

RECORDED AT REQUEST.

155159

APN:

04-20-12

WHEN RECORDED MAIL TO:

Mr. Robert Edwards
Sierra Pacific Power Company
6100 Neil Road
Post Office Box 10100
Reno, NV 89520-00

MAIL TAX STATEMENTS TO:

Same as above

NO TAX DUE - EASEMENT

S-2491
406spaced

EASEMENT DEED

EASEMENT DEED made this 22nd day of July, 1994

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation, hereinafter called "Santa Fe," hereby GRANTS to SIERRA PACIFIC POWER COMPANY, a Nevada corporation, hereinafter called "Grantee," an easement 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, hereinafter "Facilities," across, over, under and through that certain real property located in the County of Eureka, State of Nevada described in Exhibit "A" attached hereto and by this reference incorporated herein.

Santa Fe reserves the right to relocate the Facilities, at the sole option of Santa Fe and sole expense of Grantee in the event Santa Fe elects to remove or extract minerals from the subject property.

Santa Fe, and its successors and assigns, reserve the right to use the land for any purpose not inconsistent with this easement.

Grantee, and its successors and assigns, will at all times indemnify and save and hold harmless Santa Fe, and its successors and assigns, of and from any and all loss, damage or liability which Santa Fe 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.

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This easement is subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities, whether or not of record, or any state of facts an accurate survey or physical inspection of said Property would show.

IN WITNESS WHEREOF, Santa Fe has caused these presents to be signed in its name by Catellus Management Corporation, its attorney-in-fact, by its Vice President, its corporate seal affixed and attested by its Assistant Secretary, this 5th day of July, 1994.

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY
By: Catellus Management Corporation
Its Attorney-in-Fact

By: W. C. Matheson
William C. Matheson, Vice President

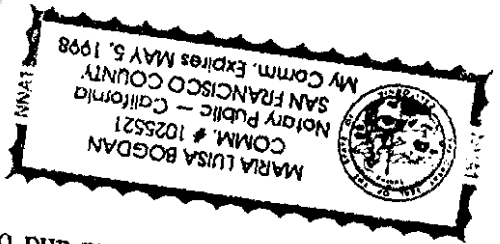
ATTEST:

By: [Signature]
Its Assistant Secretary

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On July 22, 1994 before me, Maria Luisa Bogdan Notary
William C. Matheson Notary
Public, personally appeared William C. Matheson
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

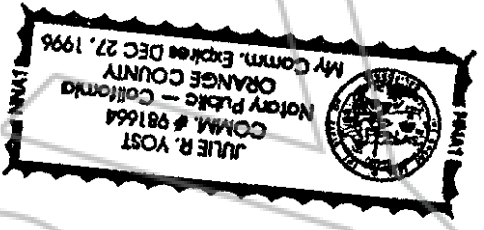
WITNESS, my hand and official seal.



STATE OF CALIFORNIA
COUNTY OF ORANGE

On July 25th 1994 before me, Julie E. Yost Notary
James I. Lemont Notary
Public, personally appeared James I. Lemont
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS, my hand and official seal.



Julie E. Yost Signature
8-2491

the following described property situated in the County of EUREKA, State of NEVADA,
to-wit:

A portion of the Northeast one-quarter of Section 27, Township 34 North,
Range 51 East, M.D.M., Eureka County, Nevada.

An electric power transmission line easement 90 feet in width, lying 45 feet on
each side of the following described centerline:

COMMENCING at the North quarter corner of said Section 27;

Thence South 89° 43' 11" East, 775.94 feet along the North Section line of said
Section 27 to the TRUE POINT OF BEGINNING;

Thence leaving said North Section line, South 17° 55' 29" East, 271.45 feet;

Thence South 41° 46' 55" East, 2576.41 feet to a point on the East Section line
of said Section 27 and the Southeasterly terminus of this description.

The above described easement contains an area of 249,721.45 square feet.

CATELLUS MANAGEMENT CORPORATION
1065 North Pacific Center Drive, Suite 200
Anaheim, California 92806

Recording requested by
and when recorded return to:

S-2491

SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that The Atchison, Topeka and Santa Fe Railway Company ("AT&SF"), a Delaware corporation, whose principal place of business is located at 1700 East Golf Road, 6th Floor, Schaumburg, Illinois 60173, does hereby nominate, constitute, and appoint Catellus Management Corporation, a Delaware corporation, ("CMC"), whose principal place of business is located at 201 Mission Street, San Francisco, California 94105, its true and lawful attorney in fact, for it and in its name, place, and stead, and for its use and benefit, for the purposes and under the terms set forth below as same involve or relate to certain of AT&SF's real property located in the State of Nevada, which real property is more particularly described in Exhibit "A" attached hereto and incorporated herein ("Real Property"):

To enter into any contract or contracts, or broker listing agreements in AT&SF's name for the sale of the Real Property, or any part thereof, with such persons and upon such terms as CMC shall in its discretion elect.

To grant, bargain, sell, and convey the Real Property for such prices and on such terms and conditions as CMC shall deem proper, with or without the taking back of purchase money mortgages or deeds of trust, and to collect and receive the proceeds from any such sale and to execute, acknowledge, and deliver in AT&SF's name such deeds or conveyances, with such covenants or conditions as CMC may deem proper, that may be required for the transfer of the Real Property or any part thereof or of any interest therein.

To exchange any Real Property for such other property, encumbered or unencumbered, as CMC shall, in its discretion, choose and upon such terms and conditions as CMC shall deem fit and proper, and to sign, execute, and deliver in AT&SF's name any contracts for the acquisition of such other property so exchanged or for the sale and conveyance of any Real Property, and to execute, acknowledge, and deliver in AT&SF's name any deeds or other instruments of conveyance that may be required to consummate such exchange, and to make any adjustments and any other acts or things that the AT&SF might do in making such exchange and effecting such sale of the Real Property and purchase of other property.

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To demand, collect, sue for, and receive all rents now due or which shall at any time hereafter become due to the AT&SF from past, present, or future tenants or occupants of and contractors for the Real Property, and the buildings, or other structures, located thereon and on payment thereof to give receipts, discharges, and releases in the name of the AT&SF in full satisfaction of said rents. The AT&SF, as claimant in any existing or future bankruptcy proceeding involving a tenant, occupant or vendee of, or contractor for, the Real Property as debtor therein, hereby authorizes CMC as attorney in fact for the AT&SF, to attend all meetings of creditors of the debtor or any adjournment thereof, and to vote on behalf of the AT&SF on any question that may be lawfully submitted to creditors at such meeting or adjourned meeting, and for a trustee or trustees of the estate of the debtor and to prosecute all claims on behalf of the AT&SF in such case or proceeding; to receive dividends or payments on any claim submitted on behalf of the AT&SF; and in general to perform any act not constituting the practice of law for the AT&SF in all matters arising in such case or proceeding.

In connection with the Real Property, to ask, demand, collect, sue for, and receive all sums of money, debts, or other obligations of any kind whatsoever which are now or shall hereafter become due, owing, or payable, or otherwise belong to the AT&SF, to settle and compromise any such debts or obligations that may be due to the AT&SF and to receive on behalf of the AT&SF any check or note payable to the AT&SF given in payment of any such debt or obligation and to take such other steps in connection with any such debt or obligation that CMC may deem necessary and proper and in the name of the AT&SF to execute and deliver any receipts, releases, or discharges of any such debt or obligation with the same effect as if such receipts, releases, or discharges were executed by the AT&SF itself.

To lease, offer to lease, to grant easements and licenses or other rights of possession or use of the Real Property and to execute, acknowledge and deliver in the name of AT&SF all instruments in connection therewith, all upon terms and conditions as CMC shall deem proper. Furthermore, to give notices, notices of termination, to terminate through lawful proceedings in the name of AT&SF all such rights of use or occupancy as CMC shall deem proper, and to do all other things which the AT&SF, as landlord of the Real Property, may do pursuant to said leases, licenses, easements, or at law or equity.

In connection with the Real Property, to represent AT&SF in any condemnation or eminent domain proceedings except for roadway, pipe, and wire line crossings of operating railroad property.

To manage, control, and take charge of the Real Property and to do everything necessary to carry on and continue the maintenance, repair, leasing, improvement, and management thereof as CMC may deem proper, including, but not limited to the obtaining of utility services to the Real Property, the regulation of common areas of the Real Property, the compliance with all provisions of federal, state, and local regulatory agencies as they effect the Real Property and the hiring of contractors and suppliers in connection with the maintenance, repair, improvement, or demolition of the Real Property.

To endorse and deliver for deposit with, or collection by The Northern Trust Company, any and all checks, drafts, promissory notes, certificates of deposit, or other orders or instruments for the payment of money.

The President or any Vice President of the attorney in fact is hereby authorized to sign on behalf of said attorney in fact any deed, document, agreement, or certificate necessary or desirable in carrying out the duties of said attorney in fact hereunder.

The following is a specimen of the handwriting and signature to be used by the attorney in fact authorized in this instrument.

ATTEST:

By: B. J. Leonard
Type of Print B. J. LEONARD
Its ASSISTANT Secretary

By: W. C. M. L.
Type of Print William C. Mayhewson
Its Director + Vice President

By: Catellus Management Corporation
Its: Attorney-In-Fact

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

GIVING AND GRANTING unto said attorney in fact full power and authority to do and perform every act necessary, requisite, or proper to be done in and about the Real Property as set forth above as fully as AT&SF might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue hereof.

All power and authority hereinabove granted shall in any event terminate on the 21 day of JUNE, 1995.

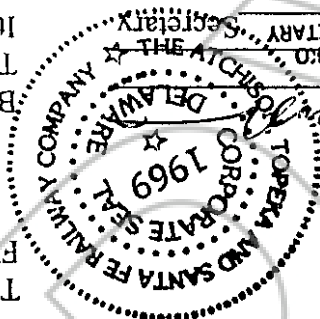
IN WITNESS WHEREOF, the AT&SF has executed this instrument this 21 day of JUNE, 1994.

ATTEST:

THE ATCHISON, TOPEKA AND SANTA
FE RAILWAY COMPANY

By: [Signature]
Type of Print W. N. SMETKO
Its CHIEF OF STAFF Secretary

By: [Signature]
Type of Print RUSSELL E. HAGBERG
Its SENIOR VICE PRESIDENT AND CHIEF OF STAFF



STATE OF ILLINOIS
(
(
(
COUNTY OF COOK

This instrument was acknowledged before me on JUNE 21, 1994
by RUSSELL E. HANBERG, SR. VICE, President-
GE. OF STAFF of The Atchison, Topeka and Santa Fe Railway Company, a
Delaware corporation, on behalf of said corporation.

Lois M. Melkovitz
Notary Public - State of Illinois
" OFFICIAL SEAL " LOIS M. MELKOVITZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/24/96
My commission expires: _____

All that certain real property situated in the County of EUREKA, State of NEVADA, described as follows:

A portion of the Northeast one-quarter of Section 27, Township 34 North, Range 51 East, M.D.M., Eureka County, Nevada.

An electric power transmission line easement 90 feet in width, lying 45 feet on each side of the following described centerline:

COMMENCING at the North quarter corner of said Section 27;

Thence South 89° 43' 11" East, 775.94 feet along the North Section line of said Section 27 to the TRUE POINT OF BEGINNING;

Thence leaving said North Section line, South 17° 55' 29" East, 271.45 feet;

Thence South 41° 46' 55" East, 2576.41 feet to a point on the East Section line of said Section 27 and the Southeasterly terminus of this description.

The above described easement contains an area of 249,721.45 feet.

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OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

Sierra Pacific Power Co

94 SEP 19 AM 11:49

EUREKA COUNTY NEVADA
M.N. REBALANCE RECORDER

FILE NO.

155159

FEES

15.00

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EXHIBIT "A"