

Doc Number: **0842110**

05/06/2014 03:40 PM

OFFICIAL RECORDS

Requested By:
DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 18 Fee: \$ 0.00

Bk: 0514 Pg: 1212



Deputy gb

Assessor's Parcel Number: N/A

Date: MAY 6, 2014

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS
 (CR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

NON-EXCLUSIVE UTILITY EASEMENT #2014.098

(Title of Document)

FILED

NO. 2014 098

2014 MAY -6 PM 12: 07

TED THUAN
CLERK

BY [Signature] DEPUTY



PRIS 2, REM, 4758, 14002
Douglas County and Carson City
A.P.N.: 1420-08-701-002, 010-281-46 & 010-281-48

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE UTILITY EASEMENT

DOUGLAS COUNTY PUBLIC WORKS

INTER-TIE WATER TRANSMISSION LINE TO CARSON CITY

This Non-Exclusive Easement is made and entered into this 22 day of April, 2014 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, for and on behalf of the NEVADA 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 Assessor Parcel Number 1420-08-701-002 and Carson City Assessor Parcel Numbers 010-281-46 and 010-281-48; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR an easement for constructing and maintaining a water transmission main and fiber optic line for providing additional water supply to Carson City; and

WHEREAS, NRS 322.050 and 322.060 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;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Easement for the purposes stated above, hereinafter referred to as “the Project,” under, over, across and/or through the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, under, across and/or through a portion of that certain property situate in the Northeast Quarter (NE 1/4) of Section 8 and the Northwest Quarter (NW 1/4) of Section 9, Township 14 North, Range 20 East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, 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 North Douglas County-Carson City Waterline Inter-tie Project approved on March 6, 2012, incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Non-Exclusive Easement for the Project extends only to the areas described in **EXHIBITS A and B** 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 Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.

3. CONSIDERATION: For and in consideration of the Project, GRANTEE, its successors and assigns, hereby agree to pay an annual easement fee in the amount of TWO HUNDRED FIFTY AND NO/100'S DOLLARS (\$250.00) per year to the GRANTOR for the Project [NRS 321.003(2),322.060(2)]. Said fees are to be paid in advance commencing on the execution date of this Non-Exclusive Easement and on or before JANUARY 1st every year thereafter for the entire duration of said Non-Exclusive Easement. This 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**

The GRANTOR reserves the right to reevaluate, reassess and adjust the Non-Exclusive Easement fee for the Project every five (5) years. Should GRANTEE dispute a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the Non-Exclusive Easement and other actions as required by law. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. The GRANTEE shall pay for the appraisal and any associated costs.

4. LATE PAYMENT FEE: If, after full execution of this Non-Exclusive Easement, any payment is not made to GRANTOR within **THIRTY (30) days** of the due date as provided herein, the GRANTEE shall pay the GRANTOR a late payment fee in the amount of TWENTY FIVE AND NO/100'S DOLLARS (\$25.00). If late fees become more than **SIXTY (60) days** in arrears, the Non-Exclusive Easement may be terminated by the GRANTOR.

5. **PERMITS:** This Non-Exclusive 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.

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 the Project. This indemnification does not exclude the State of Nevada's right to participate 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 Non-Exclusive Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-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 Non-Exclusive Easement. 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 and sub-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 and sub-contractor prior to their entry upon state property and be sent to:**

**Rick Murray, Land Agent
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 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 alterations to the approved plans 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. GRANTEE agrees to provide GRANTOR with a set of before and after construction photographs of the Project to be taken from established points agreed to by GRANTOR.

10. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **TWO (2)** 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 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 any work performed within the Non-Exclusive Easement, 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 or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

14. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Non-Exclusive Easement and understands and agrees that the Project must be maintained in good repair at all times.

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

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

17. NOTICES: All notices under this Non-Exclusive Easement 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, Nevada 89423

18. 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 **EXHIBITS A & B**.

19. TERMINATION: Either party shall have the right to terminate this Non-Exclusive Easement in whole or in part any time during the term hereof, provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. 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. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns at no expense or cost to the GRANTOR.

20. TERM AND DISCONTINUATION: This Non-Exclusive Easement shall continue so long as the same may be necessary and required for the purposes for which it was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Easement shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

21. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Easement to become invalid and shall require the removal of the Project and appurtenances. All right, title and interest in the Non-Exclusive Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Easement to its contractors prior to entering and beginning any work on the property described herein.

22. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Easement 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.

23. SURVIVAL: This Non-Exclusive Easement, 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.

24. ENTIRE AGREEMENT: This Non-Exclusive Easement 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 Non-Exclusive Easement 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 Non-Exclusive Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

25. AMENDMENT OR MODIFICATION: This Non-Exclusive Easement may be amended or modified at any time with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

26. SEVERABILITY: If any term or provision of this Non-Exclusive Easement, 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 Non-Exclusive Easement 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 Non-Exclusive Easement shall be valid and shall be enforced to the fullest extent permitted by law.

27. GOVERNING LAW: This Non-Exclusive Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

28. VENUE: Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Easement must be brought either in the location of the Project or in Carson City, Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Easement as of the day and year first above written.

GRANTOR:

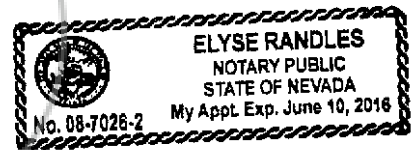
**STATE OF NEVADA
Division of State Lands**

By Charles Donohue
CHARLES DONOHUE
Acting Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On April 22, 2014 personally appeared before me, a notary public, CHARLES DONOHUE, Acting Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

[Signature]
NOTARY PUBLIC



GRANTEE:

DOUGLAS COUNTY

A political entity of the State of Nevada

By *Doug N. Johnson*
DOUG N. JOHNSON
Board of Commissioners
Chairman

STATE OF NEVADA)
 ss.
COUNTY OF DOUGLAS)


On March 20, 2014 personally appeared before me, a notary public, DOUG N. JOHNSON, Chairman, Douglas County Board of Commissioners, who acknowledged that he executed the above document.

[Signature]

[Signature]
CLERK TO THE BOARD

APPROVED as to Form:

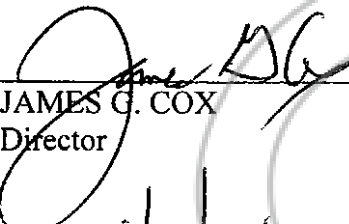
CATHERINE CORTEZ MASTO
Attorney General

By 
KEVIN BENSON
Deputy Attorney General

Date: 2-4-14

APPROVED:

STATE OF NEVADA
Department of Corrections

By 
JAMES G. COX
Director

Date: 4/1/14



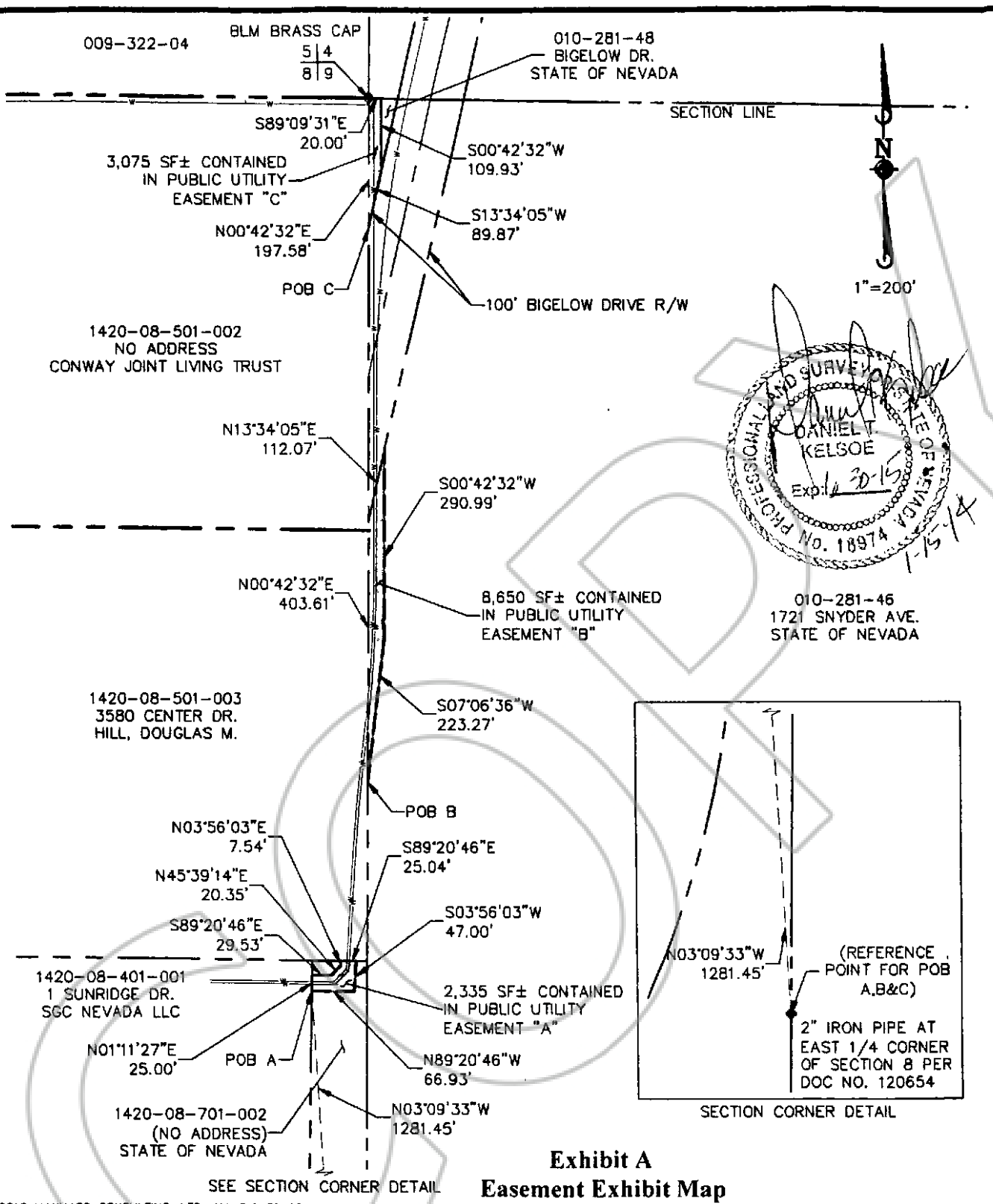


Exhibit A
Easement Exhibit Map

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Manhard CONSULTING LTD

9800 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 748-6800 fax: (775) 748-6882 www.manhard.com
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

| | |
|---|----------------------|
| NORTH DOUGLAS COUNTY - CARSON CITY | |
| WATERLINE INTERTIE PROJECT | |
| STATE LANDS EASEMENTS EXHIBIT | |
| PROJ. MGR.: DLR | SHEET |
| DRAWN BY: MSH | EXHIBIT A MAP |
| DATE: JAN 2014 | DCDCN7 000544 |
| SCALE: 1"=200' | |

LEGAL DESCRIPTION
North Douglas County – Carson City Waterline Inter-tie Project
North County Section PWP# DO – 2012 – 08

The following describes three parcels of land situate within a portion of the Northeast quarter (NE1/4) of Section Eight (8) and the Northwest quarter (NW1/4) of Section Nine (9), Township Fourteen (14) North, Range Twenty (20) East, Mount Diablo Meridian, Douglas County, Nevada; being described as follows:

PUBLIC UTILITY EASEMENT "A"

Commencing at the 2" iron pipe found at the East Quarter corner of Section 8, as shown on that Record of Survey, Document No. 120654, Official Records of Douglas County, Nevada;

Thence N 03°09'33" W, a distance of 1281.45 feet to a point on the Westerly line of Assessor's Parcel 1420-08-701-002, and the **Point of Beginning (A)**;

Thence N 01°11'27" E, along said Westerly line of Assessor's Parcel 1420-08-701-002, a distance of 25.00 feet;

Thence S 89°20'46" E, leaving said Westerly line of Assessor's Parcel 1420-08-701-002, a distance of 29.53 feet;

Thence N 45°39'14" E, a distance of 20.35 feet;

Thence N 03°56'03" E, a distance of 7.54 feet to a point on the Northerly line of Assessor's Parcel 1420-08-701-002;

Thence S 89°20'46" E, along said Northerly line of Assessor's Parcel 1420-08-701-002, a distance of 25.04 feet;

Thence S 03°56'03" W, leaving said Northerly line of Assessor's Parcel 1420-08-701-002, a distance of 47.00 feet;

Thence N 89°20'46" W, a distance of 66.93 feet to the **Point of Beginning (A)**;

Containing: 2,335 square feet, more or less.

PUBLIC UTILITY EASEMENT "B"

Commencing at the 2" iron pipe found at the East Quarter corner of Section 8, as shown on that Record of Survey, Document No. 120654, Official Records of Douglas County, Nevada;

Thence N 00°42'32" E, along said Easterly line of Section 8, a distance of 1600.19 feet to a point on the Westerly line of Carson City Assessor's Parcel 010-281-46, and the **Point of Beginning (B)**;

Thence N 00°42'32" E, along said Easterly line of Section 8 and along said Westerly line of Carson City Assessor's Parcel 010-281-46, a distance of 403.61 feet, to the Easterly line of the Bigelow Drive 100' Right-Of-Way also known as the V&T Railroad Right-Of-Way per the "Right of Way and Tract Map, Minden Branch – Carson City to Minden" dated Dec. 31st, 1916;

Thence N 13°34'05" E, leaving said Easterly line of Section 8 and said Westerly line of Carson City Assessor's Parcel 010-281-46, along Easterly line of said Bigelow Drive 100' Right-Of-Way, a distance of 112.07 feet;

Thence S 00°42'32" W, leaving said Easterly line of Bigelow Drive 100' Right-Of-Way, a distance of 290.99 feet;

Thence S 07°06'36" W, a distance of 223.27 feet to the **Point of Beginning (B)**;

Containing: 8,650 square feet, more or less.

PUBLIC UTILITY EASEMENT "C"

Commencing at the 2" iron pipe found at the East Quarter corner of Section 8, as shown on that Record of Survey, Document No. 120654, Official Records of Douglas County, Nevada;

Thence N 00°42'32" E, along the said East line of Section 8, a distance of 2453.12 feet to a point on the Westerly line of Carson City Assessor's Parcel 010-281-48, and the **Point of Beginning (C)**;

Thence N 00°42'32" E, along the said East line of Section 8 and along said Westerly line of Carson City Assessor's Parcel 010-281-48, a distance of 197.58 feet, to the Northerly line of said Section 9 and the Northerly line of Carson City Assessor's Parcel 010-281-48;

Thence S 89°09'31" E, along the Northerly line of said Section 9 and the Northerly line of Carson City Assessor's Parcel 010-281-48, a distance of 20.00 feet,

Thence S 00°42'32" W, leaving said Northerly line of Section 9 and the Northerly line of Carson City Assessor's Parcel 010-281-48, a distance of 109.93 feet to a point on the Westerly line of the Bigelow Drive 100' Right-Of-Way also known as the V&T Railroad Right-Of-Way per the "Right of Way and Tract Map, Minden Branch – Carson City to Minden" dated Dec. 31st, 1916;

Thence S 13°34'05" W, along said Westerly line of said Bigelow Drive 100' Right-Of-Way, a distance of 89.87 feet to the **Point of Beginning (C)**.

Containing: 3,075 square feet, more or less.

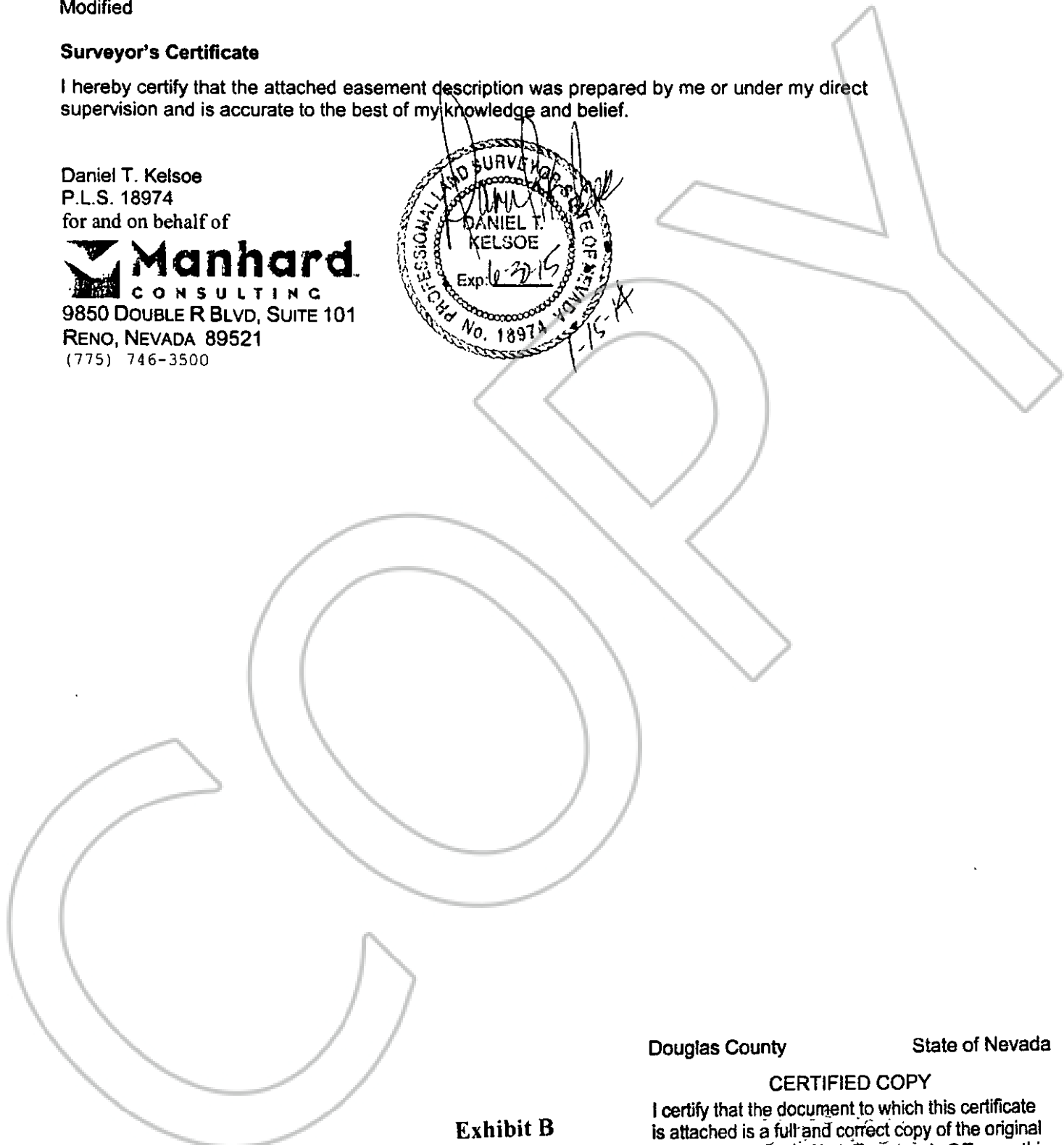
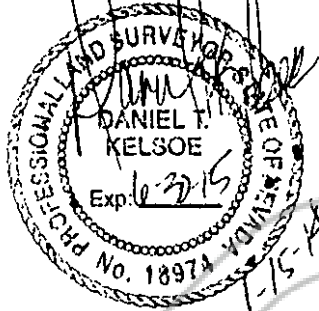
Basis of Bearings: The Nevada State Plane Coordinate System, West Zone, Carson City Modified

Surveyor's Certificate

I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Daniel T. Kelsoe
P.L.S. 18974
for and on behalf of

 **Manhard**
CONSULTING
9850 DOUBLE R BLVD, SUITE 101
RENO, NEVADA 89521
(775) 746-3500



Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

10th day of May, 2014

By [Signature] Deputy

Exhibit B
Legal Description
Page 3 of 3