

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

A.P.N.
31-040-16

Work Order Number
96-11151-17

~~NO TAX DUE~~ EASEMENT

**GRANT OF EASEMENT
FOR
UNDERGROUND ELECTRIC, GAS AND WATER DISTRIBUTION
AND COMMUNICATION**

THIS INDENTURE, made and entered into this 5 day of June, 1997, by and between RANDALL CHITWOOD and LORILYN CHITWOOD, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, and GTE, (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 underground electric, gas and water distribution and communication facilities, consisting of one or more circuits, together with the appropriate underground foundations, markers, conduits, pull boxes, vaults, surface-mounted transformers, switchgear, pipes, valve boxes, meters, fixtures, and other necessary or convenient appurtenances connected therewith, (hereinafter referred to as "Utility Facilities"), across, upon, under, and through the following described property situate in the County of DOUGLAS, State of NEVADA, to-wit:

All that certain lot, piece, parcel or portion of land situate, lying and being within the NW 1/4 of the NW 1/4 of Section 5, Township 11 North, Range 20 East, MDM, Douglas County, Nevada and more particularly described as follows:

A 15 foot wide Underground Public Utility Easement lying 7.5 feet on each side of the following described centerline with the sidelines thereof being shortened or lengthened as the case may be to meet the Grantor's property lines:

Commencing at the northwest corner of said Section 5 which point is also the northwest corner of Adjusted Parcel A as shown on the Record of Survey to accompany a Boundary Line Adjustment for Brooke /Vasey filed for record in Book 596 at page 139 as document number 386750, Official Records of Douglas

County, Nevada thence along the north line of said Adjusted Parcel A, North 89°56'49" East a distance of 749.42 feet to the TRUE POINT OF BEGINNING of the centerline of this 15 foot wide easement; thence leaving said north line and along the centerline of this easement South 01°01'32" West a distance of 646.47 feet to a point on the south line of said Adjusted Parcel A and the terminus point of this 15 foot wide easement and from which point the Southwest corner of said Adjusted Parcel A bears South 88°17'53" East, 736.95 feet distant.

The basis of bearing for this description is the north line of Adjusted Parcel A which bears North 89°56'49" East as shown on the Record of Survey to accompany a Boundary Line Adjustment for Brooke /Vasey filed for record in Book 596 at page 139 as document number 386750, Official Records of Douglas County, Nevada.

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.
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.

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.

Randall Chitwood
RANDALL CHITWOOD

Lorilyn Chitwood
LORILYN CHITWOOD

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 27 day of MAY, 19 97, by RANDALL CHITWOOD.

Beth Cressaty
Notary Public

STATE OF NEVADA)
COUNTY OF DOUGLAS)



This instrument was acknowledged before me, a Notary Public, on the 27 day of MAY, 19 97, by LORILYN CHITWOOD.

Beth Cressaty
Notary Public

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



'97 JUN 30 A11 :06

LINDA SLATER
RECORDER
\$ 9.00 PAID K2 DEPUTY