**DOUGLAS COUNTY, NV** 

2018-918438

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08/23/2018 11:50 AM

NEVADA POWER COMPANY DBA NV ENERGY

KAREN ELLISON, RECORDER

APN(s): 1318-10-310-056

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**

John Dana Chase Jr., a married man, ("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 <a href="Exhibit A">Exhibit A</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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RW# 0543-2018 Proj. #3002057233

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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GOE (Rev. 2017)

GRANTOR: John Dana Chase Jr. Slowature	
By:	\
Title: DWNLY	_ \
STATE OF _ CALIFORNIA ,	
COUNTY OF SAN DIEGO ) SS.	
This instrument was atknowledged before me on	n Dana Chase Jr.
Notary Seal Area >	NDA RAMOS S MM. # 2144056 PUBLIC - CALIFORNIA D DIEGO COUNTY O KPIRES FEB. 25, 2020

APN(s): 1318-10-310-056 RW# 0543-2018 Proj. #3002057233 Project Name: E-CHURCH ST SVC REBUILD-E-CPM-NVE GOE (Rev. 2017)



W.O. 3002057233 JOHN DANA CHASE JR. APN: 1318-10-310-056

## <u>EXHIBIT "A"</u> 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 Lot 2 in Block C of the Amended Map of Zephyr Cove, recorded as File Number 226 on August 5, 1929, 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 found rebar and cap marked PLS 21260 and being the Northernmost Corner of said Parcel;

THENCE South 47°26'00" East, 8.52' feet along the Northeasterly line of said Parcel to the **POINT OF BEGINNING**;

THENCE leaving said Northeasterly line, South 28°48'11" West, 77.22 feet to the Southwesterly line of said Parcel and the **TERMINUS OF THIS DESCRIPTION**.

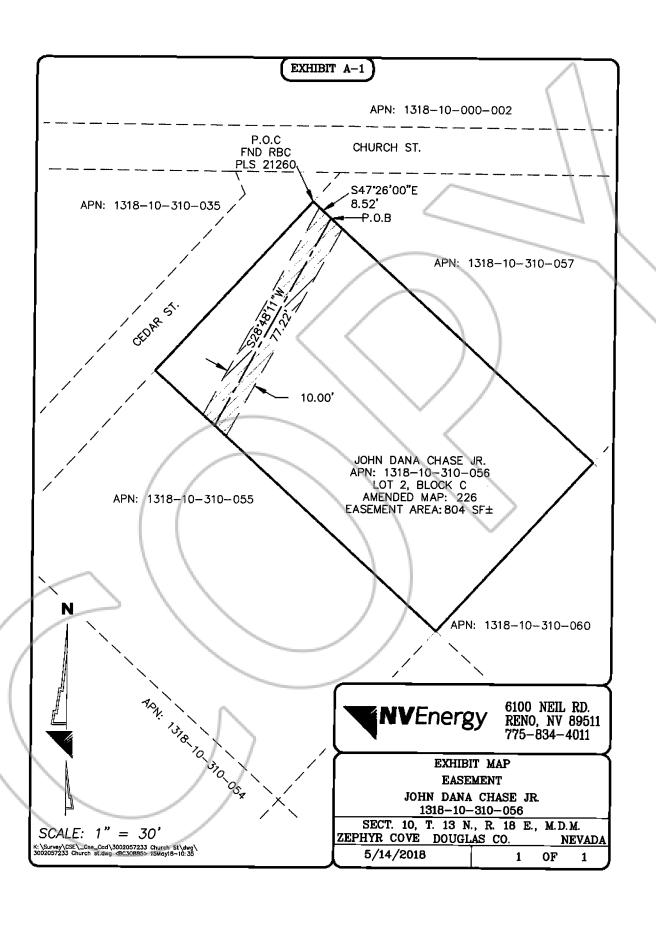
The sidelines of said easement are to be extended or truncated as to terminate on the Northeasterly and Southwesterly lines of the Grantor.

Said Easement contains 804 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 amended map.

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**

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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

Denise Dohrmnn

Data

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