

APN(s): 1418-11-201-005

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 M. Wisner and Jane W. Wisner, as Trustees of the Wisner Family Trust dated December 31, 1999, (“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:

WISER FAMILY TRUST DATED DECEMBER 31, 1999

Ch-M.W.

SIGNATURE

Charles M. Wisler
Trustee

Jane W. Wisler

SIGNATURE

Jane W. Wisler
Trustee

STATE OF _____)

COUNTY OF _____) ss.

This instrument was acknowledged before me on _____, 20____ by Charles M. Wisler and Jane W. Wisler as Trustees of the Wisler Family Trust dated December 31, 1999.

Signature of Notarial Officer

Notary Seal Area →

Please see attached sheet
for CA Notary Certificate
as per CA Civil Codes:
8202, 8205, 8207 and 1189

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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 San Francisco

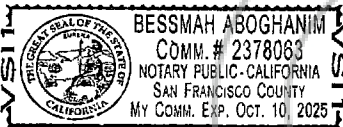
On 10-17-2022 before me, Bessmah Aboghanim, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charles M. Wiser, JANE W. WISER
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.



Signature Bessmah Aboghanim
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Grant of Easement

Document Date: 10-17-2022 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

Signer is Representing: _____

Exhibit A

All that certain real property situated in Douglas County, State of Nevada, described as follows: All that certain piece of land situate, lying and being in the County of Douglas, State of Nevada, being a portion of the Northwest Quarter of the Southwest Quarter of Section 11, Township 14 North, Range 18 East, M.D.B. & M., and more particularly described as follows:

Begin at an iron pipe set in concrete, on the Easterly side line of a 30 foot roadway, whence the meander corner of Lake Tahoe between Sections 3 and 10, Township 14 North, Range 18 East, M.D.B. & M., marked by an iron pipe set in concrete, bears North 46°15' West 3593.4 feet, and a point on the Northerly line of the F.S. Shannon Tract 11.25 feet from the Northwest corner of said tract bears South 9°48' West 512.5 feet, said point being marked by an iron pin set in concrete,

Thence North 85°44' East 219.55 feet to an iron pin set in concrete;

Thence South 3°46' East 198.78 feet to an iron pin set in concrete;

Thence South 85°44' West 212.0 feet to and iron pin set in concrete, on the Easterly side line of a 30 foot roadway;

Thence North 23°01' West 22.92 feet to an iron pipe set in concrete, on the Easterly side line of said 30 foot roadway;

Thence North 3°46' West 177.07 feet to the place of beginning.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on October 28, 2021 as Document No. 976224 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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