



FOR-44, JDS
Interest: 15670
Contract: 4994
Project: 6390
Douglas County
APNs: 1022-00-002-010

Recording requested by & return to:
Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, NV 89701-5246



KAREN ELLISON, RECORDER

NON-EXCLUSIVE EASEMENT AMENDMENT

**SIERRA PACIFIC POWER COMPANY
ELECTRIC LINE ADJUSTMENT**

THIS NON-EXCLUSIVE EASEMENT AMENDMENT, made and entered into this 28th day of February, 2019, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, and the State Land Registrar, for and on behalf of the DIVISION OF FORESTRY, 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, GRANTOR granted a Non-Exclusive Easement to GRANTEE dated July 25, 2014 and recorded as Document No. 0847520 on August 6, 2014 in the Official Records of Douglas County, for the purpose of obtaining an electric line easement for an

existing electric line associated with that certain property situate and lying within Douglas County, further described as Assessor's parcel number 1022-00-002-010 and;

WHEREAS, the GRANTOR received an application dated November 28, 2018 proposing to amend Document No. 0847520 to adjust the electric line just out of the current 15' easement alignment towards Topaz Park Road; and

WHEREAS, this Non-Exclusive Easement Amendment shall modify the original legal description to cover the proposed relocation of the electric line, resulting in a revised legal description as depicted in EXHIBIT A, attached hereto and by reference made a part hereof; and

WHEREAS, the GRANTOR reserves the right to re-assess and adjust the Non-Exclusive Easement fees for the electric line every FIVE (5) years to reflect any change in value during the term of the Non-Exclusive Easement [per NRS 321.003(2), 322.060(2)]; and

WHEREAS, GRANTOR recently completed a rental re-evaluation and determined that the annual use fee for the Non-Exclusive Easement has not changed.

NOW THEREFORE, GRANTOR agrees to amend the Non-Exclusive Easement as follows:

FOR AND IN CONSIDERATION of this Non-Exclusive Easement, GRANTEE, along with its successors and assigns, hereby agrees to pay a use fee in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per year to the State of Nevada beginning on or before July 25, 2019 and on or before July 25th each year thereafter. The State of Nevada reserves the right to reassess and adjust the use fee every FIVE (5) years.

The annual use fee shall be paid in advance to GRANTOR and shall be due on or before the due date as provided herein. Any payment made after this due date shall be subject to a late payment fee in the amount of TWENTY FIVE AND NO/100 DOLLARS (\$25.00). If fees, including late fees, become more than SIXTY (60) days in arrears, the Non-Exclusive Easement may be terminated by GRANTOR.

All other terms and conditions of the Non-Exclusive Easement remain in full force and effect, with no other changes, modifications or amendments thereto.

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W.O. 3001483233

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 ¾" Pipe marking the Southeast corner of said Parcel;

THENCE North 89°11'32" West, 2184.76 feet along the southerly line 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°09'57" West, 1249.20 feet more or less to the Westerly line 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 to terminate on the Southerly and Westerly lines 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 27,815 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.

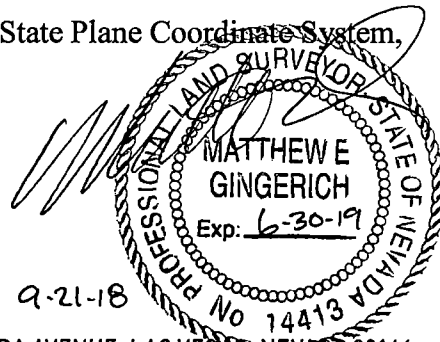
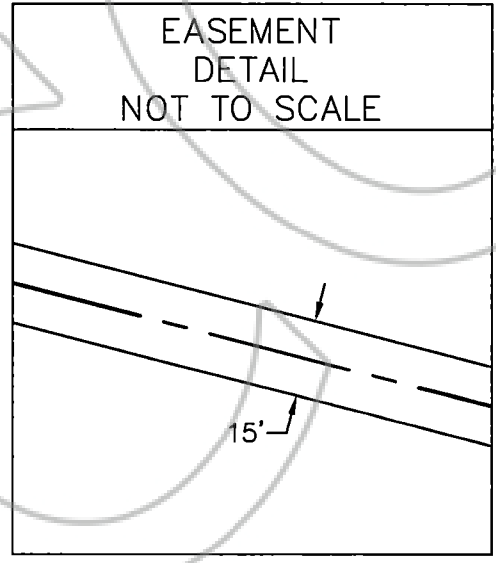
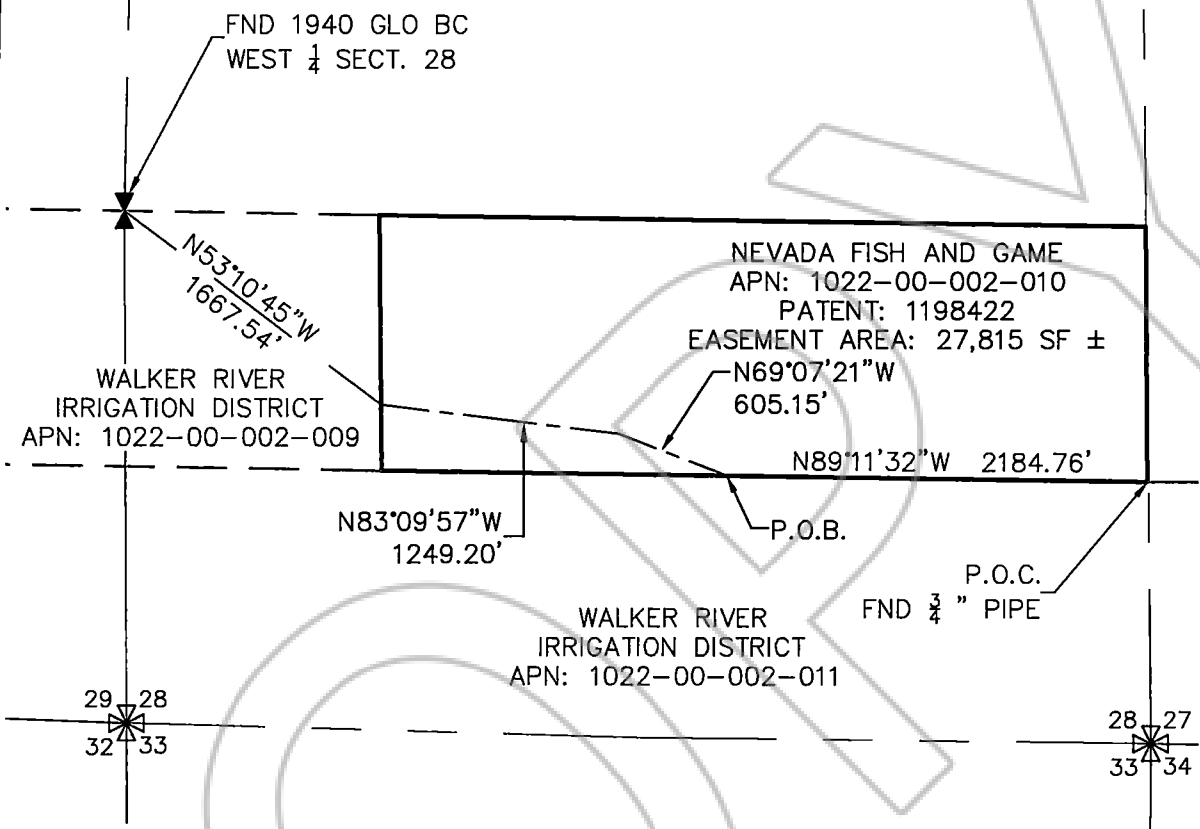



EXHIBIT A-1

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



SCALE: 1" = 1000'

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30011483233-Topaz Lake - State Lands NSPW.dwg <ah23446>
21Sep18-13:40

		6100 NEIL RD. RENO, NV 89511 775-834-4011	
EXHIBIT MAP EASEMENT			
STATE OF NEVADA FISH AND GAME APN #1022-00-002-010			
T. 10 N., R. 22 E., S. 28 - M.D.M. DOUGLAS COUNTY NEVADA			
09/21/18		1 OF 1	



Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

kellison@co.douglas.nv.us

(775) 782-9027

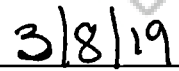
LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.



Signature



Date

Denise Dohrmann _____
Printed Name

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

Main phone (775) 782-9025 - FAX (775) 783-6413