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140171

After Recordation Return To:

APN:

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

Work Order No.:
01-7080-23

=====

NO TAX DUE—EASEMENT

R. P. Transfer Tax Due _____

**GRANT OF EASEMENT
FOR**

ELECTRIC DISTRIBUTION AND TRANSMISSION

THIS INDENTURE, made and entered into this 9th day of August, 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 Counties of Elko and 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.

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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, 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 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.

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 forever.

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



ATTEST:

NEWMONT GOLD COMPANY

Graham M. Clark

By: [Signature]

~~Secretary~~ Vice President
& General Counsel

President

STATE OF COLORADO)

COUNTY OF DENVER)

On this 18th day of August, 1989, personally appeared before me, a Notary Public, Thomas P. Philip, the President of Newmont Gold Company who acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

Carol Zaccagnini
Notary Public

My Commission Expires:

3-6-93



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EXHIBIT A

140169

July 25, 1989
Revised 7/24/89
W.O. 01-7080-23

Legal Description
Sierra Pacific Power Company
Newmont Gold Company
Grant of Easement for Electric Transmission and Distribution

The following describes a centerline of a 90 foot wide transmission line right-of-way being contained entirely within portions Sections 5, 6 & 8, Township 36 North, Range 50 East, M.D.M., Elko County, Nevada, being more particularly described as follows:

COMMENCING at the West one-quarter corner of said Section 28, Township 36 North, Range 50 East, M.D.M., and proceeding thence North 17°52'56" East, 4271.94 feet to an angle point in the existing Gold Quarry/Barrick 120 KV transmission line;

Thence along the centerline of the Coyote Creek 120 KV transmission line North 18°40'31" West, 9224.52 feet;

Thence North 28°43'18" West 1978.20 feet to the TRUE POINT OF BEGINNING, said point lying on the South line of the North one-half of the Southeast one-quarter of said Section 8;

Thence continuing along said centerline, the sidelines of which lie 45.0 feet to the Northeast (right) and 45.0 feet to the Southwest (left) North 28°43'18" West, 7390.0 feet, more or less, to the point of ending, said point being on the North line of the South one-half of said Section 6.

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

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific
'92 MAR -6 P4:39
Power Co
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 140171 FEE \$ 800

INDEXED

FEE 8⁰⁰ FILE # 286427
FILED FOR RECORD
AT REQUEST OF

Sierra Pacific Power Co
'89 DEC 22 P2:54

RECORDED BK 709 PG 600
JERRY D. REYNOLDS
ELKO CO. RECORDER

286427

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