

18-

APN# 1418-34-110-055 7056

DOC # **0710770**  
10/08/2007 09:33 AM Deputy: GB

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

**OFFICIAL RECORD**  
Requested By:  
SIERRA PACIFIC POWER CO

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 5 Fee: 18.00  
BK-1007 PG- 2218 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)

Kim Zylstra  
Signature (Print name under signature)  
Kim Zylstra

Coordinator  
Title

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. 1418-34-110-055 & 056  
W.O. #07-00730

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 6 day of Sept, 2007, by and between **MMRE ENTERPRISES, LLC, A Nevada Limited Liability Company** (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:

LOT 8 AND 9, IN BLOCK B, AS SET FORTH ON MAP OF LINCOLN PARK, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 7, 1921, AS DOCUMENT NO. 305, DOUGLAS COUNTY NEVADA RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE STATE OF NEVADA BY THAT CERTAIN DEED RECORDED OCTOBER 2, 2002 IN BOOK 1002, PAGE 548, AS INSTRUMENT NO. 553589 OF OFFICIAL RECORDS.

**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: \_\_\_\_\_

*[Handwritten Signature]*  
STEVE DALBY *MMRE Enterprises, Inc.*

Date: \_\_\_\_\_

*9/6/07*

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

*Managing Member*

**GRANTOR**

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

Signature

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

Date: \_\_\_\_\_

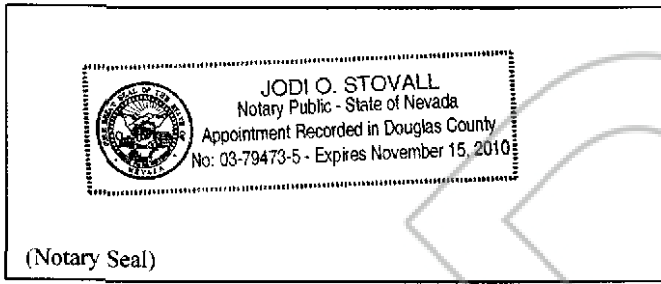
Its: \_\_\_\_\_



STATE OF NEVADA )  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me, a Notary Public, on the 6<sup>th</sup> day of September, 2007, by Steve DALBY.

Jodi O. Stovall  
Notary Signature



STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, a Notary Public, on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

