

DOUGLAS COUNTY, NV      **2015-861608**  
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TICOR TITLE - RENO (COMMERCIAL)  
KAREN ELLISON, RECORDER

APN: 1318-22-002-106  
& 1318-22-002-105

*#01500252-CD*

Recorder, please return to:  
Kingsbury General Improvement District  
P.O. Box 2220 Stateline, NV 89449

### EASEMENT MODIFICATION AGREEMENT

**THIS EASEMENT MODIFICATION AGREEMENT** (the "Agreement") is made this 20 day of March, 2015 ("Effective Date") by and between the **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION** on behalf of the **University of Nevada, Reno** ("GRANTOR"), and **Kingsbury General Improvement District**, a Nevada municipal corporation ("GRANTEE"), who agree as follows:

#### RECITALS

- A. GRANTOR is the owner of property in Douglas County, Nevada, as described in Exhibit A attached hereto and incorporated herein ("Grantor Property"); and
- B. GRANTEE has been previously granted an easement for a water line across such portion ("Easement Area") of the Grantor Property as is described in that certain 20' Water Line Easement recorded on March 31, 1999 in the Douglas County Recorder's Office as Document No. 464592 ("1999 Easement Agreement"); and
- C. GRANTEE desires, and GRANTOR is willing, to modify the 1999 Easement Agreement by adding the additional terms set out herein and by decreasing the width of Easement Area reducing the width from 20 feet to 10 feet ("Modified Easement Area"). This Modified Easement Area is described in Exhibit A attached hereto and incorporated herein. Capitalized terms used but not defined herein shall have the meaning set forth in the 1999 Easement Agreement.

**NOW THEREFORE**, Grantor and Grantee agree to the following:

1. **Modification of Easement Area.** The Easement Area is hereby modified to consist of that portion of the Grantor Property described in the 1999 Easement Agreement as the "Easement Area", minus 10 feet in width, by which GRANTEE hereby relinquishes 10 feet of the easement width and reduces the easement. The Modified Easement Area is subject to all licenses, easements, leases, encumbrances and claims of title, whether or not of record, affecting the Grantor, for so long as the Modified Easement Area is used exclusively for the construction, installation, operation, maintenance, repair, replacement, alteration, and use of a water line and appurtenances, thereto on Grantor's property.

Grantor expressly reserves for itself, its successors and its assigns, the right to use the Modified Easement Area or to grant other easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted.

2. Grantee shall maintain the Modified Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Modified Easement Area. The operation and maintenance of such improvements and of the Modified Easement Area shall be at Grantee's sole expense.

3. Grantee shall notify Grantor 48 hours in advance of any and all work to be performed within easement area.

4. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Grantor's property, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Modified Easement Area.

5. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Modified Easement Area or on any other real property of Grantor adjacent to the Modified Easement Area.

6. Grantee shall not, without Grantor's prior written consent (which consent shall not be unreasonably withheld), install or place any improvements or obstruction on the surface area of the Modified Easement not related to the water line construction and associated appurtenances.

7. Grantor shall use the Modified Easement Area surface area without restriction or limitations on use. Grantor retains, for its benefit, the right to fence, plant, pave, landscape, maintain, alter or otherwise improve and to so use the Modified Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein granted.

8. Grantor may relocate the Modified Easement Area if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's land. Grantor shall provide to Grantee a substitute Modified Easement Area reasonably suited to Grantee's needs at no cost to Grantee.

9. Grantee shall indemnify Grantor, its officers and employees for any and all damage, including but not limited to damages to the person or personal property of Grantor, its officers and employees, and third parties, arising from the construction, installation, maintenance, repair, replacement, reconstruction, alteration, operation and use of the water line and appurtenances.

10. Grantor may terminate this Modified Easement Area and all of the rights granted herein any time after six (6) months of continuous non-use of the Modified Easement Area by Grantee. In the event of such termination, the Modified Easement Area shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Modified Easement Area shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Modified Easement Area. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

11. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Modified Easement Area, or against any of Grantor's real property as a result of the Modified Easement Area herein granted. Grantee shall not cause liens of any kind to be placed against the Modified Easement Area or any of Grantor's real property.

This Modification of Easement Agreement and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor. To have and to hold unto said Grantee, its successors and assigns forever.

**GRANTOR:**

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the University of Nevada, Reno

  
\_\_\_\_\_  
Daniel J. Klaich, Chancellor  
2601 Enterprise Rd  
Reno, NV 89512  
Telephone: (775) 784-4901

\_\_\_\_\_  
Date 3/20/2015

**GRANTEE:**

KINGSBURY GENERAL IMPROVEMENT DISTRICT

SIGNED IN COUNTERPART

\_\_\_\_\_  
Cameron McKay, General Manager  
Kingsbury General Improvement District  
P.O. Box 2220 Stateline, NV 89449  
Ph: 775-588-3548

\_\_\_\_\_  
Date

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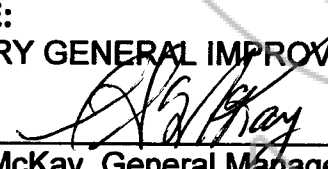
SIGNED IN COUNTERPART

\_\_\_\_\_  
Daniel J. Klaich, Chancellor  
2601 Enterprise Rd  
Reno, NV 89512  
Telephone: (775) 784-4901

\_\_\_\_\_  
Date

**GRANTEE:**

KINGSBURY GENERAL IMPROVEMENT DISTRICT

  
\_\_\_\_\_  
Cameron McKay, General Manager  
Kingsbury General Improvement District  
P.O. Box 2220 Stateline, NV 89449  
Ph: 775-588-3548

3/23/15  
\_\_\_\_\_  
Date

ACKNOWLEDGEMENT

STATE OF NEVADA )  
 )ss  
COUNTY OF WASHOE )

The above instrument was acknowledged before me on this 20th day of March, 2015 by Daniel J. Klaich on behalf of the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno.

Daniette E. Williams  
Notary Public



ACKNOWLEDGEMENT

STATE OF NEVADA )  
 )ss  
COUNTY OF DOUGLAS )

The above instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2015 by Cameron McKay on behalf of the Kingsbury General Improvement District.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT

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 )ss  
COUNTY OF WASHOE )

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\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT

STATE OF NEVADA )  
 )ss  
COUNTY OF Douglas )

The above instrument was acknowledged before me on this 23<sup>rd</sup> day of March, 2015 by Cameron McKay on behalf of the Kingsbury General Improvement District.

[Signature]  
\_\_\_\_\_  
Notary Public

**BRANDY JOHNS**  
Notary Public, State of Nevada  
Appointment No. 08-6049-5  
My Appt. Expires March 1, 2016

**EXHIBIT A**  
**CHANGE OF EASEMENT WIDTH FROM 20 FEET TO 10 FEET OF A PORTION OF**  
**THAT CERTAIN 20' WATER LINE EASEMENT, DOCUMENT NUMBER 464592**  
**LEGAL DESCRIPTION**

A portion of that certain 20 foot wide Water Line Easement as described in Grant of Easement Document Number 464592, Book 0399, Page 7207 of the Official Records of Douglas County, Nevada situate within the South One-half (1/2) of Section 22, Township 13 North, Range 18 East, Mount Diablo Meridian, the width of which shall be reduced to 10 feet in width, the side lines of which lying 5 feet each side of and measured at right angles to the following described center line:

Beginning at a point which bears South 52° 30'13" East 3,371.73 feet from the Northeast corner of the Northwest ¼ of the Southwest ¼ of said Section 22;

thence along the centerline of this easement description North 45° 20'02" West 17.50 feet;

thence North 60°59'34" West 289.33 feet;

thence North 08°59'05" West 26.38 feet;

thence North 57°35'47" West 315.91 feet;

thence North 59°55'34" West 287.68 feet;

thence North 61°40'15" West 298.61 feet;

thence North 59°39'36" West 629.77 feet;

thence South 68°26'12" West 28.86 feet;

thence North 58°57'29" West 336.04 feet;

thence North 33°39'11" East 21.06 feet;

thence North 57°36'11" West 62.24 feet;

thence North 66°04'07" West 185.79 feet;

thence North 50°30'50" West 96.23 feet;

thence North 60°17'09" West 593.78 feet;

thence North 07°37'29" West 192.80 feet;

thence North 37°31'37" West 34.98 feet;

thence North 87°22'52" West 112.17 feet;

thence North 66°26'52" West 40.96 feet;

thence North 88°15'47" West 11.91 feet;

thence North 00°48'30" East 2.76 feet to the terminus of this easement description, said point bears South 48°22'00" West 321.53 feet from the Northeast corner of the Northwest ¼ of the Southwest ¼ of said Section 22.

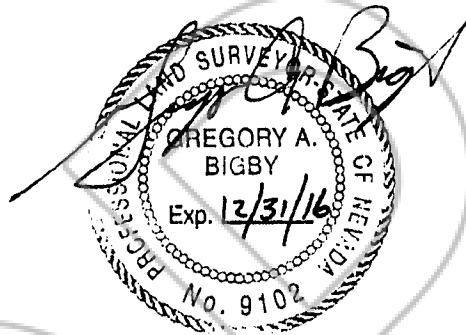
See Exhibit Map A-1 attached hereto and made a part of this description by reference.

The basis of bearings for this description is referenced to that Record of Survey filed as Document No. 65904.

This legal description being the same as that portion of a 20 foot wide waterline easement as described by Ronald Turner Professional Land Surveyor by Easement Recorded on March 31, 1999, Book 0399, Page 7207, Document Number 464592 of the Official Records of Douglas County, Nevada.

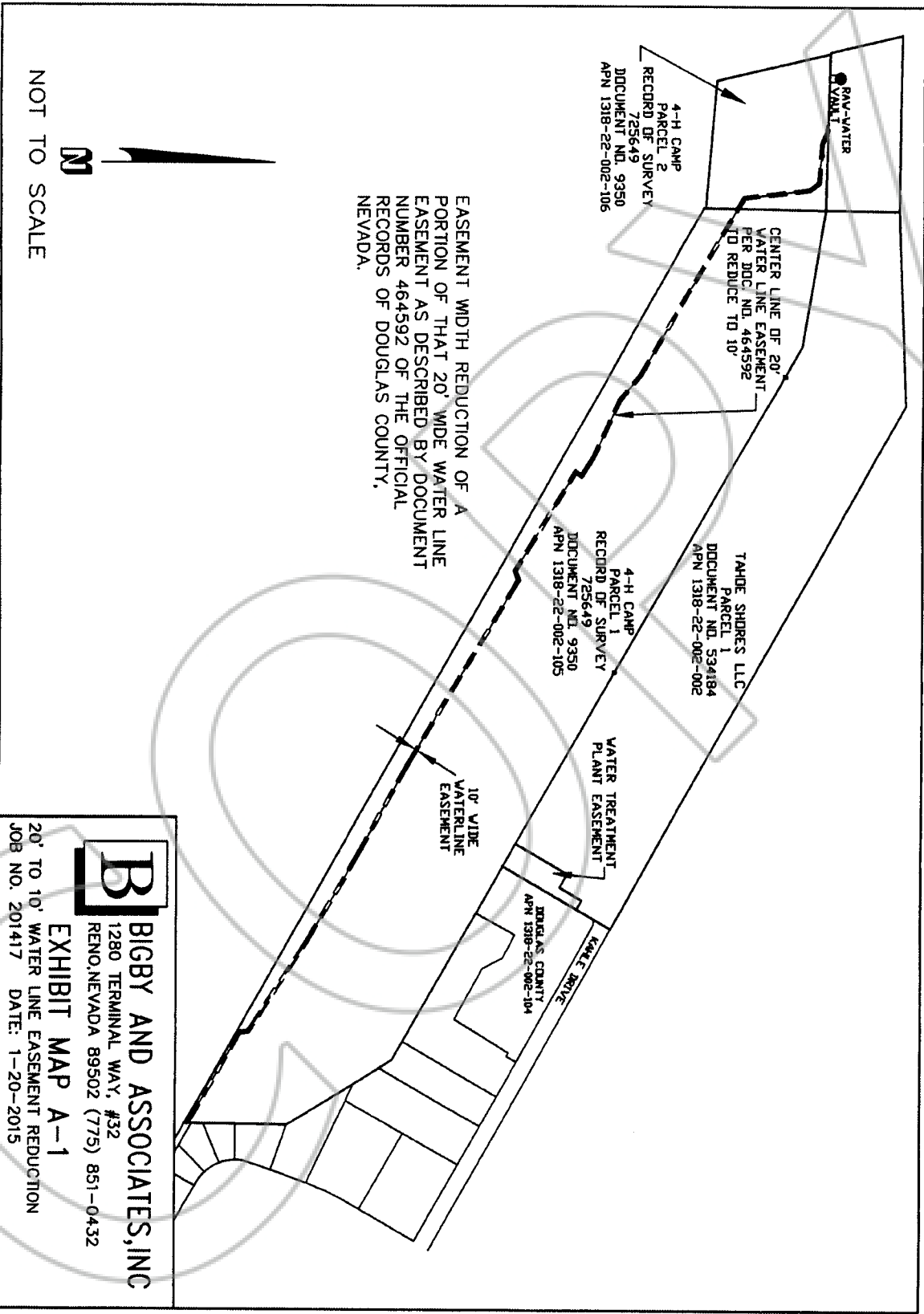
Prepared by;

Gregory A. Bigby, PLS 9102  
Bigby and Associates, Inc.  
1280 Terminal Way #32  
Reno, Nevada 89502



1-20-2015





EASEMENT WIDTH REDUCTION OF A PORTION OF THAT 20' WIDE WATER LINE EASEMENT AS DESCRIBED BY DOCUMENT NUMBER 464592 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

**B** BIGBY AND ASSOCIATES, INC  
 1280 TERMINAL WAY, #32  
 RENO, NEVADA 89502 (775) 851-0432

**EXHIBIT MAP A-1**  
 20' TO 10' WATER LINE EASEMENT REDUCTION  
 JOB NO. 201417 DATE: 1-20-2015