

DEED NO. 1062-M

THIS DEED, made August 24, 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:

A strip of land, 20.00 feet in width, situate in the Northwest Quarter of Section 11, 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 center line of the right of way described in that certain deed dated August 14, 1951, from Southern Pacific Land Company to the Town of

Carlin distant South 82°47' East, 427 feet from Engineer Station "CE" 1145+00 of the center line of Eastbound Line SR-1 (IR-80), the bearing of said Eastbound Line is North 57°10'00" East for the purpose of this description; thence South 58°49'39" West, approximately 1,350 feet to the west line of said Section 11.

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

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.

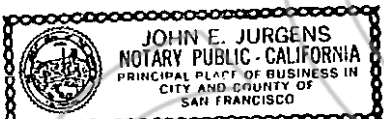
Value of interest conveyed herein does not exceed \$100

SOUTHERN PACIFIC COMPANY  
By [Signature] Vice President  
Attest [Signature] Assistant Secretary

**SEAL Affixed**

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

On this 14th day of September 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 L. E. Hoyt 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.



My Commission Expires June 14, 1969

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.

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

My Commission Expires June 14, 1969.

FILE NO. 15174  
Filed for record of the request of Town of Carlin  
November 13, 1967, at 03 minutes past 8 A. M. Recorded in  
Book 21 of Official Records, page 77-80, Records of EUREKA  
COUNTY, NEVADA.  
Fee: \$ 6.00 [Signature] Recorder