

A.P.N. 1420-06-502-010  
W.O. #05-32526

After Recordation Return To:  
SIERRA PACIFIC POWER COMPANY  
Land Operations – S4B20  
P.O. Box 10100  
Reno, Nevada 89520

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 5 Fee: 18.00  
BK-0805 PG-11870 RPTT: 0.00



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**GRANT OF EASEMENT  
FOR UNDERGROUND  
UTILITY FACILITIES**

THIS GRANT OF EASEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between EL DORADO SAVINGS BANK, FSB, whose address is P.O. BOX 1208; PLACERVILLE, CA 95667 (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, a 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, and gas distribution facilities, consisting of one or more circuits, together with wires, cables, fibers underground foundations, 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 ATTACHED EXHIBIT "A"**

**Said Utility Facilities are to be installed at locations mutually agreed upon by Owner of Record at time of installation and Utility Company.**

With respect to all underground utility facilities as described herein, after installation of said underground utility facilities, said easement and right-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 said transformers and/or switchboxes, said easement and right-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 said 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.

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.

**GRANTOR**

By: *J. A. Cook*  
Signature

Printed Name John A. Cook

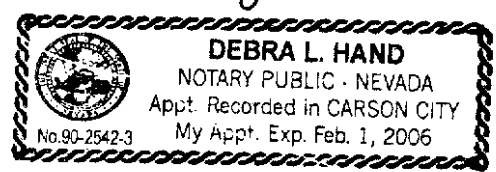
It's Sr. Vice President

Date: 7-28-05

STATE OF NEVADA  
COUNTY OF DOUGLAS CARSON CITY )

This instrument was acknowledged before me, a Notary Public, on the 28<sup>th</sup> day of July, 2005, by ~~George~~ JOHN A. COOK it's Sr. VICE PRESIDENT

*Debra L. Hand*  
Notary Signature



Is6073

## EXHIBIT "A"

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas described as follows:

A parcel of land located within the West one-half of Government Lot 2 of Section 6 and within Government Lot 14, westerly of U.S. Highway 395, of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the north one-sixteenth corner (CC N 1/16) of said Section 6, a found 5/8" rebar with aluminum cap PLS 3519, shown as the southwest corner of 13-210-04 on the Amended Record of Survey for Douglas County #32 recorded July 11, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 495561;

thence along the southerly line of said West one-half of government Lot 2, North 89°32'09" East, 1317.49 feet to the northeast one-sixteenth corner (NE 1/16) of said Section 6;

thence North 00°21'09" East, 107.38 feet;

thence North 89°44'06" West, 0.59 feet;

thence North 00°15'54" East, 121.97 feet;

thence along the arc of a curve to the left having a radius of 468.37 feet, central angle of 07°50'03", and arc length of 64.04 feet;

thence along the arc of a reverse curve to the right having a radius of 437.37 feet, central angle of 07°50'03", and arc length of 59.80 feet;

thence North 00°15'54" East, 153.36 feet to the POINT OF BEGINNING;

thence continuing North 00°15'04" East, 96.60 feet to the northwest corner of Adjusted 13-210-02 as shown on the Record of Survey to Support a Boundary Line Adjustment for Edgar S. Roberts recorded February 9, 2001 in said office of Recorder, as Document No. 508502;

thence along the arc of a curve to the right having a radius of 24.50 feet, central angle of 90°00'00", and arc length of 38.48 feet;

thence along the north line of said Adjusted 13-210-02, South 89°44'06" East, 268.76 feet to a point on the westerly right-of-way of U.S. Highway 395;

thence along said westerly right-of-way, South 07°48'25" West, 120.86 feet;

thence West, 277.40 feet to the POINT OF BEGINNING.

Continued on next page



Said premises further imposed on that certain Record of Survey recorded September 8, 2003, book 0903 of Official Records, at Page 3071, as Document No. 589087.

ASSESSOR'S PARCEL NO. 1420-06-502-003

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 8, 2003, BOOK 0903, PAGE 3063, AS FILE NO. 0589086, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

