

180285

After Recordation Return:  
SIERRA PACIFIC POWER COMPANY  
Land Operations – S4B  
P.O. Box 10100  
Reno, NV 89520-0024

A.P.N.  
04-310-12

Project Number:  
18212E

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

THIS INDENTURE, made and entered into this 23 day of July, 2002, by and between ZEDA CORPORATION, (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, successors and assigns, a permanent and exclusive easements and rights of way to construct, erect, 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 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 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 improvement 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 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.**

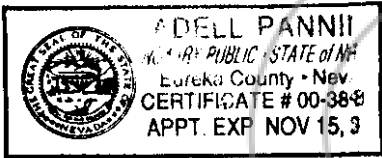
**TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns forever.**

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

STATE OF NEVADA  
COUNTY OF Eureka

This instrument was acknowledged before me on July 23, 2002  
by Michel Griswold & Zeda Corp.

Adell Pannii  
Notary Public



Stantec Consulting Inc.  
6980 Sierra Center Parkway Suite 1  
Reno NV 89511  
Tel: (775) 850-0777 Fax: (775) 850-  
stantec.com

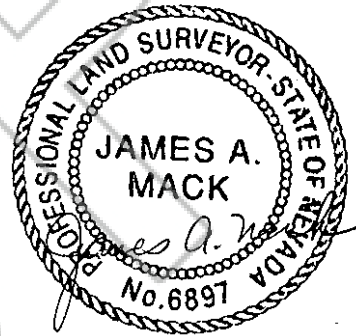


**Stantec**

March 6, 2001  
Project No. 80400401

Legal Description  
SIERRA PACIFIC POWER COMPANY  
POWERLINE EASEMENT

**OWNER: ZEDA CORPORATION**  
**APN: 04-310-12**



The following describes the centerline of a one hundred and sixty (160) foot wide powerline easement, located within a portion of Section 27, T32N, R48E, MDM, lying eighty (80) feet on each side of the following described centerline:

**BEGINNING** at a point on the north-south Section line common to Sections 26 and 27, T32N, R48E, MDM, from which a 2 1/2" GLO brass cap, with a mound of stone to the west, marking the northeast corner said Section 27, bears North 00°14'14" West, 865.75 feet distant;

Thence departing said section line, South 36°47'14" West, 5537.59 feet to the south line of said Section 27 at the Point of Terminus for this description, from which a 2 1/2" GLO brass cap, with mound of stone to the west, marking the southwest corner of said Section 27, bears South 89°40'40" West, 1952.65 feet distant.

Buildings

EXCEPTING THEREFROM any area of the above described easement lying within the NE 1/4, the SW 1/4, and the NW 1/4 SE 1/4 of said Section 27.

Environment

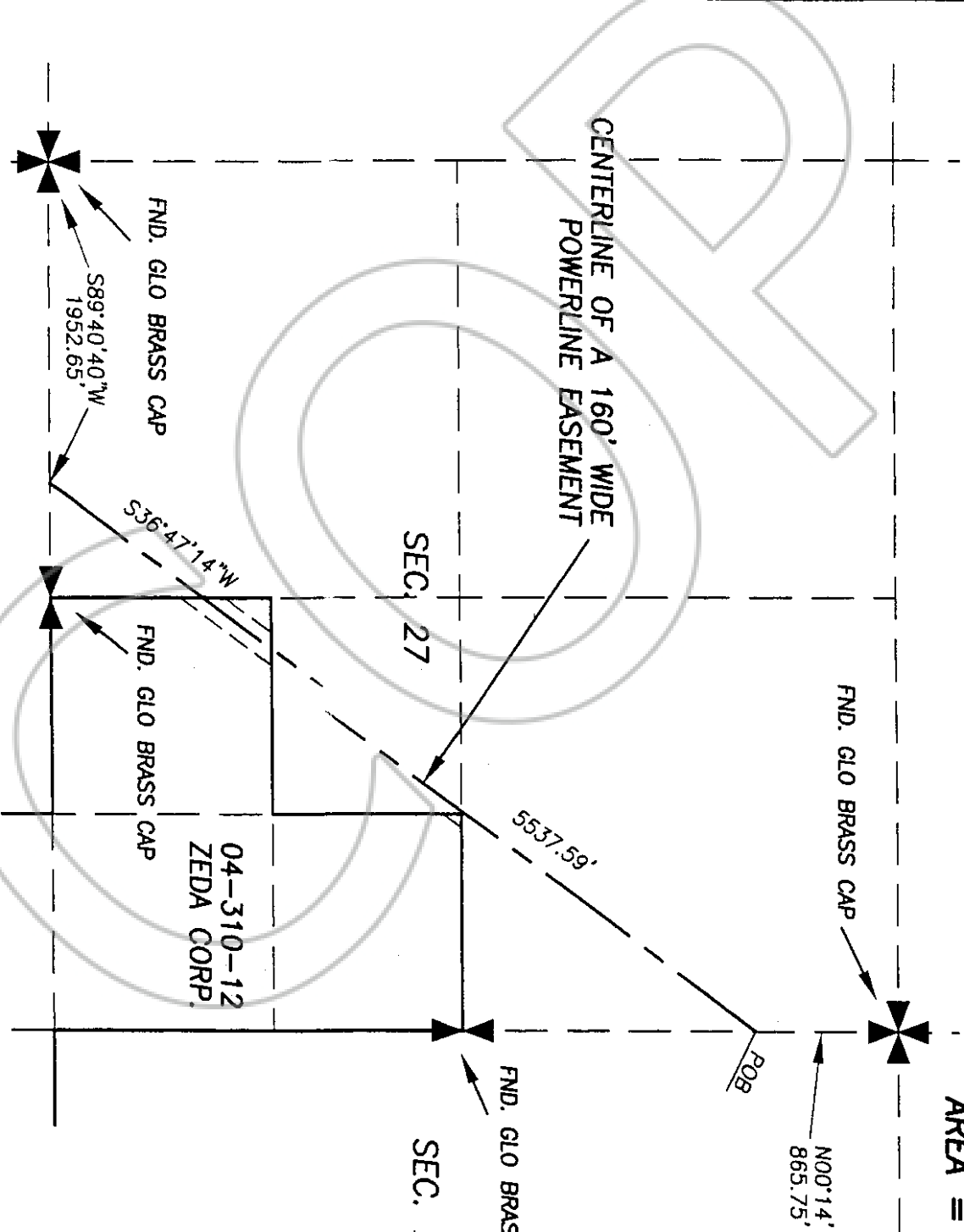
The sidelines of the above described easements shall be lengthened or shortened so as to

EXHIBIT "A"

# EXHIBIT B

BASIS 0  
NAD 1983  
UTM, ZONE

AREA =



**Slantec Consulting Inc.**  
930 Industrial Way  
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MAP TO SUPPORT LEGAL DESCRIPTION  
**SIERRA PACIFIC POWER COMPANY**  
EUREKA COUNTY  
POR, SEC. 27, T32N, R48E, MDM

NEVA



## **EXHIBIT "C"**

### **CONDITIONS**

1. If temporary gates are 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. An existing waterline is located near Structure 120. Grantor to be notified prior to construction to field locate waterline. Any access road crossing existing waterline will be upgraded to provide sufficient cover. If waterline is damaged due to construction, waterline will be repaired at Grantee's expense.
3. This easement is only for construction and maintenance of the Falcon Project.
4. All temporary roads constructed for the Falcon Project will be reclaimed and reseeded with an approved seed mix. Barriers to keep the public out of reclaimed areas will be placed at intersections of existing roads and reclaimed temporary roads.