

APN(s): 1418-03-802-006

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

Stephen Brian Lynch and Camilla Lindley Lynch, as Trustees of the Lynch Family Revocable Trust Dated December 6, 2010, (“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 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

APN(s): 1418-03-802-006

RW# 1225-2021

Proj. # 3008248833

Project Name: E-GLN2600-OH REBUILD-BACK RD-NDPP

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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.

Grantee may freely, and at any time, assign all or any portion of this Grant of Easement to any third party, including but not limited to communications, internet, data and cable providers or utilities. In the case of such assignment, Grantee shall not remain responsible, nor shall its rights hereunder or the force and efficacy of this Grant of Easement be subject to the acts, omissions, or compliance by any such assignee(s) of any of the terms or conditions hereunder once such assignment(s) is made.

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): 1418-03-802-006
RW# 1225-2021
Proj. # 3008248833
Project Name: E-GLN2600-OH REBUILD-BACK RD-NDPP
GOE_DESIGN (Rev. 8/2017)

Exhibit A

All that real property situated in the Unincorporated Area of Glenbrook, County of Douglas, State of Nevada, described as follows:

Commencing at a point whence the Southeast corner of Section 3, Township 14 North, Range 18 East, M.D.B. & M. bears South 48°14' East, 645.78 feet; thence North 89°50' East 30.02 feet to the true point of beginning, being also the Southwesterly corner of the Parcel of land deeded to Martha Waterhouse, ed al, in Deed recorded in Book Y, Page 103, Deed Records, Douglas County, thence along the Westerly boundary line of said Waterhouse parcel, North 11°13' West, 283.82 feet; thence South 73° 33' West 30.13 feet; thence South 70° 31' West 301.59 feet to the Northeast corner of that parcel of land deeded to Catherine L. Knight in deed recorded in Book X, Page 248, Deed Records of Douglas County; thence South 10° 37' West along the Easterly boundary of said Knight parcel, 203.44 feet to the Southeast corner of said Knight parcel; thence South 89° 17' East, 198.56 feet; thence North 80° 50' East, 180.09 feet; thence North 80° 50' East, 30.02 feet to the point of beginning.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on November 12, 2020 as Document No. 0956316 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 3008248833**. 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 3008248833**.

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