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After Recordation Return To: SIERRA PACIFIC POWER COMPANY Land Operations Department P.O. Box 10100 Reno, Nevada 89520 A.P.N. 1320-02-002-027 Work Order Number 02-26775-17

## GRANT OF EASEMENT FOR UTILITY FACILITIES

THIS INDENTURE, made and entered into this /8 day of Julius, 2003, by and between SHAWN WILLIAMS AND AMY WILLIAMS, husband and wife, as Joint Venants (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 and underground electric distribution and communication facilities, consisting of one or more circuits, lines, and the right to install, inspect, repair and replace thereon poles, crossarms, wires, cables, braces, guys, anchors, together with the appropriate underground foundations, markers, conduits, pull boxes, and other necessary or convenient appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, over, under, and through the following described property situate in the County of Douglas, State of Nevada, to-wit:

# SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

With respect to all overhead and underground utility facilities as described herein, after installation of said utility facilities, the easement(s) and right(s) of way as herein granted will be deemed to be a strip of land ten (10) feet in width, being five (5) feet on either side of the centerline of said underground utility facilities as installed on the above-described premises.

## 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 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,

0569717 BK0303PG04846 caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the Utility Facilities by Grantee.

- 3. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, or structures, nor permit any activity which, in the reasonable judgment of Grantee, is inconsistent with Grantee's use of said easement.
- 4. 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 or adjacent to said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the 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.

**GRANTOR** 

Shawn Williams

Amy Williams

STATE OF NEVADA COUNTY OF DOUGLAS

On this 6 day of 2003 before me, a Notary Public, personally appeared Shawn Williams and Amy Williams 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.

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NOTARY PUBLIC STATE OF NEVADA
County of Douglas
NANCY ANN RUDOLPH
My Appointment Expires March 10, 2006

A.P. NO. 1320-02-002-027 Escrow No. 2002-65204-CAC R.P.T.T. \$279.50

WHEN RECORDED MAIL TO: Shawn Williams and Amy Williams P.O. BOX 2993 MINDEN, NEVADA 89423

MAIL TAA STATEMENT TO: Same as above

#### GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Wells Fargo Bank Minnesota National Association, as Trustee for Registered Holders of Option One Mortgage Loan Trust 2000-B, Asset Backed Certificates, Series 2000-B,

do(es) hereby GRANT, BARGAIN and SELL to

Shawn Williams and Amy Williams, husband and wife, as Joint Tenants

the real property situate in the County of Douglas, State of Nevada, described as follows:

All that certain lot, piece, parcel or portion of land situate, lying and being within the Northwest 1/2 of the Northwest 1/2 of the Southeast 1/2 of Section 2, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada and more particularly described as follows:

All that portion of Parcels 3 and 4 as shown on the Parcel Map for Ed Hoid filed for record on January 4, 1977 in Book 177 at page 77 as document number 05892, Official Records of Douglas County, Nevada described as follows:

Commencing at the Northeast corner of said Parcel 3; thence along the Easterly line of said Parcel 3 South 00°22'12" West a distance of 375.14 feet to the TRUE POINT OF BEGINNING; thence leaving said Easterly line South 86°36'58" West a distance of 82.53 feet to a concrete block fence corner; thence following said fence and the extension thereof North 80°51'39" West a distance of 92.30 feet to a point in line with existing chain link fence to the North; thence following said fence and the extension thereof North 06°16'00" East a distance of 130.71 feet to an angle point in said fence; thence following said fence North 10°20'12" East a distance of 68.15 feet to a corner in said fence; thence following said fence North 79°29'19" West a distance of 50.80 feet to an existing fence corner; thence leaving said fence North 85°41'58" West a distance of 131.84 feet to the Northwest corner of aforesaid Parcel 4; thence along the West line of said Parcel 4 South 00°22'45" West a distance of 180.02 feet to the Southwest corner of Parcel 2 of the aforesaid Hoid Parcel Map; thence continuing along said West line South 00°25'37" West a distance of 329.94 feet to the Southwest corner of the aforesaid Parcel 4; thence along the South line of said Parcel 4 South 89°51'39" East a distance of 330.03 feet to the Southeast corner of said Parcel 4; thence along the East line of said Parcels 4 and 3 North 00°24'47" East a distance of 284.85 feet to the POINT OF BEGINNING.

Said Parcel of land further imposed as Adjusted Parcel 4 set forth on that certain Record of Survey recorded May 21, 1997, as Document No. 412968.

NOTE: The above metes and bounds description appeared previously in that certain document recorded April 4, 2000, in Book 400, Page 438, as Instrument No. 489322.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

EXISPITA

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Dated: (6/17/02

Wells Eargo Bank OPTION ONE MORTBAGE CORPORATION

STATE OF CALLOR OVALLE

carmen Delgado

CARMENDELGADO Commission # 1330998 Notary Public - California Orange County My Comm. Expires Nov 19, 2005

> REQUESTED BY IN OFFICIAL RECORDS OF

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LINDA SLALL RECORDER 2. min BK 0.6.0.2-PG.0.5.6.2.3

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IN OFFICIAL RECORDS OF

DOUGLAS CO., NEVADA

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