

EASEMENT AND RIGHT-OF-WAY

1 THIS EASEMENT AND RIGHT-OF-WAY, made and entered into this 31st
2 day of July, 1989, by and between the STATE OF NEVADA, acting
3 through the Division of State Lands, hereinafter referred to as GRANTOR, and
4 KINGSBURY GENERAL IMPROVEMENT DISTRICT, its successors and assigns,
5 hereinafter referred to as GRANTEE.

6 WITNESSETH:

7 FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) and
8 other good and valuable consideration contained herein, receipt of which is
9 hereby acknowledged, GRANTOR does hereby grant to GRANTEE an Easement
10 and Right-of-Way for a TWENTY-FOUR (24) inch Intake Pipeline and Intake
11 Manifold Structure at Lake Tahoe, Douglas County, Nevada, with the right to
12 construct, place, inspect, maintain and remove such pipeline and appurtenances
13 together with a right-of-way therefore and the right of ingress thereto and
14 egress therefrom, across, upon, in and under the following described real
15 property:

16 INTAKE PIPELINE AND INTAKE MANIFOLD STRUCTURE
17 LAKE TAHOE EASEMENT

18 A strip of land Twenty-five (25) feet wide, lying below the natural high
19 water line elevation at 6223.00 feet of Lake Tahoe and within a portion
20 of the Southwest Quarter (SW1/4) of Section 22, Township 13 North,
21 Range 18 East, M.D.B.&M., Douglas County, Nevada, the centerline of
22 which is more particularly described as follows:

23 COMMENCING at a point on the Meander Line of Lake Tahoe, which
24 point is the Southwest corner of Lot 2 of Section 22, Township 13 North,
25 Range 18 East, M.D.B. & M. and the Northwest corner of A.P.N. 7-090-05
26 described as Parcel 3 in the Deed Recorded November 30, 1966, in Book
27 46 of Official Records of Deeds, Page 47, County of Douglas, State of
28 Nevada; thence South 14° 00' 00" East, along the Meander Line a distance
29 of 200.00 feet to a point; thence South 76° 00' 00" West, a distance of
30 45.00 feet more or less to the point of intersection of the natural high
water line elevation at 6223.00 feet of Lake Tahoe, said point being the
TRUE POINT OF BEGINNING; thence South 76° 00' 00" West, a distance
of 655.00 feet to the POINT OF ENDING.

Together with a Right-of-Way strip of land Twenty-five (25) feet wide
lying between the natural high water line elevation at 6223.00 feet of
Lake Tahoe and the ordinary high water line elevation at 6229.10 feet of
Lake Tahoe and within a portion of the Southwest quarter (SW1/4) of
Section 22, Township 13 North, Range 18 East, M.D.B.&M., Douglas
County, Nevada, pursuant to NRS 445.080, the centerline of which is more
particularly described as follows:

When Recorded Mail To:

✓
KGID
P.O. Box 2220
Stateline, NV 89449

227571
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1 COMMENCING at a point on the Meander Line of Lake Tahoe, which
2 point is the Southwest corner of Lot 2 of Section 22, Township 13 North,
3 Range 18 East, M.D.E. & M. and the Northwest corner of A.P.N. 7-090-05
4 described as Parcel 3 in the Deed Recorded November 30, 1966, in Book
5 46 of Official Records of Deeds, Page 47, County of Douglas, State of
6 Nevada; thence South 14° 00' 00" East, along the Meander Line a distance
7 of 200.00 feet to a point; thence South 76° 00' 00" West, a distance of
8 45.00 feet more or less to the point of intersection of the natural high
9 water line elevation at 6223.00 feet of Lake Tahoe, said point being the
10 TRUE POINT OF BEGINNING; thence North 76° 00' 00" East, a distance
11 of 95.00 feet more or less to an angle point; thence North 90° 00' 00"
12 East, a distance of 65.00 feet more or less to the point of intersection of
13 the ordinary high water line elevation at 6229.10 feet of Lake Tahoe and
14 the POINT OF ENDING.

15 GRANTOR also hereby grants to GRANTEE in addition to the rights
16 herein granted a TWO (2) year Temporary Initial Construction Easement and
17 Right-of-Way, a strip of land ONE HUNDRED (100) feet wide, FIFTY (50) feet
18 lying contiguous with the Northerly side line and FIFTY (50) feet lying
19 contiguous with the Southerly side line of the above described Easement and
20 Right-of-Way.

21 In consideration for the grant of this Easement and Right-of-Way the
22 GRANTEE agrees to the following conditions:

- 23 1. Kingsbury General Improvement District agrees to pay for and be
24 responsible for all damages to the real property, improvements and personal
25 property of the State of Nevada caused by Kingsbury General Improvement
26 District or its contractor while constructing, operating or maintaining the
27 pipeline and appurtenances.
- 28 2. Kingsbury General Improvement District agrees to indemnify the State of
29 Nevada against any loss, damage, claim, demand or action, caused by, arising
30 out of or connected with the construction, operation or maintenance of the
pipeline and appurtenances.
3. The Division of State Lands must be notified at least TWO (2) days prior
to commencement of construction activities and upon completion of
construction of activities to allow interested agencies the opportunity to
inspect the operations.

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1 4. If prehistoric or historic remains are discovered during project related
2 activities, work will be temporarily halted and the Division of Historic
3 Preservation and Archaeology notified.

4 5. Kingsbury General Improvement District agrees that all construction
5 related activities, in connection with the pipeline and appurtenances, will be
6 completed in compliance with Tahoe Regional Planning Agency turbidity control
7 requirements.

8 6. Kingsbury General Improvement District is to exercise due care to
9 minimize the damage to existing shore zone vegetation during all activities
10 connected with the construction, operation or maintenance of the pipeline and
11 appurtenances. Kingsbury General Improvement District agrees to restore the
12 shore zone to the condition which existed prior to said activities or to an
13 enhanced condition.

14 7. At no time shall any excavated material, construction related waste
15 material, silt, floating debris or water be discharged or deposited into the
16 lake. All excavated material, silts, pumped water, etc., shall be retained on
17 upland property for subsequent treatment and evaporation or transported to an
18 acceptable public dump site.

19 8. In the event that equipment is used in the bed of the lake, the
20 equipment must be cleaned and inspected for leaks prior to entrance into the
21 lake.

22 9. The proposed pipeline and appurtenances must be constructed per the
23 specifications on the approved plans on file in the Division of State Lands
24 office. Any deviation from the approved plans will require Division of State
25 Lands approval prior to any changes.

26 10. The intake manifold structure must be low velocity with intake screen
27 mesh of five/thirty seconds (5/32) or less.

28 11. Only clean ONE (1) inch stream gravel backfill will be acceptable as new
29 lake substrate.

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1 12. The design and location of the pipeline and appurtenances must avoid
2 being a hazard to top line anglers where possible.

3 13. The existing EIGHT (8) inch and EIGHTEEN (18) inch intake pipelines and
4 appurtenances, as described in the Right-of-Way Easement recorded March 12,
5 1979, in Book 379 of Official Records, Page 476, Douglas County, State of
6 Nevada, must be removed from the waters of Lake Tahoe within ONE (1) year
7 after the date their use is discontinued and/or they become inoperative.

8 14. Upon completion of the construction project, all foreign materials will be
9 removed from the lake bottom and the bottom will be restored to a natural
10 condition.

11 15. The Division of State Lands must be notified at least TWO (2) days prior
12 to commencement of any future maintenance work on the intake pipeline and
13 appurtenances.

14 16. This Easement and Right-of-Way are subject to the acquisition of all
15 necessary permits and approvals.

16 17. Kingsbury General Improvement District, its successors and assigns, agrees
17 to remove the herein described TWENTY-FOUR (24) inch intake pipeline and
18 appurtenances from the waters of Lake Tahoe within ONE (1) year after the
19 date its use is discontinued and/or it becomes inoperative.

20 GRANTOR hereby reserves the right to assess a rental fee at such time
21 in the future as the same may be required by law. Said fee not to be
22 retroactive but to commence at time authorized pursuant to statute. The
23 Easement and Right-of-Way granted by GRANTOR and as described more
24 particularly herein shall continue so long as the same may be necessary and
25 required for the purposes for which it was granted, and if at any time the
26 GRANTEE should discontinue said use for a period of ONE (1) year said
27 Easement and Right-of-Way shall thereupon terminate, and all right, title and
28 interest therein shall revert to GRANTOR, its successors and assigns.

29 The provisions of this grant shall be binding upon and inure to the
30 benefit of the parties hereto, together with their successors and assigns.

1 IN WITNESS WHEREOF, the parties hereto have subscribed this Easement
2 on the day and year first above written.

3 GRANTOR:

4 STATE OF NEVADA
5 Division of State Lands

6 By: *P. Wilcox*
7 PAMELA B. WILCOX
8 Administrator and Ex-Officio
9 State Land Registrar, Division
10 of State Lands

GRANTEE:

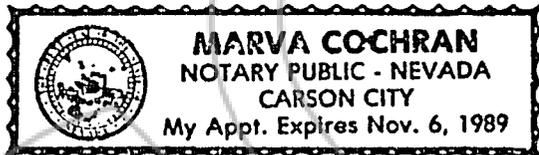
KINGSBURY GENERAL
IMPROVEMENT DISTRICT

By: *Candice Taraporevala*
CANDICE TARAPOREVALA
General Manager
Kingsbury General Improvement
District

10 STATE OF NEVADA)
11 CITY OF CARSON CITY) ss.

12 On July 31,
13 1989, personally appeared before me,
14 a notary public, PAMELA B. WILCOX,
15 Administrator and Ex-Officio State
16 Land Registrar, Division of State
17 Lands, who acknowledged that she
18 executed the above instrument.

16 *Marva Cochran*
17 NOTARY PUBLIC



I concur in the Foregoing Pursuant
to NRS 322.050

Robert J. Miller
ROBERT J. MILLER

22 APPROVED:

23 DEPARTMENT OF CONSERVATION
24 AND NATURAL RESOURCES

25 By: *Roland D. Westergard*
26 ROLAND D. WESTERGARD
27 Director

APPROVED as to Form

BRIAN MCKAY
Attorney General

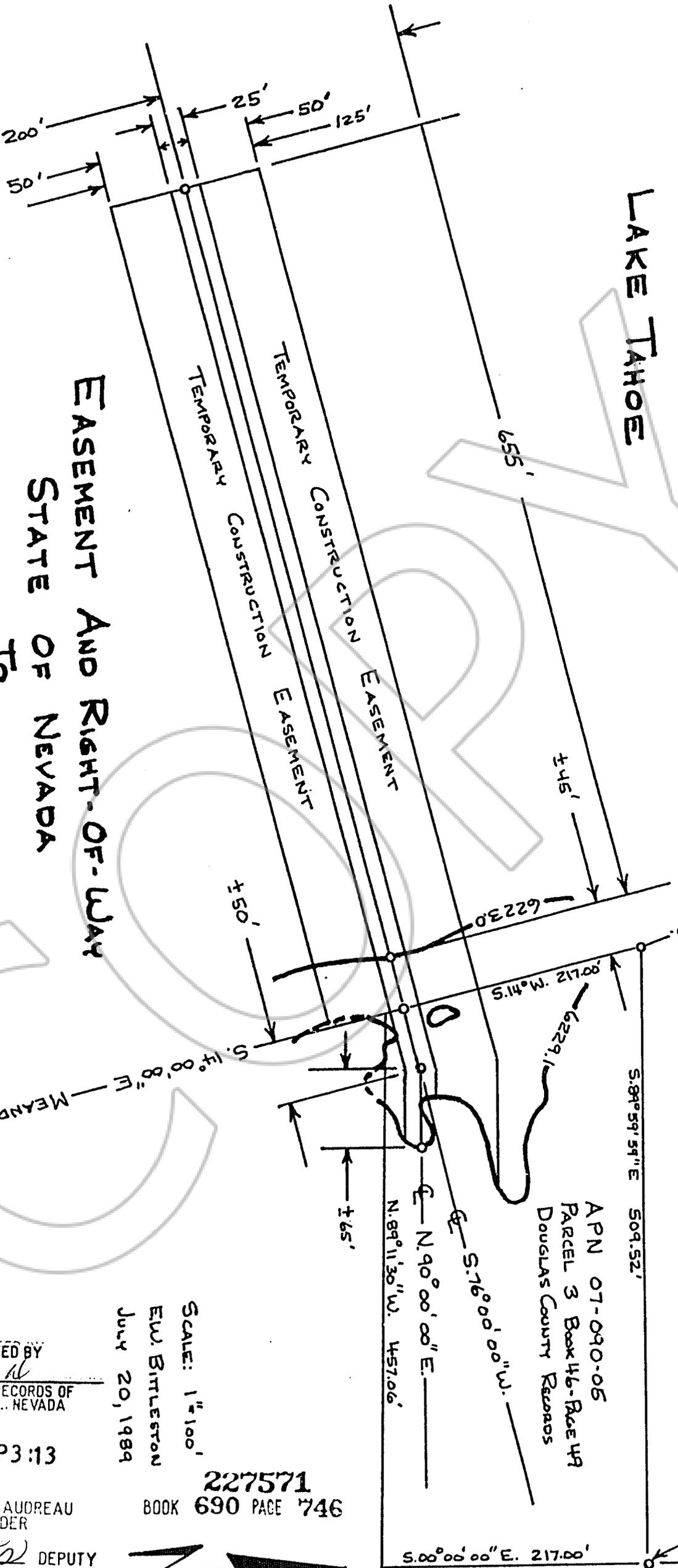
By: *A. Scott Bodeau*
A. SCOTT BODEAU
Deputy Attorney General

LAKE TAHOE

LOT 2

WEST 1/6 CORNER
SECTION 22
T.13N., R.18E., M.08&M.

APN 07-090-05
PARCEL 3 Book 46-Page 49
DOUGLAS COUNTY RECORDS



EASEMENT AND RIGHT-OF-WAY
STATE OF NEVADA
TO
KINGSBURY GENERAL IMPROVEMENT DISTRICT
SW 1/4 SECTION 22 T.13N., R.18E., M.08&M.

REQUESTED BY
[Signature]
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

90 JUN -6 P3:13

SCALE: 1"=100'
E.W. BITTLESTON
JULY 20, 1989

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SUZANNE BEAUDREAU
RECORDER
\$10.00 PAID *[Signature]* DEPUTY

