



KAREN ELLISON, RECORDER

CR-131922-2/ IB
Interest: 16092
Project: 6587
Contract ID: 5282
Douglas County
Adjacent to APN: 1319-22-000-014, 1319-22-000-010

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

ASSIGNMENT OF EASEMENT

**NDOT MULLER LANE CROSSING
THE WEST BROCKLISS SLOUGH (C-473)**

This ASSIGNMENT OF EASEMENT is made and entered into this 4th day of March, 2022 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, hereinafter referred to as ASSIGNOR, and the NEVADA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as ASSIGNEE:

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, on July 23, 2003, the Division of State Lands issued an Assignment of Easement to NDOT for multiple crossings along Muller Lane. One of the Assignment of Easement was Bridge No. B-474, commonly known as East Brockliss Slough. Said Assignment of Easement

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was recorded in the official records of Douglas County as Document No. 0590583 on July 23, 2003. However, the West Brockliss Slough crossing was overlooked; and

WHEREAS, ASSIGNEE, has made application to and wishes to obtain from the ASSIGNOR an Assignment of Easement for the Muller Lane crossing of West Brockliss Slough; and

WHEREAS, NRS 322.100, NRS 322.050, and 322.060 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

WHEREAS, NRS 321.003 gives the State Lands Registrar the authority to assign any land or interest in land owned by the State of Nevada to the appropriate state agency for the use and administration of that property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, ASSIGNOR does hereby assign to ASSIGNEE a revocable Easement for the purposes stated above, hereinafter referred to as “the Project,” within the bed and banks of the Carson River situate in SE ¼ of the SW ¼ of Section 22, Township 13 North, Range 19 East, M.D.M. The location of the Project is described in the legal description attached hereto as **EXHIBIT A** and by reference made a part hereof. The area of the Project is shown on the Site Map depicted on **EXHIBIT B** attached hereto and by reference made a part hereof.

IN FURTHER CONSIDERATION for the assigning of this Assignment of Easement, ASSIGNEE, its successors and assigns and/or its agents(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by ASSIGNEE solely for the Project. The Project shall only include the bridge structure and its appurtenances within the area depicted in the legal description incorporated herein and by reference made a part hereof and shall not interfere with the navigability of the Carson River and any of its tributaries.

2. **JURISDICTION OF STATE:** The Assignment of Easement for the Project extends only to the bed and banks of the Carson River, to the ordinary and permanent high water mark and only to the areas described in **EXHIBITS A & B**, and shall not be construed to authorize access across private lands; access to the river shall be by established public routes and/or authorized access across private lands. If ASSIGNEE needs to utilize other portions of said property not granted to it through this Assignment of Easement, a permit, easement, or other authorization to do so is required.

3. **CARSON RIVER BOUNDARY:** The Assignment of Easement acknowledges that in some places the Carson River may have been moved from its original channel by previous projects of the Army Corps of Engineers. For purposes of this Assignment of Easement no attempt has been made to determine whether the sections of the channel included in the Project are in their original location. Artificial changes to a river's boundary are generally viewed as avulsive in nature by many courts, including the Nevada Supreme Court. Thus, it is possible that the State's title to the bed and banks of the Carson River did not move with the river during the Army Corps of Engineer's channelization project, thus, the current ordinary high water mark of the Carson River in the Assignment of Easement area may not coincide with the true ordinary high water mark owned by the State. In other words, the State may not have title to all of the bed and banks of the precise area subject to this Assignment of Easement. The Assignment of

Easement expressly releases any and all claims, known or unknown, against the ASSIGNOR and State of Nevada arising from any dispute regarding the title to the bed and banks of the area subject to this Assignment of Easement. The parties understand and agree that, if this Project alters any portion of the channel by filling, thereby causing that portion of state land to have a higher elevation than the present ordinary and permanent high water mark, this does not modify state ownership of the bed and banks of the Carson River as it was previous to this Project.

4. **CONSIDERATION:** Pursuant to NRS 322.150, the State Land Registrar has waived the fee for the issuance of this Assignment of Easement, since the Project is being assigned to a state agency for use and administration.

5. **PERMITS:** This Assignment of Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. ASSIGNEE agrees to obtain and adhere to the conditions of the necessary permits.

6. **INDEMNIFICATION:** ASSIGNEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors 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 and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

7. **INSURANCE:** ASSIGNEE, as a State Agency, is self-insured for its liability (general and auto liability). The State does not purchase the commercial liability insurance generally

required in authorization agreements. The ASSIGNEE will satisfy its liability insurance requirements through the State's self-insurance.

8. **LIMITED LIABILITY:** ASSIGNOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

9. **PLANS AND PHOTOGRAPHS:** The Project 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 alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations.

10. **INSPECTION:** ASSIGNOR retains the right to inspect the Project at any time. ASSIGNEE agrees to notify ASSIGNOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

11. **EXISTING EASEMENTS:** ASSIGNEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

12. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the Assignment of Easement area, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. ASSIGNEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

13. DAMAGE TO STATE LAND: ASSIGNEE, 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 ASSIGNOR caused by ASSIGNEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

14. MAINTENANCE: ASSIGNEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by ASSIGNEE and within the Assignment of Easement and understands and agrees that the Project must be maintained in good repair at all times.

15. ENVIRONMENTAL CONDITIONS: ASSIGNEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to conduct the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines. ASSIGNEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that at no time shall any chemical products, petrochemicals, excavated materials, silt, floating debris or foreign debris of any kind be discharged, deposited or allowed to enter into any storm drain or any river channel. ASSIGNEE, its successors and assigns, and/or its agent(s)

or contractor(s) understands and agrees that any tractor, drill rig, backhoe, or other equipment utilized on upland banks adjacent to the Project will be washed and free of any oils, toxins, fuel, and any other foreign substance that could pollute the Carson River and harm its ecosystem. If any component of the Project fails, creates a hazard or causes upstream or downstream impacts, the ASSIGNEE agrees to repair or mitigate any damage.

16. WARRANTIES: ASSIGNOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of ASSIGNEE.

17. NOTICES: All notices under this Assignment of Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to ASSIGNOR and to ASSIGNEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

ASSIGNOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

ASSIGNEE'S ADDRESS:

Department of Transportation
1263 S. Stewart St.
Carson City, Nevada 89712

18. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS**.

19. TERMINATION: Either party shall have the right to terminate this Assignment of Easement in whole or in part any time during the term hereof, provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The ASSIGNEE, its successors and assigns, understands and agrees that at the termination of this Assignment of Easement the

Project will be removed by ASSIGNEE, if so requested by ASSIGNOR, and the land restored to its pre-project condition. Any and all right or interest in state land must be quitclaimed by instrument to the ASSIGNOR within a reasonable time, without claim or demand of any kind from ASSIGNOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by ASSIGNEE, its successors and assigns and at no expense or cost to the ASSIGNOR.

20. TERM AND DISCONTINUATION: This Assignment of Easement shall continue so long as the same may be necessary and required for the purposes for which is was granted unless terminated sooner by another provision. If at any time the ASSIGNEE should discontinue said use for a period of ONE (1) year this Assignment of Easement shall thereupon terminate and all right and interest in state land therein shall revert to ASSIGNOR, its successors and assigns.

21. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Assignment of Easement to become invalid and shall require the removal of the Project and appurtenances. All rights and interest in the Assignment of Easement shall revert to ASSIGNOR. ASSIGNEE agrees to provide a copy of this Assignment of Easement to its contractors prior to entering and beginning any work on the property described herein.

22. WAIVER: The failure of ASSIGNOR to insist upon strict performance of any of the covenants and agreements to this Assignment of Easement or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

23. SURVIVAL: This Assignment of Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the ASSIGNEE are, and shall continue to be, joint and several.

24. ENTIRE AGREEMENT: This Assignment of Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Assignment of Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the ASSIGNOR and ASSIGNEE, this Assignment of Easement shall be binding upon ASSIGNOR and ASSIGNEE, their successors and assigns.

25. AMENDMENT OR MODIFICATION: This Assignment of Easement may be amended or modified at any time with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

26. SEVERABILITY: If any term or provision of this Assignment of Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Assignment of Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment of Easement shall be valid and shall be enforced to the fullest extent permitted by law.

27. GOVERNING LAW: This Assignment of Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

28. VENUE: Any lawsuit brought to resolve a dispute arising from this Assignment of Easement must be brought either in the location of the Project or in Carson City, Nevada.

29. RECORDING: This Assignment of Easement may be recorded in the official real estate records of the county in which the property is located. ASSIGNEE shall be responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

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

ASSIGNOR:

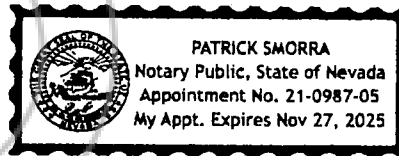
**STATE OF NEVADA
Division of State Lands**

By: Charles Donohue
CHARLES DONOHUE
Administrator and State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On MARCH 4, 2022 personally appeared before me, a notary public CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

Patrick Smorra
NOTARY PUBLIC



APPROVED as to Form:

**AARON D. FORD
Attorney General**

By: Daniel Nubel
DANIEL NUBEL
Senior Deputy Attorney General

Date: 1/27/22

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**EXHIBITS
Follow**

COPY

DUPLICATE ORIGINAL

EXHIBIT A: LEGAL DESCRIPTION

LEGAL DESCRIPTION PREPARED BY:
GREGORY A. BIGBY, P.L.S.
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

**EXHIBIT "A"
LEGAL DESCRIPTION**

Adj. to APN: 1319-22-000-014
Ptn. of APN's: 1319-22-000-010
1319-27-000-007
Control Section: DO-11
Parcel: S-757-DO-000.151PE1

Situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as being a portion of the SE 1/4 of the SW 1/4 of Section 22, T. 13 N., R. 19 E., M.D.M., and further described as being a portion of the West Brockliss Slough, and more fully described by metes and bounds as follows:

BEGINNING at a point on the right or southerly right-of-way line of SR-757 (Muller Lane) and the westerly Ordinary High Water Mark of said West Brockliss Slough, 30.00 feet right of and at right angles to Highway Engineer's Station "Le" 40+72.41 P.O.T., said point of beginning further described as bearing N. 11°17'32" W., a distance of 924.92 feet from a B.L.M. brass cap marked "WC T13N R19E S22", accepted as being the witness corner 19.14 feet west of the south quarter corner of said Section 22, shown as a FD. 1986 BLM BRASS CAP WITNESS COR. PER BLM NOTES 19.14' WEST OF 1/4 COR. on that certain RECORD OF SURVEY FOR BARTELS FAMILY TRUST, filed for record on July 3, 1997, in Book 797, Page No. 728, Document No. 416575, in Official Records of Douglas County, Nevada; thence along said westerly Ordinary High Water Mark the following three (3) courses and distances:

- 1) N. 14°06'23" W. - 7.02 feet;
- 2) N. 4°52'13" E. - 44.17 feet;
- 3) N. 7°34'06" W. - 9.26 feet to a point on the left or northerly right-of-way line of said SR-757;

thence S. 88°37'59" E., along said northerly right-of-way line, a distance of 30.86 feet to a point on the easterly Ordinary High Water Mark of said West Brockliss Slough; thence S. 13°53'07" W., along said easterly High Water Mark, a distance of 10.00 feet; thence S. 4°36'24" E., continuing along said easterly Water Mark, a distance of 50.51 feet to a point on

EXHIBIT A: LEGAL DESCRIPTION

said southerly right-of-way line of SR-757; thence N. 88°37'59" W., along said southerly right-of-way line, a distance of 33.34 feet to the point of beginning; said parcel contains an area of 1,856 square feet (0.04 acres).

Said parcel is delineated and identified as Parcel S-757-DO-000.151PE1 on EXHIBIT "B", attached hereto and made a part hereof.

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

EXHIBIT A: LEGAL DESCRIPTION

WITNESS CORNER

**LPN1668 - SR-757 (MULLER LN.) WEST BROCHLISS SLOUGH - RWSS TOPO
HORIZ DATUM: NAD83/94 WEST ZONE
VERT DATUM: ***NGVD29***
GEOID MODEL: GEOID 12B
UNITS: USFEET
BASIS OF VERTICAL DATUM: 1331001M(4674.75) 753018M(4673.74)**

**GRID TO GROUND FACTOR: 1.0002007
GROUND TO GRID FACTOR: 0.9997992940**

ELEVATIONS ARE BASED ON RTK GPS / SL

GROUND COORDS:

	NORTHING(FT)	EASTING(FT)	ELEV(FT)
1668001L	14664483.94	2269331.71	4674.73

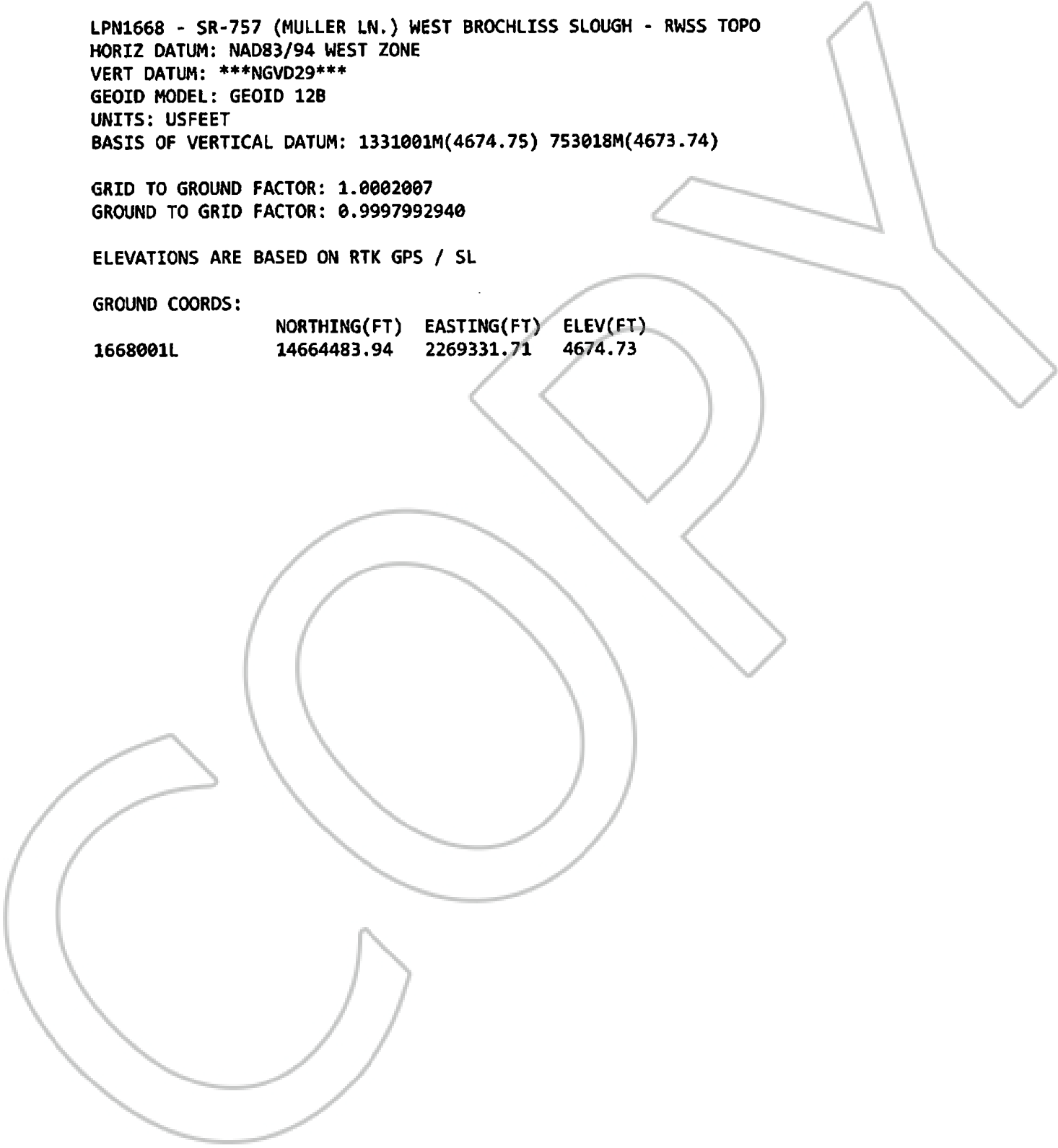
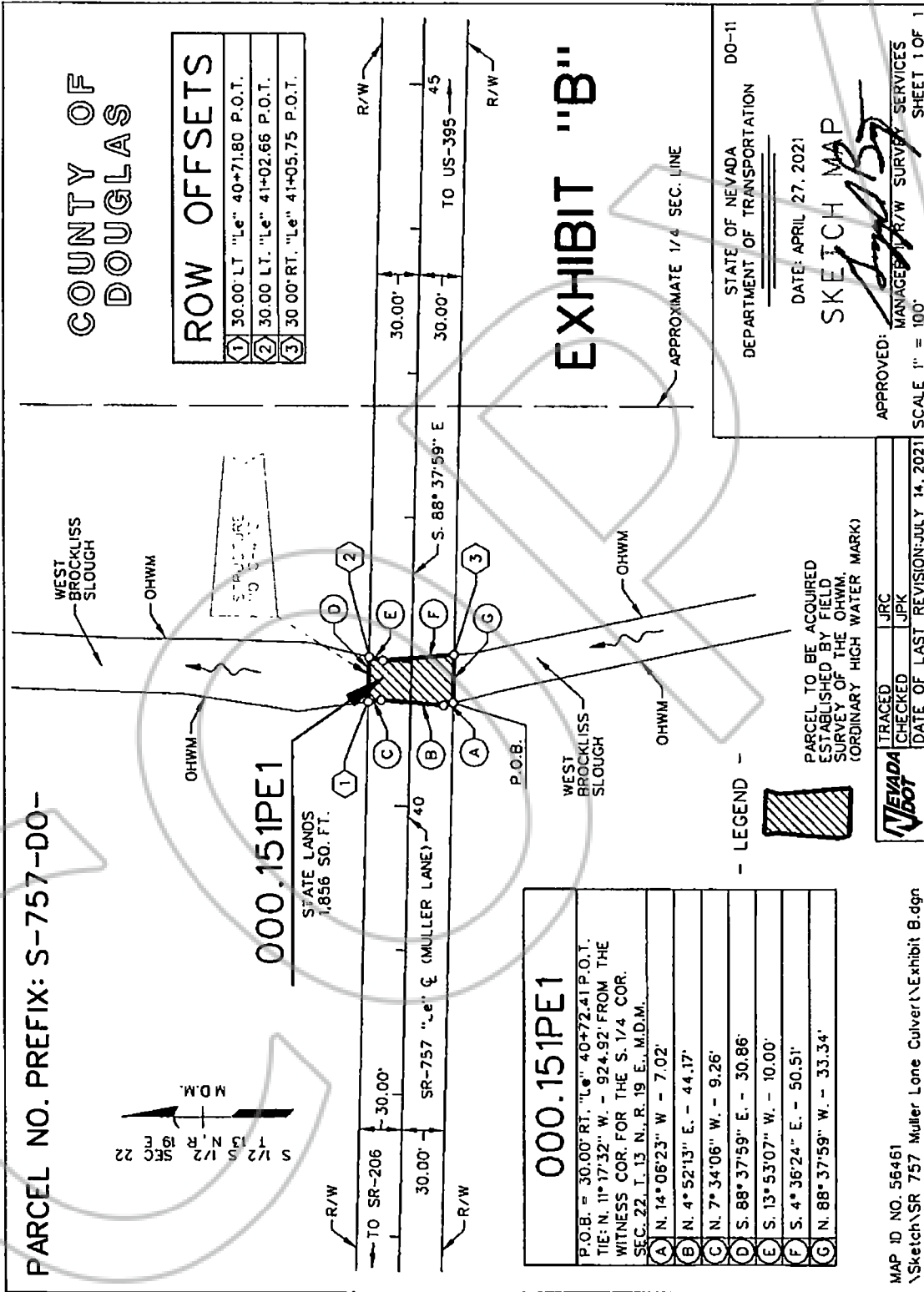


EXHIBIT B: SITE MAP



COUNTY OF DOUGLAS

ROW OFFSETS

1	30.00' LT. "Le" 40+71.80 P.O.T.
2	30.00' LT. "Le" 41+02.66 P.O.T.
3	30.00' RT. "Le" 41+05.75 P.O.T.

EXHIBIT "B"

APPROXIMATE 1/4 SEC. LINE

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

DATE: APRIL 27, 2021

SKETCH MAP

APPROVED: *[Signature]*
MANAGER R/W SURVEY SERVICES

SCALE: 1" = 100'

000.151PE1

P.O.B. = 30.00' RT. "Le" 40+72.41 P.O.T.
TIE: N. 11°17'32" W. - 924.92' FROM THE
WITNESS COR. FOR THE S. 1/4 COR.
SEC. 22, T. 13 N., R. 19 E., M.D.M.
A) N. 14°06'23" W. - 7.02'
B) N. 4°52'13" E. - 44.17'
C) N. 7°34'06" W. - 9.26'
D) S. 88°37'59" E. - 30.86'
E) S. 13°53'07" W. - 10.00'
F) S. 4°36'24" E. - 50.51'
G) N. 88°37'59" W. - 33.34'

NEVADA	TRACED	JRC
foot	CHECKED	JPK
	DATE OF LAST REVISION: JULY 14, 2021	

MAP ID NO. 56461
\\Sketch\SR 757 Muller Lone Culvert\Exhibit B.dgn

DO-11