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RECORDING REQUESTED BY:

**NV Energy**



00031618201608777870060067

KAREN ELLISON, RECORDER

WHEN RECORDED RETURN TO:

**NV Energy**

**Land Resources (S4B20)**

**P.O. Box 10100**

**Reno, NV 89520**

C30- *24811*  
APN 1319-00-002-026

WORK ORDER #

Grant of Easement for Electric

Grantor : Heavenly Valley, Limited Partnership

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)

*Laura Sheline*  
LAURA SHELINE

Right of Way Agent

APN(s): 1319-00-002-026

WHEN RECORDED MAIL TO:

Property Services  
NV Energy  
P.O. Box 10100 MS S4B20  
Reno, NV 89520

### GRANT OF EASEMENT

**HEAVENLY VALLEY, Limited Partnership, a Nevada Limited Partnership, (“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:

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 and generally depicted in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”).

IT IS FURTHER AGREED:

1. Grantee shall have at all times vehicular and pedestrian access, ingress and egress to the Easement Area land, and reasonable use of the land, including constructing, altering, maintaining, inspecting, repairing, reconstructing, upgrading, improving and operating said Utility Facilities, including increasing the voltage and capacity.

2. Grantee, for its Utility Facilities, shall be responsible for any damage to the Easement Area, including personal property or improvements located on the Easement Area on the date Grantor signs the Grant of Easement, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by or resulting from the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.

4. 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, ski trails, hiking trails, bike trails, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee’s consent in writing by a mutually agreed upon instrument, which shall be recorded against the property on which the

RW# 1s6073  
Proj. # LR880FZLR2  
Project Name: 634 Line Rebuild  
Reference Document:  
GOE

Easement Area is located. 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.

5. In addition to the permissions granted in Section 4 above, Grantee shall have the right to remove or clear any and all combustible materials, trees, brush, debris, or any other obstruction from said easement(s), which in the reasonable judgment of Grantee, may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to, and outside of said easement(s), which may in the reasonable judgment of Grantee, endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities, or which may exceed or violate any industry or governmental standards applicable to such easements. Grantee shall obtain all necessary governmental or non-governmental approvals and/or permits for the removal of trees. Any removal of trees must be coordinated with Grantor through the Director of Mountain Operations at the Resort for purposes of avoiding interference with resort activities only.

7. 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): 1319-00-002-026  
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Proj. # LR880FZLR2  
Project Name: 634 Line Rebuild  
Reference Document: 505896  
GOE





**EXHIBIT A  
LEGAL DESCRIPTION  
EASEMENT**

HEAVENLY VALLEY LIMITED PARTNERSHIP,  
A NEVADA LIMITED PARTNERSHIP  
APN: 1319-00-002-026

A portion of Section 29, Township 13 North, Range 19 East, M.D.M., County of Douglas,  
State of Nevada, more particularly described as follows:

A strip of land, 90.00 feet in width lying 45.00 feet on each side of the following described  
centerline:

COMMENCING at the north  $\frac{1}{4}$  corner of said Section 29;

THENCE South  $0^{\circ}16'57''$  West, 671.00 feet along the west line of the northeast  $\frac{1}{4}$  of said  
section 29 to the POINT OF BEGINNING;

THENCE, North  $76^{\circ}43'40''$  West, 1146.35 feet to the point of terminus of this description.

Easement Area is 2.36 acres of land more or less.

Basis of Bearings: Nevada State Plane, West Zone, NAD83(94)

All as shown on attached Exhibit A-1, and hereby made a part of this description.

Prepared by Lawrence D. Larson P.L.S.

EXHIBIT A-1

1319-00-002-028  
WHITE

FD. 25' ALCAP RLS  
3519 N. 1/4 COR. S29

N76° 43' 40"W  
1146.35

671.00  
80' 16' 57"W

90' P-ESMT

P.O.B.

1319-00-002-026  
HEAVENLY  
P-60KV SINGLE POLE C/L

50' EX. ESMT  
BOOK H/ PAGE 254  
-1955

P-60KV H-FRAME C/L

1319-00-002-026  
HEAVENLY  
VALLEY LTD.  
PNTRSHIP

EXISTING TAP  
DOC. 270622-1989

FOREST BNDY

EASEMENT  
AREA: 236  
ACRES±

29



6100 NEIL RD.  
RENO, NV 89511  
775-834-4011

EXHIBIT MAP  
HEAVENLY VALLEY, LIMITED PARTNERSHIP  
EASEMENT

A.P.N. 1319-00-002-026

SEC. 29, T. 13 N., R. 19 E., M.D.M.  
DOUGLAS COUNTY NEVADA

9/24/2014

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