

After Recordation, Return To:

TUSCARORA GAS TRANSMISSION COMPANY Right-of-Way Department P.O. Box 30057 Reno, NV 89520

APN: 084-130-7; 084-140-17;

084-040-10; 084-040-06

WADSWORTH LATERAL

GRANT OF EASEMENT FOR RIGHT-OF-WAY AND GAS TRANSMISSION INTERCONNECT METER STATION AND BOOSTER UNIT SITE

KNOW ALL MEN BY THESE PRESENTS, that NEVADA LAND AND RESOURCE COMPANY, LLC, whose address is 704 West Nye Lane, Suite 201, Carson City, Nevada, 89703, hereinafter referred to as "Grantor", its successors in title, successors, executors, administrators, heirs and assigns, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto TUSCARORA GAS TRANSMISSION COMPANY, a Nevada partnership, whose address is 1675 Delucchi Lane, Suite 225, Reno, Nevada, 89520, hereinafter referred to as "Grantee", its successors, designates, licensees, lessees and assigns, the rights hereinafter set forth in, on, over, under, across, and through the lands of Grantor, depicted on Exhibits A-1 through A-5, attached hereto and made a part hereof, as more particularly described as follows:

- Easement Rights: The following are the rights transferred hereunder by Grantor to Grantee, collectively called the "Easement Rights":
 - A. the permanent license, liberty, privilege and easement on, over, upon, across, along, in, under and through varying width strips of the lands of Grantor (the "Right-of-Way"), depicted on Exhibits A-1 through A-5, attached hereto and made a part hereof, to lay, construct, maintain, inspect, repair, replace, relocate, change the size of, operate, reconstruct, repair, remove and abandon, and all activities related thereto; for:
 - (i) an underground pipeline, including such pipeline, drips, valves, fittings, connections, meters, cathodic protection equipment, test leads and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection with the carriage, transmission, conveyance, transportation and handling of natural gas or



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any other material or substance which can be conveyed therein, together with such related facilities or work required therefor (including any means of communication) (collectively the "Pipeline System"); and

- (ii) above-ground Gas Interconnect and Meter Station(s) and Booster Units Site, with all equipment, buildings and Gas Transmission Pipeline Facilities, together with the appropriate underground foundations, markers, conduits, pipes, valve boxes, meters, fixtures, and other necessary or convenient appurtenances (including any means of electrical power and/or communication) connected therewith (hereinafter referred to collectively as the "Facilities"); and
- B. the right of ingress to and egress from the Right-of-Way and over, above and across said lands of the Grantor by means of aircraft, roads and lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to Grantor; for Grantee and its servants, agents, employees and contractors, on foot and/or with aircraft, vehicles, supplies, machinery and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights herein granted in connection with the installation, repair, maintenance, inspection, operation and replacement of the Pipeline System and Facilities upon the terms and subject to the conditions hereinafter set forth; and
- C. in addition to the foregoing, Grantor hereby grants to Grantee the right to use additional temporary work areas (for a period not to exceed four (4) months) either adjacent to either side of or split on each side of the Right-of-Way as is required by Grantee during construction and final cleanup and maintenance of the Pipeline System (the "Work Space"), also depicted on Exhibit A-5, attached herewith.
- 2. Compensation for Damages: Grantee will compensate Grantor for all reasonable amounts incurred by Grantor for damages suffered by Grantor to any drainage system, crops, pasture, timber, trees, hedges, produce, water wells, artesian springs, livestock, buildings, fences, culverts, bridges, lands, improvements or equipment on the lands of Grantor as a result of the construction, maintenance, repair or removal of the Pipeline System and Facilities, as applicable. Grantee shall indemnify Grantor from all liabilities, damages, claims, suits and actions and all costs and taxes and any interest accruing thereon, arising from such actions as a result of the operation of Grantee other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of Grantor.
- 3. Use of Right-of-Way by Grantor: Grantor shall not, without the prior written consent of Grantee, plant trees, build, excavate, quarry, mine, construct, drill,

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install, erect, pile or permit to be built, excavated, quarried, mined, cultivated, constructed, drilled, installed, erected or piled on, over or under the Right-of-Way, any pit, well, quarry, mine, foundation, building, landfill, dump or mounds of any material whatsoever, or any other structure, installation, or improvement. Subject to the foregoing and provided that there is no interference with the Easement Rights, Grantor shall have the right to use and enjoy the Right-of-Way. At any tine after the Pipeline System and Facilities have been constructed, Grantee shall have the right, without being liable for damages or being required to compensate Grantor, to trim and to cut down and to clear away any and all trees, brush or obstructions, or otherwise maintain the visibility along and the integrity of the Right-of-Way and to trim and to cut down and to clear away any trees on either side of the Right-of-Way which, in the opinion of Grantee, may be a hazard to Grantee's facilities or may interfere with the exercise of Grantee's rights hereunder.

- 4. Future Driveways, Parking Lots, Sidewalks and Roads: Notwithstanding anything to the contrary contained herein, Grantor shall have the right to construct driveways, parking lots, sidewalks and roads across and over said Right-of-Way provided such construction complies with applicable laws.
- 5. Gates: Grantor further grants to Grantee the right to install, maintain and use gates along all fences which now cross or shall hereafter cross the Right-of-Way.
- 6. Location Markers: Grantor further grants to Grantee the right to mark the location of the Right-of-Way by suitable markers set in the ground, provided that said markers shall be placed at fence lines or other locations which shall not interfere with any reasonable use the Grantor shall make of the Right-of-Way.
- Notice of Location: Grantee may at any time further define the location of the Right-of-Way by recording at the County Recorder's Office a "Notice of Location" referring to this instrument and setting forth a legal description of the location of the Pipeline System and Facilities, the Work Space or the Right-of-Way, which description may be set forth by a map attached to said Notice of Location. A copy of said Notice of Location shall be delivered to Grantor.
- 8. Property in Pipeline System: The Pipeline System and Facilities shall at all times remain the Property of Grantee, notwithstanding the fact that it may be annexed or fixed to the real property and may, at any time, be removed, in whole or in part by Grantee.
- 9. Notices: All notices required or permitted to be given hereunder shall be in writing, and sent by first class mail to the applicable address set forth above (or to such other address as either party may, from time to time, designate in writing on

such matter). Any notice sent shall be deemed to have been validly and effectively given on the fifth (5th) business day following the date on which it was sent.

10. Entire Agreement: This Grant constitutes the entire agreement between Grantor and Grantee pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions between the parties, whether oral or written.

This Grant shall be binding upon the heirs, executors, administrators, successors in title, successors and assigns of the parties hereto, and all rights herein granted, or any of them separately, may be assigned, in whole or in part. It is understood that this Grant cannot be amended in any way except in writing, signed by Grantor and a duly authorized agent of Grantee

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Easement this 29 day of AUGUST 2002.

GRANTOR:

NEVADA LAND AND RESOURCE COMPANY, LLC

By: Our off y A, Tinian - Pu mer

Its: Chief Operating Officer

GRANTEE:

TUSCARORA GAS TRANSMISSION COMPANY, a Nevada partnership

By: Lug-Uallouth

Its: Gray Gallbruth



STATE OF NEVADA)
Carson City)ss. COUNTY OF WASHOE!)
On the 33 rd day of August , 2002, before me, a Notary Public in
and for said County and State, personally appeared Dorothy A. Timian-Palme
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument NEVADA LAND
AND RESOURCE COMPANY, LLC executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL.
Danielle Bethinge NOTARY PUBLIC NO



STATE OF NEVADA)
COUNTY OF WASHOE) ss.
On the <u>29th</u> day of <u>Rugust</u> , 2002, before me, a Notary Public in
and for said County and State, personally appeared Hig Halbrack
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument TUSCARORA GAS
TRANSMISSION COMPANY, a Nevada partnership, executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL.
LENORE D. REYNOLDS Notary Public - State of Nevada Appointment Recorded in Washoe County No: 99-56328-2 - Expires June 10, 2003
NOTARY PUBLIC

6980 Sierra Center Parkway Suite 100 Reno NV 89511

Tel: (775) 850-0777 Fax: (775) 850-0787

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EXHIBIT A1 (1 of 2)

January 10, 2002 Project No. 80400692

Legal Description
TUSCARORA GAS TRANSMISSION COMPANY
NATURAL GAS TRANSMISSION LINE EASEMENT

OWNER: NEVADA LAND AND RESOURCE COMPANY, LLC

APN: 084-130-7, 084-140-17

MARK D. MORBERG W. 12466

The following describes a fifty (50) foot wide natural gas transmission line easement, situate within a portion of Section 15, T20N, R23E, MDM, County of Washoe, State of Nevada, lying twenty five (25) feet on each side of the following described centerline:

BEGINNING at a point on the westerly line of said Section 15, from which a scribed stone marking the west one-quarter corner of said Section 15, bears N 00°41'18" E, 882.87 feet distant;

Thence N 68°51'52"/ E, 1129.32 feet;

Thence N 68°30'39" E, 1489.89 feet;

Thence N 64°20'33" E, 1656.50 feet;

Thence N 63°06'22" E, 972.44 feet;

Thence N 63°06'22" E, 972.44 feet;

Thence N 61°30'25" E, 590.53 feet to a point on the easterly line of said Section 15 and the Point of Terminus for this description, from which a scribed stone marking the northeast corner of said Section 15, bears N 00°19'41" W, 1042.69 feet distant.

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

Containing an area of 6.70 acres of land, more or less.

BASIS OF BEARING: NAD 1983(94), Nevada State Plane, West Zone.

Transportation

Buildings

Environment

Industrial

Urban Land

POR. SEC 15, T20N, R23E, MDM

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Fax: (775) 850-0787 www.stantec.com

WASHOE COUNTY

80400692

NEVADA

OCTOBER 2001

6980 Sierra Center Parkway Suite 100 Reno NV 89511

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EXHIBIT A2 (1 of 2)

Stantec

January 9, 2002 Project No. 80400692

Legal Description TUSCARORA GAS TRANSMISSION COMPANY NATURAL GAS TRANSMISSION LINE EASEMENT

OWNER: NEVADA LAND AND RESOURCE COMPANY, LLC

APN: 084-040-10

The following describes a fifty (50) foot wide natural gas transmission line easement, situate within a portion of Section 11, T20N, R23E, MDM, County of Washoe, State of Nevada, lying twenty five (25) feet on each side of the following described centerline:

BEGINNING at a point on the southerly line of the N 1/2 of the NW 1/4 of the SE 1/4 of said Section 11, from which a stone mound, marking the south one-quarter corner of said Section 11, bears S 08°54'31", W, 2006.87 feet distant;

Thence N 35°03'35" E, 666.29 feet;

/Thence N 32°16'01" E, 555.75/feet;

Thence N 37°54'45" E, 741.10 feet;

Thence N 38°50'38" E, 1235.58 feet;

Thence N 38°39'12" E, 698.85 feet to a point on the easterly line of Section 11 and the Point of Terminus for this description, from which a stone mound marking the SE corner of Section 2, T20N, R23E, MDM, bears N 00°04'23" E, 199.12 feet distant.

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

Containing an area of 4.47 acres of land, more or less.

BASIS OF BEARING: NAD 1983(94), Nevada State Plane, West Zone.

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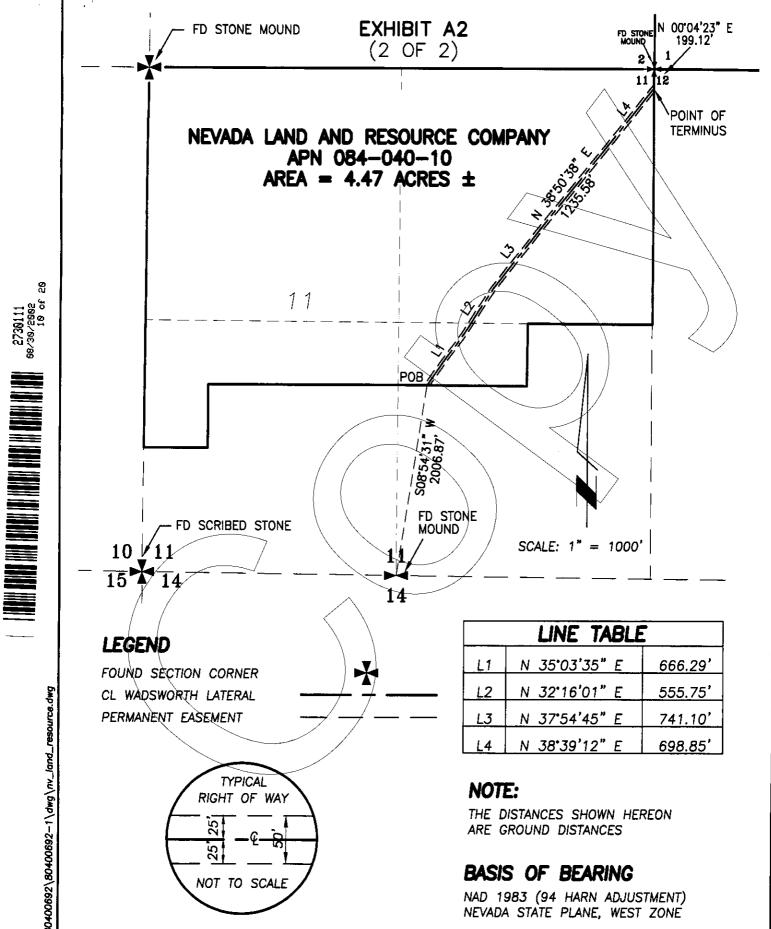
Buildings

Environment

Industrial

Transportation

Urban Land



MAP TO SUPPORT LEGAL DESCRIPTION

TUSCARORA GAS TRANSMISSION COMPANY

POR. SEC 11 T20N, R23E, MDM

PROJECT NO.

JANUARY, 2001

80400692

NEVADA

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Stantec Consulting Inc.

6980 Sierra Center Parkway Suite 100 Remo, Nevada 89511 USA

WASHOE COUNTY

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EXHIBIT A3 (1 of 3)

Stantec

July 16, 2002

Project No. 80400692

Legal Description

TUSCARORA GAS TRANSMISSION COMPANY

NATURAL GAS TRANSMISSION LINE AND METER STATION EASEMENTS

OWNER: NEVADA LAND AND RESOURCE COMPANY, LLC

APN: 084-040-06

EASEMENT 1

The following describes a fifty (50) foot wide natural gas transmission line easement, situate within a portion of Section 1, T20N, R23E, MDM, County of Washoe, State of Nevada, lying twenty five (25) feet on each side of the following described centerline:

BEGINNING at a point on the southerly line of said Section 1, from which a stone mound, marking the southwest corner of said Section 1, bears N 89°22'41" W, 157.64 feet distant;

Thence departing said southerly line N 38°39'12" E, 78.78 feet;

Thence N 38°33'11" E, 986.65 feet;

Buildings

Thence N 38°33'02" E, 925.65 feet;

Environment

Thence N 07°02'06" E, 236.79 feet to a point hereinafter referred to as point "A" and the Point of Terminus for this description, from which a stone mound marking the northeast corner of said Section 1, bears N 48°03'52"E, 5108.88 feet distant.

Industrial

Transportation

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

Urban Land

Containing an area of 2.56 acres of land, more or less.



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EXHIBIT A3 (2 of 3)

EASEMENT 2

The following describes a natural gas meter station easement, situate within a portion of Section 1, T20N, R23E, MDM, County of Washoe, State of Nevada, more particularly described as follows:

BEGINNING at aforementioned Point "A";

Thence N 52°04'05" W, 53.97 feet;

Thence N 37°55'55" E, 231.82 feet;

Thence S 52°32'42" E, 344.93 feet;

Thence S 37°27'18" W, 223.71 feet;

Thence N 52°32'42" W, 196.78 feet;

Thence S 37°55'55" W, 9.35 feet;

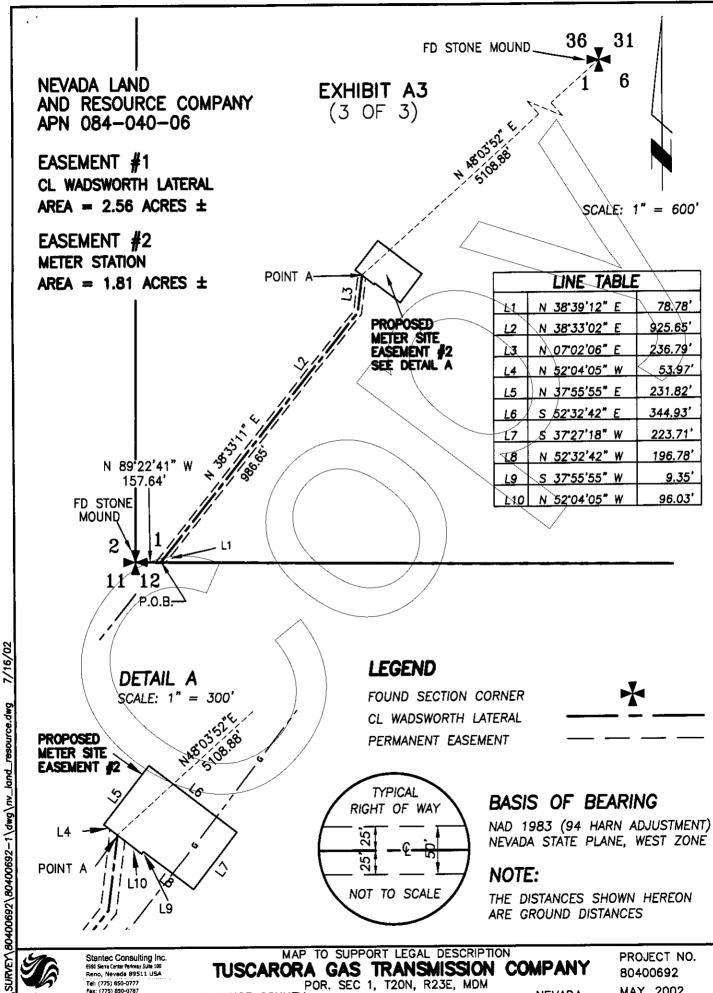
Thence N 52°04'05" W, 96.03 feet to the Point of Beginning.

Containing an area of 1.81 acres of land, more or less.

BASIS OF BEARING: NAD 1983(94), Nevada State Plane, West Zone.



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TUSCARORA GAS TRANSMISSION COMPANY

POR. SEC 1, T20N, R23E, MDM WASHOE COUNTY

NEVADA

80400692 MAY, 2002

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Reno NV 89511

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EXHIBIT A4 (1 of 3)

Stantec

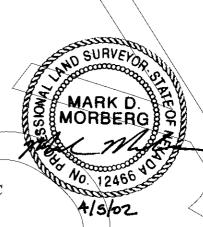
February 21, 2002 Project No. 80400692

Legal Description

TUSCARORA GAS TRANSMISSION COMPANY ACCESS EASEMENT

OWNER: NEVADA LAND & RESOURCE CO. LLC

APN: 084-040-06



The following describes a thirty (30) foot wide access easement, situate within a portion of Section 1, T20N, R23E, MDM, County of Washoe, State of Nevada, lying fifteen (15) feet on each side of the following described centerline:

BEGINNING at a point on the southwesterly edge of an existing dirt road from which a scribed stone marking the south one quarter (1/4) corner of Section 36, T21N, R23E, MDM bears N 12°24'38" E, 3607.90 feet distant;

Thence departing said southwesterly line S 83°00'32" W, 19.93 feet,

Thence along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 37°31'17" and an arc length of 32.74 feet;

Buildings

Thence S 45°29'15" W, 83.30 feet;

Environment

Thence along the arc of a curve to the right, having a radius of 50.00 feet, through a central angle of 75°56'42" and an arc length of 66.27 feet;

Industrial

Thence N 58°34'03" W, 92.68 feet;

Transportation

Thence along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 32°05'00" and an arc length of 28.00 feet;

Urban Land

Thence S 89°20'56" W, 80.25 feet to the southeasterly right-of-way line of a Tuscarora Gas Transmission Company easement and the Point of Terminus for this description, from which a scribed stone marked as a witness corner for the southwest corner of said Section 1 bears S 40°47'21" W 2200.38 feet distant.

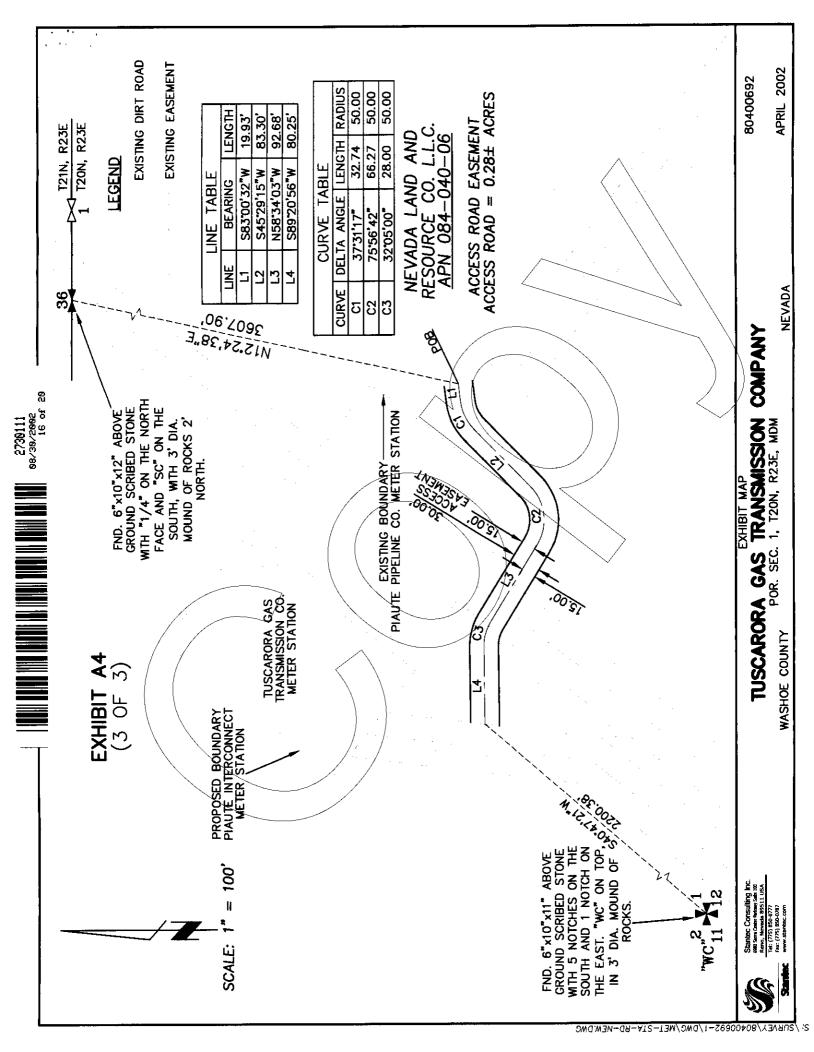
EXHIBIT A4 (2 of 3)

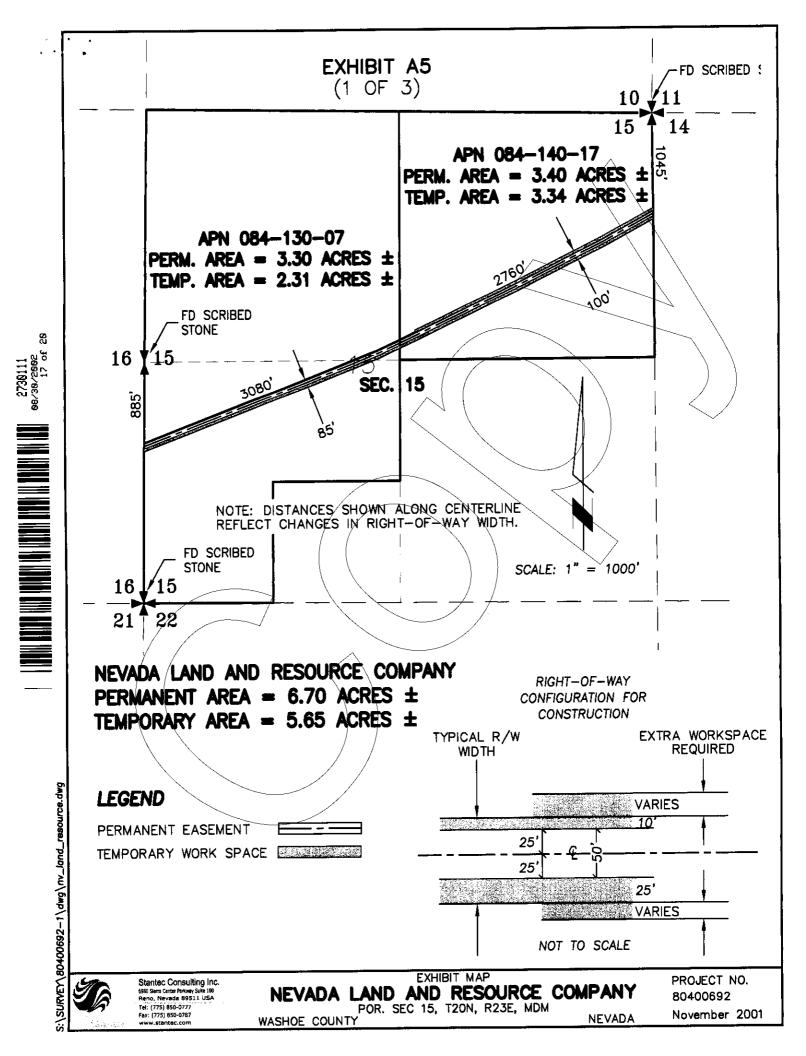
Containing an area of 0.28 acres of land, more or less.

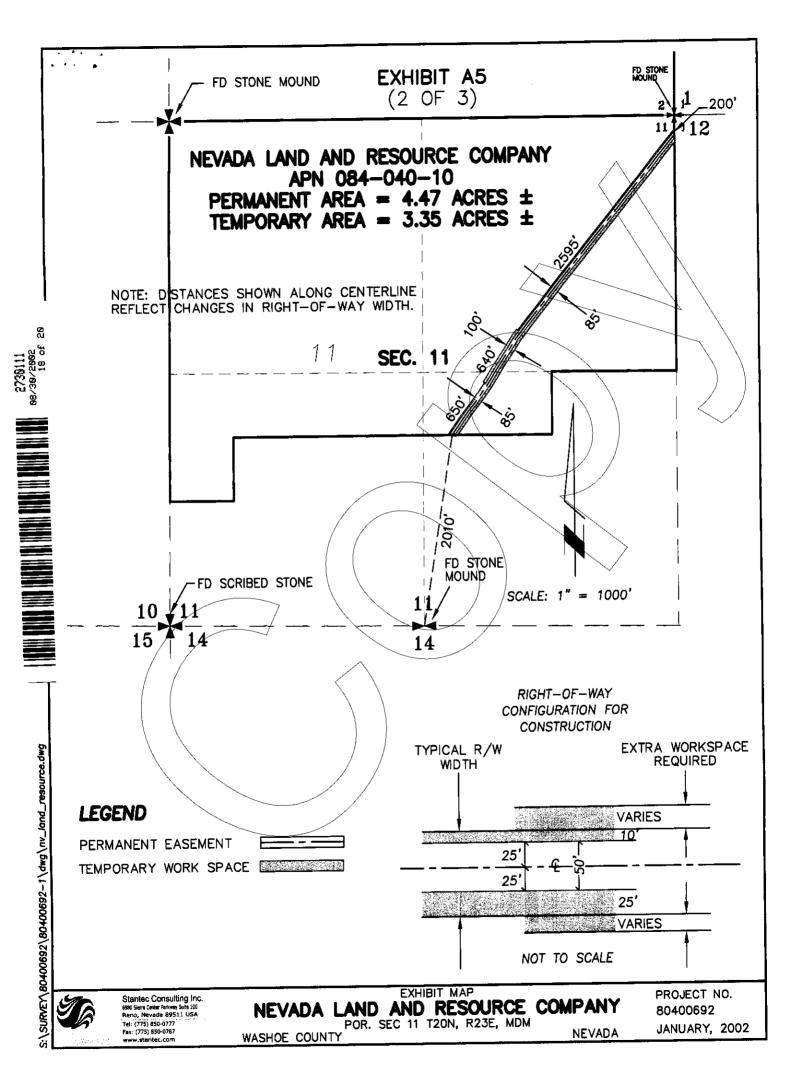
BASIS OF BEARING: NAD 1983(94), Nevada State Plane, West Zone.

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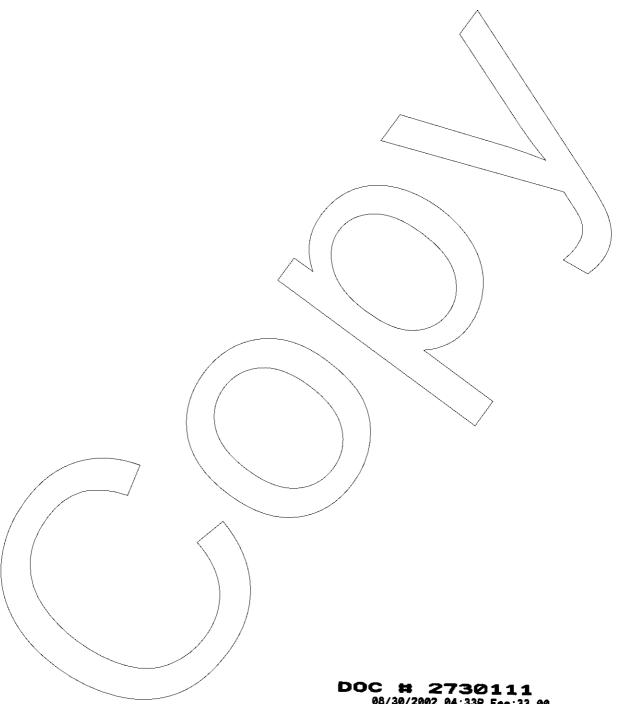
WASHOE COUNTY

JULY, 2002

NEVADA

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BK1

Requested By

JOHN J GEZELIN

Washoe County Recorder

Kathryn L. Burke - Recorder

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