

Assessor's Parcel Number: 1419-00-002-016

Recording Requested By:

Name: FIRST AMERICAN TITLE

Address: 1512 Highway 395 North #1

City/State/Zip Gardnerville, NV 89410

R.P.T.T.: _____

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 APR 12 PM 12:34

WERNER CHRISTEN
RECORDER

\$16 PAID kg DEPUTY

Grant of Public Utility Easement
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

C:\bc docs\Cover page for recording

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BK0404PG04926

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

A.P.N.
15-040-030
Work Order Number
99-18541-17

**GRANT OF PUBLIC UTILITY EASEMENT
FOR
UTILITY PURPOSES**

THIS INDENTURE, made and entered into this 9th day of April 2004, by and between **S & S REALTY**, a Nevada limited liability company, (hereinafter referred to as "Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada corporation, and **GTE**, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration 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, a permanent Public Utility Easement, (hereinafter called "P.U.E.") for utility purposes, across, over, under and through the following described property situate in the County of **DOUGLAS**, State of **NEVADA**, to-wit:

A portion of the Southwest one-quarter of the Northeast one-quarter of Section 21, Township 14 North, Range 19 East, M.D.M.

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

COMMENCING at the Northeast one-sixteenth corner of Section 21, Township 14 North, Range 19 East, M.D.M., which is the Northeast property corner of APN 15-040-030,

Thence South 15°04'16" West, a distance of 625 feet, more or less.

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 its 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 its utility facilities.
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 its utility facilities.

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 the P.U.E.

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 the P.U.E., which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of its utility facilities.

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

S & S REALTY
A Nevada limited liability company

By: Sharon Chase

Print Name: SHARON CHASE

Title: Managing Partner

STATE OF NV
COUNTY OF Douglas

This instrument was acknowledged before me, a Notary Public on the 9th day of April, 2004 by Sharon Chase as Managing Partner of S & S REALTY.

[Signature]
Notary Public

