

DOC # 0232303

12/21/2016

02:16 PM

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

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

Official Record

Recording requested By
NV ENERGY

Eureka County - NV

Lisa Hoehne - Recorder

Fee: \$20.00

Page 1 of 7

RPTT:

Recorded By: CH

Book- 598 Page- 0058



0232303

C30-

25304

APN

004-030-23

WORK ORDER # LRC0NA0MLR

Grant of Easement for

Electric

Grantor :

Newmont USA Limited

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): 004-030-23

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

GRANT OF EASEMENT

Newmont USA Limited, a Delaware corporation, ("Grantor"), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("Grantee") and its successors and assigns a perpetual right and 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 legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("Easement Area");
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to 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 will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 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, 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

APN(s): 004-030-23
NH22970
Proj. #TLC0LA0MTL
Project Name: Newmont Line Raise (#643& #170)
GOE (Rev. 2016)

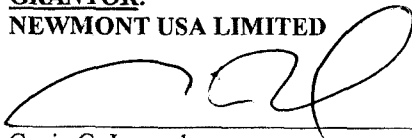
the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

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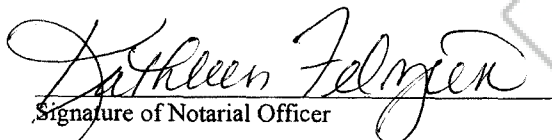
GRANTOR:
NEWMONT USA LIMITED



Gavin C. Jangard
Vice President

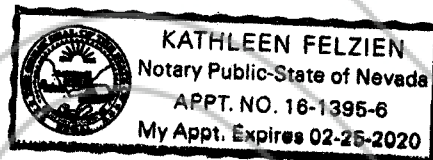
STATE OF Nevada)
) ss.
COUNTY OF Elko)

This instrument was acknowledged before me on Dec. 8th, 2016 by Gavin C. Jangard as
Vice President of Newmont USA Limited.



Signature of Notarial Officer

Notary Seal Area →



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NH22970
Proj. #TLC0LA0MTL
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GOE (Rev. 2016)





JOB NO. TLC0LA0MTL

NEWMONT MINING CORPORATION

APN: 004-030-23

EXHIBIT "A"
EASEMENT

A portion of the Southwest quarter of Sections 29 and 32, Township 36 North, Range 50 East, M.D.M., Eureka County more particularly described as follows:

Two easements, 40 feet in width, lying 20 feet on each side of the following described centerline:

EASEMENT 1

Commencing at the West 1/4 corner of said Section 29;

THENCE South 48°49'51" East, a distance of 703.48 feet to the POINT OF BEGINNING and a point hereinafter referred to as Point "A";

THENCE North 25°44'32" East, a distance of 462.46 feet to a point hereinafter referred to as Point "B";

THENCE North 63°44'31" East, a distance of 50.99 feet to a point hereinafter referred to as Point "C";

THENCE North 89°54'00" East, a distance of 4,418.73 feet to the POINT OF ENDING OF EASEMENT 1.

EASEMENT 2

BEGINNING at said Point "A";

THENCE South 13°06'36" East, a distance of 962.32 feet to a point hereinafter referred to as Point "D";



THENCE South 39°18'07" West, a distance of 183.53 feet to a point hereinafter referred to as Point "E";

THENCE South 09°35'18" East, a distance of 770.67 feet to a point hereinafter referred to as Point "F";

THENCE South 00°53'30" East, a distance of 1,712.28 feet to a point hereinafter referred to as Point "G";

THENCE South 13°20'50" East, a distance of 1,550.52 feet to a point hereinafter referred to as Point "H";

THENCE North 83°09'51" East, a distance of 205.22 feet to a point hereinafter referred to as Point "I";

THENCE South 19°56'28" East, a distance of 2,023.83 feet to a point hereinafter referred to as Point "J";

THENCE South 10°49'31" East, a distance of 537.24 feet, more or less, to the south line of said Section 32 and the POINT OF ENDING.

The sidelines of said easement are to be extended or truncated as meet at angle points and to meet the sidelines of the existing easement in Section 3, Township 35 North, Range 50 East, as described in Document 112600 as recorded on October 19, 1987 in the official records of Eureka County.

TOGETHER WITH an area of up to 50 feet northerly of aforesaid Points "B", "C", and "I", easterly of aforesaid points "D", "F", and "J" and westerly of points "A", "E", "G" and "H".

Said Easements contain 12.43 acres of land more or less.

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

The Basis of Bearings for this Exhibit is
Nevada State Plane Coordinate System, East Zone.

Prepared by Doug Larson, P.L.S.



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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

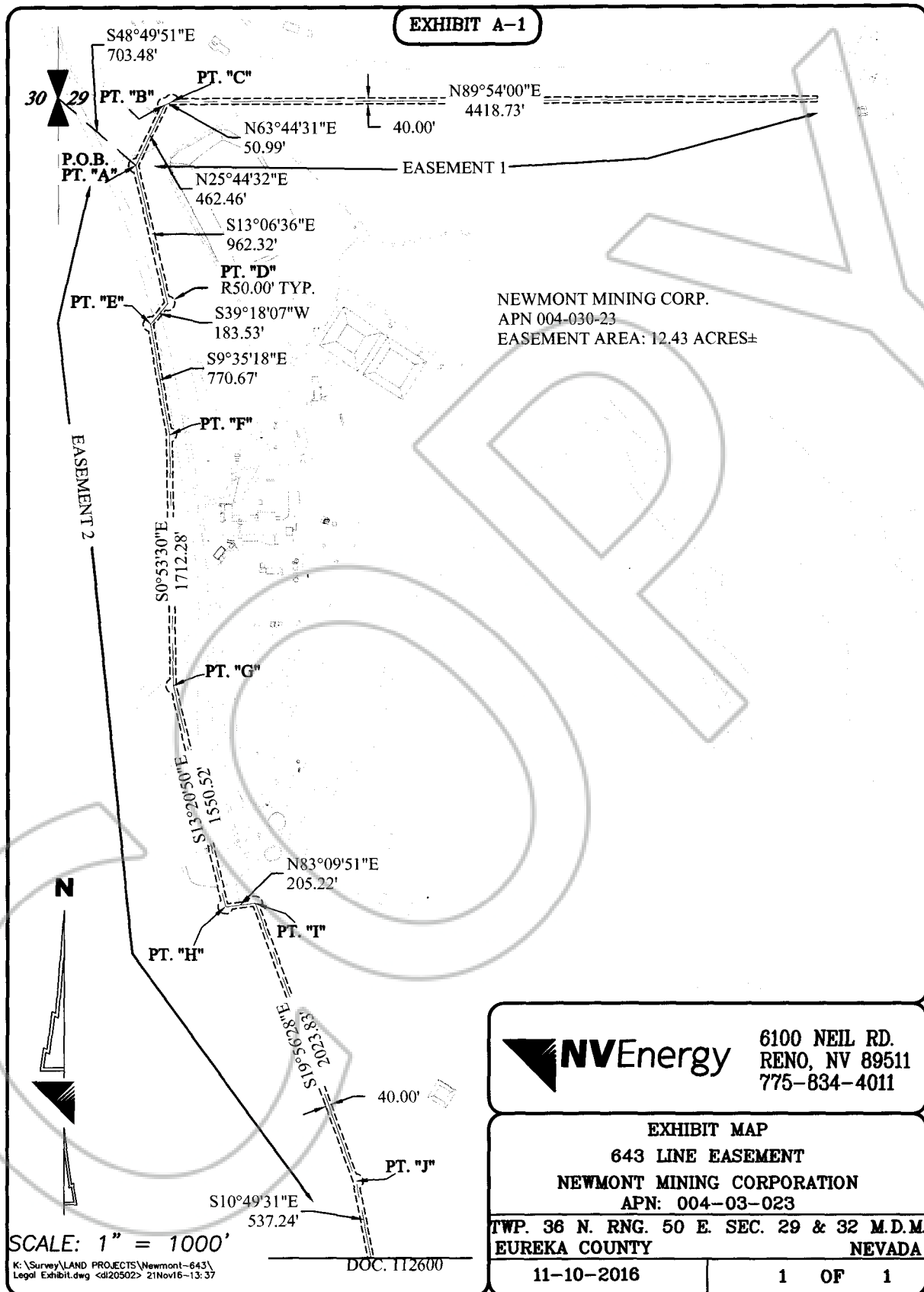


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EXHIBIT A-1



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP

643 LINE EASEMENT
NEW MONT MINING CORPORATION
APN: 004-03-023

TWP. 36 N. RNG. 50 E. SEC. 29 & 32 M.D.M.
EUREKA COUNTY NEVADA

11-10-2016

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