

130896

After Recordation Return To:

APN:

SIERRA PACIFIC POWER COMPANY
Right-of-Way Department
P. O. Box 10100
Reno, Nevada 89520

Work Order No.: 01-4296-23
102-15-1

NO TAX DUE - GRANT OF EASEMENT
FOR
ELECTRIC DISTRIBUTION AND TRANSMISSION

THIS INDENTURE, made and entered into this 1st day of September, 1989, by and between NEWMONT GOLD COMPANY, a Delaware Corporation (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, and exclusive easements and rights-of-way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate one or more electric lines, hereinafter called "utility facilities", together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, markers, conduits, pull boxes, vaults, fixtures, 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:

The following describes a centerline of a 90 foot wide power line right-of-way being contained entirely within a portion of the N 1/2 NW 1/4 of Section 28, T36N, R50E, M.D.M., Eureka County, Nevada, being more particularly described as follows:

Commencing at a point on the south line of the NW 1/4 of said Section 28, from which point the W 1/4 corner of said Section 28 bears S 89° 17' 25" E, 366.20 feet;

Thence proceeding along said centerline N 02° 59' 31" W, 1,326.50 Feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said centerline N 02° 59' 31" W, 1,327.51 feet to a point on the north line of the NW 1/4 of said Section 28, the Point of Ending, from which point the Northwest corner of said Section 28 bears N 89° 52' 00" W, 229.54 feet.

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

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 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.

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 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.

ATTEST:

Graham M. Claboh
Secretary

NEWMONT GOLD COMPANY

By:

M. P. Mc...
President and Chief Operating Officer

STATE OF COLORADO)

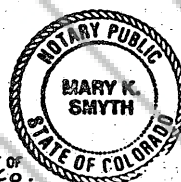
COUNTY OF DENVER)

On this 22 day of September 1989, personally appeared before me, a Notary Public, T. Peter Phillips, the President and Chief Operating Officer of Newmont Gold Company who acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

Mary K. Smyth
Notary Public

My Commission Expires:

6/15/93



RECORDED AT THE REQUEST OF
Newmont Gold Co.
BOOK PAGE
206 406

'89 DEC 22 P1:44

OFFICIAL RECORDS
EUREKA COUNTY REVENUE
P.L.N. REBALEATI, RECORDER
FILE NO. FILE \$8.00
130896

BOOK 206 PAGE 409