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Doc Number: **0811027**

10/17/2012 09:15 AM

OFFICIAL RECORDS

Requested By
Nv Energy

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 8 Fee: \$ 21.00

Bk: 1012 Pg: 4352



Deputy: ar

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

✓
NV Energy
Land Operations (S4B20)
P.O. Box 10100
Reno, NV 89520

C30-23485
APN: 1320-29-301-003
WORK ORDER # TUA/Keele

Grant of Easement for TUA
Judy Keele, Trustee of the First Amended Dean Seeman Trust
Title of Document

This page added to provide additional information required by NRS 111.312
Sections 1-2. (Additional recording fee applies)

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

Denise Dohrmann for Richard Pyatt

APNs: 1320-29-301-003

When recorded, mail to:

Richard Pyatt
NV Energy
P.O. Box 10100
Reno, NV 89520-0024

TRANSMISSION USE AGREEMENT

This Transmission Use Agreement ("Agreement"), is made and entered into this 17 day of NOVEMBER, 2011, by and between Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy, with its principal office located at 6100 Neil Road, Reno, NV 89511 ("**NV Energy**") and Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement Dated Oct 2, 1990 ("**Owner**"). From time to time, Owner and NV Energy may be individually referred to herein as a Party and collectively as the Parties.

Owner certifies that it is the legal owner of the property identified on Exhibit A attached hereto, lying within a portion of the SW ¼ of Section 29, Township 13 North, Range 20 East, M. D. M. Nevada, presently known as: Assessor's Parcel Numbers 1320-29-301-003, inclusive, (the "**Property**").

NV Energy holds a Grant of Easement relating to the Property as per document 11132, recorded December 14, 1955 in the Official Records, Douglas County, Nevada in, upon and over which **NV Energy** electric system and communication facilities are located ("**Easement Area**").

Owner is requesting a drainage easement within the electrical easement shown on Exhibit A. This easement is subject to **NV Energy's** written consent.

NV Energy hereby consents to this request described in Section 3 below subject to the terms and conditions contained in this Agreement.

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

1. **Owner** acknowledges that **NV Energy's** facilities may be dangerous to property and life, and therefore agrees to comply with the requirements in this Agreement. Further, **Owner** will report to **NV Energy** any known incident of unauthorized contact, hazards, vandalism or trespass that affect or may affect **NV Energy's** facilities.

Project Name: Keele TUA
Reference Document: 11132
TUA OH NEW CONC RECORDED

2. **Owner** must comply with the following:

2.1 **Owner** must comply with all applicable National Electrical Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) requirements.

2.2 **Owner** must not stockpile materials and/or equipment under lines.

2.3 **Owner** must maintain a 40'x40' square of vacant and accessible area on one side of "tangent" structures 88785 and a 40'x40' square of vacant and accessible area around structures 280903 and structure 65055 to allow NV **Energy** access for maintenance purposes, as shown in Exhibit A.

2.4 **Owner**, at its expense, must maintain the Easement Area that is within the Property.

2.5 Before conveying fee simple interest to all or a portion of the Property, **Owner** must provide the future property owner with a copy of this Agreement and the NV **Energy** easements identified above.

3. In addition, **Owner** must construct and maintain the improvements in the Easement Area in accordance with the detailed designs that are attached as Exhibits A to this Agreement and incorporated herein by reference:

3.1 **NV Energy** approves the installation of landscaping (no palm trees or pine trees), river rock, and block walls (said block walls must be outside the easement area). The maximum height of these items must not exceed 10' (ten feet).

3.2 Grading

3.3 Improvement Plans Detail Sheet.

Additionally, **Owner** may excavate, grade and make grade changes with the prior approval of NV **Energy**, which approval will not be unreasonably withheld, delayed or conditioned. **Owner** agrees to submit any excavation plan to NV **Energy** for prior written approval.

4. The following activities/uses of the Property within the Easement Area, for safety and liability reasons, are typically not allowed, certain specific exceptions may be noted in Section 3:

4.1 Parking and storage of vehicles exceeding 8' in height.

4.2 Covered parking.

- 4.3 Metallic fences and structures.
- 4.4 Block walls.
- 4.5 Trash enclosures.
- 4.6 Buildings or structures and free standing signs.
- 4.7 Swimming pools.
- 4.8 Pine and palm trees.
- 4.9 Elevation or grade changes.
- 4.10 Obstructions that limit SPPC's access to its facilities.

Notwithstanding the foregoing, the Transmission Use Agreement will only govern and affect that portion of the Property wherein the Easement Area and Owner's drainage easement overlap as shown on **Exhibit "A"** attached hereto.

- 5. **Owner** must not make additional uses of or add other improvements within the Easement Area that are not identified in Section 3 above until after **Owner** and **NV Energy** execute and record a new transmission use agreement in the form substantially similar to this Agreement.
- 6. This Agreement continues in effect for perpetuity, and constitutes a covenant running with the land, provided, however, that nothing contained in this Agreement may be construed as a conveyance by either Party of the Party's respective rights in the Easement. The Agreement binds and inures to the benefit of the respective heirs, successors, personal representatives, and assigns of the Parties.
- 7. If any person, governmental agency, or other entity which is not a party to this Agreement commences any proceedings or makes any claim against **NV Energy** which is based upon or arises out of this Agreement, then **Owner** will defend, indemnify and hold harmless **NV Energy** from the proceedings or claim to the extent of the **Owner's** wrongful conduct.
 - 7.1 This obligation to defend, indemnify and hold harmless, includes, but is not limited to the following matters:
 - 7.1.1 Personal injuries or loss of life;

- 7.1.2 Damage or loss to real or personal property;
 - 7.1.3 Hazardous waste or environmental liability; and
 - 7.1.4 Citations, fines, taxes, assessments, or related matters from any governmental authority including, but not limited to, OSHA, the EPA, and the IRS.
- 7.2 The Indemnified Party must notify the Responsible Party of the proceedings or claim within a reasonable period of time after it has received actual notice of the proceedings or claim. The Parties will take all reasonable actions necessary to assist each other in determining the nature and extent of the issues contained in the proceedings or claim.
- 7.3 If a proceeding is commenced against the Indemnified Party which is based upon or arises out of this Agreement, then the Indemnified Party is entitled to make the Responsible Party a party to the proceeding for the purpose of enforcing the terms and conditions of this Section.
- 7.4 The obligations contained in this Section survive termination of this Agreement.
8. Any dispute or cause of action between the Parties to this Agreement, including, but not limited to, contract issues, tort issues, equity issues and interpretation of laws or regulations, must be resolved as follows:
- 8.1 Preliminary Injunctions and Temporary Restraining Orders may be sought through any proper court. After considering an application for a Preliminary Injunction and/or Temporary Restraining Order, the court may either grant the relief sought and then submit the matter to an arbitrator for final determination or submit the entire matter to an arbitrator for determination.
 - 8.2 All other relief, including, but not limited to, damages will be determined by final and binding arbitration using the American Arbitration Association in accordance with its Commercial Arbitration Rules, in effect at the time of the arbitration. Any award or determination rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof.
9. If **NV Energy** desires access to its facilities for any reason and at any time, then **Owner** must take all necessary actions to provide such access, including without limitation, removal of vehicles and locks. If **Owner** fails to comply with the requirements of this Section, **NV Energy** is entitled to take any action it deems necessary, in its sole

judgment, to access the facilities without liability to **Owner** and **Owner** will promptly reimburse **NV Energy** for any related costs.

10. **NV Energy** is entitled to terminate this Agreement upon a minimum of sixty (60) days prior written notice to **Owner**, without default, in the event that:

10.1 **NV Energy**, in its sole judgment, determines that any use of Property within the Easement Area is not in accordance with this Agreement; or that

10.2 Existing approved uses endanger the safe and reliable construction, operation or maintenance of its facilities.

11. Any notices under this agreement must be addressed to the appropriate Party as follows:

NV Energy Richard Pyatt NV Energy 6100 Neil Road Reno, NV 89511	Owner Seeman Trust 1692 Country Rd Ste A Minden, NV 89423
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IN WITNESS WHEREOF, the Parties execute this Agreement.

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

Judy Keele, as Trustee of the First Dean Seeman Trust Agreement Dated Oct 2, 1990

By: James Saavedra

By: Judy Keele

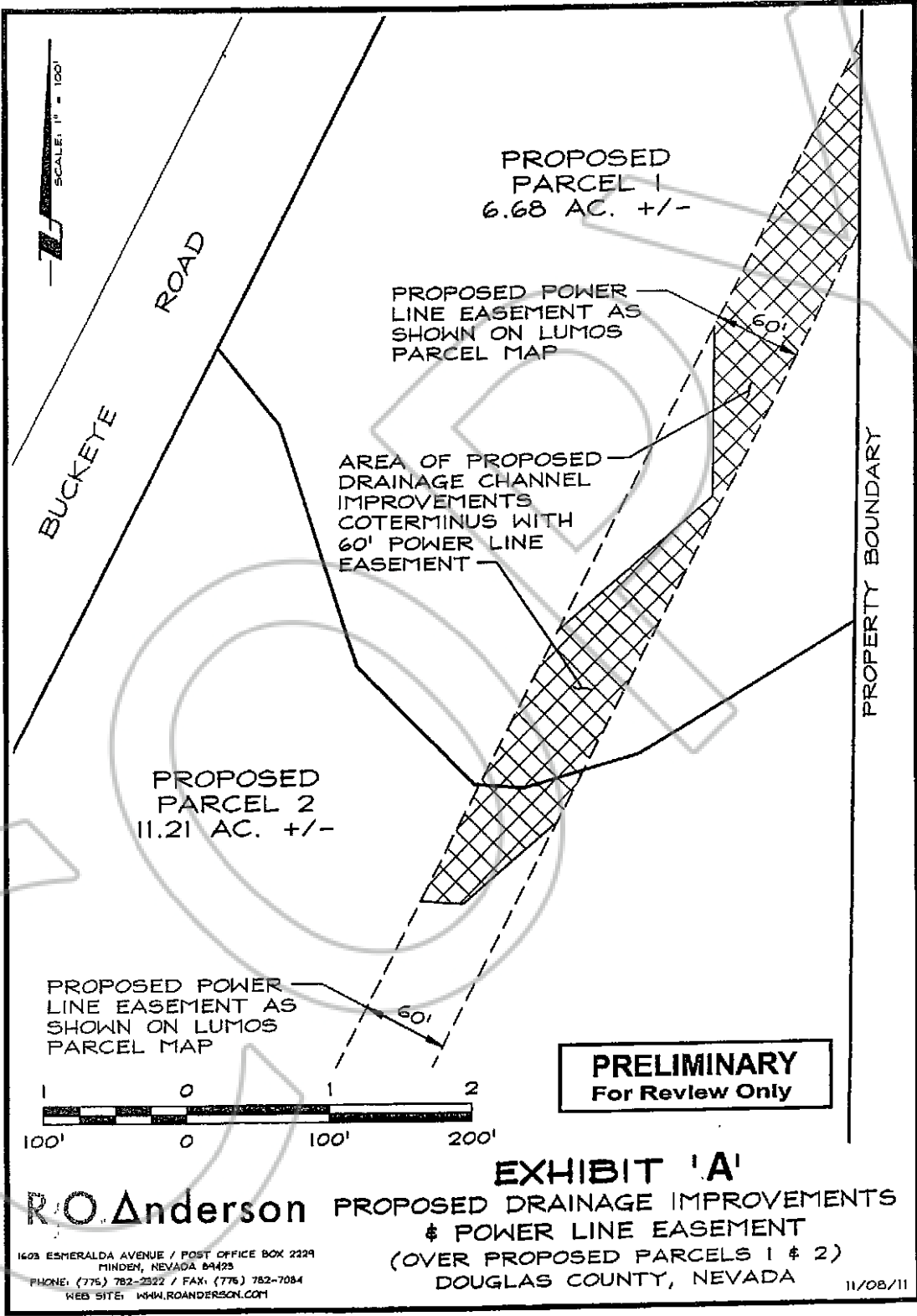
Name: James R. Saavedra

Name: Judy Keele

Title: Director of Administration and Property Services

Title: Trustee

Project Name: Keele TUA
Reference Document: 11132
TUA OH NEW CONC RECORDED



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R.O. Anderson
1603 ESMERALDA AVENUE / POST OFFICE BOX 2229
MINDEN, NEVADA 89425
PHONE: (775) 782-2522 / FAX: (775) 782-7084
WEB SITE: WWW.ROANDERSON.COM

EXHIBIT 'A'
PROPOSED DRAINAGE IMPROVEMENTS
& POWER LINE EASEMENT
(OVER PROPOSED PARCELS 1 & 2)
DOUGLAS COUNTY, NEVADA

11/08/11