

**181727**

After Recordation Return:  
SIERRA PACIFIC POWER COMPANY  
Land Operations – S4B  
P.O. Box 10100  
Reno, NV 89520-0024

A.P.N.  
007-410-05  
Project Number:  
18212E

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

THIS INDENTURE, made and entered into this 3<sup>rd</sup> day of April, 2003, by and between HOMESTEAK MINING COMPANY OF CALIFORNIA, a California corporation, whose address is c/o Bick Management Corp., P.O. Box 112410, Salt Lake City, Utah 84147-2410 (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, successors and assigns, a permanent and exclusive easements and rights of way to construct, et, 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 necessary or convenient appurtenances connect therewith (hereinafter called "Utility Facilities"), across, over, upon, under, and through the following described property situated in the County of Eureka, State of Nevada, to-wit:

AS DESCRIBED ON EXHIBIT "A" AND DEPICTED ON EXHIBIT "B" BOTH ATTACHED HERETO AND MADE A PART HEREOF

Also with the right to install guy and anchor facilities at the angle and terminal pole locations, said guy and anchor facilities to extend not more than 160 feet from said pole locations.

IT IS FURTHER AGREED:

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

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

3. Grantee, its successors and assigns, will at all times save and hold harmless Grantor, its successors and assigns, 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, erecting, 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 building or structure, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

5. Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, 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, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

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

7. Grantor and Grantee hereby agree that this Revised and Amended Grant of Easement for Electric Transmission and Communication shall for all purposes replace and supercede that certain "Grant of Easement for Electric Transmission and Communication" dated March 8, 2002, granted by Homestake Mining Co. of California to Sierra Pacific Power Company, and recorded as Document Number 177993 in Book 346 at Page 493 of the Official Records of Eureka County, Nevada.

THIS REVISED AND AMENDED GRANT OF EASEMENT shall be binding upon the heirs, executors, administrators, successors in title, successors and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

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

IN WITNESS WEREOF, Grantor and Grantee have caused these presents duly to be executed the day and yeirst above written.

**GRANTOR:**

HOMESTAKE MINING COMPANY OF CALIFORNIA, a California corporation

By: *Margaret Winzel Boorda*

Print Name: MARGARET WINSEL BOORDA

Title: *Manager, Land Services*

**GRANTEE:**

SIERRA PACIFIC POWER COMPANY, a Nevada corporation

By: *William T. Roullier*

WILLIAM T. ROULLIER

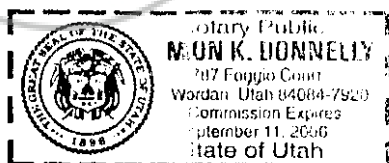
Title: Manager, Land Operations

STATE OF Utah )

COUNTY OF Salt Lake )

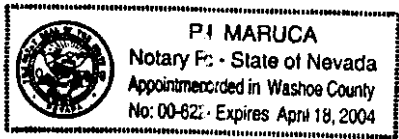
This instrument was acknowledged before me, a Notary Public, on the 3rd day of April, 2003, by Margaret Winzel Boorda as Manager, Land Services of HOMESTAKE MINING COMPANY OF CALIFORNIA, a Califua corporation.

*Mon K. Donnelly*  
Notary Public



STATE OF NEVADA    )  
COUNTY OF WASHO    )

This instrument was acknowledged before me, a Notary Public, on the 7<sup>TH</sup> day of April, 2003, by WILLIAM T. JULLIER as MANAGER, LAND OPERATIONS of SIERRA PACIFIC POWER COMNY, a Nevada corporation.



*P. J. Maruca*  
\_\_\_\_\_  
Notary Public

COOPER

Stantec Consulting Inc.  
6980 Sierra Center Parkway - 100  
Reno NV 89511  
Tel: (775) 850-0777 Fax: (775) 850-0787  
stantec.com



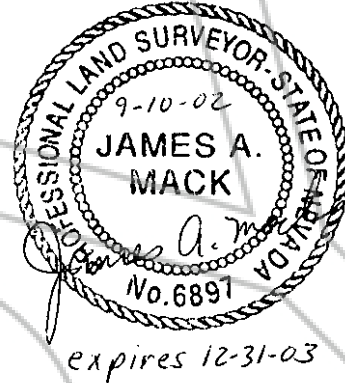
**Stantec**

**EXHIBIT A**

September 10, 2002  
Project No. 804000

Legal Description  
SIERRA PACIFIC POWER COMPANY  
POWERLINE EASEMENT

**OWNER: HOMSTAKE MINING CO. OF CALIFORNIA**  
**APN: 007-410-1**



The following describes the centerline of a one hundred and sixty (160) foot wide powerline easement, situate within a portion of Section 32, T20N, R53E, MDM, lying eighty (80) feet each side of the following described centerline:

**BEGINNING** a point on the westerly line said Section 32, from which a GLO brass cap, marking the west one-quarter corner of said Section 32, bears South 03°02'56" East, 1,426.64 feet distant;

Thence depart said westerly line, North 89°40'16" East, 2,753.29 feet to the north-south centerline said Section 32 and the Point of Terminus for this description, from which a GLO brass cap, marking the east one-quarter corner of said Section 32, bears South 63°13'41" East, 3,105.54 feet distant.

Buildings

Environment

Industrial

Transportation

Urban Land

The sidelines one above-described easement shall be lengthened or shortened so as to terminate upon endlines.

Containing an area of 10.11 acres of land, more or less.

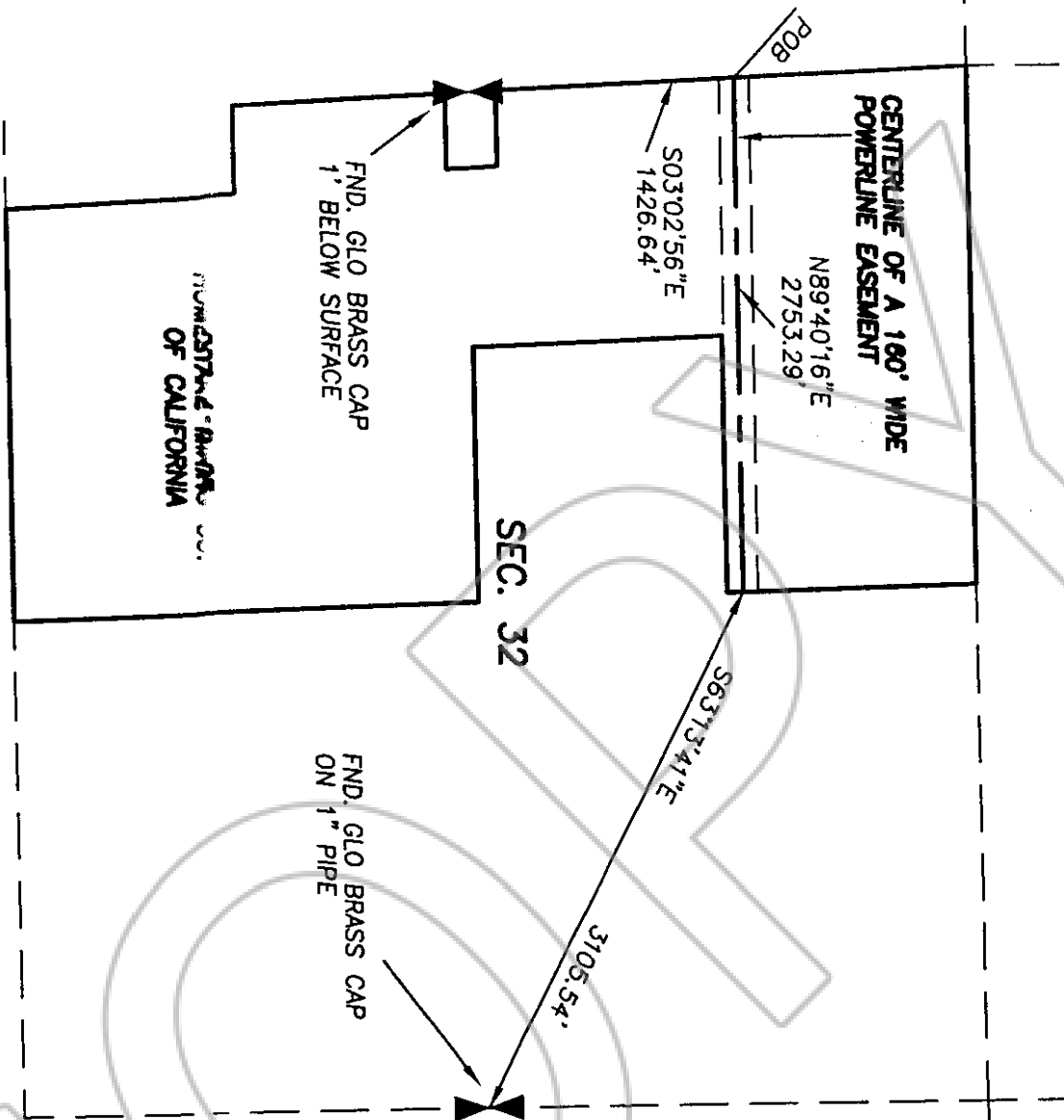
Basis Of Bearing: NAD 1983 (94 Harn Adjustment), UTM Zone 11.

**Stantec**  
Stantec Consulting Inc.  
3411 Second Ave.  
Sparks, Nevada 89431 USA  
Tel: (775) 786-4331  
Fax: (775) 786-4994  
www.stantec.com

MAP TO SUPPORT LEGAL DESCRIPTION  
**SIERRA PACIFIC POWER COMPANY**  
POR. SEC. 32, T20N, R53E, MDM

NEVADA  
EUREKA COUNTY  
80400400  
SEPTEMBER 2002

**EXHIBIT "B"**



UNINCORPORATED  
OF CALIFORNIA

FND. GLO BRASS CAP  
1' BELOW SURFACE

FND. GLO BRASS CAP  
ON 1" PIPE

SEC. 32

**BASIS OF BEARINGS**  
NAD 1983 (94 HARN ADJUSTMENT)  
UTM, ZONE 11  
**AREA = 10.11 ACRES ±**

SCALE: 1" = 1000'



BOOK 361 PAGE 81  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Sierra Pacific Power*  
2003 MAY -2 PM 3:46

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILENO. FEES \$19<sup>00</sup>



BOOK 361 PAGE 081 181727