

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that JOHN L. CARDINALLI, hereinafter called Grantor, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by EUREKA WATER ASSOCIATION, INC. hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove any and all pipes, lines, valves, connections, etc., used and to be used by Grantee, its successors and assigns, in constructing, maintaining, and operating a water system in the Town of Eureka, County of Eureka, State of Nevada, over and across the following land owned by Grantor in Eureka County, State of Nevada:

Lot 1, Block 121, Eureka Townsite, Eureka, Nevada, together with the right of ingress and egress over Grantor's adjacent land for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed twenty (20) feet in width, the center line thereof to be located across said land as follows:

Beginning at a point on the Southerly boundary of said parcel, which point bears N. 03° 15' E., 1589.8 feet distant from the West one-quarter corner, Section 24, T. 19 N., R. 53 E., M.D.B. & M.; Thence, N. 62° 00' W., 25.4 feet along the surveyed location line to the Westerly boundary of said parcel, at which point the West one-quarter corner, Section 24, T. 19 N., R. 53 E., M.D.B. & M., bears S. 02° 25' W., 1600.6 feet distant.

The sideline boundaries are to be lengthened or shortened as the case may be, so as to begin at the Southerly boundary of said parcel and to terminate on the Westerly boundary of said parcel, containing an area of 0.017 acre, more or less.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that he is the owner of the above-described land and that said land is free and clear of all encumbrances and liens except the following:

*

In Witness Whereof the said Grantor has executed this instrument this

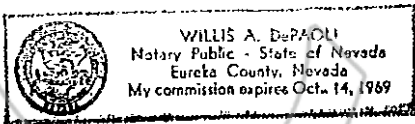
8th day of JULY, 1967.

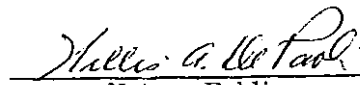

JOHN L. CARDINALLI

STATE OF NEVADA, }
County of EUREKA } SS.

On this 11th day of July, 1967, personally appeared before me, the undersigned, a Notary Public in and for said County and State, JOHN L. CARDINALLI, known to me to be the person described in and who executed the foregoing instrument; who duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.




Notary Public.

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RECORDED AT THE REQUEST OF
Thomas Johnston
on July 16, 1968
at 47 mins. past 1 P. M.
in Book 25 of OFFICIAL
RECORDS, page 46-47, RECORDS
OF EUREKA COUNTY, NEVADA.
Recorder
File No. 47302 Fee \$ 4.00