

N/A

Doc Number: **0831497**

10/01/2013 10:14 AM

OFFICIAL RECORDS

Requested By:
DC/DISTRICT ATTORNEY

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 10 Fee: \$ 0.00

Bk: 1013 Pg: 053



Deputy. sg

Assessor's Parcel Number: 1418-34-201-004

Recording Requested By:

Name: Douglas Ritchie, Chief Deputy District Attorney

Address: _____

City/State/Zip: _____

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Please complete Affirmation Statement below:

X I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

_____ I the undersigned hereby affirm that this document submitted for Recording contains the social security number of a person or persons as required by law: _____ (state specific law)

Douglas V. Ritchie
Signature (Print name under signature)

Chief Deputy District Attorney

Title

LAND USE AGREEMENT

(Title of Document)

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from: _____ (Document Title), Book: _____ Page: _____

Document # _____ recorded _____ (Date) in the Douglas County Recorders Office.

-OR-

If Surveyor, please provide name and address:

This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fees apply)

LAND USE AGREEMENT

*September
KB [Signature]*

This Land Use Agreement is made this 9 day of August, 2013, by and between Kirk B. Ledbetter and Debra K. Ledbetter ("Licensors") and Douglas County, a political subdivision of the State of Nevada ("Permittee").

WHEREAS, the Licensors are the fee owners of the real property located at 1220 Highway 50, Douglas County, Nevada, also known as Douglas County Assessor's Parcel Number 1418-34-201-004, and as more fully described in Exhibit "A" attached hereto and incorporated by this reference ("Premises");

WHEREAS, the Permittee desires to secure a license to access an existing utility vault on the Premises for the purpose of installing, repairing, upgrading, and maintaining public utilities contained within that vault and within the Licensed Area as more particularly defined and described in Exhibit "A" and graphically represented by Exhibit "B" attached hereto and incorporated by this reference;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **The Premises.** The Permittee may enter upon and use the Premises only for those purposes specifically authorized by this Agreement.
2. **Use of the Premises.** The Permittee shall enter upon and use the Premises for the purpose of installing, repairing, upgrading, and maintaining public utilities within the existing Vault and the Licensed Area. No ownership, leasehold, easement, possessory or other rights to the Premises shall vest in Permittee by virtue of this Agreement.
3. **Condition of the Premises.** Permittee has inspected and is satisfied with the "as is" condition of the Premises at and around the utility vault and Licensed Area. Licensors neither make nor have made any representation or warranty as to the condition of said premises or as to any other matter affecting this Agreement.
4. **License Period.** This Agreement shall commence upon the date of this Agreement and continue in perpetuity for so long as Licensors are the fee owners of the Premises and for so long as Permittee requires access to the existing utility vault on the Premises for the purposes of installing, repairing, upgrading and maintaining public utilities contained within said vault and within the Licensed Area.
5. **Termination.** This Agreement shall terminate without any action by either party if:
 - a. Licensors cease to be the fee owners of the Premises.

- b. Permittee no longer requires access to the existing utility vault on the Premises for the purposes of installing, repairing, upgrading and maintaining public utilities contained within said vault and within the Licensed Area.

6. Prohibited Uses.

- a. Permittee shall not perform any acts upon the Premises, including, but not limited to, the making of any improvements or alterations to the Premises, except as specified in Paragraph 2 of this Agreement.
- b. Permittee shall not perform any activities on the Premises which damage or lessen the value of the Premises. Licensors shall notify Permittee if they believe Permittee is engaging in any activity that they believe is damaging or decreasing the value of the Premises within seven (7) days of the discovery of such activity.
- c. Permittee shall not make any improvements or alterations to the Premises that block, restrict or impair the view of travel of vehicle, bicycle or pedestrian traffic on US Highway 50.
- d. Permittee shall not make any improvements or alterations that will expand the current size or dimensions of the vault.
- e. Permittee shall not affix any advertisement, notice or sign in, to, or on the Premises, other than those required by law or for safety purposes, without first obtaining the specific written consent and authorization of Licensors.

7. Additional Requirements Upon Permittee.

- a. Permittee shall notify Licensors of any damage or accident occurring on the Premises within twenty-four (24) hours of any occurrence while Permittee is conducting construction on the Premises.

8. Risk upon Permittee.

- a. All work performed by Permittee on the Premises are to be made solely and exclusively at the risk and sole cost and expense of Permittee, and no part thereof is, or shall be, reimbursable by Licensors for any reason whatsoever.
- b. Permittee's activities on the Premises were not, and are not, supervised or directed by Licensors. Licensors assume no obligation or responsibility, nor shall they have any liability for, any expenditure or for any activities resulting in any form of damage or injury to Permittee's agents, employees or to third parties.

9. Indemnification. During the term of this Land Use Agreement, Permittee promises and agrees to defend, indemnify, and hold harmless Licensors, their agents, representatives, and employees from and against any and all: (i) claims for damages, demands, suits, liability or expenses by reason of injury to persons or damage to property, including property of Licensors, arising from work or activities of any nature performed by or on behalf of Permittee arising from this Agreement, and (ii) liens and encumbrances which may be placed, filed or recorded against the premises as a result of work or other activities of any nature performed by or on behalf of Permittee. When, as, and if any such lien or encumbrance is placed, filed or recorded against the Premises, Permittee agrees to immediately remove, satisfy or otherwise discharge any such lien or encumbrance.

10. Right of Entry. Licensors and their agents and employees may enter upon the Licensed Area at any time to: (i) examine the Premises to determine whether or not Permittee is complying with the terms of this Agreement; (ii) responding to any emergency condition in or around the Licensed Area; (iii) repairing or developing any property adjacent to the Licensed Area, as long as those repairs or development do not interfere with Permittee's activities on the Premises as defined in this Agreement.

11. No Assignment or Sublicensing. The License granted by Licensors pursuant to this Agreement is granted solely to Permittee and shall not be assignable, in whole or in part, by Permittee for any reason whatsoever except to NV Energy, and its successors or assigns. Permittee shall not sublicense access to the Premises or the Licensed Area or any part thereof without first obtaining the specific written consent and authorization of Licensors. Agents and employees acting on behalf of and at the direction of Permittee shall not be deemed as assignment or sublicense of Permittee's rights.

12. Amendment. This Agreement may not be amended, altered, modified, or extended except by a written instrument signed by all parties.

13. Merger. This Agreement is the only agreement between Licensors and Permittee with respect to the Premises and Licensed Area, and any and all prior oral or written agreements between Licensors and Permittee are hereby expressly revoked.

14. Notices. All notices or communications given or required to be sent under this Agreement shall be in writing and sent by regular mail addressed as follows:

Licensors: Kirk and Debra Ledbetter
P.O. Box 769
Zephyr Cove, NV 89448

Permittee: Office of the District Attorney
Douglas County
P.O. Box 218
Minden, NV 89423

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSORS

By: *Kirk B. Ledbetter*
Kirk B. Ledbetter

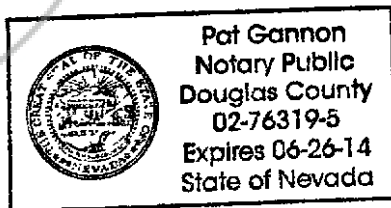
By: *Debra K. Ledbetter*
Debra K. Ledbetter

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Land Use Agreement was acknowledged before me by Kirk B. Ledbetter, the owner of the real property commonly known as 1220 Highway 50, County of Douglas, State of Nevada, and also known as Douglas County Assessor's Parcel Number 1418-34-201-004, the subject real property.

WITNESS my hand and official seal.

By: *Pat Gannon*
Notary Public

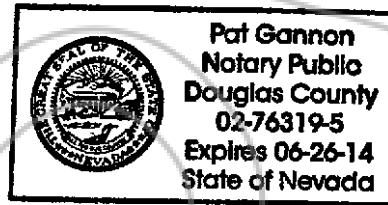


STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Land Use Agreement was acknowledged before me by Debra K. Ledbetter, the owner of the real property commonly known as 1220 Highway 50, County of Douglas, State of Nevada, and also known as Douglas County Assessor's Parcel Number 1418-34-201-004, the subject real property.

WITNESS my hand and official seal.

By: Pat Gannon
Notary Public



PERMITTEE
Douglas County

By: [Signature]

Its: County Manager

EXHIBIT "A"

All that real property situate in the County of Douglas, State of Nevada, more particularly described as follows:

Beginning at Northwesterly corner of the Parcel of land described in that Grant, Bargain and Sale Deed recorded on February 10, 2199, in Book 299, at Page 2262, as Document 0460877, Douglas County Records;

Thence South 29°00'00" East along the Meander Line of Lake Tahoe 148.80 feet to the Southwest corner of said Parcel;

Thence leaving said Parcel North 89°53'00" West 166.5 feet more or less to a point on the approximate Low-Water Line of Lake Tahoe, elevation 6223.0 feet, Lake Tahoe Datum;

Thence Northerly along said approximate Low-Water Line the following nine courses:

- North 28°40'13" West 2.20 feet;
- North 53°53'12" East 21.87 feet;
- North 27°27'26" West 28.00 feet;
- North 46°11'27" West 13.81 feet;
- North 47°13'05" West 18.30 feet;
- North 47°37'59" West 16.93 feet;
- North 00°30'45" West 17.77 feet;
- North 27°49'50" West 30.16 feet;
- North 06°28'37" West 12.67 feet;

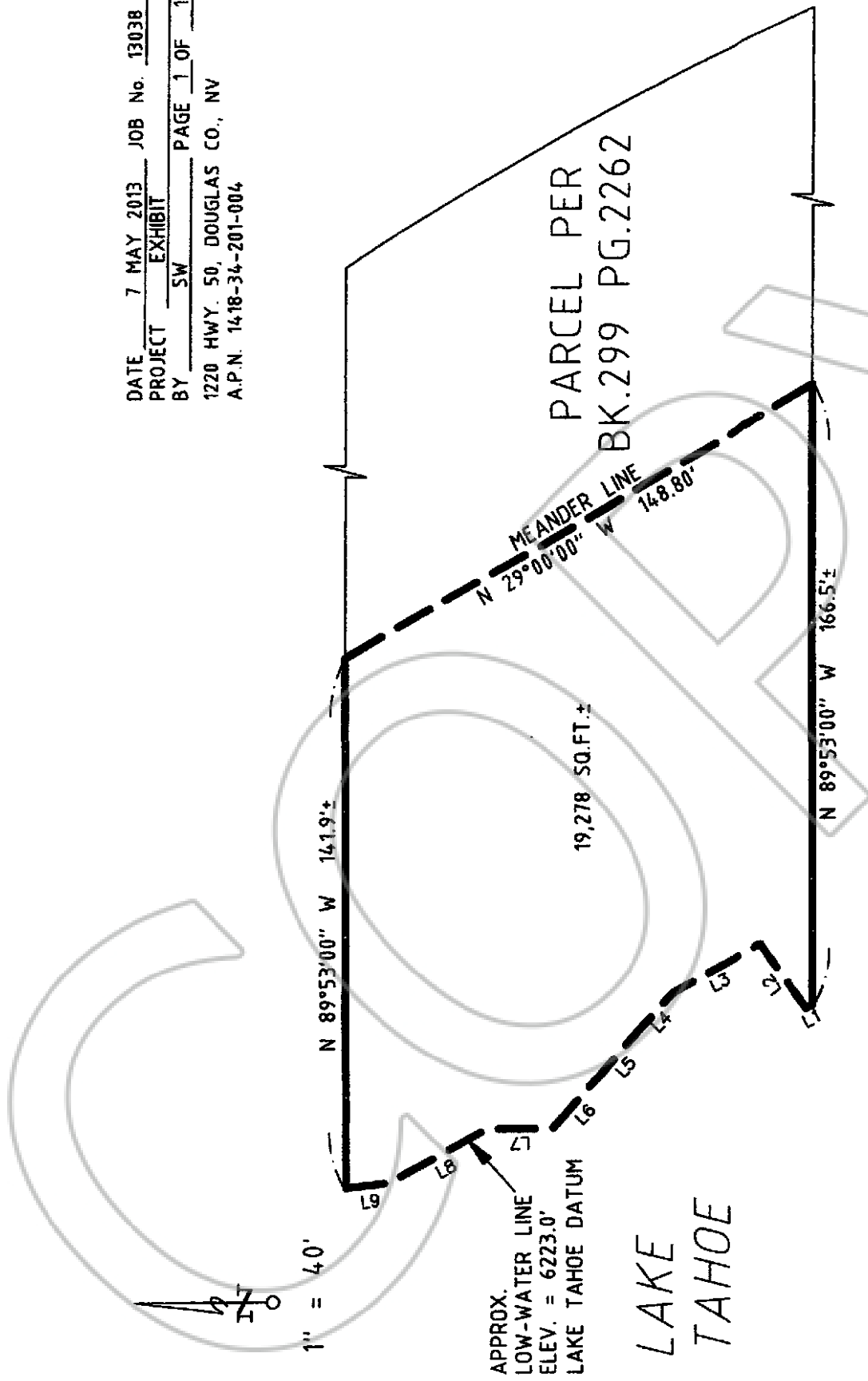
Thence leaving said approximate Low-Water Line South 89°53'00" East 141.9 feet more or less to the Point of Beginning.

Containing 19,278 square feet, more or less.

The Basis of Bearing for the description is the referenced Grant, Bargain and Sale Deed.

Notwithstanding the foregoing, the License Area will be reduced to an area extending five (5) feet from the perimeter of the existing Aboveground and Underground Cave Rock/Skyland Water System facilities and of the Aboveground and Underground Utility Facilities originally installed in connection with Sierra Pacific Power Company Work Request Number 3000097702 (the "Vault"), and reduced further to the midpoint of the existing Vault on the north side.

DATE 7 MAY 2013 JOB No. 1303B
 PROJECT EXHIBIT
 BY SW PAGE 1 OF 1
 1220 HWY. 50, DOUGLAS CO., NV
 A.P.N. 1418-34-201-004



LINE	BEARING	DISTANCE
L1	N 28°40'13" W	2.20'
L2	N 53°53'12" E	21.87'
L3	N 27°27'26" W	28.00'
L4	N 46°11'27" W	13.81'
L5	N 47°13'05" W	18.30'
L6	N 47°37'59" W	16.93'
L7	N 00°30'45" E	17.77'
L8	N 27°49'50" W	30.16'
L9	N 06°28'37" W	12.67'

JA **TURNER & ASSOCIATES, INC.**
 LAND SURVEYING
 (775) 588-5688
 388 DORLA COURT, SUITE 203
 ROUND HILL, NEVADA
 P.O. BOX 5447 - STAELENE, NEVADA 89449
 PROJECT FILE 13038

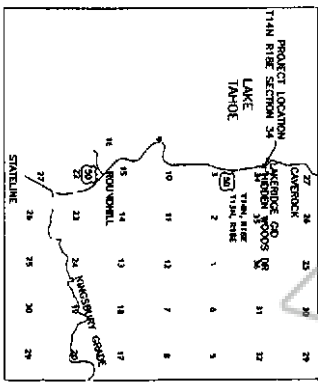
COPY

EXHIBIT "B"

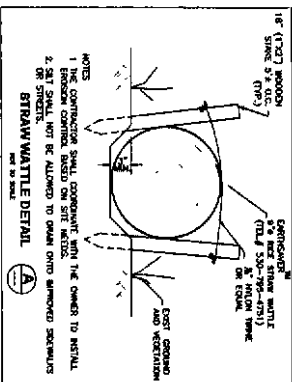
M:\Public Works ACAD\Utilities\Cave Rock Skyland Water System\Smart Valve\Electrical Conduit.dwg



EXISTING CAVE ROCK / SKYLAND SMART VALVE PHOTO



VICINITY MAP - NOT TO SCALE



STRAW WATTLE DETAIL

This Space Reserved for Sub Contractor Logos Do Not Draw in This Area

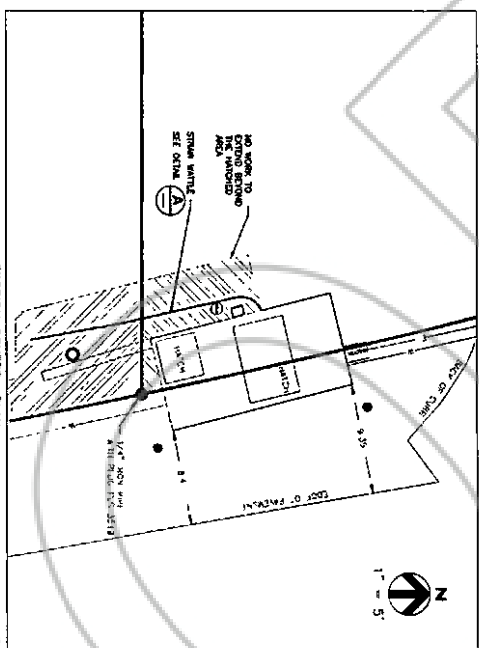


4	8/21/2011	Program Set for RC Energy Review
5	9/15/2011	Program Set for RC NOT Review
6	9/20/2011	Revised for Permitting
7	12/06/2011	Incorporated Trench Slowing Data
8	3/23/2013	Final Easement

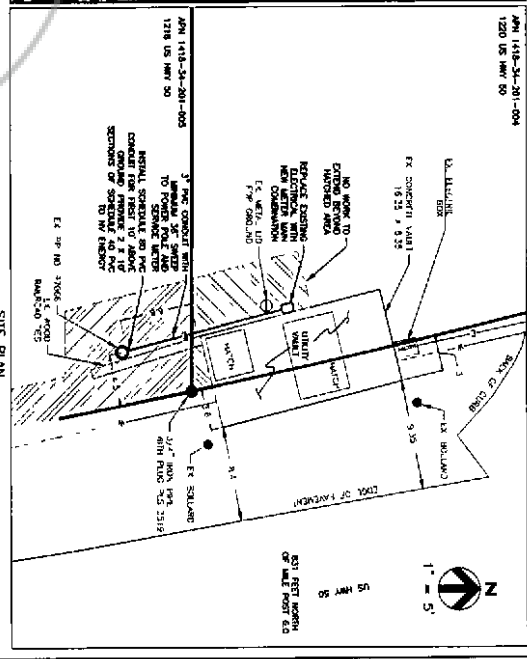
PROJECT MANAGER	DATE	PROJECT STATUS
	September 16, 2011	CONSTRUCTION



LOCATION MAP



EROSION CONTROL PLAN



SITE PLAN

- NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH ALL ENERGY STANDARDS FOR COMMERCIAL/INDUSTRIAL STANDARDS SEE ALL ENERGY CODES IN
 2. CONDUIT TRENCH APPROXIMATELY 48-INCHES DEEP, 18-INCHES WIDE AND 15'-FEET LONG (APPROXIMATELY 3.3 C.Y.).
 3. EXCAVATED MATERIAL SHALL TEMPORARILY BE PLACED UPGRADE FROM WORK AREA AND BE REMOVED FROM SITE AT THE END OF EACH WORK DAY.
 4. EXCAVATED MATERIAL UNSUITABLE FOR FILL SHALL BE REMOVED FROM SITE TO THE APPROVED LOCATION FOR DISPOSAL OR OUT OF THE LAKE TAHOE BASIN.
 5. REVEGETATE ALL DISTURBED AREAS WITH UPGRADE - HIGH DISTURBANCE SPECIES. REVEGETATION SHALL BE APPROVED BY THE LOCAL AGENCY BEST MANAGEMENT PRACTICE HANDBOOK OR TO MATCH PRE-EXISTING LANDSCAPE.
 6. PROTECT ALL EXISTING LANDSCAPING AND IRRIGATION LINES.
 7. NO WORK IS TO EXTEND BEYOND HATCHED AREA.



**CAVE ROCK / SKYLAND
SMART VALVE
ELECTRICAL CONDUIT**

**CAVE ROCK / SKYLAND
SMART VALVE
ELECTRICAL CONDUIT**

DATE	SCALE	REVISION
1	AS SHOWN	