

56022

NO TAX DUE—EASEMENT

R. P. Transfer Tax Due

1 THIS INDENTURE, made and entered into this 24th day of April,  
 2 1972, by and between Ray M. Collingwood and Geraldine M. Colling-  
 3 wood hereinafter called Grantor, and SIERRA PACIFIC POWER COMPANY, a  
 4 Nevada corporation, hereinafter called the Grantee,

WITNESSETH:

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 North one-half of the Southwest one-  
 19 quarter (N $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section 32, T20N R53E 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 easterly line of said  
 22 North one-half of the Southwest one-quarter (N $\frac{1}{2}$  SW $\frac{1}{4}$ ),  
 from which point the Southeast corner of said Section 32  
 bears South 51° 49' 30" East 3479.28 feet;

23 Thence North 81° 50' 32.3" West 2763.13 feet to a  
 24 point on the westerly line of the Southwest one-quarter  
 (SW $\frac{1}{4}$ ) of said Section 32, from which the Southwest corner  
 of said Section 32 bears South 02° 50' 38" East 2589.38  
 25 feet.

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

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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.

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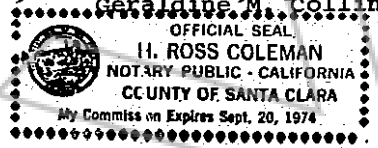
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IN WITNESS WHEREOF, Grantor has executed these presents the day  
and year hereinabove first written.

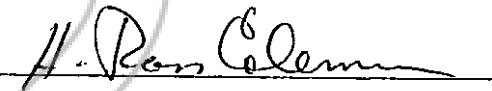
  
Ray M. Collingwood

  
Geraldine M. Collingwood



STATE OF CALIF )  
COUNTY OF Santa Clara ) SS.

On April 24 1972 personally appeared before me a  
Notary Public Ray Martin Collingwood + Geraldine M. Collingwood  
who acknowledged that THEY executed the above instrument.

  
H. Ross Coleman

RECORDED AT THE REQUEST OF Sierra Pacific Power Co.  
on June 19 1972, at 02 mins. past 8 A. M. In  
Book 42 of OFFICIAL RECORDS, page 359-361, RECORDS OF  
EUREKA COUNTY, NEVADA, H. Ross Coleman Recorder.  
File No. 36022 Fee 5.00

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