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

A.P.N. 23-530-12

Work Order Number 95-5216-17

NO TAX DUE—BASEMENT

GRANT OF EASEMENT FOR:

BLANKET ELECTRIC DISTRIBUTION AND COMMUNICATION

THIS INDENTURE, made and entered into this day of July, 1995, by and between BENTLY NEVADA CORPORATION, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, assigns and agents, permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct and operate one or more electric and communication facilities consisting of one or more circuits, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, markers, conduits, pull boxes, vaults, fixtures and other necessary or convenient appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, over, under, and through the following described property situate in the County of DOUGLAS, State of NEVADA, to-wit:

A portion of the Northwest one-quarter (NW 1/4) of Section 27, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada.

All of the certain real property as described by Deed, File No. 176667, recorded in April, 1988, Book 488, Page 2577, Official Records of Douglas County, Nevada.

Said Utility Facilities to be installed at locations mutually agreed upon by Owner of Record at time of installation and Utility Company.

IT IS FURTHER AGREED:

- 1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.
- 2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.
- 3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.
- 4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

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- 5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.
- 6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

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

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

BENTLY NEVADA CORPORATION

By:

Print Name:

STATE OF NEVADA

COUNTY OF Mouglas

This instrument was acknowledged before me on

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Notary Public

AUDREY W. COGSDILL

IN OFFICIAL RECORDS OF

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