

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that PHIL and HAZEL MARTIN, hereinafter called Grantors, 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, do 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 Grantors in Eureka County, State of Nevada:

Lot 2, Block 89, Eureka Townsite, Eureka, Nevada, together with the right of ingress and egress over Grantors' 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. 12° 45' W., 2279.2 feet distant from the West one-quarter corner, Section 24, T. 19 N., R. 53 E., M.D.B. & M.; Thence, N. 27° 44' W., 69.7 feet along the surveyed location line to the Northerly 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. 13° 11' 30" E., 2346.6 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 Northerly boundary of said parcel, containing an area of 0.0320 acre, more or less.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the struc-

tures 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 Grantors' 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 Grantors covenant that they are the owners 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 Grantors have executed this instrument this 26 day of June, 1967.

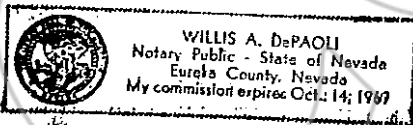
Phil Martin  
Phil Martin

Hazel Martin  
Hazel Martin

State of Nevada,     )  
                              : ss.  
County of Eureka.    )

On this 28th day of June, 1967, personally appeared before me, the undersigned, a Notary Public in and for said County and State, PHIL MARTIN and HAZEL MARTIN, known to me to be the persons described in and who executed the foregoing instrument; who duly acknowledged to me that they each 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.



Willis A. DePaoli  
Notary Public.

RECORDED AT THE REQUEST OF  
Thomas Johnston  
on July 16, 1968  
at 48 mins. past 1 P. M.  
in Book 25 of OFFICIAL  
RECORDS, page 48-49, RECORDS  
OF EUREKA COUNTY, NEVADA  
Recorder Willis A. DePaoli  
File No. 47303 Fee \$ 4.00