

APN(s): 008-211-47

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

County Of Washoe, a political subdivision of the State of Nevada, (“Grantor”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of themselves and their 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 aboveground and/or underground communication facilities, gas systems for the distribution and transmission of gas and electric line systems for the distribution of electricity, consisting of poles, guys, anchors, cables, conduit, duct banks, manholes, vaults, transformers, pipes, valves, fittings, regulators (aboveground or underground), meters (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements (**“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 of this document 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 Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located in the Easement Area on the date Grantor signs this 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.

RW# 0115-2022
Proj. #3008526135 (E) & 300856174 (G)
Project Name: E-1498 E 7TH ST-FP-COMM-EG-WASHOE COUNTY
GOE_COMBINED (OH_UG) (Rev. 11/2019)

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 gas and electrical practices standards and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

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]

County of Washoe, a political subdivision
of the State of Nevada

By: _____
PRINT NAME

STATE OF _____)
) ss.
COUNTY OF _____)

Signature of Notarial Officer

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Exhibit A

A portion of that parcel as described in that certain document recorded on December 21, 2021 as Document No. 5261357 in the Official Records of the County of Washoe, 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 any underground Utility Facilities after same are installed in connection with **Sierra Pacific Power Company Project ID 3008526135 and 3008526174**, or for any subsequent additions or modifications. The easement area around any aboveground Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of such aboveground Utility Facilities, after same are installed in connection with **Sierra Pacific Power Company Project ID 3008526135 and 3008526174**, or for any subsequent additions or modifications.

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