

THIS INDENTURE, made and entered into this 15 day of October, 1964, by and between ROYSTON COALITION MINES LTD., a Nevada corporation, hereinafter called "Grantor", and SIERRA PACIFIC POWER COMPANY, a Maine corporation, hereinafter called the "Grantee";

W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, this day in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and other considerations, and subject to all the terms and conditions hereof, the Grantor hereby grants and gives to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission line, together with necessary guys and anchors, supporting structures, insulators and crossarms, and other necessary or convenient appurtenances connected therewith, across, over and upon the following described lands and premises, situate in the County of Eureka, State of Nevada, to wit:

A portion of Sheep Creek No. 2 placer claim in the Lynn Mining District, Eureka County, located by Leon Hanson and Arthur Hanson, dated April 30, 1957, as described by Location Certificate recorded in Book "J" of Outside District Mining Records, Page 467, File No. 32985, Records of Eureka County, Nevada.

An easement 50.0 feet in width and being 25.0 feet on each side of the following described center line: Commencing from the Southwest section corner of Section 11, T35N, R50E, MDB&M; thence North 81° 32' East 3036.0 feet to the true point of beginning, said point of beginning being the Northwesterly boundary of Sheep Creek No. 2 placer claim; thence South 47° 07' East 400.0 feet more or less, to the Southeasterly boundary of said placer claim.

IT IS FURTHER AGREED:

1. That the Grantee, its successors and assigns, shall at all times have ingress to and egress from said land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said power line, with the right to construct and maintain a roadway along the route of said power line.
2. That the Grantee shall be responsible for any damage to personal property, improvements, buildings, fences or animals, suffered by Grantor, by reason of the construction, maintenance or operation of said line.
3. That the Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, its heirs, successors and assigns, of and from any and all loss, damage or liability it may suffer or sustain by reason of any injury or damage to the person or property of another, caused by negligent construction, maintenance or operation of said power line.
4. That the Grantee, its successors and assigns, shall have the right from time to time to remove or clear and keep clear, any and all trees, underbrush, structures, or other obstructions upon said right of way, and such trees beyond the same as in the judgment of the Grantee may interfere with or endanger said lines or appurtenances when erected.
5. That the Grantor hereby retains the right to use the land within the said right of way for mining purposes and for agriculture or grazing purposes, and if in carrying on mining operations it is determined by the Grantor, its successors and assigns, that the property of Grantee located in said right of way interferes with such mining operations, Grantee, upon request, will at its expense move the property thereon to another place, and further, Grantor retains the right to use said right of way for any other purposes that will not conflict with the line clearance or access required by Grantee.

6. This right of way is strictly limited to the use of the Grantee and shall not be used or allowed to be used by any other persons for any other purposes than that provided in this instrument.

IN WITNESS WHEREOF, said Grantor has executed these presents the day and year hereinabove first written.

ROYSTON COALITION MINES, LTD.,
a Corporation

ATTEST:

[Signature]

By: *[Signature]*
President

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 15 day of October, 1964, personally appeared before me, a Notary Public in and for Salt Lake County, State of Utah, H. G. METOS and SID SPENCER, known to me to be the persons whose names are subscribed to the within instrument and known to me to be the President and Secretary of the corporation executing the foregoing instrument, and that upon oath they did depose that they are officers of said corporation as above designated; that they are acquainted with the corporate seal of said corporation and that the seal affixed to said instrument is the seal of said corporation; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned,

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

File No. 40567
RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
January 14 A. D. 1965
At 45 minutes past 11 A.M.
In Book 6 of OFFICIAL RECORDS
Page 377-379 Records of
EUREKA COUNTY, NEVADA
[Signature] Recorder
Fee \$3.65

