

177775

479369

19-

After Recordation Return of:
SIERRA PACIFIC POWER COMPANY
Right of Way
PO Box 10100
Reno, NV 89520

A.P.N.
Elko County: 004-720-003
Eureka County: 04-030-17
Work Order Number
21373E

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

THIS INDENTURE, made and entered into this 12th day of January, 2001, 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 Counties of ELKO and EUREKA, State of NEVADA, to-wit:

A portion of the 1/4 NW 1/4, SW 1/4 NE 1/4, NW 1/4 SE 1/4, SW 1/4 SE 1/4, and SE 1/4 SE 1/4 of Section Township 36 North, Range 50 East, M.D.M., Eureka County, Nevada, and a portion of the E 1/2 E 1/2 of Section 17, Township 36 North, Range 50 East, M.D.M. Elko and Eureka Counties, 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 extend 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 erating said utility facilities.

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

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

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

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

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

7. This grant 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 longing or appertaining and the reversion and reversions, remainder and remainders, rents, isss 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 written.

BARRICK GOLDSTRIKE MINES INC.
a Colorado corporation

By: Donald R. Prahl

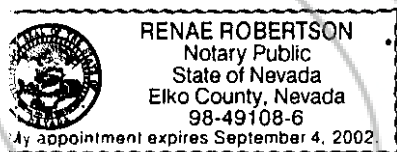
Print Name: DONALD R. PRAHL

Title: VP/GM

STATE OF NEVADA)
COUNTY OF Elko)

This instrument was acknowledged before me, a Notary Public, on the 12th day of January, 2007 by Renae Robertson as Administrative Technician of BARRICK GOLDSTRIKE MINES INC.

Renae Robertson
Notary Signature



Barrick Tailings Line.doc

EXHIBIT A

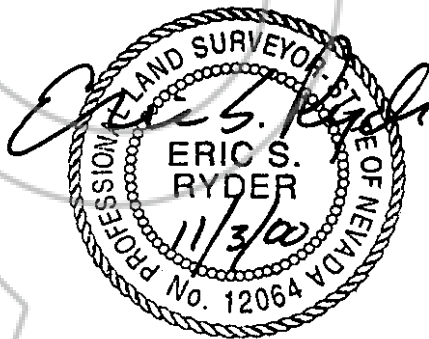
EASEMENT DESCRIPTION

A portion of the $\frac{1}{2}$ E $\frac{1}{2}$ of Section 17, T.36 N., R50 E., M.D.M., Eureka and Elko Counties, and SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$, of Section 8, T.36 N., R50 E., M.D.M., Eureka County Nevada.

An easement 900 feet in width, 45.00 feet lying on each side of the following described centerline.

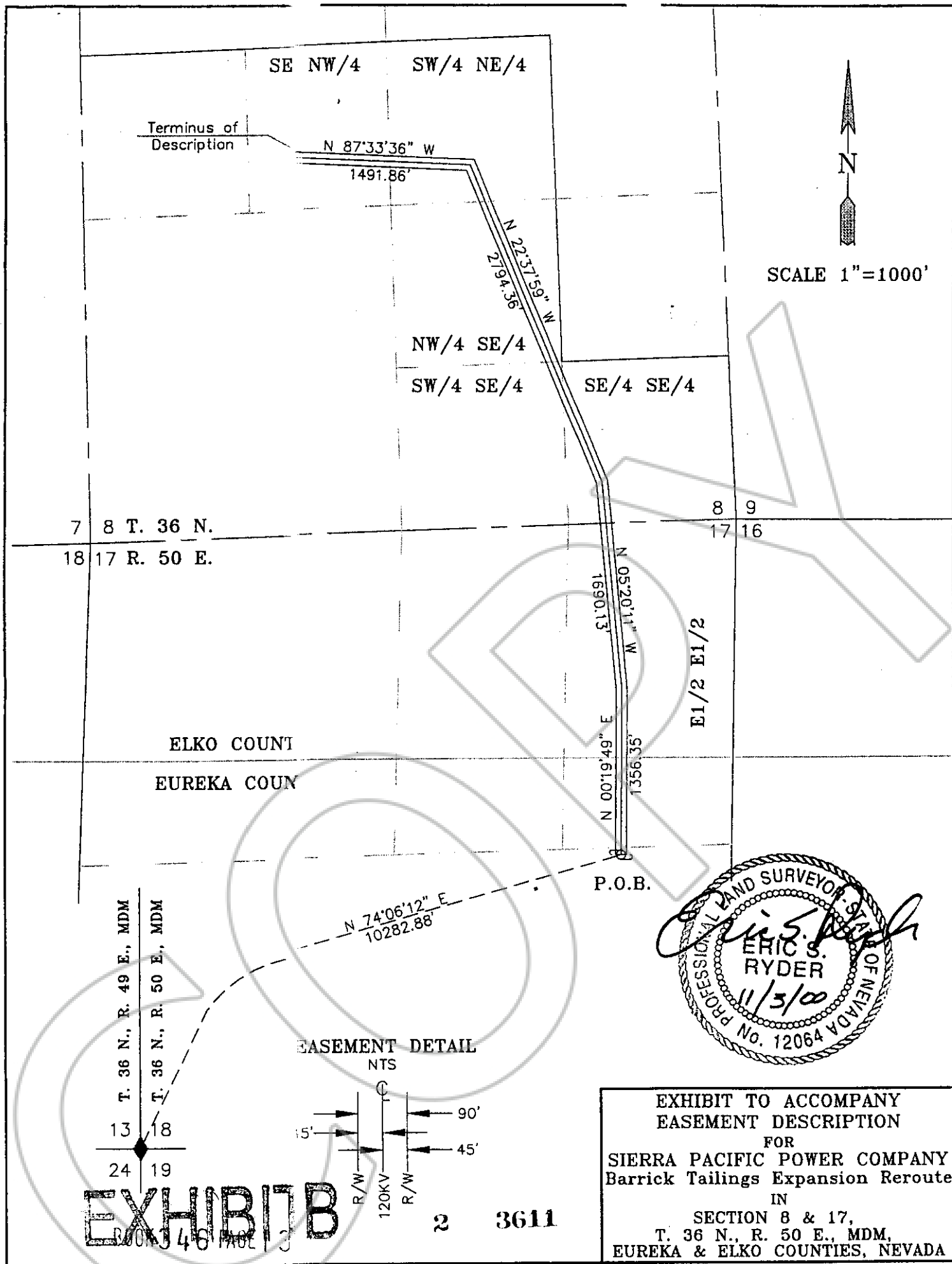
COMMENCING at the Southeast Section Corner of Section 13 T.36 N., R49 E., M.M., Thence North $74^{\circ}06'12''$ East, 10282.88 feet to an existing pole located on the East side of the Barrick Tailings Facility, said pole being the POINT OF BEGINNING for this description;

Thence North $19^{\circ}49''$ East, 1356.35 feet;
thence North $62^{\circ}11''$ West, 1690.13 feet;
thence North $237^{\circ}59''$ West, 2794.36 feet;
thence North $233^{\circ}36''$ West, 1491.86 feet to a point on an existing power line and the terminus of this description.



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2 3610



Terminus of Description

N 87°33'36" W
1491.86'

N 22°37'59" W
2194.39'

NW/4 SE/4
SW/4 SE/4

SE/4 SE/4

7 8 T. 36 N.
18 17 R. 50 E.

8 9
17 16

ELKO COUNT
EUREKA COUN

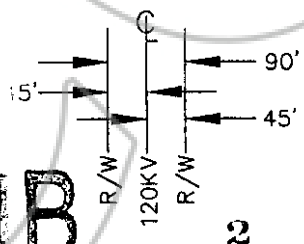
N 05°20'11" W
1690.13'
N 00°19'49" E
1356.35'

E1/2 E1/2

P.O.B.

N 74°06'12" E
10282.88'

EASEMENT DETAIL
NTS



T. 36 N., R. 49 E., MDM
13 18
T. 36 N., R. 50 E., MDM
24 19

EXHIBIT B
NOV 13 4 6 PM '00

2 3611

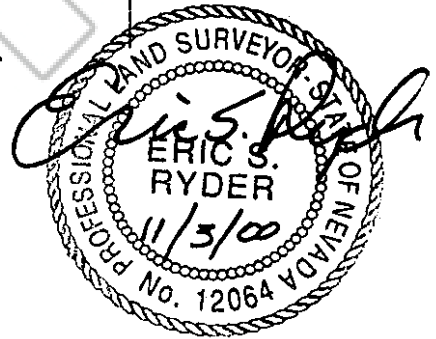


EXHIBIT TO ACCOMPANY
EASEMENT DESCRIPTION
FOR
SIERRA PACIFIC POWER COMPANY
Barrick Tailings Expansion Reroute
IN
SECTION 8 & 17,
T. 36 N., R. 50 E., MDM,
EUREKA & ELKO COUNTIES, NEVADA

PROXY

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power
02 FEB 19 PM 2:1

ELK COUNTY NEVADA
GEN. REBALANCE RECORDS
FILE NO. FEES 19⁰⁰

177775

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INDEXED

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FEES 19⁰⁰ FILE #
REQUEST OF

Sierra Pacific Power
02 JAN 30 AM 10:31

BK 2 PG 3607
JERRY D. REYNOLDS
ELKO CO. RECORDER

2 3612