After Recordation Return To:

A.P.N. 1022-12-002-005

SIERRA PACIFIC POWER COMPANY

Land Operations
PO Box 10100
Reno, Nevada 89520

referred to as "Grantee")

Work Order Number 02-25784

GRANT OF EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC DISTRIBUTION AND

THIS INDENTURE, made and entered into this 30 day of 100 day, 200 x, by and between LAZY S LODGE, a California Limited Partnership (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter

COMMUNICATION

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:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

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.
- 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.

Print Name; Elizabeth White

Its: General Partner
Dated; July 30, 2002

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STATE OF NEVADA

COUNTY OF DOUGLAS This instrument was acknowledged before me a Notary Public on <u>JULY</u> <u>30</u>, 2002 BY, ELIZABETH WHITE Lazy S Lodge , JANE CRITSER Notary Public - State of Nevada Appointment Recorded in Douglas County No. 97-0988-5 - EXPIRES MARCH 20, 2005

EXHIBIT "A"

All that certain parcel of land lying wholly within the Southwest Quarter of Section 12, Township 10 North, Raange 22 East, M.D.M., more particularly described as follows:

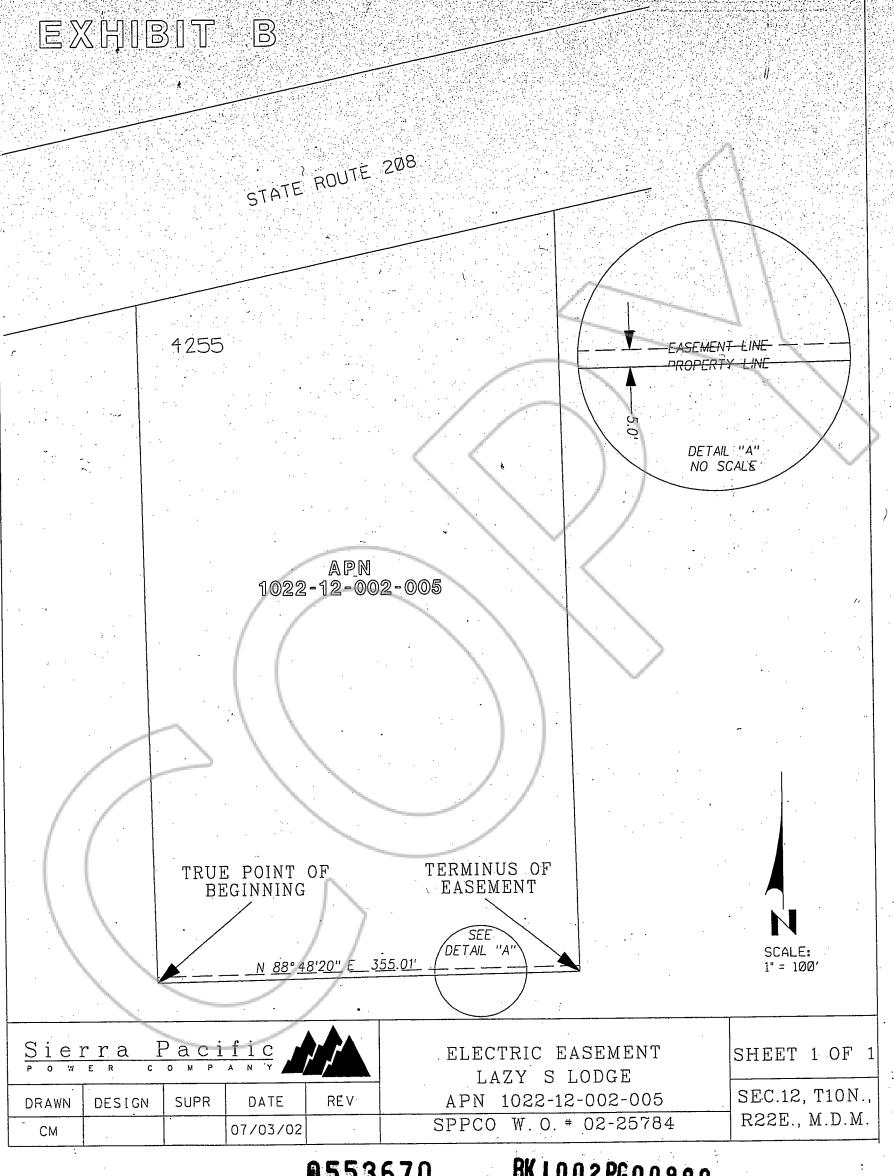
An electric powerline easement five (5.0) feet in width lying north of and adjacent to the following described property line:

Commencing at the Southwest property corner of a parcel of land as described in a "Grant, Bargain and Sale Deed to Lazy S Lodge, a California Limited Partnership", File No. 534120, recorded February 5, 2002, Official Records of Douglas County, Nevada. Said corner being the TRUE POINT OF BEGINNING.

Thence North 88°48'20" East a distance of 355.01 feet to the terminus of this description.

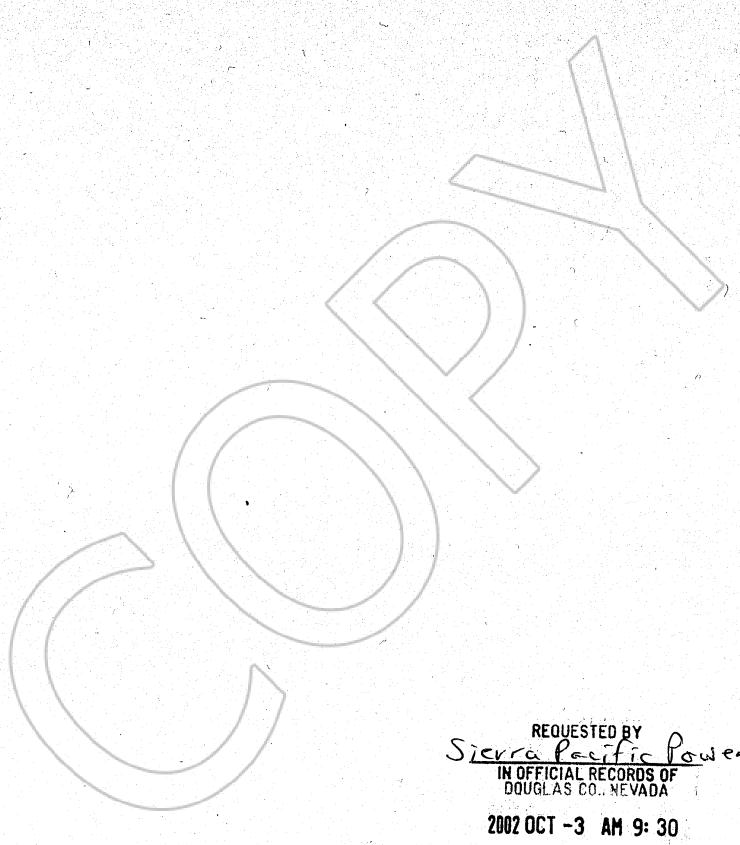
Containing an area of 1,775 sq. ft. (0.041 acres) more or less.

Per NRS 111.312, this legal description was prepared by Chuck Miller, whose mailing address is P.O. Box 10100, Reno, Nevada 89520.



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LINDA SLATER RECORDER