



DOUGLAS COUNTY, NV **2020-941551**
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\$40.00 Pgs=12 **01/30/2020 12:43 PM**
NEVADA POWER COMPANY DBA NV ENERGY
KAREN ELLISON, RECORDER

CR 122029-0, AE
Interest: 15759
Project: 6518
Contract: 5040
Carson River

When recorded mail to:

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

and

Land Operations Department
Sierra Pacific Power Company d/b/a NV Energy
PO Box 10100 MS S4B20
Reno, NV 89520

NON-EXCLUSIVE UTILITY EASEMENT
OVERHEAD WIRE CROSSING – WEST FORK CARSON RIVER

This Non-Exclusive Utility Easement is made and entered into this 8th day of January, 2020, by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS, hereinafter referred to as GRANTOR, and SIERRA PACIFIC POWER COMPANY, a Nevada corporation d/b/a NV Energy hereinafter referred to as GRANTEE:

WHEREAS, Attorney General’s Opinion #204 dated April 20, 1976, concluded that “The State of Nevada owns the bed and shores of Lake Tahoe and other navigable bodies of water within Nevada to the present ordinary and permanent high water mark.” Through formal

court proceedings the Carson River has been determined to be a navigable body of water within Nevada; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR a Non-Exclusive Easement for an easement and right-of-way to replace an existing overhead power line crossing over the Carson River that has not previously been permitted by GRANTOR; and

WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

NOW, THEREFORE, in consideration of mutual covenants contained herein, GRANTOR does hereby grant and convey to GRANTEE, an easement and right-of-way to replace the overhead power lines and other equipment, fixtures, apparatus, and improvements over a portion of the Carson River situated in Section 29, Township 12 N, Range 20 E, as shown on **EXHIBIT “A” and “A-1”** 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” and “A-1”**, attached hereto and by reference made a part hereof. The PROJECT shall not interfere with the navigability of Carson River.

2. **JURISDICTION OF STATE:** GRANTEE understands and agrees that this Non-Exclusive Easement for the Project extends only to the bed and banks of the Carson River to the ordinary and permanent high water mark and only to the areas described in **EXHIBIT “A” and “A-1”**, and shall not be construed to authorize access across private lands; access to the river shall be by established public routes and/or authorized access across private lands. If GRANTEE needs to utilize other portions of property owned by the GRANTOR not granted to it through this Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.
3. **CONDITION OF PREMISES:** The GRANTOR retains the right to so use and/or improve said property for its own purposes so long as such use is consistent with 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.
4. **CONSIDERATION:** For and in consideration of the Project, GRANTEE, its successors and assigns, hereby agree to pay an annual easement fee in the amount of **TWO HUNDRED AND NINETY AND NO/100 DOLLARS (\$290.00)** per year to the GRANTOR for the Project under contract ID 5040 [NRS 321.003(2),322.060(2)]. Said fees are to be paid in advance commencing on the execution date of this Non-Exclusive Easement on or before **OCTOBER 1st** every year thereafter for the entire duration of said Non-Exclusive Easement. This is

payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY, NV 89701**

The GRANTOR reserves the right to reevaluate, reassess and adjust the Non-Exclusive Easement fee for the Project every five (5) years. Should GRANTEE dispute a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the Non-Exclusive Easement and other actions as required by law. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. The GRANTEE shall pay for the appraisal and any associated costs.

5. **LATE PAYMENT FEE:** If, after full execution of this Non-Exclusive Easement, any payment is not made to GRANTOR within THIRTY (30) days of the due date as provided herein, the GRANTEE shall pay the GRANTOR a late payment fee in the amount of TWENTY NINE AND NO/100 DOLLARS (\$29.00). If fees, including late fees become more than SIXTY (60) days in arrears, the Non-Exclusive Easement may be terminated by the GRANTOR

6. **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.

7. **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.
8. **NO WAIVER OF IMMUNITY:** 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.
9. **FACILITIES:** Should any of the GRANTEE’S facilities within said easement be required to be relocated or repaired as a result of changes in the Carson River GRANTEE or its successors and assigns shall bear the full cost of such relocation, repair, and/or removal. If 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 as required by GRANTEE’S Rule 9 Tariff in effect at the time of said relocation.

10. **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 GRANTOR:

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

If to GRANTEE:

**Land Operations Department
NV Energy
PO Box 10100 MS S4B20
Reno, NV 89520**

11. **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.
12. **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.

13. **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 or 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 must remove, at their sole expense, all overhead facilities from the CARSON RIVER and restore the easement area to its condition immediately prior to when GRANTEE began occupancy of same. GRANTEE has the right to abandon in place all underground communication and electrical facilities (“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 6 above and those rights under Section 7 above.

14. **HISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work performed within the easement area, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE

will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended

15. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to conduct the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines. GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that at no time shall any chemical products, petrochemicals, excavated materials, silt, floating debris or foreign debris of any kind be discharged, deposited or allowed to enter into any storm drain or any river channel. GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that any tractor, drill rig, backhoe, or other equipment utilized on upland banks adjacent to the Project will be washed and free of any oils, toxins, fuel, and any other foreign substance that could pollute the Carson River and harm its ecosystem. If any component of the Project fails, creates a hazard or causes upstream or downstream impacts, the GRANTEE agrees to repair or mitigate any damage.

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

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

GRANTOR:

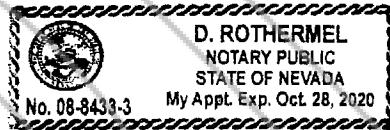
STATE OF NEVADA
Division of State Lands

By: Charles Donohue
CHARLES DONOHUE
Administrator and State Land Registrar

STATE OF NEVADA)
 :SS
CITY OF CARSON CITY)

On JANUARY 9, 2020, personally appeared before me, a notary public CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands, who acknowledged that she executed the above document on this date

D. Rothermel
NOTARY PUBLIC



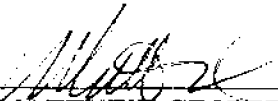
APPROVED as to Form:
AARON D. FORD
Attorney General

By: Tori N. Sundheim
TORI N. SUNDHEIM
Deputy Attorney General

Date: 9/19/19

GRANTEE:

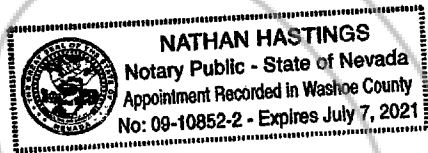
Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy

By: 
MATTHEW GINGERICH
Manager, Land Resources

STATE OF NEVADA)
 :SS
COUNTY OF WASHOE)
Matthew Gingerich, Manager, Land Resources

On November 7, 2019, personally appeared before me, a notary public MATTHEW GINGERICH, Land Resources Manager, Sierra Pacific Power Company, who acknowledged that she executed the above document on this date


NOTARY PUBLIC





W.O. 3002375731
State of Nevada

EXHIBIT "A"
STATE LANDS PERMIT/EASEMENT

A parcel of land lying within the Northwest quarter of Section 29, Township 12 North, Range 20 East, M.D.M, Douglas County, Nevada, more particularly described as:

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

COMMENCING at the Northwest Corner of Said Section 29 as shown on a Record of Survey to Support a Lot Line Adjustment for Heritage Ranch. INC, recorded as file 262375 on October 10, 1991, Official Records of Douglas County, Nevada;

THENCE South 31°12'44" East, 1568.06 feet to the **POINT OF BEGINNING**;

THENCE South 89°15'14" East, 150.00 feet to the **TERMINUS OF THIS DESCRIPTION.**

Said Easement contains 2,250 square feet more or less.

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

The Basis of Bearings for this Exhibit is said Record of Survey.

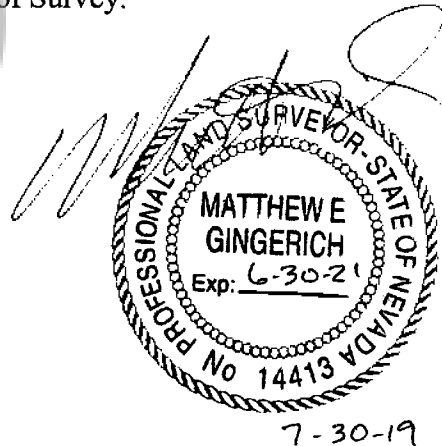
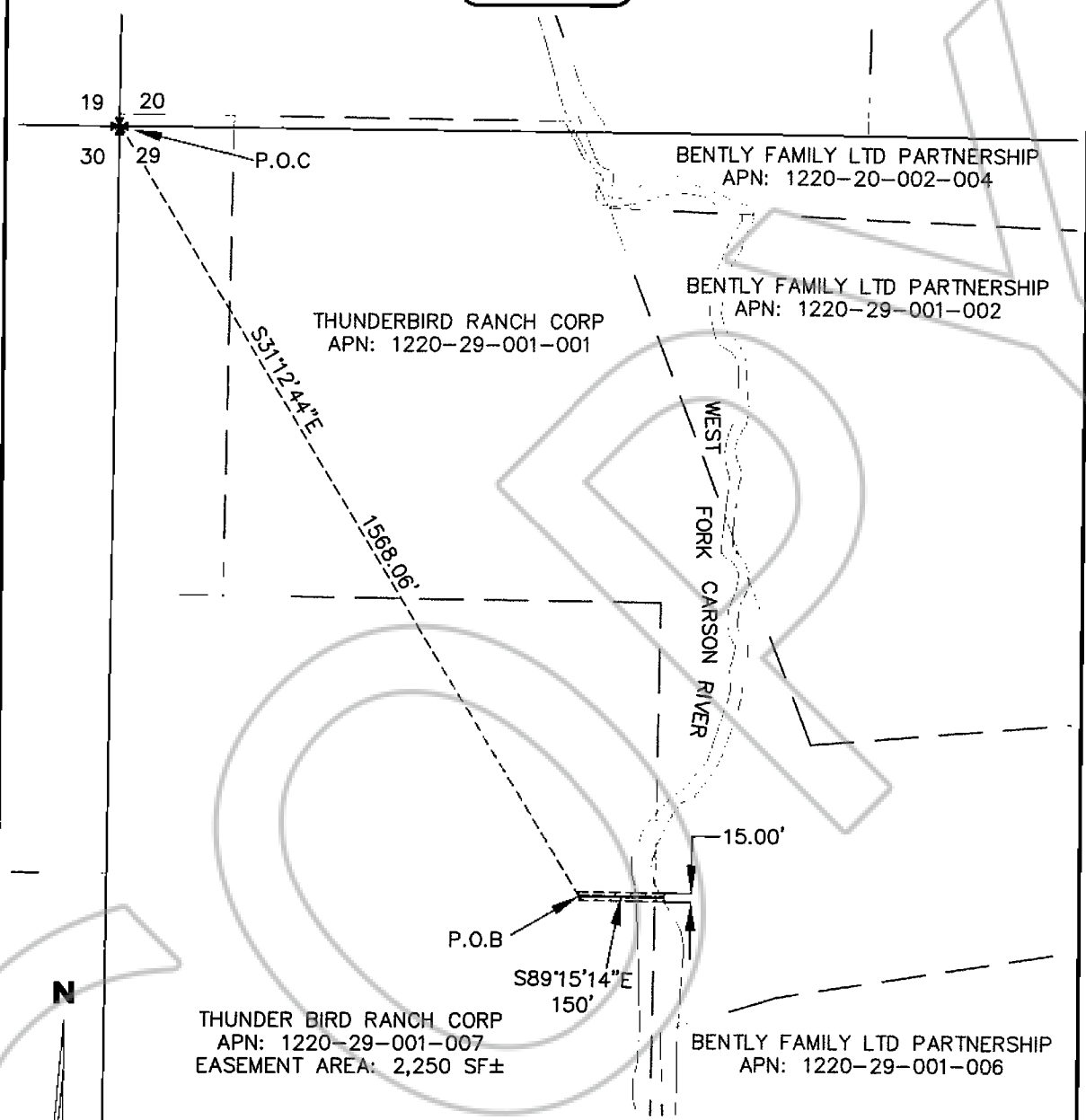



EXHIBIT A-1



SCALE: 1" = 300'
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 6100 NEIL RD. RENO, NV 89511 775-834-4011	
EXHIBIT MAP EASEMENT NEVADA DIVISION OF STATE LANDS APN: 1200-29-001-007 SECT. 29, T. 12 N., R. 20 E., M.D.M. DOUGLAS COUNTY NEVADA	
7/30/19	1 OF 1