DOUGLAS COUNTY, NV

2020-954396

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NEVADA POWER COMPANY DBA NV ENERGY

KAREN ELLISON, RECORDER

APN(s): 1318-03-110-029

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**

Alex Henderson and Katherine Henderson ("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");
- for ingress and egress to, from, over and across the Easement Area for the allowed purposes 2. defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
- to remove, clear, cut or trim any obstruction or material (including trees, other vegetation 3. 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.

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

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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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## GRANTOR: Alex Henderson SIGNATURE By: Alex Henderson

**GRANTOR**:

Katherine Henderson

Hathy Manuel

SIGNATURE

By: Katherine Henderson

COUNTY OF ALAMEDA ) ss.

This instrument was acknowledged before me on oct. 8, 20 20 by Alex Henderson and Katherine Henderson

Signature of Notarial Officer

Notary Seal Area →

DAVID LEE
COMM. # 2286379
NOTARY PUBLIC • CALIFORNIA ALAMEDA COUNTY
My Commission Expires
May 23, 2023

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W.O. 3006229589

Alex Henderson and Katherine Henderson

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## EXHIBIT "A" EASEMENT

A portion of the Northwest quarter of Section 3, Township 13 North, Range 18 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land described in the Grant, Bargain, Sale Deed, recorded as File Number 2016-889554 on October 24, 2016, Official Records of Douglas County, Nevada, more particularly described as:

An easement being the westerly 10 feet of the southerly 10 feet of said Parcel.

Said Easement contains 100 square feet more or less.

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

Prepared by Leland Johnson, P.L.S.

9-23-2020 OF NO. 26975

