After Recordation Return To: SIERRA PACIFIC POWER COMPANY Land Operations Department P.O. Box 10100 Reno, Nevada 89520 A.P.N. 1220-04-101-002 Work Order Number: 03-28233 Sierre Pacific Power

THOFFICIAL RECORDS OF

BOUGLAS CO., HEVADA

2003 NOV 13 PM 2: 57

WERNER CHRISTEN RECORDER

5/7 PAID K& DEPUTY

GRANT OF EASEMENT FOR UTILITY FACILITIES

THIS GRANT OF EASEMENT, made and entered into this <u>'Y</u> day of <u>SEP TGHISER</u>, 2003, by and between PETER J. PEARSON and NORMA PEARSON, husband an wife as Joint Tenants, (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 electric, gas distribution and communication facilities, consisting of one a more circuits, lines or pipes, together with underground foundations, markers, conduits, pull boxes, vaults, surface-mounted transformers, switchgear, pipes, valve boxes, meters, fixtures, and other 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 underground utility facilities as described herein, after installation of said underground 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.

With respect to all surface mounted transformers and/or switchboxes as described herein, after installation of the transformers and/or switchboxes, said easement(s) and right(s)-of-way as herein granted will be deemed to encompass an area around said transformers and/or switchboxes of three (3) feet extending in all directions from the perimeter of the transformers and/or switchboxes 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.

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- 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, 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.

Peter / Pearson

Norma Pearson

STATE OF NEVADA

COUNTY OF DOUGLAS

on September 18

2003, this instrument was acknowledged before me, a Notary Public,

By Peter J. Pearson and Norma Pearson.

Notary Signature

DREAL HAMD
NOTARY PUBLIC - NEVADA
Appt Recorded in CARSON CITY Y
23 My Appt. Exp. Feb. 1, 2006

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DOUGLAS COUNTY

RECORDING REQUESTED BY: STEWART TITLE COMPANY WHEN RECORDED MAIL TO: MAIL TAX STATEMENTS TO:

MR. & MRS. PEARSON 765 INDIAN TRAIL GARDNERVILLE, NV 89410

FSCROW NO. J10300465 R.P.T.T. \$ 193.70 A.P.N. # 1220-04-101-002 Full Value

GRANT, BARGAIN, SALE DEED BELLIE K. DIMITRI fka
THIS INDENTURE WITNESSETH: That DOLORES EMPLER and HELEN KEUSSEFF DILUTRIEVSKI

in consideration of \$10.00, the receipt of which is hereby schnowledged, does hereby Grant, Bargain Sell and Convey to PETER J. PEARSON and NORMA PEARSON, husband and wife as JOINT TENANTS

and to the heirs and assigns of such Grantee forever, all that real property situated in the
County of DOUGLAS State of Nevada, bounded and described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

DATE:

January 17, 2001

STATE OF NEVADA COUNTY OF DOUGLAS

J. M. NEWMAN
In stary Public - State of Nevada
potentiatal Recorded a County of Decig
My Appairement Expines Feb. 15, 2001

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EXHIBIT A

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EXFIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 010300455

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 F Section 4, and in the Northeast 1/4 of the Northeast 1/4 of Section 5, all in Township 12 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, rore particularly described as follows:

COMMENCING at the Northeast corner of said Section 4, proceed South 77°50'46" West, a distance of 4,843.28 feet to the TRUE POINT OF BEGINNING, which is the Southwest corner of the parcel; thence North 01°29'43" West, a distance of 456.08 feet to a point; thence South 88°30'17" West, a distance of 540.59 feet to a point on the Easterly right-of-way line of Centerville Lane; thence North 01°29'43" West, a distance of 50.00 feet along said Easterly right-of-way line to a point; thence North 88°30'17" east, a distance of 1,069.06 feet to the Northeast corner of the parcel; thence South 30°30'32" East, a distance of 18.43 feet to a point; thence South 34°07'07" East, a distance of 109.16 feet to a point; thence South 34°07'07" East, a distance of 236.15 feet to a point; thence South 19°51'37" East, a distance of 360.63 feet to the Southeast corner of the parcel; thence North 79°53'15" West, a distance of 785.61 feet to the POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 1220-04-101-002

REQUESTED BY

STEWART TITLE of DOUGLAS COUPTLY

IN OFFICIAL RESERVES OF

DOUGLAS COUPTLY

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LINDA ELATER
RECORDER
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EXHIBIT A

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