

APN(s): 1219-16-002-018

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

GRANT OF EASEMENT

Anthony H. Kessler and Barbara J. Kessler. (“**Grantors**”), 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 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), bollards (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**”);
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 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.

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]

APN(s): 1219-16-002-018
RW# 0894-2020
Proj. #E-160 SUMMIT RIDGE WAY-FP-RES-E-KESSLER
Project Name: 3006124092
GOE_DESIGN (Rev. 8/2016)

GRANTORS:

Anthony H. Kessler

Anthony H. Kessler
SIGNATURE

By: Anthony H. Kessler

Barbara J. Kessler

Barbara J. Kessler
SIGNATURE

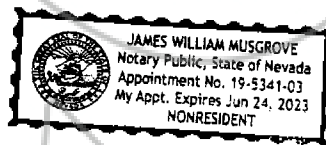
By: Barbara J. Kessler

STATE OF Nevada)
COUNTY OF CARSON) ss.

This instrument was acknowledged before me on 9-30, 2020 by Anthony H. Kessler and Barbara J. Kessler.

[Signature]
Signature of Notarial Officer

Notary Seal Area →



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Exhibit A

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

A Portion of Lot 42 in Block 1 as set forth on that certain Planned Unit Development 2014-1 of JOB'S PEAK RANCH UNIT 1, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on June 13, 1997, in Book 697, at Page 3042, as Document No. 415114, Official Records, described as follows:

Adjusted Lot 42 as Shown on Record of Survey Map No. 700227, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on May 2, 2007 as Document No. 700227, Official Records of Douglas County, Nevada.

Per NRS 111.312, this legal description was previously recorded in the County Recorder of Douglas County, State of Nevada, on August 31, 2016 as Document No. 2016-886911

Notwithstanding the foregoing, with respect to the Underground 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 Underground Utility Facilities after same are installed in connection with **Sierra Pacific Power Company Project ID 3006124092**. 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 3006124092**.

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