

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Parks Department

Item ID/Agreement #: DC-356-2024

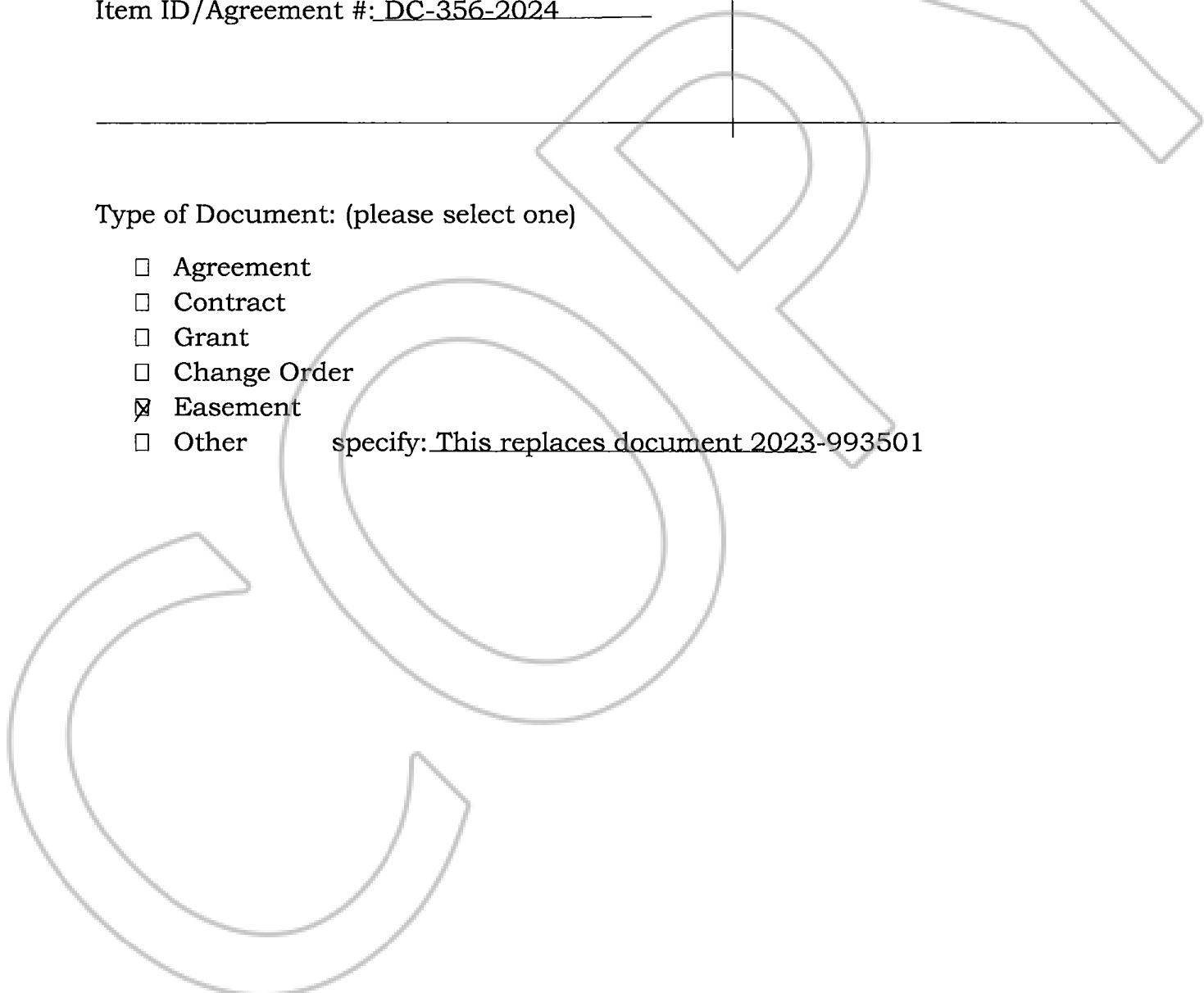


SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: This replaces document 2023-993501



FILED

NO. DC-356-2024

4/2/2024  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY MP DEPUTY

RECORDED AT THE REQUEST OF:

Douglas County, Nevada  
District Attorney's Office  
Post Office Box 218  
Minden, Nevada 89423

**A.P.N: 1022-15-001-111**  
(a portion)

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**MODIFICATION OF GRANT OF EASEMENT FOR  
UTILITY FACILITIES**

*Note: This document modifies and replaces in its entirety the Grant of Easement for Utility Facilities Document 2023-993501, Recorded January 27, 2023, Official Records of Douglas County, Nevada.*

THIS Non-Exclusive Easement is made and entered into this 21<sup>st</sup> day of March, 2024, by and between Douglas County, a political subdivision of the State of Nevada, hereinafter referred to as Grantor, and Topaz Ranch Estates General Improvement District, hereinafter referred to as Grantee.

WHEREAS, GRANTOR owns Douglas County Assessor's parcel number A.P.N: 1022-15-001-111; and

WHEREAS, GRANTEE, wishes to obtain from GRANTOR an easement for the construction and maintenance of two wells (Well 6 and Well 8) that serve the GRANTEE; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 244, gives the Douglas County Board of Commissioners the authority to grant easements over, under or upon any land owned by Douglas County.

NOW THEREFORE, for and inconsideration of mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE, a non-exclusive easement for the purpose of constructing, operating, adding to, modifying, and maintaining two wells (Well 6 and Well 8) and their appurtenances hereinafter referred to as "the Project", upon, under and through the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at, upon, under, and through a portion of that certain property situated in and being a portion of the Northeast Quarter of Section 15, Township 10 North, Range 22 East, MDM, County of Douglas, State of Nevada, and more particularly described in the legal description attached as Exhibit "A" and shown on Exhibit "A-1", together with all and singular tenements, hereditaments, and appurtenances

belonging to or in any way appertaining to the property.

IN FURTHER CONSIDERATION for the granting of this non-exclusive easement, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. PURPOSE: The property described herein may be used by GRANTEE solely for the Project.
2. JURISDICTION: This non-exclusive easement for the Project extends only to the areas described in Exhibit A and Exhibit A-1 and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this non-exclusive easement, a permit, license, easement or other authorization to do so is required.
3. PERMITS: This non-exclusive easement is subject to the acquisition of all local, state, and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.
4. INDEMNIFICATION: GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless Douglas County 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, operation, and maintenance of the Project. This indemnification does not exclude the GRANTOR'S right to participate in its defense of a matter subject to this indemnification.
5. LIMITED LIABILITY: GRANTOR will now 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.
6. INSURANCE; CONTRACTORS AND SUBCONTRACTORS: This provision is applicable to all Non-Governmental entities engaged to work on the premises granted by this non-exclusive easement and does not apply to any GRANTEE considered a public entity. GRANTEE agrees to carry and to require their contractors and subcontractors to carry their own General Liability Insurance policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated A.M. Best as A-/VII or better. The insurance policy is to be kept in full force and effect during the term of this non-exclusive easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name Douglas County, its officers, employees and agents as additional insureds for all liability arising from the use of Douglas County land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insureds. GRANTEE agrees to provide and to require their contractors and subcontractors to provide to Douglas County the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of Douglas County as additional insured. The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and subcontractor prior to their entry upon Douglas County property and be sent to:

**DOUGLAS COUNTY COMMUNITY SERVICES**

c/o Community Services Director  
1594 Esmeralda Ave.  
Minden, NV 89423

7. **PLANS AND PHOTOGRAPHS:** The Project and related activities must be completed in accordance with the approved application and plans on file in the Douglas County Community Services office. Douglas County Community Services 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. Douglas County reserves the right to prohibit said alterations.
8. **INSPECTION:** GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least two (2) business days prior to the commencement and termination of any activities on the property to allow for the inspection.
9. **EXISTING EASEMENTS:** GRANTEE, 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 Douglas County land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.
10. **HISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work performed within the non-exclusive easement, work will be temporarily halted and the State Historic Preservation Office as well as the Douglas County Community Services Office shall be notified. GRANTEE will heed to any responsibilities required under state and federal law.
11. **DAMAGE TO DOUGLAS COUNTY 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 any construction, relocation, 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 including, if either one or both of the wells are ever removed.
12. **MAINTENANCE:** GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the non-exclusive easement and understands and agrees that the Project must be maintained in good repair at all times.
13. **WARRANTIES:** GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.
14. **NOTICES:** All notices under this non-exclusive easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

**DOUGLAS COUNTY COMMUNITY SERVICES**  
c/o Community Services Director

1594 Esmeralda Ave.  
Minden, NV 89423

**TOPAZ RANCH ESTATES GENERAL IMPROVEMENT DISTRICT**

c/o District Operations Manager  
1490 Albite Rd., Suite 8  
Wellington, NV 89444

15. **TERMINATION:** Either party shall have the right to terminate this non-exclusive easement in whole or in part any time during the term hereof, provided, however, that either party shall give 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 GRANTEE, its successors and assigns, understands and agrees that at the termination of this non-exclusive easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. 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. 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 GRANTEE, its successors and assigns at no expense or cost to the GRANTOR.
16. **TERM AND DISCONTINUATION:** This non-exclusive easement shall continue so long as the same may be necessary and required for the purposes for which it was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of one (1) year this non-exclusive easement shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.
17. **COMPLIANCE TO CONDITIONS:** Failure to concur with or comply with any of the conditions contained herein will cause this non-exclusive easement to become invalid and shall require the removal of the Project and appurtenances. All right, title, and interest in the non-exclusive easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this non-exclusive easement to its contractors prior to entering and beginning any work on the property described herein.
18. **WAIVER:** The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this non-exclusive easement or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.
19. **SURVIVAL:** This non-exclusive easement, and all of the terms hereof, shall insure to the benefit of, and be binding upon, the heirs, assigns, and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.
20. **ENTIRE AGREEMENT:** This non-exclusive easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. The parties agree that this document replaces in its entirety, the Grant of Easement for Utility Facilities Document 2023-993501, Recorded January 27, 2023, in the Official Records of Douglas County, Nevada.
21. **AMENDMENT OR MODIFICATION:** This non-exclusive 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.

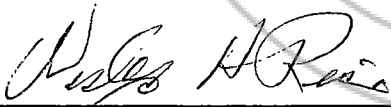
22. SEVERABILITY: If any term or provision of this non-exclusive easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this non-exclusive easement or the application of such 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 non-exclusive easement shall be valid and shall be enforced to the fullest extent permitted by law.
23. GOVERNING LAW: This non-exclusive easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.
24. VENUE: Any lawsuit brought to resolve a dispute arising from this non-exclusive easement must be brought in Douglas County, Nevada.
25. ASSIGNMENT OF EASEMENT: This non-exclusive easement may not be assigned or transferred without prior written approval of GRANTOR. Such approval will not be unreasonably withheld.
26. RECORDING: This non-exclusive easement shall be recorded in Douglas County, Nevada. GRANTEE is 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 Douglas County does not obviate the necessity of obtaining other local, state or federal assent to the work authorized.

IN WITNESS WHEREOF, the parties hereto have executed this non-exclusive easement as of the day and year first above written. The Grantor has signed on the day and year above written.

**GRANTOR**

Douglas County Board of County Commissioners

By: 

WESLEY RICE

Chair, Douglas County Board of Commissioners

STATE OF NEVADA

COUNTY OF DOUGLAS

On March 25, 2024, <sup>acknowledged</sup> before me, by Wesley Rice, notary

public, personally appeared Wesley Rice, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

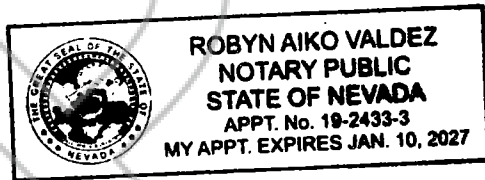


EXHIBIT "A"  
LEGAL DESCRIPTION  
UTILITY EASEMENT  
PORTION OF APN 1022-15-001-111

An easement, variable width, located within a portion of the Roadside Park parcel as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 4, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on November 16, 1970, in Book 1 of Maps, Page 224, as Document No. 50212, situate within the Northeast Quarter of Section 15, Township 10 North, Range 22 East, MDM, being more particularly described as follows:

**Beginning** at an angle point on the Northerly limits of the existing 20' Public Utility Easement per Document Number 0746772, recorded July 9, 2009, Official Records of Douglas County, Nevada, from which the North Quarter corner of Section 14, Township 10 North, Range 22 East, MDM, bears North 66°25'59" East a distance of 4004.85 feet;

thence along said Northerly limits South 69°44'31" West a distance of 80.00 feet;

thence departing said Northerly limits North 20°15'29" West a distance of 12.00 feet;

thence North 69°44'31" East a distance of 91.00 feet;

thence South 20°15'29" East a distance of 19.98 feet;

thence on a line 16.00 feet Northerly of and parallel with the Northerly right-of-way of State Route 208 as shown on said map of TOPAZ RANCH ESTATES UNIT NO. 4 North 67°29'50" East a distance of 683.36 feet;

thence departing said line North 22°30'10" West a distance of 28.00 feet;

thence North 67°29'50" East a distance of 38.00 feet;

thence South 22°30'10" East a distance of 40.00 feet;

thence on a line 4.00 feet Northerly of and parallel with the Northerly right-of-way of said State Route 208 South 67°29'50" West a distance of 721.83 feet;

thence departing said line South 20°15'29" East a distance of 4.00 feet to a point on the Northerly right-of-way of said State Route 208;



thence along said Northerly right-of-way South  $67^{\circ}29'50''$  West a distance of 49.04 feet;

thence departing said Northerly right-of-way North  $20^{\circ}15'29''$  West a distance of 5.92 feet to a point on the Southerly limits of said existing 20' Public Utility Easement;

thence along the Southerly limits of said existing 20' Public Utility Easement North  $69^{\circ}44'31''$  East a distance of 38.00 feet to an angle point on said 20' Public Utility Easement;

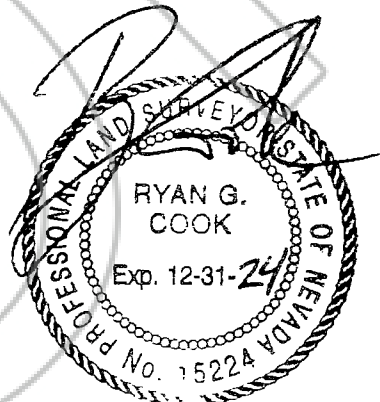
thence departing said Southerly limits and along the Easterly limits of said existing 20' Public Utility Easement North  $20^{\circ}15'29''$  West a distance of 20.00 feet to the **Point of Beginning**.

Said parcel contains an area of approximately 11,278 square feet.

**BASIS OF BEARINGS:** Nevada Coordinate System, West Zone, NAD83/94, being identical to those shown on the map of TOPAZ RANCH ESTATES UNIT NO. 4, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on November 16, 1970, in Book 1 of Maps, Page 224, as Document No. 50212.

Description Prepared By:

Ryan G. Cook, PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Ave.  
Reno, NV 89523  
775-787-4316



4-26-2023

GRANITE WAY

BOHLER  
APN 1022-15-001-090

BECKERBAUER  
APN 1022-15-001-091

LEAL  
APN 1022-15-001-092

SITE

ROADSIDE PARK  
T.R.E. UNIT #4  
APN 1022-15-001-111  
DOUGLAS COUNTY

FOR DETAIL, SEE SHEET 2

POINT OF BEGINNING

WELL 6R

BLDG

EXISTING 20' EASEMENT  
PER DOC. 0746772

WELL 8

12'

4'

NDOT STATE ROUTE 208

PARK LIVESTOCK CO  
APN 1022-15-002-014

1" = 100'

EXHIBIT "A-1"  
DISPLAY TO ACCOMPANY  
LEGAL DESCRIPTION

SCALE 1"=100'  
TREGID WELL 6R & 8  
AMENDED UTILITY EASE



SHEET  
1  
OF  
2

ROADSIDE PARK  
T.R.E. UNIT #4  
APN 1022-15-001-111  
DOUGLAS COUNTY

**SITE**

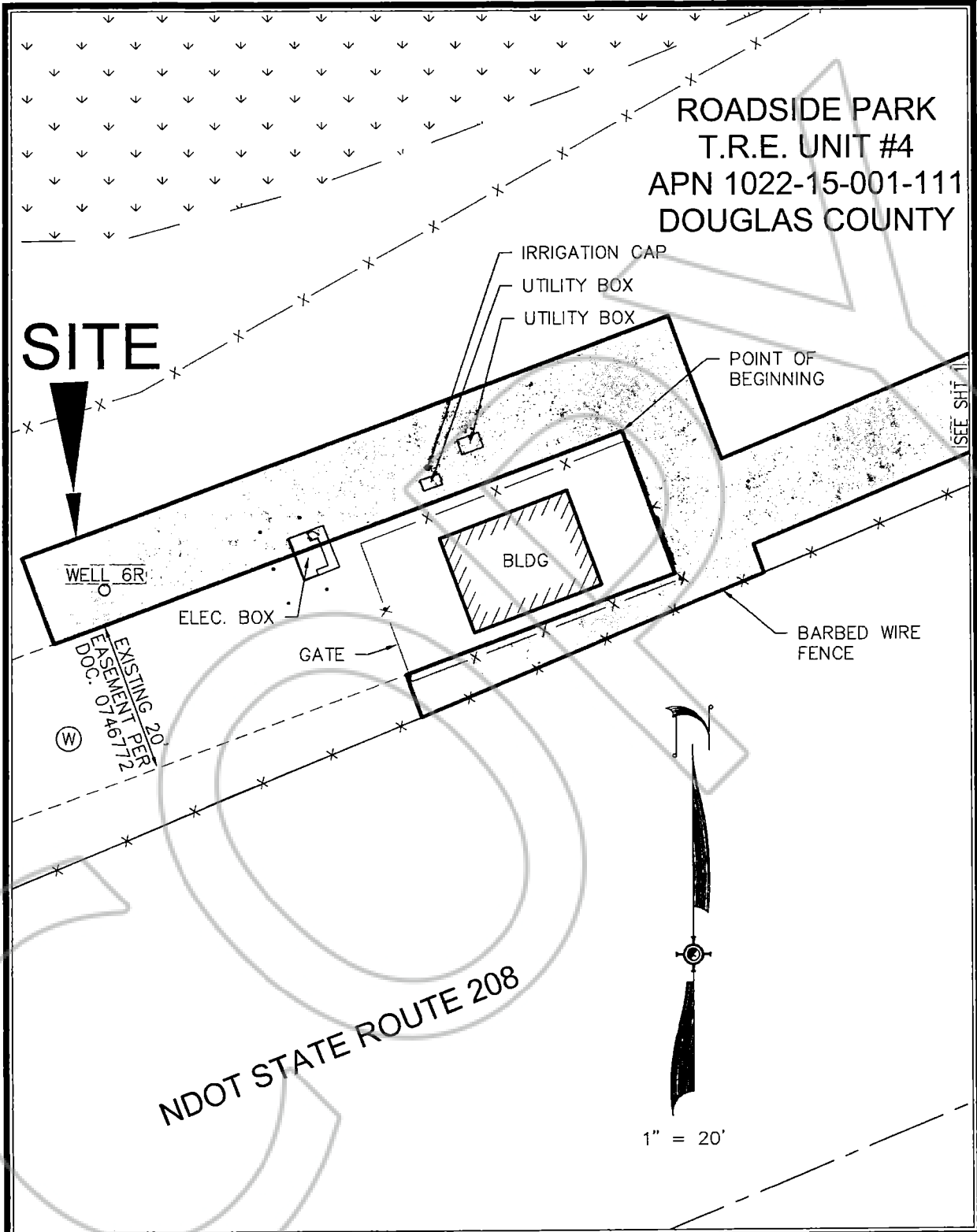


EXHIBIT "A-1"  
DISPLAY TO ACCOMPANY  
LEGAL DESCRIPTION

SCALE 1"=20'  
TRE GID WELL 6R & 8  
AMENDED UTILITY EASE



SHEET  
2  
OF  
2

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 April, 2024

By [Signature] Deputy