

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

A.P.N.
10-510-02
 Work Order Number
96-10632-23

~~NO TAX DUE~~—EASEMENT

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

THIS INDENTURE, made and entered into this 26th day of August, 1996, 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:

A portion of the Southeast 1/4, Southeast 1/4 of Section 3, Township 31 North, Range 47 East, MDM, Eureka County, Nevada.

An easement lying totally within the East 40.0 feet of the South 430.0 feet of said Section 3.

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.

HOSPAH COAL COMPANY
A Delaware corporation

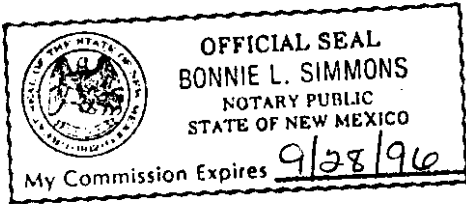
By: Bruce D. Hansen

Print Name: Bruce D. Hansen

Title: President *B.D.*

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me, a Notary Public, on the 26th day of
August, 1996, by Bruce D. Hansen as
President of HOSPAH COAL COMPANY, a
Delaware corporation.



Bonnie L. Simmons
Notary Public

1051002.doc

BOOK 30 | PAGE 23

SEC.
3

B.L.M.

SEC. 2

a.p.n. 10-510-03

se1/4
se1/4

HOSPAH COAL CO.
a.p.n.
10-510-02

sw1/4,sw1/4

se1/4,sw1/4

sw1/4,se1/4

se1/4,se1/4

SOUTH FALCON 120 kV LINE

S89°58'12"W 19,952.30'

SEE DETAIL-

SEC.
10

SEC. 11

HOSPAH COAL CO.
a.p.n. 10-510-08

B.L.M.
a.p.n.
10-510-07

S01°18'08"E 6014.65'

Mule Canyon Sub

Detail
nts

se1/4
se1/4
HOSPAH COAL CO.
a.p.n.
10-510-02

fn: notched stone & iron pipe.

Sec. Line

Str#17

Str#16

Str#15

Str#14

S.FALCON
STR.#138

North
430'

-WHIRLWIND SUB-

T. 31 N., R. 47 E.
EUREKA COUNTY, NEV.



SIERRA PACIFIC POWER COMPANY

HOSPAH COAL CO.
MULE CANYON 60KV LINE

BOOK 301 PAGE 021
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Serra Pacific Power
96 SEP 23 PM 1:23

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 11.00

164620

COPY

BOOK 301 PAGE 025