

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).

PERMANENT WATER PIPELINE EASEMENT

CONSOLIDATED PARTNERS, LLC, a Nevada limited liability company (“Grantor”) hereby 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 easement and right-of-way for the construction, operation, maintenance, repair, alteration, inspection and replacement of a water pipeline and related above- and underground infrastructure, in upon, over, under, across and through certain real property situated in Douglas County, Nevada, 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 to be 13,224 square feet, more or less, in area, as shown on Exhibit A and Exhibit B, attached hereto, and made a part hereof. The related infrastructure includes at least one above-ground fire hydrant within the easement area and may include other above-ground infrastructure related to the use and maintenance of a water pipeline. Together, the water line and related infrastructure (including above-ground infrastructure) shall constitute the “Facilities.”

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

1. Grant of Easement. Grantor hereby grants unto Grantee an exclusive, permanent and irrevocable easement for underground water pipelines and related water facilities and infrastructure for the benefit of the citizens, over, under and across the land embraced within an easement 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. Obstructions. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the altering, maintaining, inspecting, repairing, reconstructing and operating of said utility Facilities. Further, Grantee shall have the right to cut down or trim all trees within and adjacent to said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing, adding to and operating of said Facilities.
5. Grantor's use of Easement Area. 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. Any such improvements or buildings shall be subject to Paragraph 5, above.
6. Damage to Property. Grantee is responsible for any and all damages to personal or real property, or injuries or death to persons, and related claims and actions, caused by Grantee in altering, maintaining, inspecting, repairing, reconstructing and operating the Facilities.
7. 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.
8. 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 is located.

b. If to Grantees:

Douglas County Nevada
Attn: Public Works Director
P.O. Box 218
Minden, Nevada 89423

9. Miscellaneous.

- a. Successors and Assigns. The terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- b. Applicable Law. This Agreement, 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.
- c. Venue, Jurisdiction. The parties agree that any legal action or other proceeding relating to this Agreement 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.
- d. 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.
- e. 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.
- f. 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 OF EASEMENT 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.

GRANTOR:

CONSOLIDATED PARTNERS, LLC, a Nevada limited liability company

By: Charles P Bluth, Manager



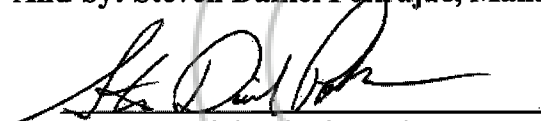
Charles P. Bluth, Manager

STATE OF NV }
COUNTY OF Douglas } ss

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


Notary Public (sign & seal)


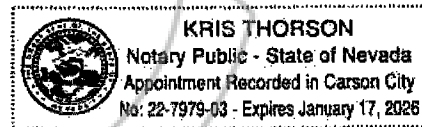
And by: Steven Daniel Pokrajac, Manager



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.**


Notary Public (sign & seal)

GRANTEE:

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

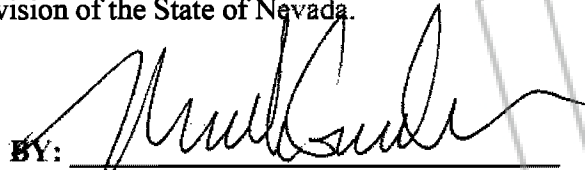
BY: 
Mark Gardner, Chair
Board of County Commissioners



Exhibit "A"

20' WATERLINE AND ACCESS EASEMENT

All that certain real property situate within a portion of the Southeast ¼ of Section 6, Township 14 North, Range 20 East, M.D.M., Douglas County, Nevada, further described as a portion of APN 13-031-14 and APN 13-031-18, more particularly described as follows:

A 20 foot strip of land, 10 feet on each side of the following described centerline:

COMMENCING at the Center ¼ Corner of said Section 6;

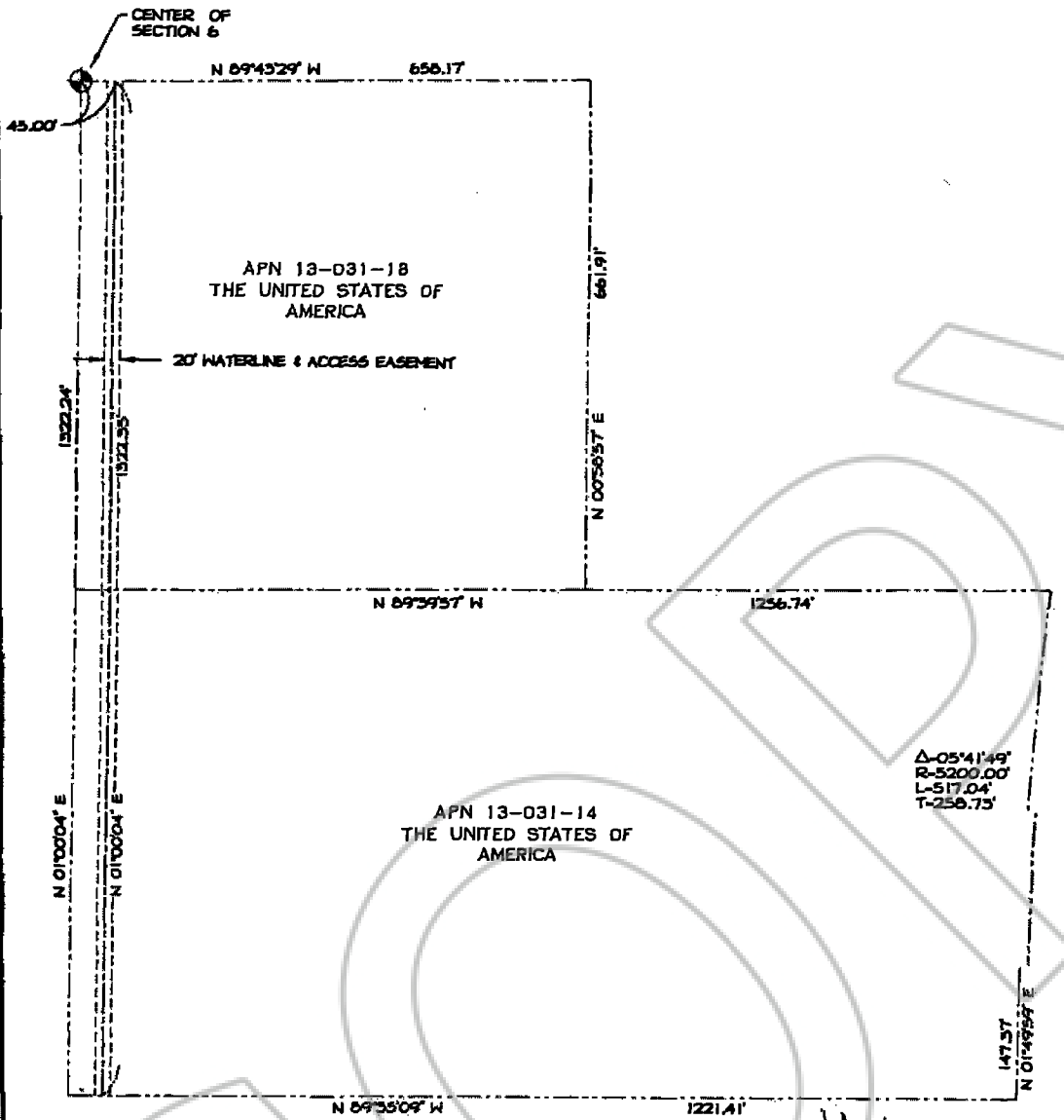
THENCE S 89°43'29" E, a distance of 45.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE S 01°00'04" W, a distance of 1,322.35 feet to the **POINT OF ENDING**;

The side lines of said 20' WATERLINE AND ACCESS EASEMENT are to be extended or shortened to terminate at the northerly and southerly boundary lines of said APN 13-031-14 and APN 13-031-18.

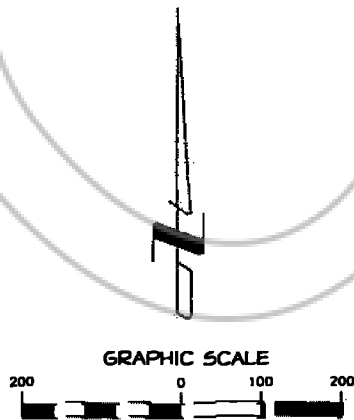
CONTAINING 13,224 square feet, more or less.

EXHIBIT B




North Douglas County Water System Improvement Project
 Special Use Permit
 Douglas County
 Exhibit "A"

REFERENCE IS HEREBY MADE TO THAT CERTAIN
 RECORD OF SURVEY FOR DOUGLAS COUNTY, NEVADA,
 DOCUMENT NO. 489613.
 ROTATE THIS MAP 00°43'29" COUNTER CLOCKWISE TO
 REFERENCE DOCUMENT.



**MAP to ACCOMPANY
 DEDICATION of
 WATER LINE & ACCESS EASEMENT**

Prepared By:


CAPITAL ENGINEERING
 P.O. Box 3750
 Carson City, NV 89702
 (775) 882-6630

Waterline Easement
 Vista Grande