

APN(s): 008-473-01

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)

Recorded By: THESSEY

**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 CHURCHILL, 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 ("**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 is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

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GOE_DESIGN (Rev. 8/2017)

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.

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:

COUNTY OF CHURCHILL

H. Peter Olsen
SIGNATURE

By: H Peter Olsen
PRINT NAME

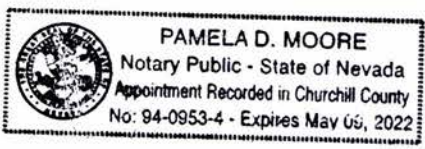
Title: Chair

STATE OF Nevada)
COUNTY OF Churchill) ss.

This instrument was acknowledged before me on Aug. 18, 2021 by H. Peter Olsen as Chairman of COUNTY OF CHURCHILL.

Pamela D. Moore
Signature of Notarial Officer

Notary Seal Area →



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Exhibit A

A parcel of land in the Southeast quarter of Northeast quarter (SE 1/4 NE 1/4) of Section Twenty-Nine (29) and the Southwest quarter of Northwest quarter (SW 1/4 NW 1/4) of Section Twenty-Eight (28), Township Nineteen (19) North, Range Twenty-Eight (28) East, M.D.B. & M.; according to the official plat thereof, bounded and described as follows:

Commencing at the Northeast corner of Section Twenty-Nine (29), Township Nineteen (19) North, Range Twenty-Eight (28) East, M.D.B. & M.; thence South 00°19' West along the East line of said Section Twenty-Nine (29) a distance of 1396.85 feet to the South boundary of U. S. Highway 50, the true point of beginning; thence around the parcel as follows:

North 89°59' West along the South boundary of said Highway a distance of 147.04 feet; thence South 04°10' West a distance of 271.92 feet; thence South 89°59' East a distance of 213.25 feet to a point on the West boundary of the "N" Lateral; from said point a radial bears North 48°38' East; thence Northwesterly along the West boundary of said Lateral (a curve concave to the Northeast, having a radius of 527.46 feet) an arc distance of 79 feet to the West line of said Section Twenty-Eight (28); thence North 00°19' East a distance of 208.20 feet to the true point of beginning.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on March 31, 1970 as Document No. 122057 in the Official Records of the County of Churchill, 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 3006776261. 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 3006776261.

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Exhibit B - Depiction of Easement Area

Initials of Commissioner Norman Frey

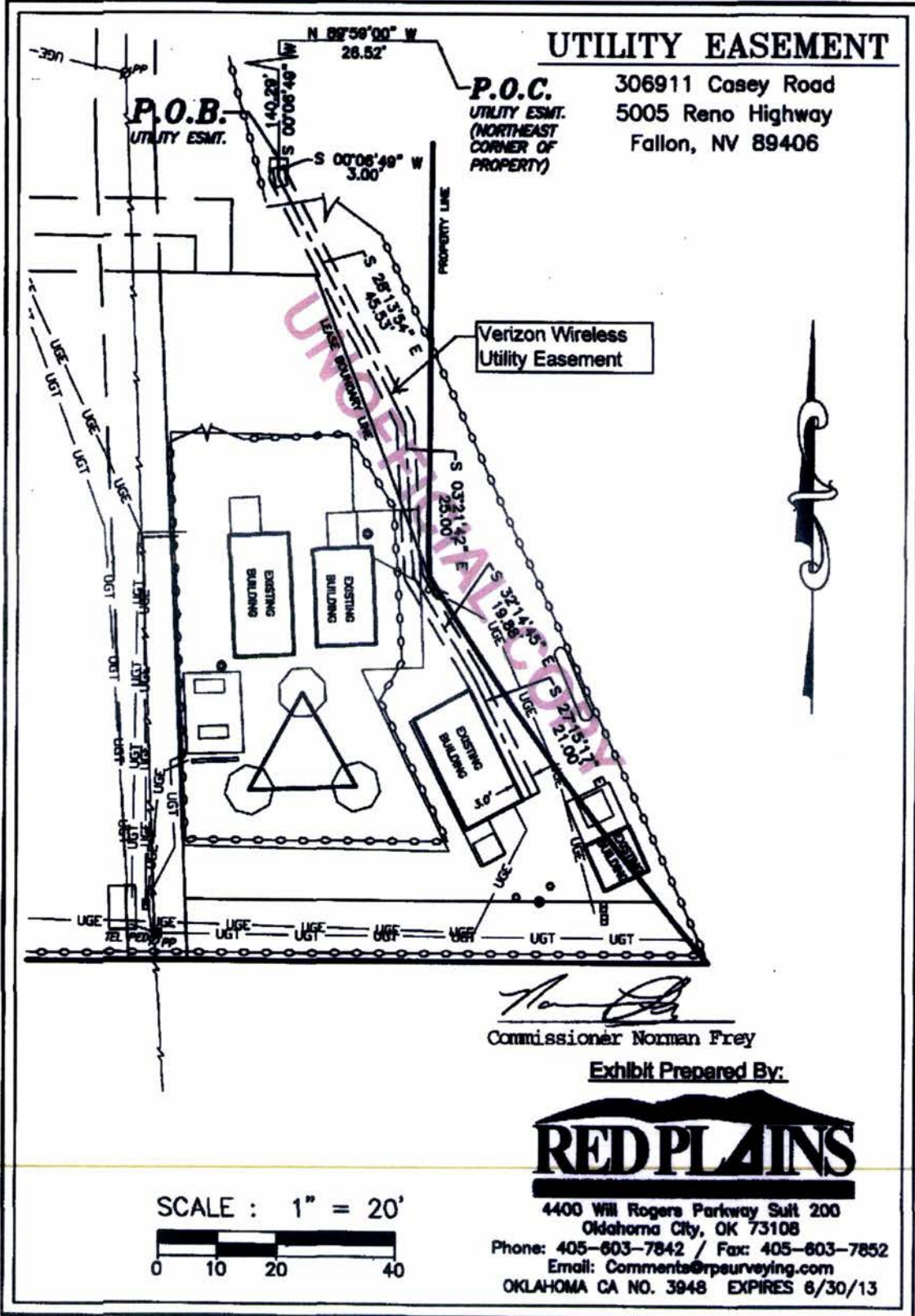
UTILITY EASEMENT

306911 Casey Road
5005 Reno Highway
Fallon, NV 89406

P.O.C.
UTILITY ESMT.
(NORTHEAST
CORNER OF
PROPERTY)

P.O.B.
UTILITY ESMT.

Verizon Wireless
Utility Easement

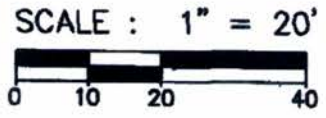


Norman Frey
Commissioner Norman Frey

Exhibit Prepared By:



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Email: Comments@rpsurveying.com
OKLAHOMA CA NO. 3948 EXPIRES 8/30/13



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02/28/2013
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