

1 THIS INDENTURE, made and entered into this 18th day of
2 September, 1964, by and between ROY L. ASH and
3 CHARLES B. THORNTON, as tenants in common

4 hereinafter called "Grantor", and SIERRA PACIFIC POWER COMPANY, a Maine Cor-
5 poration, hereinafter called the "Grantee",

6 WITNESSETH:

7 That for and in consideration of the sum of One Dollar (\$1.00), law-
8 ful money of the United States of America, this day in hand paid by the Grantee
9 to the Grantor, receipt of which is hereby acknowledged, and other consider-
10 ations, and subject to all the terms and conditions hereof, the Grantor hereby
11 grants and gives to the Grantee, its successors and assigns, the right, privi-
12 lege and authority to construct, erect, alter, improve, repair, operate and
13 maintain an electric transmission line, together with necessary guys and
14 anchors, supporting structures, insulators and crossarms, and other necessary
15 or convenient appurtenances connected therewith, across, over and upon the
16 following described lands and premises, situate in the County of Eureka, State
17 of Nevada, to-wit:

18 A portion of Lot 1 and Lot 2 of Section 19; Lots 1,
19 2, 3, and 4 of Section 18; Lots 1, 2, 3 and 4 of
20 Section 7; Lots 1, 2, 3 and 4 of Section 6, all
situate in T33N R49E MDB&M, Eureka County, Nevada.

Also, a portion of Lots 1, 2, 3 and 4 of Section 31;
Lots 1, 2, 3 and 4 of Section 30; Lots 1, 2, 3 and 4
of Section 19; Lots 1, 2, 3 and 4 of Section 18; Lots
1, 2, 3 and 4 of Section 7; Lots 2, 3, 4, 5, 6 and 7
of Section 6, all situate in T34N R49E MDB&M, Eureka
County, Nevada.

Also, a portion of the South one-half ($\frac{1}{2}$) of the
Southeast one-quarter (SE $\frac{1}{4}$) of Section 31; the West
one-half (W $\frac{1}{2}$) and the Northeast one-quarter (NE $\frac{1}{4}$) of
the Southwest one-quarter (SW $\frac{1}{4}$); the Northwest one-
quarter (NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), the
South one-half (S $\frac{1}{2}$) of the Northeast one-quarter (NE $\frac{1}{4}$)
of Section 32; the West one-half (W $\frac{1}{2}$) and the Northeast
one-quarter (NE $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$), the
Northwest one-quarter (NW $\frac{1}{4}$) of the Northeast one-
quarter (NE $\frac{1}{4}$) of Section 33; the South one-half (S $\frac{1}{2}$) of
the Southwest one-quarter (SW $\frac{1}{4}$) of Section 28; the West
one-half (W $\frac{1}{2}$) and the Northeast one-quarter (NE $\frac{1}{4}$) of the
Southwest one-quarter (SW $\frac{1}{4}$), the Northwest one-quarter
(NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), the South one-
half (S $\frac{1}{2}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of Section
27, the West one-half (W $\frac{1}{2}$) and the Northeast one-quarter

1 (NE $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$), the North-
 2 west one-quarter (NW $\frac{1}{4}$) of the Northeast one-quarter
 3 (NE $\frac{1}{4}$) of Section 26; the South one-half (S $\frac{1}{2}$) of the
 Southeast one-quarter (SE $\frac{1}{4}$) of Section 23; all situate
 in T35N R49E MDB&M, Eureka County, Nevada.

4 Also, a portion of the North one-half (N $\frac{1}{2}$) of the North
 5 one-half (N $\frac{1}{2}$) of Section 21; the East one-half (E $\frac{1}{2}$) of
 6 the Southwest one-quarter (SW $\frac{1}{4}$), the Northwest one-quarter
 (NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), the Southeast
 one-quarter (SE $\frac{1}{4}$) and the East one-half (E $\frac{1}{2}$) of the North-
 east one-quarter (NE $\frac{1}{4}$) of Section 15, all situate in T35N
 R50E MDB&M, Eureka County, Nevada.

7 A right of way 50.0 feet in width and being 25.0 feet on
 8 each side of the following described center line:

9 Beginning at a point on the West line of said
 10 Section 19, T33N R49E MDB&M, from which point the North-
 west corner of said Section 19 bears North 2050.76 feet
 more or less, and running;

11 Thence North 41° 12' East 1046.44 feet;
 12 Thence North 0° 20' East 19,417.00 feet;
 13 Thence North 31° 03' West 1162.00 feet;
 14 Thence North 0° 30' East 27,310.00 feet;
 15 Thence North 62° 34' East 29,382.00 feet to a
 point on the East line of the Southeast one-quarter (SE $\frac{1}{4}$)
 16 of said Section 23, T35N R49E MDB&M,

17 Also, beginning at a point on the West line of the North-
 18 west one-quarter (NW $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$)
 19 of said Section 21, T35N R50E MDB&M, from which point the
 Northwest corner of said Section 21 bears North 0° 02' West
 20 428.00 feet more or less, and running;

21 Thence North 86° 38' East 5,290.00 feet more or
 less, to a point on the East line of the Northeast one-
 quarter (NE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of said
 Section 21.

22 Also, beginning at a point on the South line of the South-
 23 west one-quarter (SW $\frac{1}{4}$) of said Section 15, T35N R50E MDB&M,
 24 from which point the Southwest corner of said Section 15 bears
 25 West 1350.00 feet more or less, and running;

26 Thence North 37° 43' East 6,350.00 feet more or less,
 27 to a point on the East line of said Section 15.

28 IT IS FURTHER AGREED:

- 1) That the Grantee, its successors and assigns, shall at all times
 have ingress to and egress from said land for the purpose of constructing, re-
 pairing, renewing, altering, changing, patrolling, and operating said power
 line, with the right to construct and maintain a roadway along the route of
 said power line.

1 2) That the Grantee shall be responsible for any damage to personal
 2 property, improvements, buildings, fences or animals, suffered by Grantor, by
 3 reason of the construction, maintenance or operation of said line.

4 3) That the Grantee, its successors and assigns, will at all times
 5 save and hold harmless the Grantor, its heirs, successors and assigns, of and
 6 from any and all loss, damage or liability they may suffer or sustain by
 7 reason of any injury or damage to the person or property of another, caused by
 8 negligent construction, maintenance or operation of said power line.

9 4) That the Grantee, its successors and assigns, shall have the
 10 right from time to time to remove or clear, and keep clear, any and all trees,
 11 underbrush, structures, or other obstructions upon said right of way, and such
 12 trees beyond the same as, in the judgment of the Grantee, may interfere with
 13 or endanger said lines or appurtenances when erected.

14 5) That the Grantor will retain right of reasonable use of the land
 15 within the said right of way, for agriculture or grazing, or purposes not in
 16 conflict with line clearances or access required by Grantee.

17 IN WITNESS WHEREOF, said Grantor has executed these presents the day and year
 18 first hereinabove written.

19
 20
 21
 22 STATE OF CALIFORNIA)
 23 COUNTY OF LOS ANGELES)
 24

25 On the 18th day of September, 1964, before me the undersigned, a
 26 notary public, personally appeared ROY L. ASH and CHARLES B. THORNTON, known
 27 to me to be the persons whose names are subscribed to the within instrument
 28 and acknowledged that they executed the same.

SEAL
Affixed

26 IN WITNESS WHEREOF I have hereunto set my hand and official seal the
 27 and year last above written.

28 RECORDED AT THE REQUEST OF

Sierra Pacific Power Co.

January 14 A.D. 1965

Florence H. Khuri
Notary Public

in and for said County and State

FLORENCE H. KHURI
My Commission Expires Jan. 9, 1967

At 46 minutes past 11A.M.

In Book 6 of OFFICIAL RECORDS

Page 382 Records of

EUREKA COUNTY, NEVADA

Hilma J. White Recorder

Fee \$4.75