

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy

Property Services (S4B20)

P.O. Box 10100

Reno, NV 89520

DOC # 0227716

08/27/2014

1:00 PM

Official Record

Recording requested By
CORTEZ JOINT VENTURE

Eureka County - NV
Mike Rebaleati - Recorder

Fee: **\$44.00**

Page 1 of 6

RPTT:

Recorded By: LH

Book- 569 Page- 0033



0227716

C30-

24076

APN 005-590-08

WORK ORDER # 3000412434

Grant of Easement for

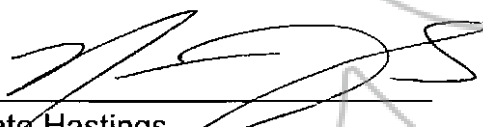
Electric

Grantor :

The Cortez Joint Venture

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)



Nate Hastings
Right of Way Agent

APN: 005-590-08 (Eureka County)

WHEN RECORDED MAIL TO:

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

GRANT OF EASEMENT

The Cortez Joint Venture ("Grantor") for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants to, Sierra Pacific Power Company a Nevada corporation, d/b/a NV Energy ("Grantee"), its successors and assigns, a perpetual right and nonexclusive easement:

1. 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 described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("Easement Area");
2. for the reasonable passage, in accordance with established mine safety and other policies and procedures, of vehicles and pedestrians within, on, over and across the Easement Area and other routes reasonably designated in writing by Grantor from time to time across Grantor's property;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and on, over and across routes reasonably designated in writing by Grantor from time to time; and
4. to reasonably 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 Utility Facilities in the Easement Area. Grantee shall remove and dispose of any all brush, trees, timber or other debris cleared by Grantee. However, Grantor's infrastructure that exists within the Easement Area at the time this easement is granted (as evidenced by the date Grantor's signature is notarized) and otherwise constructed by Grantor following the date hereof (as provided below) is exempt from removal without prior written consent of Grantor.

Grantee will be responsible for any damages to Grantor's property proximately caused by Grantee's activities on the Easement Area. However, this paragraph does not apply to, and



Grantee is not responsible for, any damages caused to the extent Grantee exercises its rights under numbered paragraph 4 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 the prior written consent of Grantee (which Grantee will not unreasonably withhold), 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 materially interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's standard electrical practices, and the National Electrical Safety Code.

Grantee shall comply and ensure that Grantee's contractors, agents and employees comply with all applicable laws, codes, ordinances, permits, governmental rules and regulations relative to the Utility Facilities and use of the Easement Area.

Grantee, with reasonable written notice from Grantor, shall relocate the Utility Facilities constructed pursuant to this Grant of Easement to suitable location(s) upon Grantor's property, provided Grantor furnishes the necessary rights of way at no cost to Grantee and Grantor bears all cost of relocation.

DATED as of July 31, 2014.

GRANTOR:

THE CORTEZ JOINT VENTURE

By: 

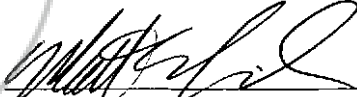
Name: Blake L. Measom

CFO

Its: _____

GRANTEE:

SIERRA PACIFIC POWER COMPANY A
NEVADA CORPORATION, D/B/A NV
ENERGY

By: 

Name: MATT GINGRICH

Its: MANAGER, PROPERTY SERVICES



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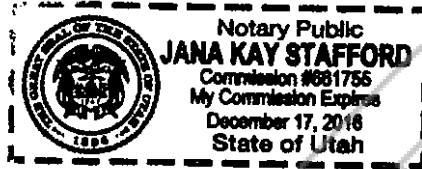
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STATE OF)
)
COUNTY OF)

This instrument was acknowledged before me on July 15, 2014, _____ by
Blake Measom as CEO of The Cortez Joint Venture.

Jana Kay Stafford
Signature of Notarial Officer

Seal Area



STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 31, 2014 by
Matt Gingrich as Property Services Manager of Sierra Pacific Power Company a Nevada
corporation, d/b/a NV Energy.

Nathan Hastings
Signature of Notarial Officer

Seal Area



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Exhibit A

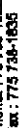
A portion of Section 13, Township 28 North, Range 48 East, M.D.M., Eureka County, Nevada; situated within that Parcel of land described as Parcel 2 of Grant, Bargain and Sale Deed, recorded as File Number 171091 on November 20, 1998, Official Records of Washoe County, Nevada.

APN: 005-590-08
Proj. #3000412434
Project Name: E-COTTONWOOD PUMP STN-COM-E-BARRICK
Reference Document: 171091
ROE



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POSTER 10

