RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy Property Services (S4B20) P.O. Box 10100 Reno, NV 89520

 σ_{AB}

APN 005-590-08 WORK ORDER # 3000412434

Grant of Easement for Electric

<u>Grantor: The Cortez Joint Venture</u>

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

Record

of 6

Official Recording requested By CORTEZ JOINT VENTURE

Book- 569 Page-

Fee: **\$44.00**

Eureka County - NV Mike Rebaleati - Recorder

Page 1

0033

Recorded By:

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)

Nate Hastings

Right of Way Agent

APN: 005-590-08 (Eureka County)

WHEN RECORDED MAIL TO: Land Operations Department NV Energy P.O. Box 10100 MS S4B20 Reno, NV 89520

GRANT OF EASEMENT

The Cortez Joint Venture ("Grantor") for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants to, Sierra Pacific Power Company a Nevada corporation, d/b/a NV Energy ("Grantee"), its successors and assigns, a perpetual right and nonexclusive easement:

- 1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("Easement Area");
- 2. for the reasonable passage, in accordance with established mine safety and other policies and procedures, of vehicles and pedestrians within, on, over and across the Easement Area and other routes reasonably designated in writing by Grantor from time to time across Grantor's property;
- 3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and on, over and across routes reasonably designated in writing by Grantor from time to time; and
- 4. to reasonably remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area. Grantee shall remove and dispose of any all brush, trees, timber or other debris cleared by Grantee. However, Grantor's infrastructure that exists within the Easement Area at the time this easement is granted (as evidenced by the date Grantor's signature is notarized) and otherwise constructed by Grantor following the date hereof (as provided below) is exempt from removal without prior written consent of Grantor.

Grantee will be responsible for any damages to Grantor's property proximately caused by Grantee's activities on the Easement Area. However, this paragraph does not apply to, and

08/27/2014

Grantee is not responsible for, any damages caused to the extent Grantee exercises its rights under numbered paragraph 4 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee (which Grantee will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not materially interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's standard electrical practices, and the National Electrical Safety Code.

Grantee shall comply and ensure that Grantee's contractors, agents and employees comply with all applicable laws, codes, ordinances, permits, governmental rules and regulations relative to the Utility Facilities and use of the Easement Area.

Grantee, with reasonable written notice from Grantor, shall relocate the Utility Facilities constructed pursuant to this Grant of Easement to suitable location(s) upon Grantor's property, provided Grantor furnishes the necessary rights of way at no cost to Grantee and Grantor bears all cost of relocation.

DATED as of July 3/, 2014.

GRANTEE:

THE CORTEZ JOINT VENTURE

SIERRA PACIFIC POWER COMPANY A NEVADA CORPORATION, D/B/A NV ENERGY

By:

By:

Blake L. Measom

CFO

Its:

Name: Matt GINGRATON

Its: MANAGER, PROPERTY SERVECES

STATE OF)		\wedge
COUNTY OF)		
This instrument was acknoble Blake Meason as CFO	wledged before me of The Cortez	on July 15, 2014, Joint Venture.	by
Jest Stall	/		7
Signature of Notarial Officer	Meters Public		
Seal Area	Notary Public INA KAY STAFFORD Commission #681756 My Commission Explass December 17, 2016 State of Utah		
)]	
STATE OF NEVADA	}		
COUNTY OF WASHOE			
This instrument was acknown	wledged before me		2014 by
Yatt Gingerich as Property Set	vices Manager of Sierra	Pacific Power Con	npany a Nevada
corporation, d/b/a NV Energy.			
	2		
Signature of Notatial Officer			
Seal Area		, many	
	NATHAN HASTINGS Notary Public - State of Neva	da	
	Appointment Recorded in Washoe Co. No: 09-10852-2 - Expires July 7, 2	unty 🚦	
4 :1441900304949149	***************************************	***)4194	

Exhibit A

A portion of Section 13, Township 28 North, Range 48 East, M.D.M., Eureka County, Nevada; situated within that Parcel of land described as Parcel 2 of Grant, Bargain and Sale Deed, recorded as File Number 171091 on November 20, 1998, Official Records of Washoe County, Nevada.

APN: 005-590-08 Proj. #3000412434

Project Name: E-COTTONWOOD PUMP STN-COM-E-BARRICK

Reference Document: 171091

ROE

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P-156" ANGLE AND (PJ OA SJECH 0020 (033) P-1 SØ DEADBO AND FEMARY (ETER BE) (P) 50: 4-9AC#R **6025** (P) Set 4-94C9R (E) 100.00 (00.10) RISE 1 - '01/ STK 19-2330 REMOVE (E) SOCKVA YFTR SWOTE

`

(3) ANCHORS C/O 1"R, 20'L AND 3 - 1/2" E.H.S. DOWN GLY.

(1) OVERHEAD SWITCH

;

NV ENERGY TO FURNISH AND/OR INSTALL

100 FT OF 4-#2ACSR FOR O/H PRIMARY METER PANEL.

(2) 50' BUTT TREATED WOOD POLES.

NV ENERGY TO REMOVE

1. (EXISTING POWT SOOKVA TRANSFORMER.

(EXISTING 50' OF 3-1/0 AND PRIMARY RISER,

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF PACILITIES.

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USE CALITONI PRIOR TO EXCAVATION, CHECK TO ENSURE ADMINIAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES.

D.WETER MUST BE LOCATED WITHIN 10" OF THE FRONT CORNER OF BULDING AS STIPLLATED IN Nº EMERDY STD. USDOOTM. SERVICE METER MUST NOT BE FENCED.

REFER TO MY ENERGY STDS. (USQUOTH USDOOZH UNDOOTH UTOOTH CHOODTH GIOGOTH)

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ALI MATERAL SHALL BE ON THE JOB SITE PRIOR TO THE START OF ANY WORK DOHE BY NY DEFERT.

A 36/336/278" WORKING SPACE IS REQUIRED IN FRONT OF ALL METER PANELS.

GENERAL NOTES

CENERAL COMMENTS:
CALL ELKO ELECTRIC UNDERGROUND (1773-25-1619) 46 HOURS PRIOR
TO START OF CONSTRUCTOR TOR INSECT HERSCHON BERTIES
COVERNO THENCH, HACLIOT WORK NEWEY NUMBER IN VOICE MESSAGE)

ALL MATERIAL SHALL BE ON THE JOS SITE PRIOR TO THE START OF ANY WORK BY IN ENERGY.

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PACIFIES.

THE CELL PROPERTY OF THE PROPE

NORTH SCALE: N.T.S.

EXHIBIT "A"

PRIMARY METER SET FORMAL

COTTONWOOD PUMP

Phone: 775 753-1622 Fax : 775 738-1635

Customer: BARRICK CORTEX After COLEMAN BODE From: 773-488-4704 Fe

St. Project Coordinator. Place: 775-753-1522 Design Control: mon: 778-753-1622

NVEnergy.

CHRISTY MATYS

Emit CMATYB@NYENERGY.COM ROBERT LING East RLINGENVENERGY, JOHN

TO CORTEZ MINE SITE

DEAN RANCH PO

N2848-13

Electric

wo# 3000412434

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JHKKOWN HAME RD

FROM CRESCENT VALLEY