

APN# 1419-00-002-036



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: DOUG CURTIS

Address: PO BOX 139

City/State/Zip: GENOA, NV

Mail Tax Statements to:

Name: SAME

Address: _____

City/State/Zip: _____

EASEMENT FOR RIGHT-OF-WAY

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

GRANT OF EASEMENT FOR RIGHT-OF-WAY

The United States of America, acting by and through the Bureau of Indian Affairs (BIA), Department of the Interior, Western Nevada Agency, Division of Real Estate Services, 311 East Washington Street, Carson City, NV 89701 for, and on behalf, with the consent of: Washoe Tribe of Nevada and California, 919 U.S. Hwy 395 N, Gardnerville, Nevada 89410 (the **GRANTOR**), under authority contained and under the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, does hereby grant to: Doug, Dana Curtis and their heirs and successors, 751 Trance Acres Drive, Gardnerville, Nevada 89460: (the **GRANTEE**) the following:

1. **PURPOSE.** GRANTOR does hereby grant to GRANTEE, a right-of-way for: installation and maintenance of an electric utility over and across the land embraced within a right-of-way situated on the following described lands:

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A ten-foot (10') wide strip of land for Right-of-Way purposes located within a portion of Section 25, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the northwesterly corner of Parcel 11 as shown on the Record of Survey to Support a Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership filed for record December 31, 1996 in the office of Recorder, Douglas County, Nevada as Document No. 403935;

thence along the northerly boundary of said Parcel 11, North 89°36'02" East, 1318.33 feet to the northeast corner of said Parcel 11, the POINT OF BEGINNING;

thence North 81°22'48" East, 178.44 feet;

thence along the arc of a curve to the right, having a radius of 5.00 feet, central angle of 180°00'00" and arc length of 15.71 feet;

thence South 81°22'48" West, 179.93 feet to a point on the east line of said Parcel 11;

thence along said east line of Parcel 11, North 00°09'45" West, 10.11 feet to the POINT OF BEGINNING, containing 1,831 square feet, more or less.

The Basis of Bearing of this description is identical to the Record of Survey to Support a Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and

The Pivot Limited Partnership filed for record December 31, 1996 in the said office of recorder as Document No. 403935

This right-of-way is limited to and more particularly described to be total of 1,831 square feet, more or less, in area, as shown on Attachment 2, attached hereto, and made a part hereof.

2. **CONSIDERATION.** In consideration of Twenty Thousand Dollars (\$20,000), directly paid to the Tribe in two installments: the first payment of Ten Thousand Dollars (\$10,000) being paid upon approval of the Agreement for the Grant of an Easement for Utility, Attachment 2, on July 13, 2020, the second payment of Ten Thousand Dollars (\$10,000), paid directly to the Tribe, within thirty (30) days of approval by the Superintendent.
3. **TERM.** This right-of-way is subject to any prior valid existing right or adverse claim and shall continue for a term of so long as the right-of-way is used for the purpose above specified; PROVIDED, that this right-of-way may be cancelled by the Tribe and Grantee under any negotiated remedies identified in Section 14 (25 CFR §169.403) and/or in whole or in part by the GRANTOR (25 CFR §169.404) or for any of the following causes upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for cancellation (25 CFR §169.405):
 - A. Failure to comply with any term or condition of the Grant, or the applicable regulations.
 - B. A non-use of the right-of-way for any consecutive two-year period (for any purpose for which it was granted).
 - C. Any conditions or restrictions set out in Tribal Resolution No. 2020-07-WTC-042, dated July 13, 2020.
4. **MITIGATION MEASURES.** (25 CFR §169.123) The GRANTEE agrees to comply with any mitigation measures or conditions described to protect environmental, biological and cultural resources within the right-of-way area defined in the environmental compliance documentation.
5. **RESERVATION OF JURISDICTION.** (25 CFR §§ 169.10, 169.125) The tribe maintains its existing jurisdiction over the land, activities, and persons within the right-of-way and this grant does not diminish to any extent: (a) the tribe's power to tax the land, any improvements on the land, or any person or activity within the right-of-way; (b) the tribe's authority to enforce tribal law of general or particular application on the land subject to and within the right-of-way, as if there were no grant of right-of-way; (c) the tribe's inherent sovereign power to exercise civil jurisdiction over nonmembers on Indian land; or (d) the character of the land subject to the right-of-way as Indian country under 18 U.S.C. 1151.
6. **LAWS.** (25 CFR §169.9) GRANTEE shall comply with all applicable Federal and tribal law.
7. **REGULATORY PROVISIONS.** (25 CFR §169.125):

- A. On tribal land, the tribe reserves the right to reasonable access to the lands subject to the grant to determine GRANTEE'S compliance with consent conditions or to protect public health and safety;
- B. The GRANTEE has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;
- C. BIA may treat any provision of a grant that violates Federal law as a violation of the grant; and
- D. If historic properties, archaeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the GRANTEE will contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.
- E. GRANTEE must:
 - i. Construct and maintain improvements with the right-of-way in a professional manner consistent with industry standards;
 - ii. Pay promptly all damages and compensation, in addition to bond or alternative form of security made pursuant to 25 CFR §169.103, determined by the BIA to be due the landowners and Tribe as a result of the granting, construction, and maintenance of the right-of-way;
 - iii. Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land as agreed to by the landowners;
 - iv. Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;
 - v. Comply with all applicable laws and obtain all required permits;
 - vi. Not commit waste;
 - vii. Operate, repair and maintain improvements consistent with the right-of-way grant;
 - viii. Build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;
 - ix. Restore the land to its original condition, as much as reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;
 - x. At all times keep the BIA, and the tribe for tribal land, informed of the GRANTEE'S address;
 - xi. Refrain from interfering with the lessee/permittee or the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;

- xii. Comply with due diligence requirements under 25 CFR §169.105; and Comply with the following due diligence requirements: as described in the Agreement for the Grant of an Easement for Utility, Attachment 1; and
- xiii. Notify the BIA, and the tribe for tribal land, if applicant files for bankruptcy or is placed in receivership.

F. Unless GRANTEE would be prohibited by law from doing so and subject to N.R.S. Chapter 41, GRANTEE must also:

- i. Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises; and
- ii. Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.

8. ENCROACHMENT. (25 CFR §169.128) The GRANTEE may not unreasonably withhold its consent for a new right-of-way within its existing right-of-way that does not interfere with the use or purpose of its right-of-way.

9. PERMANENT IMPROVEMENTS. (25 CFR §169.130) GRANTEE shall be the owner of any permanent improvements constructed during the term of the grant and said permanent improvements, appurtenances, fixtures and equipment placed within the right-of-way shall be removed or an option for landowner to take possession of and title to the permanent improvements or as otherwise negotiated.

10. AMENDMENT. (25 CFR §169.204) This grant may not be amended except as provided in 25 CFR §§ 169.204 – 169.206.

11. ASSIGNMENT. (25 CFR §169.207) This grant may not be assigned without applicable consent and BIA approval and within 30 days, a copy of the assignment and supporting documents will be sent to BIA for recording in the Land Titles and Records Office (LTRO).

12. MORTGAGE. (25 CFR §169.210) This grant may not be mortgaged with applicable consent and BIA approval and within 30 days, a copy of the mortgage and supporting documents will be sent to BIA for recording in the LTRO.

13. EFFECTIVE DATE. (25 CFR §169.301) Grant will be effective on the date it is approved.

14. REMEDIES. (25 CFR §169.403) Any disputes regarding a violation, abandonment, or non-use may be addressed as set forth below, and in accordance with 25 CFR §169.403.

IN WITNESS WHEREOF, GRANTEE, has acknowledged and accepted this grant of easement this 23 day of AUGUST, 2021.


BY: 
Doug Curtis, Landowner
751 Trance Acres Drive
Gardnerville, Nevada 89460

BY: 
Dana Curtis, Landowner
751 Trance Acres Drive
Gardnerville, Nevada 89460

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

Subscribed and sworn to before me this 23rd day of August, 2021.

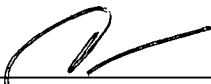

Signature of Notary Public

My commission expires July 8, 2023.

15. **BINDING EFFECT.** The condition for this grant shall extend to and be binding upon and shall inure to the benefit of the successors of the GRANTEE.

IN WITNESS WHEREOF, GRANTOR, pursuant to the delegated authority found in 209 DM 8, 230 DM 1, and 3 IAM 4 and supplements thereto (or applicable delegation of authority), is granting and executing this grant of easement on this 24 day of AUGUST, 2021.

UNITED STATES OF AMERICA

BY: 
Gerry Emeh, Acting Superintendent
U.S. Department of the Interior
Bureau of Indian Affairs

ACKNOWLEDGEMENT

STATE OF Nevada)
) ss.
COUNTY OF Carson City)

Subscribed and sworn to before me this 23rd day of August, 2021.


Signature of Notary Public



My commission expires on July 8, 2023.