

177611

After Recordation Return to:  
SIERRA PACIFIC POWER COMPANY  
Land Operations – S4B  
P.O. Box 10100  
Reno, NV 89520-0024

A.P.N.  
05-010-37  
Project Number:  
18212E

**GRANT OF EASEMENT  
FOR  
ELECTRIC TRANSMISSION AND COMMUNICATION**

THIS INDENTURE, made and entered into this 21<sup>st</sup> day of Dec, 2001, by and between ALEX and JOTHY MAGAS (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, successors and assigns, a permanent and exclusive easements and rights of way to construct, erect, 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 necessary or convenient appurtenances connected therewith (hereinafter called "Utility Facilities"), across, over, upon, under, and through the following described property situated in the County of Eureka, State of Nevada, to-wit:

AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

**IT IS FURTHER AGREED:**

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

2. Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements suffered by Grantor, his heirs, successors and assigns, by reason of

constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

3. Grantee, its successors and assigns, will at all times save and hold harmless Grantor, his heirs, successors and assigns, with respect to any and all loss, damage or liability suffered or sustained by reason of injury or damage to any person or property, caused by the constructing, erecting, 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 building or structure, nor permit any activity which in the reasonable 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 easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

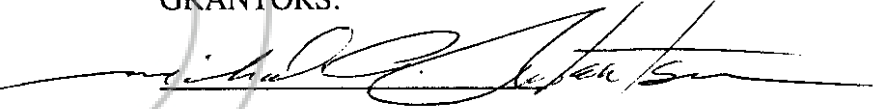
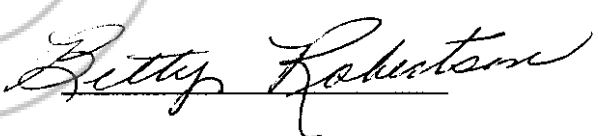
6. Grantee, its successors, assigns and agents, shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating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

THIS GRANT EASEMENT shall be binding upon the heirs, executors, administrators, successors in title, successors 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 and assigns forever.

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

GRANTORS:

STATE OF California  
COUNTY OF Volusia

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

*See attached California All  
Purpose Acknowledgment.*

CALIFORNIA AL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

Verlona

On

1002, 2001

before me,

Janet

, Notary Public,

personally appeared

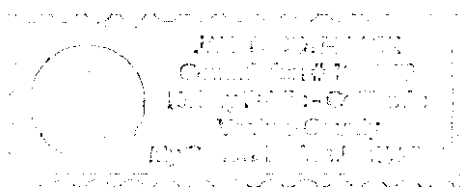
Michael and Betty Robinson

personally known to me (proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Janet Black



Attached to Grant E. Everett  
(Seal)  
for electronic transmission and recording  
BOOK 345 PAGE 440



## Stantec

March 6, 2001  
Project No. 804400

Legal Description  
SIERRA PACIFIC POWER COMPANY  
POWERLINE EASEMENT

**OWNER: MACS, ALEX & DOROTHY**  
**APN: 05-010-3'**

The following describes a powerline easement, situate within a portion of Section 15, T31N, R48E, M4E, more particularly described as follows:

**BEGINNING** at GLO Brass Cap marking the northeast corner of said Section 15;

Thence along the westerly line of said Section 15, South 00°09'58" West, 104.71 feet;

Thence depart said easterly line North 45°04'30" West, 148.72 feet, more or less, to the northerly line of said Section 15;

Thence along said northerly line South 89°50'02" East, 105.60 feet to the Point of Beginning.

Containing an area of 5,529 square feet of land, more or less.

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

Buildings

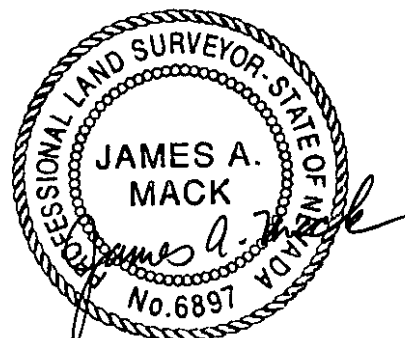
Environment

Industrial

Transportation

Urban Land

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3-6-01

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BASIS OF BEARINGS

NAD 1983 (94 HARN ADJUSTMENT)  
UTM, ZONE 11

AREA = 5,529 SQ. FT.±

SCALE: 1" = 40'

SEC. 10

SEC. 11

S89°02"E  
150'

POB

FND. GLO BRASS  
CAP - 1914

N46°30'W  
146.70'

S00°09'58"W  
104.71'

160' POWERLINE EASEMENT

80'

80'

SEC. 14

05-010-37  
MAGAS, ALEX & DOTHY

SEC. 15

BOOK 345 PAGE 457  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Sierra Pacific Power*  
(JAN - 7 PM 3:49

REKA COUNTY, NEVADA  
M. SEBALEATI, RECORDER  
F. NO. 1900

17611

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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. 15, T31N, R48E, MDM

REKA COUNTY

NEVADA

PROJECT NO.  
80400400  
MARCH 2001