After Recordation Return To: SIERRA PACIFIC POWER COMPANY Right-of-Way Department P.O. Box 10100 Reno, Nevada 89520

APN 10-041-17

Work Order No. 87-07879-16

<u>C30-13572</u> #517-9866 124922 A

GRANT OF EASEMENT

FOR

ELECTRIC TRANSMISSION AND DISTRIBUTION

THIS INDENTURE, made and entered into this 23'd day of February .1988, by and between CORPORATION OF THE PRESIDENT, CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation (hereinafter referred to as "Grantee"),

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant to Grantee, its successors and assigns, permanent and exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate one or more electric transmission and distribution facilities, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, underground foundations, markers, fixtures and other necessary or convenient appurtenances connected therewith, across, over, upon, under, and through the following described property situated in the County of Carson, State of Nevada, to-wit:

A portion of Section 16, Township 15 North, Range 20 East, M.D.B.&M., Carson City, Nevada.

PARCEL NO. 1

An exclusive and permanent easement to Sierra Facific Power Company being more particularly described as follows:

The Westerly 17.5 feet of "Parcel A" as shown on the "Parcel Map for Eva Lompa, Parcel Map No. 2", File No. 82033, filed August 31, 1978, Official Records of Carson City, Nevada.

PARCEL NO. 2

A public utility easement being more particularly described as follows:

The Westerly 25.0 feet of "Parcel A" as described in Parcel No.1, EXCEPTING THEREFROM the Westerly 17.5 feet.

Easement boundaries are to be forelengthened or foreshortened to meet property lines of the Grantor.

IT IS FURTHER AGREED:

- That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said utility facilities.
- That Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth.
- 3. That Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, his heirs, successors and assigns, of any and all loss, damage or liability he may suffer or sustain by reason of any injury or damage to any person or property caused by the negligent construction, maintenance, or operation of said facilities by Grantee.
- 4. Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which in the judgment of the Grantee is inconsistent with Grantee's use of said easement.

5. Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from said right of way, which in the judgment of Grantee may interfere with or endanger the construction, operation, and maintenance of said facilities.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

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

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS OF CHRIST OF LATTER DAY SAINTS a Utah corporation sole.

Authorized Agent Title: COUNTY OF , before me, a Notary Public, day of On this personally appeared personally known to me (or proved to me on the basis of satisfactory avidence) to be STATE OF UTAH COUNTY OF SALT LAKE On this 23 day of Merina, 1989, personally appeared before me Fred A. Baker, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, who acknowledged to me that he signed the foregoing instrument as higher agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole and the said Fied A. Baker acknowledged to me that the said Corporation executed the same. euden My commission expiress (and for the State Notary Public The same of of Utah 6/17 1988

Notary Public in and for the State of Utah

RECORDED AT THE REQUEST OF

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B) CONTROL DEPUTY

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