

APN(s): 1418-03-802-007, 1418-10-502-001, 1418-10-510-003, 1418-10-502-002, 1418-10-511-001, 1418-10-502-004, 1418-03-803-001, 1418-03-802-006, 1418-10-502-003, 1418-03-802-005, 1418-03-811-023, 1418-03-802-001, 1418-03-401-011, 1418-03-401-015, 1418-03-401-014, 1418-03-401-012

**RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:**

Land Resources  
NV Energy  
P.O. Box 10100 MS S4B20  
Reno, NV 89520

**PARTIAL EASEMENT ASSIGNMENT AGREEMENT**

This **Partial Easement Assignment Agreement** (this "**Assignment**") is made as of September 25, 2023 (the "**Effective Date**"), by and between Sierra Pacific Power Company d/b/a NV Energy ("**Assignor**") and Glenbrook Underground, Inc. ("**Assignee**"). Assignor and Assignee may be individually referred to herein as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

**A.** Assignor has received various easements pertaining to the Glenbrook Underground project more particularly described in Public Utilities Commission of Nevada Docket No. 22-03006 (the "**Project**"), which are attached hereto and made a part hereof in Exhibit A (the "**Easements**"), and which Easements allow Assignor to enter the property of the landowners described in the Easements for purposes of constructing and installing the Project.

**B.** Assignor desires to temporarily and partially assign Assignor's rights, title, and interest to the Easements so as to allow Assignee to begin Assignee's work on the Project.

**AGREEMENT**

In consideration of the mutual covenants and promises set forth in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part of this Assignment.

**2. Partial Assignment.** As of the Effective Date, Assignor hereby assigns, conveys, transfers, and delivers to Assignee part of Assignor's right, title, and interest in the Easements, so as to allow Assignee to begin Assignee's work on the Project. Assignor reserves and retains all other rights under the Easements, and Assignor may continue to use the Easements for Assignor's owner purposes notwithstanding the partial assignment granted herein.

**3. Term.** This Assignment shall expire, terminate and be of no further force or effect on the date that is three years from the Effective Date.

**4. Severability.** If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment

or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

**5. Modification.** This Assignment may not be modified or changed except by an instrument in writing duly executed by the Parties hereto, and no waiver of any provision or condition hereof and no consent provided herein shall be effective unless evidenced by an instrument in writing duly executed by the Party hereto seeking to be charged with such waiver or consent.

**6. Recording.** Either Party may record this Assignment in the property records where the Easements are located.

**7. Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada. In the event of a dispute regarding enforcement of the terms of this Assignment, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

**8. Counterparts.** This Assignment may be executed electronically and in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment as of the Effective Date set forth above.

*Signatures on next Page*

**ASSIGNOR:**

**Sierra Pacific Power Company d/b/a NV Energy**

By: [Signature]

Name: WILLIAM KEUGER

Title: MANAGER, LAND RESOURCES

STATE OF NEVADA )

)

COUNTY OF WASHOE )

This instrument was acknowledged before me on September 25, 2023 by William Keuger as Manager Land Resources of NV Energy.

[Signature]

Notary Signature

Seal Area →



**ASSIGNEE:**

**Glenbrook Underground, Inc.**

By: [Signature]

Name: Dianne D. Felton

Title: President

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Notary Signature

Seal Area →

SEE CALIFORNIA

ACKNOWLEDGMENT ATTACHED

# CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Francisco )

On September 20, 2023, before me, Elizabeth Terreros, Notary Public, personally appeared DIANNE D. FELTON —, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth Terreros  
Elizabeth Terreros, Notary Public



(Seal)

**EXHIBIT A**

**Easements**

All easements recorded in Douglas County as the following instruments:

- 2023-999724
- 2023-999824
- 2023-999717
- 2023-999718
- 2023-999711
- 2023-999715
- 2023-999716
- 2023-999713
- 2023-999712
- 2023-999726
- 2023-999710
- 2023-999709
- 2023-1000286
- 2023-1000287
- 2023-1000288
- 2023-1000289

