

APN# N/A

DOUGLAS COUNTY, NV **2020-940462**  
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\$40.00 Pgs=4 01/03/2020 12:44 PM  
INCLINE LAW GROUP LLP  
KAREN ELLISON, RECORDER

**Recording Requested by:**

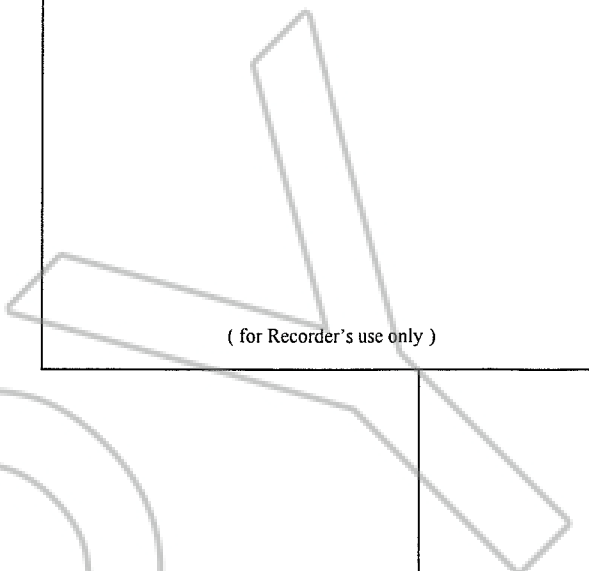
Name: Incline Law Group, LLP  
Address: 264 Village Blvd., Suite 104  
City/State/Zip: Incline Village, NV 89451

**When Recorded Mail to:**

Name: Bently Enterprises, LLC  
Address: 1597 Esmeralda Ave.  
City/State/Zip: Minden, NV 89423

**Mail Tax Statement to:**

Name: Bently Enterprises, LLC  
Address: 1597 Esmeralda Ave.  
City/State/Zip: Minden, NV 89423



GRANT OF EASEMENT FOR RIGHT-OF-WAY

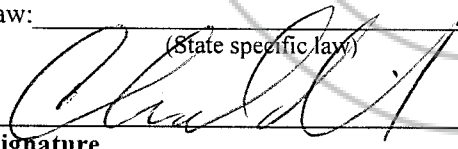
**( Title of Document )**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

**-OR-**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

  
(State specific law)

Attorney Bently Enterprises

**Signature**

**Title**

CHRIS D. NICHOLS

**Printed Name**

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

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672-9-85

TRIBALLY OWNED \_\_\_\_\_  
INDIVIDUALLY OWNED CC-142  
GOVERNMENT OWNED \_\_\_\_\_  
ROUTE NO. \_\_\_\_\_

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

GRANT OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That, the United States of America, acting by and through Robert L. Hunter, Superintendent, Western Nevada Agency, Bureau of Indian Affairs, Department of the Interior, Carson City, Nevada, hereinafter referred to as "Grantor", under the authority contained in 230 DM1, 10 BIAM 3 and 10 BIAM 11, and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17, 25 U.S.C. 323-328), and Part 169, Title 25, Code of Federal Regulations, in consideration of FIVE THOUSAND DOLLARS (\$5,000.00) and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to the Bently Nevada Corporation, its successors and assigns, hereinafter referred to as the "Grantee", an easement for a right-of-way for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, maintain, repair, and rebuild a public road, including incidental purposes therewith, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated on the following described lands located within the Public Domain Allotment No. CC-142, County of Douglas, State of Nevada:

A right-of-way 50 feet in width, 25 feet on either side of the following described line; across a portion of Public Domain Allotment No. CC-142, Charley Jelsus, Nevada, located in Section 24 T. 12 N., R. 21 E., MDM, Nevada. The easement is shown on the map attached hereto is limited to and whose center-line is more particularly described as follows:

Beginning at a point from the S $\frac{1}{4}$  corner of Section 24 which is on a ridge descent along said south line of the SE $\frac{1}{4}$  of Section 24, S89 $^{\circ}$ 36'51"E, 336.10" to the center of the existing Pine Nut Creek Road, thence from the centerline of said road thence northerly along the centerline of said road the following courses and distance; N06 $^{\circ}$ 07'27"W 137.33'; N24 $^{\circ}$ 16'59"W 330.83'; N 13 $^{\circ}$ 36'31"W 447.02'; N01 $^{\circ}$ 34'09"E 352.76'; thence N12 $^{\circ}$ 52'43"W 77.16' more or less to the line between the South  $\frac{1}{4}$  Corner and the North  $\frac{1}{4}$  Corner of Section 24 that is N03 $^{\circ}$ 11'55"E 1304.79' from the South  $\frac{1}{4}$  Corner of said Section 24 T. 12 N., R., 21 E., MDM, Nevada.

The described easement contains 1.6 acres, more or less.

TO HAVE AND TO HOLD the said easement and right-of-way unto the Grantee and unto its successors and assigns, and with the further right in the Grantee, its successors and assigns to transfer said right-of-way by assignment, grant or otherwise.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above-described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public road.

I hereby certify this document to be a true and complete copy of the original document, containing 3 pages, on file in this office  
Western Nevada Agency - Realty  
12/16/19 [Signature]  
Date Signature

This easement is subject to any prior valid existing right or adverse claim and is for a perpetual term and shall thereafter be negotiated as to tenure so long as said easement shall be actually used for the purpose above specified; PROVIDED, that this right-of-way shall be terminable in the whole or in part by the Grantor for any of the following causes upon 30 days written notice and the failure of the Grantee within said notice period to correct the basis for termination (25 CFR 169.20):

- A. Failure to comply with any terms or conditions of the grant or the applicable regulations.
- B. A nonuse of the right-of-way for a consecutive two-year period for the purpose for which it was granted.
- C. An abandonment of the right-of-way.
- D. Failure of the Grantee, upon the completion of construction, to file with the Grantor an affidavit of completion pursuant to 25 CFR 169.16.

The condition of this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

This easement is expressly subject to the stipulations required by 25 CFR 169.5, except those required by subsection (c) thereof are hereby waived

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement this 10th day of October, 1985.

UNITED STATES OF AMERICA

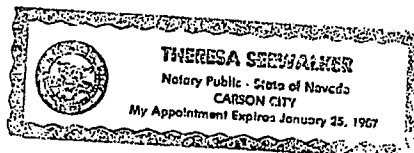
By Robert L. Skenta  
Superintendent  
United States Department of the Interior  
Bureau of Indian Affairs  
Western Nevada Agency  
1300 South Curry Street  
Carson City, NV 89701

A C K N O W L E D G E M E N T

STATE OF Nevada )  
COUNTY OF Carson City )

BEFORE ME, a Notary Public, in and for said County and State, on this 10th day of October, 1985, personally appeared Robert L. Skenta, whose name is subscribed to the foregoing Grant of Easement of Right-of-Way as Superintendent, Bureau of Indian Affairs, and he personally acknowledged to me that he executed the said Grant of Easement for Right-of-Way in his official capacity and pursuant to authority delegated to him for the uses and purposes set forth therein.

Theresa Seewalker  
Notary Public



ALFRED M. NEX  
672-9-85  
05 OCT 15 P 2:32

RIGHT OF WAY APPLICATION

COMES THE APPLICANT Bently Nevada

OF P. O. Box 157, Minden, Nevada 89423 THIS DAY OF July 9, 1985

who hereby petition (s) the Bureau of Indian Affairs and respectfully files under the terms and provisions of the Act of February 5, 1948 (62 Stat. L.17-18), and Departmental Regulations 25 CFR 169.5, an application for a right-of-way for the following purposes and reasons:  
Ingress and Egress to applicant lands

across the following described land: existing road across the SW $\frac{1}{4}$ SE $\frac{1}{4}$  Sec. 24, T.12N., R.21 E., MDM, Nevada, Douglas County

Said right-of-way to be 50' in length 0.26 miles in width, and 1.6 acres (size/area) and more particularly described and shown on the attached map of definite location.

SAID APPLICANT DOES HEREBY UNDERSTAND AND EXPRESSLY AGREES TO THESE STIPULATIONS:

- (A) To construct and maintain the right-of-way in a workmanlike manner
- (B) To pay promptly all damages and compensation, in addition to the deposit made pursuant to 25 CFR 169. 4, determined by the Secretary to be due the landowners and authorized users and occupants of the land on account of the survey, granting, construction, and maintenance of the right-of-way.
- (C) To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury, and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors, and their employees, or subcontractors and their employees.
- (D) To restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right-of-way was granted.
- (E) To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project.
- (F) To take soil and resource conservation and protection measures, including weed control, on the land covered by the right-of-way.
- (G) To do everything reasonably within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.
- (H) To build and repair such roads, fences, and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossing for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
- (I) That upon revocation or termination of the right-of-way, the applicant shall so far as is reasonably possible, restore the land to its original condition.
- (J) To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and of the names and addresses of its principal officers.
- (K) That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.
- (L) The applicant agrees to preserve for future reference, any public land survey corner which is affected by construction or improvements.
- (M) All public land survey corners definitely located and used in describing and tying in the easement survey shall be recorded in accordance with Nevada Revised Statutes, Chapter 329 "Perpetuation of Public Land Survey Corners."

Said application further stipulates and expressly agrees as follows to conform to and abide by all applicable requirements with respect to the right-of-way herein applied for. Applicant agrees to conform to and abide by the rules, regulations, and requirements contained in the Code of Federal Regulations, Title 25, Part 169, and by reference includes such regulations and requirements as part of this application to the same effect as if the same were herein set out in full.

DATE: July 9, 1985

ATTEST: [Signature] [Signature]  
APPLICANT

(SUPPORTING DOCUMENTS - Written consent of landowners; map of definite location with affidavit & certificate; written estimate of damages; deposit of damages; corporate aualifications; evidence of officers to execute forms--Corporate applicants only.)