

~~NO TAX DUTY EASEMENT~~

**GRANT OF EASEMENT
FOR
ELECTRIC TRANSMISSION**

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Right-of-Way Department
P.O. Box 10100
Reno, Nevada 89520

A.P.N. 04-150-01, 04-160-01,
04-240-06 & 04-250-11
Work Order Number 95-4891-23

THIS CONVEYANCE, made and entered into this 1st day of April, 1996, 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 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 Electrical 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. 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.

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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 appurtenances, unto said Grantee, its successors and assigns, forever.

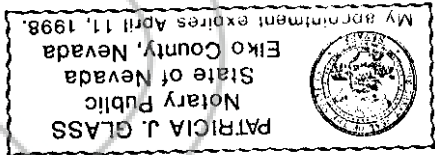
IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

ELKO LAND AND LIVESTOCK COMPANY,
A Nevada Corporation

By: [Signature]
Title: VICE PRESIDENT
Print Name: W. J. MULLID

STATE OF NEVADA
COUNTY OF ELKO

On April 14 1996, before me, a Notary Public, personally appeared W. J. Mullid (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.



[Signature]
Notary Public

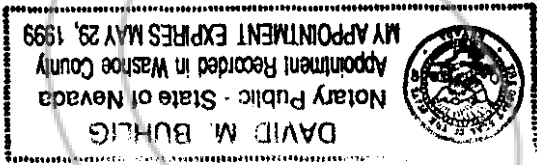
AGREED TO AND ACCEPTED BY Sierra Pacific Power Company this 25TH day of April, 1996

By: Jack L. Byrom
JACK L. BYROM
Vice President, Retail Customer Service Business

STATE OF NEVADA)
COUNTY OF WASHOE)

This instrument was acknowledged before me on April 25, 1996 by JACK L. BYROM, VICE PRESIDENT, RETAIL CUSTOMER SERVICE BUSINESS of SIERRA PACIFIC POWER COMPANY.

David M. Buhlig
Notary Public



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EXHIBIT "A"

A portion of Sections 18, 19, 30 and 31, Township 34 North, Range 49 East, and a portion of Sections 6, 7, 18 and 19, Township 33 North, Range 49 East, M.D.M., Eureka County, Nevada.

A 120 kV electric power transmission line easement 92 feet in width (47 feet on the North and West and 45 feet on the South and East), the centerline of which being more particularly described as follows:

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

Thence South 31° 35' 04" East, 2257.14 feet to a point on the West property line of that certain 40 acre parcel of land owned by Sierra Pacific Power Company, said point being on the centerline of a proposed 120 kV powerline and the TRUE POINT OF BEGINNING;

Thence North 89° 02' 29" West, 100.00 feet;

Thence South 63° 34' 51" West, 747.50 feet;

Thence South 00° 57' 37" West, 34,331.78 feet;

Thence South 41° 37' 51" West, 169.84 feet to a point on the West Section line of said Section 19, Township 33 North, Range 49 East, and the Westerly terminus of this description.

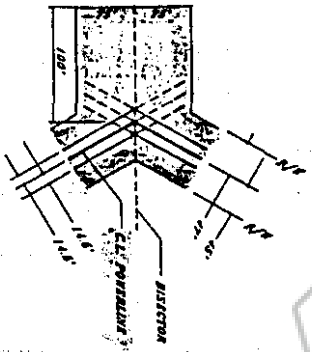
The above described easement contains an area of 3,252,119.04 square feet, more or less, or 74.658 acres.

Together with the right to install guy and anchor facilities, as shown on Exhibit "B" attached hereto and made a part hereof by reference, at angle and terminal poles.

mulcaym,elli (4/8/96)

BOOK 294 PAGES 28

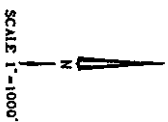
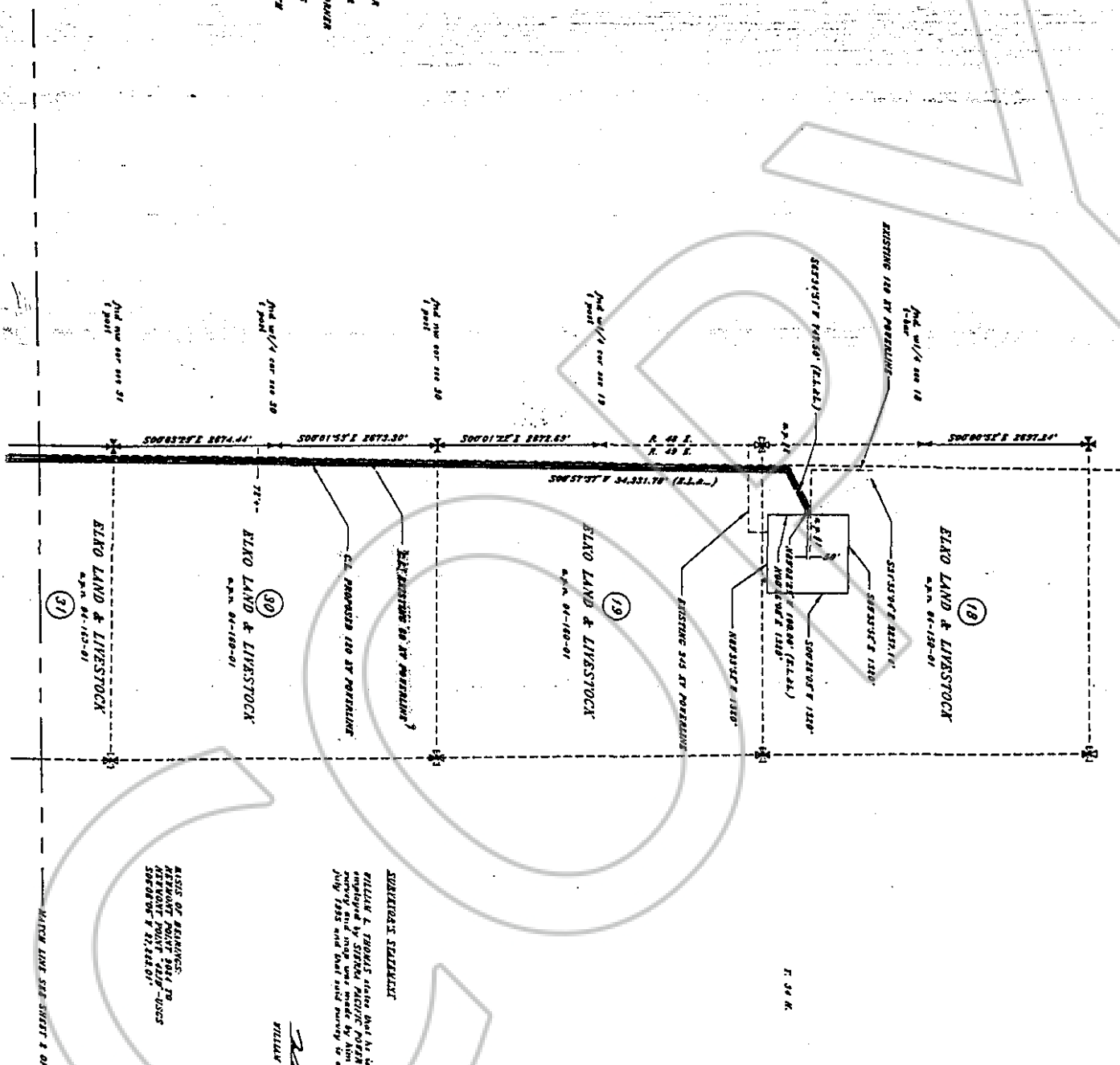
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DETAIL OF ANGLE POINTS ADJOINING 120 KV ON ALL LANDS AND ADJACENT LANDS not to scale

LEGEND

- I FOUND QUARTER CORNER
- ✕ FOUND SECTION CORNER
- ✕ NOT FOUND SECTION CORNER
- CL 120 KV POWERLINE
- 3" REEF AT 21' RISE



SURVEYOR'S STATEMENT

WILLIAM T. PROWSE, after that he is by occupation a professional land surveyor employed by SIBRA, INCORPORATED and that his transmission, possession, conveyance and map was made by him or under his supervision between March 1951 and July 1951 and that said survey is accurately represented on this map.

WILLIAM T. PROWSE, P.L.S. NO. 7092



THIS IS A REPRODUCTION OF THE ORIGINAL SURVEY MAP AND THE ORIGINAL SURVEY MAP IS ON FILE IN THE OFFICE OF THE COUNTY CLERK, ELKO, NEVADA.

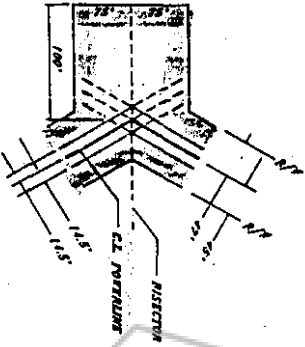
SHEET 1 OF 6

REPRODUCTION

RULE CANYON
120 KV POWERLINE

SIBRA PACIFIC POWER COMPANY

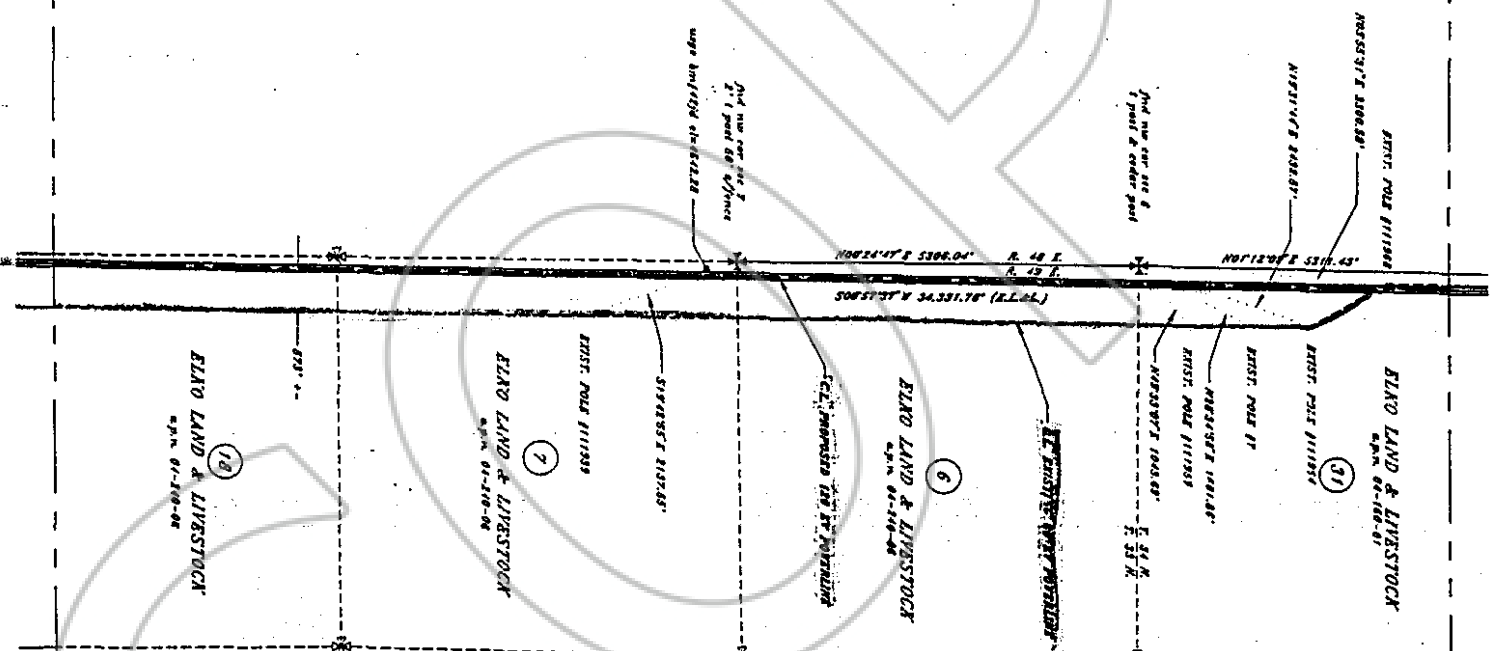
44
SIBRA PACIFIC POWER COMPANY
1951-52



DETAIL OF ANGLE POINTS APPROXIMATE 120 FT. ON R/W LANDS AND PRIVATE LANDS
REF TO SHEET

LEGEND

- Y POWER QUANTIA CONDUIT
- ✦ POWER SECTION CONDUIT
- ✧ NOT POWER SECTION CONDUIT
- CL 120 KV POWERLINE
- 33' RIGHT OF WAY BOUNDARY



WATER LINE SEE SHEET 1 OF 6

WATER LINE SEE SHEET 3 OF 6

SCALE 1"=1000'



SURVEYOR'S STATEMENT

WILLIAM L. THOMAS, State and Lic. No. 2, by appointment, a professional land surveyor, hereby certifies that the foregoing plat and map were made by him or under his supervision between March 1983 and July 1985 and that said survey is accurately represented on this map.

WILLIAM L. THOMAS, P.L.S. No. 2007



SHEET 2 OF 6



ROULE CANYON
120 KV POWERLINE

SIERRA PACIFIC POWER CORP.

4881-13

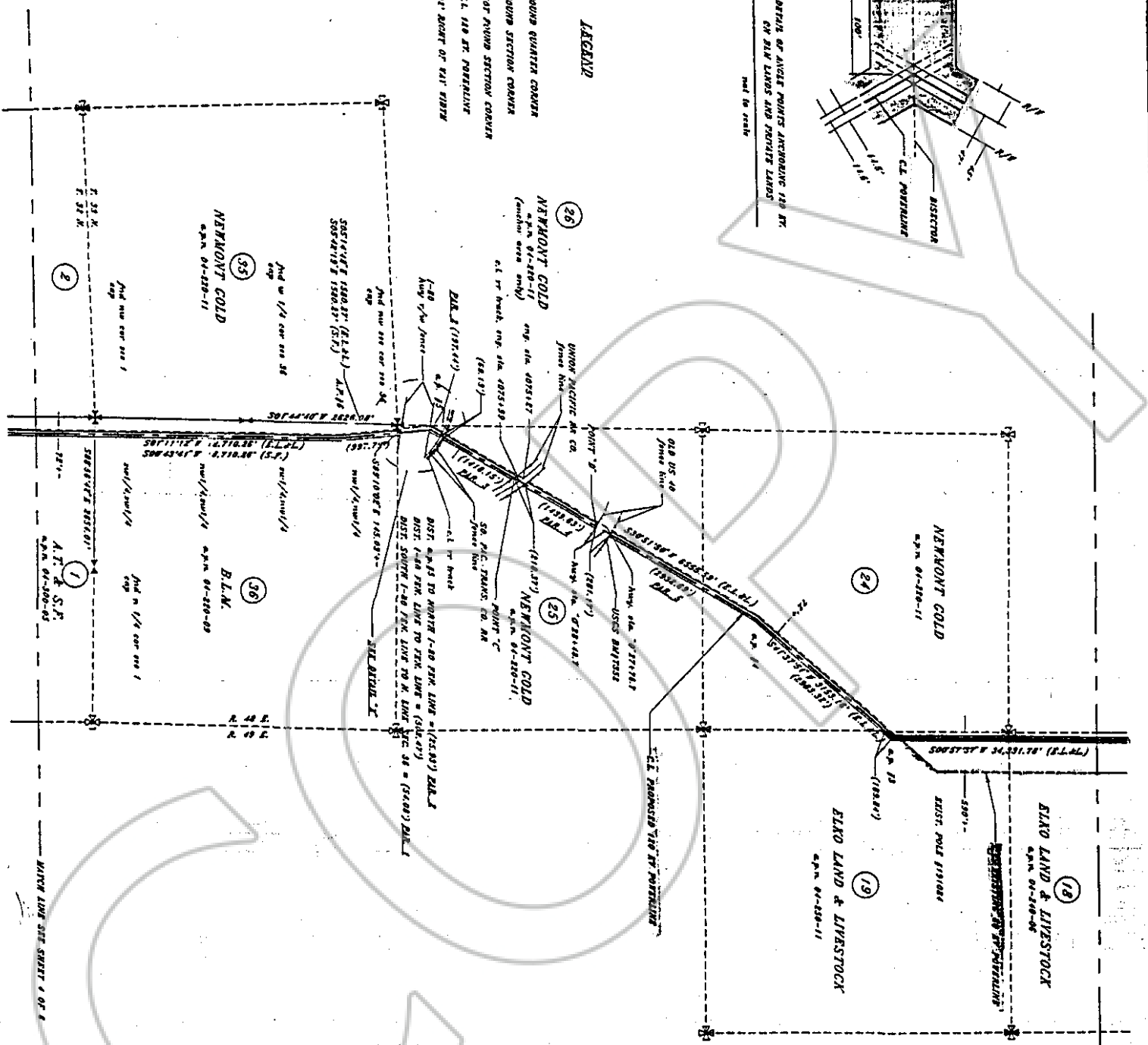
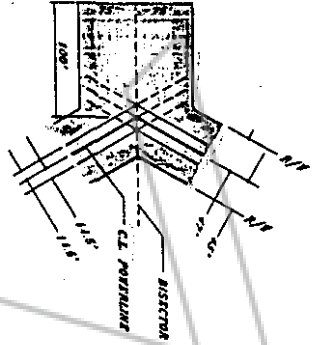
EUREKA COUNTY NEVADA
M.N. REBALCATTI, RECORDER
FILE NO. 14.00

BOOK 294 PAGE 524
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Shera Pacific Power
96 MAY - 5 AM 8:54

SCALE 1"=1000'

- FOUND QUARTER CORNER
- FOUND SECTION CORNER
- NOT FOUND SECTION CORNER
- CL. 100 FT. POWERLINE
- 50' BOUND OF 100 FT. POWERLINE

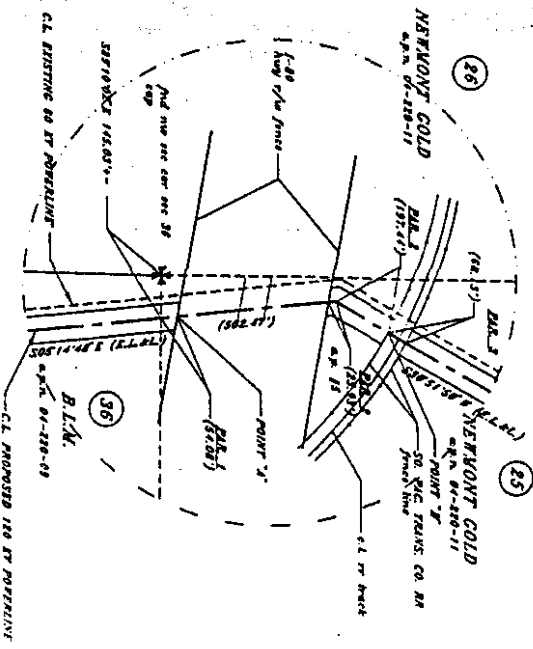
DETAIL OF ANGLE POINTS ACCORDING 100 FT. CL. OF 120' LANDS AND POWER LINES



WATER LINE SEE SHEET 4 OF 8

WATER LINE SEE SHEET 2 OF 8

DETAIL "X"
NOT TO SCALE



SURVEYOR'S TESTIMONY

WILLIAM L. THOMAS, holder of a license as a professional land surveyor, employed by SHERA PACIFIC POWER COMPANY and that his professional practice is limited to the State of Nevada, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me on May 1985 and that said survey is accurately represented on this map.

WILLIAM L. THOMAS, P.L.S. No. 10087



SHEET 3 OF 8

MULE CANYON
120 KV POWERLINE

SHERA PACIFIC POWER COMPANY

4931-27