

126858

After Recordation Return To:  
SIERRA PACIFIC POWER COMPANY  
Right-of-Way Department  
P.O. Box 10100  
Reno, Nevada 89520

A.P.N.  
06-240-04  
Work Order Number  
88-03524-23

NO TAX DUE—EASEMENT  
R. P. Transfer Tax Due

GRANT OF EASEMENT  
FOR  
ELECTRIC TRANSMISSION AND DISTRIBUTION

THIS INDENTURE, made and entered into this 2<sup>nd</sup> day of MARCH, 1989,  
by and between LANDER COUNTY DEVELOPMENT CORPORATION, (hereinafter referred to as "Grantor"),  
and SIERRA PACIFIC POWER COMPANY, a Nevada corporation (hereinafter referred to as "Grantee"),

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), in  
hand paid by the Grantee, and other good and valuable consideration, receipt of which  
is hereby acknowledged, does by these presents grant to Grantee, its successors and  
assigns, permanent and exclusive easements and rights of way to construct, erect, alter,  
maintain, inspect, repair, reconstruct and operate one or more electric transmission  
and distribution facilities, together with the appropriate poles, necessary guys and  
anchors, supporting structures, insulators and cross-arms, underground foundations,  
markers, fixtures and other necessary or convenient appurtenances connected therewith,  
across, over, upon, under, and through the following described property situated in the  
County of Eureka, State of Nevada, to-wit:

All that certain real property situate in Sections 13, 14, and 24, Township 24  
North, Range 48 East, M.D.M., County of Eureka, State of Nevada, more  
particularly described as follows:

A strip of land 80.00 feet in width measured at right angles, lying 40.00 feet  
on each side of the following described centerline:

COMMENCING at the Northwest corner of said Section 14;

Thence South 51° 52' 00" East, a distance of 5031.49 feet to a point on the West  
line of the Northeast one-quarter of the Southeast one-quarter of said  
Section 14, said line being the Western most boundary of the Bauman Ranch, said  
point being the TRUE POINT OF BEGINNING;

Thence along said centerline the following seven (7) courses:

South 87° 32' 02" East, a distance of 838.41 feet;

South 60° 29' 46" East, a distance of 553.99 feet to a point of the West  
line of said Section 13;

South 60° 29' 46" East, a distance of 924.17 feet;

South 55° 13' 13" East, a distance of 1221.72 feet;

South 52° 54' 41" East, a distance of 1097.74 feet;

South 46° 33' 14" East, a distance of 92.64 feet to a point on the North  
line of said Section 24;

South 46° 33' 14" East, a distance of 961.67 feet to a point on the Southerly  
boundary of the Baumann Ranch said point being the POINT OF TERMINATION from  
which the aforementioned Northwest corner of said Section 14 bears North 55° 41'  
27" East, a distance of 10564.55 feet. The sidelines of said easement are to be  
shortened or lengthened so as to terminate on the boundaries of the aforementioned  
grantor.

Contains 10.45 acres, more or less.

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624 RV.2

IT IS FURTHER AGREED:

1. That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said utility facilities.

2. That Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth.

3. That Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, his heirs, successors and assigns, of any and all loss, damage or liability he may suffer or sustain by reason of any injury or damage to any person or property caused by the construction, maintenance, or operation of said facilities by Grantee.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which in the judgment of the Grantee is inconsistent with Grantee's use of said easement.

5. Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from said right of way, which in the judgment of Grantee may interfere with or endanger the construction, operation, and maintenance of said facilities.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, The Grantor has caused these presents duly to be executed the day and year first above written.

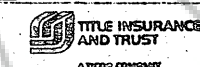
LANDER COUNTY DEVELOPMENT CORPORATION

LANDER COUNTY DEVELOPMENT CORPORATION

BY:

Telford Work, President

BY:



TO 1945 CA (10-74)  
(Corporation)

STATE OF CALIFORNIA  
COUNTY OF Los Angeles ss.  
On March 21, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared Telford Work known to me to be the President and William Work known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

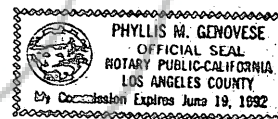
Signature

Phyllis M. Genove

STATE OF

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be \_\_\_\_\_ person who executed the within instrument as \_\_\_\_\_ of \_\_\_\_\_ on behalf of said corporation therein named and acknowledged to me that the corporation executed it.



(This area for official notarial seal)

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Notary Public

RECORDED AT THE REQUEST OF

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*Sierra Pacific Power Co.*

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OFFICIAL RECORDS

FILED

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