After Recordation Return To: SIERRA PACIFIC POWER COMPANY Right-of-Way Department P.O. Box 10100 Reno, Nevada 89520 A.P.N. \_15-040-07

Work Order Number 91-4311-17



## GRANT OF EASEMENT FOR OVERHEAD ELECTRIC DISTRIBUTION

THIS INDENTURE, made and entered into this 14 day of AGOST, 1991 by and between <u>DOUBLE JA LAND & LIVESTOCK</u>, (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 <a href="Douglas">Douglas</a>, State of <a href="Nevada">Nevada</a>, to-wit:

A portion of the Southwest one-quarter of Section 15, Township 14 North, Range 19 East, M.D.M.

An overhead electric powerline easement Ten (10.0) feet in width and lying Five (5.0) feet each side of the following described centerline:

Commencing at Northwest Corner of Section 15, Township 14 North, Range 19 East;

Thence South 8°11'37" East, a distance of 4,603.82 feet to the calculated TRUE POINT OF BEGINNING;

Thence North 72°41'18" East, a distance of 1,186 feet;

Thence North 67°52'54" East, a distance of 475 feet more or less.

Together with the right to install underground anchors with overhead guy wires at angle and terminal poles as may be necessary for the proper support of said electric powerlines.

## 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.

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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.

	DOUBLE JA LAND & LIVESTOCK
By:_ By:	John J. ASQUAGA
STATE OF NEVADA ) ss.	
COUNTY OF WASHOE On this 14th day of August	, 19 <sup>91</sup> , before me, a Notary Public,
personally appeared John J. Ascuaga personally known to me (or proved to me on person who executed the within instrument a of DOUBLE JA LAND & LIVESTOCK COMPA	the basis of satisfactory evidence) to be
·-	and acknowledged to me that the corporation
	JOSEPHINE McCALL MCCTY Public - State of Msvada
COUNTY OF) ss.	Appointment Reseated to Massaco County  ETY APPOINTMENT EXPENSE FEB. 4, 1692
On this day of	s,
on behalf of said corporation therein named executed it.	and acknowledged to me that the corporation
N	otary Public

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