

C30-11766

1 THIS INDENTURE, made and entered into this 6<sup>th</sup> day  
 2 of September, 1984, by and between \_\_\_\_\_  
 3 Charlotte Shaber, hereinafter called Grantor,  
 4 and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, here-  
 5 inafter called Grantee,

6 WITNESSETH:

7 That for and in consideration of the sum of One Dollar  
 8 (\$1.00); paid by the Grantee to the Grantor, receipt of which  
 9 is hereby acknowledged, the Grantor does hereby give and grant  
 10 to the Grantee, its successors and assigns, the right, privilege  
 11 and authority to construct, install, alter, repair, operate and  
 12 maintain underground electric power lines, hereinafter called  
 13 "utility facilities", together with the necessary or convenient  
 14 appurtenances connected therewith, under, across and upon the  
 15 following described lands and premises, situate in the County  
 16 of Douglas, State of Nevada, to-wit:

17 A portion of Sections 10 and 11, T13N, R19E, M.D.B.&M.,  
 18 Douglas County, Nevada, described as follows:

- 19 Commencing at the southeast corner of said Section 10;
- 20 Thence north 01° 57' 09" west a distance of 345.58 feet,
- 21 more or less, to the true point of beginning;
- 22 Thence, north 12° 11' 03" east a distance of 416.6 feet;
- 23 Thence, south 69° 41' 00" east a distance of 392.71 feet;
- 24 Thence, north 05° 19' 35" east a distance of 945.83 feet;
- 25 Thence, north 69° 15' 00" east a distance of 866.53 feet;
- 26 Thence, north 00° 27' 56" east a distance of 781.83 feet;
- 27 Thence, south 89° 49' 39" west a distance of 1333.29 feet;
- 28 Thence, south 89° 42' 50" west a distance of 152.25 feet;
- 29 Thence, south 18° 19' 41" west a distance of 1394.65 feet;
- 30 Thence, south 18° 38' 18" west a distance of 744.72 feet;

1 Thence, south 71° 49' 24" east a distance of 856.12 feet,  
2 more or less, to the true point of beginning.

3 An underground electric power line easement being the  
4 entire portion of said real property.

5 Grantee, its contractors, agents, employees and servants,  
6 shall at all times have the right to ingress to and egress from  
7 said right of way and the utility facility thereon, with the  
8 specific understanding that Grantee shall be responsible for  
9 any damage to buildings, fences, crops, animals or other per-  
10 sonal property or structures suffered by Grantor by reason of  
11 construction, maintenance or repair of said utility facility.

12 In making use of the easement and right of way herein  
13 granted, Grantee shall:

14 1) Make adequate provision for the safety and convenience  
15 of all persons using such areas or other improvements or  
16 facilities in such area:

17 2) Replace and restore the areas and improvements to the  
18 condition in which they were prior to the performance of such  
19 work:

20 3) Hold Grantor and all other parties harmless against  
21 claims including cost and attorney's fees arising from the  
22 use of such area;

23 4) Said utility facility will be installed at locations  
24 mutually agreed upon by Grantor and Grantee;

25 In granting this easement and right of way Grantor shall:

26 A) Agree to reimburse Grantee for any additional or un-  
27 usual expense as a result of altering said utility facility to  
28 accomodate a change (initiated by Grantor) from the original  
29 planned and agreed upon installation of said utility facility.

30 B) Not permit the installation, construction or placement

1 of any structure, improvements, buildings, equipment, patio  
2 slabs, trailers of any kind, or dwellings which would encumber,  
3 cover, interfere or overlap said utility facility. This  
4 restriction does not apply to parking areas, curbs, gutters  
5 or sidewalks.

6 Grantee also is granted the right from time to time to  
7 increase or decrease the size, weight or number and to change  
8 the configuration of said utility facility or any of them,  
9 which may be installed in or upon the right of way hereby  
10 granted.

11 IN WITNESS WHEREOF, Grantor has executed these presents  
12 the day and year first hereinabove written.

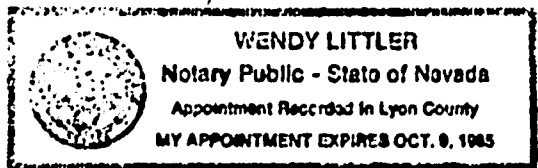
13  
14 Charlotte Shaber

15 Charlotte Shaber  
16  
17  
18

19 STATE OF Nevada )  
20 COUNTY OF Carson City ) SS,

21  
22 On Sept 7, 1984 personally appeared before me a  
23 Notary Public Charlotte Shaber  
24 who acknowledged that she executed the within instrument.

25  
26 Wendy Littler



27  
28  
29 REQUESTED BY  
Sierra Pacific P Co  
30 IN OFFICIAL RECORDS OF  
STATE OF NEVADA

'84 OCT 11 AM 11:05

SUZANNE L. BLAU  
RECORDED  
\$7.00 PAID ju DEPUTY