

DOC # 0222304

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

**NV Energy
Land Operations (S4B20)
P.O. Box 10100
Reno, NV 89520**

12/07/2012 01:00 PM
Official Record
Recording requested By
NV ENERGY

**Eureka County - NV
Mike Rebaleati - Recorder**

Fee: \$19.00 Page 1 of 6
RPTT: Recorded By: FES
Book- 542 Page- 0344



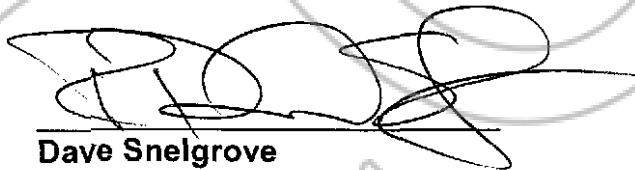
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C30-*140605*
APN: 004-030-28
WORK ORDER # 000041247E

Relinquishment of Easement for OH Electric Facilities – BARRICK
GOLDSTRIKE MINES, INC.
Title of Document

This page added to provide additional information required by NRS 111.312
Sections 1-2. (Additional recording fee applies)

The undersigned hereby affirms that the attached document, including any
exhibits, hereby submitted for recording does not contain the personal
information of any person or persons. (Per NRS 239B.030)


Dave Snelgrove

A.P.N. 004-030-28

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Land Operations
PO Box 10100
Reno, Nevada 89520

RELINQUISHMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

SIERRA PACIFIC POWER COMPANY, a Nevada corporation dba NV ENERGY do by these presents, relinquish and reconvey unto, to any and all persons legally entitled thereto, that the easement described by Document Number 126096, Book 193, Pages 202-205, as recorded in the official records of the Eureka County Recorder's Office on January 9, 1989., more particularly described, to WIT:

SEE EXHIBIT "A" & EXHIBIT "B" Attached hereto and made a part hereof.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anyways appertaining thereto.

DATED this 28TH day of NOVEMBER, 2012.

Sierra Pacific Power Company, a Nevada corporation
d/b/a NV ENERGY

BY: [Signature]
Matt Gingerich
Manager, Property Services

STATE OF NEVADA)
COUNTY OF WASHOE)

This instrument was acknowledged before me on 11-28 2012,
2012 by Matt Gingerich as the Manager of Property Services for NV Energy



[Signature]
Kathy Renfrow
Notary Public



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126096

After Recordation Return To:

SIERRA PACIFIC POWER CO.
RIGHT-OF-WAY DEPARTMENT
P.O. BOX 10100
RENO, NEVADA 89520

A.P.N.

Work Order Number *88-3568-23*

NO TAX DUE ~~EASEMENT~~ GRANT OF EASEMENT
R. P. Transfer Tax Due ~~FOR~~
DISTRIBUTION, TRANSMISSION, AND SUBSTATION

THIS INDENTURE, made and entered into this 14th day of September, 1988, by and between NEWMONT GOLD COMPANY, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

THAT THE GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant to Grantee, its successors and assigns, permanent and exclusive easements and rights of way to construct, erect, alter, maintain, inspect, repair, reconstruct and operate Electric Transmission and Distribution Lines and an Electric Power Substation, together with the appropriate poles, necessary guys and anchors, supporting structures, insulators and cross-arms, markers, conduits, pull boxes, vaults, fixtures, and other convenient appurtenances connected therewith, across, over, under, and through the following described property situated in the County of Eureka, State of Nevada, to wit:

A 90 foot wide power line right-of-way being contained entirely within a portion of the S $\frac{1}{4}$ of the S $\frac{1}{4}$ of Section 17, Township 36 North, Range 50 East, M.D.B. & M., Eureka County, Nevada.

BEGINNING at a point on the south line of the SE $\frac{1}{4}$ of said Section 17 from which point the southeast corner bears North 88° 43' 21" East 1,643.85 feet. Thence proceeding along said centerline North 59° 20' 44" West 1,537.34 feet. Thence North 81° 16' 36" West 1,516.51 feet. Thence south 455.00 feet to the point-of-ending, from which point the southwest corner of said Section 17 bears South 58° 34' 10" West 1,239.31 feet.

The sides of said right-of-way shall be lengthened or shortened so as to terminate on the endlines, also;

A power substation site being contained entirely within a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 36 North, Range 50 East, M.D.B. & M., Eureka County, Nevada.

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EXHIBIT "A"



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BEGINNING at the southwest corner of said substation site from which point the southwest corner of said Section 17 bears South 61° 22' 53" West 1,161.35 feet. Thence proceeding along said substation site North 130.00 feet. Thence East 130.00 feet. Thence South 130.00 feet. Thence West 130.00 feet to the true point of beginning containing an area of 0.388 acres of land, more or less.

IT IS FURTHER AGREED:

1. That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said utility facilities.

2. That Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth.

3. That Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, his heirs, successors and assigns, of any and all loss, damage or liability he may suffer or sustain by reason of any injury or damage to any person or property caused by the negligent construction, maintenance or operation of said utility facilities by Grantee.

4. In the event Grantor determines it is necessary to relocate any portion of the power line, and/or appurtenances, in order to safely develop or mine minerals owned by Grantor on property included in or adjacent to the property described herein, then on sixty (60) days notice, Grantee agrees to relocate said power line and appurtenant facilities, at cost to Grantor, to a satisfactory location designated by Grantor upon Grantor's property, provided that the necessary easement therefore is granted to Grantee without additional consideration. Grantor and Grantee shall execute any amendatory documents necessary or expedient as a result of such relocation.

Subject to the above described right to relocate the power line, Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which in the judgement of the Grantee is inconsistent with Grantee's use of the easement.

5. Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from said right of way, which in the judgment of Grantee may interfere with or endanger the construction, operation, and maintenance of its utility facilities.

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6. That Grantee, its successors and assigns, shall have the right to exclusive use and control of the substation site including the right to fence, lock, and otherwise control access to the facility at all times.

7. Facilities under this easement to be located at the mutual consent of the Grantee and the operator of the Newmont Gold Company's Carlin Operation at the time of construction.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditament, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns for so long as the same is used by Grantee for electric utility purposes. Should the Grantee fail to use the right of way or facilities at any time for twenty-four (24) consecutive months, then the easement granted herein shall be deemed abandoned and the Grantee shall have no further rights hereunder.

IN WITNESS WHEREOF, the Grantor has caused these presents dully to be executed the day and year first above written.

NEWMONT GOLD COMPANY

By: Robert L. Zerga

Title: Ex V.P. & Gen. Mgr.

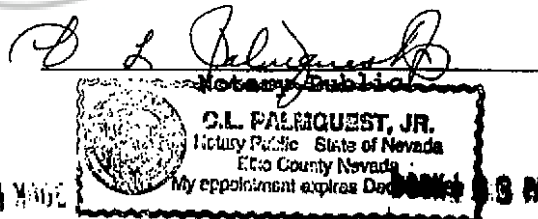
STATE OF NEVADA }

COUNTY OF ELKO }

On this 27TH day of SEPTEMBER, 1988, personally appeared before me, a Notary Public, ROBERT L. ZERGA, a EX. V.P. & GEN. MGR. of NEWMONT GOLD COMPANY, who acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

My Commission Expires:

Dec 9, 1989



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FOUND LAND CORNER

HARRY R. ERICSON states that he is by occupation a registered land surveyor employed by SIERRA PACIFIC POWER CO. to make this plot of the powerline as described and shown on this map; that the plot of said works was made by him or under his supervision and under authority on June 12, 1988. Since this such survey is accurately represented on this map.

2011年12月10日

Sierra Pacific Power Co.
Barrick - Newmont
Coordinate System

POA, SECTIONS 17 & 20 T36N, R50E, NDM
EUREKA COUNTY, NEVADA

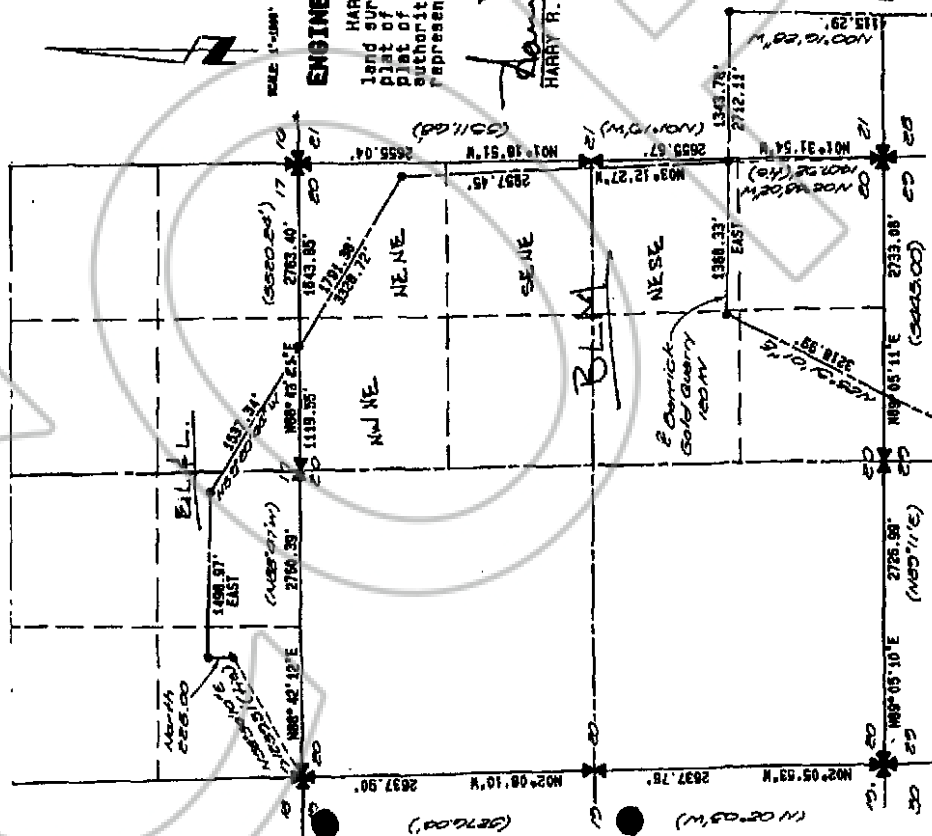


EXHIBIT "B"



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