

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy P.O. Box 10100, (S4B20) Reno, NV 89520 DOC # 0759601 03/04/2010 09:33 AM Deputy: DW OFFICIAL RECORD Requested By: SIERRA PACIFIC POWER CO

> Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00 BK-0310 PG-1050 RPTT: 0.00



APN#: 1319-15-COO-007

WORK ORDER #: 09 - 39783

Grant of Easement

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

The undersigned hereby affirms that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

Signature

<u>Denise Dohrmann</u> Printed Name

YONYWANN

BK- 0310 PG- 1051 03/04/2010

APN: 1319-15-000-007 W.O. #: 09-39783

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

GRANT OF EASEMENT

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, ("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 13 North, Range 19 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
- 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 injury or damages to any tangible personal property improvements or real property owned by Grantor or a third party caused by Grantee's constructing, operating, adding to, maintaining and removing the utility facilities.

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 (which Grantee will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage

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Project Name: Buckeye Genoa Reconductor

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:

The Nature Conservancy

a District of Columbia non-profit corporation

Mathypa Landreth, (Please print name and title below signature)

STATE OF **COUNTY OF**

Kathryn E Landreth This instrument was acknowledged before me on () Tobe State Director of The Nature Conservani

(Name of Entity)

Signature of Notarial Officer

OM LITTMA

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Project Name: Buckeye Genoa Reconductor



The Nature Conservancy A.P.N. 1319-15-000-007

EXHIBIT A LEGAL DESCRIPTION EASEMENT

That certain piece of land situate in the West Half (W ½) of Section 15, Township 13 North, Range 19 East, M.D.M., County of Douglas, State of Nevada, more particularly described as follows:

An easement 15.00 feet in width lying 7.50 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of Parcel 3 as described in deed to The Timkin-Sturgis Foundation, recorded on July 25, 2000 as Document #496318 in the Official Records of Douglas County, Nevada.

THENCE North 89°20'54" East, 661.89 feet to the POINT OF BEGINNING;

THENCE North 38°03'05" West, 486.24 feet to the terminus of this easement.

The boundary lines of said easement are to be extended or foreshortened so as to terminate on the south and easterly property lines of the Grantor.

This easement contains 7,321 square feet of land more or less.

All as shown on attached Exhibit Map "B" hereby made a part of this description.

Basis of Bearings for this easement is the deed to the Timken-Sturgis Foundation, recorded on July 25, 2000 as Document #496318 in the Official Records of Douglas County, Nevada.

Prepared by Ryan A. Hamrick

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