

Doc Number: **0829747**

08/29/2013 02:36 PM

OFFICIAL RECORDS

Requested By:
DC/PARKS & RECREATION

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 6 Fee: \$ 0.00
Bk: 0813 Pg: 8097



Deputy pk

Assessor's Parcel Number: 1220-04-601-028

Date: AUGUST 29, 2013

Recording Requested By:

Name: LIZ BAUMGARTNER, PARKS & RECREATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

GRANT OF EASEMENT #2013.202

(Title of Document)

This page added to provide additional information required by NRS 111 312 Sections 1-2 (Additional recording fee applies)

This cover page must be typed or legibly hand printed.



2013 AUG 29 AM 12:36

APN: 1220-04-601-028

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

TED THIRAN
CLERK
[Signature]

GRANT OF EASEMENT

Douglas County, a political subdivision of the State of Nevada, ("**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 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 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.

GRANTOR:

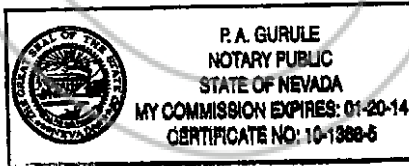
~~Douglas County~~

By: Scott Morgan
Title: Douglas County Comm. Serv. Director

STATE OF NEVADA
COUNTY OF DOUGLAS

This instrument was acknowledged before me on AUGUST 28 by P.G. as NOTARY of Douglas County.

P.A. Gurule
Signature of Notarial Officer



Notary Seal area →

Exhibit A

Adjusted Parcel 2 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for Douglas County filed in the Office of the Douglas County Recorder in Book 1112, Page 5408, Document No. 813165 on November 20, 2012 and further described as Adjusted Parcel 2 in Grant Deed for Boundary Line Adjustment #2012.258 filed in the Office of the Douglas County Recorder in Book 1112, Page 5400, Document No. 813164 on November 20, 2012.

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 3000330366**. Grantee may use this easement to provide service to any of its customers.

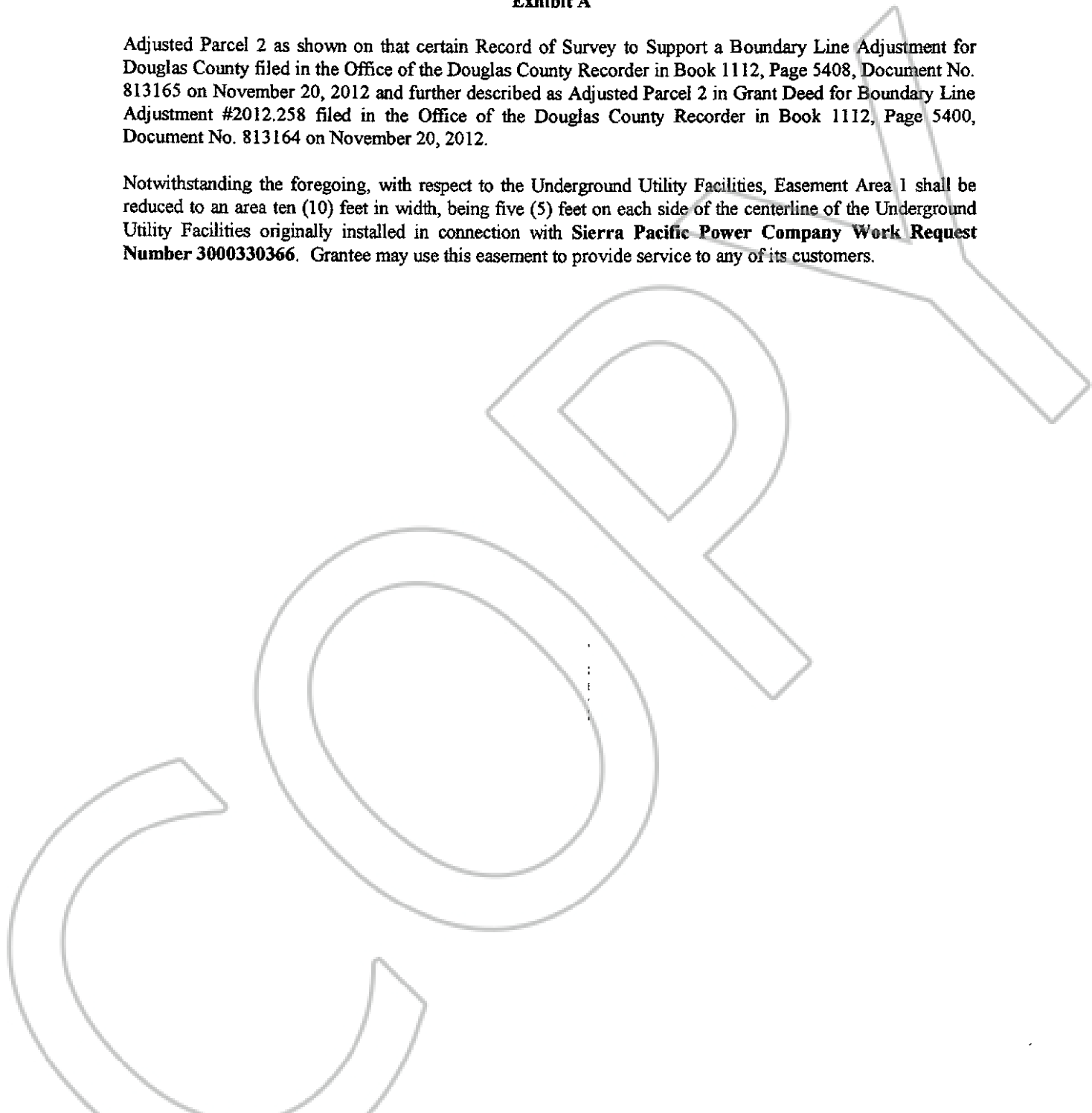


Exhibit B

Adjusted Parcel 2 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for Douglas County filed in the Office of the Douglas County Recorder in Book 1112, Page 5408, Document No. 813165 on November 20, 2012 and further described as Adjusted Parcel 2 in Grant Deed for Boundary Line Adjustment #2012.258 filed in the Office of the Douglas County Recorder in Book 1112, Page 5400, Document No. 813164 on November 20, 2012.

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.

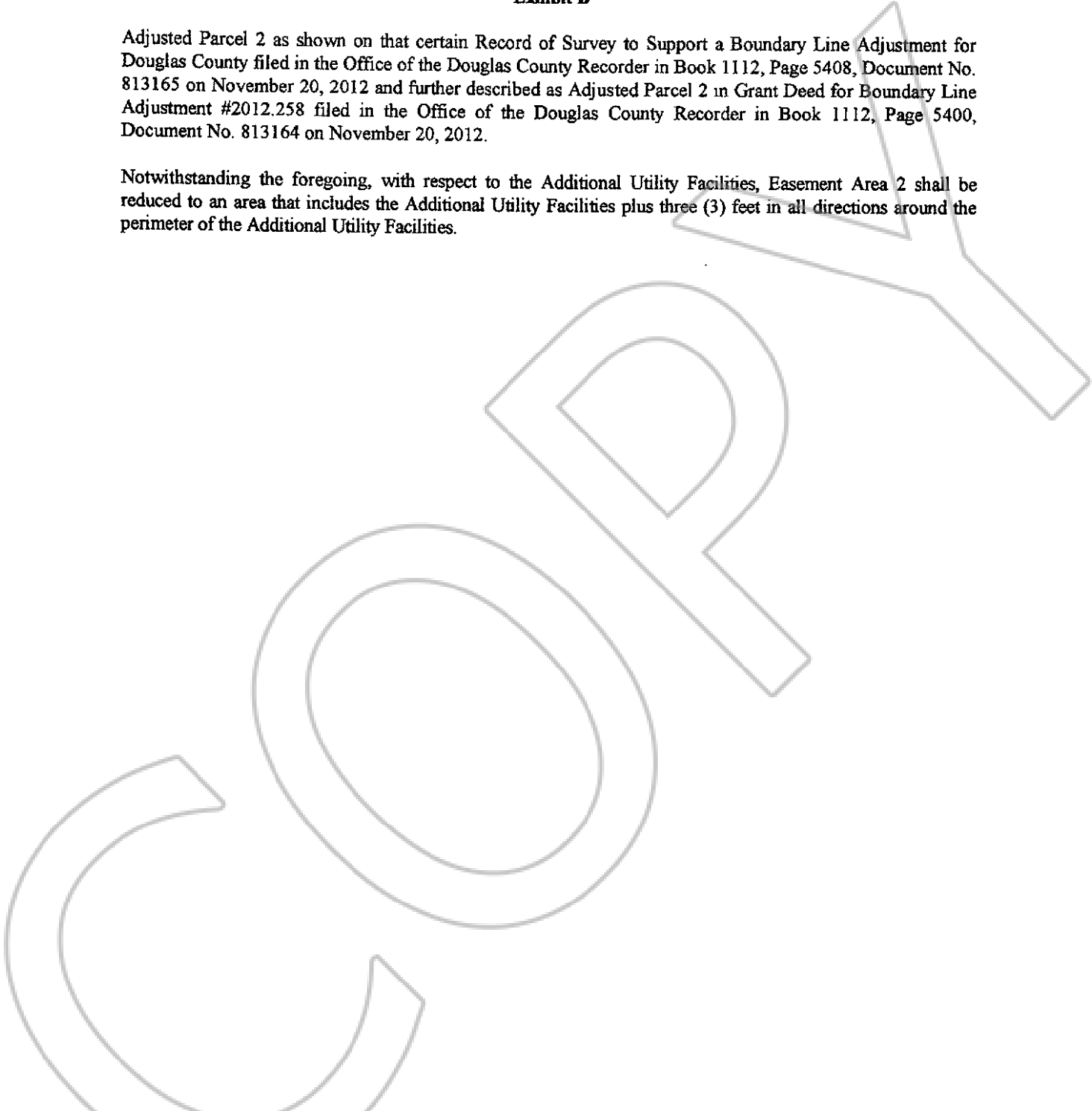
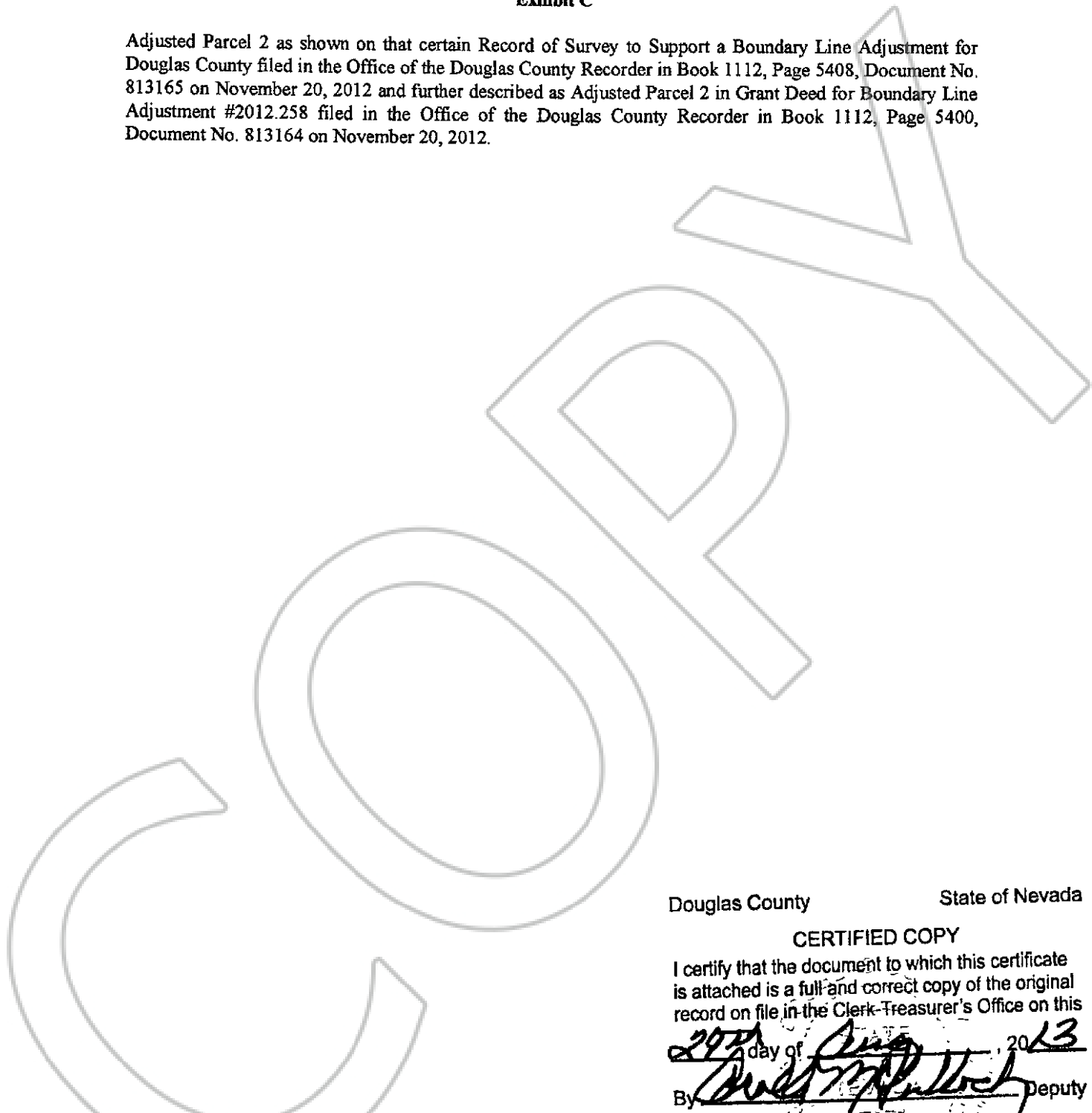


Exhibit C

Adjusted Parcel 2 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for Douglas County filed in the Office of the Douglas County Recorder in Book 1112, Page 5408, Document No. 813165 on November 20, 2012 and further described as Adjusted Parcel 2 in Grant Deed for Boundary Line Adjustment #2012.258 filed in the Office of the Douglas County Recorder in Book 1112, Page 5400, Document No. 813164 on November 20, 2012.



Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

29th day of Aug, 2013

By [Signature] Deputy

APN: 1220-04-601-028
Proj. #3000330366
Project Name: E-1329 WATERLOO LN-COML-E-DOUGLAS COUNTY
Reference Document: 813164
GOE_DESIGN