

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Right-of-Way Department
P.O. Box 10100
Reno, Nevada 89520
A.P.N. 04-170-14, 04-200-01
& 04-220-31
Work Order Number 93-6561-23

**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 (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 Grantee. 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 thereto 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. Mullin

Title: V.P. and Gen. Mgt. NGC

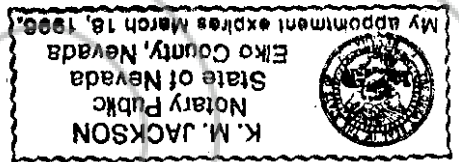
STATE OF Nevada

COUNTY OF Washoe

)
) ss.
)

On May 3rd, 1994

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



[Signature]
Notary Public

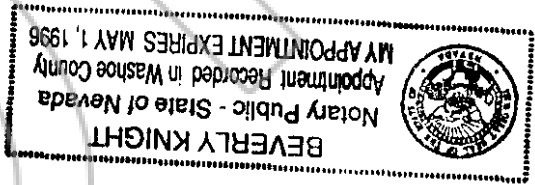
AGREED TO AND ACCEPTED BY Sierra Pacific Power Company this 1st

day of June, 1994.

By: Reeve T. Fagg, Jr.
REEVE T. FAGG, JR. ^{JRF}
Vice President, Utility Services

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

On June 2, 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.



Beverly Knight
Notary Public

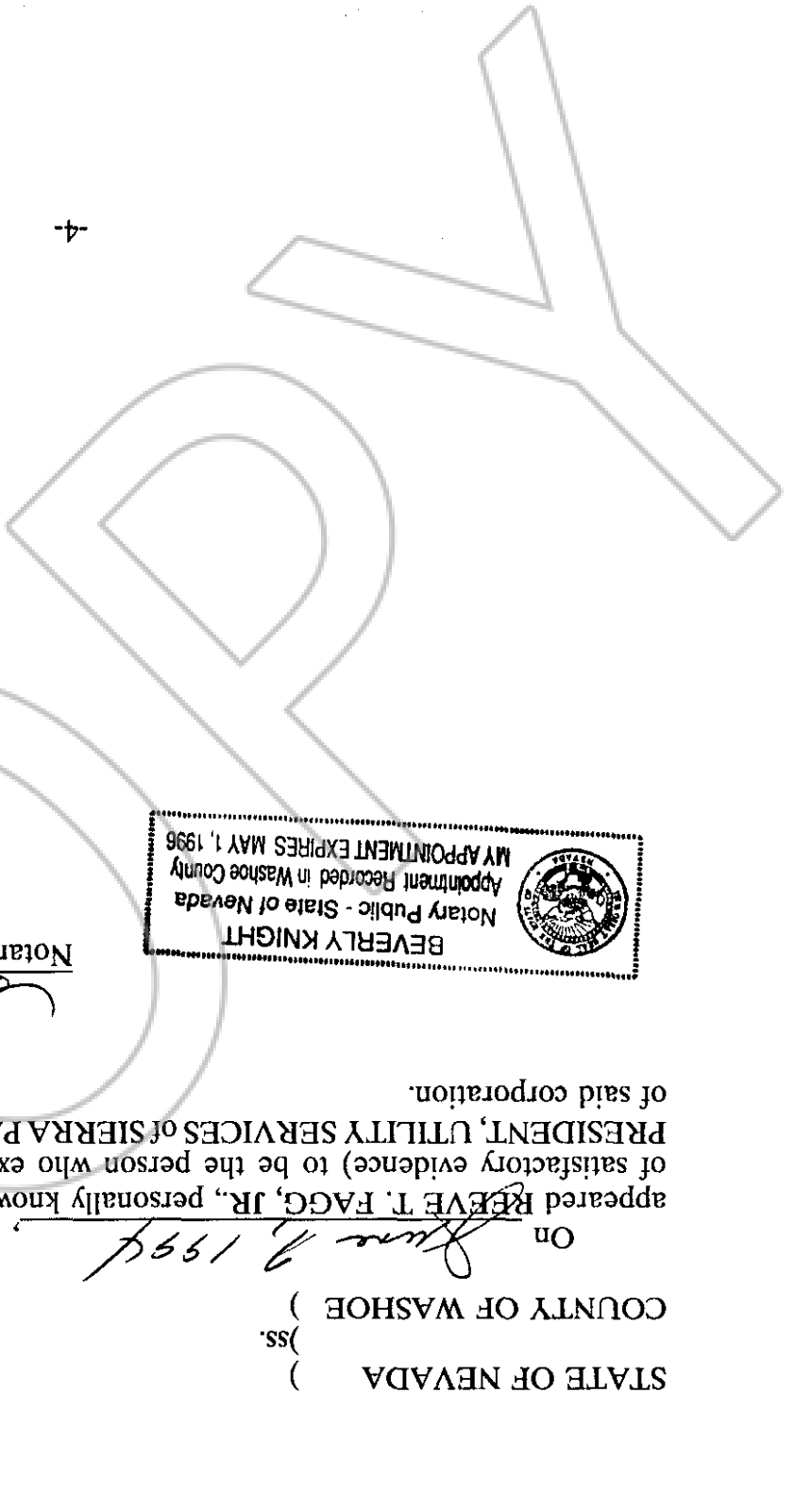


EXHIBIT "A"

Attached to and forming a part of the Grant of Easement for Electric Transmission from Newmont Gold Company to Sierra Pacific Power Company.

The easements for the one hundred twenty kilovolt (120kV) powerline being ninety (90) feet wide, lying forty-five (45) feet on each side of the centerline described herein.

A portion of Section 15, Township 34 North, Range 50 East, a portion of Section 19 and 21, Township 34 North, Range 51 East, M.D.M., Eureka County, Nevada.

Electric power transmission line easements 90 feet in width, lying 45 feet on each side of the following described centerlines:

PARCEL NO. 1

COMMENCING at the Southwest Section corner of said Section 15, Township 34 North, Range 50 East;

Thence North 00° 30' 15" East, 403.33 feet along the West Section line of said Section 15 to the **TRUE POINT OF BEGINNING**;

Thence leaving said West Section line, South 89° 46' 46" East, 5284.39 feet to a point on the East Section line of said Section 15 and the Easterly terminus of this description.

The above described easement contains an area of 475,598.51 square feet, more or less, or 10.9182 acres.

PARCEL NO. 2

COMMENCING at the Southeast Section corner of said Section 19, Township 34 North, Range 51 East;

Thence North 00° 02' 31" West, 1483.35 feet along the East Section line of said Section 15 to the **TRUE POINT OF BEGINNING**;

Thence leaving said East Section line, South 63° 48' 02" West, 890.77 feet;

Thence North 89° 46' 46" West, 4372.14 feet to a point on the West Section line of said Section 19, and the Westerly terminus of this description.

The above described easement contains an area of 473,422.53 square feet, more or less, or 10.8683 acres. Anchor easement contains an area of approximately 8,250 square feet, or 0.1956 acres.

PARCEL NO. 3
COMMENCING at the Southwest Section corner of Section 21, Township 34 North,
Range 51 East;

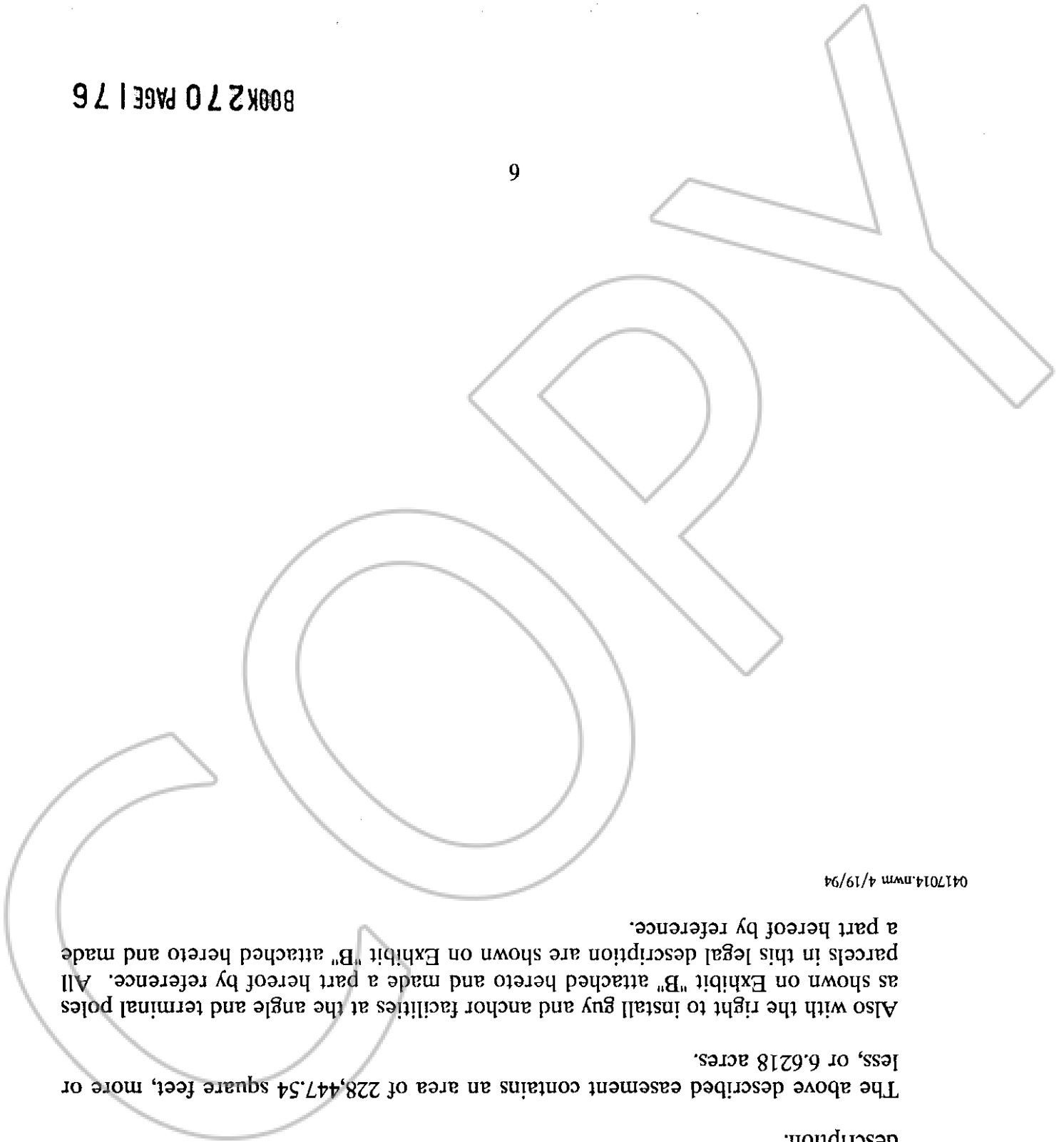
Thence North 00° 09' 27" East, 4166.16 feet along the West Section of said Section
21 to the TRUE POINT OF BEGINNING;

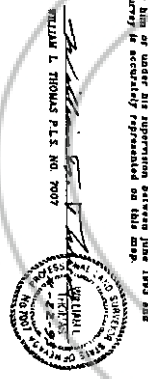
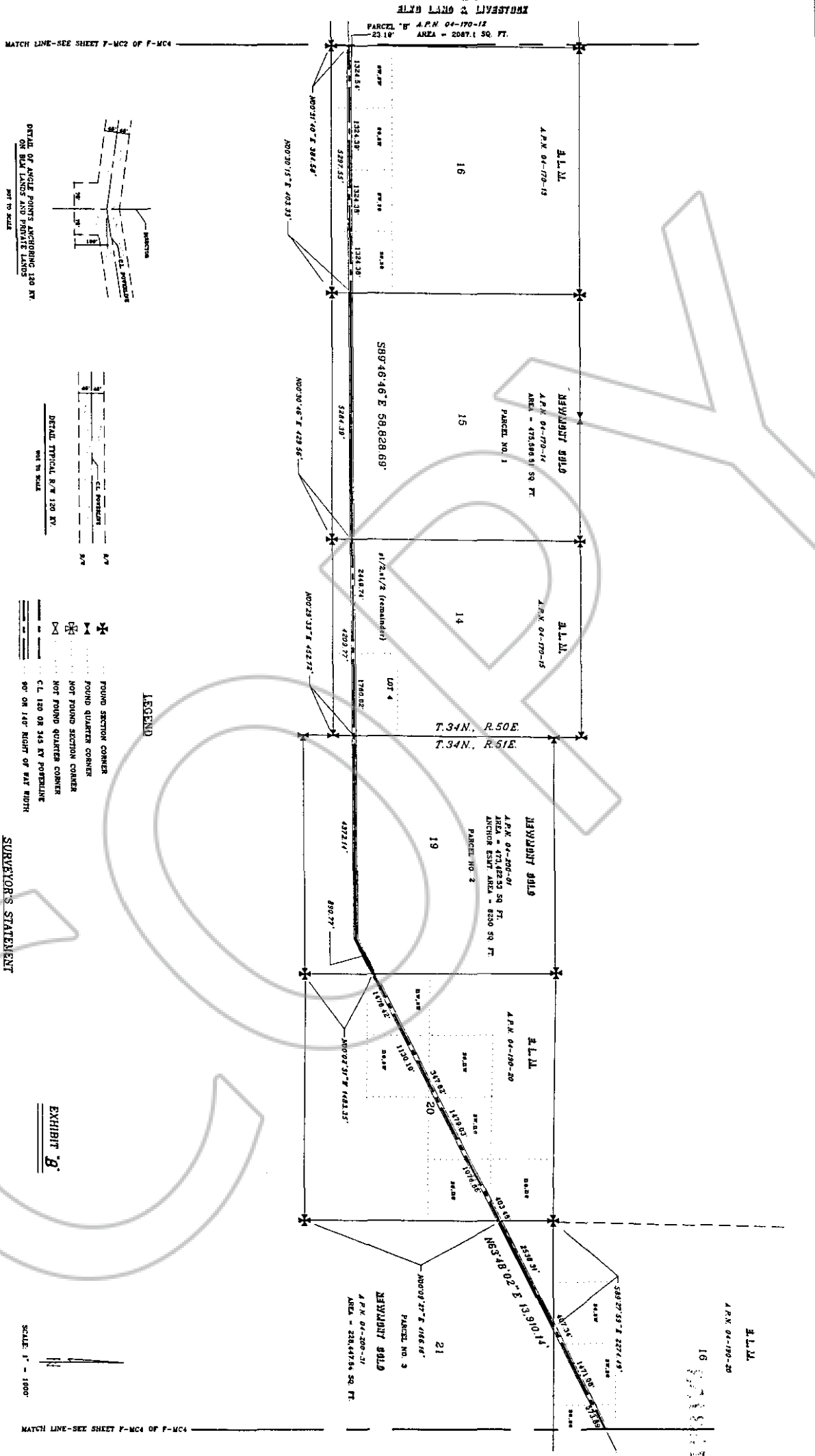
Thence leaving said West Section line North 63° 48' 02" East, 2538.31 feet to a point
on the North Section line of said Section 21 and the Northerly terminus of this
description.

The above described easement contains an area of 228,447.54 square feet, more or
less, or 6.6218 acres.

Also with the right to install guy and anchor facilities at the 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.

0417014.mwm 4/19/94





SHEET F-MC4 OF F-MC4

VALLEY-FALCON 345 KV
FALCON-BELL CR 120 KV
FALCON-HAGGLE CR 120 KV

SIERRA PACIFIC POWER COMPANY

4881-23
6381-23
8381-23

COPY

BOOK 270 PAGE 178

BOOK 270 PAGE 171
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
94 JUN 21 P4:52
EUREKA COUNTY, NEVADA
M.N. REBAL EATL. RECORDER
FILE NO. 153153
FEE \$ 14.00