

126859

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

A.P.N.

Work Order Number
88-7902-23

NO TAX DUE—EASEMENT
K. P. Transfer Tax Due

GRANT OF EXCLUSIVE EASEMENT
FOR
ELECTRIC TRANSMISSION AND DISTRIBUTION

THIS INDENTURE, made and entered into this 6th day of March, 1989,
by and between SFP MINERALS CORPORATION, a Delaware corporation
(hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada
corporation (hereinafter referred to as "Grantee"),

WITNESSETH:

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 transmission
and distribution facilities, together with the appropriate poles, necessary guys and
anchors, supporting structures, insulators and cross-arms, underground foundations,
markers, fixtures and other necessary or convenient appurtenances connected therewith,
across, over, upon, under, and through the following described property situated in
the County of Eureka, State of Nevada, to-wit:

The following describes the centerline of a 90 foot wide power line
right-of-way being contained entirely within a portion of the Northeast
one-quarter of Section 25, Township 30 North, Range 49 East, M.D.M., Eureka
County, Nevada, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 25 and proceeding
thence South 77°55'52" West, 1615.85 feet TO THE TRUE POINT OF BEGINNING;

Thence proceeding along said centerline South 64°21'05" East, 1751.43
feet, to the point of ending, said point lying on the East line of the
Northeast one-quarter of said Section 25, from which point the Northeast
corner of said Section 25 bears North 00°04'00" East, 1095.96 feet.

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

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 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 construction, maintenance, or operation of said facilities
by Grantee.

BOOK 195 PAGE 205

4. 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 said 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 judgement of the Grantee may interfere with or endanger the construction, operation, and maintenance of said facilities.

6. The Grantee, with reasonable written notice, shall relocate the facilities constructed pursuant to this easement, to suitable locations upon the Grantor's property, provided Grantor furnishes the necessary right of way at not cost to Grantee and Grantor bears all costs of relocation.

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.

SFP MINERALS CORPORATION

BY: *R. Sage*
Vice President *EA*

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

On this 6th day of March, 19 89, before me, a Notary Public, personally appeared K. Sage, personally known to me (or proved to me on the basis of satisfactory evidence) to be person who executed the within instrument as Vice President of SFP MINERALS CORPORATION, a Delaware corporation, on behalf of said corporation therein named and acknowledged to me that the corporation executed it.

My Commission Expires:

9-19-89

Faye R. Young
Notary Public



OFFICIAL SEAL
FAYE R. YOUNG
NOTARY PUBLIC - STATE OF NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
MY COMMISSION EXPIRES 9-19-89

RECORDED AT THE REQUEST OF

BOOK 195 PAGE 206

Sierra Pacific Power Co -

'89 MAR 13 AIO:53

OFFICIAL RECORDER
EUREKA COUNTY, CALIFORNIA

FILE NO. TEL'S 700

126859

BOOK 195 PAGE 207