

APN# 04-150-02

DOC # **0207680**

01/22/2007

04:30 PM

Official Record

Recording requested By
SIERRA PACIFIC POWER CO

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$44.00

Page 1 of 6

RPTT:

Recorded By: FES

Book- 451 Page- 0090



0207680

Recording Requested by:

Name: Sierra Pacific and Newmont Nevada

Address: PO Box 10100

City/State/Zip: Reno, NV 89520

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Please complete Affirmation Statement below:

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____

(State specific law)

Debra Cunningham
Signature (Print name under signature)
Debra Cunningham

Land Operations Clerk
Title

Grant of Easement
(Insert Title of Document Above)

Only use the following section if one item applies to your document

This document is being re-recorded to _____

-OR-

This document is being recorded to correct document # _____, and is correcting _____

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from _____ (Document Title), Book _____
Page _____ Document # _____ recorded _____ (date) in the
Lyon County Recorders Office.

-OR-

If Surveyor, please provide name and address:

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

APN: 04-150-02

SPPC File: D147-03-001

After Recording Return To:
Newmont Nevada Energy Investment
555 Fifth Street
Elko, NV 89801

GRANT OF EASEMENT

SIERRA PACIFIC POWER COMPANY, a Nevada corporation ("Grantor"), for Ten Dollars (\$10.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to NEWMONT NEVADA ENERGY INVESTMENT LLC, a Delaware limited liability company ("Grantee"), a permanent easement to construct, erect, alter, maintain, inspect, repair, reconstruct, operate and remove one 120kV electric transmission and communication facility, consisting of one circuit, together with the appropriate conductors, poles, towers, necessary guys and anchors, supporting structures, insulators and cross-arms, underground foundations, markers, fixtures and other necessary or convenient appurtenances (hereinafter called "Utility Facilities"), across, over, upon, under, and through the property described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto ("Line Area").

Grantor also grants and conveys to Grantee an easement to install guy and anchor facilities at the angle poles and terminal poles that are in the Line Area. These guy and anchor facilities must not extend more than 100 feet from these pole locations.

IT IS FURTHER AGREED:

1. Grantee, its successors and assigns, have the right of ingress and egress to the Line Area for the purpose of constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing, operating, and removing the Utility Facilities.
2. Grantee, its successors and assigns, are responsible for all damage to Grantor's real property, personal property and improvements caused by the Utility Facilities or Grantee's use of or activities on Grantor's property.
3. Grantee, its successors and assigns, agree to indemnify, defend and hold harmless Grantor from and against all claims, loss, liens, liability, demands, suits, damages (including but not limited to exemplary, consequential and special damages) and expenses (including but not limited to fines, penalties, judgments, litigation expenses and experts' and attorneys' fees)

that are incurred by or asserted against Grantor arising out of or in any way connected with (a) the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, in connection with this Grant of Easement, the Utility Facilities, or the Line Area or (b) bodily injury to or death of any person (including but not limited to employees of Grantor and Grantee) or damage to or loss of use of property resulting from such acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, in connection with this Grant of Easement, the Utility Facilities, or the Line Area.

4. Grantor must not erect or construct any building or structure that, in the reasonable judgment of Grantee, is inconsistent with Grantee's use of this Grant of Easement.

5. Grantee, its successors and assigns, at their expense, have the right to remove or clear any building, structure, combustible material, tree, brush, debris, or any other obstruction from the Line Area that, in the reasonable judgment of Grantee, may interfere with or endanger the Utility Facilities.

6. Grantor retains, for its benefit, the right to fence, landscape and otherwise use the Line Area for its own purposes. But all such purposes and uses (a) must be in all respects consistent with the rights of Grantee under this Grant of Easement, Grantee's electrical practices and the National Electrical Safety Code and (b) must not interfere with the rights granted to Grantee in this Grant of Easement.

This Grant of Easement is binding on the heirs, executors, administrators, successors in title, successors and assigns of Grantor and Grantee. This Grant of Easement must not be assigned without Grantor's prior, written consent.

GRANTOR:
SIERRA PACIFIC POWER COMPANY

By: James R. Saavedra
JAMES R. SAAVEDRA, P.E.
Manager, Land Services

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on November 17, 2006 by James R. Saavedra as Manager or Land Services of SIERRA PACIFIC POWER COMPANY.

Cathy Mason
Notary Public



GRANTEE:
NEWMONT NEVADA ENERGY INVESTMENT LLC

By: Leland W. Kruger

STATE OF NEVADA)

) ss:

COUNTY OF ELKO)

This instrument was acknowledged before me on December 28, 2006 by
Leland W. Kruger as Vice President of NEWMONT
NEVADA ENERGY INVESTMENT LLC.

Sharon Dunn
Notary Public





Sierra Pacific™

www.sierrapacific.com

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

SIERRA PACIFIC POWER COMPANY

A.P.N. 04-150-01

**LEGAL DESCRIPTION
EASEMENT**

That certain piece of land situate in the Southwest Quarter (SW ¼) of Section 18, Township 34 North, Range 49 East, M.D.M., County of Eureka, State of Nevada, more particularly described as follows:

A strip of land 90 feet in width, 45.00 feet on each side of the following described centerline:

COMMENCING at the southwest corner of Parcel 2 per Map of Division into Large Parcels for Elko Land and Livestock Company, recorded as file number 154663, on August 15, 1994 in the official records of Eureka County, Nevada, thence North 00°27'00" East, 1014.75 feet to the POINT OF BEGINNING;

THENCE North 89°53'22" East, 909.19 feet to a point hereinafter referred to as Point "A";

THENCE South 01°06'45" East 361.60 feet to a point hereinafter referred to as Point "B" and the terminus of this easement.

TOGETHER with an area up to 100 feet Northeasterly of aforesaid Point "A" and an area of 100 feet surrounding aforesaid Point B.

This easement contains 3.44 acres of land more or less.

All as shown on attached Exhibit Map "A" hereby made a part of this description.

Basis of Bearings is the Map of Division into Large Parcels for Elko Land and Livestock Company, recorded as file number 154663, on August 15, 1994 in the official records of Eureka County, Nevada.

Prepared by Ryan A. Hamrick
Sierra Pacific Power Company
P.O. Box 10100
Reno, NV 89520



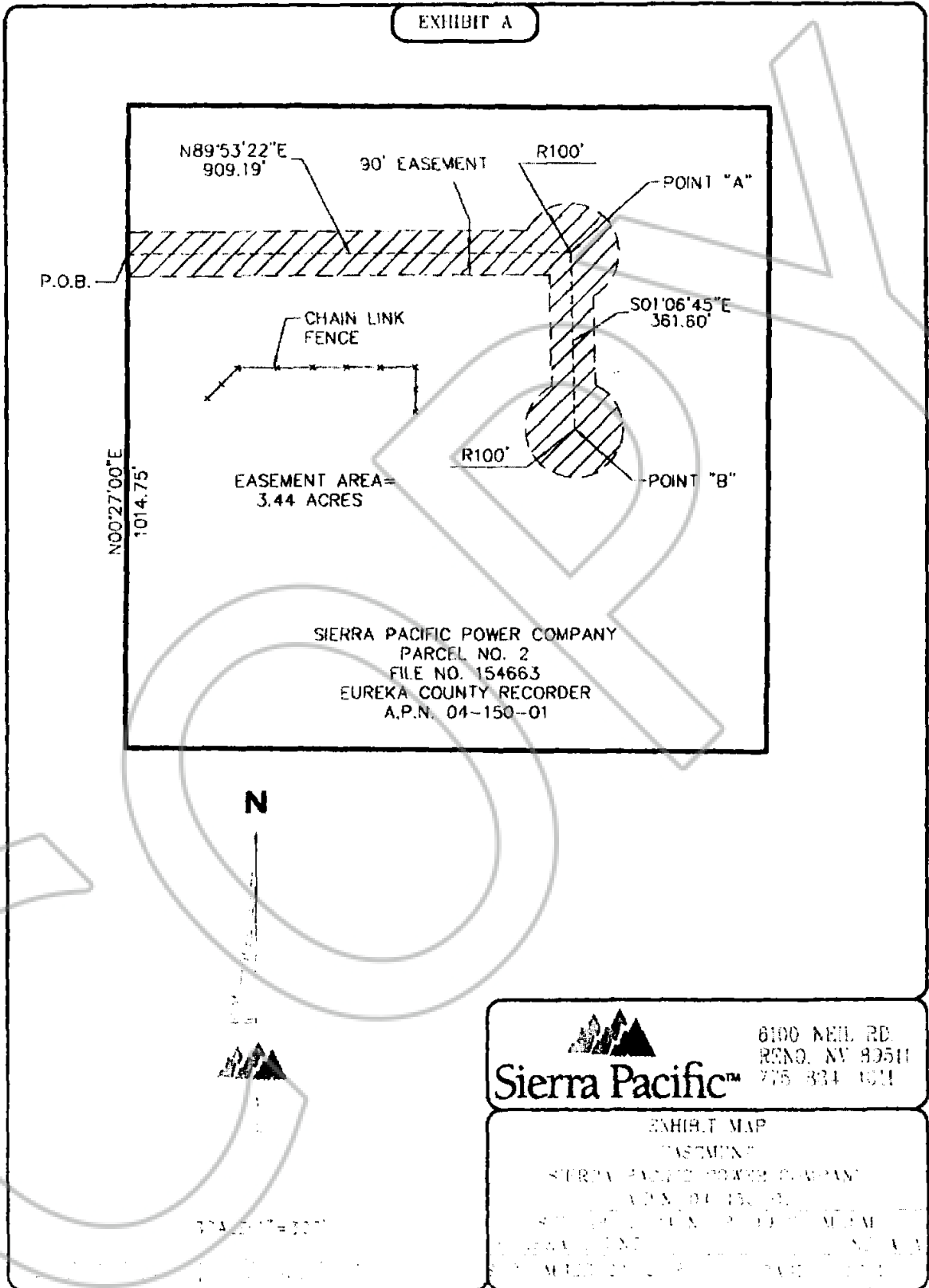
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EXHIBIT A



SIERRA PACIFIC POWER COMPANY
 PARCEL NO. 2
 FILE NO. 154663
 EUREKA COUNTY RECORDER
 A.P.N. 04-150-01

N




 6100 NEIL RD.
 RENO, NV 89511
 775 834 1011

EXHIBIT MAP
 TASTAKIN
 SIERRA PACIFIC POWER COMPANY
 A.P.N. 04-150-01
 SURVEYED AND PLANNED BY
 SIERRA PACIFIC POWER COMPANY
 MEET OF THE BOARD OF DIRECTORS