

OFFICIAL RECORD

Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: OCTOBER 10, 2008

Recording Requested By:

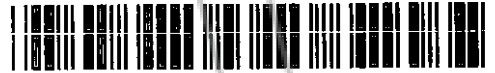
Name: JEFF FOLTZ, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 9 Fee: 0.00
BK-1008 PG- 1872 RPTT: 0.00



GRANT OF EASEMENT #2008.220

(Title of Document)

FILED

NO. 2008-220

2008 OCT 10 AM 9:32

Proj # LF1433HLF1 rrp

After Recordation Return To:
NV ENERGY
Land Operations -- S4B20
PO Box 10100
Reno, NV 89520

TED THRAN
CLERK
[Signature]
CLERK

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

THIS GRANT OF EASEMENT, made and entered into this 2nd day of OCT, 2008, by and between Douglas County, a political subdivision of the State of Nevada (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY doing business as NV ENERGY, 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 easements to construct, erect, alter, maintain, inspect, repair, reconstruct, add to and operate one or more overhead and underground electric distribution and communications facilities, and consisting of one or more circuits, together with wires, cables, fibers, poles, towers, necessary guys and anchors, supporting structures, insulators and cross-arms, underground foundations, fixtures, and other appurtenances connected therewith (hereinafter called "Utility Facilities"), across, over, upon, under, and through the following described property situate in the County of Douglas, State of NEVADA, to-wit:

SEE EXHIBITS A & B ATTACHED.

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing, adding to and operating said Utility Facilities.

2. 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.

3. 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, adding to and operating of said Utility Facilities.

4. 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, adding to and operating of said Utility Facilities.

5. Grantee acknowledges that the Grantor may, at some future date, construct or allow to be constructed, roadway, railroad, bicycle, pedestrian, water, sewer and/or transit improvements through Easement B to the west of the new Grantee parcel. The Grantor and Grantee will determine a mutually agreed depth and location in Easement B in an effort to avoid any future conflict at a time prior to the installation of the electric facilities.

6. Grantee acknowledges that Grantor may expand the current roadway known as Heybourne Rd. (such expansion may include railroad, bicycle, pedestrian, water or sewer improvements thereon) at an unknown time in the future. Grantor acknowledges that Grantee may rebuild Grantee's 60kV overhead electric transmission line (known as the #635 Line) currently running in an easement across and through Grantor's property as well as adding a 120kV overhead electric transmission line in a co-build (constituting a double-circuit). Grantor and Grantee do not currently know if and when their respective projects may take place. Should Grantee add said 120kV overhead electric transmission line, Grantee will be responsible for all necessary relocation costs. However, Grantor will grant to Grantee, without cost, a new easement for said #635 Line relocation at a mutually agreeable location.

Grantor and Grantee also agree that should Grantor choose to expand Heybourne Rd., such that the relocation of Grantee's #635 Line is necessary, that Grantee will relocate said line i) with all relocation costs borne by Grantor, if said relocation is required prior to January 1, 2019, or ii) with relocation costs for demolition and reconstruction borne by Grantee if relocation is required on or after January 1, 2019. In either case, Grantor is responsible for providing, at no cost to Grantee, a new and complete easement sufficient in scope and width to accommodate Grantee's #635 Line and 120kV addition across Grantor's property and the necessary and reasonable clearances as dictated by Grantee's standards existing at the time of relocation. Said relocation requirements will only apply to that portion of Grantee's current #635 Line that runs south from Grantee's electric substation known as the Heybourne Substation across Grantor's property. Relocation of Grantee's line will be restricted to a route that is mutually agreeable to both Grantor and Grantee and provides sufficient and reasonable clearances for Grantor's improvements.

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:

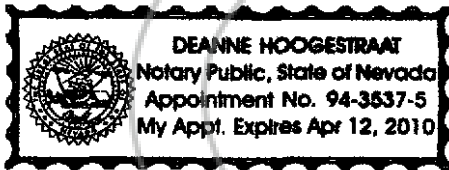
Signature: Kelly D. Kite

Its: Chair

Print: Kelly D. Kite

STATE OF Nevada)
COUNTY OF Douglas)

This instrument was acknowledged before me, a Notary Public, on the 6 day of October, 2008, by Kelly D. Kite, as Chairman of Douglas County Commission



Deanne Hoogestraat
Notary Signature

GRANTEE:

Signature: James Saavedra

Its: Director of Land Services

Print: James R. Saavedra

STATE OF Nevada)
COUNTY OF Clark)

This instrument was acknowledged before me, a Notary Public, on the 22nd day of September, 2008, by James Saavedra, Director of Land Services of NV Energy.

Cathy Mason
Notary Signature





Sierra Pacific™

APN : 1420-29-001-003
OWNER: DOUGLAS COUNTY

08-07-08

**EXHIBIT "A"
LEGAL DESCRIPTION**

Utility Easement "A"

Those portions of Parcels 1 and 2 as shown on Record of Survey 44253 recorded May 6, 1980, as document number 44253, Official Records of Douglas County, Nevada, lying in Sections 20 and 29, T14N, R20E, MDM, described as follows:

The North 40.00 feet of Parcel 2, as shown on said Record of Survey and the North 40.00 feet of the East 548.00 feet of Parcel 1, as shown on said Record of Survey.

Said land containing 74843 square feet more or less.

All as shown on EXHIBIT "B" attached hereto, and by this reference, made a part hereof.

Utility Easement "B"

That portion of Parcel 1 as shown on Record of Survey 44253 recorded May 6, 1980, as document number 44253, Official Records of Douglas County, Nevada, lying in Sections 20 and 29, T14N, R20E, MDM, described as follows:

Commencing at the Northwest corner of Parcel 1 as shown on said Record of Survey, thence along the West line of said Parcel 1, S00°54'14"W, 325.06 feet to the Point of Beginning, thence along the following 4 courses;

1. N89°50'51"E, 355.02 feet;
2. S09°25'16"W, 76.06 feet;
3. S89°50'51"W, 343.76 feet;
4. N00°54'14"E, 75.01 feet, to the **Point of Beginning**.

6100 Neil Road, P.O. Box 10100, Reno, Nevada 89520-0024



BK- 1008
PG- 1876
0731375 Page: 5 Of 9 10/13/2008



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Said land containing 26204 square feet more or less.

Basis of Bearings: West line of said Parcel 1, being S00°54'14"W.

All as shown on EXHIBIT "B" attached hereto, and by this reference, made a part hereof.

PREPARED BY:



William T. Kruger, PLS



100208
Date

EXHIBIT B

RS 74888

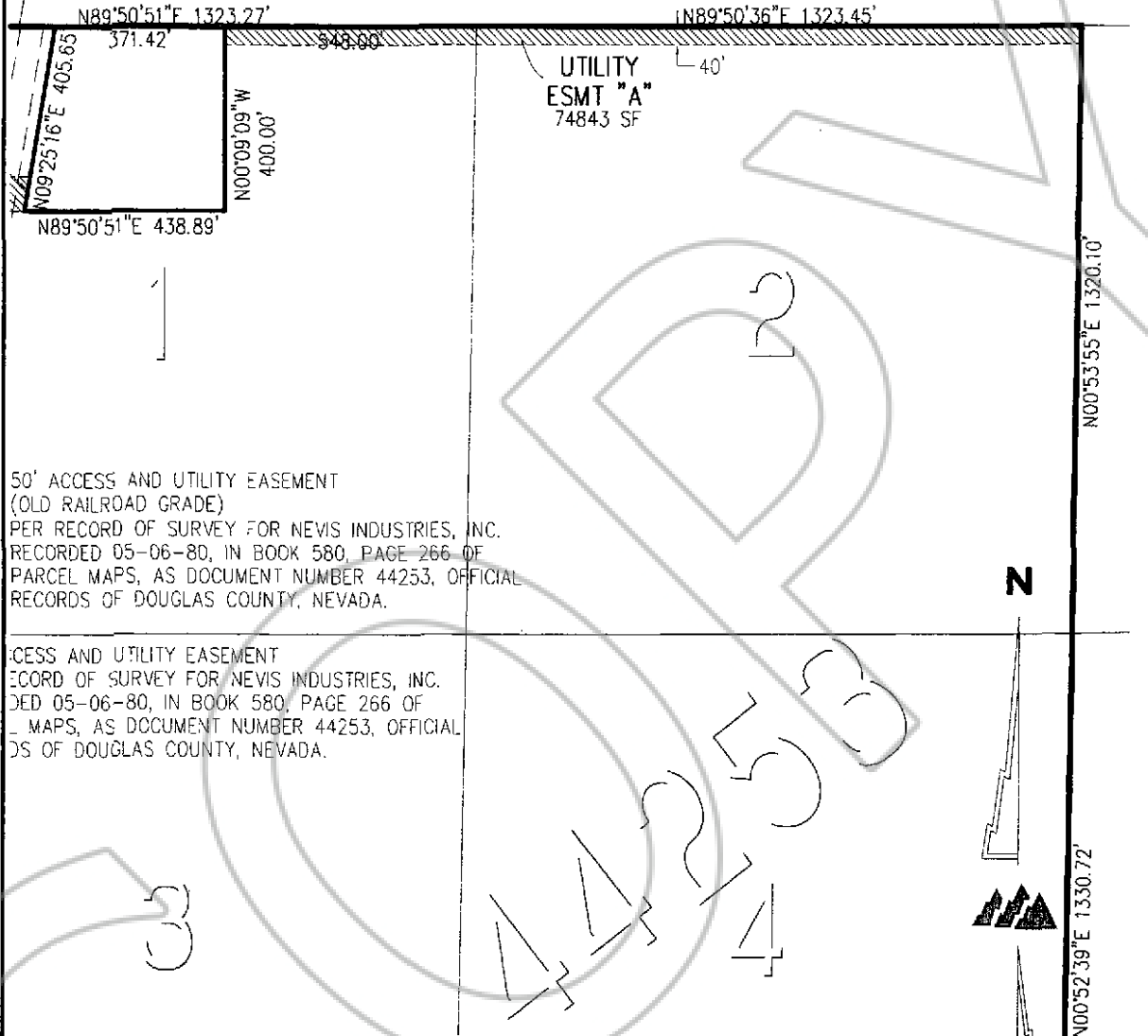


EXHIBIT MAP
DOUGLAS COUNTY
OWNER
APN 1420-29-001-003
SECS 20 & 29, T14N, R20E, MDM
DOUGLAS COUNTY NEVADA


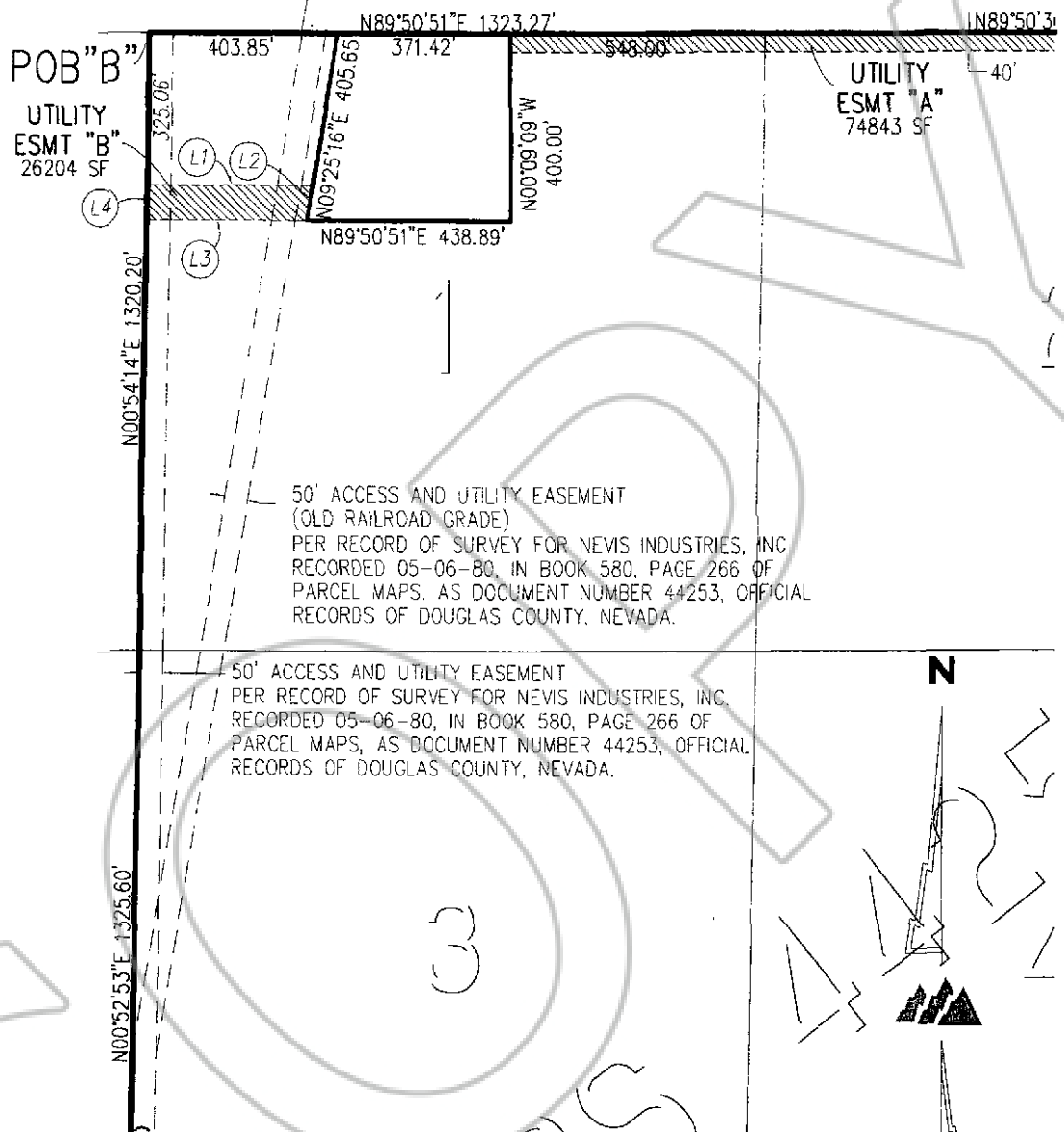

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RENO, NV 89511
775-834-4011
AUGUST 2008
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EXHIBIT B




LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°50'51"E	355.02'
L2	S09°25'16"W	76.06'
L3	S89°50'51"W	343.76'
L4	N00°54'14"E	75.01'



SCALE: 1"=400'

K:\survey\LAND PROJECTS\heybourne sub\dwg\RS.dwg <BK20588> 020c108-07:04

EXHIBIT MAP
DOUGLAS COUNTY
OWNER
APN 1420-29-001-003
SECS 20 & 29, T14N, R20E, MDM
DOUGLAS COUNTY NEVADA


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AUGUST 2008
PAGE 2 OF 2

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Oct 10, 2008

THARA Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Chad M. Culbert Deputy



BK- 1008
PG- 1880