

APN 004-210-03

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.

**DOC # 0212555**

10/03/2008

9:23 AM

**Official Record**

Recording requested By  
NEWMONT NEVADA ENERGY

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$19.00

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RPTT:

Recorded By: LLH

Book- 0478 Page- 0262



0212555

**GRANT OF EASEMENT  
FOR MONITOR WELL / SUBSIDENCE MONUMENT PARCEL**

This EASEMENT is made and entered into this 30th day of September, 2008, by and between Elko Land and Livestock Company, a Nevada corporation and Newmont Nevada Energy Investment LLC, a Delaware limited liability company, ("Grantee").

WHEREAS, Grantor is the owner of Section 2, 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 and is operating 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 Monitor Wells and Subsidence Monuments upon the Property; and,

WHEREAS, 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 Monitor Well/ Subsidence Monument Parcel 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.

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:

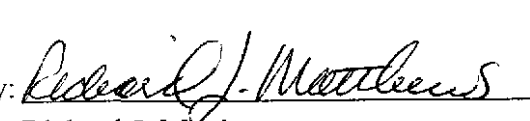
Elko Land and Livestock Company,

By: 


R. Lee Chapman  
Title: Vice President

GRANTEE:

Newmont Nevada Energy Investment LLC,

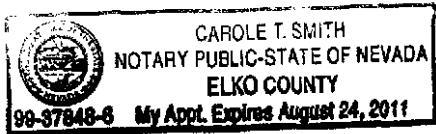
By: 

Richard J. Matthews  
Title: Vice President of Newmont USA  
Limited, a Delaware corporation, Managing  
Member

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STATE OF NEVADA )  
 ) SS.  
COUNTY OF ELKO )

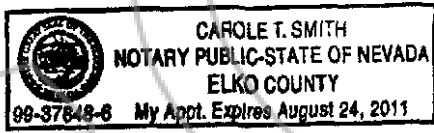
On this 30 day of September, 2008, personally appeared before me, a Notary Public, Richard J. Matthews, known or proved to me to be said person, who acknowledged that he executed the foregoing instrument as Vice President of Newmont USA Limited, Managing Member of Newmont Nevada Energy Investment LLC.



Carole T. Smith  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) SS.  
COUNTY OF ELKO )

On this 30 day of September, 2008, personally appeared before me, a Notary Public, R. Lee 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 MONITOR WELL / SUBSIDENCE MONUMENT EASEMENT**

August 28, 2008

A parcel of land located in Section 2, T. 33 N., R. 48 E., M.D.B. & M., Eureka County, Nevada, more particularly described as follows:

Commencing at the Southeast corner of Section 1, T.33 N., R.48 E., M.D.B. & M., a point from which the Northeast corner of said Section 1 bears N 00° 24' 40" E, 5305.79 feet, thence N 88° 50' 31" W, 8129.72 feet more or less to Corner No. 1, a point on the South line of said Section 2, the true point of beginning;

Thence N 89° 00' 09" W, 30.00 feet along the said South line of Section 2 to Corner No. 2;

Thence N 00° 01' 53" W, 111.82 feet to Corner No. 3;

Thence N 89° 13' 08" W, 693.18 feet to Corner No. 4;

Thence N 00° 46' 52" E, 55.00 feet to Corner No. 5;

Thence S 89° 13' 08" E, 55.00 feet to Corner No. 6;

Thence S 00° 46' 52" W, 25.00 feet to Corner No. 7;

Thence S 89° 13' 08" E, 637.76 feet to Corner No. 8;

Thence N 00° 01' 53" W, 2923.69 feet to Corner No. 9;

Thence S 85° 45' 23" W, 498.33 feet to Corner No. 10;

Thence N 04° 14' 37" W, 52.00 feet to Corner No. 11;

Thence N 85° 45' 23" E, 52.00 feet to Corner No. 12

Thence S 04° 14' 37" E, 22.00 feet to Corner No. 13;

(Continued on Page 2)

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Prepared by Robert E. Morley, PLS  
640 Idaho Street

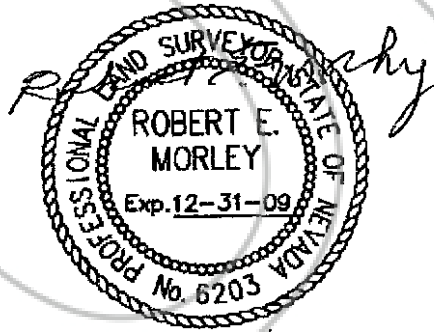
High Desert Engineering  
Elko, NV 89801

Exhibit A  
Elko Land and Livestock Company  
TS Power Plant Monitor Well / Subsidence Monument Easement  
Continued from Page 1

Thence N 85° 45' 23" E, 478.62 feet to Corner No. 14;

Thence S 00° 01' 53" E, 3098.34 feet to Corner No. 1, the point of beginning,  
containing 3.01 acres more or less.

Reference is hereby made to Exhibit B, Map of Monitor Well / Subsidence Monument  
Easement for Elko Land and Livestock Company attached hereto and made a part hereof.



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Prepared by Robert E. Morley, PLS  
640 Idaho Street

High Desert Engineering  
Elko, NV 89801

**EXHIBIT B**  
**MAP OF**  
**MONITOR WELL/**  
**SUBSIDENCE MONUMENT**  
**EASEMENT**  
**FOR**  
**ELKO LAND AND**  
**LIVESTOCK COMPANY**  
**IN**  
**SECTION 2, T.33 N., R.48 E., M.D.B.&M.**

