06/16/2015 11:13 AM

Rec:\$20.00 Total:\$20.00 **NV ENERGY** 



KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

**NV Energy** 

WHEN RECORDED RETURN TO:

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

> 1320-23-002-032 WORK ORDER # 3001070374

Grant of Easement for

**Electric** 

Grantor:

Adam & Sara Finch

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): 1320-23-002-032

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

## **GRANT OF EASEMENT**

Adam Finch and Sara Finch, husband and wife as joint tenants, ("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 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 legally described and generally depicted in Exhibit A attached 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 legally described and generally depicted in <a href="Exhibit B">Exhibit B</a> attached 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 legally described in <a href="Exhibit C">Exhibit C</a> attached 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

RW# NH22970 Proj. # 3001070374

Project Name: E-1848 PAINTED DESERT-RES-E-FINCH

Reference Document: 842255

the Underground Utility Facilities in Easement Area 1 or the Additional Utility Facilities in 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 5 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. Grantee may use this easement to provide service to any of its customers.

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):1320-23-002-032 RW# NH22970 Proj. # 3001070374

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GOE DESIGN

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# GRANTOR: ADAM FINCH AND SARA FINCH Adam Finch Owner Sara Finch Owner STATE OF Nevada ) ss. COUNTY OF WASHOE ) This instrument was acknowledged before me on as owners of 1848 Rained Desert Minden NN 804123 Signature of Nojarial Officer

Notary Seal Area →

PAUL V. FERRARI NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 11-27-16 Certificate No: 12-9570-2

APN(s):1320-23-002-032 RW# NH22970 Proj. # 3001070374

Project Name: E-1848 PAINTED DESERT-RES-E-FINCH

Reference Document: 842255

GOE\_DESIGN

# Exhibit A

A portion of Lot 17 as shown on the Map (PD 99-12-01) of Grandview Estates Phase 1, Filed in the office of the Douglas County Recorder on January 6, 2003, File No. 562908.

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 Project ID 3001070374.

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Project Name: E-1848 PAINTED DESERT-RES-E-FINCH

Reference Document: 842255

GOE\_DESIGN

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## **Exhibit B**

A portion of Lot 17 as shown on the Map (PD 99-12-01) of Grandview Estates Phase 1, Filed in the office of the Douglas County Recorder on January 6, 2003, File No. 562908.

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.

APN(s):1320-23-002-032 RW# NH22970 Proj. # 3001070374

Project Name: E-1848 PAINTED DESERT-RES-E-FINCH

Reference Document: 842255

GOE DESIGN

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# Exhibit C

Lot 17 as shown on the Map (PD 99-12-01) of Grandview Estates Phase 1, Filed in the office of the Douglas County Recorder on January 6, 2003, File No. 562908.

APN(s):1320-23-002-032 RW# NH22970 Proj. # 3001070374

Project Name: E-1848 PAINTED DESERT-RES-E-FINCH

Reference Document: 842255

GOE\_DESIGN

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