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OFFICIAL RECORD

Requested By:

SIERRA PACIFIC POWER CO

APN# 1420-26-301-020

Recording Requested by:

Name: NVE Energy  
Address: PO Box 10100  
City/State/Zip: Reno, NV 89520

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 of 3 Fee: 16.00  
BK-0409 PG- 24 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

\*\*\*\*\*

\*\*\*\*\*

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

A.P.N.: 1420-26-301-020  
W.O. #: 09-39634

After Recordation Return To:  
NV ENERGY  
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 23<sup>rd</sup> day of March 2009, by and between **DAN C. FITCH AND JACKIE D. FITCH**, husband and wife as joint tenants, (hereinafter referred to as "Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada corporation d/b/a **NV ENERGY**, (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, 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:

The North ½ of the Southwest ¼ of the Northwest ¼ of the Southwest ¼ of Section 26, Township 14 North, Range 20 East, M.D.B.&M.

**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 a perpetual right and easement for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;

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2. Grantee shall have a perpetual right and easement for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
3. Grantee shall have a perpetual right and easement for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages caused by Grantee constructing, operating, adding to, maintaining, and removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

**GRANTOR:**

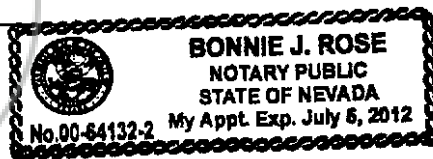
*Dan C. Fitch*  
 Dan C. Fitch

*Jackie D. Fitch*  
 Jackie D. Fitch

STATE OF NEVADA )  
 COUNTY OF CARSON CITY )

This instrument was acknowledged before me on 3/23, 2009, by DANIEL C. FITCH  
 as OWNER of PROPERTY  
 (Title) (Entity name)

*Bonnie J. Rose*  
 Signature of Notarial Officer



STATE OF NEVADA )  
 COUNTY OF CARSON CITY )

This instrument was acknowledged before me on 3/23, 2009, by JACKIE D. FITCH  
 as OWNER of PROPERTY  
 (Title) (Entity name)

*Bonnie J. Rose*  
 Signature of Notarial Officer

