DOUGLAS COUNTY, NV

KAREN ELLISON, RECORDER

Rec:\$21.00 Total:\$21.00 NV ENERGY 2015-857719

03/03/2015 02:16 PM

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## RECORDING REQUESTED BY:

**NV Energy** 

WHEN RECORDED RETURN TO:

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

C30- **QUIPO**APN 1318-22-002-002
WORK ORDER # 3000724993 & 3000727697

Grant of Easement for

Electric

**Grantor:** 

Tahoe Shores LLC

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

The undersigned hereby affirms that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

Nate Hastings

Senior Right of Way Agent

APN(s): 1318-22-002-002

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

### GRANT OF EASEMENT

Tahoe Shores 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:

- 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 <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

Proj. #3000727697

Project Name: E-301 EUGENE-OH 3PH RELO-CIAC-E-KGID

Reference Document: 787255

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(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]

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## **GRANTOR:**

**Tahoe Shores LLC** 

Title: MANAGENY Member

STATE OF Nevada

county of Douglas

This instrument was acknowledged before me on Maunging member of Tahoe Shores LLC.

\_, 2014 by Robert Mecayas

Signature of Notarial Office

Notary Seal Area →

OARRICK JAY 013 SELL
Notary Public, State of Nevada
Appointment No. 08-7788-2
My Appt. Expires Aug 19, 2016

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Reference Document: 787255

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W.O. 3000724993 Tahoe Shores, LLC APN: 1318-22-002-002

### EXHIBIT "A" EASEMENT

A portion of the Southeast quarter of Section 22, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada; situated within the Parcel of land described in the Grant, Bargain, Sale Deed, recorded as document number 787255 on July 29, 2011, Official Records of Douglas County, Nevada; more particularly described as follows:

# **EASEMENT 1**

An easement, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

Commencing at a Found 3/4" Iron Pipe with Illegible Cap marking the southernmost corner of said parcel;

Thence North 56°40'09" West, 140.65 feet to the northeasterly line of an existing Right of Way Grant, recorded as document number 22911on July 3, 1963, Official Records of Douglas County, Nevada, said point being the **point of beginning**;

Thence North 33°00'29" East, 138.25 feet;

Thence South 61°47'13" East, 19.96 feet to Point A;

Thence continuing South 61°47'13" East, 110.31 feet to the southeasterly property line of said parcel and 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 northeasterly boundary of said Right of Way Grant and the southeasterly property line of said parcel.

Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

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# **EASEMENT 2**

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

Beginning at aforementioned Point A;

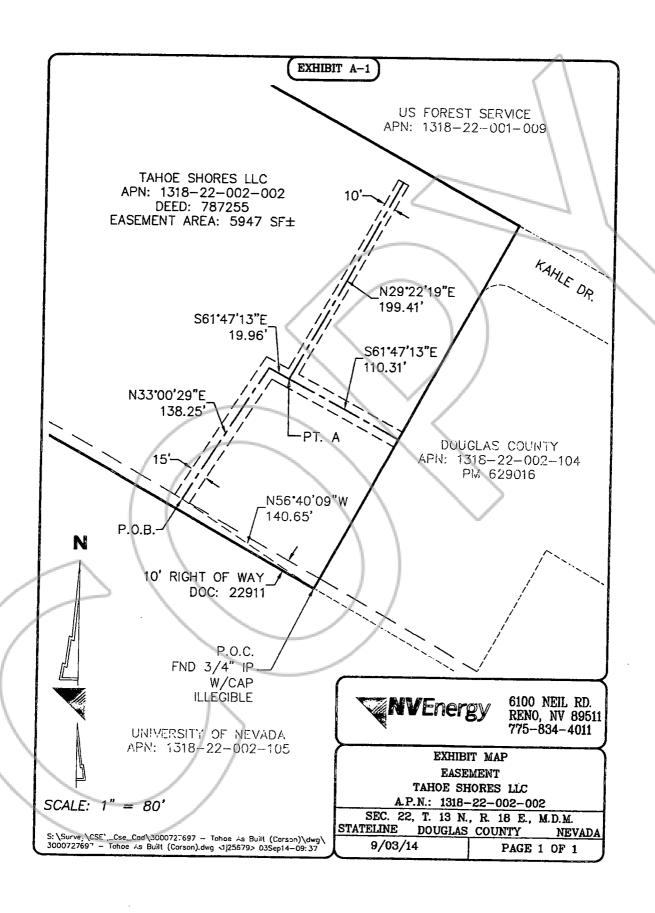
Thence North 29°22'19" East, 199.41 feet to the terminus of this description.

Said Easements contains 5947 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 Grant, Bargain, Sale Deed.

Prepared By: Leland Johnson



### Exhibit B

BEING A PORTION OF THE SOUTH ONE-HALF AND THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26 AND 27 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 60°13' WEST, A DISTANCE OF 127.20 FEET: THENCE NORTH 61° WEST, A DISTANCE OF 1340.20 FEET TO THE MOST EASTERLY CORNER OF THE NEVADA STATE FARM BUREAU PROPERTY AS DESCRIBED IN THE DEED RECORDED JANUARY 7, 1954 IN BOOK B-1 OF DEEDS. AT PAGE 14, DOUGLAS COUNTY. NEVADA, RECORDS, BEING ALSO THE SOUTHWESTERLY CORNER OF THE PROPERTY SHOWN ON THE MAP OF OLIVER PARK, AS FILED ON FEBRUARY 2, 1959 IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA; THENCE NORTH ALONG THE EASTERLY LINE OF SAID FARM BUREAU PROPERTY, A DISTANCE OF 300.00 FEET TO AN ANGLE POINT, AND BEING THE NORTHWESTERLY CORNER OF LOT 16, IN BLOCK 3 AS SHOWN ON THE MAP OF OLIVER PARK; THENCE CONTINUING ALONG THE NORTHEASTERLY AND NORTHERLY LINES OF SAID FARM BUREAU PROPERTY, AND THE SOUTHERLY LINE OF THE PROPERTY CONVEYED TO TAHOE VILLAGE PROPERTIES, INC., BY DEED RECORDED AUGUST 19, 1955 IN BOOK B-1 OF DEEDS, AT PAGE 417, DOUGLAS COUNTY, NEVADA, RECORDS, NORTH 32°20'40" WEST, A DISTANCE OF 362.80 FEET; THENCE CONTINUING ALONG THE LINE COMMON TO SAID PROPERTIES NORTH 60°40'41" WEST, A DISTANCE OF 648.68 FEET, TO THE SOUTHWESTERLY CORNER OF THE PROPERTY CONVEYED TO R. D. KEILLOR, ET AL, BY DEED RECORDED APRIL 16, 1963 IN BOOK 16 OF OFFICIAL RECORDS, AT PAGE 695, DOUGLAS COUNTY, NEVADA, RECORDS; THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING, NORTH 60°46'32" WEST (NORTH 60°40'53" WEST), 1744.35 FEET; (1744.33 FEET) THENCE NORTH 81°15'50" WEST (NORTH 81°12'08" WEST), 399.30 FEET (399.40 FEET) TO THE SOUTHWESTERLY CORNER OF THE PROPERTY CONVEYED TO TAHOE VILLAGE PROPERTIES, INC., AS ABOVE REFERRED TO; THENCE NORTH 00°02'04" WEST (NORTH), 217.00 FEET ALONG THE WEST LINE OF SAID PROPERTY; THENCE NORTH 86°49'14" EAST (NORTH 86°55'13" EAST), ALONG THE NORTHERLY LINE OF SAID PROPERTY, A DISTANCE OF 561.96 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 61°16'41" EAST (SOUTH 61°11'11" EAST), A DISTANCE OF 1747.00 FEET, TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS SOUTH 28°48'49" WEST; THENCE SOUTH 28°44'42" WEST (SOUTH 28°48'49" WEST), ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF THE PROPERTY CONVEYED TO R. D. KEILLOR, ET AL, AS ABOVE REFERRED TO AND THE WESTERLY LINE THEREOF, A DISTANCE OF 366.03 FEET (365.71 FEET) TO THE TRUE POINT OF BEGINNING.

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