

APN(s): 1418-03-401-012

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)



SHAWNYNE GARREN, RECORDER

RECORDING REQUESTED BY:
FRONTIER CALIFORNIA INC.
MARIA A. KIDD
Specialist-Right of Way
201 Flynn Road – CAM38NE2
Camarillo, CA 93012 - 8058

GRANT OF EASEMENT

Sunrise Run 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 Frontier California Inc, a California corporation (“Grantee”) and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove underground telecommunications facilities and systems, 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), and other equipment, fixtures, apparatus, and improvements (“Additional Utility Facilities”) upon, over, under and through the property legally described in Exhibit A, in the areas depicted in Exhibit B, both of which are attached hereto and by this reference made a part of this Grant of Easement (“Easement Area”);
2. for reasonable 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, in its reasonable discretion, 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, including damage resulting from personal injury or death, or damage 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. Following the completion of any excavation, installation, maintenance, or construction within the Easement Area, Grantee, or its successor(s) in interest, shall restore the Easement Area to as close to a natural condition as is reasonably possible.

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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 consent not to be unreasonably withheld or conditioned), 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.

Grantee will install facilities as close to the locations identified below on Exhibit B as reasonably possible. In the event of an unforeseen conflict, a new location for the facilities will be mutually agreed upon between Grantor and Grantee. Grantor agrees to cooperate in good faith with that process.

Upon completion of initial installation of the Underground and Additional Utility Facilities, Grantee agrees to remove any previously existing Frontier Communications overhead telecommunications facilities that it does not deem necessary or in use. Grantee shall provide Grantor with an as-built drawing depicting approximate locations (only) of the Underground Utility Facilities installed under this Grant of Easement.

The parties agree that any party who prevails in any action at law or equity based on or arising out of this grant of easement shall be awarded their reasonable attorneys' fees and legal costs.

Grantee may assign this easement to any affiliate, subsidiary or parent company, whether by direct assignment or transfer by operation of law. The benefits and burdens of this agreement will run with the land pursuant to applicable law and shall be binding on Grantor's and Grantee's respective heirs, transferees, assigns and successors.

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:

SUNRISE RUN LLC



SIGNATURE

By:

David Stein

PRINT NAME

Title:

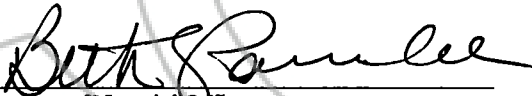
Manager

STATE OF Connecticut

COUNTY OF New Haven

) Town of Guilford
) ss.

This instrument was acknowledged before me on August 24, 2023 by David Stein as Manager of Sunrise Run LLC.



Signature of Notarial Officer

Notary Seal Area →

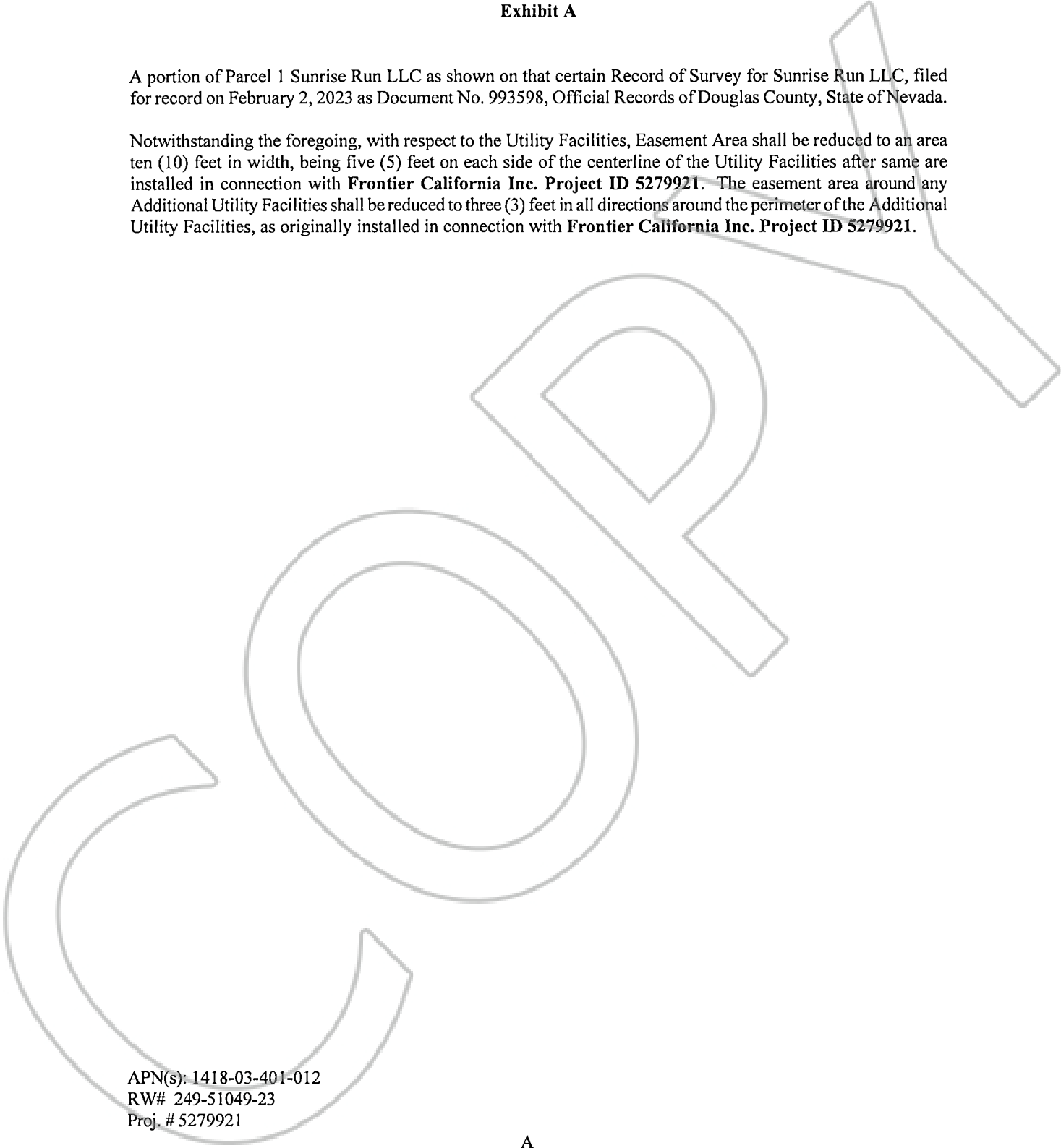
BETH L. PARMELEE
Notary Public, State of Connecticut
My Commission Expires Dec. 31, 2024

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Exhibit A

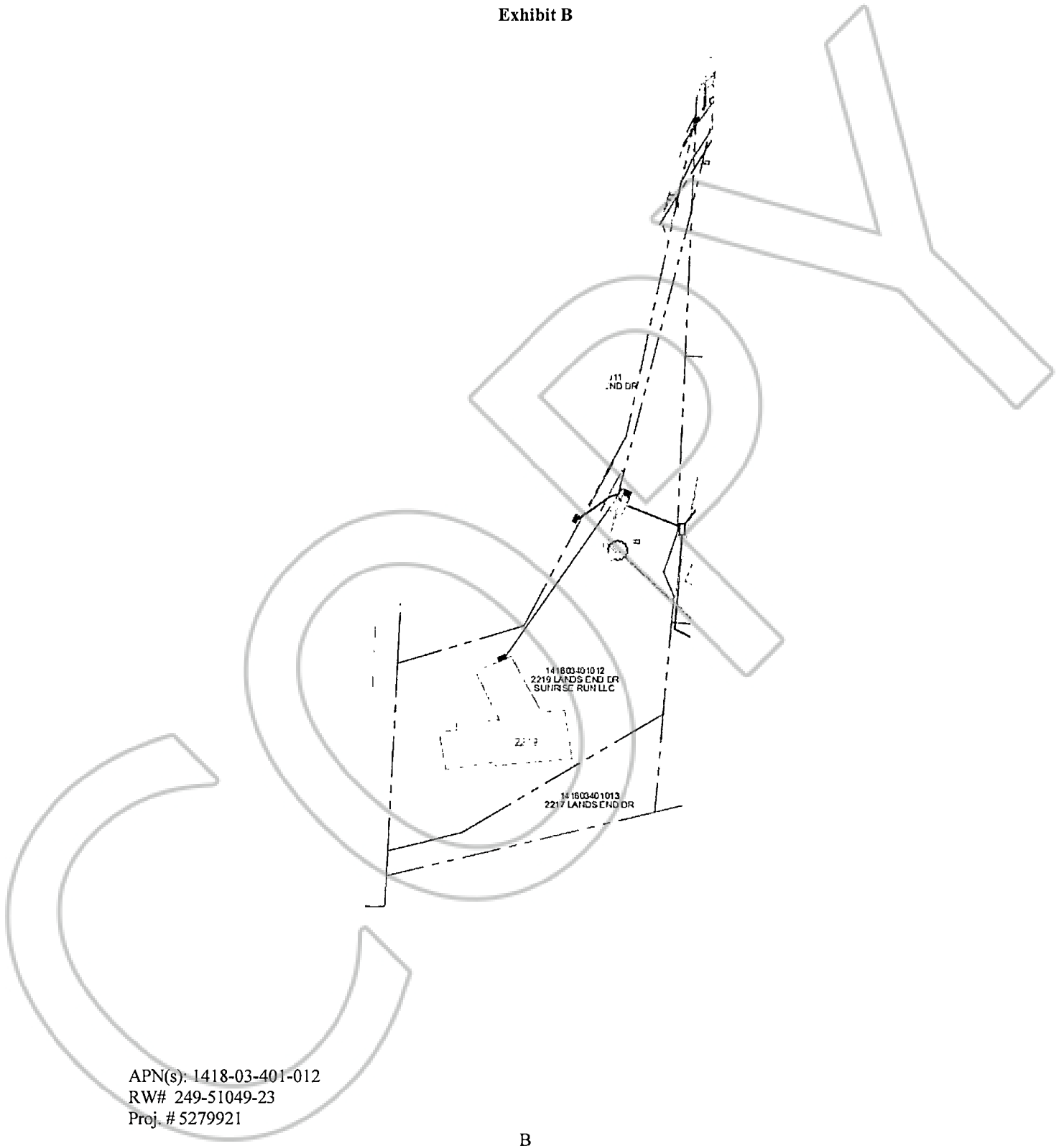
A portion of Parcel 1 Sunrise Run LLC as shown on that certain Record of Survey for Sunrise Run LLC, filed for record on February 2, 2023 as Document No. 993598, Official Records of Douglas County, State of Nevada.

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 **Frontier California Inc. Project ID 5279921**. 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 **Frontier California Inc. Project ID 5279921**.



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Exhibit B



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