

APN(s): 1418-10-702-008

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

Gary R. Clemons and Susan M. Clemons, Trustees of the Gary R. Clemons Revocable Trust dated February 29, 2009, as to a 50% interest, and Gary R. Clemons and Susan M. Clemons, Trustees of the Susan M. Clemons Revocable Trust dated February 29, 2009, as to a 50% 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.

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

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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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Exhibit A

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

Being a portion of Parcel 1 and Parcel 2 per that Quit Claim Deed, recorded February 13, 1997 as document number 0406621, and all that portion of that Parcel of land described in that Deed of Trust, recorded November 18, 2008 as document number 733249, more particularly described as follows;

Beginning at the Southeast corner of said Parcel of land described in document number 733249,

thence South 88°49'10" West 276.01 feet;
thence South 00°30'45" East 15.00 feet;
thence South 89°29'15" West 65.00 feet;
thence North 27°04'39" West 4.47 feet;
thence South 89°29'15" West 38.00 feet;
thence South 26°03'09" West 4.47 feet;
thence South 89°29'15" West 192.10 feet;
thence along the Low-water Line of Lake Tahoe, being an elevation of 6223.0 feet, Lake Tahoe Datum, the following 4 courses:

North 49°37'18" East 18.55 feet;
North 40°15'18" East 42.44 feet;
North 48°45'33" East 29.40 feet;
North 47°23'19" East 3.69 feet;
thence North 88°49'10" East 500.00 feet;
thence North 00°37'16" West 51.93 feet;
thence along a non-tangent curve concave to the West, having a radius of 190.00 feet, a central angle of 20°52'24" and an arc length of 69.22 feet, the chord of said curve bears North 16°08'27" West 68.84 feet;
thence South 28°17'48" West 9.31 feet;
thence North 61°42'25" West 70.31 feet;
thence North 28°17'48" East 44.21 feet;
thence South 61°42'25" East 70.31 feet;
thence South 28°17'48" West 10.99 feet;

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thence along a non-tangent curve concave to the West, having a radius of 210.00 feet, a central angle of 24°52'36" and an arc length of 91.18 feet, the chord of said curve bears South 17°53'39" East 90.46 feet;

thence South 00°37'16" East 52.60 feet;

thence South 88°49'10" West 10.00 feet;

thence South 01°28'07" West 53.45 feet to the Point of Beginning.

Containing 38,178 square feet, more or less.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on January 17, 2020 as Document No. 2020-941020 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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