

150143

After Recordation Return To:

A.P.N. 04-070-15 & 08

SIERRA PACIFIC POWER COMPANY

04-020-05

Right-of-Way Department

Work Order Number

P.O. Box 10100

93-6561-23

Reno, Nevada 89520

GRANT OF EASEMENT
FOR
ELECTRIC TRANSMISSION

NO TAX DUE EASEMENT

THIS INDENTURE, made and entered into this 28th day of December, 1993, by and between WILLIS PACKER, as Trustee of the WILLIS PACKER NEVADA TRUST, SHARON RHOADS, AND DEAN A. RHOADS, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by 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 facilities, together with the appropriate poles, towers, 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:

A portion of Sections 18 and 8, Township 35 North, Range 49 East, M.D.M., Eureka County, Nevada.

Electric power transmission line easements 90 feet in width, lying 45 feet on each side of the following described centerlines:

PARCEL NO. 1

COMMENCING at the West quarter corner of said Section 18;

Thence East, 2384.18 feet along the East-West center of Section line;

Thence leaving said East-West center of Section line, North 27° 58' 07" East, 159.84 feet to a point on the North-South center of Section line of said Section 18 and the TRUE POINT OF BEGINNING;

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The above described parcel of land contains an area of 237,470.89 square feet.
Section 18 and the Northernly terminus of this description.

PARCEL NO. 2
COMMENCING at the West quarter corner of said Section 18 as described in Parcel No. 1 above;

The above described parcel of land contains an area of 42,662.53 square feet.
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PARCEL NO. 3

COMMENCING at the Southeast Section corner of said Section 21;
The above described parcel of land contains an area of 42,662.53 square feet.

The above described parcel of land contains an area of 163,427.73 square feet.
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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 Grantor, their heirs, successors and assigns, of any and all loss, damage or liability they 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 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.

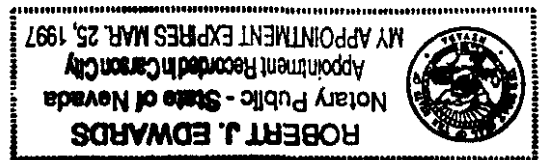
IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

Willis Packer, Trustee
WILLIS PACKER, Trustee

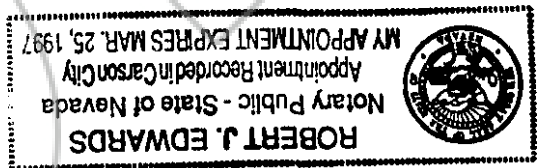
Sharon Rhoads
SHARON RHOADS

Dean A. Rhoads
DEAN A. RHOADS

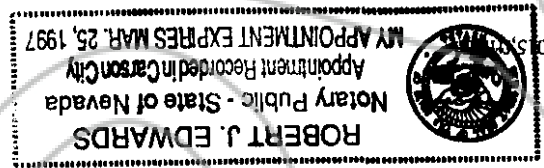
STATE OF Nevada
COUNTY OF Elko
On this 28th day of December, 1993, before me, a Notary Public, personally appeared WILLIS PACKER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as trustee, and acknowledged that said Trust executed it.



STATE OF Nevada
COUNTY OF Elko
On this 28th day of December, 1993, before me, a Notary Public, personally appeared SHARON RHOADS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.



STATE OF Nevada
COUNTY OF Elko
On this 28th day of December, 1993, before me, a Notary Public, personally appeared DEAN A. RHOADS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.



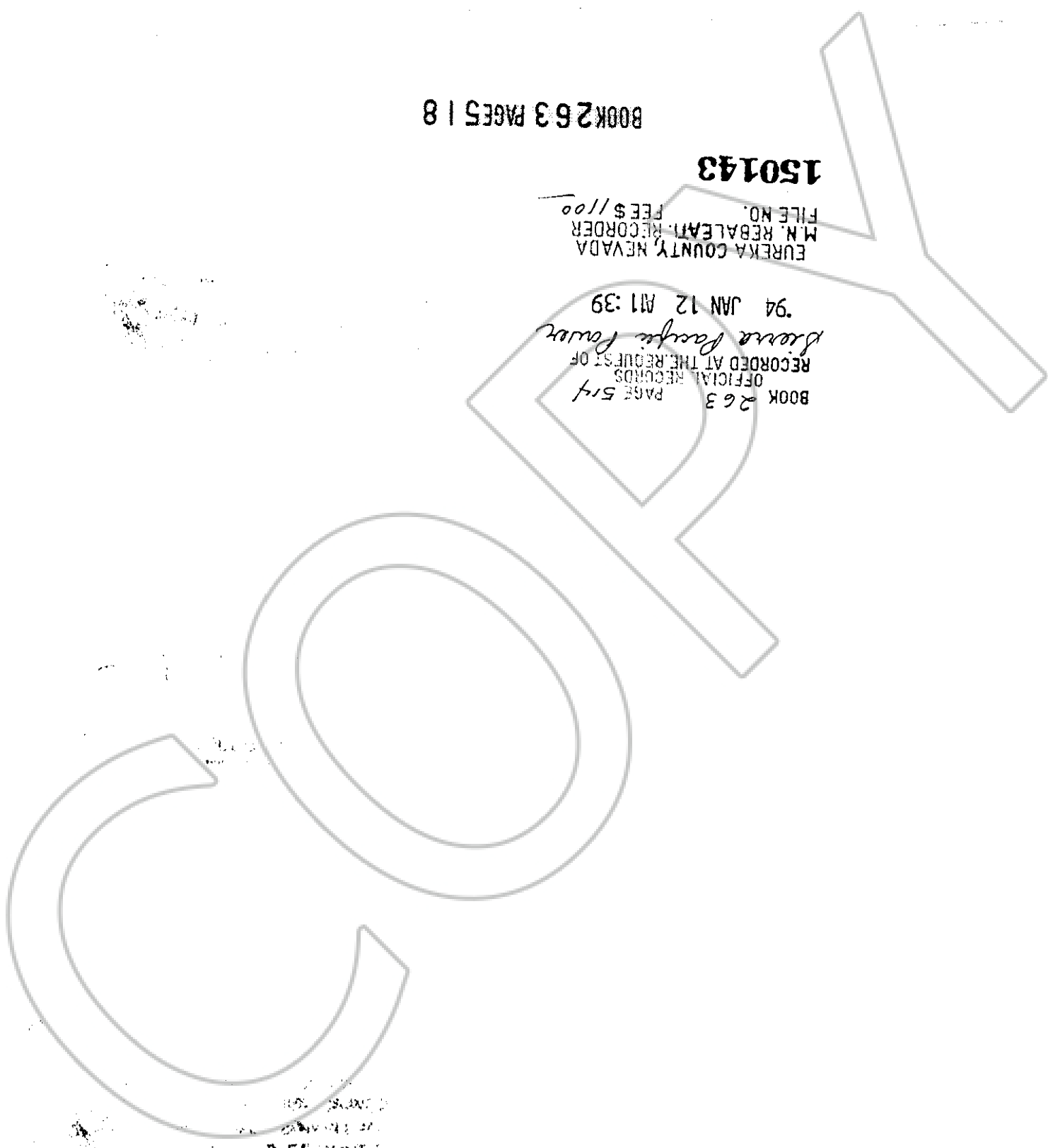
Robert J. Edwards
Notary Public

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150143

EUREKA COUNTY, NEVADA
M.N. REBALANCE RECORDER
FILE NO. FEE \$1100

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PAGE 514
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Bernie Parker Power
94 JAN 12 M1:39



RECORDED
INDEXED
JAN 12 1994