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APN# 1200.14.010



SHAWNYNE GARREN, RECORDER

Recording Requested by/Mail to:

Name: Denise Beronio, President
Pine View Estates, HOA
Address: 271 Walker St

City/State/Zip: Gardnerville NV 89410

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Easement Agreement

Title of Document (required)

Please complete the Affirmation Statement below:

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380 (1)(A) & NRS 40.525 (5) Military Discharge – NRS 419.020 (2)
 Other NRS _____ (state specific law)

-OR-

I the undersigned hereby affirm the attached document, including any exhibits, hereby submitted
for recording does NOT contain the personal information of any person(s). (Per NRS 239B.030)

Signature

Denise K. Beronio

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

**AGREEMENT BETWEEN CORLEY RANCHES, LLC AND THE PINE
VIEW ESTATES HOME OWNERS ASSOCIATION REGARDING
WASTEWATER PIPELINE EASEMENT**

This “**Agreement**” is entered into this 1st day of March 2024 by and between Corley Ranches, a Nevada Limited Liability Company (“CORLEY”) and the Pine View Estates Home Owners Association, a Nevada Nonprofit Corporation (the “HOA”), either of whom may be referred to as a “Party” or both of whom may be collectively referred to as the “Parties.”

RECITALS

WHEREAS, Pine View Estates is a subdivision located on a 62.76-acre parcel of real property located in Douglas County, Nevada, southeast of Gardnerville within the NE 1/4, NE 1/4 of Section 5, T.11N., R.21E (“Pine View Estates”),

WHEREAS, CORLEY has ranching and other operations in Gardnerville, Douglas County, Nevada and operates on land therein, including parcels identified by Douglas County as APN 1220-14-009 and APN 1220-14-010 and hereinafter identified as “CORLEY LAND,”

WHEREAS, a now defunct developer, PTP, Inc., subdivided Pine View Estates into 219 lots for single family homes,

WHEREAS, the HOA is the successor to PTP and enforces the Covenants, Conditions & Restrictions that run with Pine View Estates and collects monthly fees from the home/lot owners at Pine View Estates for water, sewer, street maintenance, landscaping, general repairs, administrative costs and miscellaneous expenses,

WHEREAS, the “Existing Wastewater Disposal System” at Pine View Estates has not been functioning properly for approximately two decades, threatens area groundwater and has been subject to numerous enforcement actions by the U.S. Environmental Protection Agency (“EPA”), and ultimately, following an administrative appeal hearing in June of 2016, the EPA issued an administrative compliance order to various parties, including the HOA, to cease operation and repair or replace the Existing Wastewater Disposal System,

WHEREAS, following an appeal of the EPA’s administrative compliance order to the U.S. District Court in Reno, the HOA assumed full responsibility for the Existing Wastewater Disposal System and reached an agreement with the EPA whereby the HOA was allowed to continue to utilize the Existing Wastewater Disposal System pending replacement or repair of that system,

WHEREAS, the agreed upon deadline for replacement or repair of the Existing Wastewater Disposal System was February of 2022, but the EPA has extended the HOA's deadline,

WHEREAS, the HOA applied for a loan-grant package from the U.S. Department of Agriculture - Rural Development ("USDA") to replace the Existing Wastewater Disposal System, and engineers retained by the HOA, in consultation with USDA, determined that the appropriate course of action is replacement of the Existing Wastewater Disposal System by a pipeline connecting Pine View Estates to the Minden Gardnerville Sanitation District ("MGSD") collection system and treatment works (the "Pipeline Project"),

WHEREAS, the HOA's loan-grant application has been approved by USDA and the HOA is authorized to expend funds for acquisition of rights-of-way and easements for the Pipeline Project,

WHEREAS, MGSD has formally indicated its willingness to accept wastewater from the HOA and has applied for and will receive a principal forgiveness loan from the Nevada State Revolving Loan Fund to be used exclusively for the design, construction and installation of the Pipeline Project,

WHEREAS, MGSD and the HOA entered into a Contract for Providing Sewer Service on July 5, 2022 ("HOA-MGSD Agreement") wherein MGSD agrees to provide sewer service to Pine View Estates and allow the HOA to connect to MGSD's collection system and treatment works by way of the Pipeline Project,

WHEREAS, the plan for the Pipeline Project is to bury a pipeline four to six feet below ground for a length of approximately six miles from Pine View Estates to MGSD in previously disturbed land in the existing NDOT right-of-way along U.S. 395 North, in an easement on CORLEY LAND and in previously disturbed land in the existing Douglas County right-of-way for Pine Nut Court,

WHEREAS, the wastewater pipeline will leave the NDOT right-of-way and enter CORLEY LAND in the vicinity of and within 100 feet of the intersection of the south property boundary of the Washoe Tribe of Nevada and California ("Tribe") and CORLEY LAND, where the lands of CORLEY and the Tribe abut U.S. 395 North,

WHEREAS, the wastewater pipeline will continue northward roughly adjacent to the boundary of CORLEY LAND and the land of the Tribe and exit CORLEY LAND near the intersection of the northeast property boundary of the Tribe and the northwest property boundary of CORLEY LAND, where they abut the Pine Nut Court right-of-way, as shown on sheet 2 of 4

of Document # 2018-920114 recorded in the Office of the Douglas County Recorder on September 27, 2018,

WHEREAS, the necessary easement on CORLEY LAND for the Pipeline Project is 20 feet wide and consists of approximately 91,472 square feet (“Pipeline Easement”),

WHEREAS, as a condition of approving the HOA’s loan-grant application, USDA will require that the Pipeline Project be monitored and inspected as would be any public utility project constructed with federal funds,

WHEREAS, initially, effluent from Pine View Estates will be pumped uphill in a four-inch pipe, but at the crest of the uphill portion, the wastewater pipeline converts to a twelve-inch gravity pipeline (the “Gravity Point”),

WHEREAS, the gravity portion of the Pipeline Project is oversized to allow capacity for potential future connections to the pipeline by other communities and entities between Pine View Estates and MGSD,

WHEREAS, pursuant to the HOA-MGSD agreement, upon completion of the Pipeline Project and MGSD’s satisfaction that the project has been completed in accordance with the requirements of MGSD, MGSD will assume ownership of the wastewater pipeline from the Gravity Point to the point where it connects with the existing MGSD system and will assume full responsibility for inspection, operation and maintenance of the wastewater pipeline and ownership of the Pipeline Easement,

WHEREAS, CORLEY has agreed to grant the Pipeline Easement to the HOA to construct the Pipeline Project,

WHEREAS, CORLEY has agreed to grant the Pipeline Easement to MGSD to maintain and operate the wastewater pipeline, and CORLEY consents to the transfer of the Pipeline Easement from the HOA to MGSD with the understanding that MGSD will assume full responsibility and liability for the operation and maintenance of the wastewater pipeline,

TERMS AND CONDITIONS

NOW THEREFORE, the Parties agree as follows:

1. As compensation for the Pipeline Easement, the HOA will pay CORLEY \$108,750, which equates to approximately \$1.19 per square foot. The amount stated herein

comprises all compensation due to CORLEY under this Agreement, including but not limited to any legal fees, project supervision fees and/or engineering/consultant fees.

2. At its own expense, during pipeline construction, the HOA will install up to three stubs in the wastewater pipeline, at locations agreed upon by CORLEY and the HOA's engineers, to facilitate any future connection of CORLEY to MGSD's system that CORLEY may wish to arrange with MGSD.
3. CORLEY agrees that the HOA, its engineers or their authorized agents may undertake any preliminary studies or activities that may be required for the Pipeline Easement. The HOA agrees that CORLEY will be notified in advance of such activities and warrants that its engineers or their authorized agents are insured and will name CORLEY as an additional insured. The HOA agrees to provide CORLEY with copies of any study results prior to commencement of construction.
4. CORLEY agrees to allow surveyors, engineers and other technical representatives of the HOA access to CORLEY LAND for the purposes of preparing surveys and legal descriptions and route and construction planning for the Pipeline Easement. The HOA agrees that CORLEY will be notified in advance of such access and warrants that its surveyors, engineers or other technical representatives are insured and will name CORLEY as an additional insured. The HOA agrees to provide CORLEY with copies of any surveys and legal descriptions prior to commencement of construction.
5. The HOA will not undertake construction activity on CORLEY LAND until the conclusion of irrigation season or November 15, 2024, whichever occurs first, and any work that impacts irrigation operations will be completed before commencement of spring irrigation on CORLEY LAND. The HOA will further coordinate with CORLEY during construction of the wastewater pipeline to minimize disruption of any winter operations CORLEY may undertake.
6. Upon completion of the Pipeline Project on CORLEY LAND, the HOA will restore the CORLEY LAND affected by construction, from the point of easement ingress in the south to the point of easement egress in the north, to its prior to condition, which includes but is not limited to restoration of the slope for drainage, reseeding appropriate groundcover and restoration of any irrigation ditches, fences or roads affected by construction.
7. The HOA commits that the construction documents for the Pipeline Project will:

- A. Require a performance bond of at least 150% of the value of the Pipeline Project.
 - B. Require insurance in an amount of at least \$5,000,000 naming Corley Ranches, LLC as an additional insured.
 - C. Provide that the storage of any equipment or materials, or areas for construction access management, outside the Pipeline Easement on CORLEY LAND will require a separate lease agreement between the contractor and CORLEY.
 - D. Require contractors to coordinate with CORLEY before commencing construction on CORLEY LAND.
 - E. Require replacement of existing gates, fence rail sections and/or barbed wire with new operational gates for improved and secure access from Highway 395 and Pinenut Court.
 - F. Require the realignment of CORLEY's tailwater ditch to ensure that it continues to function properly and is outside the Pipeline Easement and there is no negative impact on CORLEY LAND.
 - G. Require the contractor to mow and rip out the root system of the willow growth along the Pipeline Easement's 20-foot width, plus additional width as necessary to manage construction operations, which may be up to approximately 50 feet wide in locations, as necessary for staging and movement.
 - H. Require the contractor to reseed with appropriate groundcover any and all areas of CORLEY LAND disturbed by the Pipeline Project, whether in the Pipeline Easement or not.
8. CORLEY is entitled to review the construction documents to confirm the HOA's compliance with paragraph 7 above.
 9. At its own expense, the HOA will prepare a legal description and survey, in a format acceptable to CORLEY, that accurately describes the Pipeline Easement. CORLEY will review and approve the final form of the legal description and survey prior to the HOA recording the Pipeline Easement, and the legal description and survey, as approved by CORLEY, will be attached hereto and incorporated herein as Exhibit A. The Pipeline Easement will run with the land.
 10. Upon completion of the Pipeline Project and MGSD's satisfaction that the project meets MGSD's standards, ownership of and responsibility for the wastewater pipeline from the Gravity Point to the point of connection to MGSD's system will be transferred from the HOA to MGSD, along with the Pipeline Easement, and CORLEY expressly consents to the HOA's transfer of the wastewater pipeline and the Pipeline Easement to MGSD.
 11. The Parties will execute any additional documents that may be reasonably required to accomplish this Agreement.

12. No modification, alteration or change of this Agreement shall be binding upon the Parties unless evidenced by an agreement, or addendum to this Agreement, in writing, signed by the Parties, after the date of this Agreement.
13. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, with respect to the subject matter hereof, are merged in this Agreement.
14. Each person executing this Agreement represents and warrants to the Parties that such person has the power, right, and authority to execute this Agreement on behalf of the Party indicated, and acknowledges that, by entering into this Agreement, each of the Parties is relying on these representations and warranties.
15. Each Party represents and warrants to the other Party that the Party is authorized to enter into this Agreement and to be bound by it, that the Party is under no legal disability that would prevent the Party from executing or being bound by the Agreement, and that the Party fully intends to bind itself, and to be bound by this Agreement. Each Party further acknowledges that, by entering into this Agreement, the other Party is relying on these representations and warranties.
16. Each Party represents and warrants to the other Party that (a) its execution, delivery and performance of this Agreement and any other documents to be executed, delivered and performed in connection herewith have been duly authorized by all necessary actions of such Party, do not require the consent or approval of any other body or governmental authority, (b) this Agreement is, and the other documents to be executed, delivered and performed by such Party will, upon their execution and delivery by such Party be, the valid, legal and binding obligations of such Party, enforceable in accordance with their terms, and (c) the execution, delivery and performance of this Agreement and the other documents to be executed, delivered and performed by such Party are not in contravention of or in conflict with any agreement, indenture or undertaking to which such Party is a party or by which such Party or any portion of the Pipeline Project or CORLEY LAND may be bound or affected.
17. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed an original; and all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be

equally as effective as delivery of an original executed counterpart of this Agreement. Any Party delivering an executed counterpart signature page to this Agreement by facsimile or by e-mail transmission shall also deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

18. All of the exhibits attached to this Agreement are incorporated herein by reference. This Agreement shall be binding in all respects upon and shall inure to the benefits of the Parties and their respective administrators, heirs, successors and assigns. The Parties have participated jointly in the negotiation and drafting of this Agreement.
19. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.
20. If any provision of this Agreement or the application thereof is deemed or held to be illegal, invalid or unenforceable, this Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable provision that is legal, valid and unenforceable.
21. Neither failure nor delay on the part of either Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof.
22. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws of the State of Nevada, as determined by a court(s) of competent jurisdiction in Nevada.
23. Except as stated herein, the HOA may not assign, delegate nor transfer its rights or obligations under this Agreement without the prior written consent of CORLEY. Any assignment, delegation or transfer made without prior written consent shall be void.
24. The Parties hereby agree to defend, indemnify and hold the other Party, and all the other Party's successors or assigns (collectively referred to as "Indemnified Party") harmless

for any and all injury or cause of action of any kind or nature, without limitation, caused by a Party pursuant to its actions under this Agreement, except to the extent such injury or cause of action is attributable to the Party's negligence or intentional misconduct. No Party shall be liable to the other Party for punitive, consequential, indirect or special damages, including lost profits, whether at law or equity, for breach of contract or warranty or tort.

25. The prevailing Party in any legal action brought to enforce the terms and conditions of this Agreement will be entitled to attorney fees and costs.

26. All notices, requests or other communications required under this Agreement shall be in writing and shall be deemed to have been received when delivered or on the third business day following mailing, addressed as set forth below:

To CORLEY:

Corley Ranches, LLC
Attn: Jon Corley
1040 Kerry Lane
Gardnerville, NV, 89460

With a copy to:

Norm Denny
Pinnacle Construction Consultants
P.O. Box 1634
Minden, NV 89423-1634

To the HOA:

Denise Beronio
President
Pine View Estates Home Owners Association
P.O. Box 80900
Las Vegas, NV 89180

With a copy to:

Francis C. Flaherty, Esq.
Dyer Lawrence, LLP
2805 Mountain Street
Carson City, NV 89703

PINE VIEW ESTATES HOME OWNERS ASSOCIATION

CORLEY RANCHES, LLC

By: [Signature]
Denise Beronio
President

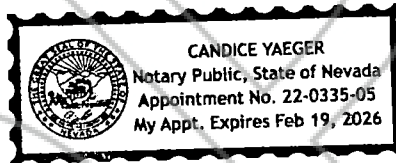
By: [Signature]
Jon Corley
Manager

STATE OF NEVADA)
)ss:
COUNTY OF DOUGLAS)

On this 1st day of March, 2024, personally appeared before me, a Notary Public, JON CORLEY, known to me from personal knowledge or demonstrated by satisfactory evidence to be the person whose name is subscribed to the within instrument, as authorized officer of the CORLEY RANCHES, LLC and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

ACKNOWLEDGED before me on

this 1st of March 2024.



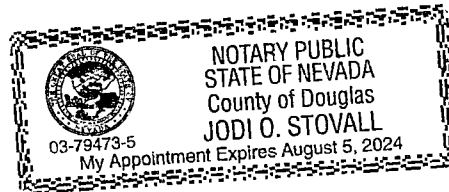
[Signature]
NOTARY PUBLIC

STATE OF NEVADA)
)ss:
CARSON CITY)

On this 1st day of March, 2024, personally appeared before me, a Notary Public, DENISE BERONIO, known to me from personal knowledge or demonstrated by satisfactory evidence to be the person whose name is subscribed to the within instrument, as authorized officer of the PINE VIEW ESTATES HOME OWNERS ASSOCIATION, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

ACKNOWLEDGED before me on

this 1st of March 2024.



[Signature]
NOTARY PUBLIC

[Signature Page]

AGREEMENT BETWEEN CORLEY RANCHES, LLC AND THE PINE VIEW ESTATES HOME OWNERS ASSOCIATION REGARDING WASTEWATER PIPELINE EASEMENT