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OFFICIAL RECORD

Requested By:

ROUND HILL GENERAL
IMPROVEMENT DISTRICT
Douglas County - NV
Werner Christen - Recorder

Page: 1 of 6 Fee: 19.00
BK-0705 PG- 9765 RPTT: 0.00



APN'S 1318-15-301-002 and 1318-15-703-004
Douglas County

Recording Requested By and Return To:

Nevada Division of State Lands
333 S. Carson Meadows Drive, Suite 44
Carson City, NV 89701

EASEMENT AGREEMENT

This EASEMENT AGREEMENT, made and entered into this 29th day of, April 2005, by and between the STATE OF NEVADA, through its Division of State Lands, hereinafter referred to as "GRANTOR", and ROUND HILL GENERAL IMPROVEMENT DISTRICT, whose mailing address is P.O. Box 976, Zephyr Cove, Nevada 89448, hereinafter referred to as "GRANTEE".

RECITALS

WHEREAS, the STATE OF NEVADA is the owner of that certain real property located in Douglas County, State of Nevada, described as follows:

Douglas County Assessor Parcel Number's 1318-15-301-002 and 1318-15-703-004 (formerly 05-230-04 and 05-290-11). For complete legal descriptions see Exhibit "A" attached hereto and incorporated herein by this reference. The legal descriptions for APN 1318-15-301-002 and APN 1318-15-703-004 appeared previously in that certain document recorded on September 25, 1980, as Document No. 48927, Douglas County Recorder's Office, Nevada.

WHEREAS, GRANTEE has requested an easement across a portion of GRANTOR'S parcels for the construction, installation and maintenance of a new sanitary sewer line as part of a project known as the Round Hill General Improvement District Stream Environment Zone (SEZ)/Water Quality Improvement Project; and

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

WHEREAS, the Round Hill General Improvement District is part of a multi-agency effort to improve the water quality of Lake Tahoe; and

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

NOW, THEREFORE, it is agreed as follows:

WITNESSETH

1. Grant of Easement

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby grants to GRANTEE an Easement, in perpetuity, across a portion of GRANTOR'S parcels of land to survey, construct, place, maintain, inspect, repair, reconstruct and operate a sanitary sewer line as part of the project known as the Round Hill General Improvement District SEZ/Water Quality Improvement Project, said Easement being more fully described in EXHIBIT "B" attached hereto and incorporated herein by reference. The Easement granted herein is subject to all applicable local, state and federal laws. No Fee Estate is intended or created by the granting of this Easement. No right of

access by the general public to any portion of GRANTOR'S property is conveyed by this Easement

2. GRANTEE'S Use of Easement

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

3. Property Damage

GRANTEE understands and agrees to give proper notice to its employees, agents, invitees, successors and assigns that GRANTOR'S property was acquired under the Tahoe Basin Act. GRANTEE agrees not to alter or damage existing soil or vegetation on GRANTOR'S property during any and all activities connected with the Easement granted herein, excepting those previously authorized at part of the SEZ/Water Quality Improvement Project. GRANTEE agrees to pay for and be responsible for all damages to GRANTOR'S real property, improvements and personal property caused by GRANTEE, its employees, agents, invitees, successors and assigns.

4. Indemnity

GRANTEE, its successors and assigns, agree to indemnify, defend and hold harmless the State of Nevada, its officers, employees, agents, invitees, successors and assigns from and against any and all claims, actions, damages, losses, liabilities, costs and expenses, including attorney's fees, arising from the existence of the Easement granted herein, and the

use or maintenance of the Easement by GRANTEE, its employees, agents, invitees, successors and assigns, unless due solely to the negligence of GRANTOR or GRANTOR'S Indemnified Parties. GRANTOR will not waive and intends to assert available statutory liability limitations in all cases, including, without limitations, the provision of NRS Chapter 41.

5. Termination of Easement

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

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

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