

## EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (“**Agreement**”) is dated as of the last date executed below (“**Effective Date**”) and is made and entered by and between DANDINI SPECTRUM HOLDINGS, LLC, a Delaware limited liability corporation (“**DSH**”), and WASHOE COUNTY, a political subdivision of the State of Nevada (“**County**”). DSH and County shall be referred to individually as “**Party**” and collectively as “**Parties**”.

### RECITALS

A. DSH is the owner of certain real property, located in the County of Washoe, commonly known as 0 Spectrum Blvd., Reno Nevada 89512, Assessor’s Parcel Number 035-681-07 (“**DSH Property**”).

B. County is the owner of certain real property, commonly known as 5190 Spectrum Blvd., Reno, Nevada 89512, Assessor’s Parcel Numbers 502-250-31, as more particularly described on Attachment A (the “**County Property**”).

C. To facilitate development of the DSH Property, DSH desires an access and utility easement on a portion of the County Property allowing for secondary emergency access and a water main to the DSH Property.

D. To mitigate safety concerns over the development and ultimate use of the DSH property, the County desires funds to construct certain improvements at its shooting range located on the County Property (collectively, the “**Safety Improvements**”).

D. On the terms and conditions set forth in this Agreement, DSH wishes to purchase and County wishes to sell: (i) a permanent, non-exclusive easement for secondary emergency access and related improvements, such as drainage facilities, gates, and soil retention (collectively, the “**Access Road**”), and water main (the “**Water Main**” and together with the Access Road, the “**DSH Improvements**”) each servicing the DSH Property; and (ii) a temporary construction easement for the purpose of constructing and installing the DSH Improvements (collectively, the “**Easements**”) across a portion of the County Property (“**Easement Area**”), as more specifically depicted and described in the exhibits to the Emergency Secondary Access Easement, attached hereto as Attachment B and incorporated herein by this reference (“**Easement Agreement**”).

### AGREEMENT

In consideration of the foregoing, the promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DSH and County agree as follows:

#### 1. Purchase and Sale.

1.1 Agreement to Sell and Purchase Easements. Subject to the terms and conditions of this Agreement and the Easement Agreement, DSH agrees to purchase, and County agrees to sell DSH the Easements for the Purchase Price and on the terms set forth herein and in the Easement Agreement.

1.2 Purchase Price for the Easements. The purchase price for the Easements is equal to Six Hundred and Fifty Thousand Dollars (\$650,000.00) (“**Purchase Price**”). Except as expressly set forth in in this Agreement or the Easement Agreement, DSH will have no obligation to and will not be required to (a) pay any amounts in excess of the Purchase Price for any Safety Improvements or other improvements

on or to the County Property, or (b) perform any work or construct or install any improvements.

1.3 Payment of Purchase Price. At the Closing (as defined below), DSH will pay the Purchase Price to the County.

1.4 Easements. The Parties acknowledge the Easements will be granted on the terms and conditions set forth in the Easement Agreement. DSH or its designee will be responsible for construction, installation and maintenance of the DSH Improvements and any related access within the Easement Area. DSH will be responsible for cleaning up any construction debris or materials after completion of the initial installation of the DSH Improvements in the Easement Area, and upon completion of such construction, DSH will make every commercially reasonable effort to restore the Easement Area to substantially the same condition as the Easement Area was in prior to DSH's entry thereon, except for the DSH Improvements. This section will survive Closing.

## 2. Closing.

2.1 Closing Date. DSH and County agree the consummation of the transactions contemplated by this Agreement ("**Closing**") shall take place on a date and time mutually agreed to by the Parties but no later than thirty (30) days after the date this agreement is signed by all parties.

2.2 Closing Costs. The Parties shall bear their own attorney's fees and costs. DSH shall be responsible for any recording costs and any taxes assessed on the granting of the Easements, if any.

2.4 Final Easement Area. The description and depiction of the final easement area is as shown and attached hereto as Exhibit B. In the event that TMWA or the City of Reno does not approve the design of the DSH Improvements within the final easement area, the Parties shall cooperate to revise the Easement Area such that TMWA or the City of Reno, as applicable, approve the design of the DSH Improvements.

2.5 TMWA Easement. County will reasonably cooperate with DSH and TMWA to finalize an agreement to be recorded, in a form acceptable to TMWA, granting TMWA a non-exclusive easement for the construction, maintenance, repair, reconstruction, use and operation of the Water Main ("**TMWA Easement**").

3. POST CLOSING OBLIGATIONS. After Closing, DSH, at its sole cost and expense, will construct and install as part of the DSH Improvements: (a) a manual access gate at the terminus of Ranger Road and (b) an electronic access gate at the front entrance of the RPSTC (collectively, the "**County Improvements**"). The County Improvements will be sufficient to maintain security of the RPSTC in at least as secure condition as maintained as of the Effective Date. Once installed, the County Improvements will be solely owned and maintained by the County at the County's cost and expense.

## 4. REPRESENTATIONS AND WARRANTIES.

4.1 County's Representations and Warranties. County makes the following representations and warranties and agrees to the following covenants and obligations for the benefit of DSH:

(a) County is a duly organized, validly existing political subdivision of the State of Nevada, and has the full right, power and authority to enter into and carry out the transactions contemplated by this Agreement. The execution of this Agreement has been approved by the appropriate governing body

of County. County has duly executed and delivered this Agreement and the Easement Agreement. The entering into of this Agreement and the carrying out of the transactions contemplated hereby does not and will not constitute a default (or an event which, with the giving of notice or the passage of time, would constitute a default) under any agreement, judgment, injunction, order, or decree binding upon County.

(b) County is the sole owner of, and has good and marketable fee title to the County Parcel, with due authorization to sell and convey the Easements to DSH.

(c) Neither County's execution of this Agreement nor the consummation of this sale will constitute a violation or breach by County of any contract or other instrument to which it is a party, or to which County is subject, or by which any of County's assets or properties may be affected, or any judgment, order, writ, injunction or decree issued against or imposed upon County; or will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

(d) County has no actual knowledge of the location and nature of any underground storage activities, buried trash or foreign materials, disposal areas, mining, wells or other sites of this sort in the Easement Area, whether these sites are visible from the surface of the land or not.

(e) The representations and warranties of County set forth in this Agreement shall be true on and as of the Closing Date as if those representations and warranties were made on and as of such time.

(f) All requisite action has been taken by County in connection with the entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby, and any required consent of any judicial or administrative body, governmental authority or other party has been obtained as required;

(g) This Agreement and all documents required hereby to be executed by County are and shall be valid, legally binding obligations of and enforceable against County in accordance with their terms; and

(h) There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending, or to County's actual knowledge, threatened against County or the County Property.

4.2 DSH's Representations and Warranties. DSH makes the following representations and warranties for the benefit of County:

(a) DSH is a duly organized, validly existing company, formed under the laws of the state of Nevada, and has the full right, power and authority to enter into and carry out the transactions contemplated by this Agreement. The execution of this Agreement has been approved by the appropriate governing body of DSH, in compliance with the organizational and governing documents of DSH. DSH has duly executed and delivered this Agreement and the Easement Agreement. The entering into of this Agreement and the carrying out of the transactions contemplated hereby does not and will not constitute a default (or an event which, with the giving of notice or the passage of time, would constitute a default) under any agreement, judgment, injunction, order, or decree binding upon DSH.

(b) All requisite corporate action has been taken by DSH to authorize the entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby, and any required consent of any partner, member, director, officer, shareholder, trustee, trustor,

beneficiary, creditor, investor, judicial or administrative body, governmental authority or other Party has been obtained as required;

(c) The individual executing this Agreement and the instruments referenced herein on behalf of DSH has the legal power, right, and actual authority to bind DSH to the terms and conditions hereof and thereof;

(d) This Agreement and all documents required hereby to be executed by DSH are and shall be valid, legally binding obligations of, and are enforceable against, DSH in accordance with their terms; and

(e) The representations and warranties of DSH set forth in this Agreement shall be true on and as of the Closing Date as if those representations and warranties were made on and as of such time.

## **5. Default.**

5.1 **DSH Default.** If DSH breaches any of its obligations under this Agreement and does not (i) cure the same within a ten (10) days following written notice from County to the extent such can be cured within ten (10) days, or (ii) commence to cure within ten (10) days following written notice from County and diligently complete such cure as soon thereafter as feasible, then DSH shall be in default under this Agreement. In such case, County shall be entitled to terminate this Agreement and neither Party will have any rights or obligations under this Agreement, except those that expressly survive termination hereof. The remedies set forth in this Section shall be County's sole and exclusive remedy in the case of any breach or default by DSH under this Agreement, and County hereby waives, releases and relinquishes any and all other rights and remedies arising out of or on account thereof, whether at law, in equity, or otherwise.

5.2 **County Default.** If at any time County breaches any of its obligations under this Agreement and does not cure the same within ten (10) days following written notice from DSH, provided that DSH is not then in breach of any of its obligations under this Agreement, then County shall be in default under this Agreement. In such case, DSH shall be entitled to terminate this Agreement and neither Party will have any rights or obligations under this Agreement, except those that expressly survive termination hereof. DSH's sole remedies are, either to (i) terminate this Agreement, or (ii) to enforce specific performance of County's obligation to sell the Easements to DSH in accordance with this Agreement. DSH expressly waives all rights to obtain damages in the event of County's failure to close the sale of the Easements hereunder other than recovery of attorneys' fees and such damages as may be recovered in an action for specific performance; except that if the remedy of specific performance has been rendered unavailable due to the actions of County, DSH shall have all rights and remedies at law or in equity without limitation. DSH shall be deemed to have elected to terminate this Agreement if DSH fails to file suit for specific performance against County, in a court having jurisdiction in the county and state in which the Property is located, within one hundred twenty (120) days following the date upon which Closing was to have occurred.

## **6. Brokers.**

Each of County and DSH represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the transactions contemplated under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any claim by any such person to a commission, fee, or other consideration in connection with the transaction provided for herein.

7. **Miscellaneous Provisions.**

7.1 **Time is of the Essence.** Time is of the essence of this Agreement.

7.2 **Notice.** All notices hereunder shall be in writing, and shall be deemed to have been given or made when actually received if sent by email, certified mail, postage prepaid, and return receipt requested, Federal Express (or other nationally recognized overnight delivery service), personal delivery by delivery service obtaining written confirmation of its deliveries, or facsimile transmission (followed by a hard copy sent by certified mail, personal delivery, or Federal Express), and will be directed as follows:

**County:**

Community Services Department

Attn: Director

Telephone: 775-328-3600

Email:

**DSH:**

**[Please insert]**

Attn:

Telephone:

Email:

**With a copy to County's Legal Counsel:**

Washoe County District Attorney

Attention: Civil Division

1 S. Sierra St.

Reno, NV 89501

**With a copy to DSH's Legal Counsel:**

McDonald Carano LLP

Attention: Josh Hicks

100 West Liberty Street, 10<sup>th</sup> Floor

Reno, NV 89501

Telephone No.: (775) 788-2000

Email: Jhicks@mcdonaldcarano.com

Either Party may change its address by written notice to the other Party.

7.3 **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving Party, which shall be extended by a period of time equal to the period of the delay.

7.4 **Survival.** All representations, agreements, warranties and covenants of the Parties set forth in this Agreement shall survive the Closing Date and shall not merge into the Easement Agreement.

7.5 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto to whom this Agreement is assigned or who assume the obligations of the Parties under this Agreement.

7.6 **Confidentiality.** The Parties agree to keep confidential the economic terms of this Agreement, including, without limitation, the Purchase Price, except as required by applicable law.

7.7 **Entire Agreement.** This Agreement (including all exhibits and attachments attached hereto) is the final expression of and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

7.8 **Governing Law.** The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The Parties hereto expressly agree that this Agreement shall be

governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

7.9 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or scanned email and shall be effectively delivered upon the date such transmission is received by the other Party. Delivery of this Purchase Agreement and any amendment hereto may be accomplished by U.S. Mail or electronic mail (email) transmission of this Purchase Agreement. Email, .pdf and electronic signatures shall be legal and binding for all purposes.

7.10 Days of Week. If any date for performance herein falls on a day that is not a business day, the time for such performance shall be extended to 5:00 p.m. Reno time on the next business day. A business day is any day that is not a Saturday, Sunday or legal holiday, pursuant to the laws of the State of Nevada or United States.

7.11 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law.

7.12 Assignment. Neither Party shall have any right to assign and transfer this Agreement without the prior written consent of the other Party, in the other Party's sole discretion.

7.13 Written Amendments. This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both Parties. No oral statements or representations subsequent to the execution hereof by either Party are binding on the other Party, and neither Party shall have the right to rely on such oral statements or representations.

7.14 Future Cooperation. Each Party shall, at the request of the other, at any time, execute and deliver to the requesting Party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

7.15 Interpretation. As used in this Agreement, the masculine, feminine, or neuter gender, or the singular or plural number, shall each be considered to include the others whenever the context so indicates. The Parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The Parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist, or against the draftsmen. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

*[Signatures to follow]*

*[Signature page to Easement Purchase and Sale Agreement]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

**DSH:**

DANDINI SPECTRUM HOLDINGS LLC,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY:**

WASHOE COUNTY,  
a political subdivision of the State of Nevada

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Attachment A**

**Legal Description of County Parcel**

[Insert Legal Description]

**Attachment B**

**Form of Easement Agreement**

APN: 502-250-31 (burdened)  
035-681-07 (benefitted)

When Recorded Mail To:

[Insert Name and Contact Information]

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.
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_____ Signature of Declarant or Agent
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**EMERGENCY ACCESS AND UTILITY EASEMENT**

This Emergency Access Easement (“Agreement”) is made \_\_\_\_\_, 2025 by and between Washoe County, a political subdivision of the State of Nevada (“Grantor”), as grantor, and Dandini Spectrum Holdings LLC, a Nevada limited liability company (“Grantee”), as grantee.

**RECITALS**

A. Grantor is the owner of certain real property, located in the County of Washoe, commonly known as Assessor’s Parcel Number 502-250-31 located at 5190 Spectrum Blvd., Reno, Nevada 89512 (“County Property”).

B. Grantee is the owner of certain real property, commonly known as Assessor’s Parcel Number 035-681-07 (the “Grantee Property”).

C. Grantor desires to grant Grantee easements for access, construction and use of a secondary emergency access road and water main across a portion of the County Property for the benefit of the Grantee Property, as set forth herein.

D. Grantee desires to hold harmless Grantor from any claims and/or litigation arising out of Grantee’s actions in connection with its easement(s) on County Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns (collectively, the “Easements”):

- a. a permanent, non-exclusive easement over, across, upon, under, and through that portion of the County Property more fully described in Exhibit A and depicted on Exhibit A-1 attached hereto and made a part hereof (the “Facilities Easement Area”) for ingress and egress to and to construct, alter, maintain, inspect, repair, replace, reconstruct, operate and use a secondary emergency access road to the Grantee

Property and related appurtenances and fixtures that may be necessary or appropriate in connection therewith, including, without limitation, access gates, drainage facilities, gutters, curbs, slope retention, and retaining walls (collectively, “Emergency Access Road”) and to construct and install a water main and related facilities servicing the Grantee Property (collectively, the “Water Main”), and as applicable, dedicate to governmental authorities the Emergency Access Road and ancillary improvements as required by and at the request of the County of Washoe or other applicable governmental entity;

- b. for the period of time beginning on the commencement of construction and expiring upon final completion of the Emergency Access Road and Water Main, a temporary and non-exclusive easement and right of way over, across, upon, under, and through that portion of the County Property more fully described on Exhibit B and depicted on Exhibit B-1 (the “Construction Easement Area”, and together with the Facilities Easement Area, the “Easement Area”) for the purpose of constructing and installing the Emergency Access Road and Water Main; and
- c. for reasonable access, ingress and egress necessary for the activities in (a) and (b) above.

2. Compliance with Laws. Grantee shall fully comply with (and shall cause all persons acting through or on behalf of them to fully comply with) all laws, ordinances, rules and regulations (including, without limitation, dust control permits and procedures) applicable to the use of the Easements and Easement Area, including without limitation, any special use permit issued by the City of Reno.

3. Maintenance. Grantee, and its successors and assigns are solely responsible for maintenance, repair, and upkeep of the Emergency Access Road and will maintain the same in reasonably good condition and repair. Maintenance will include, but is not limited to snow removal (when over 4” and upon demand by Grantor), sealant, weather maintenance, and road repair, to the extent the same is reasonably required, as determined in Grantee’s reasonable discretion. Notwithstanding the foregoing, Grantor will be solely responsible for any damage to the Emergency Access Road caused by Grantor’s or its employees, agents, representatives, guests, and invitees.

4. Costs for Installation and Maintenance of Improvements. Grantee shall be solely responsible for the costs of the work and improvements performed (or caused to be performed) by Grantee, to the extent such obligations are not assigned to and assumed by a governmental entity. Grantee or its successors shall further be solely responsible for all maintenance of said improvements until such time as the easements are terminated or accepted and assumed by a governmental entity.

5. Construction and Maintenance Restrictions. Subject to a day-for-day extension for any delays caused by Grantor, Truckee Meadows Water Authority, the City of Reno, or any force majeure events, Grantee will take all reasonable steps to complete construction of the Emergency Access Road and Water Main within twelve (12) weeks after the first day Grantor commences construction thereon. For the sake of clarity, “commencing construction,” as used in this Section, means beginning any grading or digging activities on the Grantor Property, but does not include: (i) delivery or storage of equipment or materials; or (ii) the preparation of geotechnical reports or studies undertaken in preparation of construction. If Grantee fails to complete construction of the Emergency Access Road and Water Main pursuant to this Section, Grantee shall pay Grantor five hundred (\$500.00) per day until construction is completed, and shall retain all rights granted to it pursuant to this Agreement. Prior to conducting any construction or maintenance of the Emergency Access Road or Water Main, Grantee will coordinate with Grantor to limit the impact and interference said activities have on the County

Property and the operations thereon. Grantor may connect to the Water Main, at its sole cost and expense, provided that Grantor obtains all applicable consents and approvals and Grantor is solely responsible for the maintenance and operation of such connection and any related facilities.

6. No Liens. Grantee will not directly or indirectly create, or permit to be created or remain, and will discharge promptly, any lien, encumbrance or charge upon the Easement Areas or any part thereof, or upon any of the real property of Grantor, arising out of or in connection with any of the work or improvements performed or constructed by or on behalf of Grantee under this Easement. Grantee may contest any obligation to a lienholder provided that it first releases any liens by posting a surety bond pursuant to Chapter 108 of the Nevada Revised Statutes.

7. Indemnity. Grantee shall fully defend, indemnify, and hold harmless Grantor from any and all claims, lawsuits, demands, causes of actions, liability, loss, damage and/or injury, of any kind whatsoever (including, without limitation, all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death) (collectively, "Claims"), arising out of or relating to, in any way, any acts, omissions, negligence, or willful misconduct on the part of such Grantee, its owners, personnel, employees, agents, contractors, invitees, or volunteers, in connection with Grantee's use of the Easements; provided that no Grantee will have any obligations under this Section for any Claims arising from or otherwise relating to any acts, omissions, negligence, or willful misconduct of the Grantor or the other Grantee. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses.

8. Termination and Release. The County and Grantee, to the extent Grantee is the successor in interest to that certain Cross Utility Easement Agreement, recorded January 3, 2000, in the Official Records of Washoe County, as Document Number 2411467 ("Cross Utility Easement"), each does hereby terminate, release, and otherwise abandon any and all interest such Party holds hold in and to the Cross Utility Easement.

9. Miscellaneous. This document shall be governed by the laws of the State of Nevada. In any action to enforce its rights hereunder, the prevailing party or parties shall be entitled to reasonable attorneys' fees and costs of suit from the non-prevailing party or parties. This document may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument. Each Party agrees that it shall, from time to time, upon the request of the other Party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably requested to effectuate the intent and purpose of this Agreement or which may be reasonably necessary or advisable to confirm title to or interest in or to enable it to deal with and dispose of, any of the interests conveyed herein or to be conveyed hereunder, including without limitation, documents reasonably necessary to effectuate the dedication described in Section 1.

*[Signature page follows]*

*[Signature page to Access and Gas Line Easement]*

THIS GRANT OF EASEMENT and the terms contained herein shall be appurtenant to and run with the Grantee Property and County Property and burden the Easement Area, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The rights granted herein shall be freely assignable, in whole or in part, by Grantee without any further approval or consent from Grantor.

**GRANTOR:**

**WASHOE COUNTY**, a Nevada political  
subdivision

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

**DANDINI SPECTRUM HOLDINGS LLC**, a  
Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Notary Pages to Follow]*

*[Notary page to page to Access and Gas Line Easement]*

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a notary public in and for said State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a notary public in and for said State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

**Exhibit A**  
Description of Facilities Easement Area

*[To be attached]*

**Exhibit A-1**  
Depiction of Facilities Easement Area

*[To be attached]*

**Exhibit B**  
Description of Construction Easement Area

*[To be attached]*

**Exhibit B-1**  
Depiction of Construction Easement Area

*[To be attached]*

**Attachment C**  
Anticipated Easement Area

*[To be attached]*

