

DOUGLAS COUNTY, NV

2017-905773

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\$35.00

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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- 0393-2017

APN 1220-09-410-028

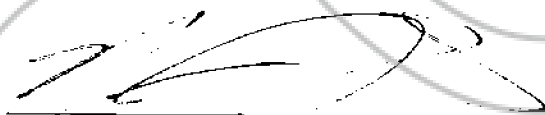
WORK ORDER # 3001828289

Grant of Easement for

Grantor : Nichols Enterprises, Inc. et al

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
Sr. Right of Way Agent

APN(s): 1220-09-410-028

WHEN RECORDED MAIL TO:

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

Nichols Enterprises, Inc., a Nevada Corporation, as to an undivided 50% interest, Ricky Paul DeCarlo and Cynthia C. DeCarlo, Trustees of the C & R DeCarlo 1993 Trust dated July 22, 1993, (“**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 communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus, and improvements (“**Underground Utility Facilities**”) and transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements (“**Additional 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 Underground Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Underground Utility Facilities and/or the Additional 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

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Project Name: E-SUN CREST SUBDIVISION-E-RES-NICHOLS ENTERPRISES, INC

GOE_DESIGN (Rev. 8/2016)

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. Grantee may use this easement to provide service to any of its customers.

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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GOE_DESIGN (Rev. 8/2016)

GRANTOR:

NICHOLS ENTERPRISES, INC.

William W. Nichols
SIGNATURE

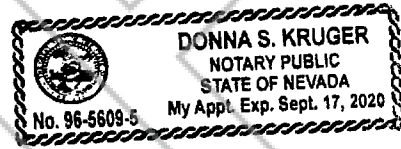
By: WILLIAM W. NICHOLS
PRINT NAME

Title: PRESIDENT

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me on August 9, 2017 by William W Nichols
President of Nichols Enterprises, Inc..

Donna S. Kruger
Signature of Notarial Officer



Notary Seal Area →

GRANTOR:

THE C & R DECARLO 1993 TRUST DATED JULY 22, 1993

Ricky P De Carlo Trustee
SIGNATURE

Ricky Paul DeCarlo
Trustee

Cynthia C. DeCarlo Trustee
SIGNATURE

Cynthia C. DeCarlo
Trustee

STATE OF Nevada)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on 10/06/17, 2017 by Ricky Paul DeCarlo and Cynthia C. DeCarlo as Trustees of The C & R DeCarlo 1993 Trust dated July 22, 1993.

Karen Stage
Signature of Notarial Officer

Notary Seal Area →



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Exhibit A

Lot 28 as shown on that certain Final Map for Silverranch Unit 1-A, filed in the Office of the County Recorder of Douglas County, State of Nevada, on January 3, 1994, in Book 194, Page 256, as File No. 326668.

Notwithstanding the foregoing, with respect to the Underground Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Underground Utility Facilities after same are installed in connection with **Sierra Pacific Power Company Project ID 3001828289**. The easement area around any Additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the Additional Utility Facilities, as originally installed in connection with **Sierra Pacific Power Company Project ID 3001828289**.

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