

128447

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  
FOR  
ELECTRIC TRANSMISSION AND DISTRIBUTION

THIS INDENTURE, made and entered into this 15 day of May, 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, 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:

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.
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

BOOK 1 99 PAGE 381

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. 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  
dully to be executed the day and year first above written.

NEWMONT GOLD COMPANY

By: [Signature]  
President and Chief Operating  
Officer

STATE OF NEVADA )

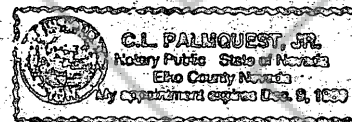
COUNTY OF ELKO )

On this 11<sup>TH</sup> day of May, 1989, personally  
appeared before me, a Notary Public, President and Chief  
Operating Officer 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

[Signature]  
Notary Public



DEC 1 98 PM 3:383

EXHIBIT A

The following describes a centerline of a transmission line right-of-way being contained entirely within portions of Sections 28, 29, and 30, of Township 36 North, Range 50 East, M.D.B. & M., Eureka County, Nevada, more particularly described as follows:

PARCEL A

COMMENCING at the West one-quarter corner of said Section 28 and proceeding thence South  $81^{\circ}41'42''$  East 1,317.89 feet to the True Point of Beginning, said point lying on the centerline of the existing Gold Quarry - Boulder Basin 120 kv right-of-way:

Thence proceeding along the centerline of the transmission line right-of-way the sidelines of which lie 206.5 feet to the north (right) and 45.0 feet to the south (left), South  $89^{\circ}17'25''$  West 505.88 feet to the point of ending, said point lying on the easterly line of the Boulder Basin substation site.

The sidelines of said right-of-way shall be lengthened or shortened so as to terminate on the endlines.

PARCEL B

COMMENCING at the West one-quarter corner of said Section 28 and proceeding thence along the north line of the SW $\frac{1}{4}$  of said Section 28, North  $89^{\circ}17'25''$  East 229.17 feet to a point on the easterly line of an existing access road and the westerly line of the Boulder Basin substation site.

Thence along said line South  $11^{\circ}38'22''$  East 21.81 feet to the True Point of Beginning, said point lying on the centerline of the transmission line right-of-way, the sidelines of which lie 20.0 feet to the north (right) and 80.0 feet to the south (left);

Thence proceeding along said centerline South  $89^{\circ}17'25''$  West 5,482.28 feet;

Thence North  $72^{\circ}18'57''$  West 67.86 feet to a point on the north line of the SW $\frac{1}{4}$  of said Section 29, the point of ending.

The sidelines of said right-of-way shall be lengthened or shortened so as to terminate on the endlines.

PARCEL C

COMMENCING at the East one-quarter corner of said Section 30 and proceeding thence along the east line of the NE $\frac{1}{4}$  of said Section 30, North 00°07'23" West 47.28 feet to the True Point of Beginning, said point lying on the centerline of the transmission line right-of-way, the sidelines of which lie 45.0 feet to the northeast (right) and 45.0 feet to the southwest (left).

Thence along said centerline North 72°18'57" West 1,424.39 feet to the point of ending, said point lying on the west line of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 30.

The sidelines of said right-of-way shall be lengthened or shortened so as to terminate on the endlines.

RECORDED AT THE REQUEST OF

BOOK 199 PAGE 381  
*Sierra Pacific Power Co.*  
JUL 17 1944

OFFICIAL RECORDS  
EUREKA COUNTY, CALIFORNIA  
PLAT RE-RECORDING RECORDER

FILE NO. FEE \$ 9.00  
128147

BOOK 199 PAGE 385