

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

A.P.N.

Work Order Number

CONSENT TO COMMON USE AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of December, 1989, by and between SIERRA PACIFIC POWER COMPANY, a Nevada corporation, hereinafter called "Grantor" and SOUTHWEST GAS CORPORATION, hereinafter called "Grantee".

WITNESSETH:

WHEREAS, Grantor is the owner and holder of certain easement(s) and right(s) of way upon which it has installed and now operates and maintains electric power transmission and distribution line(s) and facilities, in the County of Douglas, State of Nevada, such easement(s) being more particularly described as follows:

A portion of Sections 19, 20, 21, 22 and 23, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada.

An electric transmission power line, 100 feet in width as described in an easement from R.F. Dangberg Land and Livestock Company to Sierra Pacific Power Company, recorded November 5, 1963, Book 20, at Page 406, Document No. 23788, Douglas County, Nevada.

WHEREAS, Grantee has acquired, or intends to acquire, an easement which parallels and/or crosses Grantor's easement(s), more particularly described as follows:

A gas pipeline easement 10 feet in width, the centerline of which is described as being 45 feet north of the centerline of the existing Sierra Pacific Power company power line easement, described in above said Document #23788 as filed with the Douglas County Recorders Office, which runs along the south side of Stockyard Road. The proposed gas pipeline easement will run from Highway 395 eastward roughly 3 1/2 miles to the beginning of an existing 60 foot wide roadway and utility easement. The route can generally be described as running from the center of Section 19, Township 13 North, Range 20 east; Thence east along the half section line of Sections 19, 20, 21, and 22, same Township and Range, to the east line of Section 22. The remainder of the route along Stockyard Road through Section 23 to east Valley Road will be within the existing roadway and utility easement.

The 6" steel gas pipeline will be installed within the easement 3 feet south of centerline of the first 1 1/2 miles east of Highway 395 to the east line of Section 20 in order to maintain a separation of 15 feet from the existing Sierra Pacific Power Company power line, described in Document #10021 on file with the Douglas County Recorders Office, which runs along the north side of Stockyard Road. East of the east line of Section 20, in Section 21, where the northernmost power line veers to a east-west alignment located an additional 112 1/2 feet (more or less) north of Stockyard Road, the gas line will be run anywhere within the easement necessary to best clear existing obstacles/structures. From the west line of Section 23 to the intersection of East Valley Road, the gas pipeline will be installed 15 feet south of the north line of the existing 60 foot wide right-of-way, except where it will be necessary to locate the pipeline closer to the northern right-of-way line to maintain a minimum distance of 25 feet from existing pole line guy wires and anchors and will not cross under guy wires

for the purpose of constructing, operating or maintaining a gas pipeline thereon.

216432

BOOK 1289 PAGE 1389

NOW, THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), receipt of which is hereby acknowledged, and the mutual covenants and conditions hereinafter contained, the parties agree as follows:

1. Grantor hereby consents to the construction, reconstruction, maintenance and use by Grantee of Grantor's aforementioned easements for the purpose described in the recitals above. Grantee agrees not to occupy, use or permit its facilities to interfere with the safe operation, maintenance or construction of Grantor's power line(s) which have been constructed thereon or which may be constructed in the future.

2. This grant and consent is given only to the extent that Grantor has the power to give the same and shall not be construed as a consent of the owner of record of the underlying real property.

3. Grantee, by acceptance of this Agreement (1) assumes all risk of loss or damage to its facilities, in any way caused by or arising out of the presence of its facilities on or adjacent to Grantor's right-of-way; (2) shall indemnify against and save Grantor harmless from any and all actions, suits, costs, damages, expenses (including attorneys fees), loss, liability, and claims arising for injury to or death of any persons, or damage to any property or any loss of revenue arising from the presence of Grantee's facilities upon Grantor's right(s)-of-way, or from the construction, operation, maintenance, or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the sole negligence of Grantor's employees or agents; and (3) agrees that any and all damage or injury to Grantor's property caused by or resulting from the construction, operation, use, maintenance, removal or repair of the facilities of Grantee may be repaired by Grantor, and in such case the actual costs of such repair shall be charged against and paid by Grantee; provided, however, that Grantor, in lieu of its right to repair such property, may elect to require Grantee, at no cost to Grantor, to repair such damage or injury, under the supervision and to the satisfaction of the Grantor.

4. Grantee shall submit its construction plans to Grantor for Grantor's approval prior to commencement of any work. No work of any kind shall be done upon Grantor's easement without ten (10) days prior written notice to Grantor. Grantee agrees to conform any construction to Grantor's standards and Grantor reserves the rights to inspect any such construction. Grantee shall provide Grantor with an "as-built" drawing(s) upon completion of the work.

5. No equipment of any kind shall be used or permitted within such proximity to the conductors of Grantor's power lines as to be in violation of the safe working clearance prescribed by the National Electrical Safety Code.

6. Grantee, or those acting through Grantee, must regard all power lines on Grantor's easement(s) as being energized at all times.

7. In the event of any litigation to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover, in addition to all costs otherwise to be paid hereunder and taxable court costs, its reasonable attorneys fees and costs incurred herein.

8. This Agreement and its terms and conditions shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIERRA PACIFIC POWER COMPANY

By: John Madariga
Title: JOHN MADARIGA
VICE PRESIDENT LEGAL AFFAIRS

SOUTHWEST GAS CORPORATION

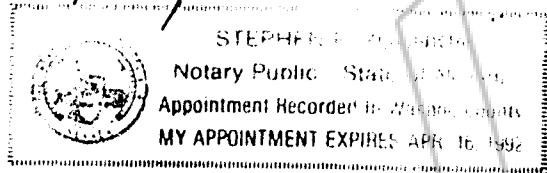
By: Clark E. Stoner
Title: Manager of Gas Operations
CLARK E. STONER

216432

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

On this 7th day of DECEMBER, 1989, before me, a Notary Public, JOHN MADARIAGA, personally known to me to be the VICE PRESIDENT, LEGAL AFFAIRS, of SIERRA PACIFIC POWER COMPANY, a Nevada corporation, who acknowledged to me that he executed the within instrument on behalf of said corporation.

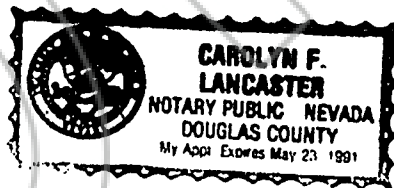
Steph P. York
Notary Public



STATE OF Nevada)
COUNTY OF Douglas) ss.

On this 5th day of December, 1989, before me, a Notary Public, personally appeared Clark E. Stoner, personally known to me (or proved to me on the basis of satisfactory evidence) to be person who executed the within instrument as Manager of Gas Operations, of SOUTHWEST GAS CORPORATION, on behalf of said corporation therein named and acknowledged to me that the corporation executed it.

Carolyn F. Lancaster
Notary Public



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

'89 DEC 14 A9:07

SUZANNE BEAUDREAU
RECORDER 216432

\$ 7⁰⁰ PAID K DEPUTY
BOOK 1289 PAGE 1391