Rec:\$21.00 Total:\$21.00



RESOURCE CONCEPTS INC

Pas=8

APN(s): 1320-06-001-012

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



KAREN ELLISON, RECORDER

## **GRANT OF EASEMENT**

Bently Family, LLC, a Nevada limited liability company, ("Grantor"), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("Grantee") and its successors and assigns a perpetual right and easement:

- 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 legally described and generally depicted in <a href="Exhibit A">Exhibit A</a> attached 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 legally described in <a href="Exhibit B">Exhibit B</a> attached 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 Utility 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

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Project Name: Bently Family, LLC Easement

Reference Document: 2016-876068

GOE 1 (Rev. 3/2014)

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 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.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

APN(s): 1320-06-001-012

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GRANTOR:
BENTLY FAMILY, LLC
Iffrey & Santoc
By: JEFFREY R JARBOE
By: VEFFREY K JARBOE  PRINT NAME
Title:CFO
STATE OF Nevada )
COUNTY OF Douglas ) ss.
This instrument was acknowledged before me on March 14 <sup>th</sup> , 20 16 by Jeffrey, Jav by C. FO of Bently Family, LLC.
All
Signature of Notarial Officer
Notary Seal Area → EMILY TEDORE  Notary Public - State of Nevada  Appointment Recorded in Carson City
No: 12-9076-3 - Expires October 1, 2016

APN(s): 1320-06-001-012 NH22970 Project Name: Bently Family, LLC Easement Reference Document: 2016-876068

GRANTOR:	^
BENTLY FAMILY, LLC	
SIGNATURE	\ \
By: Brack Tree	\ \
Title: Chief Operating Officer	$\neg 1$
STATE OF) ss.	
COUNTY OF ) ss.	
This instrument was acknowledged before me on, 20 by of Bently Family, LLC.	as
Signature of Notarial Officer	
Notary Seal Area →	

APN(s): 1320-06-001-012 NH22970

Project Name: Bently Family, LLC Easement Reference Document: 2016-876068

State of California County of San Francisco

On MURCH 14, 2016 before me, Yvette Marie Conde, personally	1
appeared BAGM T FREY	١ ١
who proved to me on the basis of satisfactory evidence to be the person whose name	is
subscribed to the within instrument and acknowledged to me that Meexecuted the sar	
authorized capacity, and that by beignature on the instrument the person, or the	e 🔪
entity upon behalf of which the person acted, executed the instrument.	

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

YVETTE MARIE CONDE Commission # 1988083 Notary Public - California San Francisco County My Comm. Expires Sep 11, 2016

Name of Document:

GRANT OF EASTMENT

Date of Document:

maket 14, 2016

## LEGAL DESCRIPTION PUBLIC UTILTITY EASEMENT Douglas County APN 1320-06-001-012

A strip of land being 15 feet in width for the purpose of a public utility easement for the installation and maintenance of an electrical power line and its appurtenances across a portion of that land previously described as Parcel 1 on the Record of Survey to Support a Boundary Line Agreement as filed for record on May 12, 2015, at Document no. 2015-861831 in the office of the Douglas County Recorder, lying entirely within the Southwest One-Quarter of the Northeast One-Quarter of Section 6, Township 13 North, Range 20 East of the Mount Diablo Meridian, Douglas County, Nevada, and being more particularly described as follows:

Commencing at the NE corner of said Parcel 1, being a 5/8 inch rebar with no tag; Thence S 89°39'17"E along the North line of said Parcel 1 a distance of 635.46 feet to the POINT OF BEGINNING;

Thence continuing S 89°39'17"E along said North line of Parcel 1 a distance of 15.01 feet;

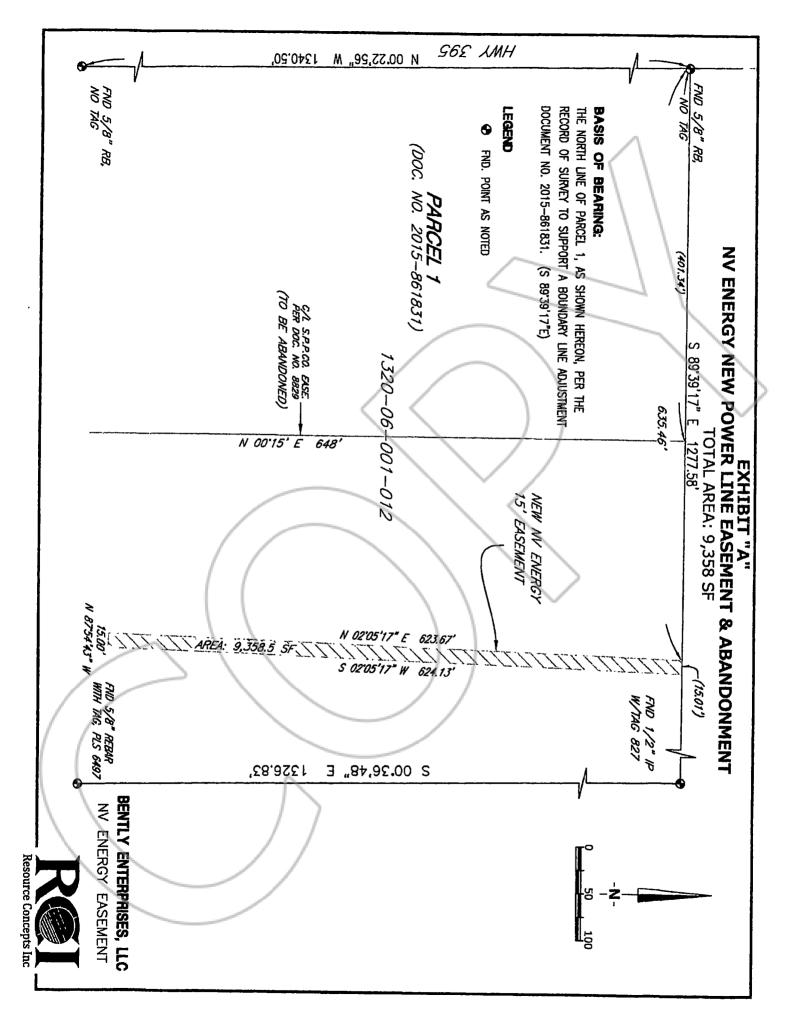
Thence S 02°05'17"W a distance of 624.13 feet; Thence N 87°54'43"W a distance of 15.00 feet; Thence N 02°05'17"E a distance of 623.67 feet to the POINT OF BEGINNING;

Containing 9,358 square feet, more or less.

<u>Basis of Bearings</u>: The North line of said Parcel 1 as shown on the Record of Survey to Support a Boundary Line Agreement as filed for record on May 12, 2015, at Document no. 2015-861831 in said Douglas County records. (S 89°39'17"E)

OHO No. 18291

Prepared by: Richard B. Byrem, Nevada PLS No. 18297 Resource Concepts, Inc. 212 Elks Point Road, Suite 443 PO Box 11796, Zephyr Cove, NV 89448 (775) 588-7500



## Exhibit B

A parcel of land located within the northeast one-quarter of Section 6, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of U.S. Highway 395, which bears S. 62°15'16" W., 2900.26 feet from the northeast corner of said Section 6, also being the northwest corner of the 34.65 acre Hopkins parcel as shown on the Record of Survey To Support a Lot Line Adjustment For Robert W. & Lenore T. Hopkins, Filed for record January 9, 1990, in Book 190, Page 1642, as Document No. 217909, Official Records of Douglas County, Nevada;

thence along the northerly boundary line of said Hopkins parcel, S. 89°39'17" E., 1,121.44 feet to a point on the westerly boundary line of Parcel 1 as shown on the Record of Survey to Support a Lot Line Adjustment for Donald E. Bently, filed for record August 8, 1995, in Book 895, Page 1269, as Document No. 367915, Official Records;

thence along said northerly boundary line of Parcel 1, S. 89°39'17" E., 156.14 feet; thence S. 00°36'48" E., 1,326.83 feet to a point on the southerly boundary line of said Parcel 1; thence S. 89°43'53" W., 1,282.83 feet to the southwest corner of said Hopkins parcel, also being a point on said easterly right-of-way line of U.S. Highway 395; thence along said right-of-way line, N. 00°22'56" W, 1,340.50 feet to the POINT OF

BEGINNING;

Containing 39.193 acres, more or less.

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