

DOC # 0227717

08/27/2014 1:00 PM

Official Record

Recording requested By
HALLIBURTON ENERGY SERVICES

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$20.00 Page 1 of 7
RPTT: Recorded By: LH
Book- 569 Page- 0039

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

**NV Energy
Property Services (S4B20)
P.O. Box 10100
Reno, NV 89520**



C30- 24079
APN 004-400-02

WORK ORDER # LR918ABLR1

Grant of Easement for Electric
Grantor: Halliburton Energy Services, Inc.

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(s): 004-400-02

WHEN RECORDED MAIL TO:

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

GRANT OF EASEMENT

Halliburton Energy Services, Inc., a corporation organized and existing under the laws of the State of New Jersey, (“**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 (“**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 legally described and generally depicted in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for the non-exclusive right of passage of vehicles and pedestrians within, on, over and across the Easement Area and the non-exclusive right of access over and across the property legally described in Exhibit B attached hereto and by this reference made a part of this Grant of Easement (the “**Property**”) to access the Easement Area for the purposes of access to and maintenance of the Utility Facilities in the Easement Area; and
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 reasonably deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages proximately caused by Grantee negligently constructing, operating, adding to, maintaining, and removing the 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.

Proj. #LR918ABLR1
Project Name: Halliburton Dunphy Plant Load
Reference Document: 67473
GOE



Grantor covenants for the benefit of Grantee, its successors and assigns, that Grantor shall construct no building, structure or other real property improvements on or within the Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed, which structures and improvements include, but shall 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 unreasonably interfere with Grantee's rights herein and in all respects shall be consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

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 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.

In the event the Grantee abandons or ceases to use the Easement, this Easement shall automatically terminate and all rights, privileges, responsibilities and duties of the Grantee and the Grantor hereunder shall immediately cease. At such time as the Easement has terminated according to the provisions hereof, the Grantee shall, within thirty (30) days after written request, execute and deliver to the Grantor a good and sufficient release, in recordable form, of all of the Grantee's rights arising hereunder.

[signature page follows]

APN(s): 004-400-02
Proj. #LR918ABLR1
Project Name: Halliburton Dunphy Plant Load
Reference Document: 67473
GOE



W.O. TLA09ABTRN
N L Baroid Division of N L Industries, Inc.
APN: 004-400-02

EXHIBIT "A"
EASEMENT

A portion of the Northeast quarter of Section 26, Township 33 North, Range 48 East, M.D.M., Eureka County, Nevada; situated within the Parcel of land described in the Deed, recorded as File Number 67473 on December 28, 1978, Official Records of Eureka County, Nevada; more particularly described as follows:

Commencing at a Found 5/8" Rebar with Tag marking an angle point on the Easterly property line of said Parcel;

Thence along said property line, South 7°31'38" East, 42.67 feet to the POINT OF BEGINNING;

Thence leaving said property line, North 78°56'56" West, 233.77 feet;

Thence South 11°03'04" West, 40.00 feet;

Thence South 78°56'56" East, 236.39 feet;

Thence South 12°17'47" East, 123.44 feet to the Easterly property line of said Parcel;

Thence along said Easterly property line, North 7°31'38" West, 161.76 feet to the POINT OF BEGINNING and the terminus of this description.

Said Easement contains 10,233 square feet of land more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is the Easterly boundary line of the Southeast quarter of Section 25, Township 33 North, Range 48 East, M.D.M. which bears South 0°10'07" West.

Prepared By: Leland Johnson

1 of 1

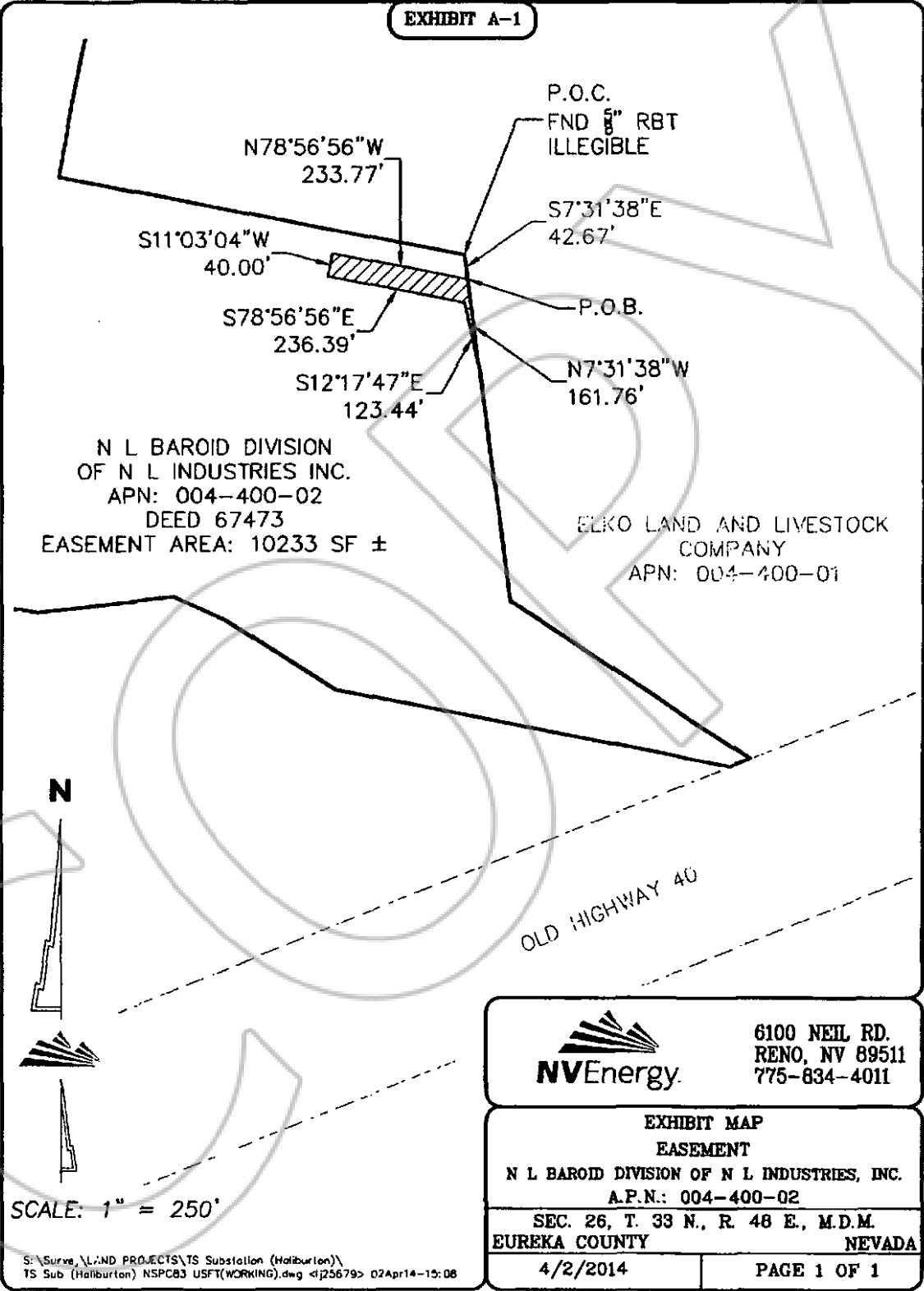
P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com



0227717

Book: 569 08/27/2014
Page: 43 Page: 5 of 7

EXHIBIT A-1



N L BAROID DIVISION
 OF N L INDUSTRIES INC.
 APN: 004-400-02
 DEED 67473
 EASEMENT AREA: 10233 SF ±

ELKO LAND AND LIVESTOCK
 COMPANY
 APN: 004-400-01



SCALE: 1" = 250'

S:\Survey\LAND PROJECTS\TS Substation (Haliburton)\
 TS Sub (Haliburton) NSPCB3 USFT(WORKING).dwg <j25679> 02Apr14-15:08


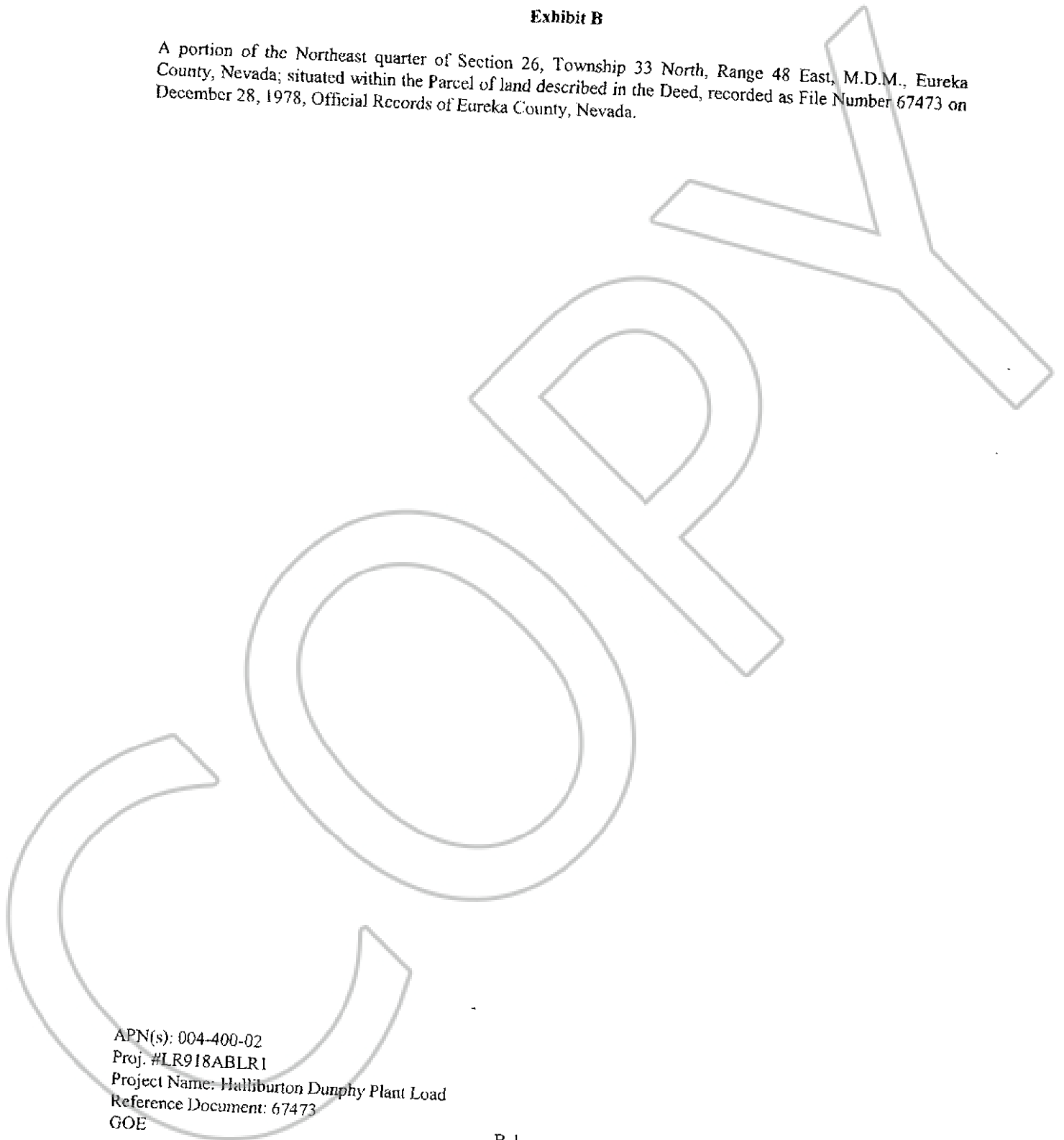
	6100 NEIL RD. RENO, NV 89511 775-834-4011
	EXHIBIT MAP EASEMENT N L BAROID DIVISION OF N L INDUSTRIES, INC. A.P.N.: 004-400-02
SEC. 26, T. 33 N., R. 48 E., M.D.M. EUREKA COUNTY NEVADA	
4/2/2014	PAGE 1 OF 1

Exhibit B

A portion of the Northeast quarter of Section 26, Township 33 North, Range 48 East, M.D.M., Eureka County, Nevada; situated within the Parcel of land described in the Deed, recorded as File Number 67473 on December 28, 1978, Official Records of Eureka County, Nevada.



APN(s): 004-400-02
Proj. #LR918ABLR1
Project Name: Halliburton Dunphy Plant Load
Reference Document: 67473
GOE

B-1



0227717

Book: 569 08/27/2014
Page: 45 Page: 7 of 7