

After Recordation Return To:

A.P.N.

SIERA PACIFIC POWER COMPANY

04-020-06

Right-of-Way Department

P.O. Box 10100

Reno, Nevada 89520

Work Order Number

92-5773-23

149727

GRANT OF EASEMENT

FOR

SUBSTATION ACCESS ROAD

THIS INDENTURE, made and entered into this 12th day of JULY, 1993, by and between ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation, (hereinafter referred to as "Grantor"), and SIERA 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, non-exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct an access road across, over, upon, and through the following described property situated in the County of EUREKA, State of NEVADA, to-wit:

A portion of Sections 15 and 22, Township 36 North, Range 49 East, M.D.M., Eureka County, Nevada.

A roadway easement for the purpose on ingress and egress, 80 feet wide, lying 40 feet on each side of the following described centerline:

COMMENCING at the Southwest Section corner of said Section 15;

Thence North 00° 01' 42" West, 280 feet along the West Section line of said Section 15 to the TRUE POINT OF BEGINNING;

Thence leaving said West Section line, South 54° 35' 43" East, 533.28 feet to the west line of that certain roadway known as the "Dunphy Road" and the Easterly terminus of this description.

This Legal Description is shown on Exhibit "A", attached hereto and made a part hereof by reference.

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SUBJECT TO THE FOLLOWING:

1. That the Grantee shall have and hold the rights hereby granted and conveyed so long as it uses and maintains the right of way granted for the purpose stated herein and, upon discontinuance of such use and maintenance by Grantee, for a period of one (1) year, the rights granted herein shall terminate.

2. That Grantee, its successors and assigns, shall have at all times reasonable 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, its heirs, successors and assigns, of any and all loss, damage or liability it 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 utility facilities by Grantee.

5. In the event Grantor determines at any time and from time to time it is necessary to relocate any portion of the access road, in order to safely develop, mine or process minerals owned by Grantor on property included in or adjacent to the property described herein, then on sixty (60) days written notice, Grantee agrees to relocate said access road and appurtenant facilities, relocation costs to be borne by Grantee to a mutually satisfactory location designated by Grantor upon Grantor's property, provided that the necessary easement thereof 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 require relocation of the access road, Grantor, within this easement, shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which is inconsistent with Grantee's use of the easement.

6. Grantee, its successors and assigns, shall have the right to remove or clear any 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. Any subsequent grants of easements shall not unreasonably interfere with the rights herein.

7. Grantee shall comply with all laws, statutes, ordinances, rules and regulations, including applicable judicial or agency orders that may apply, including but not limited to, environmental constraints.

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.

ELKO LAND AND LIVESTOCK COMPANY
A Nevada Corporation

BY:

William M. Clark, Jr.

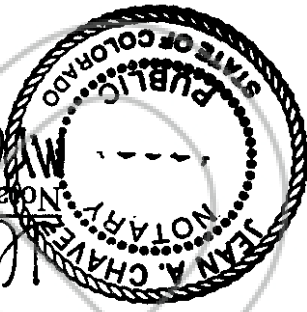
Title: VICE PRESIDENT

Print Name: GRATAM M. CLARK, JR.

STATE OF COLORADO
COUNTY OF DENVER
)
) ss.
)

On this 12TH day of JULY

1993, before me, a Notary Public, personally appeared GRATAM M. CLARK, JR. to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as VICE PRESIDENT of ELKO LAND AND LIVESTOCK COMPANY on behalf of said corporation therein named and acknowledged to me that the corporation executed it.



JEAN A. CHAVEZ
Notary Public
MY COMMISSION EXPIRES: AUGUST 22, 1995
23465

CLERK, NEVADA
N. REBALEATI, RECORDER
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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power

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0402006,sub/Rev. 7-6-93