

APN(s): 1418-15-801-010

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**

Michael E. Hurlston and Joelle L. Hurlston, Trustees of The Hurlston Living Trust dated March 25, 2019, (“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 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

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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.

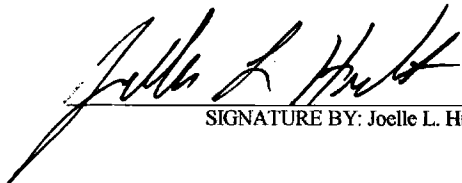
*[signature page follows]*

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**GRANTOR:**

Michael E. Hurlston and Joelle L. Hurlston, Trustees of  
The Hurlston Living Trust dated March 25, 2019

  
SIGNATURE BY: Michael E. Hurlston

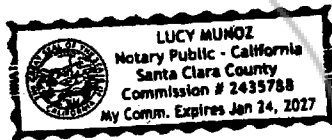
  
SIGNATURE BY: Joelle L. Hurlston

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) ss.

This instrument was acknowledged before me on Aug. 28, 2023, by Michael E. Hurlston and Joelle L. Hurlston, Trustees of The Hurlston Living Trust dated March 25, 2019

  
Signature of Notarial Officer

Notary Seal Area →



*see attached*

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**Exhibit A**

**PARCEL 1:**

All of Parcel A of the Parcel Map for Robert Martin filed in the office of the Douglas County Recorder, recorded May 13, 1974, as Document No. 73146, lying Westerly of U.S. Highway 50.

**PARCEL 2:**

All that portion of Section 15, Township 14 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the Southwesterly corner of Parcel A per that Parcel Map recorded on May 13, 1974 as Document Number 73146, Douglas County Records;

Thence North 89°41 '00" West 124.6 feet more or less to a point on the approximate low-water line of Lake Tahoe, elevation 6223.0 feet, Lake Tahoe Datum;

Thence Northerly along said approximate low-water line the following 7 courses:

- North 27°42'09" East 35.94 feet;
- North 47°45'01" West 8.07 feet;
- South 78°35'39" West 26.86 feet;
- North 58°08' 14" West 13.48 feet;
- North 75°59'50" West 30.26 feet;
- North 12°53 '32" West 26.06 feet;
- North 39°55'34" West 16.36 feet;

Thence leaving said approximate low-water line South 89°41 '00" East 170.2 feet more or less to the Northwest corner of said Parcel A;

Thence along said Parcel A South 17°54'08" East 88.34 feet (cited South 17°55" East 89.5 feet) to the point of beginning.

Excepting any portion of the Land lying within the bed of Lake Tahoe below the line whose elevation is 6223 feet, Lake Tahoe datum pursuant to Nevada Revised Statutes and also excepting any artificial accretions to said Land, waterward of said Land or natural ordinary high water or, if lake level has been artificially lowered, excepting any portion below such elevation as may be established as the boundary by boundary line agreement with the state or by quiet title action in which the state is a party.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on July 08, 2022 as Document No. 987119 in the Official Records of the County of Douglas, State of Nevada.

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 3008129085**. 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 3008129085**.

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**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SANTA CLARE

On Aug. 28, 2023 before me, Lucy Munoz, Public Notary  
Date Here Insert Name and Title of the Officer  
personally appeared Joelle L. Hurlston, Michael E. Hurlston  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Lucy Munoz  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____