

When Recorded Mail To:

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

### GRANT OF EASEMENTS

This Grant of Easements (this "Grant") is made as of May 3, 1999, by and from Newmont Gold Company, a Delaware corporation ("Newmont"), whose address is 1700 Lincoln Street, Denver, Colorado 80203, to Barrick Goldstrike Mines Inc., a Colorado corporation ("Barrick"), whose address is P. O. Box 29, Elko, Nevada 89803.

### Recitals

- A. Newmont owns the fee interest in or surface rights to certain real property located in Eureka County, Nevada (the "Newmont Property").
- B. Barrick owns or occupies certain real property in the vicinity of the Newmont Property on which it conducts mining and related operations.
- C. Newmont desires to grant to Barrick, and Barrick desires to acquire from Newmont, certain non-exclusive easements and use rights on, across or under portions of the Newmont Property described on Exhibit A attached hereto, for the purposes stated in Exhibit A (each an "Easement" and, collectively, the "Easements").

### Agreements

For valuable consideration, the receipt and sufficiency of which are acknowledged, Barrick and Newmont agree as follows:

- 1. Grant of Easements.
  - 1.1 Grant of Easements. Subject to all of the terms and conditions hereof, Newmont hereby grants and conveys the Easements to Barrick, its successors and assigns, in perpetuity (subject to Exhibit A).
  - 1.2 Character of Easements. The burdens of the Easements are intended to and shall run with and burden the Newmont Property subject thereto and shall bind successive owners of the Newmont Property.
  - 1.3 Use of Easements. The use that Barrick shall be entitled to make of each Easement is stated on Exhibit A.
- 2. Mechanics' Liens. Barrick shall keep the Newmont Property subject to the Easements free and clear of any mechanics' and materialmen's liens arising out of any of Barrick's activities thereon.
- 3. Relocation. Newmont shall be entitled to require the relocation of any of the Easements, as provided in Exhibit A.

4. Restrictions on Newmont's Use. Subject to Section 3, Newmont shall not erect or construct, nor permit to be erected or constructed, any building or structure or permit any activity, on the Newmont Property which is inconsistent with the Easements.

5. Removal of Obstructions. To the extent authorized by existing permits Barrick shall have the right to remove or clear any combustible materials, trees, brush, debris or any other obstruction from the Newmont Property, which in the reasonable judgement of Barrick may interfere with or endanger the use by Barrick of the Easements.

6. Compliance with Laws. In its use of the Easements, Barrick shall comply with all applicable laws, statutes, ordinances, rules and regulations.

7. Termination. At such time as Barrick's use of any Easement terminates, it shall deliver to Newmont an executed termination of such Easement in recordable form.

8. Miscellaneous.

8.1 Captions; Incorporation by Reference. The captions used herein are for convenience only and are not a part of this Grant of Easements and do not in any way limit or amplify the terms and provisions hereof. Each of the Exhibits attached to this Grant is hereby incorporated into this Grant as if set forth in full herein.

8.2 Interpretation; Governing Law. This Grant shall be construed as if prepared by both parties hereto. This Grant shall be governed by and construed under the laws of the State of Nevada, without regard to conflicts of laws principles.

8.3 Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Grant, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

8.4 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Grant shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Grant shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

Barrick and Newmont have executed this Grant of Easements on the day and year first above written.

Barrick Goldstrike Mines Inc.,  
a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Newmont Gold Company,  
a Delaware corporation

By: \_\_\_\_\_

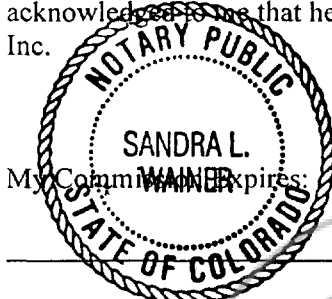
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )

CITY AND COUNTY OF DENVER )

On this 3<sup>rd</sup> day of May, 1999, personally appeared before me, a Notary Public, Greg Faugnier, a Vice President of Barrick Goldstrike Mines Inc., personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Barrick Goldstrike Mines Inc.



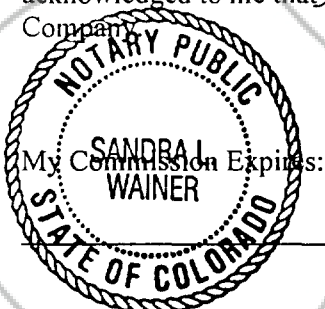
Sandra L. Wainer  
Notary Public

My Comm. Expires 12/05/2002

STATE OF COLORADO )

CITY AND COUNTY OF DENVER )

On this 3<sup>rd</sup> day of May, 1999, personally appeared before me, a Notary Public, Joy E. Hansen, a Vice President of Newmont Gold Company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Newmont Gold Company.



Sandra L. Wainer  
Notary Public

My Comm. Expires 12/05/2002

Exhibit A

1. An easement and right to use for purposes related to Barrick's mining and exploration operations those roads situate in the NE1/4SE1/4 of Section 30, T36N, R50E, M.D.B.&M., Eureka County, Nevada, as generally delineated as Facility Nos. 2 and 3 on Exhibit A-1, Sheet 1 (attached hereto and made a part hereof).
2. An easement and right to use for purposes related to Barrick's mining and exploration operations those roads situate in the S1/2 of Section 17, the SE1/4 of Section 18, N1/2 of Section 20, T36N, R50E, M.D.B.&M., Eureka County, Nevada, as generally delineated as Facility No. 2 on Exhibit A-1, Sheet 2 (attached hereto and made a part hereof).
3. An easement and right to use for purposes related to Barrick's mining and milling operations those pipelines situate in the S1/2 of Section 17, the NE1/4 of Section 19 and the N1/2 of Section 20, T36N, R50E, M.D.B.&M., Eureka County, Nevada, as generally delineated as Facility No. 9 on Exhibit A-1, Sheet 2 (attached hereto and made a part hereof).
4. An easement and right to maintain, operate, and remove for purposes related to Barrick's mining and exploration operations those topsoil stockpiles situate in the SE1/4 of Section 17, SE1/4 of Section 18, the NE1/4 of Section 19 and the NE1/4 of Section 20, T36N, R50E, M.D.B.&M., Eureka County, Nevada, all as generally delineated as Facility No. 5 on Exhibit A-1, Sheet 2 (attached hereto and made a part hereof), and situate in the SW1/4 of Section 27, T36N, R49E, M.D.B.&M., Eureka County, Nevada, as generally delineated as Facility No. 5 on Exhibit A-1, Sheet 3 (attached hereto and made a part hereof). This easement shall not include the right to add additional material to such stockpiles and shall terminate upon removal of the topsoil and reclamation of the area disturbed by the stockpile.
5. An easement and right to use for purposes related to Barrick's mining and exploration operations that power line situate in the NE1/4 of Section 19, T36N, R50E, M.D.B.&M., Eureka County, Nevada, as generally delineated as Facility No. 6 on Exhibit A-1, Sheet 2 (attached hereto and made a part hereof).
6. An easement and right to use for purposes related to Barrick's mining and exploration operations those roads situate in the W1/2 of Section 27, the W1/2 of Section 34, and the E1/2 of Section 33, T36N, R49E, M.D.B.&M., Eureka County, Nevada, as generally delineated as Facility Nos. 2 and 3 on Exhibit A-1, Sheet 3 (attached hereto and made a part hereof).
7. An easement and right to maintain, operate, and reclaim for purposes related to Barrick's mining and exploration operations those storm water collection and conveyance facilities situate in the S1/2 of Section 34, T36N, R49E, M.D.B.&M., Eureka County, Nevada, as generally delineated as Facility No. 11 on Exhibit A-1, Sheet 3 (attached hereto and made a part hereof).

A-1

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8. An easement and right in conjunction with Barrick's mining and exploration activities to dump material and conduct activities relating thereto on those portions of the surface of the 2NVE No. 18, 2NVE No. 17 and Pay No. 25 unpatented mining claims and millsites that lie north and west of that certain unnamed drainage situated in the N1/2N1/2 of Section 36, T36N, R49E, M.D.B.&M., Eureka County, Nevada.

The easements and rights granted in this Deed shall be subject to the following provisions:

(a) If because of a change in Newmont's operations or other new circumstances, it becomes reasonably necessary for Newmont to use some or all of the property subject to the easements or rights excepted and reserved hereunder for purposes related to Newmont's mining, milling or exploration operations and such uses are incompatible with Barrick's continued use of such easement or right, Newmont shall give to Barrick written notice (a "Relocation Notice"), as far in advance as practicable, describing the nature and location of Newmont's intended use of the property. Such notice shall designate a portion of Newmont's property, reasonably equivalent in location and function to the existing easement or right, to which Newmont proposes that Barrick's existing easement or right be relocated. If Newmont does not own or control such reasonably equivalent property to which the easement or right can be relocated, Newmont shall designate a portion of Barrick's property to which Newmont proposes that the easement or right be relocated. If Barrick no longer has a continuing need for the easement or right, Barrick shall deliver to Newmont a termination instrument as provided in paragraph (b), below. If Barrick has a continuing need for the easement or right, within twenty days after receipt of a Relocation Notice, Newmont and Barrick shall meet and endeavor in good faith to agree on a new location for the easement or right that is the subject of the Relocation Notice. Newmont and Barrick shall endeavor to find a relocation site that accommodates the anticipated needs of both parties to the maximum extent reasonably practicable and that takes into account the relative operational and financial burdens of such relocation to each of Newmont and Barrick. If Newmont and Barrick are unable to agree on a new location for the affected easement or right within twenty days after their meeting, then the easement or right shall be relocated to a location on Newmont's property selected by Newmont, or if no such property is reasonably available, to a location on Barrick's property selected by Barrick within ten days after Newmont and Barrick are unable to agree on a relocated site. Once a relocated site is selected, Newmont shall relocate the easement, right, or facilities thereon, as soon as is practicable and in a cost-effective manner. Newmont shall undertake reasonable measures and efforts to avoid or mitigate any adverse impacts to Barrick's operations due to the relocation effort. The costs and expenses of such relocation shall be borne by Newmont. Upon completion of the relocation of any easements or rights, Newmont and Barrick shall execute and deliver an instrument in recordable form evidencing such relocation.






(b) At such time as Barrick's use of any such easement terminates, it shall deliver to Newmont an executed termination, in recordable form, of the same.

# EXHIBIT A-1 LEGEND

## NUMBER KEY TO EASEMENT EXHIBITS

- 1** 5-0 STOCKPILE ROAD FOR ALL ACCESS AND MINE HAULAGE PURPOSES
- 2** ACCESS ROAD FOR LIGHT/UTILITY VEHICLE TRAVEL
- 3** ROAD FOR ALL ACCESS AND MINE HAULAGE PURPOSES
- 4** NOT APPLICABLE
- 5** TOPSOIL STOCKPILE
- 6** BGMI POWER LINE
- 7** NOT APPLICABLE
- 8** NOT APPLICABLE
- 9** BGMI PIPELINE
- 10** NOT APPLICABLE
- 11** STORM WATER COLLECTION / CONVEYANCE

## SYMBOLS AND LINE TYPES

-  PIPELINE
-  PROPERTY LINE
-  SECTION LINES AND 1/4 1/4 DIVISION LINES
-  CLAIM LINES
-  NEWMONT UNPATENTED MILLSITE CLAIMS



NESE

NEWMONT PROPERTY: NESE SECTION 30, T36N R50E



**BARRICK**

**GOLDSTRIKE**

EXHIBIT A-1  
SHEET 1

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SECTION 18

SECTION 17

SECTION 19

SECTION 20

NEWMONT PROPERTY: LAND LYING  
WITHIN PROPERTY LINE



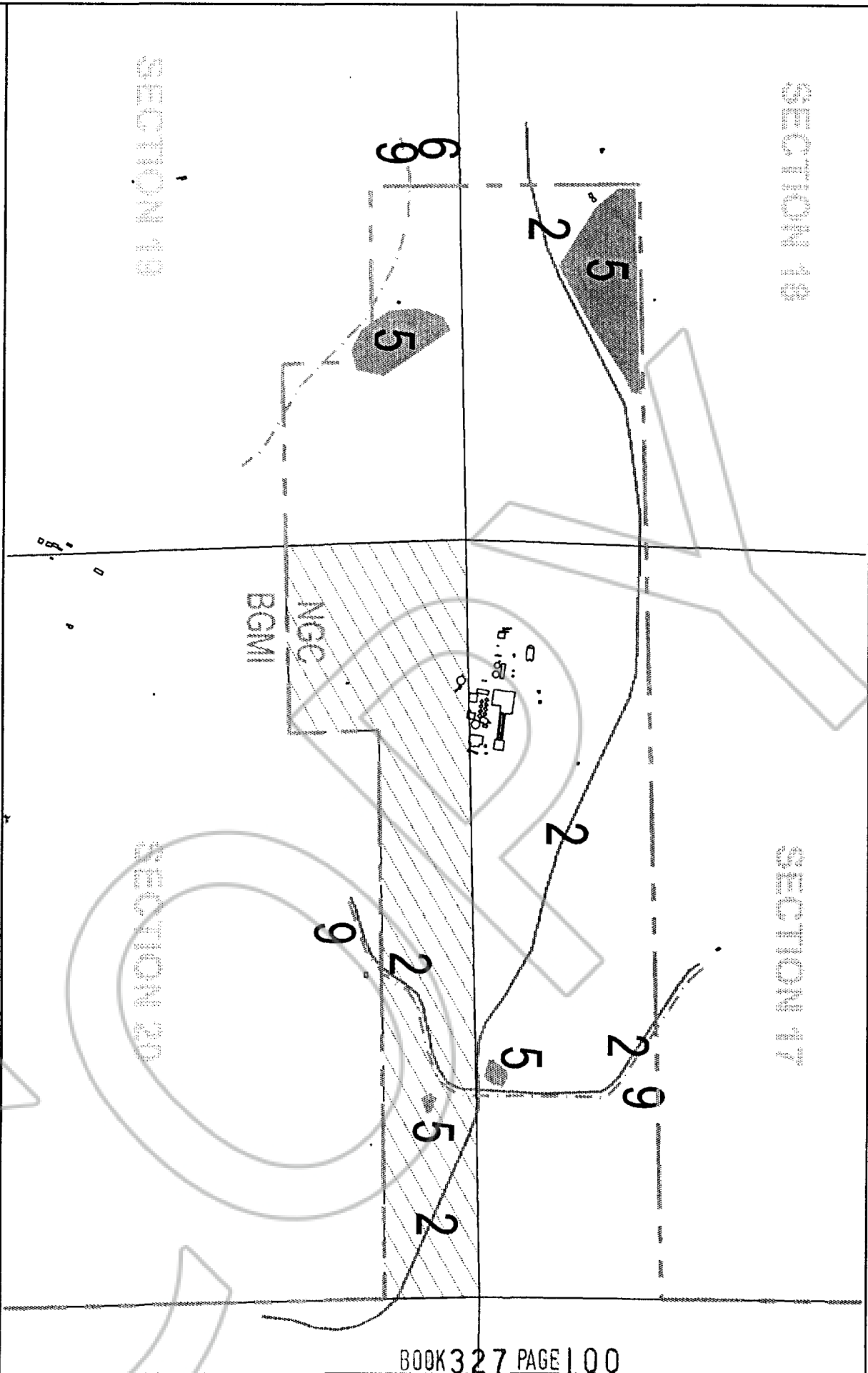
**BARRICK**

**GOLDSTRIKE**

T36N R50E

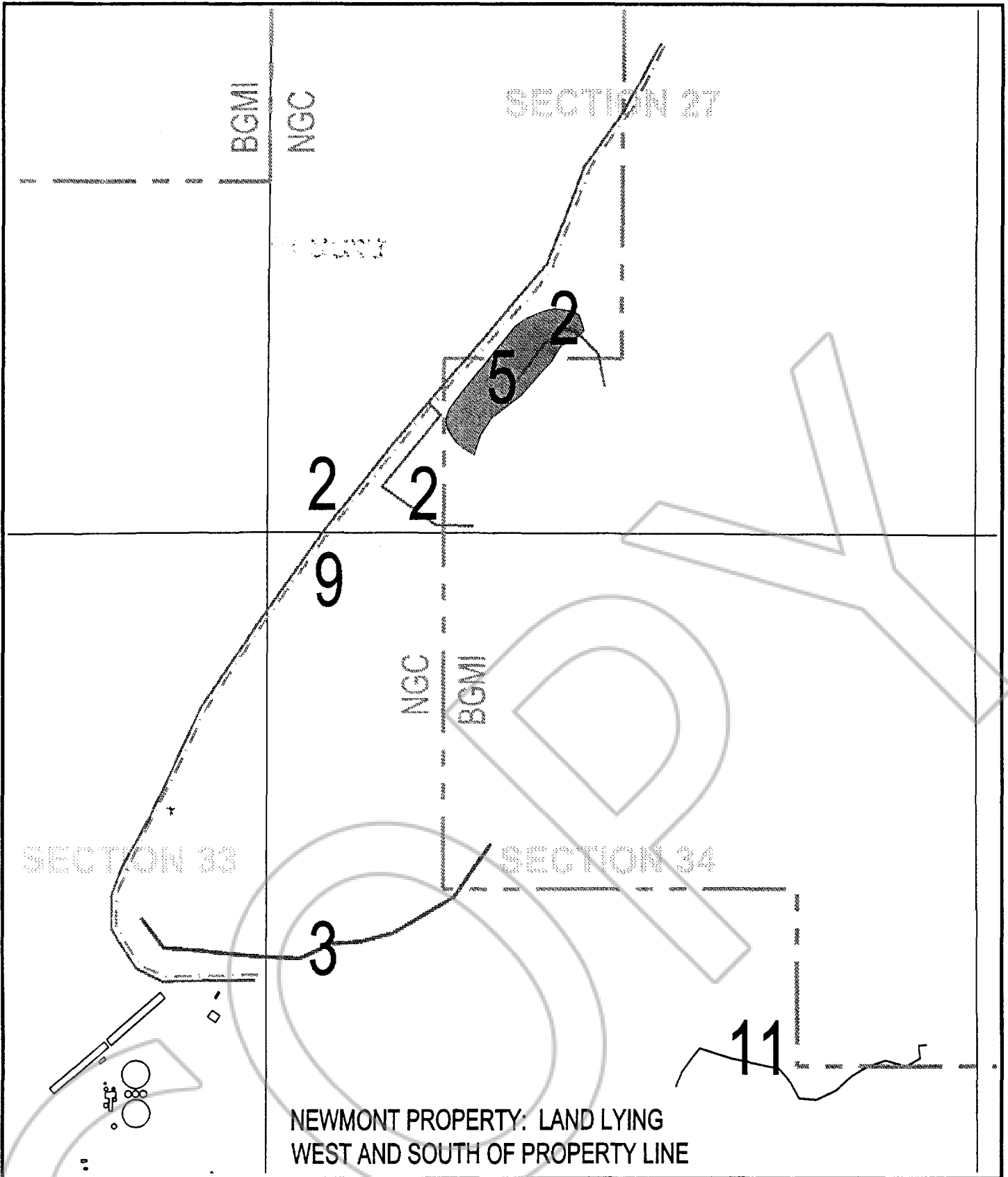
EXHIBIT A-1  
SHEET 2

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T36N R49E



EXHIBIT A-1  
SHEET 3

BOOK 327 PAGE 10

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BOOK 327 PAGE 93  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Newmont Gold*

99 MAY -6 PM 1:49

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO.

FEES 16.00

172208

COPY

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## DECLARATION OF VALUE

EUREKA

COUNTY, NEVADA

Recording Date 5/6/99 Book 327 Page 93 Instrument # 172208

Full Value of Property Interest Conveyed

\$

Less Assumed Liens &amp; Encumbrances

\$

Taxable Value (NRS 375.010, Section 4)

\$

Real Property Transfer Tax Due

\$

If exempt, state reason. NRS 375.090, Section NRS 375.010(1) Explain: Easements☐ Escrow Holder only: Check if Real Property Transfer Tax is to be deferred under NRS 375.030, Section 3.

## INDIVIDUAL

Under penalty of perjury, I hereby declare that the above statements are correct.

G.R. Leake

Signature of Declarant

Name (Please Print)

293 Spruce Rd

Address

Elko NV 89801

City

State

Zip

## ESCROW HOLDER

Under penalty of perjury, I hereby declare that the above statements are correct to the best of my knowledge based upon the information available to me in the documents contained in the escrow file.

Signature of Declarant

Name (Please Print)

Escrow Number

Firm Name

Address

City

State

Zip

• Tax paid for the above transfer per NRS 375.030 Sec. 3 on 5/6/99