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1 '96 APR 17 A10 :09

EASEMENT AND RIGHT-OF-WAY

2 BARBARA REED
3 BY *[Signature]* DEPUTY
4 of *[Signature]*, 1996, by and between the STATE OF NEVADA, acting through the
5 Division of State Lands, hereinafter referred to as GRANTOR, and the Douglas County Department
6 of Public Works, its successors and assigns, hereinafter referred to as GRANTEE.

WITNESSETH:

7
8 FOR AND IN CONSIDERATION of the sum of rents hereinafter described and other good
9 and valuable consideration contained herein, receipt of which is hereby acknowledged, GRANTOR
10 does hereby grant to GRANTEE an easement and right-of-way for a ten (10) inch HDPE SDR 9
11 intake pipeline, two (2) submersible pumps, intake structure and supporting equipment in Lake
12 Tahoe, Douglas County, Nevada, with the right to construct, place, install, operate, inspect,
13 maintain, reconstruct and remove such pipeline and appurtenances together with a right-of-way
14 therefore and the right of ingress thereto and egress therefrom, across, upon, in and under the
15 following described real property:
16

**CAVE ROCK WATER SYSTEM
INTAKE PIPELINE, PUMPS AND INTAKE STRUCTURE
LAKE TAHOE EASEMENT**

17
18
19
20 A strip of land Ten (10) feet wide, lying below the natural high water line of Lake Tahoe
21 at elevation 6223.0 feet and within a portion of the northeast quarter (NE1/4) of Section 33 and the
22 northwest quarter (NW1/4) of Section 34, Township 14 North, Range 18 East, M.D.M., Douglas
County, Nevada, the centerline of which is more particularly described as follows:

23 BEGINNING at a point on the present ordinary and permanent high water mark of Lake
24 Tahoe at elevation 6229.1 feet which bears South 50° 07' 34" West, a distance of 2220.16 feet from
25 the north quarter (N1/4) corner of said Section 34, said point also being on the west face of the
26 existing pump house building, a distance of 1.83 feet from the southwest (SW) corner of said
27 building; thence North 73° 58' 57" West, a distance of 75.46 feet to the natural high water mark
28 of Lake Tahoe at elevation 6223.0 feet and the TRUE POINT OF BEGINNING; thence North 73°
58' 57" West, a distance of 44.65 feet; thence North 71° 25' 13" West, a distance of 10.21 feet;
thence 29.82 feet along the arc of a curve to the right having a central angle of 32° 03' 20" and a
radius of 53.30 feet, (chord bears North 55° 23' 33" West, 29.43 feet); thence North 39° 21' 53"
West, a distance of 13.36 feet; thence 154.48 feet along the arc of a curve to the left having a

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1 central angle of 39° 57' 50" and a radius of 221.48 feet, (chord bears North 59° 20' 48" West,
 2 151.37 feet); thence North 79° 19' 43" West, a distance of 119.69 feet; thence North 84° 26' 30"
 3 West, a distance of 73.91 feet; thence South 83° 56' 58" West, a distance of 327.90 feet; thence
 4 South 82° 24' 57" West, a distance of 111.69 feet; thence South 89° 10' 38" West, a distance of
 184.99 feet; thence North 82° 18' 46" West, a distance of 354.79 feet; thence North 50° 00' 55"
 West, a distance of 225.18 feet to the TRUE POINT OF ENDING.

5 Together with a right-of-way strip of land Ten (10) feet wide lying between the present
 6 ordinary and permanent high water mark of Lake Tahoe at elevation 6229.1 feet and the natural high
 7 water mark of Lake Tahoe at elevation 6223.0 feet and within a portion of the northwest quarter
 8 (NW1/4) of Section 34, Township 14 North, Range 18 East, M.D.M., Douglas County, Nevada
 pursuant to NRS 445.080, the centerline of which is more particularly described as follows:

9 BEGINNING at a point on the present ordinary and permanent high water mark of Lake
 10 Tahoe at elevation 6229.1 feet which bears South 50° 07' 34" West, a distance of 2220.16 feet from
 11 the north quarter (N1/4) corner of said Section 34, said point also being on the west face of the
 12 existing pump house building, a distance of 1.83 feet from the southwest (SW) corner of said
 building and the TRUE POINT OF BEGINNING; thence North 73° 58' 57" West, a distance of
 75.46 feet to the natural high water mark of Lake Tahoe at elevation 6223.0 feet and the TRUE
 POINT OF ENDING.

13
 14 FOR AND IN CONSIDERATION of this easement and right-of-way for pipeline purposes,
 15 GRANTEE hereby agrees to continue to pay a rental fee of TWO HUNDRED FIFTY DOLLARS
 16 (\$250.00) per year to the State of Nevada pursuant to NRS 322.060 and condition number seventeen
 17 (17) of the emergency authorization, to construct, place and install said pipeline and appurtenances
 18 in Lake Tahoe, dated June 5, 1992. Said fee to be paid annually in advance, commencing on July
 19 1, 1992 and on or before July 1 every year thereafter. The State of Nevada reserves the right to
 20 reassess and adjust the rental fees every FIVE (5) years.

21
 22 In further consideration for the grant of this easement and right-of-way, GRANTEE agrees
 23 to the following conditions:

- 24 1. This easement and right-of-way is subject to the acquisition of all necessary local, regional,
 25 state and federal permits and approvals.
- 26 2. This easement and right-of-way extends only to the bed and shore of the Lake Tahoe, below
 27 the present ordinary and permanent high water mark at elevation 6229.1 feet, and shall not
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1 be construed as to authorize access across private lands; access to the lake shall be by
2 established public routes and/or authorized access across other private lands.

- 3 3. GRANTEE, its successors and assigns, agree to indemnify and hold harmless the State of
4 Nevada and its agents from and against any and all liability for personal injuries, property
5 damage, or for loss of life or property resulting from, or in any way connected with the
6 condition or use of the premises covered herein, including any hazard, deficiency, defect or
7 other matter, known or unknown, arising out of or connected with the construction,
8 installation, operation, inspection, maintenance, reconstruction or removal of the pipeline and
9 appurtenances.
10
- 11 4. GRANTEE, its successors and assigns, agree to pay for and be responsible for all damages
12 to the real property, improvements and personal property of the State of Nevada caused by
13 GRANTEE or its contractor(s) while constructing, installing, operating, inspecting,
14 maintaining, reconstructing or removing the pipeline and appurtenances.
15
- 16 5. GRANTEE agrees that the pipeline and appurtenances will not be a hazard or obstruction
17 to navigation, fishing, or other recreational uses within the bed and shore of Lake Tahoe.
18
- 19 6. GRANTEE or its contractor(s) agree that at no time shall any excavated material,
20 construction related waste material, chemicals, petro-chemicals, silt or floating debris be
21 discharged or deposited into the lake. All excavated material, construction related waste
22 material, silt, etc., shall be retained above the said present ordinary and permanent high
23 water mark for subsequent treatment and evaporation or it shall be transported to an
24 acceptable public dump site.
25
- 26 7. GRANTEE or its contractor(s) agree to exercise due care to minimize the damage to existing
27 shorezone vegetation during all activities connected with the construction, installation,
28 operation, inspection, maintenance, reconstruction or removal of the pipeline and

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1 appurtenances. GRANTEE or its contractor(s) agree to restore the shorezone to the
2 condition which existed prior to said activities or to an enhanced condition approved by the
3 Division of State Lands.

- 4 8. GRANTEE, its successors and assigns, agree that pipeline and appurtenances must be
5 maintained in good repair at all times.
- 6 9. The Division of State Lands must receive a written request prior to commencement of any
7 future construction, installation, inspection, maintenance, reconstruction, removal or related
8 activities in connection with the pipeline and appurtenances whenever such work or related
9 activities would affect or impact the bed or shore of Lake Tahoe below the present ordinary
10 and permanent high water mark at elevation 6229.1 feet.
- 11 10. All other existing intake pipelines and appurtenances, if any, must be removed from the
12 waters of Lake Tahoe within ONE (1) year after the date their use is discontinued and/or
13 they become inoperative.
- 14 11. GRANTEE, its successors and assigns, agrees to remove the herein described intake pipeline
15 and appurtenances from the waters of Lake Tahoe within ONE (1) year after the date its use
16 is discontinued and/or it becomes inoperative.
- 17 12. Failure to concur with or comply with any of the conditions contained herein will cause this
18 easement and right-of-way to become invalid and will require the removal of the pipeline and
19 appurtenances.

20 This easement and right-of-way shall continue so long as the same may be necessary and
21 required for the purpose for which granted to the GRANTEE and if at any time the GRANTEE
22 should discontinue its use for a period of ONE (1) year, said easement and right-of-way shall
23 thereupon terminate, and all right, title and interest of the GRANTEE herein shall revert to the
24 GRANTOR, its successors and assigns. The GRANTEE, its successors and assigns, will release

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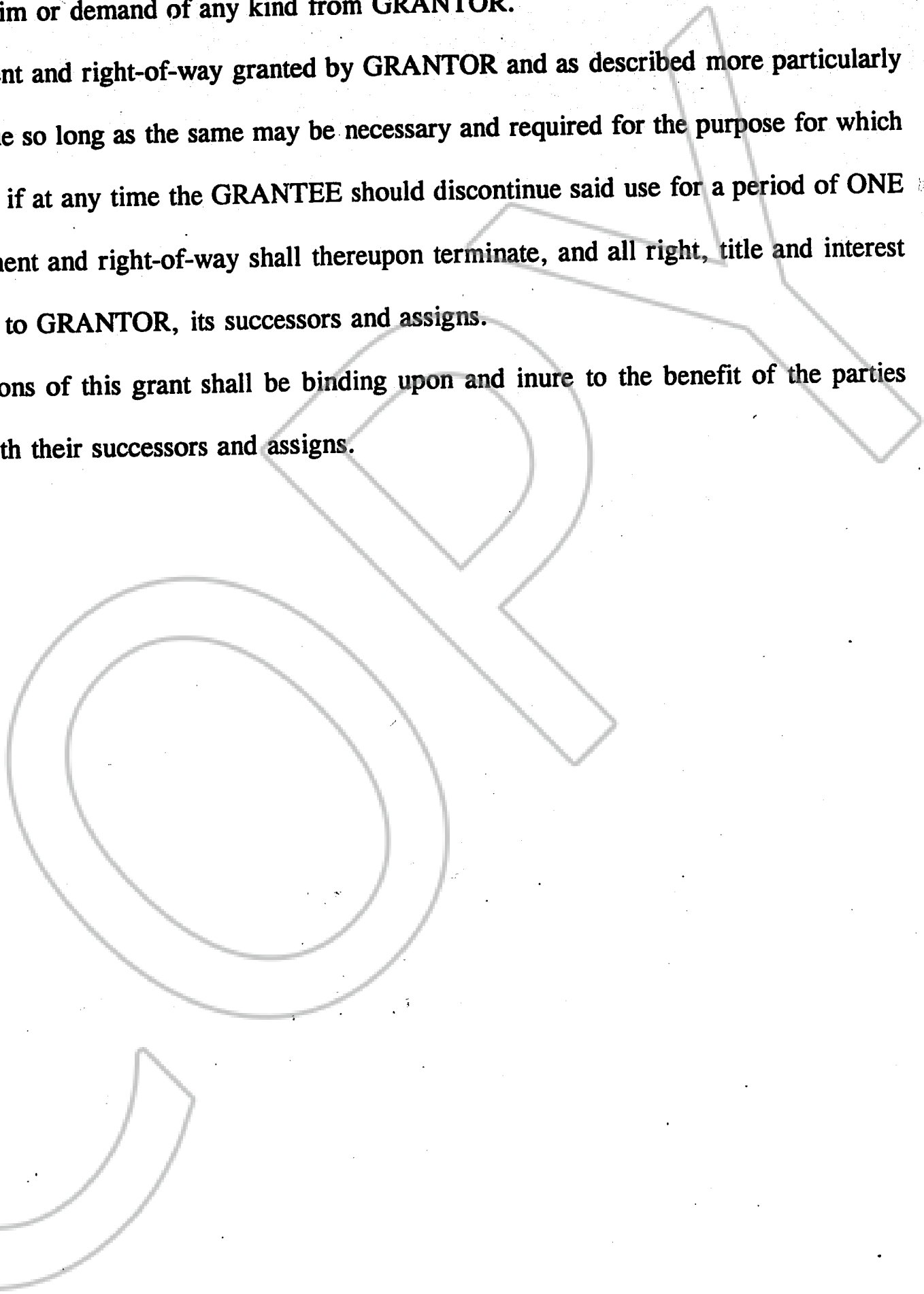


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and abandon said easement and right-of-way by instrument to the GRANTOR, within NINETY (90) DAYS, without claim or demand of any kind from GRANTOR.

This easement and right-of-way granted by GRANTOR and as described more particularly herein shall continue so long as the same may be necessary and required for the purpose for which it was granted, and if at any time the GRANTEE should discontinue said use for a period of ONE (1) year said easement and right-of-way shall thereupon terminate, and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

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



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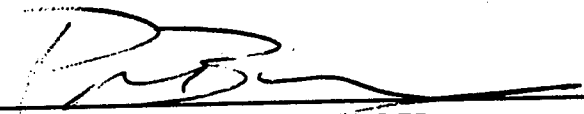
IN WITNESS WHEREOF, the parties hereto have subscribed this easement on the day and year first above written.

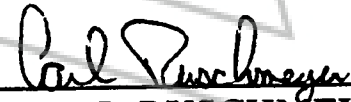
GRANTOR:

GRANTEE:

**STATE OF NEVADA
Division of State Lands**

**DOUGLAS COUNTY
Department of Public Works**

By: 
PAMELA B. WILCOX
Administrator and Ex-Officio
State Land Registrar

By: 
CARL RUSCHMEYER
County Water Engineer

STATE OF NEVADA)
) ss.
CARSON CITY)

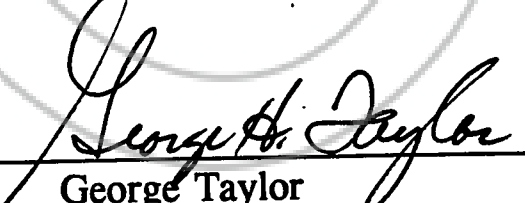
On March 12,
1996, personally appeared before me, a notary public, PAMELA B. WILCOX, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that she executed the above instrument.




NOTARY PUBLIC

APPROVED as to Form:

FRANKIE SUE DEL PAPA
Attorney General

By: 
George Taylor
Deputy Attorney General

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1/4 CORNER SECS. 27/34
T. 14 N., R. 18 E., M.D.M.

LAKE
TAHOE

EL. 6229.1

$550^{\circ}07'34''$ W
2220.16

MATCH POINT 1

SCALE: 1"=600'

LAKE TAHOE WATER INTAKE PIPELINE EASEMENT AND RIGHT-OF-WAY
STATE OF NEVADA TO DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
PORTIONS OF THE NE1/4 OF SECTION 33 AND NW1/4 SEC 34
TOWNSHIP 14 NORTH, RANGE 18 EAST, M. D. M.
DOUGLAS COUNTY

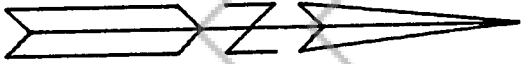
BY: E. W. BITTLESTON

MARCH 11, 1996

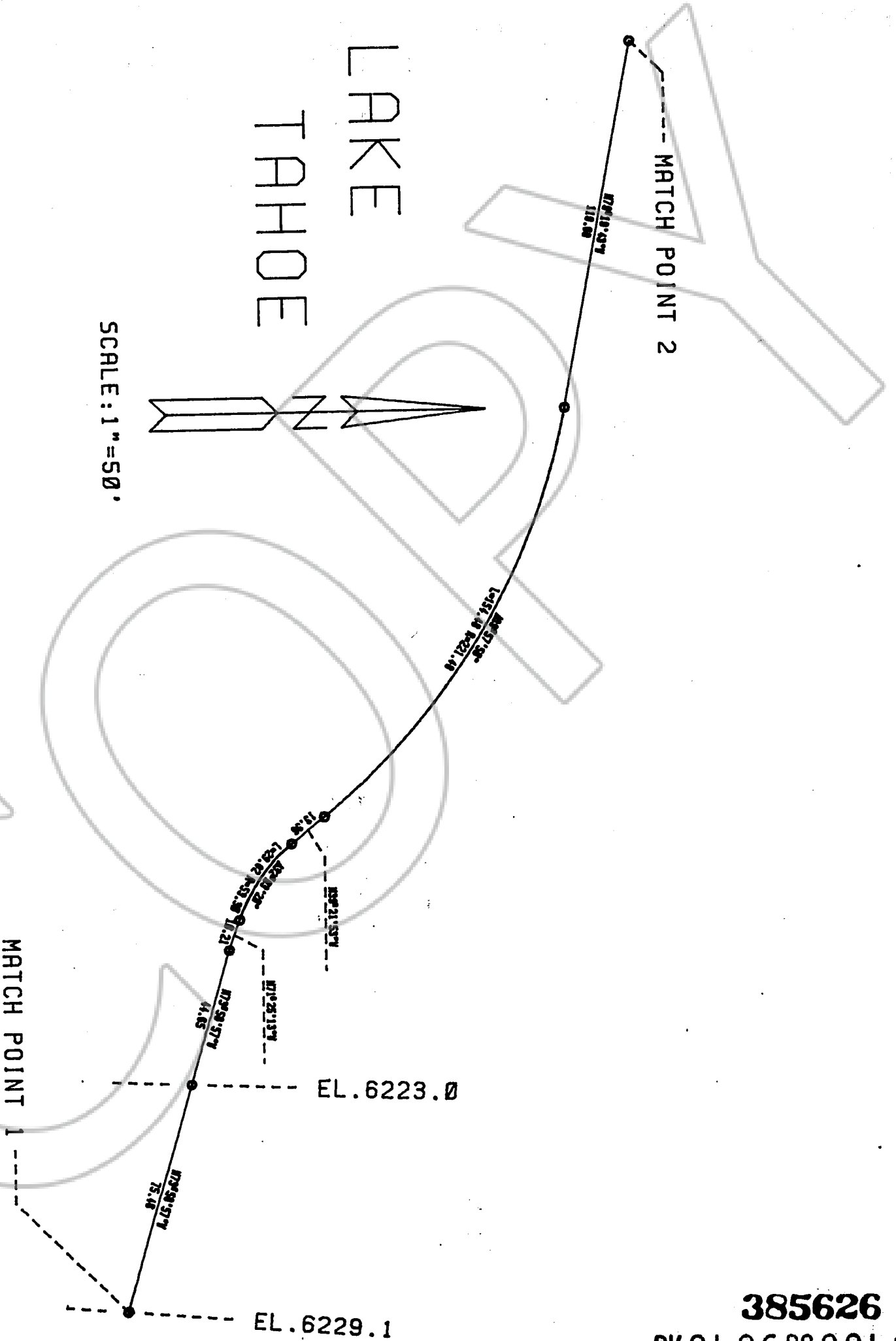
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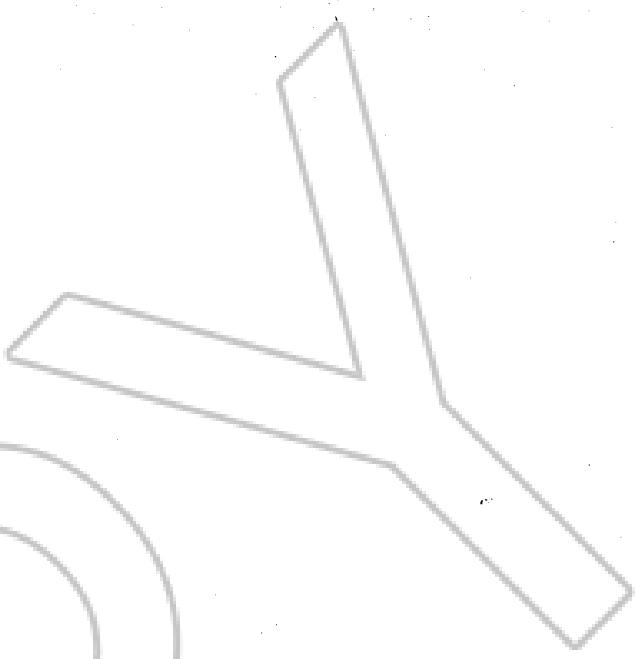
PAGE 1 OF 3

LAKE TAHOE

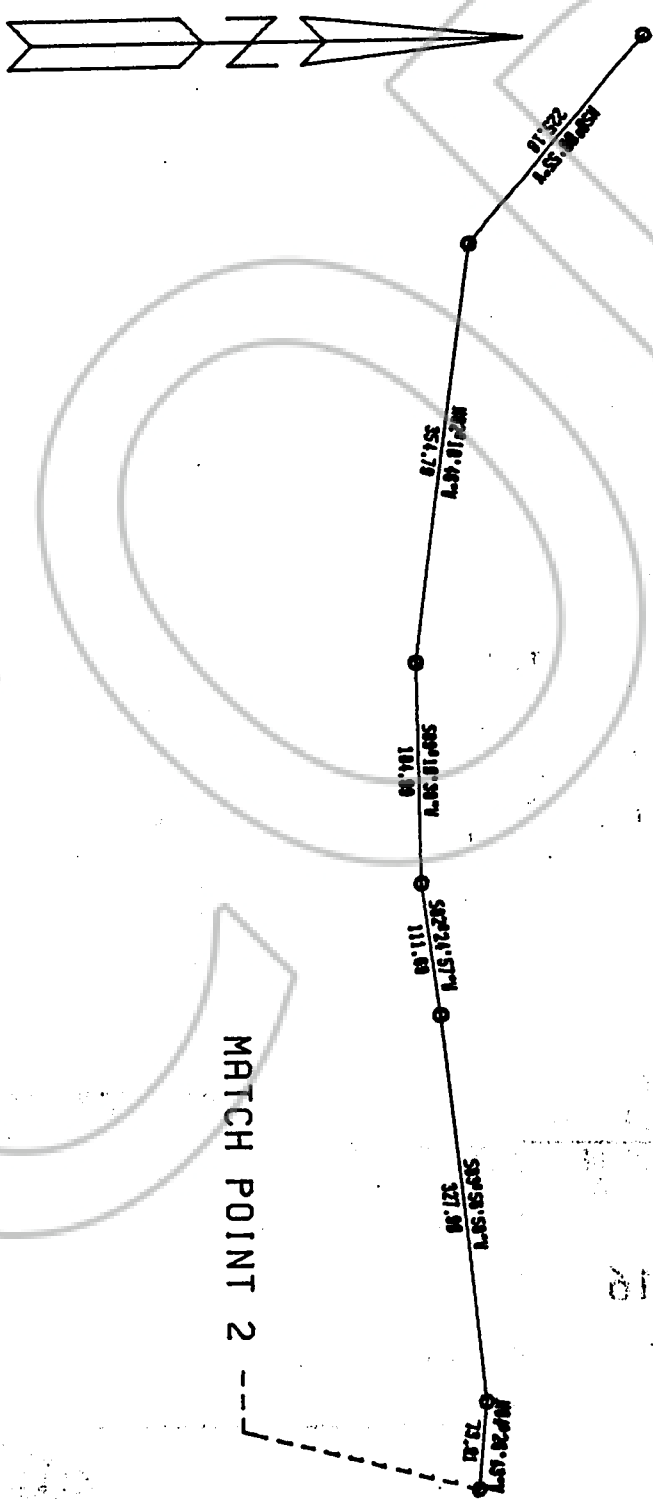


SCALE: 1"=50'





LAKE TRHOE



SCALE: 1" = 200'

MATCH POINT 2 ---

MARCH 11, 1996

DCDPW.EAS

PAGE 3 OF 3

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COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

'96 APR 17 AM 11:16

DATE: April 17, 1996
B. REED Clerk of the 5th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

LINDA SLATER
RECORDER

By Carol M. Mullock Deputy

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s. o PAID K2 DEPUTY

SEAL

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