

APN(s): 1418-03-803-001

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

W. Michael McKinley and Christine Hutchison McKinley, Co-Trustees of The McKinley Family Trust established June 7, 1983 and Mark L. McKinley and Teresa M. McKinley, (“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

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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]

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GRANTOR:

THE MCKINLEY FAMILY TRUST ESTABLISHED JUNE 7, 1983

W. Michael McKinley

 SIGNATURE

W. Michael McKinley
 Trustee

Christine Hutchison McKinley

 SIGNATURE
 Christine Hutchison McKinley
 Trustee

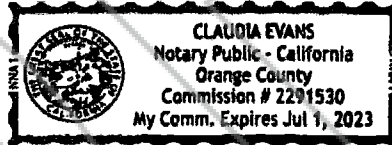
STATE OF California)
) ss.
 COUNTY OF Orange)

This instrument was acknowledged before me on December 7, 2022 by W. Michael McKinley and Christine Hutchison McKinley, Co-Trustees of The McKinley Family Trust established June 7, 1983.

Claudia Evans

 Signature of Notarial Officer

Notary Seal Area →



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GRANTOR:

MARK L. MCKINLEY AND TERESA M. MCKINLEY

SIGNATURE
Mark L. McKinley

SIGNATURE
Teresa M. McKinley

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by Mark L. McKinley and Teresa M. McKinley.

Signature of Notarial Officer

Notary Seal Area →

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Exhibit A

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Begin at a point from which the Meander Corner of Lake Tahoe between Sections 3 and 10, Township 14 North, Range 18 East, M.D.B. & M., bears South 88°49' West, 1683.16 feet, said point being the most Northerly corner of the Kroll property. Thence along the Southerly side line of a 30 foot roadway, North 54°04'30" East, 104.43 feet; North 76°34'30" East 287.39 feet; South 56°11'30" East, 79.75 feet; South 26°08'30" East 182.58 feet; thence South 48°50' West 240.18 feet to the most Easterly corner of the Kroll property; thence North 54°09'20" West, 407.09 feet to the place of beginning.

Together with a right of way over that certain road as now located, or as it may be located hereafter, extending from the State Highway known as U.S. Route 50 to the hereinabove described property.

In addition to the conveyance of the real property hereinabove described, and as an appurtenance to said real property, Grantor does hereby remise, release and forever quitclaim unto Grantee and its assign forever the easement conveyed by and described in that certain deed dated August 23, 1946, executed by The Glenbrook Company, a Delaware corporation, recorded in Book "Y" of Deeds, page 16, records of Douglas County, Nevada, said easement affecting the real property situated in the County of Douglas, State of Nevada, described as follows:

The point of beginning is a point marked by an iron pipe set in concrete, whence the meander corner between Sections 3 and 10, Township 14 North, Range 18 East, M.D.B. & M., bears North 33°13' West 1627.24 feet.

The Northerly boundary of the parcel hereinabove referred to is a line extending South 69°42' West from said point of beginning to the water line of Lake Tahoe.

The Easterly boundary of said parcel is a line extending from said point of beginning South 20°18' East, 200 feet to a point.

The Southerly boundary of said parcel is a line extending from said last mentioned point South 69°42' West to the water line of Lake Tahoe; and

The Westerly boundary of said parcel is the water line of said Lake Tahoe.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on May 8, 2014 as Document No. 0842194 in the Official Records of the County of Douglas, State of Nevada.

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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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