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RECORDING REQUESTED BY:

OFFICIAL RECORD
Requested By:
SIERRA PACIFIC POWER CO

NV Energy

Douglas County - NV
Karen Ellison - Recorder

WHEN RECORDED RETURN TO:

Page: 1 Of 6 Fee: 19.00
BK-0710 PG- 4459 RPTT: 0.00

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




C30-22854
APN #: 1319-10-801-004
WORK ORDER #: 09-40350

Grant of Easement Electric U/G Facilities – The Nature Conservancy
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

Denise Dohrmann
Printed Name

A.P.N.: 1319-10-801-004
W.O. #: 09-40350

After Recordation Return To:
NV ENERGY
Land Operations - S4B20
P.O. Box 10100
Reno, Nevada 89520

**GRANT OF EASEMENT
FOR UNDERGROUND
UTILITY FACILITIES**

THIS GRANT OF EASEMENT, made and entered into this 17th day of DECEMBER, 2009, by and between **THE NATURE CONSERVANCY**, a District of Columbia non-profit corporation, (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, assigns and agents, a permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct, add to and operate one or more underground communication facilities and electric, 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 situate in the County of **DOUGLAS**, State of **NEVADA**, to-wit:

SEE ATTACHED EXHIBITS "A" AND "B"

Said Utility Facilities are to be installed at locations mutually agreed upon by Owner of Record at time of installation and Utility Company.

With respect to all underground utility facilities as described herein, after installation of said underground utility facilities, said easement and right-of-way as herein granted 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.

With respect to all surface mounted transformers and/or switchboxes as described herein, after installation of said transformers and/or switchboxes, said easement and right-of-way as herein granted 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.

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 Area:

- 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 Area; and
- 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 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 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. 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:

The Nature Conservancy, a District of Columbia non-profit corporation

Anne E. Thomas
 By: Anne E. Thomas
 Title: Carson River Project Manager
 (Please print name and title below signature)

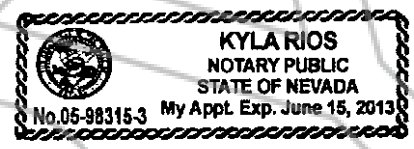
 By:
 Title:
 (Please print name and title below signature)



STATE OF Nevada)
COUNTY OF CARSON)

This instrument was acknowledged before me on December 17, 2009, by Anne E. Thomas
as ^{CARSON RIVER} Project manager of The Nature Conservancy.
(Title) (Entity name)

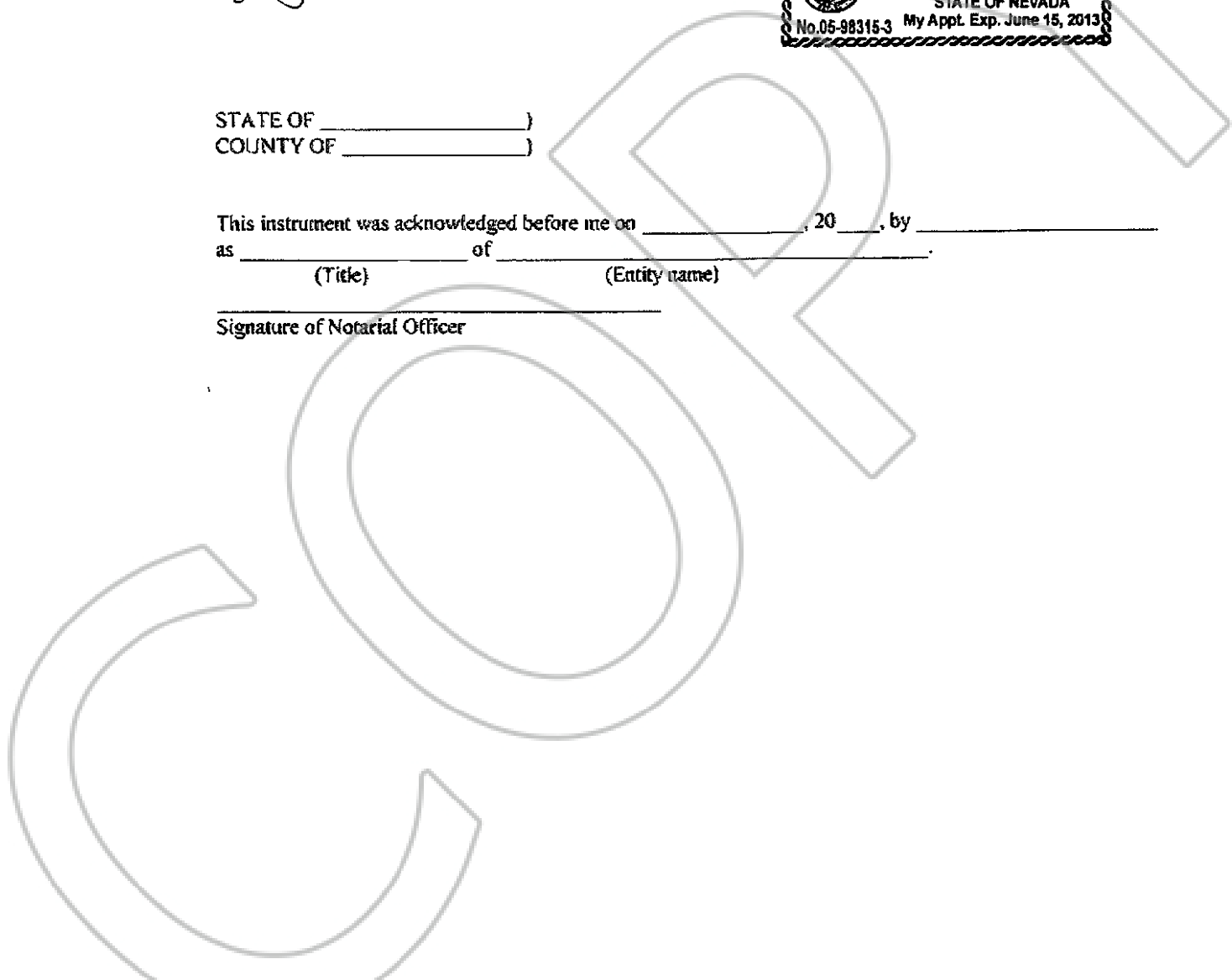
[Signature]
Signature of Notarial Officer



STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____
as _____ of _____.
(Title) (Entity name)

Signature of Notarial Officer



That certain real estate situated in Douglas County, Nevada, more particularly described as follows:

Being portions of land situated in the Southeast quarter of the Southeast quarter of Section 10, in the Southwest quarter of the Southwest quarter of Section 11, in the Northwest quarter of the Northwest quarter of Section 14, and in the Northeast quarter of the Northeast quarter of Section 15, all within Township 13 North, Range 19 East, Mount Diablo Base and Meridian, Douglas County, State of Nevada and being more particularly described as follows:

COMMENCING at a BLM brass cap (rehabilitated) at the Section Corner common to Sections 10, 11, 14 and 15 in said Township 13 North, Range 19 East, M.D.B.&M.; Thence South $89^{\circ}55'00''$ east along the Southerly line of said Section 11 a distance of 384.82 feet to the Southeast corner of land per Deed recorded in Book 595 at Page 3998 in the County Recorders Office in said County and State and also being the True Point of Beginning;

Thence South $5^{\circ}15'00''$ West, 169.38 feet to a set $5/8''$ rebar and cap, "PLS 8703", being the Southeast corner of said adjusted parcel;

Thence South $89^{\circ}37'51''$ West, 1333.52 feet to a set $5/8''$ rebar and cap "PLS 8703", being the Southwest corner of said adjusted parcel;

Thence North $0^{\circ}02'02''$ West, 767.10 feet to the Southerly line of Genoa Lane, 60.00 feet in width, and a set $5/8''$ rebar and cap, "PLS 8703", being the Northwest corner of said adjusted parcel;

Thence along said Southerly line of Genoa Lane South $71^{\circ}31'30''$ East, 1435.83 feet to a $5/8''$ rebar and cap, "RLS 2983", (no reference) being the Northeast corner of said adjusted parcel;

Thence leaving said Southerly line, South $5^{\circ}15'00''$ West, 135.41 feet to the True Point of Beginning.

Reference is made to Record of Survey to Support a Lot Line Adjustment and filed for record with the Douglas County Recorder on June 27, 2002 in Book 0602, Page 9393, as Document No. 545885, Official Records of Douglas County, Nevada.

EXHIBIT "A"

