

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** HEATHER MACDONNELL

**Department:** PUBLIC WORKS

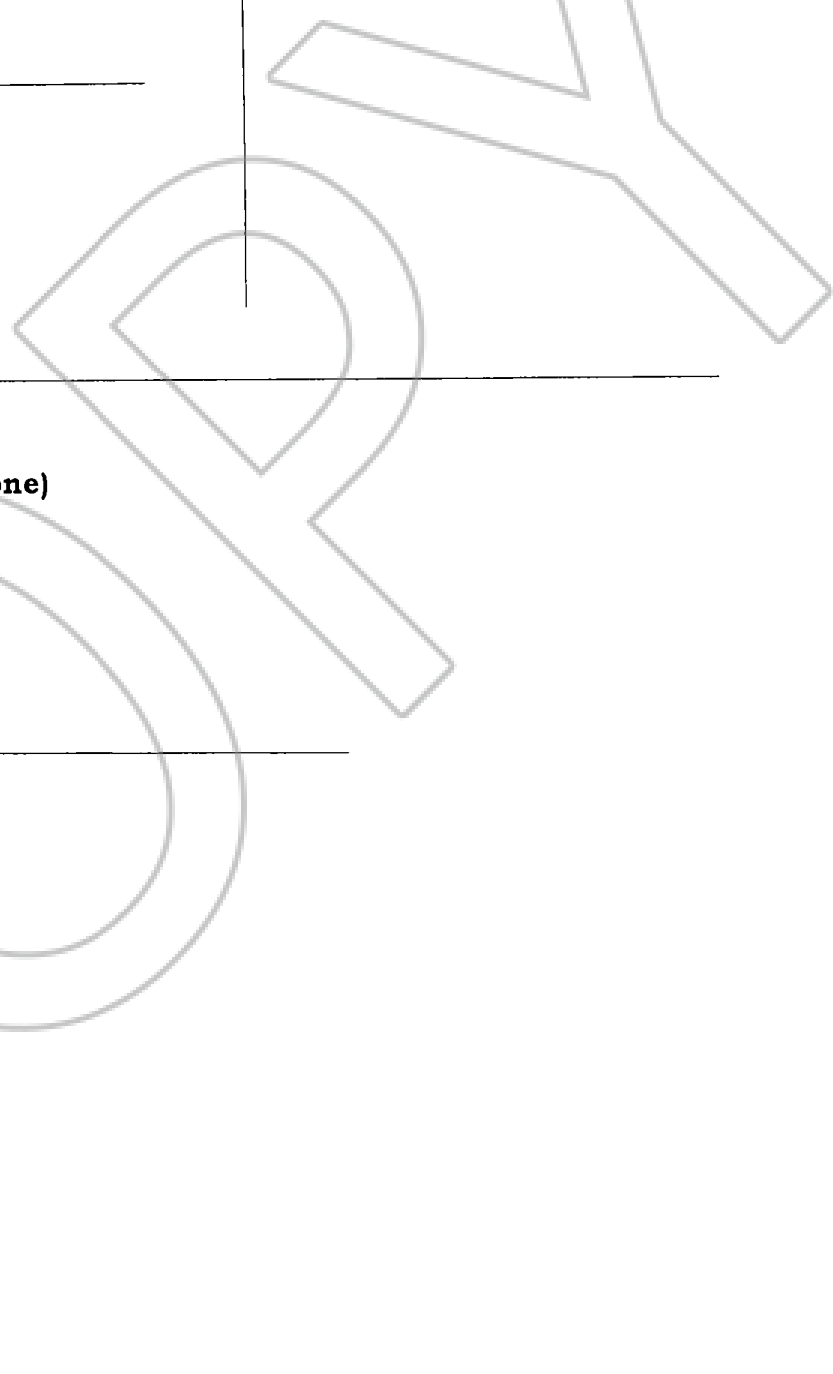


KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

**specify:** \_\_\_\_\_



FILED

NO. 2020-173

10-1-20  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY [Signature] DEPUTY

### WATER LINE EASEMENT AGREEMENT

THIS WATER LINE EASEMENT AGREEMENT ("Agreement") is made this 17 day of September in the year 2020, by and between Carol Nan Mehrtens, Trustee of the Carol Nan Mehrtens Trust Dated October 11, 1994 as to 52% interest, Carol Nan Mehrtens, Trustee of the Wayne L. Prim Jr. 2003 Irrevocable Trust Dated June 27, 2003 as to 24% interest and Carol Nan Mehrtens, Trustee of the Andrea L. Prim 2003 Irrevocable Trust Dated June 27, 2003 as to 24% interest, ("Grantor"), and the County of Douglas, State of Nevada, ("Grantee").

#### **RECITALS**

WHEREAS, Grantor is the owner of certain real property located at 35 Mehrtens Road and legally described in **Exhibit A**, attached hereto **and** incorporated herein (the "Grantor's Property");

WHEREAS, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of certain facilities for the provision of water, including water liens, water mains, pipes, service lines, tees, joints and appurtenances, as well as a non-exclusive perpetual easement for ingress and egress across Grantor's Property in order to access **and** use the Easement Area (as defined herein) as provided herein; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### Agreement

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated fully herein by this reference.

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be conferred on Grantor's Property, Grantor, and for and on behalf of his, her, its or their heirs, administrators, executors, successors and assigns and for and on behalf of anyone claiming by, through or under Grantor, hereby grants unto the Grantee and his, her, its or their heirs, administrators, executors, successors and assigns, a non-exclusive, perpetual easement in, on, over, upon, across, under and through the following described property (the "Easement Area"): See **Exhibit B**, attached hereto and incorporated herein.

3. Purpose of Easement. The rights, benefits, privileges, and easements granted herein are for the purpose of the installation, use, replacement, reconstruction, maintenance and repair, and the non-exclusive use and enjoyment of, an underground water line and all appurtenant facilities to transport water together with the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental thereto, and together with all rights, members and appurtenances to said easement and right of way in any way appertaining or belonging. The easements granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress over the Easement Area.

4. Compliance with Laws. In exercising the easement rights, Grantee shall secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to such use and shall keep the Easement Area free from liens arising in any manner out of the Grantee's activities.

5. Erection of Structures Prohibited. The Grantee shall not erect any structure, improvement, building or fence over or within the Easement Area without obtaining the prior written approval of the Grantor, which may be granted or withheld in Grantor's sole discretion. Furthermore, Grantee covenants that it shall bury all water supply lines and service lines (but not those surface appurtenances, including valve stems, signs, and other facilities as are reasonably necessary for operation of the supply lines) located within the Easement Area so that such lines will not create a nuisance; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof.

6. Property to be Restored. Upon completion of any construction, reconstruction, repair, or maintenance of any improvements in the Easement Area, the Grantee shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before any such construction, reconstruction, repair or maintenance. If the Grantee is required to remove any fencing from the Easement Area in exercising its rights under this Easement, Grantee shall erect such temporary fencing as necessary and proper for safety purposes and at the termination of its activities pursuant to this Easement, Grantee shall replace the temporary fencing with permanent fencing of like kind and quality as the fencing existing prior to its removal by Grantee, all at the cost of Grantee.

7. Reservation of Rights. Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the Easement Area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the water line and facilities.

8. Easement to Run With the Land. The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's Property of which the Easement Area is a part.

9. Indemnification. Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor from and against all claims, losses, damages, costs (including attorneys' fees) personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Easement Area, except to the extent of negligence or reckless misconduct of the Grantor. The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Grantor which may result under this Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein. Grantee acknowledges that, by entering into this Agreement, Grantee waives sovereign immunity with respect to any conduct in furtherance of this Agreement including, without limitation, actions or omissions which may be covered by *Nevada Revised Statutes Sec. 41.032*.

10. Injunctive Relief. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Nevada. Venue for all disputes shall be properly placed in Washoe County, Nevada.

12. Rules of Interpretation. Words and phrases included herein, including acknowledgement hereof, shall be construed as in a singular or plural number, and as masculine or feminine gender according to the context. The terms "Grantor" or "Grantee" shall mean and include their respective successors or assigns.

13. Modification. This easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

14. Entire Agreement. This easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this easement.

IN WITNESS WHEREOF, the parties has signed, sealed and delivered this instrument day and year first set forth above.

Signature Page Follows

GRANTOR:

CAROL NAN MEHRTENS TRUST DATED

October 11, 1994

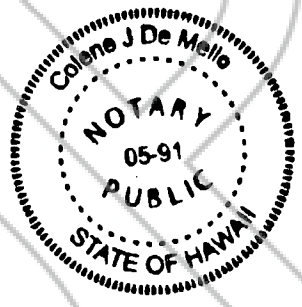
Carol Nan Mehtens  
SIGNATURE

Carol Nan Mehtens  
Trustee

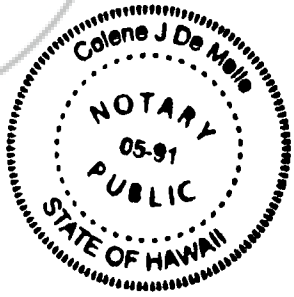
STATE OF Hawaii  
COUNTY OF Hawaii

This instrument was acknowledged before me on May 12 20 20 by Carol Nan Mehtens as  
Trustee of the Carol Nan Mehtens Trust DATED  
October 11, 1994.

Colene J. De Mello  
Signature of Notarial Officer  
Colene J. De Mello  
My Commission Expires 02/30/2021  
Notary Seal Area



NOTARY CERTIFICATION  
Doc. Date: Undated # Pages: 11  
Name: Colene J. DeMello Third Circuit  
Doc. Description: Water Line  
Easement Agreement  
Colene J. De Mello 5/12/2020  
Notary Signature Date



WAYNE L. PRIM JR. 2003 IRREVOCABLE TRUST

Carol Nan Mehrstens  
SIGNATURE

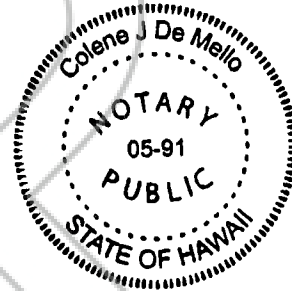
Carol Nan Mehrstens  
Trustee

STATE OF Hawaii )  
COUNTY OF Hawaii ) ss.

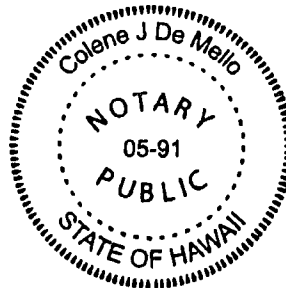
This instrument was acknowledged before me on July 8, 20 20 by Carol Nan Mehrstens as Trustee of the Wayne L. Prim Jr. 2003 Irrevocable Trust.

Ch. J. DeMello  
Signature of Notarial Officer

Colene J. De Mello  
My Commission Expires 02/20/2021  
Notary Seal Area



NOTARY CERTIFICATION  
Doc. Date: undated // Pages: 11  
Name: Colene J. DeMello Third Circuit  
Doc. Description: Wayne L. Prim Jr. 2003 Irrevocable Trust  
Water lease easement agreement  
Ch. J. DeMello 7/8/2020  
Notary Signature Date



ANDREA L. PRIM 2003 IRREVOCABLE TRUST

Carol Nan Mehrstens  
SIGNATURE

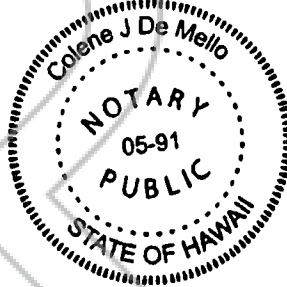
Carol Nan Mehrstens  
Trustee

STATE OF Hawaii  
COUNTY OF Hawaii ) ss.

This instrument was acknowledged before me on July 8, 20 20 by Carol Nan Mehrstens as Trustee of the Andrea L. Prim 2003 Irrevocable Trust.

Colene J. De Mello  
Signature of Notarial Officer

Notary Seal Area Colene J. De Mello  
My Commission Expires 02/08/2021



NOTARY CERTIFICATION

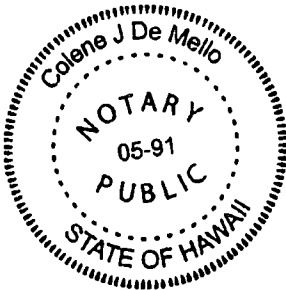
Doc. Date: Undated # Pages: 11

Name: Colene J. DeMello Third Circuit

Doc. Description: Andrea L Prim 2003

Irrevocable Trust  
water line easement agreement

Colene J. De Mello 7/8/2020  
Notary Signature Date



Grantee: County of Douglas, State of Nevada

By: William B. Penzel

Its: William B. Penzel, chairman  
Douglas County Board of County Commissioners

STATE OF Nevada

COUNTY OF carson city

This instrument was acknowledged before me on 9/29/20

by William B. Penzel

Natalie Wood

Notary Public

Printed Name: Natalie Wood

My Commission Expires: 01/03/2021

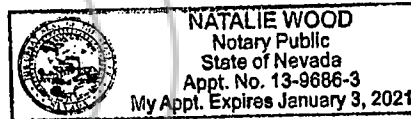




EXHIBIT A

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

That portion of the Southwest quarter of Section 34, Township 14 North, Range 18 East, M.D.B. & M., in the County of Douglas, State of Nevada, that is particularly described as follows:

COMMENCING at the South quarter Section corner of said Section 34; thence North  $23^{\circ}05'20''$  West (recorded as North  $23^{\circ}05'07''$  West, a distance of 595.03 feet), a distance of 594.93 feet, to a point on the Westerly right-of-way line of U. S. Highway 50, at the Northeasterly corner of the property conveyed to Ellen Eccles Harrison by deed recorded September 1, 1960 in Book 3 of Official Records at Page 499, Douglas County, Nevada Records, the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING North  $89^{\circ}56'12''$  West along the North line of said Harrison property, a distance of 171.80 feet; thence North  $00^{\circ}03'48''$  East, a distance 107.79 feet to a point in the centerline of a 20.0 foot wide roadway right-of-way as described in Book 9 of Official Records at Pages 224 and 226, Douglas County, Nevada Records; thence South  $89^{\circ}56'12''$  East along said right-of-way centerline, a distance of 150.00 feet to a point in the Westerly right-of-way line of U. S. Highway 50; thence South  $11^{\circ}22'15''$  East along said Westerly right-of-way line, a distance of 109.97 feet to the TRUE POINT OF BEGINNING.

Assessor's Parcel No. 03-210-06

PTN SEC 34, T14N, R18E MDBAM

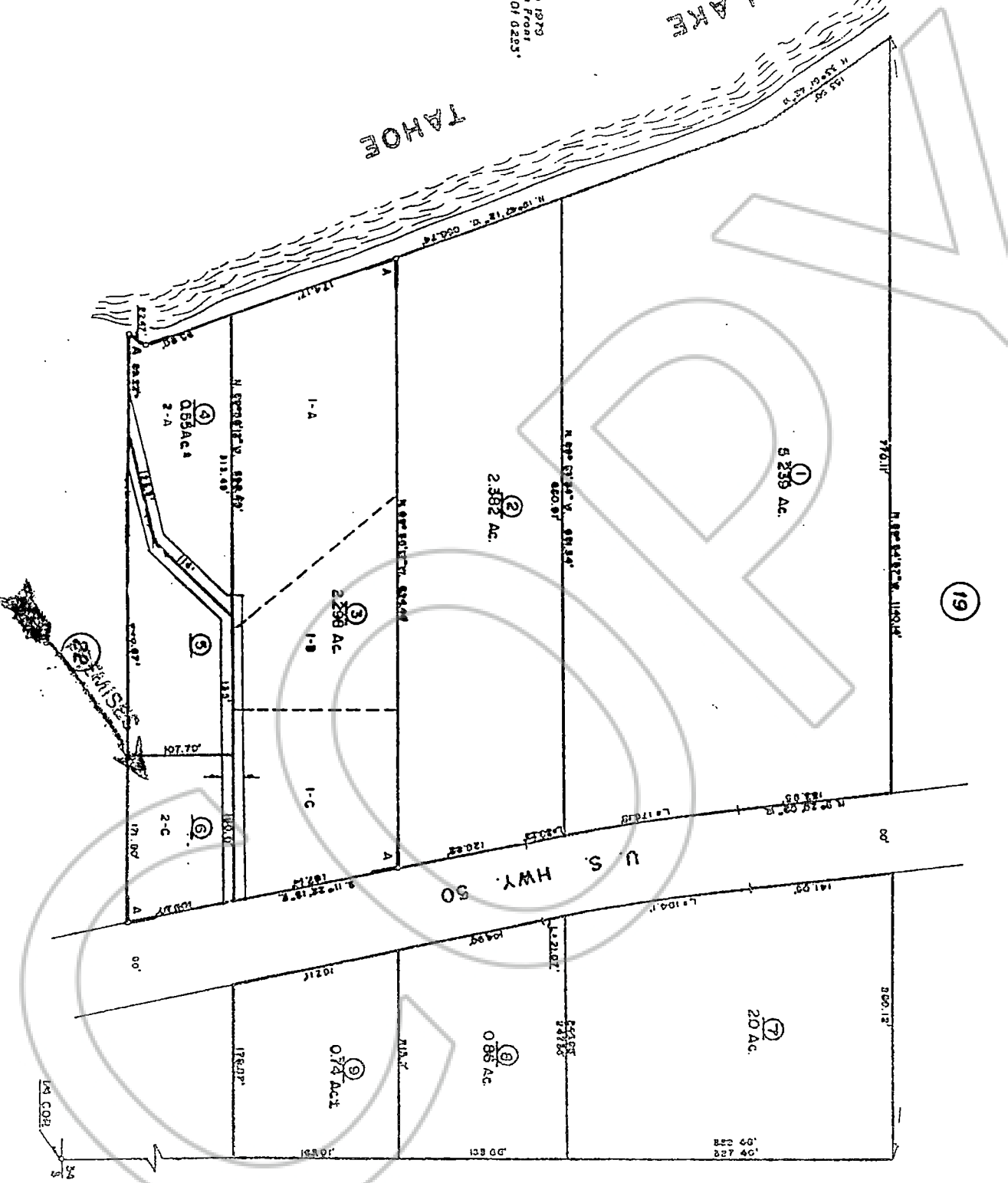
TRM 64-110

03-21

LAKES

TAHOE

21555 AS AMENDED IN 1979  
FOR EXTENSION OF DEED FROM  
THEY LINES TO THE LEVEL OF 0225'



DESCRIPTION

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Parcel 3 per that Grant, Bargain and Deed, filed for record on April 17, 2015 as Document Number 2015-860520, per the Official Records of Douglas County, Nevada more particularly described as follows:

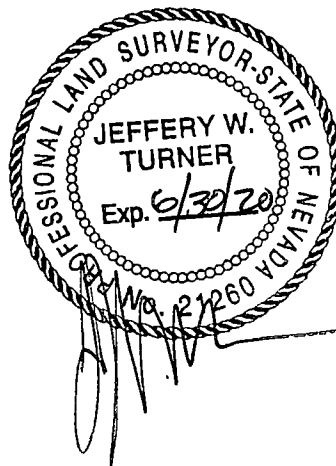
Beginning at a Point along the West line of a 15 foot strip per that Water Line Easement Deed, filed for record on July 17, 1996 in Book 796 at Page 2702, said Point bears North 89°56'12" West 15.30 feet and South 11°22'15" East 45.15 feet from the Northeast corner of said Parcel 3 per Document Number 2015-860520,

thence along said West line of a 15' strip per Book 796 at Page 2702 South 11°22'15" East 10.00 feet;  
thence leaving said West line of a 15' strip per Book 796 at Page 2702 South 78°37'45" West 9.08 feet;  
thence North 11°22'15" West 10.00 feet;  
thence North 78°37'45" East 9.08 feet to the Point of Beginning.

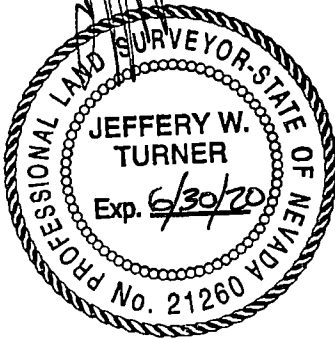
Containing 91 Square Feet, more or less.

The Basis of Bearing for this description is that Parcel 3 described in that Grant, Bargain and Deed, Document Number 2015-860520

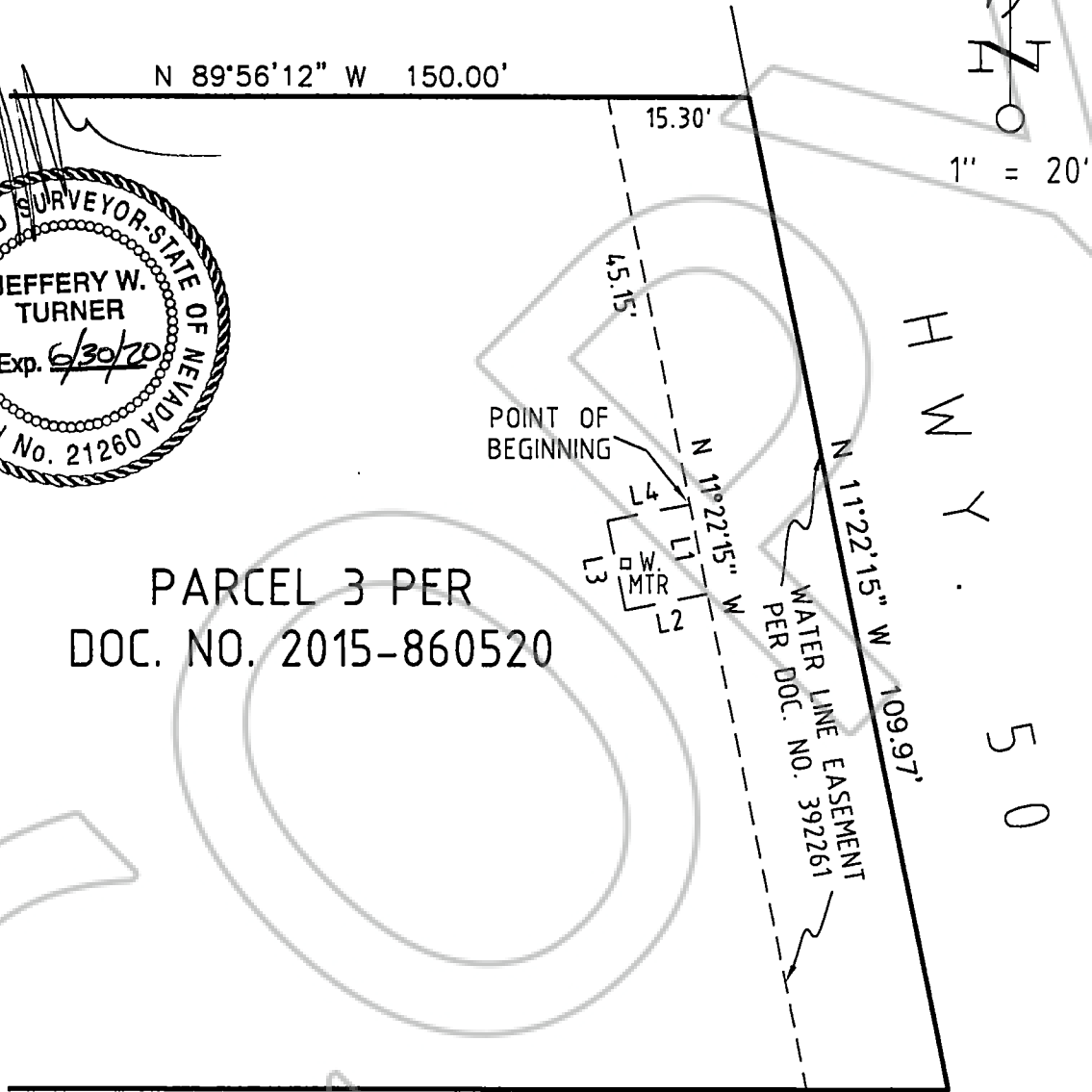
Prepared by: Turner & Associates, Inc.  
Land Surveying  
P.O. Box 5067  
Stateline, NV 89449



DATE 7/2019 JOB No. 18282  
 PROJECT EASEMENT EXHIBIT  
 BY SW PAGE 1 OF 1  
 35 MEHRTENS RD., DOUGLAS CO., NV  
 A.P.N. 1418-34-401-006



PARCEL 3 PER  
 DOC. NO. 2015-860520



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 11°22'15" W	10.00'
L2	N 78°37'45" E	9.08'
L3	N 11°22'15" W	10.00'
L4	N 78°37'45" E	9.08'

**TA** **TURNER & ASSOCIATES, INC.**  
 LAND SURVEYING  
 (775) 588-5658  
 308 DORLA COURT, SUITE 203  
 ROUND HILL, NEVADA  
 P.O. BOX 5067 - STATELINE, NEVADA 89449  
 PROJECT FILE 18282

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk/Treasurer's Office on this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_ Deputy