

APNs: 554-010-01

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY,
AND AFTER RECORDATION
RETURN TO:**

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

**EASEMENT DEED
ACCESS AND UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

THIS GRANT OF ACCESS AND UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT ("Deed") is entered into this _____ day of _____, 2025, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, d/b/a NV Energy ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property situated in the County of Washoe, State of Nevada, currently Assessor's Parcel Number 554-010-01, commonly known as Sierra Sage Golf Course ("County Property"), including property identified and described in Exhibit "A" ("Access, Utility and Easement Area") and property identified and described in Exhibit "B" ("Temporary Construction Easement Area"), attached hereto and made a part hereof; and

WHEREAS, Grantee desires from Grantor a permanent and non-exclusive easement over the Access, Utility and Easement Area and a temporary construction easement over the Temporary Construction Easement Area to provide natural gas distribution facilities to Northern Nevada; and

WHEREAS, Grantor desires to grant said easements for the benefit of the residents, businesses and visitors of Washoe County; and

NOW THEREFORE, the parties, for good and valuable consideration of Ten Thousand Eight Hundred Eighty Seven Dollar (\$10,887.00) paid by Grantee to Grantor and improvements to County Property, defined in Exhibit "C" ("Improvements"), attached hereto and made a part hereof, completed and delivered by Grantee, receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Grant of Easement County hereby grants to Grantee and its respective successors, its successors and assigns a:

a. temporary construction easement:

- i. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities, gas systems for the distribution and transmission of gas and electric line systems for the distribution of electricity, consisting of poles, guys, anchors, cables, conduit, duct banks, manholes, vaults, transformers, pipes, valves, fittings, regulators (aboveground or underground), meters (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property legally described in Exhibit "B" Attached hereto and by this reference made a part of this Grant of Easement ("Temporary Easement Area");
- ii. for ingress and egress to, from, over and across the Temporary Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
- iii. 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 Underground Utility Facilities or the Additional Utility Facilities within the Temporary Easement Area.

b. perpetual right and non-exclusive easement:

- i. to construct, operate, add to, modify, maintain and remove underground communication facilities, gas systems for the distribution and transmission of gas and electric line systems for the distribution of electricity, consisting of poles, guys, anchors, cables, conduit, duct banks, manholes, vaults, transformers, pipes, valves, fittings, regulators (aboveground or underground), meters (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property legally described in Exhibit "A" Attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");

ii. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;

iii. 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 Underground Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any and all damages of whatever kind or nature, proximately caused by Grantee's acts or omissions in the construction, operation, addition to, maintenance, or removal of the Underground Utility Facilities and/or the Additional Utility Facilities on the date Grantor signs the Grant of Easement, and shall indemnify, defend and hold harmless Grant for any such claims of damages which are asserted against Grantor.

Grantor shall not (a) erect or place or permit to be erected or placed any buildings or improvements on the Easement that are inconsistent with or unreasonably interfere with Grantee's full use and enjoyment of the rights granted herein; or (b) grant any other easements pertaining to or make any other use of the Easement that is inconsistent with or interferes with Grantee's full use and enjoyment of the rights granted herein.

Grantee acknowledges by acceptance of the Easement that Grantor's present and future public recreational uses of, and practices on, the surface area of Grantor's Property are compatible with the purpose of this Easement. Grantor reserves the right to use and enjoy the Grantor Property and surface area of the Easement in accordance with those present parks and recreational practices and uses now and in perpetuity. Grantor and Grantee recognize that future uses of, and practices on, the surface of the Grantor Property may change over time as a result of development and the public's need for recreation. Grantee acknowledges that the County owns this property and that Grantee's use of the Easement shall be subject to and not interfere with any existing restrictions placed on the Grantor Property.

This Easement shall be governed by and construed in accordance with the internal laws of the State of Nevada, and venue shall be in Washoe County, Nevada. Grantor does not waive and intends to assert any and all applicable defenses or immunities set forth in NRS Chapter 41.

2. Easement Access. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have at all times ingress and egress to the Access, Utility and Easement Area for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating the Utility Facilities. Grantee, its successors, assigns, agents, contractors, employees and licensees shall have, for the duration of the Temporary Construction Easement, ingress and egress to the Temporary Construction Easement Area for the purposes set forth above.

3. Site Plans. Prior to installation of the Utility Facilities, Grantee shall submit site plans to County for review and approval.

4. Maintenance. Subject to Section 9 below, Grantee agrees to maintain the Utility Facilities in good order and repair, and consistent with County's and Grantee's standards for maintenance of such improvements, as amended from time to time. Grantee shall remedy and repair any damages or vandalism on the Access and Utility Easement Area within 30 days of notification from County.

5. Warranties and Representations by County. County warrants and represents that County owns the County Property and there are no prior encumbrances or liens running with the County Property which will frustrate or make impossible Grantee's enjoyment of the County Property. County has full power and authority to sell and convey the County Property to Grantee and to enter into and perform its obligations pursuant to this Agreement. The person signing this Deed and other instruments required under this Deed on behalf of County is duly authorized to so sign and has the full power and authority to bind County.

6. Hold Harmless. Subject to the limitations in NRS Chapter 41, Grantee shall hold County harmless from any loss, damage or injury suffered or sustained by Grantee or third parties for any injury or damage caused by any act or omission of Grantee in its use of the easements granted herein.

7. County's Reservation of Rights. Subject at all times to the limitations and provisions of Section 7.1, County reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the Access, Utility and Easement Area and (ii) the right to use the County Property for purposes and uses by Washoe County that will not infringe on Grantee's rights hereunder or create dangerous situations.. County reserves the right to make reasonable improvements to the County Property.

7.1 No Unreasonable Interference. County shall not erect any buildings or structures on the County Property or otherwise use the County Property in a manner that places an unreasonable burden on or unreasonably interferes with Grantee's full use and enjoyment and the rights granted herein.

8. Termination. The Temporary Construction Easement shall expire on the earlier to occur of: (i) upon the completion of the Utility Facilities; or (ii) eighteen (18) months from the date of recording of this Agreement in the office of the Washoe County Recorder. The Access, Utility and Easement may be terminated by mutual agreement, in writing.

9. Entire Agreement and Severability. This Deed constitutes the parties' entire understanding concerning the subject matter of the agreement between the parties and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this Deed shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. If any provision of this Deed is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of this Deed not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Deed.

10. Counterparts. This Deed may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

11. Enforcement; Breach Shall Not Permit Termination. Each party bound hereby shall have the right (but not the duty) to enforce its rights hereunder against the other parties hereto. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date first above written.

“COUNTY”

WASHOE COUNTY, a political subdivision of the State of Nevada

By: _____
Chair,
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 2025, _____ personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the above instrument for the purpose therein contained.

Notary Public

“NV ENERGY”

Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy

By: _____

Print Name: _____

Title: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 2025, _____ personally appeared before me, a Notary Public, and acknowledged to me that he/she executed the above instrument for the purpose therein contained.

Notary Public



W.O. 3011002712

Washoe County

APN: 554-010-01

EXHIBIT "A"

ACCESS, UTILITY AND EASEMENT AREA

A portion of Section 6, Township 20 North, Range 19 East, M.D.M., Washoe County, Nevada; situated within that Parcel of land described as Parcel 1 of a Quitclaim Deed, recorded as File Number 116448 on May 31, 1968, Official Records of Washoe County, Nevada.

COMMENCING at the northernmost northeast corner of said Parcel 1;

THENCE, along the North line of the northeast quarter of said Section 6, same being the North line of said Parcel 1, North 89°21'14" West, 58.05 feet to the **POINT OF BEGINNING**;

THENCE South 0°41'20" West, 158.71 feet;

THENCE North 89°19'59" West, 150.00 feet;

THENCE North 0°47'05" East, 26.22 feet;

THENCE North 89°27'56" West, 137.08 feet to the west line of said Parcel 1;

THENCE along said west line of Parcel 1, North 11°46'03" East, 20.39 feet;

THENCE South 89°27'56" East, 133.19 feet;

THENCE North 0°47'05" East, 26.05 feet;

THENCE North 89°15'12" West, 128.04 feet to the west line of said Parcel 1;

THENCE along said west line of Parcel 1, North 11°46'03" East, 20.38 feet;

THENCE South 89°15'12" East, 124.16 feet;

THENCE North 0°47'05" East, 27.73 feet;



THENCE South 89°22'02" East, 14.86 feet;

THENCE North 21°10'38" West, 41.64 feet to the North line of the northeast quarter of said Section 6, same being the North line of said Parcel 1;

THENCE along said North line of Parcel 1, South 89°21'14" East, 16.16 feet;

THENCE South 21°10'50" East, 41.60 feet;

THENCE South 89°18'21" East, 97.65 feet;

THENCE North 2°23'33" East, 38.72 feet to the North line of the northeast quarter of said Section 6, same being the North line of said Parcel 1;

Thence along said North line of Parcel 1, South 89°21'14" East, 20.00 feet to the **POINT OF BEGINNING**.

Above Easement contains 24,636 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 said Quit Claim Deed.

Prepared by Doug Larson, P.L.S. #15685

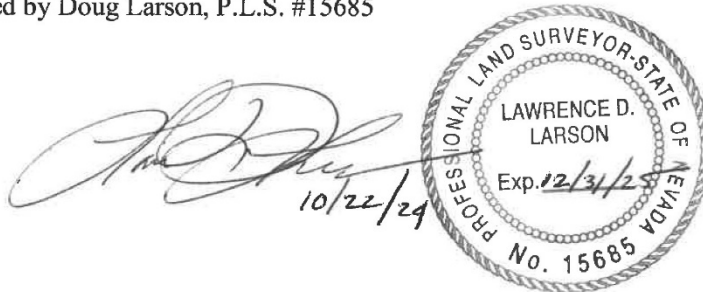


EXHIBIT A-1

20' DOC. 3824246

WASHOE COUNTY
APN: 554-010-01
DOC. 116448 PAR 1
EASEMENT
AREA: 24,636 SQ.FT.±

N

SCALE: 1" = 800'

K:\Survey\LAND PROJECTS\Silverlake to Moya GAS\dwg\
Survey Silver Lake to Moya Capacity Improvement - NSPW.dwg cdl20502>
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6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP

EASEMENT

WASHOE COUNTY

APN# 554-010-01

T. 20 N. R. 19 E. S.06 M.D.M.

RENO

WASHOE COUNTY

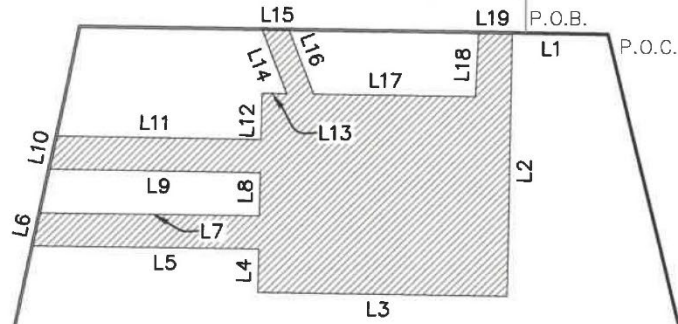
NEVADA

10/2024

1 OF 2

EXHIBIT A-1

541-210-06



WASHOE COUNTY
APN: 554-010-01
DOC. 116448 PAR 1
EASEMENT AREA: 24,636 SQ.FT.±

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N89°21'14"W	58.05'
L2	S0°41'20"W	158.71'
L3	N89°19'59"W	150.00'
L4	N0°47'05"E	26.22'
L5	N89°27'56"W	137.08'
L6	N11°46'03"E	20.39'
L7	S89°27'56"E	133.19'
L8	N0°47'05"E	26.05'
L9	N89°15'12"W	128.04'
L10	N11°46'03"E	20.38'

LINE TABLE

LINE #	DIRECTION	LENGTH
L11	S89°15'12"E	124.16'
L12	N0°47'05"E	27.73'
L13	S89°22'02"E	14.86'
L14	N21°10'38"W	41.64'
L15	S89°21'14"E	16.16'
L16	S21°10'50"E	41.60'
L17	S89°18'21"E	97.65'
L18	N2°23'33"E	38.72'
L19	S89°21'14"E	20.00'

N

SCALE: 1" = 100'

K:\Survey\LAND PROJECTS\Silverlake to Mayo GAS\dwg\Survey Silver Lake to Mayo Capacity Improvement - NSPW.dwg <dl20502>
15Oct24-13:53



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

EXHIBIT MAP

EASEMENT

WASHOE COUNTY
APN# 554-010-01

T. 20 N. R. 19 E. S.06 M.D.M.
RENO WASHOE COUNTY NEVADA
10/2024 2 OF 2



W.O. 3011002712

Washoe County

APN: 554-010-01

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT AREA

A portion of Section 6, Township 20 North, Range 19 East, M.D.M., Washoe County, Nevada; situated within that Parcel of land described as Parcel 1 of a Quitclaim Deed, recorded as File Number 116448 on May 31, 1968, Official Records of Washoe County, Nevada.

BEGINNING at the northernmost northeast corner of said Parcel 1;

THENCE, along the North line of the northeast quarter of said Section 6, same being the North line of said Parcel 1, North 89°21'14" West, 319.13 to the northwestern most corner of said Parcel 1 also being a point on the westernmost east line of Parcel B as shown on that certain Subdivision Tract Map 4487 entitled "Official Plat of Phase 2 – Silver Terrace II Subdivision" recorded as File Number 3221748 on May 31, 2005, Official Records of Washoe County;

THENCE, along the northernmost west line of said Parcel 1, also being said westernmost east line of said Subdivision Tract Map 4487 and the East line of Parcel F as shown on that certain Amended Subdivision Tract Map 4254 entitled "Amended Plat of a Portion of Silver Terrace Subdivision Tract Map 1876" recorded as File Number 2916480, September 4, 2003, South 11°45'57" West, 864.66 feet;

THENCE, along the easternmost south line of said Amended Subdivision Tract Map 4254, North 84°58'09" West, 76.16 feet;

THENCE South 11°55'23" West, 1397.22 feet;

THENCE South 11°40'58" West, 1486.84 feet to the northernmost south line of said Parcel 1;

THENCE along said northernmost south line of said Parcel 1, South 79°21'25" East, 100.02 feet;

THENCE North 11°40'58" East, 1484.82 feet;

THENCE North 11°55'23" East, 1409.10 feet;



THENCE South 84°58'09" East, 25.87 feet;

THENCE North 11°45'57" East, 706.96 feet;

THENCE South 89°19'59" East, 341.43 feet to the northernmost east line of said Parcel 1;

THENCE, along said northernmost east line of said Parcel 1, North 14°13'56" West, 164.23 feet to the **POINT OF BEGINNING**.

Above Temporary Construction Easement contains 7.41 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 said Amended Subdivision Tract Map 4254.

Prepared by Doug Larson, P.L.S. #15685



EXHIBIT A-1

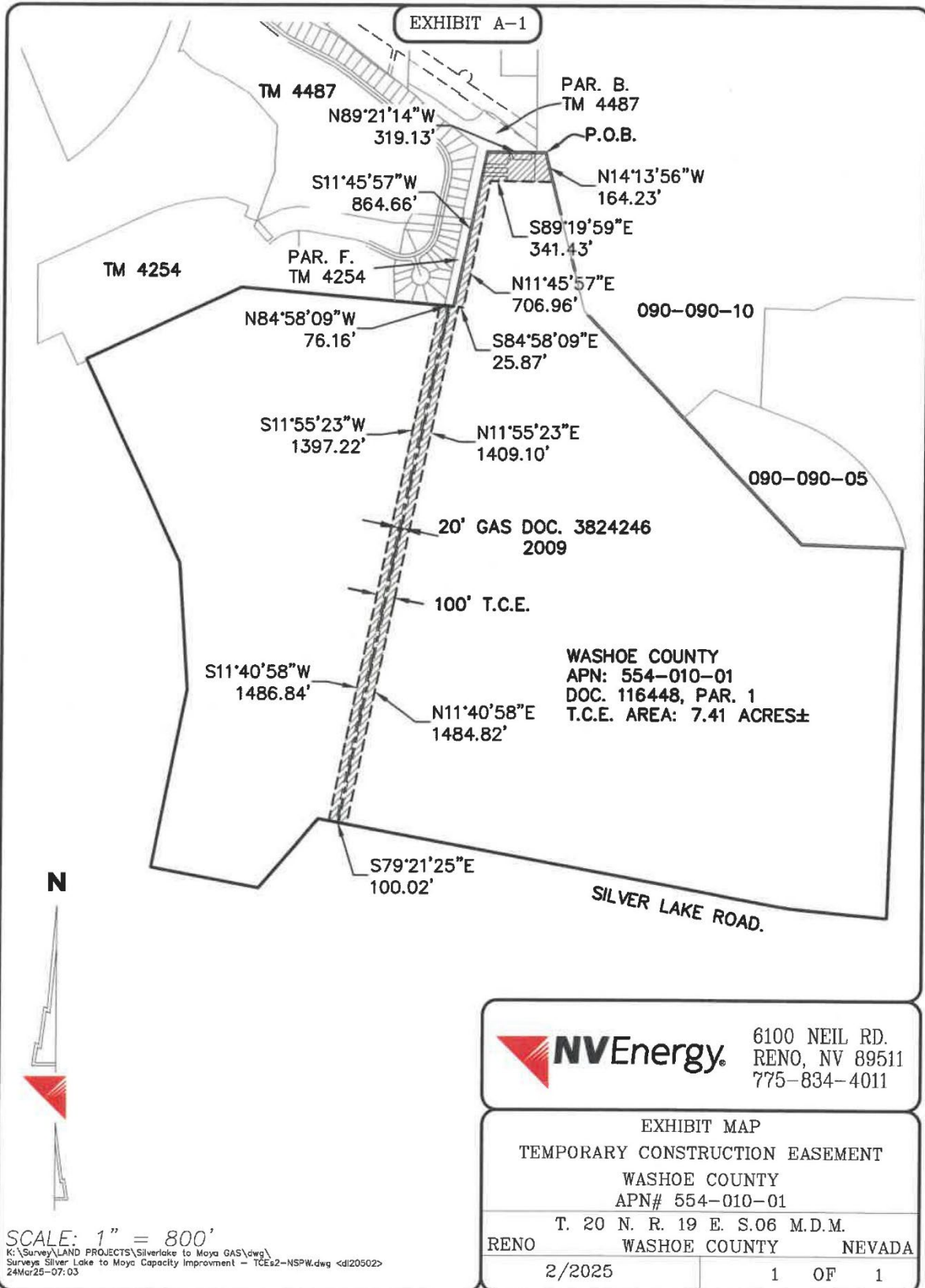


EXHIBIT "C" IMPROVEMENTS

Improvements shall be made to the southern 2,200 feet of existing dirt road, within the southern section of the 20' GAS EASEMENT DOC. 3824246, generally identified below as "Area of Improvement".

Improvements shall include removal and replace existing dirt/gravel road with compacted type 2 base and restore adjacent existing drainage facilities such as earthen swales and culverts to existing or better condition.

