



SHAWNYNE GARREN, RECORDER

APN# 1318-23-401-049

**Recording Requested by/Mail to:**

Name: Kingsbury GID - Judy Brewer

Address: P.O. Box 2220

City/State/Zip: Stateline, NV 89449

**Mail Tax Statements to:**

Name: Kingsbury GID - Judy Brewer

Address: P.O. Box 2220

City/State/Zip: Stateline, NV 89449

Easement Agreement and Grant of Easement  
**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)

Judith A. Brewer  
Signature

Judith A. Brewer  
Printed Name

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EASEMENT AGREEMENT  
AND GRANT OF EASEMENT**

**THIS EASEMENT AGREEMENT AND GRANT OF EASEMENT** (the "**Easement Agreement**") is entered into as of this 29<sup>th</sup> day of July 2024 ("**Effective Date**") by NORTHERN NEVADA COMSTOCK INVESTMENTS, LLC, a Nevada limited liability company (hereinafter referred to as "**GRANTOR**") in favor of Kingsbury General Improvement District, a Nevada General Improvement District (hereinafter referred to as "**GRANTEE**"). GRANTOR and GRANTEE are collectively referred to herein as the "**Parties**" and may singly be referred to herein as a "**Party**."

**RECITALS**

A. GRANTOR owns the property commonly known as 177 Hwy 50, Stateline, Nevada and 179 Hwy 50, Stateline Nevada (collectively, the "**Real Property**").

B. In exchange for GRANTOR granting this easement, GRANTOR and GRANTEE agree that GRANTOR will not need to relocate the water meter for the Real Property off of the water main near fire hydrant at the south entrance to the parking lot as requested by the letter from the Kingsbury General Improvement District dated August 9, 2023. GRANTOR and GRANTEE agree that the water meter has been relocated to a location that is acceptable to the GRANTEE and will remain in its location as of the Effective Date.

C. The easement granted herein is for the GRANTEE'S maintenance of the existing public water main line, the relocated water meter, and all other related public water line facilities and appurtenances located within the easement that are the property of GRANTEE (collectively, the "**Public Water Main Facilities**"). GRANTOR has paid for the relocation of the water meter, the backflow preventor, and the pressure reducing valve. GRANTEE agrees to maintain all of the Public Water Main Facilities located in the easement.

D. GRANTEE wishes to extend the existing water main line easement that currently ends at the southern property line onto the Real Property to the present location of the water meter.

E. The easement is described and identified on the attached legal description and map and is identified as the "**Water Line Easement**" attached hereto as **Exhibit "A"** and incorporated by reference herein.

F. All costs, expenses, and other obligations relating to the Public Water Main Facilities from and after the Effective Date are the sole obligation of GRANTEE.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, it is agreed and granted as follows:

**1. Grant of Easement.**

1.1 GRANTOR hereby grants and conveys to GRANTEE a permanent, perpetual, non-exclusive underground easement in gross, license, and right-of-way ("**Water Main Line Easement**") under that portion of the Real Property lying within the Water Main Line Easement

corridor (“**Water Main Line Easement Corridor**”) as more particularly described and identified in Exhibit “A” attached hereto and incorporated herein by reference.

1.2 The easement, right, license, and right-of-way transferred and conveyed hereby shall be limited to the following purpose:

The ownership, construction, installation, placement, operation, inspection, continued repair, maintenance, protection, reconstruction, improvement, replacement, use and existence of the Public Water Main Facilities by GRANTEE.

1.3 None of the easements, rights, or privileges granted herein may be transferred, assigned, or encumbered.

2. **Damage.** Any damage to the Real Property caused by GRANTEE through the exercise of the Water Main Line Easement shall, within a reasonable period of time, be repaired to its pre-construction condition.

3. **Covenants Run with the Land.** Each and all of the easements, covenants, restrictions, conditions and provisions contained in this Easement Agreement (whether affirmative or negative in nature) are made for the direct benefit of the GRANTEE and constitute easements and covenants running with the land and will bind every person having any fee, leasehold or other interest in any portion of the Real Property at any time, or from time to time, to the extent that such portion is affected or bound by the covenant, restriction or provision in question or that the covenants, restrictions, conditions or provisions which are to be performed on such portion.

4. **Not a Public Dedication.** Nothing contained in this Easement Agreement will be deemed to be a gift or dedication of any portion of any parcel to the general public or for any public purposes whatsoever. It is the intention of the Parties to this Easement Agreement that such easements will be strictly limited to and for the purposes expressed herein.

5. **Abandonment.** If GRANTEE ceases to use the Easement granted hereby for a period of ten (10) consecutive years, the Easement shall terminate thirty (30) days thereafter.

6. **Liability and Indemnity.** GRANTEE shall indemnify and hold the owner(s) of the Real Property and the Real Property owner(s)'s directors, officers, successors, assigns, agents and employees harmless from and against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to GRANTEE's use of the Water Main Line Easement, including but not limited to, the use, maintenance, repair and replacement of the Public Water Main Facilities. Except for claims arising from or caused by any intentional or grossly negligent act or omission of the Real Property owner(s) or its agents, employees, servants, contractors, subcontractors, licensees, customers or invitees, the Real Property owner(s) shall not be liable, and GRANTEE waives all claims, for damage to person or property sustained by GRANTEE or its successors, assigns, agents, employees, servants, licensees and invitees resulting from or related to the use of the Real Property by such persons, including, but not limited to, the use, maintenance, repair and replacement of the Public Water Main Facilities.

**7. Miscellaneous Provisions.**

7.1 This Easement Agreement shall not create an association, partnership, joint venture, or a principal and agency relationship between the Parties or any subsequent owner of the Real Property.

7.2 Each Party shall be excused for the period of any delay in performance of any obligations hereunder when prevented by cause or causes beyond the Party's control including, but not limited to, labor disputes, civil commotion, war, governmental regulation or control, fire or other casualty, natural disasters, flood or acts of God.

7.3 Failure of a Party to insist on the performance of any provision or exercise any right hereunder shall not be construed as a waiver for the future of any such provision or right. No provision of this Easement Agreement shall be deemed to have been waived unless such waiver be in writing signed by each other Party.

7.4 If any provision of this Easement Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Easement Agreement or the application of such provision to persons or circumstances other than to those which it is held invalid, shall not be affected thereby. Each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.5 Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, tenants, licensees, invitees, guests, and permitted successors and assigns (if any), and run with the Real Property.

7.6 This Easement Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and there are no other terms, express or implied, not contained herein.

7.7 The easements, rights-of-way, covenants, restrictions and undertakings created in this Easement Agreement, and each of them, shall be perpetual.

7.8 This Easement Agreement shall be construed in accordance with the laws of the State of Nevada.

7.9 The undersigned signatories have the authority to bind the Parties to the terms of this Easement Agreement.

7.10 This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.11 This Easement Agreement is the product of arms' length negotiations and shall not be construed for or against either Party.

7.12 The recitals set forth above are incorporated by reference as if set forth fully herein.

IN WITNESS WHEREOF, this Easement Agreement and Grant of Easement has been executed and delivered by the Parties as of the Effective Date.

**GRANTOR:**

NORTHERN NEVADA COMSTOCK INVESTMENTS, LLC

Dated: 7/22/24

By: [Signature]  
David Scott Tate, Manager

**GRANTEE:**

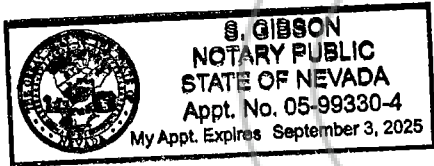
Kingsbury General Improvement District

Dated: 29 July 24

By: [Signature]  
Name: Mitchell S. Dion  
Title: General Manager

STATE OF NEVADA )  
 ) .ss  
COUNTY OF Nevada )

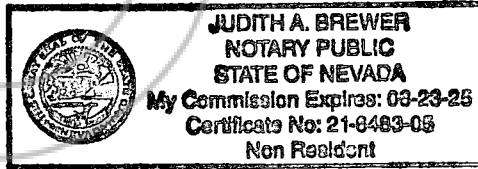
This instrument was acknowledged before me on July 22, 2024 by David Scott Tate, as Manager of Northern Nevada Comstock Investments, LLC, a Nevada limited liability company.



[Seal]

[Signature]  
(Signature of Notarial Officer)

STATE OF NEVADA )  
 ) .ss  
COUNTY OF Douglas )



Mitchell S. Dion This instrument was acknowledged before me on July 29, 2024 by Judith Brewer <sup>so vice</sup> as Admin. SR Super of Kingsbury General Improvement District, a Nevada General Improvement District. General Manager

[Seal]

[Signature]  
(Signature of Notarial Officer)

**EXHIBIT "A"**

JN 10646.000

All that certain real property situate within a portion of the southwest quarter of Section 23, Township 13 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, being a portion of Parcel 2 of the Grant Deed, Document Number 2020-951063, recorded August 19, 2020, Official Records of the County of Douglas, State of Nevada, also as shown on a Record of Survey in support of a boundary line adjustment, Document Number 849816, recorded September 24, 2014 in said Official Records, being more particularly described as follows:

**COMMENCING** at the southwesterly corner of said Parcel 2, said point also being on the easterly right-of-way of U.S. Highway 50,

**THENCE** along the southerly line of said Parcel 2, South 89° 04' 33" East, 18.00 feet to the **POINT OF BEGINNING**;

**THENCE** from said **POINT OF BEGINNING** leaving said southerly line the following 6 courses:

- 1) North 01° 48' 01" West, 7.95 feet;
- 2) South 89° 59' 31" West, 10.14 feet;
- 3) North 00° 00' 29" West, 14.00 feet;
- 4) North 89° 59' 31" East, 20.00 feet;
- 5) South 50° 10' 22" East, 12.99 feet;
- 6) South 01° 48' 01" East, 13.96 feet to a point on the southerly line of said Parcel 2

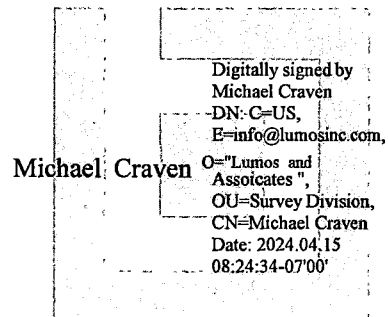
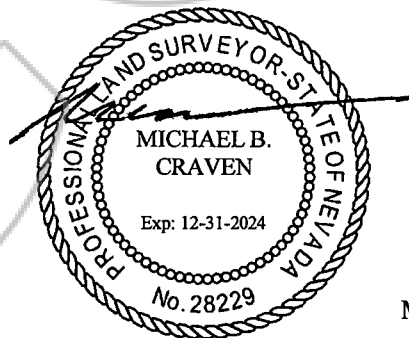
**THENCE** along the southerly boundary of said Parcel 2, North 89° 04' 33" West, 20.02 feet to the **POINT OF BEGINNING**, and the end of this description.

Containing 541 square feet, more or less.

The **Basis of Bearings** for this description is based on the said Grant Deed, Document No. 2020-951063.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:  
**Lumos & Associates, Inc.**  
Michael B. Craven, LS  
28229 312 Dorla Ct., Suite  
202 Zephyr Cove, NV  
89448



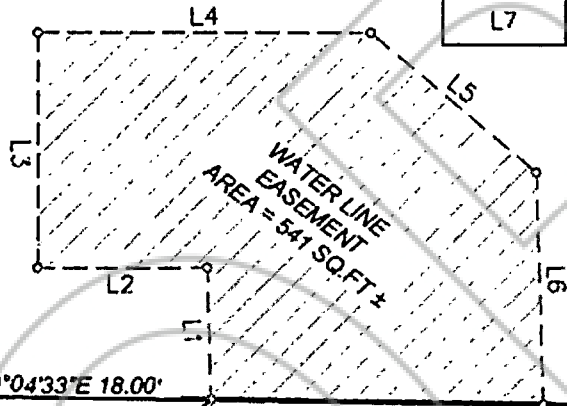
**LEGEND**

- o DIMENSION POINT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- O.R.D.C. OFFICIAL RECORDS DOUGLAS COUNTY

**LINE TABLE**

LINE NO.	DIRECTION	LENGTH
L1	N1°48'01"W	7.95'
L2	S89°59'31"W	10.14'
L3	N0°00'29"W	14.00'
L4	N89°59'31"E	20.00'
L5	S50°10'22"E	12.99'
L6	S1°48'01"E	13.96'
L7	N89°04'33"W	20.02'

PARCEL 2, DOC. NO. 2020-951063  
RECORDED 08/19/2020, O.R.D.C.



U . S . HIGHWAY 50

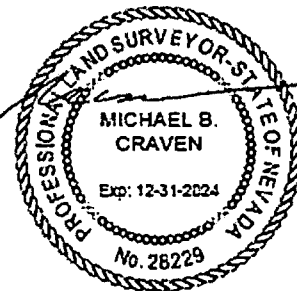
PARCEL 3, DOC. NO. 2020-951063  
RECORDED 08/19/2020, O.R.D.C.

S89°04'33"E 18.00'

WATER LINE EASEMENT  
PER DOC. NO. 177757  
RECORDED 05/9/1988  
O.R.D.C.

Michael Craven

Digitally signed by  
Michael Craven  
DN: C=US,  
E=info@lumosinc.com,  
O="Lumos and  
Associates",  
OU=Survey Division,  
CN=Michael Craven  
Date: 2024.04.15  
06:23:09-07:00



**LUMOS**  
ASSOCIATES  
312 DORLA COURT  
SUITE 202  
ZEPHYR COVER, NV 89448  
TEL (775) 538-6490

**EXHIBIT "B"**  
**WATER LINE EASEMENT**  
**177 & 179 HWY 50**  
**PORTION OF SEC. 23, T13N, R18E, MDM**  
**DOUGLAS COUNTY NEVADA**

Date: 04/2024  
Scale: 1" = 10'  
Job No: 10646.000