

54629

R. P. Transfer Tax Due ~~NO TAX DUE~~ - EASEMENT

1 THIS INDENTURE, made and entered into this 19th day of June
 2 1971, by and between RANCHES EQUIPMENT & SUPPLY, INC.,

3 hereinafter called Grantor, and SIERRA PACIFIC POWER COMPANY, a
 4 Nevada corporation, hereinafter called the Grantee,

WITNESSETH:

5
 6 That for and in consideration of the sum of One Dollar (\$1.00),
 7 lawful money of the United States of America, this day in hand paid
 8 by the Grantee to the Grantor, receipt of which is hereby acknow-
 9 ledged, and other consideration, and subject to all the terms and
 10 conditions hereof, the Grantor hereby grants and gives to the Gran-
 11 tee, its successors and assigns, the right, privilege and authority
 12 to construct, erect, alter, improve, repair, operate and maintain
 13 an electric transmission line, together with necessary guys and
 14 anchors, supporting structures, insulators and crossarms, and other
 15 necessary or convenient appurtenances connected therewith, across,
 16 over and upon the following described lands and premises, situate
 17 in the County of Eureka, State of Nevada to-wit:

18 A portion of the Southwest one-quarter (SW $\frac{1}{4}$) of Section
 19 16, T19N R54E MDB&M.

20 An easement 125.0 feet in width and being 62.50 feet on
 each side of the following described center line:

21 Beginning at a point on the East line of the South-
 22 west one-quarter of the Southwest one-quarter (SW $\frac{1}{4}$ SW $\frac{1}{2}$)
 of said Section 16, from which point the Southwest cor-
 23 ner of said Section 16 bears the following two courses
 and distances:

- (1) South 00° 08' 55" West 622.94 feet and
- (2) North 89° 53' 20" West 1314.22 feet;

24 Thence from said point of beginning, North 48°
 18' 37.7" West 1756.02 feet to a point on the West line
 25 of said Section 16, from which the Southwest corner of
 said Section 16 bears South 00° 08' 40" West 1788.31
 feet.

26 The boundary lines of this easement are to be extended
 27 or foreshortened so as to terminate on the property
 lines of the Grantor.

1 IT IS FURTHER AGREED:

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

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

11 3) That the Grantee, its successors and assigns, will at all
12 times save and hold harmless the Grantor, their heirs, successors
13 and assigns, of and from any and all loss, damage or liability
14 they may suffer or sustain by reason of any injury or damage to the
15 person or property of another, caused by negligent construction,
16 maintenance or operation of said power line.

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

23 5) That the Grantor will retain right of reasonable use of
24 the land within the said right of way, for agriculture or grazing,
25 or purposes not in conflict with line clearances or access re-
26 quired by Grantee.

