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KAREN ELLISON, RECORDER

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AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST, UTILITIES
1263 S. STEWART ST. RM. 320
CARSON CITY, NV 89712

Project: SPSR-0207(009)

E.A.: 73643

Hwy. Agr. #: NM 554-16 030

CONSENT TO COMMON USE AGREEMENT

THIS AGREEMENT, entered into this 23 day of September, 2016
by and between KINGSBURY GENERAL IMPROVEMENT DISTRICT, whose mailing address
is P.O. Box 2220, Stateline Nevada 89449, hereinafter called DISTRICT, and the STATE OF
NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called
STATE,

WITNESSETH:

WHEREAS, DISTRICT is the owner in possession of certain prescriptive rights,
hereinafter called "DISTRICT's Affidavit of Compensable Interest", and depicted on EXHIBIT
"B", attached hereto and made a part hereof; and

WHEREAS, STATE has acquired the easement interest in and to said lands for highway
purposes identified as Project SPSR-0207(009), E.A. 73643, hereinafter called "highway right-
of-way"; and

WHEREAS, said highway right-of-way occupies a portion of, and is subject to,
DISTRICT's prescriptive right between approximate Highway Engineer's Stationing 0+89.9 to
7+91.0 as shown on said EXHIBIT "A", said portion being hereinafter called "areas of common
use".

NOW, THEREFORE, DISTRICT and STATE hereby mutually agree as follows:

1. Subject to and upon the terms and conditions herein contained, DISTRICT does
hereby consent to the construction, reconstruction, maintenance, and use by STATE for a public
highway and the necessary incidents thereto upon, over, above, across and under DISTRICT's
prescriptive right in said areas of common use.

2. STATE acknowledges DISTRICT's prescriptive right in said areas of common
use and the priority of DISTRICT's right over the title of STATE therein.

3. In the event that the future use of said highway right-of-way shall at any time or times necessitate a rearrangement, relocation, reconstruction, or removal of any of DISTRICT's facilities then existing in said areas of common use STATE shall notify DISTRICT in writing of such necessity and agree to reimburse DISTRICT on demand for its actual costs incurred in complying with such notice. DISTRICT will provide STATE with plans and specifications of its proposed adjustment/relocation and an estimate of the cost thereof and, upon approval of such plans and specifications by STATE, DISTRICT will promptly proceed to effect such adjustment, relocation, reconstruction, or removal. If the adjustment and/or relocation of any of DISTRICT's facilities fall outside of said areas of common use, STATE will (1) enter into a mutually agreeable Joint Use Quitclaim Easement covering the new location of DISTRICT's easement within said highway right-of-way and/or (2) either provide document(s) granting to DISTRICT a good and sufficient easement outside of said highway right-of-way if necessary to replace DISTRICT's easement or any part thereof and/or, if it is mutually agreed in writing that DISTRICT shall acquire such easement, timely reimburse DISTRICT for all actual costs which it may be required to expend to acquire such replacement easement, including but not limited to, labor, appraisals, reasonable attorney's fees, the cost of the easement, court costs, expenses of litigation, and expert witness fees.

4. Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate any provisions of DISTRICT's easement. Both STATE and DISTRICT shall use said areas of common use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which STATE or DISTRICT may now have or may hereafter acquire resulting from the construction of additional facilities by either STATE or DISTRICT in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

5. STATE hereby agrees that if said highway right-of-way, so far as it lies within said areas of common use, is no longer needed for a public highway or other purposes and is going to be abandoned or vacated, then STATE shall notify DISTRICT.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. The parties will execute two originals of this Agreement and each party will have an original. The STATE will deliver one original to DISTRICT, record this document, and provide DISTRICT with a copy of the recorded document.

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

KINGSBURY GENERAL IMPROVEMENT DISTRICT

REVIEWED AND RECOMMENDED BY:

By: *Cameron McKay* 9/7/16
Cameron McKay, Date
General Manager

N/A
_____, District Engineer Date

Ruth M. Borrelli 9/20/16
Ruth M. Borrelli, Date
Chief Right-of-Way Agent

APPROVED FOR LEGALITY AND FORM:

John F. McNeil 9.22.2016
_____, Deputy Attorney General Date

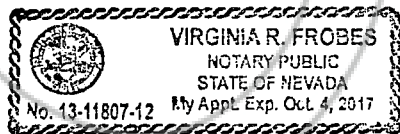
STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION:

John M. Terry 9/23/16
Asst. Director Date

STATE OF NEVADA
CARSON CITY

On this 23rd day of September, 2016, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, John M Terry personally known (or proved) to me to be the Assistant Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

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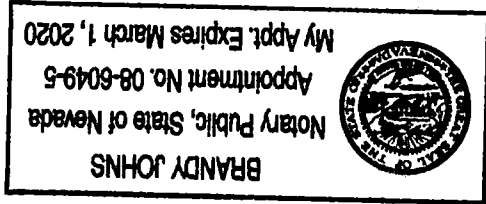
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Virginia R. Frobes

STATE OF Nevada
Douglas County

On this 7th day of September, 2016, personally appeared before me, the undersigned, a Notary Public in and for the Douglas County, State of NV, Cameron McKay personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

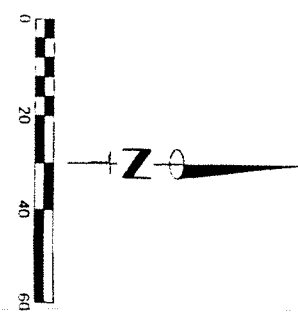
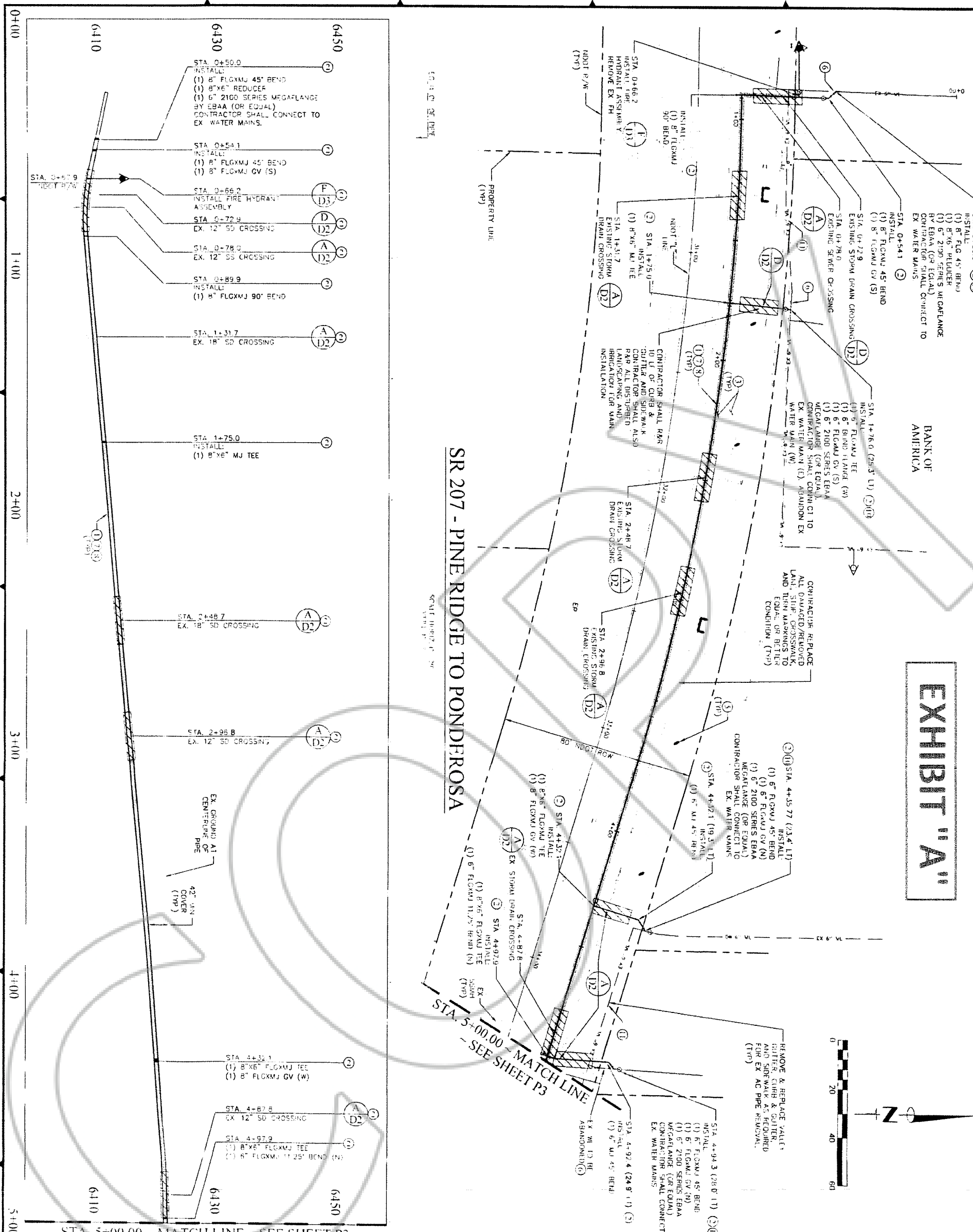
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]

EXHIBIT 'A'



- GENERAL NOTES (THIS SHEET)**
- EXISTING WATER MAINS, WATER SERVICES, SEWER AND ALL UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY & PROTECT IN ADVANCE OF CONSTRUCTION AND NOTIFY OWNER OF CONFLICTS.
 - ALL WATER SERVICE LATERALS SHALL BE REPAIRED AND CONNECTED TO EXISTING WATER PIP.
 - ALL WATER SEPARATORS DURING CONSTRUCTION SHALL FOLLOW DETAILS A/B2 THROUGH D/D2.
 - ALL PROJECT RELATED VEHICLES SHALL PARK ON EXISTING PAVED SURFACES OR EXISTING UNPAVED ROAD SHOULDERS. THE CURB SIDE OF UTILITY EQUIPMENT AND/OR VEHICLE STORAGE AREAS IS PROHIBITED.
 - CONTRACTOR SHALL SUPPORT AND PROTECT EXISTING STREET SIGNS, UTILITY POLES, CURB & GUTTER, ETC. CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY/ALL IF DAMAGED DURING CONSTRUCTION.
 - REPAIR ALL EXISTING IMPROVEMENTS, INCLUDING FENCING, DAMAGED DURING CONSTRUCTION, TO AN EQUAL OR BETTER CONDITION.
 - USE CAUTION WITH OVERHEAD POWER LINES. MAINTAIN CLEARANCE FROM CONDUCTORS AS REQUIRED BY ALL APPLICABLE REGULATIONS AS NOTED ON DRAWING.
 - AREAS WITHIN STREAM ENVIRONMENT ZONES (SEZ) MUST FOLLOW TRPA SEZ EXCAVATION BEST MANAGEMENT PRACTICE METHODS.
 - INSTALL TEMPORARY EROSION CONTROL BARRIERS DURING CONSTRUCTION (COR LOGS, GRASS BARS, SILT FENCE) PER DETAILS ON A/D3 THROUGH D/D3.
 - ALL TREES AND NATURAL VEGETATION TO REMAIN SHALL BE FENCED FOR PROTECTION PER DETAIL A/D3.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE TO THE NEAREST FEET OF THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN PER DETAIL A/D3 THROUGH D/D3.
 - CONTRACTOR SHALL PERFORM ALL WORK WITHIN RIGHT OF WAY IN ACCORDANCE TO THE MOST RECENT AND THE MOST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- CONSTRUCTION NOTES (THIS SHEET)**
- WATER MAIN SHALL BE 8" C900 CLASS 225 PVC PIPE WITH 42" MINIMUM COVER.
 - ALL MECHANICAL JOINT FITTINGS SHALL HAVE APPROVED EQUAL RESTRICTION ALL PARTS LISTED IN THE E/D2 UNLESS OTHERWISE INDICATED.
 - WATER LINE TRENCH AND PAYMENT PATRIOT SHALL CORRESPOND TO DETAILS A/D1 & B/D1 (NON NOTED) AND A/D1 & B/D1 (NOTED).
 - WORKING WITH EXISTING WATER MAINS SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR EXISTING WATER MAINS.
 - INSTALL GRAVEL BARS (8" X 24" X 12") WITH CURB & GUTTERS) FOR LEGS APPROX. 12" SET BACKS AND FOLLOW ALL OTHER TRPA BARRIERS REQUIREMENTS.
 - ABANDON EXISTING WATER LINES OUTSIDE OF 900' ROW, PER WATER SERVICE, NOT 12' (CONTRACT).
 - INSTALL 1-1/4" SAND (SEE CITY PERMITS AND E/D2) (100% SAND) SAND SUPPORT W/ PLATE OF 1/4" THICK GALVANIZED MATERIAL ABOVE SANDY PER DETAILS A/D4 & B/D4 REFER TO GEOLOGICAL REPORT IN THE CONTRACT DOCUMENTS FOR FURTHER INFORMATION.
 - ALL WATER MAINS WHEN SEVERE BEHIND OR MAY BE REPAIRED WITH METAL W/ 1/4" MIN. THICK SAND. SEE DETAILS F/D1 AND G/D1 CONNECT TO WATER BY EITHER THE EITHER WITH APPROVED PARTS.
 - CONNECTION TO EX. WATER MAIN, MAY NOT ALLOW FOR MIGHTY PART DUE TO EX. PIPE VALVE. THE CONTRACTOR SHALL REDUCE THE BLOCK TO BE CONNECTED AT THE EX. WATER MAIN (SEE WATER SERVICE, NOT 23).
 - REMOVE EXISTING AC PIPE WITHIN RIGHT OF WAY AS DIRECTED BY R/W.

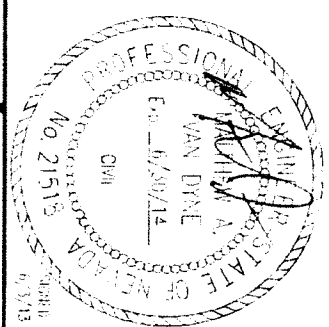
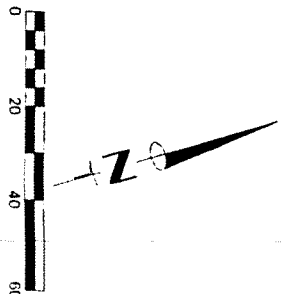
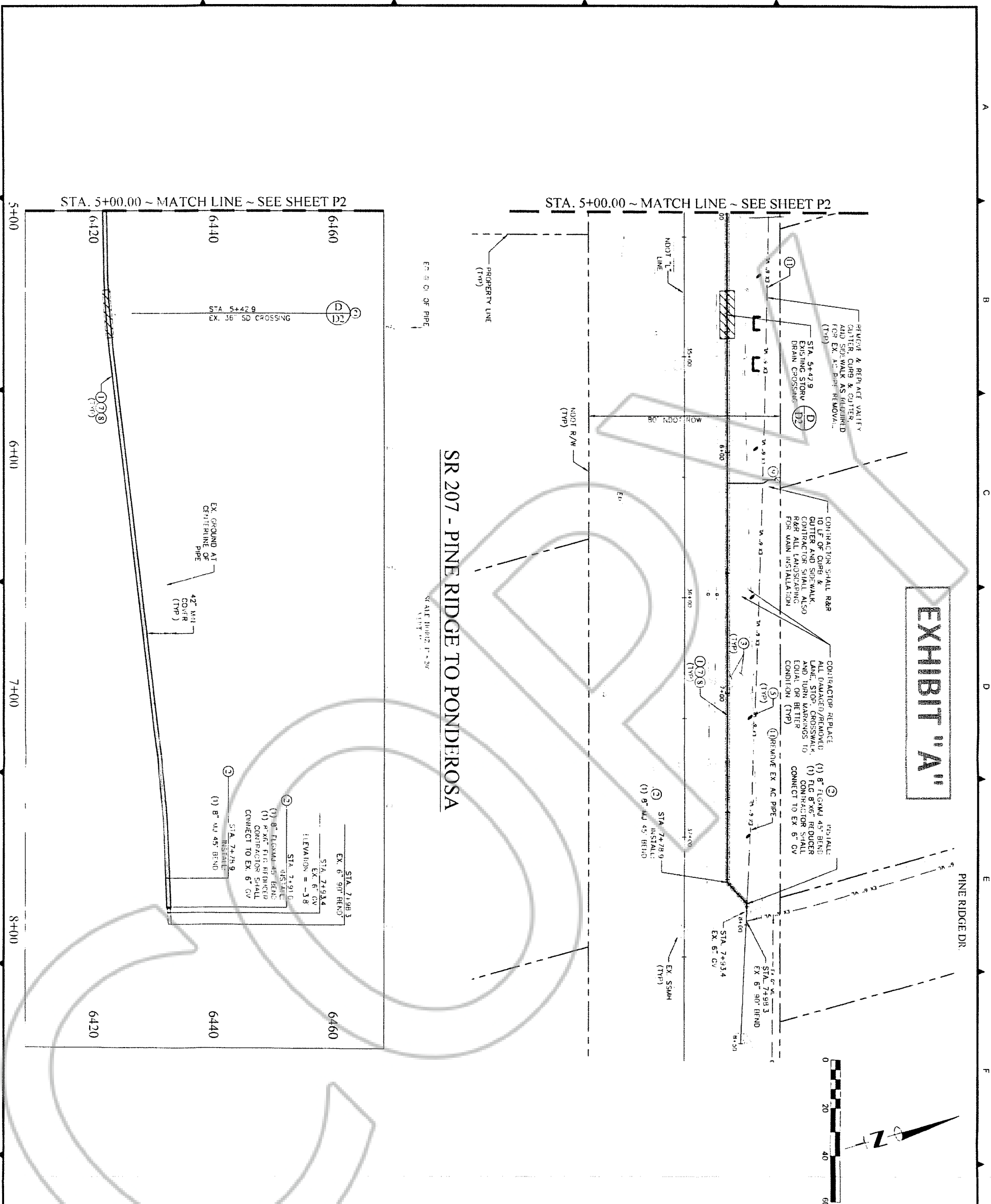


EXHIBIT "A"

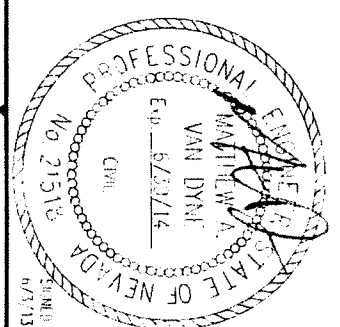


GENERAL NOTES: (THIS SHEET)

1. EXISTING WATER MAINS, WATER SERVICES, SEWER, AND ALL UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY (GROUND) IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS AND THE ENGINEER'S NOTES.
2. ALL WATER SERVICE LATERALS SHALL BE REPLACED AND CONNECTED TO EXISTING WATER PIT.
3. ALL WATER SEPARATORS DURING CONSTRUCTION SHALL FOLLOW DETAILS A/D2 THROUGH D/03.
4. ALL PROJECT RELATED VEHICLES SHALL PARK ON EXISTING PAVED SURFACES OR EXISTING COMPACTED ROAD SHOULDERS. THE ESTABLISHMENT OF EQUIPMENT AND/OR VEHICLE STORAGE AREAS IS PROHIBITED.
5. CONTRACTOR SHALL REPORT AND PROTECT EXISTING STREET SIGNS, UTILITY POLES, CURB & GUTTER, ETC. CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY/ALL IF DAMAGED DURING CONSTRUCTION.
6. REPAIR ALL EXISTING IMPROVEMENTS, INCLUDING FENCING, SIGNAGE, AND CONSTRUCTION, TO AN EQUAL OR BETTER CONDITION.
7. USE CAUTION WITH OVERHEAD POWER LINES AS REQUIRED BY POWER COMPANY DURING CONSTRUCTION.
8. AREAS WITHIN STREAM ENVIRONMENT ZONES (SEZ) MUST FOLLOW RPA SIZE EXCAVATION BEST MANAGEMENT PRACTICE METHODS.
9. INSTALL TEMPORARY EROSION CONTROL BARRIERS DURING CONSTRUCTION (COIR LOGS, GRASS BAGS, SILT FENCE) PER DETAILS ON A/D3 THROUGH D/03.
10. ALL TREES AND NATURAL VEGETATION TO REMAIN SHALL BE FENCED FOR PROTECTION PER DETAIL A/03.
11. ALL IMPAVED AREAS DAMAGED BY CONSTRUCTION SHALL BE MAINTAINED WITH 2 TO 3 INCH LAYER OF WHEELS ON ROAD SURFACE. ROAD SHALL BE MAINTAINED FROM COMPLETION OF THE INITIAL GRADING THROUGH COMPLETION OF THE PROJECT.
12. CONTRACTOR SHALL PERFORM ALL WORK WITHIN FOOT RIGHT OF WAY IN ACCORDANCE TO THE MOOT PLAN AND THE MOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

CONSTRUCTION NOTES (THIS SHEET)

1. WATER MAIN SHALL BE 8" CB90 CLASS 235 PVC PIPE WITH 42" MINIMUM COVER.
2. ALL MECHANICAL JOINT FITTINGS SHALL HAVE UP-MECHANICAL JOINT RESISTANT GROMMET (GROMMET APPROVED EQUAL) RESTRAIN ALL PIPE FITTINGS PER DETAIL E/02, UNLESS OTHERWISE INDICATED.
3. WATER LINE, BRANCH AND PAVEMENT PATCH SHALL CORRESPOND TO DETAILS A/01 & B/01 (NON-HOT) AND A/04 & B/04 (HOT).
4. EXISTING AND NEW UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
5. INSTALL GRAVEL BAGS (1 YARD/30-75 FEET IN CURB & GUTTERS), TOP LIDS APPROX. 20% SILT FENCING AND FOLLOW ALL OTHER BEST MANAGEMENT PRACTICES.
6. ABANDON EXISTING WATER LINES OUTSIDE OF MOOT ROW PER WATER GENERAL NOTE 12 (SHEET C3).
7. INSTALL 1-1/2 SACK PER CY PORTLAND CEMENT (1,000 lbs) SAND SURVEY MIXTURE IN PLACE OF BEDDING SAND WITHIN MOOT RIGHT OF WAY ONLY. PLACE GRAVEL ABOVE SURVEY MIXTURE PER DETAIL A/04 & B/04 REFER TO GEOTECHNICAL REPORT FOR THE COMPACTED BEDDING MIXTURE FOR FURTHER INFORMATION.
8. ALL WATER MAINS WITHIN MOOT RIGHT OF WAY SHALL BE RESTRAINED WITH MECHANICAL JOINT RESTRAINT EXCEPT AT NEAREST FITTINGS. REFER TO WATER GENERAL NOTE 23.
9. INSTALL (1) 7" SERVICE LATERAL WITH (1) SERVICE SADDLE SEE DETAILS F/01 AND G/01. CONNECT TO EX. WATER PIT WITH APPROPRIATE PARTS.
10. CONNECTOR TO EX. WATER MAIN WAY NOT ALLOW FOR WEAR/LARGE DUE TO EX. PIPE MATERIAL. THE SE INSTALLED AT NEAREST FITTINGS) REFER TO WATER GENERAL NOTE 23.
11. REPLACE EXISTING AC PIPE WITHIN MOOT ROW AS DIRECTED BY MOOT.



<p>2013 WATERLINE REPLACEMENT PROJECT SR 207 CROSSINGS - PALISADES TO TERRACE VIEW AND PINE RIDGE TO PONDEROSA KINGSBURY GENERAL IMPROVEMENT DISTRICT PINE RIDGE DR. TO PONDEROSA DR. PLAN AND PROFILE STATION 5+00.00 TO 8+50.00</p>	<p>FARR WEST ENGINEERING 5442 LONGLEY LANE, SUITE B RENO, NEVADA 89511 PHONE: (775) 787-8888 FAX: (775) 851-0766</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DESCRIPTION</th> <th>BY</th> <th>APP.</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SCD 0414/0484</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>ADD 1013</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NO.	REVISION	DESCRIPTION	BY	APP.	DATE	1	SCD 0414/0484					2	ADD 1013					3						4						5					
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