

EASEMENT AND RIGHT OF WAY

FOR CONSIDERATION RECEIVED, THOMAS J. MEAL and SARAH A. LAYER his wife, Grantor(s) hereby grants to WELLS RURAL ELECTRIC COMPANY, a non-stock, non-profit, cooperative corporation, incorporated and doing business under the laws of the State of Nevada, Grantee, an easement and a right of way on and over a parcel of land situate within the County of Eureka, State of Nevada, described as follows:

PARCEL 1

A strip of land 30 feet in width lying 15 feet northerly and 15 feet southerly and parallel with the following described centerline, lying in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 14, T. 27 N., R. 52 E., M.D.M.;

Beginning at the southwest corner of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 14;

thence N. 00°10'32" E. 363.3 feet along the west boundary of the said NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 14 to a point, said point being the REAL POINT OF BEGINNING;

thence N. 86°09'03" E. 448.9 feet to a point marking the point of ending, containing 0.31 acres, more or less.

For the right to erect, construct, reconstruct, replace, repair, inspect and maintain an electric distribution and/or transmission system on, over, or through said land with all necessary towers, poles, supporting structures, foundations and footings, including such wire, cables, guys, anchors, appliances and fittings and all necessary crossarms, and other appliances and braces and fixtures used in connection with such facilities.

Together with the right to use, license, permit or otherwise agree to joint use or occupancy of the line or system by any other person, entity, association or corporation for electrification or communication purposes.

Together with the right of ingress to and egress from the strip of land described herein over and across land owned by Grantor by means or roads, lanes or streets thereon, if there is or may hereafter be such, otherwise by reasonable route or routes, to be selected by Grantee, which shall occasion the least damage and inconvenience to Grantor.

Together with the right to trim and control the growth by chemical means, machinery or otherwise, of trees and shrubbery located within or on either side of said strip which may interfere with or threaten to endanger the operation of said line or system, after discussion of proposed controls with the grantors and subject to their agreement. Refer to statement on page 2.

IN WITNESS WHEREOF, the undersigned have executed this Easement and Right of Way this 19 day of SEPTEMBER, 1985.

Thomas J. Meal
THOMAS J. MEAL

Sarah A. Layer
SARAH A. LAYER

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On SEPTEMBER, 191985 personally appeared before me, a Notary Public, THOMAS J. MEAL and SARAH A. LAYER his wife, who acknowledged that they executed the above instrument.

Sarae Hopkins
NOTARY PUBLIC



ADDRESS OF GRANTEE:

WELLS RURAL ELECTRIC COMPANY
P.O. Box 365
Wells, Nevada 89835

The grantors acknowledge the legal requirement for the easement growth control clause, however the grantors do not relinquish their right to preserve the arboreal environment especially at the point of ending of the easement strip.

While it is unlikely that cutting of threatening trees will ever be required, due to the arid nature of the easement terrain, no trees shall be cut at the point of ending of the easement strip. Rather, the terminal pole shall be located and installed so as to preserve the trees. Should the situation arise that the grantee cannot install the terminal pole in the above manner, then the grantors, at their expense shall contract to have the pole installed and cleared subject to the grantee's standards.

James
14 Sept 85
[Signature]
9-22-85

RECORDED AT REQUEST OF
Vaughan, Hull, et al
BOOK *140* PAGE *143*

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
H.H. REBALEATI, RECORDER
FILE NO. *100835*
FEE \$ *6.00*