

78  
DOC # 0798851  
03/15/2012 09:33 AM Deputy: KE  
OFFICIAL RECORD  
Requested By:  
DC/PUBLIC WORKS

Assessor's Parcel Number: N/A

Date: MARCH 14, 2012

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 14 Fee: 0.00  
BK-0312 PG- 3287 REPT: 0.00



Name: EILEEN CHURCH, PUBLIC WORKS  
(RR)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONSTRUCTION AUTHORIZATION #2012 037

(Title of Document)



2012.037

2012 MAR 14 PM 3:51

TELETYPE  
Signature

PRIS 2, REM, #4108/13208  
Douglas County and Carson City  
A.P.N.: 1420-08-701-002, 010-281-46 & 010-281-48

DIVISION OF STATE LANDS  
901 S. STEWART STREET, SUITE 5003  
CARSON CITY, NV 89701-5246

**CONSTRUCTION AUTHORIZATION**

**Douglas County, North Douglas County - Carson City**

**Inter-tie Water Transmission Project**

This Authorization is issued this 6<sup>th</sup> day of March, 2012 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS and the STATE LAND REGISTRAR, for and on behalf of the DEPARTMENT OF CORRECTIONS, hereinafter referred to as GRANTOR, and DOUGLAS COUNTY, a political entity of the State of Nevada, hereinafter referred to as GRANTEE:

**WHEREAS**, GRANTOR owns Douglas County and Carson City Assessor's Parcel Numbers 1420-08-701-002, 010-281-46 and 010-281-48; and

**WHEREAS**, GRANTEE, has made application to and wishes to obtain from the GRANTOR an Authorization to enter onto state land for the purpose of constructing water transmission mains and a fiber optics line for an additional water supply to Carson City; and

**WHEREAS**, NRS 322.100 gives the State Land Registrar the authority to issue a permit, license, or other authorization for any lawful use of state land administered by the Division of State Lands;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby authorize GRANTEE the privilege to enter upon property owned by the State of Nevada for the purposes stated above, hereinafter referred to as "the Project," on the following described property being situate in portions of Sections 8 and 9, Township 14 North, Range 20 East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof.

IN FURTHER CONSIDERATION for issuing this Authorization, GRANTEE, its successors and assigns, and/or its agent(s) and contractor(s) understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the location as shown on **Exhibit A** – Option #3B description, dated May, 2011 and incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Authorization for the Project extends only to the areas described in **EXHIBIT A** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Authorization, a permit, license, easement, or other authorization to do so is required.

3. **CONSIDERATION:** In consideration of this Authorization for the Project, GRANTEE, hereby agrees to pay a one-time fee in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) to GRANTOR for this Authorization on state land [NRS 322.100(1)(b)]. The fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS  
901 S. STEWART ST., SUITE 5003  
CARSON CITY, NV 89701**

4. **TERM:** This Authorization will become effective when a fully executed and notarized copy is returned to the GRANTOR along with the insurance documents as required herein. Unless terminated sooner by another provision, this Authorization shall terminate on **December 31, 2013** or upon recordation of the Easement, which GRANTEE hereby agrees to execute and notarize upon presentation by GRANTOR.

5. **PERMITS:** This Authorization 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.

6. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors 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 and maintenance of Project caused by the GRANTEE. This indemnification does not exclude the State of Nevada's right to participate, at its own expense, in its defense of a matter subject to this indemnification.

7. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

8. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this

Authorization and does not apply to any GRANTEE considered a Public Entity. GRANTEE, its successors and assigns, agrees to carry and to require their contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Authorization. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor prior to their entry upon state property and be sent to:**

**Rick Murray, Land Agent III  
Nevada Division of State Lands  
901 S. Stewart Street, Suite 5003  
Carson City, Nevada 89701**

**9. PLANS AND PHOTOGRAPHS:** The Project and related activities must be completed in accordance with the submitted application and plans, if any, on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the Project which would substantially affect the land are made or proposed prior to

commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations.

**10. INSPECTION:** GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **FIVE (5)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

**11. EXISTING EASEMENTS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused by GRANTEE to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

**12. HISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during the term of this Authorization, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

**13. 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 damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during the term of the Authorization, and further agrees to return the land to reasonably the same pre-project condition upon completion of the work.

14. **MAINTENANCE:** GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project within the authorized area and understands and agrees that the Project must be maintained in good repair at all times.

15. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to construct and maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

16. **LEGAL DESCRIPTION:** GRANTEE agrees to provide an acceptable legal description of the location of the Project, prepared by a Professional Land Surveyor, within thirty days (30) after completion of the Project. GRANTEE is responsible for all costs incurred in surveying the Project and preparing the legal description.

17. **WARRANTIES:** GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

18. **NOTICES:** All notices under this Authorization shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

**GRANTOR'S ADDRESS:**

Division of State Lands  
901 S. Stewart St., Ste. 5003  
Carson City, Nevada 89701

**GRANTEE'S ADDRESS:**

Douglas County Public Works  
P.O. Box 218  
Minden, NV 89423

19. **FURTHER AUTHORIZATIONS:** Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBIT A.**

**20. COMPLIANCE TO CONDITIONS:** Failure to concur with or comply with any of the conditions contained herein will cause this Authorization to become invalid and shall require the termination and, if applicable, removal of the Project and appurtenances. GRANTEE agrees to provide a copy of this Authorization to its contractors prior to entering and beginning any work on the property described herein.

**21. WAIVER:** The failure of either party to insist upon strict performance of any of the covenants and agreements to this Authorization or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

**22. SURVIVAL:** This Authorization, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

**23. ENTIRE AGREEMENT:** This Authorization and conditions incorporated herein contain all of the agreements between the parties 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 the Authorization may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Authorization shall be binding upon GRANTOR and GRANTEE, their successors and assigns during the term of this Authorization.

**24. SEVERABILITY:** If any term or provision of this Authorization, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Authorization or the application of such term or provision to persons or circumstances other than those as to which it is held to be



invalid or unenforceable shall not be affected thereby, and each term and provision of this Authorization shall be valid and shall be enforced to the fullest extent permitted by law.

25. **GOVERNING LAW:** This Authorization shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

26. **VENUE:** Any lawsuit brought to resolve a dispute arising from this Authorization must be brought either in the location of the Project or in Carson City, Nevada.

All covenants and agreements herein contained shall extend to and be a binding contract 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. Except by reason of the sale, merger, or acquisition of GRANTEE, or its assets, this Authorization may not be assigned.

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IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto  
have executed this Authorization as of the day and year first above written.

**GRANTOR:**

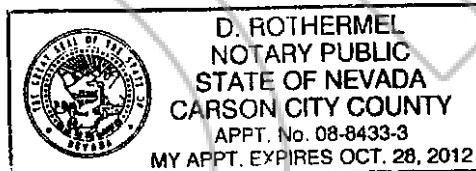
**STATE OF NEVADA**  
**Division of State Lands**

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

STATE OF NEVADA            )  
  ss.  
CITY OF CARSON CITY        )

On, March 06 2012, personally appeared before me, a notary public, JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

*D. Rothermel*  
NOTARY PUBLIC



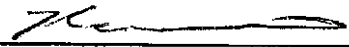
**APPROVED:**

**STATE OF NEVADA**  
**Department of Corrections**

By *Greg Cox*  
GREG COX  
Director

Date: 2/6/12

**CATHERINE CORTEZ MASTO**  
**Attorney General**

By   
**KEVIN BENSON**  
Deputy Attorney General

**COPY**

**GRANTEE:**

**DOUGLAS COUNTY**

By Carl Ruschmeyer  
(Name)  
(Title) Public Works Director

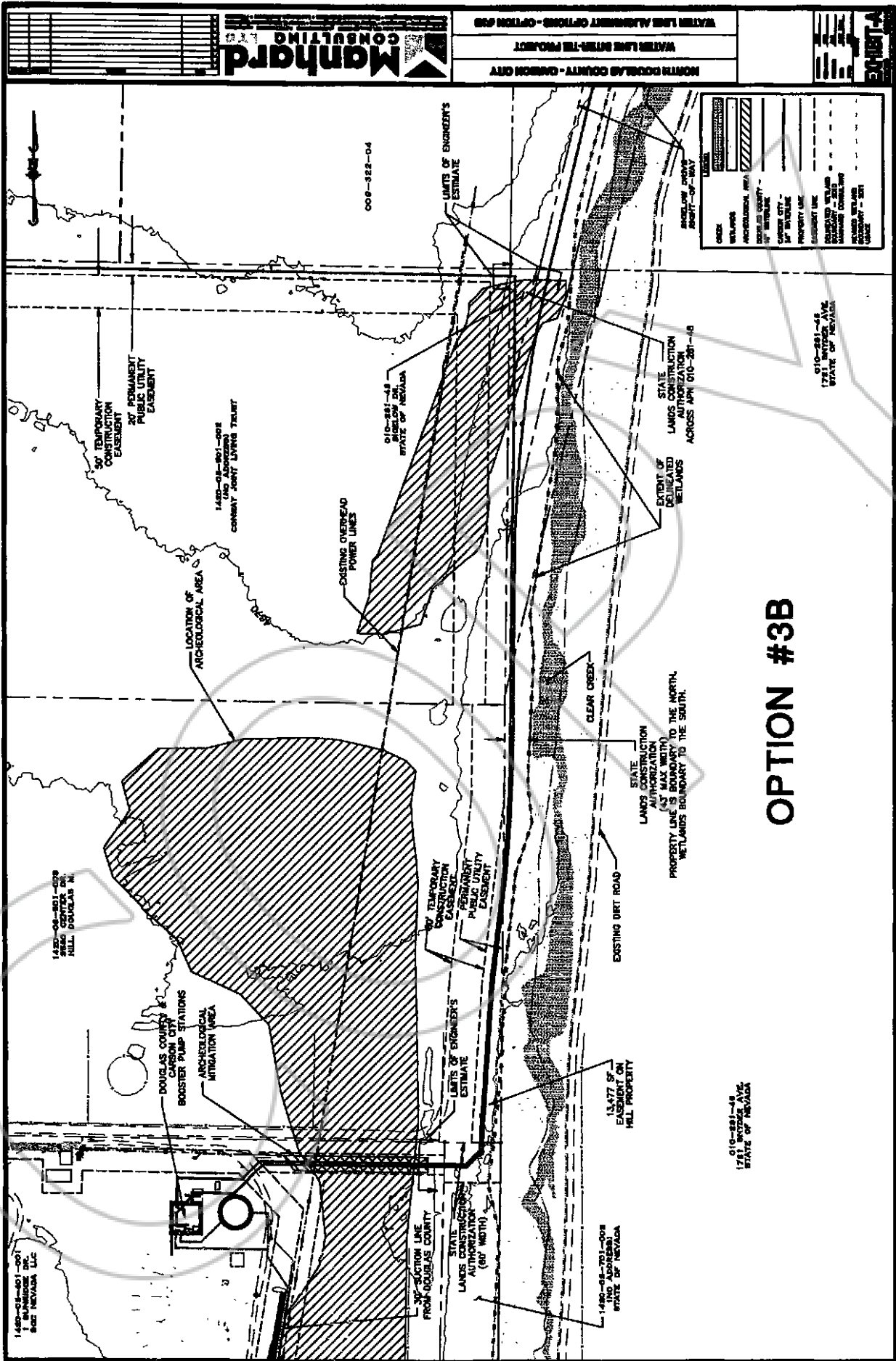
STATE OF NEVADA )  
COUNTY OF Douglas )  
SS.

On March 5, 2012, personally appeared before me, a notary public, Carl Ruschmeyer, who acknowledged that he executed the above document.

Eileen Church

NOTARY PUBLIC





**OPTION #3B**

**EXHIBIT A**



COPY

**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: March 14, 2012  
THIRSON Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By David M. [Signature] Deputy