

**APN(s): 1318-10-415-063**

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**

Terence Huff and Lisa Hokholt, (“Grantor”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of themselves and their 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 and transmission of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, pole-mounted transformers, anchors, guys and other equipment, fixtures, apparatus, and improvements (“Utility Facilities”), and service boxes/meter panels, cabinets, bollards, 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 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 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.

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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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**Exhibit A**

**PARCEL 1:**

Lot 4, Block D, as shown on the map of ZEPHYR HEIGHTS NO. 4 SUBDIVISION, filed in the office of the County Recorder of Douglas County, Nevada, on June 7, 1955, as Document No. 10441.

Subject to an easement for ingress and egress as described below:

COMMENCING at the most Southeasterly corner of said Lot 4, Block D; thence West 42.83 feet along the line common to Lots 4 and 5 to the TRUE POINT OF BEGINNING; thence continuing along said common line West 28.00 feet; thence West  $48^{\circ}14'23''$  East 37.54 feet; thence South 25.00 feet to the POINT OF BEGINNING.

TOGETHER WITH that portion of Lot 5, Block D, as shown on the Official Plat of Zephyr Heights, Unit No. 4, Official Records of Douglas County, Nevada, and more particularly described as follows:

COMMENCING at the most Northeasterly corner of said Lot 5, Block D; thence West 29.09 feet along the line common to Lots 4 and 5 to the TRUE POINT OF BEGINNING; thence South 5.00 feet; thence West 41.05 feet; thence North 5.00 feet; thence East 41.05 feet to the POINT OF BEGINNING

RESERVING for the exclusive benefit of Lot 5, the right to use all of the land conveyed herein as a means of ingress and egress to the said Lot 5.

ALSO TOGETHER WITH that portion of Lot 5, Block D, as shown on the Official Plat of Zephyr Heights, Unit No. 4, Official Records of Douglas County, Nevada, and more particularly described as follows:

COMMENCING at the most Northeasterly corner of said Lot 5, Block D; thence West 77.27 feet along the line common to Lots 4 and 5 to the TRUE POINT OF BEGINNING; thence South  $10^{\circ}36'02''$  East 3.27 feet; thence South  $79^{\circ}23'58''$  West 20.35 feet; thence North  $10^{\circ}36'02''$  West 1.57 feet; thence South  $79^{\circ}23'58''$  West 14.80 feet; thence North  $10^{\circ}36'02''$  West 8.28 feet; thence East 35.76 feet to the POINT OF BEGINNING.

**PARCEL 2:**

An easement for view purposes over and across a portion of said undivided Lot 5 as is more fully described as follows:

That portion of undivided Lot 5 Block D as shown on the Official Plat of Zephyr Heights Unit No. 4, Official Records of Douglas County, Nevada, and more particularly described as follows:

Commencing at the most Northeasterly corner of said undivided Lot 5, Block D; thence West 95 feet along the line common to Lot 4 and undivided Lot 5 to the TRUE POINT OF BEGINNING; thence South  $30^{\circ}$  West 38.01 feet; thence along a curve concaved to the Northeast with a central angle of  $68^{\circ}27'51''$  and a radius of 30 feet with a beginning tangent direction of North  $79^{\circ}03'53''$  West; thence along said curve an arc length of 35.85 feet; thence East 44.48 feet to the Point of Beginning.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on March 10, 2009 as Document No. 2009-0739330 in the Official Records of the County of Douglas, State of Nevada.

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Notwithstanding the foregoing, with respect to the 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 Utility Facilities after same are installed in connection with **Sierra Pacific Power Company Project ID 3003484206**. 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. 3003484206**.

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Douglas County Recorder's Office

Karen Ellison, Recorder

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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.

Denise Dohrmann  
Signature

8/28/19  
Date

Denise Dohrmann  
Printed Name