

126096

After Recordation Return To:

SIERRA PACIFIC POWER CO.
RIGHT-OF-WAY DEPARTMENT
P.O. BOX 10100
RENO, NEVADA 89520

A.P.N.

Work Order Number:

NO TAX DUE—EASEMENT GRANT OF EASEMENT
R. P. Transfer Tax Due FOR
DISTRIBUTION, TRANSMISSION, AND SUBSTATION

THIS INDENTURE, made and entered into this 14th day of September, 1988, by and between NEWMONT GOLD COMPANY, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation (hereinafter referred to as "Grantee"),

WITNESSETH:

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, permanent and exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate Electric Transmission and Distribution Lines and an Electric Power Substation, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, markers, conduits, pull boxes, vaults, fixtures, and other convenient appurtenances connected therewith, across, over, under, and through the following described property situated in the County of Eureka, State of Nevada, to wit:

A 90 foot wide power line right-of-way being contained entirely within a portion of the S $\frac{1}{4}$ of the S $\frac{1}{4}$ of Section 17, Township 36 North, Range 50 East, M.D.B. & M., Eureka County, Nevada.

BEGINNING at a point on the south line of the SE $\frac{1}{4}$ of said Section 17 from which point the southeast corner bears North 88° 43' 21" East 1,643.85 feet. Thence proceeding along said centerline North 59° 20' 44" West 1,537.34 feet. Thence North 81° 16' 36" West 1,516.51 feet. Thence south 455.00 feet to the point-of-ending, from which point the southwest corner of said Section 17 bears South 58° 34' 10" West 1,239.31 feet.

The sides of said right-of-way shall be lengthened or shortened so as to terminate on the endlines, also;

A power substation site being contained entirely within a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 36 North, Range 50 East, M.D.B. & M., Eureka County, Nevada.

BOOK 193 PAGE 202

BEGINNING at the southwest corner of said substation site from which point the southwest corner of said Section 17 bears South 61° 22' 53" West 1,161.35 feet. Thence proceeding along said substation site North 130.00 feet. Thence East 130.00 feet. Thence South 130.00 feet. Thence West 130.00 feet to the true point of beginning containing an area of 0.388 acres of land, more or less.

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.

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 judgment 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.

6. That Grantee, its successors and assigns, shall have the right to exclusive use and control of the substation site including the right to fence, lock, and otherwise control access to the facility at all times.

7. Facilities under this easement to be located at the mutual consent of the Grantee and the operator of the Newmont Gold Company's Carlin Operation at the time of construction.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditament, 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 for so long as the same is used by Grantee for electric utility purposes. Should the Grantee fail to use the right of way or facilities at any time for twenty-four (24) consecutive months, then the easement granted herein shall be deemed abandoned and the Grantee shall have no further rights hereunder.

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

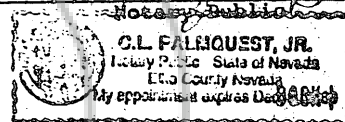
Title: Ex. V.P. & Gen. Mgr.

STATE OF NEVADA

COUNTY OF ELKO

On this 27TH day of SEPTEMBER, 1988, personally appeared before me, a Notary Public, ROBERT L. ZERGA, a Ex. V.P. & Gen. Mgr. of NEWMONT GOLD COMPANY, who acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

My Commission Expires: Dec 9, 1989



3 PAGE 204

RECORDED AT THE REQUEST OF

BOOK 193 PAGE 202
Sierra Pacific Power Co.
89 JAN -9 P438

OFFICIAL RECORDS
CLERK A. COUNTY, NEVADA
H. H. REAGAN, CLERK

FILE NO.
126096

BOOK 183 PAGE 205