DOUGLAS COUNTY, NV

2016-879987

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Rec:\$19.00 Total:\$19.00 **NV ENERGY** 



KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

**NV Energy** 

WHEN RECORDED RETURN TO:

**NV Energy** Land Resources (S4B20) P.O. Box 10100 Reno, NV 89520

WORK ORDER # 3001206571

Grant of Easement for

**Electric** 

Grantor:

Riverwood Partners, 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)

Nathan Hastings

Senior Right of Way Agent

APN(s): 1420-06-701-008

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

## GRANT OF EASEMENT

Riverwood Partners, 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 <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:
- 3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; 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

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NH22970

Proj. #3001206571

Project Name: E-TOPSY LN-RELO POLES-LENNAR RENO LLC

Reference Document: 712003

GOF.

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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Project Name: E-TOPSY LN-RELO POLES-LENNAR RENO LLC

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GRANTOR:
RIVERWOOD PARTNERS, LLC
SIGNATURE
Dur Adrea la 14 / Lala
Title: Manyer
STATE OF Nevada
COUNTY OF <u>Carson city</u> ) ss.
This instrument was acknowledged before me on April 13th, 2016 by Wichaeltohl as MANAGE of Riverwood Partners, LLC.
We anually
Signature of Notarial Officer
Notary Seal Area >  DE ANN WOLFF  NOTARY PUBLIC  STATE OF NEVADA  My Appt. Exp. April 15, 2019  No. 05-94580-5

APN(s): 1420-06-701-008 NH22970

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W.O. 3001206571 Riverwood Partners LLC APN: 1420-06-701-008

## EXHIBIT "A" EASEMENT

A portion of the northwest quarter of Section 5 and the northeast quarter of Section 6, Township 14 North, Range 20 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land shown as Parcel 5 on the Record of Survey of Riverwood Partners, LLC, recorded as Document Number 716909 on January 28, 2008, Official Records of Douglas County, Nevada; more particularly described as follows:

The North 15 feet 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 20,918 square feet of land more or less.

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

Prepared By: Leland Johnson, L.S.I.

