

55145

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 31st day of August, 1971, by and between RUBY HILL MINING COMPANY, a corporation of the State of Nevada, hereinafter called "Ruby Hill," and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, hereinafter called "Power Company";

W I T N E S S E T H :

Power Company desires the right to erect, maintain and operate a 230,000 volt electric transmission line across premises of Ruby Hill Mining Company, along a line described below, and Ruby Hill is willing to grant such right on the terms and conditions herein stated.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, this day in hand paid by Power Company to Ruby Hill, receipt of which is hereby acknowledged, and in consideration of the agreements on the part of Power Company set forth below, and subject to the terms and conditions hereof, Ruby Hill hereby grants and gives to Power Company, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain, during the term hereof, a 230,000 volt 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 Hope 14, 15, 16, 17 and 20; the August 6, 7, 8 and 9 unpatented lode mining claims situated in a portion of the south half of the southeast quarter and Lot 4 of Section 34, and a portion of Lots 10, 15 and 16 of Section 33, Township 20 North, Range 53 East, M.D.B. & M. in Eureka County, State of Nevada; said easement being one hundred twenty-five (125.0) feet in width and lying 62.5 feet on each side of a center line described as follows:

Beginning at a point on the easterly boundary of unpatented lode Claim August 7, from which point the Southeast corner of said Section 34 bears South 47° 53' 08" East 645.41 feet;

Thence North 81° 50' 32.3" West 5804.84 feet to a point on the westerly boundary of Hope 15 Claim, from which the Southwest corner of said Section 33 bears South 66° 14' 53" West 3291.65 feet.

(The boundary lines of the said easement are to be extended or foreshortened so as to terminate on the proper lines of Ruby Hill.)

together with the right of reasonable ingress and egress at all times to said easement for the purpose of constructing, repairing, renewing, altering, changing,

NO TAX DUE—EASEMENT  
E. P. Transfer Tax Due

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PAGE

patrolling and operating said power line and the right to construct and maintain and repair along the route of said power line, and the right to cut and remove trees, brush and overhanging branches and other obstructions which may injure or interfere with Power Company's use or enjoyment of said power line.

The boundary lines of said easement and the premises embraced therein are shown in red on the sketch attached hereto for reference, but said sketch shall not be controlling over the description above set forth.

The right and privilege herein granted to Power Company are subject to the following agreements and upon the following conditions:

Power Company acknowledges:

(a) That it is acquainted with the premises and knows that they may be used for mining purposes;

(b) That it intends said electric transmission line will pass through a substation to be constructed near Eureka, Nevada, from which electric power will be available to the area.

Power Company, in consideration of said grant, agrees that:

1. It will be responsible for any damage to personal property, improvements, buildings, fences or animals, suffered by Ruby Hill by reason of the construction, maintenance or operation of said line.

2. It will construct said power line so that it provides a minimum clearance of thirty (30) feet above all roads it crosses over, and in the event said power line, or any part thereof, or any facility referred to herein, shall interfere with any operation of Ruby Hill, its contractor or lessee, then upon reasonable notice from Ruby Hill to Power Company of such interference, Power Company will, at its sole cost and expense, relocate said power line and facility at some other convenient location designated by Ruby Hill which will not interfere with such operation.

3. Power Company, its successors and assigns, will at all times save and hold harmless Ruby Hill, its 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. It releases Ruby Hill from any claim or obligation of any kind or nature for or on account of the condition or use of the premises affected by the rights and privileges herein granted, or any condition resulting from operations conducted by Ruby Hill, its contractors or lessees, on or in the



vicinity of the premises affected by said rights and privileges.

5. All costs and expenses incurred in connection with the construction, inspection, maintenance, repair, alteration, relocation, replacement and removal of said power line shall be borne by Power Company.

6. In the construction, inspection, maintenance, repair, alteration, relocation, replacement and removal of said power line, Power Company will exercise due care, will not destroy, cover up, damage or move any of Ruby Hill's claim corners, survey stations, reference points or other monuments, and will observe and comply with all laws, rules and regulations now in effect or which may be enacted during the term hereof relating to the same.

7. In the event Power Company shall fail to use the rights and privileges herein granted for a continuous period of one (1) year, or shall continue in default in any of its agreements herein for a period of thirty (30) days after Ruby Hill gives Power Company written notice of such default by mailing, post-paid, or delivering such notice to Power Company at its office in Renio Nevada, Ruby Hill may, at its election, terminate the rights and privileges herein granted.

The parties mutually agree that:

(a) The rights and privileges herein granted shall continue in full force and effect until terminated as herein provided.

(b) Within sixty (60) days after termination of the rights and privileges herein granted, Power Company shall remove all property placed on, over or across said premises of Ruby Hill pursuant to this Agreement.

(c) Ruby Hill in no way warrants title to any of the rights and privileges herein granted and shall incur no liability or obligation to Power Company by way of failure of consideration, or otherwise, or at all, resulting from failure of Ruby Hill's title and the rights and privileges herein granted are subject to any and all grants of rights heretofore made by Ruby Hill or its predecessors in interest which may conflict herewith.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf by their respective corporate officers thereunto

duly authorized as of the day and year first above written.

ATTEST:  
**SEAL Affixed**  
George Gange  
George Gange, Secretary

RUBY HILL MINING COMPANY  
By Martin Horwitz  
Martin Horwitz, President

ATTEST:  
**SEAL Affixed**  
R. S. Leighton  
R. S. Leighton, Assistant Secretary  
STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

SIERRA PACIFIC POWER COMPANY  
By M. H. Atchison  
M. H. Atchison, Senior Vice-President

On this 1st day of September, 1971, personally appeared before me, the undersigned, a Notary Public in and for said County and State, Martin Horwitz, President of Ruby Hill Mining Company that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as designated, that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the same instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: Elaine Basin  
Elaine Basin, Notary Public  
Qualified in Queens County  
Commission Expires March 30, 1972

STATE OF Nevada }  
COUNTY OF Washoe } ss.

On this 29th day of September, 1971, personally appeared before me, the undersigned, a Notary Public in and for said County and State, M. H. Atchison, Senior Vice-Pres of Sierra Pacific Power Company that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as designated, that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

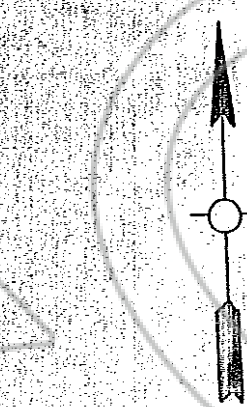
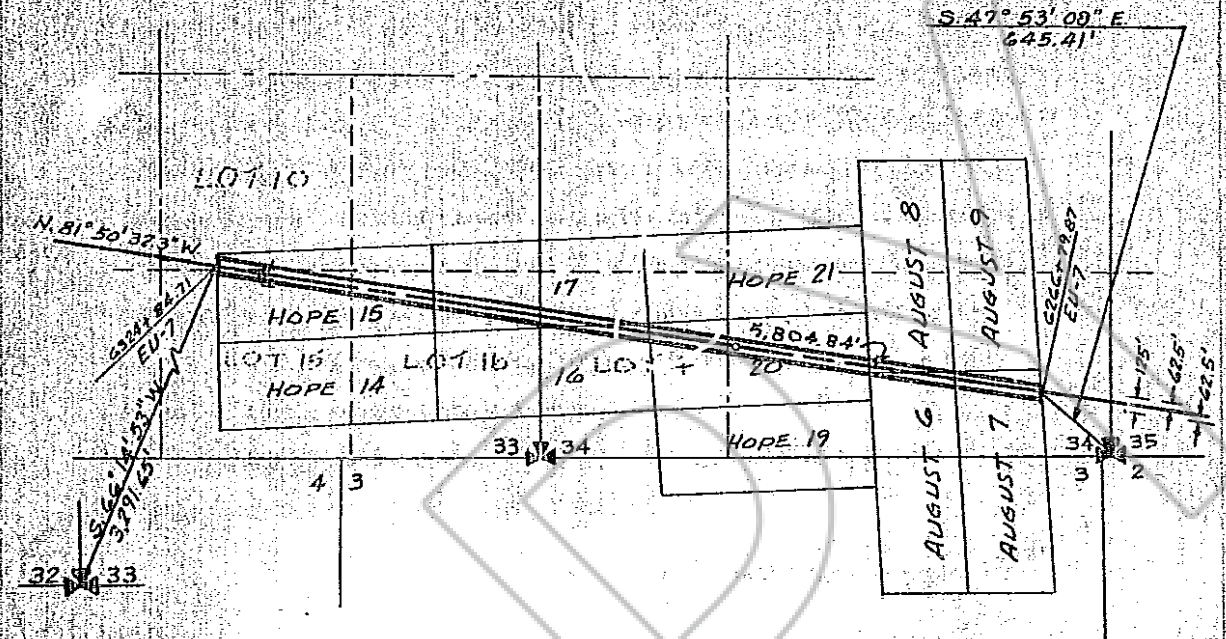
My Commission Expires: Giovanna B. Seguin  
Giovanna B. Seguin, Notary Public

GIOVANNA B. SEGUIN  
Notary Public - State of Nevada  
Washoe County  
My Commission Expires Jan. 11, 1973



CONSENT AND SUBORDINATION

T. 20 N. R. 53 E. M.D.B. & M.  
EUREKA COUNTY, NEVADA



R. W. MILLARD R.C.E., R.L.S. No. 217

1" = 1000'

CHECKED BY	SIERRA PACIFIC POWER COMPANY ENGR. DEPT.	
	DISTRICT EASTERN UNIT W. O. 01-1378-45	
	S.P.P.Co. & U.P. & L.	
APPROVED BY	230 KV INTERTIE-EASTERN UNIT OVER LAND OWNED BY GEORGE W. MITCHELL	
R/W EU-7	DR. BY <u>R. BAKER</u> DATE <u>5-19-71</u> REQ. BY _____	MAPPED BY _____ MAP SH. NO. _____ DATE _____

CONSENT AND SUBORDINATION

RICHMOND-EUREKA MINING COMPANY, a Maine corporation, SILVER EUREKA CORPORATION, a Nevada corporation, NEWMONT EXPLORATION LIMITED, a Delaware corporation, CYPRUS EXPLORATION COMPANY, a Nevada corporation, and HECLA MINING COMPANY, a Washington corporation, Lessees (Silver Eureka Corporation as successor of Eureka Corporation Limited and Newmont Exploration Limited as successor of Newmont Mining Corporation) under a Lease from Ruby Hill Mining Company, a Nevada corporation, which covers the premises described in the Agreement dated August 31, 1971 to which this Consent and Subordination is attached, hereby consent to Ruby Hill Mining Company's executing and delivering said Agreement, and subordinate their lease interest in said premises to the easement therein granted.

IN WITNESS WHEREOF, said corporations have executed this Consent and Subordination as of the 31st day of August, 1971.

SEAL  
Affixed

ATTEST:  
J. George Gange  
J. George Gange, Secretary

RICHMOND-EUREKA MINING COMPANY

By Jack Wilder  
Jack Wilder, President

SEAL  
Affixed

ATTEST:  
Judith L. Robinson  
Secretary

SILVER EUREKA CORPORATION

By T. L. ...

SEAL  
Affixed

ATTEST:  
Francis E. ...  
Secretary

NEWMONT EXPLORATION LIMITED

By ...

SEAL  
Affixed

ATTEST:  
Alma J. Ryan  
Asst. Secretary

CYPRUS EXPLORATION COMPANY

By J. H. ...

SEAL  
Affixed

ATTEST:  
William G. ...  
Secretary

HECLA MINING COMPANY

By W. H. ...  
President

SEAL  
Affixed



STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On this 1st day of September, 1971, personally appeared, before me, the undersigned, a Notary Public in and for said County and State, Jack Wilder President of Richmond-Eureka Mining Company that executed the foregoing Consent and Subordination, and upon oath did depose that he is the officer of said corporation as designated, that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires March 30, 1972  
ELAINE BARIN  
Notary Public, State of New York  
Qualified in Queens County

Elaine Barin  
Notary Public

SEAL  
Affixed

STATE OF New York }  
COUNTY OF New York } ss.

On this 3rd day of September, 1971, personally appeared before me, the undersigned, a Notary Public in and for said County and State, Raymond Gaidaly President of Silver Eureka Corporation that executed the foregoing Consent and Subordination, and upon oath did depose that he is the officer of said corporation as designated, that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:  
HELEN F. MEARES  
Notary Public, State of New York  
No. 41-2644900 - Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1973

Helen F. Meares  
Notary Public

SEAL  
Affixed

STATE OF New York }  
COUNTY OF New York } ss.

On this 21st day of September, 1971, personally appeared before me, the undersigned, a Notary Public in and for said County and State, P. Malozemoff President of Newmont Exploration Limited that executed the foregoing Consent and Subordination, and upon oath did depose that he is the officer of said corporation as designated, that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:

Leticia Alberiche  
Notary Public

LETICIA ALBERICHE  
NOTARY PUBLIC, State of New York  
No. 31-5035600  
Qualified in New York County  
Commission Expires March 30, 1972

SEAL  
Affixed



STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On this 9th day of September, 1971, personally appeared before me the undersigned, a Notary Public in and for said County and State, G. S. Hansen, Wilms J. Ryan of Cyprus Exploration Company that executed the foregoing Consent and Subordination, and upon oath did depose that he is the officer of said corporation as designated, that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: \_\_\_\_\_  
OFFICIAL SEAL  
GLORIA M. JUDGE  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Expires February 7, 1972

Gloria M. Judge  
Notary Public

STATE OF Idaho )  
COUNTY OF Shoshone ) ss.

On this 9th day of September, 1971, personally appeared before me the undersigned, a Notary Public in and for said County and State, W. H. Love, W. J. James of Hecla Mining Company that executed the foregoing Consent and Subordination, and upon oath did depose that he is the officer of said corporation as designated, that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:  
12-1-71

Louise J. Smith  
Notary Public



RECORDED AT THE REQUEST OF Sierra Pacific Power Company  
on October 14, 1971, at 53 mins. past 10 A. M. in  
Book 40 of OFFICIAL RECORDS, page 510-517 RECORDS OF  
EUREKA COUNTY, NEVADA. Willie A. McLeod Recorder.  
File No. 55145 Fee \$ 10.00