

After Recordation Return To:

SIERRA PACIFIC POWER CO.

A.P.N. 4-160-01

RIGHT-OF-WAY DEPARTMENT

P.O. BOX 10100

Work Order Number: 90-7336-23 89520

RENO, NEVADA

133183

NO TAX DUE-EASEMENT

GRANT OF EASEMENT

FOR

OVERHEAD ELECTRIC DISTRIBUTION AND COMMUNICATION

THIS INDENTURE, made and entered into this July 7, 1990, 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, exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate electric distribution and communication facilities, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, wires and cables, fixtures, and other necessary or convenient appurtenances connected therewith, across, over, under, and through property situated in the County of Eureka, State of Nevada, and all more particularly described on 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 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 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 one hundred twenty (120) days written notice, Grantee agrees to relocate said power line and appurtenant facilities, relocation costs to be borne by Grantor pursuant to plans and specifications provided by Grantee, to a mutually 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 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.

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 Grantee may interfere with or endanger the construction, operation, and maintenance of its utility facilities.

6. Facilities under this easement to be located at the mutual consent of the Grantee and the Grantor at the time of construction.

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 for so long as the same is used by Grantee for electric utility purposes. Should the Grantee fail to use the right of way or facilities at any time for twenty-four (24) consecutive months, then the easement granted herein shall be deemed abandoned and the Grantee shall have no further rights hereunder.

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: *Kenneth A. Brunk*
Its: *Kenneth A. Brunk*

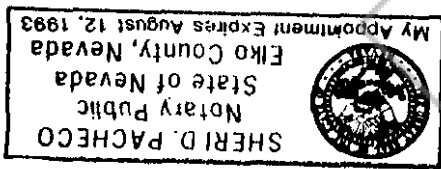
STATE OF NEVADA

COUNTY OF ELKO

On this 12th day of July, 1990, personally appeared before me, a Notary Public, *Kenneth A. Brunk*, a President of Elko Land and Livestock Company, who acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

Sherril D. Pacheco
Notary Public

My Commission Expires:



Legal Description
SIERRA PACIFIC POWER COMPANY
Elko Land and Livestock
Grant of Easement for Electric Distribution and Transmission
TS Ranch, Boulder Flat

EXHIBIT A

The following describes a centerline of a 15 foot wide Electric Distribution and Transmission Easement and right-of-way being contained entirely within portions of Sections 1, 2, and 11, Township 34 North, Range 48 East, M.D.M.; Sections 25 and 36, Township 35 North, Range 48 East, M.D.M.; Sections 30 and 31, Township 35 North, Range 49 East, M.D.M.; Eureka County, Nevada, being more particularly described as follows:

RIGHT OF WAY PARCEL 1

COMMENCING at the Southeast corner of Section 25, a GLO brass cap dated 1914, from which the Southeast corner of Section 36, a GLO brass cap dated 1914 bears South 0°09'33" East, 5309.39 feet;

Thence North 8°41'32 East, 3938.13 feet to the TRUE POINT OF BEGINNING, an existing power pole Number 207032;

Thence North 84°52'07" West, 1910.87 feet to the point of ending, from which said Southeast corner of Section 25 bears South 17°50'32" East, 4269.14 feet.

Also with the right of installing guy and anchor facilities, said guy and anchor facilities to be extended no more than 25.0 feet from poles so supported.

RIGHT OF WAY PARCEL 2

COMMENCING at the Southeast corner of Section 36, a GLO brass cap dated 1914, from which the Northeast corner of Section 36, a GLO brass cap dated 1914 bears North 0°09'33" West, 5309.39 feet;

Thence North 30°05'50" East, 1043.44 feet to the TRUE POINT OF BEGINNING, an existing power pole Number 207008;

Thence North 83°11'47" West, 2536.36 feet to a junction point;

Thence South 33°22'42" West, 10024.73 feet to the point of ending, from which the Southeast corner of Section 36 bears North 46°20'12" East, 10382.08 feet;

Also beginning at the hereinabove described junction point;

Thence North 8°49'32" West, 1133.61 feet to the point of ending, from which the Southeast corner of Section 36 bears South 42°02'00" East, 3178.62 feet.

Also with the right of installing guy and anchor facilities, said guy and anchor facilities to be extended no more than 25.0 feet from poles so supported.

BOOK 213 PAGE 015

133183
EUREKA COUNTY CLERK
M.M. REBELEAU RECORDED
FILE NO. 700

90 AUG 17 P 3:45
RECORDED AT THE REQUEST OF
BOOK 213
PAGE 011
John Burke Jones