

APN(s): 1418-10-502-001

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

Alan M. Gregory and Ann C. Gregory, as Trustees of the Donald M. Gregory, Jr. Revocable Trust dated September 24, 2004, as to an undivided 50% interest, Alan M. Gregory and Susan K. Gregory, Trustees under the Gregory Family Trust dated August 22, 2016, as to an undivided 16.667% interest, Ann C. Gregory as Trustee of the Ann C. Gregory Living Trust dated May 6, 2004 as to an undivided 16.667%, and Robert Gregory as to an undivided 16.666% interest (“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.

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GOE_DESIGN (Rev. 8/2017)

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.

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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ACKNOWLEDGMENT

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 SAN FRANCISCO)

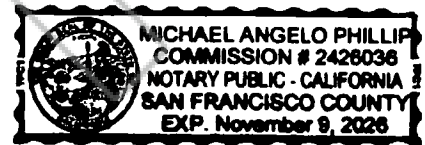
On 08/21/2023 before me, MICHAEL A. PHILLIP NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ANN CLARK GREGORY,
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.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

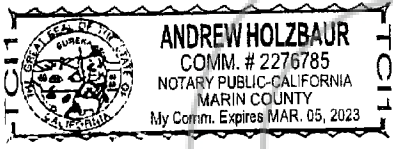
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Marin }

On 11/21/22, before me, Andrew Holzbaur, Notary Public,
personally appeared Alan M. Gregory & Susan K. Gregory

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE [Handwritten Signature]

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Grant of Easement

Document Date: 11/21/22 Number of Pages: 7

Signer(s) Other than Named Above: _____

GRANTOR:

ANN C. GREGORY LIVING TRUST AS TO AN UNDIVIDED 16.667% INTEREST

Ann C. Gregory
SIGNATURE
Ann C. Gregory
Trustee

STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me on _____, 20____ by Ann C. Gregory as Trustee of the Ann C. Gregory Living Trust dated 5/6/04 as to an undivided 16.667% interest.

Signature of Notarial Officer

Notary Seal Area →

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**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

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

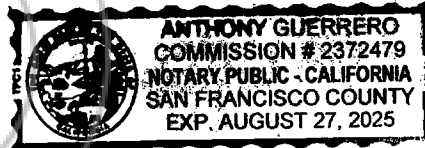
County of San Francisco

On December 13th 2022 before me, Anthony Guerrero, Notary Public

personally appeared Ann C. Gregory,
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.



(Seal)

Signature Anthony Guerrero

GRANTOR:

ROBERT GREGORY AS TO AN UNDIVIDED 16.666% INTEREST

Robert Gregory
SIGNATURE

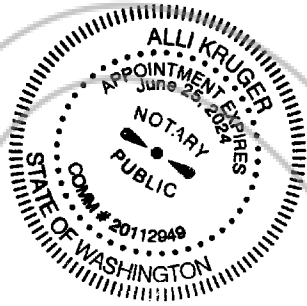
Robert Gregory

STATE OF Washington)
COUNTY OF Mason) ss.

This instrument was acknowledged before me on December 1, 2022 by Robert Gregory as to an undivided 16.666% interest.

[Signature]
Signature of Notarial Officer

Notary Seal Area →



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Exhibit A

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

Commencing at a point from which the meander corner between Sections 3 and 10, Township 14 North, Range 18 East, bears North 81 1' West 1300.52 feet; thence South 34 50' East 219.27 feet; thence South 49 47' West 117.73 feet; thence South 62 38' West 240.47 feet; thence North 14 44' West 178.3 feet; thence North 49 02' East 296.07 feet to beginning; said premises being situate in the NE1/4 of NE 1/4 and Lot 1 of Section 10, Township 14 North, Range 18 East, M.D.B. & M.

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, as set forth in that certain deed dated August 27, 1945, executed by The Glenbrook Company, a Delaware Corporation grantor, to Edward Taylor Young and Elizabeth Connell Young, his wife, Grantees, recorded in Book "X" of Deeds, page 308, records of Douglas County, Nevada

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on January 9, 2012 as Document No. 0795541 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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