

178210

After Recording Return T
SIERRA PACIFIC POWI COMPANY
Attn: Land Operations – 820
P.O. Box 10100
Reno, Nevada 89520

A.P.N.
007-050-21
Work Order Number
18212E

**GRANT OF EASEMENT
FOR
ACCESS**

THIS INDENTURE, made and entered into this 5th day of June, 2002 by and between BURTON and BARBARA BERGERON (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWI COMPANY, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in 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 easement and right of way for access purposes together with the right to maintain, inspect, repair, reconstruct and operate said access easement, along with the appropriate drainage facilities, fences, gates, locks, and other necessary or convenient burdens connected therewith, upon, across, over and through the following described property situate in the County of Eureka, State of NEVADA, to-wit:

See Attached Exhibit "A" and "B"

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described access easement for the purpose of 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 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 or operating of said access easement.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said access easement.

5. Grantee shall have the right to remove or clear any and all fences, 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 maintaining, inspecting, repairing, reconstructing or operating of said access easement.

THIS GRANT 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 writt

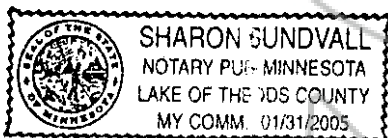
GRANTORS:

Deceased 1-30-02
Burton Bergeron

Barbara Bergeron
Barbara Bergeron

STATE OF Minnesota
COUNTY OF Lake of the Woods

This instrument was acknowledged before me, a Notary Public, on the 5th day of June, 2002, by Barbara Bergeron



Sharon G Sundvall

Notary Public

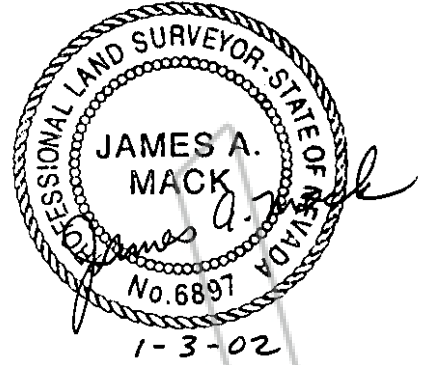


Stantec

EXHIBIT "A"

January 3, 2002
Project No. 804000

Legal Description:
SIERRA PACIFIC POWER COMPANY
ACCESS EASEMENT



OWNER: BERGRON, BURTON & BARBARA
APN: 007-050-21

The following describes an access easement, thirty (30) feet in width, located within a portion of Section 6, Township 23 North, Range 52 East, MDM, County of Eureka, State of Nevada, lying ten (15) feet on each side of the following described centerline:

BEGINNING at point on the north-south centerline Government Lot 15 of said Section 6, at the centerline of an existing dirt road, from which the south one-quarter corner of said Section 6, marked by a BLM brass cap, bears S 53°14' E, 1,641 feet distant, more or less;

Thence along the centerline of said dirt road, N 79°51' W, 131.4 feet;

Thence N 87°54' 275.2 feet;

Buildings Thence N 76°31' 218.2 feet;

Environment Thence N 57°55' 123.4 feet;

Industrial Thence S 79°23' 220.4 feet;

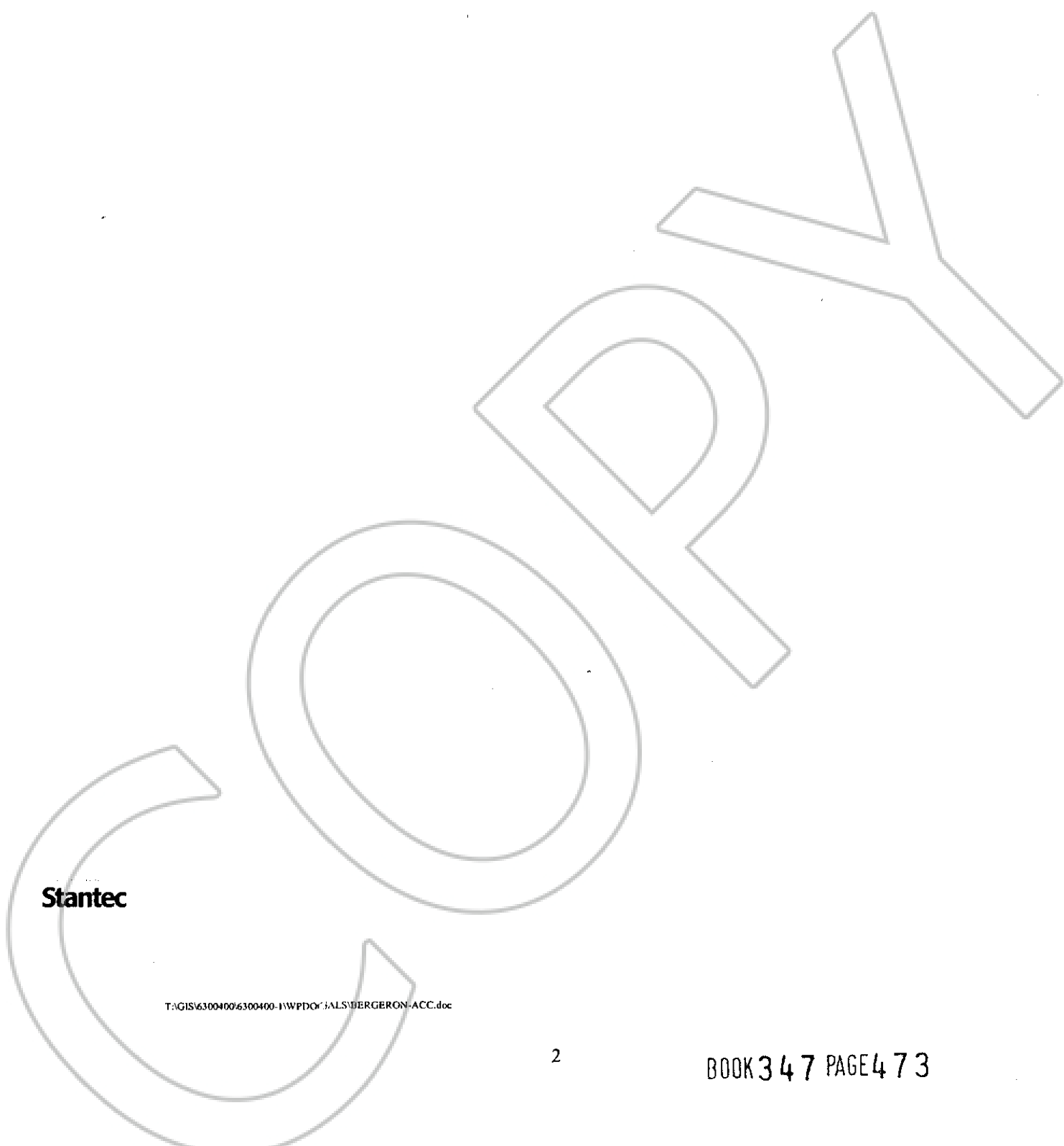
Transportation Thence S 69°44' 321.7 feet;

Urban Land Thence S 77°41' 83.3 feet to a point on the westerly line of said Government Lot 15 of said Section and the Point of Terminus for this description, from which the southwest corner said Section 6, marked by a BLM brass cap, bears S 70°32' W, 3,097 feet distant, more or less.

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

Containing an area of 0.95 acres of land, more or less.

BASIS OF BEANGS: NAD 1983 (94Ham Adjustment), UTM Zone 11.



Stantec

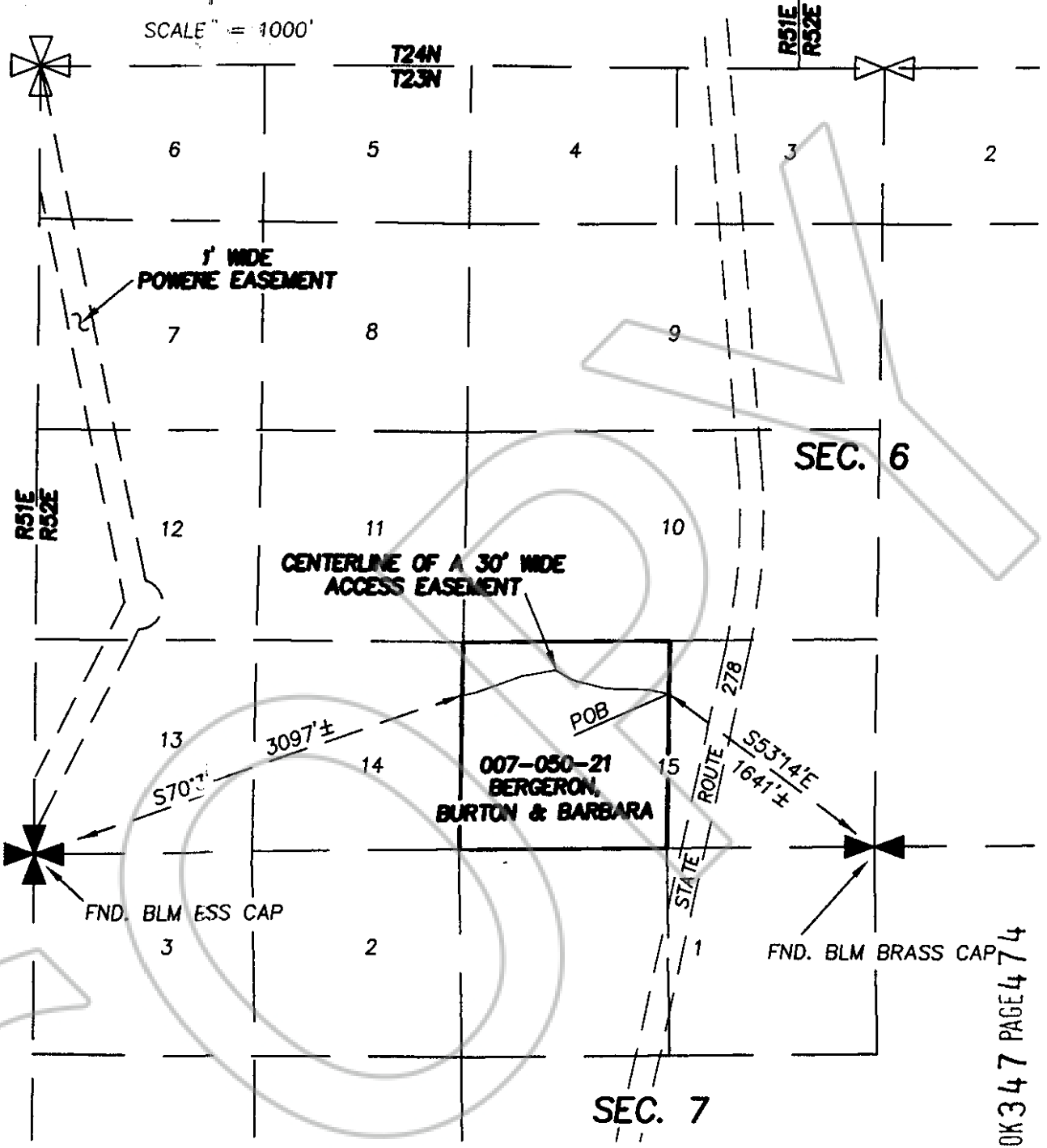
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BASIS OF BEARINGS

NAD 1983 (94 HARN ADJUSTMENT)
UTM, ZONE 11

AREA = 0.95 ACRES±

SCALE" = 1000'



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EXHIBIT "B"

MAP TO SUPPORT LEGAL DESCRIPTION
SIERRA PACIFIC POWER COMPANY
POR. SEC. 6, T23N, R52E, MDM

PROJECT NO.
80400400
JANUARY 2002



Stanlec Consulting Inc.
950 Industrial Way
Sparks, Nevada 89431 USA
Tel: (775) 338-6931
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www.stanlec.com

Stanlec

JREKA COUNTY

NEVADA

BOOK 347 PAGE 470
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power
02 JUN 21 PM 1:53

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 19⁰⁰-

178210

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