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Doc Number: **0846008**

07/11/2014 11:03 AM

OFFICIAL RECORDS

Requested By:  
DC/SCHOOL DISTRICT

APN(s): 1320-30-302-002

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

WHEN RECORDED MAIL TO:

Property Services  
NV Energy  
P.O. Box 10100 MS S4B20  
Reno, NV 89520

Page: 1 Of 6 Fee: \$ 19.00  
Bk: 0714 Pg: 2193



Deputy SD

### GRANT OF EASEMENT

Douglas County School District, a political Subdivision of the State of Nevada, ("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 and generally depicted in Exhibit 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 Exhibit B 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

Proj. #3000580102

Project Name: E-1670 HWY 88-COML-E-DOUGLAS COUNTY SCHOOL DISTRICT

Reference Document: 0724840

GOE

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]*

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Proj. #3000580102  
Project Name: E-1670 HWY 88-COML-E-DOUGLAS COUNTY SCHOOL DISTRICT  
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**W.O. 3000580102**  
**Douglas County School District**  
**APN: 1320-30-302-002**

**EXHIBIT "A"**  
**EASEMENT**

A portion of the Southwest quarter of Section 30, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada; situated within the Parcel of land described in the Boundary Line Adjustment Grant, Bargain, Sale Deed, recorded as document number 0724840 on June 11, 2008, Official Records of Douglas County, Nevada; more particularly described as follows:

An easement, 10 feet in width, lying 5 feet on each side of the following described centerline:

**Commencing** at a Found 5/8" rebar with illegible cap marking the south right of way line of Mahogany Drive as shown on the Record of Survey to Support a Boundary Line Adjustment for Fitness LLC and Riverbend Recreation Village, recorded as document number 529450 on December 6, 2001, Official Records of Douglas County, Nevada;

Thence North 41°48'16" East, 1157.33 feet to the easterly property line of said parcel and the **point of beginning**;

Thence leaving said easterly property line South 88°13'56" West, 154.36 feet;

Thence North 31°47'37" West, 11.25 feet to the **terminus of this description**.

The sidelines of said easement are to be extended or truncated as to meet at angle points and terminate on the westerly boundary of said parcel.

Said Easement contains 1656 square feet of land more or less.

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

The Basis of Bearings for this Exhibit is said Record of Survey.

Prepared By: Leland Johnson

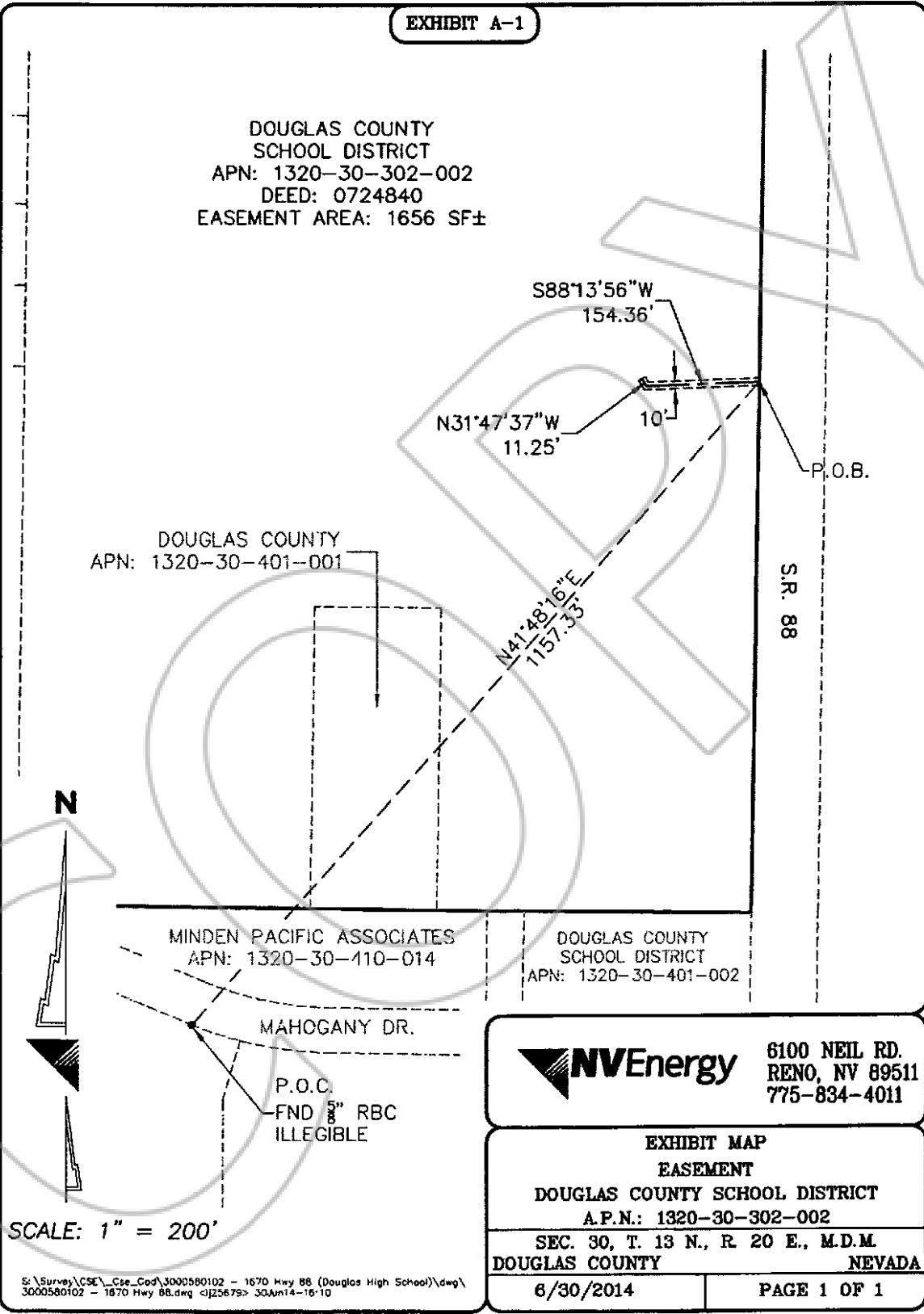
**EXHIBIT A-1**

DOUGLAS COUNTY  
SCHOOL DISTRICT  
APN: 1320-30-302-002  
DEED: 0724840  
EASEMENT AREA: 1656 SF±

DOUGLAS COUNTY  
APN: 1320-30-401-001

MINDEN PACIFIC ASSOCIATES  
APN: 1320-30-110-014

DOUGLAS COUNTY  
SCHOOL DISTRICT  
APN: 1320-30-401-002



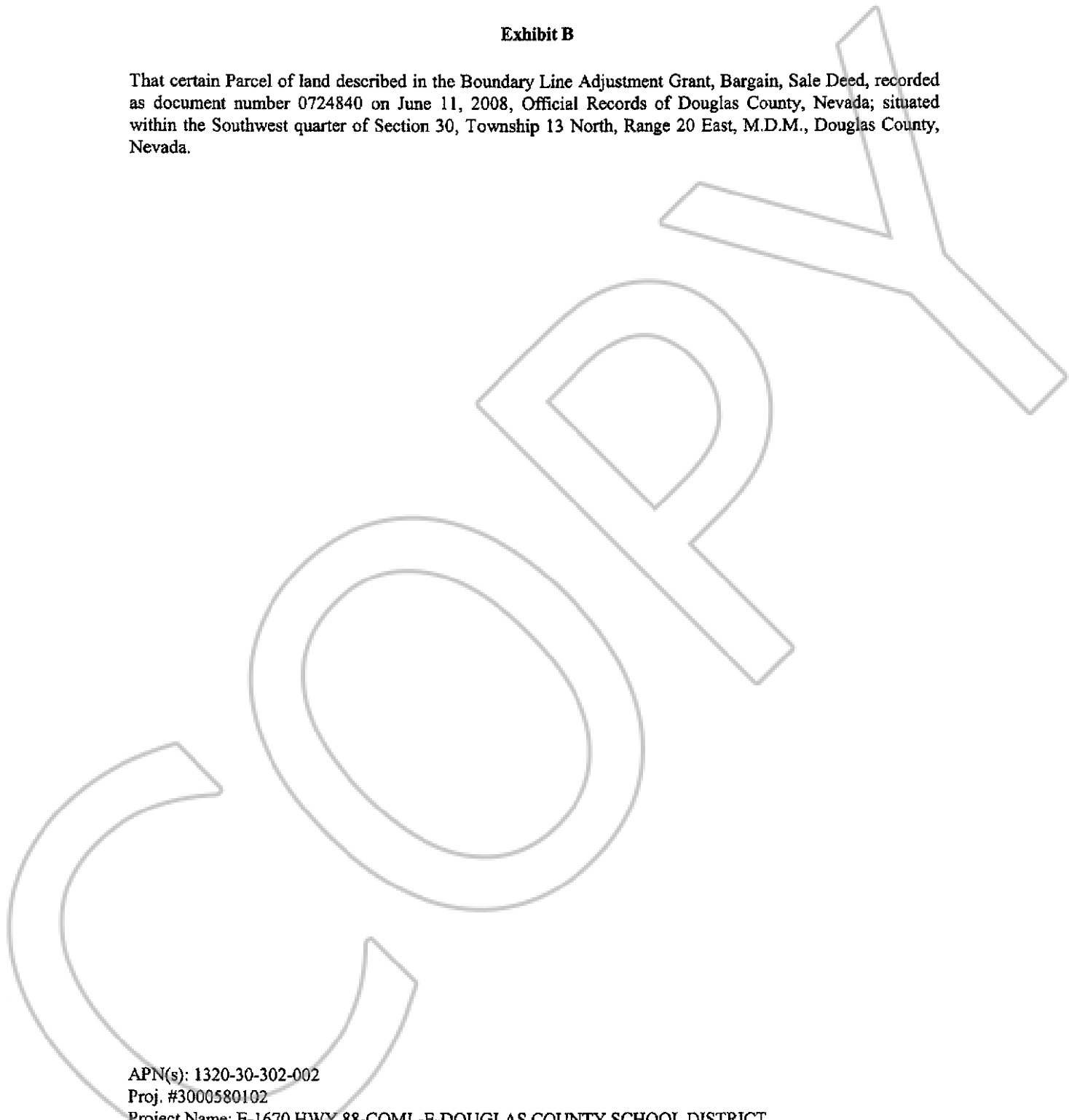
6100 NEIL RD.  
RENO, NV 89511  
775-834-4011

<b>EXHIBIT MAP</b>	
<b>EASEMENT</b>	
<b>DOUGLAS COUNTY SCHOOL DISTRICT</b>	
<b>A.P.N.: 1320-30-302-002</b>	
<b>SEC. 30, T. 13 N., R. 20 E., M.D.M.</b>	
<b>DOUGLAS COUNTY NEVADA</b>	
<b>6/30/2014</b>	<b>PAGE 1 OF 1</b>

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**Exhibit B**

That certain Parcel of land described in the Boundary Line Adjustment Grant, Bargain, Sale Deed, recorded as document number 0724840 on June 11, 2008, Official Records of Douglas County, Nevada; situated within the Southwest quarter of Section 30, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada.



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