

APN(s): 1418-15-801-006

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

Charles Randall Townsend and Lara Burgarello Townsend, (“**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 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.

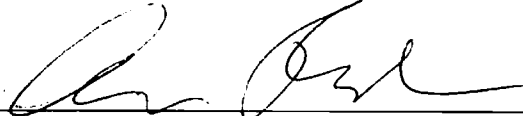
To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which 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]

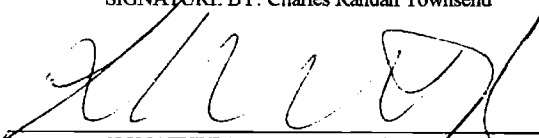
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GRANTOR:

Charles Randall Townsend and Lara Burgarello
Townsend



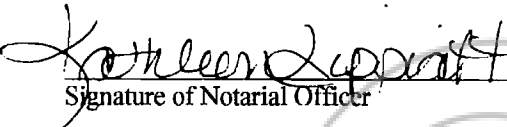
SIGNATURE BY: Charles Randall Townsend



SIGNATURE BY: Lara Burgarello Townsend

STATE OF Nevada)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on Sept 15, 2023 by Charles Randall Townsend and Lara Burgarello Townsend



Signature of Notarial Officer

Notary Seal Area →



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Exhibit A

COMMENCING at the section corner common to Sections 14, 15, 22 and 23; thence North 489.02 feet along the section line; thence North 89°41' West 1139.09 feet to the Point of Beginning; thence continuing North 89°41' West 641.13 feet; thence North 17°55' West 89.5 feet; thence South 89°41' East 186.11 feet; thence North 79°54'30" East 89.11 feet; thence South 9°59'40" East 10.14 feet; thence South 89° 41' East 393.34 feet; thence South 91.19 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion which lies within the U.S. Highway 50 Right-of-Way, said portion being described as follows:

BEGINNING at a point on the Easterly Right-of-Way line from which the Southeast corner of Parcel B bears North 89°41' West 105.27 feet; thence North 89°41' West 178.29 feet to the Westerly Right-of-Way Lineo thence North 16°08'12" East 97.79 feet; thence South 89° 41' East 157.38 feet; thence South 3°23'50" West 91.26 feet to the Point of Beginning. Situated in the SE 1/4, Section 15, T 14 N, R 18 E., M.D.M.

FURTHER EXCEPTING any portion lying within the parcel described in Boundary Line Adjustment Grant Deed, recorded Septemb34 30, 1997, in Book 0997, Page 6308, Document No. 0422893, of Official Records.

FURTHER EXCEPTING any portion of the above described property lying within the bed of Lake Tahoe below the line whose elevation is 6223 feet, Lake Tahoe datum pursuant to NRS 321.595 and also excepting any artificial accretions to said land, waterward of said land or natural ordinary high water or, if Lake level as been artificially lowered, excepting any portion below such elevation as may be established excepting any artificial accretions to said land, waterward of said land or natural ordinary high water or, if Lake level as been artificially lowered, excepting any portion below such elevation as may be established as the boundary by boundary line agreement with the State of 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 August 06, 2021 as Document No. 972186 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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