

APN(s): 1022-13-002-014

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

Aziz Larbaoui and Florence Larbaoui (“**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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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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GRANTOR:

Aziz Larbaoui

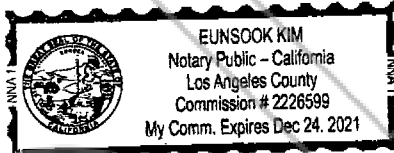
Aziz Larbaoui
SIGNATURE

STATE OF California)
COUNTY OF Los Angeles) ss.

This instrument was acknowledged before me on January 12, ~~2020~~²⁰²¹ by Aziz Larbaoui.
EK

Eunsook Kim
Signature of Notarial Officer

Notary Seal Area →



GRANTOR:

Florence Larbaoui

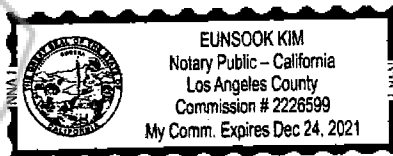
Florence Larbaoui
SIGNATURE

STATE OF California)
COUNTY OF Los Angeles) ss.

This instrument was acknowledged before me on January 12, ~~2020~~²⁰²¹ by Florence Larbaoui.
EK

Eunsook Kim
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:

PARCEL 1:

A parcel of land located within a portion of Section 13, Township 10 North, Range 22 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the Northerly line of Lot 21 as shown on the Record of Survey for Walker River Development No. 45991 of the Douglas County Recorder's Office which bears S. 04°09'41" E., 2888.05' feet from the North one-quarter corner of said Section 13; thence S. 40°54'22" E., 130.02'; thence N. 49°05'23" E., 734.11'; thence S. 01°00'00" W., 746.26'; thence N. 89°00'00" W., 486.10'; thence N. 32°42'42" W., 369.85' to point on the Northerly line of said Lot 21; thence, along said Northerly line, 73.656', along a non-tangent curve to the left having a radius of 500.00' and a central angle of 8°26'21", (chord bears N. 5397'07" E., 73.58') to the POINT OF BEGINNING.

PARCEL 2:

All that certain lot, piece or parcel or land situate in the County of Douglas, State of Nevada, being all that portion of Section 13 and the East ½ of Section 14, Township 10 North, Range 22 East, M.D.B. & M., described as follows:

Non-exclusive easements for roadway and utility purposes and to provide access to State Route No. 3, for the benefit of and appurtenant to the property conveyed hereinabove and shall insure to the benefit of and be used by all persons who may become owners of said land or any parts or portions thereof said easements being 60 feet in width the centerline of which is described as follows:

Commencing at North ¼ corner of said Section 14; thence South 89°51' East along the North line of said Section 14, a distance of 792.53 feet to a point; thence South 13°00' East 104.32 feet to a point on the Southerly right-of-way line of State Route No. 3, the true point of beginning; thence along said line South 13°00' East 360.80 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 22°30'00" for an arc distance of 196.35 feet; thence South 35°30' East 2287.85 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 29°15' for an arc distance of 255.25 feet; thence South 64°45' East 1559.09 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 49°29'15" for an arc distance of 431.86 feet; thence North 65°45'45" East 1075.22 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 16°40'22" for an arc distance of 145.50 feet; thence North 49°05'23" East a distance of 1161.73 feet to the true point of beginning.

ALSO

Commencing at North ¼ corner of said Section 14; thence South 89°51' East along the North line of said Section 14 a distance of 792.53 feet to a point; thence South 13°00' East 104.32 feet to a point on the Southerly right-of-way line of State Route No. 3; thence South 13°00' East 360.80 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 07°04'13"

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for an arc distance of 61.70 feet to the true point of beginning; thence North 76°34' East 1706.97 feet; thence on a curve to the right the tangent of which bears the last described course having a radius of 500 feet through a central angle of 28°59'00" for an arc distance of 129.23 feet; thence South 74°27' East a distance of 3465.80 feet to the true point of ending.

Reference is made to Record of Survey filed in the office of the County Recorder of Douglas County, Nevada on October 10, 1969 under File No. 45991 and the above described easements shown as Bosler Way and Kyle Drive.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on October 16, 2017 as Document No. 2017-905632 in the Official Records of the County of Douglas, 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 3006347183**. 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 3006347183**.

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