

178086

After Recordation Return:  
SIERRA PACIFIC POWER COMPANY  
Land Operations – S4B2  
P.O. Box 10100  
Reno, NV 89520-0024

A.P.N.  
005-020-48  
Project Number:  
18212E

GRANT OF EASEMENT  
FOR  
ELECTRIC TRANSMISSION AND COMMUNICATION

THIS INDENTURE, made and entered into this 26<sup>th</sup> day of March, 2002, by and between Jeff. A. Lyon (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 improvement suffered by Grantor, his heirs, successors and assigns, by reason of constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantor.

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 any 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 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.

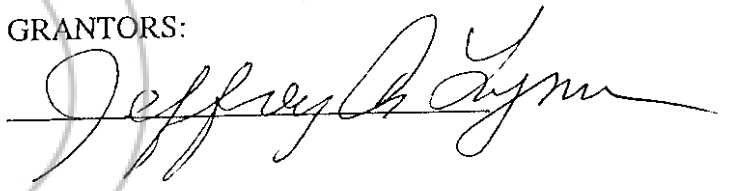
6. Grantee, its successors, assigns and agents, shall have the right to cut down or trim all trees within, adjacent to or outside said easement which may in the reasonable judgment of Grantee endanger the constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating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

THIS GRANT OF 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.

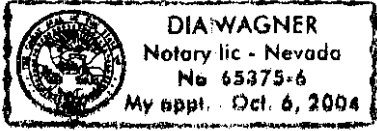
GRANTORS:

  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEVADA )  
COUNTY OF Elko )

This instrument was acknowledged before me on March 26, 2002  
by Jeffrey A.ynn

Diana Wagner  
Notary Public



COPY

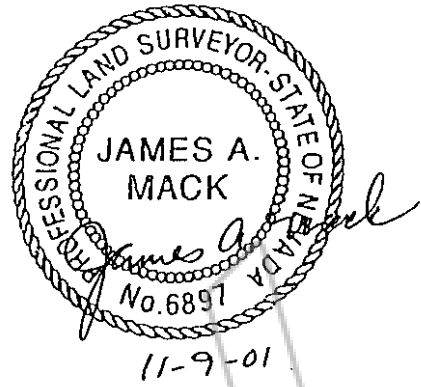


**Stantec**

**EXHIBIT "A"**

November 9, 2001  
Project No. 804010

Legal Description  
SIERRA PACIFIC POWER COMPANY  
POWERLINE EASEMENT



**OWNER: JEFFREY & DIRK ADAMS**  
**APN: 05-020-48**

The following describes a powerline easement, situate within a portion of Section 23, T31N, R48E, MD more particularly described as follows:

**BEGINNING** at a 1.0 Brass Cap marking the northeast corner of said Section 23;

Thence along the easterly line of said Section 23, South 00°07'19" East, 125.82 feet;

Thence departing the easterly line North 45°04'30" West, 177.29 feet, more or less, to the northerly line of said Section 23;

Thence along the northerly line North 89°43'06" East, 125.26 feet to the Point of Beginning.

**Buildings** Containing an area 7,880 square feet of land, more or less.

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

**Industrial**

**Transportation**

**Urban Land**

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N. 1983 (94 HARN ADJUSTMENT)  
UTM, ZONE 11

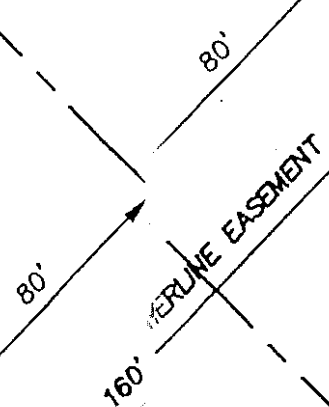
AREA = 7,880 SQ. FT.±



SCALE: 1" = 50'

SEC. 1

SEC. 13



N89°43'06"E  
125.26'

FND. GLO BRASS  
CAP - 1914

SEC. 24

N45°04'30"W  
177.28'±

S00°07'19"E  
125.82'

05-020-8  
JEFF LYNN & DK ADAMS

SEC. 2

BOOK 347 PAGE 109  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Sierra Pacific Power Co.*  
02 MAY -3 PM 1:36

CLARENCE COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
178086 FEES 18.00

EXHIBIT "B"

MAP TO SUPPORT LEGAL DESCRIPTION

SIERRA PACIFIC POWER COMPANY

POR. SEC. 23, T31N, R48E, MDM

PROJECT NO.

80400400

MARCH 2001

ELIJA COUNTY

NEVADA



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