

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

A.P.N. 035-360-02&03

Work Order Number  
00-21426-17

**LESSOR AND LESSEE  
GRANT OF PUBLIC UTILITY EASEMENT  
FOR  
UTILITY PURPOSES**

THIS INDENTURE, made and entered into on this 20 day of November 2000, by and between **LEON MARK KIZER, LESSOR and PTP, INC., LESSEE**, (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 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, a permanent Public Utility Easement, (hereinafter called "P.U.E.") for utility purposes, across, over, under and through the following described property situate in the County of **DOUGLAS**, State of **NEVADA**, to-wit:

That portion of the Northeast one-quarter of Section 5, Township 11 North, Range 21 East, MDB&M, as shown and described in the Record of Survey for Pineview Unit Development Unit 2, Recorded July 7, 2000, in Book 0700, page 972, Document No. 495433, Records of Douglas County, Nevada, described as follows;

A 5.0 fide Public Utility Easement along all side and rear property lines and a 10.0-foot wide Public Utility Easement along all property streets fronts;

Also a Public Utility Easement within all streets in this subdivision is herein reserved and granted for Public Utility Purposes.

PTP, Inc., interest in the above described property consist of a leasehold interest only as delineated in that certain recorded lease recorded in the Bureau of Indian Affairs' Document No. 627-033-97 and in Douglas County Records Document No. 0423882.

It being understood that the easement herein granted shall run concurrently with the stated terms of the said lease agreement for an initial period of 50 years and terminates on the conclusion of the lease. If said lease is extend for any reason for an additional term of 49 years as stated in said lease agreement or any other extension of the lease, the easement is extended for the same period of said lease extension.

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 its 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 its utility facilities.

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 its utility facilities.

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 the P.U.E.

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 the P.U.E., which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of its utility facilities.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside the P.U.E. which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of its 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.

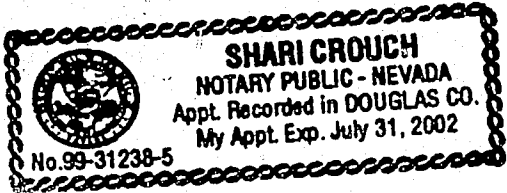
PTP INC.

By: Raymond May  
Raymond May, President TREASURER

By: Leon Mark Kizer  
Leon Mark Kizer

STATE OF NEVADA )

COUNTY OF DOUGLAS )



This instrument was acknowledged before me, a Notary Public, on the 20th day of November 2000, by Raymond May as President of PTP Inc.

*Shari Crouch*  
Notary Public

STATE OF NEVADA )

COUNTY OF DOUGLAS )



This instrument was acknowledged before me, a Notary Public, on the 20th day of November 2000, by Leon Mark Kizer.

*Shari Crouch*  
Notary Public



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

2001 FEB 27 AM 10: 26

LINDA SLATER  
RECORDER

\$ 9.00 PAID *KJ* DEPUTY

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