4

RECORDING REQUESTED BY:

**NV** Energy

WHEN RECORDED RETURN TO:

NV Energy P.O. Box 10100, (S4B20) Reno, NV 89520 DOC # 0759604 03/04/2010 09:36 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-1065 RPTT: 0.00



APN #: 1418 - 34 - 304 - 004

WORK ORDER #: 09 - 40333

Granty Easement for Access
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)

Signature

Wenise Dahrmann Printed Name A.P.N.: 1418-34-304-004

WO#: 09-40333

After Recording Return To:

**NV** Energy

Attn: Land Operations - S4B20

P.O. Box 10100 Reno, Nevada 89520

# GRANT OF EASEMENT FOR ACCESS

THIS GRANT OF EASEMENT, made and entered into this ## day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between ROY DEAN DARROW AND ELIZABETH ANN DARROW, Trustees of THE DARROW 2007 TRUST (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation dba NV Energy (hereinafter referred to as "Grantee"),

#### WITNESSETH:

GRANTOR, for and in consideration 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 easement and right of way for access purposes together with the right to construct, alter, maintain, inspect, repair, reconstruct, add to and operate said access, along with appropriate drainage facilities, fences, gates and appurtenances connected therewith, upon, across, over, under and through the following described property situate in the County of **DOUGLAS**, State of NEVADA, to-wit:

#### SEE EXHIBITS "A" AND "B" ATTACHED HERETO

#### IT IS FURTHER AGREED:

- 1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.
- 2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.
- 3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.
- 4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.
- 5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of

APN# 1418-34-304-004

WO#: 09-40333

BK- 0310 PG- 1067 03/04/2010

Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

above written.

GRANTOR:

The Darrow 2007 Trust

Roy Jean Darrow, Trustee

Chystellizabeth Ann Darrow, Trustee

STATE OF NEVADA
COUNTY OF Doubled

This instrument was acknowledged before me, a Notary Public, on the day of by Roy Dean Darrow, Trustee

R. L. McEWING
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 39-5224-5 - Expires April 26, 2013

Notary Signature

STATE OF NEVADA COUNTY OF \_\_\_\_\_\_

R. L. McEWING

Notary Public - State of Nevada

Appointment Recorded in Douglas County

No: 93-5224-5 - Expires April 26, 2013

APN# 1418-34-304-004

WO#: 09-40333

by Elizabeth Ann Darrow, Trustee

This instrument was acknowledged before me, a Notary Public, on the 1444 day of December, 2009,



## ROY DEAN & ELIZABETH ANN DARROW A.P.N. 1418-34-304-004

### EXHIBIT A LEGAL DESCRIPTION EASEMENT

That certain piece of land situate in the Southwest Quarter (SW 1/4) of Section 34, Township 14 North, Range 18 East, M.D.M., County of Douglas, State of Nevada, more particularly described as follows:

The West 15.00 feet of Parcel 2 as described in deed to Roy Dean & Elizabeth Ann Darrow, recorded on August 29, 2007 as Document #708356 in the Official Records of Douglas County, Nevada.

This easement contains 236 square feet of land more or less.

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

Prepared by Ryan A. Hamrick

1 of 1

BK- 0310 759604 Page: 5 Of 5 03/04/2010

