DOUGLAS COUNTY, NV

2018-918437

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08/23/2018 11:36 AM

NEVADA POWER COMPANY DBA NV ENERGY

KAREN ELLISON, RECORDER

APN(s): 1318-10-310-035

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

Dorothy B. Crosby and Mary C. Barry, ("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 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.

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Project Name: E-CHURCH ST SVC REBUILD-E-CPM-NVE

GOE (Rev. 2017)

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.

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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R M	GRANTOR: Donald J. Crosby and Dorothy B. Crosby Clased Wilh SIGNATURE Donald J. Crosby	
	hearthy Black by Dorothy B. Crosby	
	STATE OF NEVODA COUNTY OF Cay Son Ss.	
	This instrument was acknowledged before me on Aug 22, 2018 by Denald J. Crosb Dorothy B. Crosby	y and
_	Signature of Notarial Officer	
	Notary Seal Area →	
	MELAENA R. LOPEZ NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 09-18-2021 Certificate No: 17-3777-3	

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Project Name: E-CHURCH ST SVC REBUILD-E-CPM-NVE GOE (Rev. 2017)

GRANTOR:
Mary C. Barry

Mary C. Barry

STATE OF PLOGA

COUNTY OF Son

Sss.

This instrument was acknowledged before me on May . 2018 by Mary C. Barry.

Signature of Notarial Officer

Notary Seal Area →

MELAENA R. LOPEZ
NOTARY PUBLIC
STATE OF NEVADA

My Commission Expires: 09-18-2021
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GOE (Rev. 2017)



W.O. 3002057233 CROSBY, DONALD & DOROTHY; MARY BARRY APN: 1318-10-310-035

EXHIBIT "A" EASEMENT

A portion of Section 10, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada; situated within that parcel of land described as Parcel 1 in Amended Record of Survey for Donald J. Crosby, recorded as document number 463053 on March 11, 1999, Official Records of Douglas County, Nevada.

All that portion 10.00 feet East of the following described sideline;

COMMENCING at a nail and tag marked PLS 3519 being the most Easterly point on the North line of said parcel;

THENCE North 89°37'00" West, along the North line of said parcel, 10.93 feet to the **POINT OF BEGINNING**;

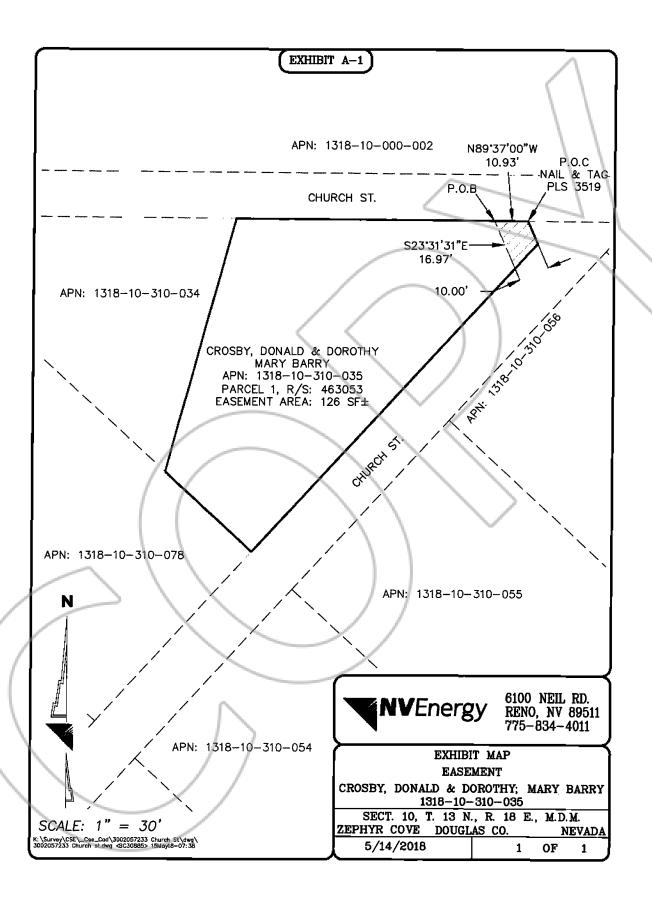
THENCE leaving said North line, South 23°31'31" East 16.97 feet to the Southeasterly line of the parcel and the **TERMINUS OF THIS DESCRIPTION**;

Said Easement contains 126 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 record of survey.

Prepared by Brett Clarke





Douglas County Recorder's Office Karen Ellison, Recorder

http://recorder.co.douglas.nv.us kellison@co.douglas.nv.us (775) 782-9027

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

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

Denise Dohrmnn

Date