

After Recordation Return To:
✓ SIERRA PACIFIC POWER COMPANY
Attn: Land Operations
PO Box 10100
Reno, Nevada 89520

A.P.N.
1320-27-001-004
1320-27-001-006
Work Order Number
00-21261-17

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

THIS INDENTURE, made and entered into on 02 Nov., 2000, by and between **BENTLY NEVADA CORPORATION**, a 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 the 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 and underground electric distribution and communication facilities, consisting of one or more circuits, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators, cross arms, underground foundations, markers, conduits, pull boxes, vaults, fixtures, surface-mounted transformers, switchgear, wires, cable 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:

A portion of the Northeast one-quarter of Section 27, Township 13 North, Range 20 East, M.D.M.,

An Electric Powerline Easement ten (10.0) feet in width, lying five (5.0) feet on each side of the following described centerline:

COMMENCING at the Northeast corner of Block "J" as shown in "Final map No. 1013 of Bently Science Park", Document No. 376672, recorded December 12, 1995, official records of Douglas County, Nevada;

Thence North 89°47'54" West a distance of 5.6 feet along the North property line of said Block "J" to the TRUE POINT OF BEGINNING;

Thence South 5°19'06" West, a distance of 479.45 feet;

Thence South 23°10'12" East, a distance of 241.45 feet, MORE OR LESS.

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.

By: *Donald E. Bently*

Print Name: Donald E. Bently

Title: General Partner

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public on 3rd NOVEMBER 2000, by Donald E. Bently as General Partner of BENTLY NEVADA CORPORATION.

Evelyn Finch
Notary Public



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

2001 FEB 27 AM 10: 24

LINDA SLATER
RECORDER

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