

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

A.P.N.
21-230-09

Work Order Number
91-8796-17

**GRANT OF EASEMENT
FOR
NO TAX DUE - EASEMENT UNDERGROUND ELECTRIC DISTRIBUTION**

THIS INDENTURE, made and entered into this 17th day of March, 1992, by and between KEITH CLUGAGE and TINA CLUGAGE, (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 underground electric distribution facilities, together with the appropriate underground foundations, markers, conduits, pull boxes, vaults, fixtures, surface-mounted transformers, switchgear, 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 that certain real property as described by deed, File No. 207117, Recorded July 21, 1989 in Book 789, Page 2325, Official Records of Douglas County, Nevada. Said real property situate in the Southwest one-quarter (SW1/4), Section 26, Township 14 North, Range 20 East, M.D.M.

An easement 7.5 feet in width, the West line of which is coincident with the East right-of-way line of Esaw Street and is further described as follows:

BEGINNING at the intersection of said East right-of-way line of Esaw Street and the South line of said real property;

Thence North 00°05'00" West, 350 feet along the West property line of said property being the TRUE POINT OF BEGINNING;

Thence North 00°05'00" West, 310 feet more or less to the North property line of said property.

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.

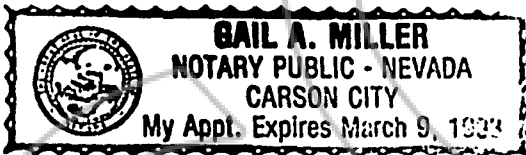
IN WITNESS WHEREOF, The Grantor has caused these presents duly to be executed the day and year first above written.

Keith Clugage
KEITH CLUGAGE

Tina Clugage
TINA CLUGAGE

STATE OF Nevada)
COUNTY OF Carson City) ss.

On this 14th day of March, 1992, before me, a Notary Public, personally appeared KEITH CLUGAGE, 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.



Gail A Miller
NOTARY PUBLIC

STATE OF Nevada)
COUNTY OF Carson City) ss.

On this 14th day of March, 1992, before me, a Notary Public, personally appeared TINA CLUGAGE, 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.



Gail A Miller
NOTARY PUBLIC

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

92 APR 16 A9:55

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