

APN(s): 1418-10-401-004

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

Ernest W. Moody, as Trustee of The Ernest W. Moody Revocable Trust dated January 2009, (“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

APN(s): 1418-10-401-004
RW# 1088-2021
Proj. # 3007031990
Project Name: E-GLENBROOK UNDERGROUNDIN-FP-COMM-E-FELTON
GOE_DESIGN (Rev. 8/2017)

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 will install facilities as close to the locations identified below on Exhibit B as reasonably possible. In the event of an unforeseen conflict, a new location for the facilities will be mutually agreed upon between Grantor and Grantee. Grantor agrees to cooperate in good faith with that process.

Upon completion of initial installation of the Underground and Additional Utility Facilities, Grantee agrees to remove any previously existing overhead electric facilities that it does not deem necessary or in use, not including any telecommunications facilities. Grantee shall provide Grantor with an as-built drawing depicting approximate locations (only) of the Underground Utility Facilities installed under this Grant of Easement.

The parties agree that any party who prevails in any action at law or equity based on or arising out of this grant of easement shall be awarded their reasonable attorneys' fees and legal costs.

Grantee may assign this easement to any affiliate, subsidiary or parent company, whether by direct assignment or transfer by operation of law.

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]

APN(s): 1418-10-401-004
RW# 1088-2021
Proj. # 3007031990
Project Name: E-GLENBROOK UNDERGROUNDIN-FP-COMM-E-FELTON
GOE DESIGN (Rev. 8/2017)

Exhibit A

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

PARCEL 1:

Beginning at the 1/4 section corner on the South line of Section 10, Township 14 North, Range 18 East, Mount Diablo Base and Meridian; thence from said point of beginning, South 92.80 feet; thence North 68°30' West 300.85 feet; thence North 12°05'04" East 266.75; thence North 47°19' East 135.00 feet to the true point of beginning; thence from said true point of beginning North 42°41' West 399.58 feet to a point in the meander line North 58°49' East 137.77 feet to a point in the Southwesterly line of lands deeded by the Glenbrook Company, a Delaware corporation to Edward S. Clark and Elizabeth C. Clark, his wife, by Deed recorded October 3, 1946 in Book Y of Deeds at Page 21, Douglas County, Nevada Records; thence along said Southwesterly line South 42°41' East 372.96; thence South 60°48' West 3.65 feet; thence South 47°19' West 131.45 feet to the true point of beginning.

PARCEL 2:

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 herein above described property.

PARCEL 3:

Beginning at a point on the meander line of Lake Tahoe said point being the most Westerly corner of that certain 3.249 acre parcel deeded to Clark; thence from said point of beginning along said meander line South 58°49' West 137.77 feet; thence leaving said line North 42°41' West 64.33 feet to a point in the shore line of Lake Tahoe; thence along said shore line the following courses and distances: North 72°32' East 56.32 feet; thence North 64°48" East 73.00 feet; thence North 31°20' East 15.00 feet to a point which bears North 42°41' West from the point of beginning; thence South 42°41' East 50.00 feet to the point of beginning.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on December 16, 2011 as Document No. 0794432 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.

APN(s): 1418-10-401-004
RW# 1088-2021
Proj. # 3007031990
Project Name: E-GLENBROOK UNDERGROUNDIN-FP-COMM-E-FELTON
GOE_DESIGN (Rev. 8/2017)

Exhibit B

141810401004
181 YELLOW JACKET RD

APN(s): 1418-10-401-004
RW# 1088-2021
Proj. # 3007031990
Project Name: E-GLENBROOK UNDERGROUNDIN-FP-COMM-E-FELTON
GOE DESIGN (Rev. 8/2017)