

Assessor's Parcel Number: 1320-008-002-007

Date: APRIL 20, 2015

Recording Requested By:

Name: BOBBI THOMPSON, MINDEN-TAHOE AIRPORT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

DOUGLAS COUNTY, NV **2015-860619**
This is a no fee document
NO FEE **04/21/2015 08:54 AM**
MINDEN-TAHOE AIRPORT Pgs=12



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KAREN ELLISON, RECORDER

**GRANT OF PERMANENT EASEMENT
AND AGREEMENT #2015.075**

(Title of Document)

FILED

NO. 2015.075

2015 APR 20 AM 11:17

DOUGLAS COUNTY
CLERK

BY  DEPUTY

APN(s): 1320-008-002-007

WHEN RECORDED MAIL TO:
Minden Tahoe Airport
1146 Airport Road
Minden, NV 89423

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

GRANT OF PERMANENT EASEMENT AND AGREEMENT

This Grant of Permanent Easement and Agreement (this "Agreement") is entered into on this 16th day of April, 2015, between the DOUGLAS COUNTY, MINDEN-TAHOE AIRPORT, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation d/b/a NV Energy, with its principal office at P.O. Box 10100 MS S4B20, Reno, NV 89520 (hereinafter referred to as "Grantee").

RECITALS

A. Grantor owns the parcel of real property commonly known as Minden-Tahoe Airport (the "Airport").

B. Grantee desires to utilize approximately 14,696 square feet of the portion of the Airport more particularly described on Exhibit A attached hereto and made a part hereof ("Easement Area") to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line 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, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the Property legally described and generally depicted in Exhibit A attached hereto and by this reference made a part of this Grant of Easement;

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises described herein, Grantor and Grantee agree as follows:

1. Recitals. The recitals above are true and correct and are hereby incorporated by reference.

2. Non-exclusive Easement. The Federal Aviation Administration prohibits the granting of an exclusive easement on federally funded airport properties, such as the Minden-Tahoe Airport. Grantor is granting a non-exclusive easement to Grantee.

3. Right of Access. Solely to carry out the purpose of this Grant of Easement, and subject to the prior coordination of such work with Grantor, Grantee shall have, at all times, vehicular and pedestrian ingress and egress to and from the Easement Area. Grantee shall coordinate its access to the Easement Area with Grantor to ensure that Grantee is not interfering with the Airport Activities (as hereinafter defined).

4. Work. Grantee shall perform, or cause to be performed, all work in connection with the Easement, the Property and the Utility Facilities in a good and workmanlike manner and in compliance with all applicable local, state and federal laws.

5. Damage to Property. Grantee shall be responsible for any damage to real or personal property or improvements suffered by Grantor or any other person by reason of the construction, operation, adding to, modifying, maintaining and removal of the Utility Facilities by or on behalf of Grantee. Any and all disturbances of the property shall require a return of the surface to previous or better than before condition by Grantee.

6. Airport Activities. Grantee acknowledges that (i) Grantor operates a general aviation airport at the Airport, (ii) Grantor has a perimeter fence and road surrounding the Airport Operations Area (AOA) at the Airport. Grantee further acknowledges (a) the existence of the Airport Activities on and about the Property, (b) confirms that the Airport Activities are not inconsistent with Grantee's use of the Property, and (c) that the existence and performance of the Airport Activities on and about the Property will not interfere with or endanger the Utility Facilities. Furthermore, notwithstanding anything to the contrary contained herein, Grantee agrees that the Easement and its use of the Property will not interfere with the Airport Activities, and Grantor shall have the right to restrict Grantee's access to and from the Property and Grantee's use of the Easement as Grantor may reasonably determine, in its sole and absolute discretion.

7. Obstructions. Grantor shall not erect or construct, nor permit to be erected or constructed, any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said Easement.

8. Removal of Debris. Subject to Grantee's agreement to coordinate the following activities with Grantor before commencement of such activities, Grantee shall have the right to remove or clear any and all, combustible materials, trees, brush, debris, or any other similar obstructions from the Property, which in the reasonable judgment of Grantee may interfere with or endanger the construction, operation, adding to, modifying, maintaining and removal of said Utility Facilities.

9. Liens. Grantee shall not permit any claim, lien, or other encumbrance arising from the construction, operation, adding to, modifying, maintaining and removal of the Utility Facilities or Grantee's use of the Easement to accrue against or attach to the Property or the interest of Grantor in the Airport. Grantee shall pay when due all claims for labor and materials furnished or alleged to have been furnished to or for Grantee at or for use on the Property which claims are or may be secured by any mechanic's or materialmen's lien against the Property or any interest therein. Grantee shall give Grantor notice of Grantee's entering into a contract with a contractor for the construction or installation of any improvement within seventy-two (72) hours of entering such contract, to enable Grantor to properly file a Notice of Nonresponsibility, should Grantor elect to do so.

A. In the event, despite the foregoing provisions, a mechanic's or materialmen's lien attaches to the Property as a result of any improvement, and Grantee in good faith, contests the validity of any such mechanic's or materialmen's lien, claim or demand, then Grantee shall, at its sole expense, defend and protect itself, Grantor, its Trustees, officers, agents, and employees, the Property and Airport against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Grantor, its Trustees, officers, agents, and employees, the Property or Airport.

B. If Grantor requires, Grantee shall furnish to Grantor a surety bond satisfactory to Grantor in an amount equal to one and one-half times the amount of such contested lien claim or demand or as otherwise required by law, indemnifying Grantor, its Trustees, officers, agents and employees against liability for the same as required by law for the holding of the Property free from the effect of such lien or claim.

10. Grantor Use of the Property. Grantor retains the right to:

A. Use the surface and subsurface areas of the Property to the extent that such use is not incompatible with Grantee's use of the Property and does not violate the National Electrical Safety Code. Such use includes, but is not limited to, allowing other utility lines and services to be installed over, under, across, and within the Property, provided those utility lines and services do not materially and adversely interfere with Grantee's use of the Property.

B. Install, maintain, repair and replace streets and roads and other surface improvements on the Property to the extent that the same is not incompatible with Grantee's use of the Property and does not violate the National Electrical Safety Code.

11. Exculpation. Grantor, its Trustees, officers, agents and employees shall not be liable to Grantee, its officers, directors, shareholders, investors, creditors, lenders, agents, employees, invitees or licensees, for any injury or damage whatsoever that may

result to any person or property by or from any cause whatsoever, except as may be caused by the negligence or willful misconduct of Grantor, its Trustees, officers, agents and employees; under no circumstance shall Grantor, its Trustees, officers, agents and employees ever be responsible for consequential damages to Grantee, regardless of how such damages arise or are incurred by Grantee.

12. Third-Party Noncompliance. Grantor, its Trustees, officers, agents and employees shall not be liable to Grantee, its officers, directors shareholders, investors, creditors, lenders, agents, employees, invitees or licensees, for any actual or alleged violation of or noncompliance with any statute, regulation, ordinance, order, judgment and/or decree by any Airport tenant, user, or any other third party, except as otherwise expressly provided herein.

In particular, but without limitation, Grantor has no duty to Grantee to ensure, assure, warrant, guarantee or to take any action relating to or in connection or conjunction with the compliance or performance, as applicable, of any other Airport tenant or user with or of any statute or the like or any term of such tenant's or user's contract with Grantor, nor any other duty relating to or in connection or conjunction with the actual or alleged violation, breach, nonperformance or other noncompliance by such tenant or user of or with any statute or the like or any term of such contract, and shall have no liability to Grantee, its officers, directors shareholders, investors, creditors, lenders, agents, employees, invitees or licensees therefore. Grantee shall not be a third party beneficiary of such contract, nor shall Grantor have any duty to Grantee to enforce such contract.

13. Notice of Claim. The parties shall give each other prompt, timely written notice of any claim, demand or the like which in any way affects or might affect the other Party arising out of this Agreement, the Easement or the Property, and may compromise and/or defend against that claim, demand or the like to the extent of its interest therein.

14. Notice. Any communication, notice or demand of any kind whatsoever that either party may be required or may desire to give to or serve upon the other shall be in writing, addressed to the party at the addresses set forth below, and delivered by personal service, by Federal Express or other reputable overnight delivery service, or by facsimile transmission:

15. If to Grantor: Minden-Tahoe Airport

1146 Airport Road
Minden, NV 89423
Attn: Airport Manager
Telephone No.: 775-782-9871
Facsimile No.: 775-782-9872

If to Grantee: Property Services,
 NV Energy
 P.O. Box 10100 MS S4B420
 Reno, NV 89520

Any such notice shall be deemed delivered as follows: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by Federal Express or other reputable overnight courier service, the date of delivery to the address of the person to receive such notice; or (iii) if sent by facsimile transmission, on the business day transmitted to the party to receive such notice if sent by 5:00 p.m., on such business day, and the next business day if sent after 5:00 p.m., or on a day other than a business day. Any notice sent by facsimile transmission must be confirmed by either (a) sending by Federal Express or other reputable overnight delivery service a copy of the notice sent by facsimile transmission, or (b) receipt of a return facsimile from the other party acknowledging receipt of notice. Any party may change its address for notice by written notice given to the other at least five (5) calendar days before the effective date of such change in the manner provided in this Paragraph.

15. Miscellaneous.

A. Successors and Assigns; Assignment. The terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties; provided, however, this Agreement, and the rights herein granted may be assigned by Grantee only with the express written consent of Grantor, which consent shall not be unreasonably withheld.

B. Applicable Law. This Agreement, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of Nevada, without regard to principles of conflict of laws.

C. Venue; Jurisdiction; Jury Trial Waiver. The parties agree that any legal action or other proceeding relating to this Agreement which may be brought by one party against the other party in a court of law shall be commenced and prosecuted in the courts of the State of Nevada, County of Douglas, and each party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim. The parties further agree that each waives, to the extent such waiver is legal and lawful, the right to a trial by jury.

D. Attorneys' Fees and Expenses. In the event suit, proceeding or action is instituted to enforce any of the terms, covenants or conditions of this Agreement

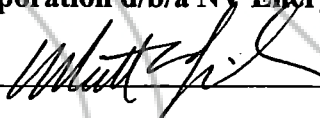
or litigation concerning the rights and duties of the parties to this Agreement, or to recover any amounts due hereunder, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court or proceeding officer may adjudge reasonable as attorney's fees in such suit or action, in both trial court and appellate court.

E. Entire Agreement. This Agreement, together with the Exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof, and all other representations or statements heretofore made, verbal or written, are merged herein.

F. Amendment. This Agreement may be amended only in writing executed by duly authorized representatives of the hereto, and recorded in the real property records of Douglas County, Nevada, at a date subsequent to the date of this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement to be effective as of the day and year first above written.

Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy

By: 

Print Name: MATT GINGTICH

Title: MANAGER LAND RESOURCES

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on April 2, 2015, by
Matt Gingerich,
Manager, Property Services of NV Energy,
as

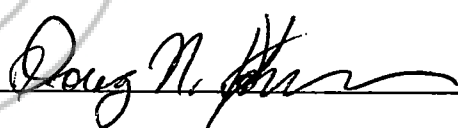


Notary Public

My Commission Expires: 7-7-17



**MINDEN-TAHOE AIRPORT
DOUGLAS COUNTY BOARD OF COMMISSIONERS**

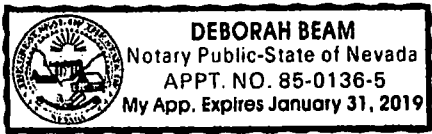
By: 

Print Name: Doug N. Johnson

Title: Chairman

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on April 16, 2015, by
Doug N Johnson



Deborah Beam
Notary Public

My Commission Expires: January 31, 2019

EXHIBIT A

LEGAL DESCRIPTION FOR A UTILITY EASEMENT FOR NV ENERGY

A fifteen (15) foot wide strip of land situated in the Northeast Quarter of Section 17, Township 13 North, Range 20 East, Mount Diablo Meridian, in Douglas County, Nevada, lying seven and a half (7.5) feet on either side of a centerline which is more particularly described as follows:

COMMENCING at a 1.5" aluminum cap stamped "1/4 PLS 3579" marking the center one-quarter corner of said Section 17;

THENCE, North 00°34'41" East, a distance of 1197.49 feet along the center section line of said Section 17;

THENCE, South 89°25'19" East, a distance of 55.00 feet to **POINT OF BEGINNING** on the easterly edge of the right-of-way for Heybourne Road;

THENCE, South 88°34'24" East, a distance of 71.88 feet to an existing utility vault;

THENCE, North 88°25'14" East, a distance of 446.69 feet;

THENCE, North 43°27'39" East, a distance of 333.14 feet;

THENCE, North 44°20'07" West, a distance of 128.04 feet to the **POINT OF TERMINATION**;

The sidelines of said easement are to be lengthened or shortened so as to terminate upon the end lines.

Containing 14,696 square feet of land, more or less.

BASIS OF BEARING:

North was established with GPS observations (Nevada State Plane Coordinates, West Zone, NAD83) of NDOT monument "FAA MEVA"

Prepared by:

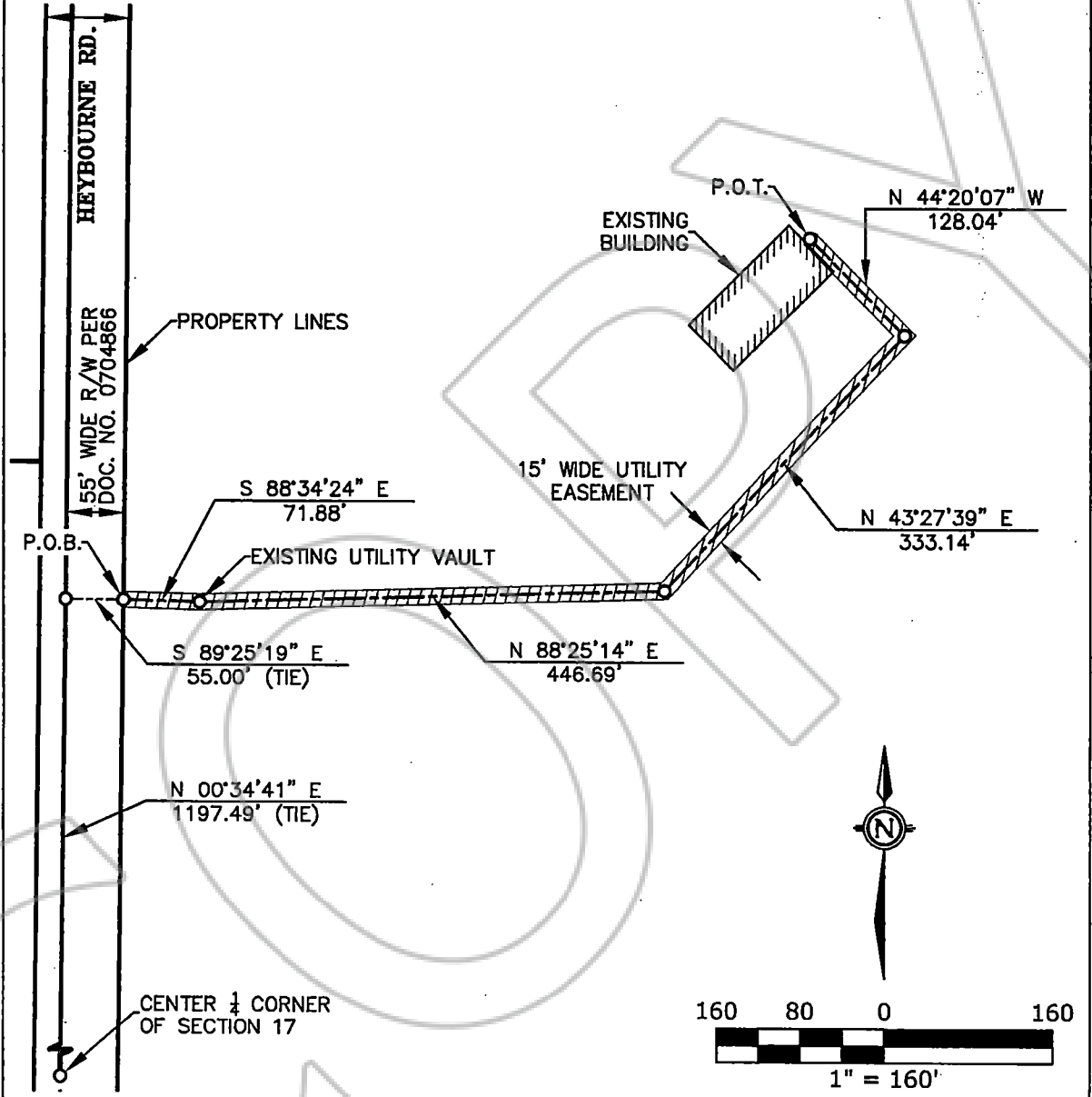
Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
227 Vine Street
PO Box 3299
Reno, Nevada, 89505



12-22-14

BASIS OF BEARING:
 NORTH WAS ESTABLISHED WITH GPS
 OBSERVATIONS (NEVADA STATE PLANE
 COORDINATES, WEST ZONE, NAD83) OF NDOT
 MONUMENT "FAA MEVA"

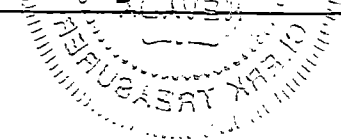
TOTAL AREA OF EASEMENT:
 14,696 SQ. FT. ±



P.O. Box 3299
 Reno, NV 89505
 p. 775.786.5111
 f. 775.786.5114
 www.usgeomatics.com

EXHIBIT A1
UTILITY EASEMENT
NV ENERGY
A PORTION OF THE NE 1/4 OF
SECTION 17, T. 13 N., R. 20 E., M.D.M.
DOUGLAS COUNTY **NEVADA**

SHEET
 1
 of
 1



COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of April, 20 15

By [Signature] Deputy

