

157234

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Right-of-Way Department
P.O. Box 10100
Reno, Nevada 89520
A.P.N. 04-080-01 & 04-150-01
Work Order Number 94-4617-23

NO PART OF THIS EASEMENT

GRANT OF EASEMENT
FOR
ELECTRIC TRANSMISSION

THIS CONVEYANCE, made and entered into this 17th day of October, 1985, 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 pole, 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 Electric 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.

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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 apurtenances, 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: *Graham M. Clark, Jr.*

Title: Vice President

Print Name: Graham M. Clark, Jr.

STATE OF Colorado

COUNTY OF Denver

)
) ss.
)

On October 18, 1994, before me, a Notary Public,

personally appeared Graham M. Clark, 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 of ELKO LAND AND

LIVESTOCK COMPANY on behalf of said corporation therein named and acknowledged

to me that the corporation executed it.



Graham M. Clark, Jr.
Notary Public

My Commission Expires Nov. 18, 1996

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AGREED TO AND ACCEPTED BY Sierra Pacific Power Company this
17th day of January, 1995.

By: Jack L. Byrom
JACK L. BYROM
Vice President, Utility Services Business

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

On January 17 1995, before me, a Notary Public, personally
appeared JACK L. BYROM, 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 BUSINESS of SIERRA PACIFIC POWER
COMPANY on behalf of said corporation.

ROBERT J. EDWARDS
Notary Public - State of Nevada
My Appointment Recorded in Carson City
MY APPOINTMENT EXPIRES MAR. 25, 1997



Robert J. Edwards
Notary Public

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EXHIBIT "A"

A portion of the East one-half of Section 32 and a portion of the West one-half of Section 33, Township 35 North, Range 49 East, and a portion of the East one-half of Section 5 and a portion of the West one-half of Section 4, Township 34 North, Range 49 East, M.D.M., Eureka County, Nevada.

An electric power transmission line easement 40 feet in width, lying 20 feet on each side of the following described centerline:

COMMENCING at the Southeast Section corner of Section 36, Township 35 North, Range 48 East, M.D.M., Eureka County, Nevada, as shown on Exhibit "B", attached hereto and made a part hereof by reference. Said Southeast Section corner being further described as a "1914 G.L.O. Cap;

Thence North 71° 01' 36" East, 10,994.78 feet to an existing power pole #112066 and the TRUE POINT OF BEGINNING;

Thence South 12° 28' 10" East, 672.46 feet;

Thence South 00° 11' 36" East, 5,222.79 feet;

Thence South 27° 10' 17" East, 481.70 feet to the Southerly terminus of this description.

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.

The above described transmission powerline easement contains an area of 255,078.00 square feet, or 5.8558 acres. The above described anchor easements contain an area of 2,000.00 square feet or 0.0459 acre.

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Debra Paule Jones
95 MAR 23 4 11: 26
EUREKA COUNTY NEVADA
M.M. REBALCATE, RECORDER
FILE NO. 157234
FEES 11.00