

21 ✓ JWA CONSULTING & INC. FNC.
ROBERT N. HANFORD
P.O. Box 1819
ZEPHYR COVE, NV 89448

EASEMENT

1 THIS INDENTURE, made this 23rd day of April, 1990, by and between
2 Robert L. Helms, as Trustee of the Robert L. Helms and Pauline F. Helms Family
3 Trust, hereinafter referred to only as party of the first part, and DOUGLAS COUNTY
4 SEWER IMPROVEMENT DISTRICT NO. 1, municipal corporation, hereinafter refer-
5 red to only as party of the second part,

WITNESSETH:

7 That for and in consideration of the sum of One Thousand Dollars (\$1,000), cash
8 in hand paid, the receipt of which is hereby acknowledged, and other good and valuable
9 consideration, the party of the first part has this day bargained and sold and by these
10 presents does bargain and sell, transfer, and deliver unto party of the second part a per-
11 petual non-exclusive easement and right-of-way to construct, maintain, repair, replace
12 and rebuild an underground pipeline, valves and appurtenances, for the purpose of con-
13 veying treated sewage effluent over, across, through and under the lands hereinafter
14 described, together with the right to excavate and level ditches and/or trenches for the
15 location of said facilities; and the further right to remove trees, bushes, undergrowth and
16 any other obstructions interfering with the location, construction and maintenance of said
17 facilities provided second party has the obligation to replace any improvements removed
18 without any interference with first party's use of said improvements.

19 Second party agrees to maintain and repair, at its expense, said underground
20 pipeline, valves and appurtenances. The second party shall hold first party harmless
21 from and against any improvements constructed by the second party upon the easement
22 granted hereby. Second party agrees to defend, indemnify, and hold first party harmless

1 from and against any claim or liability by third persons for personal injury, death, or
2 property damages arising out of or related to the improvements to be constructed by
3 second party or its agents upon the easement granted hereby or the activities of second
4 party or its agents upon said easement. Second party covenants and agrees that its
5 activities upon the easement granted hereby shall not interfere with or impair the
6 activities and use by first party or their successors in interest upon the adjoining real
7 property and in the event of such interference or impairment, second party shall pay to
8 first party any damages caused by the same.

9 The easement granted hereby is non-exclusive, and first party retains the right to
10 use the real property covered hereby in any reasonable manner which does not interfere
11 with the uses of second party which are described above.

12 This instrument contains the entire agreement between the parties relating to the
13 rights herein granted and the obligations herein assumed. Any oral representations or
14 modifications concerning this instrument shall be of no force and effect except in a sub-
15 sequent modification in writing, signed by the party to be charged. In the event of any
16 controversy, claim or dispute relating to this instrument or the breach thereof, the pre-
17 vailing party shall be entitled to recover from the losing party reasonable expenses,
18 attorney's fees and costs. This instrument shall bind and inure to the benefit of the
19 respective heirs, personal representatives, successors and assigns of the parties hereto.

20 The land affected by the grant of this easement and right-of-way is located in the
21 County of Douglas, State of Nevada, and is more particularly described as follows, to wit:

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An easement 20 feet wide, the center line of which is described as follows:

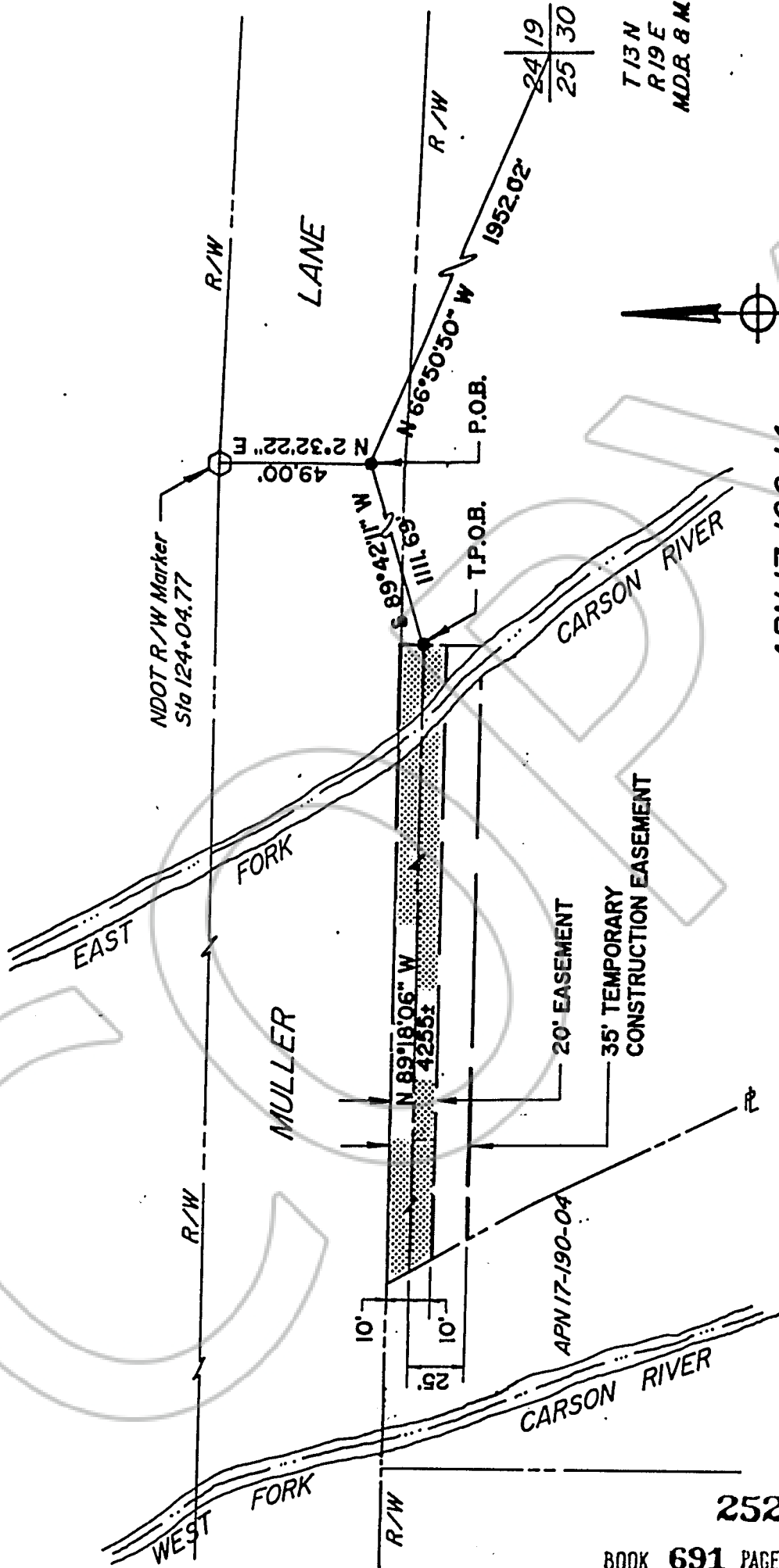
Commencing at the southeast section corner of Section 24, T 13 N, R 19 E, M.D.B.& M. in Douglas County, Nevada (refer to Exhibit "B"); said section corner being common to Sections 24, 19, 30 and 25; thence North $66^{\circ} 50' 50''$ West, 1,952.02 feet; said point being the point of beginning, the basis of bearing being the Northwest $1/4$ section line of Section 17, T 13 N, R 21 E, M.D.B.& M., which bears North $0^{\circ} 47'$ West, from said point of beginning a State of Nevada Highway right-of-way marker, on the northern right-of-way of Muller Lane, labelled "Sta 124 + 04.77" bears North $2^{\circ} 32' 22''$ East, 49.00 feet; thence South $89^{\circ} 42' 11''$ West, 1,111.69 feet to the true point of beginning; thence North $89^{\circ} 18' 06''$ West, 4255 feet more or less terminating at the intersection of the western property line of the parcel described in Book 288, Page 2052, Document No. 172638 of the Official Records of Douglas County, Nevada.

Excepting therefrom any portion lying within the ordinary high water mark of the East Fork Carson River.

The sidelines of said easement shall be lengthened or shortened to intersect the western property line of said parcel.

Together with a temporary easement for construction purposes over a strip of land 35 feet wide over the hereinabove described centerline being 10 feet on the northerly side and 25 feet on the southerly side of the centerline, which such temporary easement shall be automatically abandoned upon completion of construction of improvements described hereinabove and in any event no later than two years from the date hereof.

APN 17-190-21



APN 17-190-14
HELMS

(RECORD BEARING) - BOOK X OF DEEDS, PAGE 511, OFFICIAL
RECORDS OF DOUGLAS CO., NV

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BOOK 691 PAGE 377



EFFLUENT REUSE PROJECT EXPORT FORCE MAIN EXTENSION
EXHIBIT "B" HELMS, APN 17-190-14

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N.T.S.

An easement 20 feet wide the centerline of which is described as follows:

Beginning at the southeast section corner of Section 24, T 13 N, R 19 E, M.D.B. & M. in Douglas County, Nevada (refer to Exhibit "C"); said section corner being common to Sections 24, 19, 30 and 25; thence North $21^{\circ} 32' 05''$ West, 740.53 feet to the State of Nevada highway right-of-way marker at Station 139+29.03 on the southern right-of-way of Muller Lane; thence South $89^{\circ} 16' 30''$ East, 2776.28 feet along said right-of-way line to the true point of beginning; said point being common to the northern property line of the parcel described in Book 288, Page 2052, Document No. 172638 of the Official Records of Douglas County, Nevada, the basis of bearing being the Northwest 1/4 section line of Section 17, T 13 N, R 21 E, M.D.B. & M., which bears North $0^{\circ} 47'$ West, thence from said true point of beginning; South $34^{\circ} 27' 51''$ East, 84.88 feet to a point on the western right-of-way of U.S. Highway 395; said point being common to the eastern property line of said parcel and bearing North $77^{\circ} 07' 04''$ East, 2618.17 feet from the southeast section corner of Section 24.

The sidelines of said easement shall be lengthened or shortened to intersect the northern and eastern property lines of said parcel.

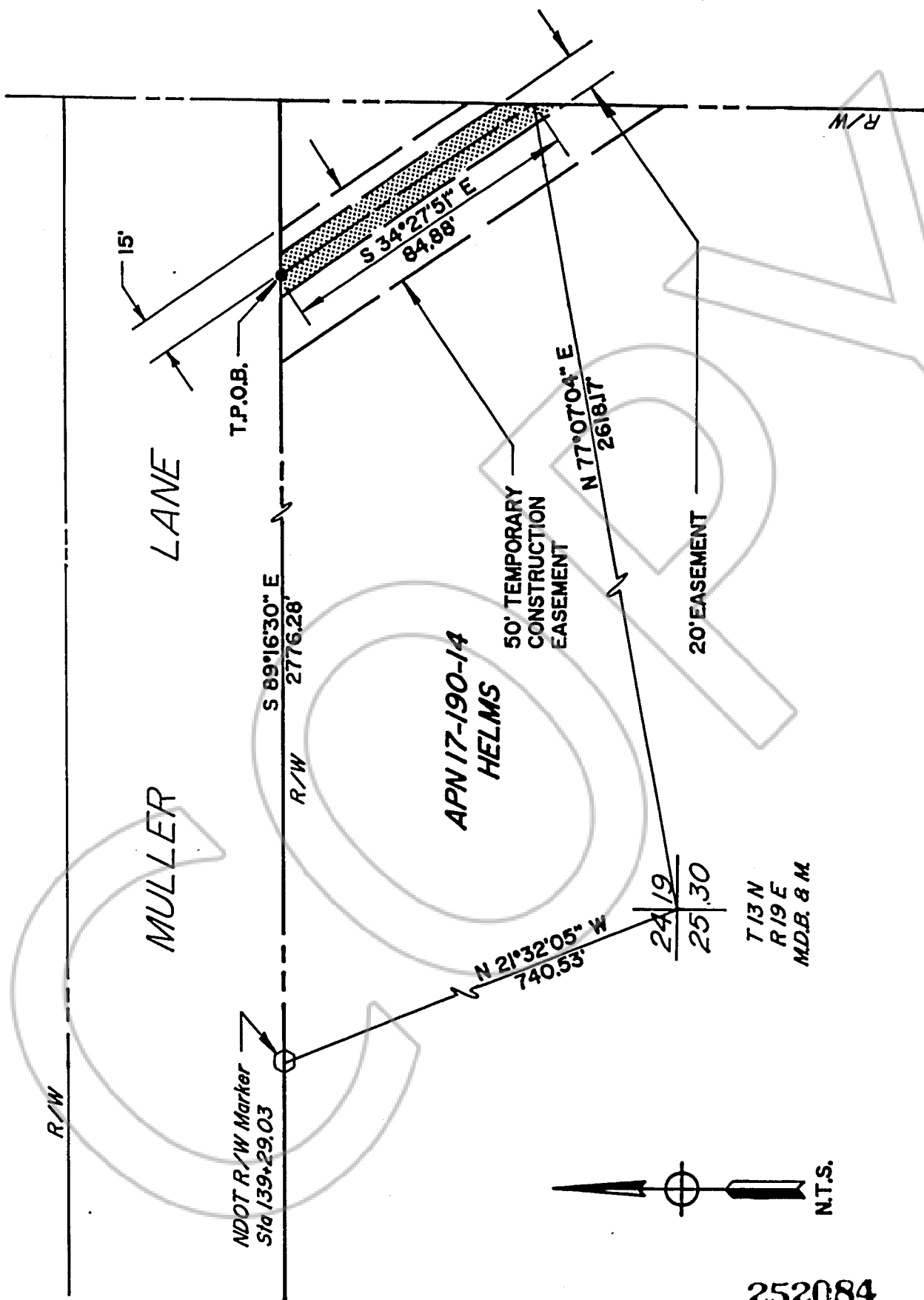
Together with a temporary easement for construction purposes over a strip of land 50 feet wide over the hereinabove described centerline being 15 feet on the northeasterly side and 35 feet on the southwesterly side of the centerline, which such temporary easement shall be automatically abandoned upon completion of construction of improvements described hereinabove and in any event no later than two years from the date hereof.

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U.S. HIGHWAY 395

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EFFLUENT REUSE PROJECT EXPORT FORCE MAIN EXTENSION
EXHIBIT "C" HELMS, APN 17-190-14



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An easement with the following described centerline:

Beginning at the southeast section corner of Section 24, T 13 N, R 19 E, M.D.B& M. in Douglas County, Nevada (refer to Exhibit "D"); said section corner being common to Sections 24, 19, 30 and 25; thence North $44^{\circ} 47' 32''$ East, 3727.90 feet to a point on the western property line of the parcel described in Book 288, Page 2052, Document No. 172638, of the Official Records of Douglas County, Nevada; said point being common to the eastern right-of-way of U.S. Highway 395 and being the true point of beginning (pipeline station 81+33.52), the basis of bearing being the Northwest 1/4 section of Section 17, T 13 N, R 21 E, M.D.B.& M., which bears North $0^{\circ} 47'$ West.

Thence from said true point of beginning a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 56' 03''$ East, 1211.5 feet (pipeline station 93+45.02).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 56' 03''$ East, 80 feet (pipeline station 94+25.02).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 56' 03''$ East, 1239 feet (pipeline station 106 + 64.02).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 56' 03''$ East, 130 feet (pipeline station 107 + 94.02).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 56' 03''$ East, 1233.60 feet (pipeline station 120 + 27.62); thence North $89^{\circ} 54' 14''$ East, 1334.16 feet (pipeline station 133 + 61.78).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 54' 14''$ East, 76 feet (pipeline station 134 + 37.78).

Thence North $89^{\circ} 55' 23''$ East, 12 feet (pipeline station 134 + 49.78).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 23''$ East, 1138 feet (pipeline station 145 + 87.78).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 55' 23''$ East, 95 feet (pipeline station 146 + 82.78).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 23''$ East, 1228.22 feet (pipeline station 159 + 11.00).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 55' 23''$ East, 25 feet (pipeline station 159 + 36.00).

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Thence North 89° 54' 41" East, 65 feet (pipeline station 160 + 01.00).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North 89° 54' 41" East, 1123 feet (pipeline station 171 + 24.00).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North 89° 54' 41" East, 110 feet (pipeline station 172 + 34.00).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North 89° 54' 41" East, 24.51 feet to a point (pipeline station 172 + 58.51) on the eastern property line of said parcel; said point bearing North 77° 15' 21" East, 12,048.23 feet from the southeast section corner of Section 24.

The sidelines of said easement shall be lengthened or shortened to intersect the western and eastern property lines of said parcel; said eastern property line being common to the parcel described in Book 1084, Page 1021, Document No. 108318, of the Official Records of said county.

Together with a temporary easement 50 feet wide for construction purposes over the hereinabove described centerline, being 15 feet on the northerly side and 35 feet on the southerly side of the centerline.

Together with a temporary easement 5 feet wide for construction purposes bound on the north by a portion of the northerly property line of said parcel; said portion being common to the southerly property lines of the parcels described in the Official Records of said county as filed in Book 1084, Page 1021, Document No. 108318 and Book 389, Page 2504, Document No. 198448 and a portion of the southerly property line of the parcel described in Book 886, Page 4, Document No. 138368 of Official Records of said county.

Such temporary easements shall be automatically abandoned upon completion of construction of improvements described hereinabove and in any event no later than two years from the date hereof.

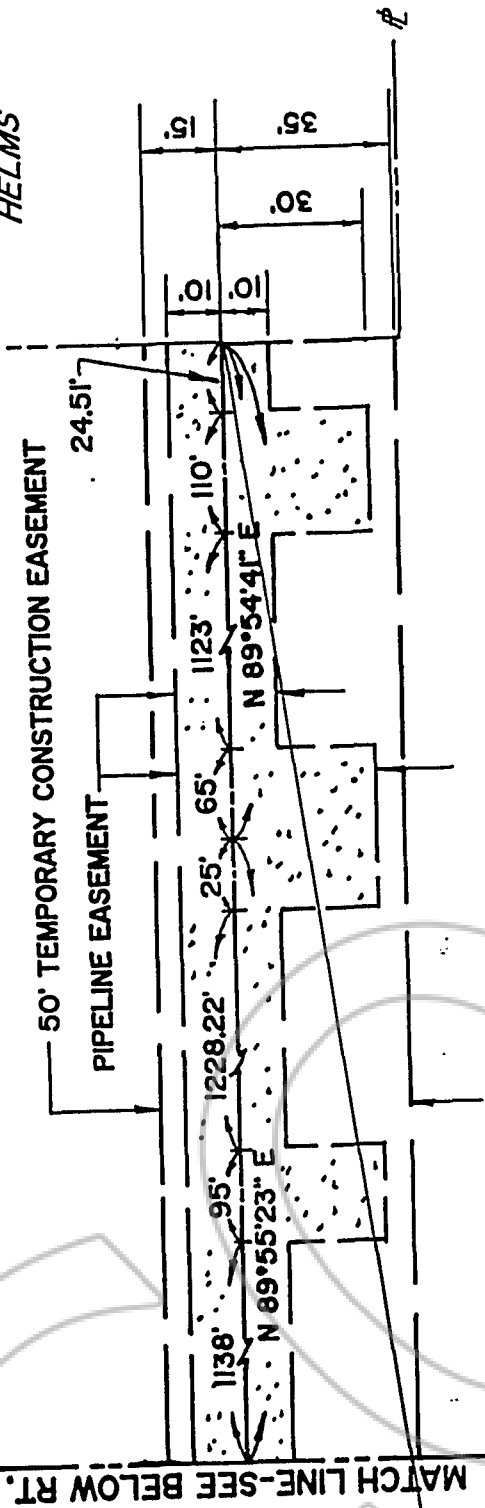
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APN 23-010-62
HELMS

APN 23-010-56
HELMS



MATCH LINE-SEE BELOW RT.

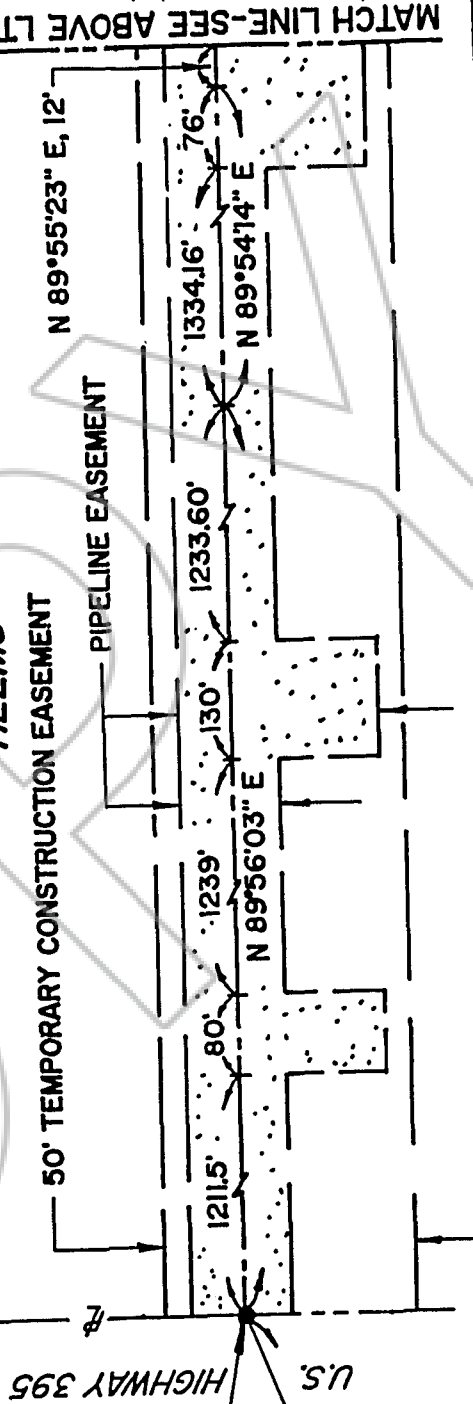


N.T.S.

24 19
25 30
N 77°15'21\" E
12,048.23'

T 13 N
R 19 E
M.D.B. & M.

APN 23-010-62
HELMS



MATCH LINE-SEE ABOVE LT.

HIGHWAY 395
U.S.

T.P.O.B.

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24 19
25 30
N 44°47'32\" E
3721.69'

T 13 N, R 19 E, M.D.B. & M.



EFFLUENT REUSE PROJECT EXPORT FORCE MAIN EXTENSION
EXHIBIT "D" HELMS, APN 23-010-62

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An easement with the following described centerline:

Beginning at the northeast corner of the southeast quarter section of Section 22, T 13 N, R 20 E, M.D.B.& M. in Douglas County, Nevada (refer to Exhibit "E"); thence North $89^{\circ} 52' 41''$ West, 9257.05 feet to a point on the western property line of the parcel described in Book 1084, Page 1021, Document No. 108318, of Official Records of Douglas County, Nevada; said point being the true point of beginning (pipeline station 172 + 58.51), the basis of bearing being the Northwest 1/4 section line of Section 17, T 13 N, R 21 E, M.D.B.& M., which bears North $0^{\circ} 47'$ West.

Thence from said true point of beginning a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 00''$ East, 1206.5 feet (pipeline station 184 + 65.01).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 55' 00''$ East, 120 feet (pipeline station 185 + 85.01).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 00''$ East, 1240 feet (pipeline station 198 + 25.01).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 55' 00''$ East, 110 feet (pipeline station 199 + 35.01).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 00''$ East, 1230 feet (pipeline station 211 + 65.01).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 55' 00''$ East, 90 feet (pipeline station 212 + 55.01).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 00''$ East, 1208 feet (pipeline station 224 + 63.01).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 55' 00''$ East, 100 feet (pipeline station 225 + 63.01).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 00''$ East, 1212 feet (pipeline station 237 + 75.01).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet of the southerly side of the centerline bearing North $89^{\circ} 55' 00''$ East, 110 feet (pipeline station 238 + 85.01).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 00''$ East, 1309.23 feet to a point (pipeline station 251 + 94.24) on the eastern property line

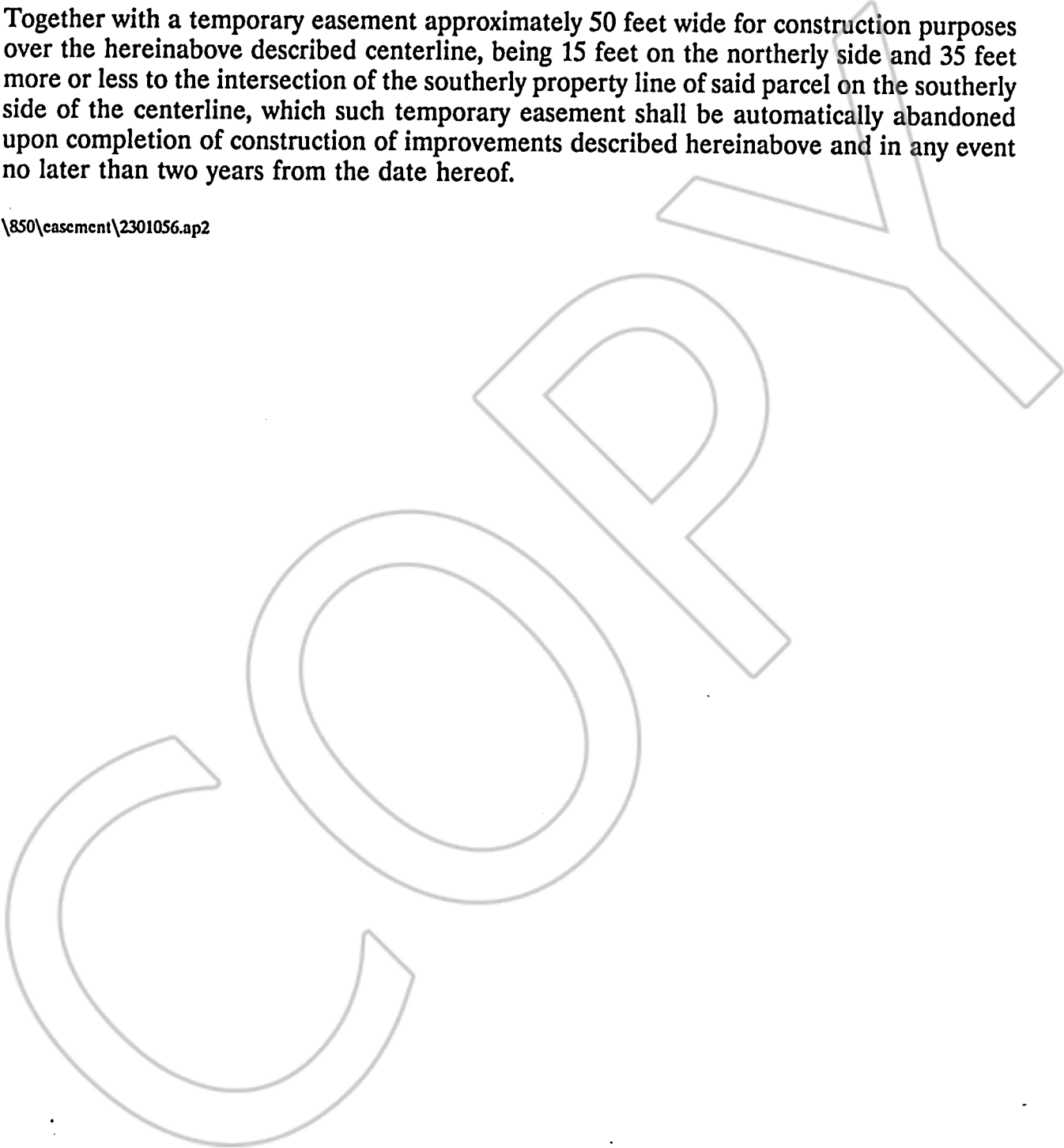
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of said parcel; said point bearing North 88° 38' 44" West, 1321.68 feet from the northeast corner of the southeast quarter section of Section 22.

The sidelines of said easement shall be lengthened or shortened to intersect the western and eastern property lines of said parcel.

Together with a temporary easement approximately 50 feet wide for construction purposes over the hereinabove described centerline, being 15 feet on the northerly side and 35 feet more or less to the intersection of the southerly property line of said parcel on the southerly side of the centerline, which such temporary easement shall be automatically abandoned upon completion of construction of improvements described hereinabove and in any event no later than two years from the date hereof.

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APN 23-010-56
HELMS

50± TEMPORARY CONSTRUCTION EASEMENT

APN 23-010-55
HELMS

EASEMENT

MATCH LINE-SEE BELOW RT.
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NE 1/4 Corner
SE 1/4 Section 22

N 88°38'44" W
1321.68'

HELMS, APN 23-010-62

T 13 N, R 20 E, M.D.B. & M.

50± TEMP CONST ESMT
EASEMENT

APN 23-010-56
HELMS

MATCH LINE-SEE ABOVE LT.

NE 1/4 Corner
SE 1/4 Section 22

N 89°52'41" W
9257.05'

APN 23-010-62
HELMS

T 13 N, R 20 E, M.D.B. & M.

T.P.O.B.

EFFLUENT REUSE PROJECT EXPORT FORCE MAIN EXTENSION
EXHIBIT "E" HELMS, APN 23-010-56

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An easement with the following described centerline:

Beginning at the northeast corner of the southeast quarter section of Section 22, T 13 N, R 20 E, M.D.B. & M. in Douglas County, Nevada (refer to Exhibit "F"); thence North $88^{\circ} 38' 43''$ West, 1321.48 feet to a point on the western property line of the parcel described in Book 389, Page 2504, Document No. 198448, of the Official Records of Douglas County, Nevada; said point being the true point of beginning (pipeline station 251+94.24), the basis of bearing being the Northwest 1/4 section line of Section 17, T 13 N, R 21 E, M.D.B.& M., which bears North $0^{\circ} 47'$ West.

Thence from said true point of beginning a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 00''$ East, 516 feet (pipeline station 257+10.24).

Thence a 40 feet width being 10 feet on the northerly side and 30 feet on the southerly side of the centerline bearing North $89^{\circ} 55' 00''$ East, 75 feet (pipeline station 257+85.24).

Thence a 20 feet width being 10 feet on each side of the centerline bearing North $89^{\circ} 55' 00''$ East, 723.70 feet to a point (pipeline station 265+08.94) on the eastern property line of said parcel; said point bearing North $00^{\circ} 41' 00''$ West, 33.24 feet from the southeastern property corner of said parcel which bears South $89^{\circ} 10' 08''$ West, 6.01 feet from the northeast corner of the southeast quarter section of Section 22.

The sidelines of said easement shall be lengthened or shortened to intersect the western and eastern property lines of said parcel.

Together with a temporary easement approximately 50 feet wide for construction purposes over the hereinabove described centerline, being 15 feet on the northerly side and 35 feet more or less to the intersection of the southerly property line of said parcel on the southerly side of the centerline, which such temporary easement shall be automatically abandoned upon completion of construction of improvements described hereinabove and in any event no later than two years from the date hereof.

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N.T.S.

APN 23-010-55
HELMS

50'± TEMPORARY CONSTRUCTION EASEMENT

PIPELINE EASEMENT

APN 23-010-56
HELMS

T.P.O.B.

N 89°55'00" E
723.70'
N 88°38'43" W
1321.48'

30'
N 00°41' W
33.24'
35'±

NE 1/4 Corner
SE 1/4 Section 22
T 13 N
R 20 E
M.D.B. & M.

S 89°10'08" W
6.01'

APN 23-010-62
HELMS

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EFFLUENT REUSE PROJECT EXPORT FORCE MAIN EXTENSION
EXHIBIT "F" HELMS, APN 23-010-55

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1 This grant of easement is subject to the terms, provisions and restrictions con-
2 tained in Exhibit A attached hereto and made a part hereof.

3 TO HAVE AND TO HOLD said easements and rights-of-way unto party of the
4 second part and unto its successors and assigns forever.

5 IN WITNESS WHEREOF, party of the first part has executed his instrument the
6 day and year first above written.

7 *Robert L. Helms*
8 Robert L. Helms, Trustee

9 STATE OF NEVADA)
10 :
11 COUNTY OF DOUGLAS)

12 On this 23rd day of April, 1991, personally appeared before me,
13 a Notary Public, Robert L. Helms, who acknowledged to me that he
14 executed the foregoing document.

15 *Michelle Welch*
16 NOTARY PUBLIC MICHELLE WELCH
NOTARY PUBLIC - NEVADA
WASHOE COUNTY
My Appt. Expires Dec. 7, 1993

17 =====
18 Accepted on behalf of Douglas County Sewer Improvement District No. 1 this _____
19 day of 5-31, 1991.

21 *John J. Fuella*
22 Chairman, Douglas County Sewer Improvement District No. 1

23 STATE OF NEVADA)
24 :
25 COUNTY OF DOUGLAS)

26 On this 3/04 day of May, 1991, personally appeared before me,
27 a Notary Public, John J. Fuella, who acknowledged to me that he
28 executed the foregoing document.

29 *Susan Henson*
30 NOTARY PUBLIC

31  SUSAN HENSON (SEAL)
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES JULY 11, 1992

EXHIBIT A

1. There will be only one pipeline in the right-of-way and surface use will be confined to fifty (50) feet in width during construction, and thereafter the right-of-way will revert to twenty (20) feet in width. The Second Party shall not assign any rights granted by the Grant or this agreement to a third party and use shall be confined to the right-of-way granted herein. The top of the pipeline shall be buried a minimum of sixty inches (60") below the existing surface elevation of the right-of-way and Second Party shall maintain such depth during the term hereof.
2. First Party shall have the right to require relocation of the pipeline and any appurtenances thereto at First Party's expense. First Party will notify Second Party sixty (60) days prior to relocation operations. Second Party will perform the relocation operations in a timely manner and such costs attributable thereto shall be competitively priced. First Party will not be liable nor held responsible for any service disruptions of said pipeline during relocation operations and Second Party will perform such operations expeditiously.
3. Second Party shall provide First Party with six (6) turnouts available only for discharge from the District pipeline at such locations as First Party shall select and shall so advise Second Party prior to the commencement of construction. The location of such turnouts shall be disclosed in construction plans to be approved by First Party.
4. The right-of-way granted herein shall revert to the First Party should the pipeline be abandoned or not used for a period of eighteen (18) months. Ownership shall revert to the First Party unless the Second Party removes the pipeline within six (6) months after the termination date of the grant. Upon reversion to First Party, Second Party agrees to execute and deliver to First Party a proper release of the easement granted herein.
5. The pipeline grant right-of-way and placement of appurtenances thereto shall be at locations approved by First Party. Second Party shall notify First Party within fifteen (15) days prior to the date of any construction subsequent to initial installation other than emergency operations. First Party reserves the right to request Second Party provide a representative for any on site meetings after construction.
6. Second Party shall restore the surface to its original contour, material profile and compaction. Second Party may negotiate damage payments to First Party in lieu of restoration provided, however, that First Party shall be under no obligation to accept damage payments in lieu of restoration. Second Party shall re-enter and correct any subsidence or erosion conditions that are the result of Second Party's construction activities for a period of one (1) year from the most recent construction. Said

correction shall be limited to the area(s) directly affected by the construction activity.

7. Second Party hereby acknowledges the presence of and will be held responsible for the repair or the replacement of any or all drain tiles or ditches, irrigation pipelines, or other improvements within the easement should such improvements be rendered inoperable or their use diminished due to Second Party's operations at any time during the term of this Grant. Prior to construction, First Party will notify Second Party of the location of all improvements known by First Party but will not be held responsible for any improvements not contained in said notice or not located or staked prior to construction. First Party shall not be held liable for any disturbance to the pipeline or right-of-way caused by the presence or activity of any drain ditch adjoining or running parallel to the right-of-way.
8. First Party reserves the right to lay, construct, reconstruct, repair, replace, maintain, operate, change the size of, increase the number of and remove irrigation or fencing improvements and any or all improvements of any type or nature that now or in the future cross, run parallel to above or below the right-of-way or pipeline and that are permitted by the terms of the Grant, including this Exhibit "A" without written notification to Second Party, so long as to do so would not impair the use of such facilities then in operation by Second Party.

850\easement\hclms\exhibit.A

REQUESTED BY
JWA Consulting Eng
THE OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER

252084

21⁰⁰ PAID KD DEPUTY

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