

**When Recorded Return to:**  
**Land Resources**  
**NV Energy**  
**P.O. Box 10100, M/S S4B20**  
**Reno, NV 89520-0024**

**or**

**Land Resources**  
**NV Energy**  
**P.O. Box 98910, M/S 9**  
**Las Vegas, NV 89151-0001**

Fee: _____	Permit No.: _____
Milepost: _____	District: _____
District No.: _____	
Applicant: _____	
Type of Work: _____	
_____	
_____	

FOR DEPARTMENT USE ONLY

**NON-REVOCABLE PERMIT FOR OCCUPANCY OF  
NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY**  
(Under the provisions of NRS 408.423 and NAC 408)

1. Location where excavation, construction, installation and/or occupancy is proposed

\_\_\_\_\_

Local name of highway	Street address or nearest cross street
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2. Describe in detail the type and scope of work; capacity or size of facility; stages and time frame for development; scheduled dates for start and completion. Attach 4 sets of detailed plans or drawings.

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3. PERMITTEE hereby acknowledges that he has read and received a copy of the specific Terms and Conditions Relating to Right-of-Way Occupancy Permits issued by the State of Nevada Department of Transportation.

4. **SPECIFIC TERMS AND CONDITIONS APPURTENANT TO THIS PERMIT ARE LISTED ON PAGE 3.**
5. THE PERMIT SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.

_____ Name of PERMITTEE (Type or Print)		_____ Signature of PERMITTEE	
_____ Address		_____ Title	_____ Phone No.
_____ City, State, Zip		_____ Date of Application	
( ) _____ Phone No.	( ) _____ Fax No. or E-mail	_____ Permittee's I.D. No. or Parcel No.	

ADDITIONAL TERMS AND CONDITIONS

1. For the purposes of this Non-Revocable Right-of-Way Occupancy Permit (hereinafter referred to as "**Permit**"), the provisions of NAC 408.311 pertaining to restrictions on use of State or Federal funds for reimbursing the cost of relocation do not apply.
2. PERMITTEE is installing facilities pursuant to a design approved by STATE OF NEVADA. A copy of this design is attached as Exhibit "A". PERMITTEE shall not, under any circumstances, serve other customers from the facilities that are the subject of this Permit, except that PERMITTEE may serve other customers from facilities that are located outside existing STATE OF NEVADA road right-of-way. This Permit shall expire upon removal of the electric facilities that are the subject of this Permit and an expiration amendment of this Permit will be recorded by the PERMITTEE.
3. If PERMITTEE'S facilities that are the subject of this Permit (hereinafter referred to as "**Facilities**") must be relocated, adjusted or removed, STATE OF NEVADA or its successors shall pay PERMITTEE'S costs to relocate, adjust, or remove those Facilities.
4. PERMITTEE shall have access to, its ingress to, and its egress from the Permit Area; and for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface and subsurface of the Permit Area as PERMITTEE may deem reasonably necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication circuits in the Permit Area. The Permit Area map is shown in Exhibit "B". State of Nevada Department of Transportation occupies the property on which the Permit Area is located via a Permanent Easement. Said Easement specifically states that the Easement was granted for highway right of way purposes. The installation of Permittee's facilities support and enhance said right of way purposes, are provided for the sole use and benefit of State of Nevada Department of Transportation, and therefore fall within the protections granted by said Permanent Easement. A copy of said Easement is shown in Exhibit "C"
5. The STATE OF NEVADA hereby covenants for the benefit of PERMITTEE, its successors and assigns, that no building, structure or other real property improvements shall be constructed or placed on or within the Permit Area without the prior written consent of PERMITTEE, such structures and improvements to include, but not be limited to, canopies, storage facilities and other covered facilities. STATE OF NEVADA retains, for its benefit, the right to fence, maintain, utilize and landscape the Permit Area for highway/road purposes; provided, however, that all such purposes and uses shall be in all respects consistent with the rights of PERMITTEE hereunder and PERMITTEE'S electrical practices and the National Electrical Safety Code, and shall not interfere with the rights of PERMITTEE herein granted.
6. The provisions of NRS 408.423 (1) pertaining to costs, and the provisions of NRS 408.423 (3), do not apply to this Permit.
7. **PERMITTEE AND STATE OF NEVADA WILL EXECUTE TWO ORIGINALS OF THIS PERMIT AND EACH PARTY WILL HAVE AN ORIGINAL. PERMITTEE SHALL RECORD THIS PERMIT.**

765NVE Rule 9 Ease

This Non-revocable Right-of-Way Occupancy permit is granted to the PERMITTEE in accordance with the provisions of Chapters 408 NRS and NAC 408, and is subject to the terms and conditions stipulated to perform the work described.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

STATE OF NEVADA, DEPARTMENT OF  
TRANSPORTATION

By \_\_\_\_\_  
Director or District Engineer

Nevada Power Company d/b/a NV Energy

By: \_\_\_\_\_  
Randal D. Cagle  
Manager, Land Resources

**or**

Sierra Pacific Power Company d/b/a NV Energy

By: \_\_\_\_\_  
Matt Gingerich  
Manager, Land Resources

STATE OF NEVADA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_  
of the STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by Randal D. Cagle or Matt Gingerich, Manager of Land Resources of Nevada Power  
or Sierra Pacific Power Company d/b/a NV Energy.

\_\_\_\_\_  
NOTARY PUBLIC