

BOOK 439 PAGE 82-87  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Serra Pacific Power*  
2006 JUL 10 AM 10:54

After Recordation Return To:  
WELLS RURAL ELECTRIC COMPANY  
1451 Humboldt Avenue  
Wells, Nevada 89835

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 19.00  
**205377**

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**GRANT OF EASEMENT  
FOR OVERHEAD ELECTRIC TRANSMISSION**

THIS INDENTURE, made and entered into May 8<sup>th</sup> 2006 by and between **ELKO LAND AND LIVESTOCK COMPANY**, a Nevada corporation, (hereinafter referred to as "Grantor"), and **WELLS RURAL ELECTRIC 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, non-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 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 Exhibit "A", Attached Hereto And Made A Part Hereof.

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 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 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 describe 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 all such shall revert to Grantor, its successors or 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.

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.

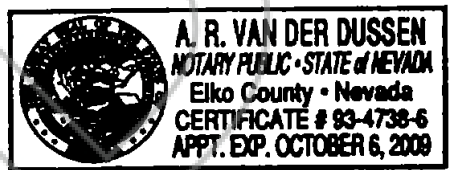
ELKO LAND AND LIVESTOCK COMPANY

By: [Signature]  
Print Name: Leland W Krugerud  
Title: President

STATE OF NEVADA )  
COUNTY OF ELKO )

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

[Signature]  
Notary Public



Accepted and agreed to by Wells Rural Electric Company on May 8th, 2006.

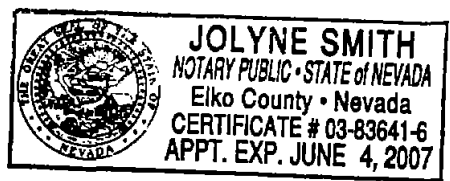
WELLS RURAL ELECTRIC COMPANY  
A Nevada Corporation

By: [Signature]  
Print Name: CLAY R. FITCH  
Title: CEO

STATE OF Nevada )  
COUNTY OF ELKO )

This instrument was acknowledged before me, a Notary Public on May 8, 2006 by Clay R. Fitch as CEO of WELLS RURAL ELECTRIC COMPANY.

[Signature]  
Notary Public



**EXHIBIT A**  
**ELKO LAND AND LIVESTOCK COMPANY TO**  
**WELLS RURAL ELECTRIC 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 72° 35' 14" W, 3484.69 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, 853.30 feet to Corner No. 2;

Thence S 36° 54' 45" W, 414.29 feet to Corner No. 3;

Thence S 70° 38' 45" W, 139.62 feet to Corner No. 4;

Thence S 86° 42' 31" W, 723.27 feet to Corner No. 5, a point on the West line of said Section 25 from which the West 1/4 Corner of said Section 25 bears N 00° 19' 15" E, 2176.89 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 and terminate on the West line of said Section 25.

Continued on Page 2

Page 1

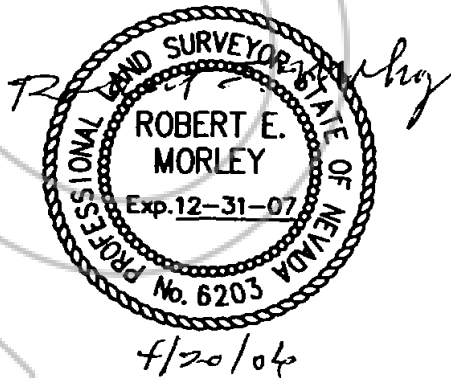
Prepared by Robert E. Morley  
High Desert Engineering, LLC

640 Idaho Street  
Elko, Nevada 89801

Elko Land and Livestock Company  
Wells Rural Electric Company  
Utility Easement  
Continued from Page 1

**TOGETHER WITH** an area lying within a 100.00 foot radius arc with its center point located at Corner No. 2, and Corner No. 3 of the above described easement centerline. Said arc areas lie Northwesterly of said Corner No. 2 and Southeasterly of said Corner No. 3. The limits of said arc areas are subtended by the Northerly and Northwesterly sidelines of the above described easement at Corner No. 2, and the Southerly and Southeasterly sidelines of the above described easement at Corner No. 3 as shown on Exhibit A1, Map of Utility Easement for Elko Land and Livestock Company & Wells Rural Electric 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 & Wells Rural Electric Company attached hereto and made a part hereof.



Page 2

Prepared by Robert E. Morley  
High Desert Engineering, LLC

640 Idaho Street  
Elko, Nevada 89801

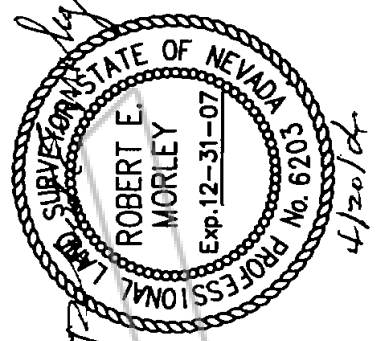
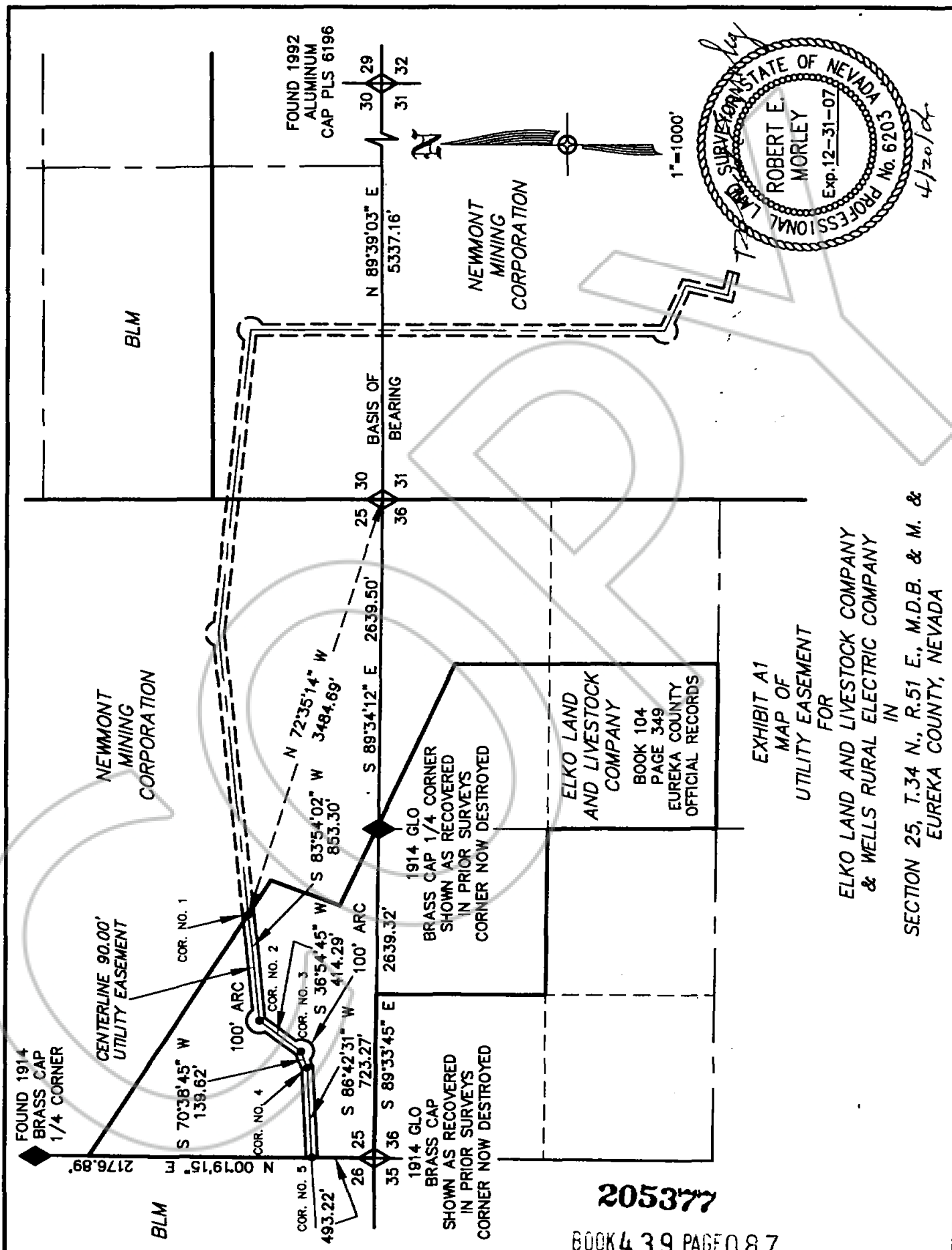


EXHIBIT A1  
 MAP OF  
 UTILITY EASEMENT  
 FOR  
 ELKO LAND AND LIVESTOCK COMPANY  
 & WELLS RURAL ELECTRIC COMPANY  
 IN

ELKO LAND AND LIVESTOCK COMPANY  
 BOOK 104  
 PAGE 349  
 EUREKA COUNTY  
 OFFICIAL RECORDS

SECTION 25, T.34 N., R.51 E., M.D.B. & M. &  
 EUREKA COUNTY, NEVADA

205377

BOOK 439 PAGE 087

FOUND 1992  
 ALUMINUM  
 CAP PLS 6196



1"=1000'

NEWMONT  
 MINING  
 CORPORATION

BLM

NEWMONT  
 MINING  
 CORPORATION

CENTERLINE 90.00'  
 UTILITY EASEMENT

FOUND 1914  
 BRASS CAP  
 1/4 CORNER

BLM

1914 GLO  
 BRASS CAP 1/4 CORNER  
 SHOWN AS RECOVERED  
 IN PRIOR SURVEYS  
 CORNER NOW DESTROYED

1914 GLO  
 BRASS CAP  
 SHOWN AS RECOVERED  
 IN PRIOR SURVEYS  
 CORNER NOW DESTROYED

COR. NO. 1

COR. NO. 2

COR. NO. 3

COR. NO. 4

COR. NO. 5

BASIS OF  
 BEARING

N 00°19'15" E  
 2176.89'

S 70°38'45" W  
 139.62'

S 36°54'45" W  
 414.29'

S 83°54'02" W  
 853.30'

N 72°35'14" W  
 3484.69'

S 89°34'12" E  
 2639.50'

N 89°39'03" E  
 5337.16'

S 86°42'31" W  
 723.27'

100' ARC

100' ARC

100' ARC

S 89°33'45" E  
 2639.32'

1914 GLO

1914 GLO

S 36°

S 31

S 30

S 31

S 30

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