

After Recordation Return To:

APN: 04-030-04

Sierra Pacific Power Co.
Right-of-Way Department
P.O. Box 10100
Reno, Nevada 89520-0026

117568

Work Order No. 87-3128-28

GRANT OF TEMPORARY EASEMENT
FOR
ELECTRIC TRANSMISSION LINE

THIS INDENTURE, made and entered into this 29th day of February, 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, for a period ending September 30, 1988, temporary 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 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 during the term of this Easement 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,

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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. Upon termination of this Temporary Easement, Grantee shall remove all facilities constructed or erected pursuant hereto and will reclaim to satisfaction of Grantor all surface disturbance resulting from Grantee's exercise of the rights granted herein.

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. 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.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditament, 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 until September 30, 1988.

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: _____

Title: _____

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STATE OF)

COUNTY OF)

On this 4th day of March, 1988, personally appeared before me, a Notary Public, G. Neil Hall, President of Elko Land and Livestock Company who acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

Beth Warren
Notary Public

My Commission Expires:

2-1-92

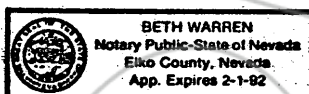


Exhibit A

A portion of the West one-half of the Southwest one-quarter of Section 29 and the East one-half of Section 32, in Township 36 North, Range 50 East, M.D.M., Eureka County, Nevada.

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

COMMENCING at the field found West one-quarter corner of said Section 29;

Thence South 89° 59' 25" East, 713.51 feet along the East West center of section line to the TRUE POINT OF BEGINNING;

Thence South 24° 44' 05" West, 457.45 feet;

Thence South 13° 24' 26" East, 1757.21 feet;

Thence South 42° 11' 03" West, 233.20 feet;

Thence South 01° 14' 40" West, 1700.75 feet;

Thence South 13° 04' 48" East, 2268.05 feet to a new pole interset in the existing 60 kv line, the Southerly terminus.

Also with the right to install guy and anchor facilities at angle pole and terminal pole locations, said guy and anchor facilities to be extended not more than 60.0 feet from poles so supported.

RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.M. REBALEATI, RECORDER
FILE NO. 117568
FEE \$ 8.00

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