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Douglas County, APN 1318-23-411-002

1 Recording Requested By and Return To:  
2 Division of State Lands  
3 333 W. Nye Lane, Room 118  
4 Carson City, Nevada 89706

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6 **EASEMENT AGREEMENT**

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8 This EASEMENT AGREEMENT, made and entered into this 26<sup>th</sup> day of September  
9 2002, by and between the STATE OF NEVADA, through its Division of State Lands,  
10 hereinafter referred to as "GRANTOR", and KINGSBURY GENERAL IMPROVEMENT  
11 DISTRICT, whose mailing address is P.O. Box 2220, Stateline, Nevada 89449, hereinafter  
12 referred to as "GRANTEE".

13  
14 **RECITALS**

15 WHEREAS, on January 6, 1999, GRANTOR acquired a parcel of land commonly  
16 known as Lot 3, of PINE RIDGE SUBDIVISION, according to the map thereof, filed in the  
17 Office of the County recorder of Douglas County, Nevada, on August 8, 1956, in Book 1 of  
18 Maps, page 143, as File No. 11664, further identified as Douglas County Assessor's Parcel  
19 Number 1318-23-411-002; and

20  
21 WHEREAS, GRANTEE has requested an easement across a portion of GRANTOR'S  
22 parcel for the construction, installation and maintenance of a storm drain and vault as part of a  
23 project known as the Lower Kingsbury Erosion Control Project; and

24  
25 WHEREAS, NRS 321.5954 authorizes GRANTOR to transfer an interest in real  
26 property; and

27 WHEREAS, the Lower Kingsbury Erosion Control Project is an Environmental  
28 Improvement Project and is part of a multi-agency effort to improve the water quality of Lake  
29 Tahoe; and  
30



1 WHEREAS, GRANTOR desires to participate and assist in an effort to stop the decline  
2 of the clarity of the waters of Lake Tahoe as part of an overall cooperative effort to preserve  
3 and protect the unique environmental and ecological values of the Lake Tahoe Basin.

4 NOW, THEREFORE, it is agreed as follows:

5 **WITNESSETH**

6  
7 **1. Grant of Easement**

8 For and in consideration of One Dollar (\$1.00), and other good and valuable  
9 consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to  
10 GRANTEE an Easement, in perpetuity, across a portion of GRANTOR'S parcel of land to  
11 survey, construct, place, alter, maintain, inspect, repair, reconstruct and operate a storm drain  
12 and vault as part of the project known as the Lower Kingsbury Erosion Control Project, said  
13 Easement being more fully described in EXHIBIT "A" attached hereto and incorporated herein  
14 by reference. The Easement granted herein is subject to all applicable local, state and federal  
15 laws. No Fee Estate is intended or created by the granting of this Easement. No right of access  
16 by the general public to any portion of GRANTOR'S property is conveyed by this Easement

17  
18 **2. GRANTEE'S Use of Easement**

19 GRANTEE agrees to use the Easement for the purposes stated in paragraph 1. above  
20 and for no other purpose unless approved in writing by GRANTOR. GRANTEE at  
21 GRANTEE'S sole cost agrees to maintain the Easement area and GRANTEE'S improvements  
22 thereon, in a manner satisfactory to GRANTOR. GRANTEE agrees not to alter the Easement  
23 area described in EXHIBIT "A" in any way without the prior written permission of  
24 GRANTEE.  
25 GRANTEE.

26 **3. Property Damage**

27 GRANTEE understands and agrees to give proper notice to its employees, agents,  
28 invitees, successors and assigns that GRANTOR'S property was acquired under the Lake  
29 Tahoe Mitigation Program. GRANTEE agrees not to alter or damage existing soil or  
30

1 vegetation on GRANTOR'S property during any and all activities connected with the Easement  
2 granted herein. GRANTEE agrees to pay for and be responsible for all damages to  
3 GRANTOR'S real property, improvements and personal property caused by GRANTEE, its  
4 employees, agents, invitees, successors and assigns.

5 **GRANTEE, at GRANTEE'S sole cost and expense, agrees to remediate**  
6 **GRANTOR'S property immediately adjacent to the Easement in a manner satisfactory to**  
7 **GRANTOR. GRANTEE agrees to complete the remediation no later than July 1, 2003.**

9 **4. Indemnity**

10 GRANTEE, its successors and assigns, agree to indemnify, defend and hold harmless  
11 the State of Nevada, its officers, employees, agents, invitees, successors and assigns from and  
12 against any and all claims, actions, damages, losses, liabilities, costs and expenses, including  
13 attorney's fees, arising from the existence of the Easement granted herein, and the use or  
14 maintenance of the Easement by GRANTEE, its employees, agents, invitees, successors and  
15 assigns, unless due solely to the negligence of GRANTOR or GRANTOR'S Indemnified  
16 Parties. GRANTOR will not waive and intends to assert available statutory liability limitations  
17 in all cases, including, without limitations, the provision of NRS Chapter 41.

19 **5. Termination of Easement**

20 In addition to termination by merger, abandonment, release, overburdening or other  
21 reasons provided under common law or state statute, the Easement granted herein shall be  
22 terminated if:

- 23
- 24 A. GRANTEE alters the easement area granted herein without first obtaining the  
25 written approval of GRANTOR and complying with all local, state and federal  
26 laws; or
- 27 B. A mechanic's lien is filed against the Easement area as a result of GRANTEE'S  
28 failure to pay for materials supplied and services rendered in the improvement,  
29 repair or maintenance of the Easement granted herein, when such materials or  
30

services have been ordered or authorized by GRANTEE, his agents, heirs, successors or assigns; or

C. GRANTEE should discontinue use or maintenance of the easement for a period of One (1) year.

Upon termination for any reason, GRANTEE, its successors and assigns, at its sole cost, agree to remove the improvements within the easement area and restore the land to its original condition. GRANTEE shall not receive reimbursement of any costs or expenditures GRANTEE may have incurred to improve or maintain the Easement granted herein.

**6. Entire Agreement**

This Agreement and the items incorporated herein contain all of the agreements between GRANTOR and GRANTEE with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of this Agreement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both GRANTOR and GRANTEE. When executed by GRANTEE this Agreement shall be binding upon GRANTEE'S heirs, successors and assigns.

**7. Choice of Laws; Attorneys' Fees**

This Agreement shall be governed by the laws of the State of Nevada, and any question arising hereunder shall be construed or determined according to such law. In the event of any controversy, claim, or dispute relating to this Agreement or breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable legal expenses, attorneys' fees and court costs.

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

**GRANTOR:**

**STATE OF NEVADA  
Division of State Lands**

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

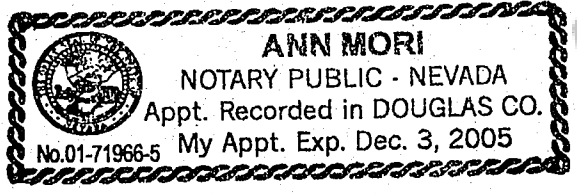
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STATE OF NEVADA )  
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CITY OF CARSON CITY )

On September 26, 2002, 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.

*P. Mori*

NOTARY PUBLIC



**GRANTEE:**

**KINGSBURY GENERAL IMPROVEMENT DISTRICT**

By: *Candice S. Rohr* Title: General Manager

STATE OF NEVADA )  
 )  
COUNTY OF DOUGLAS )

On October 29, 2002, personally appeared before me, a notary public, Candice S. Rohr, (title) General Manager, Kingsbury General Improvement District, who acknowledged that he/she executed the above instrument.

*Michelle Runtzel*



**APPROVED as to Form:**

**FRANKIE SUE DEL PAPA**  
**Attorney General**

By: *George H. Taylor*  
George H. Taylor  
Deputy Attorney General

**EXHIBIT "A"**  
**Storm Drain and Vault Easement**  
**Legal Description**

A strip of land for storm drain purposes located within a portion of Section 23, Township 13 North, Range 18 East, MDM, Douglas County, Nevada, being more particularly described as follows:

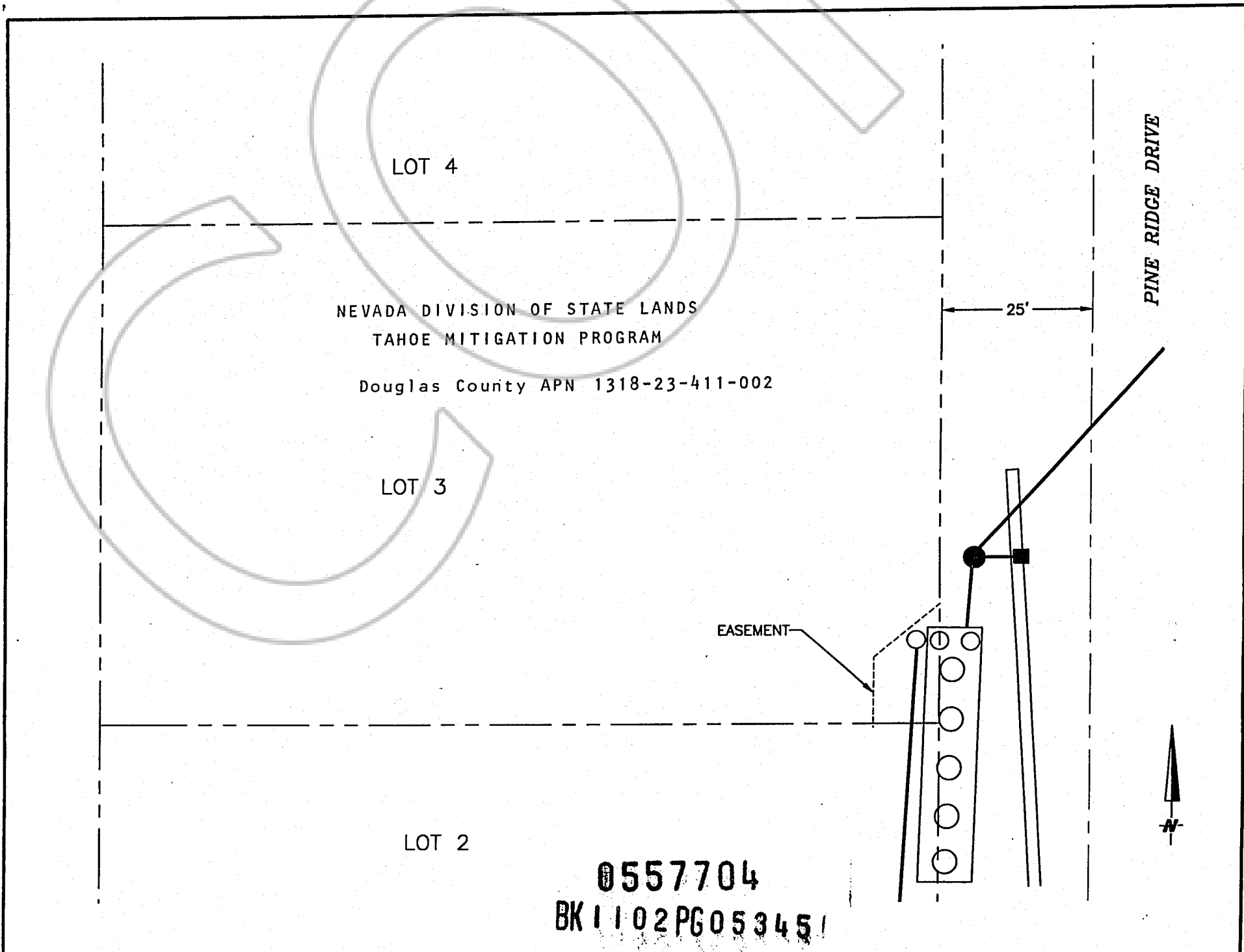
BEGINNING at a point on the Westerly right-of-way line of Pine Ridge Drive said point being the Southeast corner of Lot 3 as shown on the Pine Ridge Subdivision Map Document No. 11664, which bears N.  $48^{\circ}12'58''$  W., 252.98 feet from the South one-quarter of said Section 23; thence along the South line of said Lot 3, S.  $89^{\circ}57'28''$  W., 10.87 feet; thence N.  $00^{\circ}00'00''$  E., 11.13 feet; thence N.  $50^{\circ}20'10''$  E., 14.10 feet to a point on said Westerly right-of-way line; thence along said Westerly right-of-way line S.  $00^{\circ}02'33''$  E., 20.13 feet to the POINT OF BEGINNING.

Containing 170 square feet more or less.

**Basis of Bearing**

Centerline of Pine Ridge Drive as shown on the Pine Ridge Subdivision Map, Document No. 11664 (N.  $00^{\circ}02'33''$  W.).

NOTE: The above metes and bounds description of this Easement was prepared by Darryl M. Harris, P.L.S. #6497, Resource Concepts, Inc., P.O. Box 11796, Zephyr Cove, NV 89448. (775) 589-6001.



COPY

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

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LINDA SLATER  
RECORDER

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