

APN: 1022-15-001-117
W.O. #: 08-39476

✓ WHEN RECORDED MAIL TO:
Land Operations Department
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 2 Fee: 15.00
BK-1009 PG-2377 RPTT: 0.00



GRANT OF EASEMENT

LAWRENCE BRYAN MASINI, Trustee of THE BRYAN MASINI FAMILY TRUST, dated August 18, 1987, ("Grantor") for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("Grantee"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property situate in the County of DOUGLAS, State of NEVADA, located in Township 10 North, Range 22 East, Section 15 M.D.B.&M., more particularly described in Exhibits "A" and "B" attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. 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

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Project Name: Carter Dr.-Topaz Ranch Estates



prior written consent of Grantee (which Grantee will not unreasonably withhold), 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. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. 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:

LB

By: _____
Title: LAWRENCE BRYAN MASINI
(Please print name and title below signature)

By: _____
Title: _____
(Please print name and title below signature)

STATE OF Nevada)
COUNTY OF Wyon)

This instrument was acknowledged before me on October 9, 2009, by Lawrence Bryan Masini trustee.

Amy Rand
Signature of Notary Officer



STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009, by _____ trustee.

Signature of Notary Officer