

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Right-of-Way Department
P.O. Box 10100
Reno, Nevada 89520

A.P.N. 04-200-36
Work Order Number 93-6561-23

~~NO TAX DUE EASEMENT~~

**GRANT OF EASEMENT
FOR
ELECTRIC TRANSMISSION**

THIS CONVEYANCE, made and entered into this 7 day of June, 1994, is from NEWMONT GOLD COMPANY, a Delaware corporation, with an address of P. O. BOX 669, CARLIN, NEVADA 89822 ("Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, with an address of P.O. Box 10100, Reno, Nevada 89520 ("Grantee"),

WHEREAS, Grantor owns certain land in Eureka County in the State of Nevada;

and
WHEREAS, Grantee wishes to construct one or more electric transmission facilities, together with the appropriate poles, towers, necessary guys and anchors, supporting structures, insulators and cross-arms, underground foundations, markers, fixtures and other necessary or convenient appurtenances connected therewith (the "Electric Transmission Lines") across Grantor's property.

NOW, THEREFORE, 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, and in further consideration of the benefits accruing to Grantor from the operation of the Electrical Transmission Lines does by these presents grant, subject to the terms and conditions contained herein, to Grantee, its successors and assigns, non-exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate the Electric Transmission Lines, at Grantee's sole cost and expense, on, across, over, upon, under, and through the property described in Exhibit "A", which is attached hereto and incorporated by this reference (the "Easements").

The Easements shall be subject to the following terms and conditions:

1. Use and Term. Grantee shall have and hold the rights hereby granted and conveyed so long as it uses and maintains the Easements for the purpose stated herein, and the rights granted herein shall terminate upon Grantee's discontinuance of such use or maintenance for a period of one (1) year.

2. Easement in Gross. The Easements shall be easements in gross and shall not benefit, burden or run with any real property adjacent thereto.

3. Access. Grantee, its successors and assigns, shall have the right to reasonable ingress and egress over the Easements for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating the Electric Transmission Lines.

4. Liability. Grantee, its successors and assigns, shall compensate Grantor for all actual damage to Grantor's personal property, growing crops, livestock or existing structures caused by the actions or omissions of Grantee or Grantee's contractors, employees or agents in the course of construction, maintenance, operation or repair of the Electric Transmission Lines or the exercise of any other rights herein set forth. Grantee shall also compensate Grantor for actual damages in the event that Grantee's operations located wholly or in part on federal land cause the Bureau of Land Management to reduce Grantor's grazing allotment or grazing permit acreage.

5. Indemnification. Grantee, its successors and assigns, shall indemnify Grantor at all times and hold harmless Grantor, its successors and assigns, from any and all demands, claims, causes of action or judgments and all expenses (including, without limitation, attorneys' fees) incurred in investigating or resisting the same, by reason of any injury or loss of life to any person or damage to any property caused by or arising out of the construction, maintenance, operation or repair of the Electric Transmission Lines by Grantee or the exercise or performance of any other rights herein set forth, except injury or damage which occurs as a result of the negligence or willful misconduct of Grantor, its agents, successors and assigns.

6. Relocation of Easement. In the event Grantor determines at any time and from time to time it is necessary to relocate any portion of the Electric Transmission Lines or appurtenances, in order to develop, mine or process minerals owned by Grantor on property included in or adjacent to the property described herein, then on One Hundred Eighty (180) days written notice, Grantee agrees to relocate said Electric Transmission Lines and appurtenant facilities to a location mutually acceptable to Grantor and Grantee, relocation costs to be borne by Grantor. Grantor and Grantee shall execute any amendatory documents necessary or expedient as a result of such relocation.

7. Restrictions on Grantor's Use. Subject to Paragraph 6, Grantor, within the Easements, 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 Easements permitted pursuant hereto.

8. Removal of Obstructions. Grantee, its successors and assigns, shall have the right to remove or clear any combustible materials, trees, brush, debris, or any other obstruction from the Easements, which in the judgment of Grantee may interfere with or endanger the construction, operation, repair and maintenance of the Electric Transmission Lines. Any subsequent grants of easement rights shall not unreasonably interfere with the rights herein.

9. Compliance with Laws. Grantee, its successors and assigns, shall comply with all laws, statutes, ordinances, rules and regulations, including applicable judicial or agency orders that may apply, including but not limited to, environmental constraints.

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

NEWMONT GOLD COMPANY,
A Delaware Corporation

By: [Signature]

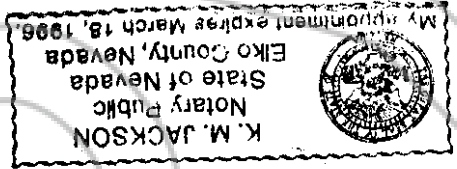
Print Name: W. J. Martin

Title: V.P. and Gen. Mgr.

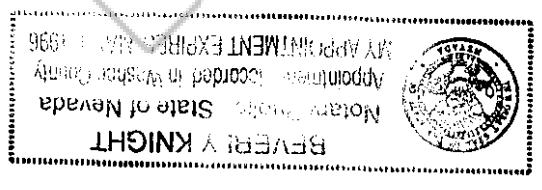
STATE OF Nevada

COUNTY OF Esmeralda

On May 31, 1994, before me, a Notary Public, personally appeared W. J. Martin (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as V.P. and General Manager of NEWMONT GOLD COMPANY on behalf of said corporation.



[Signature]
Notary Public



Beverly Knight

 Notary Public

On June 7, 1994, before me, a Notary Public, personally appeared REEVE T. FAGG, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as VICE PRESIDENT UTILITY SERVICES of SIERRA PACIFIC POWER COMPANY on behalf of said corporation.

STATE OF NEVADA)
) ss.)
 COUNTY OF WASHOE)

By: *Reeve T. Fagg Jr*
REEVE T. FAGG, JR.
 Vice President, Utility Services

AGREED TO AND ACCEPTED BY Sierra Pacific Power Company this 7th day of June, 1994.

EXHIBIT "A"

A portion of the Southeast one-quarter of Section 31, Township 34 North, Range 52 East, M.D.M., Eureka County, Nevada.

An electric power transmission line easement 90 feet in width, lying 45 feet on each side of the following described centerline:

COMMENCING at the North quarter corner of Section 36, Township 34 North, Range 51 East, M.D.M., Eureka County, Nevada;

Thence South 57° 57' 28" East, 6558.49 feet to a point on the centerline of an existing transmission powerline, and the TRUE POINT OF BEGINNING;

Thence South 45° 25' 43" East, 162.32 feet;

Thence South 34° 39' 55" West, 209.52 feet;

Thence North 52° 08' 36" West, 22.32 feet to a point on the Southeasterly boundary of the Maggie Creek Substation site as described in Document No. 119976, Book 180, Pages 505 through 508, Filed July 19, 1988, Official Records of Eureka County, Nevada and the Northwesterly terminus of this description.

Together with the right to install guy and anchor facilities at angle poles as shown on the detail entitled "TYPICAL EASEMENT FOR ANCHORS AT ANGLE POINTS ON B.L.M. LANDS AND PRIVATE LANDS" or as otherwise indicated on Exhibit "B", attached hereto and made a part hereof by reference.

Excepting any portion of the above described easement lying within the boundary of that certain Grant for Electric Distribution, Transmission and Substation easement as described in the aforementioned Document No. 119976.

All parcels in this legal description are shown on Exhibit "B" attached hereto and made a part hereof by reference.

Also with the right to install guy and anchor facilities at angle and terminal poles as shown on Exhibit "B" attached hereto and made a part hereof by reference. All parcels in this legal description are shown on Exhibit "B" attached hereto and made a part hereof by reference.

0420036.nwm 4/19/94

SURVEYOR'S STATEMENT

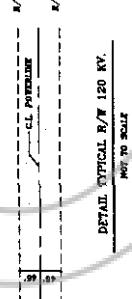
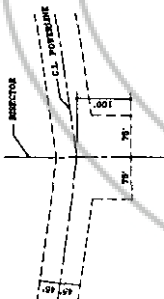
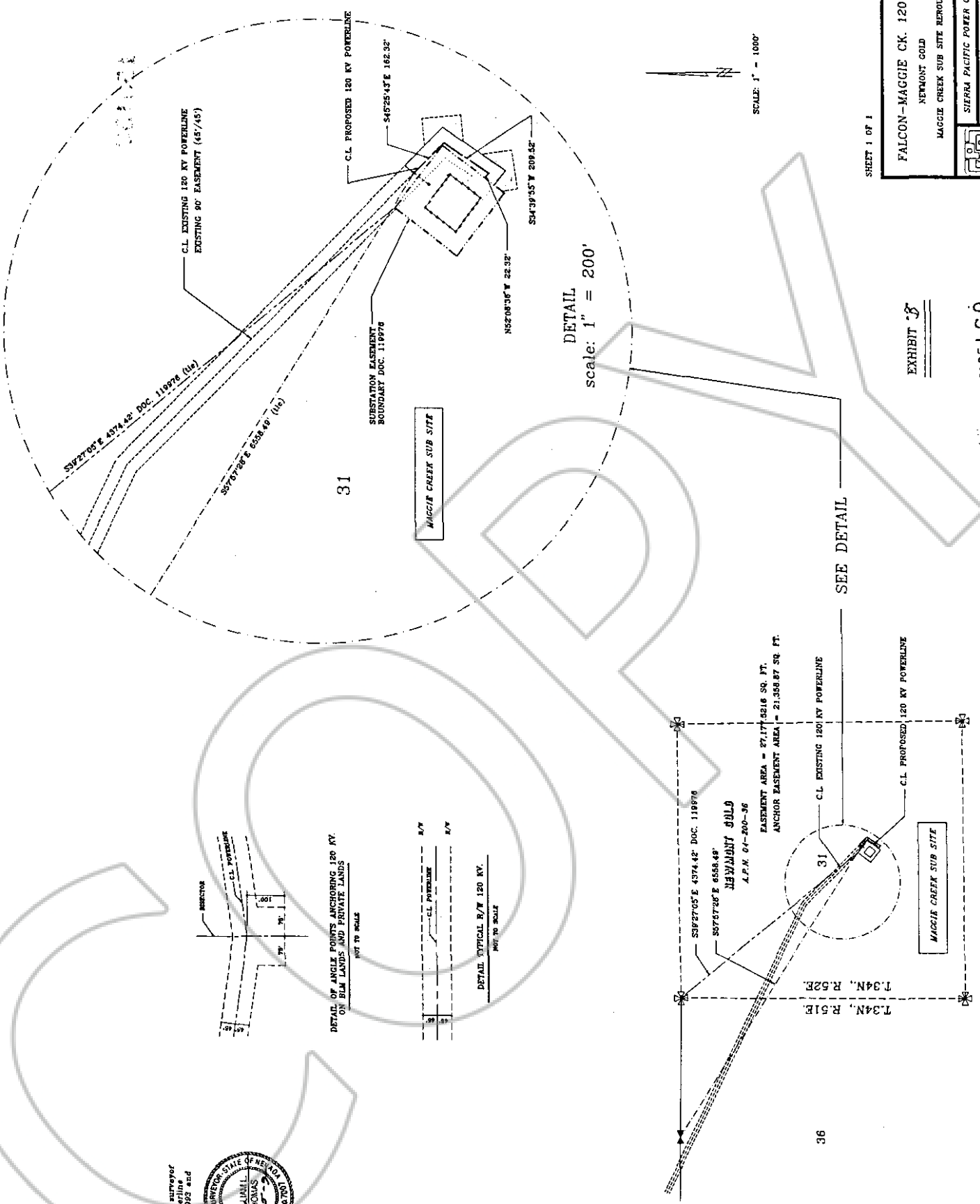
WILLIAM L. THOMAS states that he is, by occupation, a professional land surveyor employed by SIERRA PACIFIC POWER COMPANY and that this transmission poleline survey and map was made by him or under his supervision between June 1993 and January 1994 and that said survey is accurately represented on this map.



WILLIAM L. THOMAS P.L.S. No. 7007

LEGEND

- ✱ FOUND SECTION CORNER
- ◀ FOUND QUARTER CORNER
- ⊠ NOT FOUND SECTION CORNER
- ▷ NOT FOUND QUARTER CORNER
- ⋯ C.L. 120 OR 345 KV POWERLINE
- ⋯ 90° OR 140° RIGHT OF WAY WIDTH



SHEET 1 OF 1

FALCON-MAGGIE CK. 120 KV.
NEWMONT GOLD
MAGGIE CREEK SUB SITE REROUT

SIERRA PACIFIC POWER COMPANY

6581-23

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EXHIBIT 3

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Down Co.
94 JUN 21 P4:52
EUREKA COUNTY, NEVADA
M.N. REBAL EATL. RECORDER
FILE NO. 153152
FEE \$ 13.00