

**RIGHT-OF WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that Keith Lopeman of Las Vegas, Nevada the undersigned, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto **LINCOLN COUNTY POWER DISTRICT NO. 1**, a municipal corporation of the State of Nevada, whose post office is Pioche, Nevada, and to its successors or assigns, the right to enter upon the lands and premises of the undersigned, situated in the County of Lincoln, State of Nevada, and more particularly described as follows:

A strip of land 20.00 feet wide, 10.00 feet each side of centerline, situated within Lincoln County Assesor Parcel No. 13-120-04, in the S.1/2 NW.1/4 of Section 9, T.4S., R.67E., M.D.M., Lincoln County, Nevada, being more particularly described as follows:

Beginning at a point of intersection of the centerline of said 20.00 foot wide power line easement and the westerly boundary of said Parcel No. 13-120-04, described as Station 29+96.13, whence the W.1/4 Corner of said Section 9 bears S. 00 degrees 35 minutes 41 seconds W. a distance of 1,336.74 feet; Thence S. 73 degrees 03 minutes 20 seconds E. a distance of 330.37 feet to Station 33+19.54, a point of intersection; Thence S. 45 degrees 53 minutes 22 seconds E. a distance of 563.45 feet to Station 38+82.99, a point of intersection; Thence S. 75 degrees 58 minutes 33 seconds E. a distance of 1,304.91 feet to Station 51+87.91, a point of intersection; Thence S. 88 degrees 38 minutes 34 seconds E. a distance of 589.37 feet to Station 57+77.27, a point of said centerline and the easterly boundary of said Parcel No. 13-120-04, said point being the terminus of said power line easement, whence the W.1/4 Corner of said Section 9 bears S. 78 degrees 29 minutes 47 seconds W. a distance of 2,607.66 feet. Including a 20.00 foot wide power line easement beginning at Station 38+82.99, a point of intersection, whence the W.1/4 Corner of said section 9 bears S. 39 degrees 28 minutes 01 seconds W. a distance of 1,101.34 feet; Thence N. 63 degrees 10 minutes 35 seconds E. a distance of 170.37 feet to a point on the NW corner of an existing corral, and terminus of this easement, whence the W.1/4 corner of said Section 9 bears S. 42 degrees 35 minutes 08 seconds W. a distance of 1,259.19 feet; including a Guy Wire Easement that extends N. 63 degrees 10 minutes 35 seconds E. a distance of 30.00 feet from the terminus of this easement. Including a 20.00 foot wide power line easement, beginning at Station 51+87.91, a point of intersection whence the W.1/4 Corner of said Section 9 bears S. 74 degrees 48 minutes 16 seconds W. a distance of 2,037.30 feet; Thence N. 45 degrees 04 minutes 27 seconds W. a distance of 234.47 feet to an existing well, and the terminus of this easement, whence the W.1/4 Corner of said Section 9 bears S. 68 degrees 45 minutes 42 seconds W. a distance of 1,931.22 feet; including a guy wire easement that extends N. 45 degrees 04 minutes 27 seconds W. a distance of 30.00 feet from the terminus of this easement. Including a 20.00 foot wide Guy Wire Easement that extends N. 31 degrees 25 minutes 01 seconds E. a

distance of 35.00 feet; including a 20.00 wide Guy Wire Easement that extends S. 27 degrees 11 minutes 41 seconds W. a distance of 35.00 feet; including a 20.00 foot wide Guy Wire Easement that extends S. 07 degrees 42 minutes W. a distance of 35.00 feet.

and to construct, reconstruct, rephase, repair, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within ten (10) feet each side of the center line of said overhead power line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); and to license, permit, or otherwise agree to the joint use of occupancy of that line or system by any other person, association or corporation, for electrifications or telephone purposes.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed on the above described lands at the District's expense shall remain the property of the District, removable at the option of the District, upon termination of services to or on said lands.

The undersigned covenant that they are the owners of the above described lands. (and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:)

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 16 day of JULY, 1993.

*Keith Lopeman*  
Keith Lopeman

State of Nevada )  
County of Clark ) ss.  
Lincoln

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 1993, by Keith Lopeman for Keith Lopeman

Witness my hand and official seal.

*Bartholomew*  
Notary Public



Dorothy M. Coroneos  
Notary Public, State of Nevada  
CLARK COUNTY  
My Appointment Expires Sept. 5, 1993



COPY

No. 103495

FILED AND RECORDED AT REQUEST OF  
Lincoln County Power District No. 1

May 18, 1995

AT 15 M. 151 110 O'CONNOR

ALLEN BOOK 113 OF OFFICE

RECORDS PAGE 493 LINCOLN

COUNTY NEBRADA

Yuriko Setzer

By Julie K. Conner Deputy