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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that the PIOCHE POWER & LIGHT CO., a Nevada corporation, as Grantor, in consideration of the sum of Sixty-six Thousand Dollars (\$66,000.00), current lawful money of the United States of America, paid to it by THE TOWN OF PIOCHE, an unincorporated town and a political sub-division of the State of Nevada, as Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN and SELL to the said Grantee the following described personal property:

All of that certain personal property as more particularly set forth in Exhibit "A", attached hereto, and by reference made a part hereof as though fully set forth herein.

TO HAVE AND TO HOLD all and singular, the said goods and chattels to the said Grantee and to its successors and assigns to their own use and behoof forever.

THE GRANTOR further assigns all its right, title and interest in and to that certain Agreement dated January 7, 1971, a copy of which is attached hereto as Exhibit "B", and by reference thereto incorporated herein as if fully set forth.

THE GRANTOR hereby covenants with the said Grantee that it is the lawful owner of the said goods and chattels; that it acquired the same lawfully and free from all encumbrances; that it has good right to sell the same as aforesaid; that it will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF the said Grantor has caused this Bill of Sale to be executed and sealed this 26 day of October, 1971.

PIOCHE POWER & LIGHT CO.

By Joe M. Cohen

Title: Acting Pres

STATE OF NEVADA)  
                  : ss  
COUNTY OF LINCOLN)

On this 26 day of October, 1971, personally appeared before me, a Notary Public in and for said County and State, Joe M. Cohen, known to me to be the Acting President executing the same on behalf of the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of said corporation as above designated; that the signature to said instrument was made by an officer of said corporation as indicated; that said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Barbara S. Matthews  
Notary Public

BARBARA S. MATTHEWS  
Notary Public, State of Nevada  
COMMISSION EXPIRES  
July 20, 1974

Exhibit "A"

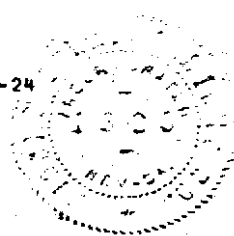
## INVENTORY - DEC. 31, 1970

1	Adaptor Ring ES6-6W	1.37	1.37
1	Arrestor 825552 Secondary	6.55	6.55
5	Arrestors 1105473C	10.50	52.50
6	Arrestors & Brackets 524978	7.42	44.52
1	Ballast 6G1000	7.34	7.34
1	Ballast 306 P942 G01	18.36	18.36
1	Brick Oven 1030019	1.70	1.70
1	Brick Oven 1117779	1.48	1.48
1	Bolt, Angle #5010	1.08	1.08
10	Bolts, Thru #9810	.44	4.40
50	Bolts, Thru #9814	.50	25.00
28	Bolts, Thru #6116	.55	15.40
2	Bolts, Thru #6118	.60	1.20
2	Bolts, Thru #6120	.70	1.40
14	Bolts, Thru #6124	.90	12.60
3	Bolts, Machine #8710	.30	.90
8	Bolts, Double Arming #6444	1.10	8.80
1	Bolt, Double Arming #9870	1.20	1.20
12	Bolts, Double Arming #9868	.92	11.04
26	Bolts, Double Arming #6436	.60	9.60
12	Bolts, Double Arming #6434	.50	6.00
4	Bolts, Thimble Eye J8152	.88	3.52
27	Bolts, Eye J9406 to J9416	.21	5.67
17	Boxes - 54151-1/2	.28	4.76
22	Boxes - 54151-3/4	.30	6.60
13	Boxes 520W	.62	8.06
47	Boxes 520WC	.61	28.67
30	Boxes #487	.50	15.00
21	Boxes 72171	.63	13.23
16	Boxes 52171 Special	.54	8.64
84	Braces, Cross Arm	.20	16.80
67	Bugs- #2F	.33	28.71
73	Bugs #4	.50	36.50
53	Bugs #1H	.84	45.32
10	Bugs 1/0	1.08	10.80
18	Bugs 2/0	1.74	31.32
50	Bugs 4/0 Solid & Stral.	2.78	139.00
4	350 CM	5.12	20.48
2	500 CM	6.65	13.30
3	1000 CM	15.31	45.93
11	Bugs KSU22	.80	8.80
25	Bugs KSU 23	.88	22.00
29	Bugs KSU 25	1.50	43.50
32	Bugs KSU 26	1.85	59.20
13	Bugs 40HPW	2.32	30.16
8	Bugs KSU 29	2.10	16.80
19	Bushings #125	.21	3.99
8	Clamps, Service Wedge	.80	6.40
7	Cross Arms 5'-7"	2.25	15.75

3	Capacitor 161-180	1.65	4.95
2	Capacitor 400-480	2.54	5.08
6	Caps, #1400	.80	4.80
4	Caps, #4125-5	2.25	9.00
23	Caps, HRA	.40	9.20
3	Caps, #9953	.75	2.25
6	Caps, #5266	.70	4.20
16	Caps, #652	.53	8.48
3	Caps, #9112	.62	1.86
3	Clamps, Ground Rod 5/8	.60	1.80
6	Clamps, Ground Rod 1/2"	.47	2.82
7	Clamps, 2 Bolt #9000	.20	1.40
2	Condulets C17	.90	1.80
2	Condulets X17	1.50	3.00
4	Condulets 6R17	.90	3.60
3	Condulets LL17	.90	2.70
3	Condulets 6B17	.90	2.70
5	Condulets T17	1.15	5.75
19	Condulets 170 (Covers)	.25	4.75
4	Condulets LR27	1.10	4.40
3	Condulets LL27	1.10	3.30
3	Condulets LB 27	1.10	3.30
3	Condulets X27	1.80	5.40
4	Condulets T27	1.35	5.40
1	Condulet LB37	1.65	1.65
3	Condulets LL37	1.65	4.95
3	Condulets LR37	1.65	4.95
8	Condulets 370 (Covers)	.45	3.60
3	Condulets T37	2.05	6.15
2	Condulets LR47	2.60	5.20
1	Condulet LL47	2.60	2.60
1	Condulet LB47	2.60	2.60
2	Condulets T47	3.05	6.10
1	Condulet C47	2.60	2.60
3	Condulets X47	3.50	10.50
17	Condulets 470 (Covers)	.55	9.35
1	Condulet LB57	3.40	3.40
2	Condulets 6R57	3.40	6.80
2	Condulets LL57	3.40	6.80
1	Condulet 570 (Covers)	.55	.55
3	Condulets 670 (Covers)	.95	2.85
2	Condulets LL67	5.65	11.30
2	Condulets LR67	5.65	11.30
1	Condulet LB67	5.65	5.65
300'	Conduit, Rigid 1/2"	.20	60.00
50'	Conduit, Rigid 3/4"	.25	12.50
30'	Conduit, Rigid 1"	.32	9.60
110'	Conduit, Rigid 1-1/4"	.46	50.60
140'	Conduit, Rigid 1-1/2"	.47	65.80
80'	Conduit, Rigid 2"	.81	24.80
100'	Conduit, Rigid 3"	1.25	125.00



500'	Conduit, Thinwall 1/2"	.06	30.00
150'	Conduit, Thinwall 3/4"	.09	14.40
120'	Conduit, Thinwall 1"	.14	16.80
100'	Conduit, Thinwall 1-1/4"	.20	20.00
70'	Conduit, Thinwall 1-1/2"	.22	15.40
130'	Conduit, Thinwall 2"	.28	36.40
25'	Conduit, Flexible 3/8"	.11	2.75
37'	Conduit, Flexible 1/2"	.16	6.52
69'	Connector, Thinwall TC211	.09	6.21
61	Connectors, Box NC30	.06	3.66
13	Connectors #3303	.30	3.90
44	Connectors #3304	.52	22.88
16	Connectors #3305	.54	8.64
50	Couplings #2828	.23	11.50
4	Covers #52C1	.15	.60
41	Covers #99071	.12	4.92
12	Covers #91101	.20	2.40
14	Covers #92101	.17	2.38
25	Covers #92071	.12	5.00
2	Covers #91091	.12	.24
2	Cut Outs, Fuse #31273	2.65	5.30
20	Dead Ends 4/0	2.75	55.00
7	Dead Ends 2/0	2.20	15.40
13	Dead Ends #3 Solid	2.20	28.60
7	Dead Ends #27 FD	1.25	8.75
53	Dead Ends #41 FD	1.20	63.60
15	Dead Ends #61 FD	.90	13.50
23	Dead Ends AL27FD	1.60	36.80
10	Dead Ends AL101FD	1.80	18.00
12	Dead Ends AL107FD	2.10	25.20
16	Dead Ends AL207FD	2.60	41.60
1	Element HDW2000	11.20	11.20
2	Elements AH2725 & 2730	4.35	8.70
1	Element AH2735	7.60	7.60
2	Elements AH2745	6.10	12.20
1	Element F230D	4.39	4.39
1	Element RTSP110	5.67	5.67
1	Element RTMF115	5.86	5.86
1	Element RTF245	8.33	8.33
1	Element F215D	5.14	5.14
1	Element RTMF225	6.51	6.51
1	Element TGA1157-L	3.75	3.75
4	Element Wire 1145454	2.40	9.60
10	Eyelets 5/8 J1126	1.00	10.00
5	Federal Panels - #108	7.05	35.25
1	Federal Panel - LX116-24	13.00	13.00
39	Federal - 1 pole	1.85	72.15
37	Federal - 2 pole	4.05	149.85
108	Fuses - 10-20-30 Amp.	.08	8.48
10	Fuses - REN 30 250V.	.51	5.10



20	Fuses - REN 60 250V.	.95	19.00
4	Fuses - REN 100 250V.	2.16	9.64
3	Fuses - REN 200 250V.	4.74	13.22
10	Fuses - RES 30 600V.	1.50	15.00
9	Fuses - RES 60 600V.	2.30	20.70
3	Fuses - RES 100 600V.	5.43	16.29
4	Fuses - RES 200 600V.	8.50	34.00
6	Glass - Meter #839277	2.10	12.60
2	Guy-Plate-Sidewalk #1501	3.80	7.60
2	Guy-Plate-Sidewalk #1502	5.20	10.40
23	Insulator - #455	.36	8.28
44	Insulator - #1606	.14	5.96
32	Insulator - Pin L223	.75	28.00
30	Lamps F40	.90	27.00
2	Lamps F72T12	1.50	3.00
13	Lamps F96T12	1.45	17.85
3	Lamps 306P942G01	31.75	95.25
6	Lampholder #5291	1.23	7.38
9	Lampholder #5228	.51	4.59
8	Lampholder #8101	.15	1.20
4	Lampholder #3996	1.25	5.00
2	Meters - 510C910G31	18.00	36.00
1	Meter - 510C906G06	20.00	20.00
2	Nuts #144	.15	.30
8	Oil, Transformers	.68	5.44
13	Outlets, Duplex 5262	2.50	32.50
18	Outlets, Duplex 5242	.82	14.76
4	Outlets, 4124-1	1.46	5.84
19	Outlets, Duplex #556	1.10	20.90
10	Pins-Steel #J203	1.06	10.60
7	Poles- 35 Footers	26.75	187.25
1	Pole - 40 Footer	27.50	27.50
6	Rack, Extentions #3357	1.55	9.30
12	Racks, Secondary #J1158	3.62	43.33
4	Rods, Chance 5306-1/2"	2.04	8.16
6	Rods, Hubbard 8416-5/8"	2.44	14.64
3	Receptacle 9304	2.47	7.41
1	Receptacle 3845	2.41	2.41
3	Rods, Ground 6356- 5/8	3.69	11.07
500	Screws, Lag Assorted	.09	45.00
1	Socket, Meter M24CRB	29.15	29.15
2	Socket, Meter SU9512	4.25	8.30
18	Steps, Pole #7125	.45	8.10
4	Switches, D211	4.55	18.20
2	Switches, GF322N	10.40	20.80
2	Switches, GF323N	21.50	43.00
1	Switch, GF324N	44.00	44.00
3	Switches, 4701	1.00	3.00
8	Switches, 4701-I	1.04	8.32

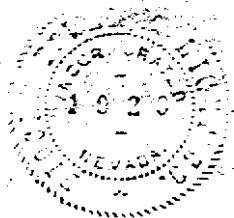


15	Switches, 461	.50	7.50
12	Switches, 250	2.50	30.00
4	Switches, 5503	.80	3.20
5	Switches, 5501	.70	3.50
9	Switches, 3304	2.94	26.46
9	Switches, 727B	.24	2.16
17	Splicers, Straightline #6	.95	16.15
11	Splicers, Straightline #27	.85	9.35
7	Splicers, Straightline #55107	1.05	7.35
25	Splicers, Straightline #270	1.15	28.75
7	Splicers, Straightline #4/0	1.55	10.85
4	Splicers, Straightline #4 to #6	.60	2.40
5	Splicers, Straightline #7653	3.82	19.10
10	Splicers, Straightline #7654	5.15	51.50
1	Transformer - 50kva New	479.80	479.80
1	Transformer - 25 kva New	306.57	306.57
1	Thermostat - HLC	3.05	3.05
2	Thermostats - R5135-A	3.92	7.84
1	Turnbuckle #7109	1.15	1.15
2	Turnbuckles #7209	1.35	2.70
13	Turnbuckles #7229	1.60	20.80
6	Turnbuckles #7129	1.40	8.40
1	Unit, Stove #1347041	11.00	11.00
1	Unit, Stove #MC80	9.62	9.62
1	Unit, Stove #MC121	8.07	8.07
1	Unit, Stove #FM28	9.25	9.25
1	Unit, Stove #FM45	7.63	7.63
1	Unit, Stove #AT96-B	6.28	6.28
1	Unit, Stove #AT95B	3.87	3.87
1	Unit, Stove #WB30X142	10.62	10.62
1	Unit, Oven #WB44X142	7.65	7.65
7	Weatherheads #F284-3/4"	.70	4.90
6	Weatherheads #262 1"	.80	4.80
3	Weatherheads #F485 - 1-1/4"	1.31	3.93
2	Weatherheads #F585 - 1-1/2"	2.07	4.14
1	Weatherhead #F686 - 2"	4.20	4.20
10	Washers, Square #J1075	.07	.70
1450'	Wire, #14 TW Solid	.02	29.00
2040'	Wire, #12 TW Solid	.03	61.20
1323'	Wire, #10 TW Solid	.04	42.92
718'	Wire, #8 TW Solid	.08	57.44
599'	Wire, #8 TW Stranded	.08	47.92
335'	Wire, #6 TW Stranded	.12	40.20
703'	Wire, #4 TW Stranded	.20	140.60
660'	Wire, #2 THW Stranded	.30	198.00
78'	Wire, #1 THW Stranded	.38	29.64
80'	Wire, #1/0 THW Stranded	.44	35.20
87'	Wire, #2/0 THW Stranded	.54	46.98
600'	Wire, #14-2 TW W/G	.06	36.00
622'	Wire, #12-2 TW W/G	.09	55.98



900'	Wire, #10-2 TW W/G	.15	135.00
205'	Wire, #8-3 Romex	.27	55.35
202'	Wire, #10-3 Romex	.19	38.38
195'	Wire, #12-3 Romex	.16	30.20
117'	Wire, #14-3 Romex	.14	16.38
90'	Wire, 2-#4 & 1-#6 ES Cable - Copper	.48	43.20
345'	Wire, Triplex 2-#4 & 1-#6	.14	48.30
236'	Wire, Triplex 2-#2 & 1-#6	.20	47.20
329'	Wire, Triplex 1/0	.28	90.44
183'	Wire, Fourplex 4-#4	.18	32.94
417'	Wire, THW AL #2	.12	50.04
810'	Wire, THW AL #1	.11	89.90
594'	Wire, THW AL #1/0	.14	83.16
185'	Wire, THW AL #2/0	.18	33.30
3000'	Wire, W. P. AL #2/0	.12	360.00
120'	Wire, Rubber 14-2	.21	25.20
9'	Wire, Rubber 16-2	.16	1.44
200'	Wire, SPT2- 16-2	.06	12.00

6,594.61



AGREEMENT

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THIS INDENTURE made and entered into this 1 day of July 1971, by and between PIOCHE MINES CONSOLIDATED, INC., a Nevada corporation, and ELY VALLEY MINES, INC., a Nevada corporation, Parties of the First Part, and PIOCHE POWER AND LIGHT COMPANY, a Nevada corporation, Party of the Second Part:

W I T N E S S E T H :

WHEREAS the Parties of the First Part are now and have been for several years last past, the owners of that certain electrical power substation known as the Pioche Mines Substation; and

WHEREAS the Party of the Second Part has maintained and used said substation to feed power to the Town of Pioche, County of Lincoln, State of Nevada, thus allowing a more constant voltage and a second source of power in the event the primary source should fail for any reason; and

WHEREAS the Party of the Second Part has for the last past twenty (20) years supplied electrical power to said mill without cost; and

WHEREAS Lincoln County Power District No 1, a General Improvement District, supplies said substation with 23,000 volts; and

WHEREAS the power used by the Parties of the First Part is metered separately from the power used by the Party of the Second Part; and

WHEREAS the Parties of the First Part will have more than sufficient power to operate all their present facilities if the Party of the Second Part continues to use said substation:



1 NOW THEREFORE, for an in consideration of the sum of Ten Dollars  
2 (\$10.00) and other valuable consideration, the Parties of the First  
3 Part hereby grant to the Party of the Second Part, its successors  
4 and assigns an irrevocable license to continue to feed power to the  
5 Town of Pioche, County of Lincoln, State of Nevada, through the Pi-  
6 oche Mines Mill Substation.  
7

8 IT IS SPECIFICALLY UNDERSTOOD AND AGREED that any power purchased  
9 by any party to this agreement shall be purchased directly from the  
10 Lincoln County Power District No. 1.  
11

12 IT IS FURTHER UNDERSTOOD AND AGREED that this agreement shall not  
13 be deemed an accord and satisfaction of any indebtedness of the  
14 Parties of the First Part to the Party of the Second Part nor an ag-  
15 reement to pay said indebtedness.  
16

17 PIOCHE MINES CONSOLIDATED INC.

18 By Victor Cottino Manager  
19 VICTOR COTTINO, its agent  
20 "D" Power of Attorney 265

21 ELY VALLEY MINES, INC.

22 By Victor Cottino Manager  
23 VICTOR COTTINO  
24 Title: \_\_\_\_\_

25 Parties of the First Part

26 PIOCHE POWER & LIGHT COMPANY

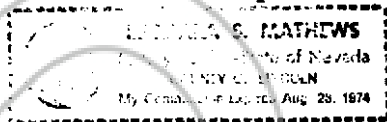
27 By Louis H. Scott  
28 LOUIS SCOTT  
29 General Manager

30 ACKNOWLEDGMENTS ATTACHED  
31  
32

1 STATE OF NEVADA)  
: ss  
2 COUNTY OF LINCOLN)

3 On this 1 day of July, 1971, before me, a NOTARY PUBLIC in and  
4 for said County and State, personally appeared VICTOR COTTINO, known  
5 to me to be the person whose name is subscribed to the within in-  
6 strument as the attorney in fact of Pioche Mines Consolidated Inc.,  
7 and acknowledged to me that he subscribed the name of Pioche Mines  
8 Consolidated Inc. thereto as principal and his own name as attorney  
9 in fact, freely and voluntarily and for the uses and purposes men-  
10 tioned therein.

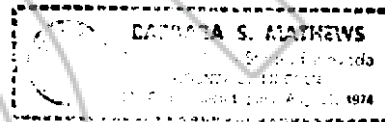
*Barbara S. Mathews*  
Notary Public



11 STATE OF NEVADA)  
: ss  
12 COUNTY OF LINCOLN)

13 On this 1 day of July, 1971, before me, a NOTARY PUBLIC in and  
14 for said County and State, personally appeared VICTOR COTTINO, known  
15 to me to be the Manager executing the same on behalf of the  
16 corporation that executed the foregoing instrument and upon oath  
17 did depose that he is the Manager of said corporation as above  
18 designated; that the signature to said instrument was made by an of-  
19 ficer of said corporation as indicated; and that said corporation  
20 executed the said instrument freely and voluntarily and for the us-  
21 es and purposes mentioned therein.

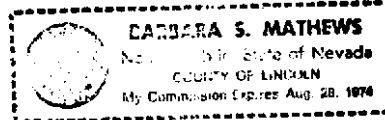
*Barbara S. Mathews*  
Notary Public



22 STATE OF NEVADA)  
: ss  
23 COUNTY OF LINCOLN)

24 On this 1 day of July, 1971, before me, a NOTARY PUBLIC in and  
25 for said County and State, personally appeared LOUIS SCOTT, known  
26 to me to be the General Manager of Pioche Power & Light Company,  
27 and executed the same on behalf of the said Pioche Power & Light  
28 Company freely and voluntarily and for the uses and purposes men-  
29 tioned therein.

*Barbara S. Mathews*  
Notary Public



30 No. 51031  
31 FILED AND RECORDED AT REQUEST OF  
32 County Commissioners  
November 3, 1971  
AT 35 MINUTES PAST 11 O'CLOCK  
A M IN BOOK 3 OF OFFICIAL  
RECORDS, PAGE 110-119 LINCOLN  
COUNTY, NEVADA.

*Barbara S. Mathews*  
COUNTY RECORDER