

After Recordation Return To:

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

A.P.N.: 04-030-04

Work Order Number:
87-3567-23

119973

**GRANT OF EASEMENT
FOR
ELECTRIC TRANSMISSION AND DISTRIBUTION**

THIS INDENTURE, made and entered into this 18th day of April, 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 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

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IT IS FURTHER AGREED:

1. The term of the easement granted herein is perpetual provided such is continuously used for the utility purposes for which it has been granted. Should the Grantee fail to use the easement herein for a continuous period of more than SIX (6) months the same shall be deemed abandoned and the Grantee's rights to such easement shall cease.

2. 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.

3. 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.

4. 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.

5. 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 mutually satisfactory location. If such new location is on the Grantor's property such location shall be designated by the Grantor which will be granted to the Grantee without further consideration, if such is on other property the Grantor will bear the expense of acquiring the lands required. 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.

6. 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.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the revision 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 dully to be executed the day and year first above written.

ELKO LAND AND LIVESTOCK COMPANY

By: *G. Neil Hall*
President

STATE OF NEVADA)
)
COUNTY OF ELKO)

On this 3rd day of May, 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:
02-1-92



EXHIBIT A

PARCEL 1

A portion of Sections 33 and 28, Township 36 North, Range 50 East, M.D.M., Eureka County, Nevada.

COMMENCING at the Southwest corner of said Section 33 and proceeding thence along the South line of said Section 33 South 89° 31' 22" East 1,380.44 feet, to the True Point of Beginning, said point also being on the centerline of said 90 foot wide right-of-way. Thence along said centerline North 00° 08' 18" East 7,963.09 feet to the point of ending, said point lying on the North line of the Southwest one-quarter of said Section 28.

The sidelines of said right-of-way shall be lengthened or shortened so as to terminate on the end lines.

PARCEL 2

A portion of Section 28, Township 36 North, Range 50 East, M.D.M., Eureka County, Nevada.

COMMENCING at the West one-quarter corner of said Section 28 and proceeding thence along the South line of the Northwest one-quarter of said Section 28 South 89° 25' 48" East 1,301.95 feet, to a point on the centerline of said 90 foot wide right-of-way. Thence along said centerline North 00° 08' 18" East 1,327.60 feet to the True Point of Beginning, said point lying on the South line of the Northwest one-quarter of the Northwest one-quarter of said Section 28. Thence continuing along said centerline North 00° 08' 18" East 1,327.60 feet to the point of ending, said point lying on the North line of the Northwest one-quarter of the Northwest one-quarter of said Section 28.

The sidelines of said right-of-way shall be lengthened or shortened so as to terminate on the end lines.

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Seena Pacific Power Co.
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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REGALTA, RECORDER
FILE NO. FEE \$ 8.00

119973

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