

N/f

Assessor's Parcel Number: _____

Recording Requested By:

✓ Name: NV Dept. of Transportation
R/W Division

Address: 1263 S. Stewart St.

City/State/Zip Carson City, NV 89712
ATTN: Diane Dunham

R.P.T.T.: _____

REQUESTED BY
State of Nevada
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 SEP 19 AM 11:47

WERNER CHRISTEN
RECORDER

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Assignment of Easement
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

C:\bc docs\Cover page for recording

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Project SPSR-00757(003)
E.A. 72472
Parcel S-757-DO-001.329PE
Muller Lane Bridge B-476

NAVWATERS #CR/DO, 2151, LG
APN N/A

Recording Requested by and Return to:
NEVADA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 SOUTH STEWART ST.
CARSON CITY, NV 89712

Atty.: Diane Dwyham

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT, made this 23rd day of July, 2003, at Carson City, Nevada by the STATE OF NEVADA, acting by and through the State LAND REGISTRAR, hereinafter referred to as ASSIGNOR, and the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter referred to as ASSIGNEE.

WITNESSETH:

WHEREAS, NRS 321.003 provides:

"321.003 Assignment of land to state agency; certification of state land registrar required before making improvements; lease, sale of state land.

1. The state land registrar shall assign any land or interest in land owned by the state which is needed for governmental purposes to the appropriate state agency for use and administration. Before a state agency erects a building or makes any other permanent improvement on land assigned to it, the agency shall notify the state land registrar, in a form prescribed by him, and shall not proceed with the construction or improvement until the state land registrar certified the nature of any encumbrances

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against the state's title to the land, and certifies that the boundaries of the land assigned include the site of the proposed construction or improvement.

2. When authorized by the legislature to lease or sell land or any interest therein, the division of state lands shall do so upon the best terms available. The state land Registrar shall execute on behalf of the state any lease, deed or other document by which any land or interest therein owned by the state is conveyed."

NOW THEREFORE, in consideration of and pursuant to the provision of NRS 321.003(1), the STATE LAND REGISTRAR, by these presents does hereby assign to ASSIGNEE for use and administration, these easements and right-of-way of interest, if any, the ASSIGNOR may hold on that certain real property known as Muller Lane Bridge site (B-476), located, lying and being in the County of Douglas, State of Nevada, and more particularly described on **Exhibit A & Exhibit B** attached hereto and incorporated by reference herein:

TOGETHER WITH the improvements, tenements and appurtenances thereunto belonging or in anywise appertaining thereof; subject, however, to the following specific conditions:

1. ASSIGNEE understands that this easement and right-of-way assignment is subject to the acquisitions of all necessary local, regional, state and federal permits and approvals.
2. ASSIGNEE understands that they shall be responsible for performance of all duties which are necessary or appropriate to carry out their statutory administrative functions pertaining to said real property.
3. ASSIGNEE agrees to pay for and be responsible for all damages to the real property, improvements, and personal property of the ASSIGNOR caused by

ASSIGNEE, or its (contractor(s), while constructing, reconstructing, operating, repairing, maintaining or removing the said existing bridge.

4. ASSIGNEE agrees to indemnify and hold harmless, to the extent authorized by NRS Chapter 41, ASSIGNOR and its agents from and against any and all liability caused by ASSIGNEE'S officers, employees or agents for personal injuries, property damage, or for loss of life or property resulting from, or any way connected with the condition of use of the premises covered herein, including any hazard, deficiency, defect or other matter, known or unknown, arising out of or connected with the existing bridge and all construction, reconstruction, operation, repairs, maintenance or removal of the bridge.

5. ASSIGNEE agrees that the bridge and appurtenances must be maintained in good repair at all times.

6. ASSIGNOR must receive a written request prior to commencement of any work, which could affect the bed and banks of the river below the ordinary and permanent high water mark, including any future construction, reconstruction, repairs, maintenance work, or removal of the bridge structure and appurtenances.

7. ASSIGNEE understands and agrees that, pursuant to NRS 321.003(1), no proposed buildings or other permanent improvements may be constructed on said properties unless ASSIGNOR certifies that the proposal is within the boundaries of the lands assigned.

8. ASSIGNEE understands and agrees that, this easement and right-of-way assignment does not include authorization for renting, leasing, selling, issuing easements, or entering into any other transaction which could effect the title to said properties. Such authority is retained by the ASSIGNOR, pursuant to NRS 321.003(2).

9. ASSIGNEE understands and agrees that, if the properties herein assigned, together with any improvements placed upon said premises by ASSIGNEE, shall be abandoned or shall cease to be used by ASSIGNEE for a period of one year, use and Administration of said properties shall revert to the ASSIGNOR, who may require improvements to be removed by ASSIGNEE.

This easement and right-of-way is assigned for one existing bridge and appurtenances upon, over, across and through the land herein described, together with the right to enter upon said lands to construct, reconstruct, operate, maintain, repair and remove said bridge and appurtenances; together with the right to clear and keep cleared any obstruction from the surface or subsurface as may be deemed necessary to ensure the safe and proper operation of said bridge and appurtenances.

IN WITNESS WHEREOF, the STATE LAND REGISTRAR has caused this instrument to be executed the day and year first above written.

ASSIGNOR:

**STATE OF NEVADA
Division of State Lands**

By: *P. B. Wilcox*
PAMELA B. WILCOX
Administrator and Ex-Officio

STATE OF NEVADA)
CITY OF CARSON CITY) ss.

On July 23,
2003, personally appeared before me,
A Notary Public, PAMELA B. WILCOX,
Administrator and Ex-Officio State Land
Registrar, Division of State Lands,
who acknowledged to me that she
executed the foregoing instrument.

Kim Neuerburg
NOTARY PUBLIC

APPROVED as to Form:

BRIAN SANDOVAL
Attorney General
By: *George H. Taylor*
GEORGE TAYLOR
Deputy Attorney General

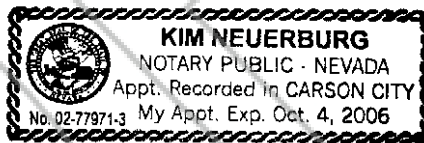
ASSIGNEE:

**STATE OF NEVADA
Department of Transportation**

By: *Jeffrey A. Fontaine*
JEFFREY A. FONTAINE
Director

By: *Heidi A. Mireles*
HEIDI A. MIRELES
Chief R/W Agent

By: _____
Deputy Attorney General



APPROVED AS TO LEGALITY AND FORM

[Signature]
DEPUTY ATTORNEY GENERAL
DEPARTMENT OF TRANSPORTATION

STATE OF NEVADA
CARSON CITY

On this 15th day of September, 2003, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, Susan Martinovich personally known (or proved) to me to be the Deputy Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Margaret E. Orci

Project: SPSR-00757(003)
E.A. 72472
Parcel: S-757-DO-001.329PE
Ptn. of Assrs. Book 1319-23-000

EXHIBIT A

All that real property situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as being a portion of the S 1/2 of Section 23, T. 13 N., R. 19 E., M.D.M., and further described as being a portion of the Home Slough, more fully described by metes and bounds as follows, to wit:

BEGINNING at a point on the left or northerly right-of-way line of SR-757 (Muller Lane) and the easterly ordinary and permanent high water line of the Home Slough, 9.144 meters (30.00 feet) left of and at right angles to Highway Engineer's Station "L" 31+57.676 P.O.T.; said point of beginning further described as bearing N. 82°22'41" E. a distance of 1877.710 meters (6,160.45 feet) from the witness corner for the south quarter corner of Section 22, T. 13 N., R. 19 E., M.D.M.; thence along said easterly ordinary and permanent high water line the following three (3) courses and distances:

- 1) S. 40°07'25" E. - 6.541 meters (21.46 feet);
- 2) S. 28°24'52" E. - 9.978 meters (32.74 feet);
- 3) S. 31°10'16" E. - 5.608 meters (18.40 feet) to a point on the right or southerly right-of-way line of said SR-757;

thence N. 88°37'59" W., along said southerly right-of-way line, a distance of 7.046 meters (23.12 feet) to a point on the westerly ordinary and permanent high water line of the Home Slough; thence along said westerly ordinary and permanent high water line the following three (3) courses and distances:

- 1) N. 36°35'23" W. - 6.118 meters (20.07 feet);
- 2) N. 41°20'21" W. - 11.706 meters (38.41 feet);

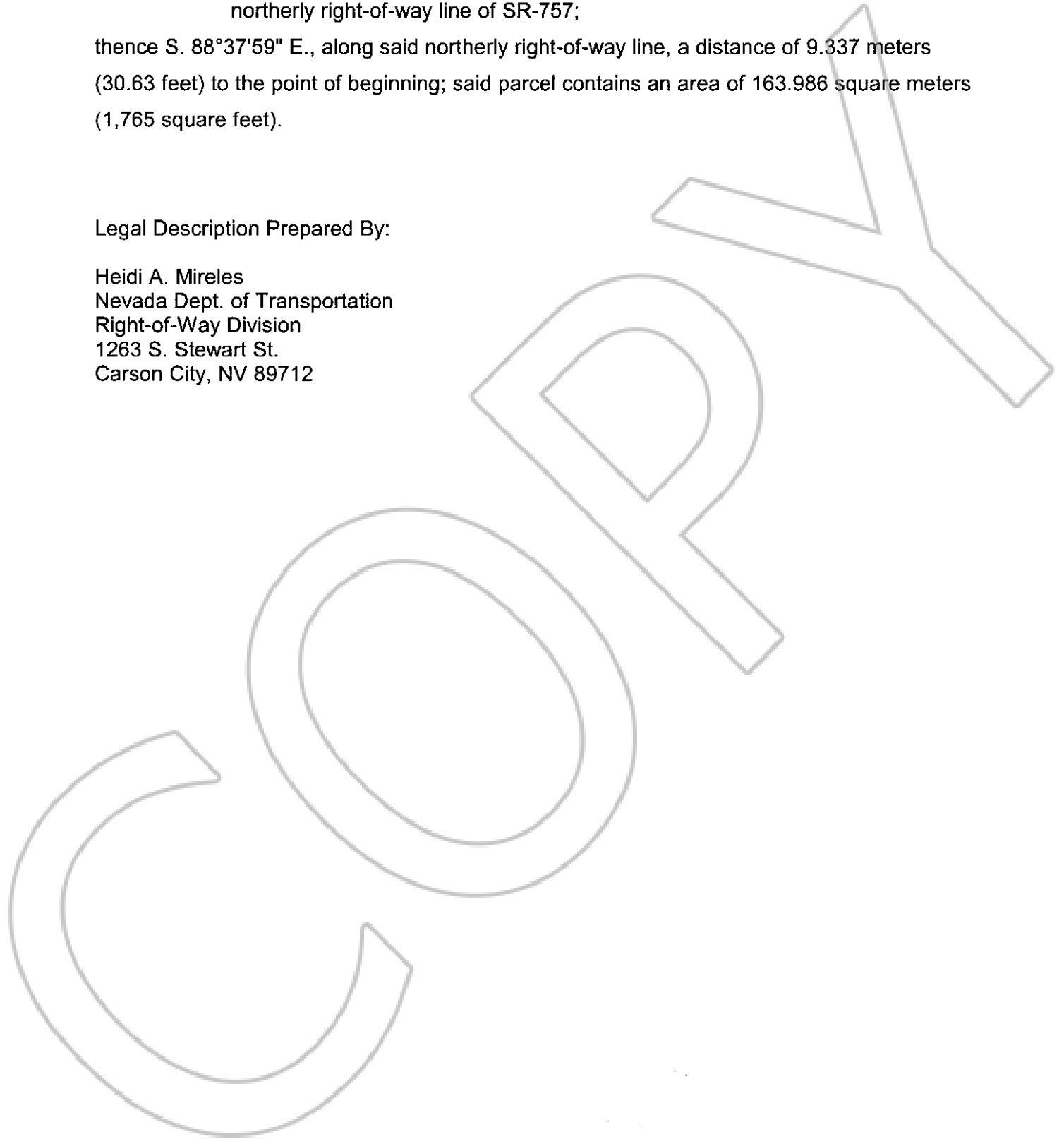
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3) N. 29°24'06" W. - 5.658 meters (18.56 feet) to a point on said left or northerly right-of-way line of SR-757; thence S. 88°37'59" E., along said northerly right-of-way line, a distance of 9.337 meters (30.63 feet) to the point of beginning; said parcel contains an area of 163.986 square meters (1,765 square feet).

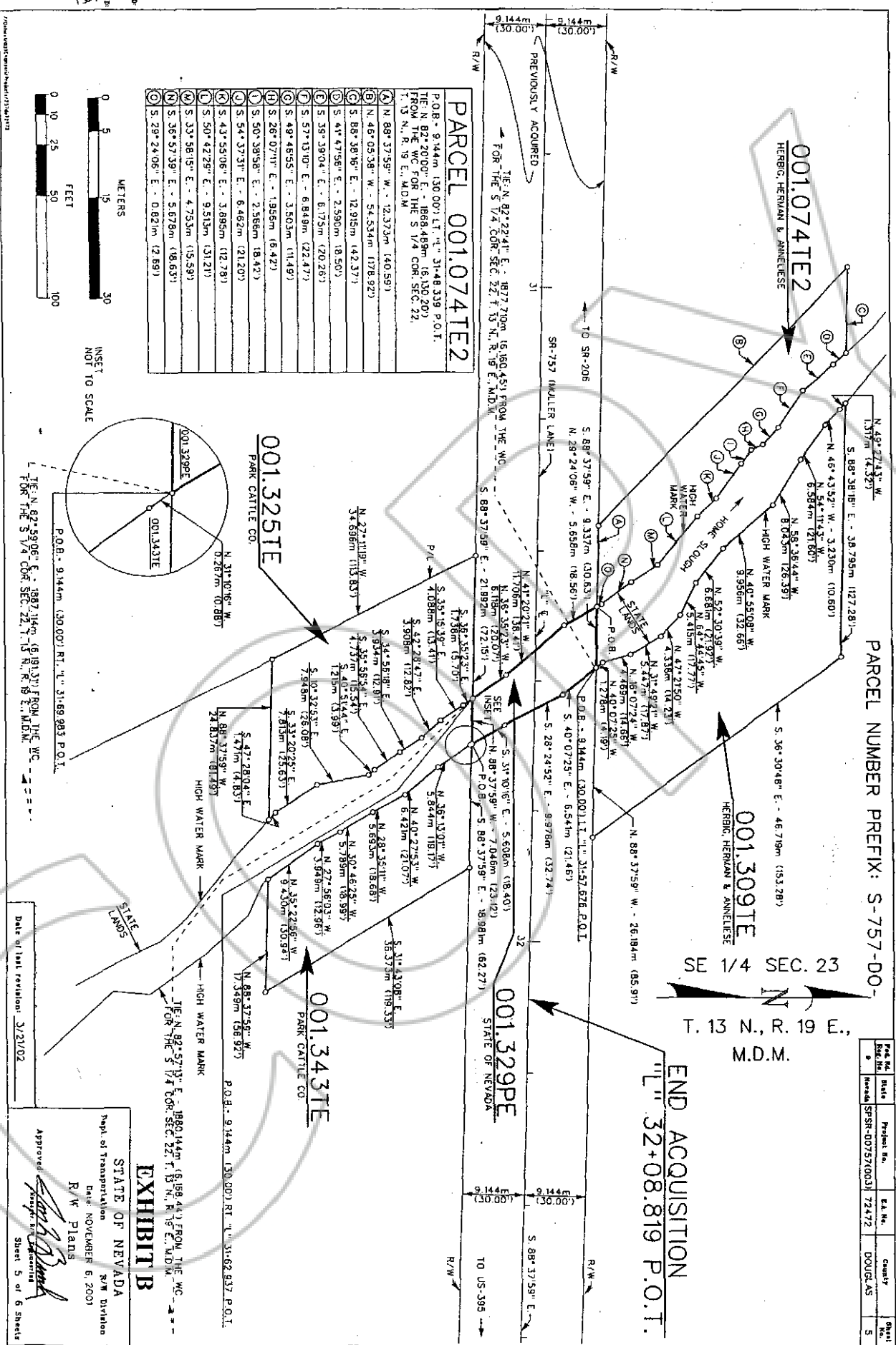
Legal Description Prepared By:

Heidi A. Mireles
Nevada Dept. of Transportation
Right-of-Way Division
1263 S. Stewart St.
Carson City, NV 89712



Proj. No.	72472	Sheet	5
Plan No.	SPSR-00757(003)	County	DOUGLAS
Scale	1" = 32+08.819 P.O.T.	City	
Drawn By		Checked	

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PARCEL 001.074TE2

P.O.B. - 9144m (30.00) RT. "L" 31+62.937 P.O.T.
 T.I.E.N. 92° 26'00" E. - 1860.451m (18.60451) FROM THE WC -
 T. 13 N., R. 19 E., M.D.M.

A	N. 88° 37'59" W. - 12.373m (140.59)
B	N. 46° 05'38" W. - 54.534m (178.927)
C	S. 88° 38'16" E. - 12.915m (142.37)
D	S. 41° 47'58" E. - 2.590m (18.507)
E	S. 38° 39'04" E. - 6.175m (420.26)
F	S. 57° 13'10" E. - 6.849m (22.477)
G	S. 49° 48'55" E. - 3.503m (11.487)
H	S. 26° 07'11" E. - 1.956m (6.422)
I	S. 50° 38'58" E. - 2.566m (18.42)
J	S. 54° 37'31" E. - 6.462m (21.20)
K	S. 43° 55'08" E. - 3.895m (12.781)
L	S. 50° 42'29" E. - 9.513m (31.21)
M	S. 33° 58'15" E. - 4.753m (15.59)
N	S. 36° 57'39" E. - 5.678m (18.65)
O	S. 29° 24'06" E. - 0.821m (2.69)

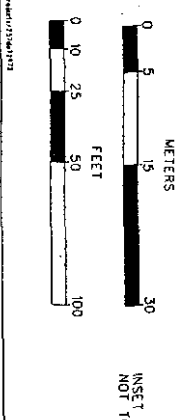


EXHIBIT B

STATE OF NEVADA
 Dept. of Transportation
 Date NOVEMBER 6, 2001
 S/W Division
 R/W Plans
 Approved: *[Signature]*
 Project Engineer

Date of last revision: 3/21/02

Sheet 5 of 6 Sheets