

DEED NO. 1031-M

THIS DEED, made January 18, 1967 by SOUTHERN PACIFIC COMPANY, a Corporation of the State of Delaware, hereinafter called Grantor, unto the TOWN OF CARLIN, hereinafter called Grantee,

WITNESSETH: That Grantor, for and in consideration of Ten and 00/100 (10.00) Dollars, receipt whereof is acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, subject to the conditions hereinafter expressed, the right to construct and install power facilities over, across, upon and under the hereinafter described real property, and the right to maintain, inspect, repair, replace, remove, use, operate and patrol said facilities, which shall consist of such aerial wires, cables and other electrical conductors and equipment, with associated poles in a single line, crossarms, braces, anchors and guys, and other appurtenances as Grantee may from time to time deem necessary, together with an easement and right of way therefor.

Said real property is situated in the County of Eureka, State of Nevada, more particularly described as follows:

STRIP I.

A strip of land 20.00 feet in width situate in Lot 2 of Section 17, Township 32 North, Range 51 East, Mount Diablo Base and Meridian, lying equally 10.00 feet on each side of the following described center line:

Beginning at a point in the west line of said

Section 17 distant 318.00 feet northwesterly, measured at right angles, from the center line of the eastbound lane of Interstate Route 80 as surveyed by the Nevada State Highway Department at Engineer's Station "OE" 964+25, P.O.T.; thence North $71^{\circ}33'55''$ East, parallel with said center line of the eastbound lane, 515.00 feet to a point hereinafter to be referred to as point "A"; thence North $60^{\circ}17'04''$ East, 875.00 feet to a point in center line of the existing pole line easement, distant northerly, 490.75 feet, measured at right angles from said center line of the eastbound lane.

The side lines of the above described strip of land terminate in said west line and in said existing easement.

STRIP II.

A strip of land, 20.00 feet in width, situate in Lot 2 of Section 17, Township 32 North, Range 51 East, Mount Diablo Base and Meridian, lying equally 10.00 feet on each side of the following described center line:

Beginning at a point in the southerly line of the above described Strip I, distant South $22^{\circ}15'$ East, 10.00 feet from the above mentioned point "A"; thence continuing South $22^{\circ}15'$ East, approximately 15 feet to the northerly right of way line of Interstate Route 80.

The side lines of the above described strip of land terminate in said southerly line and in said northerly line.

STRIP III.

A strip of land 20.00 feet in width, situate in Lot 3 of Section 17, Township 32 North, Range 51 East, Mount Diablo Base and Meridian, lying equally 10.00 feet on each side of the following described center line:

Beginning at a point in the southerly right of way line of Interstate Route 80 distant 290.00 feet southwesterly, measured at right angles from the center line of the eastbound lane of Interstate Route 80 as surveyed by the Nevada State Highway Department at Engineer's Station "Oe" 967+50.00 P.O.T.; thence South $71^{\circ}33'55''$ West, 170.00 feet to a point opposite Engineer's Station "Oe" 965+80.00 P.O.T.

The side lines of the above described strip of land

terminate in said right of way line and in a line drawn perpendicular to the above described center line at its westerly terminus.

Grantor also grants to Grantee, its successors and assigns, the following rights to be exercised by Grantee, its successors and assigns, and their respective contractors, agents, employees and servants, whenever and to the extent considered necessary by Grantee, its successors and assigns, for the complete enjoyment of the rights and right of way hereinbefore granted: (a) to trim or fell and remove any tree, shrub, bush, vine, brush, undergrowth or foliage within a distance of Ten (10) feet on each side of the aforesaid line, (b) to install and maintain gates in any fence crossing said facilities, and (c) to have ingress to and egress from said facilities and like facilities on neighboring real property.

Subject to the following conditions:

That Grantee shall not fence the right of way hereby conveyed.

That Grantee shall prevent the leakage of electric currents from Grantee's facilities to such extent as may be necessary to avoid interferences with other electrical transmission or communication lines.

Grantee shall indemnify Grantor against and hold it harmless from any and all loss, damage, and liability for damages, whether for damage to or loss of property, or injury to or death of person, which shall in any way arise out of or be connected with Grantee's operations hereunder, unless such damage, loss, injury or death

shall be caused solely by the negligence of Grantor.

That in the event of failure of Grantee to fully perform and comply with each and all of the conditions herein set forth, or in the event that said lands shall be used by Grantee for any other purpose than for that herein expressly granted, or in the event of non-use by Grantee of said right of way for a continuous period of two (2) years, then and in any of such events the right of way hereby granted, or such part or parts thereof as shall be used for such other purposes, or the use of which shall have been discontinued, shall thereupon immediately cease and determine and the right of use and possession thereof and the title thereto shall immediately revert to and revest in Grantor.

Upon termination, in any manner, of the rights herein granted, the Grantee within sixty (60) days after written notice from Grantor so to do shall remove its facilities from said right of way, or such part or parts thereof as shall have reverted to and revested in Grantor as herein provided, and in connection with such removal shall fill all excavations and restore the ground to substantially its original condition, failing in which the Grantor may do such work, the entire cost of which the Grantee covenants and agrees to pay to Grantor upon demand.

This conveyance is subject to all contracts, leases, liens, easements and encumbrances or claims of title which may affect the lands herein described and nothing herein contained shall be

construed as a covenant against the existence of any thereof.

All of the terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed by its officer, thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, on the day and year first hereinabove written.



SOUTHERN PACIFIC COMPANY

By [Signature]

Vice President

Attest [Signature]

Assistant Secretary

STATE OF CALIFORNIA, } ss.
City and County of San Francisco }

On this 27th day of January in the year One Thousand Nine Hundred and Sixty Seven
before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(85 Market St.)

W. D. Lamprecht and T. F. Ryan, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.



My Commission Expires June 14, 1969

Corporation

[Signature]
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires June 14, 1969.

Sale No. 737-M

Dated December 22, 1966

Authority No. E-534

FILE NO. 44359

Filed for record at the request of Town of Carlin

March 13, 1967, at 01 minutes past 8 A. M. Recorded in

Book 18 of Official Records, page 278-282, Records of EUREKA

COUNTY, NEVADA.

Fee: \$ No fee

[Signature] 75
Recorder.