DOUGLAS COUNTY, NV

2018-918456

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NEVADA POWER COMPANY DBA NV ENERGY

KAREN ELLISON, RECORDER

APN(s): 1318-10-310-057

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

Alan J. Desena, a single 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:

- 1. to construct, operate, maintain, rebuild and remove aboveground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, wires, anchors, guys, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property legally described in Exhibit A and shown on Exhibit B 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

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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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<u>GRANTOR</u>: ALAN J. DESENA Alan J. Desena STATE OF California This instrument was acknowledged before me on August 17, 20 18 by Alan J. Desena. SUSAN YABUKI-CROSS Notary Public – California Contra Costa County Commission # 2208746 My Comm, Expires Aug 4, 2021 Notary Seal Area → APN(s): 1318-10-310-057 RW# 0542-2018

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W.O. 3002057233 ALAN J. DESENA APN: 1318-10-310-057

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 Lot 1 in Block C of the Amended Map of Zephyr Cove, recorded as File Number 266 on August 5, 1929, Official Records of Douglas County, Nevada.

COMMENCING at a found nail and washer marked PLS 7880 and being the Easternmost Corner of said Parcel;

THENCE South 42°34'00" West, 39.96 feet along the Southeasterly line of said Parcel to the **POINT OF BEGINNING**;

THENCE leaving said Southeasterly line, North 14°53'57" West, 24.55 feet;

THENCE South 86°02'23" West, 140.27 feet to the Southwesterly line of said Parcel and the **TERMINUS OF THIS DESCRIPTION.**

EXCEPTING therefrom that portion over existing deck.

The sidelines of said easement are to be extended or truncated as to meet at angle points and to terminate on the Northerly, Southwesterly, and Southeasterly line of the Grantor.

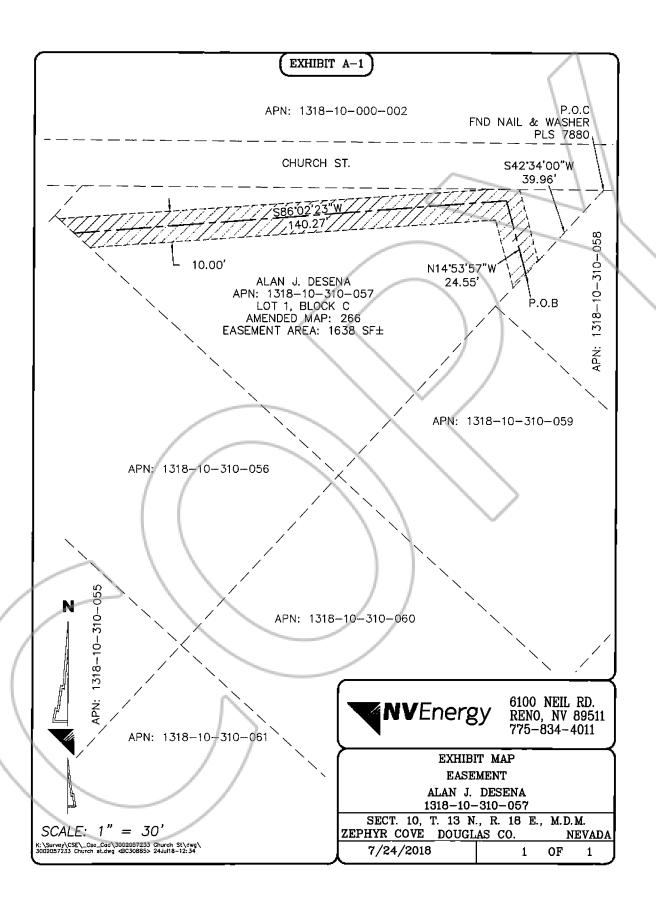
Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 20 feet from poles so supported.

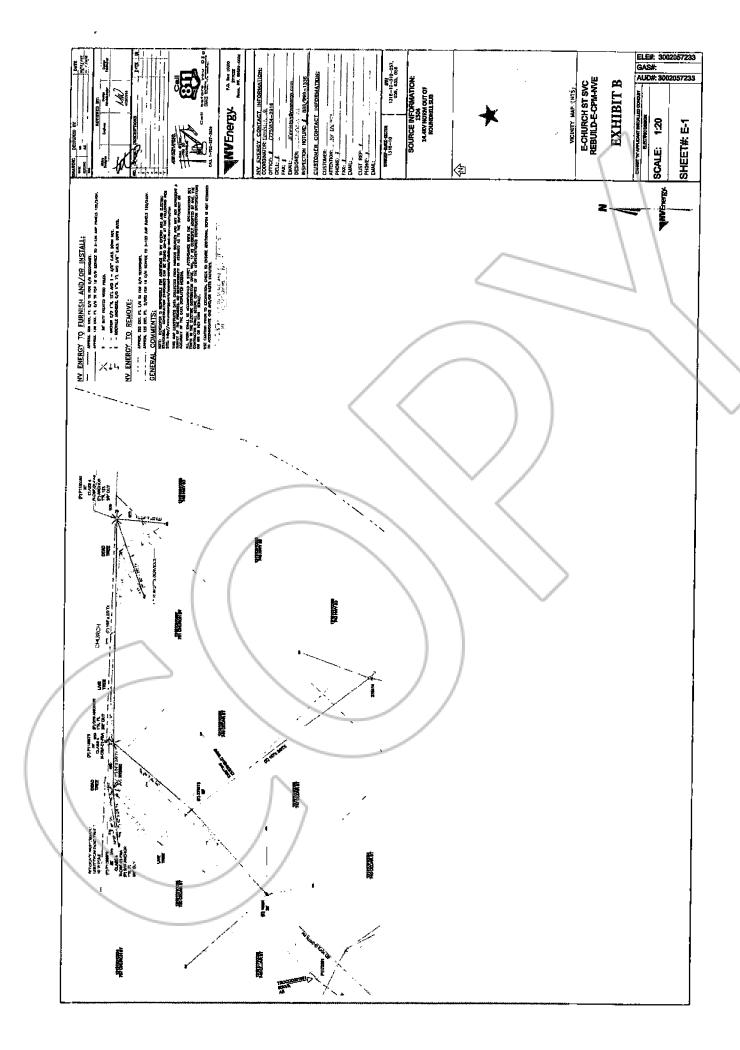
Said Easement contains 1,638 square feet more or less.

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

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

Date

Denise Dohrmnn