

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

A.P.N. 04-150-01, 04-170-12, 04-190-13,
04-200-04 & 04-200-25
Work Order Number 93-6561-23

~~NO TAX DUE - EASEMENT~~

**GRANT OF EASEMENT
FOR
ELECTRIC TRANSMISSION**

THIS CONVEYANCE, made and entered into this 1 day of June, 1974, 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 JUNIOR V.P. OPERATIONS

LIVESTOCK COMPANY on behalf of said corporation.



JEAN A. CHAVEZ
Notary Public
MY COMMISSION EXPIRES: 8/22/95

AGREED TO AND ACCEPTED BY Sierra Pacific Power Company this

7th day of June, 1994.

By: Reeve T. Fagg, Jr.
Vice President, Utility Services

STATE OF NEVADA)
) ss.)
COUNTY OF WASHOE)

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.

BEVERLY KNIGHT
Notary Public State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES MAY 1, 1996



Beverly Knight
Notary Public

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, 17, 16, 15, 14 and 13, Township 34 North, Range 49 East, a portion of Section 17, Township 34 North, Range 50 East, and a portion of the Southwest one-quarter of Section 15, a portion of the East one-half of Section 22, and a portion of the Southwest one-quarter of Section 25, Township 34 North, Range 51 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 "A"

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

Thence South 44° 47' 43" East, 3716.84 feet to the TRUE POINT OF BEGINNING; Thence South 89° 46' 46" East, 29,141.98 feet to a point on the East Section line of said Section 13, Township 34 North, Range 49 East, and the Easterly terminus of this description.

The above described easement contains an area of 2,622,778.20 square feet, more or less, or 60.2107 acres.

PARCEL "B"

COMMENCING at the Southwest Section corner of said Section 17, Township 34 North, Range 50 East;

Thence North 00° 33' 06" East, 343.62 feet along the West Section line of said Section 17 to the TRUE POINT OF BEGINNING;

Thence leaving said West Section line South 89° 46' 46" East, 5278.78 feet to a point on the East Section line of said Section 17, and the Easterly terminus of this description.

The above described easement contains an area of 475,090.20 square feet, more or less, or 10.9066 acres.

PARCEL "C"

COMMENCING at the Southwest Section corner of said Section 15, Township 34 North, Range 51 East;

Thence North 00° 08' 36" East, 1507.48 feet along the West Section line of said Section 15 to the TRUE POINT OF BEGINNING;

Thence leaving said West Section, North 63° 48' 02" East, 1216.42 feet;

Thence South 17° 55' 29" East, 2151.77 feet to a point on the South Section line of said Section 15 and the Southerly terminus of this description.

The above described easement contains an area of 303,138.24 square feet, more or less, or 6.9591 acres. Anchor easement contains an area of approximately 8250 square feet or 0.1956 acre.

PARCEL "D"

COMMENCING at the South quarter corner of said Section 22, Township 34 North, Range 51 East;

Thence South 89° 43' 11" East, 775.94 feet along the South Section line of said Section 22;

Thence leaving said South Section line, North 17° 55' 29" West, 1404.20 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 17° 55' 29" West, 1254.62 feet to a point on the North-South center of Section line and the Northerly terminus of this description.

The above described easement contains an area of 112,915.89 square feet, more or less, or 2.5922 acres.

PARCEL "E"

COMMENCING at the Southwest Section corner of said Section 25, Township 34 North, Range 51 East;

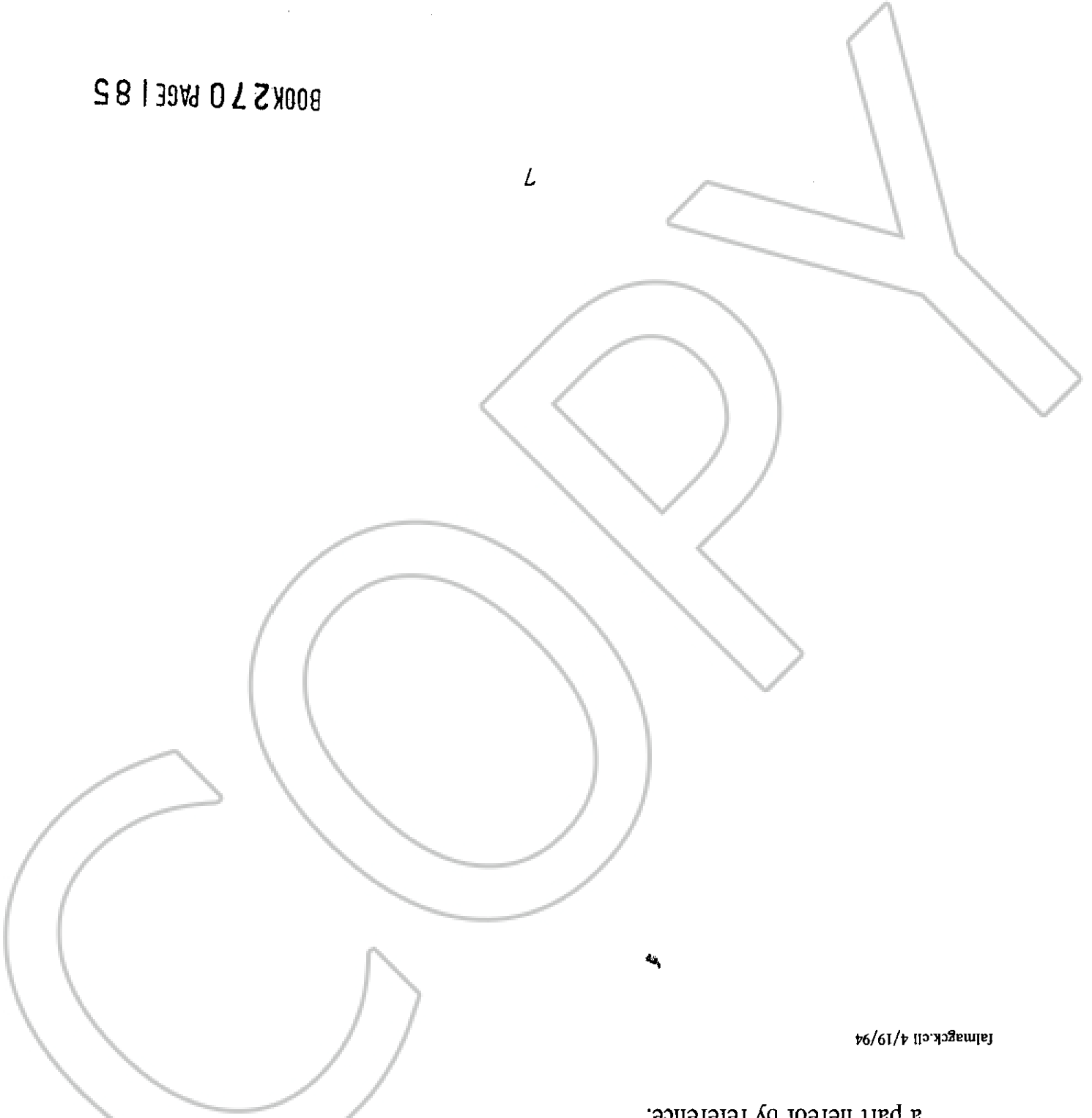
Thence North 00° 08' 19" East, 889.40 feet along the West Section line of said Section 25 to the TRUE POINT OF BEGINNING;

Thence leaving said West Section line North 84° 28' 50" East, 134.21 feet to a point on the centerline of an existing transmission powerline and the Easterly terminus of this description.

The above described easement contains an area of 12,079.25 square feet, more or less, or 0.2773 acre. Anchor easement contains an area of approximately 8250 square feet or 0.1956 acre.

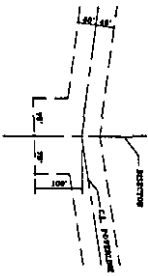
Also with the right to install guy and anchor facilities at angle and terminal poles as shown on Exhibit "B" attached hereto and made a part hereof by reference. All parcels in this legal description are shown on Exhibit "B" attached hereto and made a part hereof by reference.

falmagck:c11 4/19/94



MATCH LINE-SEE SHEET F-MC1 OF F-MC4

DETAIL OF ANGLE POINTS ADJOINING 120 FT. OF THE LANDS AND TRAILS LANDS NOT TO SCALE



DETAIL TYPICAL N/4 120 FT. NOT TO SCALE



SURVEYOR'S STATEMENT

WILLIAM L. THOMAS states that he is by occupation a Professional Land Surveyor employed by SHERA PACIFIC POWER COMPANY in the State of Nevada since January 1968 and that said survey is accurately represented on this map.

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



BOOK 270 PAGE 187

SHEET F-MC2 OF F-MC3

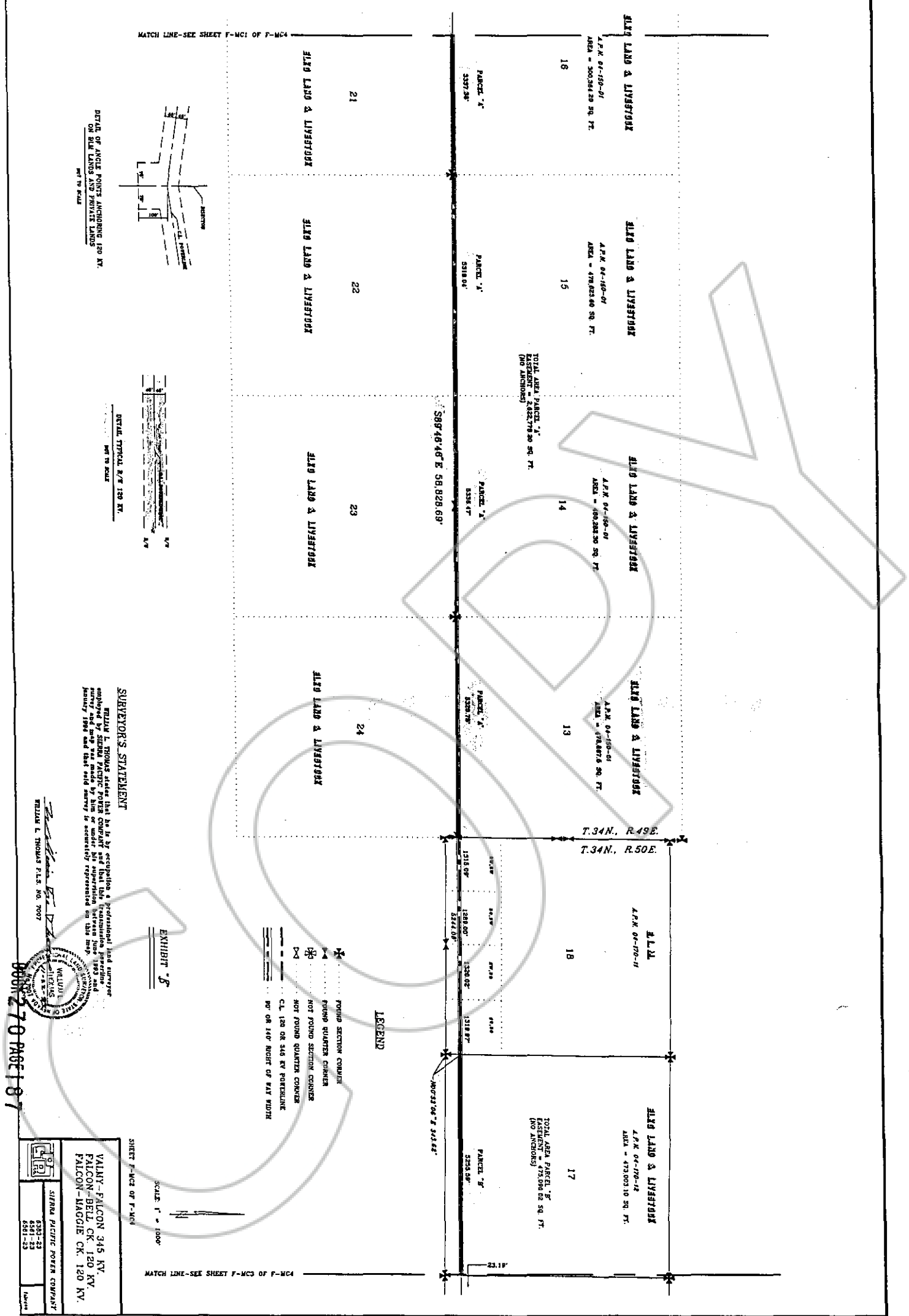
SCALE 1" = 1000'

MATCH LINE-SEE SHEET F-MC3 OF F-MC4

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

SHERA PACIFIC POWER COMPANY

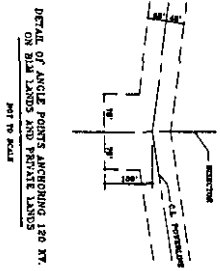
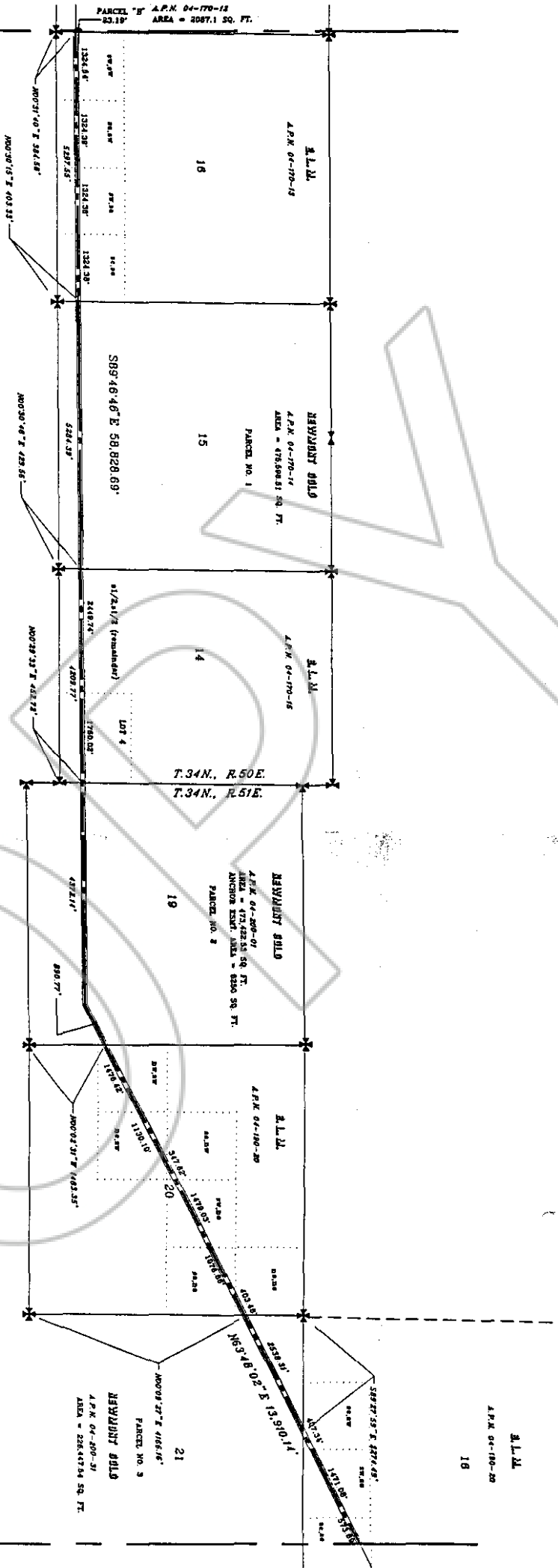
6381-23
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6381-04
6381-03
6381-02
6381-01



ALTO LAND & LIVESTOCK

APN 04-170-13
AREA = 2087.1 SQ. FT.

MATCH LINE-SEE SHEET F-MC2 OF F-MC4



LEGEND

- ✱ FOUND SECTION CORNER
- ✱ FOUND QUARTER CORNER
- ✱ NOT FOUND SECTION CORNER
- ✱ NOT FOUND QUARTER CORNER
- C.L. 120 KV OR 240 KV POWERLINE
- OR OR 140\"/>

SURVEYOR'S STATEMENT

WILLIAM L. THOMAS MAKES AND SAYS IN CONNECTION WITH THIS SURVEY AND THE PREPARATION THEREOF THAT HE IS A LICENSED SURVEYOR AND EMPLOYED BY SIERRA PACIFIC POWER COMPANY AS A PROFESSIONAL LAND SURVEYOR AND THAT HE HAS PERSONALLY CONDUCTED THE SURVEY AND THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND CORRECT AS OF THE DATE OF THIS STATEMENT AND THAT HE HAS NOT BEEN ADVISED OF ANY CHANGES IN THE BOUNDARIES OF THE LANDS DESCRIBED HEREIN SINCE THE DATE OF THIS STATEMENT.

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



EXHIBIT 'S'

SCALE: 1" = 1000'

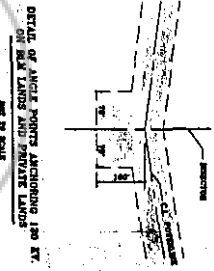
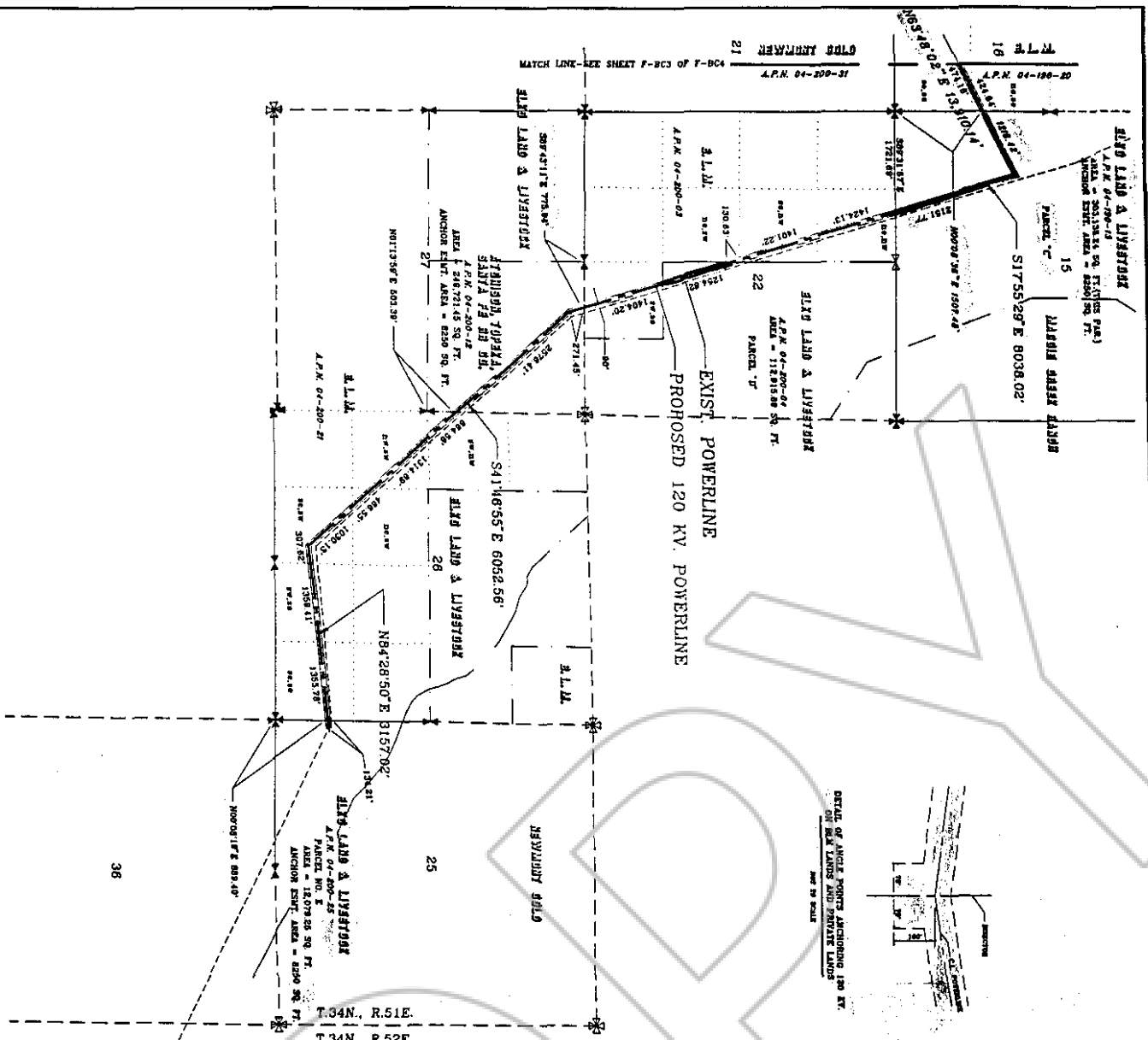
MATCH LINE-SEE SHEET F-MC4 OF F-MC4

SHEET F-MC3 OF F-MC4

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

SIERRA PACIFIC POWER COMPANY

6293-23	6551-23
6551-23	6551-23



- LEGEND**
- ✱ FOUND SECTION CORNER
 - ⊕ FOUND QUARTER CORNER
 - ⊙ NOT FOUND SECTION CORNER
 - ⊖ NOT FOUND QUARTER CORNER
 - C.L. 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 SIBRA PACIFIC POWER COMPANY and that this examination, position, survey and map were made by him personally or under his direct supervision and that the same are true and correct and accurately represented on this map.

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

EXHIBIT 'B'

MAGGIE CREEK SUB SITE

VALLEY-FALCON 345 KV
 FALCON-BELL CK. 20 KV
 FALCON-MAGGIE CK. 120 KV.

SIBRA PACIFIC POWER COMPANY

6881-23	6881-23
6881-23	6881-23
6881-23	6881-23

MADE

SCALE: 1" = 1000'

SHEET F-104 OF F-104

COPY

BOOK 270 PAGE 190

153154

EUREKA COUNTY, NEVADA
M.H. REBALZATI, RECORDER
FILE NO. FEE \$ 18.00

BOOK 270 PAGE 179
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power Co
94 JUN 21 4:52