

RECORDING REQUESTED BY:

**NV Energy**

WHEN RECORDED RETURN TO:

**NV Energy**

**Land Resources (S4B20)**

**P.O. Box 10100**

**Reno, NV 89520**

C30- *25390*

APN 1419-03-002-002, 1419-04-002-031, 1419-09-000-005

WORK ORDER # 3001569096

Grant of Easement for Electric

Grantor : Clear Creek Golf, LLC & Clear Creek Residential, LLC

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(s): 1419-03-002-002, 1419-04-002-031 & 1419-09-000-005

WHEN RECORDED MAIL TO:

Land Resources  
NV Energy  
P.O. Box 10100 MS S4B20  
Reno, NV 89520

### GRANT OF EASEMENT

Clear Creek Golf, LLC, a Delaware limited liability company and Clear Creek Residential,, LLC, a Delaware limited liability company, (“**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:

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**”) and 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 legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Underground Utility Facilities or the Additional Utility Facilities within the Easement Area.

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 the Easement Area 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 3 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 without

APN(s): 1419-03-002-002, 1419-04-002-031 & 1419-09-000-005

NH22970

Proj. #3001569096

Project Name: E-199 OLD CLEAR CREEK RD LIFT STA #4-CLEAR CREEK GOLF

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the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. 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 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. Grantee may use this easement to provide service to any of its customers.

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): 1419-03-002-002, 1419-04-002-031 & 1419-09-000-005  
NH22970

Proj. #3001569096

Project Name: E-199 OLD CLEAR CREEK RD LIFT STA #4-CLEAR CREEK GOLF  
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**Exhibit A**

Lot 258 as shown on that certain Final Map PD 03-004-7 for Clear Creek Tahoe-Phase 1A & 1B, filed in the office of the County Recorder of Douglas County, State of Nevada on November 18, 2016, as File No. 2016-890939 and Parcel 11 and 14 as shown on that certain Record of Survey in support of a Boundary Line Adjustment for Clear Creek Ranch, LLC, filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 0608, Page 7354, as File No. 725936.

Notwithstanding the foregoing, with respect to the Underground Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Underground Utility Facilities after same are installed in connection with **Sierra Pacific Power Company Project ID 3001569096**. The easement area around any Additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the Additional Utility Facilities, as originally installed in connection with **Sierra Pacific Power Company Project ID 3001569096**.

APN(s): 1419-03-002-002, 1419-04-002-031 & 1419-09-000-005  
NH22970

Proj. #3001569096

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