

APN(s): 1418-15-701-001 & 1418-15-701-002

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

SSS Repeat, LLC, a Delaware 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 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

APN(s): 1418-15-701-001 & 1418-15-701-002
RW# 0981-2021
Proj. # 3007871018
Project Name: E-1800 & 1820 HWY 50-FP-RES-E-SSS REPEAT LLC
GOE DESIGN (Rev. 8/2017)

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

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. Notwithstanding the foregoing, Grantee consents to the construction and maintenance of a fence within the Easement Area along the northern boundary of Grantor's property. 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.

Upon completion of installation of the Underground Utility Facilities and Additional Utility Facilities in connection with Sierra Pacific Power Company Project ID 3007871018, Grantor shall provide an as-built survey more particularly describing the Easement Area to Sierra Pacific Power Company to record an amendment to this agreement that will replace the legal description as set forth in Exhibit A.

[signature page follows]

APN(s): 1418-15-701-001 & 1418-15-701-002
RW# 0981-2021
Proj. # 3007871018
Project Name: E-1800 & 1820 HWY 50-FP-RES-E-SSS REPEAT LLC
GOE DESIGN (Rev. 8/2017)

GRANTOR:

SSS REPEAT, LLC

[Signature]
SIGNATURE

By: David Stein
PRINT NAME

Title: Manager of SSS Repeat LLC

STATE OF Connecticut)
COUNTY OF New Haven) ss.

Town of Guilford

This instrument was acknowledged before me on May 12 2022 by David A. Stein as
Manager of SSS Repeat, LLC

[Signature]
Signature of Notarial Officer

Notary Seal Area →

BETH L. PARMELEE
Notary Public, State of Connecticut
My Commission Expires Dec. 31, 2024

APN(s): 1418-15-701-001 & 1418-15-701-002
RW# 0981-2021
Proj. # 3007871018
Project Name: E-1800 & 1820 HWY 50-FP-RES-E-SSS REPEAT LLC
GOE DESIGN (Rev. 8/2017)

Exhibit A

Parcel 2 & 3 as shown on that certain Record of Survey to Support a Boundary Line Adjustment for E.H. & Jennifer Patterson, filed for record on October 12, 1994 as Document No. 348426, Official Records of Douglas County, 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 3007871018**. 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 3007871018**.

APN(s): 1418-15-701-001 & 1418-15-701-002
RW# 0981-2021
Proj. # 3007871018
Project Name: E-1800 & 1820 HWY 50-FP-RES-E-SSS REPEAT LLC
GOE DESIGN (Rev. 8/2017)