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OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE MIN
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 11 Fee: 49.00
BK-309 PG-8034 RPTT: 0.00



#3589, EMR
Nevada Department of Transportation
State Route 207 Water Quality and Erosion Control Project
Douglas County APN 1318-24-702-003

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

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT, made this 13th day
of March, 2009, 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 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 this easement for maintenance, construction, inspection and operation of an AC drainage swale, culvert outlet protection, a rip-rap energy dissipater and for maintenance, construction, inspection, operation and repair of an existing rip-rap crib wall, within that certain real property located, lying and being in the County of Douglas, State of Nevada, and more particularly described on **Exhibit A** 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 assignment is subject to the acquisitions of all necessary local, regional, state and federal permits and approvals as required by law.
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 and the improvements and personal property of others caused by ASSIGNEE, or its contractor(s), while constructing, reconstructing, operating, repairing, maintaining or removing said AC drainage swale, culvert outlet protection, rip-rap energy dissipater and rip-rap crib wall.

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 AC drainage swale, culvert outlet protection, rip-rap energy dissipater and rip-rap crib wall.

5. ASSIGNEE agrees that the AC drainage swale, culvert outlet protection, rip-rap energy dissipater and rip-rap crib wall must be maintained in good repair at all times.

6. ASSIGNOR must receive a written request prior to commencement of any work, including any future construction, reconstruction, repairs or removal of the AC drainage swale, culvert outlet protection, rip-rap energy dissipater rip-rap crib wall.

7. ASSIGNEE understands and agrees that the subject property is environmentally sensitive and was purchased under the Tahoe Bond Act to prevent future development and disturbance. Therefore no buildings or other permanent improvements may be constructed on said properties other than in the areas described in Exhibit A.



8. ASSIGNEE shall ensure all disturbed areas shall be stabilized post-construction in accordance with the TRPA Handbook of Best Management Practices using a seed mix appropriate for stream environment zones (SEZ).

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

10. ASSIGNEE understands and agrees that, if the portions of the property, as described in Exhibit A, 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.

11. ASSIGNEE, its successors and assigns, understands and agrees that failure to concur with or comply with any of the conditions contained herein will cause this assignment of easement to become invalid, but only after notice of non-compliance has been provided by ASSIGNOR to ASSIGNEE and a reasonable period to cure of 30 days has passed. Should ASSIGNOR and ASSIGNEE disagree on whether or not ASSINGEE has complied with the terms and conditions of this assignment of easement, they shall meet to confer and to attempt to resolve any such disputes prior to the commencement of said period to cure.

12. ASSIGNEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that upon the mutual termination of this assignment of



easement, all created improvements will be removed by ASSIGNEE, and if so requested by ASSIGNOR, the property will be returned to its pre-project condition as much as feasible. Any and all right, title or interest must be quitclaimed by instrument to the ASSIGNOR within a reasonable time, without claim or demand of any kind from ASSIGNOR. Except as might otherwise be provided for, any expenses for cure will be borne by ASSIGNEE or its assigns at no expense or cost to the ASSIGNOR.

13. ASSIGNEE agrees that access for maintenance, construction, inspection and operation and of all existing and approved appurtenances shall be from State Route 207 or other paved surfaces. Due to the sensitive stream environment nature of this parcel, vehicle and equipment access and construction material storage are not permitted. ASSIGNEE agrees that all future maintenance and inspection outside paved surfaces will be conducted by foot unless written notice is given to ASSIGNOR outlining the intent and scope of the maintenance and inspection activities and ASSIGNOR grants ASSIGNEE a Right of Entry Authorization for the activity. Further conditions may be outlined by the ASSIGNOR in the Right of Entry Authorization.

This easement is assigned for the maintenance, construction, inspection and operation of an AC drainage swale, culvert outlet protection, a rip-rap energy dissipater and for maintenance, construction, inspection, operation and repair of an existing rip-rap crib wall upon, over, across and through the land herein described, together with the right to enter upon said lands to maintain, construct, and inspect, operate and remove said appurtenances; together with the right to clear and keep cleared any obstruction from the surface as may be deemed necessary to ensure the



safe and proper operation of said appurtenances. It should also be noted that this parcel has two separate easement areas for said appurtenances.

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

ASSIGNOR:

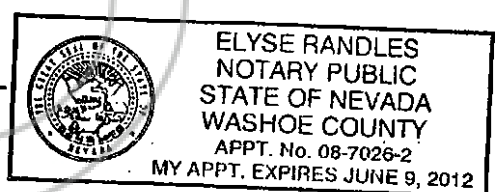
**STATE OF NEVADA
Division of State Lands**

By: *James R. Lawrence*
**JAMES R. LAWRENCE
Administrator and Ex-Officio
State Land Registrar**

STATE OF NEVADA)
 ss.
CITY OF CARSON CITY)

On March 13th, 2009, personally appeared before me, a notary public, JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, ASSIGNOR, who acknowledged that he executed the above document on this date.

Elyse Randles
NOTARY PUBLIC



APPROVED as to Form:

**CATHERINE CORTEZ-MASTO
Attorney General**

By: *Kerry Benson*
**KERRY BENSON
Deputy Attorney General**

ASSIGNEE:

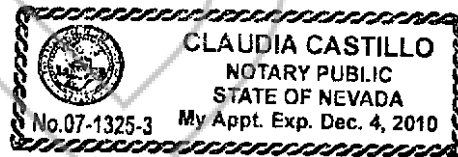
STATE OF NEVADA
Department of Transportation

By: *Susan Martinovich*
SUSAN MARTINOVICH, P.E.,
Director

STATE OF NEVADA)
 ss.
CITY OF CARSON CITY)

On March 20, 2009, personally appeared before me, a notary public,
Susan Martinovich, P.E, Director, ASSIGNEE, who acknowledged that he executed the above
document on this date.

Claudia Castillo
NOTARY PUBLIC



APPROVED:

State of Nevada
Department of Transportation

By: *John L. Burch*
John L. Burch
Chief Right-of-Way Agent

APPROVED as to Form:

CATHERINE CORTEZ-MASTO
Attorney General

By: *Catherine Cortez-Masto*
Nevada Department of Transportation
Deputy Attorney General



BK-309
PG-8040

Project: PLH-0207(005)
E.A. 73194
Water Quality & Erosion Control Project
Parcel: S-207-DO-002.371PE1
S-207-DO-002.371PE2

EXHIBIT A

PERMANENT DRAINAGE AND MAINTENANCE EASEMENT

STATE OF NEVADA

...situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as being portions of the NW 1/4 of the NE 1/4 of the SE 1/4 of Section 24, T. 13 N., R. 18 E., M.D.M., and the individual parcels being more fully described by metes and bounds as follows, to wit:

Parcel S207-DO-002.371PE1

COMMENCING at a 2 inch steel pipe with Brass Cap marked "USGLOS 1939 S24 S19 S25 S30 T13" accepted as being the southeast corner of said Section 24, shown and delineated as a "G.L.O. BRASS CAP STAMPED T13N R18E R19E S24/S19/S25/S30 1939" on that certain RECORD OF SURVEY FOR U.S.F.S., filed for record on November 5, 1990 in Book 1190, Page 433, as Document No. 238109, in the Official Records of Douglas County, Nevada; thence N. 0°44'08" E., along the east line of Section 24, a distance of 2,603.82 feet (record N. 00°02'27" W. – 2,604.12 feet per said Record of Survey) to a U.S.G.L.O. iron pipe accepted as being the east quarter corner of said Section 24, shown and delineated as a "G.L.O. BRASS CAP STAMPED 1/4 S24/S19 1939" on said Record of Survey; thence



S. 62°31'47" W. a distance of 857.83 feet to the POINT OF BEGINNING; said point of beginning being on the right or southerly right-of-way line of SR-207 (Kingsbury Grade), 40.00 feet right of and at right angles to Highway Engineer's Station "L" 127+07.78 P.O.T.; thence N. 2°49'01" W., along said southerly right-of-way line, a distance of 23.01 feet; thence along the following three (3) courses and distances:

- 1) N. 89°15'12" E. - 11.63 feet;
- 2) S. 3°08'26" E. - 23.01 feet;
- 3) S. 89°13'49" W. - 11.76 feet to the point of beginning;

said parcel contains an area of 269 square feet (0.01 of an acre).

Parcel S-207-DO-002.371PE2

COMMENCING at a 2 inch steel pipe with Brass Cap marked "USGLOS 1939 S24 S19 S25 S30 T13" accepted as being the southeast corner of said Section 24, shown and delineated as a "G.L.O. BRASS CAP STAMPED T13N R18E R19E S24/S19/S25/S30 1939" on that certain RECORD OF SURVEY For U.S.F.S., filed for record on November 5, 1990 in Book 1190, Page 433, as Document No. 238109, in the Official Records of Douglas County, Nevada; thence N. 0°44'08" E., along the east line of Section 24, a distance of 2,603.82 feet (record N. 00°02'27" W. - 2,604.12 feet per said Record of Survey) to a U.S.G.L.O. iron pipe accepted as being the east quarter corner of



said Section 24, shown and delineated as a "G.L.O. BRASS CAP STAMPED 1/4 S24/S19 1939" on said Record of Survey; thence S. 67°47'16" W. a distance of 826.55 to the POINT OF BEGINNING; said point of beginning being on the right or southerly right-of-way line of SR-207 (Kingsbury Grade), 40.00 feet right of and at right angles to Highway Engineer's Station "L" 127+91.12 P.O.T.; thence N. 2°49'01" W., along said southerly right-of-way line, a distance of 21.25 feet; thence from a tangent which bears the last described course, curving to the right along said right-of-way line, with a radius of 110.00 feet, through an angle of 50°47'07", an arc distance of 97.50 feet; thence the following five (5) courses and distances:

- 1) S. 42°01'53" E. – 19.00 feet;
- 2) N. 60°27'09" E. – 18.50 feet;
- 3) N. 31°53'18" E. – 16.44 feet;
- 4) N. 74°57'09" E. – 16.50 feet;
- 5) S. 86°52'51" E. – 18.00 feet to the east line of the W 1/2 of the NE 1/4 of the SE 1/4 of said Section 24;

thence S. 0°46'15" W. along said east line, a distance of 108.00 feet;
thence S. 83°09'12" W. a distance 105.89 feet to the point of beginning;
said parcel contains an area of 10,167 square feet (0.23 of an acre).



The Basis of Bearing for these descriptions is the NEVADA STATE PLANE
COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of
Nevada, Department of Transportation.

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

DRAFT

