

After Recordation Return To:

Sierra Pacific Power Company  
Right of Way Department  
P.O. Box 10100  
Reno, NV 89520

101908

AGREEMENT

THIS AGREEMENT is made this 7<sup>th</sup> day of JANUARY, 198<sup>6</sup>~~5~~, by and between DEE GOLD MINING CO., a Nevada partnership, consisting of Lacana Mining, Inc., a Nevada corporation, Rayrock Mines, Inc., a Nevada corporation, Dome Exploration (US) Limited, a Delaware corporation, and John S. Livermore, an individual residing in Nevada, and SIERRA PACIFIC POWER COMPANY, a Nevada corporation.

WITNESSETH:

WHEREAS, a line extension agreement was entered into on the 23rd day of January, 1984, between Dee Gold Mining Co., and Sierra Pacific Power Company, a copy of which is attached hereto; and

WHEREAS, pursuant to such agreement a certain right-of-way easement, as described by Deed, File No. 99147, Recorded May 23, 1985, in Book 135, Page 590, Official Records of Eureka County, Nevada, was obtained by Sierra Pacific Power Company across lands owned by Elko Land and Livestock Company; and

WHEREAS, according to the terms of the right-of-way easement, should it become necessary to relocate any portion of the power line and/or appurtenances placed upon the right-of-way to safely develop or mine minerals owned by Elko Land and Livestock Company, Sierra Pacific Power Company is obligated to relocate such facilities;

NOW, THEREFORE, in consideration of Sierra Pacific Power Company undertaking the obligation to relocate the above-mentioned facilities in a prompt and efficient manner, and in consideration for ten dollars in hand paid, the receipt of which is hereby acknowledged, Dee Gold Mining Co., agrees to pay all reasonable costs associated with such relocation. All such costs shall become due and payable to Sierra Pacific within thirty (30) days after completion of the relocation of the facilities. To the extent any refunds are due Dee Gold Mining Co., under the line extension agreement, Sierra Pacific Power Company,

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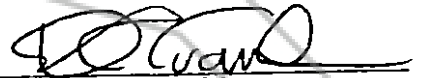
at its option, shall use those refunds to offset the cost of the relocation.

This agreement shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DEE GOLD MINING COMPANY

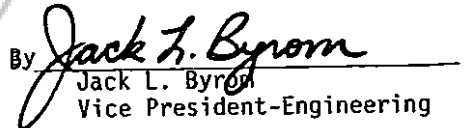
By



David R. Crombie  
President, Rayrock Resources  
Managing Partner

SIERRA PACIFIC POWER COMPANY

By

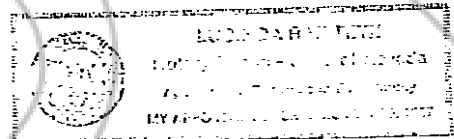


Jack L. Byron  
Vice President-Engineering

STATE OF NEVADA )  
COUNTY OF WASHOE ) ss:

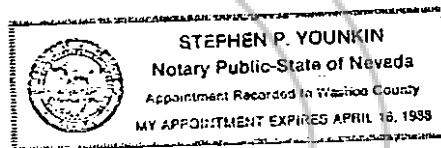
On this 7th day of January, 1986, personally appeared before me, a Notary Public in and for said County and State, David R. Crombie personally known to me to be the Managing Partner of DEE GOLD MINING CO., who acknowledged to me that he executed the foregoing Instrument as his free act and deed on behalf of said partnership.

*Lucinda Rae Setz*  
Notary Public



STATE OF NEVADA )  
COUNTY OF WASHOE ) ss:

On this 7th day of November, 1985, personally appeared before me, a Notary Public in and for said County and State, JACK L. BYROM, personally known to me to be the Vice President-Engineering of SIERRA PACIFIC POWER COMPANY, who acknowledged to me that he executed the foregoing Instrument as his free act and deed on behalf of said corporation.



*Stephen P. Younk*  
Notary Public

RECORDED AT REQUEST OF  
*Sierra Pacific Power Co.*  
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OFFICIAL RECORDS  
SIERRA COUNTY, NEVADA  
FOR RESALE TO RECORDER  
FILE NO 101908  
FEE \$ 7.00

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