

Late Material
Item : 14 A
Date: 6/16/2022

APN(s): 008-531-08

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

Carson City Public Works
ATTN: Robert Nellis
3505 Butti Way
Carson City, NV 89701

GRANT OF EASEMENT

CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada, (“**Grantor**”), for and in consideration of the mutual covenants contained herein 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 non-exclusive, 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, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), 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**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 of this document 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 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 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.

APN(s): 008-531-08
RW#0923-2021
Proj. #3007483983
Project Name: E-4000 FLINT RD-FP-COMM-E-CARSON CITY PARKS, RECREATION AND OPEN SPACE
GOE_DIST (Rev. 8/2016)

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, and signage. 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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Project Name: E-4000 FLINT RD-FP-COMM-E-CARSON CITY PARKS, RECREATION AND OPEN SPACE
GOE_DIST (Rev. 8/2016)



W.O. 3007483983
CARSON CITY
APN: 008-531-08

EXHIBIT "A"
EASEMENT

A portion of the Southeast quarter of the Northeast quarter of Section 12, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; recorded as Patent Number 1234015 on November 1, 1963, Official Records of Carson City, 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 Southwest Corner of said Southeast quarter of the Northeast quarter of Section 12;

THENCE along the West line of said quarter-quarter Section, North 0°26'15" East, 215.61 feet to the **POINT OF BEGINNING**;

THENCE leaving said west line, South 58°45'45" East, 323.28 feet;

THENCE South 32°33'39" East, 58.98 feet to the South line of said quarter-quarter Section being the **TERMINUS OF THIS DESCRIPTION**.

Said Easement contains 3,820 square feet more or less.

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

The Basis of Bearings for this Exhibit is the west line of said Southeast quarter of the Northeast quarter of Section 12 being North 0°26'15" East.

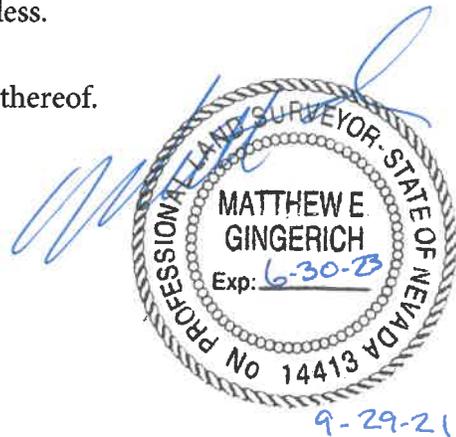


EXHIBIT A-1

APN: 008-531-03

N0°26'15"E 215.61'

P.O.B.

10.00'

S58°45'45"E

323.28'

CARSON CITY
APN: 008-531-08
SEC. 12, SE 1/4, NE1/4
PATENT: 1234015
EASEMENT AREA: 3,820 SF±

P.O.C.
SW COR.
SEC. 12, SE 1/4, NE 1/4

SE 1/4, NE 1/4 SEC 12
SE 1/4 SEC 12

S32°33'39"E 58.98'

N



APN: 008-531-09



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

EXHIBIT MAP

EASEMENT

CARSON CITY
APN: 008-531-08

SECT. 12, T. 15 N., R. 20 E., M.D.M.
CARSON CITY NEVADA

9/2021

1 OF 1

SCALE: 1" = 60'

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