

175639

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

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

THIS INDENTURE, made and entered into this 13th day of November, 2000, by and between BARRICK GOLDSTRIKE MINES INC., a Colorado corporation (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, on, under, and through the following described property situate in the County of EUREKA, State of NEVADA, to-wit:

A portion of the land of Section 13, T. 36 N., R. 49 E., M.D.M., Eureka County, Nevada.

**AS DESCRIBED ON EXHIBIT "A" AND DEPICTED ON EXHIBIT "B",
BOTH ATTACHED HERETO AND MADE A PART HEREOF.**

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

IT IS FURTHER AGREED:

1. That Grantor, 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 Grant 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 Grant 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 in 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, when in the judgment of Grantee may interfere with or endanger the construction, operation and maintenance of said facilities.

6. The Grantor 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, other conflicting agreements affecting the interests that are the subject of this easement.

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 HOLD all and singular the said premises, granted together with the appurtenances, unto said antee, its successors and assigns forever.

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

BARRICK GOLDSTRIKE MINES INC.
a Colorado corporation

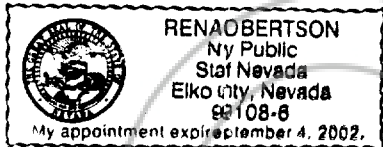
By: Donald R. Prahl

Print Name: DONALD R. PRAHL

Title: VICE PRESIDENT - GEN. MGR.

STATE OF NEVADA)
COUNTY OF Elko)

This instrument was acknowledged before me, a Notary Public, on the 13th day of November, 2002 by Donald R. Prahl as Vice-President Gen Mgr. of BARRICK GOLDSTRIKE MINES INC.



Rena Robertson
Notary Signature

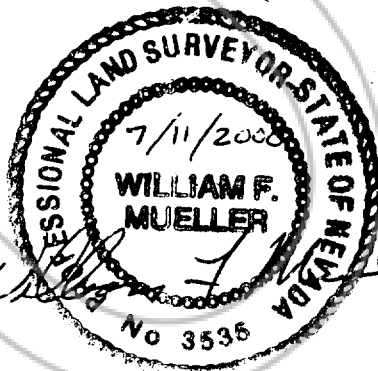
Barrick Rodeo Line.doc

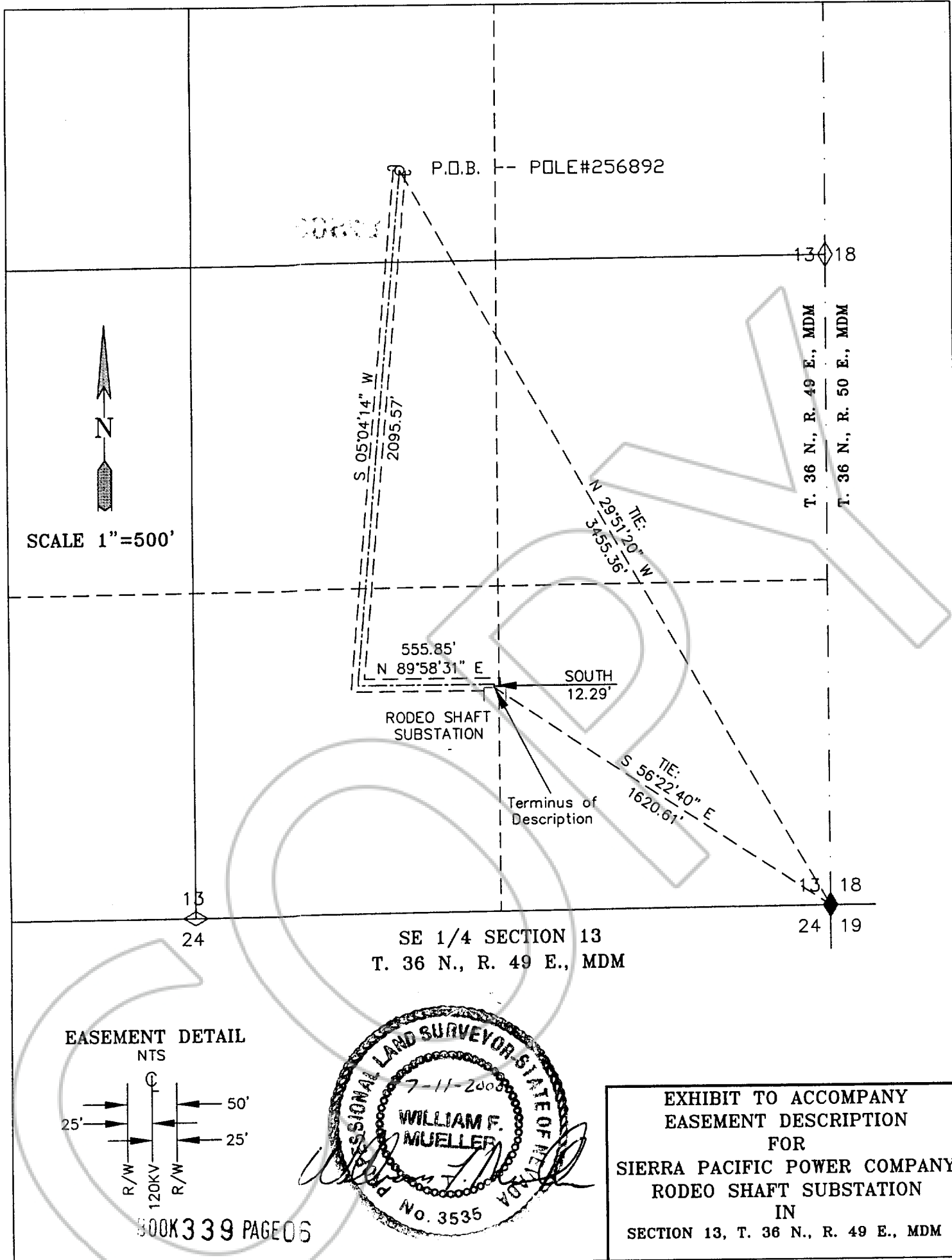
EASEMENT DESCRIPTION

A portion of the E ½ of Section 13, T.36 N., R.49 E., M.D.M., Eureka County, Nevada.

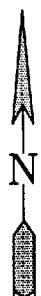
An easement 100 feet in width, 25.00 feet lying on each side of the following described centerline.

COMMENCING at the Southeast Section Corner of said Section 13;
Thence North 0°51'20" West, 3455.36 feet to an existing pole (#256892) located on the West side of the Mickle substation, said point being the POINT OF BEGINNING for this description;
Thence South 0°04'14" West, 2095.57 feet;
Thence North 0°58'31" East, 555.85 feet;
Thence South 0.29 feet to the Southeasterly terminus of this description.





SCALE 1"=500'



P.O.B. --- POLE#256892

S 05°04'14" W
2095.57'

N 29°51'20" W
TIE:
5455.36'

555.85'
N 89°58'31" E

SOUTH
12.29'

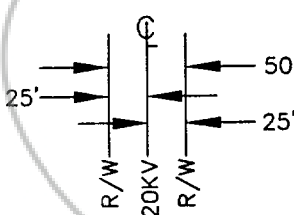
RODEO SHAFT
SUBSTATION

Terminus of
Description

TIE:
S 56°22'40" E
1620.61'

SE 1/4 SECTION 13
T. 36 N., R. 49 E., MDM

EASEMENT DETAIL
NTS



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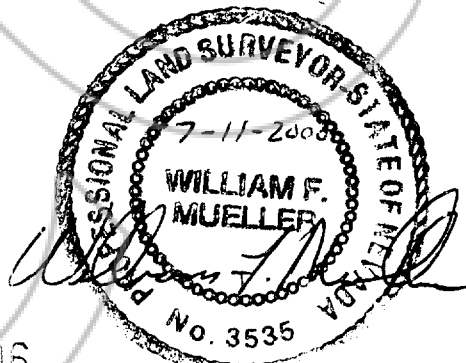


EXHIBIT TO ACCOMPANY
EASEMENT DESCRIPTION
FOR
SIERRA PACIFIC POWER COMPANY
RODEO SHAFT SUBSTATION
IN
SECTION 13, T. 36 N., R. 49 E., MDM

BOOK 339 PAGE 082
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power
00 DEC -4 PM 4:30

EUREKA COUNTY NEVADA
M.M. REBALEATI, RECORDER
FILE NO. FEES 12⁰⁰

175639

COPY

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