

After Recordation Return To:

APN:

SIERRA PACIFIC POWER COMPANY
Right-Of-Way Department
P.O. Box 10100
Reno, Nevada 89520

117479

Work Order No:
87-3153-23

GRANT OF EASEMENT
FOR
ELECTRIC POWER SUBSTATION ADDITION

THIS INDENTURE, made and entered into this 26th day of January, 1988, 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 install and operate an electric power substation, consisting of transformers, voltage regulators and switching equipment with necessary shelters and appurtenances situated 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.
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

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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 substation 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 substation and appurtenances, at cost to Grantor, to a satisfactory location designated by Grantor upon Grantor's property, provided that the necessary easement therefore 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 substation or appurtenances, 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 AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns forever.

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

By: *[Signature]*
Title: President

STATE OF Nevada)
COUNTY OF Elko)

On this 5th day of February, 1988, personally appeared
before me, a Notary Public, W. Neil Day, a
President of Wheeler and Livestock, who
acknowledged to me that he executed the foregoing instrument on
behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
Dec. 10, 1989

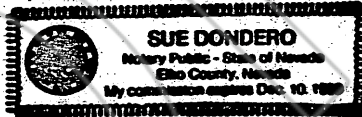


EXHIBIT A

A portion of the Southwest one-quarter of Section 7,
Township 33 N, Range 49 East, M.D.B. & M., Eureka County,
State of Nevada.

An electrical easement 40.0 feet by 45.0 feet more
particularly described as follows:

COMMENCING at the field found West one-quarter of said
section 7;

Thence South $84^{\circ}36'19''$ East, 734.71 feet to the
Southwest corner of the T Lazy S Substation as shown on
Document 62675, Book 58, Pages 215-216, filed January
26, 1977, Records of Eureka County;

Thence North $89^{\circ}08'42''$ East, 25.0 feet along the
Southerly property line of said Substation to the TRUE
POINT OF BEGINNING;

Thence continuing North $89^{\circ}08'42''$ East, 40.0 feet;

Thence South $00^{\circ}20'$ West, 45.0 feet;

Thence South $89^{\circ}08'42''$ West, 40.0 feet;

Thence North $00^{\circ}20'$ East, 45.0 feet back to the South
property line of T Lazy S Substation.

RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
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'88 MAR 23 P2:18

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.M. REBALLATI, RECORDER
FILE NO. 17479
FEE \$ 8.00

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