

14m # 4-1B

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

Date Submitted: 11/03/2006

Agenda Date Requested: 11/16/2006

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works - Engineering Division

Subject Title: Action to approve two Agreements between State of Nevada Division of State Lands, Southwest Gas Corporation and Carson City whereby the Division of State Lands agrees to (1) grant a permanent easement upon, over and across certain real property described as Assessors's Parcels Number APN No. 10-041-55 (Nevada State Prison parcel) for the purpose of construction, operation and maintenance of underground gas facilities and (2) grant temporary construction easements upon, over and across said real property for the purpose of construction of the gas facilities, and Southwest Gas agrees to certain conditions to occupy Carson City's existing easement and right-of-way.

Staff Summary: The easements are being requested from State Lands by Southwest Gas to provide for the relocation of their facilities necessitated by the construction of Phase 2A of the Carson City Freeway which encroach upon a portion of the City's existing utility easement and right-of way.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve and authorize the Mayor to sign two Agreements and duplicate originals between State of Nevada Division of State Lands, Southwest Gas Corporation and Carson City whereby the Division of State Lands agrees to (1) grant a permanent easement upon, over and across certain real property described as Assessors's Parcels Number APN No. 10-041-55 (Nevada State Prison parcel) for the purpose of construction, operation and maintenance of underground gas facilities and (2) grant temporary construction easements upon, over and across said real property for the purpose of construction of the gas facilities, and Southwest Gas agrees to certain conditions to occupy Carson City's existing easement and right-of-way. There is no fiscal impact.

Explanation for Recommended Board Action: Southwest Gas is in the process of relocating their facilities as part of the Carson City Freeway Phase 2A project and the above described easements are necessary for the construction and relocation. The conditions in the agreement maintain the City's existing rights for use of it's existing easement.

State Lands requested approval from Carson City in order to grant Southwest Gas an easement adjacent to the Nevada State Prison which encroaches upon the City's existing utility easement

and right-of way. The City approved said encroachment subject to conditions addressing the following issues;

- Southwest Gas will obtain approval from the City Engineer prior to any construction within said City easement.
- Southwest Gas shall coordinate it's construction activities so as not to delay City's construction or maintenance within said City easement.
- Southwest Gas shall relocate their facilities should they interfere with any current or future City utility facilities within said City easement.
- Should Southwest Gas delay or interfere with City's use of said easement and right-of-way during City's Freeway Utility Relocation Project, Southwest Gas agrees to reimburse City for costs incurred for delays or interferences.
- Southwest Gas and City agree to coordinate their construction activities.

Applicable Statue, Code, Policy, Rule or Regulation: NRS 322.050 through 322.070

Fiscal Impact: None

Explanation of Impact: Normal staff time related to the coordination effort.

Funding Source: N/A

Alternatives: N/A.

Supporting Material:

Non-Exclusive Easement, One (1) Permanent Gas Line Easement, Phase 2 of Carson City Freeway & Duplicate Original

Non-Exclusive Easement, Two (2) Temporary Construction Easements for Gas Lines, Phase 2 of Carson City Freeway & Duplicate Original

Prepared By: Jay Ahrens, PE, Senior Project Manager

Reviewed By:

_____	Date: _____
(City Engineer)	
_____	Date: _____
(Department Head)	
_____	Date: _____
(City Manager)	
_____	Date: _____
(District Attorney)	

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

H:\PROJECTS\00-6010-Fwy 2\engr\easements\bos for state lands\BOS swg state lands
easement.wpd



PRIS-1, #2755, MMO
APN- 10-041-55

Recording Requested by and Return to:
Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, NV 89701

GRANTEE:
Southwest Gas Corporation
400 Eagle Station Lane
Carson City, NV 89701-8401

NON-EXCLUSIVE EASEMENT

ONE (1) PERMANENT GAS LINE EASEMENT PHASE 2 OF CARSON CITY FREEWAY

This non-exclusive easement, made and entered into this 8th day of SEPTEMBER, 2006, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS on behalf of the Nevada Department of Corrections, hereinafter referred to as GRANTOR and SOUTHWEST GAS CORPORATION, hereinafter referred to as GRANTEE, and Carson CITY, consolidated municipality and State Capital, hereinafter referred to as "CITY";

WHEREAS, GRANTEE, has made application to and wishes to obtain written permission from the DIVISION OF STATE LANDS to obtain one (1) permanent easement for underground gas facilities and appurtenances; and

WHEREAS, NRS 322.050 through 322.070 give 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, GRANTOR granted an Easement Deed to CITY on the 30th day of August 1983; and

WHEREAS, GRANTEE wishes to obtain an easement which abuts and crosses said Easement Deed;

WITNESSETH:

FOR AND IN CONSIDERATION of the monies hereinafter described and other good and valuable consideration contained herein, GRANTOR does hereby grant to GRANTEE one (1) permanent easement for underground gas facilities and appurtenances under, over and through the following described parcel, together with the right to enter upon said land 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 will upon, over, under, and across a portion of that certain property situate in Section 16, Township 15N, Range 20E, as shown on Carson City's Assessor's parcel map (**EXHIBIT A**) attached hereto and by reference made a part hereof. The location of the one (1) permanent easement is attached hereto as described in legal description (**EXHIBIT B**) and by reference made a part hereof. The project shall be executed in accordance with the **Right-of-Way Required Within State Lands Property, 5th Street at Prison**

Property utility plans dated September 28, 2005 on file with the Nevada Division of State Lands and by reference made a part hereof.

IN FURTHER CONSIDERATION for the grant of this easement, GRANTEE agrees to the following specific conditions:

1. **PURPOSE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s), understand and agree that this non-exclusive easement is for underground gas facilities and appurtenances.
2. **JURISDICTION OF STATE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that this easement for underground gas facilities and appurtenances extends only to those certain real properties described in the legal description (**EXHIBIT B**) attached herein and by reference made a part hereof, and shall not be construed to authorize access across other private lands, and GRANTEE understands that if it wishes to utilize other portions of said property not granted to it through this easement, a new permit or easement to do so shall be required.
3. **CARSON CITY'S EXISTING EASEMENT:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree that the CITY was granted an easement deed by the State of Nevada (**EXHIBIT C**) on August 30, 1983. The easement area requested by GRANTEE abuts and crosses the existing 40' (FORTY FOOT) wide easement and right-of-way held by CITY. CITY, GRANTOR, and GRANTEE, its successors and assigns, its agent(s)

and/or contractor(s) understand and agree that this non-exclusive easement is subject to the following conditions:

- a. GRANTEE will submit construction plans and construction schedules to the Carson City Engineer and obtain written approval from the City Engineer prior to any construction activity within said CITY easement and right-of-way.
- b. GRANTEE shall coordinate its construction activities so as not to delay CITY'S construction or maintenance of any current or future city utilities within said CITY easement and right-of-way.
- c. GRANTEE shall relocate its facilities at no expense to the CITY or GRANTOR within ONE HUNDRED EIGHTY (180) days of written notice to proceed from CITY, including receipt of authorization from the Nevada Division of State Lands for GRANTEE to perform the requested work. If, through no fault of GRANTEE, receipt of authorization from the Nevada Division of State Lands is delayed more than 120 days from the date of the 180-day notice from CITY, then CITY shall provide a sufficient extension of time for GRANTEE to secure the required authorization and perform the relocation.
- d. Should GRANTEE delay or interfere with CITY'S use of said easement and right-of-way during CITY'S Freeway Utility Relocation project,

GRANTEE agrees to reimburse CITY for costs incurred for delays or interference.

- e. CITY and GRANTEE, its successors and assigns agree to instruct their respective contractors to conduct their operations as to offer the least possible obstruction and inconvenience to the general public, including the residents, businesses and any other contractors working in the vicinity of the easement projects and shall have under construction no greater length or amount of work than each can prosecute properly with due regard to the rights of the public.
- f. CITY and GRANTEE, its successors and assigns agree to instruct their respective contractors to attend weekly progress meetings for the Carson City Freeway Utilities Relocation project for the duration of their respective utility relocation projects should said meetings continue after the project commences.
- g. CITY and GRANTEE, its successors and assigns agree to instruct their respective contractors to coordinate their project schedules, when applicable.

4. **CONSIDERATION:** In consideration of this non-exclusive permanent easement GRANTEE its successors and assigns, hereby agree to pay an annual fee in the amount of ONE THOUSAND SIX HUNDRED TWENTY THREE DOLLARS (\$1,623.00) for one (1) permanent non-exclusive easement

over state land [NRS 322.050 through 322.070]. Fees for the permanent easement shall be due on October 1, 2006 and on October 1st each year thereafter. The fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE, 5003
CARSON CITY, NV 89701**

The GRANTOR further reserves the right to reevaluate, reassess and adjust the easement fees for the gas easement every five (5) years.

5. **PERMITS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that this easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.
6. **INDEMNIFICATION:** GRANTEE its successors and assigns, and/or agent(s) or contractor(s), as Indemnitors, to the fullest extent of NRS chapter 41 liability limitations, agree 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 GRANTEE'S 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 gas lines.

This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification. GRANTEE shall not be liable to indemnify or hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel of its choice.

7. **INSPECTION AND MONITORING:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to allow GRANTOR the opportunity to inspect the gas lines at any time during construction or after installation. GRANTEE agrees to allow interested agencies the opportunity to inspect the gas lines' construction site.

Except in emergency situations, GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to **contact NDOT Environmental Division, Cultural Resources Section and the Central Federal Lands Division of the Federal Highway Administration for the State of Nevada at least FIVE (5) days prior to any construction to allow cultural resource monitoring during construction.**

Except in emergency situations **GRANTEE, its successors and assigns, will be responsible to provide the Warden of the Nevada State Prison THIRTY (30) DAYS NOTICE when maintenance or construction activities are to occur.** Said notices and updates shall be provided to the following parties, their successors and assigns:

Warden
Nevada State Prison
3301 East Fifth Street
P.O. Box 607
Carson City , NV 89701
Phone: (775) 887-3251

Warden
Warm Springs Correctional Center
3301 East Fifth Street
P.O. Box 607
Carson City , NV 89702
Phone: (775) 684-3000

8. **MAINTENANCE:** GRANTEE, its successors and assigns, will be responsible for all maintenance of the gas lines and understand and agree that the said gas lines must be maintained in good repair at all times.
9. **DAMAGE TO STATE LAND:** GRANTEE, its successors and assigns, its agent(s), and/or contractor(s) understand and agree 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 the construction, location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the gas lines, and further agrees to return the land to its reasonably same pre-project condition as reasonably necessary upon installation of the gas lines.
10. **TERM AND DISCONTINUATION:** The easements granted by GRANTOR and as described more particularly herein shall continue so long as the same may be necessary and required for the purposes for which it was granted. If at any time the GRANTEE should discontinue use or maintenance for a period of ONE (1) year, GRANTOR may terminate the easement, and all right, title and

interest therein shall revert to GRANTOR, its successors and assigns, and GRANTOR shall have no further obligation to GRANTEE.

11. **TERMINATION:** The GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that upon the termination of the easement, the gas lines will be removed by GRANTEE, if so requested by GRANTOR, and the land be restored to its reasonably same pre-project condition. Alternatively, GRANTOR, upon agreement, may permit GRANTEE to abandon the gas lines in place. 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. Any expenses for removal of gas lines and for the restoration of the land will be borne by GRANTEE or its assigns.

GRANTEE, its successors and assigns, its agent(s) and/or or contractor(s), understand and agree that failure to concur with or comply with any of the conditions contained herein will cause this easement to become invalid and may require the removal or abandonment of the said gas lines.

12. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree to conduct the project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

13. **PREHISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work on the projects and related activities, work will be temporarily halted and the State Historic Preservation Office and NDOT Environmental Division, Cultural Resource Section are notified.

14. **PLANS AND PHOTOGRAPHS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree that 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 of and review any material alterations to the approved plans prior to commencement of such alterations.

GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree to provide the GRANTOR with a set of before and after construction photographs of the easement area to be taken from established points. GRANTEE agrees to provide a set of division engineering facility tiles which reflect the project as it was built within six months of completion of construction and installation of the gas lines through state lands.

15. **ACCESS TO ENTRANCE AND PARKING LOT:** GRANTEE, its successors and assign, its agent(s) and/or contractor(s) understand and agree to not inhibit access to the prison entrance at all times and to leave no less than 60% (sixty percent) of the parking lot available for prison use at all times.

All covenants and agreements herein contained shall extend to and be obligatory 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.

This easement does not become effective until the first annual easement fee is paid and a fully executed and recorded copy is returned to the Division of State Lands.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have subscribed this non-exclusive easement on the day and year first above written.

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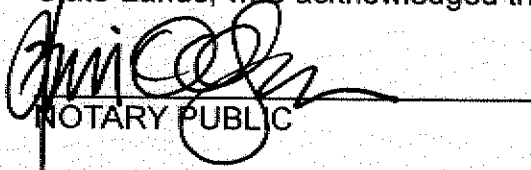
GRANTOR:

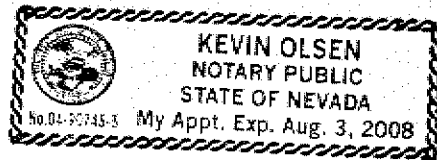
STATE OF NEVADA
Division of State Lands

By: 
PAMELA B. WILCOX
Administrator and Ex-Officio
State Land Registrar


STATE OF NEVADA)
) ss.
CITY OF CARSON CITY)

On, SEPTEMBER 8, 2006, personally appeared before me, a notary public,
PAMELA B. WILCOX, Administrator and Ex-Officio State Land Registrar, Division of
State Lands, who acknowledged that she executed the above instrument.


NOTARY PUBLIC



APPROVED as to Form:
GEORGE J. CHANOS
Attorney General

By: 
GEORGE TAYLOR
Deputy Attorney General

Date 9/20/06

MANAGING AGENCY
Department of Corrections

By: William Donat
WILLIAM DONAT, Warden
Warden
Nevada State Prison
Center

By: Stefanie Humphrey
STEFANIE HUMPHREY,
Warm Springs Correctional

DIRECTOR
Department of Corrections

By: Glen Robertson
GLEN ROBERTSON, Director
Date: _____

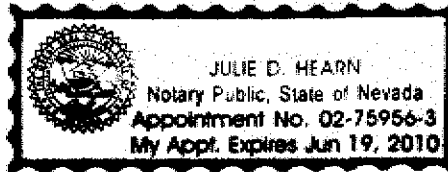
GRANTEE:
SOUTHWEST GAS CORPORATION

By: Dennis Redmond
Title: V.P.

STATE OF NEVADA)
CITY OF CARSON CITY)
ss.

On Oct 19 2006, personally appeared before me, a notary public,
Dennis Redmond, who acknowledged that he/she executed the above
instrument.

Julie A. Hearn
NOTARY PUBLIC



CITY
CARSON CITY, A CONSOLIDATED MUNICIPALITY
REVIEWED AND RECOMMENDED BY:

By: _____
LAWRENCE WERNER, P.E., P.L.S.
City Engineer

APPROVED FOR LEGALITY AND FORM:

By: _____
NOEL WATERS, Carson City District Attorney

By: _____
MARV TEIXEIRA, Mayor

Attest:

By: _____
ALAN GLOVER, Clerk Recorder

EXHIBIT

A

EXHIBIT

B

WRITTEN: RDL
CHECKED:
CALCS:
TITLE:
MAP:
10k:

TECH V:
SUPERVISOR:

DOCUMENT: SL1PE.doc
Projects\395cc71366\
11/07/05 GDT

Ptn. of APN 010-041-55
Ptn. of SR-513 (Fifth Street)

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

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

Project: MG-395-1(006)
E.A. 71366
Parcel 1PE

PERMANENT EASEMENT FOR UTILITY PURPOSES

STATE OF NEVADA, acting by and through the STATE LAND REGISTRAR

...situate, lying and being in Carson City, State of Nevada, and more particularly described as being a portion of the NW 1/4 of the SW 1/4 of Section 15 and the N 1/2 of the SE 1/4 of Section 16, all in T. 15 N., R. 20 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at a point on the right or southerly right-of-way line
of SR-513 (Fifth Street), 40.00 feet right of and at right angles to
Highway Engineer's Station "OF1" 42+92.62 P.O.T.; said point of
Page 1 of 3

beginning further described as bearing S. $11^{\circ}41'00''$ W., a distance of 994.69 feet from the east quarter corner of said Section 16; said corner being a 2.5" BRASS DISC, STAMPED "NSP 16+15 1/4 RE 314", SET IN THE TOP OF A CONCRETE FILLED 6" STOVE PIPE, shown and delineated as a "BRASS CAP RE 314" on that certain PARCEL MAP for EVA LOMPA and THE FIRST INTERSTATE BANK of NEVADA, filed for record on June 29, 1983, in Book 4, Page 975 of the Official Records of Carson City, Nevada, File No. 19422, Parcel Map No. 975; thence S. $47^{\circ}31'50''$ E., along said right or southerly right-of-way line of SR-513, a distance of 225.09 feet; thence N. $42^{\circ}28'10''$ E. a distance of 80.00 feet to the left or northerly right-of-way line of said SR-513; thence from a tangent which bears S. $47^{\circ}31'50''$ E. curving to the left, along said left or northerly right-of-way line, with a radius of 660.00 feet, through an angle of $1^{\circ}44'10''$, an arc distance of 20.00 feet; thence along the following four (4) courses and distances:

- 1) S. $40^{\circ}44'00''$ W. – 110.00 feet;
- 2) from a tangent which bears N. $49^{\circ}16'00''$ W. curving to the right, with a radius of 770.00 feet, through an angle of $1^{\circ}44'10''$, an arc distance of 23.33 feet;
- 3) N. $47^{\circ}31'50''$ W. – 228.02 feet;

- 4) S. $89^{\circ}36'53''$ W. – 390.38 feet to the northwesterly boundary line of Parcel 1, described in that certain EASEMENT DEED, filed for record on September 20, 1983, as File No. 21449, in Book 349, Page 328, in the Office of the Carson City Recorder;

thence S. $71^{\circ}49'32''$ W., along said northwesterly boundary line, a distance of 172.50 feet; thence S. $84^{\circ}36'16''$ W., along said northwesterly boundary line, a distance of 731.55 feet to the former right or southerly right-of-way line of said SR-513; thence N. $7^{\circ}10'05''$ E., along said former right or southerly right-of-way line, a distance of 20.49 feet; thence along the following three (3) courses and distances:

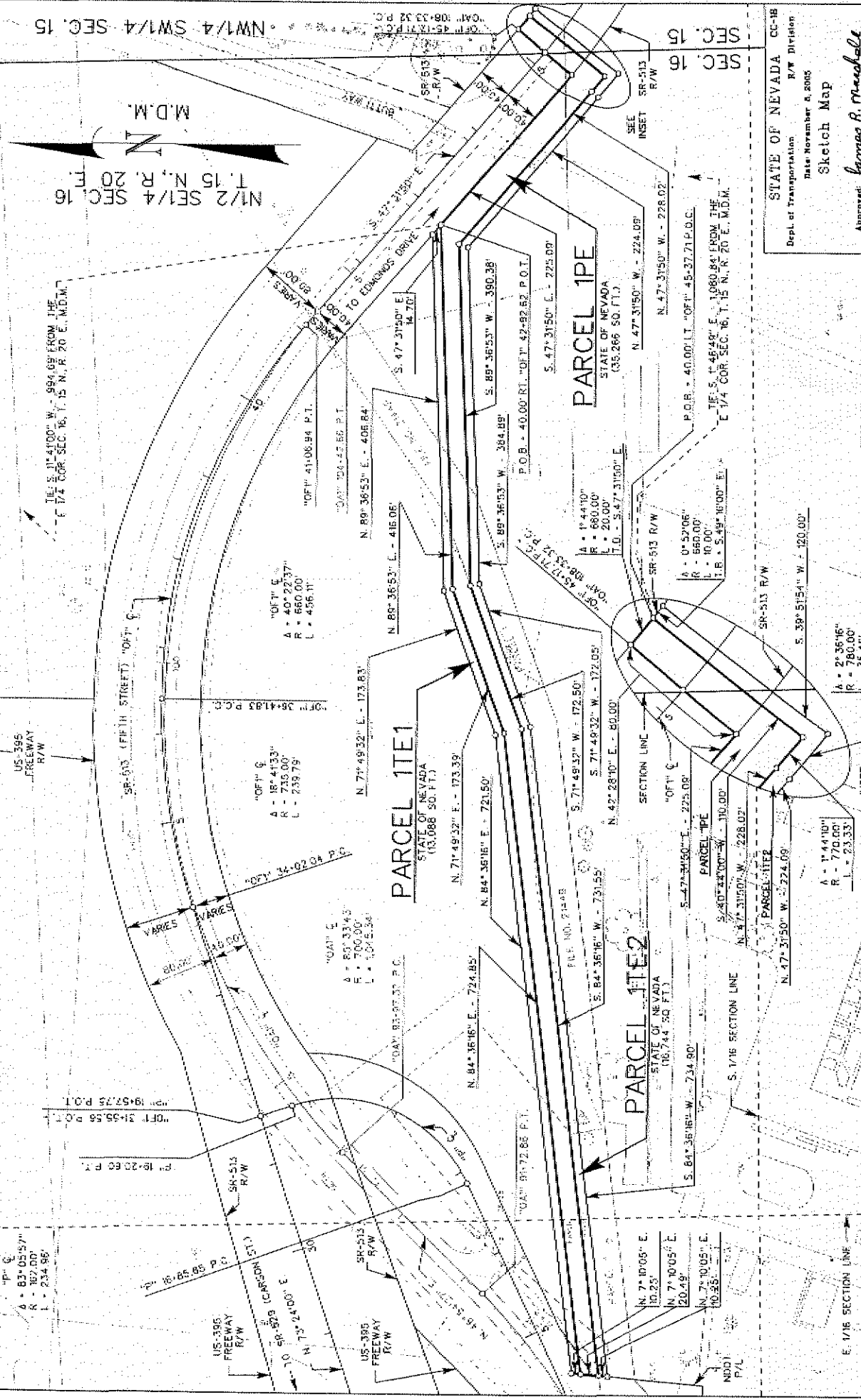
- 1) N. $84^{\circ}36'16''$ E. – 724.85 feet;
- 2) N. $71^{\circ}49'32''$ E. – 173.39 feet;
- 3) N. $89^{\circ}36'53''$ E. – 416.06 feet to the point of beginning;

said parcel contains an area of 35,266 square feet (0.81 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 27 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

CARSON CITY

PROJECT: MC-395-K0061
EA: 71366



M.D.M.
N1/2 SE1/4 SEC. 16
T.15 N. R. 20 E.

SEC. 15
SEC. 16

STATE OF NEVADA
CC-BH
R/W Division
Dept. of Transportation
Date November 2, 2005
Sketch Map
Approved: *Jacques R. Meadell*
Scale: 1" = 100'-0"

Date of last revision: 02/12/06
Sheet 1 of 1

TRACER:
RDL
CHECKED:
JHH

EXHIBIT

C

CONFIRMED COPY

(HAS NOT BEEN COMPARED TO ORIGINAL)

Parcel 1-4

EASEMENT DEED

1 THIS GRANT OF EASEMENT, made and entered into this 30th day of
2 August, 1983, by and between the STATE OF NEVADA, acting through
3 the Division of State Lands for and on behalf of the Department of Prisons, Party of
4 the First Part, hereinafter referred to as "GRANTOR", and CARSON CITY, a political
5 subdivision of the State of Nevada, Party of the Second Part, hereinafter referred to
6 as "GRANTEE".

WITNESSETH:

10 FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good
11 and valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby
12 grants to GRANTEE a permanent easement and right-of-way for underground utility
13 facilities, under, and through Parcels 1 through 5 herein described, together with the
14 perpetual right to enter upon said land to construct, reconstruct, maintain, and repair
15 said utility facilities and the further right to remove trees, bushes, undergrowth,
16 structures and other obstructions interfering with the location, construction and
17 maintenance of said utility facilities.

18 THE EASEMENT and right-of-way hereby granted are parcels of land situate in
19 Carson City, State of Nevada, and more particularly described as follows, to-wit:

21 Parcel 1
22 (Parcel 1 - Sheet 5)

23 A parcel of land located within a portion of the Southwest One-Quarter
24 (SW $\frac{1}{4}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 16, Township 15
25 North, Range 20 East, M.D.B.&M., described as follows:

26 Commencing at the POINT OF BEGINNING, which bears South 52° 47'
27 43" West, a distance of 2039.56 feet from the East One-Quarter (E $\frac{1}{4}$)
corner of Section 16, Township 15 North, Range 20 East. M.D.B.&M.

Parcel 2
(Parcel 1 - Sheet 6)

A parcel of land located within a portion of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 16, Township 15 North, Range 20 East, M.D.B.&M., described as follows:

Commencing at the POINT OF BEGINNING, which bears South 52° 47' 43" West, a distance of 2039.56 feet from the East One-Quarter (E $\frac{1}{4}$) corner of Section 16, Township 15 North, Range 20 East, M.D.B.&M.; Thence North 62° 07' 16" West, a distance of 21.34 feet; Thence North 48° 15' 50" East, a distance of 153.09 feet; Thence North 84° 36' 11" East, a distance of 754.95 feet; Thence South 11° 47' 11" East, a distance of 40.26 feet; Thence South 84° 36' 11" West, a distance of 746.31 feet; Thence South 48° 15' 50" West, a distance of 125.11 feet; Thence North 62° 07' 16" West, a distance of 21.34 feet to the POINT OF BEGINNING.

PARCEL 2

Parcel 3
(Parcel 1 - Sheet 7)

A parcel of land located within a portion of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 16, Township 15 North, Range 20 East, M.D.B.&M., described as follows:

Commencing at the POINT OF BEGINNING, which bears South 35° 51' 35" West, a distance of 1320.19 feet from the East One-Quarter (E $\frac{1}{4}$) corner of Section 16, Township 15 North, Range 20 East, M.D.B.&M.; Thence North 11° 47' 11" West, a distance of 20.13 feet; Thence North 71° 49' 27" East, a distance of 261.10 feet; Thence North 58° 01' 55" East, a distance of 225.44 feet to the Southerly Right-of-Way line of Fifth Street; Thence along the arc of a curve to the right on the right-of-way line of Fifth Street, having a delta angle of 01° 42' 21" and an arc length of 19.65 feet; Thence South 47° 32' 17" East, a distance of 21.96 feet; Thence South 58° 01' 55" West, a distance of 241.72 feet; Thence South 71° 49' 27" West, a distance of 270.46 feet; Thence North 11° 47' 11" West, a distance of 20.13 feet to the POINT OF BEGINNING.

-R=665

Parcel 4
(Parcel 1 - Sheet 8)

A parcel of land located within a portion of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 16, Township 15 North, Range 20 East, M.D.B.&M. described as follows:

Commencing at the POINT OF BEGINNING, which bears South 14° 50' 36" West, a distance of 832.50 feet from the East One-Quarter (E $\frac{1}{4}$) corner of Section 16, Township 15 North, Range 20 East, M.D.B.&M.

Parcel 5
(Parcel 1 - Sheet 9)

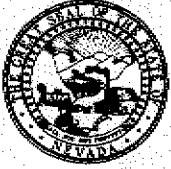
A parcel of land located within a portion of the Southeast One-Quarter (SE $\frac{1}{4}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of the Northwest One Quarter (NW $\frac{1}{4}$) of Section 15, Township 15 North, Range 20 East, M.D.B.&M., described as follows:

Commencing at the POINT OF BEGINNING, which bears North 00° 33' 58" East, a distance of 173.14 feet from the center of Section 15, Township 15 North, Range 20 East, M.D.B.&M.; Thence South 00° 33' 58" West, a distance of 20.01 feet; Thence South 89° 11' 52" West, a distance of 126.24 feet; Thence North 69° 26' 38" West, a distance of 95.20 feet to the Easterly Right-of-Way line of Edmonds Drive; Thence along said Right-of-Way line, North 25° 06' 28" East, a distance of 40.12 feet; Thence South 69° 26' 38" East, a distance of 84.48 feet; Thence North 89° 11' 52" East, a distance of 119.66 feet; Thence South 00° 33' 58" West, a distance of 20.01 feet to the POINT OF BEGINNING.

GRANTOR covenants and agrees for himself, his heirs, successors and assigns to release and does hereby release the GRANTEE, its successors and assigns of and from any and all claims of liability, obligations and responsibility for any loss, damage or destruction of any kind or character whatsoever to the property of GRANTOR by reason of or resulting from the flow or deposit of reclaimed water from GRANTEE'S proposed pipeline, upon, over, across or through the property describe herein.

GRANTOR further covenants and agrees for himself, his heirs, successors and assigns, not to erect, construct or place any permanent structure of any nature whatever upon the easement area described hereinabove.

The covenants and agreements herein contained shall inure to the benefit of the GRANTEE and shall be binding upon the executors, administrators, heirs, successors and assigns of the GRANTOR and shall be, and are, covenants running with the land binding upon said property of GRANTOR and for the benefit of GRANTEE.



PRIS-1, #2755, MMO
APN- 10-041-55

Recording Requested by and Return to:
Division of State Lands
901 S. Stewart St., Suite 5003
Carson City, NV 89701

GRANTEE:
Southwest Gas Corporation
400 Eagle Station Lane
Carson City, NV 89701

NON-EXCLUSIVE EASEMENT

TWO (2) TEMPORARY CONSTRUCTION EASEMENTS FOR GAS LINES PHASE 2 OF CARSON CITY FREEWAY

These non-exclusive construction easements, made and entered into this 8TH day of SEPTEMBER, 2006, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS on behalf of the Nevada Department of Corrections, hereinafter referred to as GRANTOR and SOUTHWEST GAS, hereinafter referred to as GRANTEE, and Carson City, consolidated municipality and State Capital, hereinafter referred to as CITY.

WHEREAS, GRANTEE, has made application to and wishes to obtain written permission from the DIVISION OF STATE LANDS to obtain two (2) temporary construction easements for the purpose of relocating the existing gas lines; and

WHEREAS, GRANTOR granted an Easement Deed to CITY on the 30th day of August 1983; and

WHEREAS, GRANTEE wishes to obtain two temporary easements which abut and cross said Easement Deed;

WITNESSETH:

FOR AND IN CONSIDERATION of the monies hereinafter described and other good and valuable consideration contained herein, GRANTOR does hereby grant to GRANTEE two (2) non-exclusive temporary construction easements for the purpose of relocating existing gas lines under and through the following described parcel, together with the right to enter upon said land 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 will upon, over, under, and across a portion of that certain property situate in Section 16, Township 15N, Range 20E, as shown on Carson City Assessor's parcel map **(EXHIBIT A)** attached hereto and by reference made a part hereof. The locations of the two (2) temporary construction easements are described in legal descriptions **(EXHIBITS B)** attached hereto and by reference made a part hereof. Project shall be executed in accordance with the **Right-of-Way Required Within State Lands Property, 5th Street at Prison Property** utility plans dated September 28, 2005 on file with the Division of State Lands and by reference made a part hereof.

IN FURTHER CONSIDERATION for the grant of this temporary easement, GRANTEE agrees to the following specific conditions:

1. **PURPOSE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s), understand and agree that these non-exclusive construction easements are for gas lines only.
2. **TERM OF TEMPORARY EASEMENTS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree the temporary construction easements shall expire upon completion of construction or December 31, 2006, whichever comes first unless extended by mutual agreement by GRANTOR and CITY.
3. **JURISDICTION OF STATE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agrees that these temporary construction easements for gas lines extend only to those certain real properties described in the legal descriptions on file with the Division of State Lands (**EXHIBIT B**) attached hereto and by reference made part thereof, and shall not be construed to authorize access across other private lands, and GRANTEE understands that if it wishes to utilize other portions of said property not granted to it through this easement, a new permit or easement to do so shall be required.
2. **CARSON CITY'S EXISTING EASEMENT:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree that the CITY

was granted an easement deed by the State of Nevada (**EXHIBIT C**) on August 30, 1983. The easement areas requested by GRANTEE abut and cross the existing 40' (FORTY FOOT) wide easement and right-of-way held by CITY. CITY, GRANTOR, and GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree that these non-exclusive easements are subject to the following conditions:

- a. GRANTEE will submit construction plans and construction schedules to the Carson City Engineer and obtain written approval from the City Engineer prior to any construction activity within said CITY easement and right-of-way.
- b. GRANTEE shall coordinate its construction activities so as not to delay CITY'S construction or maintenance of any current or future city utilities within said CITY easement and right-of-way.
- c. GRANTEE shall relocate its facilities at no expense to the CITY or GRANTOR within ONE HUNDRED EIGHTY (180) days of written notice to proceed from CITY, including receipt of authorization from the Nevada Division of State Lands for GRANTEE to perform the requested work. If, through no fault of GRANTEE, receipt of authorization from the Nevada Division of State Lands is delayed more than 120 days from the date of the 180-day notice from CITY, then CITY shall provide a sufficient

extension of time for GRANTEE to secure the required authorization and perform the relocation.

- d. Should GRANTEE delay or interfere with CITY'S use of said easement and right-of-way during CITY'S Freeway Utility Relocation project, GRANTEE agrees to reimburse CITY for costs incurred for delays or interference.
- e. CITY and GRANTEE, its successors and assigns agree to instruct their respective contractors to conduct their operations as to offer the least possible obstruction and inconvenience to the general public, including the residents, businesses and any other contractors working in the vicinity of the easement projects and shall have under construction no greater length or amount of work than each can prosecute properly with due regard to the rights of the public.
- f. CITY and GRANTEE, its successors and assigns agree to instruct their respective contractors to attend weekly progress meetings for the Carson City Freeway Utilities Relocation project for the duration of their respective utility relocation projects should said meetings continue after the project commences.
- g. CITY and GRANTEE, its successors and assigns agree to instruct their respective contractors to coordinate their project schedules.

4. **CONSIDERATION:** In consideration of these non-exclusive easements for the above described gas lines within the state land, GRANTEE its successors and assigns, hereby agree to pay a one time fee of FIVE HUNDRED FIFTY FIVE DOLLARS AND NO CENTS (\$555.00) to be paid to the GRANTOR for two (2) temporary construction easements over state land [NRS 322.050 through 322.070]. Fees for the temporary easement shall be due within 30 days of issuance of the easement. The fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST., STE. 5003
CARSON CITY, NV 89701**

5. **PERMITS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that these easements are subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.
6. **INDEMNIFICATION:** GRANTEES its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors, to the fullest extent of NRS chapter 41 liability limitations, agree 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 gas lines. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification. GRANTEE shall not be liable to indemnify or hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel of its choice.

7. **INSPECTION AND MONITORING:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to allow GRANTOR the opportunity to inspect the temporary construction easements at any time during construction or after installation. GRANTEE agrees to notify GRANTOR upon the commencement and termination of construction and installation activities to allow interested agencies the opportunity to inspect the gas lines' construction site.

GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to contact NDOT Environmental Division, Cultural Resources Section and the Federal Highway Administration at least FIVE (5) days prior to construction to allow cultural resource monitoring during construction.

GRANTEE, its successors and assigns, will be responsible to provide the Warden of the Nevada State Prison THIRTY (30) DAYS NOTICE when maintenance and/or construction activities are to occur. Said notices and

updates shall be provided to the following parties, their successors and assigns:

Warden
Nevada State Prison
3301 East Fifth Street
P.O. Box 607
Carson City , NV 89701
Phone: (775) 887-3471

Warden
Warm Springs Correctional Center
3301 East Fifth Street
P.O. Box 607
Carson City , NV 89702
Phone: (775) 684-3000

8. **MAINTENANCE:** GRANTEE its successors and assigns, will be responsible for all maintenance of the gas lines and understand and agree that the said gas lines must be maintained in good repair at all times.
9. **FURTHER AUTHORIZATIONS:** Upon termination of authorization for the temporary easements, additional authorization from the Division of State Lands is required prior to commencement of any future work or activities within the temporary construction easements.
10. **DAMAGE TO STATE LAND:** GRANTEE, its successors and assigns, its agent(s), and/or contractor(s) understand and agree 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 the construction, location, and installation of the gas lines, and further agrees to return the land to its reasonably same pre-project condition upon installation and completion of the gas lines.
11. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree to conduct the project

within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

12. **PREHISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work on the projects and related activities, work will be temporarily halted and the State Historic Preservation Office and NDOT Environmental Division, Cultural Resource Section are notified.

13. **PLANS AND PHOTOGRAPHS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree that the projects 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 of any material alterations to the approved plans prior to commencement of such alterations. The Division of State Lands reserves the right to prohibit any and all alterations.

GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree to provide the GRANTOR with a set of before and after construction photographs of the easement areas to be taken from established points. GRANTEE agrees to provide a set of record drawings which reflect the project as it was built within six months of completion of construction and installation of the gas lines through state lands.

14. **ACCESS TO ENTRANCE AND PARKING LOT:** GRANTEE, its successors and assign, its agent(s) and/or contractor(s) understand and agree not to

inhibit access to the prison entrance at all times and to leave no less than 60% (sixty percent) of the parking lot available for prison use at all times.

All covenants and agreements herein contained shall extend to and be obligatory 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.

This easement does not become effective until payment is provided to the Division of State Lands and a fully executed and recorded copy is returned to the Division of State Lands.

IN WITNESS WHEREOF, the parties hereto have subscribed these non-exclusive easements on the day and year first above written.

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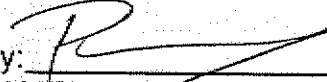
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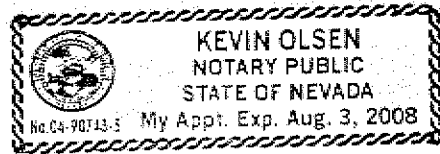
GRANTOR:
STATE OF NEVADA
Division of State Lands

By: 
PAMELA B. WILCOX
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
CITY OF CARSON CITY)
ss.

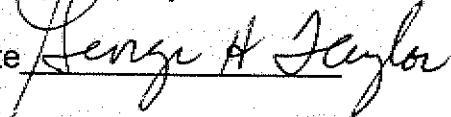
On, SEPTEMBER 8, 2006, personally appeared before me, a notary public, PAMELA B. WILCOX, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that she executed the above instrument.


NOTARY PUBLIC





APPROVED as to Form:
GEORGE J. CHANOS
Attorney General

By: 9/20/06
GEORGE TAYLOR
Deputy Attorney General

Date: 

MANAGING AGENCY
Department of Corrections

By: 
WILLIAM DONAT, Warden
Nevada State Prison

By: 
STEFANIE HUMPHREY, Warden
Warm Springs Correctional Center

DIRECTOR
Department of Corrections

By: [Signature]
GLEN WHORTON, Director
Date: _____

GRANTEE:

SOUTHWEST GAS CORPORATION

By: [Signature]
Title: V.P.

STATE OF NEVADA)
CITY OF CARSON CITY)
ss.

On, _____ 2006, personally appeared before me, a notary public,
_____, who acknowledged that he/she executed
the above instrument.

NOTARY PUBLIC

CITY
CARSON CITY, A CONSOLIDATED MUNICIPALITY
REVIEWED AND RECOMMENDED BY:

By: _____
LAWRENCE WERNER, P.E., P.L.S.
CITY Engineer

APPROVED FOR LEGALITY AND FORM:

By: _____
NOEL WATERS, Carson City District Attorney

By: _____
MARV TEIXEIRA, Mayor

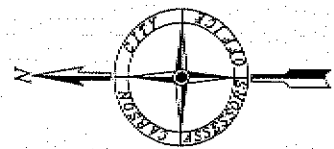
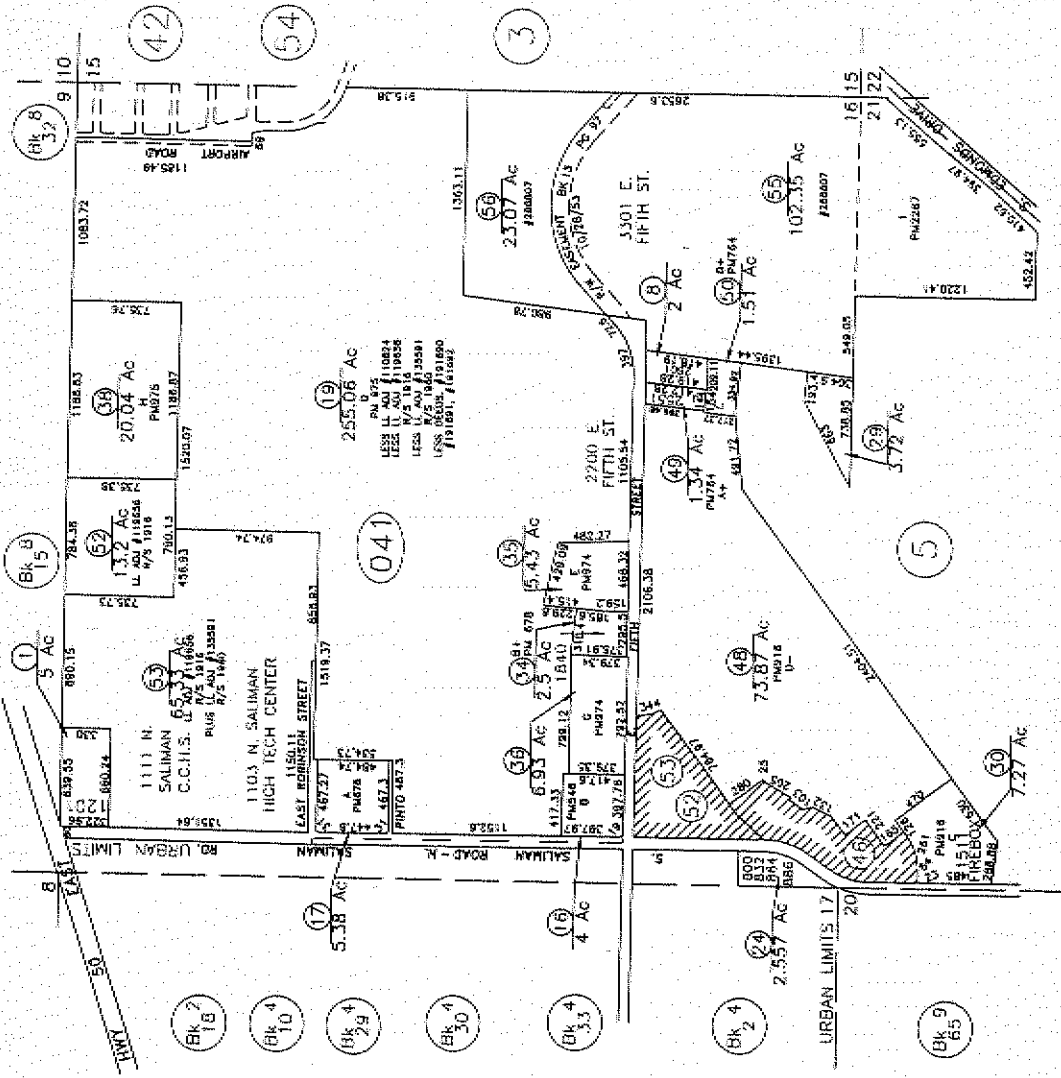
Attest:

By: _____
ALAN GLOVER, Clerk Recorder

EXHIBIT

A

SECTION 16 AND
 PORTION NW 1/4 SECTION 21, T.15 N., R.20 E., M.D.B. & M.



Scale: 1"=800'
 Revised 10.21.2004

NOTE
 SOME PARCELS DELINEATED HEREON MAY NOT
 BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION
 DUE TO DISCREPANCIES BETWEEN LOT LINES.

CARSON CITY, NEVADA
 THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY
 ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES
 ONLY. IT DOES NOT REPRESENT A SURVEY, NO LIABILITY
 IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF
 THE DATA DELINEATED HEREON.

Corrected street names

EXHIBIT
B

WRITTEN: RDL
CHECKED:
CALCS:
TITLE:
MAP:
10k:

TECH V:
SUPERVISOR:

DOCUMENT: SLTE.doc
Projects\395cc71366\
11/07/05 WDW

Ptn's of APN 010-041-55

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

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

Project: MG-395-1(006)
E.A. 71366
Parcels 1TE1 and 1TE2

TEMPORARY CONSTRUCTION EASEMENT

STATE OF NEVADA, acting by and through the STATE LAND REGISTRAR

...situate, lying and being in Carson City, State of Nevada, and more particularly described as being portions of the N 1/2 of the SE 1/4 of Section 16, T. 15 N., R. 20 E., M.D.M., and the individual parcels being more fully described by metes and bounds as follows, to wit:

Parcel 1TE1

BEGINNING at a point on the right or southerly right-of-way line
of SR-513 (Fifth Street), 40.00 feet right of and at right angles to

Highway Engineer's Station "OF1" 42+92.62 P.O.T.; said point of beginning further described as bearing S. 11°41'00" W., a distance of 994.69 feet from the east quarter corner of said Section 16; said corner being a 2.5" BRASS DISC, STAMPED "NSP 16+15 1/4 RE 314", SET IN THE TOP OF A CONCRETE FILLED 6" STOVE PIPE, shown and delineated as a "BRASS CAP RE 314" on that certain PARCEL MAP for EVA LOMPA and THE FIRST INTERSTATE BANK of NEVADA, filed for record on June 29, 1983, in Book 4, Page 975 of the Official Records of Carson City, Nevada, File No. 19422, Parcel Map No. 975; thence along the following three (3) courses and distances:

- 1) S. 89°36'53" W. – 416.06 feet;
- 2) S. 71°49'32" W. – 173.39 feet;
- 3) S. 84°36'16" W. – 724.85 feet to the former right or southerly right-of-way line of said SR-513;

thence N. 7°10'05" E., along said former right or southerly right-of-way line, a distance of 10.25 feet; thence along the following three (3) courses and distances:

- 1) N. 84°36'16" E. – 721.50 feet;
- 2) N. 71°49'32" E. – 173.83 feet;

- 3) N. 89°36'53" E. – 406.84 feet to said right or southerly right-of-way line of SR-513;

thence S. 47°31'50" E., along said right or southerly right-of-way line, a distance of 14.70 feet to the point of beginning; said parcel contains an area of 13,088 square feet (0.30 of an acre).

Parcel 1TE2

BEGINNING at a point on the right or southerly right-of-way line of SR-513 (Fifth Street), 40.00 feet right of and measured radially from Highway Engineer's Station "OF1" 45+37.71 P.O.C.; said point of beginning further described as bearing S. 0°56'07" W., a distance of 1,141.09 feet from the east quarter corner of said Section 16; said corner being a 2.5" BRASS DISC, STAMPED "NSP 16+15 1/4 RE 314", SET IN THE TOP OF A CONCRETE FILLED 6" STOVE PIPE, shown and delineated as a "BRASS CAP RE 314" on that certain PARCEL MAP for EVA LOMPA and THE FIRST INTERSTATE BANK of NEVADA, filed for record on June 29, 1983, in Book 4, Page 975 of the Official Records of Carson City, Nevada, File No. 19422, Parcel Map No. 975; thence from a tangent which bears S. 49°16'00" E., curving to the left, along said right or southerly right-of-way line, with a radius of 740.00 feet, through an angle of 0°46'27", an arc distance of 10.00 feet; thence along the following six (6) courses and distances:

- 1) S. 39°57'33" W. – 40.00 feet;

- 2) from a tangent which bears N. 50°02'27" W. curving to the right with a radius of 780.00 feet, through an angle of 2°30'37", an arc distance of 34.17 feet;
- 3) N. 47°31'50" W. – 224.09 feet;
- 4) S. 89°36'53" W. – 384.89 feet;
- 5) S. 71°49'32" W. – 172.05 feet;
- 6) S. 84°36'16" W. – 734.90 feet to the former right or southerly right-of-way line of said SR-513;

thence N. 7°10'05" E., along said former right or southerly right-of-way line, a distance of 10.25 feet to the northwesterly boundary line of Parcel 1, described in that certain EASEMENT DEED, filed for record on September 20, 1983, as File No. 21449, in Book 349, Page 328, in the Office of the Carson City Recorder; thence N. 84°36'16" E., along said northwesterly boundary line, a distance of 731.55 feet; thence N. 71°49'32" E., along said northwesterly boundary line, a distance of 172.50 feet; thence along the following four (4) courses and distances:

- 1) N. 89°36'53" E. – 390.38 feet;
- 2) S. 47°31'50" E. – 228.02 feet;

- 3) from a tangent which bears the last described course,
curving to the left with a radius of 770.00 feet, through an
angle of $1^{\circ}44'10''$, an arc distance of 23.33 feet;
- 4) N. $40^{\circ}44'00''$ E. – 30.00 feet to the point of beginning;
said parcel contains an area of 15,846 square feet (0.36 of an acre).

The Basis of Bearing for these descriptions is the NEVADA STATE PLANE
COORDINATE SYSTEM, NAD 27 DATUM, West Zone as determined by the State of Nevada,
Department of Transportation.

EXHIBIT
C

UNCONFIRMED COPY

(HAS NOT BEEN COMPARED TO ORIGINAL)

Parcel 1-4

EASEMENT DEED

1 THIS GRANT OF EASEMENT, made and entered into this 30th day of
2 August, 1983, by and between the STATE OF NEVADA, acting through
3 the Division of State Lands for and on behalf of the Department of Prisons, Party of
4 the First Part, hereinafter referred to as "GRANTOR", and CARSON CITY, a political
5 subdivision of the State of Nevada, Party of the Second Part, hereinafter referred to
6 as "GRANTEE".

WITNESSETH:

7
8
9
10 FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good
11 and valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby
12 grants to GRANTEE a permanent easement and right-of-way for underground utility
13 facilities, under, and through Parcels 1 through 5 herein described, together with the
14 perpetual right to enter upon said land to construct, reconstruct, maintain, and repair
15 said utility facilities and the further right to remove trees, bushes, undergrowth,
16 structures and other obstructions interfering with the location, construction and
17 maintenance of said utility facilities.

18 THE EASEMENT and right-of-way hereby granted are parcels of land situate in
19 Carson City, State of Nevada, and more particularly described as follows, to-wit:

20
21 Parcel 1
22 (Parcel 1 - Sheet 5)

23 A parcel of land located within a portion of the Southwest One-Quarter
24 (SW $\frac{1}{4}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 16, Township 15
25 North, Range 20 East, M.D.B.&M., described as follows:

26 Commencing at the POINT OF BEGINNING, which bears South 52° 47'
27 43" West, a distance of 2039.56 feet from the East One-Quarter (E $\frac{1}{4}$)
corner of Section 16, Township 15 North, Range 20 East, M.D.B.&M.

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Parcel 2
(Parcel 1 - Sheet 6)

A parcel of land located within a portion of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 16, Township 15 North, Range 20 East, M.D.B.&M., described as follows:

Commencing at the POINT OF BEGINNING, which bears South 52° 47' 43" West, a distance of 2039.56 feet from the East One-Quarter (E $\frac{1}{4}$) corner of Section 16, Township 15 North, Range 20 East, M.D.B.&M.; Thence North 62° 07' 16" West, a distance of 21.34 feet; Thence North 48° 15' 50" East, a distance of 153.09 feet; Thence North 84° 36' 11" East, a distance of 754.95 feet; Thence South 11° 47' 11" East, a distance of 40.26 feet; Thence South 84° 36' 11" West, a distance of 746.31 feet; Thence South 48° 15' 50" West, a distance of 125.11 feet; Thence North 62° 07' 16" West, a distance of 21.34 feet to the POINT OF BEGINNING.

PARCEL 2

Parcel 3
(Parcel 1 - Sheet 7)

A parcel of land located within a portion of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 16, Township 15 North, Range 20 East, M.D.B.&M., described as follows:

Commencing at the POINT OF BEGINNING, which bears South 35° 51' 35" West, a distance of 1320.19 feet from the East One-Quarter (E $\frac{1}{4}$) corner of Section 16, Township 15 North, Range 20 East, M.D.B.&M.; Thence North 11° 47' 11" West, a distance of 20.13 feet; Thence North 71° 49' 27" East, a distance of 261.10 feet; Thence North 58° 01' 55" East, a distance of 225.44 feet to the Southerly Right-of-Way line of Fifth Street; Thence along the arc of a curve to the right on the right-of-way line of Fifth Street, having a delta angle of 01° 42' 21" and an arc length of 19.65 feet; Thence South 47° 32' 17" East, a distance of 21.96 feet; Thence South 58° 01' 55" West, a distance of 241.72 feet; Thence South 71° 49' 27" West, a distance of 270.46 feet; Thence North 11° 47' 11" West, a distance of 20.13 feet to the POINT OF BEGINNING.

-R-665

Parcel 4
(Parcel 1 - Sheet 8)

A parcel of land located within a portion of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 16, Township 15 North, Range 20 East, M.D.B.&M. described as follows:

Commencing at the POINT OF BEGINNING, which bears South 14° 50' 36" West, a distance of 832.50 feet from the East One-Quarter (E $\frac{1}{4}$) corner of Section 16, Township 15 North, Range 20 East, M.D.B.&M. Thence

Parcel 5
(Parcel 1 - Sheet 9)

A parcel of land located within a portion of the Southeast One-Quarter (SE $\frac{1}{4}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of the Northwest One Quarter (NW $\frac{1}{4}$) of Section 15, Township 15 North, Range 20 East, M.D.B.&M., described as follows:

Commencing at the POINT OF BEGINNING, which bears North 00° 33' 58" East, a distance of 173.14 feet from the center of Section 15, Township 15 North, Range 20 East, M.D.B.&M.; Thence South 00° 33' 58" West, a distance of 20.01 feet; Thence South 89° 11' 52" West, a distance of 126.24 feet; Thence North 69° 26' 38" West, a distance of 95.20 feet to the Easterly Right-of-Way line of Edmonds Drive; Thence along said Right-of-Way line, North 25° 06' 28" East, a distance of 40.12 feet; Thence South 69° 26' 38" East, a distance of 84.48 feet; Thence North 89° 11' 52" East, a distance of 119.66 feet; Thence South 00° 33' 58" West, a distance of 20.01 feet to the POINT OF BEGINNING.

GRANTOR covenants and agrees for himself, his heirs, successors and assigns to release and does hereby release the GRANTEE, its successors and assigns of and from any and all claims of liability, obligations and responsibility for any loss, damage or destruction of any kind or character whatsoever to the property of GRANTOR by reason of or resulting from the flow or deposit of reclaimed water from GRANTEE'S proposed pipeline, upon, over, across or through the property describe herein.

GRANTOR further covenants and agrees for himself, his heirs, successors and assigns, not to erect, contract or place any permanent structure of any nature whatever upon the easement area described hereinabove.

The covenants and agreements herein contained shall inure to the benefit of the GRANTEE and shall be binding upon the executors, administrators, heirs, successors and assigns of the GRANTOR and shall be, and are, covenants running with the land binding upon said property of GRANTOR and for the benefit of GRANTEE.

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