DOUGLAS COUNTY, NV

Rec:\$40.00 Total:\$40.00 2023-995471

04/11/2023 04:21 PM

WEST RIDGE HOMES INC

Pas=4



SHAWNYNE GARREN, RECORDER

APN(s): 1420-18-301-004 & 1420-18-301-005

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

West Ridge Homes, Inc., a Nevada corporation, ("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 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

APN(s): 1420-18-301-004 & 1420-18-301-005

RW# 0420-2023 Proj. #3007709331

Project Name: E-PLYMOUTH DR-6U-E-DIXON

GOE DESIGN (Rev. 8/2017)

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.

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]

APN(s): 1420-18-301-004 & 1420-18-301-005

RW# 0420-2023 Proj. #3007709331

Project Name: E-PLYMOUTH DR-6U-E-DIXON

GOE DESIGN (Rev. 8/2017)

| GRANTOR: | |
|---|------|
| WEST RIDGE HOMES, INC. | |
| Plan B/ | |
| By: Peter M Ree Khof Ju PRINT NAME | |
| Title: President | · |
| | i. |
| COUNTY OF Douglas) ss. | **** |
| COUNTY OF DOUGLAS) ss. | |
| This instrument was acknowledged before me on 4-11, 2023 by Pykr M. Beekhof as | r |
| President of West Ridge Homes, Inc | |
| SHERRY ACKERMANN Notary Public - State of Nevada Appointment Recorded in Douglas County | |
| Signature of Notarial Officer No: 05-96319-5 - Expires April 26, 2025 | |

Notary Seal Area →

APN(s): 1420-18-301-004 & 1420-18-301-005 RW# 0420-2023 Proj. #3007709331 Project Name: E-PLYMOUTH DR-6U-E-DIXON GOE_DESIGN (Rev. 8/2017)

Exhibit A

A portion of the Northeast ¼ of the Southwest ¼ of Section 18, Township 14 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Parcel 1

Commencing at the U.S. BLM brass cap monument representing the northerly quarter corner of said Section 18, proceed South 0°02'46? West along the quarter section line a distance of 2,648.12 feet to the mid-section quarter corner, a steel pipe; THENCE South 89°50'43? West along the quarter section line a distance of 60.00 feet; THENCE South 0°02'46? West a distance of 25.00 feet to a steel pipe which is the TRUE POINT OF BEGINNING; THENCE South 89°50'43? West a distance of 726.00 feet to a steel pipe; THENCE South 0°02'46? West a distance of 300.00 feet to a steel pipe; THENCE North 89°50'43? East a distance of 726.00 feet to a steel pipe; THENCE North 0°02'46? East a distance of 300.00 feet to the TRUE POINT OF BEGINNING.

1420-18-301-004

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on July 16, 2021 as Document No. 2021-970983 in the Official Records of the County of Douglas, State of Nevada.

Parcel 2

Commencing at the North quarter corner of said Section 18, proceed South 0°02'46" West, a distance of 2,972.12 feet, and South 89°55'34" West, a distance of 50.00 feet, to the True Point of Beginning, which is the Northeast corner of the Parcel; Thence South 0°02'46" West, 266.14 feet, to the Southeast corner of the Parcel; Thence South 89°53'08" West, 819.26 feet, to the Southwest corner of the Parcel; thence North 0°02'46" East, 265.56 feet, to the Northwest corner of the Parcel; Thence North 89°50'43" East, 819.26 feet, to the True Point of Beginning.

1418-20-301-005

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on August 31, 2021 as Document No. 2021-973381 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 3007709331**. 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 3007709331**.

APN(s): 1420-18-301-004 & 1420-18-301-005

RW# 0420-2023 Proj. #3007709331

Project Name: E-PLYMOUTH DR-6U-E-DIXON

GOE DESIGN (Rev. 8/2017)