**RECORDING REQUESTED BY:** 

**NV Energy** 

WHEN RECORDED RETURN TO:

NV Energy

/ Land Operations (S4B20)
P.O. Box 10100
Reno, NV 89520

Doc Number: **0831862** 

10/09/2013 02:54 PM OFFICIAL RECORDS

Requested By NV ENERGY

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

age: 1 Of 6

Bk: 1013 Pg: 2019

Fee: \$ 19.00

C30-23793 APN 1318-15-101-009 WORK ORDER # 3000284245

Grant of Easement for Electric

Grantor: Sierra Sunset, LLC

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)

Nate Hastings

Right of Way Agent

BK: 1013 PG 2020 10/9/2013

APN: 1318-15-101-009

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

## GRANT OF EASEMENT

Sierra Sunset, LLC, a Nevada limited liability company, ("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:

- to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus, and improvements ("Underground Utility Facilities") upon, over, under and through the property described in <u>Exhibit "A"</u> hereto and by this reference made a part of this Grant of Easement ("Easement Area 1");
- to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables in conduit ("Additional Utility Facilities") upon, over, under and through the property described in <u>Exhibit "B"</u> hereto and by this reference made a part of this Grant of Easement ("Easement Area 2");
- 3. for the unrestricted passage of vehicles and pedestrians within, on, over and across Easement Area 1, Easement Area 2, and the property described in Exhibit "C" hereto and by this reference made a part of this Grant of Easement ("Easement Area 3");
- 4. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area 1, Easement Area 2, and Easement Area 3; and
- 5. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of Easement Area 1 and Easement Area 2 as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in Easement Area 1 and Easement Area 2.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Underground Utility Facilities and/or the Additional Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on Easement Area 1 and/or Easement Area 2 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

Proj. #3000284245

Project Name: E-550 HWY 50-RES-E-TAHIZZLE, LLC

Reference Document: 0770715

GOE- DESIGN

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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 1 or Easement Area 2 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. 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 Easement Area 1 and Easement Area 2 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.

rra Sun**s**et, I

Title

STATE OF COUNTY OF Z

This instrument was acknowledged before me on September 16, 2013 by Kenneth K J. 18 as of Sierra Sunser 110

Signature of Notarial Officer

Notary Seal area ->

MAUREEN STAMPER **NOTARY PUBLIC** STATE OF NEVADA APPT No 13-9938-5 APPT, EXPIRES JAN +5 2017

APN: 1318-15-101-009 Ртој. #3000284245

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Reference Document: 0770715

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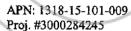
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## Exhibit A

Adjusted Parcel A on that certain Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment for Sierra Sunset, LLC, recorded in Douglas County, Nevada on September 17, 2010 as Document No. 0770714, Book 0910, Page 3895 and more particularly described in Grant, Bargain and Sale Deed in Furtherance of That Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment, recorded in Douglas County, Nevada on September 17, 2010 as Document No.0770715, Book 0910, Page 3896.

Notwithstanding the foregoing, with respect to the Underground Utility Facilities, Easement Area I shall be reduced to an area five (5) feet in width, being two and a half (2.5) feet on each side of the centerline of the Underground Utility Facilities originally installed in connection with Sierra Pacific Power Company Work Request Number 3000284245. Grantee may use this easement to provide service to any of its customers.



Project Name: E-550 HWY 50-RES-E-TAHIZZLE, LLC

Reference Document: 0770715

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## Exhibit B

Adjusted Parcel A on that certain Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment for Sierra Sunset, LLC, recorded in Douglas County, Nevada on September 17, 2010 as Document No. 0770714, Book 0910, Page 3895 and more particularly described in Grant, Bargain and Sale Deed in Furtherance of That Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment, recorded in Douglas County, Nevada on September 17, 2010 as Document No.0770715, Book 0910, Page 3896.

Notwithstanding the foregoing, with respect to the Additional Utility Facilities, Easement Area 2 shall be reduced to an area that includes the Additional Utility Facilities plus three (3) feet in all directions around the perimeter of the Additional Utility Facilities.

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Project Name: E-550 HWY 50-RES-E-TAHIZZLE, LLC

Reference Document: 0770715

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## Exhibit C

Adjusted Parcel A on that certain Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment for Sierra Sunset, LLC, recorded in Douglas County, Nevada on September 17, 2010 as Document No. 0770714, Book 0910, Page 3895 and more particularly described in Grant, Bargain and Sale Deed in Furtherance of That Record of Survey Supporting a Reversion to Acreage and a Boundary Line Adjustment, recorded in Douglas County, Nevada on September 17, 2010 as Document No.0770715, Book 0910, Page 3896.

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