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

6'

A.P.N. 23-296-03

Work Order Number 90-3051-17

V

NO TAX DUE-EASEMENT

GRANT OF EASEMENT FOR OVERHEAD ELECTRIC DISTRIBUTION

THIS INDENTURE, made and entered into this Ah day of Jelvust, 1991 by and between ADRIAN D. STILTZ and CAROL A. STILTZ, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation (hereinafter referred to as "Grantee"),

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant to Grantee, its successors and assigns, permanent and exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate one or more overhead electric distribution facilities, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, wires, fixtures, and other necessary or convenient appurtenances connected therewith, across, over, upon, and through the following described property situated in the County of DOUGLAS, State of NEVADA, to-wit:

A portion of the Southeast One-Quarter of Section 27, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada.

An electric power easement 10 feet in width, lying 5 feet on each side of the following described centerline:

Commencing at the Southeast property corner of Parcel 3-A-3 as shown on the "Parcel Map for Alice F. Robertson, Trust" File #228752, Filed June 25, 1990, Official Records of Douglas County, Nevada. Said property corner being further described as a point on the Westerly property line, of the Grantor;

Thence North 23°27'22" West, 14.5 feet along the Grantors Westerly property line, to the TRUE POINT OF BEGINNING;

Thence leaving said Westerly property line, North 81°40'22" East, 180 feet, to the Easterly terminus of this description;

Excepting there from any portion of the above described easement lying within that certain 50 foot wide utility and irrigation easement as described in Document 51917.

IT IS FURTHER AGREED:

- 1. That Grantee, its 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 facilities.
- 2. That Grantee, its 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 Grantee, its 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 Grantee.

- 4. Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which in the judgment of the Grantee is inconsistent with Grantee's use of said easement.
- 5. Grantee, its 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 in the judgment of Grantee may interfere with or endanger the construction, operation, and maintenance of said facilities.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

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

ADRIAN D. STILTZ	
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CAROL A. STILTZ	-
STATE OF NEVADA	
) ss.	
COUNTY OF Douglas)	
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On this Ath day of FEBRUARY, 1991, before me, a Notary	
Public, personally appeared ADPAN D. & CAROL A. STILTE,	,
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 acknowledge	zea
that he (she, they) executed it.	
R.A. ANDERSON	
NOTARY PUBLIC - NEVADA CARSON CITY	
My Appt. Expires Aug. 2, 1992	
	
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STATE OF	
SS.	
COUNTY OF	
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DOUGLAS CO. HEVADA

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