

DOC # 0227912

10/09/2014

02:23 PM

**Official Record**

Recording requested By  
NV ENERGY

Eureka County - NV  
Mike Rebaleati - Recorder

Fee: \$19.00

Page 1 of 6

RPTT:

Recorded By: LH

Book- 572 Page- 0051



0227912

RECORDING REQUESTED BY:

**NV Energy**

WHEN RECORDED RETURN TO:

**NV Energy**

**Property Services (S4B20)**

**P.O. Box 10100**

**Reno, NV 89520**

C30- 24102

APN Railroad ROW

WORK ORDER # 3000448438

Grant of Easement for OH Electric  
Grantor : Union Pacific Railroad

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)

Dave Snelgrove  
Right of Way Agent

**APN: UPRR ROW**

**WHEN RECORDED MAIL TO:**

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

### **GRANT OF EASEMENT**

Union Pacific Railroad Company, a Delaware corporation, ("**Grantor**") for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), 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 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 ("**Grantee Facilities**") upon, over, under and through the property described in Exhibit "A" and depicted in Exhibit "B" 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 electric line systems and communication 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 Grantee 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.

RW# DS26559  
Proj. # 3000448438  
Project Name: MP 497.65 - UPRR  
UPRR Fo. #2857-19  
Reference Document: UPRR ROW & Track Map V-3\_20  
UPRR Subdivision: Elko  
GOE\_PRECON (UPRR Service)



0227912

Book: 572  
Page: 52

10/09/2014  
Page: 2 of 6

In non-emergency situations, Grantee shall notify the Grantor at least ten (10) days in advance of the commencement of any work on the Easement Area. In each instance, Grantee shall provide Grantor information regarding the location and the date and time of the performance of the proposed work. All such work shall be performed diligently to completion.

Notwithstanding any other provisions in this Grant of Easement, Grantee acknowledges that the installation of communication facilities will be restricted to those facilities required to serve the Union Pacific Railroad or required to be installed pursuant to federal and state law.

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, trees, bridges, and signage. 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 agrees to relocate the Grantee Facilities in the event Grantor determines that it interferes with Grantor's existing or future use of Grantor's property for rail operations, provided, however, that such relocation shall be done at Grantor's expense. Grantor shall exercise this right by giving Grantee reasonable advance written notice. In such a relocation event, Grantor shall provide Grantee with a replacement location reasonably acceptable to Grantee. In such an event, Grantee shall execute a recordable document releasing this Grant of Easement as to the abandoned portion of the Easement Area and Grantor shall grant Grantee an easement for the replacement location on terms and conditions similar to those contained in this Grant of Easement.

Upon completion of construction of the Grantee Facilities and if Grantee determines by survey that some of the Grantee Facilities have not been installed within the Easement Area or none of the Grantee Facilities have been installed within the Easement Area, then (upon Grantee's request and at no cost to Grantee) Grantor must immediately execute Grantee's standard form "grant of easement" including amended Exhibits "A" and "B", that will describe the perpetual easement to be retained over the property owned by Grantor and obtain any additional consents Grantee requires.

This easement may be terminated at any time by the Grantor with thirty (30) days advance written notice. This easement shall expire upon the termination of the electrical service provided by Grantee to Grantor, however, Grantee will retain the right to access and remove its Grantee Facilities from the Easement Area notwithstanding when electrical service is terminated. The Grantor shall reimburse the Grantee's actual expenses of removing its Grantee Facilities.

Grantee has been informed that federal railroad regulations require a railroad flagman for the performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Grantor's track(s) at any time unless and until a railroad

APN: UPRR ROW

RW# DS26559

Proj. # 3000448438

Project Name: MP 497.65 - UPRR

UPRR Fo. #2857-19

Reference Document: UPRR ROW & Track Map V-3\_20

UPRR Subdivision: Elko

GOE\_PRECON (UPRR Service)



0227912

Book 572

10/09/2014

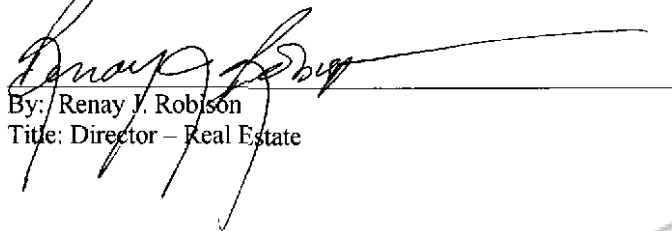
Page: 53

Page: 3 of 6

flagman is provided to watch for trains. Flagmen will be provided at Grantor's expense, and Grantor will reimburse Grantee for any reasonable expenses incurred due to delays caused by flagging or train operations.

**GRANTOR:**

**Union Pacific Railroad Company**

  
By: Renay J. Robison  
Title: Director - Real Estate

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on July 28, 2014 by  
Renay J. Robison as Director of Real Estate for Union Pacific Railroad Company.

  
\_\_\_\_\_  
Signature of Notarial Officer

Notary Seal area →



APN: UPRR ROW  
RW# DS26559  
Proj. # 3000448438  
Project Name: MP 497.65 - UPRR  
UPRR Fo. #2857-19  
Reference Document: UPRR ROW & Track Map V-3\_20  
UPRR Subdivision: Elko  
GOE\_PRECON (UPRR Service)



0227912

Book: 572  
Page: 54  
10/09/2014  
Page: 4 of 6



**W.O. 3000448438**  
**Union Pacific Railroad**  
**UPRR MILE POST 497.65**

**EXHIBIT "A"**  
**EASEMENT**

**A portion of the Northwest quarter of Section 33, Township 33 North, Range 48 East, M.D.M., Eureka County, Nevada; more particularly described as follows:**

**An easement 15 feet in width, lying 7.5 feet on each side of the following described centerline:**

**Commencing at a found 1914 GLO Brass Cap marking the Southwest corner of Section 32, Township 33 North, Range 48 East, M.D.M, Eureka County, Nevada;**

**Thence North 60°32'27" East, 7696.28 feet to a point on the Southerly right of way line of the Union Pacific Railroad**

**Thence along said Southerly right of way, North 68°19'52" East, 188.29 feet to a point on said Southerly right of way line at Union Pacific Railroad Milepost 497.67, said point being the POINT OF BEGINNING;**

**Thence North 19°59'12" West, 154.25 feet to the terminus of this description.**

**EXCEPTING THEREFROM, that portion of land described in the Grant, Bargain, and Sale Deed recorded as File Number 173055, on October 6, 1999, Official Records of Eureka County, Nevada, contained within this easement.**

**The sidelines of the above described easement shall be extended or shortened to terminate on the Southerly boundary line of the grantor.**

**Said Easement contains 1144 square feet of land more or less.**

**See Exhibit "B" attached hereto and made a part thereof.**

**The Basis of Bearings for this Exhibit is the Nevada State Plane Central Zone, North American Datum 1983.**

**Prepared By: Leland Johnson**

**1 of 1**

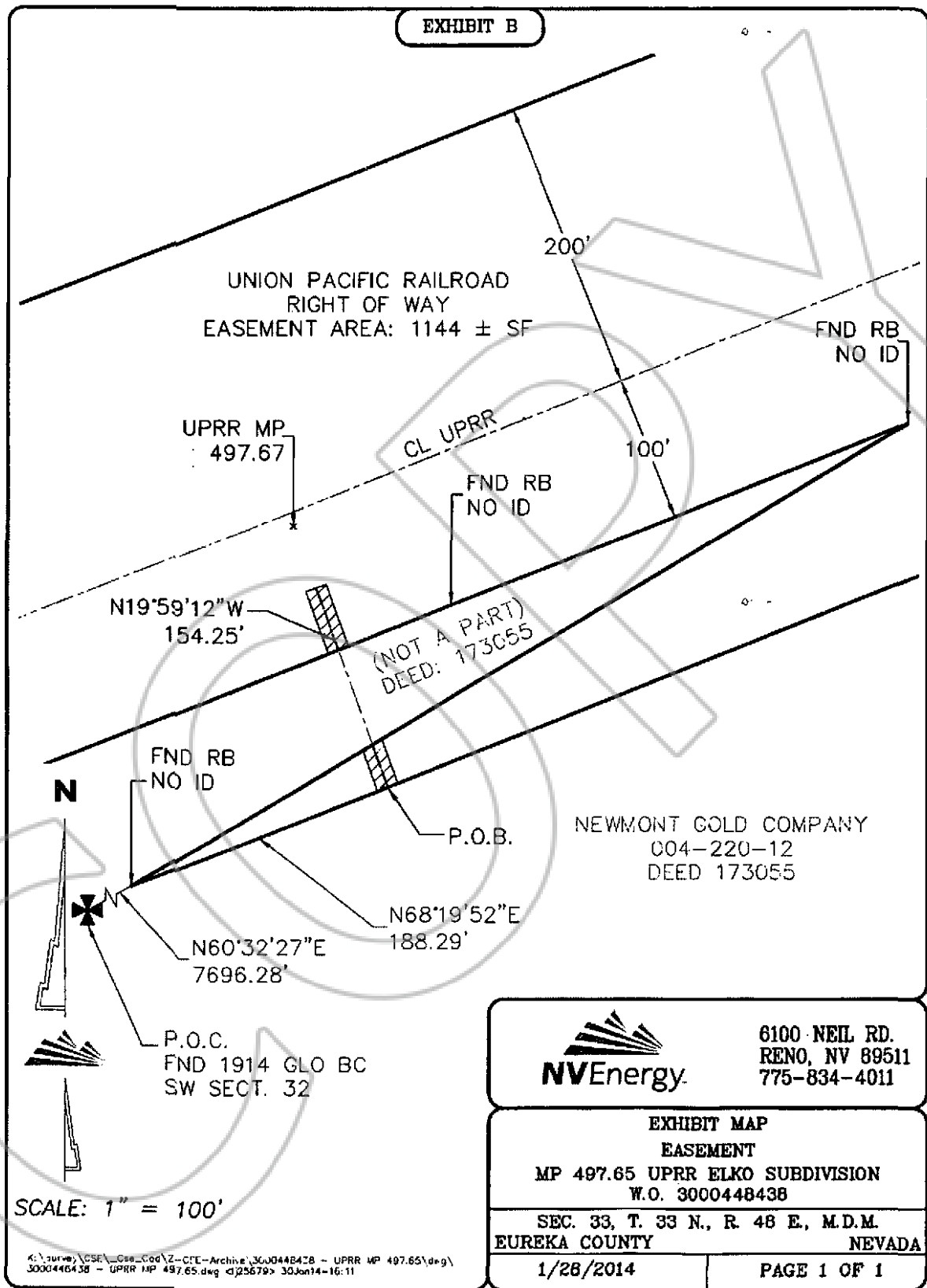
P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146  
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 [nvenergy.com](http://nvenergy.com)



**0227912**

Book **572** 10/09/2014  
Page: **55** Page: 5 of 6

EXHIBIT B



0227912

Book 572 10/09/2014  
Page: 56 Page: 6 of 6