

C30-1325

RIGHT-OF-WAY GRANT

R. P. Transfer Tax Due

NO TAX DUE - EASEMENT

THIS INDENTURE made and entered into this 27th day of FEBRUARY, 1981, by and between JOHN W. MARVEL and WILBURTA S. MARVEL, husband and wife, of Battle Mountain, Nevada, hereinafter called Grantors, and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, hereinafter called the Grantee,

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00), lawful money of the United States of America, this day in hand paid by the Grantee to the Grantors, receipt of which is hereby acknowledged, and other consideration, and subject to all the terms and conditions hereof, the Grantors hereby grant and give to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission line, together with necessary guys and anchors, supporting structures, insulators and crossarms, and other necessary or convenient appurtenances connected therewith, across, over and upon the lands and premises, more particularly described as follows, to-wit:

A portion of the Northeast one-quarter of the Northeast one-quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 26, Township 33 North, Range 48 East, M.D.B.&M., Eureka County, Nevada.

An electric power easement 10.0 feet in width being 5.0 feet on each side of the following described center line:

Commencing at the Southeast corner of said Section 26, thence North 03° 03' 10" W, a distance of 4294.38 feet to a point, said point being the true point of beginning;

Thence North 57° 36' 23" W 401.08 feet to a point on an existing S.P.P. Co. power line.

SUBJECT TO all conditions, encroachments, codes, laws, zoning ordinances, restrictions and regulations, if any, which apply to the property.

SUBJECT TO all existing rights of way, easements, licenses, and privileges for highways, roads, trails, railroads, canals, ditches, flumes, conduits, pipe, pole, or transmission lines, telephone lines or cables, reservoirs, and dams, on, under, over, through or across said premises or any portion thereof.

SUBJECT TO all covenants, conditions, restrictions, exceptions, easements, rights of way, reservations, and rights of record.

IT IS FURTHER AGREED:

1. That the Grantee, its successors and assigns, shall at all times have ingress to and egress from said land over routes designated by Grantors for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said power line.

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ATTORNEYS AT LAW
BLOHM BUILDING, SUITE 200
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2. That the Grantee shall be responsible for any damage to personal property, improvements, buildings, fences or animals, suffered by Grantors, their heirs, executors, administrators and by third parties, by reason of the construction, maintenance or operation of said line.

3. That the Grantee, its successors and assigns, will at all times indemnify, save and hold harmless the Grantors, their heirs, executors, administrators, successors and assigns, of and from any and all claims, fees, costs, loss, damages or liability they may suffer or sustain by reason of any injury or damage to the person or property of another, caused by negligent construction, maintenance or operation of said power line.

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

5. That the Grantors will retain the right of use of the land within the said right-of-way, for agriculture or grazing or purposes not in conflict with line clearances or access required by Grantee.

6. That the Grantee shall not assert a claim against the Grantors, their heirs, executors, administrators, successors and assigns, for any loss or damage to the electric transmission line and its component parts that may be caused by or result from any acts or omissions of third parties or from water, fire, or act of God.

7. That the Grantee shall, at Grantors' request, seed with such livestock feeds or forage as shall be designated by the Grantors, the easement area and all adjacent or adjoining land, which is disturbed or damaged, or suffers any removal of livestock forage during the exercise of the Grantee's rights hereunder. All such seeding shall be to Bureau of Land Management standards and shall be completed within ninety (90) days after Grantors' request.

8. That the Grantee shall not blade or otherwise disturb the soil within the easement, except as necessary for the construction, operation and maintenance of the electric transmission line.

9. That the Grantee shall mark with warning devices that will visually clearly identify all guys and anchors, wires and cables, which could create a hazard to passing persons, vehicles or horses.

10. That the Grantee shall not fence or otherwise enclose the easement without the prior written consent of the Grantors.

11. That the Grantee shall Quitclaim and reconvey to the Grantors this easement, or any portion thereof, which the Grantee at any time in the future should no longer require for the purposes hereinsetforth for which the Grantee shall abandon or terminate its use.

12. That any claim for damage to the electric transmission line, or any component part thereof, for damages allegedly caused by the Grantors, their heirs, executors, administrators, successors and assigns, shall be limited to the actual cost of repair of the physical components and shall not include any loss of profits,

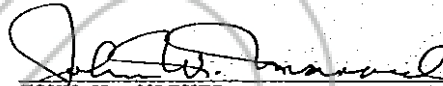
loss of line and service rental or charges, or any other form of damage, arising or relating to the interruption of service, or use of the electric transmission line and the Grantee hereby releases and discharges the Grantors, their heirs, executors, administrators, successors and assigns from such liability and damages and agrees to indemnify and hold harmless the Grantors, their heirs, executors, administrators, successors and assigns from all claims of and liability to third parties for any such claim damage.

13. That the Grantee will repair any roads damaged by reason of the construction, repair, operation, maintenance or patrol of the facilities covered by this right-of-way grant to as good a condition as before damage.

14. Acceptance and recording of the within instrument by Grantee shall be deemed to constitute their Agreement and acceptance of all the terms and provisions hereinabove set forth.

15. This easement and the agreements herein contained shall be binding upon and inure to the benefit of the Grantors, their heirs, executors, administrators, successors and assigns, and the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantors have executed these presents the day and year hereinabove first written.



JOHN W. MARVEL

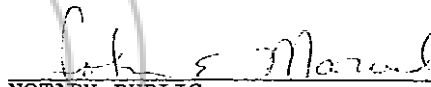


WILBURTA S. MARVEL

STATE OF NEVADA)
) ss.
COUNTY OF LANDER)

On this 27th day of FEBRUARY, 1981, personally appeared before me, a Notary Public, JOHN W. MARVEL and WILBURTA S. MARVEL, who acknowledged to me that they executed the foregoing instrument.

 **JOHN E. MARVEL**
Notary Public - State of Nevada
Elko County
Commission Expires Nov. 16, 1982



NOTARY PUBLIC

RECORDED AT REQUEST OF
Sierra Pacific Power Co.
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81 JUL 6 AB: 44

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEFAUJ - RECORDER
FILE NO. 80937
FEE \$ 6.00

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