

159780

After Recordation Return To:

SIERRA PACIFIC POWER COMPANY

Right of Way

P. O. Box 10100

Reno, NV 89520

Work Order Number

95-4891-23

A.P.N.

05-010-11

~~NO TAX DUT. EASEMENT~~

GRANT OF EASEMENT

FOR ELECTRIC TRANSMISSION AND COMMUNICATION

THIS INDENTURE, made and entered into this 9th day of October, 1993, by and between THE CHRISTIAN BROADCASTING NETWORK, INC., a Virginia corporation, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, assigns and agents, permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct and operate one or more electric transmission and communication facilities, consisting of one or more circuits, together with the appropriate poles, towers, necessary guys and anchors, supporting structures, insulators and cross-arms, underground foundations, markers, fixtures, and other and necessary or convenient appurtenances connected therewith (hereinafter called "Utility Facilities"), across, over, upon, under, and through the following described property situate in the County of EUREKA, State of NEVADA, to-wit:

A portion of the Southeast 1/4 Section 5, Township 31 North, Range 48 East, MDM, Eureka County, Nevada.

PARCEL 1

An easement 90.0 feet in width and lying 45.0 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of said Section 5;

Thence North 01°15'01" West, 85.0 feet along the West line of said Section 5;

Thence North 89°58'12" East, 2682.08 feet to a point on the West line of the Grantor, the TRUE POINT OF BEGINNING;

Thence continuing North 89°58'12" East, 1502.68 feet to a point designated as Point "A" for this description.

Contains 3.105 acres, more or less.

PARCEL 2

An easement 92.0 feet in width, 47.0 feet lying Northwest of and 45.0 feet lying Southeast of the following described centerline:

BEGINNING at said Point "A";

Thence North 37°43'52" East, 1883.53 feet to a point on the East line of said Section 5.

Contains 3.978 acres, more or less.

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.

2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.

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

5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

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

THE CHRISTIAN BROADCASTING NETWORK, INC.

BY: *Steven G. Oberlander*
Print Name: Steven G. Oberlander
Title: Controller

STATE OF VIRGINIA
COUNTY OF WILLIAMSBURG

This instrument was acknowledged before me on the 9th day of October, 1995, by STEVEN G. OBERLANDER as Controller of THE CHRISTIAN BROADCASTING NETWORK, INC.

Notary Public
Douglas W. McCartney

My Commission Expires: Aug. 31, 1998

BOOK 289 PAGE 314
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Shirley Pacific Jones Co
95 OCT 130 AM 8: 57
EUREKA COUNTY NEVADA
M.N. REBALANCE
FILE NO. 159780
FEES \$ 9.01

BOOK 289 PAGE 316

