

DOUGLAS COUNTY, NV **2020-958340**
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NEVADA POWER COMPANY DBA NV ENERGY
KAREN ELLISON, RECORDER

APN(s): 1420-34-811-012

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

GRANT OF EASEMENT

Joseph Malsam and Terah Malsam (“Grantor”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of themselves and their 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 Exhibit “A” 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 electric line systems and communication facilities in the Easement Area.

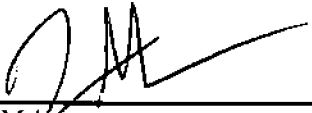
Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the 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 prior written consent of Grantee (which Grantee will not unreasonably withhold), 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 Right of Entry. 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:1420-34-811-012
RW#:0906-2020
Proj #:3006124011
Project Name:E-1570 CHIQUITA DR-SO-RES-E-MALSAM
GOE-Anchor (Rev. 8/2016)

GRANTOR:



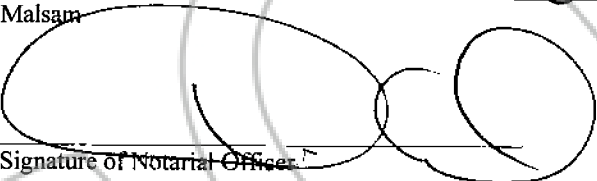
Joseph Malsam



Terah Malsam

STATE OF Nevada
COUNTY OF Douglas

This instrument was acknowledged before me on 10-9, 2020 by Joseph Malsam and Terah Malsam



Signature of Notarial Officer

Seal Area →





W.O. 3006124011
JOSEPH & TERAH L. MALSAM
APN: 1420-34-811-012

EXHIBIT "A"
EASEMENT

A portion of the Southeast quarter of the Southeast quarter of Section 34, Township 14 North, Range 20 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land described as Lot 22 of El Rancho Estates Subdivision map, recorded as File Number 19910 on April 23, 1962, 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 the Southeast Corner of said Lot 22;

THENCE South 89°58'00" West, 155.60 feet along the South line of the grantor per said Subdivision map and the **POINT OF BEGINNING**;

THENCE leaving said South line, North 47°53'55" East, 22.84 feet to the **TERMINUS OF THIS DESCRIPTION**;

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

Said Easement contains 204 square feet more or less.

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

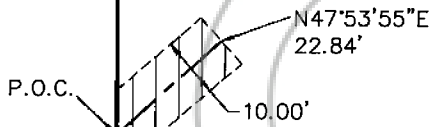
The Basis of Bearings for this Exhibit is said Subdivision map.

Prepared by Brett Clarke, L.S.I.

EXHIBIT A-1

APN: 1420-34-811-013
LOT 21

JOSEPH & TERAH L. MALSAM
APN: 1420-34-811-012
LOT 22, EL RANCHO ESTATES
DEED: 2020-944532
EASEMENT AREA: 204 SF±



S89°58'00\"/>

CHIQUITA DR

N



APN: 1420-34-811-019
LOT 15

SCALE: 1" = 30'

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6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
EASEMENT

JOSEPH & TERAH L. MALSAM
APN: 1420-34-811-012

SECT. 34, T. 14 N., R. 20 E., M.D.M.
DOUGLAS COUNTY NEVADA

9/16/20

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