

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
Newlands Project, Nevada

CONSENT DOCUMENT TO UTILIZE EASEMENT AND ACCEPTANCE OF DESIGN
ELIMINATING TWO LATERALS

Issued to:

City of Fernley
595 Silver Lace BLVD
Fernley, NV 89408

Location:

Mount Diablo Meridian, Lyon County, Nevada
Township 20N, Range 24E, Section 13 NWSW

Pursuant to the City of Fernley (City) request as outlined in the MP-620 Application submitted on October 5, 2016 to relocate the TC-5 Lateral underground within the Bureau of Reclamation (Reclamation) easement; and to accept the design of the proposed underground lateral which eliminates the TC5-T1 and TC5-T4 turnouts, Reclamation and the Truckee-Carson Irrigation District (TCID) consent to and accept these requests subject to the below conditions:

1. **Underlying Fee Owner Permission.** Reclamation only owns an easement for the construction, operation and maintenance of the TC-5 Lateral and associated facilities. Reclamation does not own the real property. This consent constitutes Reclamation's determination that the proposed design is consistent with its easement. To the extent that Reclamation does not own fee title to the land, the City is responsible for securing permission of the underlying fee owner.
2. **Elimination of Turn-outs.** TCID does not object to elimination of the TC5-T1 and TC5-T4 turnouts as TCID has determined that the associated laterals are no longer used to deliver Newlands Project water (Project water). Reclamation does not object to the elimination of these turn-outs based upon TCID's determination. The City shall plug the openings to these laterals that will no longer receive Project water due to the elimination of the turn-outs.
3. **Acceptance of Design.** TCID and Reclamation accept the design of the TC-5 Lateral as prepared by the City's consulting engineer, NCE attached hereto as Exhibit A.
4. **Special Conditions.** All City work shall be done in a neat and workmanlike manner and to the reasonable satisfaction of the Area Manager, Bureau of Reclamation, Lahontan Basin Area Office, Carson City, Nevada, or their duly authorized representative.
 - a. All work shall be according to the design attached to this Consent Document as Exhibit A.
 - b. All work shall conform to applicable Federal, State, and local regulations.

- c. All work within rights-of-way, including restoration, must be completed within one (1) year of the date of issuance of this Consent Document or at such other interval as the Consentee may request in writing and receive concurrence, and shall be conducted as to not interfere with the delivery of irrigation water by TCID.
 - d. Any changes to project requirements in subsequent addendums, modifications, change orders, or items agreed to in construction meeting(s) which have the potential to adversely affect United States facilities shall be submitted by the City and be subject to approval by Reclamation, and upon approval are hereby included and made a part hereof.
 - e. The City shall completely fill the current TC5 lateral in those areas where the TC5 lateral will be buried.
 - f. The City shall reimburse TCID/LBAO's cost for inspecting the construction of the TC5 lateral and associated facilities.
 - g. The City shall add TCID/LBAO as a beneficiary or added insured to the maintenance bond or warranty to secure repairs to or replacement of the Project or its components.
 - h. In the event that TCID or Reclamation later determines that the TC5-T1 and T4 turnouts are needed, the City will consent to and cooperate with the construction of those turnouts.
 - i. The City shall provide TCID and Reclamation with a set of as-built drawings at the conclusion of the City's construction project.
5. **Discovery of Cultural Resources.** The City shall immediately provide an oral notification to Reclamation's authorized officer of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on Reclamation lands. The City shall follow up with a written report of their finding(s) to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. The City shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the City. When Reclamation's authorized official is notified of a cultural resources discovery, he/she shall immediately notify the appropriate cultural resources professional.
6. **Severability.** Each provision of this consent document shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this consent document shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the consent document as a whole.

7. **Hold Harmless Clause.** The City hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the City's activities under this agreement. In the operation and maintenance of the TC-5 lateral and associated features, Reclamation and TCID shall not be responsible for damages to the City's facilities.

8. In the event that the design, construction and/or operation of the underground lateral fails to perform as well as the current lateral, the City will modify the constructed lateral upon written notice from either TCID or Reclamation to remedy the deficiency.

9. Upon reasonable notice to the City, Reclamation and TCID shall have the right to perform work on the buried lateral and associated features, and may close or reduce usage of Hardie Lane during the time of this work.

10. The City of Fernley shall either provide a bond paying for the maintenance for one year following substantial completion of the Hardie Lane project, or shall add TCID and Reclamation as additional beneficiaries/insureds under the City's maintenance bond with its contractor.

Execution on behalf of your company in the space provided below shall be conclusively determined to be an acceptance of the above conditions.

By: 

Rena Ballew (Printed Name)
 City of Fernley
 595 Silver Lace Blvd.
 Fernley, NV 89408
 Date: 3/30/2018

TRUCKEE-CARSON IRRIGATION DISTRICT

UNITED STATES OF AMERICA

Rusty D. Jardine, Esq., Project Manager
 P.O. Box 1356
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 Fallon, Nevada 89407
 Date: _____

Rena Ballew, Resources Division Manager
 Lahontan Basin Area Office
 Bureau of Reclamation
 705 N. Plaza Street, Room 320
 Carson City, Nevada 89701
 Date: _____

Gary Ogren
 Civil Engineer/Newlands Project