

RECORDING REQUESTED BY:

**NV Energy**



00028848201608754050070073

KAREN ELLISON, RECORDER

WHEN RECORDED RETURN TO:

**NV Energy**

**Land Resources (S4B20)**

**P.O. Box 10100**

**Reno, NV 89520**

C30- **24848**  
APN 1318-22-002-106

WORK ORDER # 3001207052

Grant of Easement for Electric

Grantor :

Board of Regents of the Nevada System of Higher  
Education on behalf of the University of Nevada, Reno

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)

Nathan Hastings  
Senior Right of Way Agent

APN: 1318-22-002-106

Recorder, please return to:  
Land Resources  
NV Energy  
P.O. Box 10100 MS S4B20  
Reno, NV 89520

## GRANT OF EASEMENT

This Easement is granted on this 24<sup>th</sup> day of Dec., 2015, by the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("Grantor") to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("Grantee").

**WHEREAS**, Grantee desires to acquire a certain easement described below in a portion of Grantor's property located in Douglas County, Nevada (the "Property"), which Easement is more specifically described in Exhibit "A" and depicted on Exhibit "A-1", both attached hereto and incorporated herein (the "Easement Area").

**NOW THEREFORE**, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, receipt of which is hereby acknowledged, Grantor grants this Easement subject to the following terms and conditions:

1. **Purpose.** Grantor hereby grants to Grantee a non-exclusive easement over, under, on, across a portion of Grantor's property as described in Exhibits A and A-1, for so long as the Easement Area is used exclusively for the purposes 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, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground) and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") depicted in Exhibit A (the "Easement"), thereto on Grantor's property. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted.
2. **Access.** Grantee shall have the right of ingress thereto and egress therefrom, across, upon and in the "Easement Area" to the extent necessary for the purposes set forth above.
3. **Use.** Grantee shall not, without Grantor's prior written consent (which consent shall not be unreasonably withheld), install or place any improvements or obstruction on the surface area of the Easement not related to the purpose of the Easement and

associated appurtenances. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its Property, and Grantee shall use such routes and follow such procedures on Grantor's Property as result in the least damage and inconvenience to Grantor. The operation and maintenance of the Utility Facilities shall be at Grantee's sole expense.

4. Notification of Work. Grantee shall notify Grantor 48 hours in advance of any work to be performed within Easement Area. In the event of an emergency, Grantee shall provide to Grantor notice of any work or construction being performed in the Easement Area as soon as practicable.

5. Hazardous Materials. Neither Grantee, nor any of Grantee's agents, contractors, employees, or invitees shall at any time, manufacture, store or knowingly dispose of in or about the Easement Area any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"), other than storage of construction vehicles with ordinary fuel tanks, and other small amounts of Hazardous Materials consistent with construction staging. Grantee shall not commit or permit waste, including any type of Hazardous Materials, at the Easement Area and shall allow no nuisances to exist or be maintained thereon. Grantee shall keep the Property in safe, neat and clean condition at Grantee's sole expense.

6. Damage to Property. Grantee shall be responsible for any damage to Grantor's Property or that of third parties resulting from any exercise of the rights herein granted. Grantee shall promptly repair and restore to its original condition any of Grantor's Property that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

7. Taxes. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's Property as a result of the Easement herein granted. If any liens are placed upon the Grantor's Property or the Easement Area as a result of Grantee's activities or use of the Easement Area, Grantee will remove the lien or bond around the lien within thirty (30) days of the lien being placed on Grantor's Property.

8. Grantor's Use. Grantor retains, for its benefit, the right to fence, plant, pave, landscape, maintain, alter or otherwise improve and to so use the Easement Area for its own purposes, so long as such purposes do not unreasonably interfere with Grantee's rights herein granted. Grantor will seek approval from Grantee for any fencing, planting, paving, or landscaping Grantor seeks to place in the Easement Area. Approval from the Grantee shall not be unreasonably withheld and if withheld, must be related to codes,

rules, regulations or standards applicable to or abided by NV Energy in providing power to the Easement Area.

9. Compliance with Laws. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

10. Relocation. Grantor may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's Property. Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs at no cost to Grantee. Grantor shall be responsible for all costs related to the relocation of the Utility Facilities as dictated by Grantee's electric tariff Rule 9 or its successor rule.

11. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its officers, employees and agents from and against all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorneys' fees, arising from the negligence or intentional act, including the failure to act, by Grantee or any of its officers or employees, which may occur during or which may arise out of the performance of this Easement.

12. Termination. Grantor may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. A power line can be de-energized for up to eighteen (18) months without being considered non-use of the Easement under this paragraph. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Property conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall, in a commercially reasonable period of time, remove any and all improvements it installed in, on, under or above the Easement Area.

13. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

14. Benefit to Successors, Assigns. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

EXECUTED on this 17<sup>th</sup> day of December, 2015.

GRANTOR:

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,  
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO**

Recommended by:

Recommended by:

Date: 11/18/2015

Date: 12-15

By: Mark Walker  
Mark Walker, Dean/Director  
Cooperative Extension

By: Marc Johnson  
Marc Johnson, President, or Designee  
University of Nevada, Reno

APPROVED:

Daniel J. Klach  
By: Daniel J. Klach  
Title: Chancellor, Nevada System of Higher Education

STATE OF NEVADA            )  
  )ss.  
COUNTY OF WASHOE        )

On this 17<sup>th</sup> day of December, 2015, Daniel J. Klach, Chancellor of the Nevada System of Higher Education personally appeared before me the undersigned, a notary public in and for said County and State, Nevada who acknowledged to me that he executed the above instrument for the purposes stated therein.

WITNESS my hand and official seal.

Daniette E. Williams  
NOTARY PUBLIC in and for said County and State

SEAL}





**W.O. 3001207052**

**State of Nevada**

**APN: 1318-22-002-106**

**EXHIBIT "A"**  
**EASEMENT**

A portion of the south half of Section 22, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land shown as Parcel 2 on the Record of Survey for State of Nevada 4-H Camp, recorded as File Number 725649 on June 24, 2008, Official Records of Douglas County, Nevada; more particularly described as follows:

**Commencing** at a found 1939 GLO Brass Cap marking the southernmost corner of Parcel 1 as shown on said Record of Survey;

Thence North 55°53'37" West, 3281.92 feet to a point on the north line of said Parcel 2 and the **POINT OF BEGINNING**;

Thence along said line North 89°11'30" West, 43.20 feet;

Thence leaving said line South 00°48'30" West, 11.00 feet;

Thence South 89°11'30" East, 43.20 feet;

Thence North 00°48'30" East, 11.00 feet to the point of beginning and the **terminus of this description**.

Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

Said Easement contains 475 square feet of land more or less.

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

The Basis of Bearings for this Exhibit is said Record of Survey.



8-27-15

1 of 1

EXHIBIT A-1

TAHOE SHORES LLC  
APN: 1318-22-002-001

TAHOE SHORES LLC  
APN: 1318-22-002-002

P.O.B.  
N89°11'30"W  
43.20'

S0°48'30"W  
11.00'

S89°11'30"E  
43.20'

N0°48'30"E  
11.00'

N55°53'37"W  
3281.92'

STATE OF NEVADA  
APN: 1318-22-002-106  
PARCEL 2  
RS 725649  
EASEMENT AREA: 475 SF±

P.O.C.  
FND 1939 GLO BC

STATE OF NEVADA  
APN: 1318-22-002-105  
PARCEL 1  
RS: 725649

EDGEWOOD COMPANIES  
APN: 1318-27-001-001

N



SCALE: 1" = 100'

S:\Survey\CSE\Cse\_Cad\3001207052 - 399 Eugene Dr\dwg\  
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6100 NEIL RD.  
RENO, NV 89511  
775-834-4011

EXHIBIT MAP

EASEMENT

STATE OF NEVADA

A.P.N.: 1318-22-002-106

SEC. 22, T. 13 N., R. 18 E., M.D.M.

DOUGLAS COUNTY

NEVADA

8/27/2015

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