

facilities while providing the best protection for the open space parcel with a fixed location of the easement after installation.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

Do not approve the easement and provide alternative direction.

Attachments:

[NV Energy Easement - Ormsby Booster Pump Station.pdf](#)

[Exhibit-Booster Station-NV Energy-BOS.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

APN(s): 007-392-39

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

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

CARSON CITY, a Consolidated Municipality, (“**Grantor**”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy (“**Grantee**”) and its successors and assigns a perpetual right and non-exclusive easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution and transmission of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, pole-mounted transformers, anchors, guys and other equipment, fixtures, apparatus, and improvements (“**Utility Facilities**”), and service boxes/meter panels, cabinets, bollards, and other equipment, fixtures, apparatus, and improvements (“**Additional Utility Facilities**”) upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”) as required for NV Energy project no. 3003906380, as depicted on Exhibit B;
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities and/or the Additional Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

APN(s): 007-392-39
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Proj. #3003906380

Project Name: E-CARSON CITY ORMSBY BOOSTER-DERBY CT-FP-E-CARSON CITY
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Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Following the installation of Utility Facilities and Additional Utility Facilities within Easement Area, Grantor will have prepared by a registered land surveyor (at its own expense and in a form acceptable to Grantee), exhibits of the resulting reduced areas of the Easement Area within which Utility Facility and Additional Utility Facilities have been placed, and shall provide the same to Grantee. Grantee will draft a new Grant of Easement document ("Replacement Easement") utilizing Grantor's exhibits, which Grantor shall execute and Grantee shall record. Grantee agrees to execute a relinquishment of the former easement upon recordation of the Replacement Easement.

[signature page follows]

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Exhibit A

All that certain real property situate within a portion of the East ½ of Section 13, Township 15 North, Range 19 East, and the West ½ of Section 18 Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, further described as a portion of Long Ranch Estates Phase 4, recorded on July 30, 1998 in Book 8 at Page 2282, Carson City, State of Nevada, being more particularly described as follows:

OPEN SPACE 2 (APN 007-392-39), containing 9.92 acres, more or less.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on March 16, 2004 as Document No. 315513 in the Official Records of Carson City, State of Nevada.

Notwithstanding the foregoing, with respect to the Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Utility Facilities after same are installed in connection with **Sierra Pacific Power Company Project ID 3003906380**. The easement area around any Additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the Additional Utility Facilities, as originally installed in connection with **Sierra Pacific Power Company Project ID 3003906380**.

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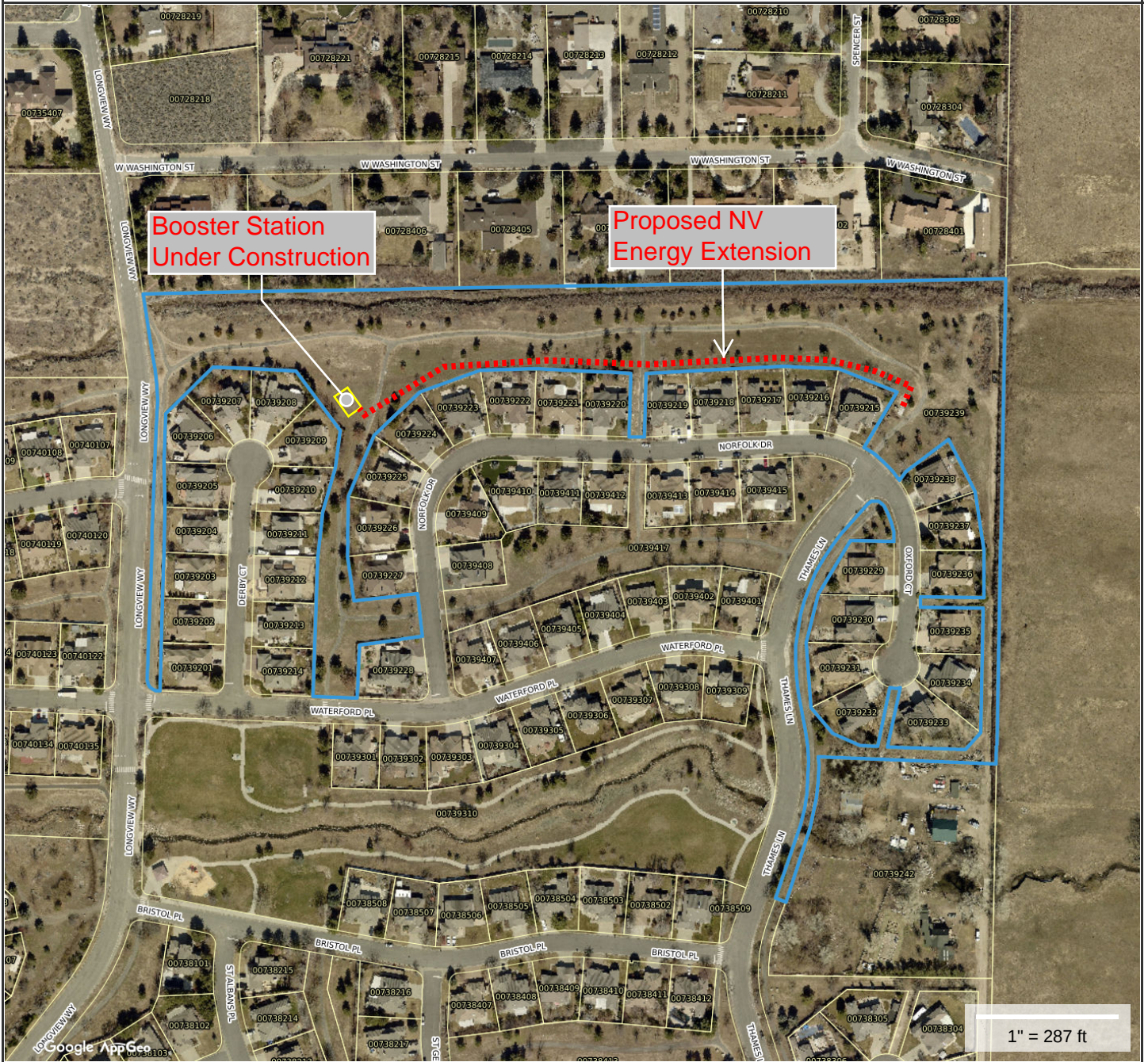
RW# 0742-2019

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Project Name: E-CARSON CITY ORMSBY BOOSTER-DERBY CT-FP-E-CARSON CITY

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Ormsby Booster Pump Station



Property Information

Property ID 00739239
 Location NORFOLK DR
 Owner CARSON CITY
 Acres 9.92



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**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
 Data updated 11/17/2018