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APN# 1219-14-001-013

DOC # **0710768**
10/08/2007 09:28 AM Deputy: GB

OFFICIAL RECORD
Requested By:

SIERRA PACIFIC POWER CO

Recording Requested by:
Name: Sierra Pacific Power Co.
Address: PO Box 10100
City/State/Zip: Reno, NV 89520

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 7 Fee: 20.00
BK-1007 PG-2207 RPTT: 0.00



Mail Tax Statements to:
Name: _____
Address: _____
City/State/Zip: _____

Please complete Affirmation Statement below:

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____

(State specific law)

Debra Cunningham Land Operations Clerk
Signature (Print name under signature) Title

Debra Cunningham
Grant of Easement for Underground Utility Facilities
(Insert Title of Document Above)

Only use the following section if one item applies to your document

This document is being re-recorded to _____

-OR-

This document is being recorded to correct document # _____, and is correcting

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from _____ (Document Title), Book _____
Page _____ Document # _____ recorded _____ (date) in the
Lyon County Recorders Office.

-OR-

If Surveyor, please provide name and address:

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

A.P.N. 1219-14-001-013
W.O. #07-37439

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Land Operations – S4B20
P.O. Box 10100
Reno, Nevada 89520

**GRANT OF EASEMENT
FOR UNDERGROUND
UTILITY FACILITIES**

THIS GRANT OF EASEMENT, made and entered into this 17 day of SEPTEMBER, 2007, by and between **J.W. BENTLEY AND MARYANN BENTLEY, Trustees of the BENTLEY FAMILY TRUST 1995 TRUST** (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, a 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, and gas distribution facilities, consisting of one or more circuits, together with wires, cables, fibers underground foundations, conduits, pull boxes, vaults, surface-mounted transformers, switchgear, pipes, valve boxes, meters, fixtures, and other appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, over, under, and through the following described property situate in the County of **DOUGLAS**, State of **NEVADA**, to-wit:

SEE ATTACHED EXHIBIT "A" AND "B"

Said Utility Facilities are to be installed at locations mutually agreed upon by Owner of Record at time of installation and Utility Company.

With respect to all underground utility facilities as described herein, after installation of said *underground utility facilities*, said easement and right-of-way as herein granted will be deemed to be a strip of land ten (10) feet in width, being five (5) feet on each side of the centerline of said underground utility facilities as installed on the above-described premises.



With respect to all surface mounted transformers and/or switchboxes as described herein, after installation of said transformers and/or switchboxes, said easement and right-of-way as herein granted will be deemed to encompass an area around said transformers and/or switchboxes of three (3) feet extending in all directions from the perimeter of said transformers and/or switchboxes as installed on the above-described premises.

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.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee 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

By: _____

Signature

Printed Name: _____

Date: _____

GRANTOR

By: _____

Signature

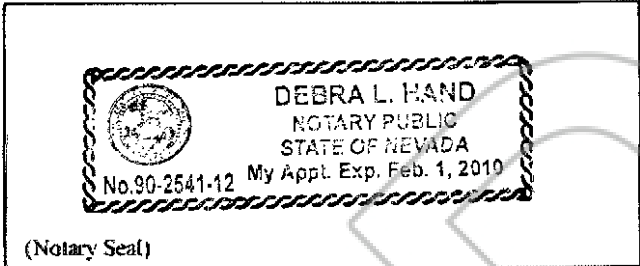
Printed Name: _____

Date: _____

STATE OF NEVADA)
COUNTY OF CARSON CITY)

This instrument was acknowledged before me, a Notary Public, on the 17th day of SEPTEMBER, 2007, by JAMES W. BENTLEY.

Debra Hand
Notary Signature



STATE OF NEVADA)
COUNTY OF CARSON CITY)

This instrument was acknowledged before me, a Notary Public, on the 17th day of SEPTEMBER, 2007, by MARY ANN BENTLEY.

Debra Hand
Notary Signature

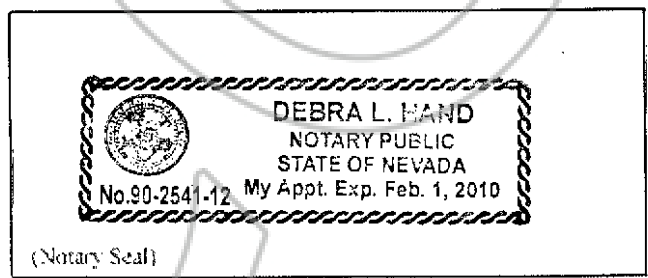


EXHIBIT "A"

All that certain lot, piece, parcel or portion of land situate, lying and being within the West ½ of Section 14, Township 12 North, Range 19 East, M.D.M., Douglas County, Nevada, more particularly described as follows:

All that portion of Parcels 1, 2 and 3, as shown on the Parcel Map filed for record in Book 687, at Page 3496, as Document No. 157268, Official Records of Douglas County, Nevada, described as follows:

COMMENCING at the Southwest corner of Parcel 3, as shown on the aforesaid map;
Thence along the Southwesterly line of Parcels 2 and 3 of said map, North 24°47'53" West, a distance of 335.33 feet to the Southwest corner of aforesaid Parcel 1, which point is the TRUE POINT OF BEGINNING;
Thence continuing along the Southwesterly line of said parcel North 25°53'28" West, a distance of 495.70 feet to the Northwestern corner of said parcel;
Thence along the Northwestern line of said parcel North 64°05'08" East, a distance of 1,120.70 feet to the Northeastly corner of said parcel;
Thence along the Northeastly line of said Parcels 1 and 3 South 25°05'38" East, a distance of 519.63 feet;
Thence leaving said line South 78°28'21" West, a distance of 424.88 feet;
Thence South 00°00'00" West, a distance of 167.20 feet;
Thence South 70°19'13" West, a distance of 632.57 feet to the TRUE POINT OF BEGINNING.

The Basis of Bearing of this description is the Southeasterly line of Parcel 3, which bears North 70°37'51" East, as shown on the Parcel Map filed for record in Book 687, at Page 3496, as Document No. 157268, Official Records of Douglas County, Nevada.

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Per NRS 111.312, this legal description was previously recorded January 4, 1996, in Book 196, Page 793, as Document No. 378281, Official Records.

WATER RIGHTS

Being old assessor's parcel number 19-200-09 specifically described as 12.96 acres of land T 12N R19E 514 PCL1. Along with property goes the following water rights.

9 acres in the SW 1/4 of NW 1/4 of Sec. 14, T. 12, R 19E
2 acres in the SW 1/4 of NW 1/4 of Sec. 14, T. 12, R. 19E
as shown on the attached map and filed for under proof of Vested Right #04594.



EXHIBIT B

