

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Philip Ritger

**Department:** Public Works



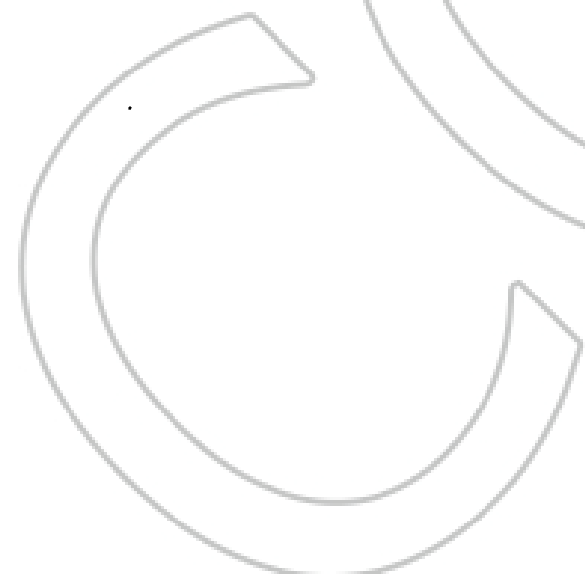
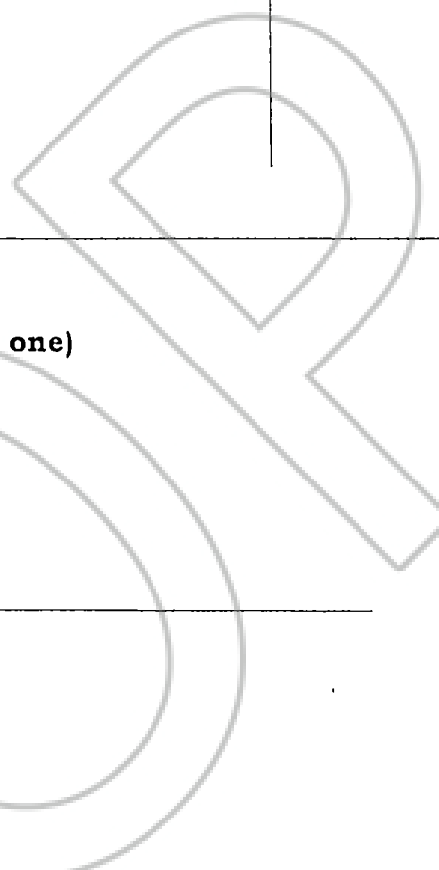
00146946202109782670060060

KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_



FILED

NO. 2021.199

12/9/21  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY AL DEPUTY



CR-142017-2, AE  
Interest: 11354-3  
Project: 6982  
Contract: 2154  
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

**NON-EXCLUSIVE EASEMENT AMENDMENT #3**  
**DOUGLAS COUNTY PUBLIC WORKS**  
**SEWER LINE UNDER THE CARSON RIVER**

THIS NON-EXCLUSIVE EASEMENT AMENDMENT, made and entered into this 1<sup>st</sup> day of December, 2021, 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**, GRANTOR granted a Non-Exclusive Easement to GRANTEE dated May 3, 2005, recorded on May 17, 2005 with Douglas County as document number 644602 for the purpose of constructing a sewer line beneath the Carson River; and

**WHEREAS**, GRANTOR granted an easement amendment to GRANTEE on April 21, 2011, recorded on April 27, 2011 with Douglas County as document number 782283 for the placement of a water transmission main and fiber optic line with the footprint of the 2005 easement under the Carson River; and

**WHEREAS**, GRANTOR granted a second easement amendment to GRANTEE on September 15, 2016 to add a late fee clause to the easement; and

**WHEREAS**, the Non-Exclusive Easement gives the GRANTOR the right to re-assess and adjust the Non-Exclusive Easement fees for the sewer line, water-tie line, and associated fiber optic line every five (5) years to reflect any change in value during the term of the Non-Exclusive Easement; and

**WHEREAS**, GRANTOR recently completed a rental fee re-evaluation and determined that the annual fee for the easement has not changed; and

**WHEREAS**, the original easement and two subsequent amendments do not include a provision for attorney's fees.

NOW THEREFORE, GRANTOR agrees to amend the Non-Exclusive Easement as follows:

FOR AND IN CONSIDERATION of this Non-Exclusive Easement, GRANTEE, along with its successors and assigns, hereby agrees to pay a use fee in the amount of TWO HUNDRED AND NO/100 DOLLARS (\$250.00) under Contract 2154 per year to the State of Nevada beginning on or before each year thereafter. The State of Nevada reserves the right to reassess and adjust the use fee every FIVE (5) years.

**LATE FEE:**

The annual use fee shall be paid in advance to GRANTOR and shall be due on or before the due date provided herein. Any payment made after this due date shall be subject to a late payment fee in the amount of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00). If fees,

including late fees, become more than SIXTY (60) days in arrears, the Easement including all amendments may be terminated by the GRANTOR.

**ATTORNEY'S FEES:**

In the event any action is filed in relation to this agreement, the unsuccessful party shall pay to the successful party, in addition to all sums either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees not to exceed ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per billable hour.

All other terms and conditions of the Non-Exclusive Easement remain in full force and effect, with no other changes, modifications or amendments thereto.

//

//

//

//

//

//

IN WITNESS WHEREOF, the parties hereto have executed this amended Non-Exclusive Easement as of the day and year first above written.

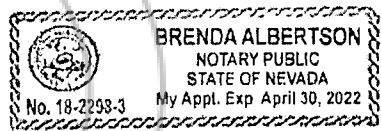
**GRANTOR:**  
**STATE OF NEVADA**  
**Division of State Lands**

By: Charles Donohue  
CHARLES DONOHUE  
Administrator and State Land Registrar

STATE OF NEVADA   )  
   :SS.  
CARSON CITY   )

On, Dec 1, 2021 Charles Donohue, Administrator and State Land Registrar, Division of State Lands, personally appeared before me, a notary public, who acknowledged that he executed the above instrument.

Brenda Albertson  
NOTARY PUBLIC



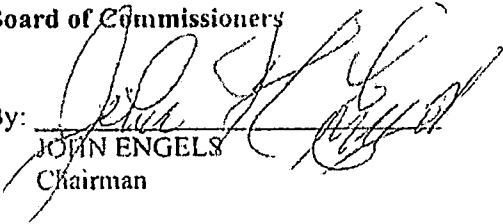
**APPROVED as to Form:**  
**AARON D. FORD**  
**Attorney General**

By: Tori Sundheim  
TORI N. SUNDHEIM  
Deputy Attorney General

08-17-2021  
Date

**GRANTEE:**

**DOUGLAS COUNTY**  
**Board of Commissioners**

By:   
JOHN ENGELS  
Chairman

STATE OF Nevada )  
 )  
 ) :ss  
COUNTY OF Douglas )

On November 18<sup>th</sup>, 2021 John Engels personally appeared before me, a notary public who acknowledged that he executed the above document.

  
NOTARY PUBLIC

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

09 day of December, 20 21

By  Deputy