

After Recordation Return To:
Sierra Pacific Power Company
Right-of-Way Department
P.O. Box 10100
Reno, Nevada 89520

A.P.N.

127171

Work Order Number:

NO TAX DUE—EASEMENT

GRANT OF EASEMENT
FOR

R. P. Transfer Tax Due _____ SWITCH STATION ACCESS ROAD

THIS INDENTURE, made and entered into this 17th day of March, 1989, 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 associated and allied companies, its successors, assigns, exclusive easements and rights of way to construct, alter, maintain, inspect, repair, and reconstruct an access road across, over, under, and through the following described property situate in the County of Eureka, State of Nevada, to wit:

An access road easement 30.00 feet in width being a portion of the South one-half (S $\frac{1}{2}$) of Section 31, Township 34 North, Range 52 East, M.D.B. & M., Eureka County, Nevada, the centerline of which is more particularly described as follows:

COMMENCING at the Northwest corner of said Section 31;

Thence South 39°27'05" East 4374.42 feet;

Thence South 52°24'22" East 191.00 feet;

Thence South 37°35'38" West 240.00 feet to the TRUE POINT OF BEGINNING of this description;

Thence South 37°35'38" 10.00 feet to the beginning of a tangent curve to the right having a radius of 250.00 feet, a central angle of 90°00'00", and a tangent length of 250.00 feet;

Thence along said curve an arc distance of 392.70 feet to the end of said curve and the beginning of a tangent curve to the right having a radius of 187.00 feet, a central angle

of $55^{\circ}47'53''$, and a tangent length of 99.01 feet;
Thence along said curve an arc distance of 182.11 feet to
the end of said curve;

Thence North $03^{\circ}23'31''$ East 197.50 feet to the beginning of
a tangent curve to the left having a radius of 395.00 feet,
a central angle of $11^{\circ}33'53''$, and a tangent length of 40.00
feet;

Thence along said curve an arc distance of 79.73 feet to the
end of said curve;

Thence North $08^{\circ}10'22''$ West 125.00 feet to the northerly
terminus of this centerline description.

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 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, its heirs, successors
and assigns, of any and all loss, damage or liability it may
suffer or sustain by reason of any injury or damage to any person
or property caused by the negligent construction, maintenance,
operation of said utility facilities by Grantee.

4. In the event Grantor determines at any time and from
time to time it is necessary to relocate any portion of the
communication system 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 written notice, Grantee agrees to relocate said access road
and appurtenant facilities, relocation costs to be borne by
Grantor pursuant to plans and specifications provided by Grantee,
to a mutually 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 require
relocation of the access road, Grantor shall not erect or
construct, nor permit to be erected or constructed any building

or structure, nor permit any activity which 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. Facilities under this easement to be located at the mutual consent of the Grantee and the operator of the Newmont Gold Company's Maggie Creek 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.

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

NEWMONT GOLD COMPANY

BY:

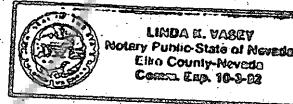
Robert L. Zerga
Executive Vice President and
General Manager

STATE OF NEVADA)
) SS:
COUNTY OF ELKO)

On this 17 day of March, 1989, personally appeared before me, a Notary Public, Robert L. Zerga, Executive Vice President and General Manager of Newmont Gold Company, who acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

Linda H. Vasey
Notary Public

My Commission Expires:



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RECORDED AT THE REQUEST OF

BOOK 196 PAGE 463
Sierra Pacific Power Co.
89 MAY -4 PY 48

OFFICIAL RECORDS
EURYKA POINT, NEVADA
H.M. REBALL AND REORDER

FILE NO. FILE # 800
127171

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