92 41908

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

A.P.N. 19-450-41

Work Order Number 91-7688-53

92-41908

OFFICIAL RECORDS...
REQUESTED BY...

SIERRA PACIFIC POWER CO ...

11-30-1932/10:45 AM...
BRUCE C. BOLINGER...
NEVADA COUNTY RECORDER...
RECORDING FEE-02 PAGES...

GRANT OF EASEMENT

NO TAX SEE SET OF

FOR ELECTRIC TRANSMISSION AND DISTRIBUTION

THIS INDENTURE, made and entered into this 3 day of November 1992 by and between TRUCKEE DONNER PUBLIC UTILITY DISTRICT, (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, 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 NEVADA, State of CALIFORNIA, to-wit:

A portion of the Northwest one-quarter Section 14, Township 17 North, Range 16 East, MDB&M.

An easement 50.0 feet in width and lying 25.0 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of Parcel No. 1 as described by Deed, File No. 65, Recorded January 3, 1974 in Volume 673, Page 432 in the Official Records of Nevada County, California;

Thence South 89°25'15" East 22.20 feet along the North line of said Parcel No. 1, to the TRUE POINT OF BEGINNING;

Thence North 06°43'04" West 25.0 feet;

Thence South 89°25'15" East 387.0 feet to a point on centerline of an existing 60 KV overhead transmission line.

Contains 20,600.00 square feet/0.473 acres.

IT IS FURTHER AGREED:

- 1. 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.
- 2. 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 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. Further, Grantee shall have the right to remove any such other trees located on Grantor's property, adjoining said right of way, that pose an eminent hazard to said electric transmission 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.

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

STATE OF COUNTY OF

to be person who executed the within instrument as PRESIDENT of THE TRUCKEE DONNER PUBLIC UTILITY DISTRICT on behalf of said corporation therein named and acknowledged to me that the

corporation executed it.

NOTARY PUBLIC

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OFFICIAL SEAL SUSAN M CRA'G

NEVADA COUNTY My comm expires MAT 23, 1993 .

END OF DOCUMENT