RECORDING REQUESTED BY:

**NV Energy** 

WHEN RECORDED RETURN TO:

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

DOC # 0231593

06/23/2016

03:05 PM

Official Recording requested By NV ENERGY

Record

Eureka County - NV Sara Simmons - Recorder

Fee: \$48.00

Page 1 of 10 Recorded By

Book- 592 Page- 0192

C30-

19387

APN 004-020-38, 004-020-40

WORK ORDER # TLB033LTRN

Grant of Easement for

Relinquishment

Grantor:

Barrick Goldstrike Mines, Inc.

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)

Nathan Hastings

Senior Right of Way Agent

APN(s): 004-020-38 & 004-020-40

WHEN RECORDED MAIL TO: **Property Services NV** Energy P.O. Box 10100 MS S4B20 Reno, NV 89520

#### RELINQUISHMENT OF EASEMENT RIGHTS

Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("NV Energy") relinquishes and reconveys unto the person or persons legally entitled thereto all easements, rights of way and other rights granted in that certain Grant of Easement for Electric Transmission, Distribution and Communication granted by Barrick Goldstrike Mines, Inc. to Sierra Pacific Power Company by instrument recorded December 4, 2000 in Book No. 339, Page 082 as Instrument No. 175639 in the Official Records, Eureka County, Nevada, described on Exhibit A:

[signature page follows]

NH22970

Project Name: Barrick Rodeo Relinquishment

Reference Document: 175639

**REL** 

1

0231593 Book:592 Page: 193

06/23/2016

### **NV Energy**:

Sierra Pacific Power Company d/b/a NV Energy

Manager, Land Resources

STATE OF NEVADA

COUNTY OF WashoE

This instrument was acknowledged before me on <u>June 16</u>, <u>2016</u> by Matt Gingerich as Manager, Land Resources of Sierra Pacific Power Company.

Notary Seal Area ->



APN(s): 004-020-38 & 004-020-40

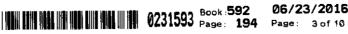
NH22970

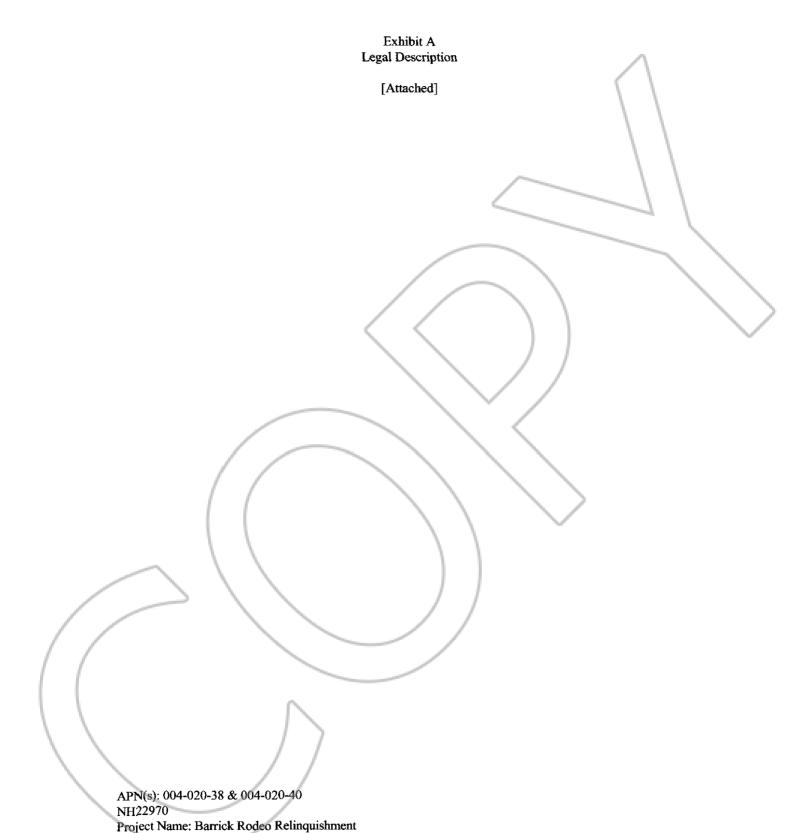
Project Name: Barrick Rodeo Relinquishment

Reference Document: 175639

**REL** 

2





Reference Document: 175639

REL

A-1

## 175639

After Recordation Return To: SIERRA PACIFIC POWER COMPANY

A.P.N.

Right of Way

None Available

PO Box 10100 Reno, NV 89520 Work Order Number 98-17303-23

C-30 19387

# GRANT OF EASEMENT FOR ELECTRIC TRANSMISSION, DISTRIBUTION AND COMMUNICATION

THIS INDENTURE, made and entered into this 13thday of November, 2000, by and between BARRICK GOLDSTRIKE MINES INC., a Colorado corporation (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter referred to as "Grantee"),

### 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, permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct and operate one or more electric transmission and distribution 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 and 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:

A portion of the E½ of Section 13, T. 36 N., R. 49 E., M.D.M., Eureka County, Nevada.

# AS DESCRIBED ON EXHIBIT "A" AND DEPICTED ON EXHIBIT "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Also with the right to install guy and anchor facilities at angle and terminal poles, said facilities to extend not more than 75 feet from poles so supported.

#### 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 facilities by Grantee.
- 4. Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure nor permit any activity which is the judgment of the Grantee is inconsistent with Grantee's use of said 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 said facilities.
- 6. The Grantee, with reasonable written notice, shall relocate the facilities constructed pursuant to this easement, to suitable locations upon the Grantor's property, provided Grantor furnishes the necessary right of way at no cost to Grantee and Grantor bears all costs of relocation.
- 7. This grant is made without any warranty of title and Grantor assumes no obligation to resolve any claims, or other conflicting agreements affecting the interests that are the subject of this easement.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, 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 forever.

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

> BARRICK GOLDSTRIKE MINES INC. a Colorado corporation

Print Name:

PRESIDENT

STATE OF NEVADA COUNTY OF Elko

This instrument was acknowledged before me, a Notary Public, on the 13th day of hovember, 2000, by Donald R. Prakl as Vice-President / Gen Man. of BARRICK GOLDSTRIKE MINES INC.

RENAE ROBERTSON Notary Public State of Nevade Elko County, Nevada 98-49108-6

Notary Signature

Barrick Rodeo Line.doc

## EASEMENT DESCRIPTION

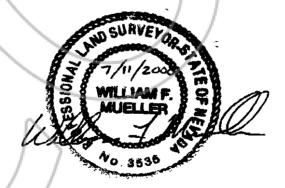
A portion of the E 1/2 of Section 13, T.36 N., R49 E., M.D.M., Eureka County, Nevada.

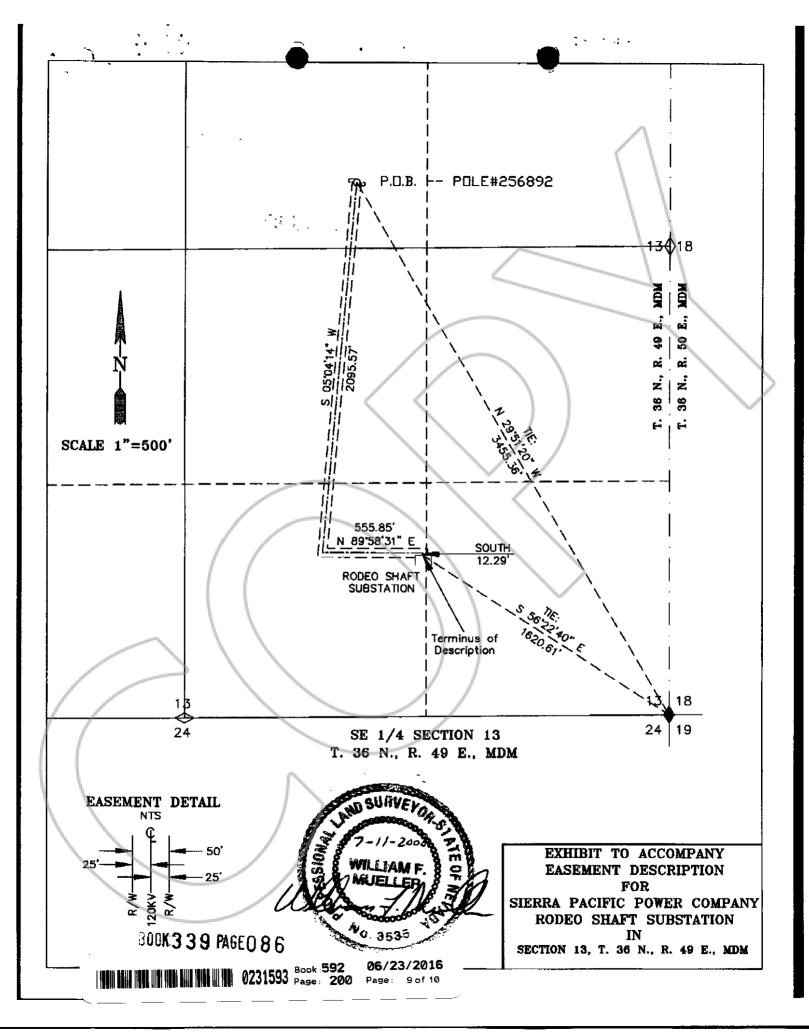
An easement 50.00 feet in width, 25.00 feet lying on each side of the following described centerline.

COMMENCING at the Southeast Section Corner of said Section 13; Thence North 29°51'20" West, 3455.36 feet to an existing pole (#256892) located on the West side of the Miekle substation, said point being the POINT OF BEGINNING for this description; Thence South 5°04'14" West, 2095.57 feet;

Thence North 89°58'31" East, 555.85 feet;

Thence South 12.29 feet to the Southeasterly terminus of this description.





BBOOK 339 PAGE 082

OFFICIAL RECORDS

RECEPSED AT HE REQUESTOR

SIENA PALYIC SWEL

OO DEC-4 PH 4: 30

EURENA COUNTY NEVADA M.N. REBALEATI, RECORDER FILE NO. FEES /2

175639



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