

DOUGLAS COUNTY, NV

2016-890850

Rec:\$19.00

\$19.00

Pgs=6

11/17/2016 03:53 PM

NEVADA POWER COMPANY DBA 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

C30- 25281

APN 1022-18-002-042


WORK ORDER # 3001643645

Grant of Easement for Electric

Grantor: *Timothy Lee Boyle & Frances Sue Boyle*

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): 1022-18-002-042

WHEN RECORDED MAIL TO:

Land Resources

NV Energy

P.O. Box 10100 MS S4B20

Reno, NV 89520

GRANT OF EASEMENT

Timothy Lee Boyles and Frances Sue Boyles, 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 in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement.
3. 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 3 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 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.

APN(s): 1022-18-002-042

NH22970

Proj. #3001643645

Project Name: E-3249 HIGH AND WAY-RES-BOYLES

GOE (Rev. 2016)

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): 1022-18-002-042
NH22970
Proj. #3001643645
Project Name: F-3249 HIGHLAND WAY-RES-BOYD'S
GOE (Rev. 2016)

GRANTOR:

TIMOTHY LEE BOYLES AND FRANCES SUE BOYLES

Timothy Lee Boyles
Timothy Lee Boyles
Owner

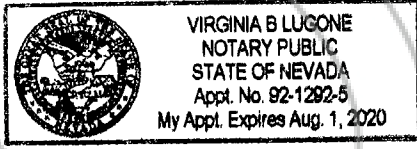
Frances Sue Boyles
Frances Sue Boyles
Owner

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me on 11/10, 2016 by Timothy Lee Boyles and Frances Sue Boyles as owners of APN 1022-18-002-042

Virginia B. Lugone
Signature of Notarial Officer

Notary Seal Area →



APN(s): 1022-18-002-042
NH22970
Proj. #3001643645
Project Name: F-3249 HIGHLAND WAY-RES-BOYLES
GOI (Rev. 2016)



W.O. 3001643645

Timothy Lee Boyles and Frances Sue Boyles

APN: 1022-18-002-042

EXHIBIT "A"
EASEMENT

A portion of the Southwest quarter of Section 18, Township 10 North, Range 22 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land shown as Lot 19 on the Plat of Holbrook Highlands, recorded as File Number 18825 on March 22, 1978, Official Records of Douglas County, Nevada.

An easement, 10 feet in width, lying 5 feet on each side of the following described centerline:

COMMENCING at an iron pipe with cap stamped RLS 3519 marking the northernmost corner of said Lot 19;

THENCE South $19^{\circ}37'40''$ West, 151.44 feet to the East line of a 7.5' public utility easement granted on said Plat of Holbrook Highlands and the **POINT OF BEGINNING**;

THENCE South $58^{\circ}24'24''$ East, 9.70 feet to the **TERMINUS OF THIS DESCRIPTION**.

The sidelines of said easement are to be extended or truncated as to terminate on the east line of said public utility easement.

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.

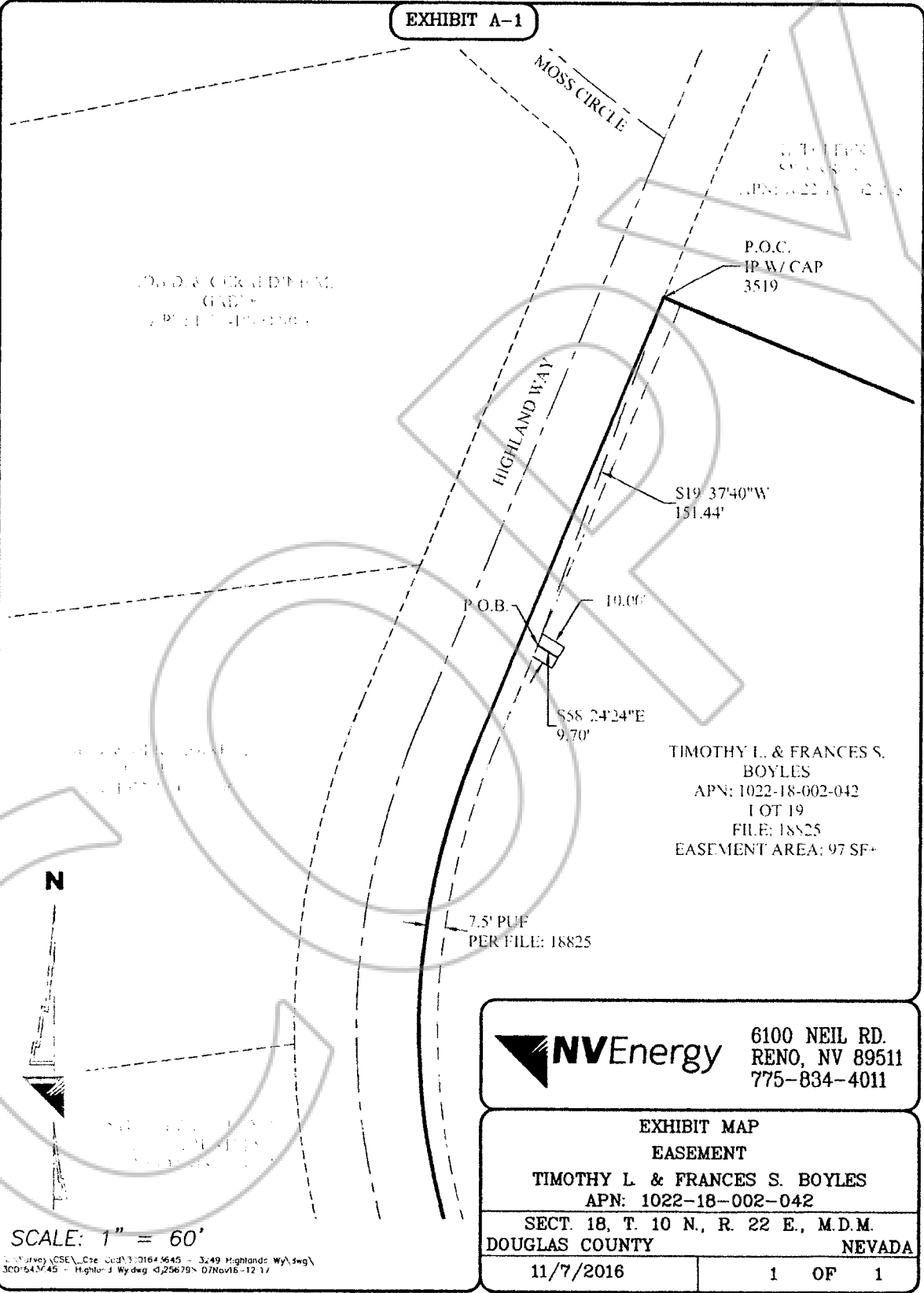
Said Easement contains 97 square feet more or less.

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

The Basis of Bearings for this Exhibit is said Plat of Holbrook Highlands.

Prepared by Leland Johnson, L.S.L.

EXHIBIT A-1



NV Energy 6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
EASEMENT
TIMOTHY L. & FRANCES S. BOYLES
APN: 1022-18-002-042

SECT. 18, T. 10 N., R. 22 E., M.D.M.
DOUGLAS COUNTY NEVADA

C:\Survey\CSE\Case\301649645 - 3249 Highlands.Wy\3wg\301649645 - Highlands.Wy.dwg d/25679> 07Nov16 - 12:17