

LINCOLN COUNTY, NV

2024-167265

\$37.00

Rec:\$37.00

07/22/2024 08:03 AM

FIRST AMERICAN TITLE INSURANCE COMPANY

OFFICIAL RECORD

AMY ELMER, RECORDER

APN(s): 008-261-22

NCS-1223950 (A)

RECORDING REQUESTED BY:

Lincoln 1040, LLC

c/o Clarkson & Associates, LLC

340 Falcon Ridge Parkway, Suite 700A

Mesquite, NV 89027

Grant of Non-Exclusive Access Easements

This Grant of Non-Exclusive Access Easements (this "**Agreement**") is made and entered into as of the 19 day of July, 2024 (the "**Effective Date**"), by and between C&O Holdings LLC, a Nevada limited liability company ("**Grantor**"), and Lincoln 1040, LLC, a Nevada limited liability company ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and may be collectively referred to as the "**Parties**".

RECITALS

A. Grantor is the owner of that certain real property located in Lincoln County, Nevada more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Servient Property**").

B. Grantee is the owner of that certain real property located in Lincoln County, Nevada more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Dominant Property**").

C. Grantee may in the future develop a residential real estate project or other project on the Dominant Property (the "**Project**").

D. Grantor desires to grant, and Grantee desires to obtain, nonexclusive access easement in, on, over, across, and through the property more particularly described in **Exhibit "C"** (the "**Easement Area**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

I. **Recitals.** The Recitals above are true and are incorporated herein by this reference.

II. **Grant of Easements.** Grantor hereby grants to Grantee a non-exclusive access easement appurtenant to the Dominant Property (the "**Easement**"), on, over, across, and through

the Easement Area for use over the portion of Mesquite Heights Road between the southern boundary of the Servient Property and the northern boundary of the Servient Property (as depicted on Exhibit C). Grantee's use of the Easement and the Easement Area is conditioned and limited as follows:

- A. Grantee's use of the Easement Area shall not include the right to improve or otherwise modify the access road located in the Easement Area, as the same exists as of the Effective Date without the approval of the Grantor, which approval shall not be unreasonably withheld; and
- B. Grantee's use of the Easement Area shall be limited to use for ingress and egress.

Any emergency responders (e.g., police, fire, paramedics, etc.) shall be third-party beneficiaries of Grantee's rights under this Agreement and shall have the right, subject to the same limitations as are imposed on Grantee, to utilize the Easement and access the Easement Area. Notwithstanding the remainder of this Section II, Grantee acknowledges and agrees that Grantor retains the right to grant additional non-exclusive easements in the Easement Area (including to the Lincoln County Power District) so long as such grants are not reasonably likely to interfere with Grantee's use and enjoyment of the Easements.

III. Term. The term of the Easement commenced on the Effective Date and such term shall continue in full force in effect until the earlier to occur of: (i) Grantee's relinquishment of this Agreement through a recorded instrument; (ii) the permanent removal (following construction) of the access roads in the Easement Area; (iii) Grantee's failure or refusal to join any road maintenance agreement governing the maintenance and repair of the access road located in the Easement Area which is agreed to by Grantor and the other various permitted users of the access road located in the Easement Area (the "**Road Maintenance Agreement**") upon Grantee's receipt of a building permit for any portion of the Dominant Property; (iv) Grantee's abandonment of the Project; or (v) the acceptance of any access road constructed in the Easement Area as a public road by Lincoln County.

IV. Maintenance. Neither Party shall be liable to maintain the access road located in the Easement Area.

V. Indemnity. Grantee shall defend, protect, indemnify, and hold harmless Grantor against any and all damages, fines, claims, or liabilities based upon, or arising out of, any claim of personal injury, property damage, or other claim resulting from Grantee's or Grantee's invitees', contractors', or agents' use of the Easement Area, except to the extent directly arising from Grantor's acts, omissions, gross negligence, or willful misconduct.

VI. Successors and Assigns. The provisions of this Agreement shall be binding upon the successors and assigns of Grantor and Grantee, and the Easements granted in this Agreement shall constitute a burden upon the Servient Property and a benefit to the Dominant Property, and to all persons hereafter acquiring or owning any interest in the Servient Property or the Dominant Property, respectively, however such interest may be obtained.

VII. Title to Easement Area. Grantor represents and warrants that Grantor is the sole owner in fee simple of the Easement Area, and that Grantor has all necessary right, title, and authority to enter into this Agreement. Grantor shall defend, protect, indemnify, and hold harmless Grantee against any and all claims for trespass brought by any third person not a Party to this Agreement who claims an ownership interest in the Easement Area.

VIII. Property Taxes and Assessments. Nothing in this Agreement shall be deemed to create in Grantee an obligation to pay any property taxes or assessments charged against the Easement Area or any other portion of the Servient Property.

IX. Notices. All notices which either Party hereto may be required or desire to serve upon the other Party shall be in writing and shall be served upon such other Party: (a) by personal service upon such other Party, whereupon service shall be deemed complete or (b) by Federal Express or other nationally-recognized overnight delivery service, whereupon service shall be deemed complete when such notice is delivered or rejected. Notice addresses for the Parties are as follows below, and such addresses may be changed by a Party by notice provided in the manner required by this paragraph:

Grantor:

C&O Holdings LLC
1700 South Pavilion Center Driver Suite 300
Las Vegas, NV 89135

Grantee:

Lincoln 1040 LLC
c/o Clarkson & Associates, LLC
340 Falcon Ridge Parkway, Suite 700A
Mesquite, NV 89027

X. General Provisions.

A. Appurtenant Easement. This Agreement, and the Easement granted by this Agreement, is appurtenant to the Dominant Property and cannot be assigned except in connection with a conveyance of the Dominant Property. Any successor-in-title to any portion of the Dominant Property shall be bound and benefitted by the terms and conditions of this Agreement.

B. Modification and Waiver. No claim of waiver, modification, consent, amendment, or acquiescence with respect to any provision of this Agreement shall be effective against either Party except on the basis of a written instrument executed by such Party.

C. No Other Inducement. The making, execution, and delivery of this Agreement by the Parties hereto has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

D. Construction and Interpretation. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under Nevada law; if any provision of this Agreement shall be adjudicated invalid or prohibited under Nevada law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. It is hereby acknowledged that both Parties had material participation in the preparation of this Agreement, and any uncertainty or ambiguity is not intended to be, and indeed shall not be, interpreted against any one Party. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa.

E. Headings. The section headings of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

F. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Venue for any dispute arising from or related to this Agreement shall lie in the state or federal courts sitting in Clark County, Nevada.

G. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Agreement.

H. Limitation of Indemnities. The indemnification and defense obligations under this Agreement shall not include or apply to consequential, exemplary, punitive, or special damages, all of which are hereby expressly waived by each Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with the intent that it be effective for all purposes as of the Effective Date regardless of its date of execution.

Grantor:

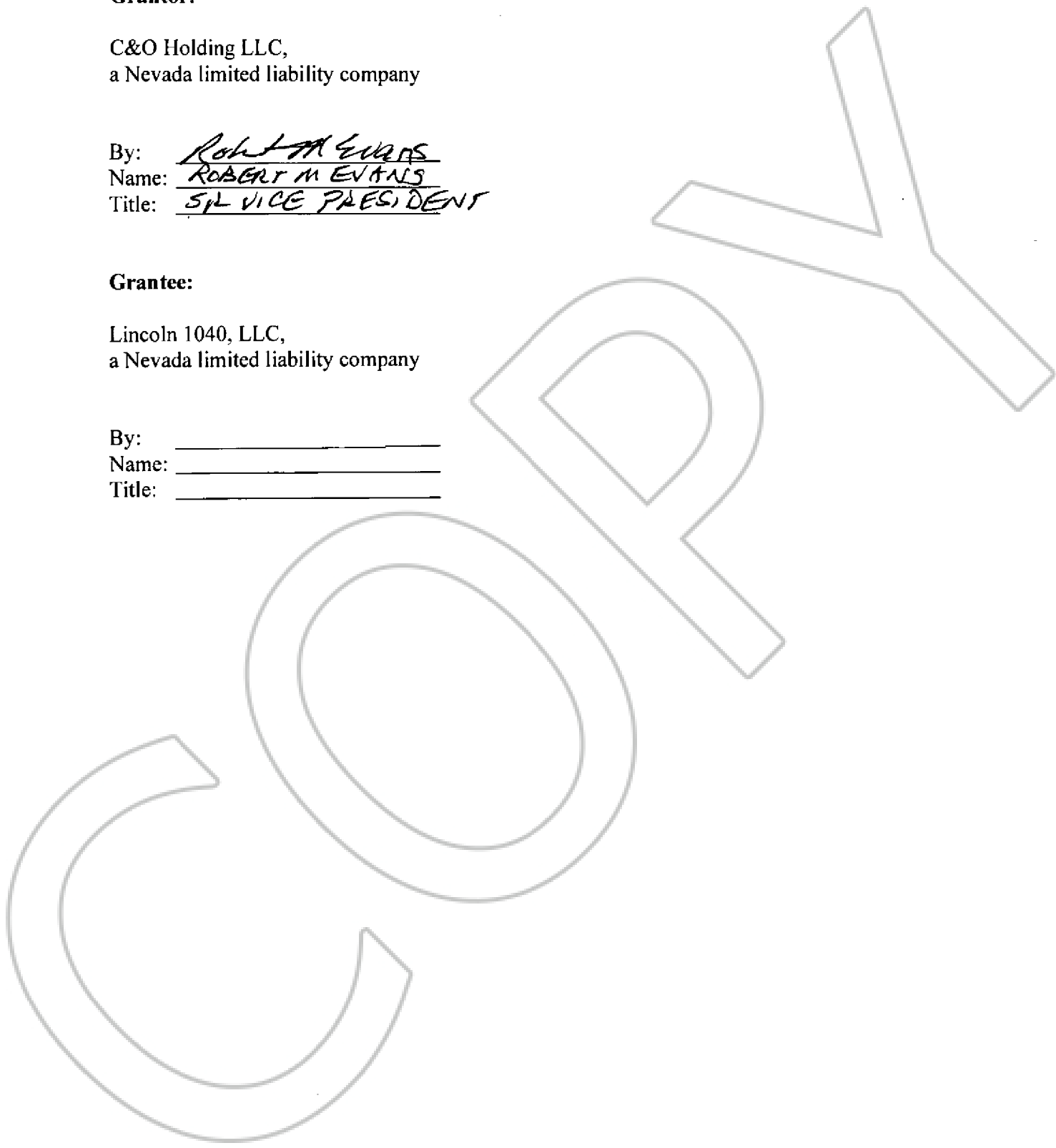
C&O Holding LLC,
a Nevada limited liability company

By: Robert M Evans
Name: ROBERT M EVANS
Title: SIL VICE PRESIDENT

Grantee:

Lincoln 1040, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____



Grantor:

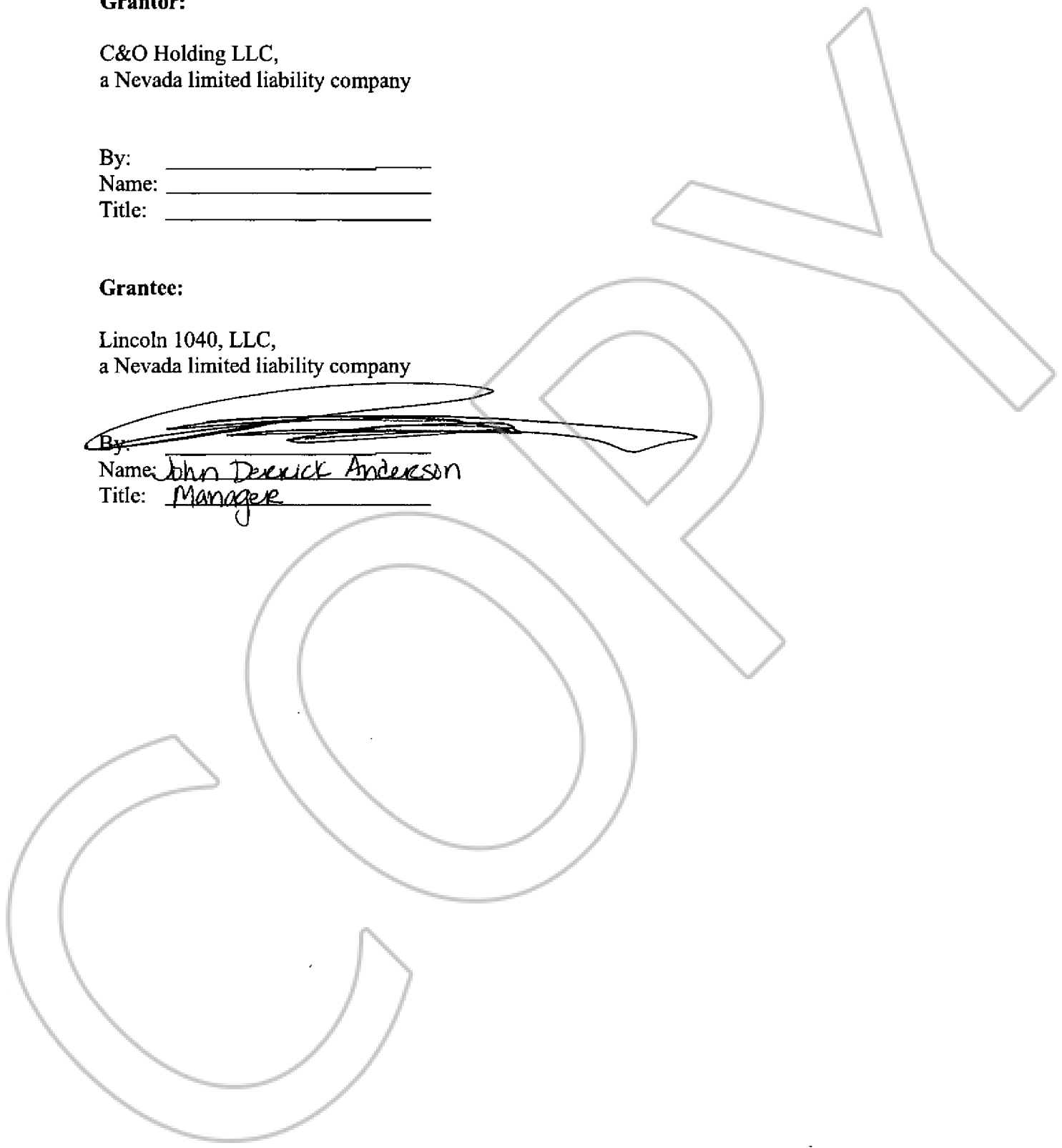
C&O Holding LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

Grantee:

Lincoln 1040, LLC,
a Nevada limited liability company

By: _____
Name: John Derrick Anderson
Title: Manager

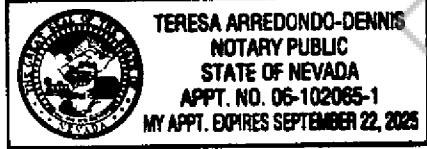


STATE OF Nevada)
) SS.
COUNTY OF Clark)

On 15th of July, 2024, before me, Teresa Arredondo-Dennis, a Notary Public, personally appeared Robert M. Evans, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Teresa Arredondo-Dennis
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 2024, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 2024, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

STATE OF Nevada)
) SS.
COUNTY OF Clark)

On July 15, 2024, before me, D. Macias, a Notary Public, personally appeared John Derrick Anderson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

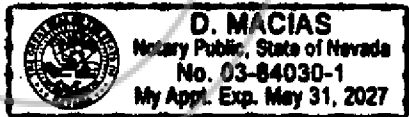
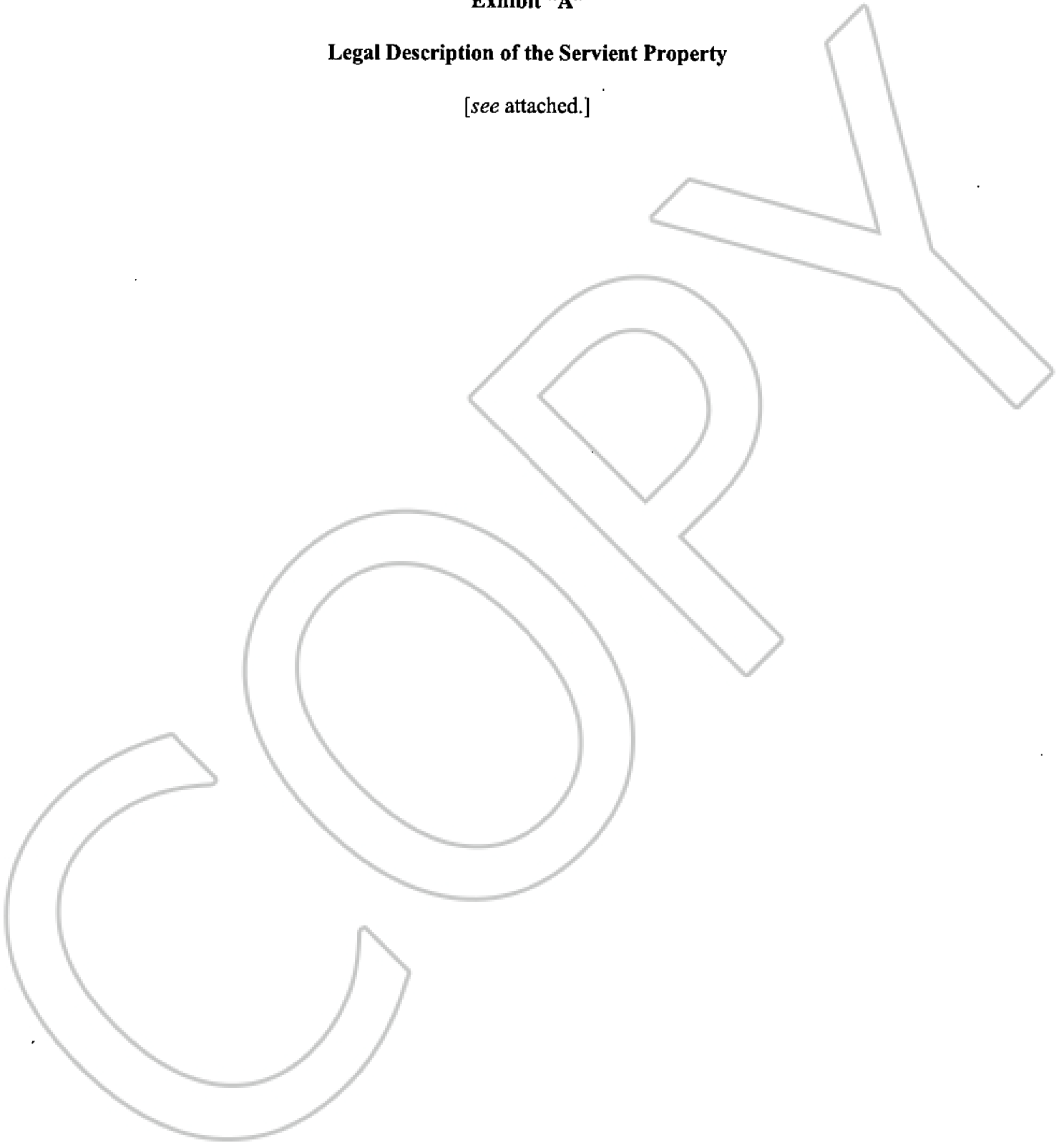


Exhibit "A"

Legal Description of the Servient Property

[see attached.]



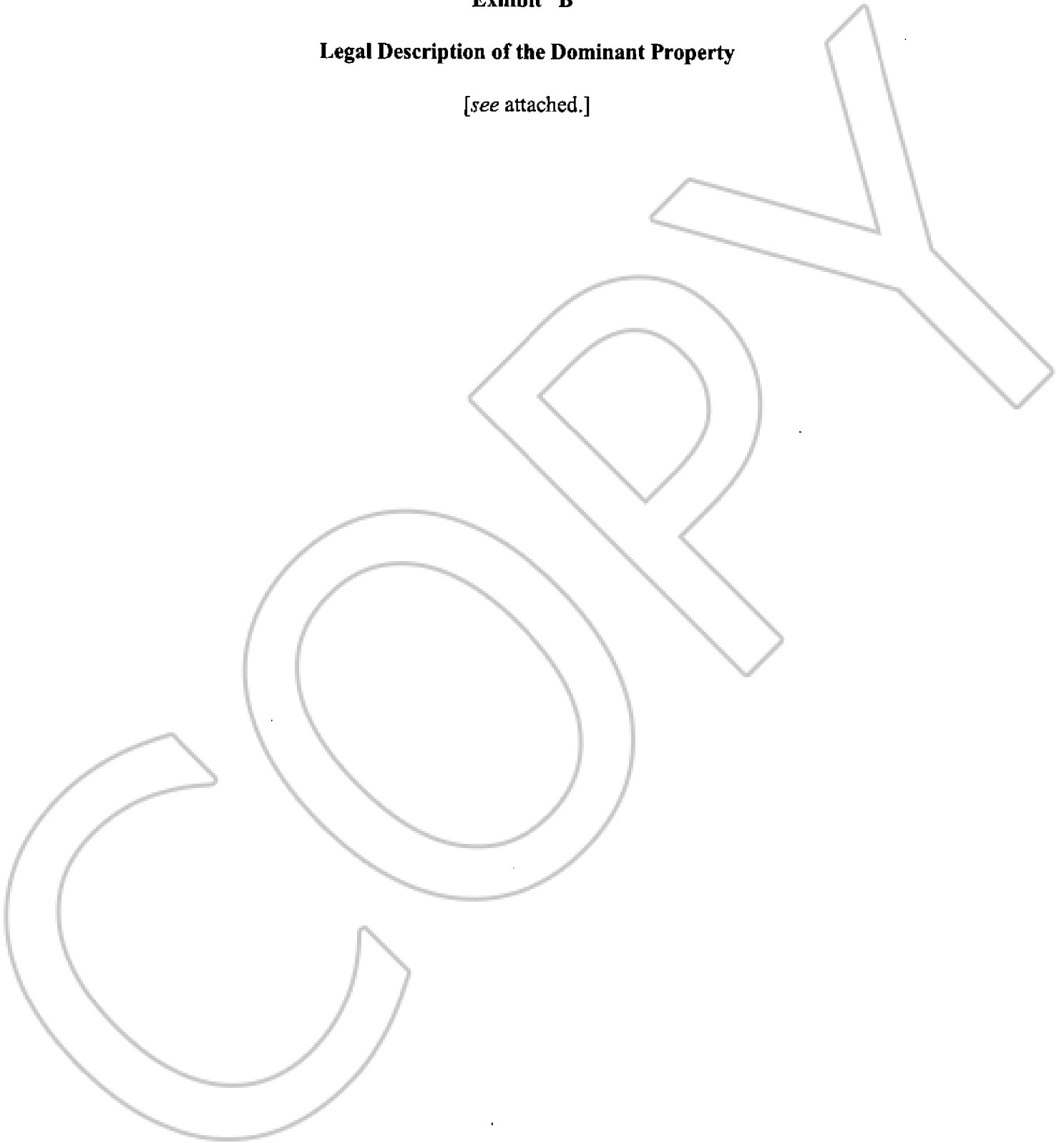
PARCEL 1 AS SHOWN BY DIVISION OF LARGE PARCELS RECORDED NOVEMBER 8, 2023, ON FILE IN DOCUMENT 2023-166158 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN SECTIONS 28, 29, 30, 31, 32, 33, AND 34, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA.



Exhibit "B"

Legal Description of the Dominant Property

[see attached.]





BROWN CONSULTING ENGINEERS

Civil Engineering • Land Surveying • Land Planning
736 South 900 East, Suite B105, St. George, UT 84790
Office 435-628-4700, www.browncivil.com

LEGAL DESCRIPTION FOR LINCOLN 1040, LLC

ALL OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 70 EAST, M.D.B. & M., LINCOLN COUNTY, NEVADA.
TOGETHER WITH THE WEST HALF (W 1/2) AND THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER
(NE 1/4) OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B. & M., LINCOLN COUNTY,
NEVADA.

CONTAINS: 1,040.33 ACRES

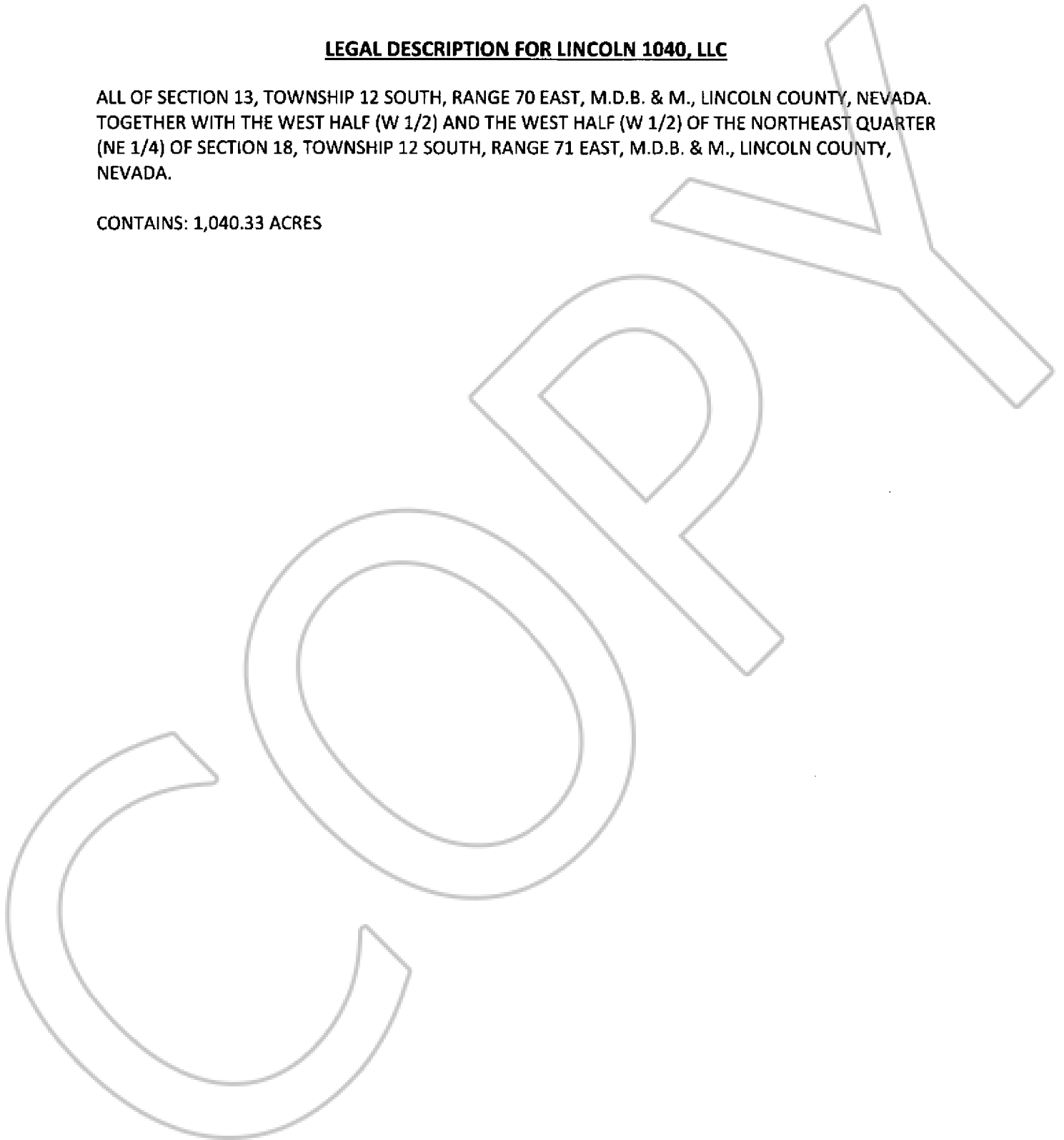
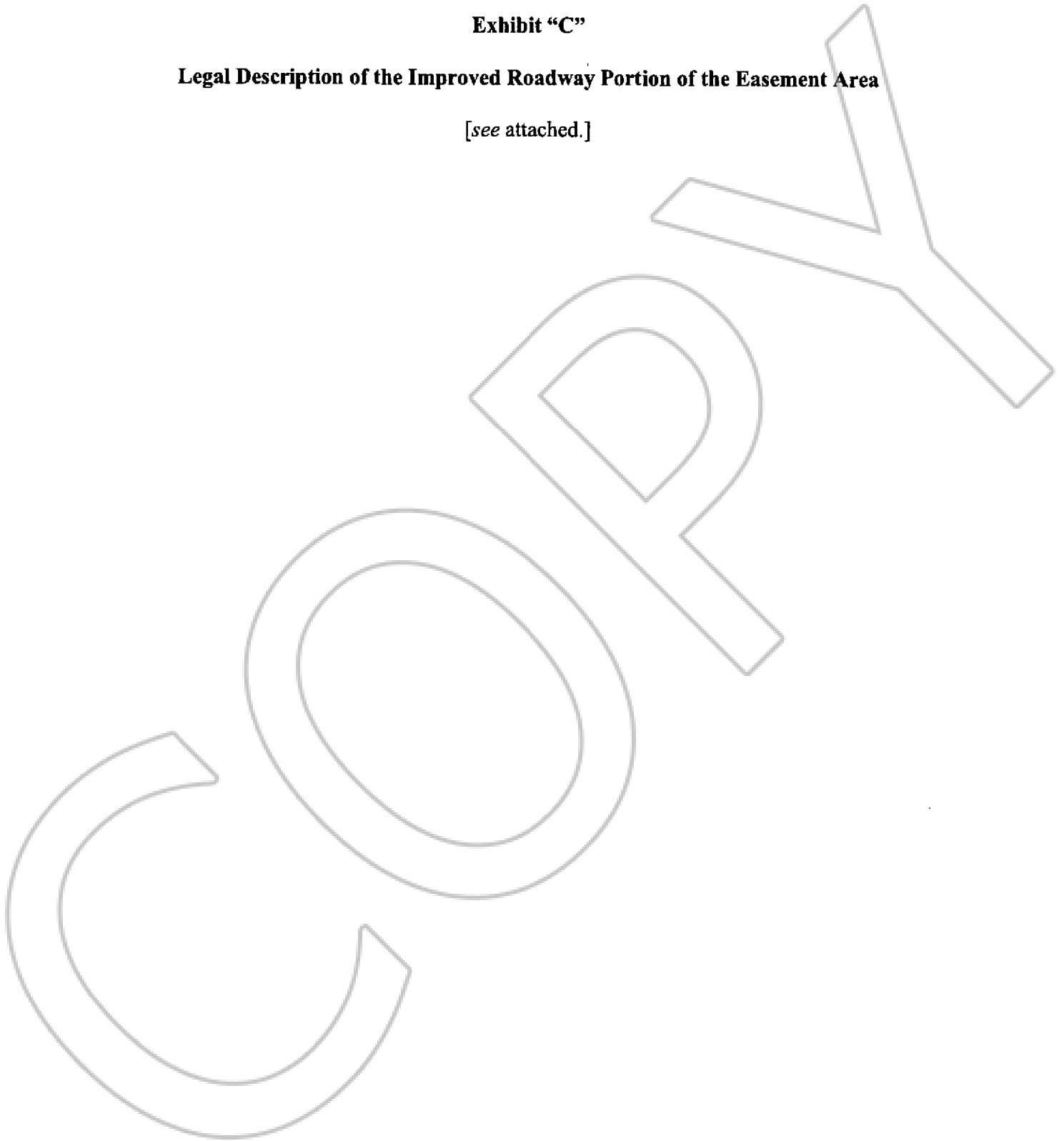


Exhibit "C"

Legal Description of the Improved Roadway Portion of the Easement Area

[see attached.]



WALLACE MORRIS KLINE SURVEYING, LLC.
Land Survey Consulting

APN# 008-261-22
OWNER: C&O HOLDINGS, L.L.C.

DESCRIPTION

A PORTION OF PARCEL 1 AS SHOWN BY DIVISION OF LARGE PARCELS RECORDED NOVEMBER 8, 2023, ON FILE IN DOCUMENT 2023-166158 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50.00 FEET IN WIDTH, LYING 50.00 FEET EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 AS SHOWN ON SAID DIVISION OF LARGE PARCELS.

THENCE ALONG THE SOUTH LINE OF SAID SECTION 32, NORTH 89°09'49" EAST, 599.64 FEET TO THE MOST SOUTHWEST CORNER OF PARCEL 1 OF SAID DIVISION OF LARGE PARCELS, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL 1, ALSO THE APPROXIMATE CENTERLINE OF MESQUITE HEIGHTS ROAD, THE FOLLOWING NINETEEN (19) COURSES:

- 1) NORTH 22°03'29" WEST, 2,263.59 FEET;
- 2) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 23°02'23", AN ARC LENGTH OF 321.70 FEET;
- 3) THENCE NORTH 00°59'20" EAST, 1,382.27 FEET;
- 4) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 02°07'20", AN ARC LENGTH OF 29.63 FEET;
- 5) THENCE NORTH 03°06'17" EAST, 2,159.76 FEET;

- 6) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 05°37'08", AN ARC LENGTH OF 78.45 FEET;
- 7) THENCE NORTH 02°28'46" WEST, 239.09 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 87°29'16" WEST;
- 8) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 28°53'30", AN ARC LENGTH OF 403.40 FEET;
- 9) THENCE NORTH 31°24'14" WEST, 1,048.95 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS NORTH 58°35'27" EAST;
- 10) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 23°36'50", AN ARC LENGTH OF 329.71 FEET;
- 11) THENCE NORTH 07°46'36" WEST, 1,053.32 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS NORTH 82°12'17" EAST;
- 12) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 1,817.13 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 11°21'50", AN ARC LENGTH OF 360.40 FEET;
- 13) THENCE NORTH 03°34'01" EAST, 168.30 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 85°35'55" EAST;
- 14) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 600.09 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 25°48'30", AN ARC LENGTH OF 270.30 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH A RADIAL LINE BEARS SOUTH 59°47'25" EAST;
- 15) THENCE ALONG AN ARC HAVING A RADIUS OF 1,050.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 29°22'38", AN ARC LENGTH OF 538.37 FEET;
- 16) THENCE NORTH 59°33'27" EAST, 107.56 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 30°30'34" EAST;

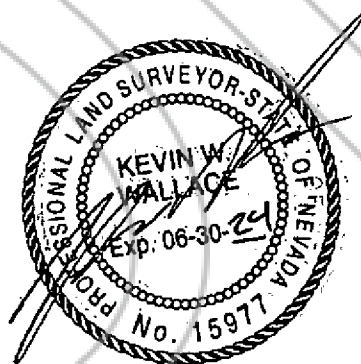
- 17) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 836.81 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 05°55'20", AN ARC LENGTH OF 86.49 FEET TO A POINT OF REVERSE CURVATURE FROM WHICH A RADIAL LINE BEARS NORTH 24°35'14" WEST;
- 18) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 394.85 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 12°30'50", AN ARC LENGTH OF 86.24 FEET;
- 19) THENCE NORTH 53°02'30" EAST, 543.49 FEET TO THE NORTH LINE OF SAID SECTION 29, ALSO BEING THE POINT OF ENDING.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO BEGIN ON THE SOUTH LINE OF SAID SECTION 32, TO MEET AT ALL ANGLE POINTS, AND TO TERMINATE ON THE NORTH LINE OF SAID SECTION 29.

BASIS OF BEARINGS

NORTH 89°09'27" EAST, BEING THE BEARING OF THE NORTH LINE OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA. SAID BEARING IS BASED ON STATE PLANE COORDINATE SYSTEM, ZONE NEVADA EAST 2701, GLOBAL REFERENCE DATUM NAD83(2011), GLOBAL REFERENCE EPOCH 2010.

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

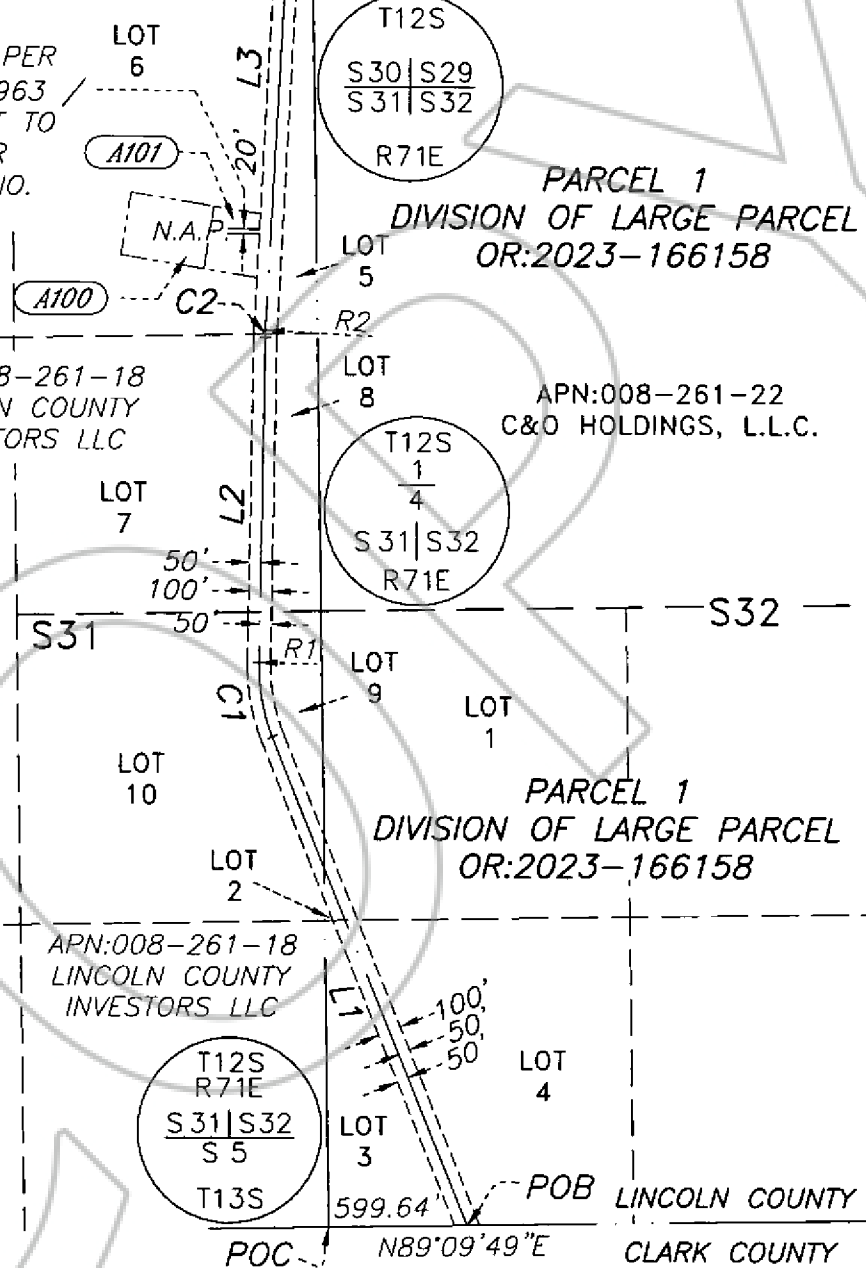


12/12/23

APN: 008-261-22
 OWNER: C&O HOLDINGS, L.L.C.
 NOTE: SEE PAGE 3 FOR LEGEND AND TABLES

MATCH LINE, SEE PAGE 2

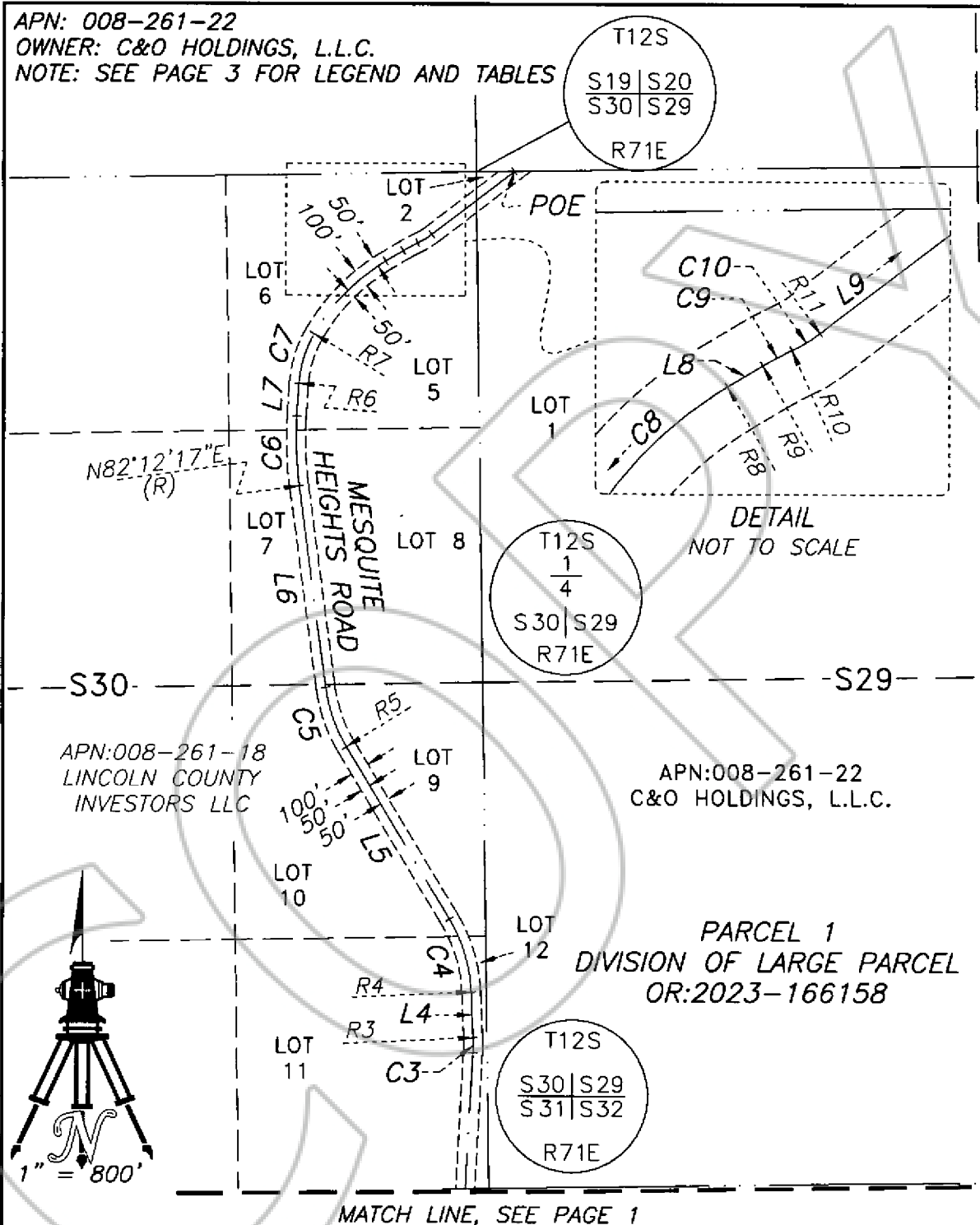
ACCESS AND UTILITY
 EASEMENT GRANTED PER
 DOC NO. 2019-155963
 WATERLINE EASEMENT TO
 VIRGIN VALLEY WATER
 DISTRICT PER DOC NO.
 2019-156302



WALLACE MORRIS KLINE
 SURVEYING, L.L.C.
 LAND SURVEY CONSULTING
 6525 W. WARM SPRINGS RD.
 #100, LAS VEGAS, NV 89118

EXHIBIT "B"
 LYING WITHIN SECTIONS 29, 30, 31, AND 32,
 TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M.,
 LINCOLN COUNTY, NEVADA
 PAGE 1 OF 3

APN: 008-261-22
 OWNER: C&O HOLDINGS, L.L.C.
 NOTE: SEE PAGE 3 FOR LEGEND AND TABLES



WALLACE MORRIS KLINE
 SURVEYING, LLC.
 LAND SURVEY CONSULTING

6525 W. WARM SPRINGS RD.
 #100, LAS VEGAS, NV 89118

EXHIBIT "B"

LYING WITHIN SECTIONS 29, 30, 31, AND 32,
 TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M.,
 LINCOLN COUNTY, NEVADA

LEGEND AND TABLES


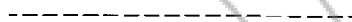

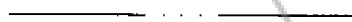
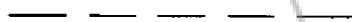
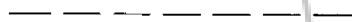
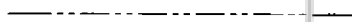

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	23°02'23"	800.00'	321.70'	163.05'
C2	02°07'20"	800.00'	29.63'	14.82'
C3	05°37'08"	800.00'	78.45'	39.26'
C4	28°53'30"	800.00'	403.40'	206.09'
C5	23°36'50"	800.00'	329.71'	167.23'
C6	11°21'50"	1817.13'	360.40'	180.80'
C7	25°48'30"	600.09'	270.30'	137.48'
C8	29°22'38"	1050.00'	538.37'	275.24'
C9	05°55'20"	836.81'	86.49'	43.29'
C10	12°30'50"	394.85'	86.24'	43.29'

ADJACENT PARCELS		
PARCEL	OWNER	APN
A100	VIRGIN VALLEY WATER DISTRICT	008-261-17
A101	VIRGIN VALLEY WATER DISTRICT	008-261-19

LINE	BEARING	DISTANCE
L1	N22°03'29"W	2263.59'
L2	N00°59'20"E	1382.27'
L3	N03°06'17"E	2159.76'
L4	N02°28'46"W	239.09'
L5	N31°24'14"W	1048.95'
L6	N07°46'36"W	1053.32'
L7	N03°34'01"E	168.30'
L8	N59°33'27"E	107.56'
L9	N53°02'30"E	543.49'

LEGEND

RADIAL	BEARING
R1	N89°01'06"W
R2	N86°53'20"W
R3	N87°29'09"E
R4	S87°29'16"W
R5	N58°35'27"E
R6	S85°35'55"E
R7	S59°47'25"E
R8	N30°24'47"W
R9	S30°30'34"E
R10	N24°35'14"W
R11	S37°06'04"E

	EASEMENTS CENTERLINE
	EASEMENT LINE
	LOT LINE
	SECTION LINE
	QUARTER SECTION LINE
	SIXTEENTH SECTION LINE
	ADJOINING LOT LINE
	MATCH LINE
N.A.P.	NOT A PART
LOT 4	GOVERNMENT LOT NUMBER
APN	ASSESSOR'S PARCEL NUMBER
(R)	RADIAL LINE
R1	RADIAL LINE SEGMENT
L1	LINE LABEL SEGMENT
C1	CURVE LABEL SEGMENT
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
POE	POINT OF ENDING
S20	SECTION NUMBER
OR	OFFICIAL RECORDS

WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING

6525 W. WARM SPRINGS RD.
#100, LAS VEGAS, NV 89118

EXHIBIT "B"

LYING WITHIN SECTIONS 29, 30, 31, AND 32,
TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M.,
LINCOLN COUNTY, NEVADA.