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Doc Number: **0847520**

08/06/2014 03:13 PM

OFFICIAL RECORDS

Requested By  
NV ENERGY

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 Of 11 Fee: \$ 24.00  
Bk: 0814 Pg: 1215



Deputy ar

RECORDING REQUESTED BY:

**NV Energy**

WHEN RECORDED RETURN TO:

**NV Energy**

**Property Services (S4B20)**

**P.O. Box 10100**

**Reno, NV 89520**

C30-


APN 1022-00-002-010

WORK ORDER # LR8691XENV

Grant of Easement for Electric  
Grantor : Nevada Division of State Lands

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

The undersigned hereby affirms that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

  
\_\_\_\_\_  
Nate Hastings  
Right of Way Agent



WL-19, BRB, 4868/14127  
A.P.N.: 1022-00-002-010  
Douglas County

When recorded mail to:

Property Services  
NV Energy  
P.O. Box 10100, MS S4B20  
Reno, NV 89520-0024

(and)

The Division of State Lands  
901 S. Stewart Street Suite 5003  
Carson City, NV. 89701-5246

**NON-EXCLUSIVE UTILITY EASEMENT**

This Non-Exclusive Utility Easement is made and entered into this 25<sup>th</sup> day of July, 2014 by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS, on behalf of the NEVADA DEPARTMENT OF WILDLIFE, hereinafter referred to as GRANTOR, and SIERRA PACIFIC POWER COMPANY, a Nevada Corporation, d/b/a NV ENERGY, hereinafter referred to as GRANTEE:

**WITNESSETH:**

WHEREAS, The United States of America granted to the Nevada Fish and Game Commission 120 acres through Patent Number 1198422 dated October 2, 1959, subject to Bureau of Land Management right-of-way grant CC-024600 for an electric line, and

WHEREAS, The Bureau of Land Management transferred File Number CC-024600 known as Topaz Lake Gate House property to The Department of Agriculture,

United States Forest Service (USFS Permit No. 4501-24) on April 26, 1989 with an expiration date of 4/9/2001, and

WHEREAS, The Department of Agriculture United States Forest Service (USFS Permit No. 4501-24) expired on April 9, 2001 and Sierra Pacific Power Company, d.b.a. NV Energy, wishes to obtain a electric line easement for the existing electric line from the State of Nevada.

IN CONSIDERATION of mutual covenants contained herein, GRANTOR does hereby grant and convey to GRANTEE, an easement and right-of-way to construct, place, alter, maintain, inspect, repair, reconstruct, and operate and to finally remove underground and/or above-ground communication facilities and electric systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, switch cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements upon, over, under, across, and through that certain property situate in Douglas County, as shown on Exhibit "A", attached hereto and by reference made a part hereof, together with the right of access to, ingress to and egress from said electric systems.

IN FURTHER CONSIDERATION for the granting of this easement, GRANTEE, its successors and assigns and/or contractors understand and agree to the following specific conditions:

1. **PREMISES:** See Exhibit "A", attached hereto and by reference made a part hereof.
2. **CONDITION OF PREMISES:** The GRANTOR retains the right to fence, plant, pave, maintain or improve and to so use said property for its own purposes so long as such use is consistent with the National Electrical Safety Code and GRANTEE'S electrical practices and does not interfere with the rights herein granted. GRANTOR shall not permit the construction or

placement of any structures within the easement without the written consent of GRANTEE.

3. **CONSIDERATION:** The “use fee”, as determined by the State Land Registrar for this NON-EXCLUSIVE UTILITY EASEMENT, is \$250.00 annually.
4. **PERMITS:** GRANTEE, its successors and assigns, and/or its contractor(s) understands and agrees that this easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.
5. **INDEMNIFICATION:** To the extent allowed by law, if any person, governmental agency, or other entity that is not a party to this Non-Exclusive Utility Easement commences a proceeding or makes a claim against a party to the Non-Exclusive Utility Easement (referred to as the “**Indemnified Party**”) and if the claim arises from and/or is based upon a party’s negligent or intentional acts or omissions (referred to as the “**Responsible Party**”), then the Responsible Party will indemnify the Indemnified Party from the claim.
6. **NO WAIVER OF LIABILITY:** Neither GRANTOR/GRANTEE will waive and each intends to assert available statutory limitations in all cases, including, without limitations, the provision of Nevada Revised Statutes Chapter 41. Notwithstanding anything to the contrary, GRANTEE is not liable to GRANTOR for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits, in connection with this Non-Exclusive Utility Easement.
7. **FACILITIES:** Should any of the GRANTEE’S facilities within said easement be required to be relocated or repaired as a result of changes in grade, as a result of other construction by GRANTOR within the easement, or because GRANTOR requests that the facilities be relocated or removed,

GRANTOR or its successors and assigns shall bear the full cost of such relocation, repair, and/or removal.

- 8. **NOTICES:** Any notices, requests or instruction deemed by either GRANTOR or GRANTEE to be given to the other shall be given in writing and are to be mailed by certified mail with return receipt requests, as follows:

If to Nevada Department of Wildlife to: **Nevada Department of Wildlife  
1100 Valley Road  
Reno, Nevada 89512**

With a copy to:

**STATE OF NEVADA  
Division of State Lands  
901 S. Stewart St. Suite 5003  
Carson City, Nevada 89701**

If to GRANTEE:

**NV ENERGY  
Lands Services M/S S4B20  
P.O. Box 10100  
Reno, NV 89520-0024**

- 9. **MAINTENANCE:** GRANTEE, its successors and assigns, will be responsible for all maintenance of the electrical facilities owned by GRANTEE and within the easement and understands and agrees that these electrical facilities must be maintained in good repair at all times based on GRANTEE'S standard operation and maintenance practices.
- 10. **ENTIRE AGREEMENT:** This Non-Exclusive Utility Easement and conditions incorporated herein contains all of the agreements between the parties with respect to the matters contained herein. No other prior agreement, understanding or verbal statement made by any party is a part

hereof. No provisions of the Non-Exclusive Utility Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Utility Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

- 11. **TERM AND DISCONTINUATION:** The easement granted by GRANTOR, as described more particularly herein, shall continue so long as GRANTEE determines that the same is necessary and required for its electrical systems. If GRANTEE discontinues use of the easement for a period of one (1) year and determines the easement is no longer required for future operation of its electrical system, GRANTOR may terminate the Non-Exclusive Utility Easement after GRANTOR requests and obtains a written relinquishment of the Non-Exclusive Utility Easement from GRANTEE. GRANTEE has the right to abandon in place all underground communication facilities and electrical systems (“**Abandoned Facilities**”). All of GRANTEE’S right, title and interest in the easement and the Abandoned Facilities shall revert to GRANTOR, its successors and assigns, and GRANTOR and GRANTEE shall have no further obligations to and rights with respect to the other under this Non-Exclusive Utility Easement except for obligations that arose before the relinquishment under Section 5 above and those rights under Section 6 above.

**This Non-Exclusive Utility Easement does not become effective until a fully executed copy is returned to the Division of State Lands.**

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

**GRANTOR:**

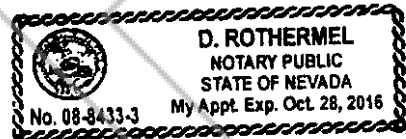
**STATE OF NEVADA  
Division of State Lands**

By Charles Donohue  
**CHARLES DONOHUE**  
Acting Administrator and Ex-Officio  
State Land Registrar

STATE OF NEVADA        )  
                                  :SS  
CITY OF CARSON CITY    )

On July 25, 2014 personally appeared before me, a notary public CHARLES DONOHUE, Acting Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document on this date

D. Rothermel  
**NOTARY PUBLIC**



**APPROVED**

**Nevada Department of Wildlife**

By Tony Wasley  
**TONY WASLEY**  
Director

Date: 7/3/14

**APPROVED as to Form:**

**CATHERINE CORTEZ MASTO**  
**Attorney General**

By: Kevin Benson  
**KEVIN BENSON**  
Deputy Attorney General

Date: 7-14

**GRANTEE:**

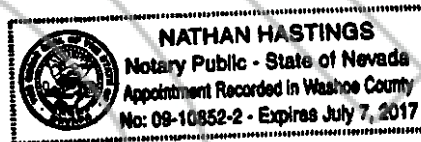
**SIERRA PACIFIC POWER COMPANY d/b/a NV ENERGY**

By:   
MATT E. GINGERICH  
Manager, Property Services

STATE OF NEVADA        )  
  :SS  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on July 11, 2014 by Matt E. Gingerich, Manager, Property Services, of Sierra Pacific Power Company d/b/a NV Energy.

  
NOTARY PUBLIC







BK 0814  
PG 1223  
8/6/2014

**W.O. LR8691XENV**  
State of Nevada Fish and Game Commission  
APN: 1022-00-002-010

**EXHIBIT "A"**  
**EASEMENT**

A portion of the South half of Section 28, Township 10 North, Range 22 East, M.D.M., Douglas County, Nevada; situated within the Parcel of land described in the Bureau of Land Management Land Patent Number 1198422; more particularly described as follows:

An easement, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

Commencing at a Found ¾" Pipe marking the Southeast corner of said Parcel;

Thence North 89°11'32" West, 2184.76 feet along the Southerly boundary of said Parcel to the centerline of an existing overhead power line and the POINT OF BEGINNING;

Thence North 69°07'21" West, 605.15 feet;

Thence North 83°18'52" West, 984.37 feet;

Thence North 85°09'55" West, 263.48 feet more or less to the Westerly boundary of said Parcel and the terminus of this description.

The sidelines of said easement are to be extended or truncated as to meet at angle points and terminate on the Westerly and Southerly boundaries of the Grantor.

Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

Said Easement contains 27795 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is the Nevada State Plane Coordinate System, West Zone.



3-21-14

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EXHIBIT A-1

U.S. FOREST SERVICE  
APN: 1022-00-002-006

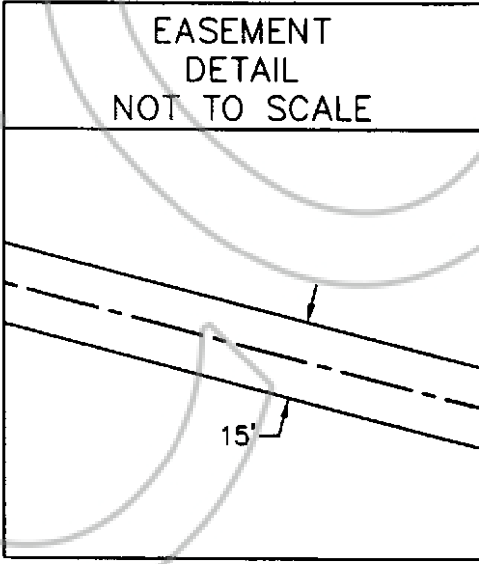
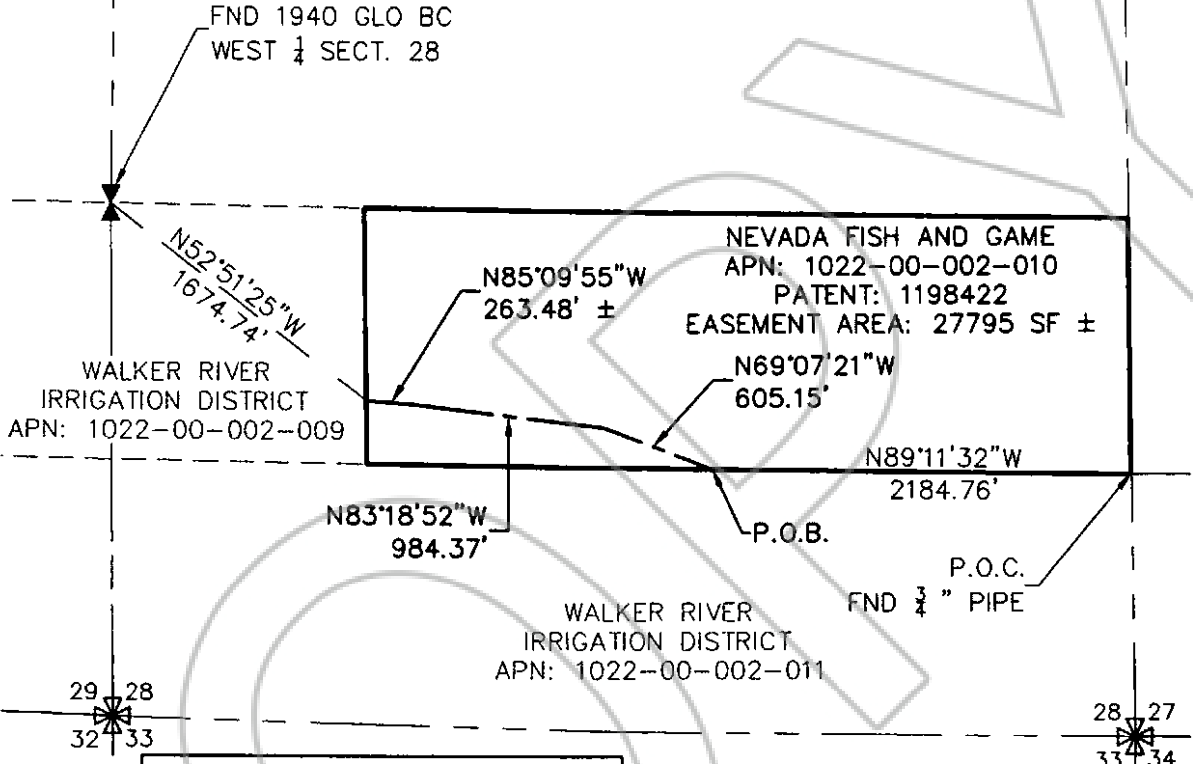
FND 1940 GLO BC  
WEST 1/4 SECT. 28

WALKER RIVER  
IRRIGATION DISTRICT  
APN: 1022-00-002-009

NEVADA FISH AND GAME  
APN: 1022-00-002-010  
PATENT: 1198422  
EASEMENT AREA: 27795 SF ±

WALKER RIVER  
IRRIGATION DISTRICT  
APN: 1022-00-002-011

FND 3/4" PIPE



SCALE: 1" = 1000'

S:\Survey\LAND PROJECTS\Topaz Lake - State Lands Easement\dwg\  
Topaz Lake - State Lands NSPW.dwg <|25679> 21Mar14-12:25

	6100 NEIL RD. RENO, NV 89511 775-834-4011
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EXHIBIT MAP  
EASEMENT  
STATE OF NEVADA FISH AND GAME COMMISSION  
A.P.N.: 1022-00-002-010  
SEC. 28, T. 10 N., R. 22 E., M.D.M.  
DOUGLAS COUNTY NEVADA

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BK: 0814  
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8/6/2014

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1022-00-002

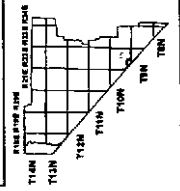


SCALE: 1" = 2,500'  
REVSD 12/10/2013

S 1/2 TWP

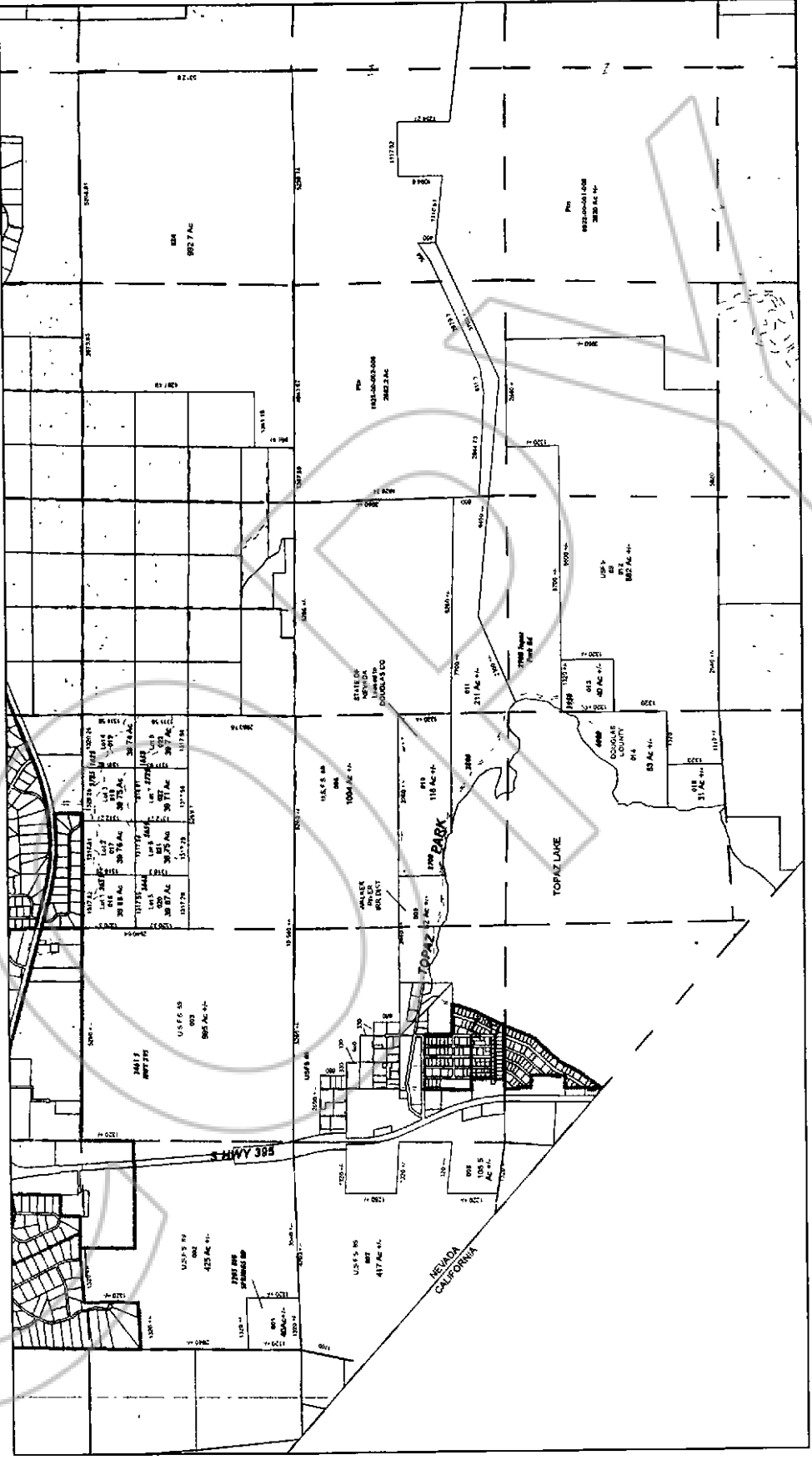
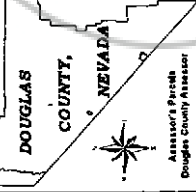
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7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

T 10 N R 22 E



**Map Legend**

	Parcel Boundary	001	Parcel Number
	Subdivision Boundary	110	Parcel Sub/Seq Number
	Easements - See Recorded Documents	10A	Parcel Acreage
	Town Boundary	0 L R A	Parcel Block Number
	Township/Range/Section	1	Parcel Lot Number
	Open Space/Conservation Easements	100	Parcel Address



NOTE: This map is prepared for the use of the Douglas County Assessor, for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.