

A PORTION OF APNs:

003-230-01

003-240-01



Requested by: Lincoln County Power District No. 1

Return to: Lincoln County Power District No. 1
HC 74, Box 101
Pioche, Nevada 89043

Type of Document: Electric Power Easement

**NON-EXCLUSIVE
GRANT OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that as of Aug. 29, 2017, and pursuant to this Non-Exclusive Grant of Easement (this instrument shall be referred to as, the "Grant of Easement") **Nevada Ranches LLC**, a Nevada limited liability company (hereafter the "Landowner"), does hereby grant unto the **Lincoln County Power District No. 1**, a general improvement district of the State of Nevada (hereafter the "District"), and to its successors or assigns, a non-exclusive easement for the construction, installation, operation, and maintenance of aboveground electric power distribution facilities (the "Easement") on Landowner's property described in this Grant of Easement.

Landowner owns certain real property situated in the County of Lincoln, State of Nevada, and more particularly described and shown on Exhibit A, attached hereto and by reference made a part hereof (the "Property").

Caliente Cove - Nevada Ranches LLC



Landowner desires to allow District: (1) a twenty (20) foot wide linear, and (2) a fifty (50) foot radius around each angle point pole in the linear 20-foot wide easement described herein for the installation of pole guys, anchors, and guy guard structures the locations of which are marked on the Record of Survey (described in this paragraph below); non-exclusive perpetual aboveground easement as set forth in this instrument to enter a portion of the Property shown on the Record of Survey by Lenard Smith Land Survey for Lincoln County Power District No. 1, and recorded July 20, 2017 in Book D at Page 0242 and as Doc # 0152389, attached at Exhibit B, attached hereto and incorporated herein by reference (the "Easement Property"), for purposes described in this Grant of Easement.

The District agrees that (1) the Easement is, and the Easement Property are, solely for the construction, installation, operation, and maintenance of, the District's aboveground electric power distribution facilities described herein, and (2) that the District shall schedule in advance any operation on Property or Easement Property so as minimize interference and impact on daily activity of the Landowner or its tenant to the extent practical, emergency situations exempted.

The Landowner agrees this Grant of Easement grants the District the non-exclusive right to enter upon the Easement Property (1) to construct, repair, operate and maintain overhead electric power distribution facilities within the Easement; and (2) to cut, trim, and control the growth of trees and shrubbery located within the boundaries of the Easement Property, which at the determination of the District may interfere with or threaten to endanger the operation and maintenance of the District's distribution facilities.

The Landowner agrees to not alter the property within the boundaries of the Easement Property in a manner that would (1) prevent the District's ability to access its facilities that are located on the Landowner's property; (2) result in conditions, including but not limited to clearances between power lines and other objects, that do not conform with the latest edition of the National Electric Safety Code. At all times during the term of this Grant of Easement, District shall repair any damage to the Easement Property that may result from the District's activities thereon associated with the construction, repair, operation or maintenance of the District's power distribution facilities.

In the event that Landowner desires to change the current use of the Property and decides to change or build anything on the Property which changes the use of the Property in any way, any of which may mean that Landowner desires to move or alter the Easement Property or the District's lines and facilities described in this Grant of Easement (or any



portion thereof), then, District shall, at Landowner's sole cost and expense, make the requested modifications as requested by Landowner.

In consideration of Landowner's grant of this Easement, District agrees to design and construct and install, a 4-wire, 75 kilowatt, three-phase, 240/480 volt service that includes one 45' deadend structure (including all necessary work up and to the meter and pedestal box up to and including the interrupt switch on the customer side of the meter & pedestal box, meter, meter base, including without limitation, a pole, crossarms, insulators, cutouts, arrestors, alumina form bracket, three-phase transformer bank with cluster mount bracket, riser and meter socket) next to the existing well in the location shown on Page 2 of Exhibit A. The District also agrees to execute a quit claim of the existing power line easement on the Property recorded March 10, 1937, in Book E-1 of Real Estate Deeds on Page 199-200 Lincoln County Nevada Records. District further agrees that it shall remove all of the poles, lines, and facilities related to and a part of that old power line which is being replaced by the new power line subject of this easement instrument, and fill in any holes and responsibly clean up the area following its removal of such old power line poles, equipment and facilities.

District understands and agrees that from time-to-time, off-road, "off highway vehicle" races occur on the abandoned railroad right-of-way property that runs through the Property and is adjacent to the Easement Property. District consents to, and agrees to not object to, any such race that is permitted by Lincoln County and approved by Landowner in writing; provided such sponsors of said races enter into an agreement with District which shall indemnify, defend and hold harmless District, its owners, managers, and employees, of and from any and all claims, demands, costs, damages, losses, actions, or judgments which may occur from conducting such race in close proximity to energized electrical facilities; and provided such sponsors of said races provide proof of insurance as required by District naming District as an additional insured.

District shall indemnify, defend and hold harmless Landowner, its owners, managers, and employees, of and from any and all claims, demands, costs, damages, losses, actions, or judgments which Landowner may pay or be required to pay by reason of any damage including injury or death to any person, firm or corporation, including but not limited to District's employees and contractors, as a result of the exercise by District of the rights granted to them in this Grant of Easement. District's obligations under this paragraph shall survive the expiration of this Easement.



By the acceptance of this easement, evidenced by the recording of the same, District agrees that in installing, maintaining, operating, repairing or replacing these described above-ground electric power distribution facilities on the Easement Property, District will, at District's expense, restore the surface of portion of the Property that it disturbs.

The Landowner is the owner of the property within the above described Easement subject to the pre-existing conditions and lien of **NONE** *[insert name of Lien Holder, or indicate "None" if there are no liens against said land]* on said lands (hereafter the Lien Holder). ~~The Lien Holder is agreeable to the terms set forth in this Grant of Easement and that the Lien Holder understands that such conditions shall be recorded as permanent conditions that shall run with the land as indicated by the attached written Letter of Agreement from the Lien Holder.~~

The District shall record this Non-Exclusive Grant Easement in Official Records of Lincoln County in the office of the Lincoln County Recorder, and this Grant of Easement shall run with the land and bind any future owners of the Easement Property, until such time as the electrical facilities of the District are removed and the District has provided Landowner with an alternative power source for the well described on Exhibit A page 2, by the District from the lands within the Easement Property, and at which such time District and Landowner shall promptly execute and record in Official Records, Lincoln County, Nevada, a termination of this instrument.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Caliente Cove - Nevada Ranches LLC



EXHIBIT "A"
Non-Exclusive Grant of Easement
the "Property"

See Page 2 of Exhibit "A" for a depiction of the Property

All that certain real property situate in the County of Lincoln, State of Nevada, as more fully described below:

A PORTION OF LC APN 003-230-01

The SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 3 South, Range 67 East, M.D.M.

and

The W $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 3 South, Range 67 East, M.D.M.

A PORTION OF LC APN(003-240-01):

The NE $\frac{1}{4}$ NW $\frac{1}{4}$ (also known as Lot 3); W $\frac{1}{2}$ NE $\frac{1}{4}$; and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 4 South, Range 67 East, M.D.M.

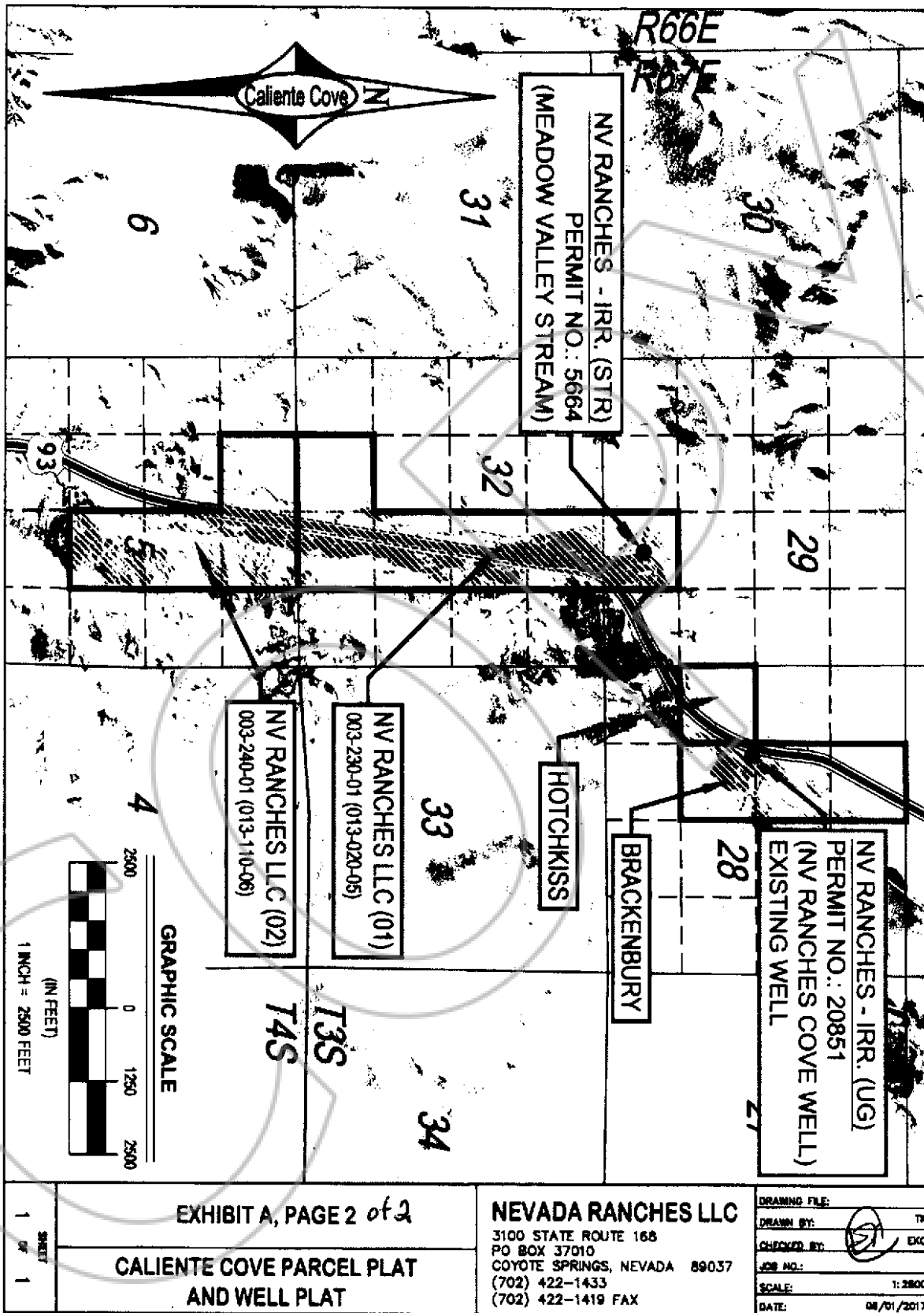
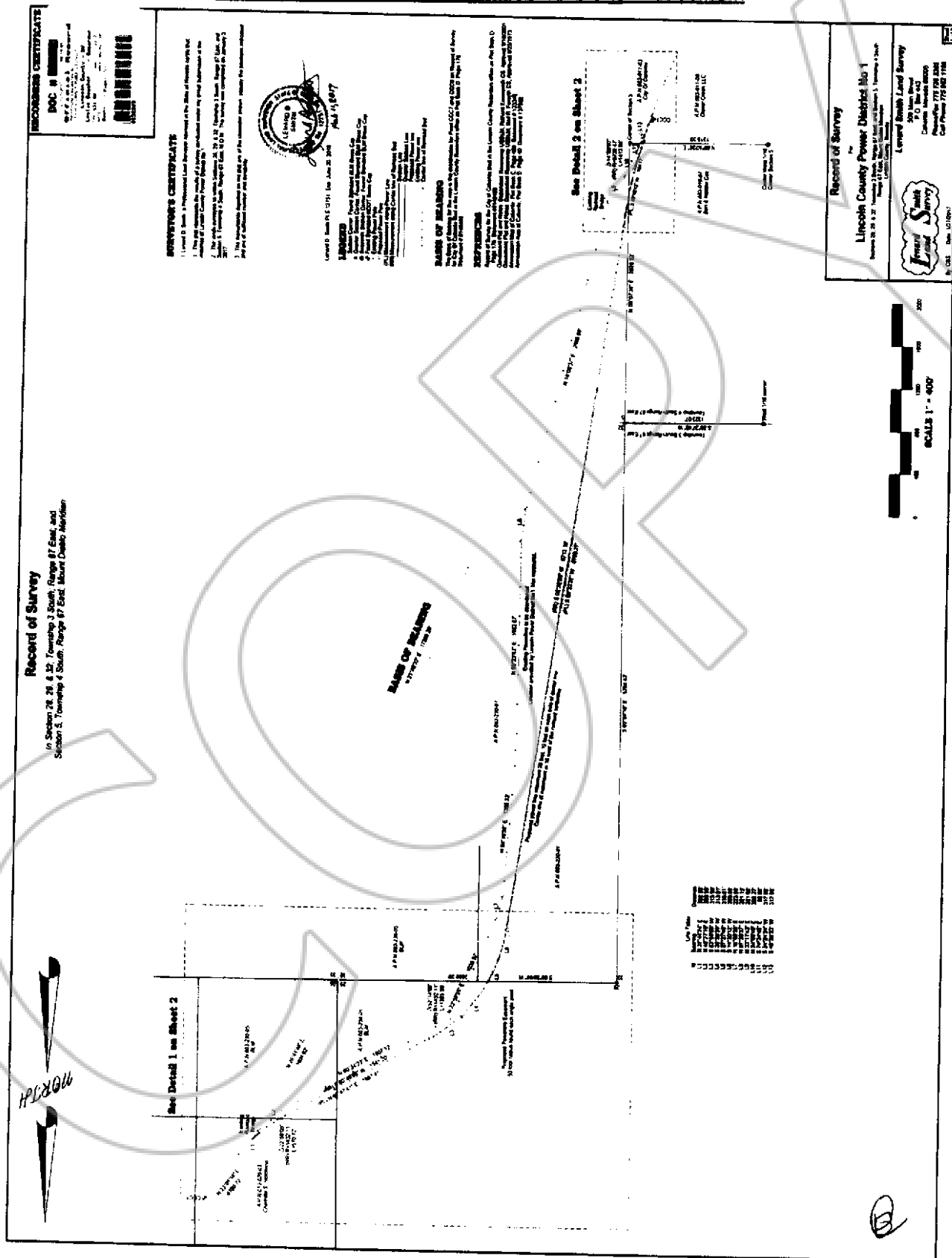




EXHIBIT B - Page 1 of 2

LCPD - Caliente Cove Non-Exclusive Grant of Easement



RECORDS CERTIFICATE
 DOC # 152609
 09/12/2017
 Lincoln County Power District No. 1
 11000 N. 20th St., Prater, NV 89429
 775.752.1100
 www.lincolncountypower.com

RECORDS CERTIFICATE
 I, the undersigned, Clerk of the County of Lincoln, Nevada, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of Lincoln County, Nevada, on the 12th day of September, 2017.
 I, the undersigned, Clerk of the County of Lincoln, Nevada, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of Lincoln County, Nevada, on the 12th day of September, 2017.



NOTARIES CERTIFICATE
 I, the undersigned, Notary Public for the State of Nevada, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of Lincoln County, Nevada, on the 12th day of September, 2017.
 I, the undersigned, Notary Public for the State of Nevada, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Clerk of Lincoln County, Nevada, on the 12th day of September, 2017.

BASE OF MOUNTAIN
 The base of the mountain shall be the line of the mountain as shown on the map and as described in the accompanying text. The base of the mountain shall be the line of the mountain as shown on the map and as described in the accompanying text.

PROPERTY LINE
 The property line shall be the line of the property as shown on the map and as described in the accompanying text. The property line shall be the line of the property as shown on the map and as described in the accompanying text.

See Detail 2 on Sheet 2
 This survey is a continuation of the survey shown on Sheet 2 of this survey. The survey shall be the line of the property as shown on the map and as described in the accompanying text.

Record of Survey
 Lincoln County Power District No. 1
 11000 N. 20th St., Prater, NV 89429
 775.752.1100
 www.lincolncountypower.com

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