

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

APM

Work Order No.
88-6881-23

128448

NO TAX DUE ~~BASEMENT~~ GRANT OF EASEMENT
P. Transfer Tax ~~Due~~ FOR
OVERHEAD ELECTRIC DISTRIBUTION AND TRANSMISSION POWERLINES

THIS INDENTURE, made and entered into this 23rd day of May, 1989, by and between BARRICK GOLDSTRIKE MINES, INC., (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:

A portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, T 36 N, R 50 E, MDD&M, Eureka County, Nevada.

An easement 90.0 feet in width lying 45.0 feet each side of the following described centerline:

Parcel I

Commencing at the field found NW corner of said Section 30;

Thence S. 22°07'30" W, 1,435.50 feet to the true point of beginning;

Thence S. 63°33'10" E, 1,705.89 feet

Thence N. 87° 53' 40" E, 1,845.00 feet

Thence S. 72° 18' 57" E, 162.47 feet to the easterly boundary line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 30, the terminus of this easement.

Also with the right to install guy and anchor facilities at angle pole and terminal pole locations, said guy and anchor facilities shall not be extended more than 60 feet from poles so supported.

Parcel II

Commencing at the field found E $\frac{1}{2}$ corner of said Section 29;

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Thence N. 00°07'23"W, 47.28 feet along the Westerly Section line to the True Point of Beginning;

Thence S 72° 18' 57" E, 149.83 feet to the Southerly boundary line of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the terminus of this Easement.

Also with the right to install guy and anchor facilities at angle pole and terminal pole locations, said guy and anchor facilities shall not be extended more than 60 feet from poles so supported.

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 negligent construction, maintenance or operation of said facilities by Grantee.
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 judgment 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 judgment of 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 no cost to Grantee and Grantor bears all costs of relocation.
7. This grant is made without any warranty of title and Grantor assumes no obligation to resolve any claims, or other conflicting agreements affecting the interests that are the subject of this easement.
8. Nothing in this easement shall be construed to convey to the Grantee any interest in any lease, entry or location upon the public lands of the United States, held by the Grantor, and this document is executed

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.

