



KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: NOVEMBER 2, 2016

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CARSON RIVER UTILITY CROSSING
EASEMENT AMENDMENT #2 #2016.253
(Title of Document)



Carson River, MAC, #5513/14759
Douglas County
Adjacent to APN: 1420-00-001-007

Recording requested by & return to:
Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, NV 89701-5246

FILED

NO. 2016-253

2016 NOV -2 AM 11:26

DOUGLAS COUNTY
CLERK

[Signature]
DEPUTY

EASEMENT AMENDMENT #2
CARSON RIVER UTILITY CROSSING

THIS EASEMENT AMENDMENT, made and entered into this 15th day of September, 2016, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, and the State Land Registrar, hereinafter referred to as GRANTOR, and DOUGLAS COUNTY, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, the GRANTOR entered into a Non-Exclusive Easement with GRANTEE dated May 3, 2005 recorded with Douglas County as document #644602 in book 5050 page 7675 on May 17, 2005 for the purpose of constructing a sewer line beneath the Carson River; and

WHEREAS, GRANTOR entered into Easement Amendment #1 with GRANTEE on April 21, 2011, recorded with Douglas County as document #782283 in book 411, page 5623, on April 27, 2011 the for placement of a water transmission main and fiber optics line parallel and within GRANTEE'S existing utility easement under the Carson River; and

WHEREAS, the Non-Exclusive Easement contained a paragraph concerning consideration that in part reads as follows: "GRANTEE its successors and assigns, hereby agrees to pay an annual easement fee in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per year to the GRANTOR . . . said fees to be paid in annual installments in advance commencing on August 1, 2005 and on or before August 1st every year thereafter . . . GRANTOR further reserves the right to reevaluate, reassess and adjust the easement fees [for the easement] every five (5) years;" and

WHEREAS, in the 2011 Easement Amendment #1 there was no change of the annual fee; and

WHEREAS, GRANTOR recently completed a rental re-evaluation and determined that the annual rental fee for the easement has not changed in value, however GRANTOR has determined neither the original easement nor the first amendment to said easement included a late payment clause;

NOW THEREFORE, GRANTOR amends the Easement as follows:

FOR AND IN CONSIDERATION of this Easement, GRANTEE, along with its successors and assigns, have agreed to pay a fee in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per year to the State of Nevada beginning on or before AUGUST 1, 2005 and continuing on or before AUGUST 1 each year thereafter. The State of Nevada reserves the right to reassess and adjust the rental fee every FIVE (5) years.

If, after full execution of this Easement Amendment, any payment is not made to GRANTOR within **THIRTY (30) days** of the due date as provided herein, GRANTEE shall pay

APPROVED as to Form:

ADAM PAUL LAXALT
Attorney General

By: Lori M. Story
LORI M. STORY
Senior Deputy Attorney General

Date: 7/15/16

GRANTEE:

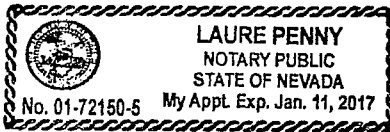
DOUGLAS COUNTY
A political Subdivision of the State of Nevada

By: Doug N. Johnson
Name: DOUG N. JOHNSON
Chairman, Douglas County Board of Commissioners

STATE OF NEVADA)
 :SS
COUNTY OF DOUGLAS)

On 9-15, 2016 personally appeared before me, a notary public,
Doug N. Johnson as Chairman of the Douglas County Board of Commissioners
who acknowledged that he executed the above document.

Laure Penny
NOTARY PUBLIC



NF

DOC # 0644602
05/17/2005 11:47 AM Deputy: KLJ
OFFICIAL RECORD
Requested By:
D C/COMMUNITY DEVELOPMENT

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 21 Fee: 0.00
BK-0505 PG- 7674 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: MAY 16, 2005

Recording Requested By:

✓ Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

NON-EXCLUSIVE EASEMENT #2005.096

(Title of Document)



NAVWATERS #CR/DO-2567-MMO
APN 1420-00-001-005
APN 1420-08-701-001

Recording Requested by and Return to:
Division of State Lands
333 W. Nye Lane, Rm. 118
Carson City, NV 89706

GRANTEE:
Douglas County
1594 Esmeralda Ave.
Minden, NV 89423

FILED

NO. 2005.096

2005 MAY 16 AM 9:49

BARBARA REED
CLERK

NON-EXCLUSIVE EASEMENT

CARSON RIVER CROSSING FOR SEWER LINE

This non-exclusive easement made and entered into this 3rd day of May, 2005, between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS and the State Land Registrar, hereinafter referred to as GRANTOR, and DOUGLAS COUNTY hereinafter referred to as GRANTEE.

Whereas, Attorney General's Opinion #204 dated April 20, 1976, concluded that "The State of Nevada owns the bed and shores of Lake Tahoe and other navigable bodies of water within Nevada to the present ordinary and permanent high water mark." Through formal court proceedings the Carson River has been determined to be a navigable body of water within Nevada; and,



WHEREAS, The Division of State Lands must authorize all use of State Lands, pursuant to NRS 321.005, including all navigable bodies of water. In addition, NRS 322.050 through 322.070 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; and,

WITNESSETH:

FOR AND IN CONSIDERATION of the rents hereinafter described and other good and valuable consideration contained herein, GRANTOR does hereby grant to GRANTEE a non-exclusive easement for the permanent installation of a sewer line under the bed of the Carson River with the right to construct, install, inspect, maintain, reconstruct and remove said sewer line

That portion of the river included within this non-exclusive easement for sewer line is situate within the bed and banks of the Carson River in a portion of NE $\frac{1}{4}$ of Section 17, Township 14 North, Range 20 East, M.D.M., as shown on **EXHIBIT A** attached hereto and by reference made a part hereof.

IN FURTHER CONSIDERATION for the grant of this easement, GRANTEE agrees to the following specific conditions:

1. **PURPOSE:** GRANTEE, its successors and assigns, understands and agrees that this non-exclusive easement is for a sewer line only.
2. **JURISDICTION OF STATE:** GRANTEE, or its contractor(s) understands and agrees that this easement for a sewer line extends only to the bed and banks of the Carson River, to the ordinary and permanent high water mark, and shall not be construed to authorize access across other private lands; access to the

river shall be by established public routes and/or authorized access across other private lands. GRANTOR reserves its authority, as defined by law, over the Carson River, and GRANTEE understands that if it wishes to utilize other portions of such waterway not granted to it through this easement, a permit to do so may be required in accordance with applicable laws and regulations.

3. **CONSIDERATION:** In consideration of this non-exclusive easement for the above described sewer line within the Carson River, GRANTEE its successors and assigns, hereby agree to pay an annual easement fee in the amount of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** per year to the GRANTOR for the sewer line easement within the Carson River. [NRS 21.003(2),322.060(2)]. The said fees to be paid in annual installments in advance commencing on August 1, 2005 and on or before August 1st every year thereafter. The fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS
333 WEST NYE LANE, ROOM 118
CARSON CITY, NV 89706**

The GRANTOR further reserves the right to reevaluate, reassess and adjust the easement fees for the sewer line easement every five (5) years. Should GRANTEE dispute a proposed easement fee increase, the dispute may be resolved by an appraisal of the fair market value of the easement. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. The GRANTEE shall pay for the appraisal.

4. **PERMITS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that this 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.
5. **INDEMNIFICATION:** GRANTEES their successors and assigns, and/or agent(s) or contractor(s) understand and agree to the fullest extent of NRS chapter 41 liability limitations. DOUGLAS COUNTY, as Indemnitor, 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 of the sewer line. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification. DOUGLAS COUNTY shall not be liable to indemnify or hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel of its choice.
6. **PUBLIC ACCESS AND INSURANCE REQUIREMENTS:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) understands and agrees that allowing access to the Carson River by the general public is integral to maintaining the recreational value and character of the Carson River as a navigable waterway. For purposes of maintaining public access and

avoiding conflicts with other users receiving permits from the State of Nevada, Division of State Lands, GRANTOR and GRANTEE agree to communicate and coordinate with one another on any use affecting the other party's rights under this easement or state law.

7. **INSPECTION:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to allow GRANTOR the opportunity to inspect the sewer line at any time during construction or after installation. GRANTEE agrees to notify GRANTOR upon the commencement and termination of construction and installation activities to allow interested agencies the opportunity to inspect the sewer line construction site.
8. **MAINTENANCE:** GRANTEE its successors and assigns, will be responsible for all maintenance of the sewer line and understand and agree that the said sewer line must be maintained in good repair at all times. GRANTEE, its successors and assigns, understand and agree that a permit is required from the GRANTOR, subject to the provisions of NRS 322.1007(3-11), through the application process, prior to commencement of any future repair work, reconstruction or modification to the sewer line and/or related activities whenever such work or activities may affect or impact the bed or banks of the Carson River below the ordinary and permanent high water mark.
9. **FURTHER AUTHORIZATIONS:** Further authorization from the Division of State Lands is required prior to commencement of any future work or activities within the river at locations other than that shown on Exhibit A whenever such



work or activities may have a permanent effect on the bed and banks of the Carson River below the ordinary and permanent high water mark.

10. **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 the construction, location, installation, use, operation, inspection future maintenance, repairs, reconstruction and removal of the sewer line.
11. **TERM AND DISCONTINUATION:** The easement granted by GRANTOR and as described more particularly herein shall continue so long as the same may be necessary and required for the purposes for which it was granted. If at any time the GRANTEE should discontinue use or maintenance for a period of ONE (1) year, GRANTOR may terminate the easement, and all right, title and interest therein shall revert to GRANTOR, its successors and assigns, and GRANTOR shall have no further obligation to GRANTEE.
12. **TERMINATION:** The GRANTEE its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that at the termination of this easement, the sewer line will be removed by GRANTEE, if so requested by GRANTOR, and the bed and banks of the Carson River restored to its pre-project condition between the normal high water marks of the channel. 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. Any expenses for removal of sewer line and for the reconstruction of the bed and banks will be borne by GRANTEE or its assigns.

GRANTEE, its successors and assigns, understand and agree that failure to concur with or comply with any of the conditions contained herein will cause this easement to become invalid and may require the removal of the said sewer line from within the river.

13. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to conduct the project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that at no time shall any chemical products, petrochemicals or foreign debris of any kind be discharged, deposited or allowed to enter into the river channel.

During construction, all waste material shall be retained above the ordinary and permanent high water mark for subsequent treatment and evaporation or it shall be transported to an acceptable public dumpsite.

If any component of the project fails, creates a hazard or causes downstream impacts, the GRANTEE agrees to repair or mitigate any damage.

14. **PREHISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work on the projects and related activities, work will be temporarily halted and the State Historic Preservation Office notified.



15. **PLANS AND PHOTOGRAPHS:** GRANTEE its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that the projects 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 material alterations to the approved plans which would substantially affect the bed and banks of the river are made or proposed prior to commencement of or during any work in the projects and related activities. The Division of State Lands reserves the right to prohibit said alterations.

GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to provide the GRANTOR with a set of before and after construction photographs of the easement area of the river to be taken from established points. GRANTEE agrees to provide a set of record drawings which reflect the project as it was built within six months of completion of construction and installation of the sewer line through state lands.

16. **HEALTH AND SAFETY:** GRANTEE, its successors and assigns, agree that all construction, installation, use, operation, inspection, future maintenance, reconstruction or removal of the said sewer line will not be allowed to create a hazard or obstruction to navigation, fishing or other recreational uses of the Carson River by the general public.


All covenants and agreements herein contained shall extend to and be obligatory 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.

This easement does not become effective until a fully executed copy is returned to the Division of State Lands.

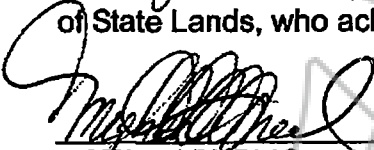
IN WITNESS WHEREOF, the parties hereto have subscribed this non-exclusive easement on the day and year first above written.

GRANTOR:
STATE OF NEVADA
Division of State Lands

By: 
PAMELA B. WILCOX
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
CITY OF CARSON CITY) ss.

On, May 3 2005, personally appeared before me, a notary public, PAMELA B. WILCOX, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that she executed the above instrument.


NOTARY PUBLIC

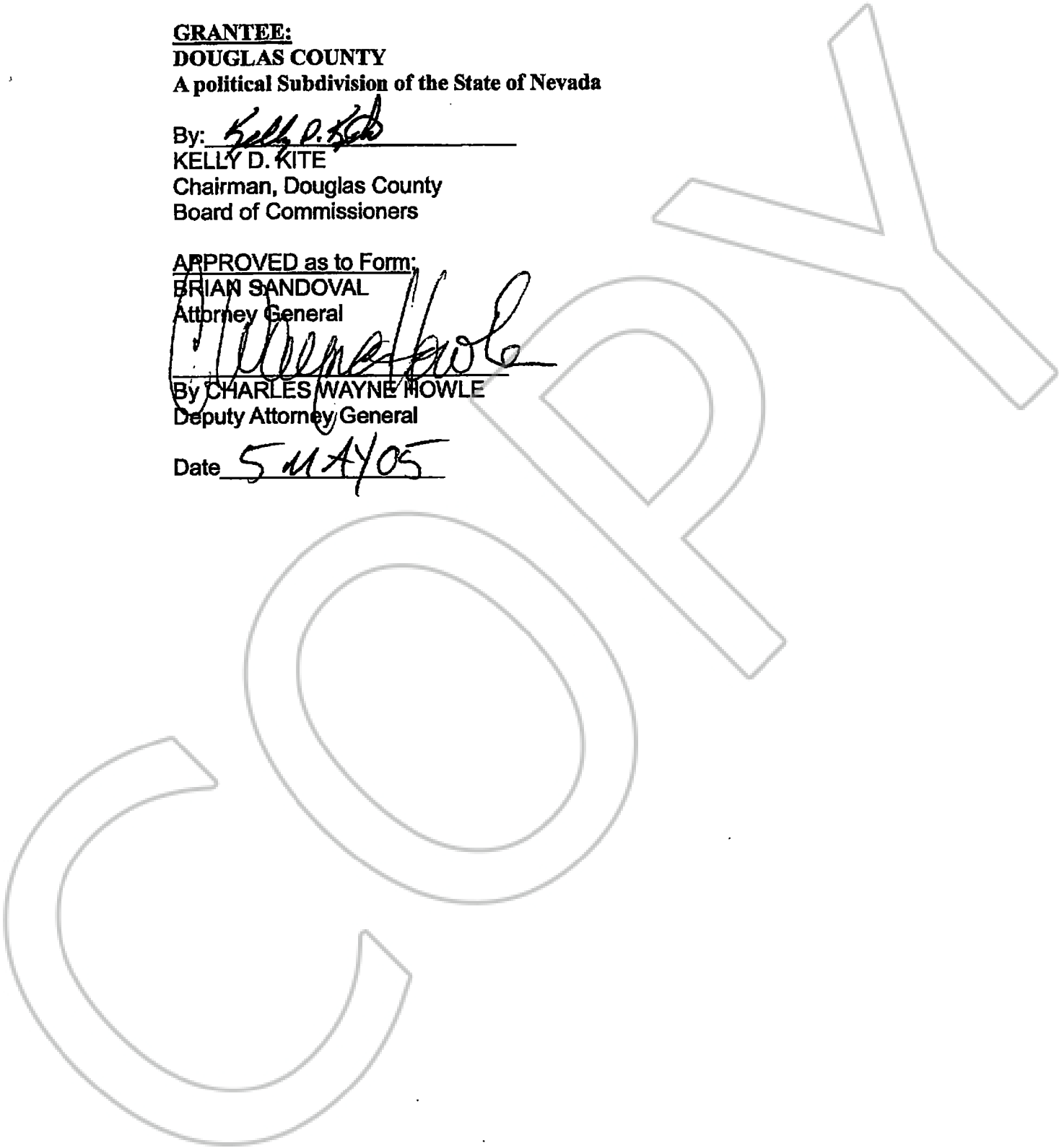


GRANTEE:
DOUGLAS COUNTY
A political Subdivision of the State of Nevada

By: Kelly D. Kite
KELLY D. KITE
Chairman, Douglas County
Board of Commissioners

APPROVED as to Form:
BRIAN SANDOVAL
Attorney General
Brian Sandoval
By CHARLES WAYNE HOWLE
Deputy Attorney General

Date 5 MAY 05



LEGAL DESCRIPTION
North Valley Specific Plan Area Project #1
35' Sanitary Sewer Easement and Future Water Main Easement
Over the Carson River
Portions of APN 1420-08-701-001 and 1420-00-001-005

All that certain real property situate within the Northeast ¼ of Section 17, Township 14 North, Range 20 East, M.D.M., more particularly described as follows;

COMMENCING at the 3" Aluminum Cap located at the southwest corner of APN 1420-08-701-002, said point also being the intersection of the north line of said Section 17 and the centerline of the Virginia & Truckee Railroad – Minden Branch as shown on the Record of Survey for Northern Nevada Correctional Center, File No. 320490, Official Records of Douglas County, Nevada, from which the northeast corner of Section 17 bears S 89°12'29" E, a distance of 845.38 feet;

THENCE S 41°02'40" W, a distance of 126.93' to the **TRUE POINT OF BEGINNING**;

THENCE S 09°19'35" W, a distance of 208.85 feet to a point on the approximate southerly mean high water mark of the Carson River;

THENCE S 52°19'03" W, more or less, along said southerly mean high water mark a distance of 51.33 feet;

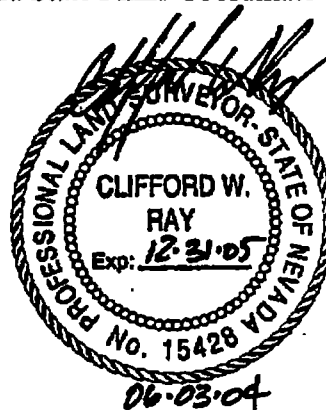
THENCE N 09°19'35" E, leaving said southerly mean high water mark a distance of 246.66 feet to a point on the approximate northerly mean high water mark of the Carson River;

THENCE S 80°14'35" E, more or less, along said northerly mean high water mark a distance of 35.00 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 7,972 square feet, more or less.

The basis-of-bearing for this legal description is the Nevada State Plane Coordinate System, West Zone, NDOT Modified.

PREPARED BY: CAPITAL ENGINEERING
P.O. BOX 3750
CARSON CITY, NV 89702



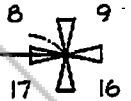
1420-08-701-001
BENTLY FAMILY LTD PARTNERSHIP

1420-08-701-002
NEVADA STATE OF

FND 3" ALUMINUM CAP

589°12'29"E

845.38'



N 80°14'35" W
35.00'

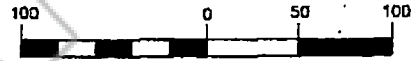
N 11°02'40"E
126.93'

CARSON RIVER

N 09°19'35" E
246.66'

N 09°19'35" E
208.85'

GRAPHIC SCALE



(IN FEET)

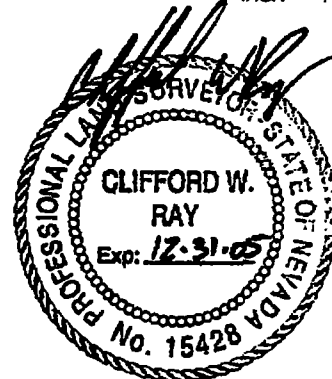
1 inch = 100 ft.

1420-00-002-011
INCLINE VILLAGE GID

N 52°19'03" E
51.33'


FND 5/8 RDR W/ CAP PLS 2983

1420-00-001-005
BENTLY FAMILY
LTD PARTNERSHIP

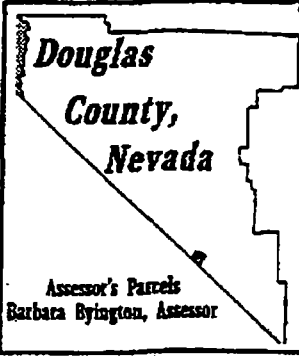


**EXHIBIT MAP FOR
NORTH VALLEY SPECIFIC PLAN AREA
PROJECT #1
35' SANITARY SEWER EASEMENT AND
FUTURE WATER MAIN EASEMENT
OVER THE CARSON RIVER
PORTIONS OF APN 1420-08-701-001
& 1420-00-001-005**

Prepared By:

 **CAPITAL ENGINEERING**
P.O. Box 3750
Carson City, NV 89702
(775) 882-5830

BK- 0505
PG- 7686
0644602 Page: 13 of 21 05/17/2005

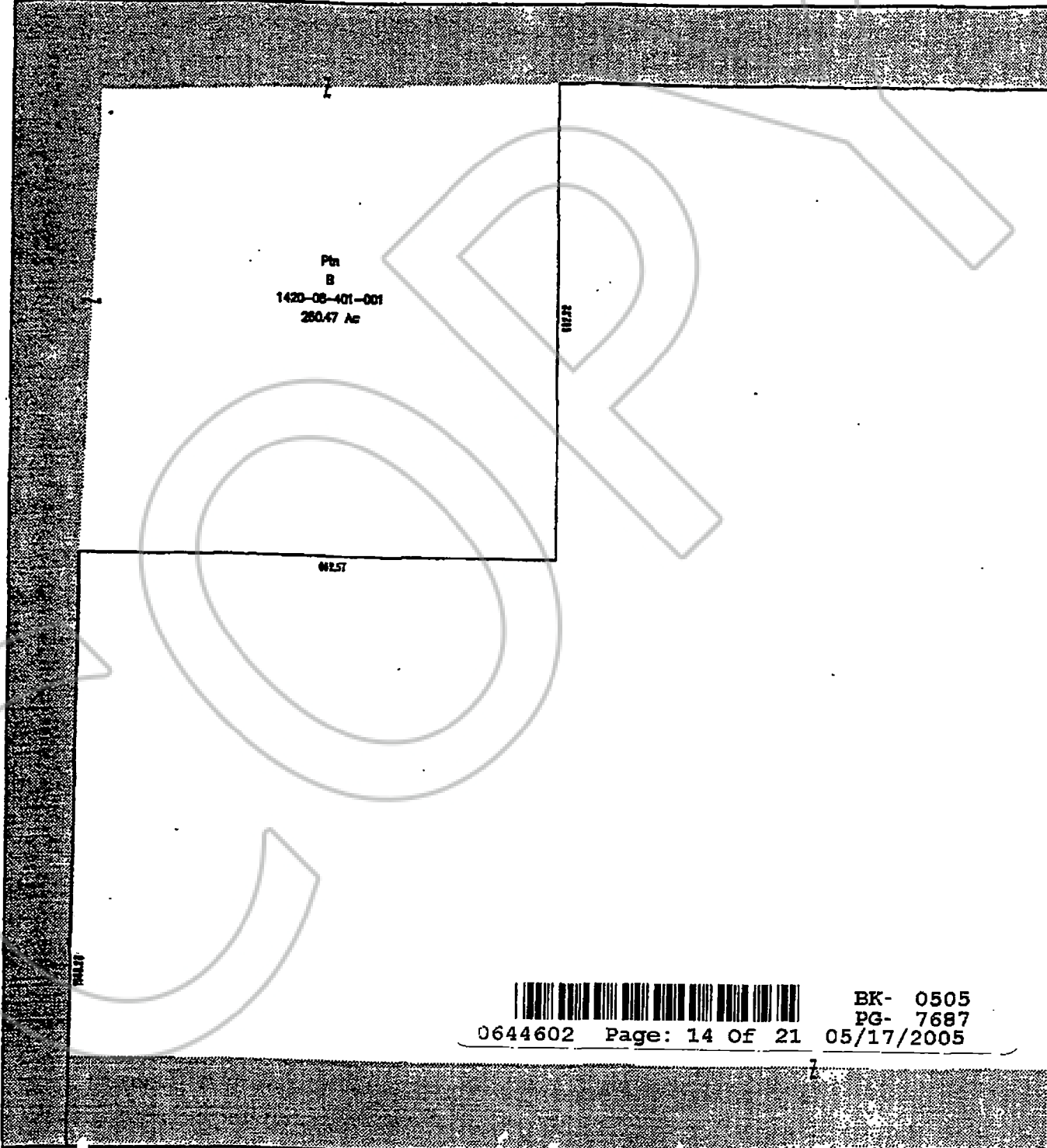


Map Legend

- Parcel Boundary
- Sub'd Boundary
- - - - Road Easement
- - - - Town Boundary
- - - - Township/Range/Section

- 000 Parcel Number
- 110** Parcel Sub/Seq Number
- 100 Parcel Acreage
- B L K A Parcel Block Number
- 1 Parcel Lot Number
- 1100 Parcel Address

NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and illustrative purposes only. It does not represent survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



0644602 Page: 14 Of 21 BK- 0505
PG- 7687 05/17/2005

.... These assessment maps are the pilot project for the D. C. Assessor's new parcel mapping corrections and addition of data. If you have any suggestions or comments on the new system

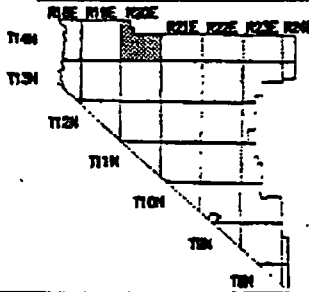
T14 N R20 E

SEC. 08

N 2 SE 4

1420-08-7

Number
Number
Number



6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

1	5
2	6
3	8
4	8



SCALE 1" = 200'
REVISED: 12/06/00

756.8

701

001
04.82 Ac

002
30.12 Ac

913422

BK- 0505
PG- 7688
Page: 15 of 21 05/17/2005
0644602

This mapping and numbering system. They are in a preliminary state and are subject to ongoing evaluation. If you see any errors in this system or notice any discrepancies, please contact Dawn Patterson at D. C. GIS, 782-9894. (7-10-98)

**Douglas
County,
Nevada**

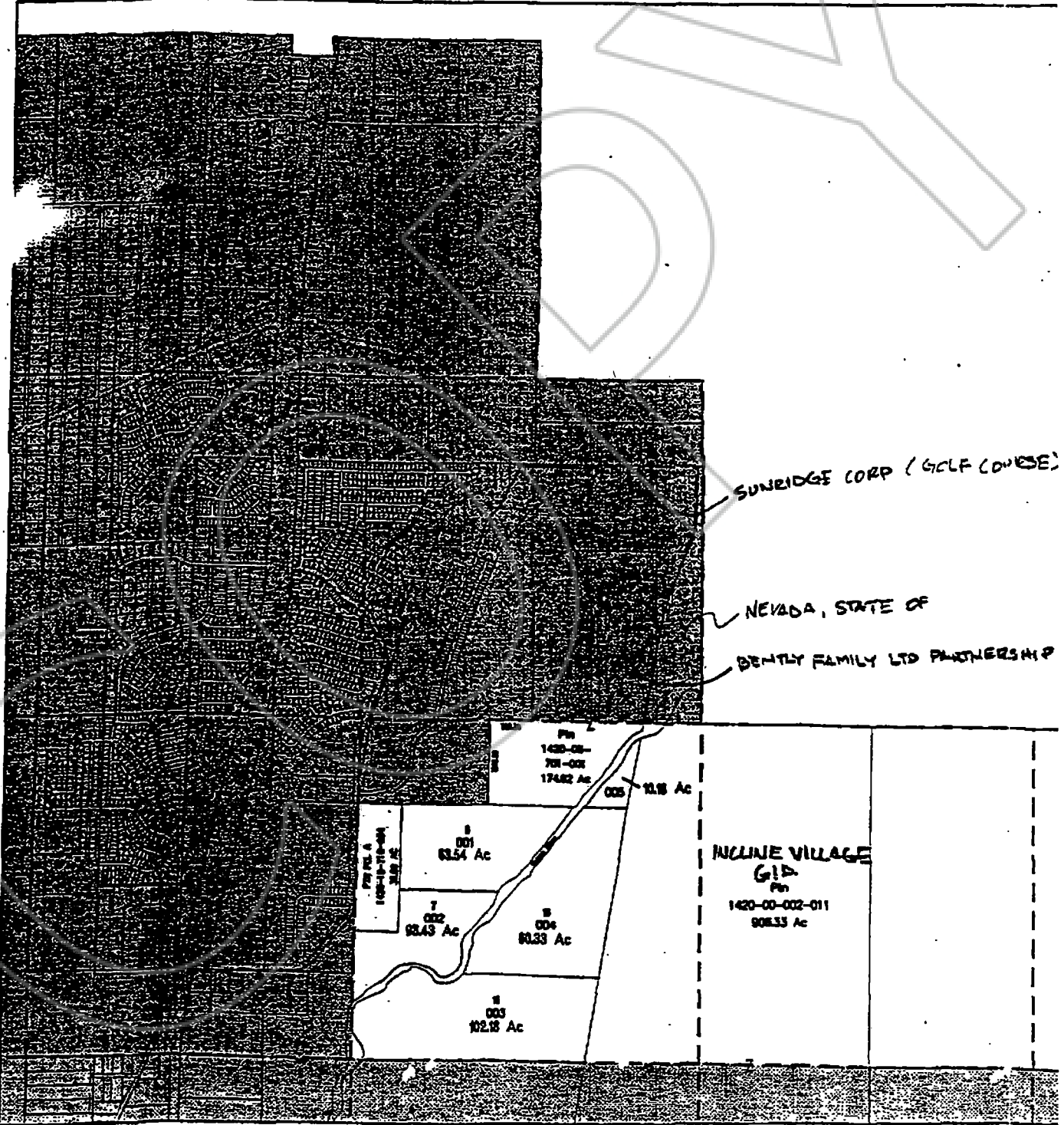
Assessor's Parcels
Douglas County Assessor

Map Legend

- Parcel Boundary
- Sub'd Boundary
- - - Easements
- - - Town Boundary
- - - Township/Range/Section

- 000 Parcel Number
- 110 Parcel Sub/Seq Number
- 100 Parcel Acreage
- B L K A Parcel Block Number
- 1 Parcel Lot Number
- 2200 Parcel Address

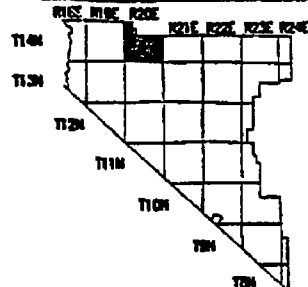
NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and illustrative purposes only. It does not represent survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



T14 N R20 E

N 2 TWP

1420-00-001



19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



BRUNSWICK COUNTY
Municipal Geographic Information Center

SCALE: 1"=1/2 MI
REVISED: 07/09/2003

Jer

(DISE)

JERSEY

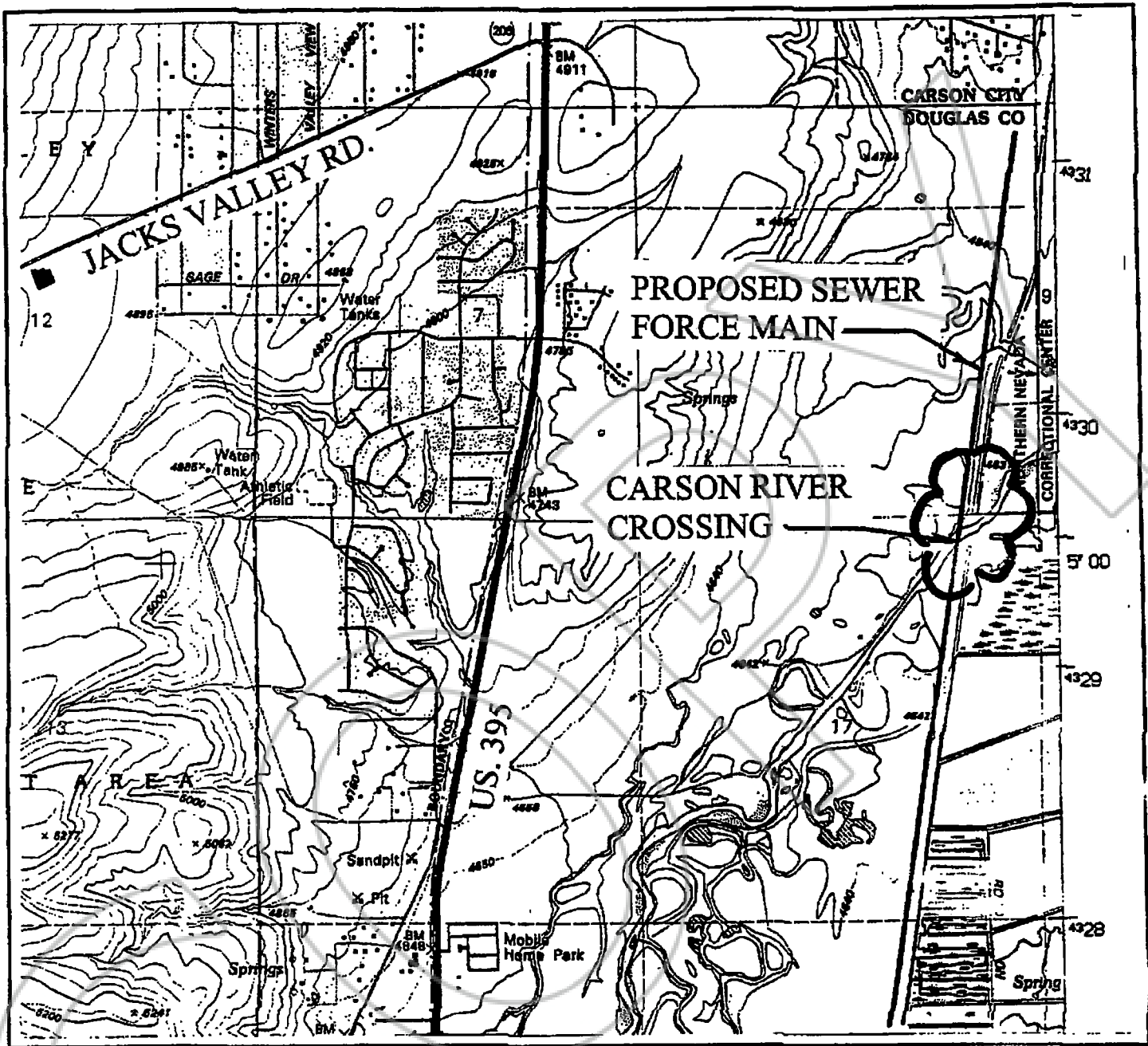
Carson City

BM
005
2258.48 Ac

BK- 0505
PG- 7690
Page: 17 of 21 05/17/2005

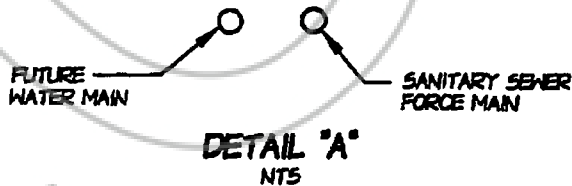
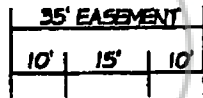
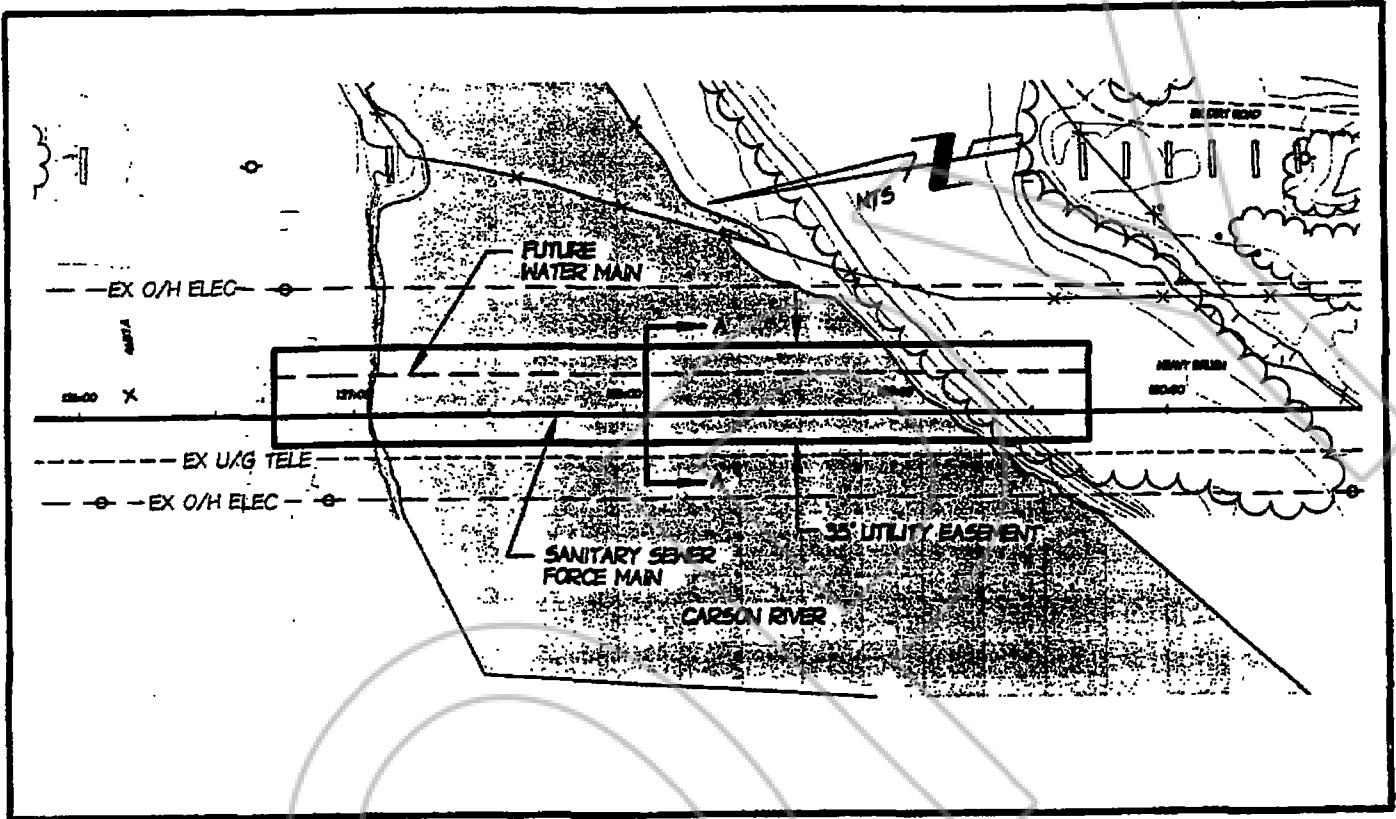


0644602



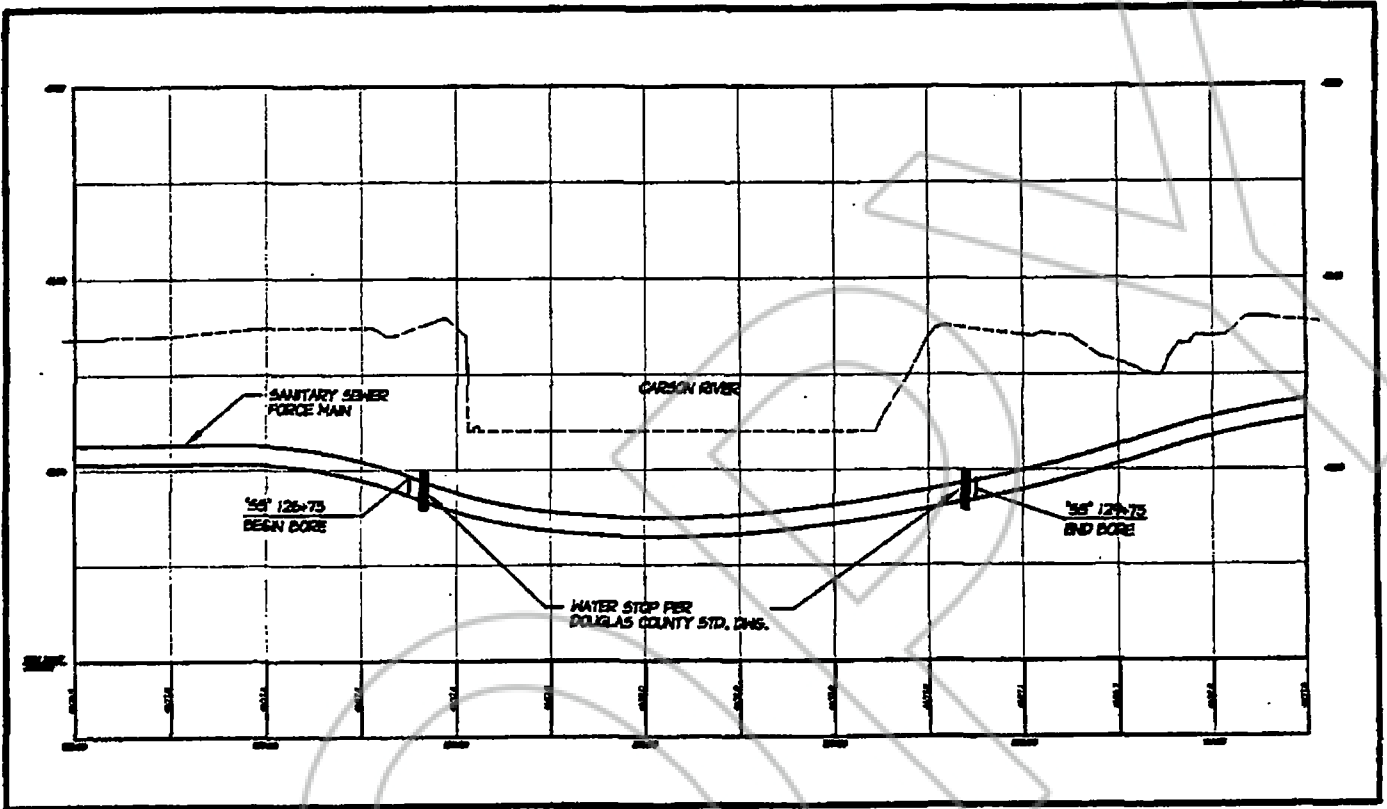
Reference map
 GENOA QUADRANGLE, NEVADA
 7.5 MINUTE SERIES (Topographic)

<p>Purpose: To provide sewer service to <i>The North Valley</i> area of Douglas County.</p> <p>Date: 5-03-2004</p>	<p>NORTH VALLEY SPECIFIC PLAN AREA PROJECT #1</p> <p>Douglas County, Nevada 1594 Esmeralda Avenue Minden, Nevada 89423</p>	<p>VICINITY MAP</p> <p>At: Douglas County, Nevada</p> <p>Sheet 1 of 1 sheet</p>
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BK- 0505
 PG- 7692
 Page: 19 of 21 05/17/2005
 0644602

<p>Purpose: To provide sewer service to The North Valley area of Douglas County.</p> <p>Date: 5-03-2004</p>	<p>NORTH VALLEY SPECIFIC PLAN AREA PROJECT #1</p> <p>Douglas County, Nevada 1594 Esmeralda Avenue Minden, Nevada 89423</p>	<p>RIVER CROSSING</p> <p>UNDER: Carson River At: Douglas County, Nevada</p> <p>Sheet 1 of 2 sheets</p>
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BK- 0505
 PG- 7693

0644602 Page: 20 of 21 05/17/2005

<p>Purpose: To provide sewer service to The North Valley area of Douglas County.</p> <p>Date: 5-03-2004</p>	<p>NORTH VALLEY SPECIFIC PLAN AREA PROJECT #1</p> <p>Douglas County, Nevada 1594 Esmeralda Avenue Minden, Nevada 89423</p>	<p>RIVER CROSSING</p> <p>UNDER: Carson River At: Douglas County, Nevada</p> <p>Sheet 2 of 2 sheets</p>
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OWNERSHIP OF AFFECTED PARCELS

APN 1420-08-701-001
1420-00-001-005

Bentley Family LTD Partnership
3338 Heybourne Rd.
P.O. Box B
Minden, NV 89423

COPY

SEAL

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: May 16, 2005
BREED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: [Signature] Deputy



COPY

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

2nd day of Jan 2014

By [Signature] Deputy