

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

A.P.N.  
35-360-(Parcel D)  
  
Work Order Number  
98-15593-17

~~NO TAX DUE~~ EASEMENT

**GRANT OF EASEMENT  
FOR  
OVERHEAD ELECTRIC DISTRIBUTION AND COMMUNICATION**

THIS INDENTURE, made and entered into this 30 day of APRIL, 1998, by and between LEON MARK KIZER, (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 overhead electric distribution and communication facilities, consisting of one or more circuits, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, wires and cables, fixtures, and other necessary or convenient appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, upon, over, and through the following described property situate in the County of DOUGLAS, State of NEVADA, to-wit:

A part of Parcel D of that part of the United States Department of Interior Bureau of Land Management Survey for Leon Mark Kizer, Parcel Map recorded in Document No. 273678, in Book No. 292, pages 303 & 304, Records of Douglas County, being a portion of the Northeast quarter of Section 5, T11N, R21E, MDB&M, Douglas County, NV.

Said easement being 10.0 feet in width, 5.0 feet on each side of the following described centerline;

Commencing at the most northerly corner of Parcel F, said corner also being the most northerly corner of Parcel G; thence South 03°02'08" East a distance of 91.72 feet, thence North 27°43'10" East a distance of 73.83 to the TRUE POINT OF BEGINNING of the easement herein described feet and a point on the southerly right of way line of US Highway 395, thence continue North 27°43'10" East a distance of 150 feet± to a terminus on the northerly right of way line of US Highway 395.

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.

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.

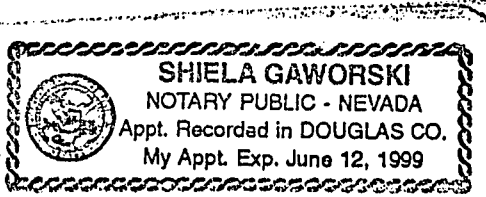
  
LEON MARK KIZER

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STATE OF NEVADA )  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me, a Notary Public, on the 30<sup>th</sup> day of APRIL, 1998, by LEON MARK KIZER.



*Shiela Gaworski*  
Notary Signature

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COPY

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

'98 MAY 19 AM 1:01

0439947

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LINDA SLATER  
RECORDER

\$ 9.00 PAID ks DEPUTY