126860

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

A.P.N.

Work Order Number 88-6881-23

NO TAX DUE-EASEMENT

R. P. Transfer Tox Dun

## GRANT OF EASEMENT

FOR

ELECTRIC TRANSMISSION AND DISTRIBUTION, ELECTRIC POWER SUBSTATION, AND ROAD ACCESS

THIS INDENTURE, made and entered into this 6th day of March , 1989 by and between SFP MINERALS CORPORATION, a Delaware 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 lines, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, underground foundations, markers, fixtures, an Electric Power Substation facility together with the appropriate and necessary supporting structures, insulators, busses, wires, transformers, voltage regulators, switching equipment, condensers shelters, meters, fixtures and other convenient appurtenances connected therewith, including perimeter fencing; together with a right of way for road access purposes together with the right to construct, alter, maintain, inspect, repair, reconstruct and operate said road access, along with said appropriate drainage facilities, fences, gates and other necessary or convenient appurtenances connected therewith, hereafter called "facilities," across, over, under and through the following described property situated in the County of Eureka, State of Nevada, to-wit:

The following describes a parcel of land being contained entirely within a portion of the Northwest one-quarter of the Northeast one-quarter of Section 25, Township 30 North, Range 49 East, M.D.M., Eureka County, Nevada, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 25 and proceeding thence South 77°55'52" West, 1615.85 feet to a point on the Southeasterly side of said parcel, also being THE TRUE POINT OF BEGINNING:

Thence proceeding South 56°26'15" West, 58.36 feet;

Thence North 33°33'45" West, 212.00 feet;

Thence North 56°26'15" East, 120.00 feet;

Thence South 33°33'45" East, 212.00 feet;

Thence South 56°26'15" West, 61.64 feet to THE TRUE POINT OF BEGINNING, containing an area of 0.584 acres of land, more or less.

## 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 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 may interfere with or endanger the construction, operation, and maintenance of said facilities.

6. The Grantee, with reasonable written notice, shall relocate the facilities constructed pursuant to this easement, to suitable locations upon the Grantor's property, provided Grantor furnishes the necessary right of way at not cost to Grantee and Grantor bears all costs of relocation.

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.

STATE OF NEW MEXICO

On this 6th day of March
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 Vice President

of SFP MINERALS CORPORATION, a Delaware corporation
on behalf of said corporation therein named and acknowledged to me that the corporation executed it.

Notary Public

My Commission Expires:

9/19/89

OFFICIAL S
FAYE R. YO
HOTARY PO

OPPICIAL STATE
AVE AL POORG
HOTARY PURCEC STATE OF HEW MEXICO
HOTARY BOAD FILED WITH SECRETARY OF STATE
ENV COMMISSION EXPIRES 9-17-89

A second Confidence of the second confidence o The life of the solution of the life of th ได้เรียกให้ครั้งครามการ การการ์สมาชิก (1965) ings drawn terms RECORDED AT THE REQUEST OF 195 PAGE 208 Julia Pacific Power Co-89 MAR 13 1053 OFFICIAL RECORDS
EURERA CLUMINIAI AADA
M.N. RUDALENNI RECORDER
FILE NO 15EL \$ 700
126860 BOOK | 9 5 PAGE 2 | 0