

APN: 1420-06-702-004; 1420-06-702-001

**Recording Requested by and
When Recorded Mail To:**

Douglas County, Nevada
ATTN: Public Works Director
Post Office Box 218
Minden, Nevada 89423

The undersigned hereby affirm(s) that this document,
including any exhibits, submitted for recording does
not contain the social security number of any person(s).

EASEMENT FOR PUBLIC RIGHT OF WAY

CONSOLIDATED PARTNERS, LLC, a Nevada limited liability company (“Grantor”) hereby dedicates and conveys, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to **Douglas County, Nevada, a political subdivision of the State of Nevada** (“Grantee”), its successors-in-interest and assigns forever, a perpetual, irrevocable easement and right-of-way for the construction, operation, maintenance, repair, alteration, inspection, use, and replacement of a public street or highway (improvements may include, without limitation, grades, regrades, gravel, oiling, surfacing, macadamizing, paving, crosswalks, driveway inlets, curb cuts, curbs, sidewalks, gutters, valley gutters, catch basins, culverts, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, artificial lights and lighting equipment, grade separators, traffic separators, traffic-control equipment, off-street parking facilities and structures, parkways, canals and other water type streets, or any combination thereof) (collectively, the “Facilities”), in upon, over, under, across and through certain real property situated in Douglas County, Nevada, as more particularly described herein, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incidental thereto.

Grantor owns two parcels of real property in Douglas County, Nevada, located in the SE ¼ of Section 6, Township 14 N, Range 20E, M.D.M, which is commonly known by Douglas County Assessor’s Parcel Number 1420-06-702-004; 1420-06-702-001 (collectively the “Parcels”). The Easement Area is located upon the Parcels. More specifically, the “Easement Area” is limited to and more particularly described and depicted in Exhibit A and Exhibit B, attached hereto, and made a part hereof.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grant of Easement. Grantor hereby grants, dedicates and conveys unto Grantee an exclusive, permanent and irrevocable easement for a public right of way including the construction, operation, maintenance, repair, alteration, inspection, use, and replacement of the Facilities for the benefit of the citizens, over, under and across the land embraced within the Easement Area situated on the Parcels.

2. Right of Access. Grantee shall have ingress and egress to the above-described Easement Area for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing, adding to and operating the Facilities.
3. Condition of Easement. The easement is granted in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS, and Grantor has not agreed to undertake any improvements or other work to make the Easement Area suitable for Grantee's intended use, except as may be otherwise expressly provided herein.
4. Activity within Right of Way. Grantee shall have unlimited access over under across and through the Easement Area for the purposes set forth herein.
5. Grantor's use of Easement Area. Except to the extent that Grantor may access the Easement Area a manner consistent with the general public's right to access, Grantor shall be entirely excluded from the Easement Area and shall have no right to access, whether above or below ground, the Easement Area. Included without limitation in this restriction are the following: Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity within the easement area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.
6. Liens. Grantee shall not permit any claim, lien or other encumbrance arising from the construction, operation, adding to, modifying, maintaining and removal of the Facilities or Grantee's use of the Easement to accrue against or attach to the Property or the interest of Grantor in the Parcels.
7. Notice. Any communication, notice or demand of any kind whatsoever that either party may be required or may desire to give to or serve upon the other shall be in writing, addressed to the Party at the address set forth below.
 - a. If to Grantor, then to the name and address on file with the Douglas County Assessor's Office for the Parcels at the time of noticing. In the event that any Parcel is modified, divided or re-identified in the future, then to the corresponding name and address for any parcel upon which the Easement Area described and depicted in Exhibits A and B and is located.
 - b. If to Grantees:
Douglas County Nevada
Attn: Public Works Director
P.O. Box 218
Minden, Nevada 89423
8. Successors and Assigns. The terms, covenants and conditions of this Easement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

9. Applicable Law. This Easement, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted and regulated under the laws of Nevada, without regard to principles of conflict of laws. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibits A and B.
10. Venue. Jurisdiction. The parties agree that any legal action or other proceeding relating to this Easement which may be brought by one party against the other party in a court of law shall be commenced and prosecuted in the courts of the State of Nevada, County of Douglas, and each party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim.
11. Prior Agreements. Notwithstanding anything to the contrary contained in this indenture, this indenture is not intended to, and indeed does not, amend any prior agreements with respect to the Facilities.
12. Authority. The person or persons executing this instrument on behalf of Grantors and Grantee each hereby represent that they have the authority to bind Grantors or Grantee, respectively, to the terms and conditions set forth herein.
13. Counterparts. The parties may execute this Agreement in any number of counterparts, each of which constituting an original, and when combined they will constitute one agreement that will be binding on all of the Parties.

THIS GRANT & DEDICATION OF EASEMENT FOR PUBLIC RIGHT OF WAY and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor,

TO HAVE AND TO HOLD unto Grantee, all and singular the said premises, granted together with the appurtenances, its successors, agents and assigns forever.

IN WITNESS WHEREOF, the Parties have each caused these presents duly to be executed the day and year first above written.


[signature pages follow]

IN WITNESS WHEREOF, the Parties have each caused these presents duly to be executed the day and year first above written.

GRANTOR:

CONSOLIDATED PARTNERS, LLC, a Nevada limited liability company


By: Charles P Bluth, Manager

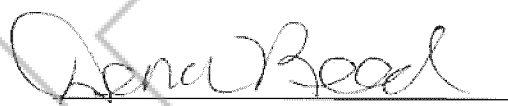


Charles P. Bluth, Manager

STATE OF NV }
COUNTY OF Douglas } ss


This instrument was acknowledged before me on this 2nd day of Feb, 2023, by **Charles P. Bluth, Manager, of CONSOLIDATED PARTNERS, LLC, a Nevada limited liability company.**

 **DENA REED**
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 03-80676-5 - Expires March 14, 2023



Notary Public (sign & seal)

And by: Steven Daniel Pokrajac, Manager



Steven Daniel Pokrajac, Manager

STATE OF Nevada }
COUNTY OF Carson City } ss

This instrument was acknowledged before me on this 7th day of February, 2023, by **Steven Daniel Pokrajac, Manager, of CONSOLIDATED PARTNERS, LLC, a Nevada LLC.**

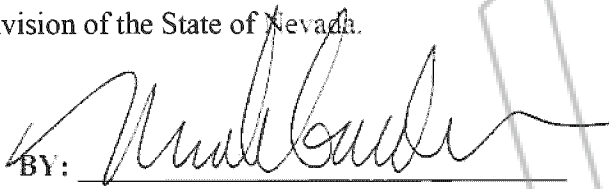
 **KRIS THORSON**
Notary Public - State of Nevada
Appointment Recorded in Carson City
No: 22-7979-03 - Expires January 17, 2025



Notary Public (sign & seal)

GRANTEE:

Douglas County, Nevada, a political subdivision of the State of Nevada.

BY: 

**Mark Gardner, Chair
Board of County Commissioners**



EXHIBIT A

0110-119
08/01/2022
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DESCRIPTION
80' RIGHT-OF-WAY
(Over A.P.N. 1420-06-702-001 & 1420-06-702-004)

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

A strip of land for right-of-way purposes located within a portion of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the southwest corner of A.P.N. 1420-06-702-004 as shown on the Record of Survey for Douglas County filed for record April 10, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 489613;

thence North 89°41'22" East, 344.94 feet to the **POINT OF BEGINNING**;

thence leaving southerly line of said A.P.N. 1420-06-702-004, North 00°16'50" East, 6.26 feet to the beginning of a curve,

thence along the arc of a curve turning to the left through a central angle of 47°15'55" having a radius of 210.00 feet, with an arc length of 173.24 and whose long chord bears North 23°21'08" West, 168.37 feet;

thence North 46°59'05" West, 141.49 feet to the beginning of a curve,

thence along the arc of a curve turning to the right through a central angle of 47°15'40", having a radius of 540.00 feet, with an arc length of 445.43 feet, and whose long chord bears North 23°21'15" West, 432.90 feet;

thence North 00°16'35" East, 665.56 feet to the northwest corner of A.P.N. 1420-06-702-001;

thence along the northerly line of said A.P.N. 1420-06-702-001, North 89°33'02" East, 80.01 feet;

thence leaving said northerly line of said A.P.N. 1420-06-702-001, South 00°16'35" West, 666.58 feet to the beginning of a curve,

thence along the arc of a curve turning to the left through a central angle of 47°15'40", having a radius of 460.00 feet, with an arc length of 379.44, and whose long chord bears South 23°21'15" East, 368.77 feet;

thence, South 46°59'05" East, 141.49 feet to the beginning of a curve,

thence along the arc of a curve turning to the right through a central angle of 47°15'55", having a radius of 290.00 feet, with an arc length of 239.23, and whose long chord bears South 23°21'08" East, 232.51 feet;

thence South 00°16'50" West, 5.44 feet to a point the southerly line of said A.P.N. 1420-06-702-004;

thence along said southerly line of said A.P.N. 13-031-14, South 89°41'22" West, 80.00 feet to the **POINT OF BEGINNING**, containing 2.63 acres, more or less.

EXHIBIT A- Continued

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08/01/2022
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The Basis of Bearing of this description is identical to the Record of Survey for Douglas County filed for record April 10, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 489613

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Andrew R. Lindsay, P.L.S. 15441
P.O. Box 2229
Minden, Nevada 89423

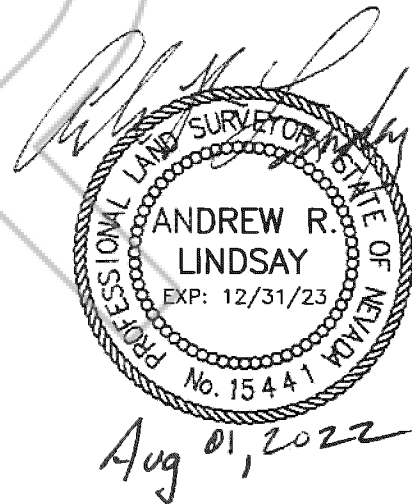
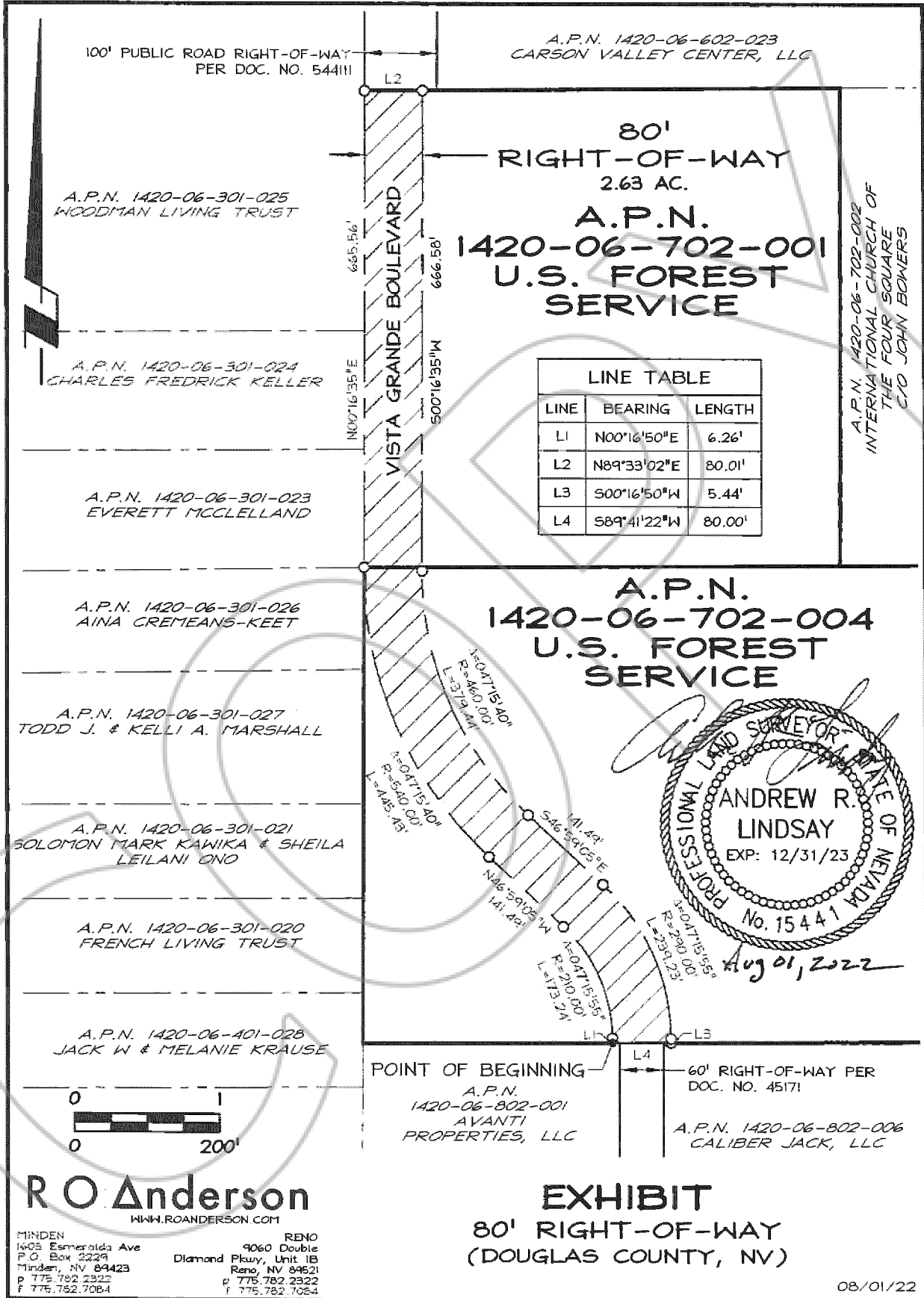


EXHIBIT A- Continued



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