

ELKO COUNTY

GRANT OF UTILITY EASEMENT

This GRANT OF EASEMENT, made *June 18*, 1987, by NEWMONT GOLD COMPANY, a Delaware corporation, formerly CARLIN GOLD MINING COMPANY, a Delaware corporation; ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation; NEWMONT EXPLORATION LIMITED (a/k/a Newmont Exploration, Ltd.), a Delaware corporation; and SNAKE RIVER CATTLE TRUCKING CO., an Idaho corporation, hereinafter referred to as Grantors; and BARRICK GOLDSTRIKE MINES, INC., a Delaware corporation, hereinafter referred to as Grantee.

RECITALS

WHEREAS, Grantors own or control private lands used for both mining and agricultural purposes in Section 30, Township 36 North, Range 50 East N.D.B. & M., Eureka County, Nevada, and

WHEREAS, Grantee desires to obtain the right to construct and maintain utility lines across certain of said lands, and Grantors are agreeable to granting Grantee such right.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, this day in hand paid by Grantee to the Grantors, receipt of which is hereby acknowledged, and other consideration, and subject to all the terms and conditions hereof, Grantors, and each of them, hereby grant and give to Grantee, its successors and assigns, the nonexclusive right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain communication and electric transmission lines together with necessary guys and anchors, supporting structures, insulators and crossarms, and other reasonably necessary appurtenances connected therewith, across, over, under and upon any and all of the lands now or hereafter owned or controlled by Grantors, or any of them, which lie within the right of way described in Exhibit A attached hereto and made a part hereof by this reference.

Reserving unto Grantors, its and their successors and assigns, the right to use the herein described lands which may be owned or controlled by Grantors, or any of them, for any and all mining, milling or ranching purposes (which uses will not be unreasonably interfered with by Grantee's enjoyment of the easement hereby granted), including without limiting the generality of the foregoing, the exclusive reserved right to explore for, extract, mine and remove all minerals and mineral ores therein of every kind and character, including, but not limited to, oil, natural gas, hydrocarbon substances, and geothermal steam, brines and minerals in solution, sand, gravel and aggregates, in and underlying said lands.

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IT IS FURTHER AGREED:

1. The initial term of this easement shall be for five (5) years. Grantee, its successors and assigns, have the option to renew the easement on the same terms and conditions for up to nine (9) additional five (5) year renewal terms by giving written notice thereof prior to the expiration of the term then in effect, which renewal notice must be accompanied by the payment for the renewal term as described below.
2. Grantors, and their successors and assigns, shall be collectively paid a non-refundable sum for the initial term and for each renewal term. The payment for the initial term shall be \$2,500.00. The payment for each renewal term, if any, shall be adjusted upward or downward from the payment for the immediately preceding term, according to the percentage change, from the beginning to end of the preceding term, in the United States Government Consumer Price Index for all urban consumers (CPI-U; West D Size; Base 12/77=100).
3. To the extent reasonably practicable, Grantee, its successors and assigns, must exercise their rights under this easement so as to minimize surface damage and interference with the mining, milling and ranching activities of Grantors, their successors and assigns, and also so as to maximize preservation of livestock forage.
4. The Grantors, and each of them, its lessees or licensees, may farm, cultivate, graze upon, or otherwise use the surface within the limits of the right of way which may be owned or controlled by Grantors, or any of them.
5. If the location of any such lines unreasonably interferes with the mining or milling operations of Grantors, their successors and assigns, Grantors shall make an alternative easement grant subject to the terms hereof, at no additional cost to Grantee, its successors or assigns, and Grantee, its successors or assigns, as the case may be, shall be responsible for dismantling and removing the lines from the easement granted hereinabove and the construction of the lines upon the alternative grant lands and all costs incurred in connection therewith.
6. Such lines shall be elevated at least 40 feet as they cross the now existing and used Bootstrap haul road so as to allow adequate clearance of a 100 ton truck with raised dump bed. In addition, if the elevation of such lines at any point unreasonably interferes with the

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mining and related activities of Grantors, or any of them, its or their successors and assigns, Grantee, its successors and assigns, as the case may be, shall at its expense elevate such lines to at least 40 feet at such point of interference within 30 days of receipt of a written notice of interference.

7. Grantee, its successors and assigns, shall at all times have ingress to and egress from the easement granted herein for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said power lines with the right to construct and maintain a roadway along the route of said power lines.
8. The Grantee shall be responsible for any damage to persons, real property, personal property, improvements, buildings, fences or animals, suffered by Grantors or any third parties, or any of them, by reason of the construction, maintenance or operation of said lines; and that Grantee, its successors and assigns, shall save and hold Grantors, and each of them, harmless from all liability occasioned by such damage.
9. The Grantee, its successors and assigns, shall have the right from time to time, to the extent reasonably necessary to prevent interference with said lines or appurtenances, to remove or clear, and keep clear, any and all trees, underbrush, structures, or other obstructions upon said right of way, and such trees beyond the same; PROVIDED HOWEVER, that such removal and clearance must be accomplished so as to minimize surface damage and maximize preservation of livestock forage, to the extent reasonably practicable.
10. In the event that this grant, or any alternative grant, is made of record and said lines are not constructed, or reconstructed as the case may be, within a two-year period thereafter, said grant shall lapse. In such event, Grantee, or its successors and assigns, shall execute and record any document deemed necessary by counsel for Grantors to remove any cloud of the grant on the property of Grantors, or any of them, or their successors and assigns.
11. So long as Grantee complies with all other terms of this Easement including, without limitation, the non-interference and clearance provisions, all or part of such communications lines may be laid underground.

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12. In spite of the use throughout this Grant of Easement of the terms "successors and assigns", Grantee, its successors and assigns, shall have no right to assign any right, title or interest hereunder to any person or entity who is not their successor in interest to the mining operations in Township 36 North, Range 50 East, M.D.B. & M.
13. In the event of any assignment of any right, title or interest hereunder by Grantee, its successors and assigns, the assignment shall not constitute a novation and the assignor shall remain jointly and severally liable with the assignee, its successors and assigns, for all covenants hereunder, including, without limitation, reclamation duties.
14. Upon expiration of the term of the easement, Grantors, their successors and assigns, shall have the option of succeeding to the rights of the Grantee, its successors and assigns, to such lines and appurtenances or to require immediate removal of such lines and appurtenances by Grantee, its successors and assigns, and reclamation of such lands by Grantee, its successors and assigns. Removal and reclamation must be at the sole expense of Grantee, its successors and assigns. Reclamation must at least meet the Governmental standards required for such lands.

IN WITNESS WHEREOF, Grantors have each executed these presents the day and year hereinabove first written.

GRANTORS:

HEWLETT GOLD COMPANY

By: _____

Its Vice President

ELKO LAND AND LIVESTOCK COMPANY

By: _____

Its President

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4.

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NEWMONT EXPLORATION LIMITED

By: [Signature]
Its Vice President

SNAKE RIVER CATTLE TRUCKING CO.

By: [Signature]
Its President

STATE OF Nevada)
COUNTY OF Elko) ss.

The foregoing instrument was acknowledged before me this 12th day of February, 1987, by James E. Smith as Vice President of Newmont Gold Company, a Delaware corporation.

Witness my hand and official seal.

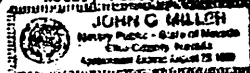
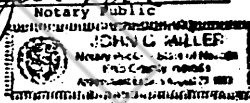
My commission expires: [Signature]

STATE OF Nevada)
COUNTY OF Elko) ss.

The foregoing instrument was acknowledged before me this 12th day of February, 1987, by James E. Smith as President of Elko Land and Livestock Company, a Nevada corporation.

Witness my hand and official seal.

My commission expires: [Signature]



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STATE OF New York }
COUNTY OF New York } ss.

The foregoing instrument was acknowledged before me this
29th day of May, 1987, by Robert J. Miller
as Vice President of Newmont Exploration, Ltd., a
Delaware corporation.

Witness my hand and official seal.

My commission expires: January 31, 1989

Jean Hutchinson
Notary Public

JEAN HUTCHINSON
NOTARY PUBLIC, STATE OF NEW YORK
No. 24421971
Qualified in Kings County
Certificate filed in New York County
Term Expires January 31, 1989



STATE OF Idaho }
COUNTY OF Idaho } ss.

The foregoing instrument was acknowledged before me this
15 day of June, 1987, by Robert J. Miller
as Vice President of Snake River Cattle Trucking Co., an
Idaho corporation.

Witness my hand and official seal.

My commission expires: 6-30-1993

Robert J. Miller
Notary Public



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GRANTEE:

BARRICK GOLDSTRIKE MINES, INC.

By: Robert M. Smith
its President

Proven and Oath
STATE OF NEVADA,)
COUNTY OF ELKO,) ss.

The foregoing instrument was acknowledged before me this
26 day of February, 1987, by Robert M. Smith,
as President of Barrick Goldstrike Mines, Inc., a
Delaware corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

Notary Public



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EXHIBIT A

to

GRANT OF UTILITY EASEMENT

By Newmont Gold Company, Elko Land and Livestock Company, Newmont Exploration Limited, and Snake River Cattle Trucking Co. to Barrick Goldstrike Mines, Inc., dated 6/18/87, 1987.

All that portion of the following described easement lying within the boundary lines of the lands of the Grantors herein:

An easement forty (40) feet in width, lying twenty (20) feet on each side of the following described center line:

Commencing at the point of beginning, from which the West 1/4 Corner of Section 29, Township 36 North, Range 50 East bears North 51° 13' 58" East at a distance of 1,814.03 feet; thence South 66° 53' 39" East for a distance of 269.51 feet; thence North 60° 49' 53" East for a distance of 1,992.50 feet; thence North 3° 47' 31" West for a distance of 280.50 feet to the end point, from which the West 1/4 Corner of Section 29, Township 36 North, Range 50 East bears South 89° 07' 25" at a distance of 554.46 feet.

CERTIFICATION OF COPY

STATE OF NEVADA) ss.
COUNTY OF ELKO) ss.
I, JERRY D. REYNOLDS, the duly elected and qualified Recorder of Elko County, in the State of Nevada, do hereby certify that this is a true, full and correct copy of the instrument now on record in this office. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office, in Elko, Nevada this

day of JUN 20 1988 A.D. 19

JERRY D. REYNOLDS, COUNTY RECORDER

By Alice M. Hughes
Deputy



RECORDED AT THE REQUEST OF

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Barrick Goldstrike Mines

'88 JUN 24 AM 3:17

FEES \$12.00 FILE # 230917
FILED FOR RECORD EUREKA COUNTY, NEVADA
AT THE OFFICE OF M.N. REBALEATI, RECORDER
Wilson & Bunker
JUN 21 1988 FILE NO. FEE \$ 12.00

230917

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