

After Recordation Return To:  
SIERRA PACIFIC POWER COMPANY  
Right-of-Way Department  
P.O. Box 10100  
Reno, Nevada 89520

A.P.N.  
23-280-23  
Work Order Number  
\_\_\_\_\_

~~NO TAX DUE EASEMENT~~  
N. P. Transfer Tax Due \_\_\_\_\_

GRANT OF EASEMENT  
FOR  
UNDERGROUND ELECTRIC DISTRIBUTION AND COMMUNICATION

THIS INDENTURE, made and entered into this 25th day of May, 1989,  
by and between JOHN S. SHAHIN  
(hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada  
corporation and CONTEL, a California corporation  
(hereinafter referred to as "Grantees"),

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantees, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant to Grantees, their successors and assigns, permanent and exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate one or more underground electric distribution and communication facilities, together with the appropriate underground foundations, markers, conduits, pull boxes, vaults, fixtures, surface-mounted transformers, switchgear, wires, cable, and other necessary or convenient appurtenances connected therewith, across, upon, under, and through the following described property situated in the County of Douglas, State of Nevada, to-wit:

A portion of Lots 19, 20, 22, 24, 25, and 29, as shown on "Record of Survey for Nevis Industries Inc.", Document No. 51917, Official Records of Douglas County, Nevada. Said lot situate in Section 23, Township 13 North, Range 20 East, M.D.B.&M.

An easment being 7.5 feet in width and being 3.75 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of said Section 23, thence North 88°54'10" West, 2708.58 feet to the TRUE POINT OF BEGINNING;

Thence North 00°55'14" East, 375.13 feet to the beginning of a curve to the right having a radius of 2153.75 feet, through a central angle of 33°00'00";

Thence along said curve, an arc distance of 1240.47 feet to the beginning of a reverse curve to the left having a radius of 1246.25 feet through a central angle of 70°00'00";

Thence along said curve, an arc distance of 1522.58 feet;

Thence North 36°04'46" West, 73.21 feet to the beginning of a curve to the right having a radius of 1502.74 feet through a central angle of 36°38'24";

Thence along said curve, an arc distance of 960.99 feet;

Thence North 00°33'38" East, 1313.00 feet, more or less to the North line of said Lot 29;

The intent of this description is to describe a 7.5 foot easement, West of, coincident and parallel with the West right-of-way of the proposed realignment of East Valley Road, through said Section 23.

1. That Grantees, their successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said distribution and communication facilities.

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2. That Grantees, their successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth.

3. That Grantees, their successors and assigns, will at all times save and hold harmless the Grantor, his heirs, successors and assigns, of any and all loss, damage or liability he may suffer or sustain by reason of any injury or damage to any person or property caused by the construction, maintenance, or operation of said facilities by Grantees.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which is inconsistent with Grantees' use of said easement.

5. Grantees, their successors and assigns, shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from said right of way, which may interfere with or endanger the construction, operation, and maintenance of their facilities.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantees, their successors and assigns forever.

IN WITNESS WHEREOF, The Grantor has caused these presents duly to be executed the day and year first above written.

John S. Shahin  
 JOHN S. SHAHIN

STATE OF Nevada )  
 ) ss.  
 COUNTY OF Douglas )

On this 25 day of May, 1989, before me, a Notary Public, personally appeared John S. Shahin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

Joan E. Wright  
 NOTARY PUBLIC



REQUESTED BY  
Sierra Pacific Power Co  
 IN OFFICIAL RECORDS OF  
 DOUGLAS CO., NEVADA

'89 JUN -7 AM :20

SUZANNE BEAUDREAU  
 RECORDER

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\$6<sup>00</sup> PAID \$12 DEPUTY

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