

DOC # 0211319

12/12/2007

08:55 AM

Official Record

Recording requested By
ELKO LAND & LIVESTOCK

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$20.00

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RPTT.

Recorded By: FES

Book- 0467 Page- 0207

**APN's Part of 004-210-03
and Part of 004-220-01**

After recording return original to:
Newmont Nevada Energy Investment LLC
c/o Newmont Mining Corporation
Attn: Land Dept.
555 Fifth Street
Elko, Nevada 89801



The undersigned hereby affirm this document
submitted for recording does not contain a social security
number.

**GRANT OF EASEMENT
FOR RAIL SPUR**

This EASEMENT is made and entered into this 4th day of December, 2007, by and between Elko Land and Livestock Company, a Nevada corporation ("Grantor") and Newmont Nevada Energy Investment LLC, a Delaware limited liability company ("Grantee").

WHEREAS, Grantor is the owner of Sections 15, 22 and 27, Township 33 North, Range 48 East, MDM, in Eureka County, Nevada (the "Property"); and,

WHEREAS, Grantee is the owner of Sections 10, 11, 12 and 14, Township 33 North, Range 48 East, MDM in Eureka County, Nevada, upon which Grantee owns, is constructing and soon will operate an electrical power generating facility known as the "TS Power Plant"; and,

WHEREAS, it is necessary for the operation of the TS Power Plant that Grantee construct, install, operate, maintain, repair, remove, replace or improve a Rail Spur upon the Property; and,

WHEREAS, pursuant to that certain Agreement for Purchase and Sale of Easements, entered into between Grantor and Grantee, the Grantor desires to convey and grant to Grantee an easement upon the terms and conditions set forth below.

NOW, THEREFORE, Grantor, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, does by these presents, grant, subject to the terms and conditions contained herein, an exclusive easement in favor of Grantee, its successors and assigns, for the purpose of operating, maintaining, repairing, removing, replacing or improving and using the Rail Spur over and across the Property, as depicted and described on Exhibit A, hereto, together with the rights of ingress and egress for the aforesaid purposes, subject to existing rights including but not limited to the White House Ditch and a Private Road Crossing, as depicted on Exhibit B, hereto.

The easement herein granted ("Easement") shall be subject to the following terms and conditions:

1. The grant of this Easement shall commence on the date first above written and shall remain in full effect during the time the TS Power Plant generates electrical power and for a period of five years of continuous non-generation of electrical power at the TS Power Plant, after which the Easement shall be deemed to be abandoned by Grantee and shall revert to Grantor, its successors or assigns.
2. Grantee, its successors and assigns shall indemnify Grantor at all times and hold harmless Grantor, its successors and assigns, from any and all demands, claims, causes of action or judgments and all expenses (including, without limitation, attorneys' fees, fines, penalties, liens or expert witness fees) incurred in investigating or resisting the same, by reason of any injury or loss of life to any person, damage to any property, or violation of any law or regulation caused by or arising out of the Grantee's or Grantee's agents' use of the Easement herein granted.
3. Grantee, its successors and assigns shall comply with all laws, statutes, ordinances, rules and regulations, applicable judicial or agency orders that may apply and environmental regulations.
4. Grantor, its successors or assigns, shall not erect or construct any building or structure that, in the reasonable judgment of Grantee, is inconsistent with Grantee's use of the easement.
5. This Grant of Easement is binding upon the successors and assigns of Grantor and Grantee. This Grant of Easement shall not be assigned without Grantor's prior written consent which will not be unreasonably withheld where assignment is sought in connection with continuing operation of the TS Power Plant.

IN WITNESS WHEREOF, the parties hereto have caused these presents duly to be executed the day and year first above written.

GRANTOR:

Elko Land and Livestock Company,

By: 

Llee Chapman

Title: Vice President

GRANTEE:

Newmont Nevada Energy Investment LLC,

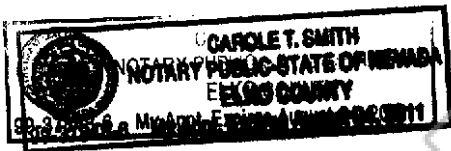
By: 

Richard J. Matthews

Title: Vice President of Newmont USA
Limited, a Delaware corporation, Managing
Member

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

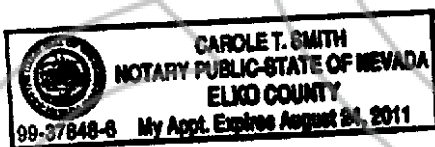
On this 4th day of December, 2007, personally appeared before me, a Notary Public, Richard J. Matthews, known or proved to me to be said person, who acknowledged that he executed the foregoing instrument as Vice President of Newmont USA Limited, Managing Member of Newmont Nevada Energy Investment LLC.



Carole T. Smith
NOTARY PUBLIC

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On this 10 day of December, 2007, personally appeared before me, a Notary Public, Llee Chapman, known or proved to me to be said person, who acknowledged that he executed the foregoing instrument as Vice President of Elko Land and Livestock Company.



Carole T. Smith
NOTARY PUBLIC

EXHIBIT A
ELKO LAND AND LIVESTOCK COMPANY
TS POWER PLANT RAIL SPUR EASEMENTS

December 3, 2007

Parcels of land located in Sections 15, 22, and 27, T. 33 N., R. 48 E., M.D.B. & M., Eureka County, Nevada, more particularly described as follows:

RAIL SPUR EASEMENT NO. 1

Commencing at the Northeast corner of Section 25, T. 33 N., R. 48 E., M.D.B. & M., a point from which the East 1/4 corner of said Section 25 bears S 00° 53' 31" W, 2648.25 feet, thence S 87° 36' 14" W, 12,406.08 feet to Corner No. 1, a point on the Northerly right of way of the Western Pacific Railroad, the true point of beginning;

Thence N 78° 21' 49" W, 340.57 feet along the said Northerly right of way of the Western Pacific Railroad to Corner No. 2;

Thence from a tangent bearing N 78° 21' 49" W on a curve to the left, with a radius of 5779.65 feet, through a central angle of 00° 48' 54", for an arc length of 82.22 feet along the said Northerly right of way of the Western Pacific Railroad to Corner No. 3;

Thence N 39° 47' 23" E, 200.00 feet to Corner No. 4;

Thence S 50° 12' 37" E, 372.49 feet to Corner No. 1, the point of beginning, containing 0.853 acres, more or less.

RAIL SPUR EASEMENT NO. 2

A parcel of land located in said Sections 15, 22, and 27, being 150.00 feet in width, lying 75.00 feet on each side of the following described centerline:

(Continued on Page 2)

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RJM

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640 Idaho Street

High Desert Engineering
Elko, NV 89801



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Exhibit A
Elko Land and Livestock Company
TS Power Plant Rail Spur Easements
Continued from Page 1

Commencing at the Northeast corner of Section 25, T. 33 N., R. 48 E., M.D.B. & M., a point from which the East 1/4 corner of said Section 25 bears S 00° 53' 31" W, 2648.25 feet, thence S 87° 36' 14" W, 12,406.08 feet to a point on the Northerly right of way of the Western Pacific Railroad and also being corner no. 1 of the above described rail spur easement no. 1, thence N 78° 21' 49" W, 340.57 feet along the said Northerly right of way of the Western Pacific Railroad to a point being corner no. 2 of the above described rail spur easement no. 1, thence from a tangent bearing N 78° 21' 49" W on a curve to the left, with a radius of 5779.65 feet, through a central angle of 00° 48' 54", for an arc length of 82.22 feet along the said Northerly right of way of the Western Pacific Railroad to a point being corner no. 3 of the above described rail spur easement no. 1, thence N 39° 47' 23" E, 75.00 feet along the Northwesterly line of the above described rail spur easement no. 1, to Corner No. 1, the True Point of Beginning;

Thence from a tangent bearing N 50° 12' 37" W on a curve to the right, with a radius of 765.00 feet, through a central angle of 69° 03' 41", for an arc length of 922.09 feet to Corner No. 2;

Thence N 18° 51' 05" E, 7845.65 feet, more or less, to Corner No. 3, a point on the East line of said Section 15, the Point of Ending, containing 30.19 acres more or less.

The sidelines of the above described Rail Spur Easement No. 2 are to be shortened or lengthened so as to terminate on the East line of said Section 15.

(Continued on Page 3)

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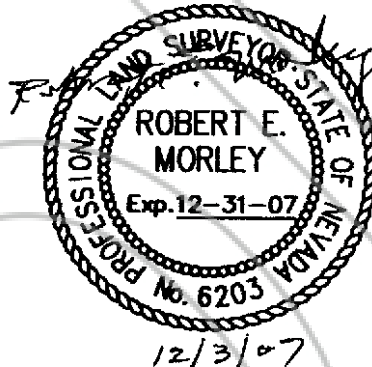
RJM

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640 Idaho Street

High Desert Engineering
Elko, NV 89801

Exhibit A
Elko Land and Livestock Company
TS Power Plant Rail Spur Easements
Continued from Page 2

Reference is hereby made to Exhibit B, Map of Rail Spur Easements for Elko Land and Livestock Company attached hereto and made a part hereof.

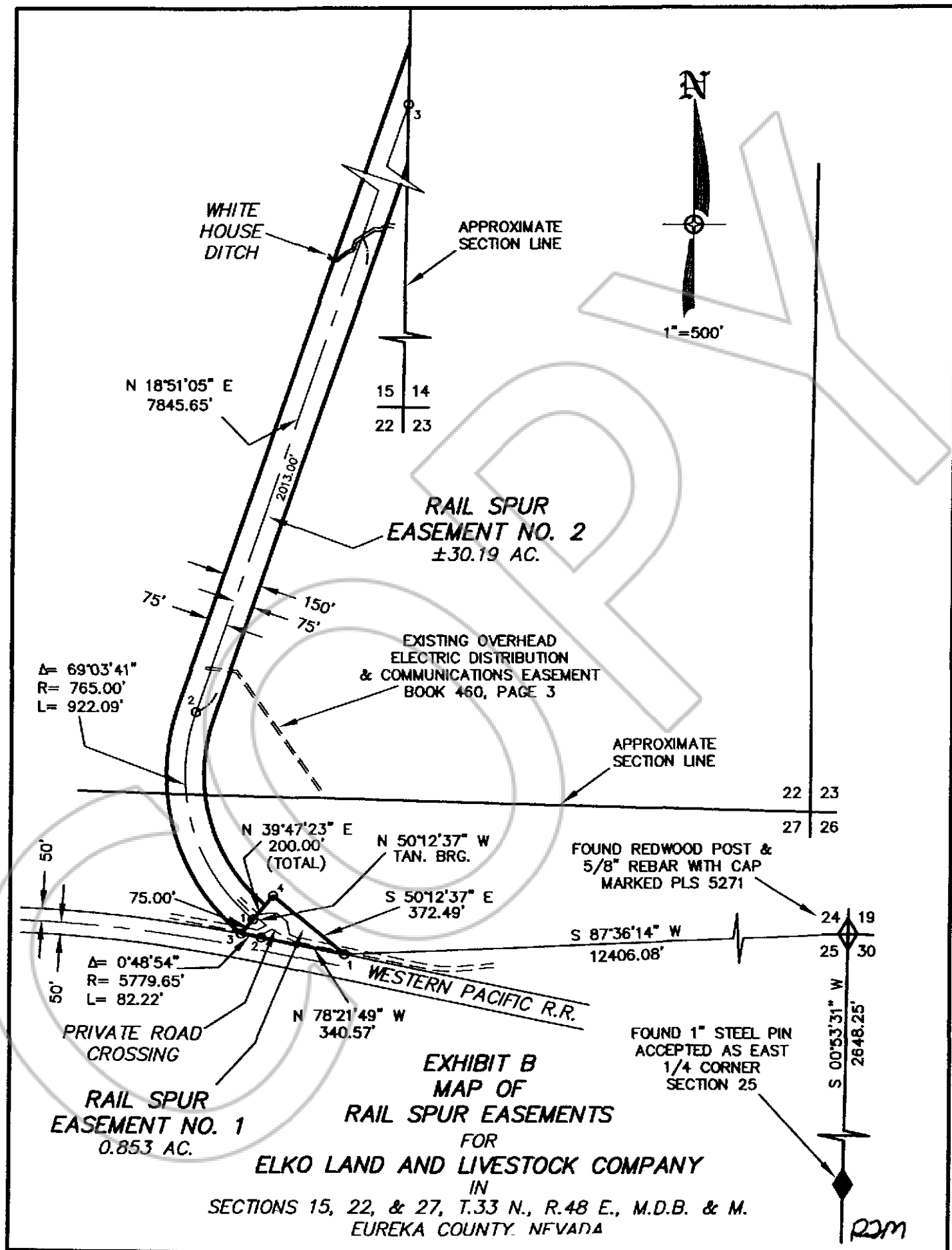


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