

WHEN RECORDED RETURN TO

Sierra Pacific Power Company  
Right-of-Way Department  
P.O. Box 10100  
Reno, Nevada 89520

GRANT OF RIGHT-OF-WAY

THIS INSTRUMENT dated the 10 day of October, 1994, is from ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation ("Grantor") to SIERRA PACIFIC POWER COMPANY, a Nevada corporation ("Grantee"), with an address of 6100 Neil Road, P.O. Box 10100, Reno, Nevada 89520.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Grant of Right-of-Way. Subject to the provisions set forth below, Grantor does hereby grant to Grantee, its successors and assigns, a non-exclusive easement and right-of-way to use the roadway described in Exhibit "A" attached hereto and made a part hereof (the "Access Road") only to gain access to and from the real property described in Exhibit "B" attached hereto and made a part hereof (the "Parcel") and only in a manner commensurate with the general character, nature and width of the Access Road, as the same may be modified at any time by Grantor.

2. Termination of Easement and Right-of-Way.

Grantee's right to use the Access Road shall terminate automatically upon the reacquisition (if at all) by Grantor or Grantor's successors or assigns of the Parcel. After such reacquisition, and upon request, Grantee shall execute and record an instrument reasonably satisfactory to the owner of the Parcel evidencing such termination.

3. Provisions Relating to Use of Access Road.

a. Grantee shall use the Access road only for vehicular and pedestrian access to the Parcel and related electric transmission facilities. Grantee shall not permit vehicles or pedestrians to leave the Access Road and store vehicles or other of its materials on the Access Road or on any adjoining land, alter courses of natural watersheds, use or consume water, allow personnel to camp, hunt or fish on any adjoining land, or otherwise use the Access Road or any adjoining land in derogation of the purposes of this permit.

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b. Grantor shall be responsible for any damage to personal property or improvements, suffered by grantor, by reason of grantee's use of the Access Road.

c. Grantee 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 grantee's use of the Access Road.

d. The grant to grantee of the non-exclusive right to use the Access Road is a grant of a private right to grantee, as the grantee of the Parcel, and grantee's successors and assigns who acquire ownership of the Parcel. The grant is not intended to and shall not be deemed to grant to the public any right to use the Access Road. Grantee shall have no right to grant to any other party the right to use the Access Road except to access the Parcel, subject to and in accordance with the terms and provisions hereof.

e. Nothing in this instrument shall be construed to limit the right of grantor to use or develop any lands adjacent to the Access Road (except the Parcel), including without limitation, its right to conduct mineral exploration, development and operations on such lands ("mineral activities"), to build roads and fences within such lands, to relocate the Access Road or, if necessary or convenient to conduct mineral activities, to destroy the Access Road. If grantor shall destroy the Access Road, grantor shall provide grantee with a reasonable alternate route constructed by grantor on adjacent property.

f. Grantee shall, at grantee's sole cost and expense, comply with all applicable laws, statutes, ordinances, rules and regulations regulating the use by grantee of the Access Road.

4. Limitation on Warranties. Grantor makes no warranties of any kind, express or implied, as to the Access Road or the condition thereof for any purpose. Prior to acceptance of delivery of this instrument, grantee has inspected the Access Road and has satisfied itself as to its condition, and accepts the Access Road AS IS and WHERE IS for all purposes.

The parties hereto have executed this Instrument on the dates specified below their respective signatures.

GRANTOR:

ELKO LAND AND LIVESTOCK

COMPANY, a Nevada

corporation

By: Graham M. Clark, Jr.

Vice President

Date: October 12, 1994

GRANTEE:

SIERRA PACIFIC POWER COMPANY

By: Jack L. Byrom

Name: Jack L. Byrom

Title: V.P. UTILITY SERVICES BUSINESS

Date: October 24, 1994

STATE OF COLORADO

CITY AND COUNTY OF DENVER

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)  
)  
ss.

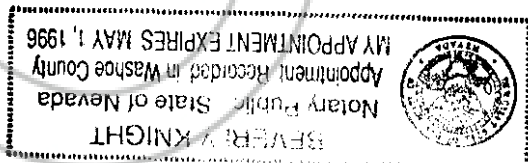
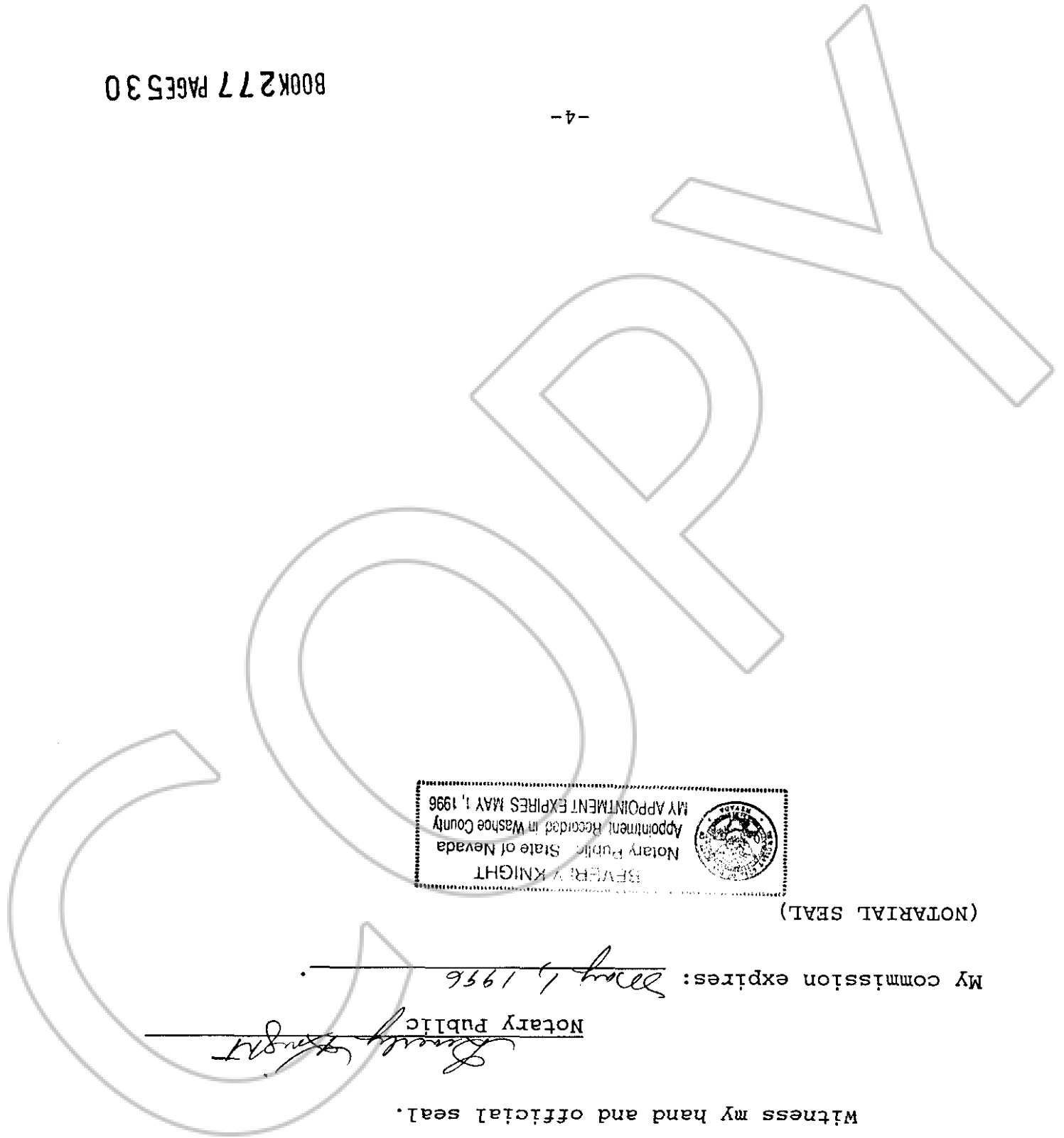
This Instrument was acknowledged before me on October 12, 1994 by Graham M. Clark, Jr., as Vice President of ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation.

Witness my hand and official seal.

Don M. Byrom  
Notary Public

My commission expires: My Commission Expires Nov. 18, 1996

(NOTARIAL SEAL)



(NOTARIAL SEAL)

My commission expires: May 1, 1996  
Notary Public Beverly Knight

Witness my hand and official seal.

This instrument was acknowledged before me on October 24, 1994 by JACK L. BYEOM as UTILITY SERVICES BUSINESS OF SIERRA PACIFIC POWER COMPANY, a Nevada corporation.

STATE OF NEVADA  
)  
COUNTY OF WASHOE  
)  
SS.

EXHIBIT "A"

Description of Access Road

A portion of Section 18, Township 34 North, Range 49 East, MDM, Eureka County, Nevada.

A roadway easement, for the purpose of ingress and egress, 50 feet in width, the Northernly line of which is described as follows:

COMMENCING at the West quarter corner of said Section 18;

Thence South  $10^{\circ}31'33''$  East, 1,796.49 feet, to a point on the eastern edge of that certain private road known as "The Dunphy Road", the TRUE POINT OF BEGINNING;

Thence South  $89^{\circ}01'37''$  East, 854.77 feet to a point on the Westerly property line of Parcel "2" as shown on the "Map of Division into Large Parcels for Eiko Land and Livestock Company", recorded August 15, 1994, as File No. 154663, in the Official Records of Eureka County, Nevada, the Easterly terminus of this description.

Together with the right to use that certain private road known as "The Dunphy Road" for ingress and egress.

EXHIBIT "B"

To Grant of Right-of-Way from Elko  
Land and Livestock Company to Sierra  
Pacific Power Company

Description of the Parcel

A portion of the South one-half of Section 18, Township 34  
North, Range 49 East, M.D.M., Eureka County, Nevada.  
All that certain real property shown as Parcel "2" on the "Map  
of Division into Large Parcels for Elko Land and Livestock  
Company", File No. 154663, filed August 15, 1994, official  
Records of Eureka County, Nevada. Said Parcel "2" being  
further described as lying within and bounded by the following  
described courses:

COMMENCING at the West quarter corner of said Section 18;  
Thence South 62° 59' 06" East, 2813.85 feet to the TRUE POINT  
OF BEGINNING;

Thence South 00° 27' 00" West, 1320 feet;

Thence North 89° 33' 00" West, 1320 feet;

Thence North 00° 27' 00" East, 1320 feet;

Thence South 89° 33' 00" East, 1320 feet to the Point of  
Beginning.

The above described parcel of land contains an area of  
1,742,400.00 square feet or 40 acres.

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
STEWART TITLE  
94 OCT 27 AM 11:12  
EUREKA COUNTY NEVADA  
M.M. REBALATI, RECORDER  
FILE NO.  
FEES \$12.00

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