

OFFICIAL RECORD
Requested By:
SIERRA PACIFIC POWER CO

A.P.N. 1220-04-501-018
W.O. #06-34918-17

After Recordation Return To:
✓ SIERRA PACIFIC POWER COMPANY
Land Operations - S4B20
P.O. Box 10100

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0507 PG- 7431 RPTT: 0.00



**GRANT OF EASEMENT
FOR
UNDERGROUND ELECTRIC DISTRIBUTION AND COMMUNICATION**

THIS GRANT OF EASEMENT, made and entered into this 2nd day of May, 2007, by and between **BENCOR/WATERLOO L.P.**, a Nevada Limited Partnership (hereinafter referred to as "Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, assigns and agents, permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct, add to and operate one or more underground communication facilities and electric distribution facilities, consisting of one or more circuits, together with wires, cables, fibers, conduits, pull boxes, vaults, fixtures, surface-mounted transformers, switchgear, and other appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, upon, under, and through the following described property situate in the County of ~~WASHINGTON~~ **DOUGLAS**, State of NEVADA, to-wit:

SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART
HEREOF.

**This document replaces document number 0697268 recorded on March 19,
2007 in Douglas County.**

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.
2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

Bencor/Waterloo L.P.
By Bencor Development, LLC
Its General Partner

By: _____

Signature

Printed Name: Benjamin T. Horton

Date: _____

Its: _____

Name

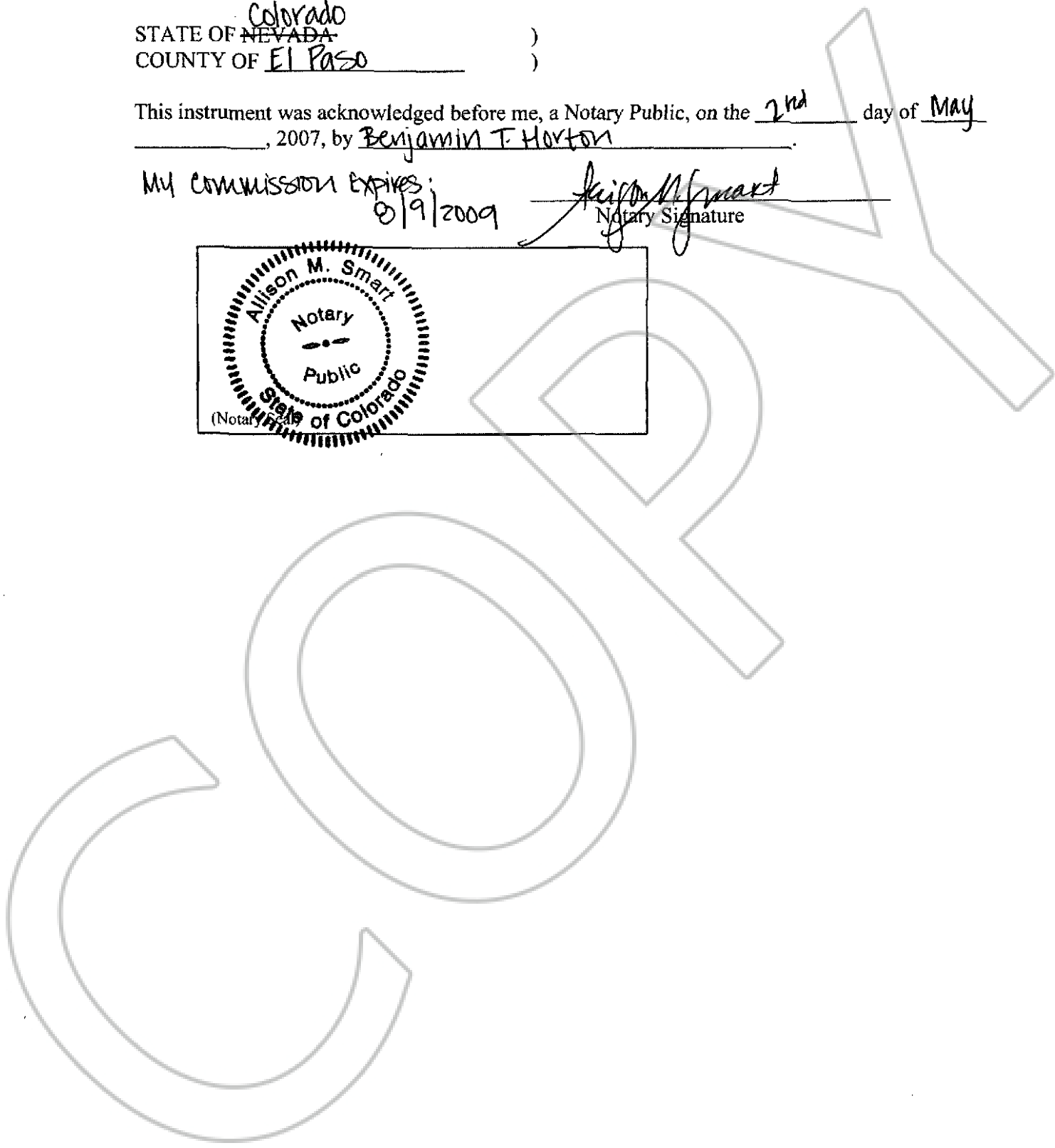
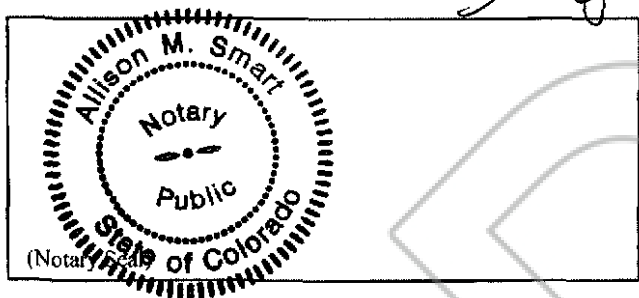
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STATE OF ~~NEVADA~~ ^{Colorado})
COUNTY OF El Paso)

This instrument was acknowledged before me, a Notary Public, on the 2nd day of May, 2007, by BENJAMIN T. HORTON.

MY COMMISSION EXPIRES: 01/19/2009

Allison M. Smart
Notary Signature



Name

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EXHIBIT A

That portion of Section 4, Township 12 North, Range 20 East, M.D.M., situate within Douglas County, Nevada, described as follows:

Commencing at the most Southerly corner of Parcel A as shown on Record of Survey showing a Boundary Line Adjustment, Document No. 663320, recorded December 13, 2005, Official Records, Douglas County;

Thence N 50°00'45" W along the Southwesterly parcel line of said Parcel A, a distance of 2.00 feet to the point of beginning;

Thence along the centerline of a 10.00' wide strip of land the following four courses:

N 45°39'43" E, a distance of 17.12 feet;

N 50°00'45" W, a distance of 287.10 feet;

N 39°26'27" E, a distance of 131.44 feet;

N 50°18'53" W, a distance of 18.91 feet to the point of ending, said point also being on the Northerly line of said Parcel A.

The ends of said strip of land to be lengthened or shortened to terminate on the lines of said Parcel A.

Basis of bearings of this description is Nevada State Plane Coordinate System, West Zone.

Dan Asikainen, P.L.S. #3318
Jeff Codega Planning/Design
433 W. Plumb Lane
Reno, NV 89509



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WALGREEN'S

BENCOR/WATERLOO

SCALE: 1"=100'

US HIGHWAY 395

WATERLOO LANE

POINT OF ENDING
10' WIDE ELEC. ESMT

N50°18'53"W
18.91'

PARCEL A

10' WIDE
ELECTRIC
EASEMENT

N50°00'45"W 287.10'

N39°26'27"E
131.44'

N45°39'43"E
17.12'

N50°00'45"W
2.00'

POINT OF BEGINNING
10' WIDE ELEC. ESMT

PARCEL B

GARDNERVILLE, NV
EXHIBIT "B"



JEFF CODEGA
PLANNING/DESIGN, INC.

engineers/landscape architects
planners/land surveyors
construction services
433 West Plumb Lane
Carls, Nevada 89509
875.325.5100
FAX 875.325.5591

Date: 2-9-2007
Job #: 2535-12
Comp: EXHIBIT-B
SHEET 1 OF 1



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PG- 7435
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