

APN# 1321-32-002-034



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: NV ENERGY LAND RESOURCES
Address: P.O. Box 10100 MS 54820
City/State/Zip: Reno, NV 89520

Mail Tax Statements to:

Name: _____
Address: _____
City/State/Zip: _____

EASEMENT

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)
- Judgment – NRS 17.150(4)
- Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

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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

Mid Town Ventures, LLC, a Nevada limited liability company, (“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 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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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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A.P.N. 1321-32-002-034 (Portions)

EXHIBIT "A"

**LEGAL DESCRIPTION
(Easements for the Construction and Maintenance of
Overhead Power Facilities)**

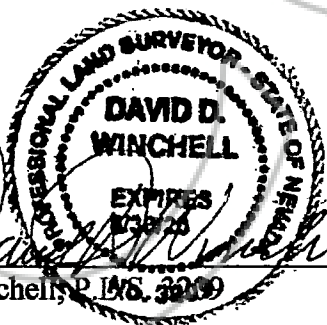
Those portions of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 13 North, Range 21 East, M.D.B.& M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Strips of land, 15.00 feet in width, the centerline of said strips of land being described as follows:

Easement No. 1: Beginning at a point on the Southerly line of said Southwest 1/4 of the Southwest 1/4 of said Section 32, from which the Southwesterly corner of said parcel bears S. 89° 08' 11" W. a distance of 302.02 feet; thence Northwesterly along said centerline N. 54° 46' 16" W., 357.94 feet to a point on the Westerly line of said Southwest 1/4 of the Southwest 1/4 of said Section 32, from which said Southwesterly corner bears S.01° 10' 15" E., a distance if 190.50 feet.

Easement No. 2: Beginning at a point on the Southerly line of said Southwest 1/4 of the Southwest 1/4 of said Section 32, from which the Southeasterly corner of said parcel bears N. 89° 08' 11" E., 227.72 feet; thence Northeasterly along said centerline N. 05° 06' 45" E., 989.44 feet to a point on the Northerly line of the land described in that certain GRANT, BARGAIN, and SALE DEED which was recorded as Document No. 2018-909796 in the Official Records of said Douglas County and shown on said deed as "Parcel 2", from which the Northeasterly corner of said parcel bears N. 89° 16' 36" E., a distance of 132.76 feet.

Per NRS 111.312, this legal description was prepared by Western Surveying Services, whose mailing address is P. O. Box 6202, Gardnerville, Nevada 89460.



David D. Winchell, P. 196. 3209

8/25/19

Date