DOUGLAS COUNTY, NV

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NEVADA POWER COMPANY DBA NV ENERGY

SHAWNYNE GARREN, RECORDER

APN(s): 1319-23-000-009

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**

JD NV Ranch, LLC, a Nevada limited liability company, ("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:

- to construct, operate, add to, modify, maintain and remove aboveground and/or underground 1. 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 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.

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Project Name: E-400 MULLER LANE-FP-RES-E-GORDON

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]

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RW# 0289-2024 Proj. # 3010747614

Project Name: E-400 MULLER LANE-FP-RES-E-GORDON

GOE (Rev. 2017)

## **GRANTOR**:

JD NV Ranch, LLC	$\wedge$
	\ \
SIGNATURE  By: Jeffrey S. Gordon, Manager  PRINT NAME	\ \
By: PRINT NAME	\ \
Title: Manager	-1
STATE OF	
COUNTY OF MARICOPA SS.	
This instrument was acknowledged before me on MA 12, 20 24 by UEFFRE	S. GOLDON a
MANAGER of JD NV Ranch, LLC.	
Signature of Notarial Officer	
Jacon Land	
Notary Seal Area   KRISTY KOSTNER  Notary Public - Arizona  Maricopa County  Commission # 643822  My Comm. Expires Mar 9, 2027	

APN(s): 1319-23-000-009 RW# 0289-2024 Proj. # 3010747614 Project Name: E-400 MULLER LANE-FP-RES-E-GORDON GOE (Rev. 2017)



W.O. 3010747614 JD NV Ranch, LLC. APN: 1319-23-000-009

## EXHIBIT "A" EASEMENT

A portion of the Southwest quarter of Section 23, Township 13 North, Range 19 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land described in a Grant, Bargain and Sale Deed, recorded as File Number 2022-988048 on August 1, 2022, Official Records of Douglas County, Nevada.

An easement, 15.00 feet in width, lying 7.50 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Parcel;

THENCE along the South line of the Grantor, South 89°15'00" East, 36.66 feet to the POINT OF BEGINNING:

THENCE North 11°59'59" West, 42.55 feet;

THENCE North 09°34'10" West 95.97 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 terminate on the south 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 25 feet from poles so supported.

Said Easement contains 2,078 square feet of land more or less.

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



The Basis of Bearings for this Exhibit is the Map of Division into Large Parcels for Teig Family LTD. Partnership and Pamela Lyn Niehoff recorded as File Number 393888 on August 8, 1996 Official Records of Douglas County, Nevada.

Prepared by Seth Horm, L.S.I.

