**RECORDING REQUESTED BY:** 

**NV Energy** 

WHEN RECORDED RETURN TO:

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

WORK ORDER # 3001158686

Grant of Easement for

**Electric** 

**Grantor:** 

Park Ranch Holdings, 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

DOUGLAS COUNTY, NV Rec:\$20.00

Total:\$20.00

**NV ENERGY** 

2016-876910

02/17/2016 09:02 AM

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KAREN ELLISON, RECORDER

APN(s): 1320-19-000-008

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

## **GRANT OF EASEMENT**

Park Ranch Holdings, 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:

- 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 <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.

NH22970

Proj. # 3001158686

Project Name: E-795 TAMARACK-IRR-COML-E-PARK HOLDINGS

Reference Document:837481

GOE 1 (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): 1320-19-000-008

NH22970

Proj. # 3001158686

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GOE

2

## **GRANTOR:**

PARK RANCH HOLDINGS, LLC

By: Jon Park

By: Jon Park Title: Manager

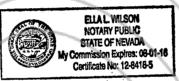
STATE OF Devada

COUNTY OF Douglas

This instrument was acknowledged before me on June 26, 2015 by Jon Park as manager of Park Ranch Holdings, LLC.

Ella Klellson

Notary Seal Area →



APN(s): 1320-19-000-008

NH22970

Proj. # 3001158686

Project Name: E-795 TAMARACK-IRR-COML-E-PARK HOLDINGS

Reference Document:837481

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W.O. 3001158686 Park Ranch Holdings, LLC APN: 1320-19-000-008

## EXHIBIT "A" EASEMENT

A portion of the Southwest quarter of Section 19, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada; situated within the Parcel of land described as Parcel 7 in the Grant, Bargain and Sale Deed, recorded as File Number 837481 on January 29, 2014, 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 Rebar with illegible tag marking the Northwest corner of the 56.924 Acre Parcel of land as shown on the Record of Survey for Westwood Park Homeowners' Association and Minden-Gardnerville Sanitation District, recorded as Document Number 489711 on April 11, 2000, Official Records of Douglas County, Nevada, same being a point on the South line of Muller Lane;

Thence North 89°57'59" East, 2484.01 feet to a point on the South boundary of said parcel, same being a point on the North line of Muller Lane and the **POINT OF BEGINNING**;

Thence North 1°06'42" East, 27.08 feet to the terminus of this description.

The sidelines of said easement are to be extended or truncated as to terminate on the south boundary of said Parcel.

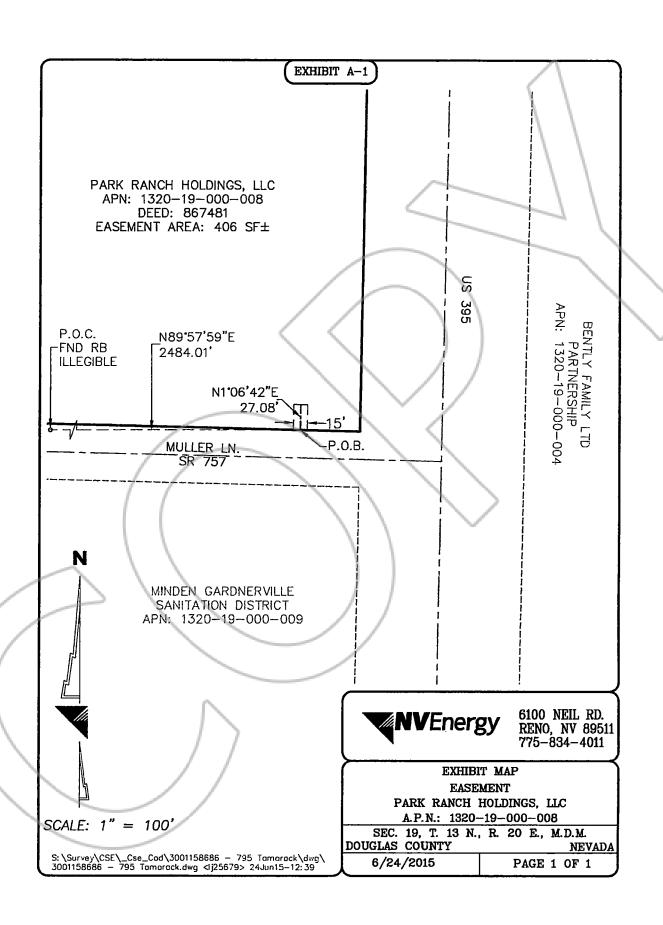
Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

Said Easement contains 406 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 B

A portion of the Parcel of land described as Parcel 7 in the Grant, Bargain and Sale Deed, recorded as File Number 837481 on January 29, 2014, Official Records of Douglas County, Nevada; situated within a portion of the Southwest quarter of Section 19, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada.

APN(s): 1320-19-000-008

NH22970

Proj. # 3001158686

Project Name: E-795 TAMARACK-IRR-COML-E-PARK HOLDINGS

Reference Document:837481

GOE B-1