

178088

After Recordation Return T
SIERRA PACIFIC POWER COMPANY
Land Operations – S4B20
P.O. Box 10100
Reno, NV 89520-0024

A.P.N.
05-690-05
Project Number:
18212E

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

THIS INDENTURE made and entered into this 25 day of February, 2002, by and between BARBARA J. CKETTS, Power of Attorney for HELEN STRICKLER (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and 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 and assigns, a permanent and exclusive easements and rights of way to construct, erect, maintain, inspect, repair, reconstruct and operate one 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 conduits, 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 IN 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 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 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 inside 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.

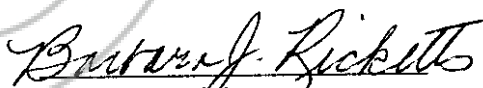
This Grant of Easement is subject to the conditions as shown on Exhibit "B" hereto attached and by this reference made a part hereof.

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:



Barbara J. Ricketts,
Power of Attorney

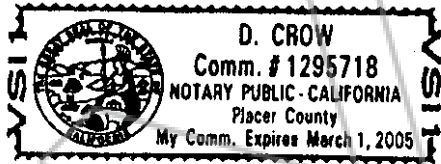
State of California
County of Placer

On February 25, 2002 before me, the undersigned, a Notary Public in and
for said State, personally appeared Barbara J. Ricketts

personally known to me (or 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 s/he/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature *D. Crow*
Name DCrow
(typed or printed)



(Seal)

EXHIBIT "B"

CONDITIONS

1. If temporary gates are filled in existing fence lines, upon completion of reclamation, the fence(s) will be repaired to as good as condition as first found.
2. All roads constructed on reclaimed and reseeded with an approved seed mix.
3. Any damage to property to construction and/or maintenance will be repaired at the Grantee's expense.



Stantec

March 6, 2001
Project No. 804004

Legal Description
SIERRA PACIFIC POWER COMPANY
POWERLINE EASEMENT

OWNER: STRICKLER, HELEN
APN: 05-690-05

The following describes the centerline of a one hundred and sixty (160) foot wide powerline easement situated within a portion of Section 5, T30N, R50E, MDM, lying eighty (80) feet on the side of the following described centerline:

Commencing at a point on the westerly line of said Section 5, from which a mound of stone marking the corner of Sections 5 and 6, T30N, R50E, MDM, bears North 00°21'29" East, 267 feet distant;

Thence departing said section line, North 89°19'15" East, 4,623.2 feet, more or less, to the westerly line of the NE1/4 of Lot 1 of said Section 5 and the **TRUE POINT OF BEGINNING**;

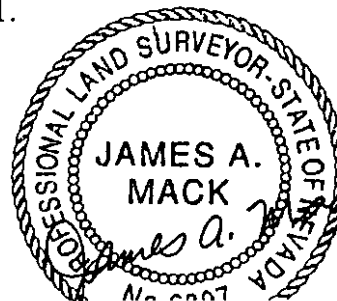
Thence continuing north 89°19'15" East, 660.5 feet, more or less, to the easterly line of said Lot 1 and the Point of Terminus for this description, from which a GLO Brass Cap - 1914, marking the corner of Sections 4 and 5, T30N, R50 E, bears North 00°21'29" East, 220 feet distant.

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

Containing an area 2.43 acres of land, more or less.

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

BOOK 347 PAGE 123



BASIS OF BEARINGS

NAD 1983 (94 HARN ADJUSTMENT)
UTM, ZONE 11

AREA = 2.43 ACRES±

SCALE: 1" = 600'

FND. GLO BRASS CAP - 1914
WITH "T" POST ALONGSIDE

FND. MOUND OF STONE

T31N, R50E, MDM
T30N, R50E, MDM

N00°21'29"E
269.67'

227.10'

POB

4,623.2'±

N89°19'15"E

N89°19'15"E
660.5±
05-690-05
STRICKLER

CENTERLINE OF A 160' WIDE
POWERLINE EASEMENT

LOT 3

LOT 2

LOT 1

SEC. 5

BOOK 347 PAGE 119
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
02 MAY -3 PM 1:45

178088
EUREKA COUNTY NEVADA
M.H. REBALEATI, RECORDER
FEES 19⁰⁰

BOOK 347 PAGE 124

MAP TO SUPPORT LEGAL DESCRIPTION
SIERRA PACIFIC POWER COMPANY
POR. SEC. 5, T30N, R50E, MDM

EUREKA COUNTY

NEVADA

MARCH 2001

Stanlec Consulting Inc.
950 Industrial Way
Sears, Nevada 89431 USA
Tel: (775) 318-6911
Fax: (775) 318-6954
www.stanlec.com

