

APN(s): 1320-08-410-013

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**

Burns Properties, LLC, A Nevada Limited Liability Company (“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 and transmission of electricity above ground and underground, consisting of poles, other structures, wires, cables, bollards, pole-mounted transformers, anchors, guys and other equipment, fixtures, apparatus, and improvements (“Utility Facilities”), and service boxes/meter panels, cabinets, bollards, and other equipment, fixtures, apparatus, and improvements (“Additional Utility Facilities”) upon, over, under and through the property legally described in Exhibits A&B 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 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 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.

APN(s): 1320-08-410-013  
RW# 0355-2019  
Proj. #3003516731  
Project Name: E-2211 PARK PLACE-FP-COMM-E-BURNS PROPERTIES, LLC  
GOE\_DESIGN\_OH\_UG (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.

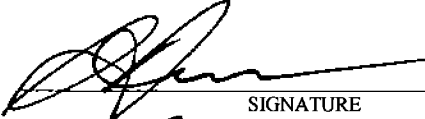
To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which 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:

Burns Properties, LLC

  
SIGNATURE

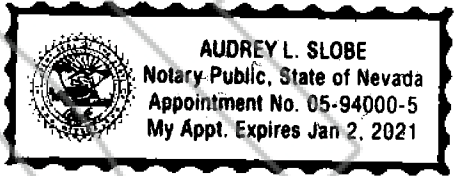
By: Gregory Burns  
PRINT NAME

Title: President

STATE OF Nevada )  
COUNTY OF Douglas ) ss.

This instrument was acknowledged before me on April 24, 2019 by Gregory Burns as  
President of Burns Properties, LLC.

  
Signature of Notarial Officer



Notary Seal Area →

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Exhibit A

**ALL THAT PORTION OF BLOCK "C" OF MERIDIAN BUSINESS PARK, PHASE I, AS SHOWN ON THAT RECORD OF SURVEY MAP #8 FOR MERIDIAN BUSINESS PARK, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON DECEMBER 21, 1994, IN BOOK 1294, PAGE 3134, DOCUMENT NO. 352986, AND AMENDED AS RECORD OF SURVEY MAP #9 BY CERTIFICATE OF AMENDMENT, FILED ON DECEMBER 28, 1994, IN BOOK 1294, PAGE 4004, DOCUMENT NO. 353313 MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST CORNER OF BLOCK "C" OF MERIDIAN BUSINESS PARK PHASE I AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 89°46'14" WEST 309.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°46'14" WEST 380.15 FEET; THENCE NORTH 00°13'46" WEST 325.09 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 445.85 FEET, A CENTRAL ANGLE OF 19°07'16" AND AN ARC LENGTH OF 148.79 FEET, THE CHORD OF WHICH BEARS NORTH 66°50'29" EAST 148.10 FEET; THENCE SOUTH 32°43'10" EAST 453.81 FEET TO THE TRUE POINT OF BEGINNING.**

**SAID LAND IS ALSO SHOWN AS TRACT 8 ON THAT CERTAIN RECORD OF SURVEY NO. 10 FOR MERIDIAN BUSINESS PARK FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON NOVEMBER 17, 1997 IN BOOK 1197, PAGE 3223 AS DOCUMENT NO. 426476, OFFICIAL RECORDS.**

**NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 10, 2003, IN BOOK 203, PAGE 2838, AS INSTRUMENT NO. 566634.**

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on January 23, 2019 as Document No.2018-909649 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 3003516731. 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. 3003516731

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**Douglas County Recorder's Office**

**Karen Ellison, Recorder**

<http://recorder.co.douglas.nv.us>

[kellison@co.douglas.nv.us](mailto:kellison@co.douglas.nv.us)

(775) 782-9027

**LEGIBILITY NOTICE**

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

  
Signature

5/3/19  
Date

Denise Dohrmann  
Printed Name