

APN # 1318-22-002-105

Recording Requested By/Return To:
 Southwest Gas Corporation
 P.O. Box 1190
 Carson City, Nevada 89702-1190
 Attn: TME3 24A-580

DOCUMENTARY TRANSFER TAX \$

- () Computed on full value of property conveyed.
 () Computed on full value less liens & encumbrances remaining thereon at time of sale.

 Signature of individual determining tax



SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By	<u>TME3</u>	Reviewed By	<u>N/A</u>
Sec. <u>22</u>	T <u>13</u> N <u>18</u> E	Meridian	<u>Mount Diablo</u>
County	<u>Douglas</u>	State	<u>Nevada</u>
WR No.	<u>4366512</u>	LRS No.	<u>15598</u>

I (We) The Board of Regents of Nevada System of Higher Education, on behalf of
The University of Nevada, Reno

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:
 SEE ATTACHED EXHIBIT(s) "A" and "B"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

W.R. No. 4366512 LRS No. 15598

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

29th day of April, 2022.

Board of Regents of the Nevada System of Higher Education, obo
University of Nevada, Reno

Grantor [Signature]
Brian Sandoval, President

Grantor
Name: Crystal Abba, Officer in Charge
Title: Chancellor

ACKNOWLEDGMENT

STATE OF Nevada)

COUNTY OF Washoe)

On 4-29-22, before me, Debbie J. Aguirre
(here insert name of the officer)

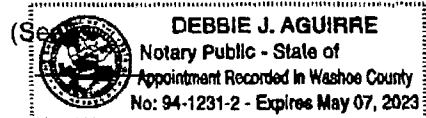
a notary public, personally appeared Brian Sandoval, President of the University of Nevada, Reno,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



W.R. No. 4366512

LRS No. 15598

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

_____ day of _____

Board of Regents of the Nevada System of Higher Education, obo
University of Nevada, Reno

Grantor _____

Brian Sandoval, President

Grantor _____

Crystal Abba

Name: Crsytal Abba, Officer in Charge
Title: Chancellor _____

Crystal Abba
Officer in Charge

ACKNOWLEDGMENT

STATE OF Nevada)

COUNTY OF Washoe)

On May 26, 2022, before me, Catherine M. Bandoni-Jones
(here insert name of the officer)

a notary public, personally appeared Crystal Abba, Chancellor

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Catherine M. Bandoni-Jones (Seal)



EXHIBIT "A"

**SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT
Page 14 of 16**

APN 1318-22-002-105

**THAT PORTION OF THE SOUTH HALF (S 1/2) OF SECTION 22, TOWNSHIP 13 NORTH,
RANGE 18 EAST, M.D.M., DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:**

**A STRIP OF LAND 5.00 FEET IN WIDTH, BEING 2.5 FEET ON EACH SIDE OF THE
CENTERLINE OF THE NATUAL GAS PIPELINE(S), LYING WITHIN A PARCEL OF LAND AS
DESCRIBED IN QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS OF DOUGLAS
COUNTY, NEVADA, IN BOOK B1 OF DEEDS AT PAGE 17, ON JANUARY 7, 1954 AND AS
SHOWN ON "RECORD OF SURVEY FOR STATE OF NEVADA 4-H CAMP" RECORDED IN
OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA IN BOOK 0608 AT PAGE 6058, FILE
NO. 725649, ON JUNE 24, 2008.**

EXHIBIT "B"

ADDENDUM TO GRANT OF EASEMENT

Page 16 of 16

1. 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 minor amounts of Hazardous Materials consistent with the activities in the Easement Area allowed hereby. 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 as a result of its activities hereunder. With respect to Grantee's activities under this Easement Agreement, Grantee shall keep the Easement Area, and adjacent real property, in a safe, neat and clean condition, all at Grantee's sole expense.

2. Insurance. Grantee shall, at Grantee sole expense, procure, maintain, and keep in force for the duration of this Easement Agreement the following insurance conforming to, at minimum, the requirements specified below.

A. Insurance Required:

i. Workers' Compensation and Employer's Liability Insurance:

a) Grantee shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

ii. Commercial General Liability Insurance:

a) Limits Required:

1. \$2,000,000 General Aggregate; and
2. \$2,000,000 Each Occurrence.

b) Coverage shall be on a claims-made basis and shall be at least as broad as ISO form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and contractual liability coverage.

iii. Business Automobile Liability Insurance:

Limit required: i. \$1,000,000 combined single limit per accident for bodily injury and property damage. ii. Coverage shall include owned, non-owned, and hired vehicles. iii. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

1) General Requirements:

- a) Additional Insured: On all insurance policies required by the Easement, with the exception of worker's compensation and employer's liability, the Nevada System of Higher Education on behalf of the University of Nevada shall be included as an additional insured with respect to liability associated with Grantee's activities pursuant to this Easement Agreement.
- b) Waiver of Subrogation: Each required liability insurance policy shall provide for waiver of subrogation against Nevada System of Higher Education on behalf of the University of Nevada.
- c) Cross-Liability: All required liability policies shall provide cross-liability coverage.
- d) Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers rated at least A- by AM Best and having agents in Nevada upon whom service of process may be made.

Notwithstanding anything to the contrary provided herein, Grantee shall have the right to self-insure for any insurance required hereunder.

3. Indemnification. Grantee shall indemnify, and hold harmless Grantor, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including reasonable attorney fees, for personal injury (including death) or property damage caused by the negligence, default or misconduct of Grantee or any of its officers or employees, which arise out of the performance of this Easement Agreement; all to the extent and in proportion that Grantee is determined by a court of competent jurisdiction to be at fault.

WALLACE • MORRIS • KLINE SURVEYING, LLC.
Land Survey Consulting

APN: 1318-22-002-105
OWNER: STATE OF NEVADA

DESCRIPTION

EXPLANATION: THIS DESCRIPTION REPRESENTS A SOUTHWEST GAS EASEMENT IN SUPPORT OF THE "4-H CAMP GAS REPLACEMENT PROJECT"

BEING A PORTION OF THE SOUTH HALF (S1/2) OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

"PARCEL A"

A STRIP OF LAND 5.00 FEET FIDE LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF "PARCEL 1" AS SHOWN BY MAP THEREOF, FILE NUMBER 725649 IN THE DOUGLAS COUNTY RECORDER'S OFFICE, NEVADA;
THENCE ALONG THE NORTH LINE THEREOF, NORTH 59°54'54" WEST, 732.62 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTH LINE, SOUTH 32°42'36" WEST, 6.03 FEET;
THENCE FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 46°58'08" EAST, CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 30.94 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 75°29'40", AN ARC LENGTH OF 40.77 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 28°31'32" WEST;

THENCE NORTH 59°54'50" WEST, 601.01 FEET TO A POINT HEREINAFTER REFERRED TO AS **"POINT A"**;

THENCE CONTINUING, NORTH 59°54'50" WEST, 328.49 FEET;

THENCE NORTH 33°26'08" WEST, 40.37 FEET;

THENCE NORTH 59°42'43" WEST, 213.73 FEET TO A POINT HEREINAFTER REFERRED TO AS **"POINT B"**;

THENCE CONTINUING, NORTH 59°42'43" WEST, 65.53 FEET;

THENCE NORTH 59°52'38" WEST, 14.62 FEET TO THE **POINT OF TERMINATION**;

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO BEGIN ON THE NORTH LINE OF SAID "PARCEL 1" AND TO MEET AT ALL ANGLE POINTS.

"PARCEL B"

A STRIP OF LAND 5.00 FEET FIDE LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED **"POINT A"**;

THENCE SOUTH 30°15'22" WEST, 55.19 FEET;

THENCE FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 58°30'27" EAST, CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 271.31 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 15°16'50", AN ARC LENGTH OF 72.36 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 43°13'37" EAST;

THENCE SOUTH 46°44'46" WEST, 54.87 FEET TO A POINT HEREINAFTER REFERRED TO AS **"POINT C"**;

THENCE CONTINUING, SOUTH 46°44'46" WEST, 5.19 FEET TO THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO MEET AT ALL ANGLE POINTS.

"PARCEL C"

A STRIP OF LAND 5.00 FEET FIDE LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED **"POINT B"**;
THENCE SOUTH 31°18'20" WEST, 23.16 FEET;
THENCE FROM A POINT TO WHICH A RADIAL LINE BEARS NORTH 61°21'32" WEST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 44.54 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 44°59'00", AN ARC LENGTH OF 34.97 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 73°39'29" WEST;
THENCE SOUTH 17°46'57" EAST, 113.33 FEET TO THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO MEET AT ALL ANGLE POINTS.

"PARCEL D"

A STRIP OF LAND 5.00 FEET FIDE LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED **"POINT C"**;
THENCE NORTH 48°50'47" WEST, 13.70 FEET;
THENCE FROM A POINT TO WHICH A RADIAL LINE BEARS NORTH 32°38'52" EAST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 157.75 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 71°56'19", AN ARC LENGTH OF 198.06 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 39°17'28" WEST;
THENCE SOUTH 43°47'13" WEST, 110.50 FEET TO THE **POINT OF TERMINATION**.

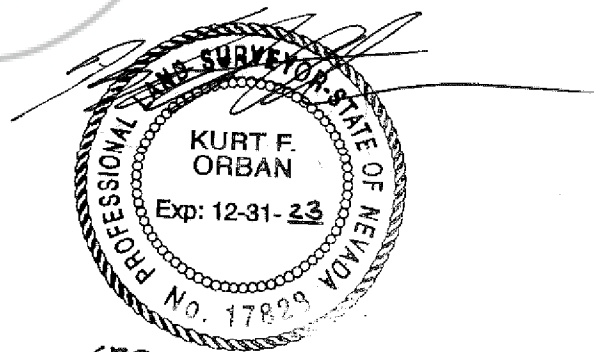
THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO MEET AT ALL ANGLE POINTS.

CONTAINING 9,922 SQUARE FEET, MORE OF LESS.

BASIS OF BEARINGS

GRID NORTH BASED UPON THE NORTH AMERICAN DATUM OF 1983/94 (2011), NEVADA WEST ZONE (2703) COORDINATES PROVIDED BY OPUS SOLUTION; THE DISTANCES ARE BASED ON A GROUND SCALE FACTOR OF 1.000294346 REFERENCED FROM A POINT NEAR THE PROJECT WITH A LATITUDE OF 38°58'18.04743" N AND A LONGITUDE OF 119°56'27.36501" W AND A NORTH AMERICAN VERTICAL DATUM OF 1988 HEIGHT OF 6173.59 FEET USING GEOID12A.

KURT F. ORBAN, P.L.S.
NEVADA LICENSE NO. 17828

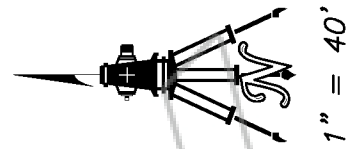


SEPTEMBER 12, 2022

APN: 1318-22-002-105
OWNER: STATE OF NEVADA



SOUTHWEST GAS EASEMENT
AREA=9,922 ± SQUARE FEET



POINT OF COMMENCEMENT

FOUND 2.5" BRASS
CAP STAMPED "GLO
1939 4H COR #5"

APN:1318-22-310-014
BEACH CLUB DEV PH
III LLC ET AL

POINT OF BEGINNING

S32°42'36"W
6.03'

APN:1318-22-002-105
STATE OF NEVADA

N59°54'54"W 732.62'
(R)

S46°58'08"E

Δ = 75°29'40"
R = 30.94'
L = 40.77'
T = 23.96'

2.5'

5'

2.5'

2.5'

S28°31'32"W
(R)

"PARCEL A"
EASEMENT AREA
9,922 SQ.FT.

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

2.5'

MATCH LINE SEE SHEET 2

WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING


5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

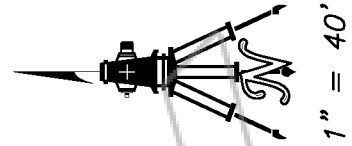
EXHIBIT "B"

LYING WITHIN THE SOUTH HALF (S1/2) OF
SECTION 22, TOWNSHIP 13 NORTH, RANGE 18
EAST, M.D.M., DOUGLAS COUNTY, NEVADA

PAGE 1 OF 5

APN: 1318-22-002-105
 OWNER: STATE OF NEVADA

 SOUTHWEST GAS EASEMENT
 AREA=9,922 ± SQUARE FEET

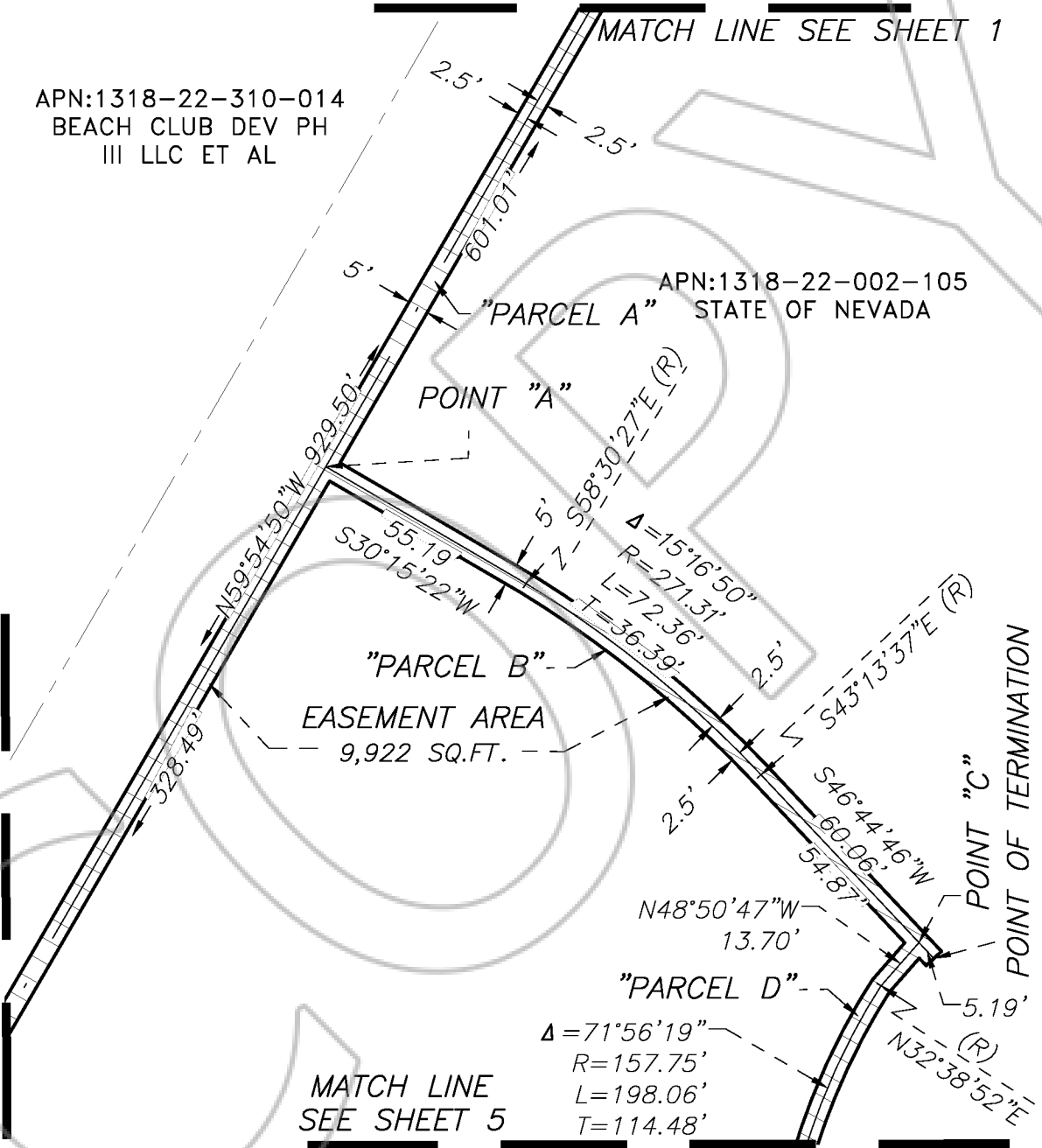


APN:1318-22-310-014
 BEACH CLUB DEV PH
 III LLC ET AL

MATCH LINE SEE SHEET 1

APN:1318-22-002-105
 STATE OF NEVADA

MATCH LINE SEE SHEET 3



WALLACE MORRIS KLINE
 SURVEYING, LLC.
 LAND SURVEY CONSULTING

5740 S. ARVILLE ST. #206
 LAS VEGAS, NEVADA 89118

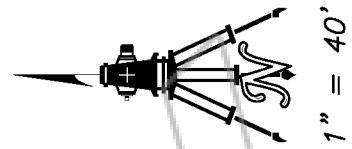
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 SECTION 22, TOWNSHIP 13 NORTH, RANGE 18
 EAST, M.D.M., DOUGLAS COUNTY, NEVADA

APN: 1318-22-002-105
OWNER: STATE OF NEVADA



SOUTHWEST GAS EASEMENT
AREA=9,922 ± SQUARE FEET



MATCH LINE SEE SHEET 2

APN:1318-22-310-014
BEACH CLUB DEV PH
III LLC ET AL

2.5'
2.5'

EASEMENT AREA
9,922 SQ.FT.

N33°26'08"W
40.37'

"PARCEL A"

APN:1318-22-002-105
STATE OF NEVADA

MATCH LINE SEE SHEET 4

WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING


5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

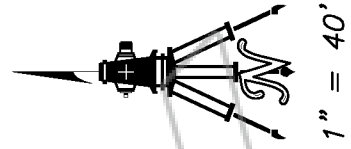
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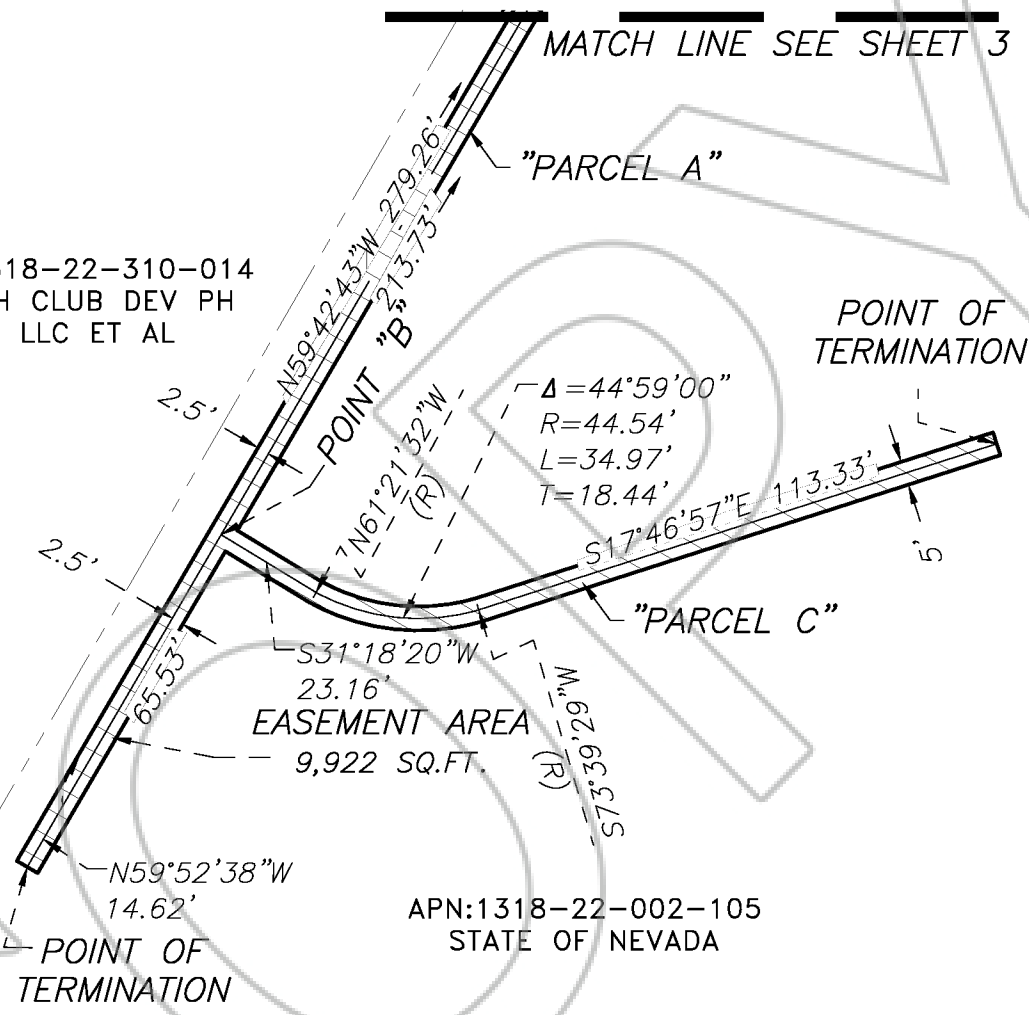
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APN: 1318-22-002-105
 OWNER: STATE OF NEVADA

 SOUTHWEST GAS EASEMENT
 AREA=9,922 ± SQUARE FEET



APN:1318-22-310-014
 BEACH CLUB DEV PH
 III LLC ET AL



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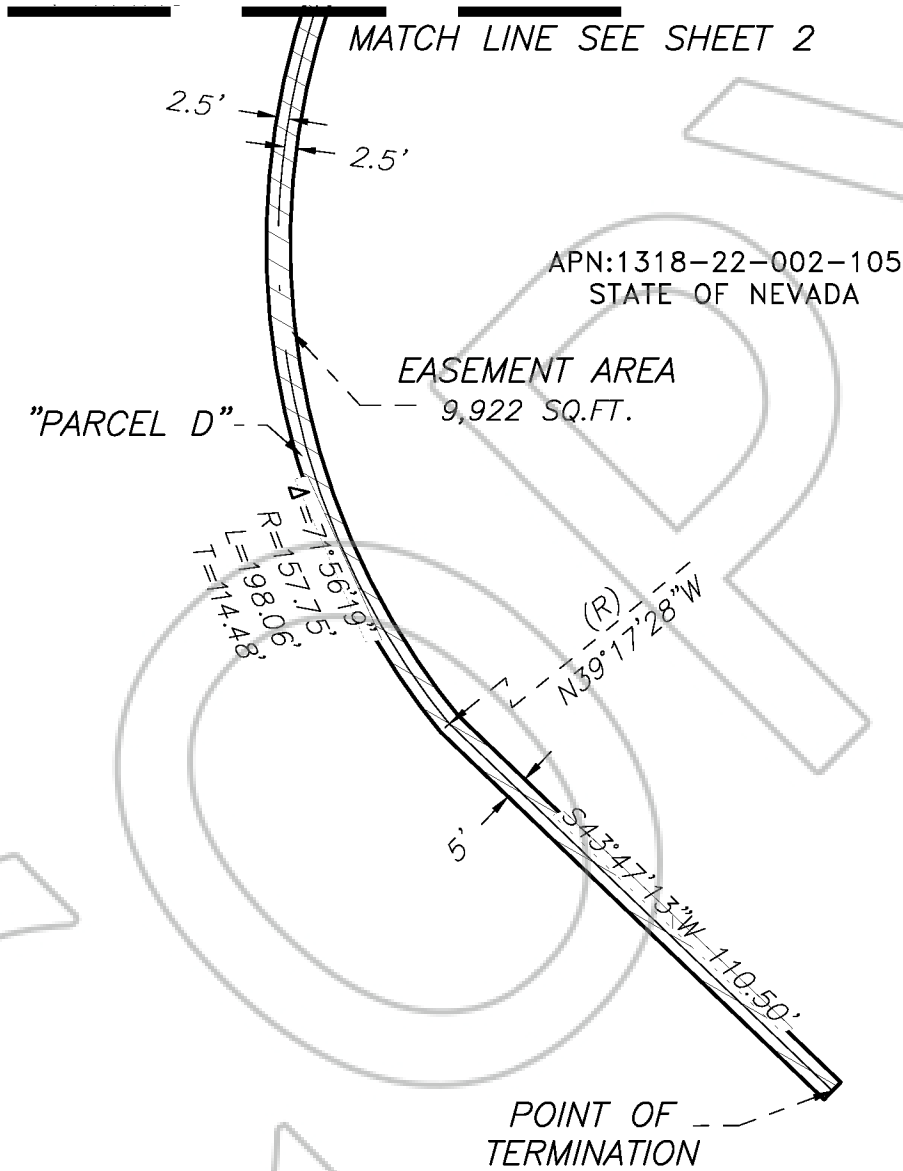
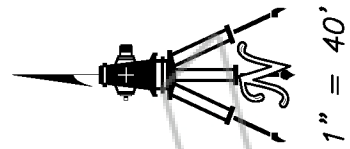
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