after Recordation letuen To:

Sierra Pacific Power Company Land Operations S4B20 PO Box 10100 Reno NV 89520-0024

RIGHT OF ENTRY

The property owner of record, ERIC VINDUM and MYRNA J. VINDUM, hereinafter referred to as "Grantor", for and in consideration of the mutual covenants contained herein, hereby grants to SIERRA PACIFIC POWER COMPANY, a Nevada corporation, its employees, agents and contractors, hereinafter referred to as "Grantee" permission to enter upon that certain land located in Douglas County, Nevada, Assessor's Parcel Number 19-070-340, more particularly described below, to construct, install, operate and maintain underground electric distribution and communication facilities, hereinafter referred to as "Utility Facilities", across, upon, under, and through the following described property:

Parcel 2 of Parcel Map No. LDA 97-070 for WESTERN NEVADA YOUTH FOUNDATION, according to the map thereof, recorded in the office of the Douglas County Recorder, on May 13, 1993, Document No. 439540 in Book 598 of Official Records at page 2496 and located within portions of the SE¼ SE¼ Section 34 and the SW¼ SW¼ Section 35, T.13N., R.19E., M.D.M.

IT IS FURTHER AGREED:

- 1. The Utility Facilities shall be installed at such locations as mutually agreed upon by Grantor and Grantee.
- 2. Grantee will pay for damages sustained to the above-described property as a result of Grantee's activities related to the installation of the above-described Utility Facility.
- 3. This Right of Entry will be null and void upon recordation of the Right-of-Way Grant, attached hereto as Exhibit "A", which Grantor hereby agrees to execute and notarize at this time. Upon receipt of a final legal description of the installed Utility Facilities, Grantee agrees to attach the legal description to the fully executed Right of Way Grant and record said Right of Way Grant in the Office of the Recorder of Douglas County, Nevada.
- 4. Grantor agrees to provide an acceptable legal description of the location of the Utility Facilities, prepared by a Professional Land Surveyor, within thirty days (30) after completion of the Utility Facilities. Should Grantor elect not to, or fail to provide an acceptable legal description to Grantee within thirty (30) days, Grantee will survey the Utility Facilities and prepare the legal description. Grantor is responsible for all reasonable costs incurred by Grantee in surveying the Utility Facilities and preparing the legal description.

ERIĆ VINDUM

MYRNA J. VINDUM

는 사람들은 다른 사람들은 그리고 있는데 그를 가는 것이 되었다. 사람들은 전략을 가는 것을 보고 있다는 것이 되었다. 그를 가는 것을 보고 있는데 다른 것이다.
STATE OF NEVADA CAUFORNIA)
COUNTY OF <u>EC.DOPA</u> OO)
This instrument was acknowledged before me, a Notary Public, on the 10 th day of 42b. 1999, by ERIC VINDUM.
A A
D. O'CONNOR COMM. #1057723 NOTARY PUBLIC - CALIFORNIA EL DORADO COUNTY My Comm. Expires May 3, 1999 My Comm. Expires May 3, 1999
STATE OF NEVADA CALIFORNIA) COUNTY OF EL DOYACO)
MM TO
This instrument was acknowledged before me, a Notary Public, on the
1999, by MYRNA J. VINDUM.
D. O'CONNOR
COMM. #1057723 Notary Public
FI DORADO COUNTY
My Comm. Expires May 3, 1999
19070340.doc



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

A.P.N. 19-070-340

Work Order Number 98-17643-17

Easement Only
No Change in Fee Ownership

GRANT OF EASEMENT FOR

UNDERGROUND ELECTRIC DISTRIBUTION AND COMMUNICATION

THIS INDENTURE, made and entered into this /O day of ________, 1999, by and between ERIC VINDUM and MYRNA J. VINDUM, (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 underground electric distribution and communication facilities, consisting of one or more circuits, together with the appropriate underground foundations, markers, conduits, pull boxes, vaults, fixtures, surface-mounted transformers, switchgear, and other necessary or convenient appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, upon, under, and through the following described property situate in the County of DOUGLAS, State of NEVADA, to-wit:

See Legal Description attached hereto as Exhibit "A" and made a part hereof by reference.

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.

ERIC VINDUM

STATE OF NEVADA COUNTY OF ELDOVADO

This instrument was acknowledged before me, a Notary Public, on the

1999 by ERIC VINDUM.

D. O'CONNOR COMM. #1057723 EL DORADO COUNTY

My Comm. Expires May 3, 1999

STATE OF NEVADA CAUFORNIA COUNTY OF EL DOVADO

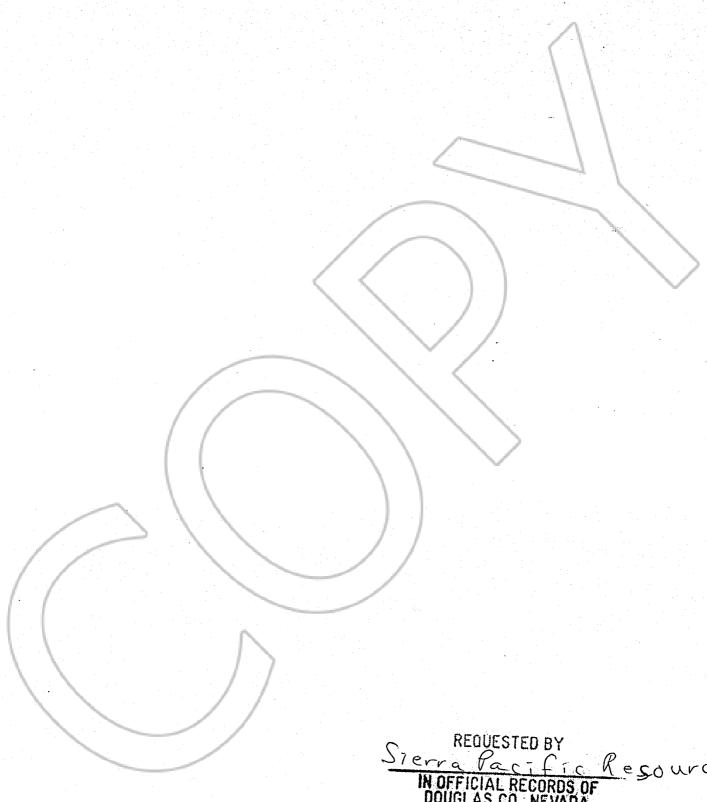
This instrument was acknowledged before me, a Notary Public, on the

, 1999, by MYRNA J. VINDUM.

D. O'CONNOR COMM. #1057723 NOTARY PUBLIC - CALIFORNIA EL DORADO COUNTY My Comm. Expires May 3, 1999

Notary Public

0491438



REQUESTED BY

Sterra Pacific Resource

IN OFFICIAL RECORDS OF

DOUGLAS CO.. NEVADA

2000 MAY -5 PM 2: 14

LINDA SLATER
RECORDER

S // PAID DEPUTY

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