

OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: JANUARY 13, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0110 PG- 2298 RPTT: 0.00



Name: JUSTINA CAVIGLIA, DA'S OFFICE
& SCOTT MORGAN, COMMUNITY SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

GRANT OF EASEMENT #2010.007

(Title of Document)

BK- 0110
PG- 2299
0757085 Page: 2 Of 4 01/13/2010

FILED

NO. 2010-007

2010 JAN 13 AM 9:10

A.P.N.: 1220-04-601-023
W.O. #: 09-40352

After Recordation Return To:
NV ENERGY
Land Operations - S4B20
P.O. Box 10100
Reno, Nevada 89520

TED THUAN
CLERK
[Signature]
3 DEPUTY

**GRANT OF EASEMENT
FOR UNDERGROUND
UTILITY FACILITIES**

THIS GRANT OF EASEMENT, made and entered into this 7th day of January, 2010 by and between **DOUGLAS COUNTY**, (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:

All that certain property located within Township 12 North, Range 20 East, Section 4 more particularly described as follows:

Adjusted Parcel 1 as shown on Record of Survey to support a boundary line adjustment for Herbig Properties Ltd. and Douglas County, recorded November 15, 2000 as Document Number 503325, in the Official Records of Douglas County, Nevada.

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.

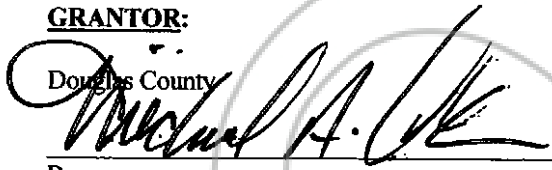
IT IS FURTHER AGREED:

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;
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.

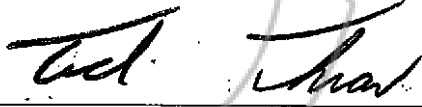
GRANTOR:

Douglas County

 By: Michael Olson
 Title: Chairman, Board of Commissioners

(Please print name and title below signature)

STATE OF Nevada)
 COUNTY OF Douglas)

This instrument was acknowledged before me on January 7, 2010, by Michael Olson as Chairman of Douglas County Board of Commissioners
 (Title) (Entity name)


 Signature of Notarial Officer
 BY: Louaine Suedcher, Clerk to the Board



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: Jan 13, 2010

[Signature] Clerk of the 9th Judicial District Court of the State of Nevada in and for the County of Douglas.

By [Signature] Deputy