

After Recordation Return To:

Wells Rural Electric Company
P.O. Box 365
Wells, Nevada 89835

117742

GRANT OF EASEMENT
FOR
ELECTRIC DISTRIBUTION LINE

THIS INDENTURE, made and entered into this 29 day of March, 1988, by and between NEWMONT GOLD COMPANY, (hereinafter referred to as "Grantor"), and WELLS RURAL ELECTRIC COMPANY, (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

THAT THE GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant to Grantee, its successors and assigns, a permanent and non-exclusive easement and right-of-way to erect, construct, reconstruct, replace, repair, inspect, and maintain an electric distribution and/or transmission system on, over, or through said land with all necessary towers, poles, supporting structures, foundations and footings, including such wire, cables, guys, anchors, appliances and fittings and all necessary crossarms, and other appliances and braces and fixtures used in connection with such facilities and other necessary or convenient appurtenances connected therewith, across, over, under and through the following described property situated in the County of Eureka, State of Nevada, to wit:

See the attached Exhibit A

IT IS FURTHER AGREED:

1. That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said utility facilities.
2. That Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth.

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3. That Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, his heirs, successors and assigns, of any and all loss, damage or liability he may suffer or sustain by reason of any injury or damage to any person or property caused by the negligent construction, maintenance or operation of said utility facilities by Grantee.

4. In the event Grantor determines it is necessary to relocate any portion of the power line, and/or appurtenances, in order to safely develop or mine minerals owned by Grantor on property included in or adjacent to the property described herein, then on sixty (60) days notice, Grantee agrees to relocate said power line and appurtenant facilities, at cost to Grantor, to a satisfactory location designated by Grantor upon Grantor's property, provided that the necessary easement therefore is granted to Grantee without additional consideration. Grantor and Grantee shall execute any amendatory documents necessary or expedient as a result of such relocation.

Subject to the above described right to relocate the power line, Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which in the judgement of the Grantee is inconsistent with Grantee's use of the 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 right of way, which in the judgment of Grantee may interfere with or endanger the construction, operation, and maintenance of its utility facilities.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

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

NEWMONT GOLD COMPANY

By: Robert L. Zerga
Executive
Title: Vice President

STATE OF Nevada)
COUNTY OF Elko)

On this 29th day of March, 1988, personally appeared
before me, a Notary Public, Robert L. Zerga, a Executive
Vice President of Newmont Gold Company, who
acknowledged to me that he executed the foregoing instrument on
behalf of said corporation.

Bob L. Warren
Notary Public

My Commission Expires:
2-1-92

EXHIBIT A

A strip of land within $\frac{1}{4}$ of Section 36, T. 34 N., R. 51 E., and the NW $\frac{1}{4}$ Section 1, T. 33 N., R. 51 E., M.D.B. & M., being 25 feet in width, lying 12.5 feet northerly and 12.5 feet southerly of the following described centerline:

Commencing at South one quarter corner of said Section 36; thence N. $54^{\circ} 30' 17''$ E. 1271.48 feet to the northerly corner of a Grant Deed from Carlin Gold Mining Company to Wells Rural Electric Company as recorded in Book 131, Page 306 with the Eureka County Recorder; thence along the southerly boundary at said Grant Deed S. $50^{\circ} 28'$ W. 155 feet to Corner No. 1, the southerly corner of said Grant Deed, the Point of Beginning; thence N. $39^{\circ} 32'$ W. 473 feet to Corner No. 2, thence S. $80^{\circ} 18'$ W. 542 feet, to Corner No. 3; thence S. $61^{\circ} 58'$ W. 745 feet to Corner No. 4; thence S. $22^{\circ} 48'$ W. 1303 feet, to Corner No. 5; thence S. $50^{\circ} 58'$ W. 459 feet, to corner No. 6; thence S. $16^{\circ} 43' 45''$ W. 315 feet, to Corner No. 7; thence S. $9^{\circ} 30' 23''$ W. 209 feet, to Corner No. 8; thence S. $70^{\circ} 15' 46''$ W. 141 feet to Corner No. 9; thence S. $66^{\circ} 31' 14''$ W. 38 feet to Corner No. 10; thence S. $82^{\circ} 37' 21''$ W. 113 feet, to Corner No. 11; thence S. $57^{\circ} 22' 39''$ W. 10 feet to Corner No. 12, the Part of Ending, containing 2.50 acres more or less.

RECORDED AT THE REQUEST OF
Vaughan, Hill & Copenhagen
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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REGISTRAR RECORDER
FILE NO. 800
FEE \$ 8.00

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