RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

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

03/04/2010 09:37 AM Deputy: OFFICIAL RECORD

Requested By: SIERRA PACIFIC POWER CO

Douglas County - NV Karen Ellison - Recorder

Of 6 Fee: 19.00 BK-0310 PG- 1075 RPTT: 0.00



APN #: 1418-34-301-005

WORK ORDER #: 09-40 333

nderground 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) Mohimann-

BK- 0310 PG- 1076 03/04/2010

APN: 1418-34-301-005 W.O. #: 09-40333

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

GRANT OF EASEMENT FOR UNDERGROUND UTILITY FACILITIES

TAHOE ESTATES, LLC, a Delaware limited liability company, ("Grantor"), on December \(\frac{\mathcal{M}}{\text{\text{\text{M}}}}\), 2009, 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 non-exclusive easement:

- 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, switchgear, pipes, valve boxes, meters, fixtures and other appurtenances connected therewith, including any above ground facilities deemed necessary for the operation of said underground facilities ("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;
- 3. 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.

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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facilities, parking canopies, and other covered facilities; provided that no such consent shall be required for Grantor's reconstruction of a property line fence along the southerly edge of the Easement Area. 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.

practices, and the National Electrical Safety Code.
GRANTOR: TAHOE ESTATES, LLC, a Delaware limited liability company By: Paul T. Marinelli Title: Vice President
(Please print name and title below signature)
STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) ss.
On Decambe (14, 2009, before me, Ush homeson personally appeared
PAUL T. MARINELLI who proved to me on the basis of satisfactory evidence to be the person whose name

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.

Signature (Seal

LISA THOMPSON
Commission # 1811815
Notary Public - California
Contra Costa County
My Comm. Expires Aug 31, 2012



TAHOE ESTATES, LLC A.P.N. 1418-34-301-005

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:

COMMENCING at the Southeast corner of that parcel described in deed to Tahoe Estates, LLC, recorded on August 8, 2006 as Document #681474, in the Official Records of Douglas County, Nevada.

THENCE North 89°00'43" West along the south line of said parcel, 90.92 feet to the POINT OF BEGINNING;

THENCE North 00°59'22" East, 10.00 feet;

THENCE North 89°00'43" West, 253.00 feet

THENCE South 00°59'22" West, 10.00 feet

THENCE South 89°00'43" East along the south line of said parcel, 253.00 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 property line of the Grantor.

This easement contains 2,530 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 parcel described in deed to Tahoe Estates, LLC, recorded on August 8, 2006 as Document #681474 in the Official Records of Douglas County, Nevada.



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