

17-

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

After Recordation Return To:  
✓ SIERRA PACIFIC POWER COMPANY  
Attn: Land Operations  
PO Box 10100  
Reno, Nevada 89520  
A.P.N. 1320-30-702-005  
Work Order Number 03-000000623E

2003 AUG -4 PM 2: 59

WERNER CHRISTEN  
RECORDER

\$ 17.00 PAID BE DEPUTY

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

THIS GRANT OF EASEMENT, made and entered into on 7-18-03, by and between **CHARLES H. PAYA, IV, Trustee, or his successors in trust, under THE PAYA LIVING TRUST, dated October 2, 2002 and any amendments thereto**, (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, add to and operate one or more underground communication facilities and electric distribution facilities, consisting of one or more circuits, together with wires, cables, fibers, conduits, pull boxes, fixtures, and other 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 EXHIBIT "A" 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

0585357

BK0803PG00940

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.

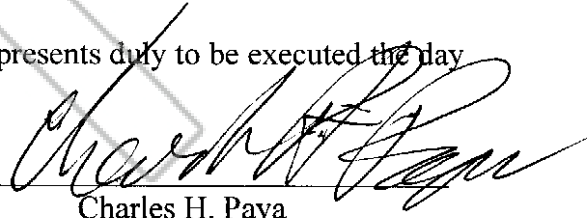
4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

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.

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.

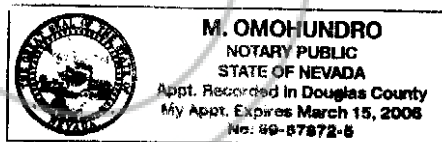
TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

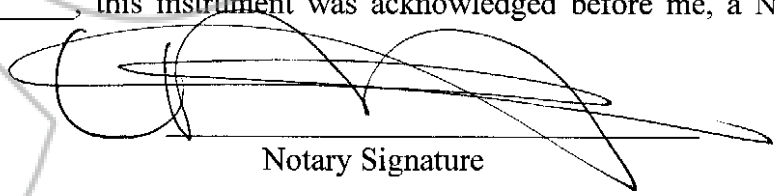


Charles H. Paya

STATE OF NEVADA  
COUNTY OF DOUGLAS



On 7/18/03, this instrument was acknowledged before me, a Notary Public, by.



Notary Signature

0585357  
BK0803PG00941

06/30/03  
396-64-02

### PUBLIC UTILITY EASEMENT

A 5.00 foot wide Public Utility Easement located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of Parcel A as shown on that Parcel Map for Village Financial Plaza, Limited as recorded in Book 489 at Page 2396 as Document No. 200532, Douglas County, Nevada, Recorder's office;

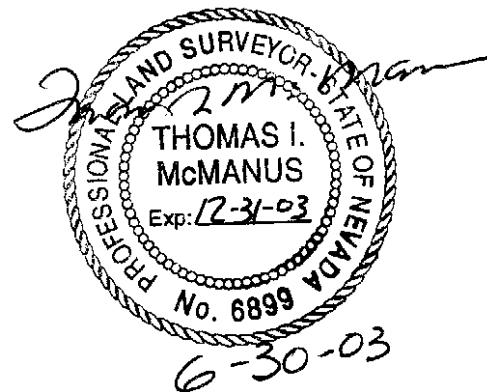
thence North 26°35'00" East, 2.42 feet to the POINT OF BEGINNING;  
thence continuing North 26°35'00" East, 5.00 feet;  
thence South 63°25'00" East, 15.00 feet;  
thence South 26°35'00" West, 5.00 feet;  
thence North 63°25'00" West, 15.00 feet to the POINT OF BEGINNING,  
containing 75.00 square feet, more or less

The Basis of Bearing of this description is identical to the Parcel Map for Village Financial Plaza, Limited, Document No. 200532.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423

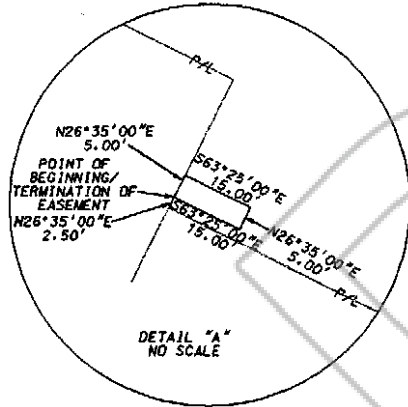
**EXHIBIT A**



0585357

BK0803PG00942

EXHIBIT B



PARCEL B  
A.P.N.  
1320-30-702-005

LUCERNE ST

SEE  
DETAIL "A"



SCALE:  
1" = 100'



Sierra Pacific™  
POWER COMPANY

EXHIBIT MAP  
PAYA LIVING TRUST  
PROPERTY  
A.P.N. 1320-30-702-005

SEC. 30, T. 13 N., R. 20 E., M.D.M.  
WINDEN DOUGLAS COUNTY NEVADA

07/18/03

PAGE 1 OF 1

0585357

BK0803PG00943