

180288

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

A.P.N.
005-130-16 and 005-330-06
Project Number:
18212E

**TEMPORARY GRANT OF EASEMENT
FOR
ACCESS**

THIS INDENTURE, made and entered into this 23 day of July, 2002, by and between ZEDA CORPORATION, a Nevada 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 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, its successors, assigns and agents, a temporary easement and right of way for access purposes together with the right to construct, alter, maintain, inspect, repair, reconstruct and operate said temporary 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 AGREED:

1. Grantee shall have at all times ingress and egress to the above-described temporary access easement for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said temporary access easement through June 2008.
2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor because of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said temporary access easement through June 2008.
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 the 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 temporary access easement through June 2008.

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 temporary access easement through June 2008.

5. Grantee shall have 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 temporary access easement through June 2008.

THIS TEMPORARY 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 through June 2008.

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

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

GRANTOR

ZEDA INC. Michel Griswold
Zeda Corporation, A Nevada Corporation
HC 66 Unit 3 Box 5
Beowowe, Nevada 89821

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



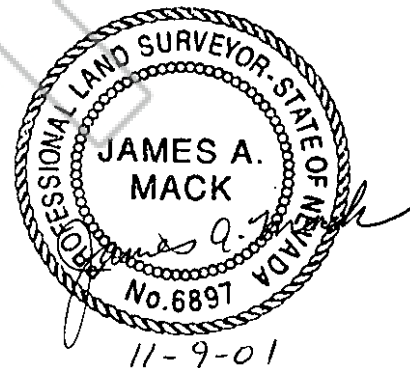
Stantec

EXHIBIT "A"

November 9, 2001
Project No. 8040046

Legal Description
SIERRA PACIFIC POWER COMPANY
ACCESS EASEMENT

OWNER: ZEDA CORPORATION
APN: 005-130-16, 0-330-06



The following describes an access easement, thirty (30) feet in width, located within a portion of Section 4 Township 30 North, Range 50 East, and a portion of Section 33, Township 31 North Range 50 East, MDM, County of Eureka, State of Nevada, lying fifteen (15) feet on each side of the following described centerline:

BEGINNING at a pit on the northerly line of a 160' wide powerline easement, at the centerline of an existing dirt road, from which the southwest corner of said Section 33, marked by a GLO benchmark, bears N 79°25' W, 900 feet distant, more or less;

Thence along the centerline of said dirt road, N 10°49' E, 34.1 feet;

Thence N 09°37' E, 6 feet;

Thence N 04°15' E, 3 feet;

Thence N 04°57' E, 3 feet;

Thence N 17°19' E, 2 feet;

Thence N 23°56' E, 4 feet;

Thence N 28°19' E, 2 feet;

Thence N 40°06' E, 9 feet;

Thence N 49°41' E, 2 feet;

Thence N 52°06' E, 3 feet;

Thence N 49°57' E, 9 feet;

Thence N 52°37' E, 5 feet;

Thence N 58°32' E, 3 feet;

Thence N 60°02' E, 2 feet;

Thence N 65°17' E, 7 feet;

Thence N 65°52' E, 2 feet;

Thence N 47°30' E, 5 feet;

Thence N 39°45' E, 5 feet;

Thence N 31°46' E, 5 feet;

Thence N 24°31' E, 7 feet;

Thence N 25°12' E, 3 feet;

Thence N 23°50' E, 1 feet;

Thence N 19°29' E, 2 feet;

Thence N 29°45' E, .5 feet;

Thence N 28°33' E, .5 feet;

Thence N 31°15' E, .3 feet;

Thence N 29°15' E, .5 feet;

Thence N 32°15' E, .8 feet;

Thence N 26°03' E, .7 feet;

Thence N 17°02' E, .3 feet;

Thence N 09°31' E, .9 feet;

Thence N 01°13' E, .9 feet;

Thence N 15°54' E, .6 feet;

Thence N 08°12' E, .4 feet;

Thence N 02°07' E, 1.2 feet;

Thence N 00°18' W, 3.7 feet;

Thence N 14°39' E, 1.6 feet;

Thence N 12°49' E, 1.5 feet;

Thence N 09°22' E, 1.4 feet;

Thence N 08°12' E, .1 feet;

Thence N 07°51' E, 1.2 feet;

Thence N 10°45' E, .1 feet;

Thence N 53°29' W, 7 feet;

Thence N 24°26' W, 6 feet;

Thence N 19°36' W, 0 feet;

Thence N 27°04' W, 5 feet;

Thence N 16°19' W, 6.1 feet;

Thence N 02°51' E, 4 feet;

Thence N 09°46' W, 8.5 feet;

Thence N 14°27' W, 6.2 feet;

Thence N 14°09' W, 1.3 feet;

Thence N 18°14' W, 5.1 feet;

Thence N 17°22' W, 6.1 feet;

Thence N 21°56' W, 3.3 feet;

Thence N 17°04' W, 8 feet;

Thence N 19°24' W, 7 feet;

Thence N 20°59' W, 4.1 feet;

Thence N 21°41' W, 0.1 feet;

Thence N 14°06' W, 6.9 feet;

Thence N 09°46' W 2.5 feet to the northerly line of said Section 33 and the Point of Terminus for this description, from which the east one-quarter corner of Section 29, T31N, R50E, MDM, marked by a GLO brass cap, bears N 27°29' W, 2.978 feet distant.

BASIS OF BEARINGS

NAD 1983 (94 HARN ADJUSTMENT)
UTM, ZONE 11

AREA = 4.01 ACRES±

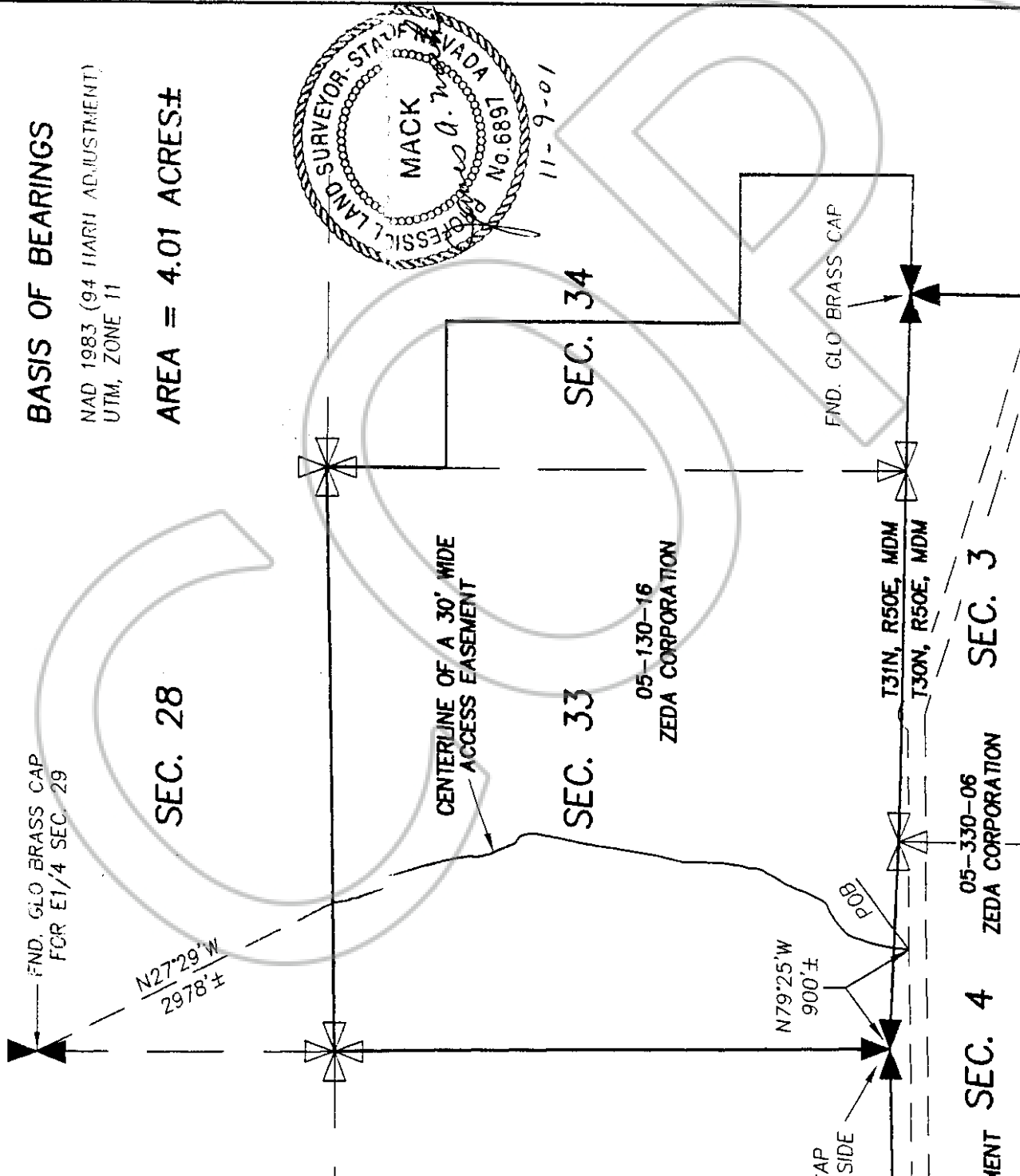


EXHIBIT "B"

MAP TO SUPPORT LEGAL DESCRIPTION

SIERRA PACIFIC POWER COMPANY

POR. SEC. 4, T30N, R50E AND POR. SEC. 33, T31N, R50E, MDM

EUREKA COUNTY

NEVADA

NOVEMBER 2001

80400400

COPY

BOOK 356 PAGE 94
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power
02 DEC -6 PM 3:29

SILVERA COUNTY, NEVADA
M.H. REBALEATI, RECORDER
FILE NO. FEES 21⁰⁰

180288

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