

Sample Easement Decision Document



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Nevada State Office
P.O. Box 12000 (1340 Financial Blvd.)
Reno, Nevada 89520-0006
<http://www.nv.blm.gov>

In Reply Refer To:
N-85228/N-58888
2800 (NV-933)

JAN 12 2009

CERTIFIED MAIL NO. 7005 2570 0001 8535 1890
RETURN RECEIPT REQUESTED

DECISION

Nevada Power Company, d/b/a NV Energy
P.O. Box 98910
Las Vegas, NV 89151
Attention: Kay Woodard

Easement

Easement N-85228 Issued Rental Determined

Enclosed is a copy of easement N-85228 which has been approved by the Bureau of Land Management (BLM). For conversion of a term right-of-way (ROW) to a FLPMA easement, a one-time rental payment shall be made in accordance with the regulations at 43 CFR Part 2800. The one-time rental payment for the easement has been determined to be \$34,300.00. This rental has been received and noted to our records, and no additional rental is due and payable for the term of the easement. For conversion of a term ROW to a perpetual easement, credit shall be given only for "unused full-year" rental previously paid and shall be on a prorated, actual dollar basis. The credit applied to the rental has been determined to be \$7.76.

As a condition of obtaining the easement, the holder has agreed to voluntarily relinquish the portion of ROW N-58888 affected by the conversion to an easement, effective upon issuance of the easement. This partial relinquishment of ROW grant N-58888 decision was issued on June 13, 2008 under separate cover. Those portions of ROW N-58888 not affected by the conversion to an easement will continue to be administered by the BLM under its existing terms and conditions.

The original easement and the recording fees previously received from you will be submitted into the escrow for the closing of Sale N-84291. Recordation of the easement in the Clark County records will occur in conjunction with the recordation of the patent. The escrow instructions specify the easement must be recorded before the patent and direct the escrow agent to return the original easement to you at the address identified above following recordation.

Within 30 days of receipt of this decision, you have the right of appeal to the Board of Land Appeals, Office of the Secretary, in accordance with the regulations in 43 CFR 4.4000.

If an appeal is taken, you must follow the procedures outlined in the enclosed Form 1842-1, Information on Taking Appeals to the Board of Land Appeals. Within 30 days after your appeal, you are required to provide a Statement of Reasons to the Board of Land Appeals and a copy to the Regional Solicitor's office listed in Item 3 on the form. The appellant has the burden of Showing that the decision appealed from is in error. If you appeal this decision, please provide this office with a copy of your Statement of Reasons.

This decision, under the provisions of 43 CFR 2800 constitutes a final decision and remains in full force and effect during an appeal unless the Secretary rules otherwise. Refer to 43 CFR 2804 for the requirements for filing a petition for stay.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2804.1, for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by IBLA, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to IBLA and to the appropriate office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please contact Brenda Wilhight, Realty Specialist at (702) 515-5172.



Michael R. Holbert
Deputy State Director
Natural Resources, Lands, and Planning

Enclosures

1. Copy of Easement (N-85228) (1)
2. Form 1842-1

BLM Serial Number N-85228

EASEMENT
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

THIS EASEMENT is made and entered into this 12th day of JANUARY 2009 by and between the UNITED STATES OF AMERICA, acting by and through the U.S.D.I. Bureau of Land Management (BLM), and its assigns, hereafter referred to as "Grantor", whose address is 4701 North Torrey Pines Drive, Las Vegas, NV 89130, and Nevada Power Company, a Nevada Corporation, its successors and assigns (hereafter referred to as "Grantee").

WITNESSETH:

GRANTOR, for and in consideration for the sum of \$34,300.00, in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976, 43 U.S.C. 1761 et seq., as amended, does hereby convey to Grantee, its successors, and assigns, a perpetual non-exclusive easement for electrical transmission/distribution line purposes, and for internal communication line and ancillary uses hereinafter called ("Facilities"), which includes but is not limited to surveying, constructing, erecting, operating, adding to, altering, inspecting, maintaining, repairing, reconstructing, and removing said Facilities, and includes other fixtures and appurtenances connected therewith, together with the right of ingress and egress over the following described lands owned by the United States in the County of Clark, State of Nevada, and administered by the Grantor:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR COMPLETE DESCRIPTION OF THE EASEMENT PROPERTY

(within) T. 22 S. R. 60 E. Sec. 19, N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$.

SAID EASEMENT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. In the event that the public land underlying the easement encompassed in this grant is conveyed out of Federal ownership, Grantor waives any right it has to administer the easement within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the Grantee

apply to Grantor for amendments, modifications, or assignments and for Grantor to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, Grantor's successors and assigns shall succeed to the interests of the Grantor in all matters relating to the easement within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the easement shall be considered a civil matter between the Grantee and the Grantor's successors and assigns.

2. Grantee shall have at all times rights of ingress and egress over and to the herein-described Easement Property for the purposes set forth herein.

3. Except as expressly set forth herein, Grantor shall not construct, or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Property. Grantor shall not permit any activity that in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

4. Grantee, as to Grantor's Property, shall have the right, but not the obligation, to remove or clear any and all buildings, fences, structures, combustible materials, debris, or any other obstruction from said easement, and to cut down or trim all trees and brush within, adjacent to and outside of said easement, which in the reasonable judgment of Grantee may interfere with or endanger the facilities installed herein. Except in emergency situations, every effort shall be made by the Grantee to provide reasonable notice to the Grantor of actions described herein.

5. Subject to all other provisions of this Easement, Grantor reserves the right to cultivate, graze, use and occupy said premises for any purpose consistent with the rights and privileges herein granted, provided, however that such use shall not unreasonably interfere with Grantee's right and ability to access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

6. Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee, in all existing fences and walls across or within the Easement Property and to construct, maintain, and use gates in all said existing walls and fences at its expense, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device for both Grantor and Grantee.

7. In the event Grantor causes fences or walls to be constructed across the Easement Property, Grantor shall, at its expense, provide Grantee openings at such locations and of such dimensions as solely determined by Grantee, in said fences or walls. Grantor and Grantee each shall have the right to install, maintain and use gates across said openings and shall make provisions for a multiple locking device for use by both Grantor and Grantee if said gates are locked.

8. Mere non-use or a limited use of this easement shall not prevent Grantee from thereafter making use of this Easement to the full extent herein authorized.

9. Grantor does not assume any liability for injury or damage to any persons or property incidental to or that may arise during and in consequence of the use, maintenance, improvement or repair of the Easement Property by the Grantee.

10. In the event Grantee records a document to formally abandon the Easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove Facilities placed upon the Easement Property within a reasonable time subsequent to such abandonment, to abandon below-ground Facilities in place and to access the Easement Property for the purpose of removing Facilities.

THIS GRANT OF EASEMENT replaces and supersedes a *portion of* that certain Bureau of Land Management Right-of-Way Grant N-58888 only as to the property described in Exhibit "A". The terms contained herein shall run with the land and extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), licensees, assigns and lessees of the Grantor and Grantee, and all rights may be assigned.

TO HAVE AND TO HOLD, all and singular, the said premises granted together with the appurtenances, unto said Grantee, its successors and assigns forever.

DATED this 12th day of JANUARY, 2009.

FOR UNITED STATES OF AMERICA:

Michael D. R. Helms
(Signature of Authorized BLM Officer)

Deputy State Director, Resources, Lands & Planning
(Title)

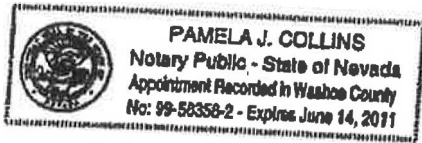
AGENCY ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss:
COUNTY OF WASHOE)

On this 12 day of January, 2009 before me personally appeared Michael R. Hobert who, being duly sworn, did say that (he)(she) is the Deputy State Director of the Bureau of Land Management and that (he)(she) executed the foregoing instrument by authority of and in behalf of the United States of America; and he acknowledged said instrument to be the act and deed of the United States of America.

Pamela J. Collins
Notary Public in and for the
State of Nevada
Residing at 1340 Financier Blvd., Reno, NV 89502
My commission expires 6/14/2011

SEAL



PL 023-08
SALE PARCEL N-84291

ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

T22S R60E

19

S 2 NE 4

176-19-6

NOTES

This map is for assessment use only and does NOT represent a survey.
No liability is assumed for the accuracy of the data delineated herein.
Information on roads and other non-assessed parcels may be obtained
from the Road Document Listing in the Assessor's Office.
This map is compiled from official records, including surveys and deeds,
but only contains the information required for assessment. See the
recorded documents for more detailed legal information.

MAP LEGEND

- PARCEL BOUNDARY 001 PARCEL NUMBER
- SUBD BOUNDARY 1 00 ACRES
- ROAD EASEMENT 202 PARCEL SUB/SEQ NUMBER
- PM/LD BOUNDARY PR 25-10 PLAT RECORDING NUMBER
- NON-PARCEL LOT LINE 5 BLOCK NUMBER
- MATCH LINE / LEADER LINE 5 LOT NUMBER
- ROAD ID NUMBER GLS GOV. LOT NUMBER

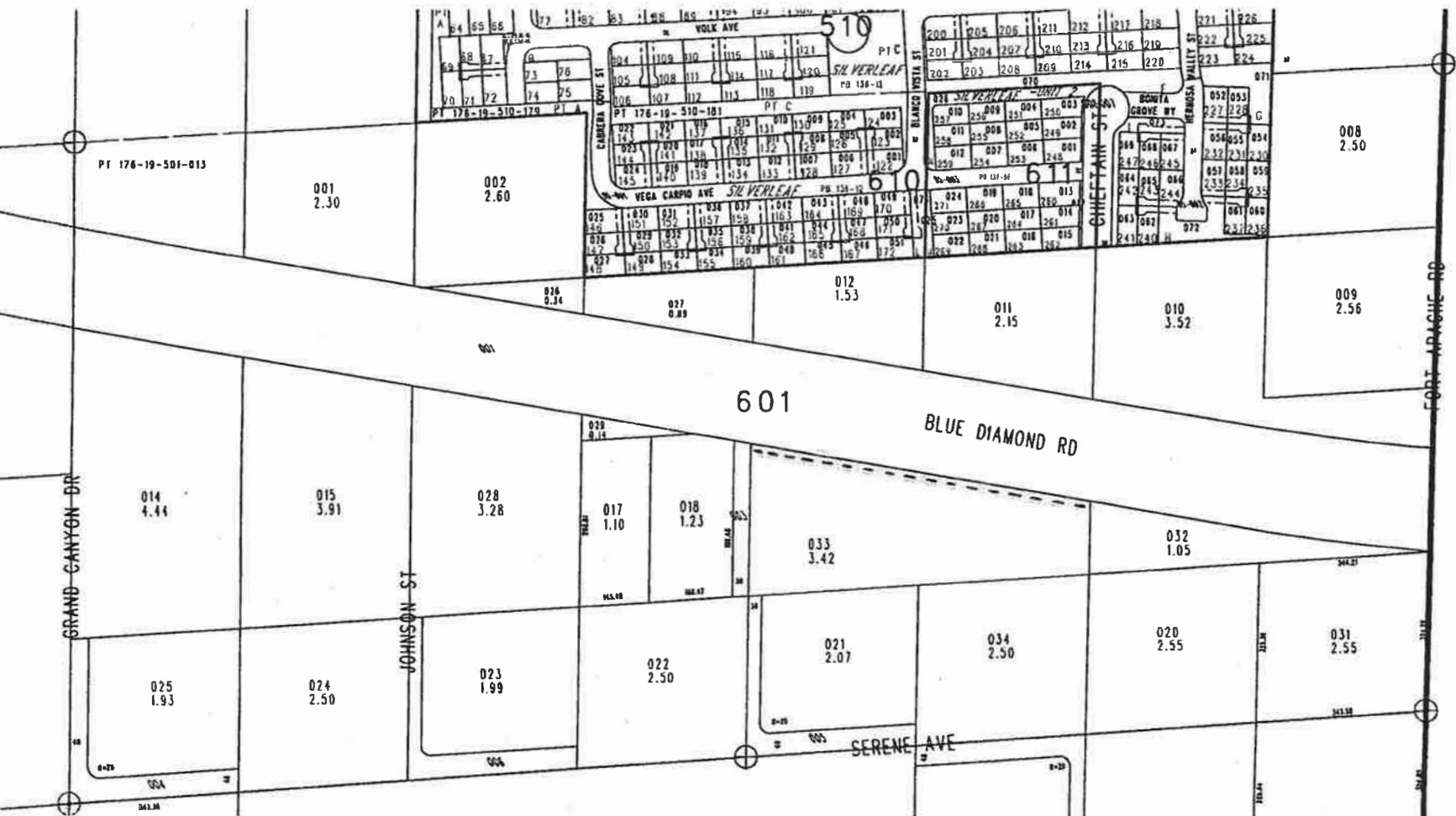
RSSE	REDE	RRIE
184	183	182
175	176	177
193	192	191

6	5	4	3	2	1
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36

5	4	3	2	1
6	5	4	3	2
7	6	5	4	3
8	7	6	5	4
9	8	7	6	5



Scale: 1"=200' Rev: 02/08/08



--- APPRX LOCATION OF N58000

TAX DIST 625

PROJECT ID: 0010001004
BLM LAND SALE N-84291
APN 176-19-601-033
MARCH 3, 2008
PREPARED BY: RH
CHECKED BY: LYZ

LAND DESCRIPTION:

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 7.00 FEET IN WIDTH, LYING OUTSIDE OF ABUTTING TO AND PARALLEL WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF BLUE DIAMOND ROAD (200.00 FEET WIDE) LYING WITHIN THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 19.

CONTAINING 4,855 SQUARE FEET.

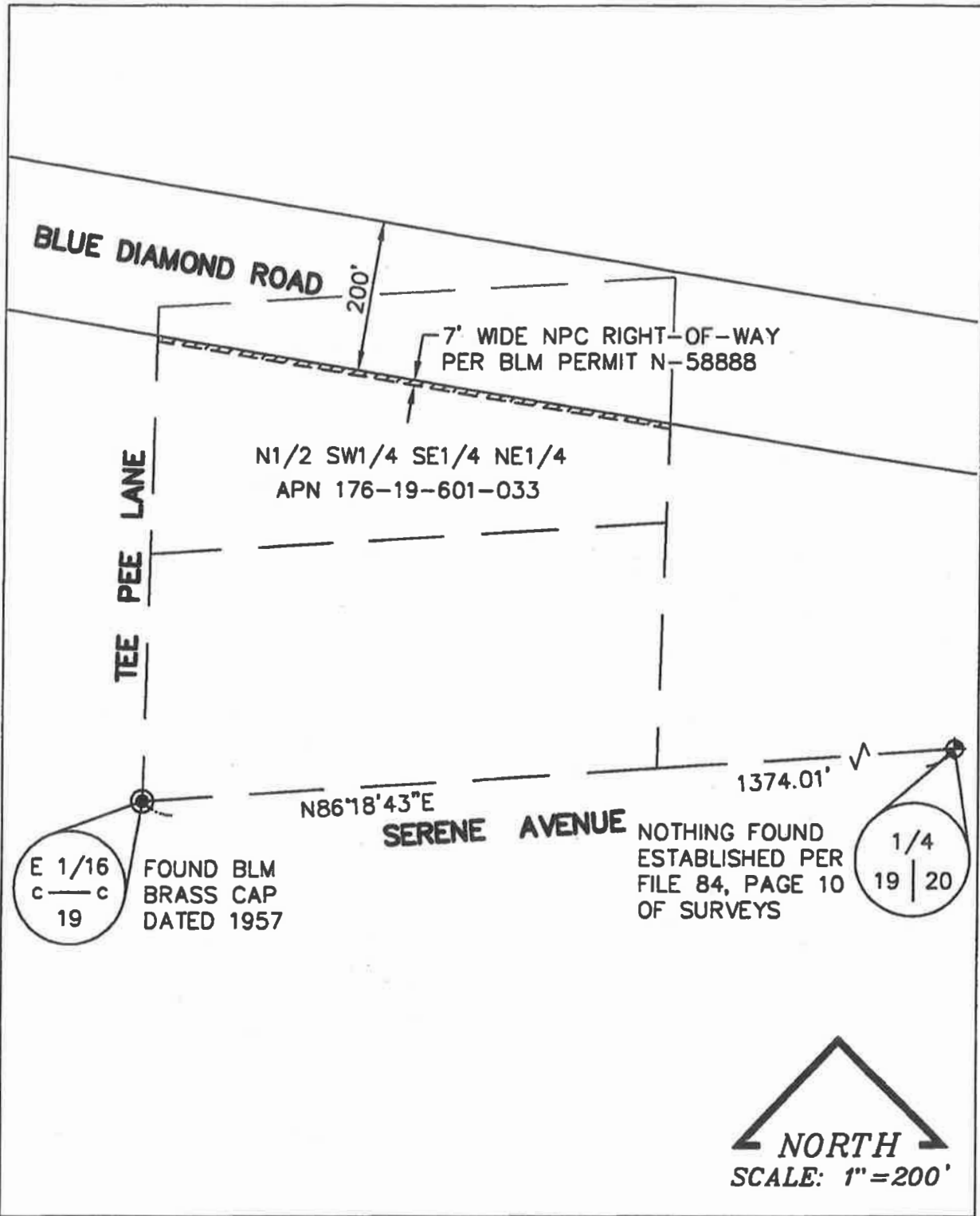
END OF LAND DESCRIPTION


NOTE: THIS LAND DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

LI Y. ZHANG, PLS
STATE OF NEVADA NO. 14421
FOR AND AT THE INSTANCE OF
NEVADA POWER COMPANY
6226 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89146



3/26/08



 NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000			
TITLE: BLM LAND SALE N-84291	DESCRIPTION: EXHIBIT TO ACCOMPANY LAND DESCRIPTION	SEC:19 T:22 S R:60 E SURVEYOR: BB/MW DRAWN BY: RH CHECKED BY:LYZ	DATE: 2-5-08 PROJECT ID: 0010001004