W$ 299.79 feet to the North Line to a point that is $S89^{\circ}01'57''W$ 1,998.14 feet from the Northeast Corner of said Section 19.







Nov 30, 2023

Prepared November 30, 2023 by
Bulloch Brothers Engineering, Inc.
750 W. Pioneer Blvd., Mesquite, NV
Victor R. Campbell, P.L.S.
Nevada License No. 11424



RESERVED EASEMENT LOCATION



Legend	
	Location for Reserved Easement
	Land to be purchased
	C&O Holdings LLC
	Reserved Easement