

Approved as to form by General Counsel
July 16, 1973

L-3347

Deed No. _____

This Deed, made November 13, 1981, by SOUTHERN PACIFIC LAND COMPANY
_____, a Corporation of the State of California, hereinafter called Grantor, unto CALVIN
DEAN STITZEL, RITA ANN STITZEL, HAROLD LUND and LEORA J. LUND

_____ collectively
hereinafter called Grantee,

Witnesseth: That Grantor, for and in consideration of \$500
_____ Dollars, receipt whereof is acknowledged, does hereby
grant to Grantee, subject to the provisions hereof, a right of way for a water transmission line
10 feet in width as now existing

over, upon and across the following lands situated in the County of Eureka
State of Nevada, described as follows:

The SE1/4 of NE1/4 and the E1/2 of SE1/4 of Sec. 35, Twp. 32
North, Rge. 51 East, MDM.

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Reserving unto Grantor, its successors and assigns, the right to use the property for any and all purposes which will not interfere with Grantee's enjoyment of the easement hereby granted, including without limiting the generality of the foregoing, the exclusive reserved right to explore for, extract, mine and remove all minerals and mineral ores therein of every kind and character, including, but not limited to, oil, natural gas, hydrocarbon substances, and geothermal steam, brines and minerals in solution, sand, gravel and aggregates, in and underlying said property.

Subject to the following conditions:

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

Any and all underground facilities constructed hereunder shall be laid and maintained at least 18 inches but not more than ten (10) feet below the surface of the ground and trenches shall be filled in and the ground maintained in its natural condition. In the event that the Grantee has the right to construct electric power lines hereunder the Grantee shall prevent the leakage of electric currents from Grantee's wires to such extent as may be necessary to avoid interference with other electrical transmission or communication lines.

That in the event of failure of Grantee to fully perform and comply with each and all of the provisions herein set forth, or in the event that said lands shall be used by Grantee for any other purpose than for the easement herein expressly granted, or in the event of non-use by Grantee of said rights of way for a continuous period of two (2) years then and in any of such events the rights 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.

Grantee shall indemnify Grantor against and hold Grantor 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.

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 structures and other property from said rights 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 and dispose of said structures and property, the entire cost of which the Grantee covenants and agrees to pay to Grantor upon demand.

This grant of easement 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.

That in the event said facilities shall interfere with Grantor's use of the above described property, Grantee agrees to relocate said facilities at Grantee's cost and expense, within sixty (60) days after the receipt of written notice from Grantor to do so, to a satisfactory location designated by Grantor upon Grantor's property, provided that the necessary right of way therefor is granted to Grantee without additional consideration therefor. Upon relocation of said facilities all of the right, title and interest of Grantee in the portion of the right of way from which such facilities are relocated shall forthwith cease and determine and Grantee shall execute and deliver to Grantor such written relinquishment thereof as Grantor may require.

All of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the respective heirs, personal representatives, 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 LAND COMPANY

By C. J. Pindie President.

Attest T. F. O'Hara, III ASSISTANT Secretary.

File No. _____ Date _____ Authority No. _____

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On this 2nd day of December in the year One Thousand Nine Hundred and Eighty One before
me, CATHERINE G. GULBRONSON a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
O. G. Linde and T. F. O'Donnell

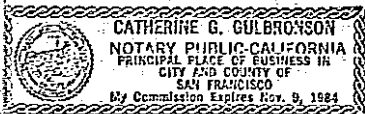
(One Market Plaza)

known to me to be the President and
Assistant Secretary

of the corporation _____ described in and that executed the within instrument, and also known
to me to be the person S who executed it on behalf of the corporation _____ therein named
and the Y 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
above written.

Catherine Gulbrunson
Notary Public in and for the City and County of San Francisco, State of California.



Corporation

My Commission Expires November 9, 1984

RECORDED AT REQUEST OF
Harold Lund
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81 DEC 29 P 2: 16

OFFICIAL RECORDS
ESPERA COUNTY, NEVADA
WILLIS A. OLFAGLI - RECORDER
FILE NO. 82702
FEE 16.00

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