DOUGLAS COUNTY, NV

2020-947140

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NEVADA POWER COMPANY DBA NV ENERGY

KAREN ELLISON. RECORDER

APN(s): 1419-00-001-027

WHEN RECORDED MAIL TO: Land Resources NV Energy P.O. Box 10100 MS S4B20 Reno, NV 89520

## **GRANT OF EASEMENT**

Douglas County School District, 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 anchors and guys, and ancillary equipment ("Utility Facilities") upon, over, under and through the property described in <a href="Exhibit "A"">Exhibit "A"</a> hereto and by this reference made a part of this Grant of Easement ("Easement Area");
- 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 persons or 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 to the obstructions or material removed, cut, cleared or trimmed 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 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.

APN: 1419-00-001-027 RW#:0365-2020 Proj #:3005466820

Project Name: E - REPL POLE 156361 ADD S/W ANCH - EMG CPM

GOE-Anchor (Rev. 8/2016)

## **GRANTOR:**

**Douglas County School District** 

By: Teresa S. Whik

Title: Superintendent

county of Douglas

This instrument was acknowledged before me on Horil 29, 20 by Teresa white as

Superintendent of Douglas County School District.

Signature of Notarial Officer

Seal Area →

CARYN A. HARPER
Netary Public-State of Nevada
Appointment No. 18-1301-5
My Appointment Expires Fab. 2, 2022

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GOE-Anchor (Rev. 8/2016)

Α



W.O. 3005466820 Douglas County School District APN: 1419-00-001-027

## EXHIBIT "A" EASEMENT

A portion of the Northeast quarter of Section 12, Township 14 North, Range 19 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land described as Section 12, Lot 1 in Patent #27-98-0006, recorded as File Number 0427840 on December 4, 1997, Official Records of Douglas County, Nevada, more particularly described as:

An easement, 10 feet in width, lying 5.0 feet on each side of the following described centerline:

**COMMENCING** at the Northwest Corner of Lot 48 per Unit 2 Valley View Subdivision recorded as File Number 24786 on April 6, 1964, Official Records of Douglas County, Nevada;

THENCE along the East line of the grantor, South 00°08'37" West, 140.85 feet to the **POINT OF BEGINNING**;

THENCE North 87°39'57" West, 2.95 feet to the **TERMINUS OF THIS DESCRIPTION**.

The sidelines of said easement are to be extended or truncated as to terminate on the east line of the Grantor.

Said Easement contains 30 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 Valley View Subdivision Map.

Prepared by Seth Horm, L.S.I.

