

APN(s): 002-052-32 & 002-052-34

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)

EUREKA COUNTY, NV

2022-248416

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\$37.00

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07/15/2022 02:56 PM

NEVADA POWER COMPANY DBA NV ENERGY

KATHERINE J. BOWLING, CLERK RECORDER

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

Land Resources

NV Energy

P.O. Box 10100 MS S4B20

Reno, NV 89520

GRANT OF EASEMENT

Marcial Evertsen and Jessica Evertsen, ("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 communication facilities and electric line systems for the distribution and transmission of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, pole-mounted transformers, anchors, guys and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**"), and service boxes/meter panels, cabinets, bollards, 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**");
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 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 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 is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

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RW# 0741-2022

Proj. #3008638762

Project Name: E-2199 SHOSHONE AVE-FP-COMM-E-CANALE

GOE_DESIGN_OH_UG (Rev. 8/2017)

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. Grantee may use this easement to provide service to any of its customers.

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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GOE_DESIGN_OH_UG (Rev. 8/2017)

GRANTOR:

MARCIAL EVERTSEN

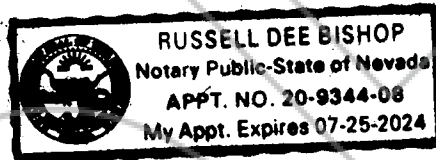
Mitka
SIGNATURE

STATE OF Nevada)
) ss.
COUNTY OF Esmeralda)

This instrument was acknowledged before me on 7-13-2022, 2022 by Marcial Evertsen.

Russell Bishop
Signature of Notarial Officer

Notary Seal Area →



GRANTOR:

JESSICA EVERTSEN

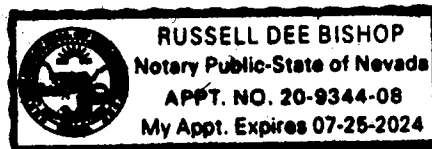
Jessica Evertsen
SIGNATURE

STATE OF Nevada)
) ss.
COUNTY OF Esmeralda)

This instrument was acknowledged before me on 7-13-, 2022 by Jessica Evertsen.

Russell Bishop
Signature of Notarial Officer

Notary Seal Area →



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Project Name: 1-2199 SHOSHONE AVE-EP-COMM-E-CANAL

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Exhibit A

All that real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

CVR&F Unit 1, Lots 10, 13, 15 and 16, Block 30

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on February 27, 2020 as Document No. 240112 in the Official Records of the County of Eureka, State of Nevada.

Notwithstanding the foregoing, with respect to the Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Utility Facilities after same are installed in connection with **Sierra Pacific Power Company Project ID 3008638762**. The easement area around any Additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the Additional Utility Facilities, as originally installed in connection with **Sierra Pacific Power Company Project ID 3008638762**.

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