

N/F

DOC # 0644602
05/17/2005 11:47 AM Deputy: KLJ

OFFICIAL RECORD

Requested By:
D C/COMMUNITY DEVELOPMENT

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 21 Fee: 0.00
BK-0505 PG- 7674 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: MAY 16, 2005

Recording Requested By:

✓ Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

NON-EXCLUSIVE EASEMENT #2005.096

(Title of Document)



NAVWATERS #CR/DO-2567-MMO
APN 1420-00-001-005
APN 1420-08-701-001

Recording Requested by and Return to:
Division of State Lands
333 W. Nye Lane, Rm. 118
Carson City, NV 89706

GRANTEE:
Douglas County
1594 Esmeralda Ave.
Minden, NV 89423

FILED

NO. 2005.096

2005 MAY 16 AM 9:49

BARBARA REED
CLERK

[Signature]
DEPUTY

NON-EXCLUSIVE EASEMENT

CARSON RIVER CROSSING FOR SEWER LINE

This non-exclusive easement made and entered into this 3rd day of May, 2005, between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS and the State Land Registrar, hereinafter referred to as GRANTOR, and DOUGLAS COUNTY hereinafter referred to as GRANTEE.

Whereas, Attorney General's Opinion #204 dated April 20, 1976, concluded that "The State of Nevada owns the bed and shores of Lake Tahoe and other navigable bodies of water within Nevada to the present ordinary and permanent high water mark." Through formal court proceedings the Carson River has been determined to be a navigable body of water within Nevada; and,



WHEREAS, The Division of State Lands must authorize all use of State Lands, pursuant to NRS 321.005, including all navigable bodies of water. In addition, NRS 322.050 through 322.070 gives the administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada; and,

WITNESSETH:

FOR AND IN CONSIDERATION of the rents hereinafter described and other good and valuable consideration contained herein, GRANTOR does hereby grant to GRANTEE a non-exclusive easement for the permanent installation of a sewer line under the bed of the Carson River with the right to construct, install, inspect, maintain, reconstruct and remove said sewer line

That portion of the river included within this non-exclusive easement for sewer line is situate within the bed and banks of the Carson River in a portion of NE ¼ of Section 17, Township 14 North, Range 20 East, M.D.M., as shown on **EXHIBIT A** attached hereto and by reference made a part hereof.

IN FURTHER CONSIDERATION for the grant of this easement, GRANTEE agrees to the following specific conditions:

1. **PURPOSE:** GRANTEE, its successors and assigns, understands and agrees that this non-exclusive easement is for a sewer line only.
2. **JURISDICTION OF STATE:** GRANTEE, or its contractor(s) understands and agrees that this easement for a sewer line extends only to the bed and banks of the Carson River, to the ordinary and permanent high water mark, and shall not be construed to authorize access across other private lands; access to the

river shall be by established public routes and/or authorized access across other private lands. GRANTOR reserves its authority, as defined by law, over the Carson River, and GRANTEE understands that if it wishes to utilize other portions of such waterway not granted to it through this easement, a permit to do so may be required in accordance with applicable laws and regulations.

3. **CONSIDERATION:** In consideration of this non-exclusive easement for the above described sewer line within the Carson River, GRANTEE its successors and assigns, hereby agree to pay an annual easement fee in the amount of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** per year to the GRANTOR for the sewer line easement within the Carson River. [NRS 21.003(2),322.060(2)]. The said fees to be paid in annual installments in advance commencing on August 1, 2005 and on or before August 1st every year thereafter. The fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS
333 WEST NYE LANE, ROOM 118
CARSON CITY, NV 89706**

The GRANTOR further reserves the right to reevaluate, reassess and adjust the easement fees for the sewer line easement every five (5) years. Should GRANTEE dispute a proposed easement fee increase, the dispute may be resolved by an appraisal of the fair market value of the easement. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. The GRANTEE shall pay for the appraisal.



4. **PERMITS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that this easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.
5. **INDEMNIFICATION:** GRANTEES their successors and assigns, and/or agent(s) or contractor(s) understand and agree to the fullest extent of NRS chapter 41 liability limitations. DOUGLAS COUNTY, as Indemnitor, agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation of the sewer line. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification. DOUGLAS COUNTY shall not be liable to indemnify or hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel of its choice.
6. **PUBLIC ACCESS AND INSURANCE REQUIREMENTS:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) understands and agrees that allowing access to the Carson River by the general public is integral to maintaining the recreational value and character of the Carson River as a navigable waterway. For purposes of maintaining public access and



avoiding conflicts with other users receiving permits from the State of Nevada, Division of State Lands, GRANTOR and GRANTEE agree to communicate and coordinate with one another on any use affecting the other party's rights under this easement or state law.

7. **INSPECTION:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to allow GRANTOR the opportunity to inspect the sewer line at any time during construction or after installation. GRANTEE agrees to notify GRANTOR upon the commencement and termination of construction and installation activities to allow interested agencies the opportunity to inspect the sewer line construction site.
8. **MAINTENANCE:** GRANTEE its successors and assigns, will be responsible for all maintenance of the sewer line and understand and agree that the said sewer line must be maintained in good repair at all times. GRANTEE, its successors and assigns, understand and agree that a permit is required from the GRANTOR, subject to the provisions of NRS 322.1007(3-11), through the application process, prior to commencement of any future repair work, reconstruction or modification to the sewer line and/or related activities whenever such work or activities may affect or impact the bed or banks of the Carson River below the ordinary and permanent high water mark.
9. **FURTHER AUTHORIZATIONS:** Further authorization from the Division of State Lands is required prior to commencement of any future work or activities within the river at locations other than that shown on **Exhibit A** whenever such



work or activities may have a permanent effect on the bed and banks of the Carson River below the ordinary and permanent high water mark.

10. **DAMAGE TO STATE LAND:** GRANTEE, its successors and assigns, and /or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during the construction, location, installation, use, operation, inspection future maintenance, repairs, reconstruction and removal of the sewer line.
11. **TERM AND DISCONTINUATION:** The easement granted by GRANTOR and as described more particularly herein shall continue so long as the same may be necessary and required for the purposes for which it was granted. If at any time the GRANTEE should discontinue use or maintenance for a period of ONE (1) year, GRANTOR may terminate the easement, and all right, title and interest therein shall revert to GRANTOR, its successors and assigns, and GRANTOR shall have no further obligation to GRANTEE.
12. **TERMINATION:** The GRANTEE its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that at the termination of this easement, the sewer line will be removed by GRANTEE, if so requested by GRANTOR, and the bed and banks of the Carson River restored to its pre-project condition between the normal high water marks of the channel. Any and all right, title or interest must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from

GRANTOR. Any expenses for removal of sewer line and for the reconstruction of the bed and banks will be borne by GRANTEE or its assigns.

GRANTEE, its successors and assigns, understand and agree that failure to concur with or comply with any of the conditions contained herein will cause this easement to become invalid and may require the removal of the said sewer line from within the river.

13. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to conduct the project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that at no time shall any chemical products, petrochemicals or foreign debris of any kind be discharged, deposited or allowed to enter into the river channel.

During construction, all waste material shall be retained above the ordinary and permanent high water mark for subsequent treatment and evaporation or it shall be transported to an acceptable public dumpsite.

If any component of the project fails, creates a hazard or causes downstream impacts, the GRANTEE agrees to repair or mitigate any damage.

14. **PREHISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work on the projects and related activities, work will be temporarily halted and the State Historic Preservation Office notified.



15. **PLANS AND PHOTOGRAPHS:** GRANTEE its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that the projects and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified if any material alterations to the approved plans which would substantially affect the bed and banks of the river are made or proposed prior to commencement of or during any work in the projects and related activities. The Division of State Lands reserves the right to prohibit said alterations.

GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to provide the GRANTOR with a set of before and after construction photographs of the easement area of the river to be taken from established points. GRANTEE agrees to provide a set of record drawings which reflect the project as it was built within six months of completion of construction and installation of the sewer line through state lands.

16. **HEALTH AND SAFETY:** GRANTEE, its successors and assigns, agree that all construction, installation, use, operation, inspection, future maintenance, reconstruction or removal of the said sewer line will not be allowed to create a hazard or obstruction to navigation, fishing or other recreational uses of the Carson River by the general public.

All covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns as the case may be of the




respective parties. Authorization given by the Division of State Lands does not give any property rights either in real estate or material nor does it obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

This easement does not become effective until a fully executed copy is returned to the Division of State Lands.

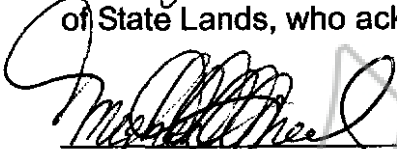
IN WITNESS WHEREOF, the parties hereto have subscribed this non-exclusive easement on the day and year first above written.

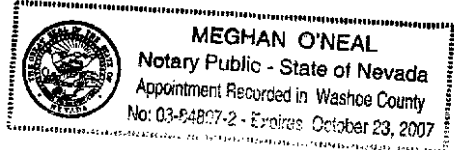
GRANTOR:
STATE OF NEVADA
Division of State Lands

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

STATE OF NEVADA)
CITY OF CARSON CITY) ss.

On, May 3 2005, 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



GRANTEE:

DOUGLAS COUNTY

A political Subdivision of the State of Nevada

By: Kelly D. Kite
KELLY D. KITE
Chairman, Douglas County
Board of Commissioners

APPROVED as to Form:

BRIAN SANDOVAL
Attorney General

Charles Wayne Howle
By CHARLES WAYNE HOWLE
Deputy Attorney General

Date 5 MAY 05



LEGAL DESCRIPTION
North Valley Specific Plan Area Project #1
35' Sanitary Sewer Easement and Future Water Main Easement
Over the Carson River
Portions of APN 1420-08-701-001 and 1420-00-001-005

All that certain real property situate within the Northeast ¼ of Section 17, Township 14 North, Range 20 East, M.D.M., more particularly described as follows;

COMMENCING at the 3" Aluminum Cap located at the southwest corner of APN 1420-08-701-002, said point also being the intersection of the north line of said Section 17 and the centerline of the Virginia & Truckee Railroad – Minden Branch as shown on the Record of Survey for Northern Nevada Correctional Center, File No. 320490, Official Records of Douglas County, Nevada, from which the northeast corner of Section 17 bears S 89°12'29" E, a distance of 845.38 feet;

THENCE S 41°02'40" W, a distance of 126.93' to the **TRUE POINT OF BEGINNING**;

THENCE S 09°19'35" W, a distance of 208.85 feet to a point on the approximate southerly mean high water mark of the Carson River;

THENCE S 52°19'03" W, more or less, along said southerly mean high water mark a distance of 51.33 feet;

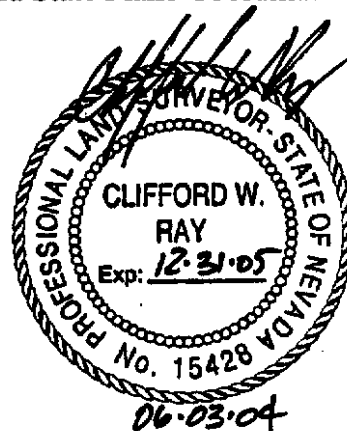
THENCE N 09°19'35" E, leaving said southerly mean high water mark a distance of 246.66 feet to a point on the approximate northerly mean high water mark of the Carson River;

THENCE S 80°14'35" E, more or less, along said northerly mean high water mark a distance of 35.00 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 7,972 square feet, more or less.

The basis-of-bearing for this legal description is the Nevada State Plane Coordinate System, West Zone, NDOT Modified.

PREPARED BY: CAPITAL ENGINEERING
P.O. BOX 3750
CARSON CITY, NV 89702



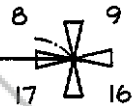
1420-08-701-001
BENTLY FAMILY LTD PARTNERSHIP

1420-08-701-002
NEVADA STATE OF

FND 3" ALUMINUM CAP

589°12'29"E

845.38'



N 80°14'35" W
35.00'

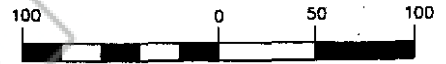
N 110°24'0"E
126.93'

CARSON RIVER

N 09°19'35"E
246.66'

N 09°19'35"E
208.85'

GRAPHIC SCALE



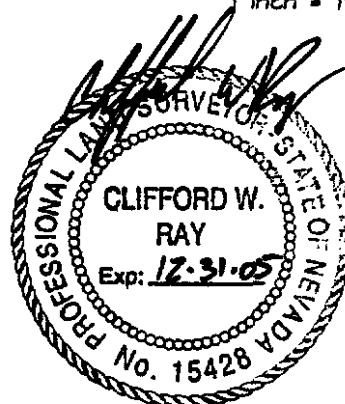
(IN FEET)
1 inch = 100 ft.

1420-00-002-011
INCLINE VILLAGE GID

N 52°19'03" E
51.33'

FND 5/8 RBR W/ CAP PLS 2983

1420-00-001-005
BENTLY FAMILY
LTD PARTNERSHIP



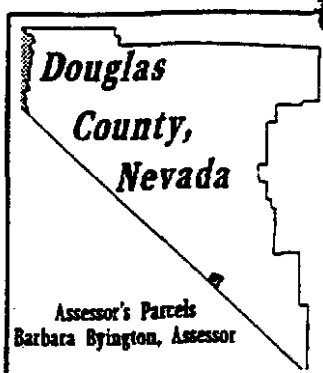
**EXHIBIT MAP FOR
NORTH VALLEY SPECIFIC PLAN AREA
PROJECT #1
35' SANITARY SEWER EASEMENT AND
FUTURE WATER MAIN EASEMENT
OVER THE CARSON RIVER
PORTIONS OF APN 1420-08-701-001
& 1420-00-001-005**

Prepared By:



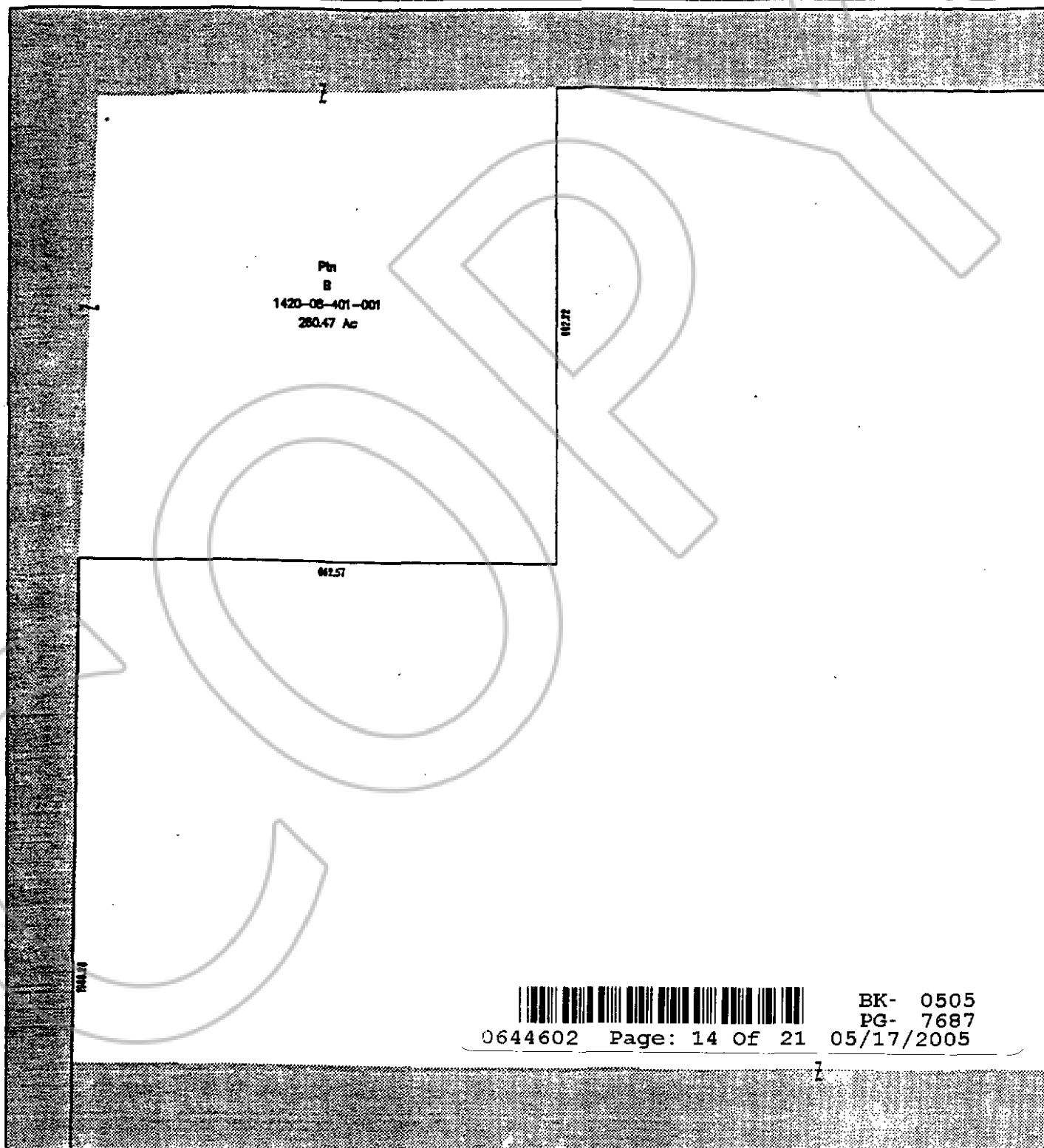
CAPITAL ENGINEERING
P.O. Box 3750
Carson City, NV 89702
(775) 882-5830

BK- 0505
PG- 7686
0644602 Page: 13 of 21 05/17/2005



Map Legend			
	Parcel Boundary	001	Parcel Number
	Sub'd Boundary	110	Parcel Sub/Seq Number
	Road Easement	100	Parcel Acreage
	Town Boundary	B L K	Parcel Block Number
	Township/Range/Section	1	Parcel Lot Number
		1100	Parcel Address

NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and illustrative purposes only. It does not represent survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



0644602 Page: 14 Of 21 BK- 0505
PG- 7687
05/17/2005

T14 N R20 E

SEC. 08

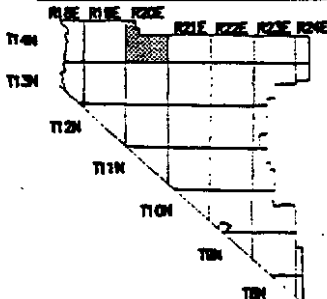
N 2 SE 4

1420-08-7

Number

Number

Number



6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

1	5
2	6
3	7
4	8



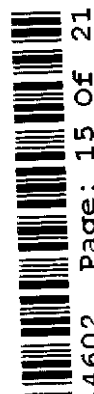
SCALE: 1" = 200'
REVSD: 12/06/00

701

001
174.92 Ac

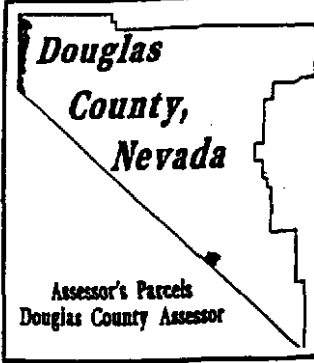
002
30.12 Ac

BK- 0505
PG- 7688
05/17/2005



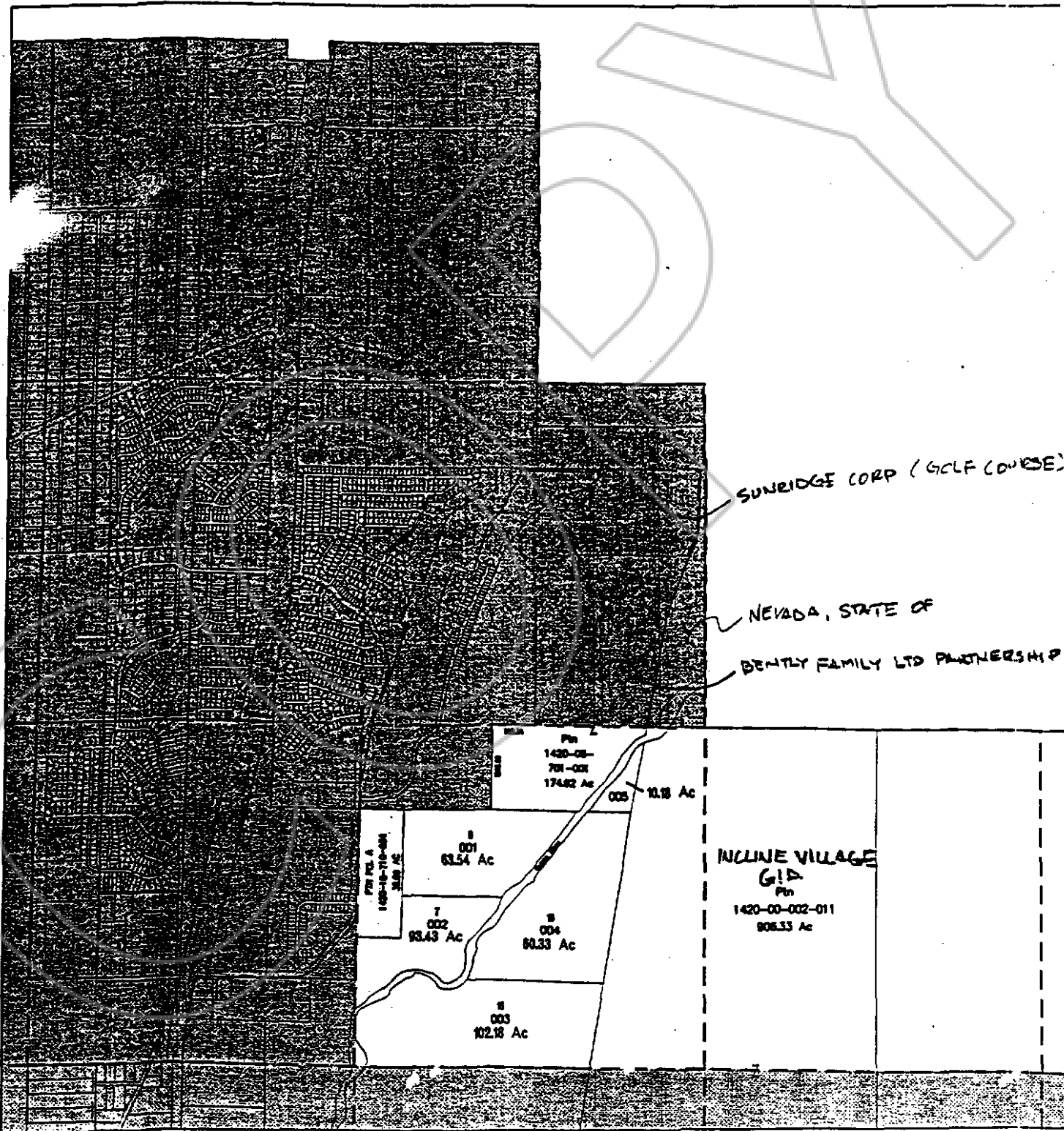
0644602 Page: 15 of 21

This mapping and numbering system. They are in a preliminary state and are subject to ongoing evaluation. If you see any errors or notice any discrepancies, please contact Dawn Patterson at D. C. GIS, 782-9894. (7-10-98)



Map Legend			
	Parcel Boundary	001	Parcel Number
	Sub'd Boundary	110	Parcel Sub/Seq Number
	Easements	L00	Parcel Acreage
	Town Boundary	B L K A	Parcel Block Number
	Township/Range/Section	1	Parcel Lot Number
		L00	Parcel Address

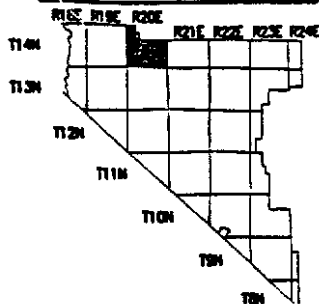
NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and illustrative purposes only. It does not represent survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



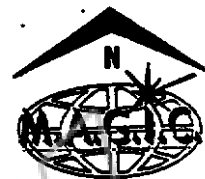
T14 N R20 E

N 2 TWP

1420-00-001



19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



MISSOURI AGENCY SURVEYING & TECHNICAL INFORMATION CENTER

SCALE: 1"=1/2 MI

REVISED: 07/09/2003

Jer

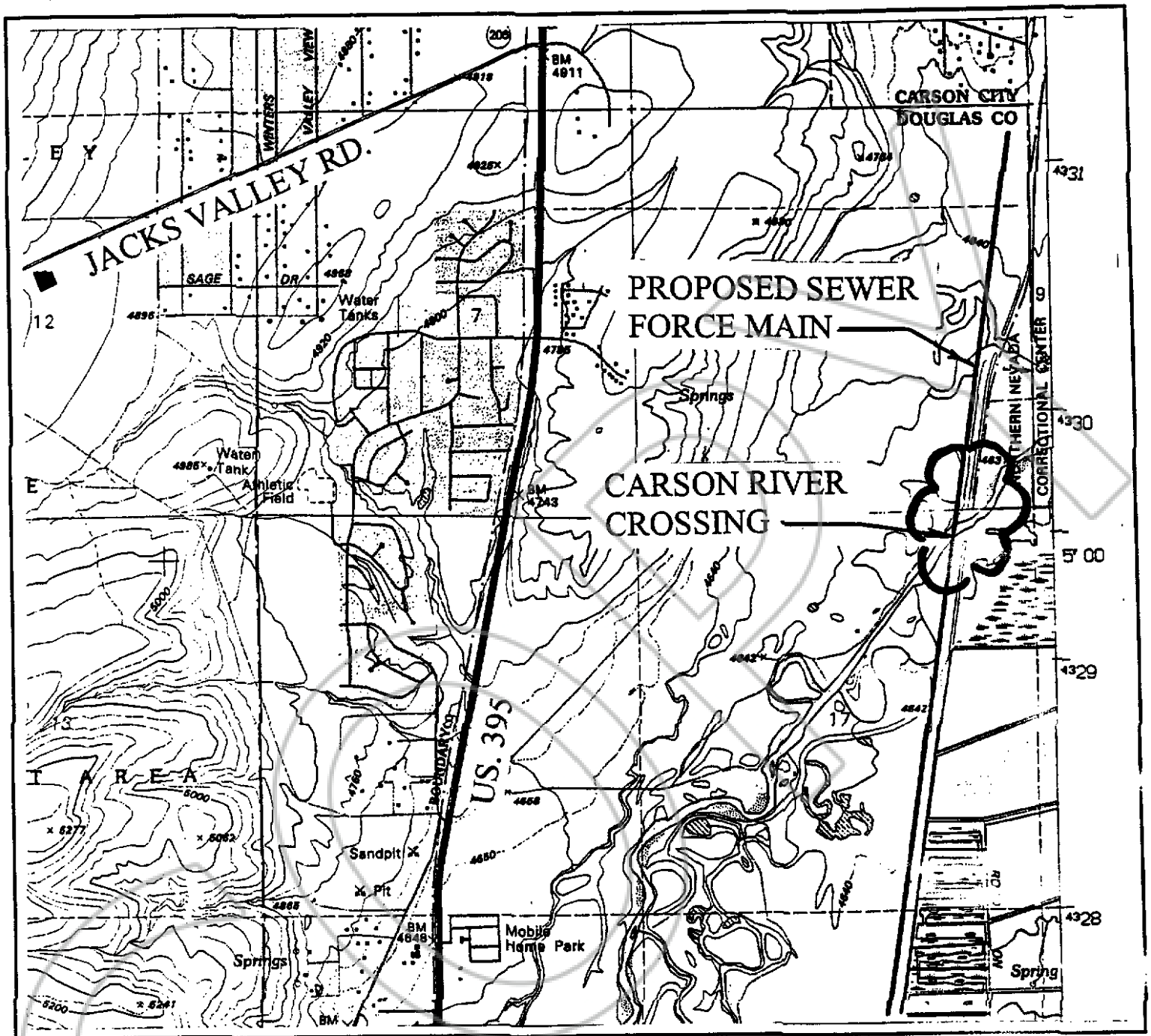
(course)

JERSEY

Carson City

BLM
008
2258.48 Ac

BK- 0505
 PG- 7690
 0644602 Page: 17 of 21 05/17/2005



Reference map
 GENOA QUADRANGLE, NEVADA
 7.5 MINUTE SERIES (Topographic)

Purpose:
 To provide sewer service to
 The North Valley area of
 Douglas County.

Date: 5-03-2004

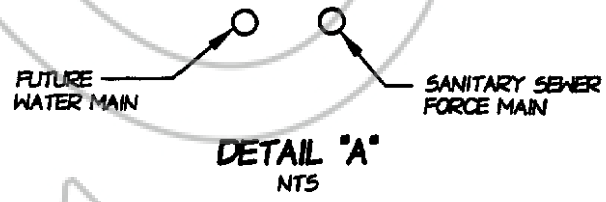
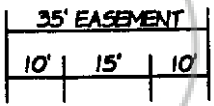
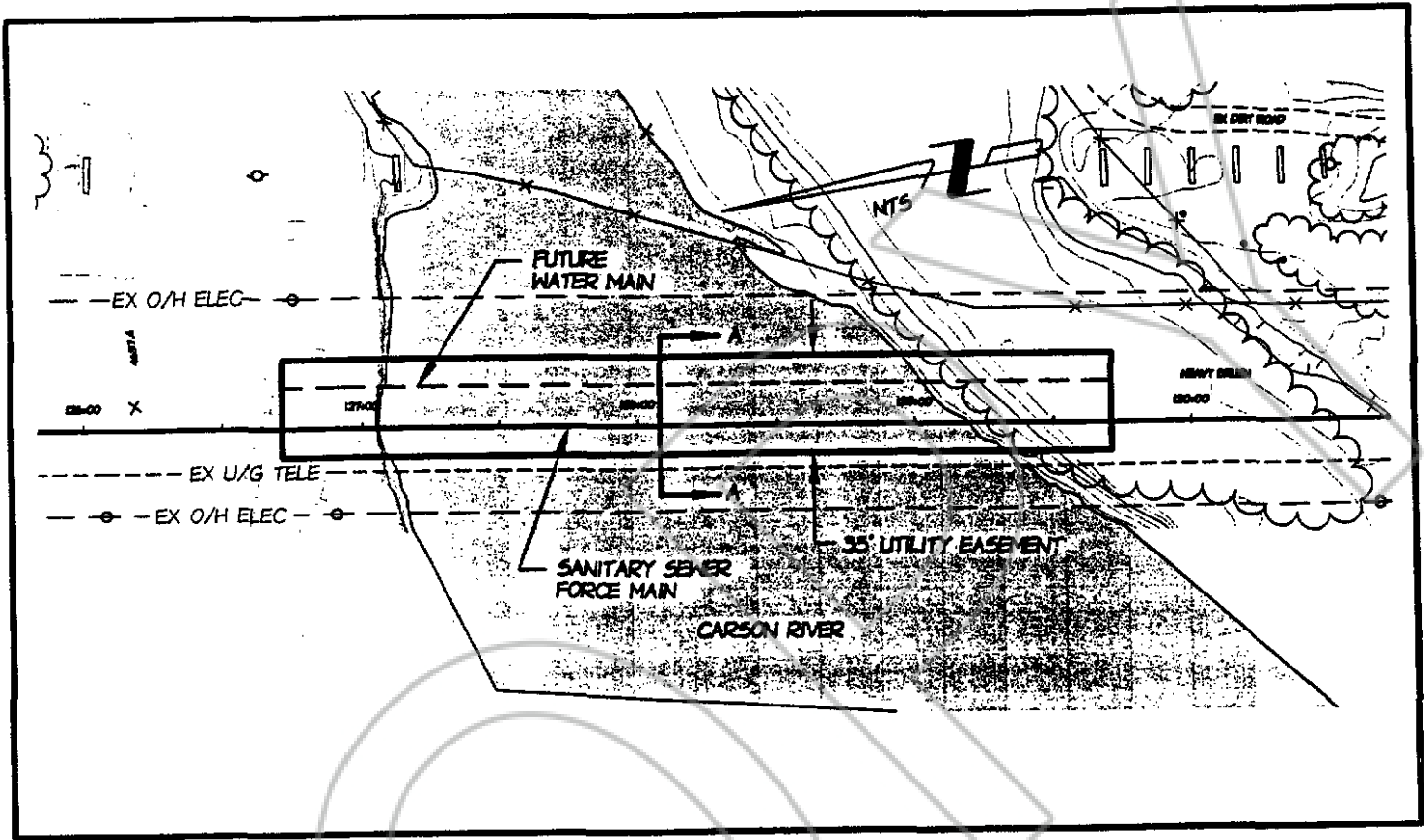
NORTH VALLEY SPECIFIC
 PLAN AREA PROJECT #1

Douglas County, Nevada
 1594 Esmeralda Avenue
 Minden, Nevada 89423

VICINITY MAP

At:
 Douglas County, Nevada

Sheet 1 of 1 sheet



Purpose:
 To provide sewer service to
 The North Valley area of
 Douglas County.

Date: 5-03-2004

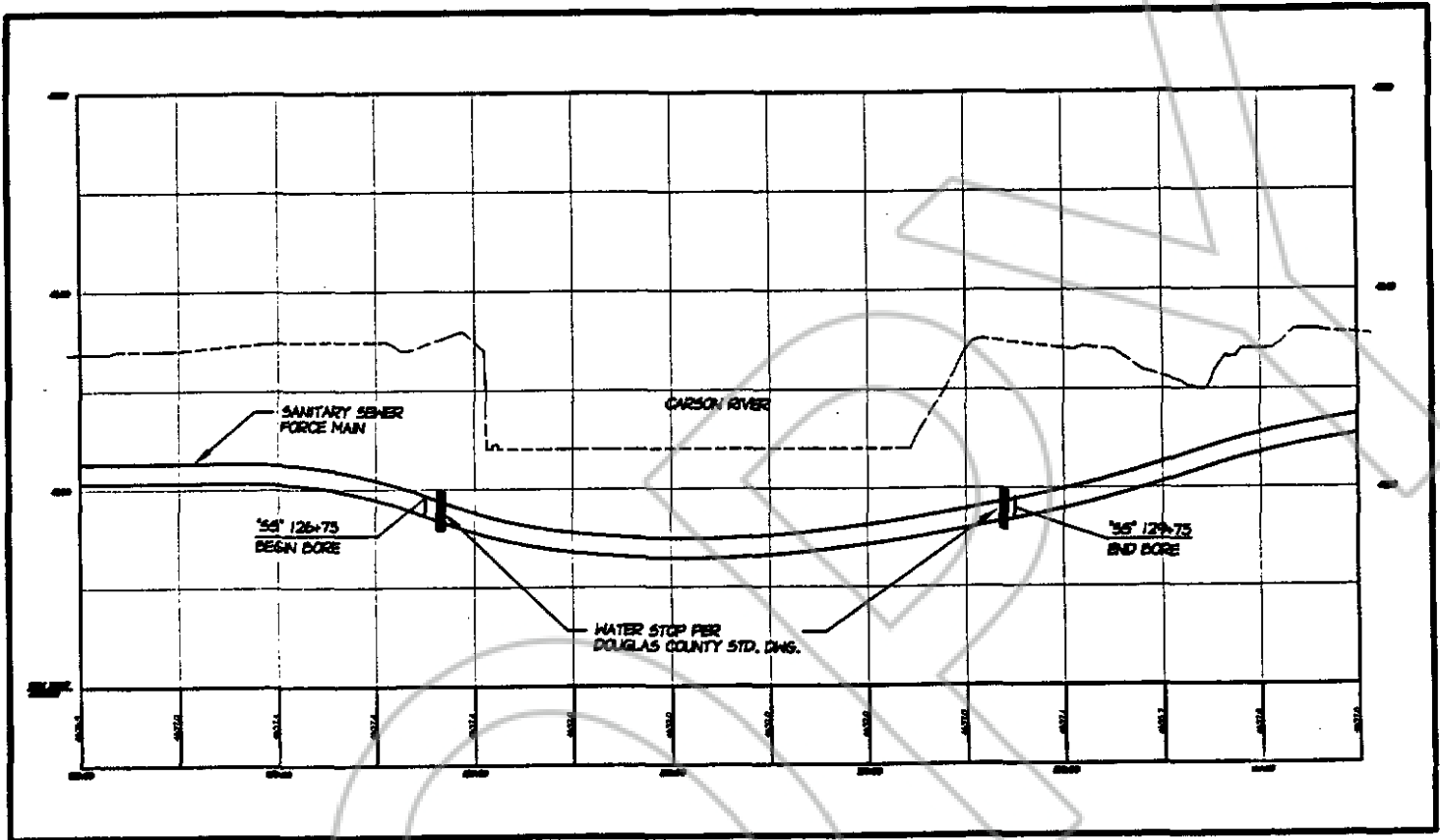
**NORTH VALLEY SPECIFIC
 PLAN AREA PROJECT #1**

Douglas County, Nevada
 1594 Esmeralda Avenue
 Minden, Nevada 89423

RIVER CROSSING
 UNDER: Carson River
 At: Douglas County, Nevada

Sheet 1 of 2 sheets

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 PG- 7692
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 0644602



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BK- 0505
PG- 7693

<p>Purpose: To provide sewer service to The North Valley area of Douglas County.</p> <p>Date: 5-03-2004</p>	<p>NORTH VALLEY SPECIFIC PLAN AREA PROJECT #1</p> <p>Douglas County, Nevada 1594 Esmeralda Avenue Minden, Nevada 89423</p>	<p>RIVER CROSSING</p> <p>UNDER: Carson River At: Douglas County, Nevada</p> <p>Sheet 2 of 2 sheets</p>
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OWNERSHIP OF AFFECTED PARCELS

APN 1420-08-701-001
1420-00-001-005

Bentley Family LTD Partnership
3338 Heybourne Rd.
P.O. Box B
Minden, NV 89423

COPY

SEAL

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: May 16, 2005
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy