

APN(s): 142-011-02

WHEN RECORDED MAIL TO:

Land Resources

NV Energy

P.O. Box 10100 MS S4B20

Reno, NV 89520

GRANT OF EASEMENT

Washoe County, 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 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, including inside any room(s) or interior closet or space(s) of a building or structure within which any of the above mentioned Underground and Additional Utility Facilities are constructed and operated (“**Easement Area**”);
2. for twenty-four hour unrestricted ingress and egress to, from, over and across the Easement Area, including direct outside access to any room(s) or interior space(s) of a building or structure within which any of the above mentioned Underground and Additional Utility Facilities are constructed and operated (such interior room, closet or space shall be referred to herein as a “**Meter Room**”), for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to remove, breach or penetrate, clear, cut or trim any obstruction or material (including, but not limited to, vegetation, structures, noncompliant improvements, security systems or locking mechanisms) from the Easement Area (including surface and subsurface areas) 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. Notwithstanding that, Grantor knowingly and voluntarily releases, waives and forever discharges Grantee of and from all claims, demands, causes of action, grievances and liabilities of any kind, including but not limited to those for violation of privacy, personal injury, wrongful death, or property damage arising from or related to the Meter

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GOE_METER ROOM (Rev. 11/19)

Room and Grantee's entry into and operation of the Underground Utility Facilities and Additional Utility Facilities within same. 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 must install a dual locking system on Meter Room door(s) so that Grantee can provide its own padlock if Meter Room doors are to be locked. Grantor must place a conspicuous, permanent designation or sign on the outside of the Meter Room door(s) identifying the room as "Electrical Meter Room." Grantor must not modify or alter the Meter Room(s) or the buildings or structures in any way that will jeopardize Grantee's clearances (pursuant to Grantee's standards), or obstruct or restrict Grantee's direct outside access to the Meter Room, as described on Exhibit B. Grantor must keep the Meter Room free from obstruction and must not permit anything to be stored in the room, including but not limited to boxes, ladders, and maintenance equipment. Grantor must keep clear and maintain safe access to the Meter Room and must not permit any person or animal, which may be perceived as a threat to personal safety, to impede Grantee's access to these rooms.

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, other covered facilities, and noncompliant doors, gates, security systems and locking mechanisms. 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.

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.

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GRANTOR:

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

SIGNATURE

By: _____
PRINT NAME

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by _____ as
_____ of Washoe County, a political subdivision of the State of Nevada.

Signature of Notarial Officer

Notary Seal Area →

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Exhibit A

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

Parcel 2 as shown on Record of Survey Map No. 3566, "RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR WASHOE COUNTY PARKS & RECREATION", filed in the office of the County Recorder of Washoe County, State of Nevada, on February 22, 1999 as File No. 2309512, Official Records.

Notwithstanding the foregoing, with respect to the Underground 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 Underground Utility Facilities after same are installed in connection with **Sierra Pacific Power Company Project ID 3004630364**. 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 3004630364**.

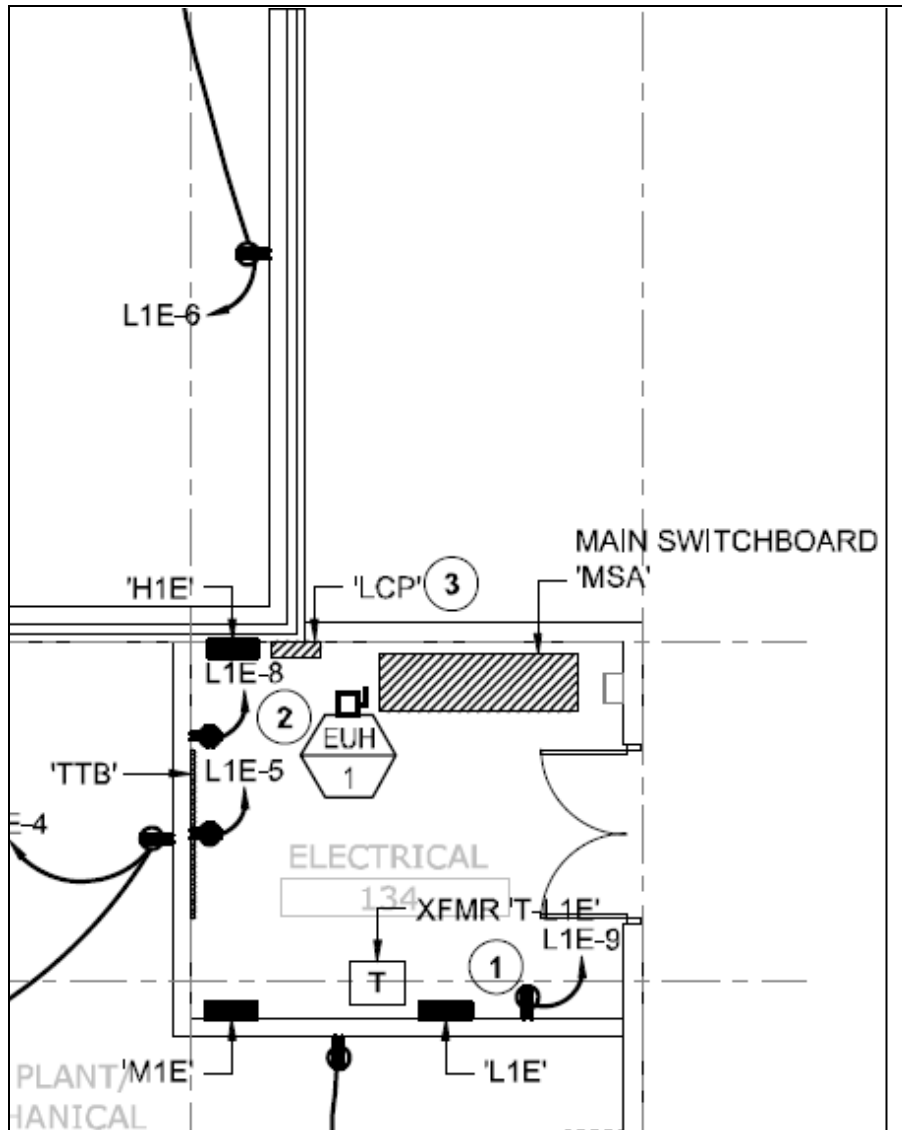
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Exhibit B **Meter Room Detail**



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B

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