

DOUGLAS COUNTY, NV

2016-892237

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12/16/2016 02:53 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- *25300*

APN 1022-11-002-016

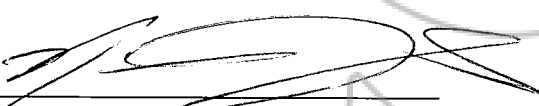
WORK ORDER # 3001611267

Grant of Easement for Electric

Grantor : Stephen P. & Patricia A. Schoelen

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): 1022-11-002-016

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

### GRANT OF EASEMENT

Stephen Patrick Schoelen and Patricia Anne Schoelen, 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): 1022-11-002-016  
NH22970  
Proj. #3001611267  
Project Name: E-4140 GRAY HILLS RD-RES-SCHOELEN  
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]*

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**GRANTOR:**

**STEPHEN PATRICK SCHOELEN AND PATRICIA ANNE SCHOELEN**

*Stephen Patrick Schoelen*

Stephen Patrick Schoelen  
Owner

*Patricia Anne Schoelen*

Patricia Anne Schoelen  
Owner

STATE OF CALIFORNIA )  
COUNTY OF SAN JOAQUIN ) ss.

SEE ATTACHED NOTARIAL CERTIFICATE

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by Stephen Patrick Schoelen and Patricia Anne Schoelen as owners of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notarial Officer

Notary Seal Area →

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

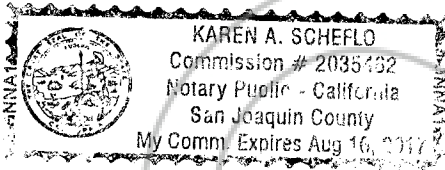
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Joaquin )  
On December 9, 2016 before me, Karen A. Scheflo, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Stephen Patrick Schoelen and Patricia Anne Schoelen  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document:**  
Title or Type of Document: Grant of Easement Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____



**W.O. 3001611267**

**Stephen Patrick Schoelen and Patricia Anne Schoelen**

**APN: 1022-11-002-016**

**EXHIBIT "A"**  
**EASEMENT**

A portion of the Southeast quarter of Section 11, Township 10 North, Range 22 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land described in the Grant, Bargain, Sale Deed, recorded as File Number 2015-859340 on March 27, 2015, 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 a 5/8" rebar with cap marked PLS 3090 marking the southernmost point on the southwesterly line of Lot 13 as shown on the map of Topaz Ranch Estates Unit No. 1, recorded as Document Number 23962 on December 4, 1963, Official Records of Douglas County;

THENCE North 39°12'33" West, 268.31 feet to the easterly line of said Parcel and the **POINT OF BEGINNING**;

THENCE leaving said easterly line South 63°52'09" West, 24.48 feet to the **TERMINUS OF THIS DESCRIPTION**.

The sidelines of said easement are to be extended or truncated as to terminate on the easterly boundary line of the Grantor.

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 245 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 map for Topaz Ranch Estates No. 1.

Prepared by Leland Johnson, L.S.I.

**EXHIBIT A-1**

BUREAU OF LAND  
MANAGEMENT  
APN: 1022-02-000-001

APN: 1022-11-002-017

APN: 1022-11-002-018

BALD MOUNTAIN AVE.

P.O.B.

S63°52'09"W  
24.48'

10'

N29°12'33"W  
268.57'

STEPHEN PATRICK AND  
PATRICIA ANNE SCHOELEN  
APN: 1022-11-002-016  
EASEMENT AREA: 245 SF±

P.O.C.  
FND  $\frac{5}{8}$ " RBC  
PLS 3090

APN: 1022-11-002-015

N



GRAY HILLS RD.

APN: 1022-11-002-025

APN: 1022-11-002-026



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

EXHIBIT MAP  
EASEMENT

STEPHEN & PATRICIA SCHOELEN  
APN: 1022-11-002-016

SECT. 11, T. 10 N., R. 22 E., M.D.M.  
TOPAZ RANCH DOUGLAS NEVADA

12/1/2016

1 OF 1

SCALE: 1" = 150'

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