

EASEMENT

1 THIS INDENTURE, made this 20th day of November, 1989, by and between
2 Joseph Nebe, hereinafter referred to only as party of the first part, and DOUGLAS
3 COUNTY SEWER IMPROVEMENT DISTRICT NO. 1, municipal corporation, herein-
4 after referred to only as party of the second part,

WITNESSETH:

5
6 That for and in consideration of the sum of Five Hundred Dollars (\$500.00), cash
7 in hand paid, the receipt of which is hereby acknowledged, and other good and valuable
8 consideration, the party of the first part has this day bargained and sold and by these
9 presents does bargain and sell, transfer, and deliver unto party of the second part a
10 perpetual non-exclusive easement and right-of-way to construct, maintain, repair, re-
11 place and rebuild an underground pipeline, valves and appurtenances, for the purpose of
12 conveying treated sewage effluent over, across, through and under the lands hereinafter
13 described, together with the right to excavate and level ditches and/or trenches for the
14 location of said facilities; and the further right to remove trees, bushes, undergrowth and
15 any other obstructions interfering with the location, construction and maintenance of
16 said facilities provided second party has the obligation to replace any improvements
17 removed with out any interference with first party's use of said improvements.

18 Second party agrees to maintain and repair, at its expense, said underground
19 pipeline, valves and appurtenances. The second party shall hold first party harmless
20 from and against any and all real property taxes or other taxes assessed against any
21 improvements constructed by the second party upon the easement granted hereby.

22 Second party agrees to defend, indemnify, and hold first party harmless from and against
23 any claim or liability by third persons for personal injury, death, or property damages

1 arising out of or related to the improvements to be constructed by second party upon
2 the easement granted hereby or the activities of second party upon said easement.
3 Second party covenants and agrees that its activities upon the easement granted hereby
4 shall not interfere with or impair the activities and use by first party or their successors
5 in interest upon the adjoining real property and in the event of such interference or
6 impairment, second party shall pay to first party any damages caused by the same.

7 The easement granted hereby is non-exclusive, and first party retains the right to
8 use the real property covered hereby in any reasonable manner which does not interfere
9 with the uses of second party which are described above.

10 This instrument contains the entire agreement between the parties relating to the
11 rights herein granted and the obligations herein assumed. Any oral representations or
12 modifications concerning this instrument shall be of no force and effect except in a sub-
13 sequent modification in writing, signed by the party to be charged. In the event of any
14 controversy, claim or dispute relating to this instrument or the breach thereof, the pre-
15 vailing party shall be entitled to recover from the losing party reasonable expenses,
16 attorney's fees and costs. This instrument shall bind and inure to the benefit of the
17 respective heirs, personal representatives, successors and assigns of the parties hereto.

18 The land affected by the grant of this easement and right-of-way is located in the
19 County of Douglas, State of Nevada, and is more particularly described as follows, to-
20 wit:

21 **Legal Description**

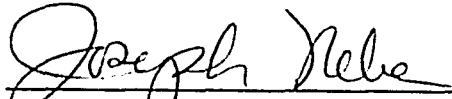
22 A right-of-way with the centerline along the existing roadway, namely
23 Stockyard Road, more fully described as follows:

1 From a point in the center of Section 19, in said Township 13 North,
2 Range 20 East, M.D.B. & M., about one and one-half highway miles from
3 Minden, where U. S. Highway 395 intersects the western terminus of
4 Stockyard Road; then five and one-half miles east across what is generally
5 the east-west centerline of sections 19, 20, 21, 22, 23, and 24,
6 and in accordance with the road easement for Stockyard Road described in Document
7 No. 205898 of the official records of Douglas County, Nevada.

8 Together with a temporary easement for construction purposes over
9 a strip of land 50 feet wide, 25 feet each side of the hereinabove described
10 centerline, which such temporary easement shall be automatically abandoned
11 upon completion of the construction of improvements described hereinabove
12 and in any event no later than 48 months from the date hereof.

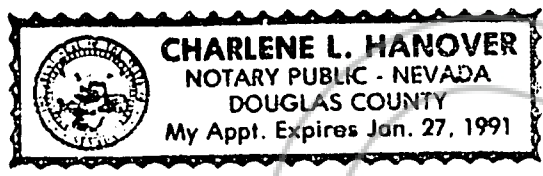
13 TO HAVE AND TO HOLD said easements and rights-of-way unto party of the
14 second part and unto its successors and assigns forever.

15 IN WITNESS WHEREOF, party of the first part has executed this instrument the
16 day and year first above written.

17 
18 JOSEPH NEBE
(Name)

1 STATE OF NEVADA)
2 :
3 COUNTY OF DOUGLAS)

4 On this 20th day of November, 1989, personally appeared before me, a
5 Notary Public, Joseph Nebe, who acknowledged to me that he/she
6 executed the foregoing document.



Charlene L. Hanover

NOTARY PUBLIC

(SEAL)

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

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