

APN(s): 1320-32-101-003

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

DOUGLAS COUNTY, NV

Rec:\$18.00 Total:\$18.00 **NV ENERGY** 2016-879153

04/08/2016 03:08 PM

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KAREN ELLISON, RECORDER

GRANT OF EASEMENT

Kevin E. Murray and Brenda M. Murray, husband and wife as joint tenants with right of survivorship, ("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;
- 3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
- to remove, clear, cut or trim any obstruction or material (including trees, other vegetation 4. 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. #3001269590

Project Name: E-1588 HWY 395-COL-E-FRANCISCO'S

Reference Document: 0513810

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]

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GRANTOR: KEVIN E. MURRAY Kevin E. Murray Owner BRENDA M. MURRAY Brenda M. Murray Owner STATE OF SIGNATURE SIGNATURE SIGNATURE SIGNATURE SIGNATURE SIGNATURE STATE OF SIGNATURE SELLA WILSON NOTARY PUBLIC

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STATE OF NEVADA Commission Expires: 08-01-16 Certificate No: 12-8418-5



W.O. 3001269590 Kevin E. & Brenda M. Murray APN: 1320-32-101-003

EXHIBIT "A" EASEMENT

A portion of the northwest quarter of Section 32, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land shown on the Record of Survey for Verna Janet Doane Revocable Trust, recorded as document number 468302 on May 18, 1999, 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 scribed X in sidewalk marking the southernmost corner of said parcel as shown on said Record of Survey, same being a point on the northeasterly line of said U.S. Highway 395;

Thence along the line common to the southwest line of said parcel and the northeast line of U.S. Highway 395 North 31°21'54" West, 80.49 feet to the **POINT OF BEGINNING**;

Thence leaving said line North 21°49'29" West, 70.49 feet to the northwesterly line of said parcel and the **terminus of this description.**

The sidelines of said easement are to be extended or truncated as to terminate on the northwest and southwest lines of said parcel.

Said Easement contains 705 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, L.S.I.

