

18'

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OFFICIAL RECORD
Requested By:
SIERRA PACIFIC POWER CO

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

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

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-0310 PG-1070 RPTT: 0.00



APN #: 1320-05-001-001

WORK ORDER #: 09-40228

Grant of Easement
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)

Denise Rohmann
Signature

Denise Rohmann
Printed Name

APN: 1320-05-001-001
W.O. #: 09-40228

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

GRANT OF EASEMENT

BENTLY FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, (“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 20 East, Section 5 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

Proj. #:
Project Name:

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:

Bently Family Limited Partnership
a Nevada limited partnership

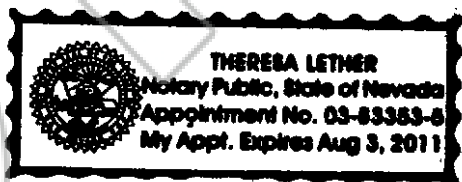
Donald Bently

By: *DONALD E. BENTLY*
Title: *GENERAL PARTNER*
(Please print name and title below signature)

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 19-NOV, 2009, by DONALD E. BENTLY
as GENERAL PARTNER of BENTLY FAMILY LIMITED PARTNERSHIP
(Title) (Name of Entity)

Theresa Lether
Signature of Notarial Officer





**EXHIBIT A
LEGAL DESCRIPTION
EASEMENT**

**BENTLY FAMILY LIMITED PARTNERSHIP
APN 1320-05-001-001**

A portion of Section 5, Township 13 North, Range 20 East, M.D.M., County of Douglas, State of Nevada, more particularly described as follows:

A strip of land 10.00 feet in width, lying 5.00 feet on each side of the following described centerline;

COMMENCING at the northeast corner of Adjusted Parcel "B" as shown on that certain map entitled "Record of Survey to Support a Boundary Line Adjustment for Bently Family Ltd. Partnership" as filed in the Official Records of Douglas County as Document number 462548 on March 3, 1999.

THENCE North 89°52'34" West, 153.96 feet along the south line of Johnson Lane to the POINT OF BEGINNING;

THENCE South 04°34'47" East, 20.00 feet to the terminus of this description.

Sidelines of the above described easement shall be extended or shortened to terminate in the south line of Johnson Lane to the north.

This Easement contains 200 square feet of land more or less.

Basis of Bearings: Record of Survey to Support a Boundary Line Adjustment for Bently Family Ltd. Partnership as filed in the Official Records of Douglas County as Document number 462548 on March 3, 1999.

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

Prepared by Lawrence D. Larson P.L.S.
NVEnergy

