RECORDING REQUESTED BY SOUTHERN CALIFORNIA EDISON COMPANY

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SOUTHERN CALIFORNIA EDISON COMPANY

2131 WALNUT GROVE AVENUE GO3 - 2ND FLOOR ROSEMEAD, CA 91770

TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Easement

Location: City of Laughlin APN: 264-23-000-001; 264-24-101-001; 264-26-000-001; and 264-26-000-002 RP File No.: GRT201475934 Affects SCE Documents: 267783

DOCUMENTARY TRANSFER TAX \$	Serial No. 69358A Service Order 800712453			
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SO, CALF, EDISON OF	APPROVED REAL PROPERTIES DEPARTMENT			
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAM				

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, DEPARTMENT OF WATER AND POWER FOR THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles, SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona and NEVADA POWER COMPANY, a Nevada corporation, dba NV ENERGY, hereinafter called "Grantor", do(es) hereby grant to ELECTRIC LIGHTWAVE, LLC., a Delaware limited liability company, hereinafter called "Grantee", an easement for communication purposes, in, on, under, over, along and across that certain real property in the County of Clark, State of Nevada, described as follows:

Section 23, Township 32 South, Range 66 East, Mount Diablo Meridian; Government Lots 7 and 8 in Fractional Section 24, Township 32 South, Range 66 East, Mount Diablo Meridian; and the North half and the North half of the South half of Fractional Section 26, Township 32 South, Range 66 East, Mount Diablo Meridian, all in the County of Clark, State of Nevada, according to the Official Plat of said land as filed in the District Land Office.

Said communication easement is more particularly described on the Exhibit(s) "A", "B" and "C" and more particularly depicted on the Exhibit(s) "A-1", "B-1" and "C-1", all attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, whether of record or not.

The foregoing grant is made subject to the following terms and conditions:

1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.

- 2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
- 3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.
- 4. Grantee agrees to hold harmless and indemnify Grantor to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including Grantor's own property, or injury to or death of persons, including employees of Grantor, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of Grantor.
- 5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of twenty-seven (27.00) feet between their equipment and any and all overhead electric conductors.
- 6. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
- 7. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
- 8. The above described real property is to be used only for the purposes specified herein and in the event:
 - said real property is not so used;
 - b. said real property shall be vacated as a communication right of way; or
 - c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of Grantor in the above described real property.

9. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.

- 10. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement (which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.
- 11. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.
- 12. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
- 13. Any earth fill placed by Grantee within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).
- 14. Grantee agrees to maintain the above described real property.
- 15. Grantee shall place identification and location markers of a number, location and nature suitable to Grantor, indicating the type, location and depth of any facilities, structures or equipment located by Grantee in the underground of the above described real property.
- 16. Any underground facilities shall be buried in the ground so that the tops thereof shall be not less than forty-eight (48) inches below the surface of the ground, shall be capable of supporting three-axle vehicles weighing up to forty (40) tons, and shall be of such type of construction and material as to be sufficient and safe for the purpose for which they are to be used.
- 17. Grantee shall promptly and properly replace the earth over any underground facilities, shall tamp or water-settle such earth so that no depressions shall be left or shall develop in the surface of the ground over said underground facilities, and shall restore the surface of the ground over said underground facilities to as near its original condition and appearance as possible.
- 18. It is expressly understood and agreed that this Easement is granted pursuant to the authority of and upon and subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, which by this reference is incorporated herein and made a part hereof.
- 19. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.

executed this day of	dersigned Grantor entities have caused this instrument to be, 20
	SOUTHERN CALIFORNIA EDISON COMPANY, a corporation
7.	Ву
	Carol Okray Right of Way Agent Land Operations Division Real Properties Department
AND	DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles
	By
By Barbara E. Moschos	Name Marcie L. Edwards
	Title General Manager
Title Board Secretary	
APPROVED AS TO FORM AND LEGALITY MICHAEL N. FEUER, CITY ATTORNEY	SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arlzona
MAR 1 1 2016	Ву
Thur, I . Co. o	Name
TIMOTHY J. CHUNG DEPUTY CITY ATTORNEY	Title
	NEVADA POWER COMPANY, a Nevada corporation, dba NV ENERGY
	By Racle Col
	Name RANDAL B. CAGLE
*	THE MANAGER LAND RESOURCES

. A notary public or other officer completing this cer document to which this certificate is attached, and n	rtificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.			
State of California County of SAN BERNARDIND				
	CAROL J. BROWN, a notary public			
personally appearedCAPUL_OK	Here Insert Name and Title of the Officer			
personally appeared	Name(s) of Signer(s)			
subscribed to the within Instrument and acknowledge	ory evidence to be the person(s) whose name(s) (syare owledged to me that hershe/they executed the same in by his/he/thele-signature(s) on the instrument the person(s) acted, executed the instrument.			
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
GAROL J. BROWN	WITNESS my hand and official seal.			
Commission # 1952732 Notary Public - California Riverside County My Comm. Expires Oct 15, 2015	Signature CMM O. Burn. Signature of Notary Public			
Place Notary Seal Above	ODTIONAL			
Though this section is optional, completing the	OPTIONAL this information can deter alteration of the document or this form to an unintended document.			
Description of Attached Document Title or Type of Document: Ger Jumber of Pages: Signer(s) Other T	Than Named Above:			
capacity(ies) Claimed by Signer(s)	Signer's Name:			
ligner's Name:	☐ Corporate Officer — Title(s):			
Partner — Limited General	☐ Partner — ☐ Limited ☐ General			
Individual	☐ Individual ☐ Attorney in Fact			
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator			
Other:	Other:Signer is Representing:			

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Grant of Easement
S.C.E., a corporation to
Electric Lightwave, LLC
Serial No. 69358A
RP FILE: GRT201475934
Affects SCE Document(s):
267783

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this A7th day of January 2015
by David Rousseau, President of Salt River Project (name and title of position).

Agricultural Emprovement and Pawer District

DANIEL ROSS BALOGH
Notiny Public State of Affords
Marcis, 2017

Daniel Balogh

Name Printed

acknowledged before me

My Commission Expires;

This Instrument was

Signature of Notary Public

My Commission Expires:

Printed Name

Nevada corporation d/b/a NV Energy.

State of Nevada

County of Clark

2013,

of Nevada Power Company, a

Grant of Easement S.C.E., a corporation to Electric Lightwave, LLC Serial No. 69358A RP FILE: GRT201475934 Affects SCE Document(s): 267783 State of Arizona The foregoing instrument was acknowledged before me this (name and title of position). Signature of Notary Public Name Printed My Commission Expires; State of Nevada County of Clark This Instrument was acknowledged before me on MRCK 102, 2013, by RANdal D. Cagle as Manager, LAND Resources of Nevada Power Company, a Nevada corporation d/b/a NV Energy. Gomez Printed Name

My Commission Expires: August 2, 2017

GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this ______ day of _______, 20____.

	DATED as of this	day of _	, 20
		5. 151	ELECTRIC LIGHTWAVE, LLC., a Delaware limited liability company BY INTEGRA TELECOM HOLDINGS, INC., an
			Oregon corporation
		æ	Ву:
			Name:
			Title:
	(6)		Ву:
			Name:
			Title:
	6	Ú.	
State of)		
County	of)		*
100			
On	lly appeared	_ before me,	a Notary Public,
basis of instrume authoriz	satisfactory evid ent end acknow ed capacity(ies). :	ledged to me thend that by his/h	erson(s) whose name(s) is/are subscribed to the within nat he/she/they executed the same in his/her/their ter/their signature(s) on the instrument the person(s), or s) acted, executed the instrument.
I certify foregoing	under PENALTY g paragraph is tru	OF PERJURY use and correct.	under the laws of the State of that the
WITNES	S my hand and of	ficial seal.	
Signatur	te.		

State of							
County of)						
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On	before me,	<u> </u>			, a	Notary oved to me	
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I certify under PENALT foregoing paragraph is tr		under t	he laws o	of the State	e of		that the
WITNESS my hand and o	official seal.						
	F.						
Signature							



Cornerstone Land Surveying

P.O. Box 22834 Bullhead City, AZ 86439

Phone: (928) 754-7878 Fax: (866) 916-0451

EXHIBIT A Utility Easement Parcel 264-23-000-001

A strip of land 10 feet in width lying within a portion of the north half of Section 23, Township 32 South, Range 66 East, Mount Diablo Meridian, in the County of Clark, State of Nevada, the centerline of said strip more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 23, said point shown as a 2" brass cap PLS 7004;

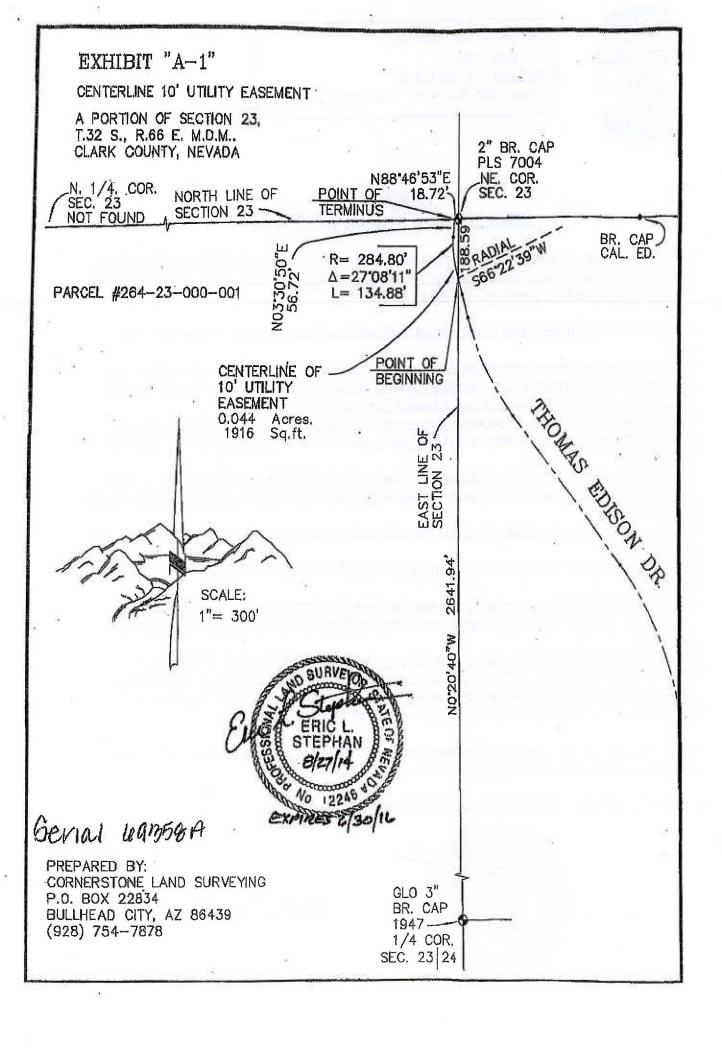
Thence South 00°20'40"East., 188.59 feet along the east line of the said north half of Section 23 to the POINT OF BEGINNING said point being the beginning of a non-tangent curve concave easterly having a radius of 284.80 feet to which point a radial line bears South 66°22'39"West;

Thence northerly along said curve through a central angle of 27°08'11" an arc length of 134.88 feet; Thence North 03°30'50"East, 56.72 feet to a point on the north line of said Section 23 from which the northeast corner of said Section 23 bears North 88°46'53"East, 18.72 feet, said on the north line being the Point of Terminus.

The side lines of said strip shall be lengthened or shortened to begin at the east line of said Section 23 and end at the north line of said Section 23.

The above described parcel of land contains 1916 square feet more or less.







Cornerstone Land Surveying

P.O. Box 22834 Bullhead City, AZ 86439

Phone: (928) 754-7878 Fax: (866) 916-0451

EXHIBIT B Utility Easement Parcel 264-24-101-001

A strip of land 10 feet in width lying within a portion of the northwest quarter of Section 24, Township 32 South, Range 66 East, Mount Diablo Meridian, in the County of Clark, State of Nevada, the centerline of said strip more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 24, said point shown as a 2" brass cap PLS 7004;

Thence South 00°20'40"East, 188.59 feet along the west line of the said Northwest Quarter of Section 24 to the POINT OF BEGINNING said point being the beginning of a non-tangent curve concave westerly having a radius of 400.00 feet to which point a radial line bears North 66°22'39"East;

Thence southeasterly along said curve through a central angle of 07°40'47" an arc length of 53.62 feet; Thence South 15°56'33"East, 76.67 feet to the beginning of a curve concave northeasterly having a radius of 880.00 feet;

Thence southeasterly along said curve through a central angle of 22°57'19" an arc length of 352.57 feet; Thence South 38°53'52"East., 600.82 feet to the beginning of a curve concave westerly having a radius of 1000.00 feet;

Thence southeasterly and southerly along said curve through a central angle of 39°27'22" an arc length of 688.64 feet:

Thence South 00°33'30"West., 253.17 feet to the beginning of a curve concave westerly having a radius of 500.00 feet;

Thence southerly along said curve through a central angle of 07°43'20" an arc length of 67.39 feet; Thence South 08°16'50"West, 479.49 feet to the beginning of a curve concave easterly having a radius of 500.00 feet:

Thence southerly along said curve though a central angle of 11°32'42" an arc length of 100.75 feet; Thence South 03°15'53"East, 10.93 feet to a point on south line of the northwest quarter of said Section 24 from which the west quarter corner of said Section 24 being a 3" brass cap GLO 1947 bears South 89°26'33"West., 704.22 feet, said point on the south line being the Point of Terminus.

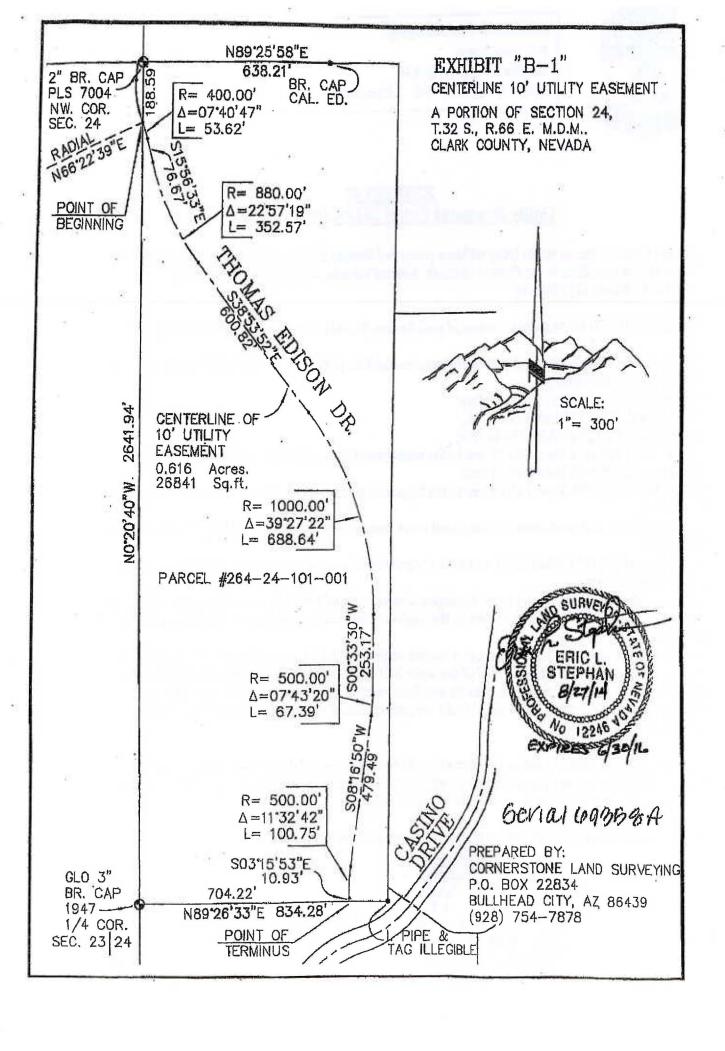
The side lines of said strip shall to be lengthened or shortened to begin at the west line of said northwest quarter and end at the south line of the said northwest quarter.

The above described parcel of land contains 26,841 square feet more or less.



Gerial 69358A

264-24-101-001.doc





Cornerstone Land Surveying

P.O. Box 22834

Bullhead City, AZ 86439

Phone: (928) 754-7878 Fax: (866) 916-0451

EXHIBIT C Utility Easement Parcel 264-26-000-001 &002

A strip of land 10 feet in width lying within a portion of Section 26, Township 32 South, Range 66 East, Mount Diablo Meridian, in the County of Clark, State of Nevada, the centerline of said strip more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 26, said point shown as a 3" brass cap GLO 1947;

Thence South 00°36'09"Bast, 1203.50 feet along the east line of the north half of said Section 26 to the POINT OF BEGINNING;

Thence South 02°13'56"West, 669.58 feet;

Thence South 01°42'45"East, 303.22 feet;

Thence South 02°15'10"West, 155.80 feet;

Thence South 00°36'09" Bast, 306.33 feet to the south line of the north half of said Section 26;

Thence South 00°33'45"Bast, 266.58 feet;

Thence South 02°11'46"East, 128.16 feet to the beginning of a curve concave westerly having a radius of 900.00 feet;

Thence southerly and southwesterly along said curve through a central angle of 41°09'10", an arc length of 646.43 feet;

Thence South 38°57'25"West, 26.01 feet to the beginning of a curve concave northwesterly having a radius of 960.00 feet;

Thence southwesterly along said curve through a central angle of 25°26'52", an arc length of 426.38 feet; Thence South 64°24'16"West, 39.91 feet to the beginning of a curve concave northerly having a radius of 800.00 feet;

Thence westerly along said curve through a central angle of 14°41'13", an arc length of 205.07 feet to a point on the south line of the north half of the south half of said Section 26 from which point the south sixteenth corner common to said Section 26 and Section 25 of said Township and Range, shown as a 4"x4" post bears North 87°05'57"East, 819.29 feet, said point on the south line being the Point of Terminus.

The side lines of said strip shall be lengthened or shortened to begin at the east line of said north half of Section 26 and the northerly and southerly right of way lines to be lengthened or shortened to end at the south line of the north half of the south half of said Section 26.

The above described parcel of land contains 31,755 square feet more or less.

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