

Official Record

Recording requested By
LINCOLN COUNTY POWER DISTRICT

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$42.00

Page 1 of 4

RPTT:

Recorded By: AE

Book- 273 Page- 0199



0141767

APN _____

APN _____

APN _____

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. (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 Clerk
Signature Title

Signature Title

8/2/2012
Date

Grantees address and mail tax statement:

HC 74, Box 101

Pioche, NV 89043



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

KNOW ALL MEN BY THESE PRESENTS, that Farmland Reserve, Inc., a Utah nonprofit corporation (hereafter the "**Landowner**"), does hereby grant unto the Lincoln County Power District No. 1 (hereafter the "**Power District**"), a general improvement district of the State of Nevada, whose offices are located in Caselton, Nevada, and to its successors or assigns, the right to enter upon a portion of the lands and premises of the Landowner, situated in the County of Lincoln, State of Nevada, Parcel No. 1210014, and more particularly described as follows (hereafter referred to as the "**Easement Area**"):

An area which extends the entire length of all overhead and underground power lines and which extends ten (10) feet on either side of the centerline of all overhead and underground power lines and down guys located on Parcel No. 1210014 in Lincoln County, Nevada; to a point at which these electric power distribution facilities connect to the Landowner's panelboards or disconnect switches located at each point of service at the Delamar Valley Cattle Company farm, formerly known as the Turner farm.

As a condition of the Easement (hereinafter defined), the Power District understands and agrees (1) that this Easement is solely for the Power District's power distribution facilities and the Power District shall not authorize other parties to use the Easement Area granted hereunder for any purpose without the written consent of the Landowner; and (2) to schedule in advance any operation on the Easement Area so as minimize interference and impact on daily activity at the premises of the Landowner to the extent practical, emergency situations exempted.

The Landowner agrees the Easement conveyed herein shall grant the Power District the non-exclusive right to enter the Easement Area (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; and (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 Area as described above, which at the reasonable determination of the Power District may interfere with or threaten to endanger the operation and maintenance of the Power District's transmission lines, distribution lines, substations or related electrical facilities (collectively, the "**Easement**").

If the Easement conveyed to the Power District is for transmission lines, distribution lines and related, un-fenced electrical facilities, the Landowner agrees (1) to not alter the property within the boundaries of the Easement Area in any manner that would unreasonably impair the Power District's ability to construct, reconstruct, replace, repair, modify, operate and maintain its facilities on the Easement Area; (2) to not alter the property within the boundaries of the Easement Area in any manner that would unreasonably impair the ability of the Power District to transfer electric power to the Landowner or to others or that would promote or accelerate the deterioration of the Power District's facilities; and (3) to not alter the property within the boundaries of the Easement

Area 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 Power District is for substations and related electrical facilities within a fenced area, the Landowner agrees to (i) not enter the fenced area without permission of the Power District; (ii) to not alter lands within the fenced area; (iii) and to not block the Power District's access to the fenced area. Landowner hereby reserves the right to use the Easement Area for any use not inconsistent with Power District's permitted use of the Easement. Without limiting the above, Landowner reserves the right for good cause to require the relocation of the Easement at any time at the Landowner's cost and expense, so long as the relocation provides Power District with similar access to the Landowners property.

Power District shall at Power District's sole expense and with counsel reasonably acceptable to the Landowner, indemnify, defend and hold harmless the Landowner and any entity controlling, controlled by or under control with the Landowner ("Affiliates"), and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorneys' fees actually incurred from any cause other than the Landowners gross negligence or willful misconduct, arising out of or relating directly or indirectly to the Easement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Power District or Power District's servants, employees, consultants, contractors and subcontractors ("Power District's Agents"); or (ii) the use of the Easement or the exercise of its/their rights under this agreement by Power District, or Power District's Agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this agreement.

This Easement and all rights set forth herein will be automatically terminated either (1) when Power District decides that it will no longer use the Easement granted herein, (b) Power District abandons the Easement for a period of twelve (12) consecutive months; or (c) the Power District is provided an alternative or relocated easement. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Easement, as well as any and all other easements, rights-of-way or licenses Power District may have (or may claim to have) to use the Landowners land.

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

[Signature page and acknowledgements follow]



IN WITNESS WHEREOF, the Landowner hereby grants this Easement to the Power District as of this 27th day of July, 2012.

FARMLAND RESERVE, INC.,
a Utah nonprofit corporation

By: [Signature]
Warren H. Peterson, Vice President RB

STATE OF UTAH)
)SS
COUNTY OF SALT LAKE)

On this 27th day of July, 2012, personally appeared before me Warren H. Peterson, known or satisfactorily proved to me to be the Vice President of Farmland Reserve, Inc., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as Vice President for said corporation.



[Signature]
Notary Public

LINCOLN COUNTY POWER DISTRICT NO. 1,
a general improvement district of the State of Nevada

By: [Signature]
Name: David E. Luttrell
Title: General Manager

State of Nevada)
)SS
County of Lincoln)

I, Louise M. Carlson, a Notary Public in and for the State and County, do hereby certify that David E. Luttrell, the same individual who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that they executed the above instrument as a free and voluntary act.

Given under my hand and Notary Seal this 2 day of August, 2012

My Commission expires on 9/26/2013

