

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Right-of-Way Department
P.O. Box 10100
Reno, Nevada 89520
NO TAX FOR EASEMENT
Work Order Number
93-6383-23 (345KV)

GRANT OF EASEMENT
FOR
ELECTRIC TRANSMISSION

THIS CONVEYANCE, made and entered into this 17th day of January, 1995, 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 and Lander 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 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.

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. Restrictions on Grantor's Use. 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.

7. 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.

8. 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 thereto 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: Graham M. Clark, Jr.

Print Name: Graham M. Clark, Jr.

Title: Vice President

Colorado
~~STATE OF NEVADA~~

COUNTY OF Denver

()
ss. ()

On October 25, 1994, before me, a Notary Public, personally appeared Graham M. Clark, Jr. (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.

Graham M. Clark, Jr.
Notary Public

My Commission Expires Nov. 18, 1996



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.

[Signature]
Notary Public

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



EXHIBIT "A"

A portion of Sections 18 & 19, Township 34 North, Range 49 East, M.D.M., Eureka County, Nevada, and a portion of Sections 24, 23, 22, 21, and 20, Township 34 North, Range 48 East, M.D.M., Eureka County, Nevada, and a portion of the Northeast one-quarter of Section 19, Township 34 North, Range 48 East, M.D.M., Lander County, Nevada.

Parcel "X"

An electric power transmission line easement 140 feet in width, lying 70 feet on each side of the following described centerline:

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

Thence South 29° 42' 29" East, 2,981.60 feet to the **TRUE POINT OF BEGINNING**;

Thence South 00° 21' 58" West, 313.31 feet;

Thence North 89° 38' 02" West, 25,260.73 feet to a point on the North-South center of Section line of said Section 20, Township 34 North, Range 48 East, and the Westerly terminus of this description.

The above described easement contains an area of 3,580,888.06 square feet, more or less, or 82.2059 acres. The area of the anchor easement, shown on Exhibit "B" attached hereto and made a part hereof by reference, contains 21,383.56 square feet, more or less, or 0.4909 acres.

Parcel "Y"

An electric power transmission line easement lying within and bounded by the following described courses:

COMMENCING at the Northeast Section corner of said Section 19, Township 34 North, Range 48 East, as shown on Exhibit "B", attached hereto and made a part hereof by reference;

Thence South 00° 16' 35" West, 46.54 feet along the East Section line of said Section 19 to the **TRUE POINT OF BEGINNING**;

Thence continuing South 00° 16' 35" West, 168.40 feet along said East Section line;

Thence leaving said East Section line, North 55° 57' 50" West, 384.50 feet, to a point on the North Section line of said Section 19;

Thence South 89° 57' 02" East, 250.45 feet, along the North Section line of said Section 19; Thence leaving said North Section line, South 55° 57' 50" East, 83.26 feet to the Point of Beginning;

The above described easement contains an area of 32,743.45 square feet, more or less, or 0.7517 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.

falvalmy:ell 11/15/94

OFFICIAL RECORDS
LANDER CO. NEV
RECORD REQUESTED BY
Deena Pacific
95 MAR 16 P 3: 05
192947
HAYE K. TAGG
RECORDER
FEE 12
DEP

BOOK 282 PAGE 514
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Deena Pacific Power & Light
95 MAY -5 AM 11: 35
EUREKA COUNTY NEVADA
M.M. REBALCATTI, RECORDER
FILE NO. 157904
FEES 12.00