DOUGLAS COUNTY, NV

2020-954281

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NEVADA POWER COMPANY DBA NV ENERGY

KAREN ELLISON, RECORDER

#### APN(s): 1419-12-511-007 & 1419-12-511-008

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**

Richard Wayne Ogle, ("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.

APN(s): 1419-12-511-007 & 1419-12-511-008

RW#: 0899-2020 Proj. #3006431467

Project Name: REP-GREY WIRE & ADD ANCHOR 139116-OVL1265-F

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]

APN(s): 1419-12-511-007 & 1419-12-511-008

RW#: 0899-2020 Proj. #3006431467

Project Name: REP-GREY WIRE & ADD ANCHOR 139116-OVL1265-F

GOE (Rev. 2017)

### **GRANTOR:**

RICHARD WAYNE OGLE

By: LICHAND W O) Le
PRINT NAME

STATE OF Nevada ) ss. COUNTY OF ( on City )

This instrument was acknowledged before me on The Clober, 20 20 by Richard Wayne Ogle.

Signature of Notarial Officer

Notary Seal Area →



MARIA F. WEST **NOTARY PUBLIC** STATE OF NEVADA APPT. No. 18-2535-12 MY APPT. EXPIRES APRIL 23, 2022

APN(s): 1419-12-511-007 & 1419-12-511-008

RW#: 0899-2020 Proj. #3006431467

Project Name: REP-GREY WIRE & ADD ANCHOR 139116-OVL1265-F

GOE (Rev. 2017)



**W.O.** 3006431467 **Richard Wayne Ogle** 

APN: 1419-12-511-007 and 1419-12-511-008

## 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 shown as Lot 7 and Lot 8 of the map of Valley View Subdivision Unit 2, recorded as File Number 24786 on April 6, 1964, Official Records of Douglas County, Nevada, more particularly described as:

An easement, 10 feet in width, lying 5 feet on each side of the following described centerline:

**COMMENCING** at a BLM Brass Cap marking the northeast corner of said Section 12, same being the northeast corner of said Lot 7;

THENCE along the east line of said Parcel, South 0°10'45" West, 195.96 feet to the **POINT OF BEGINNING**;

THENCE leaving said line, North 81°54'09" West, 133.75 feet;

THENCE North 8°06'22" West, 7.00 feet to the **TERMINUS OF THIS DESCRIPTION.** 

The sidelines of said easement are to be extended or truncated as to meet at angle points and to terminate on the east 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 10 feet from poles so supported.

Said Easement contains 1,407 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

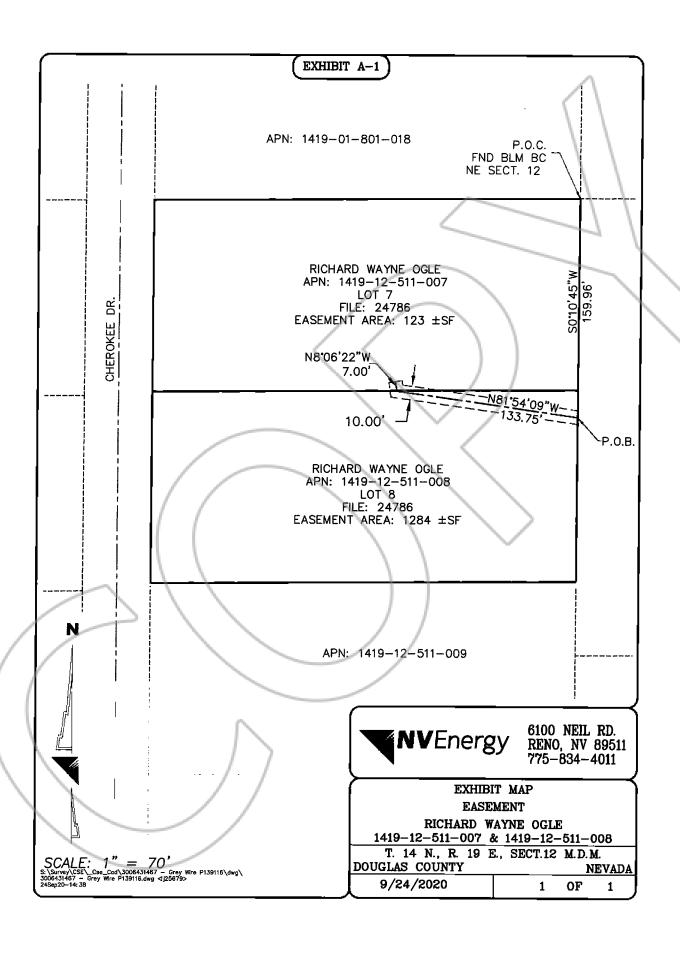
The Basis of Bearings for this Exhibit is said map of Valley View Subdivision Unit 2.

Prepared by Leland Johnson, P.L.S.

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9-24-2020

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 **nvenergy.com** 





# 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.

Tara K. Theilemann	10/12/2020	
Signature	Date	
Tara Theilemann Printed Name		