

6248V-2

Recording requested by and  
when recorded mail to:

100849

Madeleine E. Sloane  
Santa Fe Southern Pacific Corporation  
201 Mission Street, 30th Floor  
San Francisco, CA 94105

E A S E M E N T

THIS DEED, made September 18, 1985, by SOUTHERN PACIFIC LAND COMPANY, a Corporation of the State of California, hereinafter called Grantor, unto WELLS RURAL ELECTRIC COMPANY, a non-stock, non-profit, cooperative corporation of the State of Nevada, hereinafter called Grantee,

WITNESSETH:

That Grantor, for and in consideration of One Thousand Seven Hundred Seventy-Three Dollars and Sixty-Nine Cents (\$1,773.69), receipt whereof is acknowledged, does hereby grant to Grantee, subject to the provisions hereof, a right of way over, upon and across the lands situated in the County of Eureka, State of Nevada, described on Exhibit A, attached and made a part hereof, for the right to erect, construct, reconstruct, replace, repair, inspect and maintain an electric distribution and/or transmission system on, over, or through said land with all necessary towers, poles, supporting structures, foundations and footings, including such wire, cables, guys, anchors, appliances and fittings and all necessary crossarms, and other appliances and braces and fixtures used in connection with such facilities.

Together with the right to use, license, permit or otherwise agree to joint use or occupancy of the line or system by any other person, entity, association or corporation for electrification or communication purposes.

Together with the right of ingress to and egress from the strip of land described herein over and across land owned by Grantor in Sec. 31, Twp. 32N., Rge. 52E., M.D.M.; Sec. 9, Twp. 29N., Rge. 52E., M.D.M.; Sec. 21, Twp. 29N., Rge. 52E., M.D.M.; Sec. 33, Twp. 29N., Rge. 52E., M.D.M.; Sec. 9, Twp. 28N., Rge. 52E., M.D.M.; Sec. 17, Twp. 32N., Rge. 51E.; Sec. 21, Twp. 32N., Rge. 51E., M.D.M., by means or roads, lanes or streets thereon, if there is or may hereafter be such, otherwise by reasonable route or routes, to be selected by Grantee, which shall occasion the least damage and inconvenience to Grantor.

Together with the right to cut, trim and control the growth by chemical means, machinery or otherwise, of trees and shrubbery located within or on either side of said strip which may interfere with or threaten to endanger the operation of said line or system.

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 thirty-six (36) 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 the 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.

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.



By: Douglas W. Hall  
Vice President  
SOUTHERN PACIFIC LAND COMPANY

Attest: Janette Lea Cabral

STATE OF CALIFORNIA }  
City and County of San Francisco } S.S.

On this 26th day of SEPTEMBER in the year One Thousand Nine Hundred and Eighty FIVE  
before me, JANETTE LEA CABRAL, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared  
(Pacific Gateway Building)

DOUGLAS W. HALL



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as president (or secretary) or on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

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.

Janette Lea Cabral  
Notary Public in and for the City and County of San Francisco, State of California.

Corporation  
My Commission Expires December 13, 1985



EXHIBIT A

PV-7-A-1

A strip of land 30 feet in width lying 15 feet easterly and 15 feet westerly and parallel with the following described centerline, lying in Lots 6, 7, and 14, Section 31, T. 32 N., R. 52 E., M.D.M.;  
Beginning in the West  $\frac{1}{2}$  corner of the said Section 31;  
thence S.  $89^{\circ}01'20''$  E. 1222.9 feet along the north boundary of Lot 6, Section 31 to a point, said point being the REAL POINT OF BEGINNING;

thence S.  $20^{\circ}04'19''$  W. 1277.1 feet to a point;

thence S.  $00^{\circ}03'01''$  E. 2680.3 feet to a point on the south boundary of the said Section 31 marking the point of ending, containing 2.73 acres, more or less. /

PV-22-A-1

A strip of land lying in the E $\frac{1}{2}$ , Section 9, T. 29 N. R. 52 E., M.D.M.

Beginning at the North  $\frac{1}{2}$  corner of the said Section 9;

thence S.  $00^{\circ}05'20''$  W. 1517.3 feet along the west boundary of the said E $\frac{1}{2}$ , Section 9 to a point on the easterly right-of-way of the powerline, said point being the REAL POINT OF BEGINNING;

thence S.  $10^{\circ}02'59''$  E. 319.1 feet along the easterly right-of-way of the powerline to a point;

thence S.  $00^{\circ}46'05''$  W. 3434.9 feet along the easterly right-of-way of the powerline to a point on the south boundary of the said Section 9;

thence West 15.4 feet along the south boundary of the said Section 9 to the southwest corner of the said E $\frac{1}{2}$ , Section 9;

thence N.  $00^{\circ}05'20''$  E. 1230.6 feet along the west boundary of the said E $\frac{1}{2}$ , Section 9 to a point;

thence N.  $00^{\circ}46'05''$  E. 2201.8 feet along the westerly right-of-way of the powerline to a point;

thence N.  $10^{\circ}02'59''$  W. 148.4 feet along the westerly right-of-way of the powerline to a point on the west boundary of the said E $\frac{1}{2}$ , Section 9;

thence N.  $00^{\circ}05'18''$  E. 170.5 feet along the west boundary of the said E $\frac{1}{2}$ , Section 9, to the REAL POINT OF BEGINNING, containing 2.32 acres, more or less. /

PV-24-A-1

A strip of land 30 feet in width lying 15 feet easterly and 15 feet westerly and parallel with the following described centerline, lying in the E $\frac{1}{2}$ , Section 21, T. 29 N., R. 52 E., M.D.M.;

Beginning at the northeast corner of the said E $\frac{1}{2}$ , Section 21;

thence West 2666.2 feet along the north boundary of the said E $\frac{1}{2}$ , Section 21 to a point on the westerly right-of-way of Nevada State Highway 278;

thence S.  $04^{\circ}00'00''$  E. 1468.4 feet along the westerly right-of-way of Nevada State Highway 278 to the REAL POINT OF BEGINNING;

thence S.  $00^{\circ}09'28''$  W. 1117.0 feet to a point;

thence S.  $03^{\circ}59'45''$  E. 2686.5 feet to a point on the south boundary of the said E $\frac{1}{2}$ , Section 21 marking the point of ending, containing 2.62 acres, more or less. /

PV-26-A-1

A strip of land 30 feet in width lying 15 feet easterly and 15 feet westerly and parallel with the following described centerline, lying in the E $\frac{1}{2}$ , Section 33, T. 29 N., R. 52 E., M.D.M.;

Beginning at the northeast corner of the said E $\frac{1}{2}$ , Section 33;

thence N. 88°50'50" W. 1927.2 feet along the north boundary of the said E $\frac{1}{2}$ , Section 33 to a point, said point being the REAL POINT OF BEGINNING;

thence S. 03°59'45" E. 5400.4 feet to a point on the south boundary of the said E $\frac{1}{2}$ , Section 33 marking the point of ending, containing 3.72 acres, more or less. ✓

PV-28-A-1

A strip of land 30 feet in width lying 15 feet easterly and 15 feet westerly and parallel with the following described centerline, lying in the N $\frac{1}{2}$ , Section 9, T. 28 N., R. 52 E., M.D.M.;

Beginning at the northeast corner of the said N $\frac{1}{2}$ , Section 9;

thence West 1293.1 feet along the north boundary of the said N $\frac{1}{2}$ , Section 9 to a point, said point being the REAL POINT OF BEGINNING;

thence S. 01°20'09" E. 2045.4 feet to a point;

thence S. 04°04'35" W. 572.3 feet to a point on the south boundary of the said N $\frac{1}{2}$ , Section 9 marking the point of ending, containing 1.80 ✓ acres, more or less.

HT-1-A-1

A strip of land 30 feet in width lying 15 feet easterly and 15 feet westerly and parallel with the following described centerline, lying in the E $\frac{1}{2}$ , Section 17, T. 32 N., R. 51 E., M.D.M.;

Beginning at the northeast corner of the said Section 17;

thence S. 44°06'20" W. 3158.9 feet to a point on an existing powerline, said point being the REAL POINT OF BEGINNING;

thence S. 33°40'03" E. 2956.0 feet to a point;

thence N. 84°36'32" E. 570.5 feet to a point on the east boundary of the said Section 17 marking the point of ending, containing 2.43 acres, more or less. ✓

HT-1-A-2

A strip of land 30 feet in width lying 15 feet easterly and 15 feet westerly and parallel with the following described centerline, lying in the W $\frac{1}{2}$ , Section 21, T. 32 N., R. 51 E., M.D.M.;

Beginning at the northwest corner of the said Section 21;

thence N. 89°34'20" E. 756.2 feet along the north boundary of the said W $\frac{1}{2}$ , Section 21 to a point, said point being the REAL POINT OF BEGINNING;

thence S. 19°14'12" E. 5637.7 feet to a point on the south boundary of the said W $\frac{1}{2}$ , Section 21 marking the point of ending, containing 3.88 acres more or less.

RECORDED AT REQUEST OF

*Vaughn, Hull, Copenhagen & Hansen Ltd.*  
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OFFICIAL RECORDS  
EUREKA COUNTY, CALIFORNIA  
H.M. REDELEIGH, RECORDER  
FILE NO. 100849  
FEE \$ 9.00

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