

178104

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
P.O. Box 10100
Reno, NV 89520-0024

A.P.N.
007-040-03
Project Number:
18212E

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

THIS INDENTURE, made and entered into this 2nd day of MAY, 2002, by and between ETCHEVERRY FAMILY LIMITED PARTNERSHIP (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, its successors and assigns, a permanent and exclusive easement and right of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate one electric transmission and communication facility, consisting of one circuit, together with the appropriate poles, towers, necessary guy 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 EXHIBITS "A", "B" and "C" 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 indemnify, defend 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 "C" hereto attached and by this reference made a part thereof.

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:

Michael St. Henry

STATE OF California
COUNTY OF Kern

This instrument was acknowledged before me on May 2, 2002
by Michel Etcheverr

Gary McKibbin
Notary Public



COPY

Stantec Consulting Inc.
6980 Sierra Center Parkway Suite
Reno NV 89511
Tel: (775) 850-0777 Fax: (775) 850-0787
stantec.com

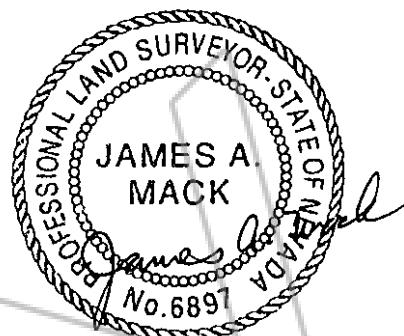


Stantec

EXHIBIT "A"

November 9, 2001
Project No. 804004

Legal Description
SIERRA PACIFIC POWER COMPANY
POWERLINE EASEMENT



OWNER: ETCHEVERRY FAMILY Ltd. PARTNERSHIP
APN: 007-040-03

The following describes the centerline of a one hundred and sixty (160) foot wide powerline easement to be located within a portion of Section 14, T23N, R51E, MDM, lying eighty (80) feet on each side of the following described centerline:

BEGINNING at a point on the east-west centerline of the southeast one-quarter of said Section 14, from which a BLM brass cap, marking the southwest corner of said Section 14, bears South 64° 23' West, 3,190.80 feet distant;

Thence departing said east-west centerline, North 26° 32' 49" East, 1,489.39 feet to the east-west centerline said Section 14 and the Point of Terminus for this description, from which a BLM brass cap, marking the east one-quarter corner of said Section 14, bears North 89° 10' East, 1,610.29 feet distant.

Buildings
Environment
Industrial
Transportation
Urban Land

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

Containing an area 5.47 acres of land, more or less.

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

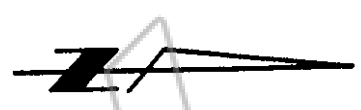
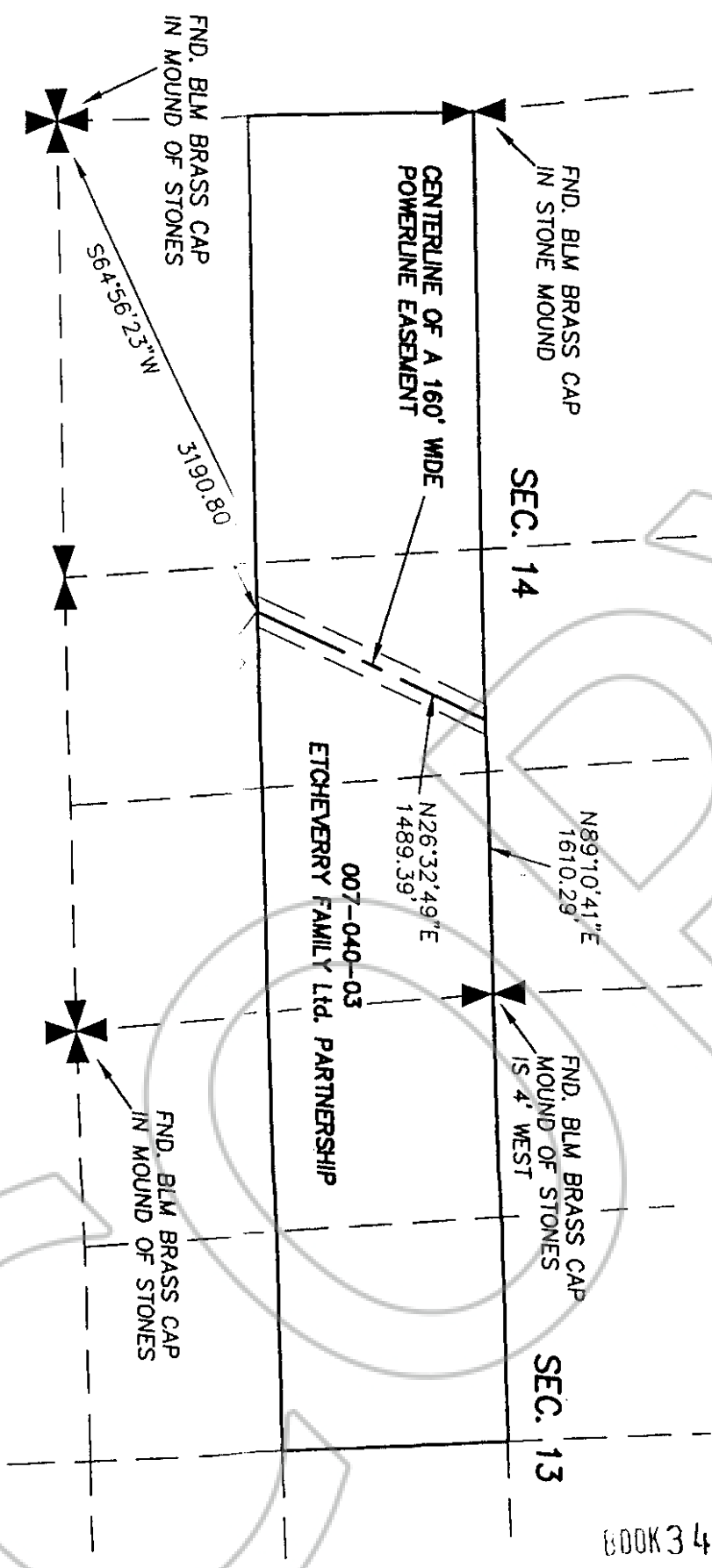
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Starbuck
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MAP TO SUPPORT LEGAL DESCRIPTION
SIERRA PACIFIC POWER COMPANY
POR. SEC. 14, T23N, R51E, MDM
NEVADA
80400400
SEPTEMBER 2001

EXHIBIT "B"



SCALE: 1" = 1000'

BASIS OF BEARINGS
NAD 1983 (94 HARN ADJUSTMENT)
UTM, ZONE 11
AREA = 5.47 ACRES±

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EXHIBIT "C"

CONDITIONS

1. If temporary gates are insted in existing fence lines, upon completion of reclamation, the fence(s) will be repaired to as good or ter condition than first found.
2. Upon completion of transsion line all roads constructed on property will be removed, reclaimed and reseeded with approved s mix.
3. Contact owner prior to coencing construction and notify upon completion of reclamation and reseedng.
4. This easement is only for construction and maintenance of the Falcon Project.

COPY

BOOK 347 PAGE 152
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power
02 MAY 14 PM 1:18

SIERRA COUNTY, NEVADA
W.M. REGALEATI, RECORDER
FILE NO. FEES 19⁰⁰

178104

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