172209

When Recorded Mail To:

Newmont Gold Company Attention: Land Department 1700 Lincoln Street, Suite 2800 Denver, Colorado 80202

GRANT OF EASEMENTS

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

Recitals

- A. Barrick owns the fee interest in or surface rights to certain real property located in Eureka County, Nevada (the "Barrick Property").
- B. Newmont owns or occupies certain real property in the vicinity of the Barrick Property on which it conducts mining and related operations. In addition, pursuant to the Cooperative Operations Agreement dated as of the date of this Agreement, Newmont occupies and uses portions of the Barrick Property in connection with Newmont's operation of its Deep Post Underground Mine.
- C. Barrick desires to grant to Newmont, and Newmont desires to acquire from Barrick, certain non-exclusive easements and use rights on, across or under portions of the Barrick Property as 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, Newmont and Barrick agree as follows:

1. Grant of Easements.

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

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- 3. Relocation. Barrick shall be entitled to require the relocation of any of the Easements, as provided in Exhibit A.
- 4. <u>Restrictions on Barrick's Use</u>. Subject to Section 3, Barrick shall not erect or construct, nor permit to be erected or constructed, any building or structure or permit any activity, on the Barrick Property which is inconsistent with the Easements.
- 5. Removal of Obstructions. To the extent authorized by existing permits Newmont shall have the right to remove or clear any combustible materials, trees, brush, debris or any other obstruction from the Barrick Property, which in the reasonable judgement of Newmont may interfere with or endanger the use by Newmont of the Easements.
- 6. <u>Compliance with Laws</u>. In its use of the Easements, Newmont shall comply with all applicable laws, statutes, ordinances, rules and regulations.
- 7. <u>Termination</u>. At such time as Newmont's use of any Easement terminates, it shall deliver to Barrick an executed termination of such Easement in recordable form.

8. Miscellaneous.

- 8.1 <u>Captions; Incorporation by Reference</u>. 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 <u>Interpretation; Governing Law.</u> 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 <u>Attorneys' Fees</u>. 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.

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

	Barrick Goldstrike Mines Inc., a Colorado corporation
	a Colorado corporation
	By: Steg longring
	Name: Gree Fauturier
	Title: Vict President.
	Newmont Gold Company,
	a Delaware corporation By: Hanse
	Name: Joy E. Skinson
	Title: Vice President
STATE OF COLORADO	}
CITY AND COUNTY OF DENVER	
ey tauguier, a Vice Mesident o	onally appeared before me, a Notary Public, of Barrick Goldstrike Mines Inc., personally known or
proved to me to be the person whose name is	s subscribed to the above instrument who ove instrument on behalf of Barrick Goldstrike Mines
Inc.	ove instrument on behalf of barrick Goldstrike Willes
To have the same of the same o	Sarcha of Waixer
M Commission SANDRAL pires:	Notary Public
OF COLOR	
My Comm. Expires 12/05/2002 STATE OF COLORADO	}
CITY AND COUNTY OF DENVER	5
On this 3th day of May, 1999, personally ap	T of Newmont Gold Company, personally known or
proved to me to be the person whose name is acknowledged to me that he executed the ab	
Company Company	A
TOTALL PUBLICA	Sardia G. Wainer
My Consander Expires WAINER	Notary Public
OF COLOR	
d M	3 BOOK 3 2 7 PAGE 05

Exhibit A

- 1. An easement and right to use, for purposes related to Newmont's mining and exploration operations, the roads as situate in the SW1/4 of Section 18, T36N, R50E, M.D.B.&M. and in the SE1/4SE1/4 of Section 13, T36N, R49E, M.D.B.&M., all in Eureka County, Nevada and as generally delineated on Exhibit C-2, Sheet 1 (attached hereto and made a part hereof).
- 2. A license and right to use, for purposes related to Newmont's mining and exploration operations, the roads as situate in the SW1/4SW1/4 of Section 13 and S1/2SE1/4, NW1/4SE1/4 of Section 14, T36N, R49E, M.D.B.&M., all in Eureka County, Nevada and as generally delineated on Exhibit C-2, Sheet 2 (attached hereto and made a part hereof).
- 3. An easement and right to use, for purposes related to Newmont's mining and exploration operations, the roads as situate in the N1/2 of Section 34, T36N, R49E, M.D.B.&M., Eureka County, Nevada and as generally delineated on Exhibit C-2, Sheet 2 (attached hereto and made a part hereof).
- 4. An easement and right to operate and maintain, for purposes related to Newmont's mining and milling operations, a pipeline (commonly known as PPO8) as situate in the NW1/4 of Section 29, T36N, R50E, M.D.B.&M., Eureka County, Nevada and as generally delineated on Exhibit C-3 (attached hereto and made a part hereof).

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

If because of a change in Barrick's operations or other new circumstances, it (a) becomes reasonably necessary for Barrick to use some or all of the property subject to the easements or rights excepted and reserved hereunder for purposes related to Barrick's mining, milling or exploration operations and such uses are incompatible with Newmont's continued use of such easement or right, Barrick shall give to Newmont written notice (a "Relocation Notice"), as far in advance as practicable, describing the nature and location of Barrick's intended use of the property. Such notice shall designate a portion of Barrick's property, reasonably equivalent in location and function to the existing easement or right, to which Barrick proposes that Newmont's existing easement or right be relocated. If Barrick does not own or control such reasonably equivalent property to which the easement or right can be relocated, Barrick shall designate a portion of Newmont's property to which Barrick proposes that the easement or right be relocated. If Newmont no longer has a continuing need for the easement or right, Newmont shall deliver to Barrick a termination instrument as provided in paragraph (c), below. If Newmont 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 Barrick's property selected by Barrick, or if no such property is reasonably available, to a

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location on Newmont's property selected by Newmont within ten days after Newmont and Barrick are unable to agree on a relocated site. Once a relocated site is selected, Barrick shall relocate the easement, right, or facilities thereon, as soon as is practicable and in a cost-effective manner. Barrick shall undertake reasonable measures and efforts to avoid or mitigate any adverse impacts to Newmont's operations due to the relocation effort. The costs and expenses of such relocation shall be borne by Barrick. 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) Notwithstanding the provisions of paragraph (a) above, however; with respect to the easements and rights described in paragraphs 1 and 2 above with respect to the road commonly known as the Bootstrap Haul Road, any relocation of such easements and rights shall be effected to a location that is within a corridor surrounding, and is as close as is operationally practicable to, the Bootstrap Haul Road as it exists as of the date of this Deed.
- (c) At such time as Newmont's use of any such easement terminates, it shall deliver to Barrick an executed termination, in recordable form, of the same.

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EXHIBIT C-2 Sheet 1 NW

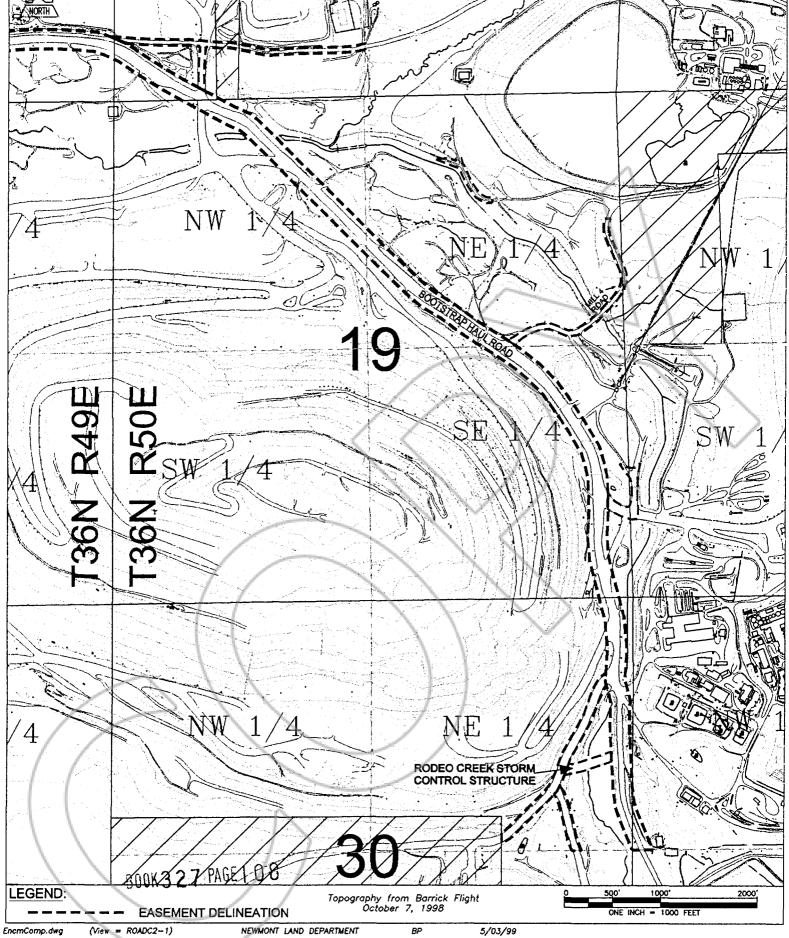


EXHIBIT C-2 Sheet 2

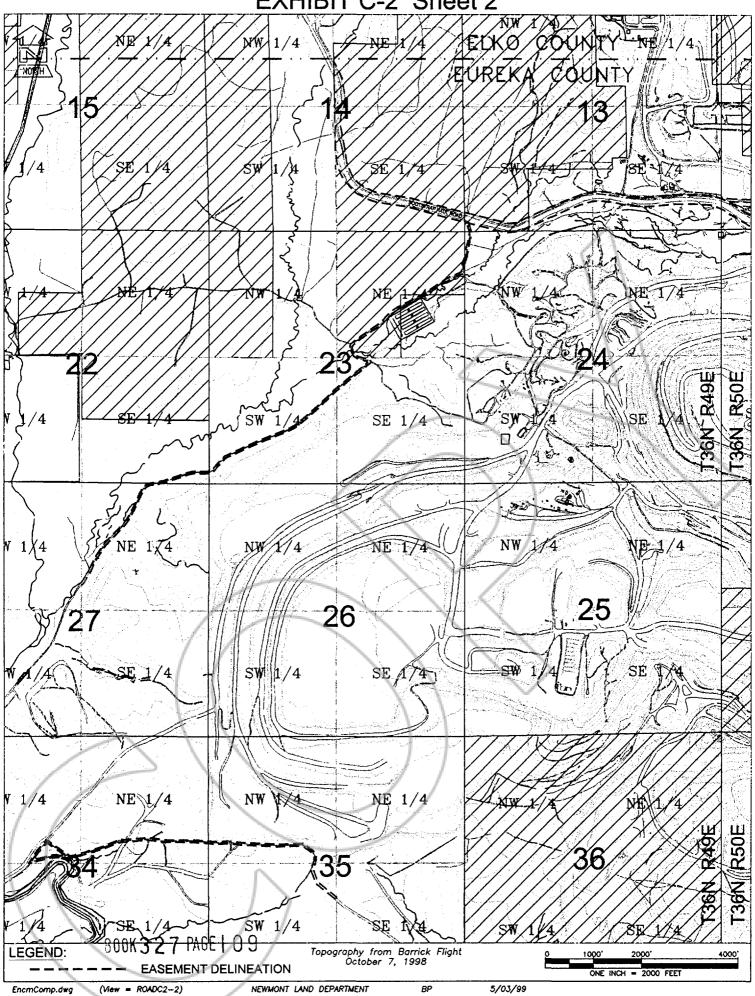
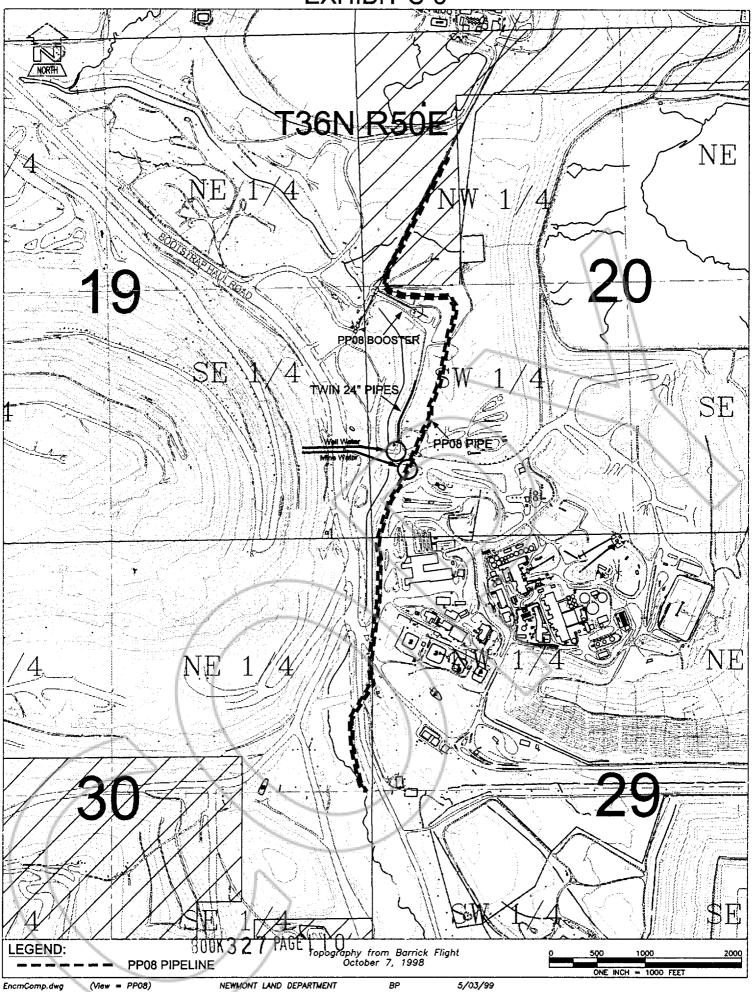


EXHIBIT C-3



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OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

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EUREKA COUNTY NEVADA M.N. REBALEATI, RECORDER FILE NO. FEE\$ / 5.00

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