

APN:

Recording Requested by:

Marvel & Marvel, Ltd.
217 Idaho Street,
Elko, NV 89801



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LISA HOEHNE, RECORDER

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

GRANT OF EASEMENT

DAVID A. PASTORINO, an unmarried man (“**Grantor**”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of himself and his heirs, administrators, executors, successors and assigns, grants and conveys to EUREKA COUNTY, a political subdivision of the State of Nevada (“**Grantee**”), and its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove an underground sanitary sewer line and all appurtenant facilities, water mains, hydrants, valves, and other equipment, fixtures, apparatus, and improvements (“**Utility Facilities**”) upon, over, under and through the property legally described and generally depicted in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee shall be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area from and after the date Grantor signs the Grant of Easement and any such damages are incurred by Grantor. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee’s said consent by both signing a recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee’s rights herein and are in all respects consistent with the Grantee’s rights herein.

Grantee shall not cause or permit any encumbrance, lien, security interest, attachment or other process of law to attach against any of Grantor's property or Grantee's interest therein. Should Grantor's property or Easement Area become subject to any such lien, encumbrance or other charge as a result of the acts or omissions of Grantee, Grantee shall cause them to be discharged and removed from Grantor's property and Easement Area within thirty (30) days from the date Grantee shall receive notice of the same, without further notice from Grantor, and if not so removed in such time Grantor may, at its option, pay and discharge the same, and bill Grantee for payments so made, together with interest at the rate of five percent (5%) per annum and the same shall be paid by Grantee within thirty (30) days of billing. Nothing herein shall prevent Grantee from defending against any such lien as provided by applicable law, including the posting of a bond during the time such lien shall be contested.

Grantee shall fully comply with all applicable federal, state and local laws, ordinances, rules and regulations that apply to Grantee's possession, occupation, use and control of Grantor's property and Easement Area and the operations of Grantee conducted thereon.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

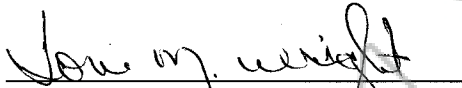
IN WITNESS WHEREOF, Grantor has executed this Grant of Easement as of the 18th day of April, 2018.

GRANTOR:


DAVID A. PASTORINO

STATE OF NEVADA }
COUNTY OF EUREKA }SS

On the 18th day of April, 2018, personally appeared before me, a Notary Public, **DAVID A. PASTORINO**, personally known to me, or proven to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the above instrument who acknowledged that he executed said instrument.


NOTARY PUBLIC

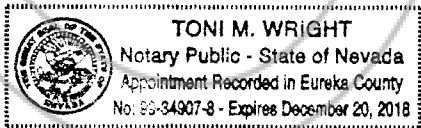


EXHIBIT A
SEWER EASEMENT

An easement for sewer line purposes located in Section 14, Township 19 North, Range 53 East, M.D.B & M., Eureka County, Nevada, being a portion of Parcel No. 7, as shown on the Parcel Map for David A. Pastorino, on file in the Office of the Eureka County Recorder, Eureka, Nevada, as File No. 207036, more particularly described as follows:

Beginning at the Southeast Corner of Parcel No. 6, as shown on the said Parcel Map for David A. Pastorino, File No. 207036 being Corner No. 1, the True Point of Beginning;

Thence N 00° 00' 47" W, 0.27 feet along the East Line of said Parcel No. 6 to Corner No. 2, point being on the Southwesterly Line of the 20' Sewer Easement granted by the Parcel Map for David A. Pastorino, on file in the Office of the Eureka County Recorder, Eureka, Nevada, as File No. 206144;

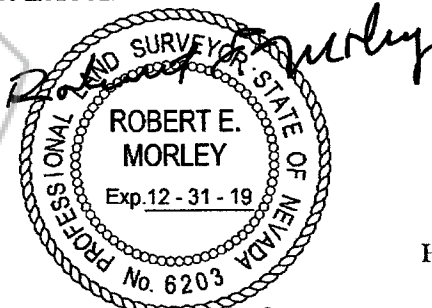
Thence S 42° 17' 33" E, 124.63 feet along the said Southwesterly Line of the 20' Sewer Easement granted by Parcel Map, File No. 206144 to Corner No. 3, a point being on the Southerly Line of said Parcel No. 7;

Thence S 84° 37' 21" W, 13.33 feet along the said Southerly Line of Parcel No. 7 to Corner No. 4

Thence N 37° 08' 57" W, 116.89 to Corner No. 1, the point of beginning;

Reference is hereby made to Exhibit B, Map of Sewer Easement for David A. Pastorino, attached hereto and made a part hereof.

Prepared by Robert E. Morley, PLS
640 Idaho Street



High Desert Engineering
Elko, NV 89801

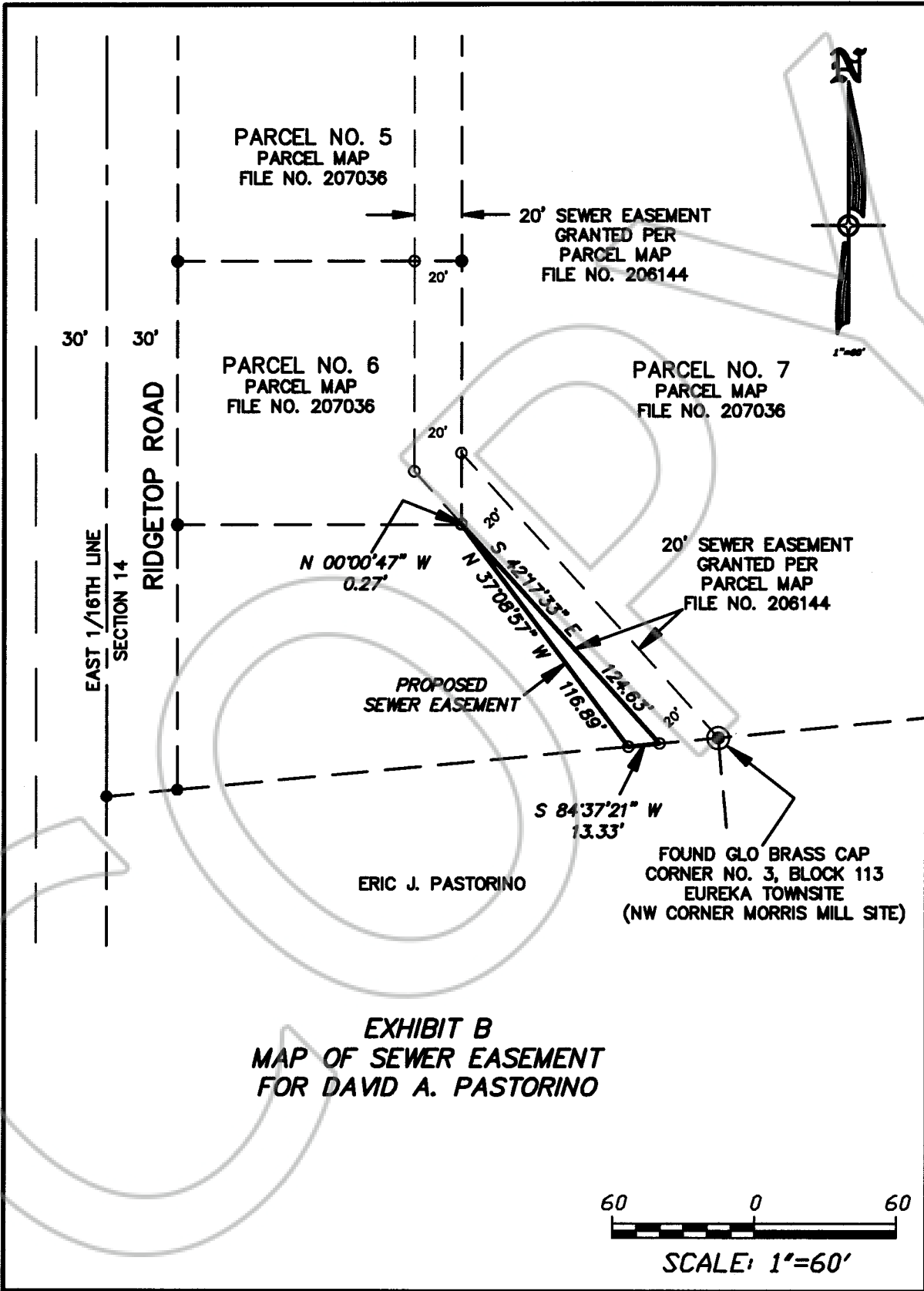


EXHIBIT B
MAP OF SEWER EASEMENT
FOR DAVID A. PASTORINO