

A.P.N. 1418-03-401-009 W.O. #: 08-39111

Recorded at request of and return to:

Richard W. Harris, Esq.

Harris & Thompson & Harris
6121 Lakeside Drive, Suite 260
Reno, Nevada 89511

The undersigned hereby affirms that there are no Social security numbers contained in this document.

DOC # 0761982 04/13/2010 11:20 AM Deputy: SG OFFICIAL RECORD Requested By: ANDREW WOLF

> Douglas County - NV Karen Ellison - Recorder

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# GRANT OF EASEMENT FOR UTILITY FACILITIES

THIS GRANT OF EASEMENT is made and entered into this 7th day of April, 2010 by and between LAND'S END ASSOCIATION, LLC, a Nevada limited liability company (hereinafter referred to as "Grantor"); and SIERRA PACIFIC POWER COMPANY, a Nevada corporation d/b/a NV ENERGY (hereinafter referred to as "Grantee").

# WITNESSETH:

GRANTOR, for and in consideration of the sum 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 and assigns, a permanent and exclusive easement and right of way (hereinafter referred to as the "Easement") to construct, alter, maintain, inspect, repair, reconstruct, add to and operate one or more underground communication facilities and electric facilities, 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, (hereinafter called "Utility Facilities"), across, over, under, and through the following described property situated in the County of **DOUGLAS** County, State of **NEVADA** (hereinafter "Grantor's Property"), to-wit:

SEE ATTACHED EXHIBIT "A"



Said Utility Facilities are to be installed at locations mutually agreed upon by Grantor or its successors or assigns at time of installation and Grantee or its successors or assigns.

The scope of the Easement does not include a driveway and other permanent improvements constructed at present or in the future on Grantor's Property including, but not limited to, a stone retaining wall, a rock patio, stone stairs, and landscaping, as shown on a drawing prepared by K.B. Foster Civil Engineering, Inc. dated November 17, 2008, attached hereto as Exhibit "B."

With respect to all underground Utility Facilities as described herein, after installation of said underground Utility Facilities, the Easement will be deemed to be a strip of land ten (10) feet in width, being five (5) feet on each side of the centerline of said underground Utility Facilities as installed on the above-described premises (hereinafter referred to as the "Underground Easement Area").

With respect to all surface mounted transformers and/or switchboxes as described herein, after installation of said surface mounted transformers and/or switchboxes, the Easement will be deemed to encompass an area around said transformers and/or switchboxes of three (3) feet extending in all directions from the perimeter of said transformers and/or switchboxes as installed on the above-described premises (hereinafter referred to as the "Surface Easement Area"). The Underground Easement Area and the Surface Easement Area are referred to herein at times collectively as the "Easement Areas."

### IT IS FURTHER AGREED:

- 1. Grantee shall have a perpetual right and easement for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Areas but solely for purposes related to the permitted uses of the Easement.
- 2. Grantee shall have a perpetual right and easement for the ingress of vehicles and pedestrians to, and the egress of vehicles and pedestrians from, the Easement Areas but solely for purposes related to the permitted uses of the Easement.
- 3. Grantee shall have a perpetual right and easement 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 Areas as are reasonably necessary for the safe and proper use and maintenance of the Utility Facilities in the Easement Areas.

- 4. Grantee will be responsible to Grantor for any damages caused by Grantee constructing, altering, operating, adding to, maintaining, inspecting, repairing, reconstructing, or removing any of the Utility Facilities.
- 5. 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 Areas by Grantor that materially interfere with Grantee's rights hereunder without the prior written consent of Grantee, 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, which consent shall not be unreasonably withheld by Grantee. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Surface Easement Area for its own purposes: provided, however, that all such purposes and uses do not unduly interfere with Grantee's rights herein and are in all respects consistent with Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.
- This Grant of Easement shall be binding upon, and shall inure to the 6. benefit of, Grantor and Grantee and each of their respective successors and assigns.

IN WITHNESS WHEREOF, the undersigned has executed this Agreement on the day and year first above written.

> LAND'S END ASSOCIATION, LLC. a Nevada limited liability company

Dohadwisound RICHARD W. HARRIS, Managing

Member

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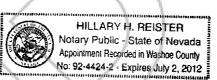
BK- 0410 PG- 2318

STATE OF NEVADA ) )ss COUNTY OF WASHOE )

On this Aday of April, 2010, before me a Notary Public in and for said County and State, personally appeared RICHARD W. HARRIS as Managing Member of the Land's End Association, LLC., a Nevada limited liability company, personally known (or proved) to me to be the person who executed the above GRANT OF EASEMENT FOR UTILITY FACILITIES, and acknowledged to me that he executed the same in his authorized capacity and for the purposes stated therein.

NOTARY PUBLIC

Land's End/7642 (w) Sierra Pacific Easement File Grant of Easement for Utility Facilities (4-10)





# EXHBIT A Description of Land's End Road

As described in attached "Quitclaim Deed" recorded in Douglas County on September 26, 2008 as Document No. 0730634.



1461 ....



Recorded at request of and return to:

Richard W. Harris, Esq.
Harris & Thompson

6121 Lakeside Drive, Suite 260
Reno, Nevada 89511

APN: 1418-03-401-009

Send Tax Statements to: Land's End Association, LLC c/o Nancy Hodge 12510 Clearwater Drive Reno, Nevada 89511 DOC # 0730634 09/26/2008 11:42 AM Deputy: PHOTOCIAL RECORD Requested By: RICHARD HARRIS PC

Douglas County - NV
Karen Ellison - Recorder
1 00 7 Fee: 45.00

Page: 1 Of 7 Fee: BK-0908 PG-5701 RPTT:

PG- 5701 RPTT: # 1

## QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 17 day of September, 2008 by and between the LAND'S END ASSOCIATION, a Nevada general partnership ("Grantor"); and the LAND'S END ASSOCIATION, LLC, a Nevada limited liability company, whose address is c/o Richard W. Harris, Esq., 6121 Lakeside Drive, Suite 260, Reno, Nevada 89511 ("Grantee").

#### WITNESSETH

Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to it by Grantee, does hereby remise, release, and forever quitclaim unto Grantee all of Grantor's right, title, and interest in and to that certain

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lot, piece, or parcel of land situated in Douglas County, Nevada, which is more particularly described on Exhibit A attached hereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all of the right, title and interest of Grantor in and to said property, together with the appurtenances, unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hercunto executed this Quitclaim

Deed the day and year first above written.

LAND'S END ASSOCIATION, a
Nevada general partnership

RICHARD W. HARRIS,

Managing Partner, pursuant to authority set forth in Articles of General Partnership

-2-

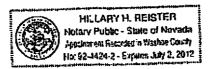


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STATE OF NEVADA ) ss. COUNTY OF WASHOE )

On this //t/L day of September, 2008, before me a Notary Public in and for said County and State, personally appeared RICHARD W. HARRIS, Managing Partner and Signing Authority of the LAND'S END ASSOCIATION, a Nevada general partnership, who executed the above QUITCLAIM DEED, and acknow-ledged to me that he executed the same for the purposes stated therein.



Willary W. Revation NOTARY BUBLIC

land's end association, lic/7642 qcd (9-08)

-3-

PG-

March 25, 2008 File No. 08108

## EXHIBIT A LEGAL DESCRIPTION

Parcels of land situated in the Northwest 1/4 of Section 3, Township 14 North, Range 18 East, M.D.B. & M., Douglas County, Nevada, being the excepted parcels of Parcels 2 and 3 as described in Document 21668 a deed in Book 15 at Pages 361-368 and being the excepted parcels of Parcels 1 and 4 as described in Document 21670 a deed in Book 15 at Pages 377-384 both as filed in the office of the Recorder of Douglas County January 17, 1963, said excepted parcels being more particularly described as follows:

#### EXCEPTED PORTION OF PARCEL 2

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432,99 feet;

Thence South 73°07'00" West 138.17 feet to the true POINT OF BEGINNING;

Thence South 73°07'00" West 42.66 feet:

Thence South 79"10"30" West 96.31 feet:

Thence South 50 91 feet (Deed record 50.90 feet);

Thence North 79 10 30 East 108,52 feet:

Thence North 73°07'00" East 30.13 feet (Deed record 30.12 feet);

Thence North 52.25 feet (Deed record 52.24 feet) to the true POINT OF BEGINNING.

### **EXCEPTED PORTION OF PARCEL 3**

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89"21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0'39'00" East along the eastern line of Harris parcel 1432.99 feet;

Thence South 73°07'00" West 180.83 feet;

Thence South 79°10'30" West 93.31 feet to the true POINT OF BEGINNING;

Thence South 79°10'30" West 137.87 feet;

Thence South 50.91 feet (Deed record 50.90 feet);

Thence North 79'10'30" East 137.87 feet;

Thence North 50.91 feet (Deed record 50.90 feet) to the true POINT OF BEGINNING.

## EXCEPTED PORTION OF PARCEL 1

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of t312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432,99 feet to the true POINT OF BEGINNING:

Thence South 73°07'00" West 138.17 feet;

Thence South 52.25 feet (Deed record 52.24 feet);

Thence North 79"10'30" East 138.79 feet to the eastern line of said Harris parcel;

Thence North 0°39'00" West along the last mentioned line 52.08 feet to the true POINT OF BEGINNING.

#### EXCEPTED PORTION OF PARCEL 4

Commencing at the west quarter corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M., marked on the ground by a 2 inch pipe in a mound of stone;

Thence South 89°21'00" East along the east-west center line of said Section 3 a distance of 1312.03 feet to a 2 inch pipe at the northeast corner of the property of land described in the deed to W. J. Harris, recorded in Book U, Page 89, Deed Records;

Thence South 0°39'00" East along the eastern line of Harris parcel 1432.99 feet;

Thence South 73'07'00" West 180.83 feet;

Thence South 79° 10'30" West 234, 18 feet to the true POINT OF BEGINNING;

Thence South 79'10'30" West 64.03 feet:

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0761982

Thence South 71°47'50" West 74.30 feet;

Thence South 65°54'30" East 70.68 feet;

Thence North 79"10'30" East 70.20 feet;

Thence North 50.91 feet (Deed record 50.90 feet) to the true POINT OF BEGINNING.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

The legal descriptions above previously appeared in said Document 21668, Book 15, Pages 361-368 and Document 21670, Book 15, Pages 377-384 as filed in the office of the Recorder of Douglas County.

Prepared by:

Lonnie R. Kirby

4/17/2008

License Expires 6/39/2009

K.B. Foster Civil Engineering Inc.

P.O. Box 129

Camelian Bay, CA. 96140

(330) 546-3381

BK- 0908 PG- 5706 09/26/2008

EXHIBIT B

131203 S 892100 E

2326

0410

EXCEPTING THEREFROM PARCELS OF PARCELS 1, 2, 3, & 4 SECTION 3, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.B. & M., DOUGLAS COUNTY, NEVADA

> 'POINT OF CONNENCEMENT 2" PIPE IN STONE HOUND WEST 1/4 CORNER SECTION 3, I. 14 N., R. 18 E. M.D.B. & M.

KORTHEAST PROPERTY CORNER 2" PAPE

## LEGEND

LANE TABLE		
LINE	BEARING	DISTARCE
LI	S 73'07'00' W	138.17
12	W "00'00'00 2	52.25
	S 73'07'00" W	131.79
<u>L4</u>	S 0039'00' E	52.08
15	S 73707'00" W	42.55
16	S 79"10"30" W	96.31'
U	N 00'00'00" E	50.91
1.8	S 7910'30" W	108.52
19	S 73'07'00" W	30.13
L10	S 7910'30' W	137.87
LH	S 00'00'00 E	50.91
L12	5 7970'.W" #	137.87
LI3	S 7910'30" W	64.03
LI4	S 7147'50" W	74.30
L15	S 65'54'30" E	70.58
L/6	S 797038 W	70.20

TE LIMES ADJACENT PROPERTY LINE EXCEPTED PARCEL PORTION OF PARCEL 1,2,3, & 4 EPP. 1

-PARCEL PROPERTY LINE

P.B. POINT OF BECOMMING OF EXCEPTED PARCELS 1. 23 & 1

NOTE THIS EXHIBIT PREPARED FROM DEED RECORD INFORMATION AND DOES NOT REPRESENT A FRELD SURVEY

EXCEPTED PARCEL PORTIONS E.P.P. 1, 2, 3, & 4 FORM A PORTION OF LANDS DID ROAD S 20'49'40" W 28.11

AND SURVEYOR LONNIE R KIRBY No. 8422 License experso

S 20'49'40" W 176.88

EPP. 3 S 5770'00" E 24.00

BASIS OF BEARINGS:

SAME BASIS OF BEARINGS AS IN DOCUMENTS 21668 AND 21670 -DEEDS FILED IN BOOK 15 AT PAGES 361-368 AND BOOK 15 AT PAGES 377-384 DOUGLAS COUNTY OFFICIAL RECORDS

0730634

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SCALE 1"=200"

SCALE: 1'=200' FILE # 08108



# **EXHBIT B Improvements Excluded from Easement**

As depicted on attached drawing by K.B. Foster Civil Engineering, Inc.

