



City Clerk's Office
1 E First Street
2nd Floor
Reno, NV 89501
775-334-2030
CityClerk@reno.gov

For Office Use: Date Stamp

RECEIVED

JUN 20 2024

CITY CLERK

City of Reno Notice of Appeal Form

Please complete this form to appeal a decision made by a City official, a hearing examiner, or the Planning Commission.

To be considered complete, the appeal must: (1) be in writing; (2) provide information addressing all of the items below; (3) be accompanied by the required appeal fee adopted by the City Council; and, (4) submitted to the City Clerk's Office or emailed to cityclerk@reno.gov.

An incomplete form will be returned to you, and may result in a delay in scheduling your appeal.

In addition, all appeals must be filed within the applicable period of limitations. For example, an appeal of a Planning Commission decision must be submitted to the City Clerk's Office within ten business days after the date of filing of notice of the decision with the City Clerk. (The City Clerk's Office maintains a list of common periods of limitations available upon request.)

Untimely appeals will be rejected by the City Clerk, and any appeal fees paid will be returned.

1. Type of Appeal (please select only one)

RMC: Title 18 Code

- ☒ Planning Commission Decision
- ☐ Hearing Examiner Decision
- ☐ Minor Deviation
- ☐ Minor Conditional Use Permit
- ☐ Site Plan Review
- ☐ Administrative Interpretation

RMC: Administrative Code

- ☐ Code Enforcement Citation
- ☐ Business License
- ☐ Building Permit
- ☐ Sign Permit
- ☐ Other:

LOC 24-000 15

2. Appellant Information:

Appellant Name: NV Energy

Authorized Representative: Mark Sullivan

Address: 6100 Neil Road m/s S4B20

Telephone No.: 775 636-0014

Email Address: mark.sullivan@nvenergy.com

3. Brief description of the action, decision, or order being appealed. (Please reference the project name, address, case number, citation number, or permit number, as applicable. Attach additional sheets, as necessary.)

LDC24-00015- NV Energy Utility Corridor.

NV Energy appeals Condition 9 of the Planning Commission decision as follows:

"9. The proposed alignment in the Cold Springs area shall match the general alignment as presented in the FEIS as illustrated in (Exhibit D)"

4. Describe in detail how the action, decision, or order being appealed impacts you or your property, as applicable. (Attach additional sheets, as necessary.)

Please see attached Exhibit A

5. Describe in detail the reason(s) why the action, decision, or order being appealed should be reversed, modified or set aside. (Attach additional sheets, as necessary.)

Please see attached Exhibit A

6. Please identify and attach all documentation/evidence that you would like considered supporting your appeal. (Attach additional sheets, as necessary.)

See Attached:

Exhibit B- Side by side comparison of alignment obtained with concurrence of the property owners vs that approved by City of Reno Planning Commission and found in EIS

Exhibit C-Easements obtain from property owners

7. Relief or action sought. (Attach additional sheets, as necessary.)

Removal of Condition 9 of Planning Commission decision

Appellant or Authorized Representative

Signature (Print Name):



Mark Sullivan

☒ By checking this box, I agree information is complete and I have authority to sign this form.

For Office Use:

Hearing Date: _____

Hearing Time: _____

Hearing Location: _____

☐ Via Zoom (Link emailed to information indicated above at least 5 business days prior to hearing)

Received by: _____

Exhibit “A”

Exhibit A

4. Describe in detail how the action, decision, or order being appealed impacts you or your property, as applicable. (Attach additional sheets, as necessary.)

The Reno Planning Commission decision will not allow NV Energy to meet its obligations under North American Electric Reliability Corporation (NERC) rules and regulations specifically Standard TPL-003-0. The standard requires the bulk electric transmission system to survive a concurrent failure of two system elements with no loss of load, no overloads, and no voltage changes greater than five percent. Without the Bordertown to California 120 kV Transmission line, we cannot meet this standard.

By forcing NV Energy to the alignment found in the EIS across private property the City is creating an administrative taking, violating NRS 37. NRS 37.050 mandates that we route our line in a manner least injurious to property owners. In consultation with the private property owners, the EIS alignment was adjusted on their private property to obtain easements across two parcels. The Heinz Ranch easement was obtained in 2019, and Terelak (now JCJJ&J Trust) in 2020 both of which the Reno ignored in their egregious decision. Condemnation is the only method available to NV Energy to obtain rights to build the line subject to condition 9 because it damages the property owner's development and is against the property owners wishes. The ability for NV Energy to obtain an easement through condemnation is non-existent due to the property owner already providing an easement through their parcel.

5. Describe in detail the reason(s) why the action, decision, or order being appealed should be reversed, modified or set aside. (Attach additional sheets, as necessary.)

The approval should be modified to remove Condition 9 of the Special Use Permit because it ignores the standard found in NRS 37.050 that applies to how NV Energy must develop its powerline facility routes - "The land must be located in the manner most compatible with the greatest public good and the least private injury...". In that statute, the "land" referred to includes any easement necessary to accommodate the utility facility. The statute is clear in that it says it "must" be located in a manner with the greatest public good and least private injury. The EIS alignment across APN 081-010-18 (Heinz Ranch) and APN 558-010-06 (JCJJ&J Trust) does not provide the "greatest public good and least private injury" when it comes to private properties. Heinz Ranch made NV Energy aware of the adverse impact to their property from the EIS alignment, NV Energy relocated the line to reduce the "private injury". A new easement was obtained on APN 081-010-18 (Heinz Ranch) thereby removing

the portion that bisected the property and relocated it to run parallel to the property line. An easement was also obtained on APN 558-010-06 Terelak (JCJJ&J Trust) to accommodate this modification in the alignment.

There is no discernable difference in impacts to the public between this modified alignment and the EIS route. The two staff report comments discussing the rationale for recommending the EIS alignment are to minimize visual impacts to existing developed private property and overall environmental impacts. The only public comments about the visual impact of the line in the modified route are from the owner of APN 558-010-06 (JCJJ&J Trust) who, as mentioned above, bought the property subject to an existing utility easement that supports the modified alignment NV Energy proposed in its SUP application. It is not appropriate for the City to place a higher significance on the property rights of one owner above another, especially whereas in this case, the complaining owner is already subject to an existing easement.

Reno staff in their analysis stated that "Since this portion of the line is on private property, it is not explicitly subject to the FEIS placement and the Planning Commission has the authority to approve this deviation." Then staff contradicts their statement by saying "Because the alignment within the FEIS was selected after rigorous analysis that incorporated public/agency comments to minimize visual impacts on existing developed private property and overall environmental impacts, staff recommends Condition 9 maintaining the FEIS alignment" The staff clearly understands that because it is private property it isn't subject to the EIS placement, despite that Reno Staff continued to recommend the line be placed in the EIS alignment. Staff cites minimizing visual impacts but the only mention of minimizing visual impacts mentioned in the EIS was in section 3.5.2.5 if the Poleville alternative was used, the Poleville alternative was not selected so that's an irrelevant part of the analysis. It appears Reno gives visual impacts the most weight in their rationale, because no "overall environmental impacts" are identified by Reno. Reno Staff's statement that the NV Energy proposed alignment "straddles" the property line isn't factual as the line as proposed by NV Energy is wholly within existing NV Energy easements.

Tree removal was mentioned by the Planning Commission in their decision to keep condition 9, if that is the "environmental impact" referred to by Reno staff in their analysis, the EIS stated the long-term loss of forest product resources would be negligible because forest communities and forest product resources are locally and regionally common, based on the number of acres of each community available within 5 miles of the variable-width corridor of each action alternative"

Heinz Ranch Land Company LLC Route Change

For National Environmental Policy Act (NEPA) purposes NV Energy were required to analyze potential impacts to natural resources on private

lands. However, the United States Forest Service (USFS) does not have jurisdiction over private lands so ultimately it is negotiations with private landowners that dictate where the line will be placed on private lands. The caveat being that the beginning and end points on Forest Service lands cannot deviate from the final EIS route. Those points have not changed for this project.

After the USFS issued its Draft Record of Decision and selected the preferred alternative for the 1104 transmission line in 2019, the owners of the Heinz Ranch Land Company LLC (HRLC) property were contacted to begin engineering/environmental studies and negotiations for an easement across their property. During the discussions the property owner revealed plans for a Planned Unit Development (LDC17-00008 and LDC17-00009 approved by the City of Reno. The proposed transmission line ran thru portions they planned to develop with homes. NV Energy and HRLC developed an alternative route across a portion of the HRLC property to avoid areas that were planned for development. Zygmunt and Christine Terelak, owners of APN 558-010-06, were also involved in discussions regarding the redesigned route on the HRLC property because the proposed transmission line crossed a portion of their property and bordered their northern property line. The Terelak's granted NV Energy an easement in 2020 for the proposed transmission line. In 2021 the Terelak's sold APN 558-010-06 to JCJJ& J Trust. A portion of the redesigned route is east of APN 558-010-04 that JCJJ&J Trust purchased in 2021 but the route is entirely within the Heinz Ranch property boundary.

Exhibit “B”

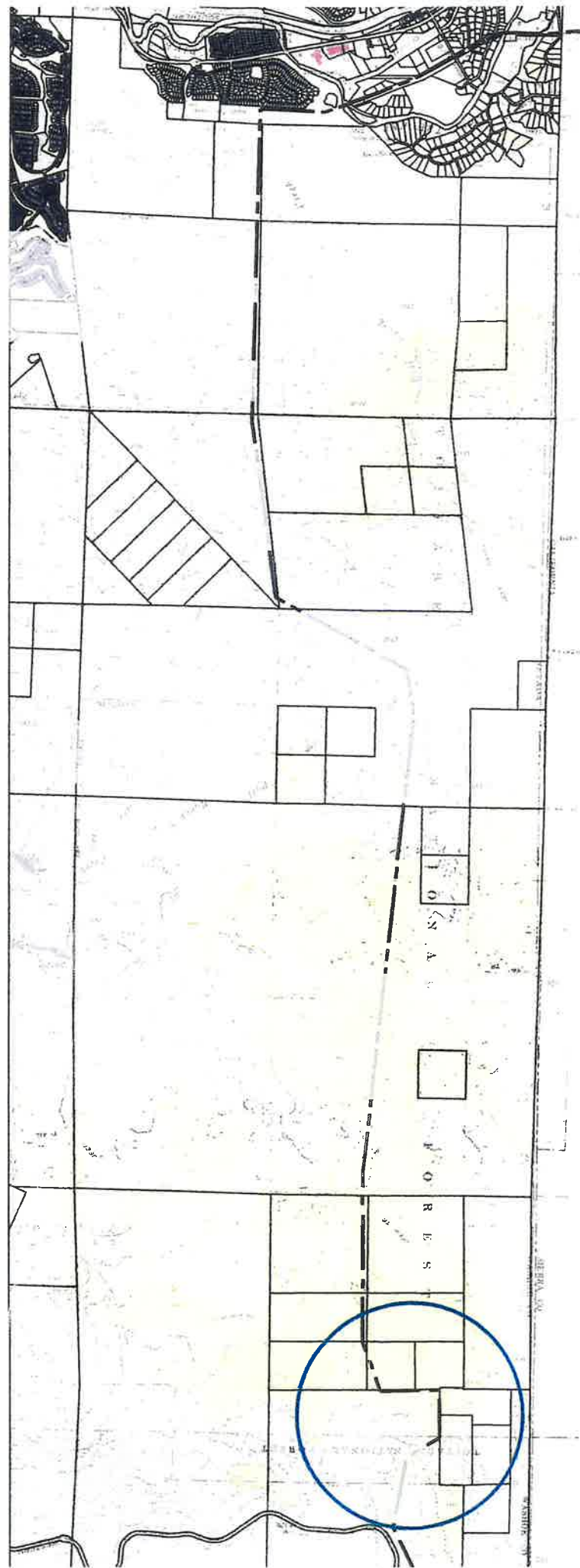
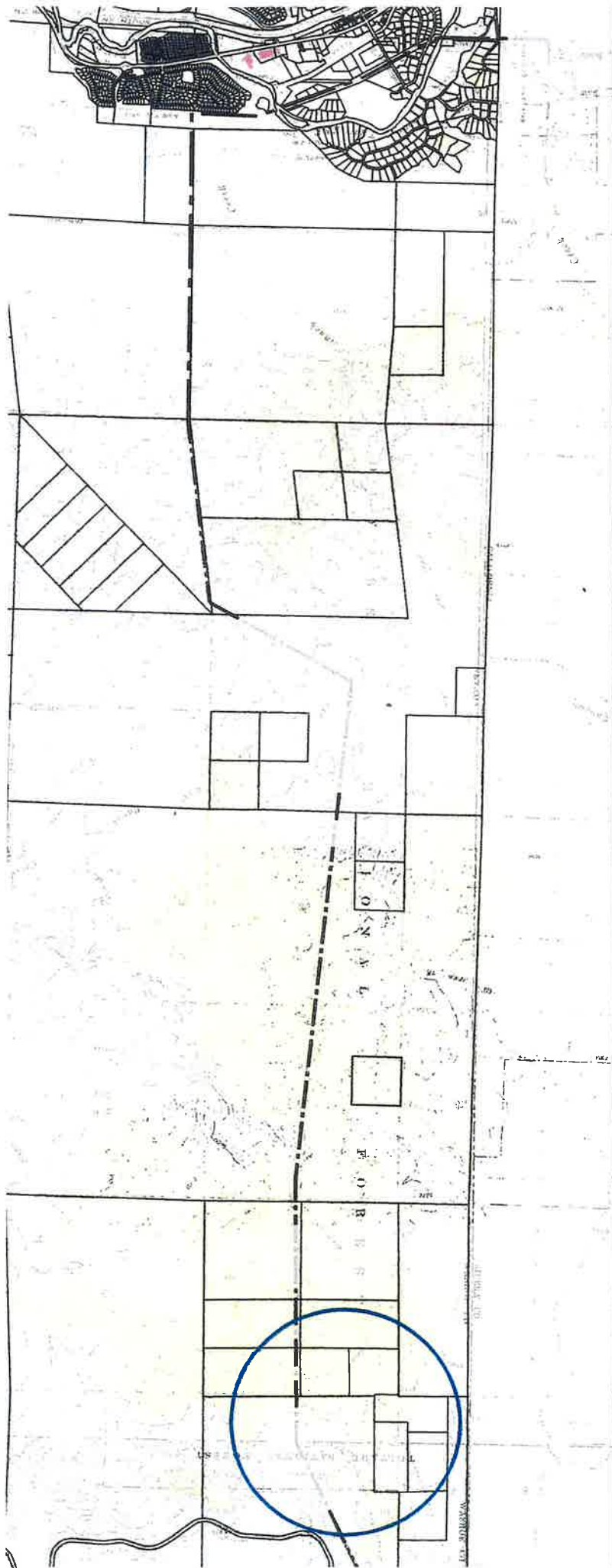


Exhibit “C”

DOC #5016519

04/02/2020 04:33:23 PM

Electronic Recording Requested By
NEVADA POWER COMPANY DBA N
Washoe County Recorder

Kalie M. Work

Fee: \$43.00 RPTT: \$0

Page 1 of 5

APN(s): 558-010-06

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

ZYGMUNT AND CHRISTINE B. TERELAK, AS TRUSTESS OF THE TERELAK FAMILY TRUST, ("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 easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("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");
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 in 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, 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): 558-010-06

RW# 0588-2019

Proj. # LR395V7LR2

Project Name: Cal to Bordertown 120 kV

GOE (Rev. 2017)

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.

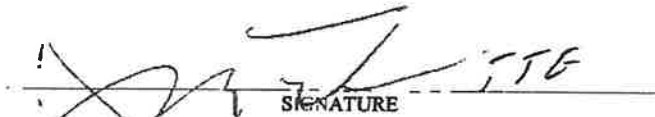
To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which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

[signature page follows]

APN(s): 558-010-06
RW# 0588-2019
Proj. # LR395V7LR2
Project Name: Cal to Bordertown 120 kV
GOE (Rev. 2017)

GRANTOR:

ZYGMUNT AND CHRISTINE B. TERELAK, AS TRUSTEES OF THE TERELAK FAMILY TRUST


SIGNATURE

By ZYGMUNT TERELAK, Trustee


SIGNATURE

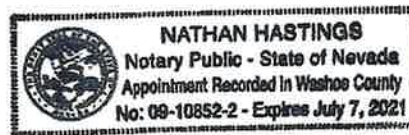
By: CHRISTINE B. TERELAK, Trustee

STATE OF Nevada)
COUNTY OF Washoe) ss.

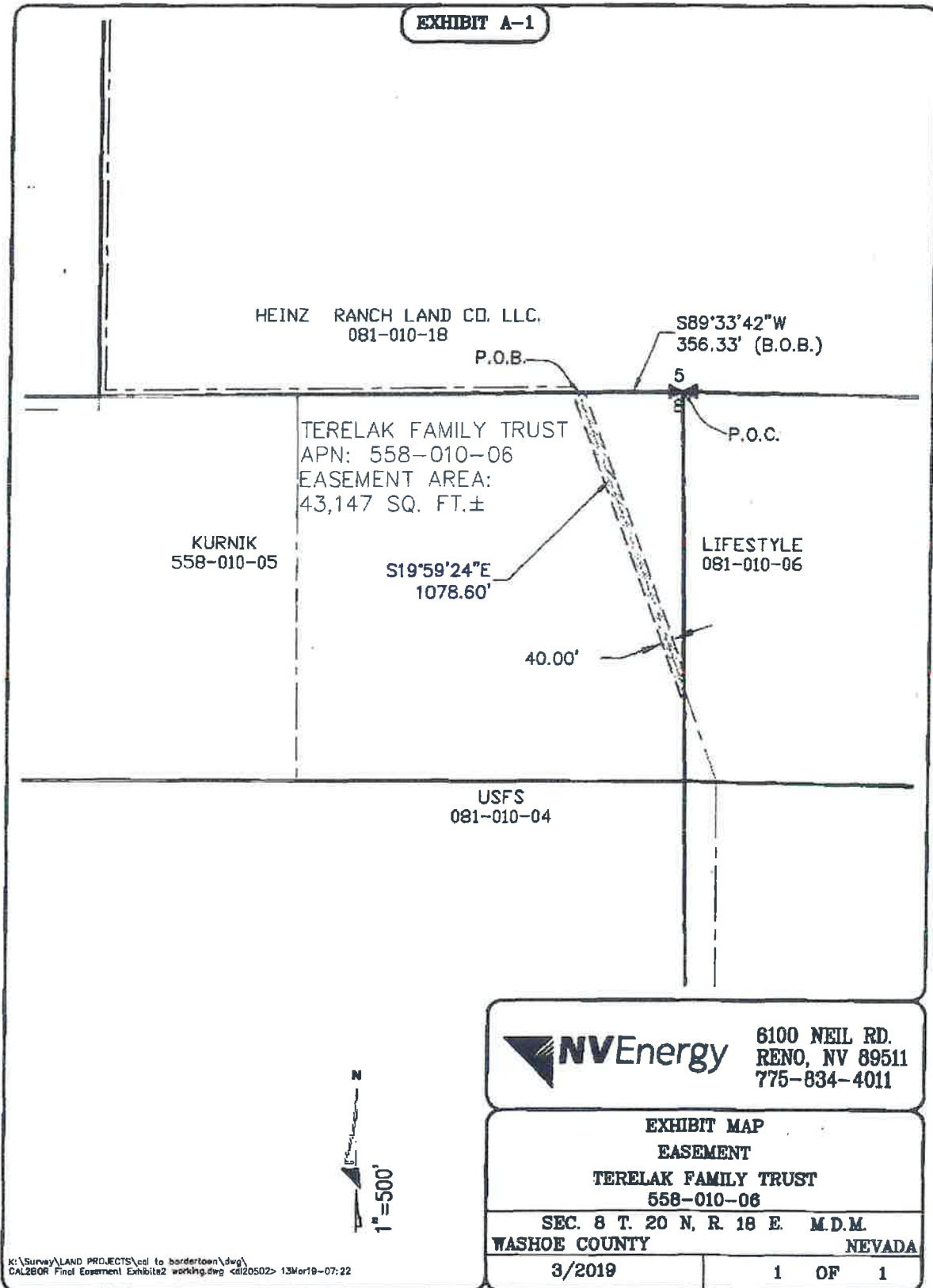
This instrument was acknowledged before me on April 1, 2020 by Zygmunt
and Christine B. Terelak, as Trustees Of The Terelak Family Trust.


Signature of Notarial Officer

Notary Seal Area →



APN(s): 558-010-06
RW# 0588-2019
Proj. # LR395V7LR2
Project Name: Cal to Bordertown 120 kV
GOE (Rev. 2017)



APN(s): 081-010-18

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

HEINZ RANCH LAND COMPANY, LLC, a Nevada limited liability company ("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 easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("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");
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 in 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, 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): 081-010-18
RW# 0585-2019
Proj. # LR395V7LR2
Project Name: Cal to Bordertown 120 kV
GOE (Rev. 2017)

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.

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.

[signature page follows]

APN(s): 081-010-18
RW# 0585-2019
Proj. # LR395V7LR2
Project Name: Cal to Bordertown 120 kV
GOE (Rev. 2017)

GRANTOR:

HEINZ RANCH LAND COMPANY, LLC,
a Nevada Limited liability company

By: Sorrento Heinz Ranch, LLC
Its: Manager

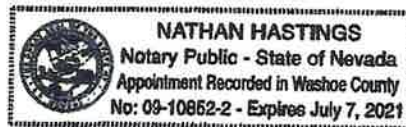
By: 
Donald A. Pattalock,
Authorized Representative

STATE OF Nevada)
COUNTY OF Washoe) ss.

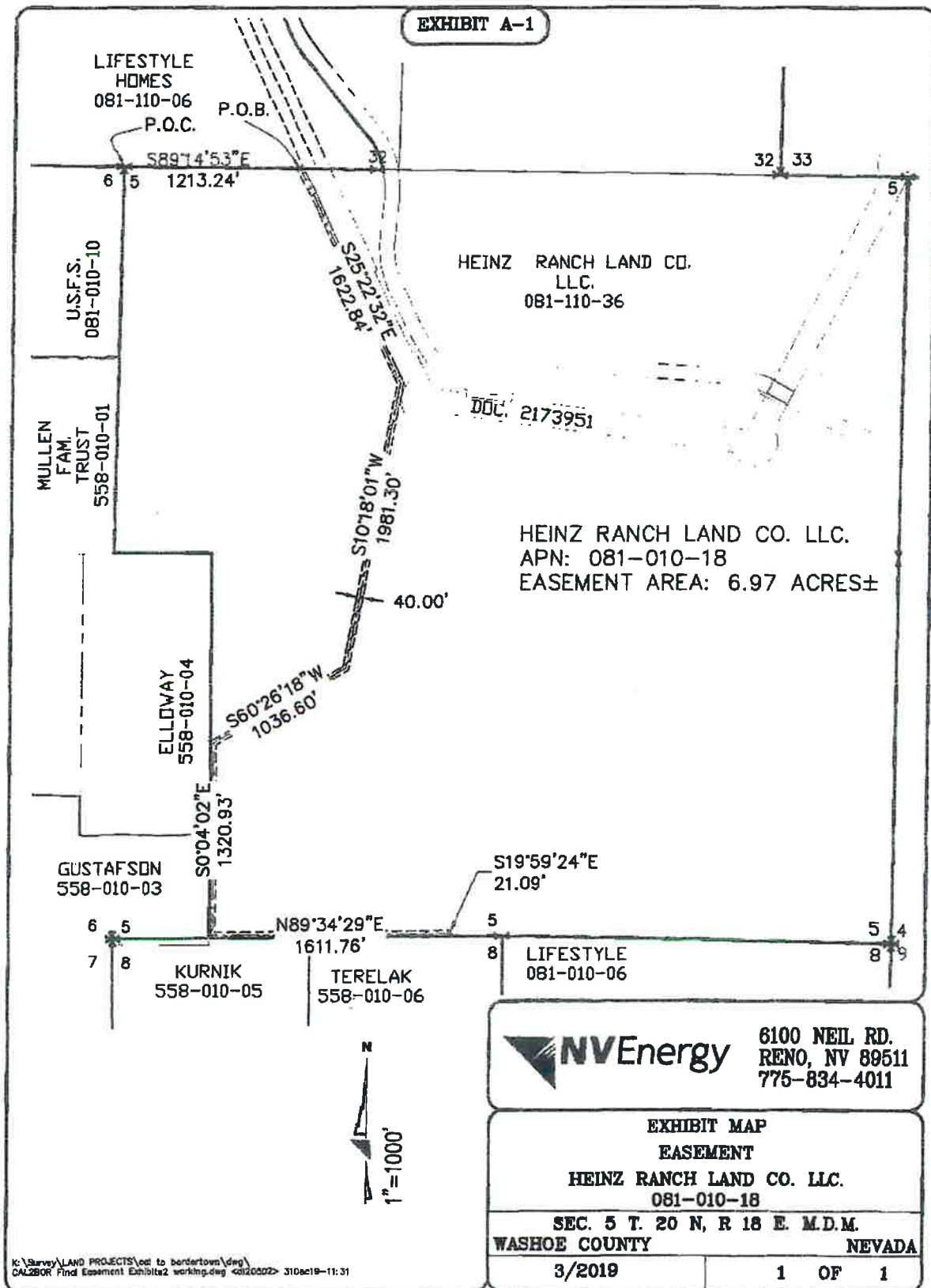
This instrument was acknowledged before me on December 31, 2019 by Donald A. Pattalock
as Authorized Representative of Heinz Ranch Land Company, LLC.


Signature of Notarial Officer

Notary Seal Area →



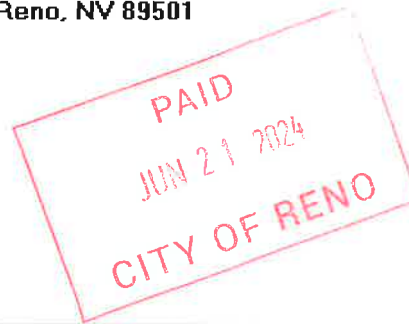
APN(s): 081-010-18
RW# 0585-2019
Proj. # LR395V7LR2
Project Name: Cal to Bordertown 120 kV
GOE (Rev. 2017)



PAYMENT DATE
06/21/2024
COLLECTION STATION
7933 - Front Desk 2
RECEIVED FROM
APPEAL - LDC24-00015
DESCRIPTION
MARK SULLIVAN - NV ENERGY

City of Reno
1 East First Street
Reno, NV 89501

BATCH NO.
2024-00005043
RECEIPT NO.
2024-00274200
CASHIER
Gutierrez, Jennifer



PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																
6901	Copies/Miscellaneous 00100-0000-5780-1099 Other income \$100.00	\$100.00																
	<table><tr><td>Total Cash</td><td>\$0.00</td></tr><tr><td>Total Check</td><td>\$0.00</td></tr><tr><td>Total Charge</td><td>\$100.00</td></tr><tr><td>Total Wire</td><td>\$0.00</td></tr><tr><td>Total Other</td><td>\$0.00</td></tr><tr><td>Total Remitted</td><td>\$100.00</td></tr><tr><td>Change</td><td>\$0.00</td></tr><tr><td>Total Received</td><td>\$100.00</td></tr></table>	Total Cash	\$0.00	Total Check	\$0.00	Total Charge	\$100.00	Total Wire	\$0.00	Total Other	\$0.00	Total Remitted	\$100.00	Change	\$0.00	Total Received	\$100.00	
Total Cash	\$0.00																	
Total Check	\$0.00																	
Total Charge	\$100.00																	
Total Wire	\$0.00																	
Total Other	\$0.00																	
Total Remitted	\$100.00																	
Change	\$0.00																	
Total Received	\$100.00																	
Total Amount:		\$100.00																

Customer Copy



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1 E First Street
2nd Floor
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775-334-2030
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JUN 21 2024
CITY CLERK

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To be considered complete, the appeal must: (1) be in writing; (2) provide information addressing all of the items below; (3) be accompanied by the required appeal fee adopted by the City Council; and, (4) submitted to the City Clerk's Office or emailed to cityclerk@reno.gov.

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Untimely appeals will be rejected by the City Clerk, and any appeal fees paid will be returned.

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- ☒ Planning Commission Decision
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- ☐ Minor Deviation
- ☐ Minor Conditional Use Permit
- ☐ Site Plan Review
- ☐ Administrative Interpretation

RMC: Administrative Code

- ☐ Code Enforcement Citation
- ☐ Business License
- ☐ Building Permit
- ☐ Sign Permit
- ☐ Other:

LDC24-00015 (NV Energy Utility Corridor)

2. Appellant Information:

Appellant Name: Heinz Ranch Land Company LLC

Authorized Representative: Severin A. Carlson

Address: Kaempfer Crowell, 50 W. Liberty Street, Suite 1100, Reno, NV 89501

Telephone No.: (775) 852-3900

Email Address: scarlson@kcnvlaw.com

3. Brief description of the action, decision, or order being appealed. (Please reference the project name, address, case number, citation number, or permit number, as applicable. Attach additional sheets, as necessary.)

Appellant Heinz Ranch Land Company LLC ("Appellant" or "Heinz Ranch") limits its appeal to Condition 9 of the Planning Commission's June 6, 2024, approval of NV Energy's application for conditional use permit in Case No. LDC 24-00015 (NV Energy Utility Corridor). The conditional use permit supports NV Energy's construction of a 120-kilovolt electric transmission line across numerous parcels, including Washoe County Assessor's Parcel No. 081-010-18, owned by Heinz Ranch. Condition 9 requires the transmission line in the Cold Springs area to "...match the general alignment as presented in the FEIS [Final Environmental Impact Statement]..." rather than allowing NV Energy to utilize a mutually negotiated private easement from Heinz Ranch granted to NV Energy, recorded in Washoe County on April 7, 2020, as Document No. 5017460.

4. Describe in detail how the action, decision, or order being appealed impacts you or your property, as applicable. (Attach additional sheets, as necessary.)

Heinz Ranch owns parcels of real property located in the Cold Springs area commonly known as StoneGate which benefit from those certain land use entitlements in the form of a planned unit development, certified by the City of Reno in 2018 ("StoneGate PUD"). Included in StoneGate PUD is APN 081-010-18, through which NV Energy seeks to construct its transmission line.

More than four years before NV Energy applied for its conditional use permit from the City of Reno, it negotiated an easement with Heinz Ranch to locate the portion of the transmission line through APN 081-010-18 in a manner that best preserves the integrity of the StoneGate PUD, existing water and other resources within StoneGate, as well as future entitlement modifications to StoneGate, and ultimate development of the property. The mutually agreed upon easement between NV Energy and Heinz Ranch is 40 feet wide and is solely located on APN 081-010-18.

As acknowledged in the Planning Staff Report, NV Energy's conditional use permit application "proposes to deviate from the FEIS alignment on two private parcels to better facilitate future development within the StoneGate PUD, which was certified in 2018." Only one of the referenced private parcels is within StoneGate and owned by Heinz Ranch. The other private parcel, APN 558-010-06, negotiated a separate agreement with NV Energy, and recorded an easement on April 2, 2020, in Washoe County as Document No. 5016519, five (5) days prior to the recordation of the Heinz Ranch easement. That property was later sold, subject to that easement, on or about March 19, 2021.

Planning Staff also acknowledged that the revised alignment "...is on private property, [and therefore] it is not explicitly subject to the FEIS placement and the Planning Commission has the authority to approve this deviation."

Despite having the authority to adopt an alignment consistent with the easement mutually agreed upon by Heinz Ranch and NV Energy, the Planning Commission adopted Condition 9, requiring the transmission line to bisect StoneGate and APN 081-010-18, essentially running the transmission line through the middle of Heinz Ranch's private property.

5. Describe in detail the reason(s) why the action, decision, or order being appealed should be reversed, modified or set aside. (Attach additional sheets, as necessary.)

Heinz Ranch requests that the City Council only reverse (e.g. remove) Condition 9, or alternatively, modify the condition, to allow NV Energy to utilize the existing easements it has obtained on private property for its transmission line, including the easement mutually agreed upon by NV Energy and Heinz Ranch. As acknowledged in Planning Staff's report, the Planning Commission had the authority to approve the transmission line route through the easement granted by Heinz Ranch across its private property. The City Council possesses that same authority to reverse, or alternatively, modify Condition 9.

The Planning Commission erred in adopting Condition 9 rather than utilizing the Heinz Ranch easement. Condition 9 is inconsistent with a number of necessary findings the Planning Commission must make pursuant to RMC 18.08.605(e), including but not limited to the Condition 9 route not being compatible with surrounding development as contemplated by the StoneGate PUD or with the pending Master Plan Amendment and Zoning Map Amendment sought by Heinz Ranch.

The Planning Commission's Condition 9 is also inconsistent with the necessary finding concerning property damage to Heinz Ranch's real property. Condition 9 could result in a future condemnation of private property and diminution in value to Heinz Ranch's property, when Heinz Ranch already granted an easement to NV Energy in 2020 so as to reduce impacts to its private property rights and development plans.

6. Please identify and attach all documentation/evidence that you would like considered supporting your appeal. (Attach additional sheets, as necessary.)

- (1) Grant of Easement from Heinz Ranch to NV Energy recorded in Washoe County on April 7, 2020 as Document No. 5017460, enclosed with this appeal.
- (2) Grant of Easement to NV Energy recorded in Washoe County on April 2, 2020, as Document No. 5016519, enclosed with this appeal.
- (3) StoneGate PUD Handbook as maintained in the files of the City of Reno and recorded in Washoe County on August 9, 2018, as Document No. 4840359, of which the City Council should take administrative notice.
- (4) Application, Supporting Materials and Staff Report in Case No. LDC 24-00015 (NV Energy Utility Corridor) as maintained in the files of the City of Reno, of which the City Council should take administrative notice.

7. Relief or action sought. (Attach additional sheets, as necessary.)

Condition 9 should be reversed (e.g., removed), or alternatively, modified, to allow NV Energy to utilize the easements it has obtained on private property, including the easement mutually agreed upon by NV Energy and Heinz Ranch, for its transmission line. Such reversal or modification is consistent with RMC 18.08.307(j)(3)(b) and NRS 278.020.

Appellant or Authorized Representative

Signature (Print Name):

SEVERIN A. CARLSON

☒ By checking this box, I agree information is complete and I have authority to sign this form.

For Office Use:

Hearing Date: July 31, 2024

Hearing Time: 6 PM

Hearing Location: Council Chambers

☒ Via Zoom (Link emailed to information indicated above at least 5 business days prior to hearing)

Received by: [Signature]

ATTACHMENT 1

APN(s): 081-010-18

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

HEINZ RANCH LAND COMPANY, LLC, a Nevada limited liability company ("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 easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("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");
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 in 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, 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): 081-010-18

RW# 0585-2019

Proj. # LR395V7LR2

Project Name: Cal to Bordertown 120 kV

GOE (Rev. 2017)

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.

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.

[signature page follows]

APN(s): 081-010-18
RW# 0585-2019
Proj. # LR395V7LR2
Project Name: Cal to Bordertown 120 kV
GOE (Rev. 2017)

GRANTOR:

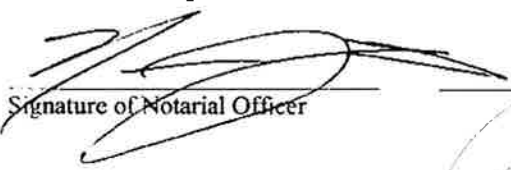
HEINZ RANCH LAND COMPANY, LLC,
a Nevada Limited liability company

By: Sorrento Heinz Ranch, LLC
Its: Manager

By: 
Donald A. Pattalock,
Authorized Representative

STATE OF Nevada)
COUNTY OF Washoe) ss.

This instrument was acknowledged before me on December 31, 2019 by Donald A. Pattalock
as Authorized Representative of Heinz Ranch Land Company, LLC.


Signature of Notarial Officer

Notary Seal Area →



APN(s): 081-010-18
RW# 0585-2019
Proj. # LR395V7LR2
Project Name: Cal to Bordertown 120 kV
GOE (Rev. 2017)



W.O. LR395V7LR2

HEINZ RANCH LAND CO. LLC.

APN: 081-010-18

EXHIBIT "A"
EASEMENT

A portion of Section 5, Township 20 North, Range 18 East, M.D.M., Washoe County, Nevada, more particularly described as follows;

An easement, 40 feet in width, lying 20 feet on each side of the following described centerline:

COMMENCING at the northwest corner of said Section 5;

THENCE along the north line of the northwest quarter of said Section 5, South 89°14'53" East, a distance of 1213.24 feet to the **POINT OF BEGINNING**;

THENCE along a course parallel with and 20 feet westerly of the west line of the easement described in Document 2173951 as recorded in the Official Records of Washoe County on January 27, 1998, South 25°22'32" East, a distance of 1622.84 feet;

THENCE, leaving said parallel course, South 10°18'01" West, a distance of 1981.30 feet;

THENCE, South 60°26'18" West, a distance of 1036.60 feet to a point 20 feet easterly of the west line of the east ½ of the southwest ¼ of said Section 5.

THENCE, parallel with and 20 feet easterly of said west line, South 00° 04'02" East, a distance of 1320.93 feet to a point 20 feet north of the south line of said Section 5;

THENCE parallel with and 20 feet northerly of said south line of Section 5, North 89°34'29" East, a distance of 1611.76 feet;



THENCE South $19^{\circ}59'24''$ East, a distance of 21.09 feet to the south line of said Section 5 and the POINT OF TERMINUS of this description.

The sidelines of said easement are to be extended or truncated to meet at angle points and to terminate on the south and north lines of said Section 5.

Above Easement contains 6.97 acres of land more or less.

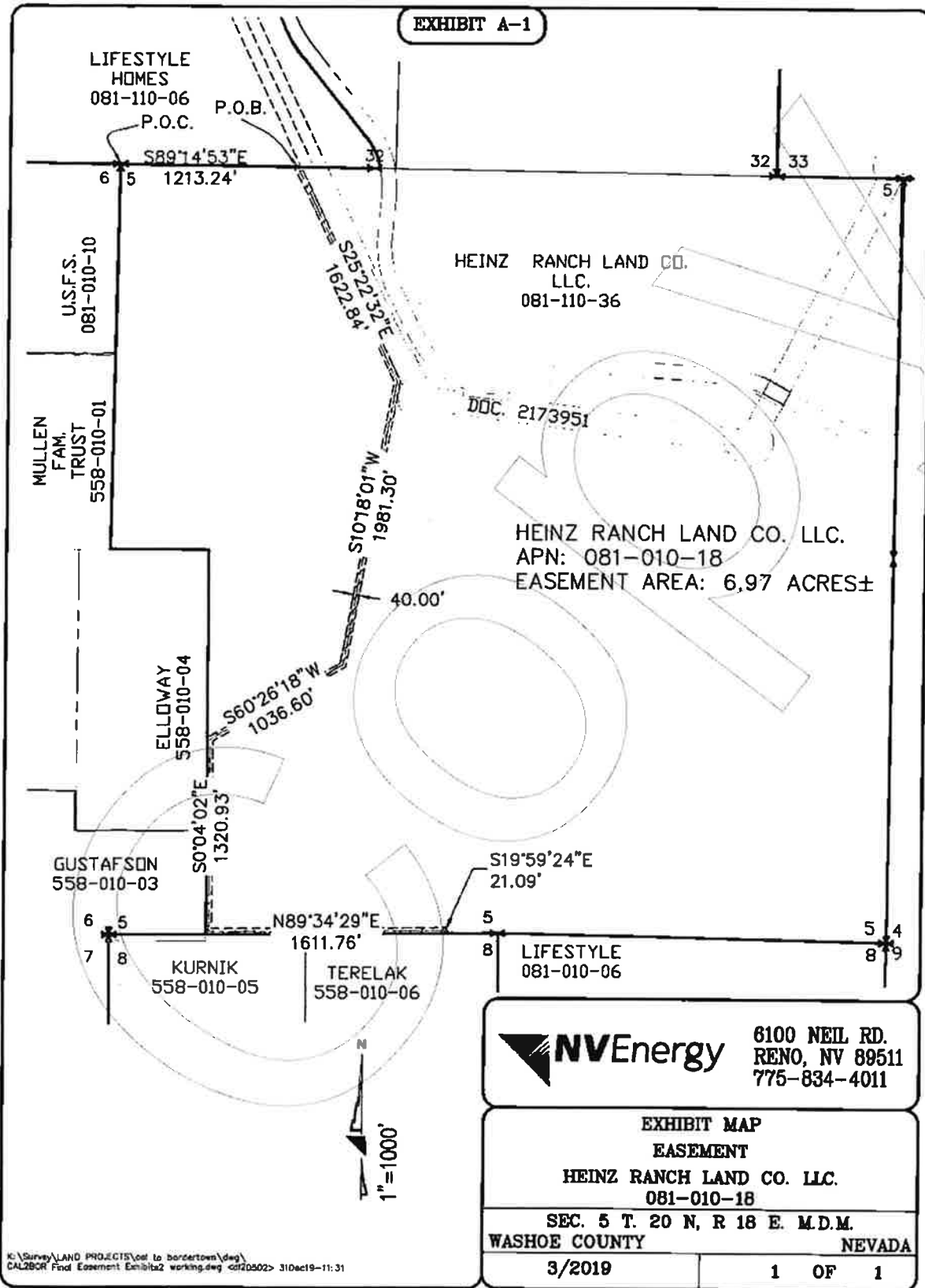
See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Easement is the north line of the northwest quarter of said Section 5, which bears South $89^{\circ}14'53''$ West.

Prepared by Doug Larson P.L.S.


12/31/19





ATTACHMENT 2

DOC #5016519

04/02/2020 04:33:23 PM

Electronic Recording Requested By
NEVADA POWER COMPANY DBA N

Washoe County Recorder

Kalie M. Work

Fee: \$43.00 RPTT: \$0

Page 1 of 5

APN(s): 558-010-06

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

ZYGMUNT AND CHRISTINE B. TERELAK, AS TRUSTEES OF THE TERELAK FAMILY TRUST, ("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 easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**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**");
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 in 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, 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): 558-010-06

RW# 0588-2019

Proj. # LR395V7LR2

Project Name: Cal to Bordertown 120 kV

GOE (Rev. 2017)

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.

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.

[signature page follows]

APN(s): 558-010-06
RW# 0588-2019
Proj. # LR395V7LR2
Project Name: Cal to Bordertown 120 kV
GOE (Rev. 2017)

GRANTOR:

ZYGMUNT AND CHRISTINE B. TERELAK, AS TRUSTEES OF THE TERELAK FAMILY TRUST


SIGNATURE
By: ZYGMUNT TERELAK, Trustee


SIGNATURE

By: CHRISTINE B. TERELAK, Trustee

STATE OF Nevada)
COUNTY OF Washoe) ss.

This instrument was acknowledged before me on April 1, 2020 by Zygmunt
and Christine B. Terelak, as Trustees Of The Terelak Family Trust.


Signature of Notarial Officer

Notary Seal Area →



APN(s): 558-010-06
RW# 0588-2019
Proj. # LR395V7LR2
Project Name: Cal to Bordertown 120 kV
GOE (Rev. 2017)



W.O. LR395V7LR2

TERELAK FAMILY TRUST

APN: 558-010-06

EXHIBIT "A"
EASEMENT

A portion of Section 8, Township 20 North, Range 18 East, M.D.M., Washoe County, Nevada shown as Parcel 6 on the Map of Division into Large Parcels for Z. Terelak and Robert F. Merchant Jr. MD. recorded in the Official Records of Washoe County as file number 2097194 on May 12, 1997, more particularly described as follows;

An easement, 40 feet in width, lying 20 feet on each side of the following described centerline:

COMMENCING at the North quarter corner of said Section 8;

THENCE South $89^{\circ}33'42''$ West, a distance of 356.33 feet along the north line of the east half of the northwest quarter of said Section 8 to the **POINT OF BEGINNING**;

THENCE South $19^{\circ}59'24''$ East, a distance of 1078.60 feet to the east line of the north half of the northwest quarter of said Section 8 and the **TERMINUS OF THIS DESCRIPTION**.

The sidelines of said easement are to be extended or truncated to terminate on the west and north lines of the Grantor.

Above Easement contains 43,147 square feet of land more or less.

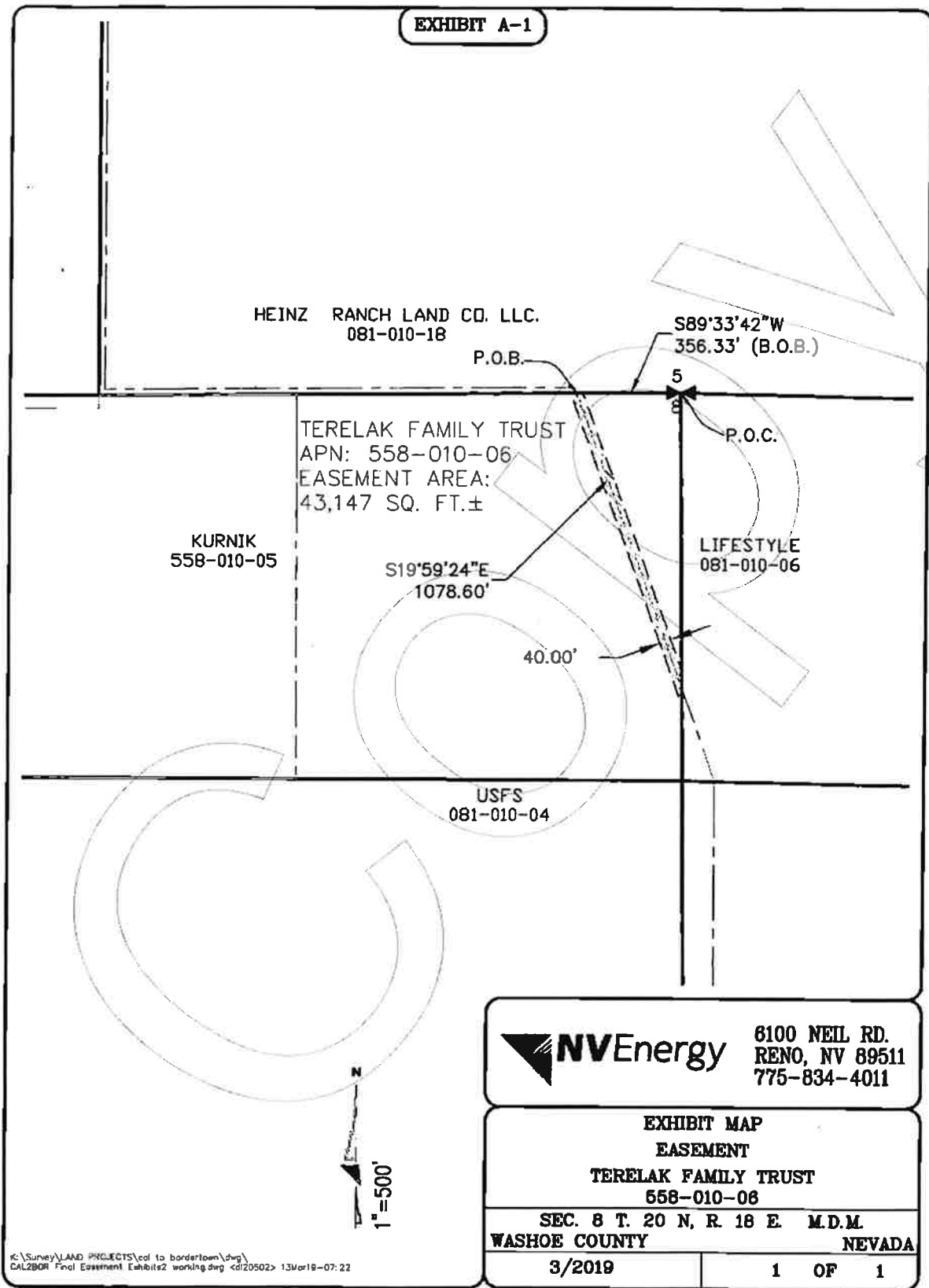
See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Easement is the north line of the east half of the northwest quarter of said Section 8, which bears South $89^{\circ}33'42''$ West.

Prepared by Doug Larson P.L.S.

[Handwritten signature]
3/11/19





06/21/2024

7947-Front Desk 1

APPEAL FEE -KAEMPFER
CROWELL LTD

APPEAL FEE LDC24-00015

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