

178980

After Recordation Ren To:	A.P.N.
SIERRA PACIFIC POWER COMPANY	009-090-11
Land Operations – S40	
P.O. Box 10100	Project Number:
Reno, NV 89520-002	18212E

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**GRANT OF EASEMENT  
FOR  
ACCESS**

THIS INDENTURE, made and entered into this 27<sup>th</sup> day of September, 2002, by and between AUGUSTINE P. RAPONE, Trustee of the Rapone Family Trust, (hereinafter referred to as "Grantor), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter referred to "Grantee"),

**WITNESSETH:**

GRANTOR, for and in consideration of Ten Dollars (\$10.00) in hand paid by Grantee and other good and lawful consideration, receipt of which is hereby acknowledged, does hereby grant to Grant its successors, assigns and agents, a permanent easement and right of way for access purposes together with the right to construct, alter, maintain, inspect, repair, reconstruct and operate said access easement, along with the appropriate drainage facilities, fences, gates, locks, and other necessary or convenient appurtenances connected therewith, upon, across, over and through the following described property situate in the County of White Pine, State of NEVADA, to wit:

See Attached Exhibit "A" and "B"

**IT IS FURTHER AGED:**

1. Grantee shall have at all times ingress and egress to the above-described access easement for the purpose of constructing, altering, 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 reason of constructing, altering, 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 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 and 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 buildings, fences, 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, altering, maintaining, inspecting, repairing, reconstructing and operating of said access easement.

This Grant of easement is subject to the conditions as shown on Exhibit "C" hereto attached and by this recense made a part thereof.

THIS GRANT OF 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.

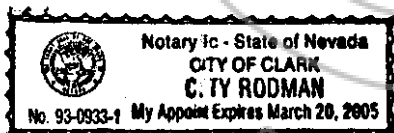
IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTORS:

Augustine P. Rapone  
Augustine P. Rapone

STATE OF NEVADA     )  
COUNTY OF CLARK    )

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



Kitty Rodman  
Notary Public  
K. KITTY RODMAN

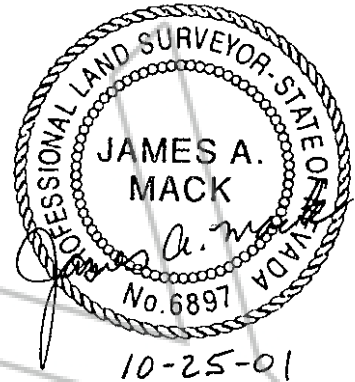


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EXHIBIT "A"

October 25, 2001  
Project No. 804400

Legal Description:  
SIERRA PACIFIC POWER COMPANY  
ACCESS EASEMENT



**OWNER: RAINE FAMILY TRUST**  
**APN: 009-090-**

The following describes an access easement, thirty (30) feet in width, located within a portion of Section 26 and 35, Township 19 North, Range 54 East, MDM, County of White Pine, State of Nevada, lying fifteen (15) feet on each side of the following described centerline:

**BEGINNING** a point on the north-south centerline of said Section 26 at the centerline of an existing dirt road, from which the south one-quarter corner of said Section 26, marked by a T-Bar in a mass of stone, bears S 00°20' E, 573 feet distant, more or less;

Thence along the centerline of said dirt road, S 69°03' E, 42.5 feet;

Buildings

Thence S 62°35' 84.1 feet;

Environment

Thence S 70°23' 60.0 feet;

Industrial

Thence S 67°45' 42.0 feet;

Transportation

Thence S 60°38' 65.1 feet;

Urban Land

Thence S 60°55' 50.2 feet;

Thence S 50°57' 68.1 feet;

Thence S 49°42' 75.6 feet;

Thence S 54°03', 66.3 feet;

Thence S 56°13', 55.4 feet;

Thence S 54°33', 49.7 feet;

Thence S 59°23', 46.3 feet;

Thence S 70°01', 36.7 feet;

Thence S 70°53', 29.1 feet;

Thence S 63°43', 37.5 feet;

Thence S 69°33', 25.0 feet;

Thence S 57°43', 40.7 feet;

Thence S 50°07', 44.2 feet;

Thence S 52°36', 46.0 feet;

Thence S 59°53', 42.7 feet;

Thence S 67°43', 42.0 feet;

Thence S 78°16', 59.3 feet;

Thence S 74°17', 49.6 feet;

Thence S 74°43', 87.5 feet;

Thence S 77°37', 65.1 feet;

Thence S 72°36', 80.4 feet;

Thence S 69°47', 86.8 feet;

Thence S 69°04', 71.1 feet;

Thence S 73°10', 53.7 feet;

Thence N 72°40', 5.1 feet;

Thence S 63°33', 35.3 feet;

Thence S 40°32', 74.7 feet;

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Thence S 18°23, 86.9 feet;

Thence S 10°1W, 100.3 feet;

Thence S 08°5W, 78.2 feet;

Thence S 08°33, 84.7 feet;

Thence S 18°07, 88.7 feet;

Thence S 25°23, 88.1 feet;

Thence S 42°23, 90.0 feet;

Thence S 50°42, 75.9 feet;

Thence S 63°09, 65.9 feet;

Thence S 67°54, 59.0 feet;

Thence S 56°38, 73.5 feet;

Thence S 49°20, 63.8 feet;

Thence S 41°30, 71.4 feet;

Thence S 62°15, 62.8 feet;

Thence S 70°13, 68.4 feet;

Thence S 59°29, 73.1 feet;

Thence S 52°27, 70.4 feet;

Thence S 42°44, 65.7 feet;

Thence S 43°01, 81.6 feet;

Thence S 51°47, 59.4 feet;

Thence S 66°41, 1.3 feet;

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Thence S 76°56, 117.2 feet to a point on the east-west centerline of the northeast one-quarter of said Section 35 and the Point of Terminus for this description, from which the northeast corner said Section 35, marked by a scribed stone in a mound of stone, bears N 06°52' E, 1,326 ± distant, more or less.

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

Containing an area of 2.30 acres of land, more or less.

**BASIS OF BEARINGS:** NAD 1983 (94 Harn Adjustment), UTM Zone 11.

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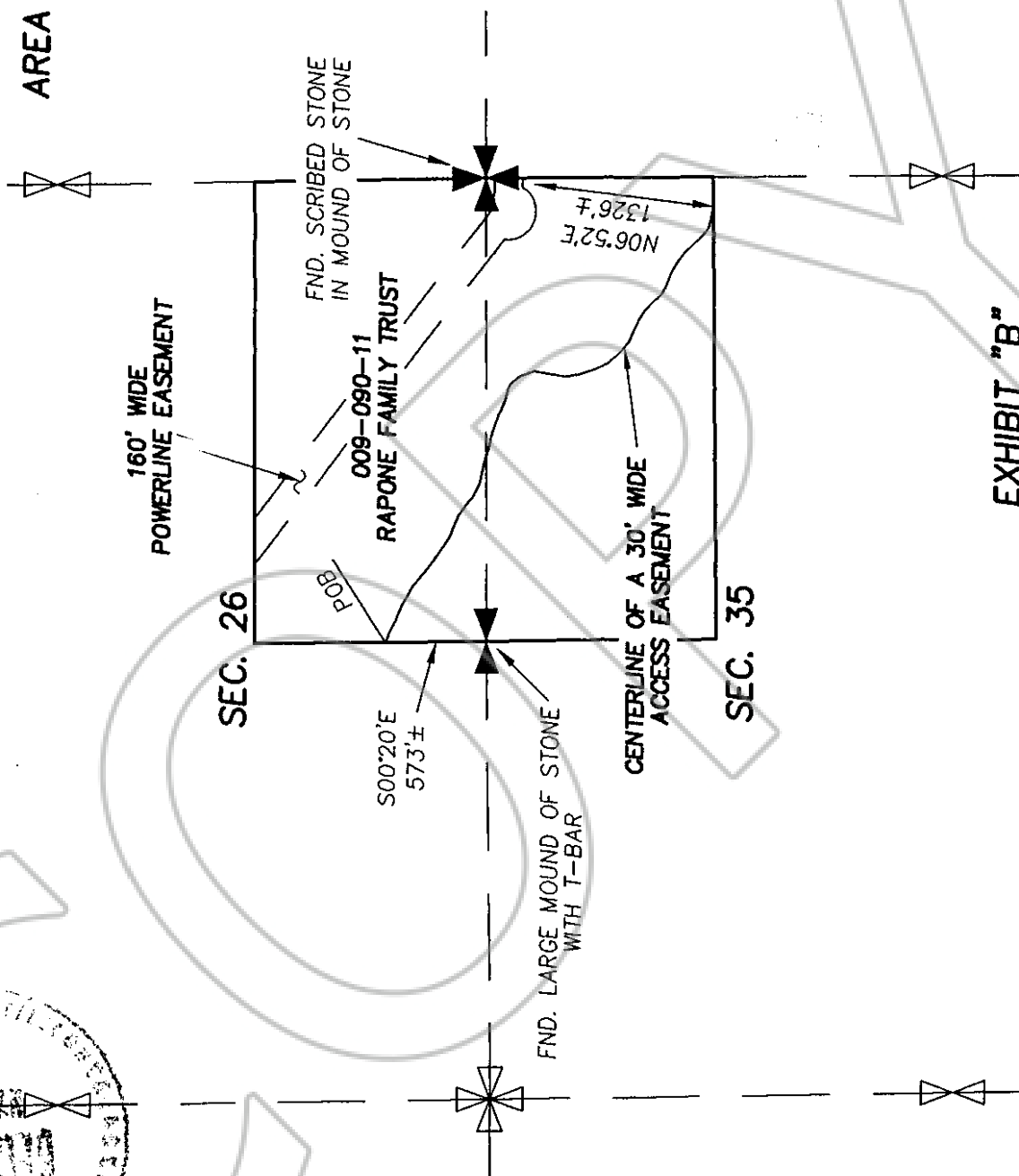
# **BASIS OF BEARINGS**

NAD 1983 (94 HARN ADJUSTMENT)  
UTM, ZONE 11

**AREA = 2.30 ACRES±**



SCALE: 1" = 1000'



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Siartec Consulting Inc.  
950 Industrial Way  
Sierra, Nevada 89421 USA  
Tel: (775) 332-9811  
Fax: (775) 332-9854  
www.siartec.com



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

WHITE PINE COUNTY

NEVADA

804-00400

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 253  
OFFICIAL RECORDS  
RECORDED AT THE CLERK'S OFFICE  
*Sierra Pacific Power*  
02 OCT 28 PM 3:08

COUNTY CLERK / NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. 178980  
FEES 21.00

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