

BOOK 439 PAGE 76-81  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Sierra Pacific Power*  
2006 JUL 10 AM 10:52

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

**205376**

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

**AMENDED GRANT OF EASEMENT  
FOR OVERHEAD ELECTRIC TRANSMISSION**

This Amended Grant of Easement for Overhead Electric Transmission amends that certain Grant of Easement for Overhead Electric Transmission recorded February 22, 2005, as Document #196239, book. 407, page. 013 - 018, inclusive, in the office of the Eureka County Recorder, Eureka County, Nevada.

THIS INDENTURE, made and entered into the 7 day of JULY - 2006, 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, exclusive and perpetual 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 EXHIBITS "A" AND "A1" ATTACHED HERETO AND INCORPORATED HEREIN BY  
REFERENCE.**

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. Grantee acknowledges that Wells Rual Electric Company has placed certain anchors and guy wires within the boundaries of the subject easement, and these existing structures are not 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 described 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 a written statement from Grantee giving notice of intent to abandon the rights granted by this easement. In the event that there are three continuous years of non-use of the easement by the Grantee, Grantor shall have the right to demand from Grantee a good faith projection of Grantee's plans for reactivation of usage of the easement. If reactivation of usage is reasonably projected to take place within five years, following the aforesaid three years, then the easement shall not be deemed abandoned. If the reactivation of usage does not in fact occur within the said five years, the easement shall be deemed abandoned. Upon abandonment, all Grantee's rights in the easement shall revert to Grantor, its successors and 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 with the written permission of the other party, such permission, not to be unreasonably withheld.

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

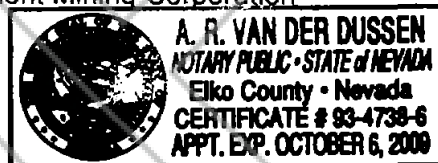
STATE OF NEVADA )  
 ) SS  
COUNTY OF ELKO )

This instrument was acknowledged before me, a Notary Public on

JULY 7, 2006, by LELAND W. KRUGERUD as

VICE PRESIDENT, of NEWMONT USA LIMITED d/b/a  
Newmont Mining Corporation

A. R. Van Der Dussen  
Notary Public



Accepted and agreed to by Sierra Pacific Power Company on 7.6, 2006.

SIERRA PACIFIC POWER COMPANY  
A Nevada Corporation

By: William R. Bennett

Print Name: WILLIAM R BENNETT

Title: SUPERVISOR LANDS

STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE )

This instrument was acknowledged before me, a Notary Public on

7-6-2006, by WILLIAM R BENNETT as  
SUPR. LAND OPERATIONS of SIERRA PACIFIC POWER COMPANY.

Mike R. McCreia Notary Public



**EXHIBIT A**  
**NEWMONT MINING CORPORATION TO SIERRA PACIFIC POWER COMPANY**  
**UTILITY EASEMENT**

An easement for utility purposes located in Section 25, Township 34 North, Range 51 East, M. D. B. & M., and Sections 30 and 31, Township 34 North, Range 52 East, M. D. B. & M., Eureka County, Nevada, being 90.00 feet in width, lying 45.00 feet on each side of the following described centerline:

Commencing at the Northwest Corner of said Section 31 a point from which the Northeast Corner of said Section 31 bears N 89° 39' 03" E, 5337.16 feet, thence S 33° 58' 07" E, 2591.79 feet to Corner No. 1, a point on the centerline of the existing easement granted to Sierra Pacific Power Company by deed recorded in the office of the Eureka County Recorder, Eureka, Nevada in Book 180 at Page 486, of Eureka County Nevada Official Records, the True Point of Beginning;

Thence N 00° 00' 47" E, 3276.19 feet to Corner No. 2;

Thence N 84° 25' 18" W, 2538.53 feet to Corner No. 3;

Thence S 83° 54' 02" W, 2381.66 feet to Corner No. 4, a point on the Northeasterly line of a parcel of land conveyed to Elko Land and Livestock Company by deed recorded in the office of the Eureka County Recorder, Eureka, Nevada in Book 104 at Page 349, Eureka County Nevada Official Records, from which the Northwest Corner of said Section 31 bears S 71° 59' 17" E, 3623.39 feet, the Point of Ending.

The sidelines of the above described easement are to be shortened or lengthened so as to terminate on the said Northeasterly line of the parcel of land conveyed to Elko Land and Livestock Company.

Continued on Page 2

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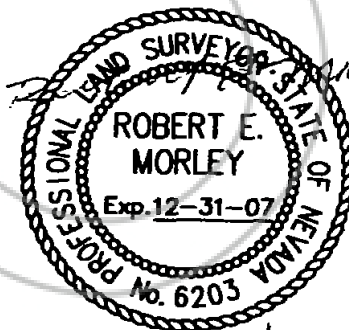
Prepared by Robert E. Morley  
High Desert Engineering, LLC

640 Idaho Street  
Elko, Nevada 89801

Newmont Mining Corporation to  
Sierra Pacific Power Company  
Utility Easement  
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**TOGETHER WITH** an area lying within a 100.00 foot radius arc with its center point located at Corner No. 1, Corner No. 2, and Corner No. 3 of the above described easement centerline. Said arc areas lie Southerly of said Corner No. 1, Northeasterly of said Corner No. 2 and Northerly of said Corner No. 3. The limits of said arc areas are subtended by the Easterly and Westerly sidelines of the above described easement at Corner No. 1, the Easterly and Northerly sidelines of the above described easement at Corner No. 2, and the Northerly sidelines of the above described easement at Corner No. 3 as shown on Exhibit A1, Map of Utility Easement for Newmont Mining Corporation & Sierra Pacific Power Company attached hereto and made a part hereof.

Reference is hereby made to Exhibit A1, Map of Utility Easement for Newmont Mining Corporation & Sierra Pacific Power Company attached hereto and made a part hereof.



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Prepared by Robert E. Morley  
High Desert Engineering, LLC

640 Idaho Street  
Elko, Nevada 89801

