

After Recordation Return To:
SIERRA PACIFIC POWER CO. A.P.N.
RIGHT-OF-WAY DEPARTMENT 127172 Work Order Number:
P.O. BOX 10100
RENO, NEVADA 89520
=====

NO TAX DUT—EASEMENT GRANT OF EASEMENT
R. P. Transfer Tax Due FOR
ELECTRIC TRANSMISSION AND DISTRIBUTION,
ELECTRIC POWER SUBSTATION, AND ROAD ACCESS

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"),

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, exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate electric transmission and distribution lines, electric power substation, and associated access road 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, including perimeter fencing, together with a right of way for road access purposes located within the following described property together with the right to construct, alter, maintain, inspect, repair, reconstruct, and operate said road access, along with said appropriate drainage facilities, fences, gates, and other necessary or convenient appurtenances connected therewith, hereafter called "facilities" across, over, under, and through the following described property situated in the County of Eureka, State of Nevada, to wit:

A parcel of land being contained entirely within a portion of the Northwest one-quarter of the Southwest one-quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 28, Township 36 North, Range 50 East, M.D.B. & M., Eureka County, Nevada, more particularly described as follows:

COMMENCING at the West one-quarter corner of said Section 28 and proceeding thence along the North line of the Southwest one-quarter of said Section 28, North 89°17'25" East, 229.17 feet to the TRUE POINT OF BEGINNING, said point being the Northwestern corner of said parcel;

Thence continuing along the North line of the Southwest one-quarter of said Section 28, North 89°17'25" East, 566.55 feet to the Northeast corner of said parcel;

Thence leaving said line and proceeding South 00°42'35" East, 500.00 feet to the Southeast corner of said parcel;

Thence South 89°17'25" West, 470.00 feet to a point on the Easterly line of an existing access road, and the Southwest corner of said parcel;

Thence along said Easterly line North 11°38'22" West, 509.24 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 5.949 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 one hundred twenty (120) days written notice, Grantee agrees to relocate said power line 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 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.

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 Post 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: R. A. Herga
Executive Vice President and
General Manager

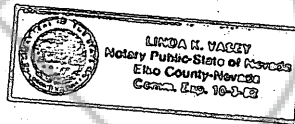
STATE OF NEVADA

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.

My Commission Expires:

Linda K. Vasey
Notary Public



RECORDED AT THE REQUEST OF

BOOK 196 PAGE 467
Sierra Pacific Power Co.
TO MAY -4 P 198

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.M. REBALTAIL RECORDER
FILE NO. 127172 FEE \$800

BOOK 196 PAGE 470