

174442

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Attn: Land Operations
PO Box 10100
Reno, Nevada 89520

A.P.N.
04-220-11 and 04-250-04

Work Order Number
99-19109-23

**GRANT OF EASEMENT
FOR
OVERHEAD ELECTRIC DISTRIBUTION AND COMMUNICATION**

THIS INDENTURE, made and entered into this 21 day of January, 2000, 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"),

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, assigns and agents, non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct and operate one or more overhead electric distribution and communication facilities, consisting of one or more circuits, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, wires and cables, fixtures, and other necessary or convenient appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, upon, over, and through the property described in Exhibit "A" Sierra Pacific Power Company Description of easement parcels and depicted on Exhibit "B", map of easement parcels for Sierra Pacific Power Company, situate in the County of EUREKA, State of NEVADA, to-wit:

See EXHIBITS "A" AND "B" Attached Hereto and Made a Part Hereof.

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land from U.S. Highway 80, for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.
2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity within the proximity of the easement which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement, which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

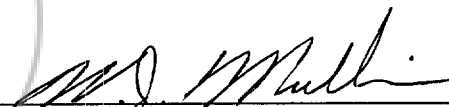
7. Grantee shall have and hold the rights hereby granted and conveyed so long as it uses and maintains the Utility Facilities on the lands described above, and the rights granted herein shall terminate upon Grantee's discontinuance of such use and maintenance for a period of one year and all such shall revert to Grantor, its successors nor assigns.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents 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: 

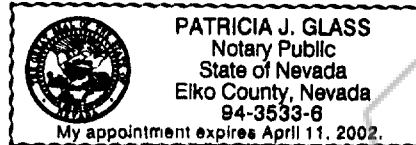
Print Name: W.J. Mullen

Title: SR. Vice President.

STATE OF Nevada)
COUNTY OF Elko)

This instrument was acknowledged before me, a Notary Public on the 21 day of January, 2000, by W.J. Mullin as Senior Vice President of NEWMONT GOLD COMPANY, a Delaware corporation.

Patricia J. Glass
Notary Public



AGREED TO AND ACCEPTED BY Sierra Pacific Power Company this 20 day of January, 2000.

By: [Signature]
WILLIAM T. ROULLIER
Manager, Land Operations
Sierra Pacific Power Company

STATE OF NEVADA)
COUNTY OF WASHOE)

This Instrument was acknowledged before me on January 20, 2000
WILLIAM T. ROULLIER, MANAGER, LAND OPERATIONS of SIERRA PACIFIC POWER COMPANY.

Beverly Knight
Notary Public

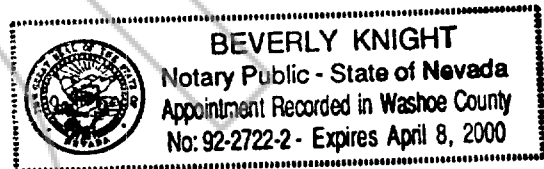


EXHIBIT A
SIERRA PACIFIC POWER COMPANY
DESCRIPTION OF EASEMENT PARCELS

January 14, 2000

PARCEL 1

A parcel of land located in the SE 1/4 of Section 25, T. 33 N., R. 48 E., M.D.B. & M., Eureka County, Nevada, being 10.00 feet in width lying 5.00 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Section 25, a point from which the East 1/4 corner of said Section 25 bears N 00° 00' 36" W, 2648.41 feet, thence N 00° 00' 36" W, 510.29 feet along the East line of said Section 25 to a point being 5.00 feet Northeasterly of the Northeasterly right of way line of U.S. Highway 40, the True Point of Beginning;

Thence N 46° 44' 59" W, 1256.42 feet along a line 5.00 feet Northeasterly of and parallel with the Northeasterly right of way line of U.S. Highway 40 to the point of ending.

The sidelines of the above described parcel are to be shortened or lengthened so as to begin on the said East line of Section 25, T. 33 N., R. 48 E., M.D.B.

Together with the right to install guy and anchor facilities at angle and terminal poles, said facilities to extend not more than 35 feet from poles so supported

Reference is hereby made to Exhibit B, Map of Easement Parcels for Sierra Pacific Power Company, attached hereto and made a part hereof.

EXHIBIT A (continued)

PARCEL 2

A parcel of land in the SE 1/4 of Section 25, T. 33 N., R. 48 E., M.D.B. & M., Eureka County, Nevada, being 10.00 feet in width lying 5.00 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Section 25, a point from which the East 1/4 corner of said Section 25 bears N 00° 00' 36" W, 2648.41 feet, thence N 00° 00' 36" W, 510.29 feet along the East line of said Section 25 to a point being 5.00 feet Northeasterly of the Northeasterly right of way line of U.S. Highway 40, thence N 46° 44' 59" W, 927.34 feet along a line 5.00 feet Northeasterly of and parallel with the Northeasterly right of way line of U.S. Highway 40 to the True Point of Beginning;

Thence N 59° 21' 08" E, 166.96 feet to the intersection with an existing overhead powerline, the point of ending.

Together with the right to install guy and anchor facilities at angle and terminal poles, said facilities to extend not more than 35 feet from poles so supported

Reference is hereby made to Exhibit B, Map of Easement Parcels for Sierra Pacific Power Company, attached hereto and made a part hereof.

EXHIBIT A (continued)

PARCEL 3

A parcel of land located in government lots 1 and 2 of Section 31, T. 33 N., R. 49 E., M.D.B. & M., Eureka County, Nevada, being 10.00 feet in width lying 5.00 feet on each side of the following described centerline:

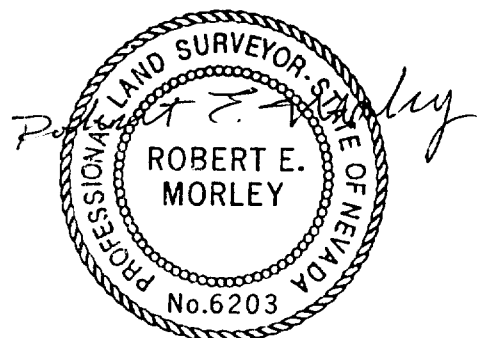
Commencing at the Southeast corner of said Section 25, a point from which the East 1/4 corner of said Section 25 bears N 00° 00' 36" W, 2648.41 feet, thence S 49° 32' 06" E, 1535.75 feet to a point being on the Southwesterly right of way line of U.S. Highway 40, the True Point of Beginning;

Thence S 46° 52' 22" W, 488.84 feet to a point on the Southeasterly line of the Williams Communications Lease Premises, the point of ending, from which the most Easterly corner of the said Williams Communications Lease Premises bears N 29° 27' 20" E, 68.46 feet.

The sidelines of the above described parcel are to be shortened or lengthened so as to begin on the said Southwesterly right of way line of U.S. Highway 40 and terminate on the said Southeasterly line of the Williams Communications Lease Premises.

Together with the right to install guy and anchor facilities at angle and terminal poles, said facilities to extend not more than 35 feet from poles so supported

Reference is hereby made to Exhibit B, Map of Easement Parcels for Sierra Pacific Power Company, attached hereto and made a part hereof.



N 59°21'08" E 166.96'
R/W
A
N 46°44'59" W 927.34'
1256.42'
CENTERLINE OF PARCEL 2
B

FOUND 1" STEEL PIN
AND STEEL FENCE POST
N 00°00'36" W 2648.41'
BASIS OF BEARING
EXISTING OVERHEAD
POWERLINE SEE NOTE
CONCERNING SEGMENTS A-D
PROPOSED OVERHEAD
POWERLINE
B.L.M.
LOT 4

CENTERLINE 10.00'
EASEMENT FOR
OVERHEAD POWERLINE
5.00' NORTHEASTERLY OF
AND PARALLEL WITH THE
NORTHEASTERLY RIGHT OF
WAY LINE OF U.S. HIGHWAY 40

CENTERLINE OF
PARCEL 1

FOUND 1" STEEL PIN 25 30 31 36

EXISTING POWERLINE NOTE: SEGMENTS A, C,
AND D, OF THE EXISTING OVERHEAD POWERLINE
SHOWN ARE TO BE REMOVED. SEGMENT
B IS TO REMAIN AS SERVICE TO EXISTING
PUMPING FACILITY.

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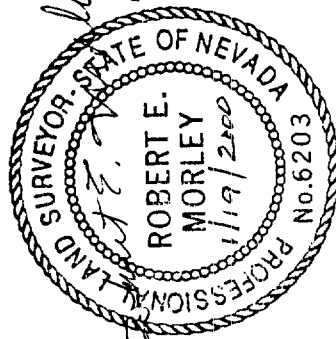


EXHIBIT B
MAP OF EASEMENT PARCELS

FOR
SIERRA PACIFIC POWER COMPANY

IN

SECTION 25, T.33 N., R.48 E., M.D.B. & M.
SECTION 31, T.33 N., R.49 E., M.D.B. & M.
EUREKA COUNTY, NEVADA

T.33 N., R.48 E., M.D.B. & M.
T.33 N., R.49 E., M.D.B. & M.

NEWMONT GOLD
COMPANY
APN 04-250-04

LOT 1
1535.75'

PROPOSED OVERHEAD
POWERLINE

U.S. HIGHWAY 40
S 49°32'06" E 1535.75'

EXISTING OVERHEAD
POWERLINE

N 29°27'20" E 68.46'
S 48°52'22" W 488.84'

CENTERLINE R/W
OF PARCEL 3

CENTERLINE 10.00'
EASEMENT FOR
OVERHEAD POWERLINE

WILLIAMS COMMUNICATIONS
LEASE PREMISES
LOT 2

BOOK 334 PAGE 266
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Suna Pacific Power Co.
00 MAY 24 PM 2:39

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 14⁰⁰-

174442

COPY

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