

178979

After Recordation Ren To:
SIERRA PACIFIC POWER COMPANY
Land Operations – S40
P.O. Box 10100
Reno, NV 89520-002

A.P.N.
009-090-11
Project Number:
18212E

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

THIS INDENTURE, made and entered into this 27th day of September, 2002, by and between AUGUSTE P. RAPONE, Trustee of the Rapone Family Trust (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's successors and assigns, a permanent and exclusive easements and rights of way to construct, 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 connect therewith (hereinafter called "Utility Facilities"), across, over, upon, under, and through the following described property situated in the County of White Pine, 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 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 and 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 is subject to the conditions as shown on Exhibit "B" hereto attached and by this reference is 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.

GRANTOR:

Augustine P. Rapone

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on SEPTEMBER 27, 2002
by AUGUSTINE P. RAPONE.



C. Kitty Rodman
Notary Public
C. KITTY RODMAN



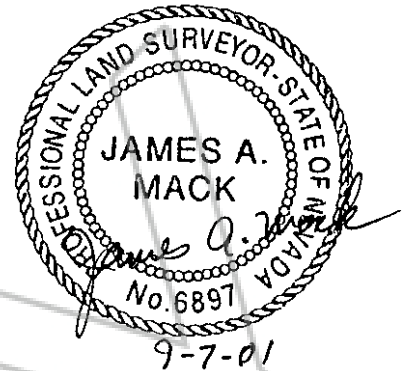
Stantec

EXHIBIT A

September 7, 21
Project No. 804400

Legal Descript
SIERRA PACCO POWER COMPANY
POWERLINE EASEMENT

OWNER: RAENE FAMILY TRUST
APN: 009-090



The following describes the centerline of a one hundred and sixty (160) foot wide powerline easement, situated within a portion of Sections 26 and 35, T19N, R54E, 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 26, from which the northwest corner of said Section 26 bears North 68°10'49" West, 3,487.11 feet distant;

Thence depart said east-west centerline, South 52°33'42" East, 2,355.49 feet to a point hereinafter referred to as Point "A";

Thence South 81°29' East, 188.60 feet to the easterly line of said Section 35 and the Point of Termination for this description, from which a scribed stone, marking the northeast corner of said Section 35, bears North 00°28'05" West, 129.37 feet distant.

TOGETHER WITH the area 160.00 feet from the aforementioned Point "A", lying southwesterly and adjacent to the above described 160.00 foot wide parcel.

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

Containing an area of 9.85 acres of land, more or less.

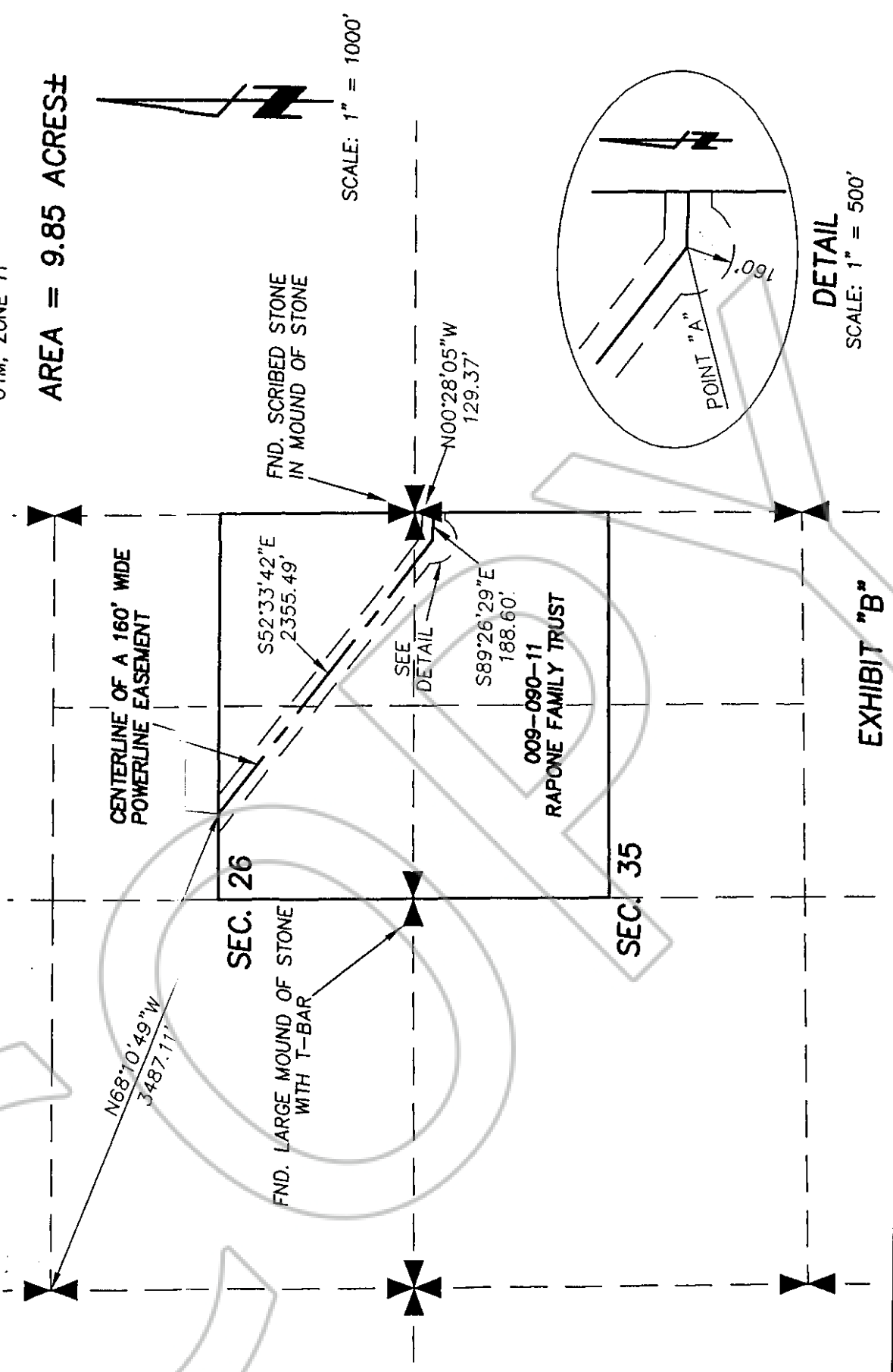
Basis Of Bearing: NAD 1983 (94 Harn Adjustment), UTM Zone 11.

BASIS OF BEARINGS

NAD 1983 (94 HARN ADJUSTMENT)
UTM, ZONE 11

AREA = 9.85 ACRES±

SCALE: 1" = 1000'



DETAIL
SCALE: 1" = 500'

EXHIBIT "B"

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Stantec Consulting Inc.
950 Industrial Way
Sparks, Nevada 89431 USA
Tel: (775) 358-8931
Fax: (775) 358-8954
www.stantec.com

MAP TO SUPPORT LEGAL DESCRIPTION
SIERRA PACIFIC POWER COMPANY
POR. SEC. 26 & 35, T19N, R54E, MDM

WHITE PINE COUNTY

NEVADA

80400400

SEPTEMBER 2001

EXHIBIT "C"

CONDITIONS

1. If temporary gates installed in existing fence lines, upon completion of reclamation, the fence(s) will be repaired to as good or better condition than first found.
2. Need to contact Wen Scoopetone prior to construction of any roads.
3. All roads constructed will be reclaimed and reseeded with an approved seed mix.
4. Trees removed from the transmission and access road rights-of-way will be stockpiled in a location designated by the owner for use as firewood.
5. All construction equipment and personnel will not work in and/or around existing springs.
6. Grantee will place signs on existing gates (west and east access points) indicating that the property lying behind the sign is private property and that the road is for the purpose of access to the existing utility lines crossing the private property.

BOOK 352 PAGE 247
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power
02 OCT 28 PM 3:06

SILVERA COUNTY, NEVADA
N.M. REGALEATI, RECORDER
FILE NO. 178979 FEES 19⁰⁰

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