



102 South Main Street · Yerington · Nevada · 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
The City of Yerington is an Equal Opportunity Provider

YERINGTON CITY COUNCIL
MEETING AGENDA
February 10, 2020 – 10:00 A.M. - CITY HALL

1. Meeting called to order, roll call reported and Pledge of Allegiance.
2. Public Participation/Comments: Public comments(s) shall not be restricted based on content or view point – No action will be taken
Public Comment on any item not on this agenda, and pertinent to the City Council, will be received during the Public Participation/Comment portion of this meeting. The presiding officer will invite public comment pertaining to those matters on this agenda during the council's consideration of each individual matter, and before action, if any, is taken. Public comment is limited to three (3) minutes per person, per item, unless additional time is permitted by the presiding officer.
3. For Possible Action: Review and Approval of Agenda.
NOTICE RE: NRS 237: When the City Council approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 *et seq.* with respect to items on this agenda, and determines that each matter on this agenda for which a Business Impact Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business; and that each matter which is on this agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business.

Public Comment on any item not on this agenda, and pertinent to the City Council, will be received during the Public Participation/Comment portion of this meeting. The presiding officer will invite public comment pertaining to those matters on this agenda during the council's consideration of each individual matter, and before action, if any, is taken. Public comment is limited to three (3) minutes per person, per item, unless additional time is permitted by the presiding officer.
4. For Possible Action: Approval of the Minutes of the January 27, 2020 Regular Meeting.
5. For Possible Action: Approval of New, Renewal and Name Change Business License Applications
 - A. Larry Schmueser & James Johnson dba Schmueser & Associates, LLC, Industrial General Contractor, 811 22nd Road Grand Junction, CO 81505, Mobile-New Single Project
 - B. Roy L. Good dba R. L. Good and Sons Construction Company, General Building Contractor, 3160 Bowers Lane Carson City, NV 89706, Mobile-New Single Project
 - C. Gary L. Madsen dba Manhome Project Management, LLC, Lot Development & Install Manufacture Homes, 2820 Fairwood Dr. Reno, NV 89502, Mobile-New

- D. Ryan & Reggie Harrison dba Progressive Technologies, Inc. dba Sign Crafters, Manufacture & Install Electric Sign, 955 S. McCarran Blvd. Ste. 103 Sparks, NV 89431, Mobile-New Single Project
- E. Esau Aguilar dba General Cleaning Services, Janitorial, 3 Palomino Dr. Yerington, NV 89447, Mobile-New
6. For Possible Action: Discussion and Approval on an Application to the Bureau of Land Management for Right-of-Way in Perpetuity for the City of Yerington's Water Tanks and Infrastructure.
 7. For Possible Action: Discussion and Approval to Accept an Agreement With South Lyon County Hospital District to Reimburse the City of Yerington \$45,000 on the Water & Sewer Rehabilitation Project.
 8. For Possible Action: Discussion and Approval to Update the Personnel Policy Manual, Page 26, 2.10.7 Random Testing to Reflect Required DOT Annual Controlled Substances Testing to 50% of the average number of Driver Positions of Commercial Motor Vehicles, That Hold a CDL.
 9. For Possible Action: Review Bills Previously Submitted for Payment.
 10. Public Participation/Comments: Public comments(s) shall not be restricted based on content or view point – No action will be taken.
 11. Department Reports and City Manager Report, Council Comments - No action will be taken.

Copies of all documents discussed herein may be attained at City Hall, 102 S. Main Street, Yerington, Nevada 89447.

This is a tentative schedule for the meeting. The presiding officer reserves the right to take items in a different order to accomplish business in the most efficient manner, and may combine two or more agenda items for consideration. Items may be removed from this agenda or delayed for later discussion.

NOTICE TO PERSONS WITH DISABILITIES: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Administrative Director/Interim City Clerk at 463-3511 in advance so that arrangements may be made.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Mail your completed complaint form or letter to the U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410; or fax to (202) 690-7442 or email at program.intake@usda.gov.

I, Sheema D. Shaw, do hereby certify that the foregoing agenda was duly posted February 5, 2020 at the following locations:

Yerington City Hall, Yerington Post Office, Lyon County Court House, Lyon County Administrative Complex.

For questions or supporting materials regarding this agenda, please contact Sheema D. Shaw at (775) 463-3511.


Administrative Director/Interim City Clerk

ITEM

#4

January 27, 2020

The regular meeting of the Yerington City Council was held in the Council Chambers at 10:00 a.m. with the following present:

Mayor John Garry
Council Members Jerry Bryant, Shane Martin and Terceira Schunke
City Manager Robert Switzer
City Attorney Chuck Zumpft
Public Works Director Jay Flakus
Administrative Director/Interim City Clerk Sheema D. Shaw

Absent: Councilwoman Catalano and Chief of Police Darren Wagner

Guests: Chief Scott Draper of the Mason Valley Fire District, David Ray, Chris Garry, Brad Douglas, Larry Reynolds, Brianna Sanchez, Gracie Aguilar, Alejandra Cervantes, Kaydence Hernandez, Cloe Wilkinson, Kylee Reizenstain, Frank Pizzo, Jason Sanderson, Analyssa Berumen, Natalee Hurt Jennifer Vargas, Josie Mattice, Jamie Moreda; Anastasias Aiazzi and Madeline Hull-Taylor

Public Participation

Mayor Garry stated that he was pleased that the Yerington High School Varsity Volleyball team was with us today. They have brought our community a great deal of pride. Mayor Garry congratulated the team on their win and presented each team member with a rose.

Agenda Approval

City Manager Switzer noted a correction in spelling on item 11 of the agenda and requested that Discussion on the Strategic Planning be moved to after the Department reports.

Councilman Bryant made a motion to approve the agenda with the correction, seconded by Councilwoman Schunke. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Minutes

Councilwoman Schunke made a motion to approve the minutes of January 10, 2020 Strategic Planning Meeting and the January 13, 2020 Regular meeting seconded by Councilman Martin. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Business Licenses

The following business license applications were presented for review and approval:

- A. Kevin J. Quilici dba Quilici Construction Co., Inc., Mobile, Underground Excavation for Utilities, 7465 Longley Lane, Reno, Nevada
- B. James Schreiber dba Farmers Insurance – Schreiber Agency, Insurance-Home, Auto, Health, Life, 113 N. Main Street, Yerington, Nevada

Councilman Bryant made a motion to approve the business license applications as presented, seconded by Councilwoman Schunke. Mayor Garry asked for public comment, there were no public comments and the motion passed unanimously.

Appointments to the Mayor's Committees.

Mayor Garry stated that we have 3 volunteers for the Mayor's committees; Amy Miller and Deb DeGrendele for the Administrative Committee and Dave DeGrendele for the Public Works Committee.

Interim City Clerk Shaw stated that we still have two vacancies on the Police Committee and one on the Public Works Committee.

Councilwoman Schunke made a motion to approve the appointments to the Mayor's Committees, seconded by Councilman Martin. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

List of City of Yerington Items to Auction

City Manager Switzer stated that we have discussed auctioning surplus items for some time now and have a list of what those items are. As an example of the items, there is a backhoe and several new pumps. Auctioning these items is something that we have been trying to do for years.

Councilman Bryant made a motion to approve the list of City of Yerington items for auction, seconded by Councilwoman Schunke. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Donate 3 Vehicles to the Mason Valley Fire District; CY11 2001 Chevrolet Astrovan, CY101 2003 Ford F-250 Superduty Utility Box and CY72 1996 Chevrolet 1500 Utility Box

City Manager Switzer stated that we would like to donate these vehicles to the Fire Department for training as they have passed their service years for the city and they would be of value to the Fire Department for training purposes.

Councilwoman Schunke made a motion to donate three vehicles to the Mason Valley Fire District; CY11 2001 Chevrolet Astrovan, CY101 2003 Ford F-250 Superduty Utility Box and CY72 1996 Chevrolet 1500 Utility Box, seconded by Councilman Martin. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Design Agreement with Sierra Pacific Power Company d/b/a NV Energy ("NV Energy") PID 3003877008; E-Yerington Lift Station-F/P-COMM-E-City of Yerington; Design Initiation Agreement (Agreement No. 60923) ("DIA")

City Manager Switzer stated that this is part of our water/sewer project. This agreement is Nevada Energy's contribution to the project and is for design work to be done for this lift station. There is a total cost of \$4,000

Councilwoman Schunke made a motion to approve the Design Agreement with Sierra Pacific Power Company d/b/a NV Energy ("NV Energy") PID 3003877008; E-Yerington Lift Station-F/P-COMM-E-City of Yerington; Design Initiation Agreement (Agreement No. 60923) ("DIA"), seconded by Councilman Martin. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Airport Hangar #404 Assignment of Lease from Donn Boren to Terry Scott

City Manager Switzer stated that our ordinance states that council approve all assignment of leases and recommended approval.

Councilman Bryant made a motion to approve Airport Hangar #404 Assignment of Lease from Donn Boren to Terry Scott, seconded by Councilman Martin. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Shut Down the RV Dump Located by the Buck Aiazzi Baseball Field.

City Manager Switzer stated that we are having odor issues at the sewer ponds. The city had the ponds dredged last summer and we should not be having issues, but we are. City Manager Switzer stated that it is possible some dumping of chemicals is occurring at the RV dump and it is going into our ponds. If the balance of the ponds is disturbed it will cause issues, which lead to the smell. This item is being proposed to see if closing the RV dump helps.

Public Works Director Flakus stated that we are making this request based on a recommendation from our engineers. RV's use antifreeze, which dumps into our ponds; this would be a temporary closure.

Councilman Bryant stated that as someone who spends a lot of time at the baseball fields, this closure would be appreciated.

Public Works Director Flakus stated that we have tried in the past to trace issues back to the source with no luck. We will need a little time to see how the ponds react.

Councilwoman Schunke asked if closing the RV dump corrects the issue, will we reopen the RV dump. City Manager Switzer stated that if the RV dump were a major source of the issue we would have to make a decision in the future.

Public Works Director Flakus stated that if we constantly have complaints we must have the air quality checked by the state.

Councilwoman Schunke asked how long it would be shutdown. City Manager Switzer stated at least 90 days.

Councilman Bryant made a motion to approve shutting down the RV dump located by the Buck Aiazzi Baseball Field, seconded by Councilman Martin. Mayor Garry asked for public comments.

Mr. Larry Reynolds stated that the county dumpsite is full most of the time. The county uses a septic tank and perhaps the city should look into something like the county uses.

Mr. Scott Draper, speaking as an avid baseball field user, stated that he would be in favor of closing the site at the field and moving it to another location.

Public Works Director Flakus stated that the current configuration is very unsanitary. NDEP would not allow us to put in a septic tank, perhaps we could move the location further out; however, he does not know if that would fix the issue.

Councilwoman Schunke asked if the Public Works Director could look into the cost of moving the site.

Mayor Garry asked for further comments, there were no comments and the motion carried unanimously.

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	1-6-2020	31869 through 31908
	1-15-2020	31916 through 31958
Payroll Vouchers	12-30-2019	01022001 through 01022019
	1-13-2020	01162001 through 01162021
Payroll Checks	12-30-2019	31864 through 31867
	1-13-2020	31909 through 31915
Transmittal Vouchers	12-30-2019	12301901
	1-13-2020	01132001
Transmittal Checks	12-30-2019	31868
	1-13-2020	31913

Councilwoman Schunke made a motion to approve the bills as submitted, seconded by Councilman Martin. Mayor Garry asked for public comments, there were no comments and the motion carried unanimously.

Public Participation

Chief Scott Draper stated that the Fire Department had received a donation from friends of the Mayor and it was appreciated.

Mr. Brad Douglas stated that he has concerns regarding the fireworks and drag races. Mr. Douglas stated that he would like to know whom he should address his concerns. City Manager Switzer stated that Mr. Douglas could address his concerns directly to the council or, if he would prefer, City Manager Switzer would meet with Mr. Douglas and address them. Mr. Douglas stated that he would like to meet with the City Manager.

Department Reports

City Attorney Zumpft reported that title work for the water/sewer project is completed and we need to secure easements on a few properties

Public Works Director Flakus reported that we are trying to protect the plane at the airport that is up for auction. People are taking parts and damaging it. The Police Department will not take a report because it is not our property. Public Works Director Flakus stated that we have considered moving it; however, we have nowhere to move it.

Mr. Douglas stated that most of the damage occurs late at night.

City Manager Switzer reported that we have a potential candidate for the Police Department in the final stages of background. We also know of someone in POST that will be applying as soon as he graduates, perhaps just a couple of weeks.

City Manager Switzer reported that he is setting up a meeting to discuss the transfer of the armory to city. We are waiting on the cost to pay for the loan. Council approved \$232,000; however, he expects the amount to be less.

City Manager Switzer reported that we have an FAA grant for \$300,000 to update the Airport Master Plan. The last update to the Master Plan was in 2007. This will allow us to seek grant funding.

Councilman Bryant stated that the second annual First Responders Gala is coming up and he would like to see the Yerington Police Department involved. The money raised goes toward those departments for training. Last year \$14,000 was raised. The event will be held April 18th.

Mayor Garry congratulated City Manager Switzer for opening discussions with the Nevada Division on Lands regarding the armory and the possibility of it becoming the new city hall.

Strategic Planning for the City of Yerington

City Manager Switzer stated that on January 10th we met to plan ahead for 3 to 5 years. One item that came up in that meeting was a vision and mission statement, while they are not required, they do help to enforce what our city will be like in the next 3 to 5 years. Mayor Garry stated that this is a creative process.

City Manager Switzer asked council to consider what we have already discussed; we have found more weaknesses than strengths, that is normal, but how do we want to address them.

City Manager Switzer asked council what we could do to help our downtown area. Mayor Garry stated that businesses close at 5:00 p.m. City Manager Switzer stated that we need a reason for family's to come downtown, a place where people can go. Without activity, there is no economic development. We need to get businesses downtown.

Councilwoman Schunke stated that more events would attract families. City Manager Switzer asked what would happen if we closed down a side street and put up a bounce house. Mr. Chris Garry asked how many events were currently downtown. City Manager Switzer stated not enough. Councilman Martin stated that we use to close down Main Street all the time.

Mayor Garry stated that a core group had recently watched a video by Roger Brooks. This video showed how people used to go downtown and then a new concept, called the suburbs came along and with them malls. Today online shopping is the new trend. We need to get people back downtown.

City Manager Switzer stated that one of the threats we had discussed was mine closures. We will benefit as the mine expands; however, if it slows down and goes away, we want to have activates that are not attached to the mine.

Councilman Bryant stated that in regards to weaknesses some of the ideas brought forth are more tangible than actionable. We need to focus on the ones we have some control over.

Mr. David Ray stated that many small communities are going to public access TV to get the word out; however, the cost might be prohibitive. Councilman Bryant stated that Carson City has its own morning show. City Manager Switzer stated that social media is the main means of getting information out there now.

Mayor Garry stated that the first goal is to create an activity on Main Street that attracts 50 attendees. Councilman Martin stated that child related events would encourage families to attend. City Manager Switzer stated that in Ely they started with a snow cone stop, added some local musicians and over time, the event grew; with no money from any government agency. Mayor Garry stated that we should not have empty buildings on our Main Street.

City Manager Switzer stated that we need to encourage local restaurants to bring tables outside. Our sidewalks are wide enough that we can put things on them, bring in small mobile vendors. Councilman Martin suggested bringing in food trucks as other areas do.

City Manager Switzer stated that the Yerington Chamber of Commerce and City Staff would bring forth a proposal to close streets and bring activates to our downtown.

There being no further business the meeting was adjourned.

Mayor of the City of Yerington

ATTEST:

Administrative Director/Interim City Clerk

ITEM

#5

NEW BUSINESS LICENSE APPLICATIONS SUBMITTED TO THE CITY COUNCIL ON FEBRUARY 10, 2020

APPLICANT(S)	BUSINESS NAME	LOCATION	NATURE OF BUSINESS	COMMENTS	TYPE	H	F	B	S	BE
A	Larry Schmueser & James Johnson Schmueser & Associates, LLC	811 22nd Road Grand Junction, CO 81505	Industrial General Contractor	New Single Project	M		X	X		
B	Roy L. Good R. L. Good and Sons Construction Company	3160 Bowers Lane Carson City, NV 89706	General Building Contractor	New Single Project	M		X	X		
C	Gary L. Madsen Manhome Project Management, LLC	2820 Fairwood Dr. Reno, NV 89502	Lot Development & Install Manufactured Homes	New	M/P		X	X		
D	Ryan Harrison Progressive Technologies, Inc. dba Sign Crafters	955 S. McCarran Blvd Sparks, NV 89431	Manufacture & Install Electric Sign	New-Single Project	M		X	X		
E	Esau Aguilar General Cleaning Services	3 Palomino Dr. Yerington, NV 89447	Janitorial	New	P		X	X		

Business Status: _____
 Business Licenses # 3115
 Category # A
 (official use only)

BUSINESS NAME: RL Goodland Sons Const Co

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
 Choose One:
 Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
 Short Term Project -- To be completed within 30 days. (\$50.00 Fee)
 Single Project -- Single job to be completed within one year. (\$50.00 Fee) \$ 50.00
TOTAL FEES PAID: \$ 70.00

REQUIRED INSPECTIONS:

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures #1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official – Attach comment page if necessary.

1. **Public Works** Phone: 775-463-2729 Approved Denied []
 ZONING: [] [] [] [] [] [] [] [] []
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
 Does business comply with existing zoning and current codes? Compliance (yes) (no)
 Building Inspector J B (Signature) Date: 1/27/20
 Public Works Director [Signature] (Signature) Date: 12/27/19
2. **Fire Department** Phone: 775-463-2261 Approved Denied []
 Fire Inspector _____ (Signature) Date: _____
 Fire Chief [Signature] (Signature) Date: 1-23-2020
3. **Nevada Health Dept.** Phone: 775-687-7550 Approved [] Denied []
 Inspector _____ (Signature) Date: _____
4. **Police Department** Phone: 775-463-2333 Approved Denied []
 Police Chief [Signature] (Signature) Date: 12-30-19
5. **City Clerk** Approved Denied []
 City Clerk: [Signature] (Signature) Date: 1-29-2020
6. **City Council Approval** Approved [] Denied []
 Mayor: _____ (Signature) Date: _____

Check List: (official use)
 State Business License [] YES [] NO [] N/A
 Employee Insurance [] YES [] NO [] N/A

Business Status: _____
 Business Licenses # 3116
 Category # A
 (official use only)

BUSINESS NAME: Mantone Project Management LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee:
 Choose One: \$ 20.00
 Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
 Short Term Project -- To be completed within 30 days. (\$50.00 Fee) \$ _____
 Single Project -- Single job to be completed within one year. (\$50.00 Fee) \$ _____

REQUIRED INSPECTIONS:

TOTAL FEES PAID: \$ _____

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures #1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official -- Attach comment page if necessary.

1. Public Works Approved [] Denied [] *I WORK MOBILE, IN OTHER'S OFFICES.*

Phone: 775-463-2729

ZONING: [] [] [] [] [] [] [] [] []
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
 Does business comply with existing zoning and current codes? Compliance (yes) (no)

Building Inspector *[Signature]* Date: 1/29/2020
 Public Works Director _____ Date: _____
 (Signature) (Signature)

2. Fire Department Approved Denied []

Phone: 775-463-2261

Fire Inspector _____ Date: _____
 Fire Chief *[Signature]* Date: 1-23-2020
 (Signature) (Signature)

3. Nevada Health Dept. Approved [] Denied []

Phone: 775-687-7550

Inspector _____ Date: _____
 (Signature)

4. Police Department Approved Denied []

Phone: 775-463-2333

Police Chief *[Signature]* Date: 01-07-20
 (Signature)

5. City Clerk Approved Denied []

City Clerk: *[Signature]* Date: 1-30-2020
 (Signature)

6. City Council Approval Approved [] Denied []

Mayor: _____ Date: _____
 (Signature)

Check List: (official use)
 State Business License YES [] NO [] N/A
 Employee Insurance YES [] NO [] N/A

Business Status: _____
 Business Licenses # 3117
 Category # A
 (official use only)

BUSINESS NAME: Progressive Technologies, Inc. dba Sign Crafters

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: _____ \$ 20.00
 Choose One:
 Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
 Short Term Project -- To be completed within 30 days. (\$50.00 Fee)
 Single Project -- Single job to be completed within one year. (\$50.00 Fee)
 _____ \$ 50.00
 TOTAL FEES PAID: _____ \$ 70.00

REQUIRED INSPECTIONS:

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures # 1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official -- Attach comment page if necessary.

1. Public Works
 Phone: 775-463-2729
 Approved Denied
 ZONING:
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
 Does business comply with existing zoning and current codes? Compliance (yes) (no)
 Building Inspector [Signature] Date: 1/29/2020
 Public Works Director _____ Date: _____
2. Fire Department
 Phone: 775-463-2261
 Approved Denied
 Fire Inspector _____ Date: _____
 Fire Chief [Signature] Date: 1-23-2020
3. Nevada Health Dept.
 Phone: 775-687-7550
 Approved Denied
 Inspector _____ Date: _____
4. Police Department
 Phone: 775-463-2333
 Approved Denied
 Police Chief [Signature] Date: 01-07-20
5. City Clerk
 Approved Denied
 City Clerk: [Signature] Date: 1-31-2020
6. City Council Approval
 Approved Denied
 Mayor: _____ Date: _____

Check List: (official use)

State Business License YES NO N/A
 Employee Insurance YES NO N/A

Business Status: _____
 Business Licenses # 3118
 Category # A
 (official use only)

BUSINESS NAME: General Cleaning Services

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
 Choose One:
 Permanent Business – Billed Quarterly from Matrix. (refer to Instruction Page)
 Short Term Project – To be completed within 30 days. (\$50.00 Fee)
 Single Project – Single job to be completed within one year. (\$50.00 Fee)

REQUIRED INSPECTIONS:

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures #1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official – Attach comment page if necessary.

1. Public Works Phone: 775-463-2729
 Approved [] Denied []
 ZONING: [] [] [] [] [] [] [] [] []
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
 Does business comply with existing zoning and current codes? Compliance (yes) (no)
 Building Inspector JB (Signature) Date: 1/29/2020
 Public Works Director _____ (Signature) Date: _____
2. Fire Department Phone: 775-463-2261
 Approved Denied []
 Fire Inspector _____ (Signature) Date: _____
 Fire Chief he (Signature) Date: 1-23-2020
3. Nevada Health Dept. Phone: 775-687-7550
 Approved [] Denied []
 Inspector _____ (Signature) Date: _____
4. Police Department Phone: 775-463-2333
 Approved Denied []
 Police Chief [Signature] (Signature) Date: 01-07-20
5. City Clerk
 Approved Denied []
 City Clerk: [Signature] (Signature) Date: 1-31-2020
6. City Council Approval
 Approved [] Denied []
 Mayor: _____ (Signature) Date: _____

Check List: (official use)
 State Business License [] YES [] NO [] N/A
 Employee Insurance [] YES [] NO [] N/A

ITEM

#6



102 South Main Street • Yerington • Nevada • 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463 2284
The City of Yerington is an Equal Opportunity Provider

January 29, 2020

Dear Robert:

Re: BLM ROW Modifications

We have reviewed the various proposals submitted by the U.S. Dept. of Interior and BLM. Our recommendation is that the City accept the proposal to convert the existing right of way (ROW) into a perpetual ROW. This proposal affords the City the same rights it currently holds under the existing ROW at no additional cost.

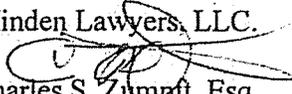
Conversely, if the City were to convert its existing ROW into an easement, it would first need to negotiate directly with the third party to whom BLM is selling the property. This would result in added costs to the City.

Generally speaking, the difference between an easement and a ROW is that an easement runs with the land upon future transfers (ROWS do not). However, where a ROW is perpetual, it will run with the land. Here, BLM is offering to convert the City's existing ROW rights to perpetual status.

For reasons outlined above, accepting BLM's proposal for a perpetual ROW is in the City's best interests. Please let us know if you wish for us to pursue and complete this effort.

Very truly yours,

Minden Lawyers, LLC.


Charles S. Zumpft, Esq.

CSZ/ncf



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Sierra Front Field Office
5665 Morgan Mill Road
Carson City, Nevada 89701
<http://www.blm.gov/nv>

In Reply Refer To:
NVN 010366
2800 (NVC02)

JAN 09 2020

Your Reference:
Yerington Water Facilities

CERTIFIED MAIL – 7019 0700 0001 7303 6769 – RETURN RECEIPT REQUESTED

Mr. Jay Flakus
Public Works Director
City of Yerington
102 South Main Street
Yerington, Nevada 89447

Dear Mr. Flakus:

The Bureau of Land Management (BLM) issued a perpetual right-of-way (ROW) grant NVN 010366 on February 21, 1975 in the Yerington area, Lyon County, Nevada. This letter is to advise that the following described public land, which encompasses a portion of the above referenced ROW, has been proposed for conveyance (BLM Serial Number NVN 097801) under the authority of Section 208 of the Federal Land Policy and Management Act of 1976 (FLPMA):

Mount Diablo Meridian, Nevada
T. 13 N., R. 25 E.,
sec. 9, S2SE.

containing 7.42 acres, more or less, in Lyon County, Nevada.

Pursuant to the regulations contained in 43 CFR 2807.15(b), you are entitled to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed conveyance and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed conveyance will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN
CALIFORNIA*, NEVADA*, OREGON*
* PARTIAL

The options for the portions of the perpetual ROW within the above-described lands are:

- 1) Maintain the ROW under its current terms and conditions (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States (take over responsibility for the ROW) in all matters relating to the management of the ROW within the patented area. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself.
- 2) Attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. The name and address of the prospective patentee is:

Brian Johnson
Liability Business Manager
Atlantic Richfield Company
201 Helios Way
Houston, TX 77079

You and Atlantic Richfield Company must jointly notify BLM at the above address in writing if an agreement is reached prior to patent issuance, and if so, the patent shall not be issued subject to the ROW. If an agreement cannot be reached prior to patent issuance, Option 1 above (the status quo) shall automatically be implemented. Failure to reach an agreement shall not be justification to postpone issuance of the patent.

- 3) Request amendment of the ROW to convert the perpetual ROW to a perpetual easement. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees, and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual easement. Issuance of a perpetual easement shall require a one-time payment of rental (determined by the appraisal for the land disposal action) and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW.

Please be aware that an easement shall be granted **only** if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the easement, and Atlantic Richfield Company would succeed to the interest of the United States in all matters relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between Atlantic Richfield Company and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not conveyed and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

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You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose Option 3, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. A separate application must be submitted for each ROW that you wish to amend. For an easement application, a separate easement plat must be submitted for the portion of each ROW within each sale parcel. The easement plat(s) must comply with the requirements of State law and local ordinances for preparation of survey plats and document recording. Suggested plat guidelines are available upon request. If the easement plat is not submitted with the application, it must be received in this office no later than 60 days after the publication of the Notice of Realty Action in the FEDERAL REGISTER for the proposed conveyance. Failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed conveyance, including issuance of the patent, and will subject the amendment application to rejection.

This shall be the only opportunity to select one of the above options, and any requested change after the 60-day time period shall not be considered. If a complete written response is not received in this office within 60 days from receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact Kira Lay, Realty Specialist, at (775) 885-6080, email KLay@blm.gov, or at the above address.

Sincerely,



Victoria Wilkins
Acting Field Manager
Sierra Front Field Office

Enclosure

Nevada State Office
Room 3008 Federal Building
300 Booth Street
Reno, Nevada 89502

February 21, 1975

D E C I S I O N

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant: N-10366

Name and address of grantee: City of Yerington
c/o Harvey Pinkerton, Mayor
P.O. Box 479
Yerington, Nevada 89447

Map showing location and dimensions
of grant:

Map designation: None

Date filed: July 3, 1974

Permitted use by grantee: Water Storage Tank, Pipeline and
Access Road

Authority for grant: Act of February 15, 1901 (31 Stat. 790;
43 U.S.C. 959)

Regulations applicable to grant:

Code reference: 43 CFR 2800 & 2873

Circular number: 2322 & 2328

Date of grant: February 21, 1975

Expiration of grant: None

Rental: None

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of grant.
2. All applicable regulations cited, including but not limited to 43 CFR 2801.1-5(m) which states: "That the right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States."
3. Filing of proof of construction within five years of date of grant in accordance with 43 CFR 2802.2-2.
4. Compliance with Title VI of the Civil Rights Act of 1964 as contained in Appendix A attached hereto.
5. Permittee shall survey and clearly mark the exterior limits of the right-of-way. All activities directly or indirectly associated with the construction or maintenance of this water storage tank, pipeline and access road, must be conducted within the limits of the right-of-way.

Pursuant to 43 CFR 2801.1-5, the District Manager, Carson City, Nevada, has the authority to conduct all business with the grantee with respect to use of lands and disposition of resources, and the grantee is requested to contact the above-designated official prior to the beginning of construction.

(SGD) A. JOHN HILLSAMER

A. John Hillsamer, Chief
Lands & Minerals Operations

Enclosure (1)
Encl. 1: Appendix A

cc: DM, Carson City
ADOUGHERTY:aef 2/21/75

Appendix A

- (1) The grantee covenants and agrees that it will comply with provisions of Title VI of the Civil Rights Act of 1964, and that it will not, for the period during which the property conveyed by this instrument is used for water storage tank, pipeline, and access road purposes, or for another purpose involving the provision of similar services or benefits, engage in any discriminatory actions prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee or in the case of transfer of the property granted herein, any transferee, for the period of this grant.
- (2) The grantee further agrees that it will not transfer the property conveyed by this instrument for the purpose designated in paragraph (1) hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, Bureau of Land Management, that it will comply with provisions of paragraph (1) hereof.
- (3) The grantee agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revest in the United States title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph (1) hereof during the term of this grant.
- (4) The grantee agrees that as long as property conveyed hereby is used for the purpose designated in paragraph (1) hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant.
- (5) The grantee agrees that in the event of a violation or failure to comply with the requirements imposed by paragraph (1), the United States may seek judicial enforcement of such requirements.
- (6) The grantee agrees, upon request of the Secretary of the Interior or his delegate, that it will post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Sierra Front Field Office
5665 Morgan Mill Road
Carson City, Nevada 89701
<http://www.blm.gov/nv>

In Reply Refer To:
NVN 089154
2800 (NVC02)

JAN 09 2020

Your Reference:
Yerington Water Transmission Pipeline

CERTIFIED MAIL – 7019 0700 0001 7303 6769 – RETURN RECEIPT REQUESTED

Mr. Jay Flakus
Public Works Director
City of Yerington
102 South Main Street
Yerington, Nevada 89447

Dear Mr. Flakus:

The Bureau of Land Management (BLM) issued right-of-way (ROW) grant NVN 089154 on March 15, 2011, for a water transmission pipeline in the Yerington area, Lyon County, Nevada. This letter is to advise that the following described public land which encompasses a portion of the above referenced ROW has been proposed for conveyance (BLM Serial Number NVN 097801) under the authority of Section 208 of the Federal Land Policy and Management Act of 1976 (FLPMA):

Mount Diablo Meridian, Nevada
T. 13 N., R. 25 E.,
sec. 9, E2SE, SWSE.

containing 5 acres, more or less, in Lyon County, Nevada.

Pursuant to the regulations contained in 43 CFR 2807.15(b), you are entitled to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed conveyance and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed conveyance will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

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The options for the portions of the ROW within the above-described lands are:

- 1) Maintain the ROW under its current terms and conditions, including expiration date (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States (take over responsibility for the ROW) in all matters relating to the management of the ROW within the patented area. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In order to renew your ROW upon expiration of the grant term, you would need to negotiate a new private ROW or easement with the owner of record.
- 2) Attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. The name and address of the prospective patentee is:

Brian Johnson
Liability Business Manager
Atlantic Richfield Company
201 Helios Way
Houston, TX 77079

You and Atlantic Richfield Company must jointly notify BLM at the above address in writing if an agreement is reached prior to patent issuance, and if so, the patent shall not be issued subject to the ROW. If an agreement cannot be reached prior to patent issuance, Option 1 above (the status quo) shall automatically be implemented. Failure to reach an agreement shall not be justification to postpone issuance of the patent.

- 3) Request amendment of the ROW to convert the term of the ROW to perpetuity. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees, and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual ROW. Issuance of an amendment grant shall require a one-time payment of rental in accordance with the regulations contained in 43 CFR Subpart 2806 and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time rental payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis.

Please be aware that a perpetual ROW shall be granted **only** if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the perpetual ROW, and Atlantic Richfield Company would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a

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civil matter between Atlantic Richfield Company and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not conveyed and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

- 4) Request amendment of the ROW to convert the ROW to a perpetual easement. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees, and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual easement. Issuance of a perpetual easement shall require a one-time payment of rental (determined by the appraisal for the land disposal action) and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis.

Please be aware that an easement shall be granted **only** if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the easement, and Atlantic Richfield Company would succeed to the interest of the United States in all matters relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between Atlantic Richfield Company and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not conveyed and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose either Option 3 or Option 4, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. A separate application must be submitted for each ROW that you wish to amend. For an easement application, a separate easement plat must be submitted for the portion of each ROW within each sale parcel. The easement plat(s) must comply with the requirements of State law and local ordinances for preparation of survey plats and document recording. Suggested plat guidelines are available upon request. If the easement plat is not submitted with the application, it must be received in this office no later than 60 days after the publication of the Notice of Realty Action in the FEDERAL REGISTER for the proposed conveyance. Failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed conveyance, including issuance of the patent, and will subject the amendment application to rejection.

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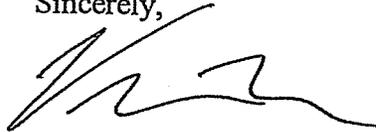
* PARTIAL

This shall be the only opportunity to select one of the above options, and any requested change after the 60-day time period shall not be considered. If a complete written response is not received in this office within 60 days from receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact Kira Lay, Realty Specialist, at (775) 885-6080, email KLay@blm.gov, or at the above address.

Sincerely,



Victoria Wilkins
Acting Field Manager
Sierra Front Field Office

Enclosure

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Sierra Front Field Office

Serial Number
NVN 089154

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (describe) _____

2. Nature of Interest:

a. By this instrument, the holder City of Yerington, 102 S. Main St. Yerington, NV 89447 receives a right to construct, operate, maintain, and terminate a water transmission pipeline on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Mount Diablo Meridian

T. 13 N., R. 25 E.,
sec. 9, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ (within).

Record Posted	Date	By
MT Plat	3/17/11	MF
OG Plat		
USE Plat		
HI Plat		
CDI Filing		

- b. The right-of-way or permit area granted herein is 120 feet wide, 1,800 feet long and contains 5.0 acres, more or less. If a site type facility, the facility contains n/a acres.
- c. This instrument shall terminate on December 31, 2040, n/a years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated n/a, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

[Signature], Mayor
(Signature of Holder)

Douglas Homestead

Linda Huntsberger, City Clerk
(Title)

Linda Huntsberger

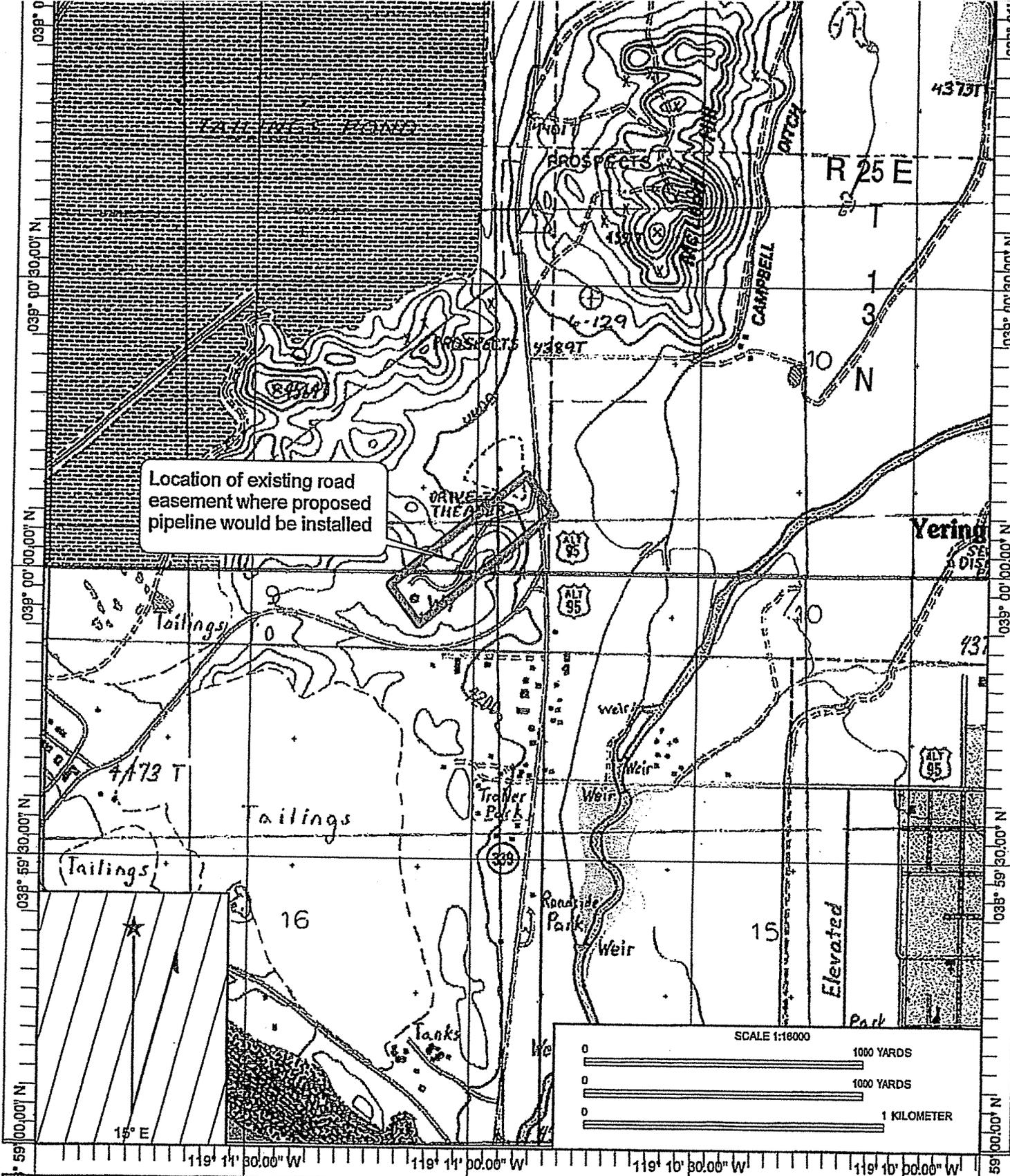
February 22, 2011
(Date)

[Signature]
(Signature of Authorized Officer)

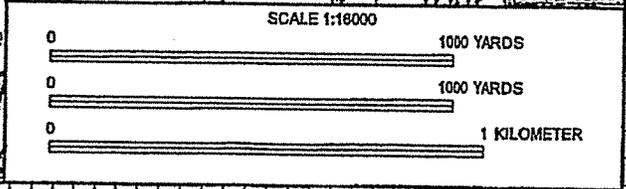
Manager, Sierra Front Field Office

(Title)

Mar 15, 2011
(Effective Date of Grant)



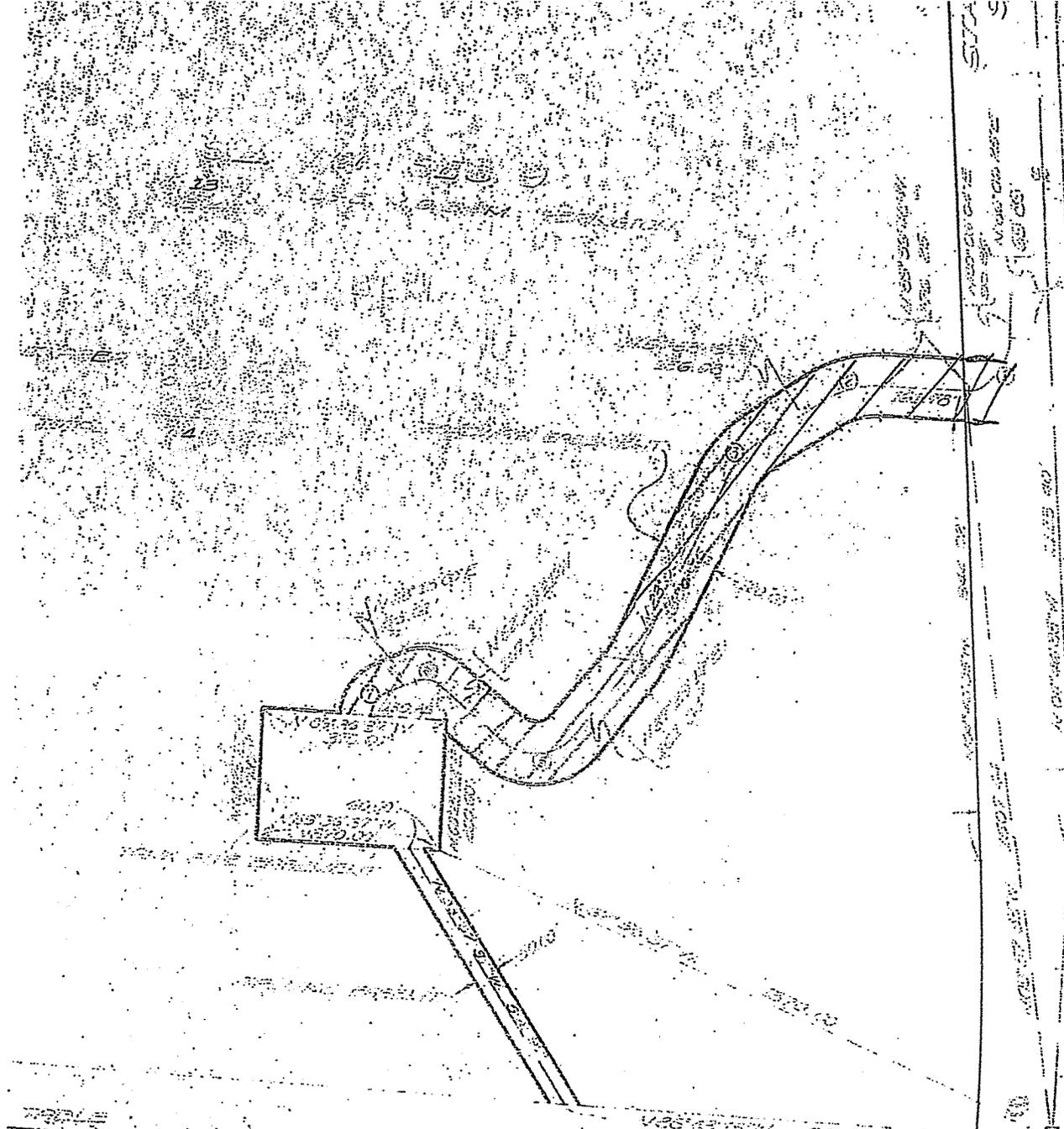
Location of existing road easement where proposed pipeline would be installed



Name: MASON BUTTE
 Date: 7/1/2010
 Scale: 1 inch equals 1333 feet

Location: 039° 00' 00.64" N 119° 10' 53.66" W
 Ci

ROW NVN 089154



NO.	DESCRIPTION	AMOUNT
1
2
3
4
5
6
7
8
9
10

PRIVATE LANDS

T13N
R25E

EXISTING ROW
NVN 010366

PROPOSED WATERLINE
LOCATION

(PORTION OF ORIGINAL ROW MAP NVN 010366)



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Sierra Front Field Office
5665 Morgan Mill Road
Carson City, Nevada 89701
<http://www.blm.gov/nv>

In Reply Refer To:
NVN 078019
2800 (NVC02)

JAN 09 2020

Your Reference:
Willowcreek Water Pipeline

CERTIFIED MAIL – 7019 0700 0001 7303 6769 – RETURN RECEIPT REQUESTED

Mr. Jay Flakus
Public Works Director
City of Yerington
102 South Main Street
Yerington, Nevada 89447

Dear Mr. Flakus:

The Bureau of Land Management (BLM) issued right-of-way (ROW) grant NVN 078019 on February 10, 2034 for a 12" buried water pipeline in the Yerington area, Lyon County, Nevada. This letter is to advise that the following described public land which encompasses a portion of the above referenced ROW has been proposed for conveyance (BLM Serial Number NVN 097801) under the authority of Section 208 of the Federal Land Policy and Management Act of 1976 (FLPMA):

Mount Diablo Meridian, Nevada
T. 13 N., R. 25 E.,
sec. 4, SESE;
sec. 9, SENE, E2SE.

containing 3.65 acres, more or less, in Lyon County, Nevada.

Pursuant to the regulations contained in 43 CFR 2807.15(b), you are entitled to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed conveyance and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed conveyance will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

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The options for the portions of the ROW within the above-described lands are:

- 1) Maintain the ROW under its current terms and conditions, including expiration date (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States (take over responsibility for the ROW) in all matters relating to the management of the ROW within the patented area. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In order to renew your ROW upon expiration of the grant term, you would need to negotiate a new private ROW or easement with the owner of record.
- 2) Attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. The name and address of the prospective patentee is:

Brian Johnson
Liability Business Manager
Atlantic Richfield Company
201 Helios Way
Houston, TX 77079

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civil matter between Atlantic Richfield Company and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not conveyed and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

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Please be aware that an easement shall be granted **only** if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the easement, and Atlantic Richfield Company would succeed to the interest of the United States in all matters relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between Atlantic Richfield Company and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not conveyed and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

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This shall be the only opportunity to select one of the above options, and any requested change after the 60-day time period shall not be considered. If a complete written response is not received in this office within 60 days from receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact Kira Lay, Realty Specialist, at (775) 885-6080, email KLay@blm.gov, or at the above address.

Sincerely,



Victoria Wilkins
Acting Field Manager
Sierra Front Field Office

Enclosure

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* PARTIAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT
SERIAL NUMBER N-78019

1. *A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).*

2. *Nature of Interest:*

a. *By this instrument, the holder:*

*Lyon County Utilities
P.O. Box 1699
Dayton, NV 89403*

receives a right to construct, operate, maintain, and terminate a 12" buried water pipeline across public lands described as follows:

Mount Diablo Meridian

*T. 13 N., R. 25 E.,
sec. 4, SE $\frac{1}{4}$ SE $\frac{1}{4}$,
sec. 9, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.*

The right-of-way area granted herein is 30 feet wide, 5,300 feet long, containing 3.65 acres, more or less.

- b. *This instrument shall terminate on February 10, 2034 thirty years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.*
- c. *This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.*
- d. *Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument,*

to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assignees, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

2. *Rental:*

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

3. *Terms and Conditions:*

- a. *This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations Part 2800.*
- b. *This grant may be reviewed at any time deemed necessary by the authorized officer.*
- c. *This grant shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years.*
- d. *The map set forth in Exhibit A, attached hereto, is incorporated into and made a part of this grant instrument as fully and effectively as if it was set forth herein in its entirety.*
- e. *Failure of the holder to comply with applicable law or any provision of this grant shall constitute grounds for suspension or termination thereof.*
- f. *The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.*
- g. *The grant is subject to all valid rights existing on the effective date of the grant.*
- h. *The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.*
- i. *In case of change of address, the holder shall immediately notify the authorized officer.*

- j. *Any cultural (historic or prehistoric site or object) or paleontological resource or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the permit holder, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the authorized officer by telephone, followed by written confirmation. The permit holder shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the authorized officer.*

For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the permit holder. Operations may resume only upon written authorization to proceed from the authorized officer.

For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the permit holder must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the authorized officer. The holder is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the permit holder.

- k. *Construction sites shall be maintained in a sanitary condition at all times, waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, used petroleum products, ashes, and equipment.*
- l. *Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the authorized officer.*
- m. *Holder shall limit excavation to the areas of construction. No borrow areas for fill material will be permitted on the site. All off-site borrow areas must be approved in writing by the authorized officer in advance of excavation. All waste material resulting from construction or use of the site by holder shall be removed from the site. All waste disposal sites on public land must be approved in writing by the authorized officer in advance of use.*
- n. *The holder shall recontour disturbed areas, or designated sections of the right-of-way by grading, to restore the site to approximately the original contour of the ground as determined by the authorized officer.*

- o. *As directed by the authorized officer, all right-of-way segments shall be stabilized by providing a well-drained surface by water baring, maintaining drainage, and any additional measures necessary to minimize erosion and other damage to the right-of-way or the surrounding public land.*
- p. *Six months prior to termination of the grant, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination and rehabilitation plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.*

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

[Signature]
(Signature of Holder)

Charles P. Pope
(Signature of Authorized Officer)

PUBLIC WORKS DIRECTOR
(Title)

*Assistant Manager
Nonrenewable Resources*
(Title)

02/12/04
(Date)

2/11/04
(Effective Date of Grant)



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Sierra Front Field Office
5665 Morgan Mill Road
Carson City, Nevada 89701
<http://www.blm.gov/nv>

In Reply Refer To:
NVN 093475
2800 (NVC02)

JAN 09 2020

Your Reference:
Sunset Hills Water Tank

CERTIFIED MAIL – 7019 0700 0001 7303 6769 – RETURN RECEIPT REQUESTED

Mr. Jay Flakus
Public Works Director
City of Yerington
102 South Main Street
Yerington, Nevada 89447

Dear Mr. Flakus:

The Bureau of Land Management (BLM) issued right-of-way (ROW) grant NVN 093475 on December 17, 2014, for a water tank and buried pipeline in the Yerington area, Lyon County, Nevada. This letter is to advise that the following described public land which encompasses a portion of the above referenced ROW has been proposed for conveyance (BLM Serial Number NVN 097801) under the authority of Section 208 of the Federal Land Policy and Management Act of 1976 (FLPMA):

Mount Diablo Meridian, Nevada
T. 13 N., R. 25 E.,
sec. 5, lots 1 thru 3.

containing 3.26 acres, more or less, in Lyon County, Nevada.

Pursuant to the regulations contained in 43 CFR 2807.15(b), you are entitled to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed conveyance and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed conveyance will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA*, NEVADA*, OREGON*
* PARTIAL

The options for the portions of the ROW within the above-described lands are:

- 1) Maintain the ROW under its current terms and conditions, including expiration date (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States (take over responsibility for the ROW) in all matters relating to the management of the ROW within the patented area. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In order to renew your ROW upon expiration of the grant term, you would need to negotiate a new private ROW or easement with the owner of record.
- 2) Attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. The name and address of the prospective patentee is:

Brian Johnson
Liability Business Manager
Atlantic Richfield Company
201 Helios Way
Houston, TX 77079

You and Atlantic Richfield Company must jointly notify BLM at the above address in writing if an agreement is reached prior to patent issuance, and if so, the patent shall not be issued subject to the ROW. If an agreement cannot be reached prior to patent issuance, Option 1 above (the status quo) shall automatically be implemented. Failure to reach an agreement shall not be justification to postpone issuance of the patent.

- 3) Request amendment of the ROW to convert the term of the ROW to perpetuity. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees, and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual ROW. Issuance of an amendment grant shall require a one-time payment of rental in accordance with the regulations contained in 43 CFR Subpart 2806 and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time rental payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis.

Please be aware that a perpetual ROW shall be granted **only** if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the perpetual ROW, and Atlantic Richfield Company would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a

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CALIFORNIA*, NEVADA*, OREGON*

* PARTIAL

civil matter between Atlantic Richfield Company and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not conveyed and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

- 4) Request amendment of the ROW to convert the ROW to a perpetual easement. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees, and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual easement. Issuance of a perpetual easement shall require a one-time payment of rental (determined by the appraisal for the land disposal action) and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis.

Please be aware that an easement shall be granted **only** if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the easement, and Atlantic Richfield Company would succeed to the interest of the United States in all matters relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between Atlantic Richfield Company and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not conveyed and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose either Option 3 or Option 4, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. A separate application must be submitted for each ROW that you wish to amend. For an easement application, a separate easement plat must be submitted for the portion of each ROW within each sale parcel. The easement plat(s) must comply with the requirements of State law and local ordinances for preparation of survey plats and document recording. Suggested plat guidelines are available upon request. If the easement plat is not submitted with the application, it must be received in this office no later than 60 days after the publication of the Notice of Realty Action in the FEDERAL REGISTER for the proposed conveyance. Failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed conveyance, including issuance of the patent, and will subject the amendment application to rejection.

This shall be the only opportunity to select one of the above options, and any requested change after the 60-day time period shall not be considered. If a complete written response is not received in this office within 60 days from receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact Kira Lay, Realty Specialist, at (775) 885-6080, email KLay@blm.gov, or at the above address.

Sincerely,



Victoria Wilkins
Acting Field Manager
Sierra Front Field Office

Enclosure

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
BLM - Sierra Front Field Office

Serial Number
NVN 093475 - Amended

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder City of Yerington, 102 South Main Street, Yerington, Nevada 89477 receives a right to construct, operate, maintain, and terminate a 12" buried water line, 500,000 gallon water tank, access road w/ utility on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Mount Diablo Meridian, Nevada
T. 13 N., R. 25 E.,
sec. 5, lots 1, 2 and 3; (amended portion)
sec. 6, lot 3;
T. 14 N., R. 25 E.,
sec. 31, lot 4 and SE $\frac{1}{4}$ SW $\frac{1}{4}$.

- b. The right-of-way or permit area granted herein is * see below feet wide, * see below feet long and contains 5.91 acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall terminate on December 31, 2044, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, A2, A3, A4, and B, dated 10/17/14, 12/1/14, 4/13/15, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

* Length, Width, and Acreage Description

Original Grant issued 12/17/2014:

- 1) Water Tank: 200' wide, 180' long, 0.83 acres
- 2) Utility Line, Pipeline, and Access road: 35' wide, 1,200' long, 0.96 acres
- 3) Temporary work area for storage: 125.5' long, 208.25' wide, 0.60 acres

Amended Grant

- 1) Utility Line, Pipeline:
 - 40' wide, 2,365.35' long, 2.17 acres
 - 35' wide, 1,048.24' long, 0.84 acres
 - 30' wide, 721.45' long, 0.50 acres

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Dan Newell
(Signature of Holder)

[Signature]
(Signature of Authorized Officer)

City Manager
(Title)

Sierra Front Field Manager
(Title)

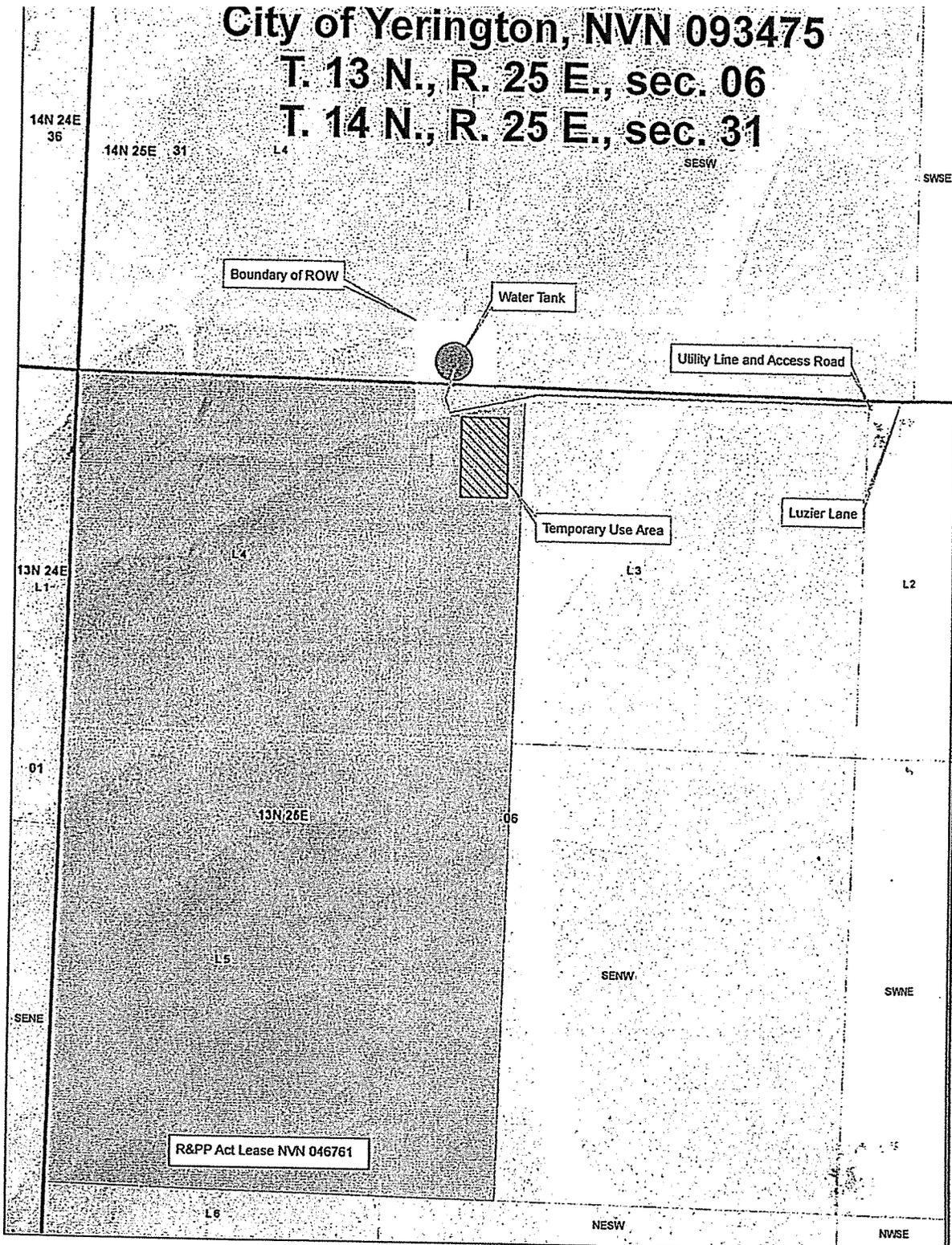
6-10-15
(Date)

6-18-15
(Effective Date of Grant)

City of Yerington, NVN 093475

T. 13 N., R. 25 E., sec. 06

T. 14 N., R. 25 E., sec. 31



Legend

- Pipe
- ▨ Proposed Tank
- ▤ RoW
- ▧ Archery Club Parcel

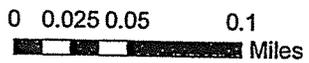
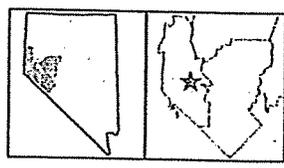


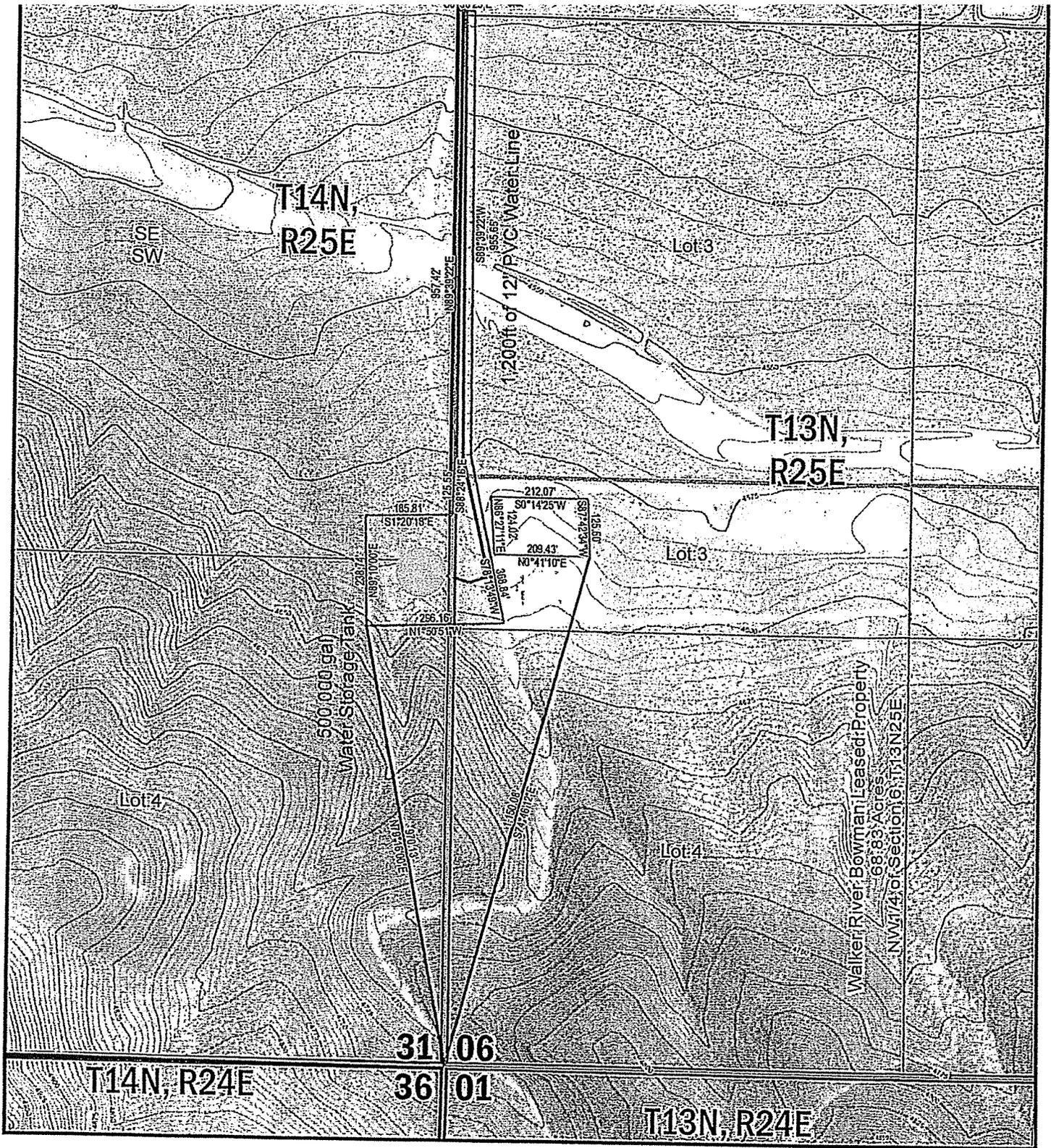
EXHIBIT A

Carson City District Project Area



United States Department of the Interior
Bureau of Land Management
Carson City District Office
5665 Morgan Mill Rd.
Carson City, NV. 89701
(775) 855-6000
Map Produced by
Shaine Skipman on
December 1, 2016

No Warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.



Legend

- Proposed Permit Boundary
- Tie Line
- Leased Property
- Parcel Boundary
- Water Tank
- 12" Water Line
- Township Range
- Sections
- Lot
- Elevation Data
- 25ft Index
- 5ft Intermediate

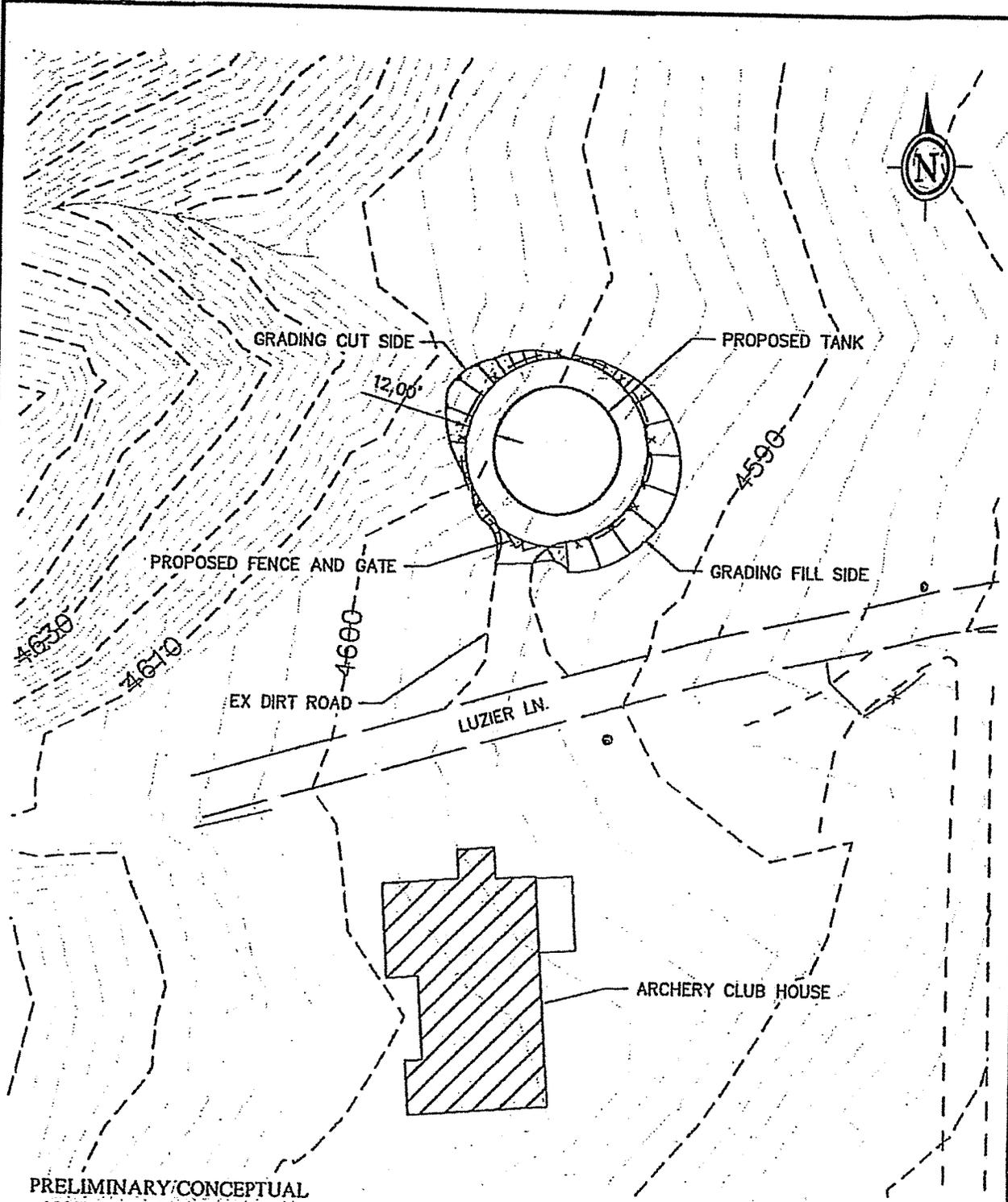
PROPOSED YERINGTON-SUNSET HILLS TANK SITE
BLM PERMITTING
 014-401-013

Map produced by:
FARR WEST
 ENGINEERING
 10/17/2014

0 150 300 600 Feet

Exhibit A2

NVN 093475



PRELIMINARY/CONCEPTUAL
NOT FOR CONSTRUCTION

SCALE: 1" = 60'-0"

FARR WEST
ENGINEERING
5442 LONGLEY LANE, SUITE A
RENO, NEVADA 89511
PHONE: (775) 851-4788
FAX: (775) 851-0768

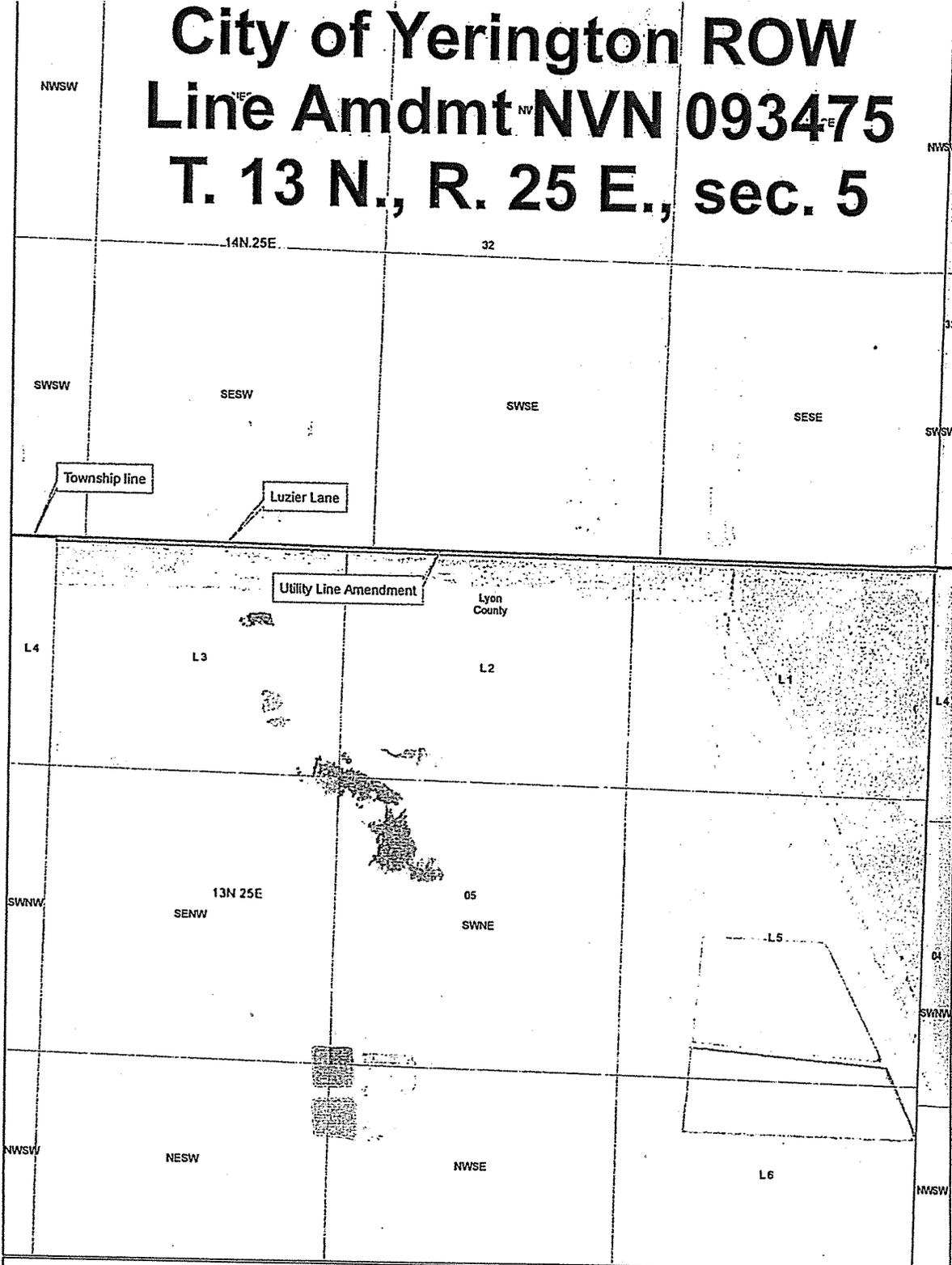
CITY OF YERINGTON
SUNSET HILLS TANK SITE

CITY OF YERINGTON **Exhibit A3** NEVADA

SHEET EX 1

NVN 093475

City of Yerington ROW Line Amdmt NVN 093475 T. 13 N., R. 25 E., sec. 5



Legend

- NVN_093475_Line_Amdment
- Land Status NV
- Agency
 - Bureau of Land Management
 - Private

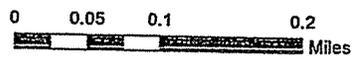
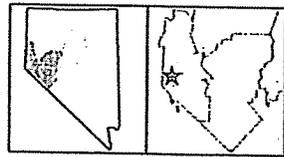


Exhibit A4

Carson City District Project Area



United States Department of the Interior
Bureau of Land Management
Carson City District Office
5665 Morgan Mill Rd.
Carson City, NV. 89701
(775) 865-8000

Map Produced by
Shane Skypson
April 18, 2018

No Warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

Grant NVN 093475
Exhibit B
Special Stipulations

- a. The grant is subject to all valid rights existing on the effective date of the grant.
- b. In case of change of address, the holder shall immediately notify the authorized officer.
- c. Any cultural (historic or prehistoric site or object) or paleontological resources or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the holder, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the authorized officer by telephone, followed by written confirmation. The holder shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the authorized officer.

For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the holder. Operations may resume only upon written authorization to proceed from the authorized officer.

For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the holder must stop activities in the immediate vicinity of the discovery and protect it from activities for 30 days or until notified to proceed by the authorized officer. The holder is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the holder.

- d. Construction sites shall be maintained in a sanitary condition at all times; waste material at those sites shall be disposed of promptly at an appropriate waste disposal site.
- e. The holder shall maintain the ROW in a safe, usable condition, as directed by the authorized officer.
- f. The holder shall be responsible for continued noxious weed control within the limits of the ROW in consultation with the BLM or the appropriate local authority.
- g. In the event that the public land underlying the ROW encompassed in this grant, or portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the ROW, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including

the regulations in Title 43 CFR parts 2800 and 2880, as well as any rights to have the holder apply to the BLM for amendments, modifications, or assignments and for the BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the ROW, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW holder.

- h. Six months prior to termination of the grant, the holder shall contact the authorized officer to arrange a joint inspection of the ROW. This inspection will be held to agree to an acceptable termination and rehabilitation plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.
- i. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
- j. The City of Yerington is required to apply a color (see attached color chart CC-001: June 2008) that blends with the surrounding environment to minimize visual contrast as this project is located within Visual Resource Management Class III.



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Sierra Front Field Office
5665 Morgan Mill Road
Carson City, Nevada 89701
<http://www.blm.gov/nv>

In Reply Refer To:
NVN 075324
2800 (NVC02)

JAN 09 2020

Your Reference:
Weed Heights Water Tank

CERTIFIED MAIL – 7019 0700 0001 7303 6769 – RETURN RECEIPT REQUESTED

Mr. Jay Flakus
Public Works Director
City of Yerington
102 South Main Street
Yerington, Nevada 89447

Dear Mr. Flakus:

The Bureau of Land Management (BLM) issued right-of-way (ROW) grant NVN 075324 on April 16, 2002, for a water tank and buried pipeline in the Yerington area, Lyon County, Nevada. This letter is to advise that the following described public land which encompasses a portion of the above referenced ROW has been proposed for conveyance (BLM Serial Number NVN 097801) under the authority of Section 208 of the Federal Land Policy and Management Act of 1976 (FLPMA):

Mount Diablo Meridian, Nevada
T. 13 N., R. 25 E.,
sec. 28, NWNE, N2NW.

containing 3.69 acres, more or less, in Lyon County, Nevada.

Pursuant to the regulations contained in 43 CFR 2807.15(b), you are entitled to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed conveyance and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed conveyance will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN
CALIFORNIA*, NEVADA*, OREGON*
* PARTIAL

The options for the portions of the ROW within the above-described lands are:

- 1) Maintain the ROW under its current terms and conditions, including expiration date (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States (take over responsibility for the ROW) in all matters relating to the management of the ROW within the patented area. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In order to renew your ROW upon expiration of the grant term, you would need to negotiate a new private ROW or easement with the owner of record.
- 2) Attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. The name and address of the prospective patentee is:

Brian Johnson
Liability Business Manager
Atlantic Richfield Company
201 Helios Way
Houston, TX 77079

You and Atlantic Richfield Company must jointly notify BLM at the above address in writing if an agreement is reached prior to patent issuance, and if so, the patent shall not be issued subject to the ROW. If an agreement cannot be reached prior to patent issuance, Option 1 above (the status quo) shall automatically be implemented. Failure to reach an agreement shall not be justification to postpone issuance of the patent.

- 3) Request amendment of the ROW to convert the term of the ROW to perpetuity. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees, and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299), you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual ROW. Issuance of an amendment grant shall require a one-time payment of rental in accordance with the regulations contained in 43 CFR Subpart 2806 and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time rental payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis.

Please be aware that a perpetual ROW shall be granted **only** if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the perpetual ROW, and Atlantic Richfield Company would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a

civil matter between Atlantic Richfield Company and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not conveyed and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

- 4) Request amendment of the ROW to convert the ROW to a perpetual easement. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees, and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c.; and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual easement. Issuance of a perpetual easement shall require a one-time payment of rental (determined by the appraisal for the land disposal action) and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis.

Please be aware that an easement shall be granted **only** if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the easement, and Atlantic Richfield Company would succeed to the interest of the United States in all matters relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between Atlantic Richfield Company and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not conveyed and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose either Option 3 or Option 4, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. A separate application must be submitted for each ROW that you wish to amend. For an easement application, a separate easement plat must be submitted for the portion of each ROW within each sale parcel. The easement plat(s) must comply with the requirements of State law and local ordinances for preparation of survey plats and document recording. Suggested plat guidelines are available upon request. If the easement plat is not submitted with the application, it must be received in this office no later than 60 days after the publication of the Notice of Realty Action in the FEDERAL REGISTER for the proposed conveyance. Failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed conveyance, including issuance of the patent, and will subject the amendment application to rejection.

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA*, NEVADA*, OREGON*

* PARTIAL

This shall be the only opportunity to select one of the above options, and any requested change after the 60-day time period shall not be considered. If a complete written response is not received in this office within 60 days from receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact Kira Lay, Realty Specialist, at (775) 885-6080, email KLay@blm.gov, or at the above address.

Sincerely,



Victoria Wilkins
Acting Field Manager
Sierra Front Field Office

Enclosure

FORM 2800-14
(August, 1985)

Issuing Office
Carson City Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT
SERIAL NUMBER N-75324

1. *A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).*

2. *Nature of Interest:*

a. *By this instrument, the holder:*

*City of Yerington
P.O. Box 479
Yerington, NV 89447*

receives a right to construct, operate, maintain, and terminate a water tank, buried pipeline, and access road across public lands described as follows:

Mount Diablo Meridian

*T. 13 N., R. 25 E.,
sec. 28, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$.*

The right-of-way area granted herein is 300 feet by 300 feet for the water tank, 2,100 feet long, 30 feet wide for the buried pipeline, and 250 feet long, 30 feet wide for the access road, containing a total of 3.69 acres, more or less.

b. *This instrument shall terminate on April 15, 2032 thirty years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.*

c. *This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.*

d. *Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the*

holder, its successors, or assignees, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. *Rental:*

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. *Terms and Conditions:*

- a. *This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations Part 2800.*
- b. *This grant may be reviewed at any time deemed necessary by the authorized officer.*
- c. *This grant shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years.*
- d. *The maps titled "Mason Waterline Improvements", Figure's 1 & 2, dated December, 2001, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in its entirety.*
- e. *Failure of the holder to comply with applicable law or any provision of this grant shall constitute grounds for suspension or termination thereof.*
- f. *The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.*
- g. *The grant is subject to all valid rights existing on the effective date of the grant.*
- h. *The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.*
- i. *In case of change of address, the holder shall immediately notify the authorized officer.*

- j. *Any cultural (historic or prehistoric site or object) or paleontological resource or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the permit holder, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the authorized officer by telephone, followed by written confirmation. The permit holder shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the authorized officer.*

For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the permit holder. Operations may resume only upon written authorization to proceed from the authorized officer.

For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the permit holder must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the authorized officer. The holder is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the permit holder.

- k. *Construction sites shall be maintained in a sanitary condition at all times, waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, used petroleum products, ashes, and equipment.*
- l. *The holder shall comply with all applicable Federal, State and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous material, as defined in this paragraph, that will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under CERCLA of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the RCRA of 1976, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), U.S.C. 9601 (14), nor does the term include natural gas.*

- m. *The holder of Right-of-Way Grant No. N-75324 agrees to indemnify the United States against any liability rising from the release of any hazardous substances or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. Or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way, unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.*
- n. *The holder shall contact the authorized officer at least (5) working days prior to the anticipated start of construction or other surface disturbing activity. An on-site preconstruction conference with the holder and its contractors may be scheduled by the authorized officer to review the project and stipulations of this grant.*
- o. *The holder shall be responsible for continued noxious weed control within the limits of the right-of-way in consultation with BLM or the appropriate local authority.*
- p. *All above ground tank components, where feasible and not subject to safety requirements, shall be painted, by the right-of-way holder, to match the color of the existing water storage tank, which is adjacent to the site.*
- q. *During construction, the right-of-way holder shall limit placement of any cut material on the east side of the tank.*
- r. *At the completion of construction, dust palliative shall be applied to any BLM-managed public lands that have been disturbed during the project.*
- s. *Six months prior to termination of the grant, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination and rehabilitation plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.*

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.



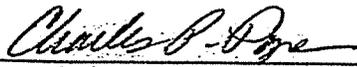
(Signature of Holder)

Douglas L. Homestead
Mayor

(Title)

4-8-02

(Date)



(Signature of Authorized Officer)

Assistant Manager
Nonrenewable Resources

(Title)

4/16/02

(Effective Date of Grant)

Temp. _____
USE Plat _____
HI Plat _____
Plating _____
9/15/02 _____
SC _____

