

DOC # 0213358

06/29/2009

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Official Record

Recording requested By
SIERRA PACIFIC POWER CO

Eureka County - NV
Mike Rebaleati - Recorder

Fee \$18.00

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RPTT:

Recorded By: FES

Book- 0487 Page- 0363

APN# 004-020-060

Recording Requested by:

Name: NV Energy

Address: PO Box 10100

City/State/Zip: Reno, NV 89520

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____



0213358

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____

(State specific law)

Debra Cunningham Land Operations Clerk
Signature (Print name under signature) Title
Debra Cunningham

Easement
(Insert Title of Document Above)

Only use the following section if one item applies to your document

This document is being re-recorded to _____

-OR-

This document is being recorded to correct document # _____, and is correcting

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

APN: 004-020-060

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

GRANT OF EASEMENT

Elko Land and Livestock, a Nevada Corporation ("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" and Exhibit "B" 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;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) 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, caused by Grantee constructing, operating, adding to, maintaining, and 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.

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 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,

RW#

Proj. #

Project Name:

Reference Document:


GOE

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.

The Grantee, with reasonable written notice from Grantor, shall relocate the Utility Facilities constructed pursuant to this easement to suitable location(s) upon Grantor's property, provided Grantor furnishes the necessary rights of way at no cost to Grantee, and Grantor bears all costs of relocation.

GRANTOR:

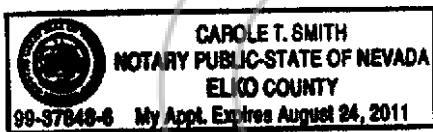
Elko Land and Livestock, a Nevada corporation


By: Robert L. Chapman
Title: Vice President

STATE OF Nevada)
COUNTY OF Elko)

This instrument was acknowledged before me on June 16, 2009 by Robert L. Chapman a
vice president of ELCO.


Signature of Notarial Officer



Notary Statement and/or Seal

APN:
RW#
Proj. #
Project Name:
Reference Document:
GOE



APN : 004-020-06

03-17-09

OWNER : ELKO LAND & LIVESTOCK CO.

EXHIBIT "A"
LEGAL DESCRIPTION

Those portions of Sections 21 and 22, T36N, R49E, MDM, more particularly described as follows:

A strip of land of varying width, lying 45.00 feet on the south side and varying width on the north side of the following described centerline:

Commencing at the Northwest corner of said Section 22, thence S00°06'27"W, along the West line of the Northwest 1/4 of said Section 22, 43.18 feet, to a point hereinafter known as Point "A", and the **Point of Beginning**, thence along the following two courses;

1. N63°23'27"W, 47.42 feet;
2. N89°49'33"W, 518.11 feet.

Together with a strip of land 90.00 feet in width, lying 45.00 feet on each side of the following described centerline:

Beginning at said Point "A", thence along the following two courses;

1. S63°23'27"E, 1532.95 feet, to a point hereinafter known as Point "B";
2. S01°39'27"E, 598.41 feet to the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 22

Together with the area up to 100.00 feet from the aforementioned Point "B", lying Easterly of and adjacent to the above mentioned 90.00 foot wide strip of land.

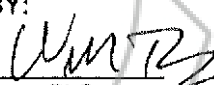
The side lines of said strip of land terminating Southerly on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 22.

Said strip of land containing 5.53 acres more or less.

Basis of Bearings: West line of the Northwest 1/4 of said Section 22 being S00°06'27"W.

All as shown on EXHIBIT "B" attached hereto, and by this reference, made a part hereof.

PREPARED BY:


William T. Kruger, PLS

061509

Date

063011

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P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com



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EXHIBIT B

004-020-01

BLM

NW COR. SEC 22 BRASS CAP

S00°06'27"W
VARIES 43.18'

POINT "A"
POB

45.00'
N89°49'33"W
518.11'
N63°23'27"W
47.42'

ESMT
5.53 AC

S63°23'27"E 1532.95'
90.00'

POINT "B"
S01°39'27"E
598.41'
R=100'

004-020-06

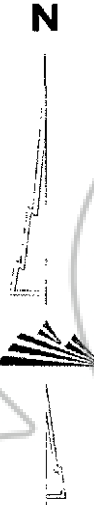
ELLCO

004-020-02

BLM

W1/4 SEC 22 BRASS CAP

004-020-07
BGMI



SCALE: 1"=1000'

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EXHIBIT MAP
ELKO LAND
& LIVESTOCK CO.
APN 004-020-06

SEC 21 & 22, T36N, R49E, MDM
EUREKA COUNTY NEVADA



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

MARCH 2009

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