

180286

After Recordation Run To:  
SIERRA PACIFIC POWER COMPANY  
Land Operations – S20  
P.O. Box 10100  
Reno, NV 89520-00

A.P.N.  
05-330-06 and 05-130-16  
Project Number:  
18212E

---

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

THIS INSTRUMENT, 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, 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 Grantor, its 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 pole 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 ON EXHIBITS "A", "B" AND "C" ATTACHED HERETO AND MADE A PART HEREOF

Also with 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's successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.

2. Grantee's 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, 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, 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, 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 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 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.

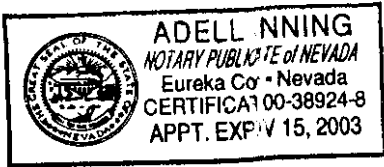
GRANTOR:

ZEDA Inc Michel Szwed

STATE OF NEVADA )  
COUNTY OF Eureka )

This instrument was acknowledged before me on July 23, 2002  
by Michel Giraud for ZEDA.

Adelle Parving  
Notary Public



COPY

Stantec Consulting Inc  
6980 Sierra Center Park Suite 100  
Reno NV 89511  
Tel: (775) 850-0777 Fax: (775) 850-0787  
stantec.com

# EXHIBIT "A"

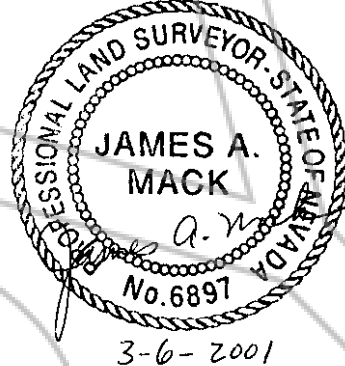


## Stantec

March 6, 2001  
Project No. 800400

Legal Description  
SIERRA PACC POWER COMPANY  
POWERLINE EASEMENT

**OWNER: ZEA CORPORATION**  
**APNs: 05-336 and 05-130-16**



The following describes the centerline of a one hundred and sixty (160) foot wide powerline easement, situate within a portion of Sections 3 and 4, T30N, R50E, MDM, and a portion Section 33, T31N, R50E, MDM, lying eighty (80) feet on each side of the following described centerline:

**BEGINNING** a point on the westerly line of said Section 4, from which a GLO Brass Cap - 1914, marking the closing corner of Sections 4 and 5, T30N, R50E, MDM, bears North 00°21'2" East, 227.10 feet distant;

Thence depart said section line, North 89°19'15" East, 6,411.45 feet to a point hereinafter referred to as Point "A";

Thence South 41'46" East, 3,966.6 feet, more or less, to the easterly line said Section 3 and the Point of Terminus for this description, from which a GLO Brass Cap - 1916, marking the closing corner of Sections 2 and 3, T30N, R50E, bears North 00°21'29" East, 1,229.88 feet distant.

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

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

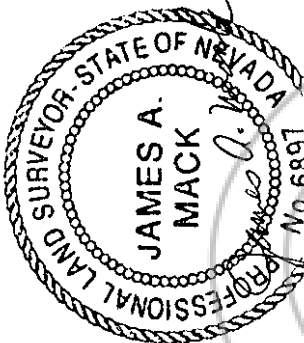
Containing an area of 38.55 acres of land, more or less.

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

**BASIS OF BEARINGS**

NAD 1983 (94 HARN ADJUSTMENT)  
UTM, ZONE 11

**AREA = 38.55 ACRES±**



SEC. 33

SEC. 34

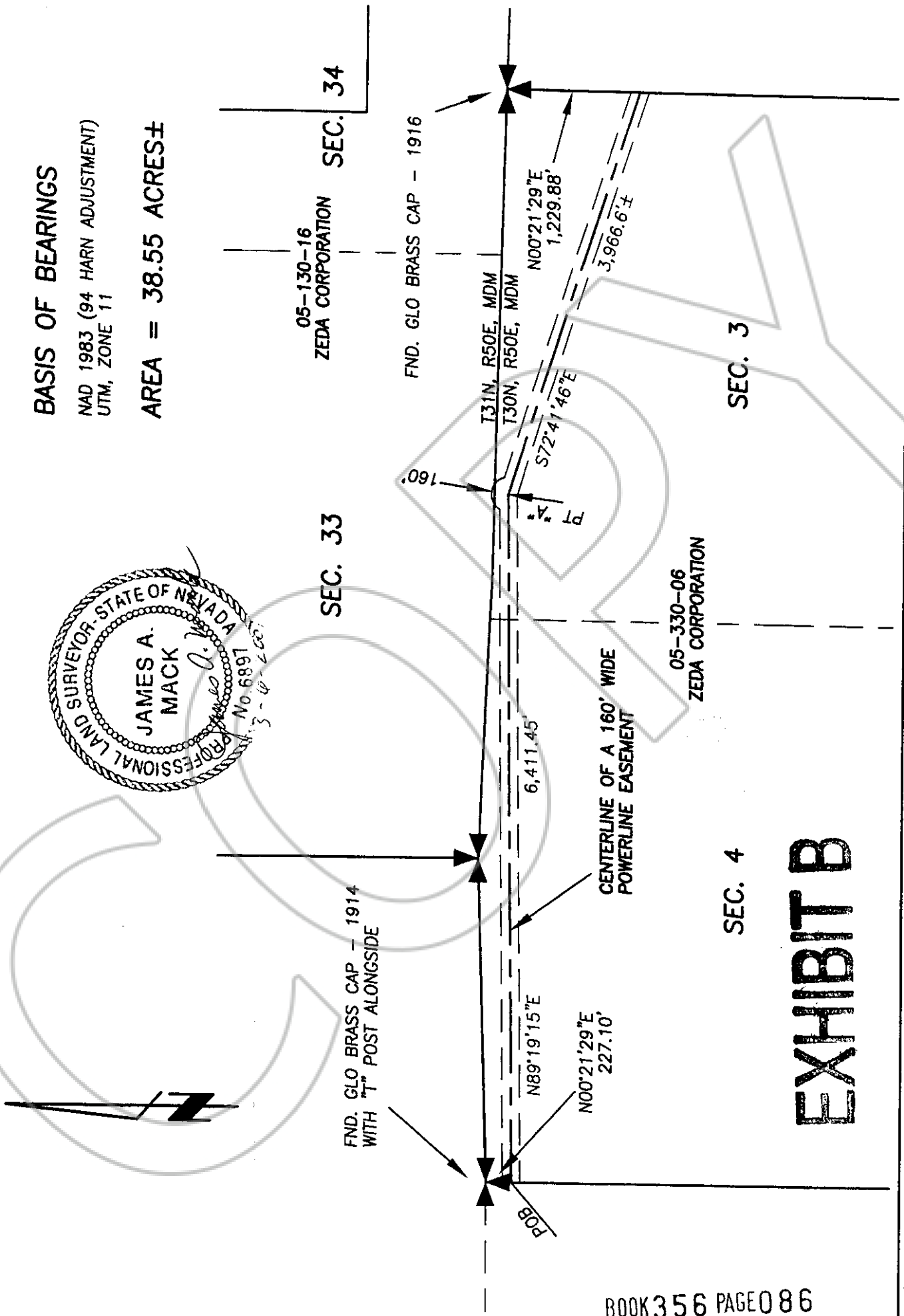
05-130-16  
ZEDA CORPORATION

05-330-06  
ZEDA CORPORATION

SEC. 4

SEC. 3

**EXHIBIT B**



FND. GLO BRASS CAP - 1914  
WITH "T" POST ALONGSIDE

FND. GLO BRASS CAP - 1916

6,411.45'

N89°19'15"E  
227.10'

N00°21'29"E  
1,229.88'

S72°41'46"E  
3,966.6'±

T31N, R50E, MDM  
T30N, R50E, MDM

Stantec Consulting Inc.  
250 Industrial Way  
Sparks, Nevada 89411 USA  
Tel: (775) 358-9331  
Fax: (775) 358-9354  
www.stantec.com



MAP TO SUPPORT LEGAL DESCRIPTION  
**SIERRA PACIFIC POWER COMPANY**  
POR. SECS. 3 AND 4, T30N, R50E AND POR. SEC. 33, T31N, R50E, MDM  
EUREKA COUNTY NEVADA

80400400

JANUARY 2000

**EXHIBIT "C"**

**CONDITIONS**

1. If temporary gates are installed in existing fence lines, upon completion of reclamation, the fence(s) will be repaired to 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 the 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. Barricades to keep the public out of reclaimed areas will be placed at intersections of existing roads and reclaimed temporary roads.

BOOK 356 PAGE 82  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Serra Pacific Power*  
02 DEC -6 PM 3:18  
CLATSOP COUNTY, NEVADA  
JILL REBALEATI, RECORDER  
FILE NO. FEES 19.00

**180286**

BOOK 356 PAGE 087