

After Recordation Return To: SIERRA PACIFIC POWER COMPANY

Right-of-Way Department

P.O. Box 10100

Reno, Nevada 89520

Work Order Number

95-4891-23

A.P.N.

04-220-11

NO TAX DUTY-EASEMENT

GRANT OF EASEMENT FOR ELECTRIC TRANSMISSION

THIS CONVEYANCE, made and entered into this 17<sup>th</sup> day of April, 1996, is from NEWMONT GOLD COMPANY, a Delaware corporation, with an address of 555 Fifth Street, Elko, Nevada 89801 ("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.

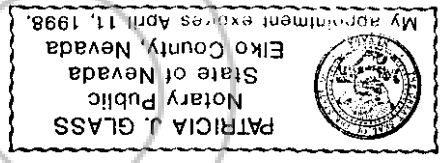
IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

NEWMONT GOLD COMPANY,  
A Delaware Corporation

By: [Signature]  
Title: VICE PRESIDENT & GENERAL MANAGER  
Print Name: W. J. Mullin

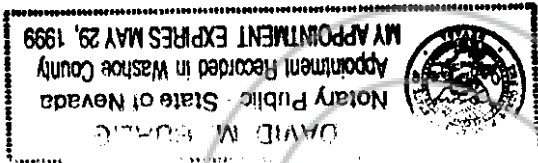
STATE OF NEVADA  
COUNTY OF ELKO

On April 17, 1996, before me, a Notary Public, personally appeared W. J. Mullin,  
proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as VICE PRESIDENT & GENERAL MANAGER of NEWMONT GOLD COMPANY on behalf of said corporation therein named and acknowledged to me that the corporation executed it.



Patricia J. Glass  
Notary Public

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David M. Boring  
Notary Public

This instrument was acknowledged before me on April 25, 1996 by  
JACK L. BYROM, VICE PRESIDENT, RETAIL CUSTOMER SERVICE BUSINESS OF SIERRA  
PACIFIC POWER COMPANY.

STATE OF NEVADA )  
 COUNTY OF WASHOE )

By: Jack L. Byrom  
 JACK L. BYROM  
 Vice President, Retail Customer Service Business

AGREED TO AND ACCEPTED BY Sierra Pacific Power Company this 25<sup>TH</sup>  
 day of April, 1996.

**EXHIBIT "A"**

A portion of Sections 24, 25 and 26, Township 33 North, Range 48 East, M.D.M., Eureka County, Nevada.

120 kV electric power transmission line easements 92 feet in width (47 feet on the West and 45 feet on the East), the centerlines of which being more particularly described as follows:

Parcel No. 1

COMMENCING at the Northwest Section corner of Section 36, Township 33 North, Range 48 East;

Thence South 89° 10' 02" East, 145.03 feet along the North Section line of said Section 36 to the TRUE POINT OF BEGINNING;

Thence leaving said North Section line, North 05° 14' 48" West, 54.08 feet to a point on the Southerly right-of-way line of U.S. Interstate I-80. Said point being designated as Point "A" and the Northerly terminus of this description.

The above described easement contains an area of 4,975.36 square feet, more or less, or 0.114 acres.

Parcel No. 2

COMMENCING at Point "A" as described in Parcel No. 1 above;

Thence North 05° 14' 48" West, 502.47 feet to a point on the Northerly right-of-way line of U.S. Interstate I-80 and the TRUE POINT OF BEGINNING;

Thence continuing North 05° 14' 48" West, 25.93 feet;

Thence North 30° 51' 50" East, 197.44 feet to a point on the Southerly fence line of the Southern Pacific Transportation Company Railroad. Said point bearing designated as Point "B" and the Northerly terminus of this description.

The above described easement contains an area of 20,550.04 square feet, more or less, or 0.4718 acres.

Parcel No. 3

COMMENCING at Point "B" as described in Parcel No. 2 above;

Thence North 30° 51' 50" East, 68.13 feet to a point on the Northerly fence line of the Southern Pacific Transportation Company Railroad and the TRUE POINT OF BEGINNING;

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*W*

The above described easement contains an area of 130,469.80 square feet, more or less, or 2.995 acres.

Parcel No. 4

COMMENCING at Point "C" as described in Parcel No. 3 above;

Thence North 30° 51' 50" East, 218.37 feet to a point on the Northernly fence line of the Union Pacific Railroad Company and the TRUE POINT OF BEGINNING;

Thence continuing North 30° 51' 50" East, 1439.63 feet to a point on the Southernly fence line of Old U.S. Highway 40. Said point being designated as Point "D" and the Northernly terminus of this description.

The above described easement contains an area of 132,445.96 square feet, more or less, or 3.041 acres.

Parcel No. 5

COMMENCING at Point "D" as described in Parcel No. 4 above;

Thence North 30° 51' 50" East, 281.17 feet to a point on the Northernly fence line of Old U.S. Highway 40 and the TRUE POINT OF BEGINNING;

Thence continuing North 30° 51' 50" East, 2932.69 feet;

Thence North 41° 37' 51" East, 2983.32 feet to a point on the East Section line of said Section 24 and the Northernly terminus of this description.

The above described easement contains an area of 544,272.92 square feet, more or less, or 12.495 acres.

Together with the right to install guy and anchor facilities, as shown on Exhibit "B" attached hereto and made a part hereof by reference, at angle and terminal poles.

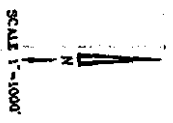
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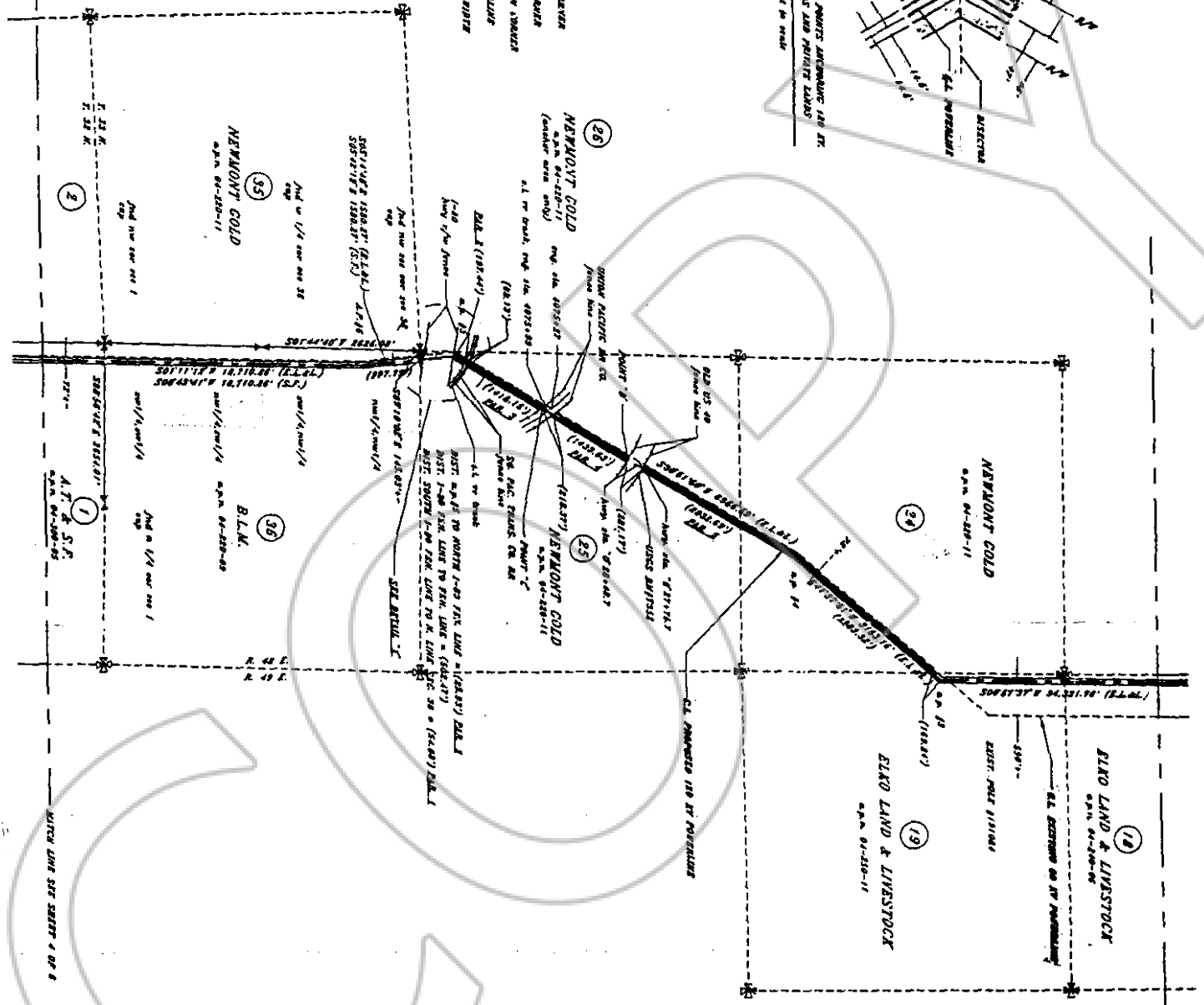
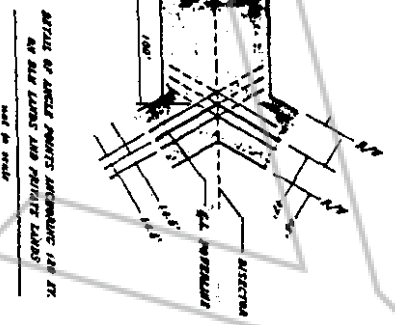
AM

RECORDED AT THE REQUEST OF  
*Sierra Pacific Power*  
96 MAY - 6 AM 8:56  
EUREKA COUNTY NEVADA  
M.N. REBALLEATI, RECORDER  
FILE NO. \_\_\_\_\_  
FEES \$13.00

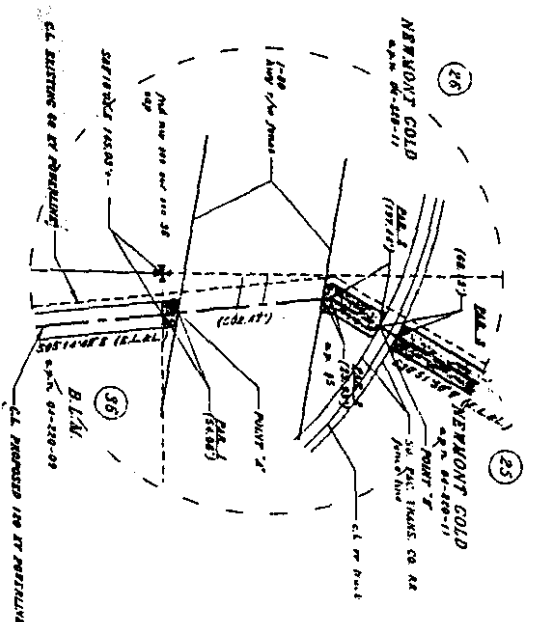
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- LEGEND**
- POWER QUARTER CORNER
  - ✦ POWER SECTION CORNER
  - ⊕ NOT FOUND SECTION CORNER
  - CL. 120 FT. PERMITS
  - BY RIGHT OF WAY RIGHT



**DETAIL 'X'**  
NOT TO SCALE



**SUBSTITUTE CORNER**  
WILLIAM L. TROBART states that he is by appointment a professional land surveyor employed by SIERRA PACIFIC POWER COMPANY and that the transmission line shown on this map was made by him or under his supervision between March 1938 and July 1938 and that said survey is accurately represented on this map.

WILLIAM L. TROBART, P.L.S. NO. 2007



SHEET 3 OF 8

**NUCLE CANYON  
120 KV POWERLINE**

	SIERRA PACIFIC POWER COMPANY
481-13	