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11/21/2012 02:43 PM

OFFICIAL RECORDS

Requested By
NV ENERGY

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy

✓ **Land Operations (S4B20)**

P.O. Box 10100

Reno, NV 89520

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 8

Fee: \$ 21.00

Bk: 1112 Pg: 5897



Deputy: ke

C30- **21572**

APN 1319-10-401-001

WORK ORDER # 05-32930-17

Grant of Easement for Underground Electric -
Ranch No. 1 Limited Partnership

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)


Nathan Hastings

APN: 1319-10-401-001

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

GRANT OF EASEMENT AND RELINQUISHMENT OF GRANT OF EASEMENT FOR UNDERGROUND UTILITIES

Ranch No. 1 Limited Partnership, whose address is 1415 Douglas Ave, Gardnerville, NV 89410, ("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 described in Exhibit "A" 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 and the property described in Exhibit "C" hereto and by this reference made a part of this Grant of Easement (the "Property");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) 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, proximately caused by Grantee negligently constructing, operating, adding to, 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. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 4 above.

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

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Project Name: Ranch No. 1 Easement Correction
Reference Document: 498933
GOE

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.

By this document, Grantee also concurrently relinquishes and quitclaims to Grantor, all rights, title and interest in that certain Grant of Easement for Underground Utility Facilities recorded in the Official Records of the County of Douglas, State of Nevada, on May 10, 2006, Book 0506, Page 3953 as Document No. 0674511. Grantor agrees that all obligations of Grantee thereunder are wholly satisfied and Grantee is released from same forever.

GRANTOR:

RANCH NO. 1 LIMITED PARTNERSHIP

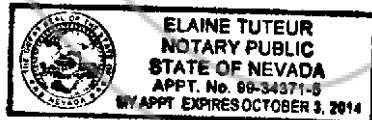
Lisa Lekumberry
By: LISA LEKUMBERRY
Title: GENERAL PARTNER

STATE OF Nevada)
COUNTY OF Carson City)

This instrument was acknowledged before me on Nov. 15, 2012 by Lisa Lekumberry as General Partner of Ranch No. 1 Limited Partnership.

Elaine Tuteur
Signature of Notarial Officer

Seal Area →



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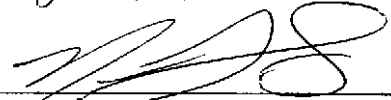
GRANTEE:

SIERRA PACIFIC POWER COMPANY, a Nevada corporation d/b/a NV Energy

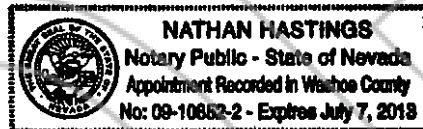

By: **MATT GINGRICH, PLS**
Title: **MANAGER PROPERTY SERVICES**

STATE OF Nevada)
COUNTY OF Washoe)

This instrument was acknowledged before me on November 20, 2012 by Matt Gingrich as Manager Property Services of Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy.


Signature of Notarial Officer

Seal Area →



APN: 1319-10-401-001
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Project Name: Ranch No. 1 Easement Correction
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GOE

JN 7477.000

EXHIBIT "A"

All that certain real property situate within a portion of the southwest 1/4 of Section 10, Township 13 North, Range 19 East, M.D.M., County of Douglas, State of Nevada, being more particularly described as follows:

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

BEGINNING at a point on the northeast right of way of Foothill Road, said point bears North 3°58'06" East, 786.34 feet from the southwest corner of said Section 10;

THENCE leaving said right of way, North 63°15'00" East, 134.83 feet;

THENCE North 46°45'00" East, 42.00 feet;

THENCE North 15°30'00" East, 79.00 feet to Point A;

THENCE North 14°27'17" East, 283.81 feet;

THENCE North 00°36'49" East, 191.00 feet;

THENCE South 59°54'00" East, 160.00 feet, together with:

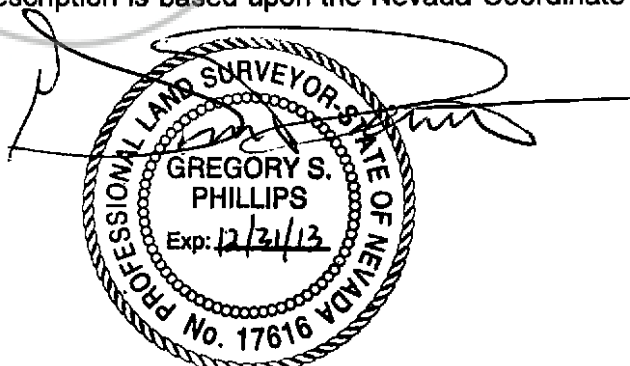
A strip of land, 10.00 feet in width, lying 5.00 feet on both sides of the following described centerline which begins at the hereinabove described Point A;

THENCE North 11°56'00" West, 111.00 feet.

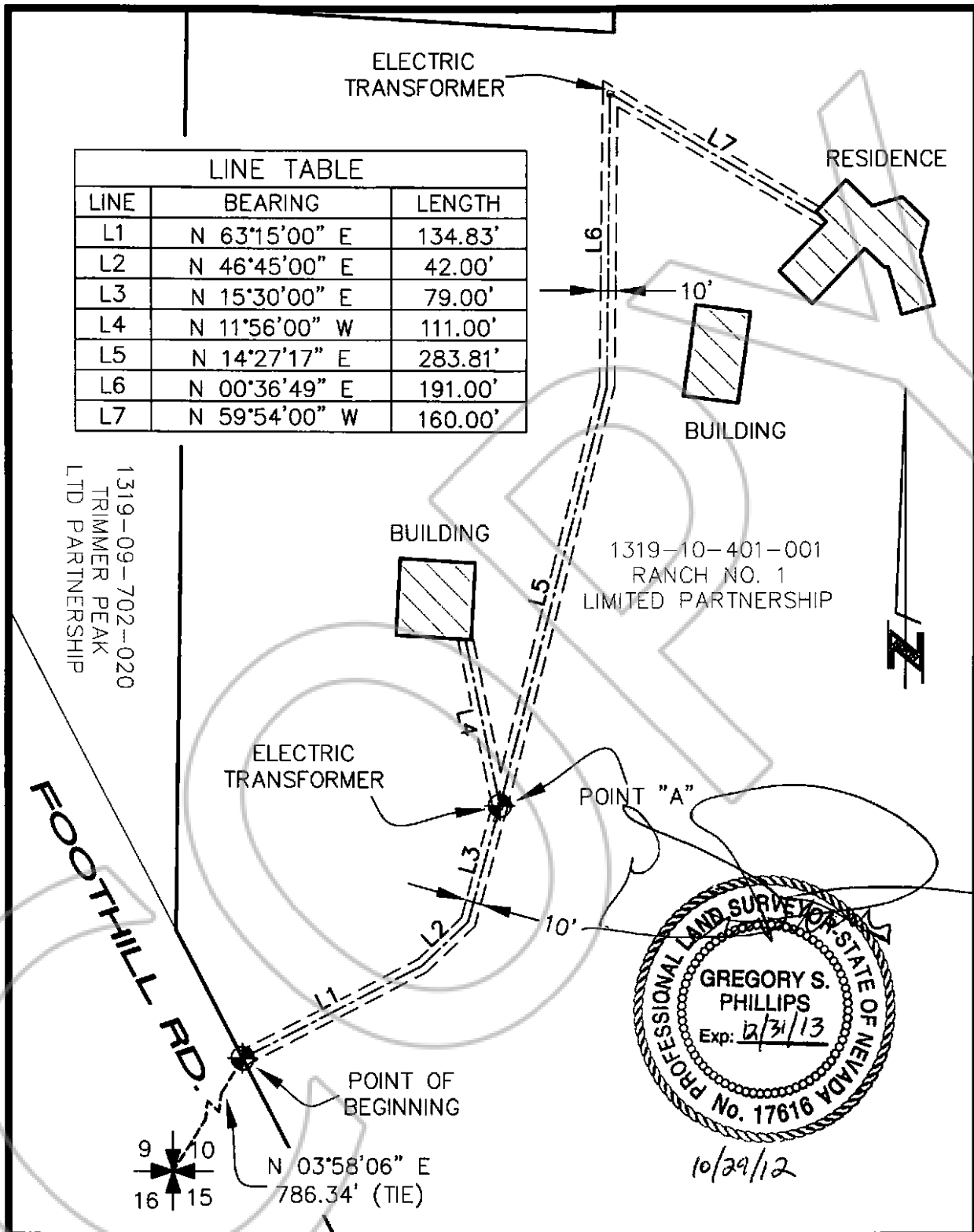
The sidelines of the above described strip of land shall be extended or shortened to meet at angle points and to terminate at the said right of way line of Foothill Road and all existing building structures.

The **BASIS OF BEARING** for this description is based upon the Nevada Coordinate System of 1983, West Zone, NAD 83/94.

Prepared by
Lumos & Associates
Gregory S. Phillips, P.L.S. 17616
800 E. College Parkway
Carson City, NV 89706

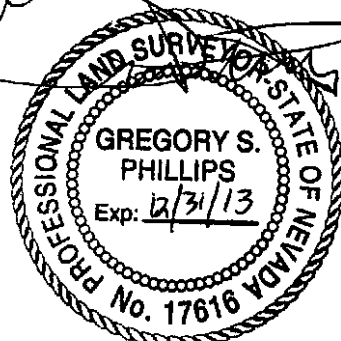


10/29/12



1319-09-702-020
TRIMMER PEAK
LTD PARTNERSHIP

1319-10-401-001
RANCH NO. 1
LIMITED PARTNERSHIP



10/29/12

<p>LUMOS & ASSOCIATES 800 E. COLLEGE PARKWAY CARSON CITY, NEVADA 89708 PH (775) 883-7077 FAX (775) 883-7114</p>	<p>EXHIBIT "B" RANCH No. 1 LIMITED PARTNERSHIP A PORTION OF A.P.N. 1319-10-401-001 SECTION 10, T.13N., R.19E., M.D.M. DOUGLAS COUNTY NEVADA</p>	<p>Date: OCTOBER 2012 Scale: 1" = 100' Job No: 7477.000</p>
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Exhibit C

All that certain lot, piece, parcel or portion of land situate, lying and being within the southwest 1/4 and the southwest 1/4 of the southeast 1/4 of Section 10 and the north 1/2 of the northwest 1/4 and the west 1/2 of the northwest 1/4 of the northeast 1/4 of Section 15 all in Township 13 North, Range 19 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

Commencing at the section corner common to Sections 9, 10, 15 and 16, Township 13 North, Range 19 East, M.D.M. thence along the line between said Sections 15 and 16
South 00°09'11" East a distance of 1,315.69 feet to the southwest corner of the north 1/2 of of the northwest 1/4 of said Section 15; thence along the south line thereof
North 89°35'37" East a distance of 1,134.27 feet to a point on the centerline of Foothill Road as described in deed filed for record September 19, 1950 in Book 2 of Deeds at page 282, Official Records of Douglas County, Nevada which point is the TRUE POINT OF BEGINNING; thence continuing along said south line
North 89°35'37" East a distance of 2,156.47 feet to the southeast corner of the west 1/2 of the northwest 1/4 of the northeast 1/4 of said Section 15; thence along the east line of said west 1/2
North 00°19'09" West a distance of 1,318.61 feet to the northeast corner of said west 1/2; thence along the east line of the west 1/2 of the southwest 1/4 of the southeast 1/4 of aforesaid Section 10
North 00°03'42" West a distance of 932.97 feet to a point on the southerly right-of-way line of Genoa Lane; thence along said right-of-way line
North 71°30'07" West a distance of 2,747.74 feet to an angle point; thence continuing along said right-of-way line
North 71°38'33" West a distance of 464.76 feet to the beginning of a tangent curve to the right; thence continuing along said right-of-way line and curve which has a central angle of 01°28'12", a tangent length of 128.68 feet and an arc length of 257.35 feet and whose chord bears
North 70°54'27" West a distance of 257.34 feet to a point on the west line of aforesaid Section 10; thence leaving said right-of-way line and along said Section line

South 00°07'55" East a distance of 291.69 feet to the northeast corner of Lot 45 in Block 14 of the Townsite of Genoa and as described in deed filed for record April 4, 1975 in Book 475 at page 165 as document number 79259, Official Records of Douglas County, Nevada; thence along the boundary of the parcel described in said deed

South 73°24'50" East a distance of 296.60 feet; thence continuing along said boundary

South 00°10'10" East a distance of 225.70 feet; thence continuing along said boundary

North 87°20'24" West a distance of 284.68 feet to a point on the west line of aforesaid Section 10; thence leaving said boundary line and along said section line

South 00°07'10" East a distance of 148.18 feet to the south 1/16 corner common to aforesaid Sections 9 and 10; thence continuing along the line between said sections

South 00°07'32" East a distance of 540.73 feet to a point on the centerline of Foothill Road as described in aforesaid deed (Z/282); thence along said centerline

South 28°34'43" East a distance of 2,381.61 feet to the TRUE POINT OF BEGINNING and containing 133.32 acres more or less.

Subject to a right-of-way for Public Highway purposes as described in deed filed for record September 19, 1950 in Book Z of Deeds at page 282, Official Records of Douglas County, Nevada. (Foothill Road)

The Basis of Bearing for this description is the south line of the southwest 1/4 of Section 10, Township 13 North, Range 19 East, M.D.M., Douglas County, Nevada which bears North 89°32'33" East as shown on the Record of Survey filed for record September 28, 1989 in Book 989 at page 3944 as document number 211937, Official Records of Douglas County, Nevada.