

BOOK 439 PAGE 70 - 75  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Sierra Pacific Power*  
2006 JUL 10 AM 10:50

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 19.00

After Recordation Return To:  
SIERRA PACIFIC POWER COMPANY  
Land Operations Department  
PO Box 10100  
Reno, NV 89520

**205375**

**GRANT OF EASEMENT FOR OVERHEAD ELECTRIC TRANSMISSION,  
DISTRIBUTION AND COMMUNICATION**

THIS INDENTURE, made and entered into this 7 day of JULY 2006 by and between **ELKO LAND AND LIVESTOCK COMPANY**, a Nevada 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, exclusive and perpetual 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 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:

**SEE EXHIBITS "A" AND "A1" ATTACHED HERETO AND INCORPORATED HEREIN BY  
REFERENCE.**

**IT IS FURTHER AGREED:**

1. Grantee shall have at all times ingress and egress to the above-described land or 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 while 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. Grantee acknowledges that Wells Rual Electric Company has placed certain anchors and guy wires within the boundaries of the subject easement, and these existing structures are not 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, with reasonable written notice, shall relocate the facilities constructed pursuant to this easement, to a suitable location upon the Grantor's property, provided Grantor furnishes the necessary Right-of-Way at no cost to the Grantee and Grantor shall bear all costs of relocation.

7. 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.

8. Grantee shall have and hold the rights granted herein for so long as it uses and maintains the Utility Facilities on the lands described above, and the rights granted herein shall terminate upon Grantee's discontinuance of such use and maintenance for a period of one (1) year and a written statement from Grantee giving notice of intent to abandon the rights granted by this easement. In the event that there are three continuous years of non-use of the easement by the Grantee, Grantor shall have the right to demand from Grantee a good faith projection of Grantee's plans for reactivation of usage of the easement. If reactivation of usage is reasonably projected to take place within five years, following the aforesaid three years, then the easement shall not be deemed abandoned. If the reactivation of usage does not in fact occur within the said five years, the easement shall be deemed abandoned. Upon abandonment, all Grantee's rights in the easement shall revert to Grantor, its successors and assigns.

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 with the written permission of the other Party. Neither Party shall unreasonably withhold such permission.

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

ELKO LAND AND LIVESTOCK COMPANY

By: Leland W. Krugerud

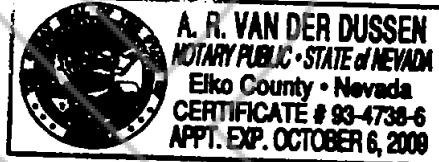
Print Name: Leland W. Krugerud

Title: President

STATE OF NEVADA )  
 ) SS  
COUNTY OF ELKO )

This instrument was acknowledged before me, a Notary Public on  
JULY 7, 2006, by LELAND W. KRUGERUD as  
PRESIDENT of ELKO LAND AND LIVESTOCK COMPANY.

A. R. Van Der Dussen  
Notary Public



Accepted and agreed to by Sierra Pacific Power Company on 7-6, 2006.

SIERRA PACIFIC POWER COMPANY  
A Nevada Corporation

By: William R. Bennett

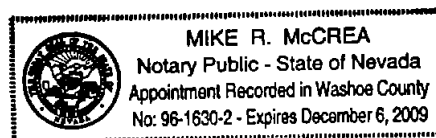
Print Name: William R. Bennett

Title: Supervisor of Land Operations

STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE )

This instrument was acknowledged before me, a Notary Public on  
7-6-2006, by WILLIAM R. BENNETT as  
SUPR. LAND OPERATIONS of SIERRA PACIFIC POWER COMPANY.

Mike R. McCre  
Notary Public



**EXHIBIT A**  
**ELKO LAND AND LIVESTOCK COMPANY TO**  
**SIERRA PACIFIC POWER COMPANY**  
**UTILITY EASEMENT**

An easement for utility purposes located in Section 25, Township 34 North, Range 51 East, M. D. B. & M., Eureka County, Nevada, being 90.00 feet in width, lying 45.00 feet on each side of the following described centerline:

Commencing at the Northwest Corner of Section 31, Township 34 North, Range 52 East, M. D. B. & M., a point from which the Northeast Corner of said Section 31 bears N 89° 39' 03" E, 5337.16 feet, thence N 71° 59' 17" W, 3623.39 feet to Corner No. 1, a point on the Northeasterly line of a parcel of land conveyed to Elko Land and Livestock Company by deed recorded in the office of the Eureka County Recorder, Eureka, Nevada in Book 104 at Page 349, Eureka County Nevada Official Records, the True Point of Beginning;

Thence S 83° 54' 02" W, 1692.29 feet to Corner No. 2, a point from which the West 1/4 Corner of said Section 25 bears N 04° 22' 32" W, 1774.52 feet, the Point of Ending.

The sidelines of the above described easement are to be shortened or lengthened so as to begin on the said Northeasterly line of the parcel of land conveyed to Elko Land and Livestock Company.

**TOGETHER WITH** an area lying within a 100.00 foot radius arc with its center point located at Corner No. 2 of the above described easement centerline. Said arc area lies Westerly of said Corner No. 2. The limits of said arc area is subtended by the Northerly

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Page 1

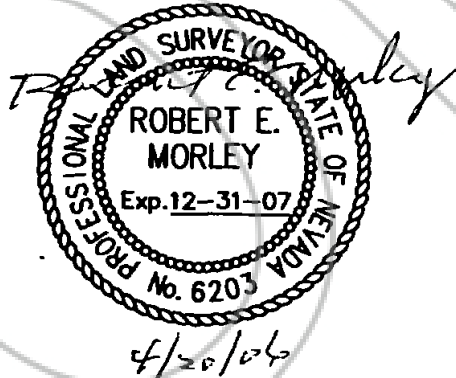
Prepared by Robert E. Morley  
High Desert Engineering, LLC

640 Idaho Street  
Elko, Nevada 89801

Elko Land and Livestock Company to  
Sierra Pacific Power Company  
Utility Easement  
Continued from Page 1

and Southerly sidelines of the above described easement as shown on Exhibit A1, Map of  
Utility Easement for Elko Land and Livestock Company & Sierra Pacific Power Company  
attached hereto and made a part hereof.

Reference is hereby made to Exhibit A1, Map of Utility Easement for Elko Land  
and Livestock Company & Sierra Pacific Power Company attached hereto and made a part  
hereof.



Page 2

Prepared by Robert E. Morley  
High Desert Engineering, LLC

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