

APN(s): 1418-11-201-002

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)

DOUGLAS COUNTY, NV

2024-1006095

Rec:\$40.00

\$40.00 Pgs=6

03/28/2024 09:38 AM

NEVADA POWER COMPANY DBA NV ENERGY

SHAWNYNE GARREN, RECORDER

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

Jack L. Harrington and Catherine Cecilia Harrington, as Trustees of The Harrington Family Trust dated March 21, 1989, ("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 of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus, and improvements ("Underground Utility Facilities") and transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), hollards (aboveground), 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");
Easement shall not extend beyond the roadway, known as The Back Road.
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 Underground 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 Underground 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

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GOE DESIGN (Rev. 8/2017)

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, 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.

Grantee will install facilities as close to the locations identified below on Exhibit B as reasonably possible. In the event of an unforeseen conflict, a new location for the facilities will be mutually agreed upon between Grantor and Grantee. Grantor agrees to cooperate in good faith with that process.

Upon completion of initial installation of the Underground and Additional Utility Facilities, Grantee agrees to remove any previously existing overhead electric facilities that it does not deem necessary or in use, not including any telecommunications facilities. Grantee shall provide Grantor with an as-built drawing depicting approximate locations (only) of the Underground Utility Facilities installed under this Grant of Easement.

The parties agree that any party who prevails in any action at law or equity based on or arising out of this grant of easement shall be awarded their reasonable attorneys' fees and legal costs.

Grantee may assign this easement to any affiliate, subsidiary or parent company, whether by direct assignment or transfer by operation of law.

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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Harrington Family Trust
APN: 1418-11-201-002

EXHIBIT "A"
EASEMENT

A portion of the Northwest quarter of Section 11, Township 14 North, Range 18 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land described as Parcel 2 of a Record of Survey Lot Line Adjustment for David Kingman, recorded as Document Number 198766 on March 23, 1989, Official Records of Douglas County, Nevada, more particularly described as:

An easement, 24 feet in width, lying 12 feet on each side of the following described centerline, same being a portion of 'The Back Road' as shown on Said Record of Survey for David Kingman:

COMMENCING at the Southwest Corner of Said Parcel 2;

THENCE along the south line of said Parcel 2 South $72^{\circ}32'44''$ East, 187.26 feet to the **POINT OF BEGINNING**;

THENCE leaving said south line North $9^{\circ}28'50''$ East, 86.00 feet to the beginning of a tangent curve to the right;

THENCE along the arc of said curve a distance of 83.29 feet, said curve having a radius of 449.29 feet and a central angle of $10^{\circ}37'17''$ to the beginning of a curve to the left;

THENCE along the arc of said curve a distance of 62.39 feet, said curve having a radius of 140.00 feet and a central angle of $25^{\circ}32'00''$;

THENCE North $5^{\circ}08'38''$ West, 55.50 feet to the north line of said Parcel 2 and the **TERMINUS OF THIS DESCRIPTION**.

The sidelines of said easements are to be extended or truncated as to terminate on the south and north lines of the Grantor.

Said Easements contains 6,892 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 Record of Survey for David Kingman.

Prepared by Leland Johnson, P.L.S.

Leland Johnson
3/11/2024



EXHIBIT A-1

APN:
1418-11-201-001

APN:
1418-10-602-002

APN:
1418-11-111-001

HARRINGTON FAMILY TRUST
APN: 1418-11-201-002
PARCEL 2
DOC: 198766
EASEMENT AREA: 6,892 SF±

P.O.C.
SW CORNER
PARCEL 2
DOCUMENT 198766

24'

S72°32'44"E
187.26'

APN:
1418-10-611-001

P.O.B.:

APN:
1418-11-201-003

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	83.29'	449.29'	10°37'18"
C2	62.39'	140.00'	25°32'00"

N



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N9°28'50"E	86.00'
L2	N5°08'38"W	55.50'

SCALE: 1" = 100'
S:\Survey\LAND PROJECTS\Glenbrook Underground\
Glenbrook Underground Easement.dwg <J25679>
11Mar24-09:19



NV Energy

6100 NEIL RD.
RENO, NV 89511
www.nvenergy.com

**EXHIBIT MAP
EASEMENT**

HARRINGTON FAMILY TRUST
APN: 1418-11-201-002

T. 14 N., R. 18 E., SECT. 11 M.D.M.
GLENBROOK DOUGLAS COUNTY NEVADA

3/11/2024

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