

17-

Doc Number: **0839141**

03/07/2014 08:57 AM

OFFICIAL RECORDS

Requested By:
R O ANDERSON

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 4 Fee: \$ 17.00
Bk: 0314 Pg: 779



APN: 1219-23-001-046

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

GRANT OF EASEMENT

Flying Eagle Ranch, LLC. ("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 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 Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("Easement Area 1");
2. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("Additional Utility Facilities") upon, over, under and through the property described in Exhibit "B" 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

Proj. # 3000519568
Project Name: E-600 ARTEMESIA-RES-E-J&S LAND AND CATTLE
Reference Document: 0444003
GOE- _DESIGN

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 Grantee exercises its rights under numbered paragraph 5 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.

GRANTOR:

FLYING EAGLE RANCH, LLC

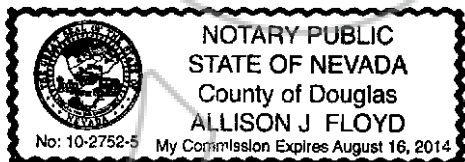
Nathan A. Leising
By: Nathan Leising
Title: MANAGER

STATE OF Nevada)
COUNTY OF Douglas)

This instrument was acknowledged before me on March 6, 2014 by Nathan Leising as Manager of Flying Eagle Ranch, LLC.

Allison J. Floyd
Signature of Notarial Officer

Notary Seal area →

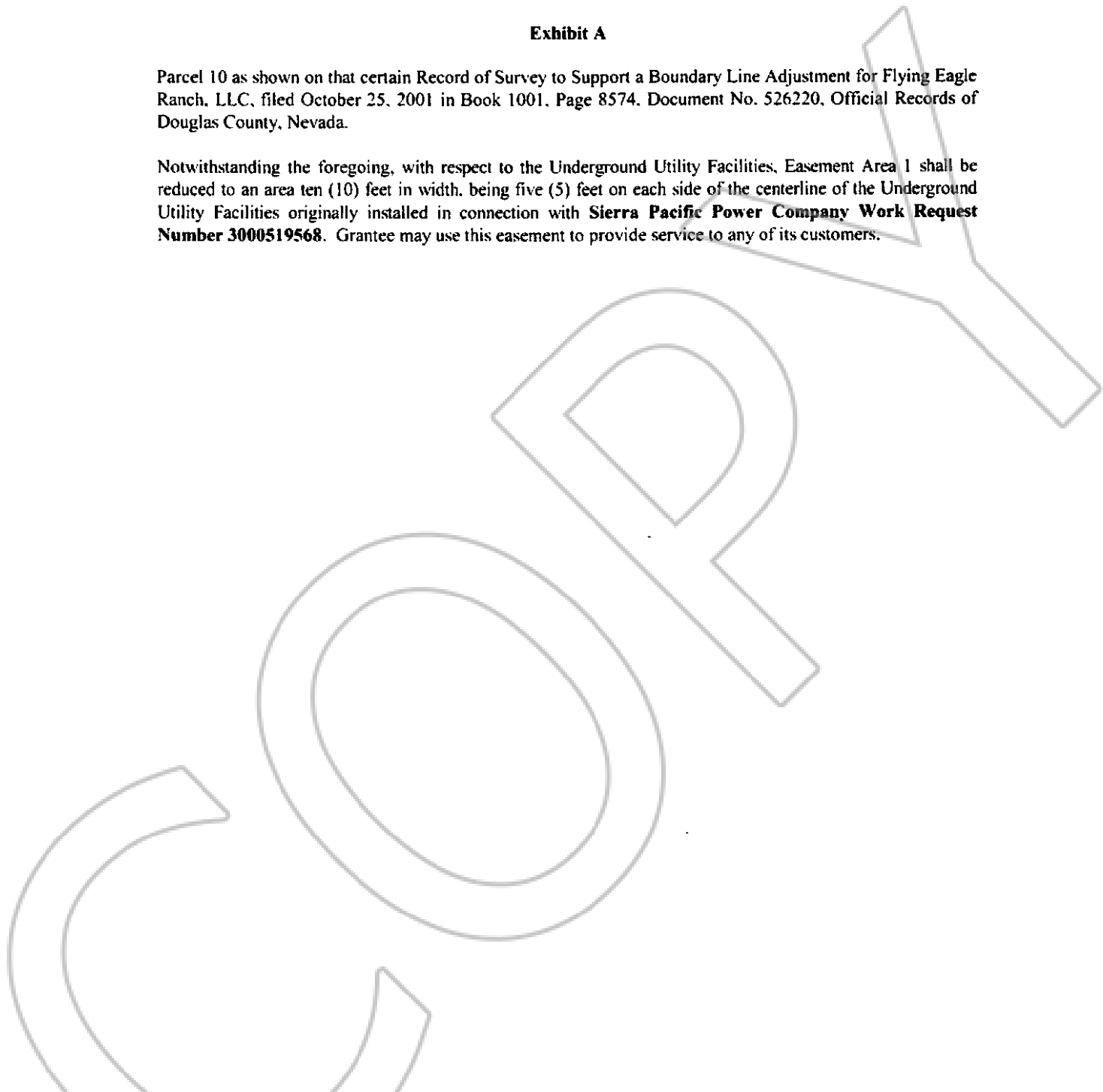


APN:1219-23-001-046
Proj. # 3000519568
Project Name: E-600 ARTEMESIA-RES-E-J&S LAND AND CATTLE
Reference Document: 0444003
GOE DESIGN

Exhibit A

Parcel 10 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for Flying Eagle Ranch, LLC, filed October 25, 2001 in Book 1001, Page 8574, Document No. 526220, Official Records of Douglas County, Nevada.

Notwithstanding the foregoing, with respect to the Underground Utility Facilities, Easement Area 1 shall be reduced to an area ten (10) feet in width, being five (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 3000519568**. Grantee may use this easement to provide service to any of its customers.

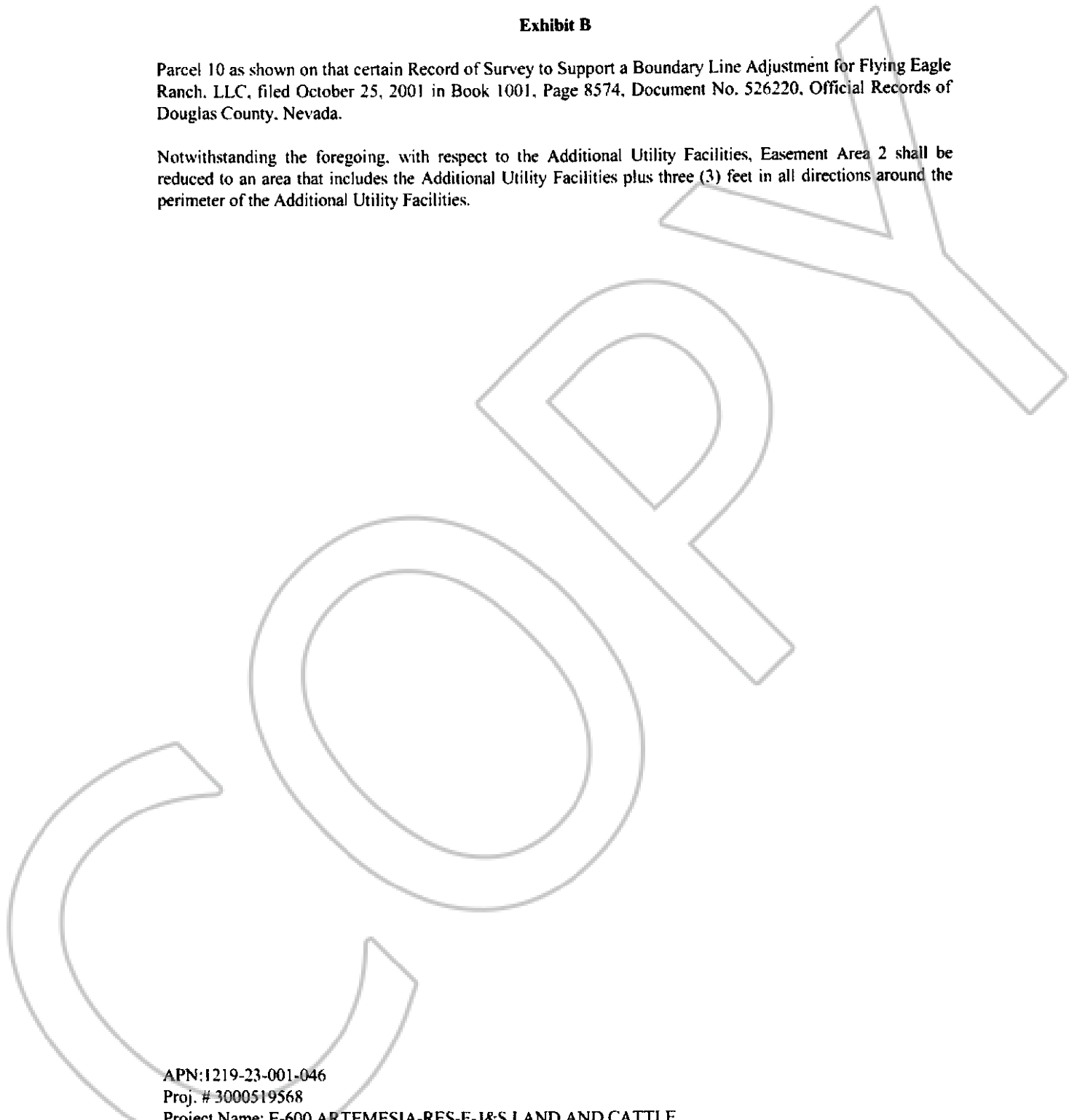


APN:1219-23-001-046
Proj. # 3000519568
Project Name: E-600 ARTEMESIA-RES-E-J&S LAND AND CATTLE
Reference Document: 0444003
GOE_DESIGN

Exhibit B

Parcel 10 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for Flying Eagle Ranch, LLC, filed October 25, 2001 in Book 1001, Page 8574, Document No. 526220, Official Records of Douglas County, Nevada.

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.



APN: 1219-23-001-046
Proj. # 3000519568
Project Name: E-600 ARTEMESIA-RES-E-J&S LAND AND CATTLE
Reference Document: 0444003
GOE_DESIGN