

APN(s): 1418-11-302-001

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

David W. Morgan and Palmyra B. Morgan, husband and wife as joint tenants with right of survivorship, (“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:

DAVID W. MORGAN AND PALMYRA B. MORGAN

David W. Morgan

SIGNATURE

David W. Morgan

Palmyra B. Morgan

SIGNATURE

Palmyra B. Morgan

STATE OF California)

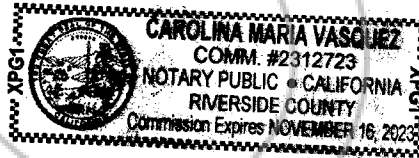
COUNTY OF Riverside) ss.

This instrument was acknowledged before me on November 30, 2022 by David W. Morgan and Palmyra B. Morgan.

Carolina Maria Vasquez
Signature of Notarial Officer

Please see attached document

Notary Seal Area →



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

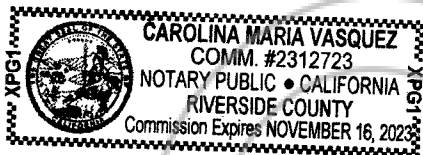
CIVIL CODE § 1189

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 Riverside }

On November 30, 2022 before me, Carolina Maria Vasquez, Notary
Date Here Insert Name and Title of the Officer
personally appeared David Warren Morgan & Palmyra Barbara Morgan
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 Carolina Maria Vasquez
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: _____
Document Date: _____ Number of Pages: _____
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 of Conservator
 Other: _____
Signer is Representing: _____

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

Exhibit A

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

Begin at an iron pin set in concrete, 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 40°00' West 3902.9 feet;

Thence North 77°41' East 179.44 feet to an iron pin set in concrete, on the Westerly side of an irrigation ditch.

Thence South 28°59' East, 453.13 feet along the westerly side of said ditch to an iron pipe set in concrete, on the Northerly side of old Glenbrook-Carson City Road;

Thence North 71°55' West 313.06 feet along the Northerly side of said road, to an iron pin set in concrete;

Thence North 80°38' West 108.17 feet along the Northerly side of said road to an iron pipe set in concrete;

Thence North 0°22' West 240.93 feet to an iron pipe set in concrete;

Thence North 77°41' East 11.25 feet to the place of beginning.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on November 16, 2017 as Document No. 906980 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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