

**APN(s): 1418-10-810-024**

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**

Spencer R Kaitz and Roberta M Kaitz, as Co Trustees under the Spencer R Kaitz and Roberta M Kaitz Family Trust Agreement dated 4-05-2007, (“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:**

**SPENCER R KAITZ AND ROBERTA M KAITZ FAMILY TRUST AGREEMENT DATED 4-05-2007**

*Spencer R Kaitz, trustee*  
SIGNATURE

Spencer R Kaitz  
Trustee

*Roberta M. Kaitz, Trustee*  
SIGNATURE

Roberta M Kaitz  
Trustee

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by Spencer R Kaitz and Roberta M Kaitz as Co Trustees of the Spencer R Kaitz and Roberta M Kaitz Family Trust Agreement dated 4-05-2007.

~~\_\_\_\_\_  
Signature of Notarial Officer~~

~~Notary Seal Area →~~

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**CALIFORNIA ALL-PURPOSE 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 Santa Clara )

On 12-23-2022 before me, Melody A. Garliepp, Notary Public

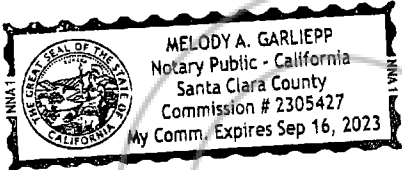
Date 12-23-2022 Here Insert Name and Title of the Officer  
personally appeared Roberta M. Kaitz and  
Name(s) of Signer(s)

Spencer R. Kaitz

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 Melody A. Garliepp  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: 12-23-2022 Number of Pages: 1  
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 Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**Exhibit A**

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

All the real property, being a portion of Section 10, Township 14 North, Range 18 East, M.D.B. & M., more particularly described as follows:

COMMENCING at the Northwest corner of Parcel B, Amended Record of Survey Map for the Glenbrook Company filed in the office of the County Recorder of said county on January 6, 1984, File No. 93920; thence South 7°31'00" West for 56.06 feet to the true point of beginning of this description; thence South 87°00'04" East for 75.77 feet; thence South 59°05'07" East for 166.89 feet; thence North 50°25'58" West for 277.02 feet; thence North 45°27'45" East for 173.05 feet; thence North 7°31'00" East for 209.31 feet to the TRUE POINT OF BEGINNING of this description.

The Basis of Bearings for this description is said Amended Record of Survey Map for the Glenbrook Company, File No. 93920, Douglas County, Nevada.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on December 30, 2020 as Document No. 959204 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 3007031990**. 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 3007031990**.

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