

180287

After Recordation Ren To:
SIERRA PACIFIC POWER COMPANY
Land Operations – S20
P.O. Box 10100
Reno, NV 89520-001

A.P.N.
004-220-10
Project Number:
18212E

**GRANT OF EASEMENT
FOR
ACCESS**

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 Ten Dollars (\$10.00) in hand paid by Grantee and other good and value 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 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 EUREKA, State of NEVADA, to-wit:

See Attached Exhibit "A" and "B"

IT IS FURTHER AGED:

1. Grantee will 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 by 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 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.

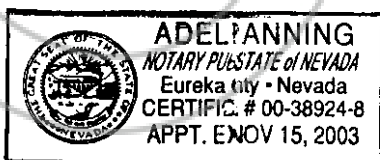
IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR

ZEDA CORP Michel Griswold
Zeda Corporation

STATE OF NEVADA)
COUNTY OF EUREKA)

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



Adel Panning
Notary Public



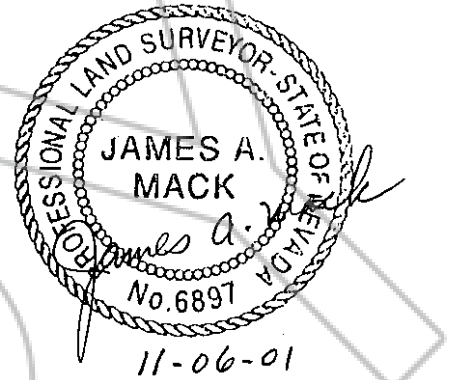
Stantec

EXHIBIT "A"

November 6, 2011
Project No. 800400

Legal Description
SIERRA PAC POWER COMPANY
ACCESS EASEMENT

OWNER: ZIA CORPORATION
APN: 004-22(0)



The following describes an access easement, thirty (30) feet in width, located within a portion of the east one-half of Section 36, Township 33 North, Range 48 East, MDM, County of Esmeralda, State of Nevada, lying fifteen (15) feet on each side of the following described centreline:

BEGINNING a point on the north-south centerline of the northwest one-quarter of said Section 36 to the centerline of an existing dirt road, from which the northwest corner of said Section 36, marked by a GLO brass cap, bears N 39°00' W, 2,085 feet distant, more or less:

Thence along the centerline of said dirt road, S 16°41' E, 119.5 feet;

Thence S 26°40', 27.4 feet;

Thence S 26°40', 66.5 feet;

Thence S 26°40', 269.2 feet;

Thence S 27°18', 363.9 feet;

Thence S 16°54', 348.8 feet;

Thence S 19°55', 357.5 feet;

Thence S 23°56', 320.1 feet;

Thence S 24°50', 316.8 feet;

Buildings

Environment

Industrial

Transportation

Urban Land

Thence S 21° E, 311.4 feet to a point on the east-west centerline of the southwest one-quarter of section 36 and the Point of Terminus for this description, from which the southwest corner of said Section 36, marked by a GLO brass cap, bears S 60°27' W, 2,695 feet dist, more or less.

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

Containing area of 1.72 acres of land, more or less.

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

Stantec

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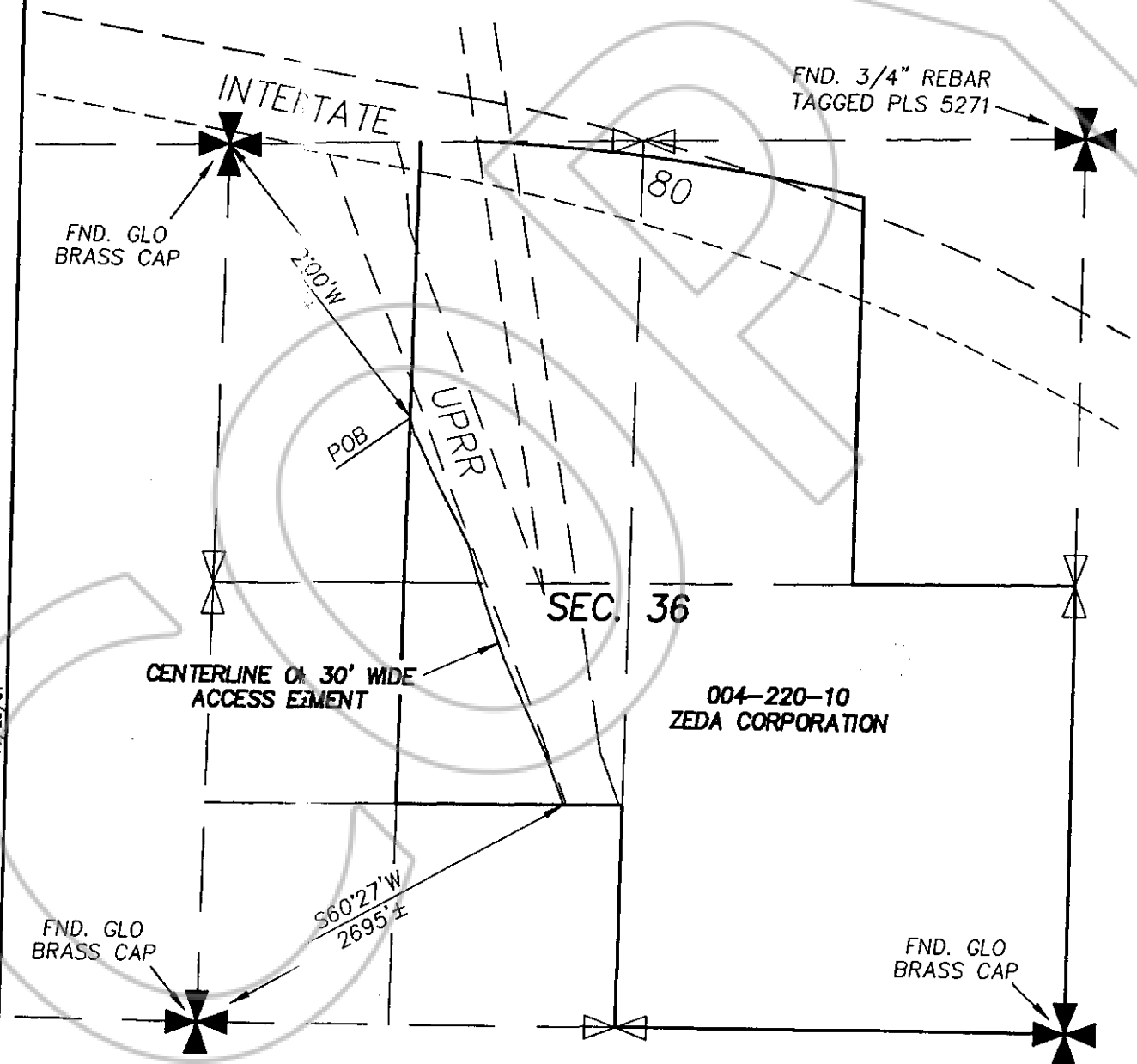


BASIS OF BEARINGS

NAD 1983 (94 HARN ADJUSTMENT)
UTM, ZONE 11

AREA = 1.72 ACRES±

SCALE: 1" = 1000'



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EXHIBIT "B"



Stantec Consulting Inc.
950 Industrial Way
Sparks, Nevada 89431 USA
Tel: (775) 358-6931
Fax: (775) 358-6954
www.stantec.com

MAP TO SUPPORT LEGAL DESCRIPTION
SIERRA PACIFIC POWER COMPANY

NEVADA COUNTY

POR. SEC. 36, T33N, R48E, MDM

NEVADA

PROJECT NO.

80400400

OCTOBER 2001

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COPY

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OFFICIAL RECORDS
RECORDED AT THE CLERK'S OFFICE
Sierra Pacific Power
02 DEC -6 PM 3:23

SILVERA COUNTY, NEVADA
J.M. REBALEATI, RECORDER
FILE NO. FEES 19⁰⁰

180287

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