

APN 004-240-06

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 # 0212556

10/03/2008

9:27 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- 0268



0212556

**GRANT OF EASEMENT
FOR SECONDARY ACCESS ROAD 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 7, Township 33 North, Range 49 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 the Secondary Access Road 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 Secondary Access Road 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. 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



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STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

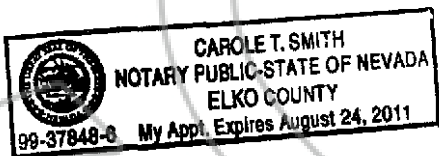
On this 30 day of September, 2008, personally appeared before me, a Notary Public, Richard J. Matthews, known or proved to me to be said person, who acknowledged that he executed the foregoing instrument as Vice President of Newmont USA Limited, Managing Member of Newmont Nevada Energy Investment LLC.



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. 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 SECONDARY ACCESS ROAD EASEMENT

September 16, 2008

A parcel of land located in Section 7, T. 33 N., R. 49 E., M.D.B. & M., Eureka County, Nevada, more particularly described as follows:

Commencing at the Northwest corner of said Section 7, a point from which the Southwest corner of Section 18, T. 33 N., R. 49 E., M.D.B. & M., bears S 00° 30' 16" W, 10,562.27 feet, thence S 00° 30' 16" W, 4430.96 feet along the West line of said Section 7 to Corner No. 1, the true point of beginning;

Thence continuing, S 00° 30' 16" W, 160.00 feet along the said West line of Section 7 to Corner No. 2;

Thence S 89° 29' 44" E, 30.00 feet to Corner No. 3, a point being in the existing Boulder Valley Road;

Thence N 00° 30' 16" E, 160.00 feet along a line 30.00 feet distant from and parallel with the said West line of Section 7 to Corner No. 4, a point being in the existing Boulder Valley Road;

Thence N 89° 29' 44" W, 30.00 feet to Corner No. 1, the point of beginning, containing 0.110 acres more or less.

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Prepared by Robert E. Morley, PLS
640 Idaho Street

High Desert Engineering
Elko, NV 89801

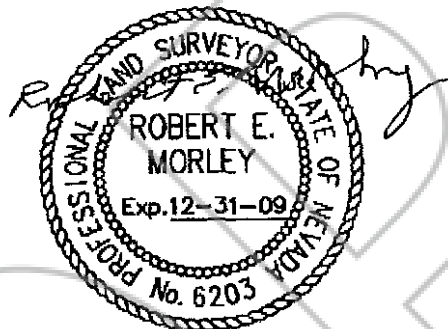


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Exhibit A
Elko Land and Livestock Company
TS Power Plant Secondary Access Road Easement
Continued from Page 1

Reference is hereby made to Exhibit B, Map of Secondary Access Road Easement for Elko Land and Livestock Company attached hereto and made a part hereof.



9/29/08

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Prepared by Robert E. Morley, PLS
640 Idaho Street

High Desert Engineering
Elko, NV 89801



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EXISTING SECONDARY
ACCESS ROAD

**SECONDARY ACCESS
ROAD EASEMENT**
0.110 AC.

T.33 N., R.48 E.,
M.D.B. & M

FOUND 1/2 STEEL
FENCE POST &
REDWOOD POST

EXISTING
BOULDER VALLEY
ROAD

N 00°30'16" E
160.00'

N 89°29'44" W
30.00'

S 00°30'16" W
160.00'

S 89°29'44" E
30.00'

EXHIBIT B
MAP OF
SECONDARY ACCESS
ROAD EASEMENT
FOR
ELKO LAND AND
LIVESTOCK COMPANY

IN
SECTION 7, T.33 N., R.49 E., M.D.B. & M.

1 6
12 7

S 00°30'16" W
4430.96'

12 7
13 18

S 00°30'16" W
5971.31'

13 18
24 19

FOUND 1" PIPE &
4"x 4' WOOD POST



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