After Recordation Return To: SIERRA PACIFIC POWER COMPANY Right-of-Way Department P.O. Box 10100 Reno, Nevada 89520 A.P.N. 01-110-06 & 01-110-07

Work Order Number 91-7508-33

NO TAIL DUE-ENGEMENT

## GRANT OF EASEMENT FOR UNDERGROUND ELECTRIC DISTRIBUTION AND COMMUNICATION

THIS INDENTURE, made and entered into this standard of Akung, Aggl by and between CONSTANCE BOUCHER and JAMES YOUNG, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation and CON-TEL (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 <a href="Douglas">Douglas</a>, State of <a href="Nevada">Nevada</a>, to-wit:

A portion of Section 15, Township 14 North, Range 18 East M.D.B.&M., Douglas County, Nevada.

An easement 15.0 feet in width, lying 10.0 feet on the right and 5.0 feet on the left of the following described line:

Commencing at the Southeast corner of Parcel 1 as shown on "Parcel Map for R.E. and June Eckenweiler", File No. 33205 recorded June 7, 1979 Records of Douglas County, Nevada;

Thence South 61°44'00" West 615.10 feet to a point on centerline of an existing electric overhead powerline, the TRUE POINT OF BEGINNING;

Thence South 05°47'00" East 145.60 feet;

Thence North 75°43'00" West 360.30 feet;

Thence South 71°53'00" West 236.20 feet;

Thence North 27°27'00" West 115.80 feet;

Thence North 58°07'00" East 139.20 feet.

- 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.
- 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 in the judgment of the Grantees is inconsistent with Grantees' use of said easement.

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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 in the judgment of Grantees may interfere with or endanger the construction, operation, and maintenance of their 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 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.

JAMES YOUNG SS , before me, a Notary 1991 On this 14TH day of AUGUST
Public, personally appeared --- CONSTANCE BOUCHER 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. OFFICIAL SEAL JODI H. LEE Notary Public-Dalifornia SAN FRANCISCO COUNTY My Comm. Exp. Apr. 8, 1994

PUBLIC

STATE OF CALIFORNIA

STATE OF \_\_CALIFORNIA

COUNTY OF SAN FRANCISCO

COUNTY OF SAN FRANCISCO SS.

1991 , before me, a Notary AUGUST On this <u>14T</u>Hday of Public, personally appeared --- JAMES YOUNG --personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(+) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she,-they) executed It.

> OFFICIAL SEAL JODI H. LEE Hotary Public-California it SAN FRAMO DE COUNTY ( My Common July 19, 48, 4

PUBLIC NOTARY

> REQUESTED BY Zierre IN OFFICIAL RECORDS O

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