

APN(s): 1220-10-501-006

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

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, ("**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

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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. 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:

WAL-MART REAL ESTATE BUSINESS TRUST

Brion M. Jones
SIGNATURE

By: Brion M. Jones
PRINT NAME

Title: Senior Project Manager

STATE OF Arkansas)
COUNTY OF Benton) ss.

This instrument was acknowledged before me on September 23, 2023 by Brion M. Jones
S. Project Mgr of WAL-MART REAL ESTATE BUSINESS TRUST.

Sennet Oliver
Signature of Notarial Officer

Notary Seal Area →



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Exhibit A

ADJUSTED PARCEL 6 AS SHOWN ON RECORD OF SURVEY RECORDED ON 11/18/2009, IN BOOK 1109, PAGE 4280, DOCUMENT NO. 754143, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTIONS 3 AND 10, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING, SAID POINT BEING THE EASTERNMOST CORNER OF PARCEL 6 ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MATHIAS PARKWAY AS SHOWN ON THE "RECORD OF SURVEY FOR JACOBSEN FAMILY SURVIVORS/RESIDUAL TRUST" AS FILED FOR RECORD MAY 11, 2000 IN THE OFFICE OF THE RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 491782; THENCE NORTH 44°45'21" WEST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID MATHIAS PARKWAY AND WITH ALL BEARINGS RELATED THERETO, A DISTANCE OF 190.24 FEET TO A POINT OF CURVATURE;

THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF MATHIAS PARKWAY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1747.50 FEET, A CENTRAL ANGLE OF 15°06'34" AND AN ARC LENGTH OF 460.83 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 82°47'25" AND AN ARC LENGTH OF 216.74 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 683.00 FEET, A CENTRAL ANGLE OF 7°54'54" AND AN ARC LENGTH OF 94.25 FEET;

THENCE SOUTH 45°15'04" WEST, A DISTANCE OF 180.18 FEET;

THENCE SOUTH 37°18'27" WEST, A DISTANCE OF 86.83 FEET;

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THENCE SOUTH 31°47'39" EAST, A DISTANCE OF 22.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 332.50 FEET, A CENTRAL ANGLE OF 12°57'17" AND AN ARC LENGTH OF 75.18 FEET;

THENCE SOUTH 44°44'56" EAST, A DISTANCE OF 666.83 FEET;

THENCE NORTH 45°14'39" EAST, A DISTANCE OF 281.03 FEET TO THE WESTERLY RIGHT OF WAY LINE OF LARSON WAY AS DEPICTED ON THE FINAL SUBDIVISION MAP FOR JEWEL COMMERCIAL PARK—PHASE 2 AS FILED FOR RECORD JULY 24, 1997 IN THE OFFICE OF THE RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 417846;

THENCE NORTH 50°20'59" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF LARSON WAY, A DISTANCE OF 49.69 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY OF LARSON WAY, HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 23°05'04" AND AN ARC LENGTH OF 112.81 FEET;

THENCE NORTH 27°15'55" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF LARSON WAY, A DISTANCE OF 40.83 FEET;

THENCE NORTH 45°44'39" EAST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF LARSON WAY, A DISTANCE OF 62.74 FEET;

THENCE SOUTH 27°15'55" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF LARSON WAY, A DISTANCE OF 59.17 FEET TO A POINT OF CURVATURE;

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THENCE ALONG THE ARC OF A CURVE TO THE LEFT AND CONTINUING ALONG SAID EASTERLY RIGHT OF WAY OF LARSON WAY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 23°05'04" AND AN ARC LENGTH OF 88.64 FEET;

THENCE SOUTH 50°20'59" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF LARSON WAY, A DISTANCE OF 120.20 FEET;

THENCE NORTH 39°39'01" EAST AND DEPARTING SAID RIGHT OF WAY, A DISTANCE OF 692.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 768,737 SQUARE FEET OR 17.648 ACRES, MORE OR LESS.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on January 28, 2010 as Document No. 757834 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 3008086571**. 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 3008086571**.

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