

BOOK 407 PAGE 13 - 18
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
2005 FEB 22 AM 10:13

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 19.00

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Land Operations
S4B20 PO Box 10100
Reno, NV 89520

196239

**GRANT OF EASEMENT
FOR OVERHEAD ELECTRIC TRANSMISSION**

THIS INDENTURE, made and entered into FEBRUARY 14, 2005
by and between **NEWMONT USA LIMITED**, d/b/a Newmont Mining Corporation, 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 easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct and operate one or more electric transmission and communication facilities, consisting of one or more circuits, 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 (hereinafter called "Utility Facilities"), across, over, upon, under, and through the following described property situate in the County of EUREKA, State of NEVADA, to-wit:

See Exhibit "A", 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 or 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 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 with reasonable written notice, shall relocate the facilities constructed pursuant to this easement, to a suitable location upon the Grantor's property, provided Grantor furnishes the necessary Right-of-Way at no cost to the Grantee and Grantor shall bear all costs of relocation.

7. 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.

8. Grantee shall have and hold the rights granted herein for so long as it uses and maintains the Utility Facilities on the lands describe above, and the rights granted herein shall terminate upon Grantee's discontinuance of such use and maintenance for a period of one (1) year and all such shall revert to Grantor, its successors or assigns.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents 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 USA LIMITED d/b/a
Newmont Mining Corporation

By: Leland W. Krugerud

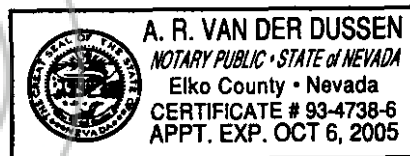
Print Name: Leland W. Krugerud

Title: Vice President

STATE OF NEVADA)
COUNTY OF ELKO)

This instrument was acknowledged before me, a Notary Public on
FEBRUARY 14, 2005, by LELAND W. KRUGERUD as
VICE PRESIDENT, of NEWMONT USA LIMITED.

A. R. Van Der Dussen
Notary Public



Accepted and agreed to by Sierra Pacific Power Company on Feb. 16, 2004⁵

SIERRA PACIFIC POWER COMPANY
A Nevada Corporation

By: [Signature]

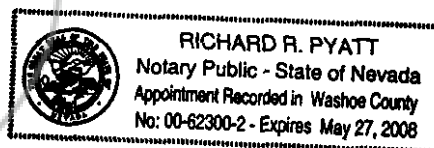
Print Name: William T. Roullier

Title: MGR. LAND OPERATIONS

STATE OF NEVADA)
COUNTY OF WASHOE)

This instrument was acknowledged before me, a Notary Public on
FEBRUARY 16, 2005, by WILLIAM T. ROULLIER as
MGR. LAND OPERATION of SIERRA PACIFIC POWER COMPANY.

[Signature]
Notary Public





www.sierrapacific.com

6100 Neil Road, P.O. Box 10100, Reno, Nevada 89520-0024

OWNER: NEWMONT MINING CORPORATION

02-16-05

EXHIBIT "A"
LEGAL DESCRIPTION

EASEMENT

THAT PORTION OF SECTION 25, T34N, R51E, MDM, AND SECTIONS 30 AND 31, T34N, R52E, MDM, IN EUREKA COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND 90.00 FEET IN WIDTH LYING 45.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, THENCE S33°02'40"E, 2624.65 FEET TO THE **POINT OF BEGINNING**, THENCE ALONG THE FOLLOWING THREE COURSES;

1. N00°28'20"E, 3320.11 FEET;
2. N83°56'45"W, 2563.32 FEET;
3. S84°21'44"W, 4105.56 FEET, TO A POINT LYING N06°21'01"E, 908.79 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25.

SAID EASEMENT CONTAINING 20.64 ACRES MORE OR LESS.

BASIS OF BEARINGS: N89°05'45"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, T34N, R51E, MDM.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO, AND BY THIS REFERENCE, MADE A PART THEREOF.

PREPARED BY:

Wm T. Kruger
WILLIAM T. KRUGER, PLS



021605
DATE

