

153151

After Recordation Return To:

SIERRA PACIFIC POWER COMPANY

Right-of-Way Department

P.O. Box 10100

Reno, Nevada 89520

Work Order Number

93-6561-23

A.P.N.

04-150-01, 04-080-01, 04-070-07,

04-070-11, 04-070-02, 04-020-11 & 04-020-06

~~NO TAX DUTY EASEMENT~~

GRANT OF EASEMENT

FOR

ELECTRIC TRANSMISSION

THIS CONVEYANCE, made and entered into this 14 day of June, 1994, is from ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation, with an address of 555 FIFTH STREET, ELKO, NEVADA 89801 ("Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, with an address of P.O. Box 10100, Reno, Nevada 89520 ("Grantee"),

WHEREAS, Grantor owns certain land in Eureka County in the State of Nevada; and

WHEREAS, Grantee wishes to construct 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 (the "Electric Transmission Lines") across Grantor's property.

NOW, THEREFORE, 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, and in further consideration of the benefits accruing to Grantor from the operation of the Electrical Transmission Lines does by these presents grant, subject to the terms and conditions contained herein, to Grantee, its successors and assigns, non-exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate the Electric Transmission Lines, at Grantee's sole cost and expense, on, across, over, upon, under, and through the property described in Exhibit "A", which is attached hereto and incorporated by this reference (the "Easements").

The Easements shall be subject to the following terms and conditions:

1. Use and Term. Grantee shall have and hold the rights hereby granted and conveyed so long as it uses and maintains the Easements for the purpose stated herein, and the rights granted herein shall terminate upon Grantee's discontinuance of such use or maintenance for a period of one (1) year.

2. Easement in Gross. The Easements shall be easements in gross and shall not benefit, burden or run with any real property adjacent thereto.

3. Access. Grantee, its successors and assigns, shall have the right to reasonable ingress and egress over the Easements for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating the Electric Transmission Lines.

4. Liability. Grantee, its successors and assigns, shall compensate Grantor for all actual damage to Grantor's personal property, growing crops, livestock or existing structures caused by the actions or omissions of Grantee or Grantee's contractors, employees or agents in the course of construction, maintenance, operation or repair of the Electric Transmission Lines or the exercise of any other rights herein set forth. Grantee shall also compensate Grantor for actual damages in the event that Grantee's operations located wholly or in part on federal land cause the Bureau of Land Management to reduce Grantor's grazing allotment or grazing permit acreage.

5. Indemnification. Grantee, its successors and assigns, shall indemnify Grantor at all times and hold harmless Grantor, its successors and assigns, from any and all demands, claims, causes of action or judgments and all expenses (including, without limitation, attorneys' fees) incurred in investigating or resisting the same, by reason of any injury or loss of life to any person or damage to any property caused by or arising out of the construction, maintenance, operation or repair of the Electric Transmission Lines by Grantee or the exercise or performance of any other rights herein set forth, except injury or damage which occurs as a result of the negligence or willful misconduct of Grantor, its agents, successors and assigns.

6. Relocation of Easement. In the event Grantor determines at any time and from time to time it is necessary to relocate any portion of the Electric Transmission Lines or appurtenances, in order to develop, mine or process minerals owned by Grantor on property included in or adjacent to the property described herein, then on One Hundred Eighty (180) days written notice, Grantee agrees to relocate said Electric Transmission Lines and appurtenant facilities to a location mutually acceptable to Grantor and Grantee, relocation costs to be borne by Grantor. Grantor and Grantee shall execute any amendatory documents necessary or expedient as a result of such relocation.

7. Restrictions on Grantor's Use. Subject to Paragraph 6, Grantor, within the Easements, 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 Easements permitted pursuant hereto.

8. Removal of Obstructions. Grantee, its successors and assigns, shall have the right to remove or clear any combustible materials, trees, brush, debris, or any other obstruction from the Easements, which in the judgment of Grantee may interfere with or endanger the construction, operation, repair and maintenance of the Electric Transmission Lines. Any subsequent grants of easement rights shall not unreasonably interfere with the rights herein.

9. Compliance with Laws. Grantee, its successors and assigns, 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, 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: W.R. Lawrence

Print Name: W.R. Lawrence

Title: Sr VP Operations

STATE OF COLORADO

CITY AND COUNTY OF DENVER

)  
) ss.  
)

On 2ND DAY OF MAY, 1991

, before me, a Notary Public, personally appeared W.R. LAWRENCE

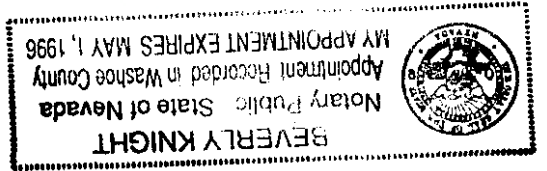
(or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as SENIOR VP OPERATIONS

LIVESTOCK COMPANY on behalf of said corporation.

Jocelyn A. Conway  
Notary Public

MY COMMISSION EXPIRES: 8/22/95





On June 7, 1994, before me, a Notary Public, personally appeared REEVE T. FAGG, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as VICE PRESIDENT UTILITY SERVICES of SIERRA PACIFIC POWER COMPANY on behalf of said corporation.

STATE OF NEVADA )  
 ) ss. COUNTY OF WASHOE )

Vice President, Utility Services

REEVE T. FAGG, JR.

By: Reeve T. Fagg Jr.

day of June, 1994.

AGREED TO AND ACCEPTED BY Sierra Pacific Power Company this 7th

Notary Public

Beverly Knight

PROXY

EXHIBIT "A"

Attached to and forming a part of the Grant of Easement for Electric Transmission from Elko Land and Livestock Company to Sierra Pacific Power Company.

The easements for the one hundred twenty kilovolt (120KV) powerline being ninety (90) feet wide, lying forty-five (45) feet on each side of the centerline described herein.

A portion of Sections 18, 7, and 6, Township 34 North, Range 49 East, a portion of Sections 31, 30, 19, 18, 7, and 5, Township 35 North, Range 49 East, and a portion of Sections 29 and 21, 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 NO. 1**

**COMMENCING** at the West quarter corner of said Section 18, Township 34 North, Range 49 East;

Thence South 34° 38' 17" East, 2285.03 feet to the TRUE POINT OF BEGINNING;

Thence West, 879.87 feet;

Thence North 00° 57' 41" East, 13,341.77 feet;

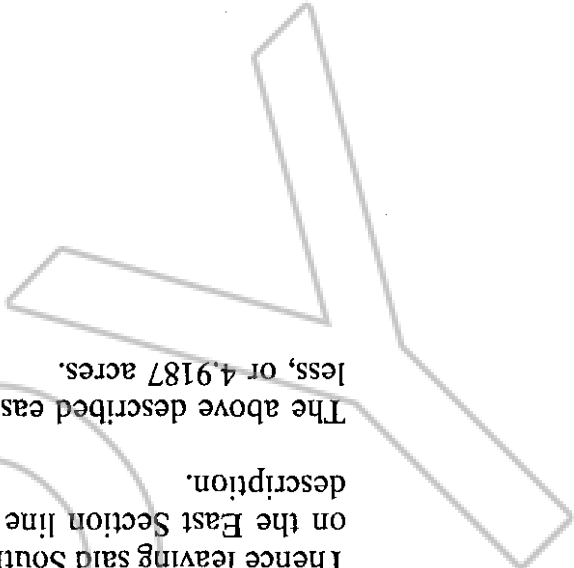
Thence North 42° 07' 47" West, 343.29 feet;

Thence North 00° 59' 05" East, 16,517.87 feet;

Thence North 27° 58' 07" East, 3859.43 feet to a point on the East-West center of Section line of said Section 18, Township 35 North, Range 49 East, and the Northernly terminus of this description.

The above described easement contains an area of 3,143,038.74 square feet, more or less, or 72.1542 acres. Anchor easement area contains approximately 33,000.00 square feet or 0.7576 acre.

Together with the right to install guy and anchor facilities at angle and terminal poles as shown on Exhibit "B", attached and made a part hereof.



PARCEL NO. 2  
COMMENCING at the Southwest Section corner of said Section 7, Township 35 North, Range 49 East;

Thence East, 3748.47 feet along the South Section line of said Section 7 to the TRUE POINT OF BEGINNING;

Thence leaving said South Section line, North 27° 58' 07" East, 2768.55 feet to a point on the East Section line of said Section 7 and the Northeasterly terminus of this description.

The above described easement contains an area of 249,167.59 square feet, more or less, or 5.72 acres.

PARCEL NO. 3

COMMENCING at the Southwest Section corner of Section 32, Township 36 North, Range 49 East;

Thence South 89° 25' 33" East, 1493.62 feet along the Township line common to Township 36 North and Township 35 North to the TRUE POINT OF BEGINNING;

Thence leaving said Township line South 28° 12' 32" West, 4325.59 feet;

Thence South 27° 58' 07" West, 1742.29 feet to a point on the South Section line of said Section 5, Township 35 North, Range 49 East, and the Southerly terminus of this description.

The above described easement contains an area of 546,114.92 square feet, more or less, or 12.5371 acres.

PARCEL NO. 4

COMMENCING at the South one-quarter corner of said Section 29, Township 36 North, Range 49 East;

Thence South 89° 29' 09" East, 1575.41 feet along the South Section line of said Section 29 to the TRUE POINT OF BEGINNING;

Thence leaving said South Section line North 28° 12' 32" East, 2380.63 feet to a point on the East Section line of said Section 29 and the Northeasterly terminus of this description.

The above described easement contains an area of 214,256.49 square feet, more or less, or 4.9187 acres.

bellain.cll 4/19/94

Together with the right to install guy and anchor facilities at angle and terminal poles as shown on Exhibit "B" attached hereto and made a part hereof by reference. All parcels in this legal description are shown on Exhibit "B" attached hereto and made a part hereof by reference.

The above described easement contains an area of 420,317.43 square feet, more or less, or 9.6492 acres. Anchor easement contains an area of 8250 square feet or 0.1894 acre.

Section 21 and the Northerly terminus of this description.  
Thence North 00° 06' 20" East, 238.23 feet to a point on the North line of said

Thence North 25° 45' 09" East, 2439.53 feet;

07" East, 1996.80 feet;

Thence leaving said North-South center of Section line, and continuing North 45° 42'

Section line of said Section 21 and the TRUE POINT OF BEGINNING;  
Thence North 45° 42' 07" East, 824.87 feet to a point on the North-South center of

Thence leaving said South Section line, North 28° 12' 32" East, 991.93 feet;

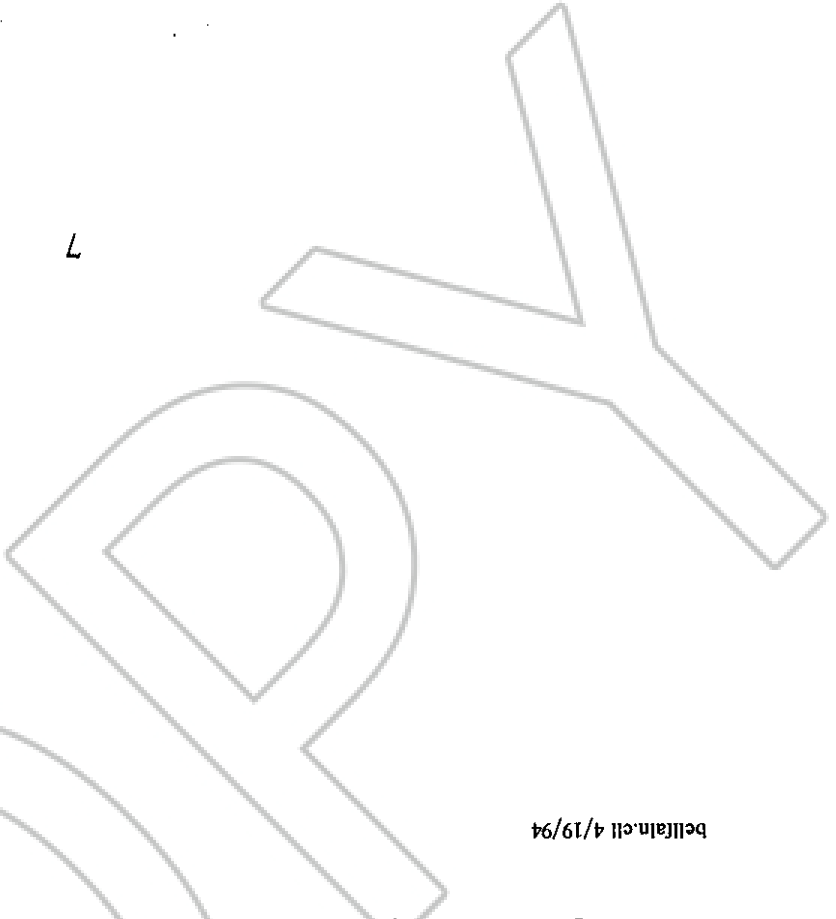
Section 21;

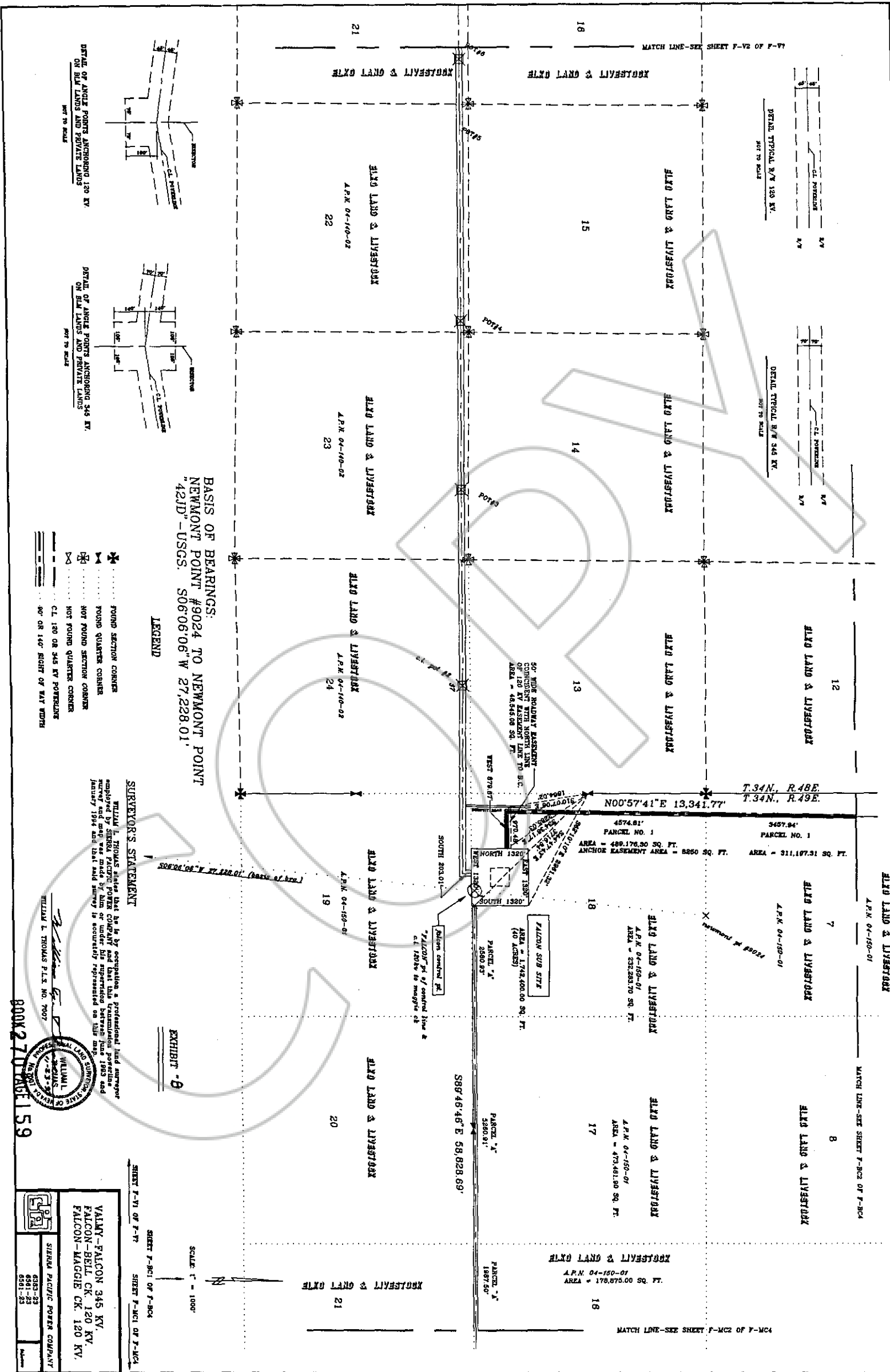
Thence South 89° 46' 20" West, 3648.64 feet along the South Section line of said

North, Range 49 East;

COMMENCING at the Southeast Section corner of said Section 21, Township 36

PARCEL NO. 5





**BASIS OF BEARINGS:**  
 NEWMONT POINT #9024 TO NEWMONT POINT  
 #42JD-USGS. 506.06'06" W 27,228.01'

**LEGEND**

- ✱ FOUND SECTION CORNER
- ✱ FOUND QUARTER CORNER
- ✱ NOT FOUND SECTION CORNER
- ✱ NOT FOUND QUARTER CORNER
- CL 120 OR 345 KV POWERLINE
- 90° OR 140° RIGHT OF WAY WIDTH

**SURVEYOR'S STATEMENT**

WILLIAM L. THOMAS states that he is by occupation a professional land surveyor employed by SERRA PACIFIC POWER COMPANY and that this transmission poleline survey and map was made by him or under his supervision between June 1993 and January 1994 and that said survey is accurately represented on this map.

WILLIAM L. THOMAS P.L.S. NO. 7907

**EXHIBIT - B**

SHEET F-11 OF F-17  
 SHEET F-9C1 OF F-8C4  
 SHEET F-10C1 OF F-10C4

SCALE: 1" = 1000'

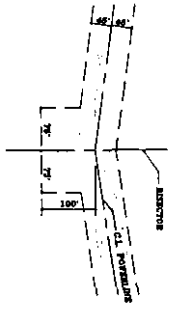
BOOK 270 PAGE 159

**WILLIAM L. THOMAS**  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF CALIFORNIA  
 No. 7907

**SERRA PACIFIC POWER COMPANY**  
 6300 - 53  
 6301 - 53  
 6302 - 53

**VALLEY-FALCON 345 KV,  
 FALCON-BELL CK. 120 KV,  
 FALCON-MAGGIE CK. 120 KV,**





**LEGEND**

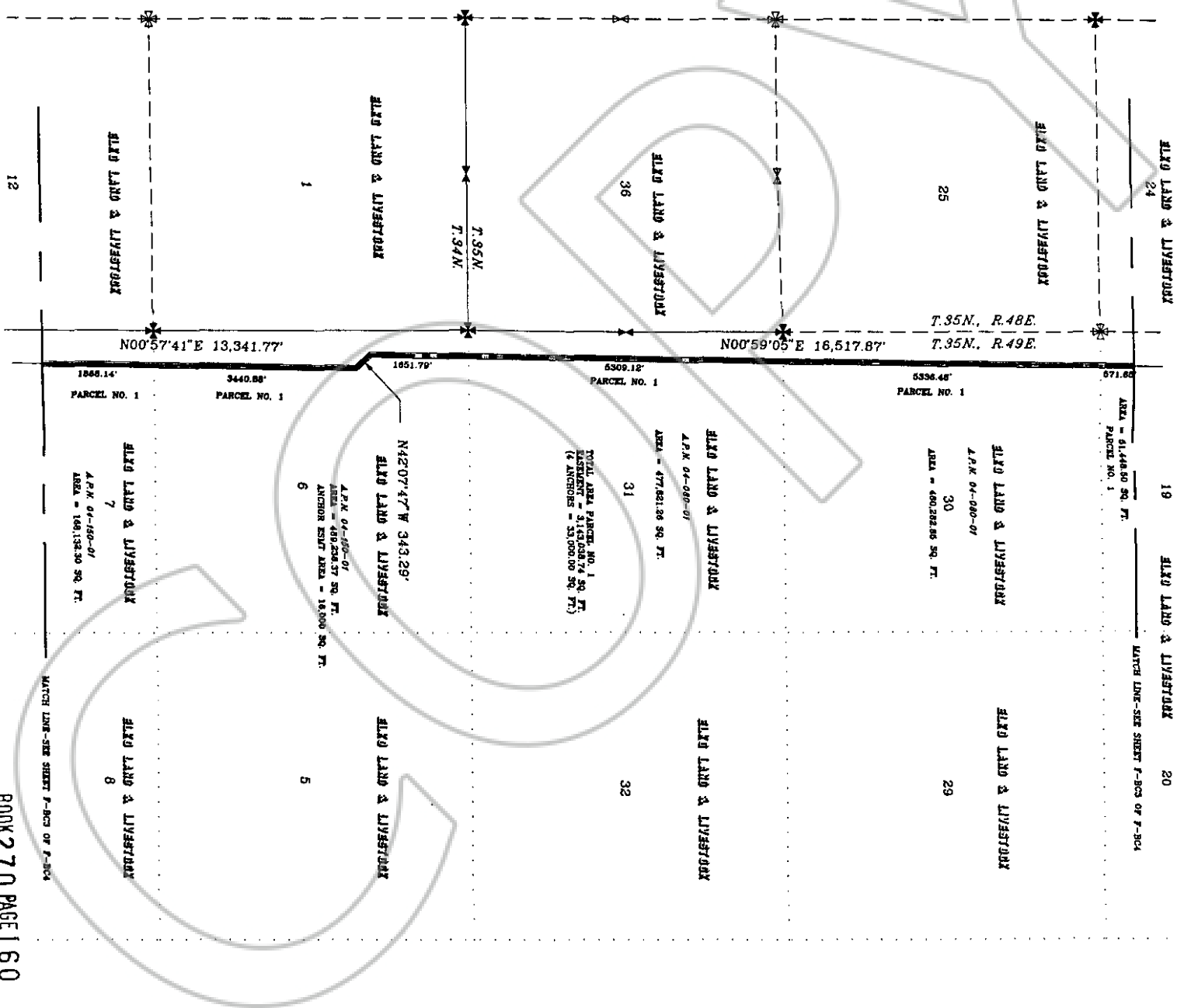
- ✖ FOUND SECTION CORNER
- ⊕ FOUND QUARTER CORNER
- ⊖ NOT FOUND SECTION CORNER
- ⊖ NOT FOUND QUARTER CORNER
- C.L. 120 OR 245 KV POWERLINE
- 90° OR 140° BIGHT OF WAY WIDTH

**SURVEYOR'S STATEMENT**

WILLIAM L. THOMAS states that he is, by occupation, a professional land surveyor employed by Sierra Pacific Power Company and that this transmission powerline easement was surveyed and located under his supervision between June 1993 and January 1994 and that said survey is accurately represented on this map.



**EXHIBIT "B"**



BOOK 270 PAGE 160



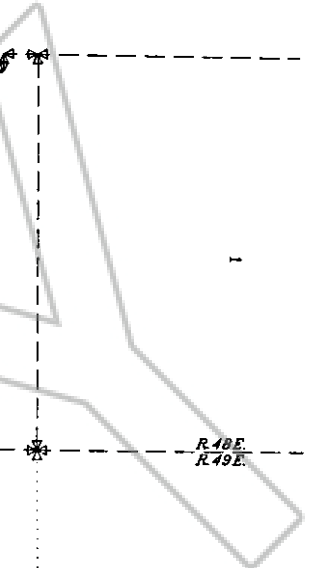
SHEET 7-303 OF 7-304

VALLEY-FALCON 345 KV.  
FALCON-BELL CK. 120 KV.  
FALCON-MAGGIE CK. 120 KV.

SIERRA PACIFIC POWER COMPANY

6365-23  
6041-23  
6207-23

MATCH LINE-SEE SHEET F-3C4 OF F-3C4



LEGEND

- ✱ FOUND SECTION CORNER
- ✱ FOUND QUARTER CORNER
- ⋯ NOT FOUND SECTION CORNER
- ⋯ NOT FOUND QUARTER CORNER
- CL 120 OR 345 KV POTENTIAL
- 90° OR 140° RIGHT OF WAY BOUND



SHEET F-3C3 OF F-3C4

VALLEY-FALCON 345 KV.  
FALCON-BELL CR. 120 KV.  
FALCON-MAGGIE CR. 120 KV.

SIBER PACIFIC POWER COMPANY

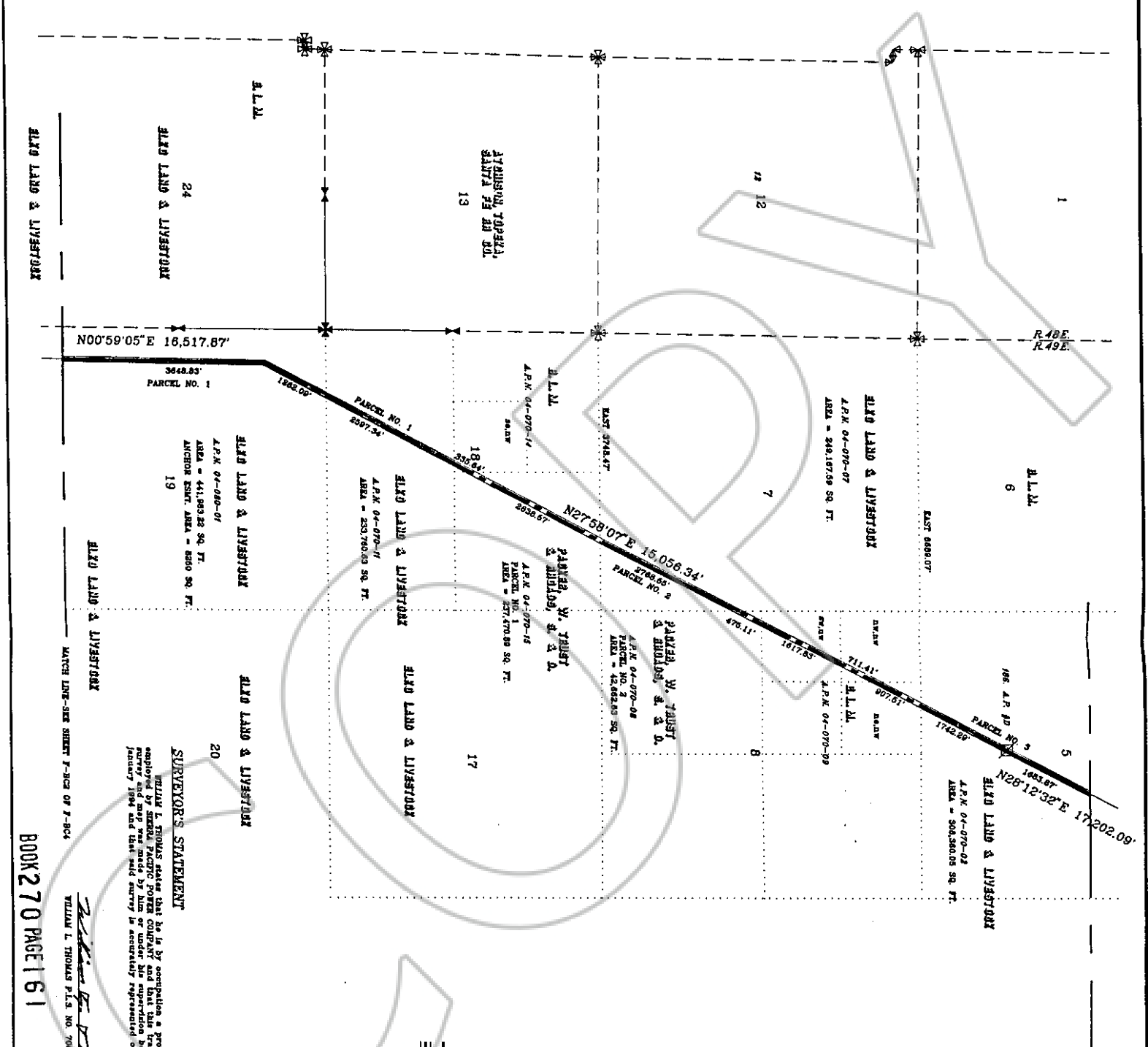
6383-23  
6391-23  
6391-23

BOOK 270 PAGE 161

SURVEYOR'S STATEMENT

WILLIAM L. THOMAS states that he is by occupation a professional land surveyor employed by SIBER PACIFIC POWER COMPANY and that this transmission provides a true and correct copy of the original survey and that the same is accurately represented on this map.

WILLIAM L. THOMAS P.L.S. NO. 7007



ALSO LAND & LIVESTOCK

ALSO LAND & LIVESTOCK

ALL M.

ATHERTON TORRES,  
SANTA FE AN. CO. 13

ALL M.

ALSO LAND & LIVESTOCK  
A.P.K. 04-070-07  
AREA = 248,187.89 SQ. FT.

PARVIA W. TRUST  
& SHILOH, S. & D.  
PARCEL NO. 2  
A.P.K. 04-070-08  
AREA = 12,682.85 SQ. FT.

PARVIA W. TRUST  
& SHILOH, S. & D.  
A.P.K. 04-070-15  
AREA = 27,470.99 SQ. FT.

ALSO LAND & LIVESTOCK  
A.P.K. 04-070-11  
AREA = 233,760.03 SQ. FT.

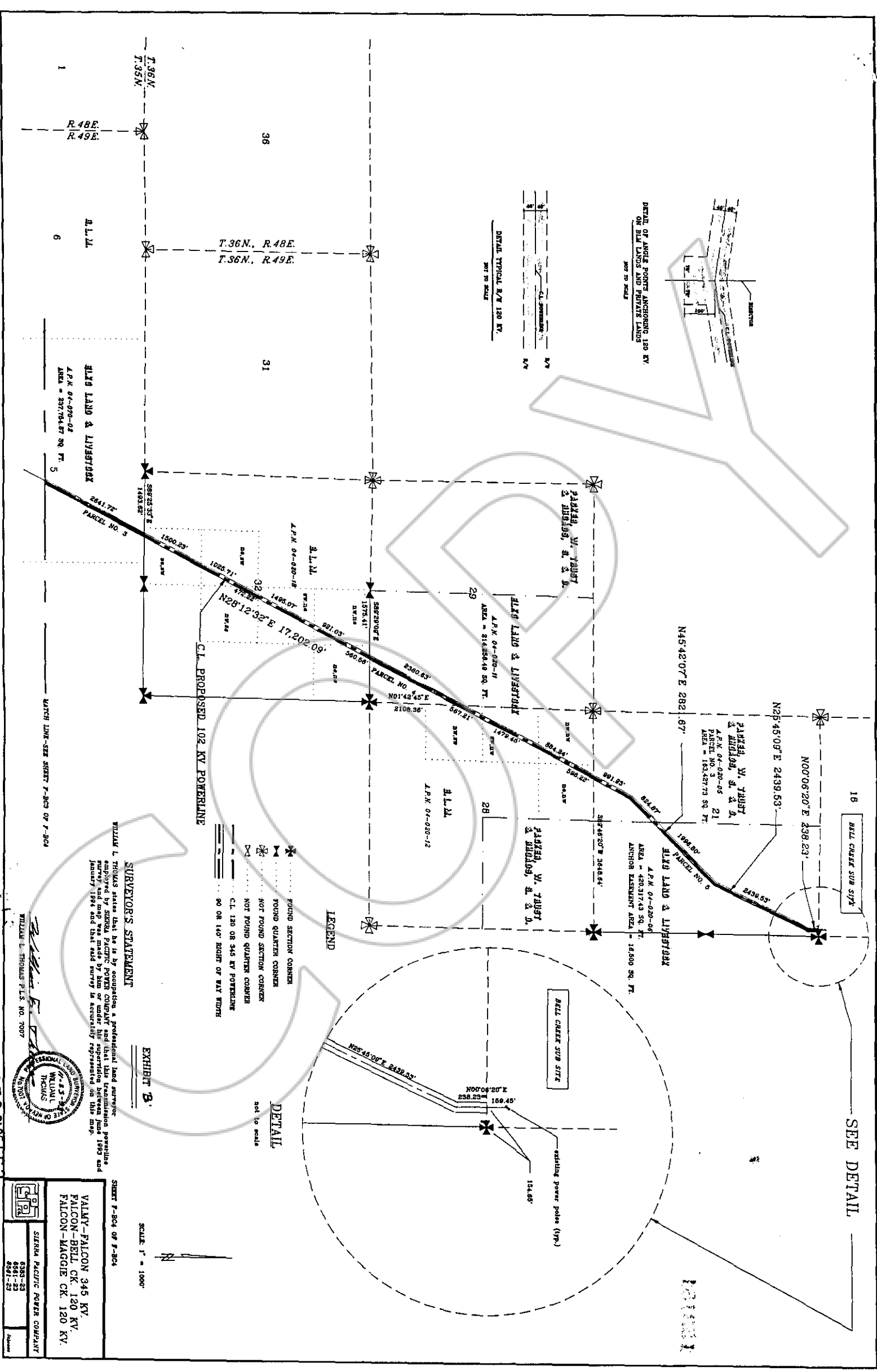
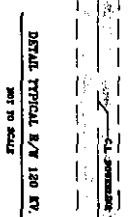
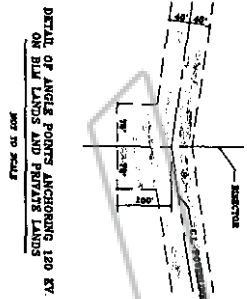
ALSO LAND & LIVESTOCK  
A.P.K. 04-080-01  
AREA = 441,903.32 SQ. FT.  
ANCHOR ENTR. AREA = 8280 SQ. FT.

ALSO LAND & LIVESTOCK  
A.P.K. 04-070-02  
AREA = 500,260.00 SQ. FT.

MATCH LINE-SEE SHEET F-3C4 OF F-3C4

WILLIAM L. THOMAS P.L.S. NO. 7007

SEE DETAIL



CL. PROPOSED 102 KV POWERLINE

LEGEND

- ✱ FOUND SECTION CORNER
- ✱ FOUND QUARTER CORNER
- ✱ NOT FOUND QUARTER CORNER
- ✱ NOT FOUND QUARTER CORNER
- C.L. 120 OR 345 KV POWERLINE
- 90 OR 140' RIGHT OF WAY WIDTH

DETAIL

not to scale

SCALE: 1" = 1000'

**SURVEYOR'S STATEMENT**

WILLIAM L. THOMAS states that he is by occupation a professional land surveyor employed by SIERRA PACIFIC POWER COMPANY and that his examination commencing January 1984 and that this survey is accurately represented on this map.

**EXHIBIT B**

SHEET F-804 OF F-804

WILLIAM L. THOMAS P.L.S. NO. 7007



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VALLEY-FALCON 345 KV.	6383-23
FALCON-BELL CK. 120 KV.	6381-23
FALCON-MAGGIE CK. 120 KV.	6381-23
SIERRA PACIFIC POWER COMPANY	

COPY

BOOK 270 PAGE 163

153151

153151

BOOK 270 PAGE 152  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Sierra Pacific Power Co.*  
94 JUN 21 P4:52  
EUREKA COUNTY, NEVADA  
M.M. REBALFATI, RECORDER  
FILE NO.      FEE \$ 18.00