

APN(s): 004-160-01

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

EUREKA COUNTY, NV

2023-251209

Rec:\$37.00

\$37.00 Pgs=18

10/17/2023 02:49 PM

NEVADA POWER COMPANY DBA NV ENERGY

KATHERINE J. BOWLING, CLERK RECORDER

TRANSMISSION USE AGREEMENT

This Transmission Use Agreement ("**Agreement**") is entered into by and between Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("**NV Energy**") and Nevada Gold Mines LLC, a Delaware limited liability company ("**Owner**") (individually, a "**Party**" and, collectively, the "**Parties**").

RECITALS

- A. Owner certifies that it is the legal owner of the property lying within Eureka County, Nevada, presently known as Assessor's Parcel Number ("**APN**") 004-160-01 and described in Exhibit B-1 ("**Property**").
- B. NV Energy holds the following easements relating to the Property (referred to as the "**Easement**"): (1) Grant of Easement for Electric Transmission recorded on May 6, 1996 in Book 294 as Instrument No. 161872, Official Records, Eureka County, Nevada; (2) Grant of Easement recorded on January 14, 1965 in Book 6 as Instrument No. 40568, Official Records, Eureka County, Nevada; (3) Grant of Easement for Electric Transmission and Communication recorded on October 25, 2001 in Book 344 as Instrument No. 177125, Official Records, Eureka County, Nevada
- C. Owner acknowledges that its use of the Easement is subject to NV Energy's prior written consent and has requested that NV Energy consent to certain improvements and activities within the Easement through this Agreement. Owner agrees to install the Improvements and conduct those activities in accordance with and subject to the terms and conditions in this Agreement.

In consideration of the above recitals and the mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

- 1. **Owner's Obligations.** Owner (and its contractors and representatives) agrees that it will:
 - (A) Report to NV Energy any known damage, or hazardous conditions relating, to NV Energy's existing and future electric and communication systems (the "**NV Energy Facilities**").
 - (B) Comply with all applicable federal, state and local laws, regulations, orders or government requirement ("**Laws**"), including chapter 455 of the Nevada Revised Statutes (NRS), National Electrical Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) requirements.
 - (C) Not stockpile material or equipment in the Easement without NV Energy's prior written consent.
 - (D) Not make any changes to the grade or obstruct drivable access in the Easement.
 - (E) Maintain the vacant and accessible area on one side of "tangent" structures (C-2 Sheet 2) and vacant and accessible area around "dead-end" structures (C-2 Sheet 1) to allow NV Energy access for maintenance purposes, as shown on Exhibit A-1.

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- (F) Not trench, excavate or otherwise disturb the area within a 10-foot radius of a structure, except as otherwise approved or directed by NV Energy in writing; and, outside the radius, Owner must not construct any cut slopes in the Easement with a slope ratio more steep than 1:1, all as per NV Energy C-4 and as shown on Exhibit A-2.
 - (G) Maintain in good condition the Improvements (as defined below) installed in the Easement.
 - (H) Pay or reimburse NV Energy for any costs to restore or repair damage to NV Energy Facilities.
 - (I) If any Improvements interfere with NV Energy's ability to operate or maintain the NV Energy Facilities, pay all costs to repair, relocate and/or replace the Improvements to NV Energy's satisfaction, pay all costs to repair, relocate, restore and/or replace the NV Energy Facilities and grant and convey to NV Energy (or obtain for NV Energy) all real property rights that NV Energy deems it requires in a manner that is satisfactory to NV Energy as to type, location and form (including, but not limited to, the dimensions of the property rights area and terms and conditions relating to the property rights).
 - (J) If Owner takes any act that causes damage to, renders unsafe or adversely affects the standard operations of the NV Energy Facilities located in the Easement, cease such act immediately upon notice from NV Energy, or when it becomes aware of such damage or adverse effect.
2. NV Energy's Consent to Owner's Improvements in Easement. Only the following improvements and uses within the Easement are permitted (referred to herein as the "**Improvements**"):
- (A) Vehicles. The maximum height of any vehicles (with attachments extended) driving or parking in the Easement Area within the Property must not exceed eight (8) feet.
 - (B) Trenching. Trenching in accordance with the approved Trench Detail (attached as Exhibit C) (the "**Trench Detail**").
3. Release and Waiver. Owner knowingly and voluntarily releases, waives and forever discharges NV Energy of and from all claims, demands, causes of action, grievances and liabilities of any kind, including those for personal injury, wrongful death, or property damage, (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise and including but not limited to any claims for fees, costs and disbursements of any kind) that Grantor has or hereafter may have in connection with an Interference or an Improper Act.
4. Perpetuity. Subject to the rights of termination contained in this Agreement, this Agreement continues in effect for perpetuity and constitutes a covenant running with the land, but nothing contained in this Agreement will be construed as a conveyance by either Party of the other Party's respective rights in the Easement. This Agreement binds and inures to the benefit of the respective heirs, successors, personal representatives and assigns of the Parties.
5. Future Use. If NV Energy wishes to modify or add facilities in the Easement ("Change") and NV Energy believes the Change will require Owner to modify or remove Owner's Improvements, NV Energy must notify Owner in writing, provide Owner with an explanation for its request and a deadline to modify or remove Owner's Improvements. Owner must modify and/or remove the Improvements by the deadline specified in NV Energy's written notice. NV Energy must reimburse Owner for the cost to modify Owner's Improvements, or reimburse Owner for the loss or replacement costs of the removed Owner's Improvement, within 45 days of Owner providing NV Energy an invoice. This Agreement will be amended as necessary.

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6. **Indemnity.** Owner will indemnify, defend and hold harmless NV Energy and all of its affiliates and all of their respective directors, officers, employees, representatives and agents (collectively, "**Indemnified Parties**") from and against any and all third-party claims, demands and lawsuits, including those for personal injury, death and property damage, against one or more Indemnified Parties (and all judgments, damages, losses, liabilities, citations, fines, assessments, penalties and attorney's fees and expenses) that are in any way connected to Owner's Improvements, Owner's use of the Easement and Owner's activities in the Easement (all of the foregoing being collectively, "**Indemnified Claims**"). This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of the Indemnified Parties.
7. **Dispute Resolution.** Any Dispute between the Parties arising under this Agreement must be resolved first by negotiation between the Parties after written notice by the aggrieved Party to the other. If the Parties are unable to resolve the dispute within thirty (30) days after receipt of such notice from the aggrieved Party, then the Parties may pursue all remedies at law or in equity they may have.
8. **Termination.** NV Energy is entitled to terminate this Agreement, upon written notice to Owner, if Owner (a) fails to comply with any provision of this Agreement, or (b) if the improvements identified in Section 3 endanger the safety and reliability of NV Energy Facilities. Owner will have sixty (60) days after notice from NV Energy of either of the foregoing (a) or (b) to cure the same; however, if the default outlined in such notice arises from an Owner obligation under Section 1(D), Owner shall have three (3) days after receipt of notice from NV Energy to cure the same. Upon termination, Owner must remove all Owner improvements from the Easement and return the Easement to the condition it was in before those improvements were installed.
9. **Notices.** Each notice, consent, request, or other communication required or permitted under this Agreement must be (A) in writing, (B) delivered personally, sent by certified mail (postage prepaid, return receipt requested) or sent by a nationally recognized courier and (C) addressed to the Party as follows:

NV Energy:

Land Resources
NV Energy
Attn.: Manager, Land Resources
6100 Neil Road, MS S4B20
Reno, NV 89520

Owner:

Nevada Gold Mines LLC
1655 Mountain City Highway
Elko, NV 89801

A Party must include a reference to project number LRC8QAODLR in any notice.

Each notice, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (X) when delivered if delivered personally; (Y) on the third business day after the date of mailing if mailed by certified mail; or (Z) on the date the courier officially records it as having been delivered if delivered by courier. Each Party may change its contact information for purposes of this Agreement by giving written notice to the other Party in the manner set forth in this Section above.

10. **Integration.** This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between the Parties and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of this Agreement.
11. **Choice of Law and Venue.** This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions must be

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initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.

12. **No Waiver.** The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.
13. **Interpretation.** Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
14. **Amendments.** Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.
15. **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person not a Party to this Agreement any third-party beneficiary rights, interests, or remedies.
16. **Remedies.** All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.
17. **Headings; Exhibits; Cross References.** The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement.
18. **Severability.** If any portion of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions of this Agreement will remain valid and enforceable.
19. **Counterparts.** The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument.
20. **Performance of Acts on Business Days.** Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
21. **Authority.** Each Party represents that the individual executing this Agreement on its behalf has all necessary power and authorization to do so and bind such Party.
22. **Survival.** Owner's obligations under Section 3, Section 6, Section 7, Section 8, Section 9, Section 11, Section 12, Section 13, Section 16, Section 21, Section 22 and Section 23 survive termination of this Agreement.
23. **Jury Trial Waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION

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DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES 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.

24. Recording: Exhibits. Owner consents to NV Energy recording this Agreement in the real property records of Eureka County, Nevada. Owner will retain a copy of the complete Agreement, and the complete Agreement is on file in the NV Energy's Land Resources Department.

[Signatures start on next page]

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OWNER:

Nevada Gold Mines LLC

By: Hilary N. Wilson _____

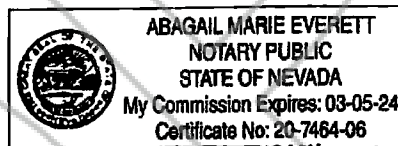
Printed Name: Hilary N. Wilson

Title: Secretary

STATE OF Nevada)
) ss.
COUNTY OF Elko)

This instrument was acknowledged before me on October 12, 2023, by
Hilary N. Wilson as Secretary of Nevada Gold Mines LLC.

Abigail Marie Everett
NOTARY PUBLIC



Seal Area →

THIS AGREEMENT will be in full force and effect when duly signed and dated by the appropriate representative of NV Energy. Upon Owner's written request, NV Energy will mail a copy of this Agreement to Owner at Owner's mailing address.

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NV ENERGY:

Sierra Pacific Power Company d/b/a NV Energy

By: _____

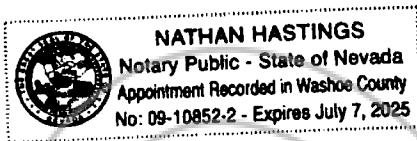
William Kruger
Manager, Land Resources

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 16, 2023 by William Kruger as Manager,
Land Resources of Sierra Pacific Power Company.

Notary Signature

Seal Area →

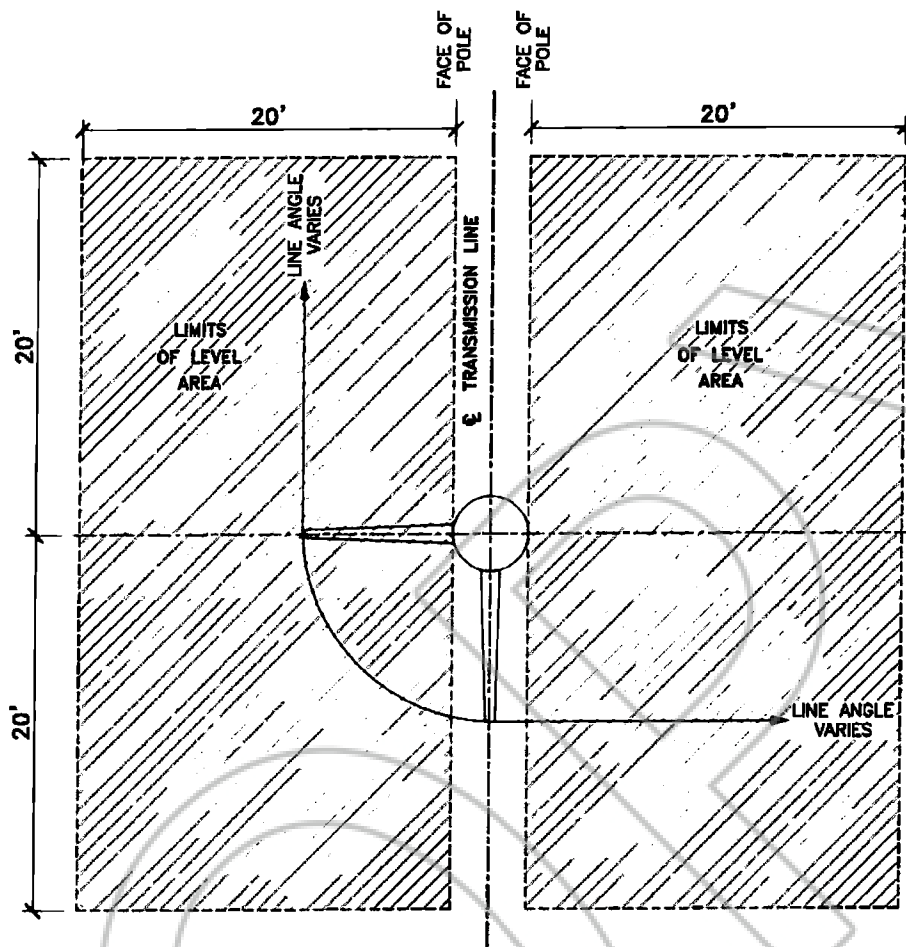


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**Exhibit A-1
NV Energy C-2**

[attached separately]

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TRANSMISSION POLE MAINTENANCE AREA

1. COMPLIANCE WITH ALL NESC & OSHA REQUIREMENTS.
2. MATERIALS AND EQUIPMENT CAN NOT BE STOCKPILED UNDER LINES.
3. POLE BOLLARDS ARE REQUIRED AND SHALL BE INSTALLED BY THE OWNER IF PARKING IS WITHIN 10' OF ANY TRANSMISSION STRUCTURE.
4. A 40'x40' LEVEL AND UNOBSTRUCTED AREA, ORIENTED ON CENTER OF POLE, MUST BE MAINTAINED ON ALL DEADEND STRUCTURES TO ALLOW ACCESS FOR MAINTENANCE PURPOSES. (SEE DETAIL ABOVE FOR CLARIFICATION)

DRAWING INFO.		
DRAWN	01/24/01	PH
DESIGNED	01/24/01	MDV
CHECKED	04/07/01	SA
APPROVED	04/07/01	SA
DATE	BY	
REV. 2	08/08/10	AC

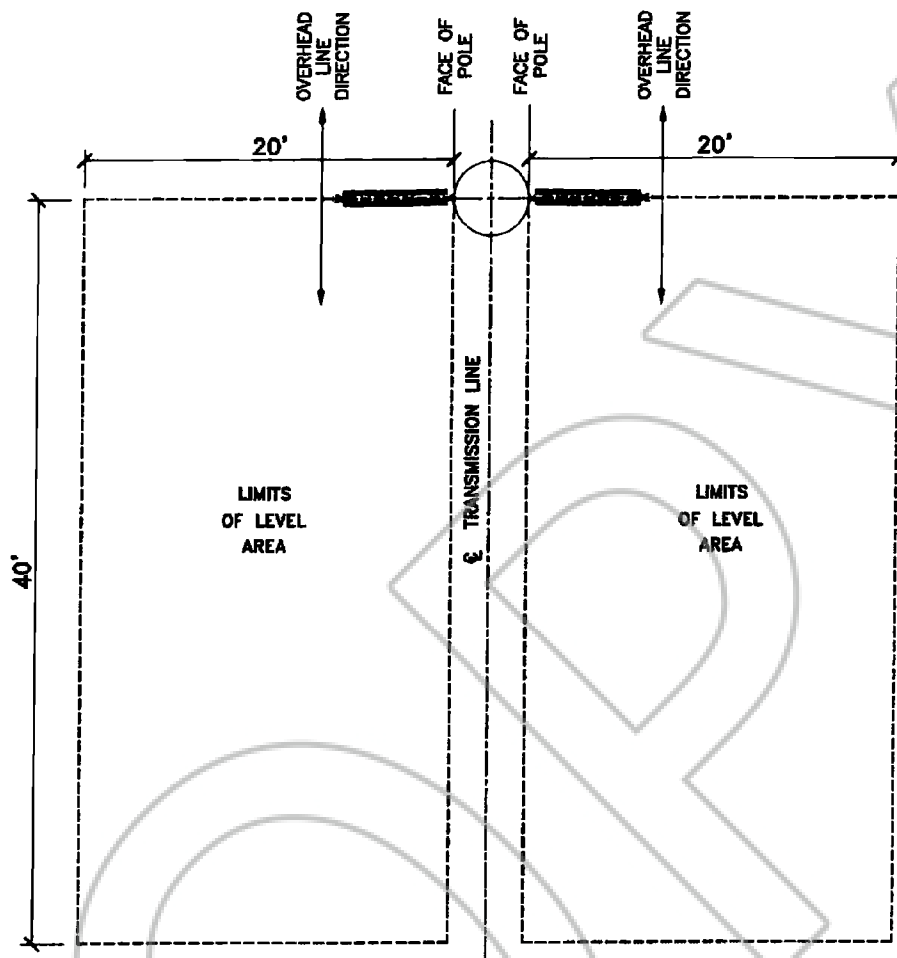


TRANSMISSION ENGINEERING
STANDARDS

NV ENERGY CRITERIA FOR MAINTENANCE ACCESS DEADEND STRUCTURE

SHEET: 1 OF 2

DWG. NO.: EXHIBIT C-2



TRANSMISSION POLE MAINTENANCE AREA

1. COMPLIANCE WITH ALL NESC & OSHA REQUIREMENTS.
2. MATERIALS AND EQUIPMENT CAN NOT BE STOCKPILED UNDER LINES.
3. POLE BOLLARDS ARE REQUIRED AND SHALL BE INSTALLED BY THE OWNER IF PARKING IS WITHIN 10' OF ANY TRANSMISSION STRUCTURE.
4. A 40'x40' LEVEL AND UNOBSTRUCTED AREA, ORIENTED WITH TRANSMISSION CENTER LINE, MUST BE MAINTAINED ON ALL TANGENT STRUCTURES TO ALLOW ACCESS FOR MAINTENANCE PURPOSES. (SEE DETAIL ABOVE FOR CLARIFICATION)

DRAWING INFO.		
DRAWN	01/24/01	PH
DESIGNED	01/24/01	MDV
CHECKED	04/07/03	SA
APPROVED	04/07/03	SA
DATE	BY	
REV. 2	08/05/10	AC



TRANSMISSION ENGINEERING
STANDARDS

NV ENERGY CRITERIA FOR MAINTENANCE ACCESS TANGENT STRUCTURE

SHEET: 2 OF 2 DWG. NO.: EXHIBIT C-2

**Exhibit A-2
NV Energy C-4**

[attached separately]

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REQUIREMENTS:

MAINTAIN A RADIUS OF 10' 1:1 SLOPE OF UNDISTURBED SOIL AROUND POLES.

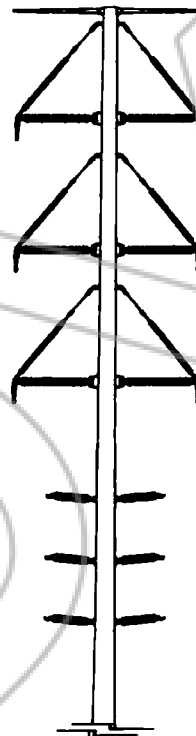
IF TRENCH IS WITHIN THE 1:1 SLOPE THEN A TRENCH SHORING DWG MUST BE SUBMITTED, P.E. STAMPED, FOR NVE APPROVAL.

IF TRENCH IS WITHIN THE PRESCRIBED 10' RADIUS, POLE MUST BE BRACED BY NVE OR NVE CONTRACTOR AT CUSTOMER/DEVELOPER SOLE COST. ADDITIONALLY, TRENCH MUST BE SHORED AS NOTED ABOVE.

CONTINGENT ON DEPTH OF PROPOSED TRENCH.

10'

1:1 SLOPE



DRAWING INFO.		
DRAWN	6/12/01	JLH
DESIGNED	6/12/01	JLH
CHECKED	6/12/01	SA
APPROVED	6/12/01	SA
	DATE	BY
REV. 1	11/12/08	DP



TRANSMISSION ENGINEERING
STANDARDS

**TRENCH DETAIL
POLE STABILITY**

SHEET: 1 OF 1 DWG. NO.: EXHIBIT C-4

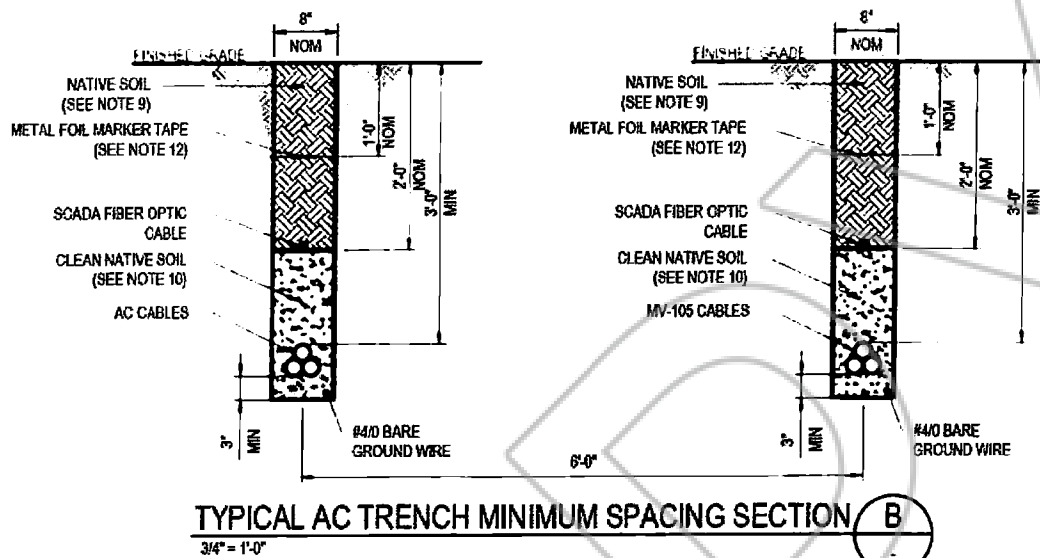
**Exhibit B-1
Property**

A portion of the Northwest Quarter (NW1/4) of Section 31, Township 34 North, Range 49 East, M.D.M., Eureka County, Nevada.

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**Exhibit C
Trench Detail**

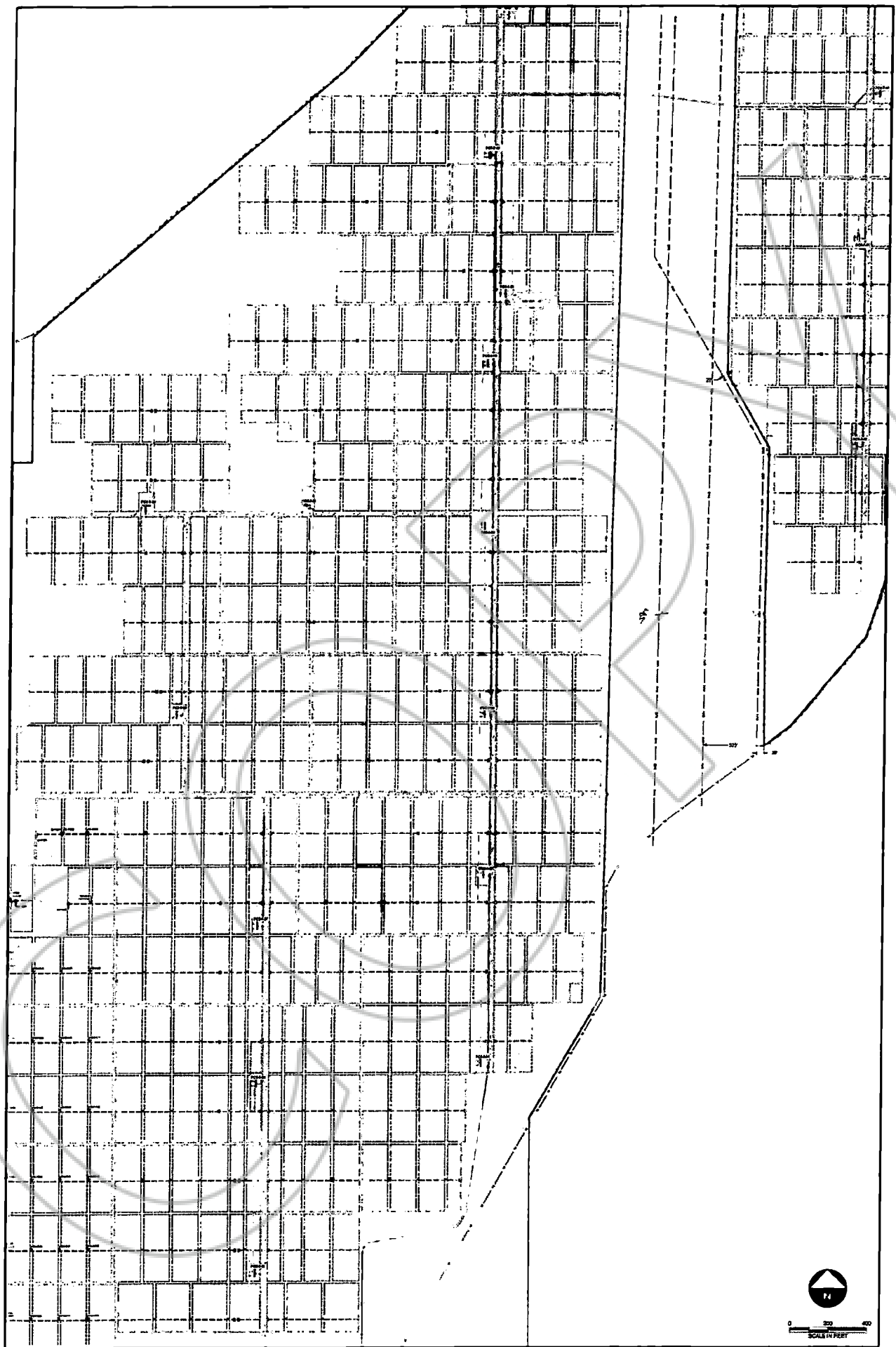


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**Exhibit D
Plan View**

[attached separately]

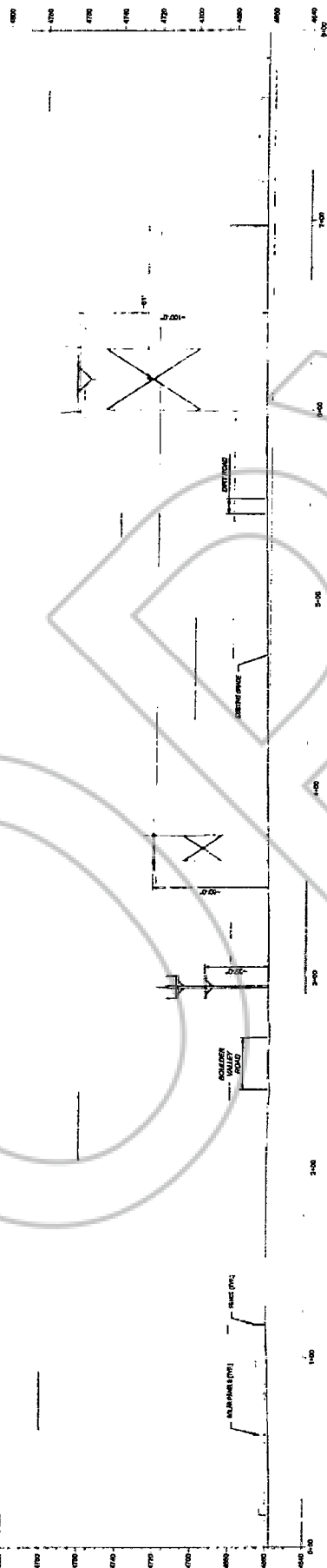
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**Exhibit E
Profile View**

[attached separately]

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EASEMENT SECTION

VALLEY ROAD

DITCH

ROAD