

112600

After Recordation Return To:  
SIERRA PACIFIC POWER COMPANY  
Right-of-Way Department  
P.O. Box 10100  
Reno, Nevada 89520

APN  
04-030-04, 04-090-03 and 08  
Work Order No.  
87-09834-23

=====

GRANT OF EASEMENT  
FOR  
BLANKET ELECTRIC DISTRIBUTION, TRANSMISSION AND SUBSTATION

THIS INDENTURE, made and entered into this 12th day of August, 1987, by and between ELKO LAND AND LIVESTOCK COMPANY, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

THAT THE GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant to Grantee, its successors and assigns, permanent and exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate one or more electric lines, hereinafter called "utility facilities", together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, markers, conduits, pull boxes, vaults, fixtures, substation and other necessary or convenient appurtenances connected therewith, across, over, under, and through the following described property situate in the County of Eureka, State of Nevada, to-wit:

See the Attached Exhibit A

IT IS FURTHER AGREED:

1. That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said utility facilities.

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2. That Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth.

3. That Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, his heirs, successors and assigns, of any and all loss, damage or liability he may suffer or sustain by reason of any injury or damage to any person or property caused by the negligent construction, maintenance, or operation of said utility facilities by Grantee.

4. In the event Grantor determines it is necessary to relocate any portion of the power line, and/or appurtenances, in order to safely develop or mine minerals owned by Grantor on property included in or adjacent to the property described herein, then on sixty (60) days notice, Grantee agrees to relocate said power line and appurtenant facilities, at cost to Grantor, to a satisfactory location designated by Grantor upon Grantor's property, provided that the necessary easement therefor is granted to Grantee without additional consideration. Grantor and Grantee shall execute any amendatory documents necessary or expedient as a result of such relocation.

Subject to the above described right to relocate the power line, Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which in the judgement of the Grantee is inconsistent with Grantee's use of the easement.

5. Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from said right of way, which in the judgment of Grantee may interfere with or endanger the construction, operation, and maintenance of its utility facilities.

6. That Grantee, its successors and assigns, shall have the right to exclusive use and control of the substation site including the right to fence, lock, and otherwise control access to the facility at all times.

7. Facilities under this easement to be located at the mutual consent of the Grantee and the operator of the Newmont Gold Company's Carlin Operation at the time of construction.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AN TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns forever.

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IN WITNESS WHEREOF, The Grantor has caused these presents duly to be executed the day and year first above written.

ELKO LAND AND LIVESTOCK COMPANY

By: Robert L. Berger  
Title: Vice President

STATE OF )  
  ) ss.  
COUNTY OF )

On this 12th day of AUGUST, 1987, personally appeared before me, a Notary Public, Robert Zorqa, a Vice President of ELKO LAND AND LIVESTOCK COMPANY, who acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

Laurel M. Hanson  
Notary Public

My Commission Expires:

Nov. 5, 1990



EXHIBIT A  
ELKO LAND AND LIVESTOCK COMPANY

Legal Description  
Work Order No. 87-09834-23

A portion of the Northeast one-quarter of Section 15, the West one-half of Section 3, Township 35 North, Range 50 East and a portion of the South one-half of Section 32, Township 36 North, Range 50 East, M.D.M., Eureka County, Nevada.

An easement, 50.0 feet in width, lying 25.0 feet on each side of the following described centerline:

PARCEL I

COMMENCING at the field found 1914 GLO Brass Cap marking the North quarter corner of said Section 15;

Thence North  $89^{\circ} 45'$  East, 88.61 feet along the North Section line to the TRUE POINT OF BEGINNING;

Thence South  $29^{\circ} 32' 08''$  East, 2330.57 feet to Sierra Pacific Power Company Pole No. 112179 in the #643 Line, the Southerly terminus.

PARCEL II

COMMENCING at the field found 1914 GLO Brass Cap marking the Southwest corner of said Section 3;

Thence North  $89^{\circ} 50'$  East, 1165.94 feet along the Southerly Section line to the TRUE POINT OF BEGINNING;

Thence North  $03^{\circ} 31' 29''$  East, 3673.79 feet;

Thence North  $06^{\circ} 31' 29''$  West, 1381.61 feet;

Thence North  $11^{\circ} 17' 53''$  West, 988.40 feet to the Northerly Section line of said Section 3, the Northerly terminus.

PARCEL III

COMMENCING at the field found 1914 GLO Brass Cap marking the Northwest corner of said Section 3;

Thence East 990.80 feet;

Thence North  $11^{\circ} 17' 53''$  West, 533.48 feet;

Thence North  $24^{\circ} 11' 07''$  West, 1390.06 feet;

Thence South  $65^{\circ} 45' 35''$  West, 375.60 feet;

Thence North  $28^{\circ} 18' 51''$  West, 798.17 feet;

Thence North  $14^{\circ} 23' 08''$  West, 70.10 feet to the center of the proposed new sub station (Rodeo Sub), the Northerly terminus.

EXHIBIT A  
ELKO LAND AND LIVESTOCK COMPANY  
Legal Description

Work Order No. 87-09834-23

A portion of the Southwest one-quarter of Section 32, Township 36 North, Range 50 East, M.D.M., Eureka County, Nevada.

An easement over a portion of said Section 32, more particularly described as follows:

COMMENCING at the field found 1914 GLO Brass Cap marking the Northwest corner of Section 3, Township 35 North, Range 50 East;

Thence North  $11^{\circ} 12' 06''$  West, 2306.37 feet to the Southwest corner of the New Rodeo Substation site, the TRUE POINT OF BEGINNING;

Thence North  $14^{\circ} 23' 08''$  West, 95.0 feet;

Thence North  $75^{\circ} 36' 52''$  West, 110.0 feet;

Thence South  $14^{\circ} 23' 08''$  West, 95.0 feet;

Thence South  $75^{\circ} 36' 52''$  East, 110.0 feet back to the TRUE POINT OF BEGINNING.

RECORDED AT THE REQUEST OF  
*Steele Pacific Lumber Co*  
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87 OCT 19 10:33

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. RCDALERT, RECORDER  
FILE NO. 112600  
FEE \$ 7.00

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