

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

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

DOC # 0227718

08/27/2014 1:00 PM

Official Record

Recording requested By
ELKO LAND & LIVESTOCK CO

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$21.00 Page 1 of 8

RPTT: Recorded By: LH

Book- 569 Page- 0046



0227718

C30- **24079**
APN 004-220-11 & 004-400-01

WORK ORDER # LR918ABLR1

Grant of Easement for Electric
Grantor : Elko Land and Livestock Company

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): 004-220-11 & 004-400-01

WHEN RECORDED MAIL TO:

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

GRANT OF EASEMENT

Elko Land and Livestock Company, a Nevada corporation, ("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 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 unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. 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 Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or 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 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, such structures and improvements to include, but not be limited to, drainage,

Proj. # LR918ABLR1
Project Name: Halliburton Dunphy Plant Load
Reference Document: 205729
GOE

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.

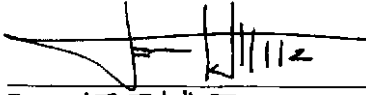
To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which 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): 004-220-11 & 004-400-01
Proj. # LR918ABLR1
Project Name: Halliburton Dunphy Plant Load
Reference Document: 205729
GOE

GRANTOR:

ELKO LAND AND LIVESTOCK COMPANY



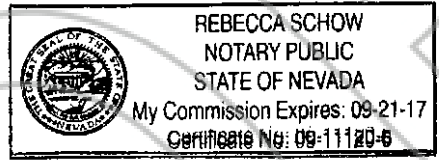
By: JEFF WHITE
Title: VICE PRESIDENT

STATE OF Nevada)
COUNTY OF Elko) ss.

This instrument was acknowledged before me on 5-21, 2014 by Jeff White as VP of Elko Land and Livestock Company.


Signature of Notarial Officer

Notary Seal Area →



APN(s): 004-220-11 & 004-400-01
Proj. # LR918ABLRI
Project Name: Halliburton Dunphy Plant Load
Reference Document: 205729
GOE



W.O. TLA09ABTRN
Elko Land and Livestock Company
APN: 004-220-11 and 004-400-01

EXHIBIT "A"
EASEMENT

A portion of the Northwest quarter of Section 25 and 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 Grant, Bargain, and Sale Deed, recorded as File Number 205729 on August 16, 2006, Official Records of Eureka County, Nevada; more particularly described as follows:

Commencing at a Found 1" Rebar with Tag PLS 5271 marking the Southeast corner of said Section 25;

Thence North 55°00'58" West, 4771.54 feet to the centerline of an existing overhead power line per the easement described in the Grant of Easement for Electrical Transmission, recorded as File Number 161873 on May 6, 1996, Official Records of Eureka County, said point being the POINT OF BEGINNING;

Thence North 74°16'04" West, 396.83 feet;

Thence North 70°30'14" West, 380.82 feet;

Thence North 74°16'04" West, 1067.51 feet to the beginning of a non-tangent curve to the right, from which the radius point bears North 57°39'59" West, 70 feet;

Thence along the arc of said curve having a central angle of 163°56'43", 200.30 feet;

Thence North 57°07'10" West, 1092.04 feet;

Thence South 32°52'50" West, 30.01 feet to the Easterly property line of the Parcel shown on the Record of Survey for NL Industries Dunphy Millsite, recorded as File Number 66359 on October 6, 1978, Official Records of Eureka County, Nevada;

Thence along said property line, North 57°01'38" West, 86.20 feet to an angle point on said property line of said Parcel shown on said Record of Survey for NL Industries Dunphy Millsite;

Thence along said Easterly property line, North 7°31'38" West, 80.00 feet;

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Thence leaving said Easterly property line, North 77°42'13" East, 25.88 feet;
Thence North 12°17'47" West, 310.21 feet to said Easterly property line;
Thence along said Easterly property line, North 7°31'38" West, 202.29 feet;
Thence leaving said Easterly property line, North 77°42'13" East, 23.18 feet;
Thence South 12°17'47" East, 36.28 feet to the beginning of a non-tangent curve to the right, from which the radius point bears South 22°33'13" West, 35 feet;
Thence along the arc of said curve having a central angle of 110°18'01", 67.38 feet;
Thence South 12°17'47" East, 471.68 feet;
Thence South 57°07'10" East, 1209.71 feet;
Thence South 74°16'04" East, 1131.58 feet;
Thence South 78°01'55" East, 380.82 feet;
Thence South 74°16'04" East, 420.00 feet to the centerline of said existing overhead powerline;
Thence South 30°10'08" West, 92.93 feet to the POINT OF BEGINNING and the terminus of this description.

Said Easement contains 4.3 acres 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

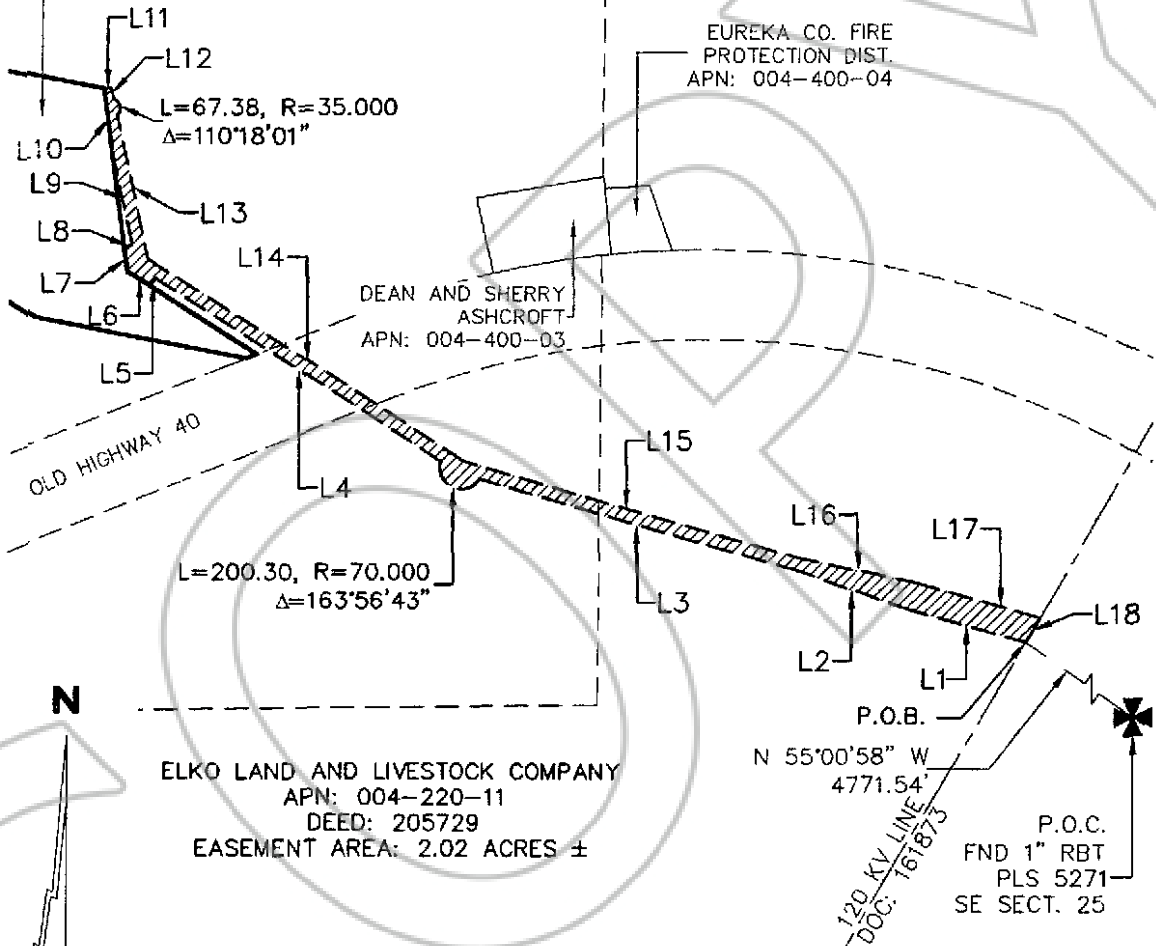


EXHIBIT A-1

N L BAROID DIVISION
OF N L INDUSTRIES, INC.
APN: 004-400-02

ELKO LAND AND LIVESTOCK
COMPANY
APN: 004-400-01
DEED: 205729
EASEMENT AREA: 2.28 ACRES ±

EUREKA CO. FIRE
PROTECTION DIST.
APN: 004-400-04



N



SCALE: 1" = 600'

ELKO LAND AND LIVESTOCK COMPANY
APN: 004-220-11
DEED: 205729
EASEMENT AREA: 2.02 ACRES ±



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
EASEMENT
ELKO LAND AND LIVESTOCK COMPANY
A.P.N.: 004-220-11, 004-400-01
SEC. 25, 26, T. 33 N., R. 48 E., M.D.M.
EUREKA COUNTY NEVADA

4/2/2014

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S:\Survey\LAND PROJECTS\1S Substation (Halburton)\
TS Sub (Halburton) NSPCB3 USFT(WORKING).dwg <125679> 02Apr14-12:28

EXHIBIT A-1

| Parcel Line Table | | |
|-------------------|---------------|---------|
| Line # | Direction | Length |
| L1 | N74° 16' 04"W | 396.83 |
| L2 | N70° 30' 14"W | 380.82 |
| L3 | N74° 16' 04"W | 1067.51 |
| L4 | N57° 07' 10"W | 1092.04 |
| L5 | S32° 52' 50"W | 30.01 |
| L6 | N57° 01' 38"W | 86.20 |
| L7 | N7° 31' 38"W | 80.00 |
| L8 | N77° 42' 13"E | 25.88 |
| L9 | N12° 17' 47"W | 310.21 |
| L10 | N7° 31' 38"W | 202.29 |
| L11 | N77° 42' 13"E | 23.18 |
| L12 | S12° 17' 47"E | 36.28 |
| L13 | S12° 17' 47"E | 471.68 |
| L14 | S57° 07' 10"E | 1209.71 |
| L15 | S74° 16' 04"E | 1131.58 |
| L16 | S78° 01' 55"E | 380.82 |
| L17 | S74° 16' 04"E | 420.00 |
| L18 | S30° 10' 08"W | 92.93 |



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EXHIBIT MAP
EASEMENT
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SEC. 25, 26, T. 33 N., R. 48 E., M.D.M.
EUREKA COUNTY NEVADA
4/2/2014 PAGE 2 OF 2

S:\Survey\LAND PROJECTS\TS Substation (Hallburton)\
TS Sub (Hallburton) NSPCB3 USFT(WORKING).dwg <j25679> 02Apr14-12:26