

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy

Land Operations (S4B20)

P.O. Box 10100

Reno, NV 89520

DOC # 0220919

08/15/2012

02:01 PM

Official Record

Recording requested By
NV ENERGY

Eureka County - NV

Mike Rebaleati - Recorder

Fee: **\$21.00**

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RPTT:

Recorded By: FES

Book- 535 Page- 0269



0220919

C30- **23435**

APN 004-220-11 AND 004-400-01

WORK ORDER # 3000056362

Grant of Easement for UG ELECTRIC

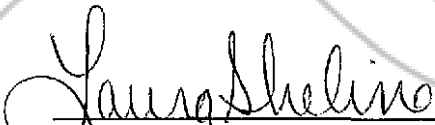
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ELKO LAND AND LIVESTOCK CO

Title of Document

This page added to provide additional information required by NRS 111.312
Sections 1-2. (Additional recording fee applies)

The undersigned hereby affirms that the attached document, including any
exhibits, hereby submitted for recording does not contain the personal
information of any person or persons. (Per NRS 239B.030)



LAURA SHELINO

APN: 004-220-11 and 004-400-01
After Recordation Return To:
Land Operations Department
NV Energy
PO Box 10100 MS S4B20
Reno, NV 89520

**GRANT OF EASEMENT
FOR OVERHEAD ELECTRIC TRANSMISSION**

Elko Land and Livestock Company, a Nevada corporation, (hereinafter referred to as "Grantor") grants and conveys to Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy, (hereinafter referred to as "Grantee"), it's successors and assigns, a perpetual right and easement:

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-1" and "A-2", 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 for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.

2. Grantee specifically agrees and acknowledges that with respect to any and all work or other activities conducted by Grantee and its employees, contractors and agents, Grantee is liable for any actual damages sustained to the Property or any improvements thereon and all injuries resulting from the negligence, wantonness or malice of Grantee and its employees, contractors and agents.

3. 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.

4. 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.

5. Grantor may require that the easement location and Utility Facilities be moved to another location on Grantor's property, provided (i) a legitimate business reason exists to move the said easement and Utility Facilities, (ii) moving the said easement and Utility Facilities is commercially practicable with Grantee's existing operations, and (iii) Grantor agrees to pay for all reasonable and necessary costs of such relocation.

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. The Parties agree that should Grantee, in its reasonable and good faith discretion, determine that it no longer needs the easement, and upon Grantor's request, Grantee will, through its standard relinquishment process, proceed to relinquish the easement 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]

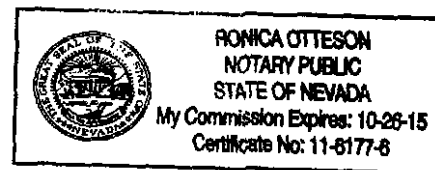
Print Name: THOMAS R. KERR

Title: VICE PRESIDENT

STATE OF NEVADA)
COUNTY OF ELKO)

This instrument was acknowledged before me, a Notary Public on May 7, 2012, by THOMAS R. KERR as VICE PRESIDENT, of ELKO LAND AND LIVESTOCK COMPANY.

[Signature]
Notary Public



Accepted and agreed to by NV Energy on APRIL 30, 2012.

SIERRA PACIFIC POWER COMPANY, a Nevada corporation d/b/a NV Energy

By: [Signature]

Print Name: MATT E. GINGERICH

Title: MANAGER PROPERTY SERVICES

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public on 4/30/2012, by Matt E. Gingerich as Manager, Property Services, of SIERRA PACIFIC POWER COMPANY, a Nevada corporation d/b/a NV Energy

[Signature]
Notary Public





ELKO LAND & LIVESTOCK COMPANY
A.P.N. 004-220-11

**EXHIBIT A-1
LEGAL DESCRIPTION
EASEMENT**

That certain piece of land situate in the Southwest Quarter (SW $\frac{1}{4}$) of Section 26, Township 33 North, Range 48 East, M.D.M., County of Eureka, State of Nevada, more particularly described as follows:

An easement 15.00 feet in width lying 7.50 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of Section 25 as shown on the Boundary Line Adjustment Record of Survey for Newmont Mining Corporation & Eureka County, recorded on March 23, 2001 as Document #176386 in the Official Records of Eureka County, Nevada.

THENCE North $81^{\circ}23'14''$ West, 10,134.97 feet to the POINT OF BEGINNING;

THENCE North $51^{\circ}42'29''$ East, 1,805.94 feet to the terminus of this easement.

Also with the right to install guy and anchor facilities at angle pole and terminal pole locations, said guy and anchor facilities to be extended not more than 25 feet from poles so supported.

This easement contains 27,089 square feet of land more or less.

All as shown on attached Exhibit Map "B" hereby made a part of this description.

Basis of Bearings for this easement is said Map.

Prepared by Ryan A. Hamrick

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P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com



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EXHIBIT B-1

N

SCALE: 1"=2000'

FD 5/8"
REB/CAP
PLS 7000

RS 176386
FOR NEWMONT MINING

N64°13'08"E (TIE)
3768.22'

15' EASEMENT

P.O.B.

N51°42'29"E
1805.94'

ELKO LAND &
LIVESTOCK COMPANY

A.P.N. 004-220-11
EASEMENT
AREA=±27,089 SF

N81°23'14"W (TIE)
10134.97'

POC
FD 3/4" REB
NO ID
SE COR S25



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP

EASEMENT

ELKO LAND & LIVESTOCK COMPANY

A.P.N. 004-220-11

SEC. 26, T. 33 N., R. 48 E., M.D.M.

DUNPHY EUREKA COUNTY NEVADA

JULY 11, 2011

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ELKO LAND & LIVESTOCK COMPANY
A.P.N. 004-400-01

**EXHIBIT A-2
LEGAL DESCRIPTION
EASEMENT**

That certain piece of land situate in the Southwest Half (SW ½) of Section 26, Township 33 North, Range 48 East, M.D.M., County of Eureka, State of Nevada, more particularly described as follows:

An easement 15.00 feet in width lying 7.50 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of Section 25 as shown on the Boundary Line Adjustment Record of Survey for Newmont Mining Corporation & Eureka County, recorded on March 23, 2001 as Document #176386 in the Official Records of Eureka County, Nevada.

THENCE North 72°57'36" West, 8998.28 feet to the POINT OF BEGINNING;

THENCE North 51°53'53" East, 587.60 feet;

THENCE North 59°42'59" East, 650.06 to the terminus of this easement.

Also with the right to install guy and anchor facilities at angle pole and terminal pole locations, said guy and anchor facilities to be extended not more than 25 feet from poles so supported.

This easement contains 18,556 square feet of land more or less.

All as shown on attached Exhibit Map "B" hereby made a part of this description.

Basis of Bearings for this easement is said Map.

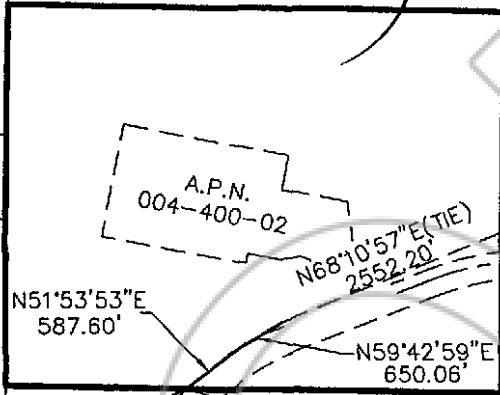
Prepared by Ryan A. Hamrick

EXHIBIT B-2

ELKO LAND &
LIVESTOCK COMPANY
A.P.N. 004-400-01
EASEMENT
AREA=±18,556 SF

N

SCALE: 1"=2000'



FD 5/8"
REB/CAP
PLS 7000

RS 176386
FOR NEWMONT MINING

N51°53'53"E
587.60'

N68°10'57"E (TIE)
2552.20'

N59°42'59"E
650.06'

P.O.B.

N72°57'36"W (TIE)
8998.28'

OLD HWY 40

POC
FD 3/4" REB
NO ID
SE COR S25



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP

EASEMENT

ELKO LAND & LIVESTOCK COMPANY

A.P.N. 004-400-001

SEC. 26, T. 33 N., R. 48 E., M.D.M.
DUNPHY EUREKA COUNTY NEVADA

JULY 19, 2011

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