DOUGLAS COUNTY, NV

Rec:\$19.00 Total:\$19.00

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KAREN ELLISON, RECORDER

APN(s): 1320-33-401-018

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

## GRANT OF EASEMENT

See Horse I, 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 Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");
- for the unrestricted passage of vehicles and pedestrians within, on, over and across the 2. 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
- 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.

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NH22970

Proj. #3001020022

Project Name: E-1440 HWY 395-COML-E-SEE HORSE I, LLC

Reference Document: 2015-857729

GOE

(Rev. 3/2014)

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.

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]

APN(s): 1320-33-401-018

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Reference Document: 2015-857729

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## **GRANTOR:**

SEE HORSE I, LLC

MICHAEL

Title: MEMBER

STATE OF Nevador

COUNTY OF Douglas

This instrument was acknowledged before me on March 27, 2015 by Michael Pegamas

members of See Horse I, LLC.

Signature of Notarial Officer

**EILEEN KNOX** Notary Public - State of Nevada Appointment Recorded in Douglas County No: 96-2355-5 - Expires May 1, 2016

Notary Seal Area →

APN(s): 1320-33-401-018

NH22970

Proj. #3001020022

Project Name: E-1440 HWY 395-COML-E-SEE HORSE I, LLC

Reference Document: 2015-857729

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W.O. 3001020022 See Horse I, LLC APN: 1320-33-401-018

## EXHIBIT "A" EASEMENT

A portion of the Southwest quarter of Section 33, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada; situated within the Parcel of land described in the Quitclaim Deed, recorded as File Number 2015-857729 on March 3, 2015, Official Records of Douglas County, Nevada; more particularly described as follows:

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

Commencing at a Found Tack and Tag PLS 3209 marking the southernmost corner of said parcel;

Thence along the southeasterly boundary line of said parcel North 44°44'26" East, 59.52 feet to the **point of beginning**;

Thence North 46°15'58" West, 210.41 feet;

Thence North 45°11'20" East, 34.64 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 boundary of said Right of Way Grant.

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.

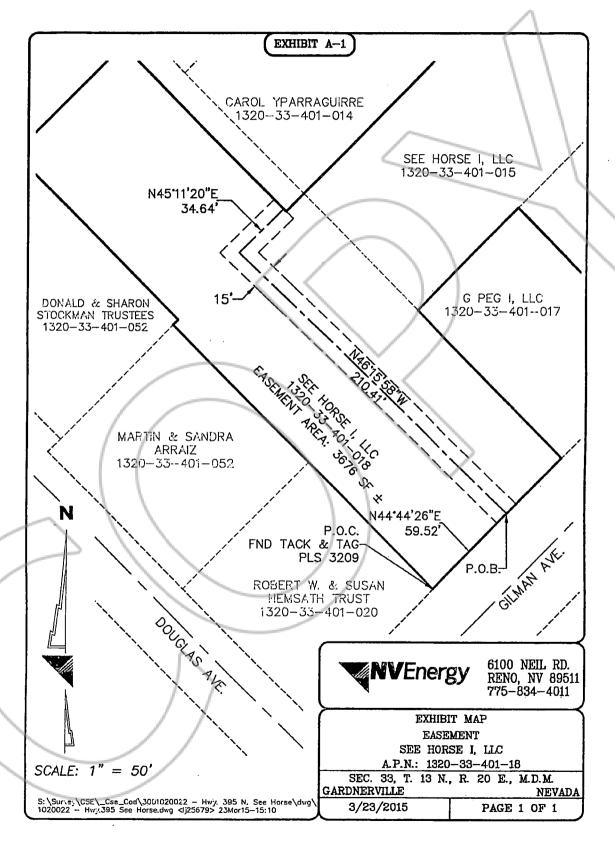
Said Easement contains 3676 square feet of land more or less.

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

The Basis of Bearings for this Exhibit is said Quitclaim Deed.

Prepared By: Leland Johnson

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## Exhibit B

A portion of the Southwest quarter of Section 33, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada; being the Parcel of land described in the Quitclaim Deed, recorded as File Number 2015-857729 on March 3, 2015, Official Records of Douglas County, Nevada.

APN(s): 1320-33-401-018

NH22970

Proj. #3001020022

Project Name: E-1440 HWY 395-COML-E-SEE HORSE I, LLC

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