

APN(s): 1320-33-402-086

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

TOWN OF GARDNERVILLE, a political subdivision of the State of Nevada, (“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 communication facilities and electric line systems for the distribution and transmission of electricity, 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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GRANTOR:

TOWN OF GARDNERVILLE

Linda Slater
SIGNATURE 12/3/19

By: Linda Slater
PRINT NAME

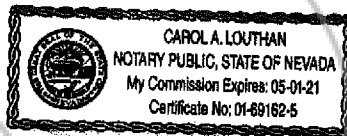
Title: Chairman, Town of Gardnerville Board

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me on December 3, 2019 by Linda Slater as Chairperson of TOWN OF GARDNERVILLE.

Carol A. Louthan
Signature of Notarial Officer

Notary Seal Area →



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Exhibit A

All that real property situated in the City of Gardnerville, County of Douglas, State of Nevada, being a parcel of land situated in and being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 33 in Township 13 North, Range 20 East, M.D.B.&M., which is described as follows:

Beginning at a point which bears North 36°17'30" East, 35.41 feet from the town monument, known as the Dettling Monument, marking the center line of the intersection of the southern extremity of Main Street, Gardnerville, with the former county road now the State Highway, leading towards Wellington, Nevada, said monument bears South 77°22' East, 12.63 feet from the Southeast corner of the Southwest 1/4 Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B.&M.; thence from said point of beginning along the northeastern line of Main Street, North 44°54' West, a distance of 29.98 feet to a point on the southeastern line of the parcel conveyed to Takeo Nishikida and Misso Nishikida in Deed recorded November 27, 1959 as Document No. 15305, Douglas County, Nevada, records; thence along said southeastern line North 44°50' East a distance of 111.62 feet to the most eastern corner of said Nishikida parcel; thence North 89°46' East a distance of 87.65 feet to a point on the southwestern line of Mission Street; thence along said southwestern line South 41°44' East a distance of 95.32 feet to the North corner of the parcel described in the Deed to the unincorporated Town of Gardnerville, recorded December 11, 1950 in Book Z of Deeds at Page 353, Douglas County, Nevada, records; thence South 0°14' East a distance of 8.77 feet; thence along the arc of a curve to the right having a radius of 20 feet and tangent to the last mentioned course through a central angle of 90° for an arc distance of 31.42 feet to a point on the North line of the former county road now State Highway, leading towards Wellington, Nevada; thence along said North line South 89°46' West, a distance of 188.76 feet to the point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on December 1, 2004, as Document No. 630785 of Official Records.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on December 1, 2004, in Book 1204, Page 00521, as Document No. 0630785 of Official Records.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on June 1, 2005 as Document No. 2005-645806 in the Official Records of the County of Douglas, State of Nevada.

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 3004584336**. 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 3004584336**.

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