

APN(s): 1318-03-000-005

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

DOUGLAS COUNTY SCHOOL DISTRICT (“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 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 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.

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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:

DOUGLAS COUNTY SCHOOL DISTRICT

Teresa S. White
SIGNATURE

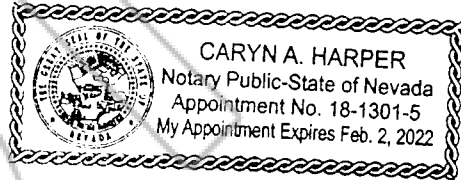
By: Teresa S. White
PRINT NAME

Title: Superintendent

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me on April 23, 2020 by Teresa White as
Superintendent of DOUGLAS COUNTY SCHOOL DISTRICT.

Caryn A. Harper
Signature of Notarial Officer



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EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Being all that certain piece or parcel of land lying in a portion of the SE ¼ of the SW ¼ of Section 3, T. 13 N., R. 18 E., M.D.B.&M., and more particularly described by metes and bounds as follows, to wit: Beginning at a point at the southeast corner of the parcel, said point being the one-quarter corner common to Sections 3 and 10, T 13 N., R. 18 E.; thence S. 89°50' W. along the section line between Sections 3 and 10 a distance of 635.17 feet to a point on the easterly right of way line of U.S. Highway No. 50; thence N. 3°01' W. along said highway right of way line a distance of 23.40 feet to a point which is the southwest corner of the fire house lot; thence N. 86°59' E. a distance of 150.00 feet to a point which is the southeast corner of said fire house lot; thence N. 3°01' W. a distance of 242.53 feet to a point at the northwest corner of the parcel; thence N. 89°50' E. a distance of 499.36 feet to a point on the one-quarter section line and the northeast corner of the parcel; thence south along the one-quarter section line a distance of 273.06 feet to the point of beginning, said parcel containing 3.179 acres, more or less.

All bearings are correlated with the highway bearings.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on September 28, 1953 as Document No. 9210 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 3004175695**. 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 3004175695**.

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