

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy P.O. Box 10100, (S4B20) Reno, NV 89520

03/04/2010 09:34 AM Deputy: OFFICIAL RECORD Requested By: SIERRA PACIFIC POWER CO

> Douglas County - NV Karen Ellison - Recorder

Fee: Of 6 PG- 1055 RPTT: BK-0310

19.00

0.00

APN #: 1418 -34-304-DO2 WORK ORDER #: D9-40333

Grant y Easement for u/g Utilities Facilities
Title of Document

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)

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APN: 1418-34-304-002 W.O. #: 09-40333

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



SF PACIFIC, LLC, a California limited liability company, ("Grantor") on December \(\frac{\text{\texi{\text{\texi{\text{\text{\text{\text{\text{\text{\text{

- to construct, operate, add to, modify, maintain and remove underground communication facilities and electric line systems for the distribution and transmission of electricity, 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 ("Utility Facilities") across, over, under and through the property situate in the County of DOUGLAS, State of NEVADA, located in Township 14 North, Range 18 East, Section 34 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;
- 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 Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, caused by Grantee, its successors or assigns constructing, operating, adding to, modifying, maintaining, or 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.

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LISA THOMPSON

Commission & 1811815 Notary Public - California Contra Costa County BK- 0310 PG- 1057

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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 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 unreasonably 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.

Safety Code.
GRANTOR: SF PACIFIC, LLC, a California limited liability company
By: Paul T. Marinelli
Title: Vice President
(Please print name and title below signature)
STATE OF CALIFORNIA) ss.
COUNTY OF CONTRA COSTA)
On December 14, 2009, before me, Lish Thomas m, personally appeared
PAUL T. MARINELLI who proved to me on the basis of satisfactory evidence to be the person whose name
is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.
WITNESS my hand and official seal.

(Seal)



SF PACIFIC A.P.N. 1418-34-304-002

EXHIBIT A LEGAL DESCRIPTION EASEMENT

That certain piece of land situate in the Southwest Quarter (SW ¼) of Section 34, Township 14 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, more particularly described as follows:

BEGINNING at the Northwest corner of that Parcel described in deed to Jon Mackenzie, recorded on August 20, 2003 as Document #587159 in the Official Records of Douglas County, Nevada.

THENCE South 89°53'00" East along the north line of said parcel, 79.46 feet;

THENCE South 00°07'00" West, 2.41 feet;

THENCE North 89°30'03" West, 13.22 feet;

THENCE South 64°31'15" West, 30.77 feet;

THENCE North 68°44'00" West, 14.87 feet;

THENCE South 00°43'43"West, 11.95 feet to a point on the south line of said parcel;

THENCE North 60°47'00" West along the south line of said parcel, 5.69 feet;

THENCE North 00°43'43" East, 11.11 feet;

THENCE North 68°44'00" West, 21.06 feet to a point on the west line of said parcel;

THENCE North 00°07'00" East along west line of said parcel, 0.72 feet to the POINT OF BEGINNING and the terminus of this easement.

This easement contains 652 square feet of land more or less.

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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 Jon Mackenzie, recorded on August 20, 2003 as Document #587159 in the Official Records of Douglas County, Nevada.

Prepared by Ryan A. Hamrick





