

APN(s): 1418-34-401-001

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

Pine Rock, LLC, (“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 other equipment, fixtures, apparatus, and improvements (“Additional Utility Facilities”) 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 (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:

PINE ROCK, LLC



SIGNATURE

By: _____

Kenneth J. Johnson, Manager, PR Management

PRINT NAME

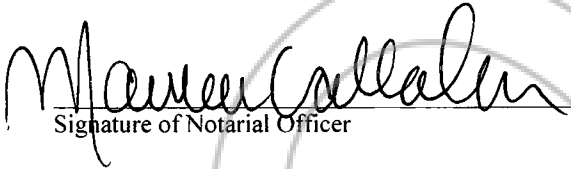
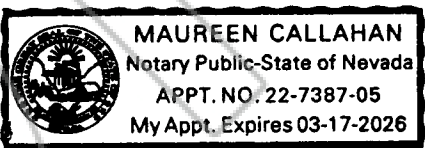
Title: _____

Manager

STATE OF Nevada)

COUNTY OF Douglas) ss.

This instrument was acknowledged before me on Nov. 20, 2023 by Kenneth R. Johnson as manager of Pine Rock, LLC.


Signature of Notarial Officer

Notary Seal Area →

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Exhibit A

Being a portion of Lot 4, Section 34, Township 14 North, Range 18 East, M.D.B. & M. as shown on a Record of Survey recorded in the Office of the County Recorder, Minden, Douglas County, Nevada.

Commencing at the South Quarter corner of Section 34, Township 14, North, Range 18 East, M.D.B. & M., said point also being the Southeast corner of Lot 4 of the aforesaid section; thence North 0° 28' 52" East 1,309.84 feet to the Northeast corner of said Lot 4, said point being marked by a 2-inch capped iron pipe; thence North 89° 54' 57" West 1,140.14 feet to a point on a meander line, said point being marked by True Point of Beginning; thence South 89° 54' 57" East 770.11 to a point on the Westerly Right of Way line of U.S. Highway 50; thence along the said right of way line as follows: South 5° 28' 09" East 153.85 feet to the beginning of a curve; thence on a curve to the left through a delta angle of 4° 56' 51" whose radius is 2,040 feet and an arc length of 176.15 feet to a point; thence leaving said right of way line, North 89° 55' 35" West 651.34 feet to a point on a meander line, said point being marked by a drill hole in a boulder, thence along a meander line as follows: North 19° 47' 13" West 212.55 feet to a point marked by a 2-inch capped iron pipe; thence North 33° 51' 43" West 153.98 feet to the True Point of Beginning.

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Per NRS 111.312, the above legal description previously appeared in that certain document recorded on August 19, 2005 as Document No. 0652779 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 3009941617**. 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 3009941617**.

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