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05/21/2013 03:19 PM

OFFICIAL RECORDS

Requested By:
NV ENERGY

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 8 Fee: \$ 21.00

Bk: 0513 Pg: 5551



Deputy gb

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

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

C30-23690
APN: 1220-10-501-006
WORK ORDER # 3000073820

Grant of Easement for O/H Electric Facilities — Wal-Mart Real Estate Business
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)

Dave Snelgrove

APN: 1220-10-501-006

WHEN RECORDED MAIL TO:
Land Operations Department
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

Wal-Mart Real Estate Business Trust, a Delaware statutory trust ("**Grantor**"), for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus, and improvements ("**Underground Utility Facilities**") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("**Easement Area 1**");
2. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("**Additional Utility Facilities**") upon, over, under and through the property described in Exhibit "B" hereto and by this reference made a part of this Grant of Easement ("**Easement Area 2**");
3. for the ingress and egress of vehicles and pedestrians within, on, over and across i) Easement Area 1, ii) Easement Area 2, and iii) the "Ancillary Access Area" depicted on Exhibit "C" hereto which includes drive aisles, parking areas, and landscaping areas of Grantor's property immediately adjacent to Easement Area 1 and Easement Area 2 which are reasonably necessary for Grantee to have access to Easement Area 1 and Easement Area 2; Grantor has the right to use the Ancillary Access Area for any uses, modify the Ancillary Access Area, or place any improvements in the Ancillary Access Area, and Grantee has no right to use the Ancillary Access Area for any use other than for ingress and egress provided in this section; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of Easement Area 1 and

APN: 1220-10-501-006
Proj. # 3000073820
Project Name: Grant St. Comm Wal-mart

Easement Area 2 as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in Easement Area 1 and Easement Area 2.


Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Underground Utility Facilities and/or the Additional Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on Easement Area 1 and/or Easement Area 2 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 4 above.

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 1 or Easement Area 2 without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, bridges, signage, fencing, storage facilities, and other covered facilities; provided that parking spaces, curbs, drive entrances, and drive aisles are expressly allowed. 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 Easement Area 1 and Easement Area 2 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.


GRANTOR:

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

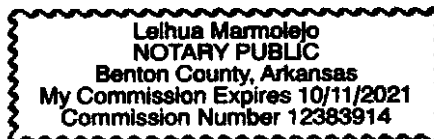

By: Frank Pampalone
Its: Director of Design and Project Management

STATE OF ARKANSAS
COUNTY OF BENTON

This instrument was acknowledged before me on November 8 2012 by Frank Pampalone as Director of Design and Project Management of Wal-Mart Real Estate Business Trust.


Signature of Notarial Officer

Notary Seal area →



APN: 1220-10-501-006
Proj. # 3000073820
Project Name: Grant St. Comm Wal-mart

**DESCRIPTION
10-FOOT WIDE PUBLIC UTILITY EASEMENT
(OVER A.P.N. 1220-10-510-006)**

EXHIBIT A

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING, SAID POINT BEING THE EASTERMOST CORNER OF PARCEL 6 ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MATHIAS PARKWAY AS SHOWN ON THE "RECORD OF SURVEY FOR JACOBSEN FAMILY SURVIVOR/RESIDUAL TRUST" AS FILED FOR RECORD MAY 11, 2000 IN THE OFFICE OF THE RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 491782; THENCE NORTH 44°45'21" WEST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID MATHIAS PARKWAY AND WITH ALL BEARINGS RELATED THERETO. A DISTANCE OF 190.24 FEET TO A POINT OF CURVATURE;

THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF MATHIAS PARKWAY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1747.50 FEET, A CENTRAL ANGLE OF 15° 06'34" AND AN ARC LENGTH OF 460.84 FEET TO A POINT OF COMPUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 82° 47'25" AND AN ARC LENGTH OF 216.74 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 683.00 FEET, A CENTRAL ANGE OF 7° 54'24" AND AN ARC LENGTH OF 94.25 FEET;

THENCE SOUTH 45° 15'04" WEST, A DISTANCE OF 180.18 FEET;

THENCE SOUTH 37° 18'27" WEST, A DISTANCE OF 86.83 FEET;

THENCE SOUTH 45° 15'04" WEST, A DISTANCE OF 108.63 FEET;

THENCE SOUTH 52° 05'38" WEST, A DISTANCE OF 100.72 FEET;

THENCE SOUTH 45° 15'04" WEST, A DISTANCE OF 86.80 FEET;

THENCE SOUTH 48° 58'41" WEST, A DISTANCE OF 62.79 FEET;

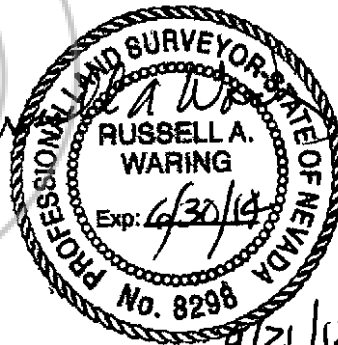
THENCE SOUTH 50° 47'36" WEST, A DISTANCE OF 79.47 FEET;
THENCE SOUTH 31° 47'39" EAST, A DISTANCE OF 10.08 FEET;
THENCE NORTH 50° 47'36" EAST, A DISTANCE OF 80.93 FEET;
THENCE NORTH 48° 58'41" EAST, A DISTANCE OF 63.27 FEET;
THENCE NORTH 45° 15'04" EAST, A DISTANCE OF 86.53 FEET;
THENCE NORTH 52° 05'38" EAST, A DISTANCE OF 100.72 FEET;
THENCE NORTH 45° 15'04" EAST, A DISTANCE OF 109.92 FEET;
THENCE NORTH 37° 18'27" EAST, A DISTANCE OF 86.83 FEET;
THENCE NORTH 45° 15'04" EAST, A DISTANCE OF 179.49 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 693.00 FEET, A CENTRAL ANGLE OF 7° 54'24" AND AN ARC LENGTH OF 95.63 FEET TO A POINT OF REVERSE CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGE OF 82° 47'25" AND AN ARC LENGTH OF 202.29 FEET TO A POINT OF COMPOUND CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1737.50 FEET, A CENTRAL ANGLE OF 10° 09'01" AND AN ARC LENGTH OF 307.81 FEET;
THENCE SOUTH 45° 15'04" WEST, A DISTANCE OF 90.34 FEET;
THENCE SOUTH 25° 01'40" WEST, A DISTANCE OF 25.05 FEET;
THENCE SOUTH 45° 15'04" WEST, A DISTANCE OF 16.92 FEET;
THENCE SOUTH 44° 44'56" EAST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 45° 15'04" EAST, A DISTANCE OF 18.76 FEET;
THENCE NORTH 25° 01'40" EAST, A DISTANCE OF 25.05 FEET;
THENCE NORTH 45° 15'04" EAST, A DISTANCE OF 89.40 FEET TO A POINT OF CURVATURE;

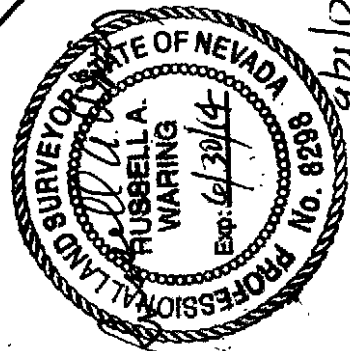
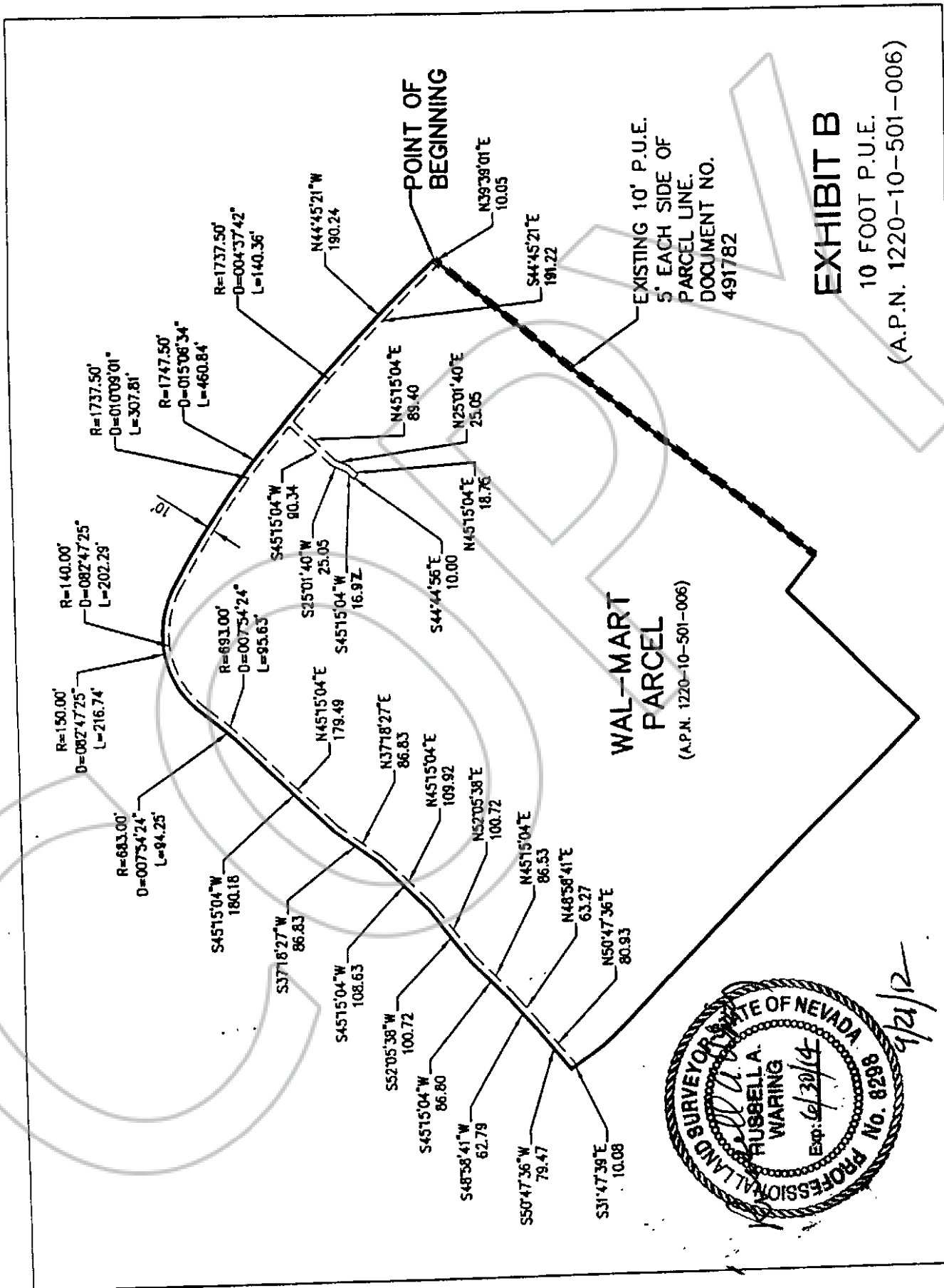
THENCE ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1737.50 FEET, A CENTRAL ANGLE OF $04^{\circ} 37' 42''$, AND AN ARC LENGTH OF 140.36 FEET, CHORD BEARS SOUTH $47^{\circ} 04' 12''$ EAST, A DISTANCE OF 140.32 FEET;

THENCE SOUTH $44^{\circ} 45' 21''$ EAST, A DISTANCE OF 191.22 FEET;

THENCE NORTH $39^{\circ} 39' 01''$ EAST, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING.

DESCRIPTION PREPARED FOR AND ON BEHALF OF PENTACOR ENGINEERING
BY RUSSELL A. WARING, PLS 8298





9/21/12

LEGEND

ANCILLARY ACCESS AREA

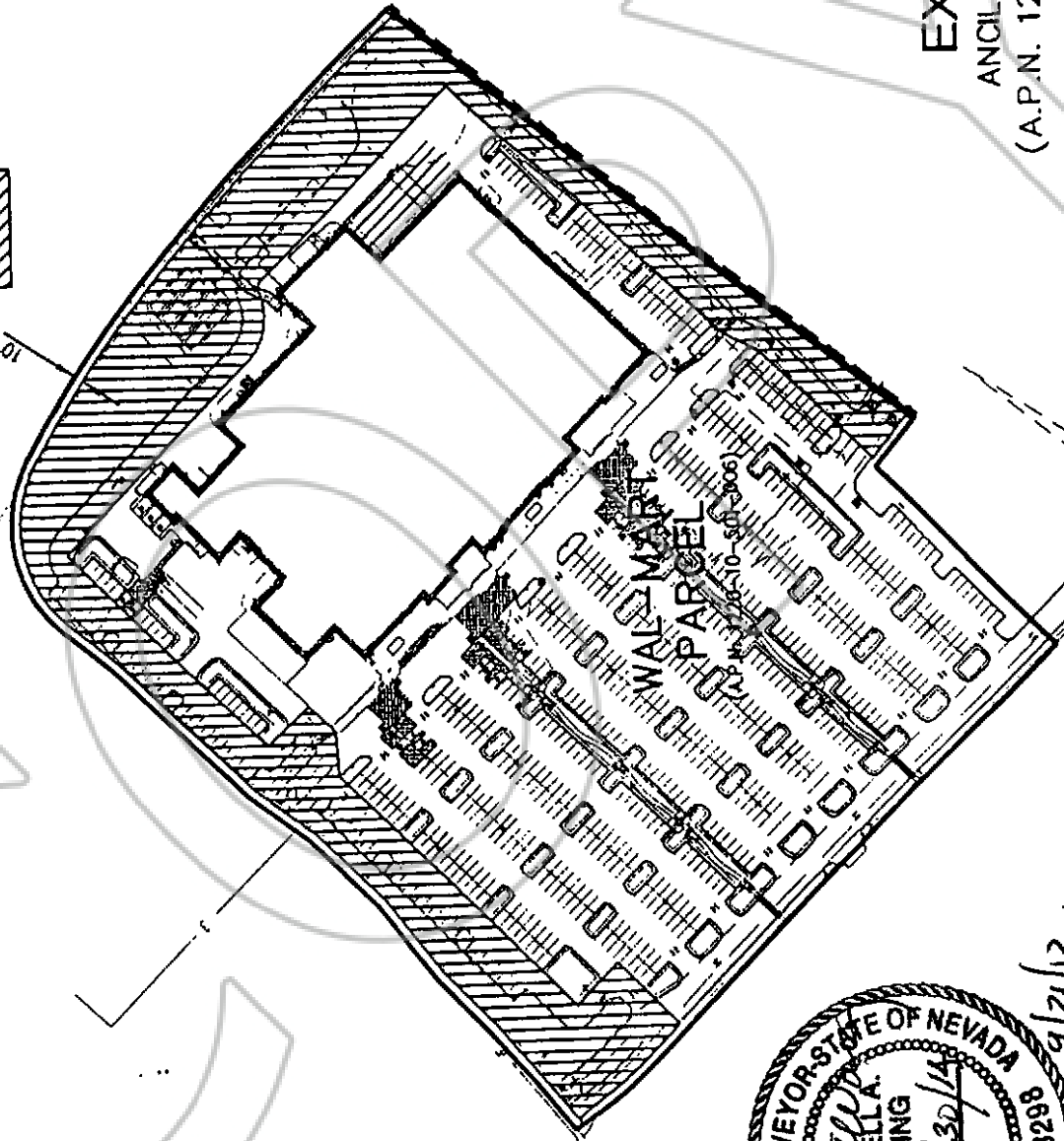


EXHIBIT C

ANCILLARY ACCESS.
(A.P.N. 1220-10-501-006)

