

After Recordation Return To:

SIERRA PACIFIC POWER COMPANY

A.P.N. 04-020-06

Right-of-Way Department

P.O. Box 10100

Reno, Nevada 89520

Work Order Number

92-5773-23

149729

NO TAX DUE-EASEMENT

GRANT OF EASEMENT

FOR

ELECTRIC TRANSMISSION

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 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, non-exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate one or more electric transmission facilities, together with the appropriate poles, towers, 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 Southwest one-quarter of Section 15, a portion of the Northeast one-quarter of Section 21, and a portion of the Northwest one-quarter and the Southeast one-quarter of Section 22, Township 36 North, Range 49 East, M.D.M., Eureka County, Nevada.

Electric power transmission line easements 90 feet in width, lying 45 feet on each side of the following described centerlines:

Parcel U COMMENCING at the Northeast Section corner of said Section 21;

Thence North 00° 01' 42" West, 58.86 feet along the West Section line of said Section 15 to the TRUE POINT OF BEGINNING;

Thence leaving said West Section line, South 63° 19' 54" East, 2975.54 feet to a point on the North-South center of Section line of said Section 22 and the Easterly terminus of this description.

Parcel V

COMMENCING at the North quarter corner of said Section 21;

Thence South 89° 18' 01" East, 2078.77 feet along the North Section line of said Section 21 to the TRUE POINT OF BEGINNING;

Thence South 00° 37' 43" West, 21 feet;

Thence South 89° 20' 29" East, 516.77 feet;

Thence South 63° 19' 47" East, 2938.02 feet to a point on the South line of the Northeast one-quarter of the Northwest one-quarter of said Section 22 and the Easterly terminus of this description.

Parcel W

An aerial encroachment easement for an electric power transmission line lying within and bounded by the following described courses:

COMMENCING at the Southeast corner of the Northeast one-quarter of the Northwest one-quarter (SE cor., NE1/4 NW1/4) of said Section 22;

Thence North 00° 08' 41" West, 113.18 feet along the North-South center of Section line of said Section 22 to the TRUE POINT OF BEGINNING;

Thence leaving said North-South center of Section line and along the Northerly easement boundary as described in Parcel U above, North

63° 19' 54" West, 3.83 feet;

Thence North 00° 24' 39" East, 352.71 feet;

Thence South 00° 08' 41" East, 354.43 feet to the TRUE POINT OF

BEGINNING;

Parcel X

A transmission anchor easement lying within and bounded by the following described courses:

COMMENCING at the South quarter corner of said Section 15;

Thence North, 118.91 feet along the North-South center of Section line of said Section 15 to the TRUE POINT OF BEGINNING;

Thence leaving said North-South center of Section line, South 70° 11' 35" West, 75.80 feet;

Thence North 19° 48' 25" West, 90.00 feet;

Thence North 70° 11' 35" East, 108.22 feet to a point on said North-South center of Section line;

Thence along said North-South center of Section line, South 95.66 feet to the TRUE POINT OF BEGINNING;

Parcel X (Special Anchor Easement)

An anchor easement for an electric power transmission line 50 feet in width, the Northernly line of which being coincident with the following described line:

BEGINNING at the Northeast corner of the Southeast one-quarter of the Southwest one-quarter (NE cor., SE1/4 SW1/4) of said Section 22;

Thence South 89° 26' 38" East, 90 feet along the North line of the South one-half of the South one-half (N line, S1/2 S1/2) of said Section 22 to

the Easterly terminus of this description.

Together with the right to install guy and anchor facilities at angle poles as

shown on the detail entitled, "TYPICAL EASEMENT FOR ANCHORS AT

ANGLE POINTS ON B.L.M. LANDS AND PRIVATE LANDS" or as

otherwise indicated on Exhibit "A", attached and made a part hereof by reference.

All Parcels in this legal description are shown on Exhibit "A" attached hereto and

made a part hereof by reference.

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 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 Electric Transmission Line, 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 Electric Transmission Line 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 Electric Transmission Line, 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 said facilities. Any subsequent grants of easement 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 thereto 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.

EIKO LAND AND LIVESTOCK COMPANY  
A Nevada Corporation

By: William H. Clark, Jr.

Title: VICE PRESIDENT

Print Name: WILLIAM H. CLARK, JR.

STATE OF COLORADO  
CITY AND COUNTY OF DENVER

On this 12th day of JULY, 1993, before me, a Notary Public,

personally appeared WILLIAM H. CLARK, JR.

(or proved to me on the basis of satisfactory evidence) to be the person who executed the

within instrument as VICE PRESIDENT

of EIKO LAND AND LIVESTOCK

COMPANY on behalf of said corporation therein named and acknowledged to me that the

corporation executed it.



William H. Clark, Jr.  
Notary Public  
MY COMMISSION EXPIRES: AUGUST 22, 1995

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PAGE 511  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
William H. Clark, Jr.  
93 DEC 13 P3:31

EUREKA COUNTY, NEVADA  
M.N. REBALANCE, RECORDER  
FILE NO. 149729  
FEE \$ 1.00

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0402006.frm/Rev. 7-6-93