101

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy

P.O. Box 10100, (\$4B20)

Reno, NV 89520

DOC # 0759607 03/04/2010 09:38 AM Deputy: DW OFFICIAL RECORD Requested By: SIERRA PACIFIC POWER CO

> Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 6 Fee: 19.00 BK-0310 PG-1081 RPTT: 0.00



APN#: 1418-34-301 -005

WORK ORDER #: 09 - 40333

Grant of Easement for Access

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

Printed Name

BK- 0310 PG- 1082 03/04/2010

A.P.N.: 1418-34-301-005 WO#: 09-4033**5**

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 FOR ACCESS, made and entered into this \(\frac{1}{2} \) day of December, 2009, by and between TAHOE ESTATES, LLC, a Delaware limited liability company (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 non-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 (collectively, the "Access Facilities"), 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 Access 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, adding to and operating said Access Facilities by Grantee, its successors, assigns or agents.
- 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, adding to, and operating of said Access Facilities by Grantee, its successors, assigns or agents.
- 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 the above described land, which in the reasonable

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

6. Grantee shall have the right to cut down or trim all trees on the property of Grantor 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 Access 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.

GRANTOR:

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•	Delawa	ra limi	tad lial		

STATE OF CALIFORNIA

) ss.

COUNTY OF CONTRA COSTA

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Seal)

WITNESS my hand and official seal.

Signature \(\mathcal{V} \)

LISA THOMPSON
Commission # 1811815
Notary Public - California
Contra Costa County
My Comm. Expires Aug 31, 2912



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 ¼) 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, 121.50 feet to the POINT OF BEGINNING:

THENCE North 00°36'25" East, 5.00 feet;

THENCE North 48°34'45" East, 24.43 feet;

THENCE North 41°25'15" West, 10.12 feet;

THENCE South 48°34'45" West, 35.51 feet;

THENCE South 00°36'25" West, 5.00 feet;

THENCE South 89°00'43" East, 15.00 feet to the POINT OF BEGINNING and 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 378 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.

Prepared by Ryan A. Hamrick

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