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INTERLOCAL CONTRACT

Co-Location of Water infrastructure

BY *[Signature]* DEPUTY This inter-local contract is entered into by Douglas County (County), a political subdivision of the State of Nevada, and Indian Hills General Improvement District (District), a political subdivision organized under the provisions of NRS ch. 318.

RECITALS

NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint use of personnel, equipment and facilities for the promotion of the health, comfort, safety, life, welfare and property of the inhabitants which are parties to the contract.

The County and the District are each authorized to provide water services to customers within their respective service areas.

The District, by agreement with the Douglas County School District, did assume operational control and ownership of certain water facilities commonly called the Jacks Valley School Tank, including transfer to the Improvement District of the special use permit from the USFS for construction and operation of the Jacks Valley Water Tank upon the current location.

The County and District have determined that certain water facilities can be co-located for the benefit of the County and the District at the Jacks Valley School Tank location and that the co-location can provide for additional water flows and fire protection to both entities.

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Indian Hills GID 924-D Miles CCNU 89705

AGREEMENT

In consideration of the recitals stated above and the mutual promises contained in this contract, the District and the county agree as follows:

1. To co-locate water system facilities on property granted to the District through a special use permit issued by the United States Forest Service (USFS). The USFS has requested that a single entity be the contact point for the USFS in regard to the issuance, monitoring and compliance of the conditions of the special use permit (SUP).
2. The property on which the co-location will occur is depicted on exhibit "A" and is generally referred to as the "Jacks Valley School water tank site." The property will be more fully described in the special use permit granted from the USFS, which will be incorporated as a part of this agreement as exhibit "B".
3. The District and the County agree that the District has the ability to continue the responsibility for the ongoing maintenance of the site and compliance with the SUP, including any fees associated with the issuance of the SUP, and will be allowed to work with the USFS on behalf of both agencies to secure the SUP.
4. The County and the District agree that access to and operation and maintenance of the site shall be mutually agreed upon by the District and County Managers in consultation with the water systems operators. Both agencies shall have mutual access to their facilities, to ensure that water systems are managed according to County and District operating policies.

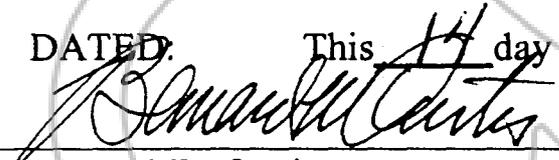
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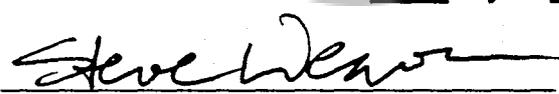
5. The County and the District will inform each other of any item that appears to need attention by the other agency.
6. In case of an emergency, either agency will be able to address the emergency to the benefit of both the District and the County.
7. This agreement shall be in effect for as long as both agencies have co-located water facilities existing on the property.
8. The contract may only be amended by written. agreement approved by affirmative vote of the governing bodies of the county and the District.
9. The contract is effective upon its adoption by the governing bodies of both the County and the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinafter written.

DATED: This 14 day of March, 2001.


Bernard W. Curtis,
Chairman Douglas County Board
of Commissioners

DATED: This 6th day of March, 2001


Steve Weaver, Chairman
Indian Hills General Improvement
District

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DECISION MEMO
NORTH DOUGLAS COUNTY WATER SYSTEM IMPROVEMENT PROJECT
SPECIAL USE PERMIT

USDA FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST
CARSON RANGER DISTRICT

DOUGLAS COUNTY, NEVADA

The Humboldt-Toiyabe National Forest has been considering a Special Use Permit to be issued in Douglas County for a water system improvement project. The project involves constructing a new 2 million-gallon water storage tank at a site currently occupied by a 600,000-gallon water tank owned and operated by Indian Hills General Improvement District (IHGID), across from the Jacks Valley Elementary School on Jacks Valley Road. The existing tank site was originally on land leased to the Douglas County School District, by the Bureau of Land Management prior to the Nevada Enhancement Act of 1988, when the jurisdiction of the land was transferred to the US Forest Service. The school district received a patent for its land in 1998, however, the patent boundary was on the south side of the Jacks Valley Road, and the tank site was transferred from the school district to IHGID. This decision includes authorizing the existing tank site and its 10-inch waterline along with the new, co-located water tank and its proposed 16-inch waterline. Only one permit will be issued to IHGID. Douglas County's use and operations under this permit are authorized under an inter-local agreement between Douglas County and IHGID.

PROPOSED ACTION:

The proposed action is to authorize the existing use, a 600,000-gallon water tank and 10 inch diameter waterline, that was previously authorized under the Recreation and Public Purposes (R&PP) lease issued to the Douglas County School District and to authorize the proposed new use, a 2 million gallon water tank and 16 inch water line. The new facility is to be co-located at the existing site. The area occupied by the co-located tank site will be less than five acres.

The legal description of the affected National Forest System lands is: portions of Section 12, T 14 N, R 19 E (for the tank site and the new and existing waterline) and Section 6, T 14 N, R 20 E (for the new waterline only) MDM, Douglas County, Nevada.

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Specific provisions of this proposal are:

Authorize the existing and proposed use while protecting adjacent National Forest System lands.

Protect air quality and minimize dust.

Provide for public safety.

Protect water quality.

The following measures will be observed in the implementation of the action:

1. Meeting the construction requirements of the approved plans.
2. Requiring all construction equipment to be clean before moving onsite, to reduce the chance for noxious weed introduction.
3. Stockpiling topsoil from the construction site to be stored until final grading is accepted, then spreading the topsoil to enhance revegetation.
4. Designing the construction site to reduce visual impacts.
5. Placing some of the new construction excavation material in front of the existing site to reduce its existing visual impacts.
6. Painting the existing tank and new tank a color that better matches the adjacent vegetation such as "Carbonlite safety color 6797" or equivalent.
7. Installing a perimeter fence to facilitate revegetation. The fence will be removed after the vegetation is established.
8. Reseeding disturbed slopes with approved certified weed-free seed mix.
9. Improving the grading, drainage and alignment of the existing tank access road.

DECISION:

It is my decision to authorize the existing 600,000-gallon water tank and the existing 2300 feet of 10-inch waterline, and the proposed 2 million gallon water tank and 3623 linear feet of 16-inch waterline as described above. The co-located tank site after rehabilitation will occupy approximately 5 acres, not including approximately 1 acre soil stockpiling site, which will only be needed until revegetation is completed. The 5123 linear feet of pipeline will occupy approximately 2.4 acres with a 10-foot right-of-way on each side of the centerline. The entire footprint during construction will be approximately 8 acres for the new facilities.

In making this decision, I considered the following items:

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1. The proposal was announced in the Reno Gazette-Journal on January 17, 2001. This listing generated no comments from the public.
2. The tank co-location proposal is not controversial.
3. Expected environmental impacts are minor and easily mitigated.
4. Ground disturbance activities on National Forest System lands are limited to within the parameters of the approved engineering plans.
5. The proponents considered an alternative site on private land at the same elevation as the proposed site. That location would have created a visual scar on the hillside that would have been visible from Highway 395. By co-locating at the existing site the visual impacts are greatly reduced.
6. This Special Use Permit encumbers land in Section 6 that the Forest Service identified as being available for conveyance. After consulting with Forest Service Appraisers I have determined that the proposed use would benefit the value of the parcel in any future land adjustment.

CATEGORICAL EXCLUSION:

The proposed action is in a category of actions that are excluded from documentation in an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). Section 31.2-3 of the FSH 1909.15, states:

"Approval, modification, or continuation of minor special uses of National Forest System lands that require less than five continuous acres of land."

It was determined that there are no extraordinary circumstances or conditions related to this proposal that might cause the action to have significant effects. Specifically, this determination is based upon the absence, among others, of the following:

1. Impacts to soils that are on steep slopes or highly erosive soils.
2. Impacts to threatened and endangered species or their critical habitat.
3. Impacts to flood plains, wetlands, or municipal watersheds.
4. Impacts to congressionally designated areas, such as wilderness, wilderness study areas, or National Recreation Areas (NRA): The project area is outside of any wilderness, wilderness study area or NRA.
5. Impacts to roadless areas: The project area is not in an inventoried roadless area.
6. Impacts to Native American religious or cultural sites, archaeological sites, or historic properties or areas: A heritage Resources inventory report was file with the Nevada State Historic Preservation Office (SHPO). On December 6, 2000, the SHPO concurred that the undertaking is considered to have no potential to cause effects to historic properties 36 CFR Part 800.3.a.1.

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SCOPING AND PUBLIC INVOLVEMENT

Forest Service internal scoping was accomplished by public notice in the Reno Gazette-Journal on January 17, 2001. Additionally, the proposal was announced in the July 2000 Quarterly Report of Proposed NEPA Projects and each subsequent report. No public comments were received from either effort.

FINDINGS REQUIRED BY OTHER LAWS:

All management practices and activities of the proposed action are consistent with the management direction in the Land and Resource Management Plan of June 23, 1986 for the Toiyabe National Forest, amended, and its provisions, which were developed in accordance with the National Forest Management Act of 1976, 16 USC 1604(i) and 36 CFR 219.10(e), and the Walker Resource Management Area Management Decisions Summary, USDI Bureau of Land Management, June, 1986 in accordance with the Federal Land Policy Management Act of 1976.

IMPLEMENTATION DATE:

The proposed action may be implemented immediately.

ADMINISTRATIVE REVIEW OR APPEAL OPPORTUNITY:

This decision is not subject to appeal pursuant to 36 CFR 215.8 (4).

For further information regarding the proposed action please contact:

Ed DeCarlo
Carson Ranger District
1536 South Carson St.
Carson City, NV 89701
(702) 882-2766

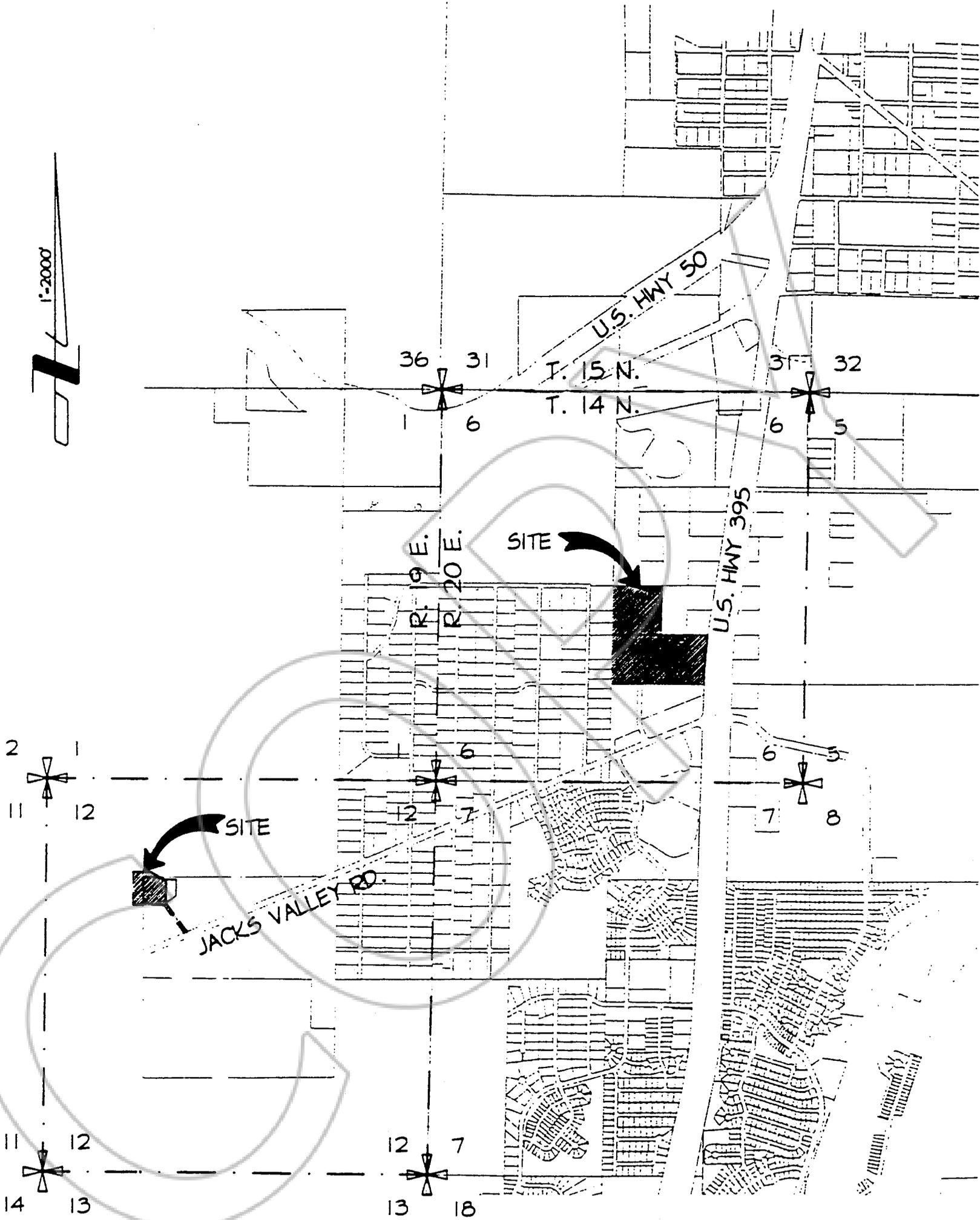
ROBERT VAUGHT
Forest Supervisor

Date: _____

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1"=2000'



VICINITY MAP

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U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT
AUTHORITY:

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976, ORGANIC ADMINISTRATION ACT June 4, 1897

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT of **924-D MICA DRIVE , CARSON CITY, NV 89705** (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Humboldt-Toiyabe National Forest.

This permit covers approximately **8 acres**, and/or **N/A** miles and is described as **located across from Jacks Valley Elementary School on Jacks Valley Road (Section 12, T.14N, R.19E & Section 6, T.14N, R.20E, MDBM)** as shown on the location map (Exhibits A, B, C) attached to and made a part of this permit, and is issued for the purpose of:

A domestic water system improvement project for Douglas County consisting of the construction and maintainance of a 2 million-gallon water storage tank; maintaining an existing 600,000-gallon water storage tank; a 10-inch diameter pvc, 2300 ft length x 20 ft width buried waterline and a 16-inch diameter pvc, 3623 ft length x 20 ft width buried waterline. The temporary stockpiling of soil on 1 acre will be approved until revegetation is completed.

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. **Authority**. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. **Authorized Officer**. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. **License**. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. **Amendment**. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. **Existing Rights**. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. **Nonexclusive Use and Public Access**. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. **Forest Service Right of Entry and Inspection**. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

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H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on **12/31/2030**. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by **04/01/2001** and shall be completed by **11/01/2001**. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

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D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a

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fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at **\$325.17** for the remainder of the calendar year. Subsequent payments shall be determined by the use of an annual fee schedule. The Forest Service may adjust the amount of payment annually by an appropriate indexing factor to reflect more nearly the fair market value of the use. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principles.

C. Payment Due Date. The payment due date shall be the close of business on **AS SPECIFIED ON THE ANNUAL BILL FOR COLLECTION** of each calendar year payment is due. Payments due the United States for this use shall be deposited at USDA - FS, C/O Bank of America, File 71652, P.O. Box 60000, San Francisco, CA 94160-1652, in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest. Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

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In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

1. **REMOVAL AND PLANTING OF VEGETATION AND OTHER RESOURCES (D5)**: The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources. The holder shall obtain prior written approval from the authorized officer before planting trees, shrubs, or other vegetation within the authorized area.

2. **REVEGETATION OF GROUND COVER AND SURFACE RESTORATION (D9)**: The holder shall be responsible for prevention and control of soil erosion and gulying on lands covered by this authorization and adjacent thereto, resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. The holder shall revegetate or otherwise stabilize all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use and shall construct and maintain necessary preventive measures to supplement the vegetation.

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3. PESTICIDE USE (D23): Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

4. SIGNS (X29): Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

5. IMPROVEMENT RELOCATION (X33): This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

6. WATER RIGHTS (X74): This authorization does not convey any legal interest in water rights as defined by applicable State law.

7. OPERATING PLAN (C8): The holder shall provide an Operating Plan. The plan shall be prepared in consultation with the authorized officer or designated representative and cover operation and maintenance of facilities, dates or season of operations, and other information required by the authorized officer to manage and evaluate the occupation and/or use of National Forest System lands. The provisions of the Operating Plan and the annual revisions shall become a part of this authorization and shall be submitted by the holder and approved by the authorized officer or their designated representative(s). This operating Plan is hereby made a part of the authorization.

8. SURVEYS, LAND CORNERS (D4): The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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This permit is accepted subject to the conditions set out above.

HOLDER NAME: **INDIAN HILLS GID**

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: James E. Bentley, III
(Holder Signature)

By: _____
(Authorized Officer Signature)

FOREST SUPERVISOR
(Title)

(Holder Signature)
Date: April 2, 2001

Date: _____

COOPER

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WATER FACILITIES AND ACCESS EASEMENT

All that certain real property situate within a portion of the Northwest ¼ of Section 12, Township 14 North, Range 19 East, M.D.M., Douglas County, Nevada, more particularly described as follows:

COMMENCING at a 2" Iron Pipe, said point being the Northwest Corner of the Southeast ¼ of the Northwest ¼ of said Section 12, from which the Center ¼ of Section 12 bears S 44°21'13" E, a distance of 1862.50 feet;

THENCE S 41°48'04" E, a distance of 29.31 feet to the **TRUE POINT OF BEGINNING:**

THENCE S 75°47'58" E, a distance of 206.46 feet;

THENCE S 84°49'38" E, a distance of 148.15 feet;

THENCE S 00°23'48" W, a distance of 233.30 feet;

THENCE S 36°19'45" E, a distance of 479.21 feet;

THENCE N 67°34'13" E, a distance of 471.49 feet;

THENCE N 69°00'08" E, a distance of 200.06 feet;

THENCE N 67°34'13" E, a distance of 1499.60 feet more or less to the Eastern Boundary of the Forest Service Parcel;

THENCE S 00°39'23" W, along said Eastern Boundary a distance of 21.74 feet;

THENCE S 67°34'13" W, leaving said Eastern Boundary a distance of 1491.33 feet;

THENCE S 69°00'08" W, a distance of 200.06 feet;

THENCE S 67°34'13" W, a distance of 517.80 feet;

THENCE N 36°19'45" W, a distance of 462.48 feet;

THENCE N 89°36'12" W, a distance of 272.79 feet;

THENCE N 24°15'22" W, a distance of 282.06 feet;

THENCE N 37°43'55" E, a distance of 111.24 feet to the **TRUE POINT OF BEGINNING.**

CONTAINING 4.11 acres, or 178.827 square feet, more or less.

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Exhibit "B"

TEMPORARY CONSTRUCTION EASEMENT

All that certain real property situate within a portion of the Northwest $\frac{1}{4}$ of Section 12, Township 14 North, Range 19 East, M.D.M., Douglas County, Nevada, more particularly described as follows:

COMMENCING at a 2" Iron Pipe, said point being the Northwest Corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 12, from which the Center $\frac{1}{4}$ of Section 12 bears S 44°21'13" E, a distance of 1862.50 feet;

THENCE N 43°04'14" W, a distance of 142.59 feet to the **TRUE POINT OF BEGINNING:**

THENCE S 89°36'12" E, a distance of 250.00 feet;

THENCE S 59°22'09" E, a distance of 206.18 feet;

THENCE S 89°36'12" E, a distance of 171.04 feet;

THENCE S 00°51'53" W, a distance of 218.20 feet;

THENCE S 53°40'15" W, a distance of 164.04 feet;

THENCE S 36°19'45" E, a distance of 484.36 feet to a point on the Northerly Right-of-Way line of Jacks Valley Road;

THENCE N 67°34'13" E, along said Northerly Right-of-Way line a distance of 2169.86 feet;

THENCE S 00°39'23" W, leaving said Northerly Right-of-Way line a distance of 43.48 feet;

THENCE S 67°34'13" W, a distance of 2194.42 feet;

THENCE N 36°19'45" W, a distance of 513.19 feet;

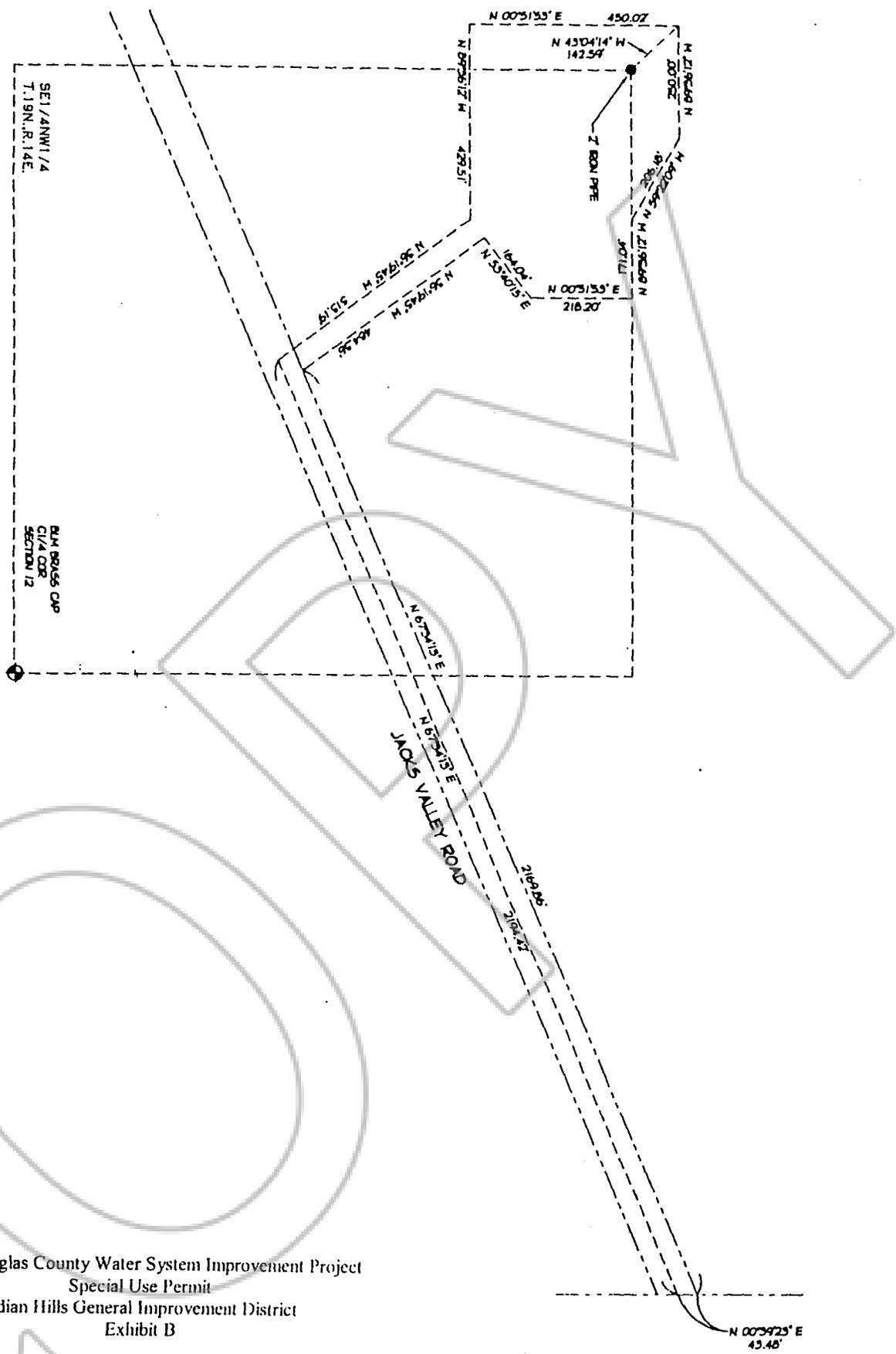
THENCE N 89°36'12" W, a distance of 429.51 feet;

THENCE N 00°51'53" E, a distance of 450.02 feet to the **TRUE POINT OF BEGINNING.**

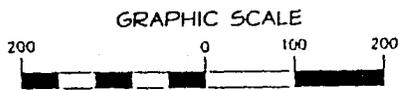
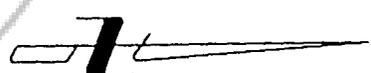
CONTAINING 7.90 acres, or 344,270 square feet, more or less.

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North Douglas County Water System Improvement Project
 Special Use Permit
 Indian Hills General Improvement District
 Exhibit B



(IN FEET)
 1 inch = 200 ft.

**MAP to ACCOMPANY
 TEMPORARY CONSTRUCTION
 EASEMENT**

Prepared By:

 **CAPITAL ENGINEERING**
 P.O. Box 3750
 Carson City, NV 89702
 (775) 882-5630

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Exhibit "C"

20' WATERLINE AND ACCESS EASEMENT

All that certain real property situate within a portion of the Southeast $\frac{1}{4}$ of Section 6, Township 14 North, Range 20 East, M.D.M., Douglas County, Nevada, further described as a portion of APN 13-031-14 and APN 13-031-18, more particularly described as follows:

A 20 foot strip of land, 10 feet on each side of the following described centerline:

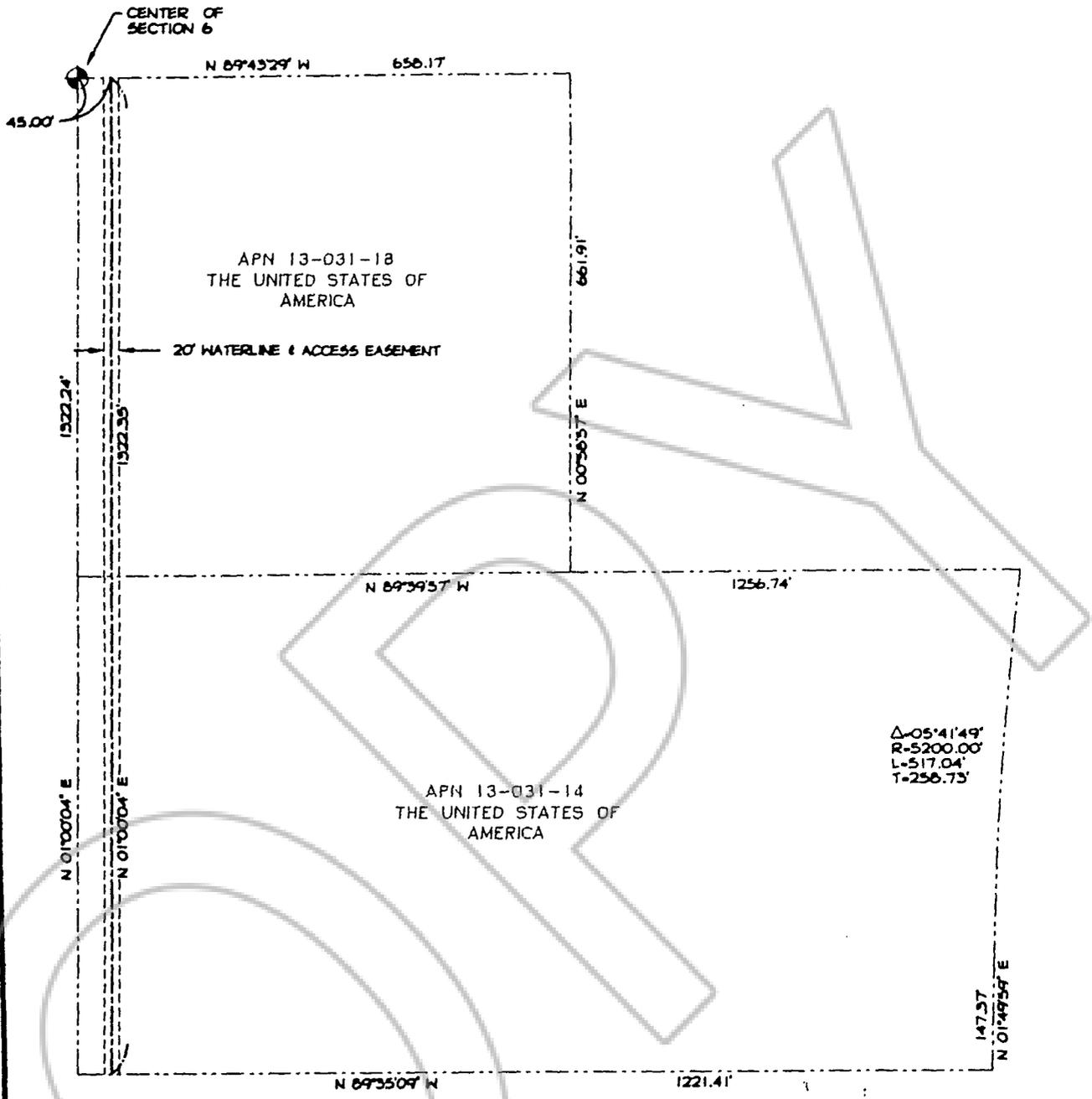
COMMENCING at the Center $\frac{1}{4}$ Corner of said Section 6;

THENCE S $89^{\circ}43'29''$ E, a distance of 45.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE S $01^{\circ}00'04''$ W, a distance of 1,322.35 feet to the **POINT OF ENDING**;

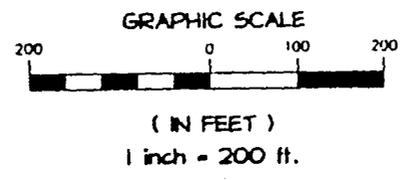
The side lines of said 20' WATERLINE AND ACCESS EASEMENT are to be extended or shortened to terminate at the northerly and southerly boundary lines of said APN 13-031-14 and APN 13-031-18.

CONTAINING 13,224 square feet, more or less.



North Douglas County Water System Improvement Project
Special Use Permit
Indian Hills General Improvement District
Exhibit C

REFERENCE IS HEREBY MADE TO THAT CERTAIN
RECORD OF SURVEY FOR DOUGLAS COUNTY, NEVADA,
DOCUMENT NO. 489613.
ROTATE THIS MAP 00°43'29" COUNTER CLOCKWISE TO
REFERENCE DOCUMENT.



MAP to ACCOMPANY
DEDICATION of
WATER LINE & ACCESS EASEMENT

Prepared By:

CAPITAL ENGINEERING
P.O. Box 3750
Carson City, NV 89702
(775) 882-6630

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COPIES

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

2001 APR -4 AM 11:58

LINDA SLATER
RECORDER

\$ 0 PAID KJ DEPUTY

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.

DATE: April 4, 2001
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

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03112
2001 APR 11