

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

A.P.N.1022-32-101-001

Work Order Number 02-25563

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

THIS INDENTURE, made and entered into on JUNE 27<sup>th</sup> 2002, by and between WINIFRED M. KAHN, TRUSTEE OF THE MORRIS AND WINIFRED M. KAHN FAMILY TRUST OF SEPTEMBER 7, 1993. DAVID KAHN, Trustee of the David Kahn Family Trust dated February 9, 2001 (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:

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.

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.

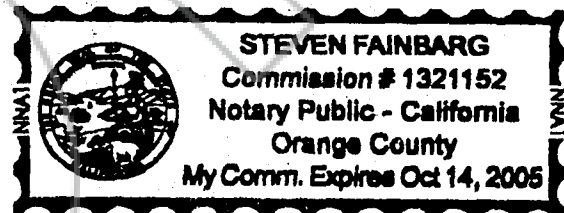
6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement, which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

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.

*Winifred M. Kahn*  
Winifred M. Kahn

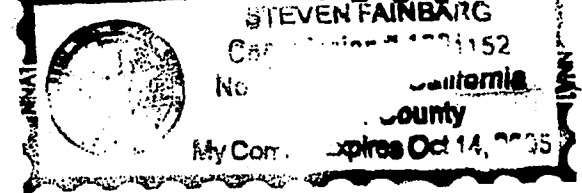
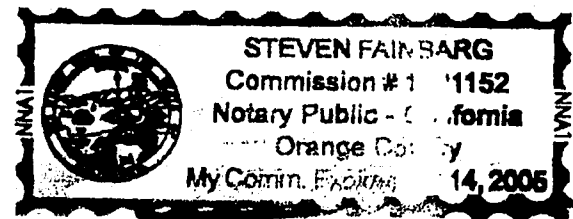


STATE OF ~~NEVADA~~ CALIFORNIA  
COUNTY OF ~~DOUGLAS~~ ORANGE

On this 28<sup>th</sup> day of June 2002 before me, a Notary Public, personally appeared Winifred M. Kahn personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Steven Fainbarg*  
Notary Public



0553672

BK1002PG00997

*David Kahn*  
David Kahn

STATE OF ~~NEVADA~~ California  
COUNTY OF ~~DOUGLAS~~ Orange

On this 27 day of June 2002 before me, a Notary Public, personally appeared David Kahn personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

*D. Overby*  
Notary Public



**EXHIBIT "A"**

A portion of the Northwest one-quarter of Section 32, Township 10 North, Range 22 East M.D.M.

An overhead electric powerline easement Ten (10.0) feet in width and lying five (5.0) feet each side of the following described centerline:

Commencing at the Northwest corner of Section 32, Township 10 North, Range 22 East, M.D.M.;

Thence South  $89^{\circ}58'00''$  East a distance of 934.23 feet to the TRUE POINT OF BEGINNING;

Thence South  $00^{\circ}42'10''$  East a distance of 685.0 feet to the terminus of this description.

Containing an area of 6,850 sq. ft. (0.157 acres) more or less.

BASIS OF BEARING being the south line of Tract 38, the NW1/4 of the NW1/4 of Section 32, T10N, R22E as shown on "Record of Survey Map, Property of Morris Kahn", File No. 32671, recorded June 24, 1966, Official Records of Douglas County, Nevada.

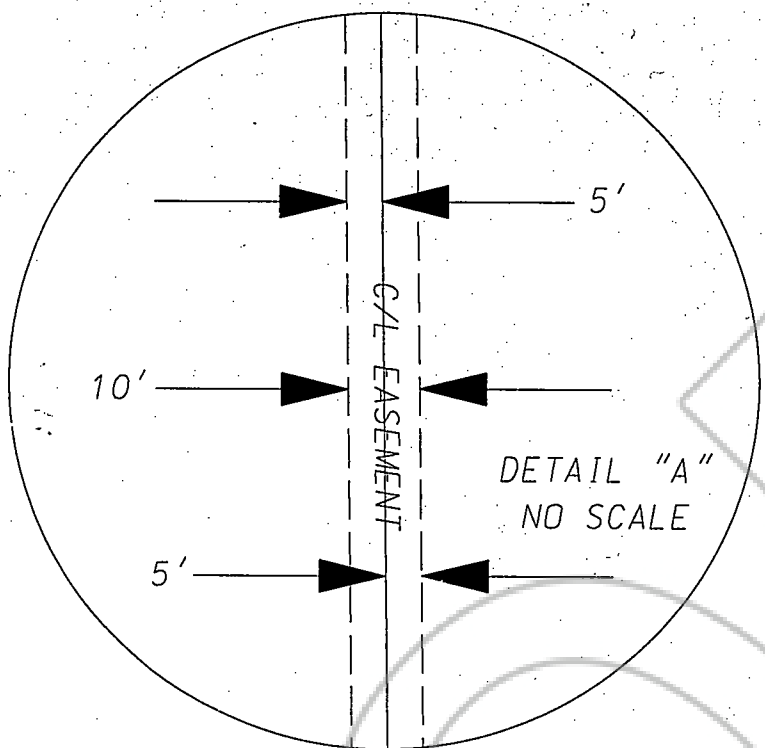
Per NRS 111.312, this legal description was prepared by Chuck Miller, whose mailing address is P.O. Box 10100, Reno, Nevada 89520

TRUE POINT OF BEGINNING

30 29  
31 32

S89°58'00"E - 934.23' (TIE)

US 395



S00°42'10"E 685.0'

SEE  
DETAIL "A"

PARCEL TWO  
R.O.S. MAP  
PROP. OF MORRIS KAHN  
FILE NO. 32671

TERMINUS OF  
EASEMENT



SCALE:  
1" = 100'

# EXHIBIT B

Sierra Pacific  
POWER COMPANY



OVERHEAD ELECTRIC EASEMENT  
KAHN PROPERTY  
APN 1022-32-101-001  
SPPCO W. O.# 02-25563

SHEET 1 OF 1  
SEC.32, T10N.,  
R22E., M.D.M.

DRAWN	DESIGN	SUPR	DATE	REV
CM			04/30/02	

0553672

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COPY

REQUESTED BY  
*Sierra Pacific Power*

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 OCT -3 AM 9:32

LINDA SLATER  
RECORDER

\$19<sup>00</sup> PAID *KJ* DEPUTY

0553672

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