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| After Recordation Return To: | A.P.N. |
| SIERRA PACIFIC POWER COMPANY | <u>None Available</u> |
| Right of Way | |
| PO Box 10100 | Work Order Number |
| Reno, NV 89520 | 98-17303-23 |

Easement Only
No Change in Fee Ownership

**GRANT OF EASEMENT
FOR ELECTRIC TRANSMISSION, DISTRIBUTION AND COMMUNICATION**

THIS INDENTURE, made and entered into this 24TH day of FEBRUARY, 1999, by and between BARRICK GOLDSTRIKE MINES, INC., (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, assigns and agents, permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct and operate one or more electric transmission and distribution and communication facilities, consisting of one or more circuits, together with the appropriate poles, towers, necessary guys and anchors, supporting structures, insulators and cross-arms, underground foundations, markers, fixtures, and other and necessary or convenient appurtenances connected therewith (hereinafter called "Utility Facilities"), across, over, upon, under, and through the following described property situate in the Counties of ELKO and EUREKA, State of NEVADA, to-wit:

A portion of the E½ of Section 13, T. 36 N., R. 49 E., M.D.M., Elko and Eureka Counties, Nevada.

An easement 50.00 feet in width, 25.00 feet lying on each side of the following described centerline:

COMMENCING at the Southeast Section Corner of said Section 13;
Thence North 27°34'22" West, 5516.87 feet to an existing pole (#247761) located on the West side of Mickle substation, said point being the POINT OF BEGINNING for this description;
Thence South 01°01'41" East, 1797.36 feet;
Thence North 88°58'15" East, 477.49 feet;
Thence South 72°10'30" East, 1069.45 feet;
Thence South 43°11'05" East, 345.68 feet;
Thence South, 56.00 feet to the Southeasterly terminus of this description.

Also with the right to install guy and anchor facilities at angle and terminal poles, said facilities to extend not more than 75 feet from poles so supported.

IT IS FURTHER AGREED:

1. That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said utility facilities.

2. That Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth.

3. That Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, his heirs, successors and assigns, of any and all loss, damage or liability he may suffer or sustain by reason of any injury or damage to any person or property caused by the negligent construction, maintenance or operation of said facilities by Grantee.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure nor permit any activity which is the judgment of the Grantee is inconsistent with Grantee's use of said easement.

5. Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from said right of way, which in the judgment of Grantee may interfere with or endanger the construction, operation and maintenance of said facilities.

6. The Grantee, with reasonable written notice, shall relocate the facilities constructed pursuant to this easement, to suitable locations upon the Grantor's property, provided Grantor furnishes the necessary right of way at no cost to Grantee and Grantor bears all costs of relocation.

7. This grant is made without any warranty of title and Grantor assumes no obligation to resolve any claims, or other conflicting agreements affecting the interests that are the subject of this easement.

8. Nothing in this easement shall be construed to convey to the Grantee any interest in any lease, entry or location upon the public lands of the United States, held by the Grantor, and this document is executed.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents duly to be executed the day and year first above written.

BARRICK GOLDSTRIKE MINES, INC.

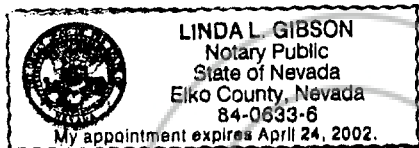
By: Donald R. Pahl

Print Name: DONALD R. PRAHL

Title: VP/GM

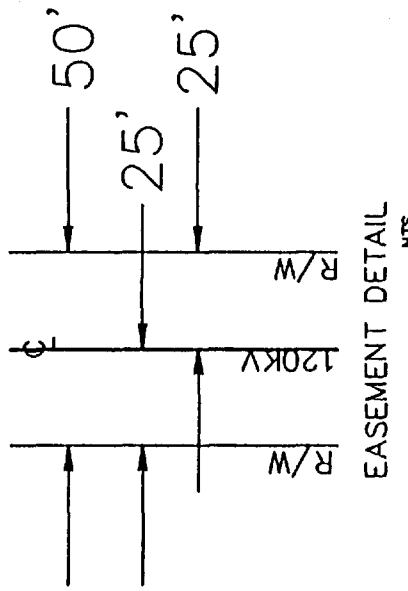
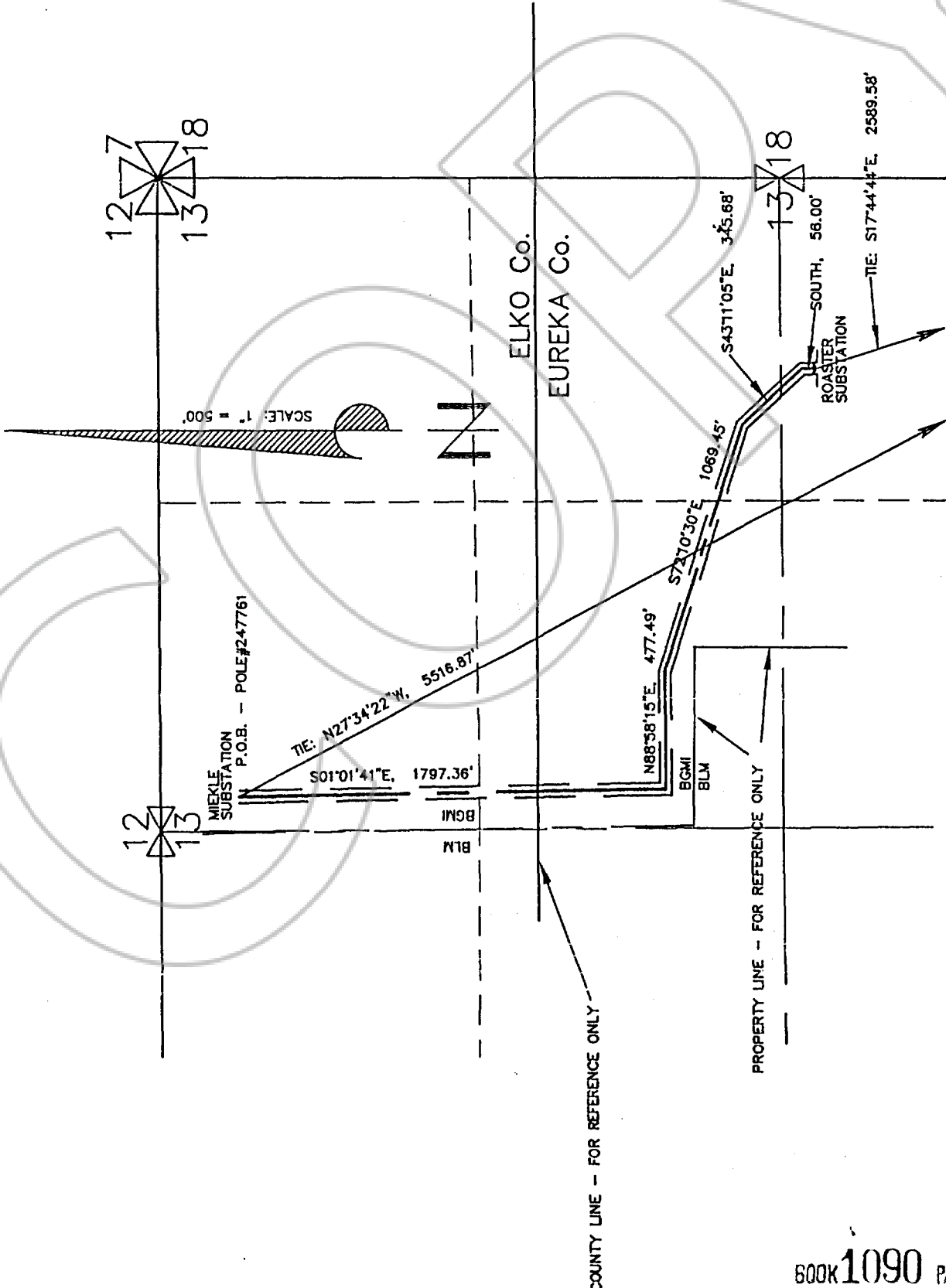
STATE OF NEVADA)
COUNTY OF ELKO)

This instrument was acknowledged before me, a Notary Public, on the 24th day of February, 1998, by Donald R. Pahl as Vice President & Gen. Manager of BARRICK GOLDSTRIKE MINES, INC.



Linda L. Gibson
Notary Signature

981730323.doc



BARRICK ROASTER
 120KV LINE

| REVISION NO. | DATE | WORK ORDER | DWN | CHKD | APP'D |
|--------------|-------|-------------------|-----|------|-------|
| ORIGINAL | 12/98 | 11303-A95-A3-23-1 | HWJ | | |
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NW 1/4 SECTION 13
 T.36N., R.49E., M.D.M.



1/1

BOOK 326 PAGE 319
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
99 MAR 29 PM 2:31

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 11.00
BOOK 326 PAGE 323

172106

INDEXED
FEE 11.00 FILE # 441896
REQUEST OF
Sierra Pacific Power Co.
99 MAR -8 PM 1:25
OK 1090 PG 354
JERRY D. REYNOLDS
CLERK CO. RECORDER

BOOK 1090 PAGE 357A