

**AFTER RECORDING, PLEASE RETURN TO:**

Gordon R. Peake  
Barrick Goldstrike Mines Inc.  
P.O. Box 29  
Elko, Nevada 89803

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of January 31, 1997, by and between Dean Rhoads and Sharon Rhoads (collectively, "Rhoads"), and Barrick Goldstrike Mines Inc. ("Barrick"), with reference to the following:

A. Rhoads owns several parcels of real property ("Rhoads Property") located in Eureka County, Nevada, described on Exhibit A attached hereto and made a part hereof. Rhoads desires to grant Barrick an easement in, under and through the Rhoads Property in accordance with the terms of this Agreement.

B. Barrick desires to construct and maintain a pipeline and related facilities on real property located along and adjacent to the center line description ("Center Line") set forth on Exhibit B. The Center Line crosses a portion of the Rhoads Property.

IN CONSIDERATION of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Rhoads and Barrick agree as follows:

1. Grant of Easement. Rhoads grants, bargains and sells to Barrick an easement over, under, across and through a strip of land, 200 feet wide, located on that portion of the Rhoads Property lying within 100 feet of each side of the Center Line ("Easement Property") to construct, maintain, modify, repair, inspect, operate, remove, and reclaim a pipeline system consisting of underground pipes and ancillary and related above ground and underground facilities ("Pipeline System").

2. Grant of Construction Easement. Rhoads grants to Barrick an easement to enter upon and use, from time to time on a temporary basis, such portions of the Rhoads Property as are reasonably necessary to construct, maintain, modify, repair, inspect, operate, remove, and reclaim the Pipeline System. In exercising its easement rights under this paragraph 2, Barrick will cooperate with Rhoads so as not to interfere unreasonably with Rhoads' ranching and farming operations on the Rhoads Property. Upon Barrick's completion of the uses permitted under this paragraph 2, Barrick shall reclaim those portions of the Rhoads Property disturbed by such use. Additionally, Barrick shall restore or otherwise compensate Rhoads for the reasonable value of any crops damaged or disturbed by the uses permitted under this paragraph 2.

3. Grant of Access Easement. Rhoads grants to Barrick an easement to construct, use, upgrade and maintain roads on the Rhoads Property for the purposes of exercising the rights granted under this Agreement. In exercising its easement rights under this paragraph 3, Barrick will cooperate with Rhoads so as not to interfere unreasonably with Rhoads' ranching and farming operations on the Rhoads Property.

4. Construction of Pipeline System. Barrick holds Rhoads harmless from and against any claims or demands made against Rhoads or the Rhoads Property as a result of the construction of the Pipeline System. Barrick shall keep the Easement Property free and clear of all liens arising out of the construction or operation of the Pipeline System.

5. Duration: Benefits and Burdens. This Agreement and the easements and undertakings set forth herein shall be perpetual. Each of the easements and rights contained in this Agreement constitute covenants running with the land and shall inure to the benefit of and be binding upon the successors and assigns of Rhoads and Barrick.

6. Further Action. Rhoads and Barrick shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

7. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained.

8. Attorneys' Fees. In the event it becomes necessary for Rhoads or Barrick to engage an attorney to enforce this Agreement, either with or without litigation, the losing party in such controversy shall pay to the successful party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

**RHOADS:**

Sharon Rhoads  
Sharon Rhoads

Dean Rhoads  
Dean Rhoads

**BARRICK:**

Barrick Goldstrike Mines Inc.

By: Donald R. Prahl  
Print Name: DONALD R. PRAHL  
Title: VP/GM

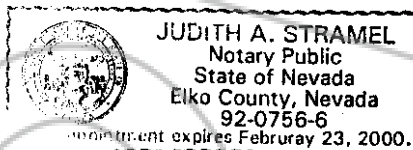
STATE OF NEVADA )  
COUNTY OF ELKO ) ss.

The foregoing instrument was acknowledged before me this 31 day of January, 1997, by Sharon Rhoads and Dean Rhoads.

Judith A. Stramel  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

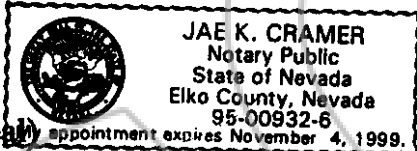
(Seal)

My Commission Expires:



STATE OF NEVADA )  
COUNTY OF ELKO ) ss.

The foregoing instrument was acknowledged before me this 10th day of February, 1997, by Donald R. Prahl, the V. P. and General Manager of Barrick Goldstrike Mines Inc.



(Seal)

Jae K. Cramer  
NOTARY PUBLIC  
Residing at: Elko, Nevada

My Commission Expires:

Nov-4, 1999

**EXHIBIT A  
TO  
EASEMENT AGREEMENT**

---

**RHOADS PROPERTY DESCRIPTION**

The real property referenced in the foregoing instrument as the Rhoads Property is located in Eureka County, Nevada, and is more particularly described as follows:

**Township 35 North, Range 49 East, MDB&M**

**Section 8: SW1/4; NE1/4**

**Section 18: NE1/4**

**EXHIBIT B  
TO  
EASEMENT AGREEMENT**

**CENTER LINE DESCRIPTION**

The description referenced in the foregoing instrument as the Center Line is located in Eureka County, Nevada, and is more particularly described as follows:

A center line generally situated in sections 32 and 33, T. 36 N., R. 49 E., Sections 4, 5, 8, 17, 18, 19, T. 35 N., R. 49 E., MDB&M, and described as follows:

Commencing at the section corner common to sections 28, 29, 32, 33, T. 36 N., R. 49 E., MDB&M, being a found iron pipe with a 3 inch brass cap marked "Paul Scherbel LS 6805 Big Piney Wyoming T 36 N R 49 E 29, 28, 32, 33", from which an iron pipe with a 3 inch brass cap marked "32, 33, T 36 N R 49 E SC General Land Office 1914" being a General Land Office standard corner for sections 32 and 33, T. 36 N., R. 49 E., MDB&M, bears South 00°55'28" West 5295.18 feet; thence from said point of commencement South 28°44'24" East 4242.97 feet to the point of beginning;

Thence North 62°38'33" West 1274.64 feet;  
Thence North 62°38'33" West 100.00 feet;  
Thence North 62°38'33" West 889.00 feet to the northeasterly extension of a line parallel to and 30 feet more or less northwesterly of the centerline of an existing irrigation pipe located under BLM right of way grant no. N-52388;  
Thence South 47°50'32" West 4072.00 feet along said line parallel to and 30 feet more or less northwesterly of the centerline of the existing irrigation pipe located under BLM right of way grant no. N-52388;  
Thence South 47°50'32" West 1833.88 feet;  
Thence South 44°50'29" East 100.87 feet;  
Thence South 6°43'44" West 5393.38 feet;  
Thence South 29°05'46" West 4205.50 feet;  
Thence South 33°05'14" West 2901.39 feet;  
Thence South 31°52'11" East 547.29 feet;  
Thence South 38°23'12" West 1863.53 feet;  
Thence South 1°45'46" West 2293.52 feet;  
Thence South 1°45'46" West 250 feet.

End of Center Line Description

BOOK 305 PAGE 562  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Barack Goldstrike*  
97 FEB 13 PM 12:01  
EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 11.00

**166158**