

OFFICIAL RECORD

Requested By:

DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: 1420-28-001-009

Date: FEBRUARY 24, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 0.00
BK-0211 PG- 4825 RPTT: 0.00



Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

RIGHT OF ENTRY #2011.037

(Title of Document)

FILED

2011.037

2011 FEB 24 AM 10:54

APN 1420-28-001-009

After Recordation Return to:
NV Energy
Land Operations
PO Box 10100
Reno, NV 89520

Attn: Richard Pyatt

Proj #: 000038571E

REC'D DEPT. OF REVENUE
BY: [Signature]

RIGHT OF ENTRY

This Right-of-Entry (the "Agreement") is made and effective as of the date of the last Party's signature. This Agreement is between DOUGLAS COUNTY, a political subdivision of the State of Nevada ("Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation doing business as NV Energy ("Grantee"). Grantor and Grantee are sometimes individually referred to as a "Party" and may collectively be referred to as the "Parties."

RECITALS

A. Grantor is the owner of the real property commonly known as 3051 Heybourne Road, Douglas County, Nevada, and by Douglas County Assessor's Parcel Number 1420-28-001-009, including the area of land more particularly described in Exhibit "A" attached hereto (the "License Area").

B. Grantee is a public utility as defined by the Nevada Revised Statutes and seeks Grantor's permission to place guy wires, anchors and other incidental objects within the License Area.

C. Grantor desires to grant, and the Grantee desires to acquire, a temporary license for Grantee to enter the License Area to construct, operate, maintain, or remove anchors, guy wires and other incidental objects.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the Grantor and Grantee hereby agree as follow:

WITNESSETH

- I. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein.
- II. **Temporary Right-of-Entry.** Grantor grants to Grantee a non-transferable license to enter the License Area more particularly described in Exhibit "A" for the purpose of installing anchors, guy wires, and other incidental objects necessary for the lateral support

of Grantee's power transmission lines located adjacent to the License Area. Upon at least 24 hours prior written notice to the Grantor, Grantee may exercise the rights granted to Grantee under this Agreement and enter the License Area.

III. Term. This Right-of-Entry will expire on March 30, 2011.

IV. Notice. Notice shall be served upon either Party (a) by personal service, (b) by Federal Express or other recognized overnight delivery service, whereupon service shall be deemed complete the next business day; or (c) by mailing a copy thereof by certified or registered mail, with return receipt requested, whereupon service shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt or the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notice(s) shall be sent are as follows:

Grantor: Douglas County Community Development
Attn: Donette Barreto, P.E.
P.O. Box 218
Minden, Nevada 89423
Office: (775) 782-6211
Cell: (775) 691-0001

Grantee: NV Energy
Attn: Matt Gingerich, PLS
Address: P.O. Box 10100 Reno, Nevada 89520
Phone: (775) 834-4567

The name and address information above may be changed from time to time by notice served, as herein above provided, by either Party upon the other Party.

V. Standard of Care. Grantee will include the implementation of safeguard practices to minimize damage to the bedding and pipe associated with the existing sanitary sewer force main. Grantee will meet with a Grantor representative prior to the commencement of work to review such safeguard practices. Grantor will monitor, inspect and approve Grantee's work, as it deems appropriate.

VI. Compliance with Laws. Grantee must fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort relating to the rights granted to it pursuant to this Right-of-Entry.

VII. Damages. Grantee will be responsible for any damages proximately caused by Grantee entering the License Area including, without limitation, any court costs or attorney's fees incurred by Grantee.

VIII. Governing Law. This Right-of-Entry shall be construed and enforced in accordance with the laws of the State of Nevada and Douglas County Code. The

Parties agree the appropriate jurisdiction for any litigation relating to or arising out of this Right-of-Entry is the Ninth Judicial District Court in and for Douglas County, State of Nevada. There shall be no presumption for or against the drafter in interpreting or enforcing this agreement.

IX. Non-Transferable. This Right-of-Entry is not transferrable and any assignment or attempted assignment of this Right-of-Entry or any of the rights granted herein shall be null and void.

X. Timeline. The Grantee will provide the Grantor, in writing, a detailed timeline for the work Grantee anticipates it will conduct within the License Area including a start and anticipated completion date before entering the License Area.

GRANTOR:

DOUGLAS COUNTY,
a Political Subdivision of the State of Nevada

By: Mahmood Azad 22 Feb 2011
Mahmood Azad, P.E., Date
Douglas County Engineer
Community Development

GRANTEE:

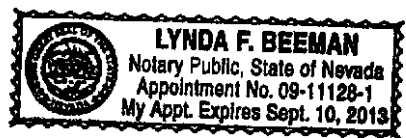
SIERRA PACIFIC POWER COMPANY,
a Nevada corporation d/b/a NV Energy

By: James R. Saavedra 2-16-11
James R. Saavedra, P.E., Date
Director, Land Services

STATE OF NEVADA)
)ss.
COUNTY OF Clark)

This instrument was acknowledged before me on February 19, 2011 by James R. Saavedra, P.E. as Director of Land Services for Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy.

Lynda F. Beeman
Signature of Notarial Officer



Seal Area



**EXHIBIT A
LEGAL DESCRIPTION
EASEMENT**

DOUGLAS COUNTY
APN 1420-29-001-009

A portion of Section 20, Township 14 North, Range 20 East, M.D.M., County of Douglas, State of Nevada, more particularly described as follows:

Commencing at a found brass cap marking the northwest corner of Parcel 1 as shown on Record of Survey 44253 as recorded on May 6, 1980 in the Official Records of Douglas County;

THENCE South 79°41'11" East, 225.86 feet to the POINT OF BEGINNING;

THENCE South 88°09'54" East, 72.94 feet to the west line of a 100' wide utility easement granted to Sierra Pacific by J.B. Dangberg 1953;

THENCE along said easement, North 06°17'09" East, 17.84 feet;

THENCE continuing along said easement, North 09°28'04" East, 7.26 feet;

THENCE leaving said easement, North 87°26'11" West, 72.32 feet;

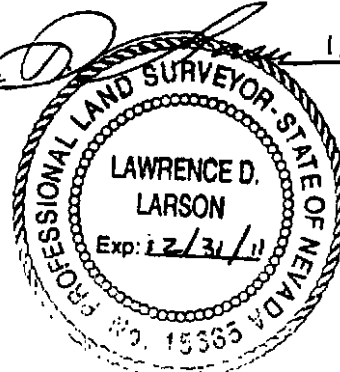
THENCE South 08°23'22" West, 26.07 feet to the POINT OF BEGINNING;

This easement contains 1,845 square feet of land, more or less.

Basis of Bearings: NAD 83(94)-Nevada State Plane Coordinate System-West Zone.

All as shown on attached Exhibit Map,
and hereby made a part of this description

Prepared by Lawrence D. Larson P.L.S.
NVEnergy
P.O. Box 10100
Reno, NV. 89520





COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Feb 24 2011
Hanson Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol M. Hullock Deputy