

160923

After Recordation Return To:

SIERRA PACIFIC POWER COMPANY

Right of Way

P. O. Box 10100

Reno, NV 89520

A.P.N.

10-510-04.08

Work Order Number

95-4891-23

~~NO TAX DUTY EASEMENT~~

**GRANT OF EASEMENT  
FOR ELECTRIC TRANSMISSION AND COMMUNICATION**

THIS INDENTURE, made and entered into this 28th day of November, 1995, by and between HOSPAH COAL COMPANY, a Delaware corporation, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, assigns and agents, permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct and operate one or more electric transmission and communication facilities, consisting of one or more circuits, together with the appropriate poles, towers, necessary guys and anchors, supporting structures, insulators and cross-arms, underground foundations, markers, fixtures, and other and necessary or convenient appurtenances connected therewith (hereinafter called "Utility Facilities"), across, over, upon, under, and through the following described property situate in the County of EUREKA, State of NEVADA, to-wit:

Portions of the South 1/2 Section 1 and the West 1/2 Section 11, Township 31 North, Range 47 East, MDM, Eureka County, Nevada

An easement 90.0 feet in width and lying 45.0 feet on each side of the following described centerlines:

**PARCEL 1**  
COMMENCING at the Southeast corner of said Section 1, designated in the field as a "T-BAR" in mound;

Thence North 112.97 feet along the East line of said Section 1 to the TRUE POINT OF BEGINNING;

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Theence South 89°30'41" West 5284.34 feet to a point on the West line of said Section 1.

Contains 10.918 acres, more or less.

PARCEL 2

COMMENCING at the Northwest corner of said Section 11, designated in the field by a notched stone and iron pipe;

Theence South 89°23'49" East 99.61 feet along the North line of said Section 11, to the TRUE POINT OF BEGINNING;

Theence South 01°45'39" East 5289.59 feet to a point on the South line of said Section 11.

Contains 10.929 acres, more or less.

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.

2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

7. Grantee shall have and hold the rights hereby granted and conveyed so long as it uses and maintains the easement 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. THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

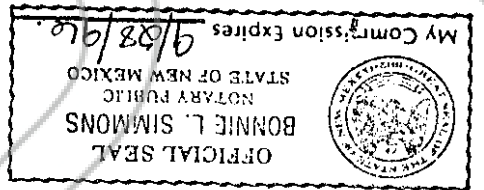
IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

HOSPAAH COAL COMPANY  
A Delaware corporation

BY: [Signature]  
Print Name: BRUCE D. HANSEN

STATE OF NEVADA (New Mexico)  
COUNTY OF BERNARDILLO )

This instrument was acknowledged before me on the 28<sup>th</sup> day of November, 1995, of BRUCE D. HANSEN as President of HOSPAAH COAL COMPANY.



[Signature]  
Notary Public

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
[Signature]  
96 JAN 16 PM 2:21

EURKA COUNTY NEVADA  
M.N. REBALATI, RECORDER  
FILE NO. \_\_\_\_\_  
FEES 9.00

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