

The undersigned hereby affirms that there is no Social Security number contained in this document

APNs: 007-210-39, 007-210-38

RECORDING REQUESTED BY:

Taggart & Taggart, Ltd.
108 N. Minnesota St.
Carson City, NV 89703

AFTER RECORDATION, RETURN BY MAIL TO:

Taggart & Taggart, Ltd.
108 N. Minnesota St.
Carson City, NV 89703

EUREKA COUNTY, NV
LAND-EAS
Rec:\$37.00
Total:\$37.00

2021-244707
04/26/2021 09:15 AM

Pgs=9

RUSSELL & LYNN CONLEY



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LISA HOEHNE, CLERK RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WELL UTILITY AND ACCESS EASEMENT AGREEMENT

This WELL UTILITY AND ACCESS EASEMENT AGREEMENT (hereafter called "Easement Agreement"), made and entered into this 22nd day of April 2021, by and between LC PROPERTIES, LLC, a Nevada limited liability company, party of the first part, hereinafter referred to as the "supplying party" or "LC PROPERTIES", and "DIAMOND C LLC", parties of the second part, and hereinafter referred to as "CONLEY":

WITNESSETH:

WHEREAS, LC PROPERTIES is now the owner of property known as 610 County Road 101, Assessor's Parcel No. ("APN") 007-210-39, ("Parcel 1"), located in the county of Eureka, State of Nevada, which property is more fully described as follows, to wit:

Parcel 1 as shown on that certain Parcel Map for Roberta M. Damele filed in the office of the County Recorder of Eureka County, State of Nevada, on September 21, 2000, as File No. 175165, being a portion of the E ½ of Section 35, Township 21 North, Range 53 East, M.D.B & M.

WHEREAS, LC PROPERTIES is the current owner of, and intends to convey to CONLEY, that certain property known as 640 County Road 101, APN 007-210-38, ("Parcel 2"), located in the County of Eureka, State of Nevada, which property is more fully described as follows, to wit:

Parcel 2 as shown on that certain Parcel Map for Roberta M. Damele filed in the office of the County Recorder of Eureka County, State of Nevada, on September 21, 2000, as File No. 175165, being a portion of the E ½ of Section 35, Township 21 North, Range 53 East, M.D.B & M.

WHEREAS, the undersigned parties deem it necessary to provide a well system to service Parcel 2 described herein, and an agreement has been reached relative to providing utility boundaries for supplying water and power to and from the well and providing access to the well;

WHEREAS, there is located a well upon Parcel 1, together with water and power distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water and power to Parcel 2 connected to the said water distribution system. The water distribution system is further outlined and defined in Exhibit A, attached hereto and made a part hereof;

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water as permitted under water right Permit No. 83622, as filed with the Division of Water Resources, State of Nevada, connected thereto, for the irrigation of Parcel 2, and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the parties hereto desire to enter this Easement Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 1 shall be used by the parties to this Easement Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

I. The foregoing recitals are hereby incorporated and made part of this Easement Agreement by this reference.

II. That until this Easement Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, are hereby granted the right in common with the other parties to this Easement Agreement, to draw water from the well located on Parcel 1 for the permitted irrigation use on Parcel 2 under water right Permit No. 83622, as filed with the Division of Water Resources, State of Nevada.

III. **Parcel 1 Obligations.** That the owners or residents of Parcel 1 as of the date of this Easement Agreement shall:

A. Provide the owners or assigns of Parcel 2 access to the well to perform normal irrigation pumping inspections and maintenance including, but not limited to: checking drip oil, adding drip oil, changing the pump head oil, taking flow meter readings.

B. Provide the owners or assigns of Parcel 2 access to the well to perform normal upkeep on the well including, but not limited to: pulling the pump for repair or replacement, well cleaning.

C. Provide the owners or assigns of Parcel 2 access to the well to allow the owners or assigns of Parcel 2 the ability to deepen the existing well, in their sole discretion, upon seventy-two (72) hour notice in writing to the owner or assign of Parcel 1.

D. Provide the owners or assigns of Parcel 2 access to the water distribution system located on Parcel 1, and further delineated in Exhibit A attached hereto and made a part hereof, to repair and maintain the existing pipeline and electrical distribution infrastructure.

E. Provide the owners or assigns of Parcel 2 access to the well and water distribution system to repair and maintain the existing electrical infrastructure as well as upgrading the infrastructure if needed (i.e. adding underground power line to supply power to Parcel 2, install new vfd panel, replace well motor, etc.).

F. Provide to Parcel 2 access and the right to place fencing around the well and water distribution system in order to protect them from livestock damage.

IV. **Parcel 2 Obligations.** That the owners or residents of Parcel 2 as of the date of this Easement Agreement shall:

A. Keep and maintain the electrical infrastructure related to the well and water distribution system to industry standards.

B. Keep and maintain the water distribution system so there will be no leakage or seepage therefrom.

C. Have the right to drill any replacement well(s) through a change application of water right Permit No. 83622 to a new well site on a location outside of Parcel 1, thereby terminating the Easement Agreement.

D. If upon the approval of a change application to Permit No. 83622, the State Engineer or related government authority, requires the plugging and abandonment of the well located on Parcel 1, the owners or assigns of Parcel 2 shall be solely responsible for the completion and payment of such plugging activity.

V. **Landscaping.** That no party may install landscaping or improvements that will impair the use of said well, well distribution system, or easements.

VI. **Water Sampling.** That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, or regulating governmental agency.

VII. **Emergency Access.** That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the abrupt failure or damage to the water distribution system. .

VIII. **Character of Easements.** The easements and other rights and burdens conferred by this Easement Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. The easement and covenants granted herein are appurtenant to, and shall run with the title to the properties, as described herein.

IX. **Non-Exclusiveness of Easement.** The easements granted herein are non-exclusive, and the respective owners of the subject properties shall retain all rights to use its property which are not inconsistent with, and do not unreasonably interfere with, the right of the other party to use and enjoy the easements for the purposes herein granted.

X. **Term of Easements.** The Easement Agreement shall commence on the Effective Date and shall run with the land and continue in full force and effect until the Easement Agreement is abandoned or terminated as per this agreement.

XI. **Modification.** Any modification of this Easement Agreement, or additional obligation assumed by either party in connection with this Easement Agreement, shall be binding only if evidenced in writing signed by each party or an authorized representative of each party and recorded in the Office of the County Recorder of Eureka County, State of Nevada.

XII. **Indemnification.** LC PROPERTIES and CONLEY, hereby indemnifies and holds each other harmless from an and all liability, damage, expense, causes of action, suites, claims or judgments arising out of or pertaining to the use of the easements granted herein occurring on or from its own parcel, except if caused by the negligent or willful act of the other party. No party shall be liable to the other party for damage caused by storm or runoff water unless such damage is the direct result of the negligent or willful act of the other party.

XIII. **Attorneys' Fees.** If any party brings any action or proceeding to interpret or enforce this Easement Agreement, or for damages for any alleged breach hereof, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Prevailing party shall be defined to include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense.

XIV. **Successors and Assigns.** Both parties, all successors and assigns, hereby acknowledge and agree that the respective burdens and benefits of these Easement Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title or interest to said parcels or any part thereof.

XV. **Severability.** If any provision of this Easement Agreement is held to be invalid or unenforceable, the remainder of this Easement Agreement shall remain valid, enforceable and in full force and effect. No waiver of any provision of this Easement Agreement shall constitute a waiver of any other provision, or of the same provision at another time. A party's failure to insist on compliance or enforcement of any provision of the Easement Agreement shall not affect the validity or enforceability, or constitute a waiver of future enforcement, of that provision or of any other provision of this Easement Agreement by that party or any other party.

XVI. **Recordation.** The parties hereto covenant and agree that this Easement Agreement shall be recorded in the Office of the Eureka County Recorder, Eureka, Nevada.

XVII. **Counterparts.** This Easement Agreement and all documents incorporated by reference herein may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute one and the same document.

XVIII. Choice of Law and Venue. This Easement Agreement and all the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada. The proper venue for any action brought in relation to this Easement Agreement shall be the District Court of the State of Nevada in and for the County of Eureka.

XIX. Authority. The undersigned, do hereby affirmatively state that they have the actual authority to execute this Easement Agreement and that they possess the actual authority to relinquish the property interests transferred herein. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Easement Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Eureka, State of Nevada. Upon termination of participation in this Easement Agreement, the owner and occupant of each residence which is terminated from the Easement Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the date and year first above written.

LC PROPERTIES

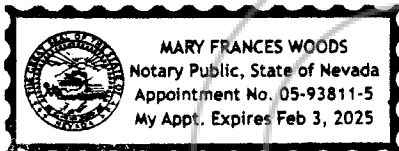
By: [Signature]
Name: UNDER McDONALD
Title: President

CONLEY

By: [Signature]
RUSSELL CONLEY
By: [Signature]
LYNN CONLEY

STATE OF NEVADA)
COUNTY OF DOUGLAS) : SS.

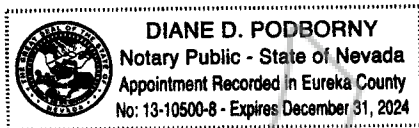
This instrument was acknowledged before me on the 22nd day of April 2021, by
MARY FRANCES WOODS



[Signature]
Notary Public

STATE OF NEVADA)
COUNTY OF EUREKA) : SS.

This instrument was acknowledged before me on the 26th day of April 2021, by
RUSSELL CONLEY and LYNN CONLEY.



[Signature]
Notary Public

EXHIBIT A
ACCESS & UTILITY EASEMENT
for
DIAMOND C LLC
April 2, 2021

An Easement for Access and Utility purposes located in Section 35, T.21 N., R.53 E., M.D.B. & M., Eureka County, Nevada, being a portion of Parcel No. 1 as shown on the Parcel Map for Roberta M. Damele on file in the Office of the Eureka County Recorder, Eureka, Nevada, as File No. 175165, more particularly described as follows:

Commencing at the Northwest Corner of said Parcel No. 1, thence N 88° 07' 00" E, 146.98 feet along the Northerly Line of said Parcel No. 1 to Corner No. 1, the True Point of Beginning;

Thence S 44° 46' 15" E, 103.78 feet to Corner No. 2;

Thence S 00° 13' 45" W, 124.53 feet to Corner No. 3;

Thence N 88° 37' 12" W, 167.57 feet to Corner No. 4;

Thence S 09° 57' 49" W, 269.74 feet to Corner No. 5;

Thence S 88° 07' 00" W, 6.94 feet to Corner No. 6, a point being on the West Line of said Parcel No. 1;

Thence S 00° 12' 24" W, 25.02 feet along the said West Line of Parcel No. 1 to Corner No. 7, a point being on the Northerly Right of Way of a 33' wide Roadway and Utility Easement granted by the said Roberta M. Damele Parcel Map;

Thence N 88° 07' 00" E, 28.16 feet along the said Northerly Right of Way of the 33' wide Roadway and Utility Easement granted by the Roberta M. Damele Parcel Map to Corner No. 8;

Thence N 09° 57' 49" E, 268.53 feet to Corner No. 9;

Thence S 88° 37' 12" E, 180.04 feet to Corner No. 10;

Thence S 00° 13' 45" W, 13.43 feet to Corner No. 11;

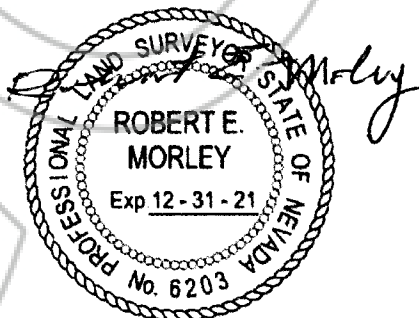
Continued on Page 2

Exhibit A
Access & Utility Easement
for Diamond C LLC
Continued from Page 1

Thence S 88° 37' 12" E, 60.01 feet to Corner No. 12;
Thence N 00° 13' 45" E, 80.02 feet to Corner No. 13;
Thence N 88° 37' 12" W, 68.48 feet to Corner No. 14;
Thence N 00° 13' 45" E, 93.80 feet to Corner No. 15;
Thence N 44° 46' 15" W, 90.91 feet to Corner No. 16, a point being on the said
Northerly Line of Parcel No. 1;
Thence S 88° 07' 00" W, 34.12 feet along the said Northerly Line of Parcel No. 1 to
Corner No. 1, the point of beginning, containing 0.523 acres, more or less.

Reference is hereby made to Exhibit B, Map of Access & Utility Easement for Diamond C
LLC, attached hereto and made a part hereof.

The Basis of Bearing for the above described easement is the Parcel Map for Roberta M.
Damele, on file in the Office of the Eureka County Recorder, Eureka, Nevada, as File No.
175165.



4/2/2021

