

177844

After Recording Return To  
SIERRA PACIFIC POWER COMPANY  
Attn: Land Operations - S43  
P. O. Box 10100  
Reno, NV 89520

A.P.N.  
005-390-04  
Project Number  
18212E

GRANT OF EASEMENT  
FOR  
ACCESS

THIS indenture, made and entered into this 11<sup>th</sup> day of February, 2002, by and between DOMINICK PIERTTTI, known as DOMINEK J. PIERETTI, an unmarried man, and TOSKA SULLIVAN, also known as OSCA P. SULLIVAN, a widow (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada Corporation, (hereinafter referred to as "Grantee").

WITNESSETH:

GRANTOR, for and consideration 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 a permanent, non-exclusive easement and right of way for access purposes, together with the right to construct, alter, maintain, inspect, repair, reconstruct and operate said access easement, along with appropriate drainage facilities, fences, gates and other necessary or convenient appurtenances connected therewith, upon, across, over and through the following described property situated in the County of Eureka, State of Nevada, to-wit:

A portion of the NW 1/4, S1/4, Sec. 28, T30N, R52E, MDM and more particularly described on Exhibit A and Exhibit B attached hereto and made a part hereof.

IT IS FURTHER AGREED

1. Grantee shall have all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said access easement.
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 access easement.
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, exclusive of the negligent, malicious or deliberate destructive conduct of any party not a representative or agent of Grantee, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said access easement.
4. Grantor shall not erect or construct, nor permit to be erected or constructed any building, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said access easement.

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5. Grantee shall have 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 judgement of Grantor may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said access easement.
6. Subsequent to the expiration of two (2) years from the date of this grant of easement and the advent of development of Grantor's subject property, Grantor may cause the easement to be relocated so that access from State Rte 278 through Grantor's property is adjacent to the north boundary of Grantor's property. Grantor shall notify Grantee of such election in writing. The Point of Beginning and the Point of Terminus of the easement shall remain in the locations described in Exhibits A and B attached hereto and made a part hereof. In the event Grantor elects to relocate said access easement, Grantor shall be responsible for constructing and physically altering said access easement. Grantee shall bear the cost of obtaining a survey describing the new location and preparing an amended easement document to be executed and recorded by the parties.

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.

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

GRANTOR:



DOMINICK PIERETTI aka DOMINEK J. PIERETTI

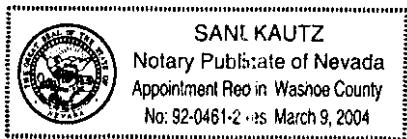


TOSCA SULLIVAN aka TOSCA P. SULLIVAN

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STATE OF NEVADA       )  
                                  )ss  
COUNTY OF Washoe

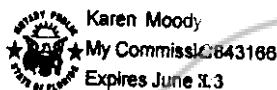
This instrument was acknowledged before me, a Notary Public, on the 11 day of February, 2002, by DOMINICK PIETTI also known as DOMINEK J. PIERETTI.



*Sani Kautz*  
NOTARY PUBLIC

STATE OF Florida       )  
                                  )ss  
COUNTY OF Sarasota

This instrument was acknowledged before me, a Notary Public, on the 21 day of February, 2002, by TOSCA SULLIVAN, also known as TOSCA P. SULLIVAN.



*Karen Moody*  
NOTARY PUBLIC



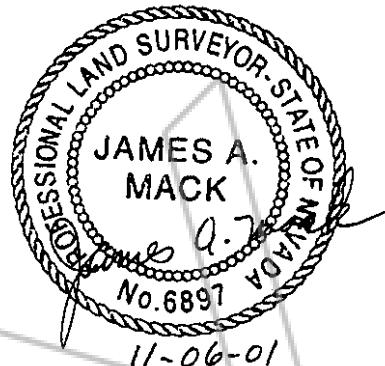
**Stantec**

**EXHIBIT "A"**

November 6, 2001  
Project No. 804000

**Legal Description**  
SIERRA PACIFIC POWER COMPANY  
ACCESS EASEMENT

**OWNER: PIERTI, D. & SULLIVAN T.**  
**APN: 005-390-0**



The following describes an access easement, thirty (30) feet in width, located within the northwest one-quarter of the southwest one-quarter of Section 28, Township 30 North, Range 52 East, MM, County of Eureka, State of Nevada, lying fifteen (15) feet on each side of the following described centerline:

**BEGINNING** at point on the east-west centerline of said Section 28, at the centerline of an existing diroad, from which the northwest corner of Section 30, T30N, R52E, marked by a GLO brass cap, bears N 77°08' W, 10,800 feet distant, more or less;

Thence along the centerline of said dirt road, S 56°53' E, 8.5 feet;

Thence S 73°49' E 7.4 feet;

**Buildings** Thence S 87°55' E 8.5 feet;

**Environment** Thence S 85°17' E 5.7 feet;

**Industrial** Thence S 75°15' E 4.8 feet;

**Transportation** Thence S 78°59' E 62.8 feet to a point on the westerly right-of-way of State Route 278 and the Point of terminus for this description, from which the southwest corner of Section 33, T30N R52E, marked by a GLO brass cap, bears S 02°59' W, 7,902 feet distant, more or less.

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

Containing an area of 0.29 acres of land, more or less.

# BASIS OF BEARINGS

NAD 1983 (94 HARN ADJUSTMENT)  
UTM, ZONE 11

AREA = 0.29 ACRES±

SCALE: 1" = 500'

FND. GLO BRASS CAP  
FOR NW COR. SEC. 30,  
T30N, R52E, MDM

CENTERLINE OF A 30' WDE  
ACCESS EASEMENT

005-390-04  
PIERETTI, D. & SULLIVAN T.

SW 1/4 SEC. 28

FND. GLO BRASS CAP  
FOR SW COR. SEC. 33,  
T30N, R52E, MDM

EXHIBIT "B"

MAP TO SUPPORT LEGAL DESCRIPTION  
**SIERRA PACIFIC POWER COMPANY**  
POR. SW1/4 SECTION 28, T30N, R52E, MDM

PROJECT NO.  
86400400

REKA COUNTY

NEVADA

OCTOBER 2001

Stantec Consulting Inc.  
888 Sierra Center Parkway Suite 100  
Reno, Nevada 89511 USA  
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Fax: (775) 850-0787  
www.stantec.com

Stantec

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Sierra Pacific Power*  
02 MAR 12 PM 1:19

EUREKA COUNTY NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES 19<sup>00</sup>

**177844**

COPY

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