

Official Record

Recording requested By  
LINCOLN COUNTY POWER DISTRICT

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$15.00

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RPTT:

Recorded By: AE

Book- 238 Page- 0115



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Grant of Easement

Title of Document

Affirmation Statement

X I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number of any person or persons. (Per NRS 239B.030)

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

L Carlson  
Signature Title clerk

L Carlson  
Signature

12/17/07  
Date

Grantees address and mail tax statement:

LCPD  
HC74, Box 101  
Piache, NV 89043



0130693

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**GRANT OF EASEMENT  
TO THE LINCOLN COUNTY POWER DISTRICT NO. 1**

KNOW ALL MEN BY THESE PRESENTS, that Roger Dieleman, of the County of Lincoln, State of Nevada, the undersigned, does hereby grant unto the LINCOLN COUNTY POWER DISTRICT NO. 1 (hereafter the District), a municipal corporation of the State of Nevada, whose offices are located in Caselton, 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 (hereafter referred to as the Easement):

An area extending

- (1) fifty (50) feet on each side of the centerline and for the entire length of all above ground transmission lines insulated at 69-kV or more,
- (2) ten (10) feet on each side of the centerline and for the entire length of all above ground or below ground distribution lines insulated at 25-kV or less,
- (3) one hundred (100) feet by one hundred (100) feet for all substations with a high-side voltage of 69-kV or higher,
- (4) fifty (50) feet by fifty (50) feet for all substations with a high-side voltage less than 69-kV but greater than or equal to 22-kV,
- (5) thirty (30) feet by thirty (30) feet for all substations with a high-side voltage less than 22-kV,

to be located all as generally shown on the attached sketch and for which a legal description shall be prepared by the District and recorded with the County Recorder.

The undersigned agrees the Easement conveyed herein shall grant the District the right to enter the undersigned's lands and premises (1) to construct, reconstruct, replace, repair, modify, operate and maintain electric transmission lines, distribution lines (including above ground and below ground facilities), substations and/or related electric facilities on the above described lands and/or in or upon all streets, roads, or highways abutting said lands; (2) to cut, trim, remove and control the growth of any and all trees and shrubbery (including those that are either intentionally or incidentally cut, trimmed, removed, or controlled) located within the boundaries of the Easement as described above, which at the sole determination of the District may interfere with or threaten to endanger the operation and maintenance of the District's transmission lines, distribution lines, substations or related electrical facilities; and (3) to license, permit, or otherwise agree to the joint use or occupancy of the lines and/or electric facilities by any other person, association, or corporation, for rendering utility services including but not limited to electric, natural gas, water, sewage, and communications.

If the Easement conveyed to the District is for transmission lines, distribution lines and related, unfenced electrical facilities, the undersigned agrees (1) not to alter the property within the boundaries of the Easement in any manner that would impair the District's ability to construct, reconstruct, replace, repair, modify, operate and maintain its facilities on the undersigned's lands and premises; (2) not to alter the property within the boundaries of the Easement in any manner that would impair the ability of the District to transfer electric power to the undersigned or to others or that would promote or accelerate the deterioration of the District's facilities; and (3) not to alter the property within the boundaries of the Easement in any manner that would result in conditions (including but not limited to clearances between

power lines and other objects) that do not conform with the latest edition of the National Electric Safety Code.

If the Easement conveyed to the District is for substations and related electrical facilities within a fenced area, the undersigned agrees (1) not to enter the fenced area without permission of the District; (2) not to alter lands within the fenced area; and (3) not to block the District's access to the fenced area.

The undersigned shall not grant additional easements to others that wholly or partially contain lands identified above as part of this Easement, unless approved in writing by the District.

The undersigned agrees that all poles, wires, and other equipment installed by the District or caused to be installed by the District within the boundaries detailed by this Easement shall remain the sole property of the District, removable at the option of the District without the prior consent of the undersigned.

The undersigned covenant that they are the owners of the property within the above described Easement, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: [LIST BELOW NAMES AND ADDRESSES, TYPE NONE IF NONE].

The District shall have prepared plot plans identifying the above described Easement and shall duly record this Easement with the Lincoln County Recorder. The rights granted unto the District under this Easement and heretofore recorded with the Lincoln County Recorder shall serve as permanent and binding obligations and covenants of the land owners, be they current or future, until such time as the electrical facilities of the District are removed by the District from the lands within the Easement.

IN WITNESS WHEREOF, the undersigned hereby grants this Easement to the District as of this 14<sup>th</sup> day of November, 1992 2007.

Mark Pestowski, Esq.  
Mark Pestowski, Esq.  
Witness (Print and Sign)

Roger Dieleman  
Roger Dieleman  
Land Owner (Print and Sign)

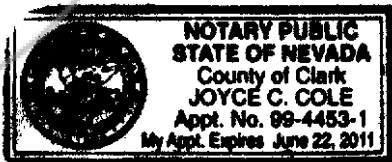
\_\_\_\_\_  
Witness (Print and Sign)

\_\_\_\_\_  
Land Owner (Print and Sign)

STATE OF NEVADA )  
  )ss  
COUNTY OF CLARK )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2007.  
Witness my hand and official seal.

(SEAL)



Joyce C. Cole  
Notary Public