177305

After Recordation Returo: SIERRA PACIFIC POW COMPANY

Land Operations – S4B

P.O. Box 10100 Reno, NV 89520-0024 A.P.N.

005-650-32

Project Number:

18212E

GRANT OF EASEMENT FOR ELECUC TRANSMISSION AND COMMUNICATION

THIS INDENTE, made and entered into this 2/2 day of November, 2001, by and between E & G PA'NERS (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, avada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for a in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good i valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee. Successors and assigns, a permanent and exclusive easements and rights of way to construct, ere alter, maintain, inspect, repair, reconstruct and operate one or more electric transmission anon munication facilities, consisting of one or more circuits, together with the appropriate poles, ters, necessary guys and anchors, supporting structures, insulators and cross-arms, undergroun foundations, markers, fixtures and other necessary or convenient appurtenances connected rewith (hereinafter called "Utility Facilities"), across, over, upon, under, and through the followinescribed property situated in the County of Eureka, State of Nevada, towit:

AS DESCRIBEON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Also with the ra to install guy and anchor facilities at the angle and terminal pole locations, said g and anchor facilities to extend not more than 160 feet from said pole locations.

IT IS FURTHER AGRD:

- 1. Grantee, its wessors and assigns, shall have at all times ingress and egress to the above-described lands the purpose of constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing 1 operating said Utility Facilities.
- 2. Grantee, its acessors and assigns, shall be responsible for any damage to personal property or improvement suffered by Grantor, his heirs, successors and assigns, by reason of

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Falcon Project

constructing, erecting, aling, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grac.

- 3. Grantee, its siessors and assigns, will at all times save and hold harmless Grantor, his heirs, successors and asns, with respect to any and all loss, damage or liability suffered or sustained by reason of amjury or damage to any person or property, caused by the constructing, erecting, altering, mainting, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.
- 4. Grantor shall reject or construct, nor permit to be erected or constructed any building or structure, nor permit any livity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easent.
- 5. Grantee, its sessors and assigns, shall have the right to remove or clear any and all buildings, structures, constible materials, trees, brush, debris, or any other obstruction from said easement, which in the sonable judgment of Grantee may interfere with or endanger the constructing, erecting, asing, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.
- 6. Grantee, its siessors, assigns and agents, shall have the right to cut down or trim all trees within, adjacent to 2 outside said easement which may in the reasonable judgment of Grantee endanger the constructing ecting, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility silities.

THIS GRANT OF ASEMENT shall be binding upon the heirs, executors, administrators, successors in title, success and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

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

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

GRANTOR:

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STATE OF Calgon,) COUNTY OF COULD	
This instrument was ackwledged before me on November 21, of by Gland Randle	2011/
by Glens Rande	
CHINE BLODGETT Notary Public Common # 1191875 U Not walk - Colifornia \$ 1 males County My Compires Aug 22, 2002	
	7/
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Stantec Consulting Inc. 6980 Sierra Center Parkway: 100 Reno NV 89511 Tel: (775) 850-0777 Fax: (7750-0787 **stantec.**com



EXHIBIT A

July 26, 2001 Project No. 8040)0

Legal Descriptio
SIERRA PACIF POWER COMPANY
POWERLINE E EMENT

OWNER: E & CARTNERS

APN: 005-650-3

The following cribes the centerline of a one hundred and sixty (160) foot wide powerline easem, situate within a portion of Section 1, T28N, R51E, MDM, lying eighty (80) feet each side of the following described centerline:

BEGINNING a point on the northerly line of said Section 1, from which a marked stone, marking thortheast corner of said Section 1, bears North 89°25'39"East, 224.30 feet distant;

Thence departing of northerly line, South 00°28'45" East, 2480.2 feet, more or less, to the east-west centine of said Section 1 and the Point of Terminus for this description.

The sidelines of above-described easement shall be lengthened or shortened so as to terminate upon tendlines.

Environment

Buildings

Containing an arof 9.11 acres of land, more or less.

Industrial

Basis Of Bearing AD 1983 (94 Harn Adjustment), UTM Zone 11.

Transportation

Urban Land

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JAMES A. NO. 6897

Stantec Consulting Inc. 950 Industrial Way Sparks, Nevada 89431 USA Tel: (775) 358-6931 Fax: (775) 358-6954 www.stantec.com

MAP TO SUPPORT LEGAL DESCRIPTION

SIERRA PACIFIC POWER COMPANY
POR. SEC. 1, T28N, R51E, MDM
COUNTY
NE

NEVADA

PROJECT NO. 80400400 JULY 2001