

APN(s): 1320-23-002-001, 1320-22-000-011, 1320-22-000-012

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

GRANT OF EASEMENT

Bently Family Limited Partnership, (“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.

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 legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“Easement Area”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. 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 3 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, 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.

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RW# wk20588
Proj. # LRCOKA0HLR
Project Name: 635 Line Relocation
GOE (Rev. 2016)

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]



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W.O. LRC0KA0HLR
Bently Family Limited Partnership
APN: 1320-22-000-011
1320-22-000-012
1320-23-002-001

EXHIBIT "A"
EASEMENT

A portion of the Southeast quarter of Section 22 and the Southwest quarter of Section 23, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land described in a Grant, Bargain and Sale Deed, recorded as File Number 0533880 on February 1, 2002, Official Records of Douglas County, Nevada.

An easement, 40 feet in width, lying 20 feet on each side of the following described centerline:

COMMENCING at a 5/8" Rebar marking the southeast corner of APN 1320-22-000-011 per Exhibit "A", Section 27 in said Grant, Bargain and Sale Deed;

THENCE along the south boundary line of said assessor parcel numbers, North 89°10'03" West, 585.49 feet to the **POINT OF BEGINNING**;

THENCE leaving said south boundary line of the grantor, North 04°24'35" West, 20.08 feet;

THENCE South 89°10'04" East, 2997.50 feet to the **TERMINUS OF THIS DESCRIPTION**.

The sidelines of said easement are to be extended or truncated as to terminate on the south and west lines of the Grantor.

Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 60 feet from poles so supported. As shown on attached Exhibit A-1.

Said Easement contains 2.83 acres more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

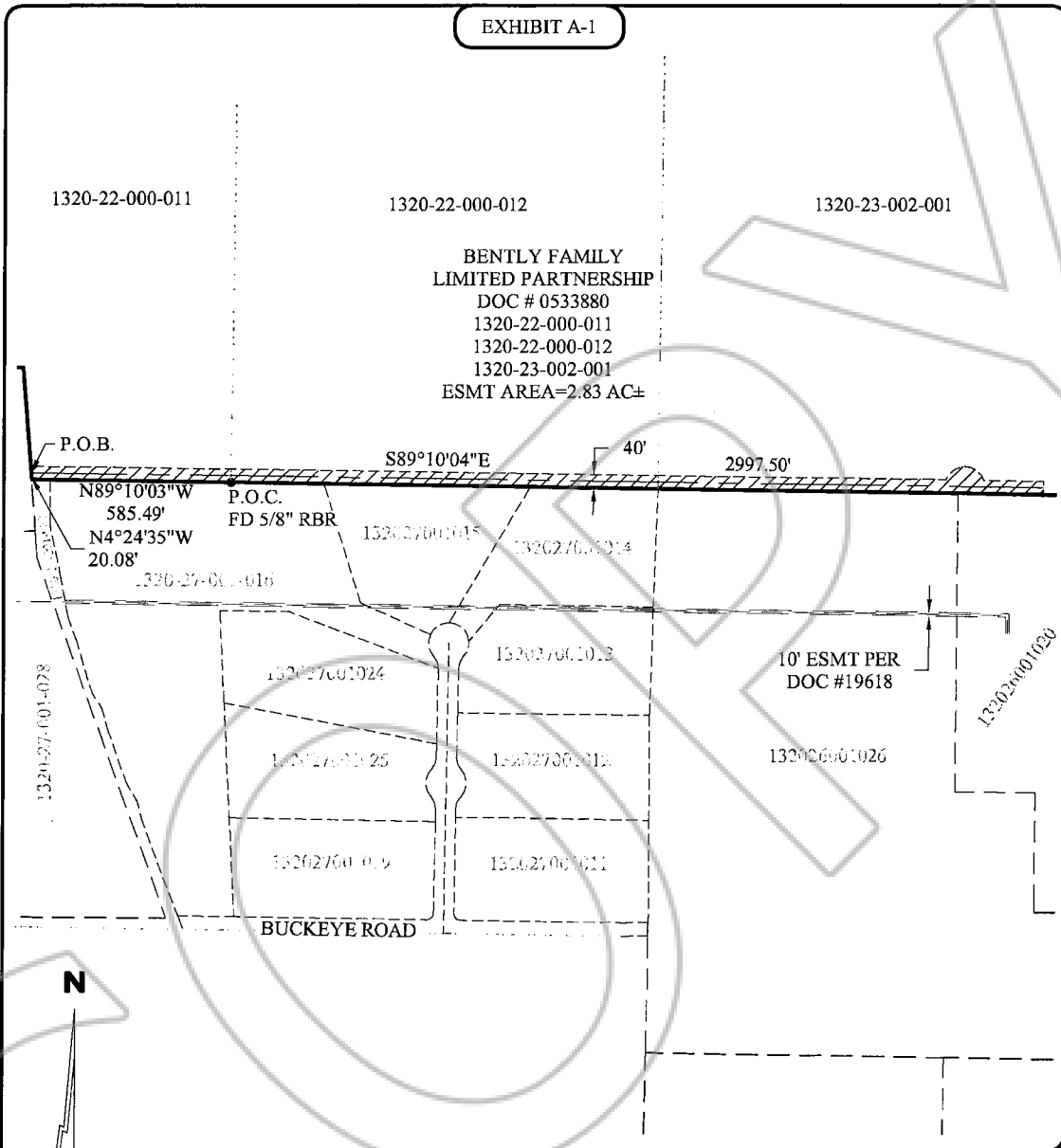


The Basis of Bearings for this Exhibit is Nevada State Plane Coordinate System, West Zone, NAD 83, USFT, as established with GPS observations.

Prepared by Seth Horm, L.S.I.



EXHIBIT A-1



N



SCALE: 1" = 500'

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NV Energy 6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
EASEMENT
BENTLY FAMILY LIMITED PARTNERSHIP
APN #1320-22-000-011 & 12
APN #1320-23-002-001

T. 13 N. R. 20 E. S. 22/23
MINDEN DOUGLAS NEVADA

04/21/17 1 OF 1