

**APN(s): 1420-26-301-005**

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:**

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

**GRANT OF EASEMENT**

Derrick N. Carpenter and Kallie A. Carpenter, husband and wife as community property 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 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

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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, 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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**GRANTOR:**

**Derrick N. Carpenter and Kallie A. Carpenter**

[Signature]  
SIGNATURE

Derrick N. Carpenter

[Signature]  
SIGNATURE

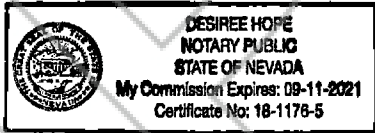
Kallie A. Carpenter

STATE OF Nevada )

COUNTY OF Douglas ) ss.

This instrument was acknowledged before me on June 20, 2018 by Derrick N. Carpenter and Kallie A. Carpenter.

[Signature]  
Signature of Notarial Officer



Notary Seal Area →

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Exhibit A

**COMMENCING AT THE ONE QUARTER CORNER COMMON TO SECTIONS 26 AND 27, TOWNSHIP 14 NORTH, RANGE 20 EAST, M. D. B. & M.; THENCE NORTH 89° 57' EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 660 FEET; THENCE SOUTH 0° 05' EAST PARALLEL TO THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 660 FEET; THENCE SOUTH 89° 57' WEST PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 660 FEET; THENCE NORTH 0° 05' WEST PARALLEL TO THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 660 FEET TO THE POINT OF BEGINNING.**

**BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 20 EAST, M. D. B. & M.**

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on March 9, 2018 as Document No. 2018-911364 in the Official Records of the County of Douglas, State of Nevada.

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 3002458991**. 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 3002458991**.

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**Douglas County Recorder's Office**

**Karen Ellison, Recorder**

<http://recorder.co.douglas.nv.us>

[kellison@co.douglas.nv.us](mailto:kellison@co.douglas.nv.us)

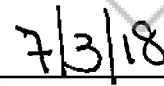
(775) 782-9027


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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Printed Name

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

Main phone (775) 782-9025 - FAX (775) 783-6413