



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 20, 2022

Staff Contact: Gregg Berggren, Trails Coordinator

Agenda Title: For Possible Action: Discussion and possible action regarding a Mutual Grant of Non-Exclusive Easements (“Easements”) between Christian Mannsfeld and Carson City through which Mr. Mannsfeld will grant the City a non-exclusive easement on APN 007-061-02 for a recreational trail, and the City will grant Mr. Mannsfeld a non-exclusive access easement across an existing dirt road on APNs 007-061-25, 007-061-81, 007-071-01 and 007-071-05. (Robert Nellis, RNellis@carson.org; Gregg Berggren, GBerggren@carson.org).

Staff Summary: Carson City has negotiated mutual Easements with Mr. Mannsfeld in order to secure a portion of the trail needed to connect Carson City with the Lake Tahoe Basin. Exhibits A and B to the Easements show where each easement will lie. Exhibit A shows a proposed trail alignment across the Northwest corner of Mr. Mannsfeld's property, APN 007-061-02; the Easements would allow the City to develop and maintain a recreational non-motorized native-surface trail there. Exhibit B shows the existing dirt road on City property (APNs 007-061-25, 007-061-81, 007-071-01 and 007-071-05); the Easements would allow Mr. Mannsfeld to use that dirt road.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve, and authorize the Mayor to sign, the Mutual Grant of Non-Exclusive Easements as presented.

Board's Strategic Goal

Quality of Life

Previous Action

March 15, 2018 – The Board of Supervisors approved an amendment to the Unified Pathways Master Plan to add a non-motorized single-track trail system. One of the proposed trails identified in the amendment was a single-track trail to connect Carson City with the Lake Tahoe Basin.

Background/Issues & Analysis

Planning for a non-motorized, native-surface trail to connect Carson City with the Lake Tahoe Basin, commonly referred to as the "Capital to Tahoe Trail", began in 2015. This proposed trail was included in the March 15, 2018 revision of the Unified Pathways Master Plan. Volunteers from Muscle Powered, a local non-profit trail advocacy organization, along with the Carson City Department of Parks, Recreation & Open Space (“Parks”) staff, conducted extensive on-site surveys and determined that the optimum alignment would cross a portion of the Mannsfeld parcel. On January 17, 2019, Parks executed a Right-of-Entry to survey the trail alignment across the Mannsfeld Parcel, and Parks worked personally with Mr. Mannsfeld to identify an alignment that was satisfactory to both parties.

Simultaneously, Mr. Mannsfeld sought an easement across an existing dirt road to access his remote property. The road crosses properties owned by both the City and the U.S. Forest Service. On August 10, 2021, the U.S. Forest Service executed a Private Road Special Use Permit to Mr. Mannsfeld to permit ingress and egress across their portion of the road. The Easements would allow Mr. Mannsfeld to access the portions of that dirt road traversing the City Parcels.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Charter § 1.040; NRS 244.270.

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

Do not approve the easement grants and/or provide alternative direction.

Attachments:

[Mutual Easement \(Trail Road\)-Mannsfeld.pdf](#)

[EXHIBIT-A-North Kings Canyon Road.pdf](#)

[EXHIBIT-B-Mannsfeld_Trail.pdf](#)

[CAR738_Final_Permit.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

APNs: 007-061-02
007-061-25
007-061-81
007-071-05
007-071-01

AFTER RECORDING RETURN TO:
CARSON CITY PUBLIC WORKS
Attn: Real Property Manager
3505 Butti Way
Carson City, NV 89701

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (N.R.S. 239B.030)

MUTUAL GRANT OF NON-EXCLUSIVE ACCESS EASEMENTS
Trail Easement from Landowner to City & Road Easement from City to Landowner

THESE EASEMENTS are made and entered into this _____ day of _____, 2022, by and between CHRISTIAN PERCY MANNSFELD (“Landowner”), and CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada (“City”), hereinafter individually referred to as “Party” or collectively as “Parties.”

WITNESSETH:

WHEREAS, Landowner owns Assessor Parcel Number 007-061-02 (“Landowner Parcel”); and

WHEREAS, City owns Assessor Parcel Numbers 007-061-25, 007-061-81, 007-071-05 & 007-071-01 (“City Parcels”); and

WHEREAS, Landowner has applied for a building permit from City to construct a single-family home on Landowner Parcel; and

WHEREAS, Landowner has also applied for a special use permit from the United States Forest Service for the use of an existing dirt access road, portions of which are situated upon federal land; and

WHEREAS, Landowner desires to obtain and formalize a Non-Exclusive Access Easement from City for the portions of that same existing dirt access road situated upon the City Parcels for the purpose of constructing, accessing, and occupying a personal residence on the Landowner Parcel (“Road Easement”); and

WHEREAS, City desires to obtain and formalize a Non-Exclusive Trail Easement on the Landowner Parcel ("Trail Easement") in exchange for granting the Road Easement; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration:

- (1) Landowner does hereby grant to City a Non-Exclusive Access Easement referred to as the Trail Easement, for the purposes of accessing, surveying, constructing, maintaining, and repairing as may be necessary to perfect access, a trail to be constructed, hereinafter referred to as the "Trail", over, across and/or through the Landowner Parcel along the approximate locations shown in the attached Exhibit B, together with the right of ingress and egress to and from said Trail Easement and the right to enter upon the Landowner Parcel to survey, construct, maintain, and repair the Trail and to remove bushes, undergrowth or other obstructions interfering with the access and maintenance, in whole or in part, at will; and
- (2) City does hereby grant to Landowner a Non-Exclusive Access Easement referred to as the Road Easement for the purposes of accessing, maintaining, and repairing as may be necessary to perfect access, an existing dirt road, hereinafter referred to as the "Road", over, across and/or through the City Parcels and shown in the attached Exhibit A, together with the right of ingress and egress to and from said Road Easement and the right to enter upon the City Parcels to maintain and repair the Road and to remove bushes, undergrowth or other obstructions interfering with the access and maintenance, in whole or in part, at will.

IN FURTHER CONSIDERATION for the granting of the Trail Easement and Road Easement (collectively, "Easements"), the Parties, their successors and assigns and/or their agents(s) and contractor(s), understand and agree to the following specific conditions:

1. PURPOSE:

- i. The Trail Easement is granted subject to the condition of City granting the Road Easement to Landowner, on a form acceptable to City.
- ii. Similarly, the Road Easement is granted subject to the condition of Landowner granting the Trail Easement to City, on a form acceptable to City.
- iii. The Trail Easement upon the Landowner Parcel is non-exclusive to the City and is expressly intended for public use.
- iv. The Road Easement is non-exclusive to the Landowner.
- v. The Parties may use the Easements' areas for any reasonable purpose that does not interfere with the grantee's rights, access, or use of the Easements; that does not impede any permitted, reasonable public access to the Easements; and that does not pose a risk to public safety or the safe operation of the Trail and Road that are the subject of the Easements.
- vi. In no event shall any structures, fences or other improvements be placed on

or in the Trail Easement area other than those existing on the recording date of this Trail Easement without consulting with City and obtaining City's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided herein or as may be mutually agreed upon in writing by the Parties, in no event may any permanent buildings, reservoirs, fences, or trees be placed on or in the Easements areas. No permanent structures or improvements shall be permitted that (1) interfere with City's rights, access, or use of the Trail Easement; (2) impede the public's reasonable access to the Trail Easement; or (3) pose a risk to public safety or the safe operation of the Trail that is the subject of the Trail Easement.

2. PERMITS: The Easements are subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. In regard to the Road Easement, Landowner agrees to obtain and adhere to the conditions of the necessary permits. In regard to the Trail Easement, City agrees to obtain and adhere to the conditions of the necessary permits.

3. INDEMNIFICATION: To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party (including its successors and assigns, and/or agent(s) or contractor(s)) shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party (including the other Party's successors and assigns, and/or agent(s) or contractor(s)) from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party that are in any way connected with the conditions or use of the Trail, Trail Easement, Road, Road Easement, and/or any combination thereof. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this Section. Further, no Party shall be liable to the other Party for any damage to improvements placed upon the Easements when such damage is due to any necessary operation performed with reasonable care.

4. INSURANCE, CONTRACTORS AND SUB-CONTRACTORS: Landowner agrees to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issues by an insurance company authorized to do business in the State of Nevada and which is currently rated by A.M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the life of the Road Easement. Such insurance policy shall be at minimum, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for general liability and shall via an endorsement, name the City of Carson City, its officers, employees and agents as additional insured for all liability arising from Landowner's use of the City Parcels. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insureds. Landowner agrees to provide and to require their contractors and sub-contractors to provide to the City 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 the City as additional insured. The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon City property and be sent to:

CARSON CITY RISK MANAGER
201 North Carson Street #3
Carson City, NV 89701

FAX: (775) 887-2107

5. LIMITED LIABILITY: City, 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. The Parties agree that, in the event an action arising from the Trail Easement, Road Easement, or both is brought, and a Party is awarded attorneys' fees by the court for any reason, the rate applied to recoverable attorneys' fees shall not exceed the rate of \$125 per hour.

6. WARRANTIES: Landowner makes no warranty as to the condition of or the adequacy of the Landowner Parcel for City's proposed uses through the Trail Easement. City makes no warranty as to the condition of or the adequacy of the City Parcels for Landowner's proposed uses through the Road Easement

8. NOTICES: All written notices or demand of any kind which either Party hereto may be required or may desire to serve on the other in connection with this Easement must be delivered by personal service, by registered or certified mail, recognized overnight courier service, facsimile transmission or confirmed electronic mail, addressed to the respective Parties at the physical addresses, facsimile numbers or electronic mail addresses set forth below:

LANDOWNER: CHRISTIAN MANNSFELD
9800 HUDSON COURT
LOOMIS, CA 95650

CITY: REAL PROPERTY MANAGER
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701
FAX: (775) 887-2112

Service of any such notice or demand so made by personal delivery, registered or certified mail, recognized overnight courier or facsimile transmission shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or, as to facsimile transmissions, by transmission confirmation, as applicable, or at the expiration of the third (3rd) business day after the dispatch, whichever is earlier in time. Either Party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or facsimile number to which all such notices or demands are thereafter to be addressed.

9. FURTHER AUTHORIZATIONS: Further authorization from the Landowner is required prior to commencement of any future work or activities on the Landowner Parcel at locations outside of Trail Easement. Further authorization from the City is required prior to commencement of any future work or activities on the City Parcels at locations outside of the Road Easement. Neither Party shall unreasonably withhold, condition, or delay any further authorization sought by the other Party.

10. TERM AND DISCONTINUATION: The Trail Easement shall continue so long as City does not affirmatively abandon the Trail or discontinue its use or public access for a period of THREE (3) years, in which case this Trail Easement shall thereupon terminate and all right, title and interest therein shall revert to Landowner, its successors and assigns. The Road Easement shall continue so long as Landowner does not affirmatively abandon the Road or discontinue its use for a period of

THREE (3) years, in which case this Road Easement shall thereupon terminate and all right, title and interest therein shall revert to City, its successors and assigns. If the Trail Easement is terminated under this section for lack of use, the Road Easement shall survive and remain subject to the terms provided in this instrument. Similarly, if the Road Easement is terminated under this section for lack of use, the Trail Easement shall survive and remain subject to the terms provided in this instrument.

11. COMPLIANCE TO CONDITIONS: City's failure to concur with or comply with any of the conditions contained herein will cause the Trail Easement to become invalid, in which case all right, title and interest in the Trail Easement shall revert to Landowner. City agrees to obtain additional authorization from Landowner prior to having City's contractors enter and begin any work on the Landowner Parcel. Similarly, Landowner's failure to concur with or comply with any of the conditions contained herein will cause the Road Easement to become invalid, in which case all right, title and interest in the Road Easement shall revert to City. Landowner agrees to obtain additional authorization from City prior to having Landowner's contractors enter and begin any work on the City Parcels.

12. WAIVER: The failure of either Party to insist upon strict performance of any of the covenants and agreements to this Trail 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.

13. SURVIVAL: The Easements, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the Parties' heirs, assigns and successors, and the rights and obligations of the Parties are, and shall continue to be, joint and several.

14. ENTIRE AGREEMENT: The Easements 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 part hereof. No provisions of the Easements may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both Parties. When executed by the Parties, this Easements shall be binding upon both Landowner and City, their successors and assigns.

15. AMENDMENT OR MODIFICATION: The Easements 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.

16. SEVERABILITY: If any term or provision of the Easements, 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 the Easements or the application of such term or provision to persons or circumstances other than those as to which is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of the Easements shall be valid and shall be enforced to the fullest extent permitted by law.

17. GOVERNING LAW: The Easements shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

18. VENUE: Any lawsuit brought to resolve a dispute arising from the Easements must be brought in Carson City, Nevada.

19. RECORDING: The Easements will be recorded in the official records of Carson City, Nevada. City shall be responsible for all recording fees.

IN WITNESS WHEREOF, the Parties hereto have executed this Mutual Grant of Non-Exclusive Easements as of the day and year first above written.

LANDOWNER:

APPROVED:

By _____
CHRISTIAN MANNSFELD

STATE OF _____)
:ss.
COUNTY OF _____)

On _____, 2022, personally appeared before me, a notary public CHRISTIAN MANNSFELD, who acknowledged that he executed the above document.

NOTARY PUBLIC

CITY:

APPROVED:

APPROVED FOR LEGALITY AND FORM:

By _____
LORI BAGWELL, MAYOR

By _____
DEPUTY DISTRICT ATTORNEY

Date: _____

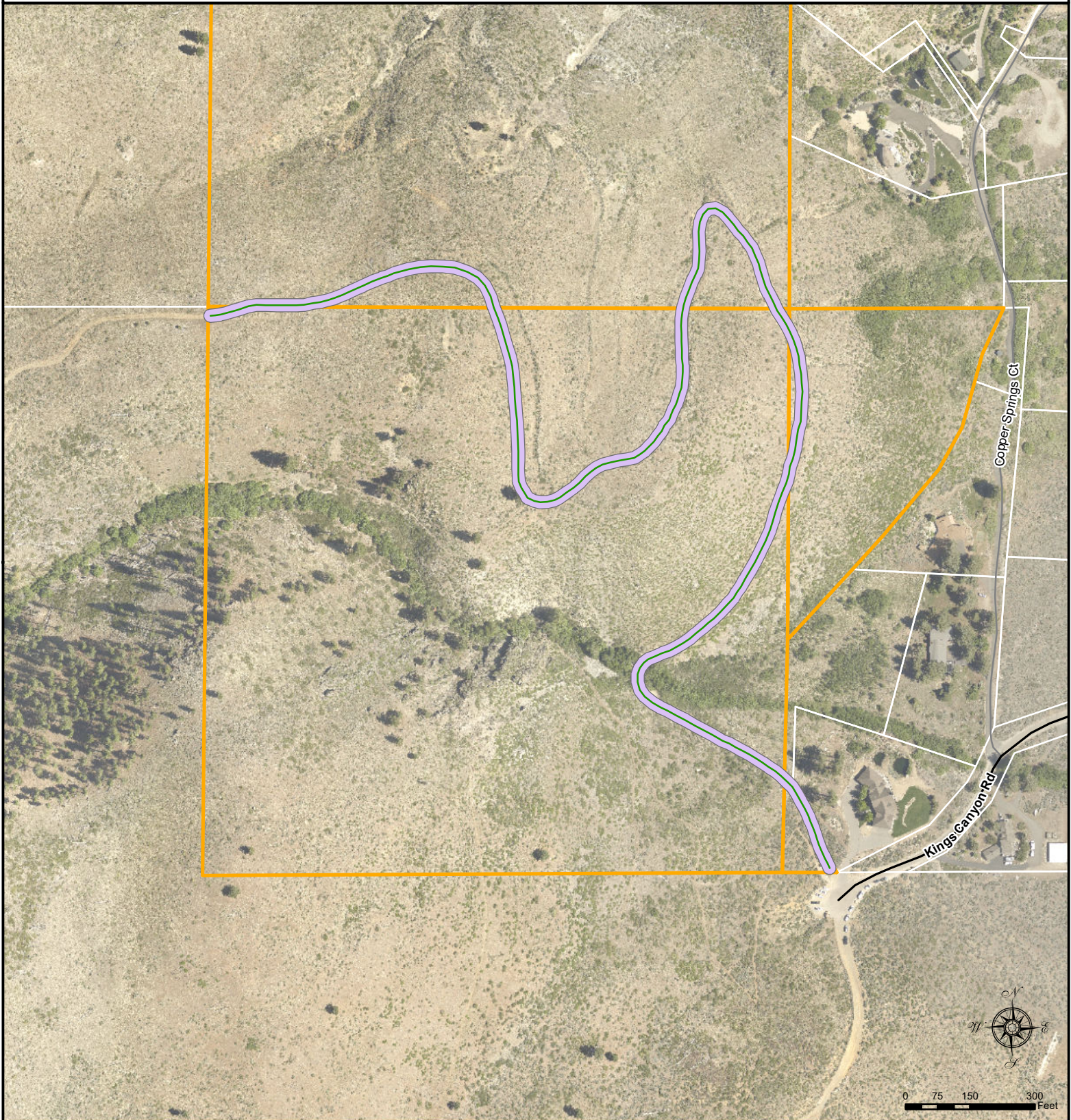
Date: _____

ATTEST:

By _____
AUBREY ROWLATT, CLERK-RECORDER

Date: _____

NORTH KINGS CANYON ROAD - APN 00706125, 00707105, 00706181, 00707101



PROPERTY INFORMATION

PROPERTY ID 00706125
 LOCATION SEC 23 15/16 NE4 NW4
 ACRES 40

PROPERTY ID 00707105
 LOCATION 1070 COPPER SPRINGS CT
 ACRES 4.35

PROPERTY ID 00706181
 LOCATION SEC 14 15/19
 ACRES 80

PROPERTY ID 00707101
 LOCATION 4450 KINGS CANYON RD
 ACRES .38



MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

- North Kings Canyon Rd
- 30 ft Buffer
- Parcels

30 FOOT BUFFER - A STRIP OF LAND 30.00 FEET IN WIDTH, BEING 15.00 FEET ON EACH SIDE OF THE CENTERLINE, LYING WITHIN THE PARCELS OF LAND AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS OF CARSON CITY, NEVADA, AS DOCUMENT NO. 412747 ON JUNE 10, 2011.

CARSON CITY PUBLIC WORKS
 3505 BUTTI WAY
 CARSON CITY, NV 89701
 (775) 283-7394



EXHIBIT A – PAGE 2

NORTH KINGS CANYON ROAD

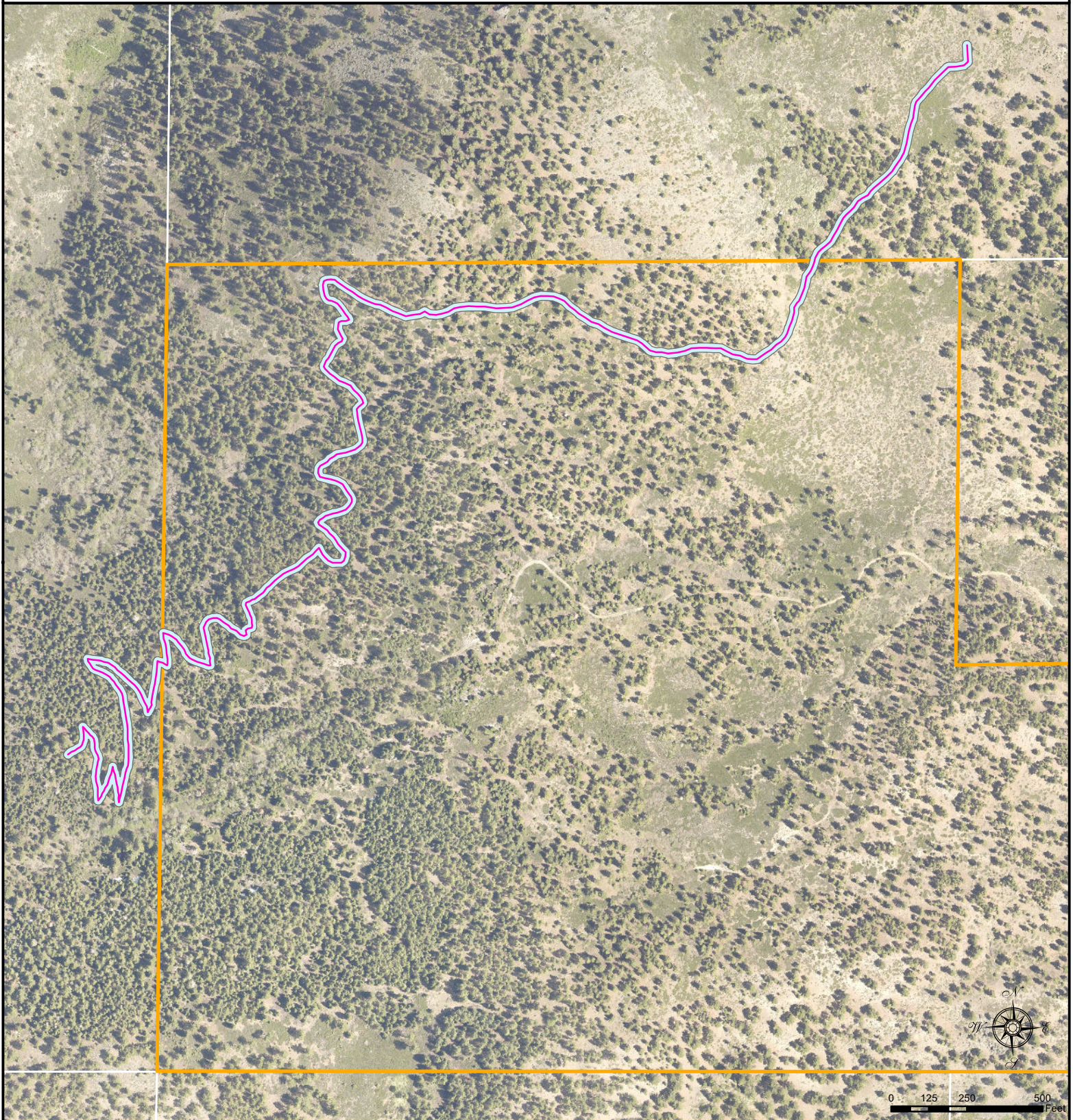
APNS 007-061-25, 007-071-05, 007-061-81, 007-071-01

A STRIP OF LAND 30.00 FEET IN WIDTH, BEING 15.00 FEET ON EACH SIDE OF THE CENTERLINE, LYING WITHIN THE PARCELS OF LAND AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS OF CARSON CITY, NEVADA AS DOCUMENT NO. 412747 ON JUNE 10, 2011. CENTERLINE OF SAID STRIP OF LAND IS LOCATED AT AND BETWEEN THE FOLLOWING GLOBAL POSITIONING SYSTEM COORDINATES:

Position	Latitude	Longitude
1	39.153603	-119.815534
2	39.153804	-119.815646
3	39.154081	-119.815817
4	39.154200	-119.815981
5	39.154619	-119.816976
6	39.154775	-119.817126
7	39.154917	-119.817046
8	39.155009	-119.816766
9	39.155183	-119.816495
10	39.155436	-119.816243
11	39.155727	-119.816060
12	39.156148	-119.815889
13	39.156461	-119.815807
14	39.156805	-119.815840
15	39.157049	-119.815961
16	39.157287	-119.816116
17	39.157575	-119.816285
18	39.157784	-119.816587
19	39.157711	-119.816676
20	39.157461	-119.816671
21	39.157144	-119.816805
22	39.156753	-119.816784
23	39.156542	-119.816846
24	39.156349	-119.816935
25	39.156233	-119.817103
26	39.156148	-119.817478
27	39.155917	-119.817783
28	39.155911	-119.818042

29	39.156053	-119.818130
30	39.156405	-119.818121
31	39.156740	-119.818179
32	39.157103	-119.818326
33	39.157308	-119.818462
34	39.157384	-119.818691
35	39.157364	-119.819077
36	39.157144	-119.819771
37	39.157130	-119.820246
38	39.157043	-119.820670

MANNSFELD TRAIL - APN 00706102






PROPERTY INFORMATION

PROPERTY ID 00706102
 LOCATION SEC 15 15/19
 ACRES 200



MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

-  Mannsfeld Trail
-  30 ft Buffer
-  Parcels

30 FOOT BUFFER - A STRIP OF LAND 30.00 FEET IN WIDTH, BEING 15.00 FEET ON EACH SIDE OF THE CENTERLINE, LYING WITHIN A PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS OF CARSON CITY, NEVADA AS DOCUMENT NO. 477304 ON AUGUST 1, 2017.

CARSON CITY PUBLIC WORKS
 3505 BUTTI WAY
 CARSON CITY, NV 89701
 (775) 283-7394



EXHIBIT B – PAGE 2

MANNSFELD TRAIL

APN 007-061-02

A STRIP OF LAND 30.00 FEET IN WIDTH, BEING 15.00 FEET ON EACH SIDE OF THE CENTERLINE, LYING WITHIN A PARCEL OF LAND AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS OF CARSON CITY, NEVADA AS DOCUMENT NO. 477304 ON AUGUST 1, 2017. CENTERLINE OF SAID STRIP OF LAND SHALL BE JUDGED FROM THE TRAIL'S ACTUAL LOCATION ONCE INSTALLED, BUT SAID INSTALLATION SHALL NOT UNREASONABLY DEVIATE FROM THE FOLLOWING GLOBAL POSITIONING SYSTEM COORDINATES:

Position	Latitude	Longitude
1	39.164258	-119.836304
2	39.163976	-119.836432
3	39.163917	-119.836500
4	39.163560	-119.836639
5	39.163400	-119.836952
6	39.163400	-119.837084
7	39.163502	-119.837491
8	39.163488	-119.837725
9	39.163435	-119.837895
10	39.163453	-119.838149
11	39.163555	-119.838353
12	39.163615	-119.838628
13	39.163893	-119.839209
14	39.163937	-119.839365
15	39.163830	-119.839811
16	39.163830	-119.840190
17	39.163764	-119.840268
18	39.163731	-119.840401
19	39.163642	-119.840530
20	39.163493	-119.840652
21	39.163184	-119.840828
22	39.163051	-119.841015
23	39.163015	-119.841092
24	39.163007	-119.841308
25	39.162917	-119.841419
26	39.162858	-119.841566
27	39.162632	-119.841525
28	39.162519	-119.841618

29	39.162482	-119.841795
30	39.162355	-119.842030
31	39.162277	-119.842012
32	39.162226	-119.841781
33	39.162159	-119.841692
34	39.162064	-119.841635
35	39.161998	-119.841667
36	39.161955	-119.841773
37	39.161931	-119.841901
38	39.161869	-119.842019
39	39.161761	-119.841886
40	39.161598	-119.841710
41	39.161515	-119.841735
42	39.161503	-119.841839
43	39.161613	-119.842000
44	39.161423	-119.842329
45	39.161347	-119.842488
46	39.161120	-119.842842
47	39.160927	-119.842773
48	39.160827	-119.842857
49	39.160981	-119.843190
50	39.160955	-119.843285
51	39.160889	-119.843333
52	39.160561	-119.843265
53	39.160611	-119.843495
54	39.160778	-119.843649
55	39.160836	-119.843798
56	39.160563	-119.843765
57	39.160583	-119.843886

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**PRIVATE ROAD SPECIAL USE PERMIT
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

CHRISTIAN PERCY MANNSFELD, 9800 HUDSON CT (the holder) LOOMIS, CA 95650 (hereafter called the Holder) is hereby authorized to use National Forest lands for the use of a road within the HUMBOLDT-TOIYABE NATIONAL FOREST, CARSON RANGER DISTRICT for the following purposes:

Seasonal access to private inholding on Forest Road 41039A Mine Road Spur A for ingress and egress only.

The lands covered by this permit are located in the County of Carson City, State of Nevada and are described as follows:

Sec. 15, 22, 23 T.15 N., R.19 E., MT. DIABLO MERIDIAN This permit covers a right-of-way 1.03 miles on Forest Road 41039A Mine Road Spur A approximately (4,804 feet in length, 12 feet wide) and approximately 654 feet in length and 12 feet wide, containing 1.5 acres.

The permit authorizes ingress and egress only (no grading, blading or snow plowing) and is located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the map or plat attached hereto as exhibit(s) A and made a part hereof. Construction or maintenance of lead off ditches or water bars requires advanced review and approval by the Forest Service.

This permit is made subject to the following terms, provisions, and conditions:

1. This permit is subject to all existing easements and valid rights existing on this date.
2. The Holder in exercising the privileges granted by this permit shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, and shall comply with all State standards for public health and safety, environmental protection, and siting construction, operation, maintenance of or for rights-of-way for similar purposes if those standards are more stringent than applicable Federal standards.
3. The Holder shall cut no timber except as authorized by construction stipulations or maintenance agreements.
4. The Holder shall provide maintenance so that no damage occurs on adjacent National Forest land. The Holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.
5. Holder shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with Federal and State laws.
6. Holder shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy under this permit.
7. Holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this permit. The initial payment is set at \$294.75 or the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$294.75 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the Holder to pay the annual payment, late charges, or other fees or charges shall cause the permit to terminate.
8. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

9. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Service prior to beginning such construction or reconstruction.

10. The Holder shall repair fully all damage to National Forest roads and trails caused by the exercise of the privileges granted by this permit.

11. The United States may use the roads without cost for all purposes deemed necessary or desirable in connection with the protection and administration of the lands or resources of the United States, provided that it will use the road for commercial hauling purposes, other than the removal of timber cut in construction or maintenance of the road or other occasional incidental use, only after arranging to pay or perform its pro rata share of road maintenance.

12. The Forest Service alone may extend rights and privileges for use of the road constructed on the premises to other non-Federal users provided that such users shall pay a fair share of the current replacement cost less depreciation of the road to the holder, and reconstruct the road as necessary to accommodate their use.

13. The Forest Service retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses, for other than road purposes, upon, over, under, and through the permit area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.

14. The Forest Service shall have the right to cross and re-cross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.

15. The Holder shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

16. Unless sooner terminated, or revoked by the Regional Forester, this permit shall continue as long as needed for access to the Mannsfeld single family residence.

17. This permit may be terminated or suspended upon breach of any of the conditions herein, or revoked at the discretion of the Issuing Officer.

18. Upon termination or revocation of this special-use authorization, the Holder shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the authorized officer, unless otherwise waived in writing or in the authorization. If the Holder fails to remove the structures or improvements within a reasonable period, as determined by the authorized officer, they shall become the property of the United States, but this does not relieve the Holder from liability for the removal and site restoration costs.

19. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

20. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

21. Liability. For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

22. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

23. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 214 as amended.

24. Assignability. This authorization is not assignable or transferable. If Holder, through death, voluntary transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be owner of the above-described real property accessed by the authorized road, this authorization will terminate.

25. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

26. Noxious Weed/Exotic Plant Prevention and Control (R4-D3). The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds/exotic plants of concern are defined as those species recognized by (county weed authority/national forest) in which the authorized use is located.

The holder shall also be responsible for prevention and control of noxious weed/exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated within the authorized area.

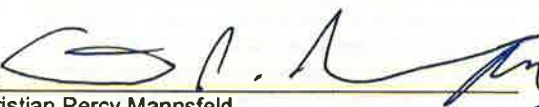
When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed/exotic plant prevention and control. Such plan shall be subject to Forest Service approval. Upon Forest Service approval, the noxious weed/exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

27. Fees - Consolidated Payment (A-14). CONSOLIDATED LAND USE FEE PAYMENT. Payment of annual land use fees for 5 years shall be consolidated. The first consolidated payment shall be made on January 1, 2022, when the first full annual land use fee payment is due, and thereafter every 5 years from January 1, 2022, until this permit expires.

In Witness Whereof, the parties hereto have caused this authorization to be duly executed on this 10th day of August, 2021.

Holder

USDA - Forest Service

By: 
Christian Percy Mannsfeld
Owner

By: 
WILLIAM A. DUNKLEBERGER
FOREST SUPERVISOR
Humboldt-Toiyabe National Forest

CAR738

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