

NF



KAREN ELLISON, RECORDER

MUS-2, DMM, 4694/14799
DOUGLAS COUNTY
A.P.N.: 1420-05-101-007

When recorded mail to:

Land Services MS 9
Nevada Power Company
P.O. Box 98910
Las Vegas, NV 89151-0001

(and)

The Division of State Lands
901 S. Stewart Street Suite 5003
Carson City, NV. 89701-5246

NON-EXCLUSIVE UTILITY EASEMENT

This Non-Exclusive Utility Easement is made and entered into this 3rd day of November, 2016 by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS, hereinafter referred to as GRANTOR, on behalf of the NEVADA DEPARTMENT OF CULTURAL AFFAIRS, DIVISION OF MUSEUMS AND HISTORY, and SIERRA PACIFIC POWER COMPANY d/b/a NV ENERGY, hereinafter referred to as GRANTEE:

WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

IN CONSIDERATION of mutual covenants contained herein, GRANTOR does hereby grant and convey to GRANTEE, an easement and right-of-way to construct, place, alter, maintain, inspect, repair, reconstruct, and operate and to finally remove underground and/or above-ground communication facilities and electric 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, switch cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and

improvements upon, over, under, across, and through that certain property situate in the Douglas County, as shown on Exhibit "A", attached hereto and by reference made a part hereof, together with the right of access to, ingress to and egress from said electric systems.

IN FURTHER CONSIDERATION for the granting of this easement, GRANTEE, its successors and assigns and/or contractors understand and agree to the following specific conditions:

1. **PREMISES:** See Exhibit "A", attached hereto and by reference made a part hereof.
2. **CONDITION OF PREMISES:** The GRANTOR retains the right to fence, plant, pave, maintain or improve and to so use said property for its own purposes so long as such use is consistent with the National Electrical Safety Code and GRANTEE'S electrical practices and does not interfere with the rights herein granted. GRANTOR shall not permit the construction or placement of any structures within the easement without the written consent of GRANTEE.
3. **CONSIDERATION:** In consideration of the fact that the facilities are being provided at the request of the State to serve state property, the Administrator of the Division of State Lands waives any fee for this non-exclusive easement.
4. **PERMITS:** GRANTEE, its successors and assigns, and/or its contractor(s) understands and agrees that this easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.
5. **INDEMNIFICATION:** To the extent allowed by law, if any person, governmental agency, or other entity that is not a party to this Non-Exclusive

Utility Easement commences a proceeding or makes a claim against a party to the Non-Exclusive Utility Easement (referred to as the “**Indemnified Party**”) and if the claim arises from and/or is based upon a party’s negligent or intentional acts or omissions (referred to as the “**Responsible Party**”), then the Responsible Party will indemnify the Indemnified Party from the claim.

6. **JURY TRIAL WAIVER.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this agreement. Each party further waives 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.
7. **NO WAIVER OF LIABILITY:** Neither GRANTOR/GRANTEE will waive and each intends to assert available statutory limitations in all cases, including, without limitations, the provision of Nevada Revised Statutes Chapter 41. Notwithstanding anything to the contrary, GRANTEE is not liable to GRANTOR for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits, in connection with this Non-Exclusive Utility Easement.
8. **FACILITIES:** Should any of the GRANTEE’S facilities within said easement be required to be relocated or repaired as a result of changes in grade, as a result of other construction by GRANTOR within the easement, or because GRANTOR requests that the facilities be relocated or removed, GRANTOR or its successors and assigns shall bear the full cost of such relocation, repair, and/or removal.
9. **NOTICES:** Any notices, requests or instruction deemed by either GRANTOR or GRANTEE to be given to the other shall be given in writing and are to be mailed by certified mail with return receipt requests, as follows:

To GRANTOR: **STATE OF NEVADA**
 Division of State Lands
 901 S. Stewart St. Suite 5003
 Carson City, Nevada 89701

To GRANTEE: **NV ENERGY**
 Lands Services M/S S4B20
 P.O. Box 10100
 Reno, NV 89520-0024

10. **MAINTENANCE:** GRANTEE, its successors and assigns, will be responsible for all maintenance of the electrical facilities owned by GRANTEE and within the easement and understands and agrees that these electrical facilities must be maintained in good repair at all times based on GRANTEE'S standard operation and maintenance practices.
11. **ENTIRE AGREEMENT:** This Non-Exclusive Utility Easement and conditions incorporated herein contains all of the agreements between the parties with respect to the matters contained herein. No other prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Utility Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Utility Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.
13. **TERM AND DISCONTINUATION:** The easement granted by GRANTOR, as described more particularly herein, shall continue so long as GRANTEE determines that the same is necessary and required for its electrical systems. If GRANTEE discontinues use of the easement for a period of one (1) year and determines the easement is no longer required for future operation of its electrical system, GRANTOR may terminate the Non-Exclusive Utility Easement after GRANTOR requests and obtains a written relinquishment of the Non-Exclusive Utility Easement from GRANTEE. GRANTEE has the right to abandon in place all underground

communication facilities and electrical systems (“Abandoned Facilities”). All of GRANTEE’S right, title and interest in the easement and the Abandoned Facilities shall revert to GRANTOR, its successors and assigns, and GRANTOR and GRANTEE shall have no further obligations to and rights with respect to the other under this Non-Exclusive Utility Easement except for obligations that arose before the relinquishment under Section 5 above and those rights under Section 6 above.

This Non-Exclusive Utility Easement does not become effective until a fully executed copy is returned to the Division of State Lands.

IN WITNESS WHEREOF, the parties hereto have subscribed this non-exclusive easement on the day and year first above written.

GRANTOR:
STATE OF NEVADA
Division of State Lands

By Charles Donohue
CHARLES DONOHUE
Administrator and State Land Registrar

STATE OF NEVADA)
 :SS
CITY OF CARSON CITY)

On November 3, 2016, personally appeared before me, a notary public CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands, who acknowledged that he executed the above document on this date

Christi A. Miller
NOTARY PUBLIC



APPROVED
DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS

By *Peter Barton*
PETER BARTON, Administrator
Division of Museums and History

Date: October 18, 2016

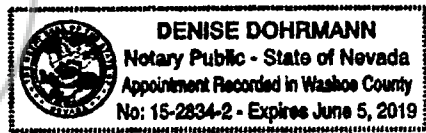
APPROVED as to Form:
ADAM PAUL LAXALT
Attorney General

By: *Lori M. Story*
LORI M. STORY
Senior Deputy Attorney General

Date: Oct. 5, 2016

GRANTEE:
SIERRA PACIFIC POWER COMPANY d/b/a NV ENERGY

Matt Gingerich
Matt Gingerich
Manager, Land Resources



STATE OF NEVADA)
 :SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 26th, 2016 by Matt Gingerich, Manager, Land Resources, of NV Energy.

Denise Dohrmann
NOTARY PUBLIC

APN: 1420-05-101-007

GRANTOR: STATE OF NEVADA

EXHIBIT "A" – Legal Description

A portion of the northwest one-quarter (NW1/4) of the northwest one-quarter (NW1/4) of Section 5, T.14 N., R. 20 E., M.D.B. & M.

A electric distribution line easement ten (10.0) feet in width and being five (5.0) feet on each side of the following described centerline:

Commencing at the northwest corner of said Section 5, T. 14 N., R. 20 E., M.D.B. & M. Thence, South 26° 05' 16" East a distance of 1491.89 feet,

Thence, North 07° 43' 48" East 57.32 feet to the TRUE POINT OF BEGINNING,

Thence, North 0° 12' 39" East a distance of 150.00 feet, more or less