

2. For possible action: Resolution No. 7806, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 24-2086 between City of Boulder City and Southern California Edison Company to grant an easement to Southern California Edison to access the Silver Peak Solar leasehold located at approximately 17449 Highway 95 South



**BOULDER CITY  
CITY COUNCIL**

**MAYOR**  
JOE HARDY

**COUNCIL MEMBERS:**  
COKIE BOOTH  
MATT FOX  
SHERRI JORGENSEN  
STEVE WALTON



**MEETING LOCATION:**  
**CITY COUNCIL CHAMBER**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**MAILING ADDRESS:**  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

**WEBPAGE:**  
[WWW.BCNV.ORG](http://WWW.BCNV.ORG)



**ACTING CITY MANAGER:**  
MICHAEL MAYS, AICP

**CITY ATTORNEY:**  
BRITTANY LEE WALKER, ESQ

**CITY CLERK:**  
TAMI MCKAY, MMC, CPO

**COMMUNITY DEVELOPMENT DIRECTOR:**  
MICHAEL MAYS, AICP

**PUBLIC WORKS DIRECTOR:**  
GARY POINDEXTER

**UTILITIES DIRECTOR:**  
JOSEPH STUBITZ, PE

**POLICE CHIEF:**  
TIM SHEA

**ACTING FIRE CHIEF:**  
GREG CHESSER, CFO

**FINANCE DIRECTOR:**  
CYNTHIA SNEED, CPA, CGFM

**PARKS & RECREATION DIRECTOR:**  
JULIE CALLOWAY, CPRP

# City Council Meeting

## June 10, 2024

### Item No. 2

### Staff Report

**TO:** Michael Mays, Acting City Manager

**FROM:** Cynthia Sneed, Finance Director

**DATE:** June 10, 2024

#### SUBJECT:

For possible action: Resolution No. 7806, a resolution of the City Council of Boulder City, Nevada, approving Agreement No. 24-2086 between City of Boulder City and Southern California Edison Company to grant an easement to Southern California Edison to access the Silver Peak Solar leasehold located at approximately 17449 Highway 95 South

#### Business Impact Statement:

This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

#### Action Requested:

That the City Council approve the resolution and agreement between City of Boulder City and Southern California Edison to grant an easement to access the Silver Peak Solar leasehold.

#### Overview:

- Silver Peak Solar entered into a lease on November 9, 2022 to develop land for an energy storage facility under Agreement No. 18-1808B.
- Southern California Edison has an agreement with Silver Peak Solar to take the power provided from the energy facility.
- Southern California Edison has asked for an access easement to the site so that they can monitor the power output and facility for their power balancing needs.
- The easement proposed to be granted will provide access from U.S. Highway 95 along the joint access easement currently enjoyed by Boulder Solar Power 1, Boulder Solar Power 2, and Silver Peak Solar.

Background Information:

Silver Peak Solar had previously entered into an option agreement to lease land from Boulder City to develop a solar energy and energy storage facility on lands near and adjacent to the existing Boulder Solar Power facilities. In November 2022, Silver Peak exercised a portion of the Option agreement to lease lands for the energy storage portion of the development under Agreement No. 18-1808B.

As part of the option exercise, Silver Peak also obtained their own access easement agreement from the City. Their access route is across the existing non-exclusive shared access for the Boulder Solar Power 1 and Boulder Solar Power 2 leaseholds. Their access agreement does extend across the bottom of Boulder Solar Power 1 to the leasehold site. Over the past year they have been developing the site for energy storage and an onsite substation. Silver Peak is close to completion on construction.

Energy Projects typically sell their power to a dedicated off taker through what is called a Power Purchase Agreement (“PPA”). Depending on the structure of the PPA, the off-taker may require access to the site for monitoring purposes. The power to be distributed from the Silver Peak facility will be delivered to Southern California Edison, and they require access.

The access agreement will follow the existing non-exclusive access easement previously granted to Boulder Solar 1, Boulder Solar 2 and Silver Peak Solar. The route runs along the SE side of Boulder Solar 2, and the south sides of Boulder Solar 1 and Boulder Solar 2, and enters the Silver Peak Solar site just west of the Boulder Solar 1 leasehold.

The term of the easement runs concurrently with the term for the Silver Peak Solar leasehold.

Financial:

No fiscal impact.

Boulder City Strategic Plan Goal:

Goal C: Manage Growth and Development

Department Recommendation: Approve Resolution No. 7806, approving Agreement No. 24-2086 between the City of Boulder City and Southern California Edison to grant an access easement from US 95 to the Silver Peak Solar leasehold.

Attachments:

Resolution  
Agreement

**RESOLUTION NO. 7806**

**RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING AGREEMENT NO. 24-2086 BETWEEN CITY OF BOULDER CITY AND SOUTHERN CALIFORNIA EDISON COMPANY TO GRANT AN EASEMENT TO SOUTHERN CALIFORNIA EDISON TO ACCESS THE SILVER PEAK SOLAR LEASEHOLD LOCATED AT APPROXIMATELY 17449 HIGHWAY 95 SOUTH**

**WHEREAS**, the City of Boulder City ("CITY") has leased land to Silver Peak Solar for the development of an energy facility at 17449 Highway 95 South under Agreement No. 18-1808B; and

**WHEREAS**, Southern California Edison has a power purchase agreement to take power from the Silver Peak Solar site and requires access to the leasehold; and

**WHEREAS**, to grant the requested access, it is necessary to grant a non-exclusive access easement; and

**WHEREAS**, the term of the agreement runs concurrent with the length of term for the Silver Peak Solar lease, Agreement No. 18-1808B.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council approves Agreement No. 24-2086 attached hereto as Exhibit A.

**DATED and APPROVED** this 10th day of June 2024.

\_\_\_\_\_  
Joe Hardy, Mayor

**ATTEST:**

\_\_\_\_\_  
Tami McKay, City Clerk  
(Seal)

<p>APNs: 206-00-002-012 207-00-002-039 207-00-002-054</p> <p><b>PREPARED BY AND WHEN RECORDED MAIL TO:</b></p> <p>City of Boulder City 401 California Ave. Boulder City, Nevada 89005 Attention: Finance Department</p> <p><b>WITH A COPY:</b> Southern California Edison 2 Innovation Way, 2<sup>nd</sup> Floor Pomona, CA 91768 Attention: Title &amp; Real Estate Services</p>	
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Serial No. 73462A

SCE Doc. No. 530107

### **GRANT OF EASEMENT AGREEMENT**

This Grant of Easement Agreement (“*Agreement*”) is made and entered into with a reference date as of May \_\_, 2024 and an Effective Date as defined in Section IV, below, by and between the City of Boulder City, a municipality incorporated under the laws of the State of Nevada (“*Grantor*”) and Southern California Edison Company, a California corporation (“*Grantee*”). Grantor and Grantee may hereinafter be referred to, individually, as a “*Party*” and collectively, as the “*Parties*.”

### **RECITALS**

A. Grantor is the sole owner in fee simple of that certain real property situated in Clark County, Nevada, identified and described on -**Exhibit “A”** hereto (the “*Grantor Property*”).

B. Grantor leases a portion of the Grantor Property to Silver Peak Solar, LLC, a Delaware limited liability company (“*Lessee*”) who is in the process of developing a solar electric power generation facility with battery storage under that certain Lease Agreement between Grantor and Lessee, dated as of November 9, 2022 (Boulder City Agreement No. 18-1808B) a memorandum of which was recorded on February 27, 2023, as Instrument No. 20230227-0003570 (the “*Lease Agreement*”).

C. Grantee is a California public utility and provider of electricity to the residents of California.

D. Grantee desires to obtain from Grantor, and Grantor desires to grant and convey to Grantee certain easement rights to access equipment owned by Grantee located upon Grantor Property as set forth in this Agreement.

Now, therefore, in consideration of the foregoing and the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **AGREEMENT AND GRANT OF EASEMENTS**

**I. Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

### **II. Grant of Easements.**

(a) Grantor hereby grants and conveys to Grantee, its successors and assigns (as permitted under **Section VI**), and their respective employees, contractors, subcontractors, consultants, representatives and agents (collectively, "*Easement Users*") a non-exclusive easement and right-of-way ("*Easement*") of a variable width, on, over, under, through and across the portion of the Grantor Property identified and described on **Exhibit "B"** and depicted on **Exhibit "C"**, each attached hereto ("*Easement Area*"). Such easement shall be for the following purpose: (i) for vehicular and pedestrian access, ingress and egress on, over, under and across the Easement Area to access the substation (the "*Substation*") described on **Exhibit "D"** and depicted on **Exhibit "E"**, each attached hereto, and any equipment owned by Grantee located within the Substation, and (ii) to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities (including, without limitation, an RTU rack and enclosure, and revenue and service meters) (collectively, the "*Easement Purpose*").

(b) Grantee hereby expressly acknowledges and agrees that the Easement, and use of the Easement Area, is accepted by Grantee in "as-is", "where-is" condition, with all faults, including, without limitation, with respect to any patent or latent defects. Grantee further acknowledges that except as expressly set forth herein, Grantor does not make and hereby expressly disclaims any representations or warranties of any kind or nature, express or implied, with respect to the Easement Area and/or in connection with the grant of the Easement hereunder.

(c) Grantor hereby reserves all rights not expressly granted to Grantee hereunder, and Grantee hereby expressly acknowledges the same. As such, Grantor shall have the right to use and enjoy the Easement Area, provided that Grantor does not interfere with or obstruct Grantee's use of the Easement Area. For the avoidance of doubt, Grantor's reservation of rights hereunder includes, without limitation of the foregoing, all rights of ownership in and to the Easement Area, and does keep, save, preserve, maintain and reserve unto itself and to each and of its successors and assigns, all of Grantor's rights and interest in and to the Easement Area, subject to the express grants made within this Agreement, including, without

limitation, the right to grant further easements over, upon, across, though, within, and under the surface of the Easement Area (provided that such easements do not interfere with or obstruct Grantee's use of the Easement Area), the right to prohibit any alterations or improvements on the Easement Area that do not comport to the restricted use hereunder, the right to make routine and emergency inspections and repairs to the Easement Area, and the right to use the Easement Area for all uses whatsoever, provided such use is not inconsistent and does not interfere with the rights granted herein unto Grantee. Grantor, along with its successors, assigns, lessees, licensees and invitees may enter the Easement Area at any time and for any reason and, provided that such entry and use is not inconsistent with and does not interfere with Grantee's rights hereunder and the Easement Purpose, enjoy the full use of the Easement Area without further notice to Grantee. Grantor may, at its sole discretion, construct, install, operate, use, maintain, repair, alter, modify, change, replace, and remove facilities and improvements over, upon, across, through, within and under the surface of the Easement Area. Grantor may convey ownership, easement, and lease rights and interests along with license agreements to one or more persons and entities to the Easement Area and allow such persons and entities to construct, install, operate, use, maintain, repair, alter, modify, change, replace and remove facilities and improvements over, upon, across, through, within and under the surface of the Easement Area, provided that such are not inconsistent with and do not interfere with Grantee's rights hereunder and the Easement Purposes. Grantee's easement rights and Grantee's use and maintenance of the Easement Area are now and shall always be subject, subordinate, and inferior to Grantor's rights in and to the Easement Area and to each and all of Grantor's prior mortgages and liens, prior obligations, prior easements, prior lease agreements, prior license agreements and prior encumbrances applicable or related to the Easement Area and Grantor's title to and ownership of the Easement Area whether or not recorded in any public record. Grantee shall not interfere with Grantor's facilities, or with Grantor's use of the Easement Area, or with the facilities of or use of the Easement Area by any person or entity which has a right to use the Easement Area. Grantor shall not unreasonably interfere with or prevent Grantee's use of the Easement Area or maintenance of the Easement Area for the purposes described and authorized herein without the permission of Grantee.

### **III. Inconsistent Uses; Obstructions; Non Disturbance.**

(a) Grantee shall have all of the rights and benefits necessary or desirable for the exercise, use, and enjoyment of the Easements herein granted.

(b) Subject to Grantor's rights hereunder, Grantor shall not unreasonably interfere with, or grant, approve, consent, license, or permit any third party to unreasonably interfere with Grantee's exercise, use and enjoyment of the Easements; provided, however, the foregoing shall not prohibit Grantor, in any manner, from granting to a third-party a non-exclusive right to the Easement Areas. Without limiting the foregoing, without Grantee's express written consent, which shall not be unreasonably withheld, conditioned, or delayed,

Grantor shall not within the Easement Areas (i) erect, construct, or install any building, tower, pole, fence, or other structure, or any well, pump, tank, antennae, or other equipment, fixture or other improvements (collectively, “*Grantor Improvements*”); (ii) place, store, release or dispose of any Hazardous Substances, (iii) plant any vegetation, (iv) install any water conveyance or storage, sewer or drainage facilities; or (v) substantially alter the elevation of the existing ground surface.

**IV. Term.** The term of the Agreement is effective upon approval by Grantee and the governing body of Grantor and is coextensive with, and its effectiveness is conditioned upon, the term of the Lease Agreement together with any Tenant Removal Period as defined in the Lease Agreement. In the event the Lease Agreement terminates, and the Grantor enters into a new lease agreement for solar and/or battery storage upon the Grantor Property and Grantee’s Substation and associated equipment have not been removed from the Grantor Property, the Grantor shall enter into a new Easement Agreement upon terms substantially similar to the terms contained herein; provided that no event of default has occurred and is continuing under the Agreement.

**V. Indemnity.** Grantee shall defend, protect, indemnify, and hold Grantor harmless from and against any and all damages, losses, expenses, assessments, fines, costs, or liabilities based upon, or arising out of, any claim of personal injury, property damage, or other claim resulting from Grantee’s use of the Easement Areas, or otherwise arising out of, or relating to, Grantee’s obligations pursuant to this Agreement, except to the extent arising from Grantor’s or Grantor Parties’ active negligence, gross negligence or intentional misconduct.

**VI. Successors and Assigns.** The provisions of this Agreement shall be binding upon the permitted successors and assigns of Grantor and Grantee, and the Easement granted in this Agreement shall constitute a burden upon the Easement Areas, and shall burden or benefit, as the case may be, all persons hereafter acquiring or owning any interest in the Easement Areas or the Grantor Property, respectively; provided that such successor or assign is permitted under the terms and conditions contained in the Lease.

**VII. Title to Easement Areas.** Grantor represents and warrants that Grantor has all necessary right, title, capacity, and all necessary authority to enter into this Agreement, and to grant the Easements upon the terms and conditions of this Agreement.

**VIII. Additional Covenants.**

(a) Compliance with Law. Grantee shall comply with and act in accordance with all applicable local, regional, state, and federal law, including, without limitation, Boulder City ordinances, zoning regulations, and code, including but not limited to all applicable regulatory, environmental, and safety requirements (“**Applicable Law**”) at Grantee’s sole cost and expense.



(b) Restrictions. Grantee shall not use the Easement Area for any purpose other than the Easement Purpose.

(c) No Interference. Except pursuant to and in accordance with the Lease, Grantee shall not materially interfere with the use by and operation and activities on the Grantor Property, and Grantee shall use such routes and follow such procedures on the Grantor Property as result in the least damage and inconvenience to Grantor.

(d) Liens, Taxes, Fees. Grantee shall keep the Easement Area and the Grantor Property free and clear of all liens, including, without limitation, professional, mechanics, and materialmen liens. To the extent any such lien is recorded, Grantee shall cause such lien to be released and removed within ten (10) days of knowledge thereof or being served notice of such filing and/or recording, either by satisfaction or by the posting of a release bond in the amount required. Notwithstanding anything to the contrary, Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area as a result of the Easement herein granted.

(e) Reimbursement of Costs. In the event Grantor incurs any costs or expenses in the enforcement of its rights hereunder, including, without limitation, enforcing its rights to indemnification, and any and all attorney fees related thereto, Grantee shall reimburse Grantor for such costs and expenses no less than thirty (30) days after Grantor's written request therefor.

(f) Responsibility for Employees, Agents, and Invitees. Grantee acknowledges and agrees that Grantee is responsible for ensuring the terms and conditions of this Agreement are adhered to by Grantee and Grantee's employees, agents, contractors, licensees, permittees, and invitees.

**IX. Permits, Approvals, and Authorizations.** Grantee acknowledges and understands that this Agreement does not confer any rights other than as expressly provided for herein and/or as mandated by federal, state, and/or local law and does not authorize, or exempt Grantee from requirements for acquiring any license or permit required for the privilege of transacting or carrying on a business within Boulder City or any other local, regional, state, or federal permits, authorizations, and approvals required by Applicable Law. Grantee agrees to obtain and adhere to the conditions of the necessary permits.

**X. Notices.** All notices which either Party hereto may be required or desire to serve upon the other Party shall be in writing and shall be served upon such other Party (a) by personal service upon such other Party, whereupon service shall be deemed complete; (b) by Federal Express, UPS, or other nationally-recognized overnight delivery service, whereupon service shall be deemed complete the next business day; or (c) by mailing a copy thereof by certified or registered mail, with return receipt requested, whereupon service shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt, or at the expiration of the third day after the date of mailing, whichever

first occurs.

If to Grantee:

Southern California Edison Company  
2 Innovation Way 2nd floor  
Pomona California 91768  
Attn: Vegetation & Land Management

with a copy to:

Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, California 91770  
Attn: Law Department, Real Properties Section

If to Grantor:

City of Boulder City  
401 California Avenue  
Boulder City, Nevada 89005  
Attn: City Manager

## **XI. General Provisions.**

(a) Attorney Fees. In the event of an action or suit between the parties to enforce this Agreement, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees and costs allowed by law.

(b) Modification and Waiver. No claim of waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be effective against either Party except on the basis of a written instrument executed by such Party.

(c) Other Inducement. The making, execution, and delivery of this Agreement by the Parties hereto has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

(d) Construction and Interpretation. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; if any provision of this Agreement shall be adjudicated invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating

the remainder of such provision or the remaining provisions of this Agreement. It is hereby acknowledged that both Parties had material participation in the preparation of this Agreement, and any uncertainty or ambiguity is not intended to be, and indeed shall not be, interpreted against any one Party. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa.

(e) Headings. The section headings of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

(f) Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without giving effect to the choice of law principles of said State, and the exclusive venue for disputes hereunder shall be a state court of competent jurisdiction located in Clark County, Nevada. Each party hereto agrees not to initiate an action against the other party in any other jurisdiction.

(g) Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BYLAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES 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.

(h) Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Agreement.

(i) No Partnership. This Agreement does not create any partnership, agency, fiduciary, joint venture, or any other relationship, except the relationship of contracting parties, between the Parties hereto, or render any Party liable for any of the debts or obligations of the other Party. No third-party beneficiary is created hereby. Grantor shall have no obligation or liability to any lending institution, architect, contractor, subcontractor, or other party retained by Grantee to assist Grantor in the performance of its obligations under the terms and conditions of this Agreement. Grantee specifically agrees that no representation shall be made to any third party that Grantee and the Grantor are partners or joint venturers.

(k) Counterparts. This Agreement may be signed in one or more counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

*[signature and notary pages follow]*

GRANTOR:  
CITY OF BOULDER CITY,  
a Nevada municipal corporation

By: \_\_\_\_\_  
Taylour Tedder, ICMA-CM, CEcD  
Its: City Manager

Attest: \_\_\_\_\_  
Tami McKay City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Brittany Walker, City Attorney

STATE OF NEVADA            )  
  : SS.  
County of Clark            )

On \_\_\_\_\_, 202\_\_, before me, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_, who represented that he/she is the  
\_\_\_\_\_ of the City of Boulder City, a Nevada municipal corporation, and  
that in such capacity he/she did execute the above and foregoing instrument on behalf of  
\_\_\_\_\_, and for the uses and purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

**GRANTEE:**

SOUTHERN CALIFORNIA EDISON COMPANY,  
a California Corporation

By: \_\_\_\_\_

Name: Eileen Flores

Its: Authorized Representative

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On May 9th, 2024 before me, Himal Bista, Notary Public  
(Insert name and title of the officer)

personally appeared Eileen Flores  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



The undersigned, being Lessee of a portion of the Grantor Property, has read the foregoing and hereby consents to the granting of the Easement to Grantee as set forth herein.

**LESSEE:**

Silver Peak Solar, LLC, a Delaware limited liability

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

: SS.

County of \_\_\_\_\_ )

On \_\_\_\_\_, 202\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who represented that he/she is the \_\_\_\_\_ of Silver Peak Solar, LLC, a Delaware limited liability, and that in such capacity he/she did execute the above and foregoing instrument on behalf of \_\_\_\_\_, and for the uses and purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

EXHIBIT A  
Grantor Property

**LEGAL DESCRIPTION  
SILVER PEAK PARCEL 2  
LOCATED ON  
BOULDER CITY PROPERTY**

A PORTION OF THE NORTHWEST QUARTER (NW1/4), THE SOUTHWEST QUARTER (SW1/4) OF SECTION 19 AND THE NORTHWEST QUARTER (NW1/4) OF SECTION 30, IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 24 AND THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, IN TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF A 2000-FOOT WIDE BUREAU OF LAND MANAGEMENT NVN-2795 UTILITY CORRIDOR, FROM WHICH THE QUARTER (1/4) SECTION CORNER FOR SECTION 24, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., AND SECTION 19, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., BEARS NORTH 0°21'06" WEST 539.26 FEET;

THENCE NORTH 39°28'35" EAST 1,303.14 FEET ALONG SAID SOUTHEASTERLY LINE TO A POINT ON THE NORTHWESTERLY LINE OF A 200-FOOT WIDE EASEMENT FOR THE TECHREN SOLAR PROJECT GEN TIE;

THENCE SOUTH 10°22'01" WEST 5,443.98 FEET ALONG SAID NORTHWESTERLY LINE;

THENCE SOUTH 89°41'22" WEST 907.27 FEET ALONG THE NORTHERLY LINE OF A 200-FOOT WIDE EASEMENT FOR THE TECHREN SOLAR PROJECT GEN TIE TO A POINT ON THE SOUTHEASTERLY LINE OF THE 2000-FOOT WIDE BUREAU OF LAND MANAGEMENT NVN-2795 UTILITY CORRIDOR;

THENCE NORTH 6°25'35" EAST 396.72 FEET ALONG THE SOUTHEASTERLY LINE OF SAID NVN-2795 UTILITY CORRIDOR TO A POINT ON THE SOUTHERLY LINE OF THE TRANS WEST EXPRESS LLC, LEASE AREA;

THENCE SOUTH 83°57'20" EAST 834.30 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHEAST CORNER OF THE TRANS WEST EXPRESS LLC, LEASE AREA;

THENCE NORTH 10°15'08" EAST 2,979.70 FEET ALONG THE EASTERLY LINE OF THE TRANS WEST EXPRESS LLC, LEASE AREA TO THE NORTHEAST CORNER OF THE TRANS WEST EXPRESS LLC, LEASE AREA;

THENCE NORTH 83°48'42" WEST 1,033.11 FEET ALONG THE NORTHERLY LINE OF THE TRANS WEST EXPRESS LLC, LEASE AREA TO A POINT ON THE SOUTHEASTERLY LINE OF THE 2000-FOOT WIDE BUREAU OF LAND MANAGEMENT NVN-2795 UTILITY CORRIDOR;

THENCE NORTH 6°25'35" EAST 206.70 FEET ALONG THE SOUTHEASTERLY LINE OF SAID NVN-2795 UTILITY CORRIDOR TO AN ANGLE POINT ON SAID UTILITY CORRIDOR;

THENCE NORTH 39°28'35" EAST 1,034.96 FEET ALONG SAID SOUTHEASTERLY LINE UTILITY CORRIDOR TO THE POINT OF BEGINNING.

CONTAINS 44.35 ACRES.



THE BASIS OF BEARING FOR THIS DESCRIPTION IS GRID NORTH, AS DEFINED BY THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE (2701), ALL DISTANCES SHOW IN THIS LEGAL DESCRIPTION ARE GROUND DISTANCES. TO CONVERT GROUND DISTANCES TO A GRID DISTANCE MULTIPLY BY THE COMBINED FACTOR OF 0.9998263433.

Prepared by:  
Richard A. Ariotti, Nevada P.L.S. No. 7953  
Acting as Agent for:

E.G. Radig, Inc.  
1577 Foothill Drive #1  
Boulder City, NV 89005  
Phone: (702) 293-3330  
Fax: (702) 293-6153

**LEGAL DESCRIPTION  
SILVER PEAK PARCEL 3  
LOCATED ON  
BOULDER CITY PROPERTY**

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 19 AND THE NORTHWEST QUARTER (NW1/4) OF SECTION 30, IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF THE BOULDER SOLAR POWER, PHASE 1, AREA 1 AS PER MAP RECORDED IN FILE 169, PAGE 69 OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER, FROM SAID POINT THE COMMON CORNER FOR SECTION 24 AND SECTION 25 IN TOWNSHIP 24 SOUTH, RANGE 62 EAST AND SECTION 19 AND SECTION 30 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST BEARS SOUTH 89°37'50" WEST 1,023.52 FEET;

THENCE SOUTH 0°00'00" EAST 262.76 FEET ALONG SAID BOUNDARY LINE;

THENCE NORTH 90°00'00" WEST 345.23 FEET ALONG SAID BOUNDARY LINE;

THENCE SOUTH 0°00'00" EAST 1,829.93 FEET ALONG SAID BOUNDARY LINE;

THENCE NORTH 90°00'00" WEST 334.02 FEET ALONG SAID BOUNDARY LINE;

THENCE SOUTH 0°00'00" EAST 363.31 FEET ALONG SAID BOUNDARY LINE TO THE SOUTHWEST CORNER OF THE BOULDER SOLAR POWER, PHASE 1, AREA 1;

THENCE NORTH 90°00'00" WEST 138.65 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE 200-FOOT WIDE BUREAU OF LAND MANAGEMENT RIGHT-OF-WAY OF NVN-02795;

THENCE SOUTH 10°22'01" WEST 4,414.04 FEET ALONG SAID SOUTHEASTERLY LINE;

THENCE NORTH 90°00'00" EAST 23.58 FEE TO THE NORTHWEST CORNER OF THE BOULDER SOLAR POWER, PHASE 1, AREA 1;

THENCE SOUTH 0°00'00" EAST 1,885.98 FEET TO THE POINT OF BEGINNING.

CONTAINS 21.77 ACRES.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS GRID NORTH, AS DEFINED BY THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE (2701), ALL DISTANCES SHOW IN THIS LEGAL DESCRIPTION ARE GROUND DISTANCES. TO CONVERT GROUND DISTANCES TO A GRID DISTANCE MULTIPLY BY THE COMBINED FACTOR OF 0.9998263433.

Prepared by:  
Richard A. Ariotti, Nevada P.L.S. No. 7953  
Acting as Agent for:

E.G. Radig, Inc.  
1577 Foothill Drive #1  
Boulder City, NV 89005  
Phone: (702) 293-3330  
Fax: (702) 293-6153

**LEGAL DESCRIPTION  
SILVER PEAK PARCEL 4A  
LOCATED ON  
BOULDER CITY PROPERTY**

A PORTION OF THE SOUTH HALF (S1/2) OF SECTION 19, THE SOUTHWEST QUARTER (SW1/4) OF SECTION 20 AND NORTHWEST QUARTER (NW1/4) OF SECTION 20 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE TECHREN SOLAR LEASE AREA AS PER MAP IN FILE 186, PAGE 1, OF SURVEYS IN THE OFFICE OF THE CLARK COUNTY RECORDER;

THENCE NORTH 90°00'00" EAST 102.76 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0°00'00" EAST 48.33 FEET;

THENCE NORTH 90°00'00" WEST 111.60 FEET TO A POINT ON THE EASTERLY LINE OF THE 200-FOOT-WIDE SOUTHERN CALIFORNIA EDISON ELDORADO #1 TRANSMISSION LINE BLM RIGHT-OF-WAY NVN-2795;

THENCE SOUTH 10°22'01" WEST 52.53 FEET ALONG SAID EASTERLY LINE;

THENCE NORTH 90°00'00" WEST 406.64 FEET TO A POINT ON THE WESTERLY LINE OF THE 200-FOOT-WIDE TECHREN SOLAR PROJECT GEN TIE;

THENCE NORTH 10°22'01" EAST 101.66 FEET ALONG SAID WESTERLY LINE;

THENCE NORTH 90°00'00" EAST 406.64 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.05 ACRES.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS GRID NORTH, AS DEFINED BY THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE (2701), ALL DISTANCES SHOW IN THIS LEGAL DESCRIPTION ARE GROUND DISTANCES. TO CONVERT GROUND DISTANCES TO A GRID DISTANCE MULTIPLY BY THE COMBINED FACTOR OF 0.9998263433.

Prepared by:  
Richard A. Ariotti, Nevada P.L.S. No. 7953  
Acting as Agent for:

E.G. Radig, Inc.  
1577 Foothill Drive #1  
Boulder City, NV 89005  
Phone: (702) 293-3330  
Fax: (702) 293-6153

EXHIBIT B  
Legal Description of Easement Area

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**SERIAL NO. 73462A**  
APN 206-00-002-012, 207-00-002-039, AND 207-00-002-054

**24' WIDE ACCESS EASEMENT TO SILVER PEAK SUBSTATION**

PORTIONS OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., AND SECTION 15, SECTION 16, SECTION 21, SECTION 28, SECTION 29, AND SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A 24-FOOT-WIDE STRIP OF LAND, LYING 12.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE QUARTER (1/4) CORNER OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., AND SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., A FOUND U.S. GLO 2-1/2 INCH BRASS CAP, DATED 1938, AS SHOWN IN FILE 196, PAGE 28, OF SURVEYS, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°25'30" WEST 490.09 FEET ALONG THE COMMON LINE BETWEEN SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., AND SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M.;

THENCE NORTH 90°00'00" WEST 319.39 FEET TO A POINT ON THE EASTERLY LINE OF THE SILVER PEAK SUBSTATION AREA, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 90°00'00" EAST 90.00 FEET;

THENCE SOUTH 0°00'00" EAST 67.92 FEET;

THENCE NORTH 89°59'51" EAST 442.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 52.00 FEET; THENCE SOUTHEASTERLY 77.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°53'13";

THENCE SOUTH 04° 06' 56" EAST 289.87 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY 60.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°00'16";

SERIAL NO. 73462A

THENCE NORTH 89° 52' 48" EAST 4,470.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY 50.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°16'31";

THENCE NORTH 41° 36' 17" EAST 192.94 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY 37.21 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°32'12";

THENCE NORTH 77° 08' 29" EAST 202.71 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY 31.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°08'31";

THENCE NORTH 86° 17' 00" EAST 568.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY 16.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°47'02";

THENCE NORTH 81° 29' 58" EAST 2,923.01 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY 43.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°48'49";

THENCE NORTH 56° 41' 09" EAST 1,126.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY 17.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°08'55";

THENCE NORTH 39° 32' 14" EAST 8,879.59 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 975.00 FEET THENCE SOUTHEASTERLY 1,022.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°05'46";

SERIAL NO. 73462A

THENCE SOUTH 80° 22' 00" EAST 926.63 FEET TO THE NORTHWESTERLY LINE OF THE 400-FOOT-WIDE RIGHT-OF-WAY AT STATION 611+42.57 "O" LINE OF U.S. HIGHWAY 95, AND THE **POINT OF TERMINUS** OF THIS DESCRIPTION, FROM WHICH A FOUND 2-1/2" GLO BRASS CAP DATED 1938 FOR SECTION 15, SECTION 16, SECTION 21, AND SECTION 22, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., BEARS SOUTH 73°49'29" WEST 1,472.73 FEET.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED TO TERMINATE AT THE EASTERLY LINE OF THE SILVER PEAK SUBSTATION SITE AND AT THE NORTHWESTERLY LINE OF THE 400-FOOT-WIDE RIGHT-OF-WAY OF U.S. HIGHWAY 95.

CONTAINING 11.87 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, AND COURSES ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION ACT OF THE STATE OF NEVADA.

PREPARED BY ME OR UNDER MY DIRECTIONS:

  
RICHARD A. ARIOTTI, P.L.S. No. 7953      5-9-24      DATE

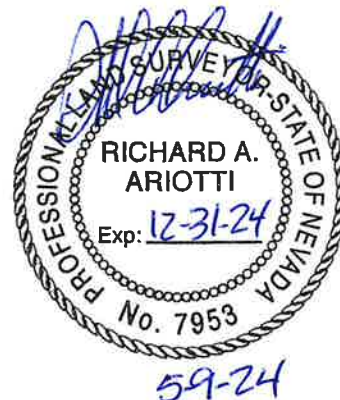
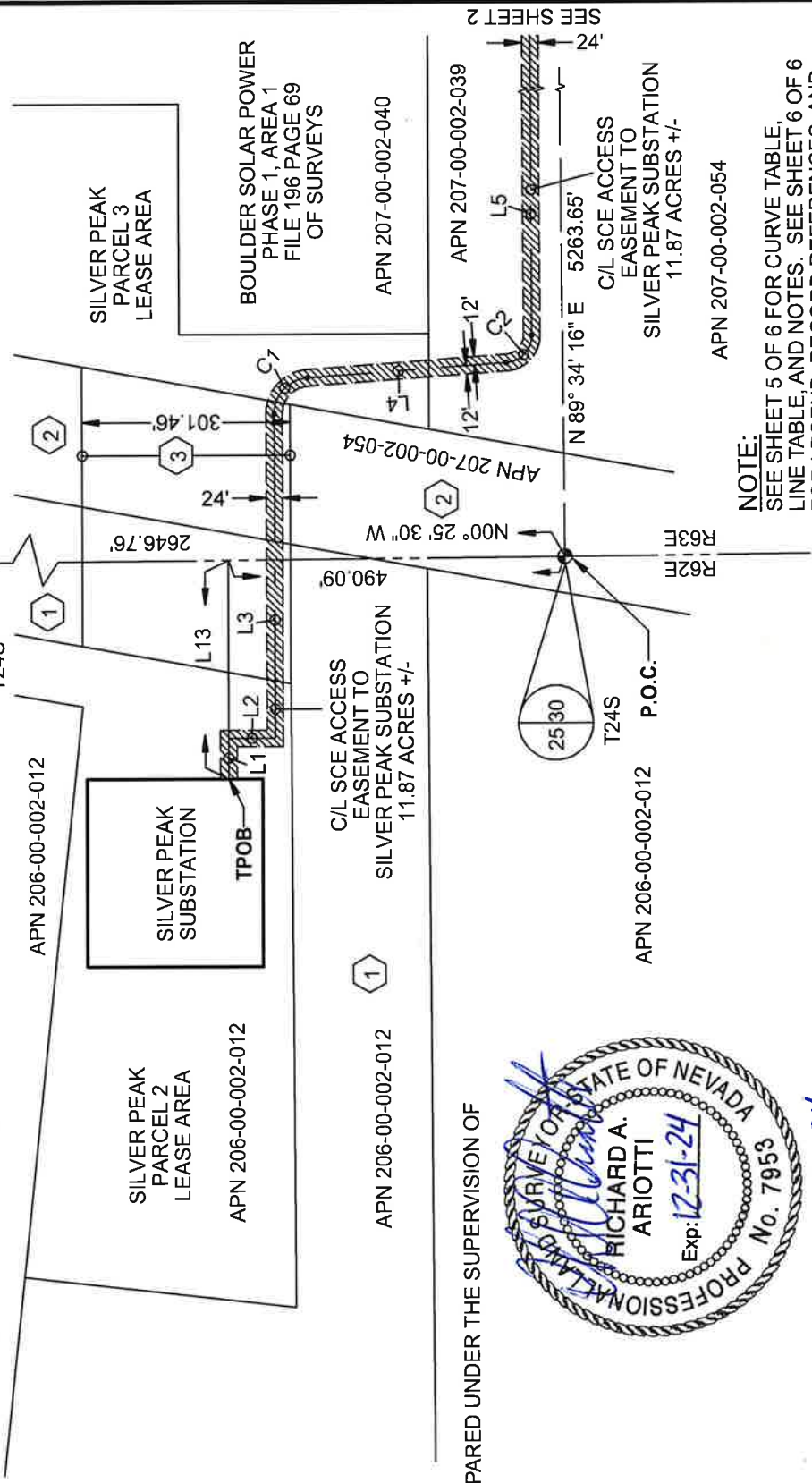


EXHIBIT C  
Depiction of Easement Area



PORTIONS OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., AND SECTION 15, SECTION 21, SECTION 28, SECTION 29, AND SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA



PREPARED UNDER THE SUPERVISION OF

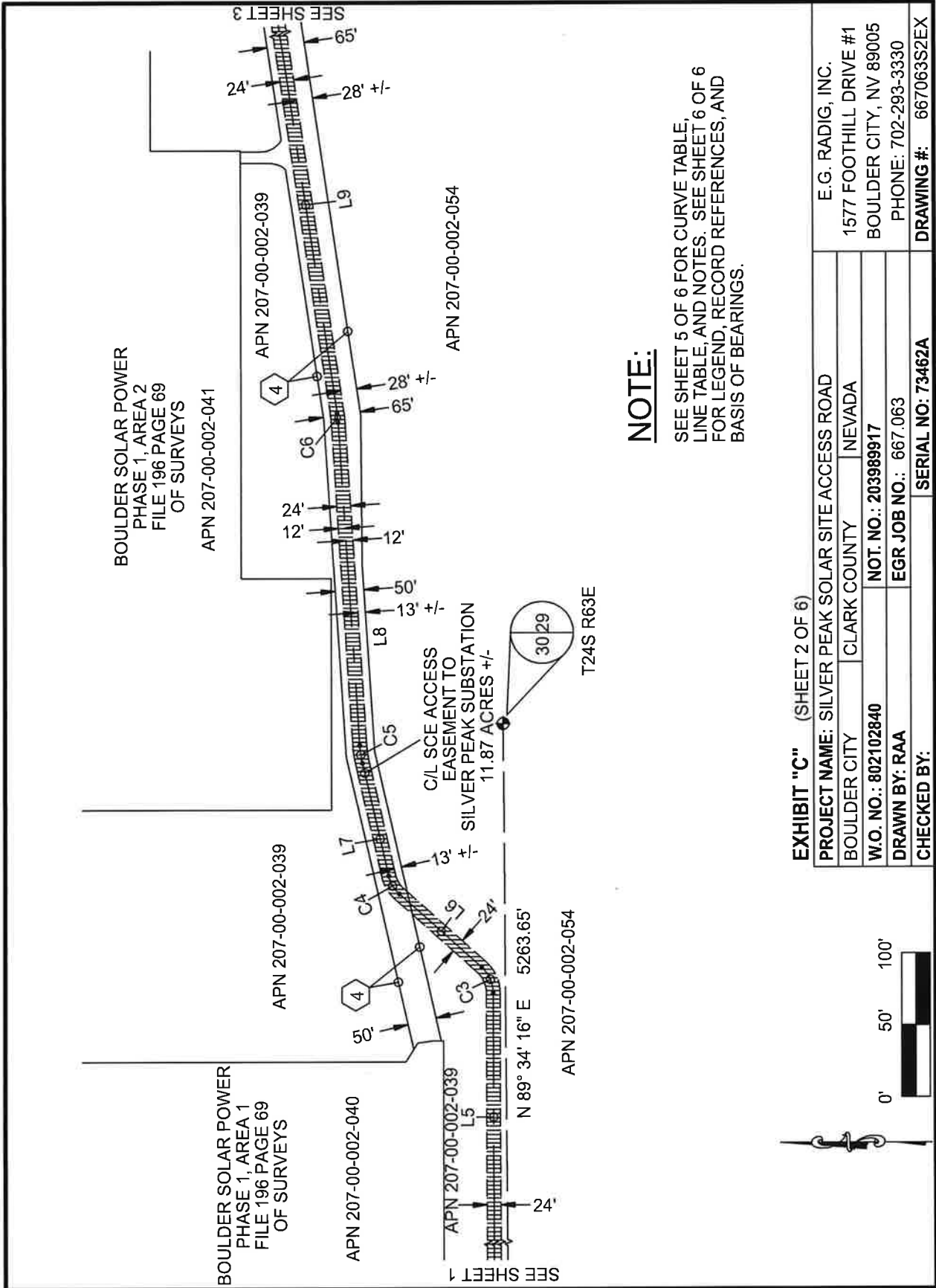


5-9-24

NOTE:  
SEE SHEET 5 OF 6 FOR CURVE TABLE,  
LINE TABLE, AND NOTES. SEE SHEET 6 OF 6  
FOR LEGEND, RECORD REFERENCES, AND  
BASIS OF BEARINGS.

EXHIBIT "C" (SHEET 1 OF 6)

PROJECT NAME: SILVER PEAK SOLAR SITE ACCESS ROAD		E.G. RADIG, INC.	
BOULDER CITY	CLARK COUNTY	1577 FOOTHILL DRIVE #1	
W.O. NO.: 802102840	NOT. NO.: 203989917	BOULDER CITY, NV 89005	
DRAWN BY: RAA	EGR JOB NO.: 667.063	PHONE: 702-293-3330	
CHECKED BY:	SERIAL NO: 73462A	DRAWING #: 667063S1EX	



**NOTE:**

SEE SHEET 5 OF 6 FOR CURVE TABLE, LINE TABLE, AND NOTES. SEE SHEET 6 OF 6 FOR LEGEND, RECORD REFERENCES, AND BASIS OF BEARINGS.

**EXHIBIT "C" (SHEET 2 OF 6)**

PROJECT NAME: SILVER PEAK SOLAR SITE ACCESS ROAD		E.G. RADIG, INC.	
BOULDER CITY	CLARK COUNTY	1577 FOOTHILL DRIVE #1	
W.O. NO.: 802102840		BOULDER CITY, NV 89005	
DRAWN BY: RAA		PHONE: 702-293-3330	
CHECKED BY:		SERIAL NO: 73462A	DRAWING #: 667063S2EX



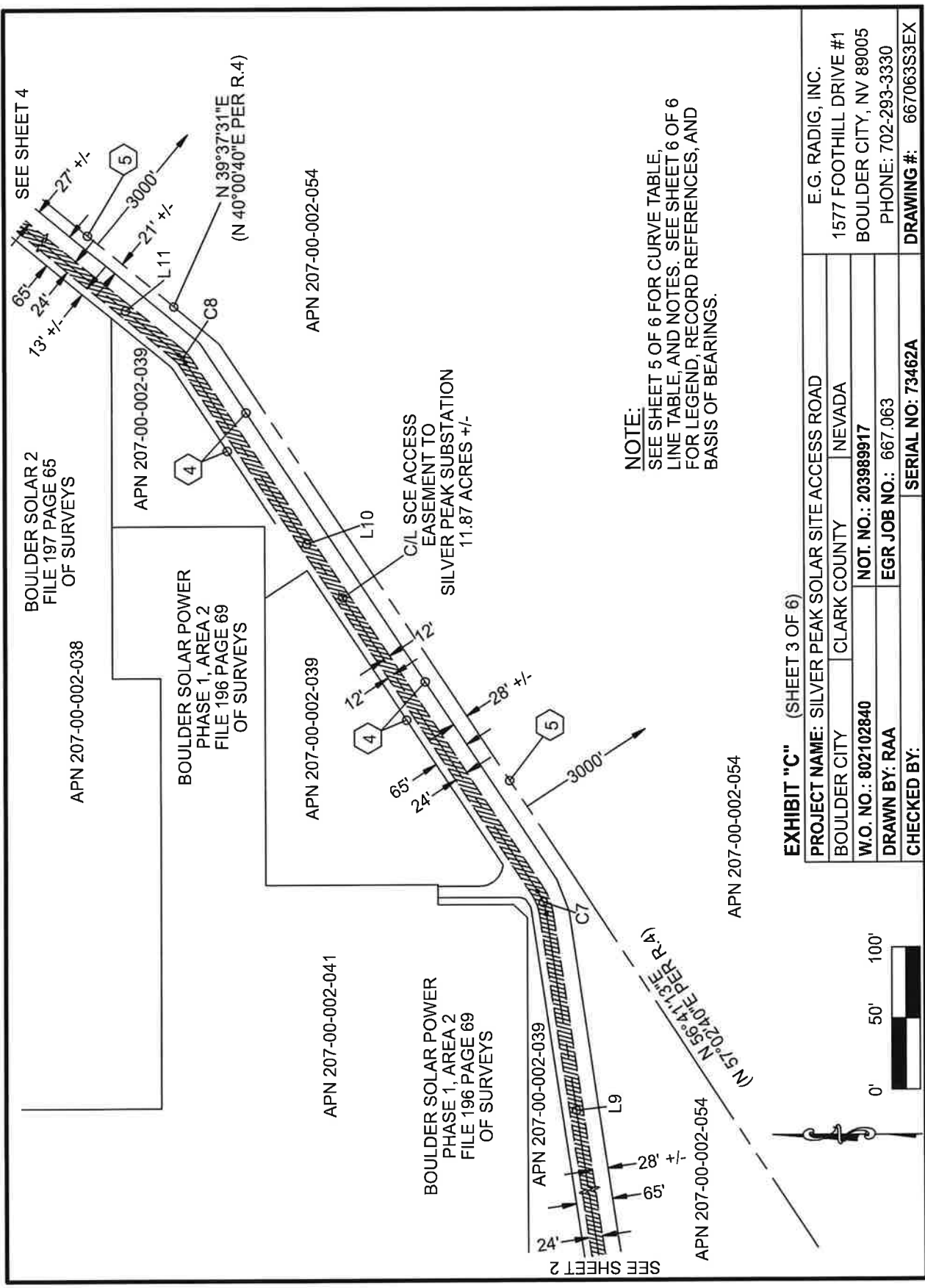
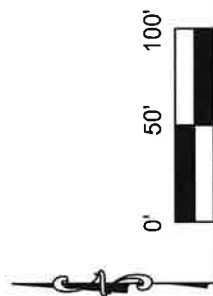


EXHIBIT "C" (SHEET 3 OF 6)

PROJECT NAME: SILVER PEAK SOLAR SITE ACCESS ROAD		E.G. RADIG, INC.	
BOULDER CITY	CLARK COUNTY	NEVADA	1577 FOOTHILL DRIVE #1
W.O. NO.: 802102840	NOT. NO.: 203989917		
DRAWN BY: RAA	EGR JOB NO.: 667.063		
CHECKED BY:	SERIAL NO: 73462A		
		DRAWING #: 667063S3EX	



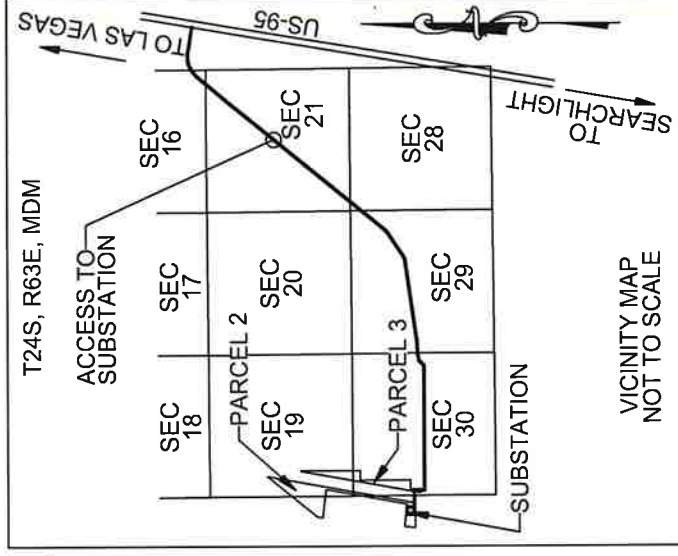
NOTE #	DESCRIPTION
1	200-FOOT-WIDE TECHRAN SOLAR TRANSMISSION LINE EASEMENT
2	200-FOOT-WIDE BLM EASEMENT NVN-002795 SO. CAL. EDISON
3	SILVER PEAK PARCEL 6
4	BOULDER SOLAR ACCESS EASEMENT WIDTH VARIES
5	3,000' WIDE BLM TRANSMISSION LINE CORRIDOR CENTERED ON LOS ANGELES DEPARTMENT OF WATER & POWER MEAD / VICTORVILLE TRANSMISSION LINE NVCC-018367 - PER ADMINISTRATIVE SURVEY BY METES-AND-BOUNDS OF PORTIONS OF THE EXTERIOR LINES OF CERTAIN RIGHT-OF-WAY CORRIDORS FOR TRANSPORTATION AND PUBLIC UTILITIES AS DESIGNATED IN EXHIBIT "A" OF PATENT NO. 27-95-022 / BLM SERIAL NO. NEV-48100 ELDORADO VALLEY, NEVADA
6	NORTHWESTERLY LINE 400-FOOT-WIDE RIGHT-OF-WAY FOR U.S. HIGHWAY 95

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC
1	85°53'13"	52.00	77.95
2	86°00'16"	40.00	60.04
3	48°16'31"	60.00	50.55
4	35°32'12"	60.00	37.21
5	9°08'31"	200.00	31.91
6	4°47'02"	200.00	16.70
7	24°48'49"	100.00	43.31
8	17°08'55"	60.00	17.96
9	60°05'46"	975.00	1022.65

LINE TABLE

LINE	BEARING	DISTANCE
1	N 90° 00' 00" E	90.00'
2	S 0° 00' 00" E	67.92'
3	N 89° 59' 51" E	442.20'
4	S 4° 06' 56" E	289.87'
5	N 89° 52' 48" E	4470.49'
6	N 41° 36' 17" E	192.94'
7	N 77° 08' 29" E	202.71'
8	N 86° 17' 00" E	568.68'
9	N 81° 29' 58" E	2923.01'
10	N 56° 41' 09" E	1126.80'
11	N 39° 32' 14" E	8879.59'
12	S 80° 22' 00" E	926.63'
13	N 90° 00' 00" W	319.39'



NOTE:

SEE SHEET 6 OF 6 FOR LEGEND, RECORD REFERENCES, AND BASIS OF BEARINGS.

EXHIBIT "C" (SHEET 5 OF 6)

PROJECT NAME: SILVER PEAK SOLAR SITE ACCESS ROAD		E.G. RADIG, INC.	
BOULDER CITY	CLARK COUNTY	1577 FOOTHILL DRIVE #1	
W.O. NO.: 802102840		BOULDER CITY, NV 89005	
DRAWN BY: RAA		PHONE: 702-293-3330	
CHECKED BY:		DRAWING #: 667063S5EX	
		SERIAL NO: 73462A	

LEGEND

- FOUND US GLO 2-1/2" BRASS CAP DATED 1938
- POINT OF COMMENCEMENT
- TRUE POINT OF BEGINNING
- POINT OF TERMINUS
- ASSESSOR'S PARCEL NUMBER
- SOUTHERN CALIFORNIA EDISON
- BUREAU OF LAND MANAGEMENT
- CENTERLINE
- NOTES SEE SHEET 5 OF 6
- CENTERLINE OF 24-FOOT-WIDE EASEMENT
- SIDE LINE OF EASEMENT
- SECTION LINE
- INTERIOR SECTION LINE
- BLM UTILITY CORRIDOR LINE
- TIE LINE

AREA CALCULATION

TOTAL LENGTH C/L = 21,539.12 FEET x 24' WIDE =  
516,938.88 S.F. = 11.87 ACRES +/-

REFERENCES

- FILE 196 PAGE 28 OF SURVEYS
- FILE 196 PAGE 69 OF SURVEYS
- FILE 197 PAGE 65 OF SURVEYS
- BLM ADMINISTRATIVE SURVEY - 9/16/2013

BASIS OF BEARINGS

NORTH 0° 25' 30" WEST BEING THE WEST LINE OF THE NORTHWEST QUARTER (1/4) OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., CITY OF BOULDER CITY, CLARK COUNTY, NEVADA; PER FILE 196, PAGE 28 OF SURVEYS.

EXHIBIT "C" (SHEET 6 OF 6)

PROJECT NAME: SILVER PEAK SOLAR SITE ACCESS ROAD		E.G. RADIG, INC.	
BOULDER CITY	CLARK COUNTY	NEVADA	1577 FOOTHILL DRIVE #1
W.O. NO.: 802102840	NOT. NO.: 203989917		BOULDER CITY, NV 89005
DRAWN BY: RAA	EGR JOB NO.: 667.063		PHONE: 702-293-3330
CHECKED BY:	SERIAL NO: 73462A		DRAWING #: 667063S6EX

EXHIBIT D  
Legal Description of Substation

**EXHIBIT "D"**  
**LEGAL DESCRIPTION**  
**SERIAL NO. 73462A**  
**APN 206-00-002-012**

**SILVER PEAK SUBSTATION**

PORTION OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE QUARTER (1/4) CORNER OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., AND SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., A FOUND U.S. GLO 2-1/2 INCH BRASS CAP, DATED 1938, AS SHOWN IN FILE 196, PAGE 28, OF SURVEYS, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 00°25'30" WEST 399.30 FEET ALONG THE COMMON LINE BETWEEN SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M., AND SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M.;

THENCE NORTH 90°00'00" WEST 180.75 FEET TO THE SOUTHEAST CORNER OF THE SILVER PEAK PARCEL 2 LEASE AREA;

THENCE SOUTH 89°41'22" WEST 139.31 FEET ALONG THE SOUTH LINE OF SAID SILVER PEAK PARCEL 2 LEASE AREA;

THENCE NORTH 0°00'00" EAST 42.50 FEET TO THE SOUTHEAST CORNER OF THE SILVER PEAK SUBSTATION AREA, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 90°00'00" WEST 274.00 FEET ALONG THE SOUTH LINE OF SAID SILVER PEAK SUBSTATION AREA;

THENCE NORTH 0°00'00" EAST 254.00 FEET ALONG THE WEST LINE OF SAID SILVER PEAK SUBSTATION AREA;

THENCE NORTH 90°00'00" EAST 274.00 FEET ALONG THE NORTH LINE OF SAID SILVER PEAK SUBSTATION AREA;



SERIAL NO. 73462A

THENCE SOUTH 0°00'00" EAST 254.00 FEET ALONG THE EAST LINE OF SAID SILVER PEAK SUBSTATION AREA, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 69,596 SQUARE FEET OR 1.60 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, AND COURSES ARE AS SHOWN ON EXHIBIT "D" ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION ACT OF THE STATE OF NEVADA.

PREPARED BY ME OR UNDER MY DIRECTIONS:

  
RICHARD A. ARIOTTI, P.L.S. No. 7953      5-9-24  
DATE

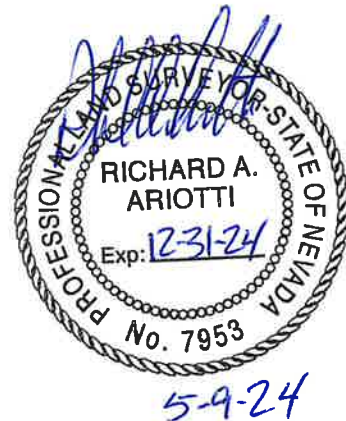
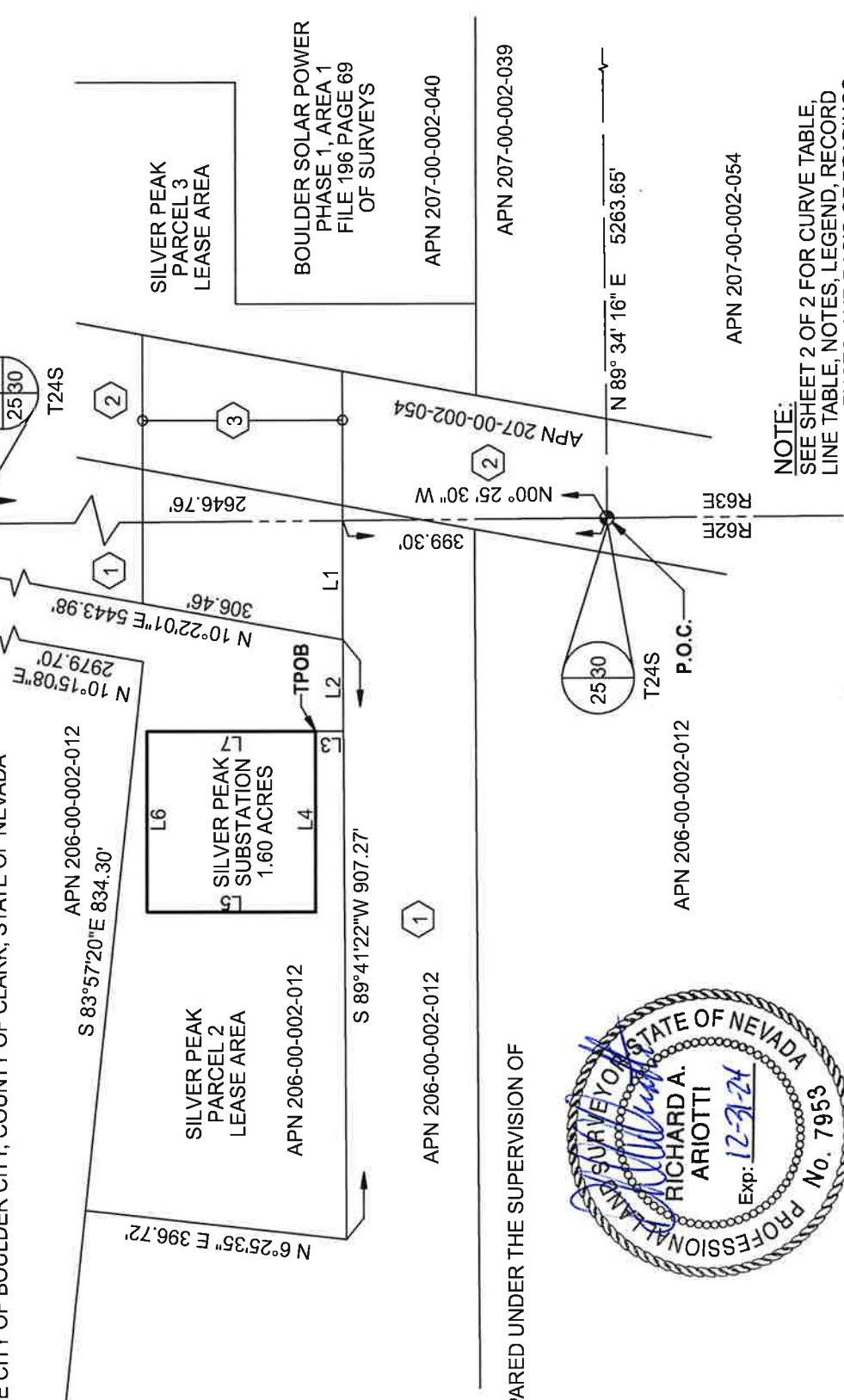


EXHIBIT E  
Depiction of Substation

PORTION OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M.,  
IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA



PREPARED UNDER THE SUPERVISION OF



5-9-24

0' 50' 100'



NOTE:  
SEE SHEET 2 OF 2 FOR CURVE TABLE,  
LINE TABLE, NOTES, LEGEND, RECORD  
REFERENCES, AND BASIS OF BEARINGS.

EXHIBIT "E" (SHEET 1 OF 2)

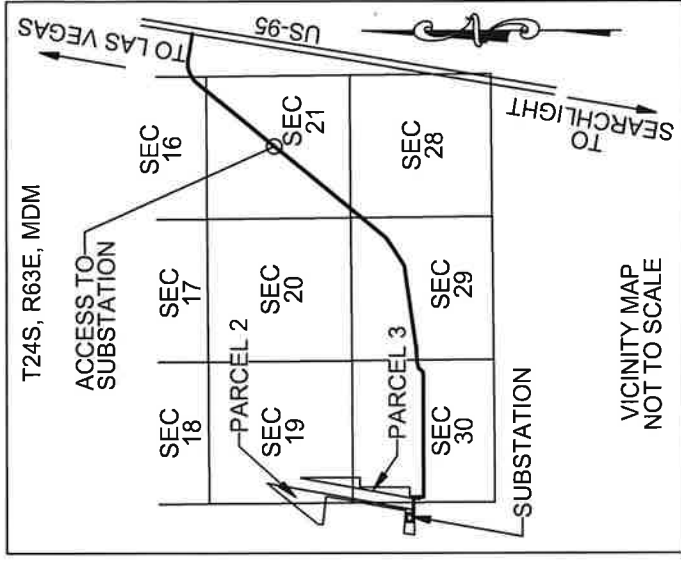
PROJECT NAME: SILVER PEAK SOLAR SUBSTATION AREA		E.G. RADIG, INC.	
BOULDER CITY	CLARK COUNTY	NEVADA	1577 FOOTHILL DRIVE #1
W.O. NO.: 802102840	NOT. NO.: 203989917		BOULDER CITY, NV 89005
DRAWN BY: RAA	EGR JOB NO.: 667.063		PHONE: 702-293-3330
CHECKED BY:	SERIAL NO: 73462A		DRAWING #667063SS EXD1

NOTE #	DESCRIPTION
1	200-FOOT-WIDE TECHRAN SOLAR TRANSMISSION LINE EASEMENT
2	200-FOOT-WIDE BLM EASEMENT NVN-002795 SO. CAL. EDISON
3	SILVER PEAK PARCEL 6

## LEGEND

- FOUND US GLO 2-1/2" BRASS CAP DATED 1938  
 POINT OF COMMENCEMENT  
 TRUE POINT OF BEGINNING  
 ASSESSOR'S PARCEL NUMBER  
 SOUTHERN CALIFORNIA EDISON  
 BUREAU OF LAND MANAGEMENT  
 BLM

- SECTION LINE  
 INTERIOR SECTION LINE  
 TIE LINE



## LINE TABLE

LINE	BEARING	DISTANCE
1	N 90° 00' 00" W	180.75'
2	S 89° 41' 22" W	139.31'
3	N 0° 00' 00" E	42.50'
4	N 90° 00' 00" W	274.00'
5	N 0° 00' 00" E	254.00'
6	N 90° 00' 00" E	274.00'
7	S 0° 00' 00" E	254.00'

## BASIS OF BEARINGS

NORTH 0° 25' 30" WEST BEING THE WEST LINE OF THE NORTHWEST QUARTER (1/4) OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., CITY OF BOULDER CITY, CLARK COUNTY, NEVADA, PER FILE 196, PAGE 28 OF SURVEYS.

## REFERENCES

- FILE 196 PAGE 28 OF SURVEYS  
 FILE 196 PAGE 69 OF SURVEYS  
 FILE 197 PAGE 65 OF SURVEYS  
 BLM ADMINISTRATIVE SURVEY  
 9/16/2013

## EXHIBIT "E" (SHEET 2 OF 2)

PROJECT NAME: SILVER PEAK SOLAR SUBSTATION AREA		E.G. RADIG, INC.	
BOULDER CITY	CLARK COUNTY	NEVADA	1577 FOOTHILL DRIVE #1
W.O. NO.: 802102840	NOT. NO.: 203989917	BOULDER CITY, NV 89005	
DRAWN BY: RAA	EGR JOB NO.: 667.063	PHONE: 702-293-3330	
CHECKED BY:	SERIAL NO: 73462A	DRAWING #: 667063SS EXD2	