

APN(s): 1418-34-201-008

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**

**Kirk B. Ledbetter and Debra K. Ledbetter**, as Trustees of the Kirk B. and Debra K. Ledbetter Trust, dated June 11, 2008, (“**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:

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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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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**Exhibit A**

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

All that portion of Government Lot 2 of Section 34, Township 14 North, Range 18 East, MDM, being a portion of Lot 6 per the A. Cohn Tract, filed for record on March 5, 1947 as Document Number 004437, together with all that portion lying Westerly of said Government Lot 2 and Westerly of said Lot 6 per the A. Cohn Tract, being more particularly described as follows:

Commencing at a Point on the South line of said Lot 2 or Section 34, and the South line of Lot 7 per said A. Cohn Tract, and the Westerly Right-of-way of U.S. Highway 50, which bears North 89°53'00" West 525.29 feet from a BLM brass disk marked T.14N.R.18E., C1/4 S34, 1991, being the Southeast corner of said Lot 2 of Section 34, thence along a non-tangent curve concave to the West with a radius of 810.00, a central angle of 07°22'34", and an arc length of 104.28 feet, the chord of said curve bears North 01°46'50" West 104.21 feet to the Point of Beginning,

thence along the South line of said Lot 6 North 89°53'00" West 844.44 feet to the Meander Line of Lake Tahoe;

thence leaving said South line of said Lot 6 along said Meander Line of Lake Tahoe North 29°00'00" West 101.71 feet;

thence leaving said Meander Line of Lake Tahoe South 89°48'33" East 880.47 (cited South 89°53'00" East) feet to said Westerly Right-of-Way of U.S. Highway 50;

thence along said Westerly Right-of-Way of U.S. Highway 50 on a non-tangent curve concave to the West with a radius of 810.00, a central angle of 06°16'50", and an arc length of 88.79 feet, the chord of said curve bears South 08°36'32" East 98.75 feet to the Point of Beginning.

**Containing 1.749 acres, more or less.**

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on August 23, 2019 as Document No. 934198 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 3007744635**. 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 3007744635**.

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Douglas County Recorder's Office

Karen Ellison, Recorder

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(775) 782-9027

## LEGIBILITY NOTICE

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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

*Tara K. Theilemann*

6/23/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Tara Theilemann  
Printed Name