

After Recordation Return To:
WELLS RURAL ELECTRIC COMPANY
1451 Humboldt Avenue
Wells, Nevada 89835

BOOK 439 PAGE 88-9.3
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power
2006 JUL 10 AM 10:55

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 9.00

205378

**GRANT OF EASEMENT
FOR OVERHEAD ELECTRIC TRANSMISSION**

THIS INDENTURE, made and entered into May 8th 2006 by
and between **NEWMONT USA LIMITED**, d/b/a Newmont Mining Corporation, a
Delaware corporation, (hereinafter referred to as "Grantor"), and **WELLS RURAL
ELECTRIC 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

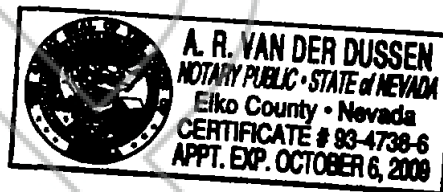
STATE OF NEVADA)
COUNTY OF ELKO)

This instrument was acknowledged before me, a Notary Public on

JUNE 5, 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 Wells Rural Electric Company on May 8th, 2006.

WELLS RURAL ELECTRIC COMPANY
A Nevada Corporation

By: Clay R. Fitch

Print Name: CLAY R. FITCH

Title: CEO

STATE OF Nevada)
COUNTY OF Elko)

This instrument was acknowledged before me, a Notary Public on

May 8, 2006, by Clay R. Fitch as
CEO of WELLS RURAL ELECTRIC COMPANY.

Jolyne Smith
Notary Public

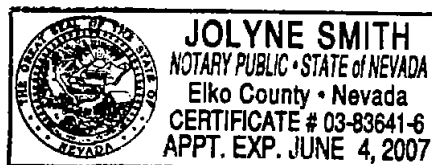


EXHIBIT A
NEWMONT MINING CORPORATION TO WELLS RURAL ELECTRIC COMPANY
UTILITY EASEMENTS

Easements 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 centerlines:

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° 21' 06" E, 3316.56 feet to Corner No. 1, the True Point of Beginning;

Thence N 75° 57' 39" W, 188.67 feet to Corner No. 2;

Thence N 13° 13' 42" E, 342.13 feet to Corner No. 3;

Thence N 64° 45' 47" W, 398.55 feet to Corner No. 4;

Thence N 00° 00' 47" E, 3266.69 feet to Corner No. 5;

Thence N 84° 25' 18" W, 2447.67 feet to Corner No. 6;

Thence S 83° 54' 02" W, 2260.58 feet to Corner No. 7, 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 72° 35' 14" E, 3484.69 feet, the Point of Ending.

The sidelines of the above described Easement No. 1 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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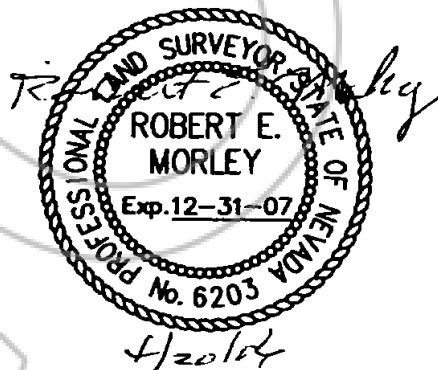
Prepared by Robert E. Morley
High Desert Engineering, LLC

640 Idaho Street
Elko, Nevada 89801

Newmont Mining Corporation to
Wells Rural Electric Company
Utility Easements
Continued from Page 1

TOGETHER WITH an area lying within a 100.00 foot radius arc with its center point located at Corner No. 4, Corner No. 5, and Corner No. 6 of the above described easement centerline. Said arc areas lie Southwesterly of said Corner No. 4, Northeasterly of said Corner No. 5 and Northerly of said Corner No. 6. The limits of said arc areas are subtended by the Westerly and Southwesterly sidelines of the above described easement at Corner No. 4, by the Easterly and Northerly sidelines of the above described easement at Corner No. 5, and the Northerly sidelines of the above described easement at Corner No. 6 as shown on Exhibit A1, Map of Utility Easement for Newmont Mining Corporation & Wells Rural Electric Company attached hereto and made a part hereof.

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



Page 2

Prepared by Robert E. Morley
High Desert Engineering, LLC

640 Idaho Street
Elko, Nevada 89801

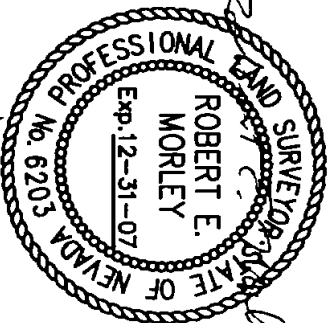
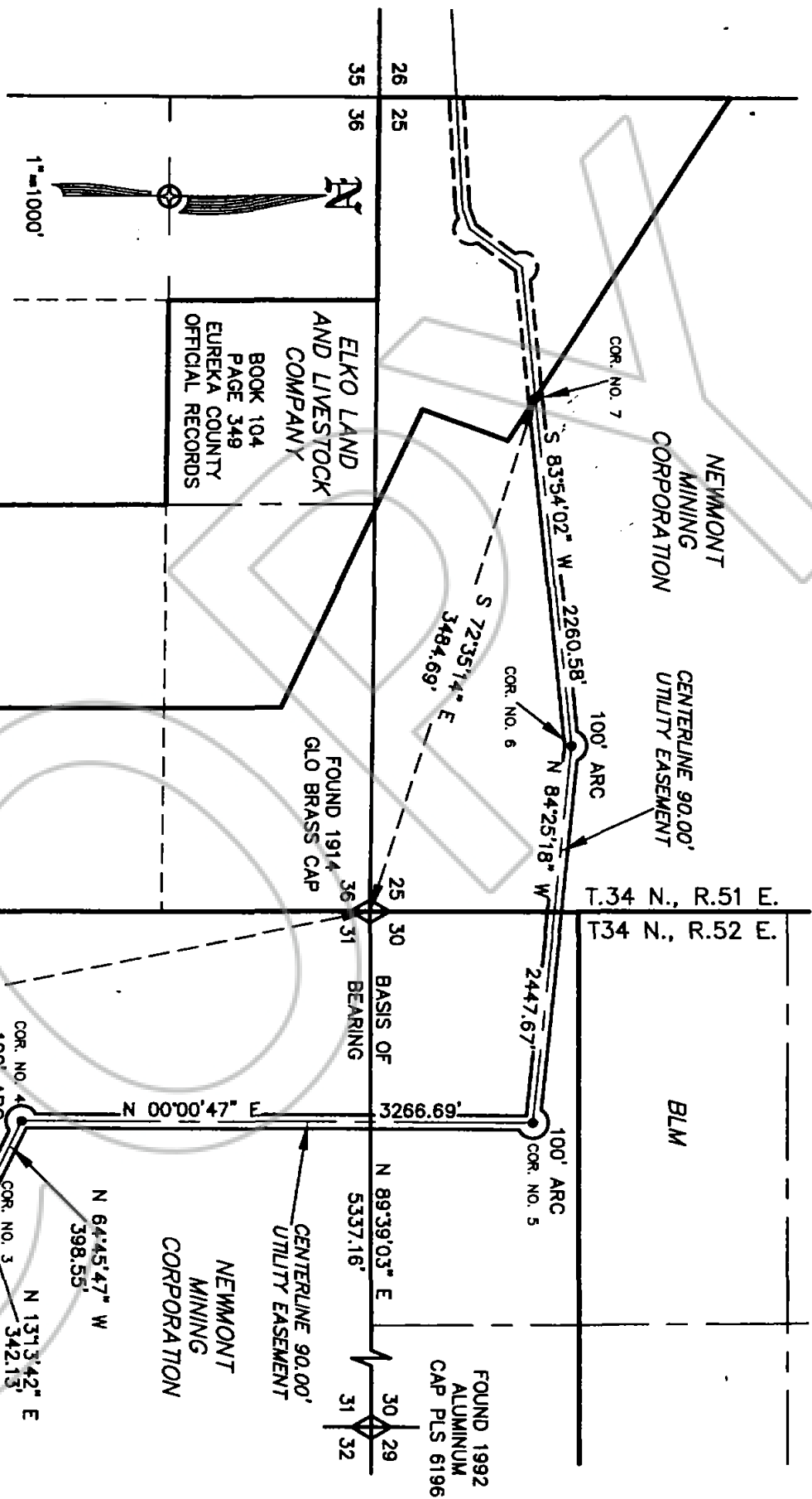


EXHIBIT A1
MAP OF
UTILITY EASEMENT
FOR
NEWMONT MINING CORPORATION
& WELLS RURAL ELECTRIC COMPANY
IN
SECTION 25, T.34 N., R.51 E., M.D.B. & M. &
SECTIONS 30 & 31, T.34 N., R.52 E., M.D.B. & M.
EUREKA COUNTY, NEVADA



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