

DOC # 0227944

10/20/2014 09:00 AM

Official Record

Recording requested By
NV ENERGY

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$19.00

Page 1 of 6

RPTT:

Recorded By: LH

Book- 572 Page- 0224



0227944

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy

Property Services (S4B20)

P.O. Box 10100

Reno, NV 89520

C30- 24102

APN 004-220-12

WORK ORDER # 3000448438

Grant of Easement for OH Electric
Grantor : Newmont USA Limited

Correction Recordation

This is a correction recordation, replacing the Doc #0227913, recorded 10/09/14

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
Right of Way Agent

APN: 004-220-12
After Recordation Return To:
Land Operations Department
NV Energy
PO Box 10100 MS S4B20
Reno, NV 89520

**GRANT OF EASEMENT
FOR OVERHEAD ELECTRIC TRANSMISSION**

Newmont USA Limited, a Delaware corporation, (hereinafter referred to as "Grantor") grants and conveys to Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy, (hereinafter referred to as "Grantee"), it's successors and assigns, a perpetual right and easement:

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, assigns and agents, non-exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct and operate one or more electric transmission and communication facilities, consisting of one or more circuits, together with the appropriate poles, towers, necessary guys and anchors, supporting structures, insulators and cross-arms, underground foundations, markers, fixtures, and other necessary or convenient appurtenances connected therewith (hereinafter called "Utility Facilities"), across, over, upon, under, and through the following described property situate in the County of Eureka, State of Nevada, to-wit:

See Exhibit "A" and "A-1", Attached Hereto And Made A Part Hereof.

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.
2. Grantee specifically agrees and acknowledges that with respect to any and all work or other activities conducted by Grantee and its employees, contractors and agents, Grantee is liable for any actual damages sustained to the Property or any improvements thereon and all injuries resulting from the negligence, wantonness or malice of Grantee and its employees, contractors and agents.



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3. Grantee shall construct the Utility Facilities in a manor not to interfere with Grantor's operations on the property. Transmission lines will be constructed at industry standards and provide sufficient line clearance for equipment and truck traffic typical of the property's use.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.


6. Grantor may require that the easement location and Utility Facilities be moved to another location on Grantor's property, provided (i) a legitimate business reason exists to move the said easement and Utility Facilities, (ii) moving the said easement and Utility Facilities is commercially practicable with Grantee's existing operations, and (iii) Grantor agrees to pay for all necessary costs of such relocation.


7. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

8. The Parties agree that should Grantee, in its reasonable and good faith discretion, determine that it no longer needs the easement, and upon Grantor's request, Grantee will, through its standard relinquishment process, proceed to relinquish the easement to Grantor, its successors or assigns.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

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

NEWMONT USA LIMITED

By: [Signature]

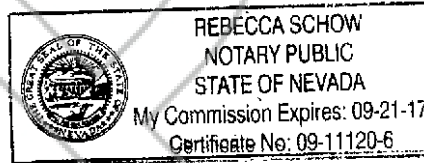
Print Name: Gavin Jarquard

Title: Vice President

STATE OF NEVADA _____)
COUNTY OF ELKO _____)

This instrument was acknowledged before me, a Notary Public on 7-31-2014, by Gavin Jarquard as Vice President, of NEWMONT USA LIMITED.

[Signature]
Notary Public



Accepted and agreed to by NV Energy on _____, 2014.

SIERRA PACIFIC POWER COMPANY, a Nevada corporation d/b/a NV Energy

By: [Signature]

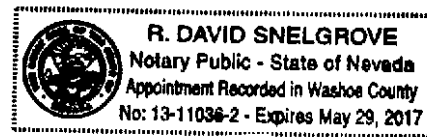
Print Name: MATT GINGRICH

Title: MANAGER, PROPERTY SERVICES

STATE OF Nevada _____)
COUNTY OF Washoe _____)

This instrument was acknowledged before me, a Notary Public on 8-18-2014, by Matt Gingrich as Manager of Property Services, of SIERRA PACIFIC POWER COMPANY, a Nevada corporation d/b/a NV Energy

[Signature]
Notary Public





W.O. 3000448438
Newmont USA Limited
APN: 004-220-12

EXHIBIT "A"
EASEMENT

A portion of the Northwest quarter of Section 33, Township 33 North, Range 48 East, M.D.M., Eureka County, Nevada; situated within that Parcel of land as described in the Grant Bargain and Sale Deed, recorded as File Number 173055 on October 6, 1999, Official Records of Eureka County, Nevada; more particularly described as follows:

Commencing at a found 1914 GLO Brass Cap marking the Southwest corner of Section 32, Township 33 North, Range 48 East, M.D.M, Eureka County, Nevada;

Thence North 63°28'04" East, 7830.62 feet to a point on the Southerly property line of said parcel, said point also being the POINT OF BEGINNING;

Thence North 19°59'22" West, 479.54 feet to the terminus of this description.

EXCEPTING THEREFROM, that portion of land within Union Pacific Railroad right of way as described in said File 173055.

The sidelines of the above described easement shall be extended or shortened to terminate on the Southerly and Northerly boundary line of the grantor.

Said Easement contains 6727 square feet of land more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is the Nevada State Plane Central Zone, North American Datum 1983.

Prepared By: Leland Johnson

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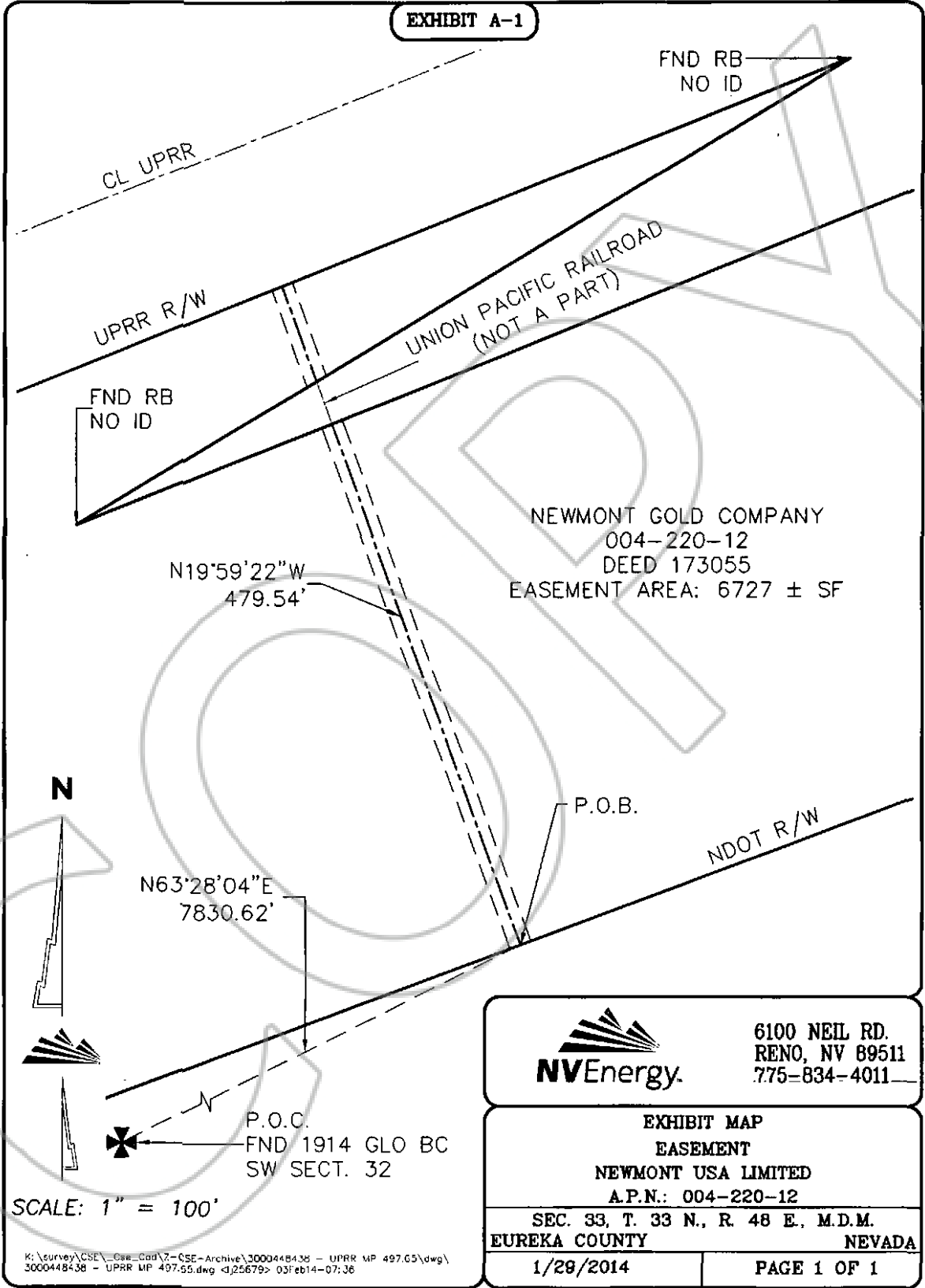
P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com




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EXHIBIT A-1



	6100 NEIL RD. RENO, NV 89511 775-834-4011
	EXHIBIT MAP EASEMENT NEWMONT USA LIMITED A.P.N.: 004-220-12
SEC. 33, T. 33 N., R. 48 E., M.D.M. EUREKA COUNTY NEVADA	
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