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

2003 SEP -8 PM 2: 03

WERNER CHRISTEN  
RECORDER

\$18 PAID K2 DEPUTY

~~NO TAX DUE - EASEMENT~~

After Recordation Return To:  
✓ SIERRA PACIFIC POWER COMPANY  
Attn: Land Operations  
PO Box 10100  
Reno, Nevada 89520  
APN: 1419-35-002-002, 1419-35-002-003  
Work Order Number: 03-27383

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

THIS GRANT OF EASEMENT, made and entered into August 6 2003,  
by and between **HOWARD S. CHARNEY, TRUSTEE AND ALIDA C. S. CHARNEY,  
TRUSTEE OF THE CHARNEY 1996 TRUST**, (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 overhead electric and communication facilities, consisting of one or more  
circuits, together with poles, guys and anchors, supporting structures, insulators and cross-arms,  
wires, fibers and cables, fixtures, and 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.

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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.

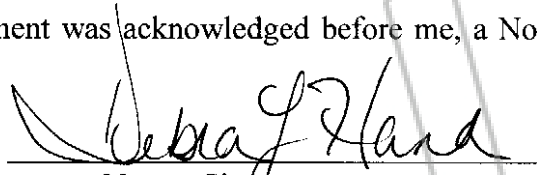
IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written

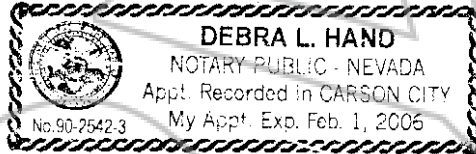
  
\_\_\_\_\_  
Howard S. Charney *Trustee*  
*CHARNEY 1996 TRUST*  
\_\_\_\_\_  
~~Alida C. S. Charney~~

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STATE OF NEVADA  
~~COUNTY OF DOUGLAS~~ CARSON CITY

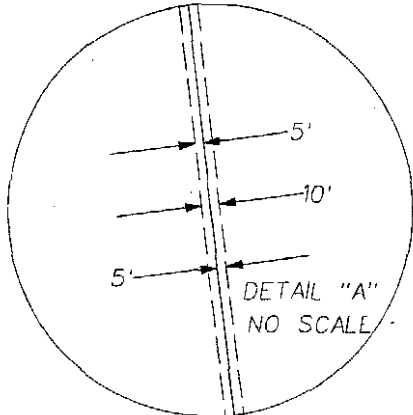
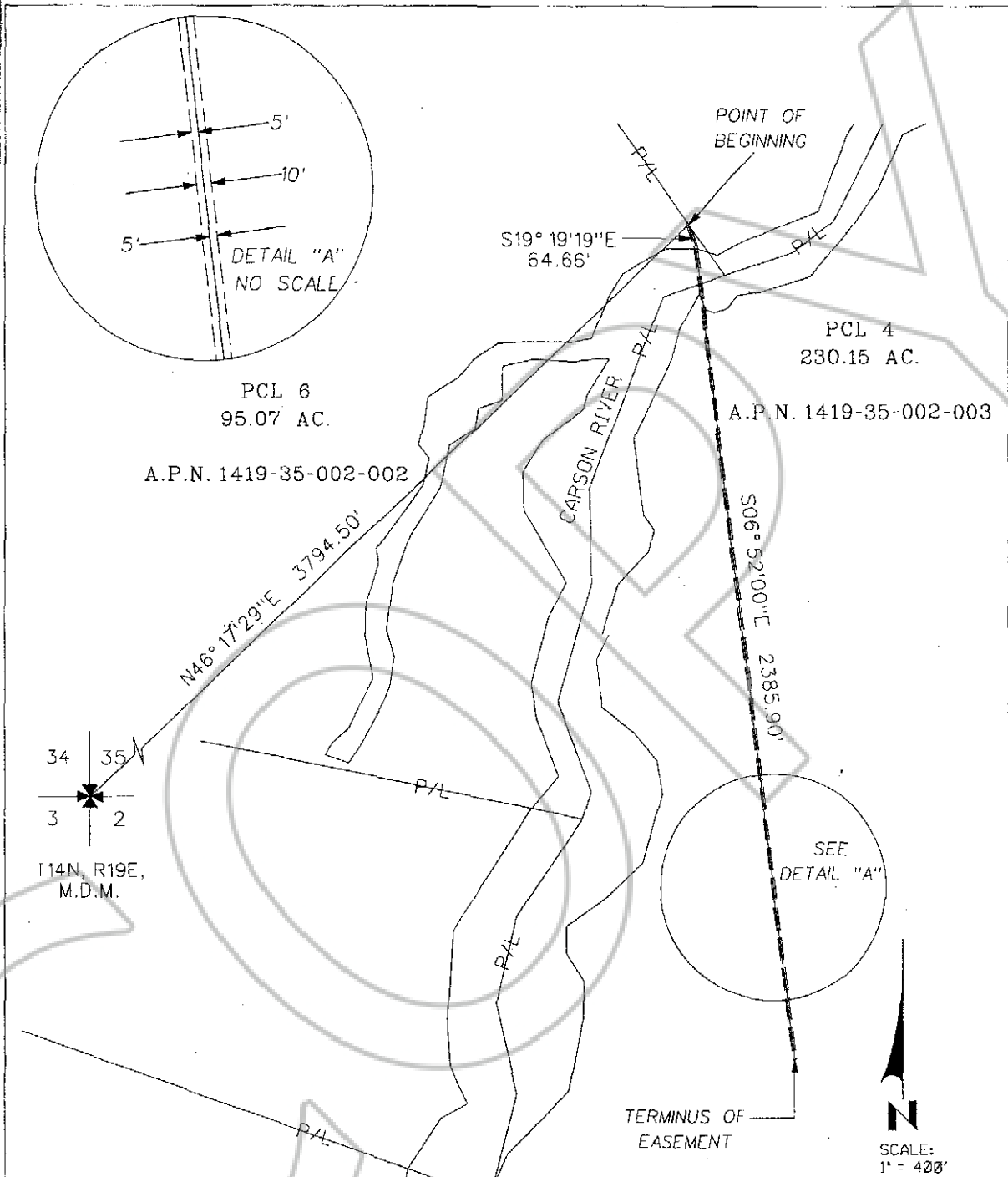
On August 6 2003, this instrument was acknowledged before me, a Notary Public, by HOWARD CHANNERY

  
Notary Signature



COPY

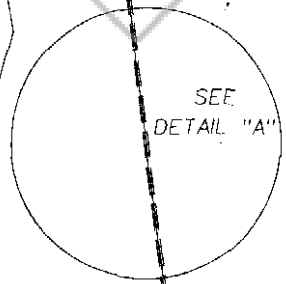
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PCL 6  
95.07 AC.  
A.P.N. 1419-35-002-002

PCL 4  
230.15 AC.  
A.P.N. 1419-35-002-003

34 35  
3 2  
T14N, R19E,  
M.D.M.



**EXHIBIT B**

					<b>OVERHEAD ELECTRIC EASEMENT</b> <b>CHARNEY PROPERTY</b> A.P.Ns. 1419-35-002-002, 03 SPPCO W.O.* 03-27383		<b>SHEET 1 OF 1</b> SEC. 35, T14N., R19E., M.D.M.	
DRAWN CM	DESIGN	SUPR	DATE 05/23/03	REV				

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A.P.N. 1419-35-002-002  
A.P.N. 1419-35-002-003

W.O. # 03-27383

### EXHIBIT "A"

All that certain parcel of land situate in the South one-half (S1/2) of Section 35, Township 14 North, Range 19 East, M.D.M., County of Douglas, State of Nevada.

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

Commencing at the Southwest Section Corner of said Section 35, as shown on a Record of Survey to support a Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership, filed December 31, 1996, under Document No. 403935, Official Records of Douglas County, Nevada;

Thence North  $46^{\circ}17'29''$  East, a distance of 3,794.50 feet to the POINT OF BEGINNING;

Thence South  $19^{\circ}19'19''$  East, a distance of 64.66 feet;

Thence South  $06^{\circ}52'00''$  East, a distance of 2,385.90 feet to the Southeasterly terminus of this description.

Containing an area of 24,506 sq. ft. (0.562 acres) more or less.

The boundary lines of the said easement are to be extended or foreshortened so as to terminate on the property lines of the grantor.

BASIS OF BEARING being  $N 89^{\circ}23'01'' E$  - - the North line of the Northeast  $\frac{1}{4}$  of Section 26, T14N., R19E., M.D.M. per Map of Division into Large Parcels for Little Mondeaux Limousin Corporation Recorded July 31, 1992 as Document No. 284936.

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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