

APN 004-80-23

When Recorded Mail  
Barrick Goldstrike Ms, Inc.  
P. O. Box 29  
Elko, Nevada 89803

GRANT OF EASEMENT

This Grant of easement (this "Grant") is made as of May 12, 2003, by and from Newmont USA Ltd, a Delaware corporation, doing business as Newmont Mining Corporation ("Newm"), whose address is P. O. Box 669, Elko, Nevada 89822, to Barrick Goldstrike Mines Inc Colorado corporation ("Barrick"), whose address is P. O. Box 29, Elko, Nevada 89803.

Recitals

- A. Newm owns the fee interest in or surface rights to certain real property located in Eureka County, Nela (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. Newm desires to grant to Barrick, and Barrick desires to acquire from Newmont, a certain non-exclusive easement and use right on, across or under portions of the Newmont Property depicted on Exhibit A attached hereto, for the purposes stated in Exhibit A (the "Easement").

Agreements

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

1. Grant Easement.

1.1 Grant of Easement. Subject to all of the terms and conditions hereof, Newmont hereby grants and conveys the Easement to Barrick, its successors and assigns, in perpetuity (subject to conditions set out in Exhibit A).

1.2 Character of Easement. The burdens of the Easement are intended to and shall run with and bind the Newmont Property subject thereto and shall bind successive owners of the Newm Property.

1.3 Use of Easement. The use that Barrick shall be entitled to make of the Easement is stated on Exhibit A.

2. Mechanics' Liens. Barrick shall keep the Newmont Property subject to the Easement 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 the Easement, as provided in Exhibit A.

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

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 judgment of Barrick may interfere with or endanger the use by Barrick of the Easement.

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

7. Termination. At such time as Barrick's use of the Easement terminates, it shall deliver to Newmont an executed termination of the 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 Easement 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 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 portion of this Grant shall become illegal, null or void, or against public policy, for any reason, 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 Easement on the day and year first above written.

Barrick Goldstrike Mines Inc.,  
a Colorado corporation

By: *S. Lang*  
Name: Stephen Lang  
Title: Vice President + General Manager

Newmont USA Limited,  
a Delaware corporation,  
dba Newmont Mining Corporation

By: *A. W. Krueger*  
Name: Alejandro W. Krueger  
Title: V.P. North American Business Ops

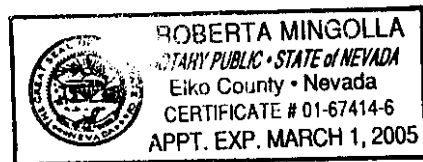
STATE OF NEVAD )  
 )  
COUNTY OF Eis )

On this 27th of May, 2003, personally appeared before me, a Notary Public, Stephen A. Lang, a General Manager 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.

*Roberta Mingolla*  
Notary Public

My Commission Exps:

*March 1, 2005*



STATE OF NEVADA )  
COUNTY OF Elko )

On this 12 of May, 2003, personally appeared before me, a Notary Public, Leland Krugman V.P. of Newmont USA Limited, dba Newmont Mining Corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument which he acknowledged to me that he executed the above instrument on behalf of Newmont Gold Comp.

P. J. Glass  
Notary Public

My Commission Expi:

April 11, 2006

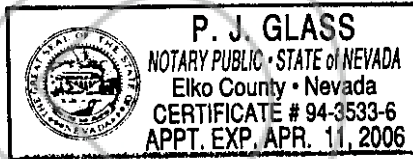


Exhibit A

1. An easement and right to use for purposes related to Barrick's mining and processing operations a truck turnaround area situate in the W1/2SW1/4 of Section 28, T36N, R50E, M.D.B.&M., Eureka county, Nevada, as generally delineated as the Truck Turnaround on Exhibit A-1 (attached hereto and made a part hereof).

2. The easement and rights granted in this Grant shall be subject to the following provisions:

(a) because of a change in its operations or other new circumstances, Newmont desires to use any land that is subject to use by Barrick pursuant to this Grant for a facility or activity related to Newmont's operations, Newmont shall, at least ninety days prior to the date on which it first requires use of such land, give to Barrick written notice (a "Use Modification Notice") describing the nature, location and anticipated duration of such use and the anticipated need for Barrick to modify or relocate its facilities or activities on such land in order reasonably to accommodate such use. Within twenty days after Barrick's receipt of such notice, Newmont and Barrick shall meet and endeavor in good faith to coordinate their respective land uses in a manner that accommodates the anticipated needs of both parties to the maximum extent reasonably practicable (but in all cases recognizing Newmont's paramount right to use its own land). Within sixty days after the date of the Use Modification Notice, Barrick shall at its sole cost complete the modification or relocation of its facilities or activities as requested in the Use Modification Notice, subject to any agreements reached between Newmont and Barrick.

(b) Any use by Barrick pursuant to this Grant shall be made in a good, workmanlike and efficient manner, in accordance with sound mining and other applicable industry standards and practices, and in compliance with all Legal Requirements (as defined in the Asset Exchange Agreement dated May 3, 1999 between Newmont and Barrick). Without limiting the generality of the foregoing, Barrick shall be responsible for obtaining and maintaining all Governmental Permits (as defined in the Asset Exchange Agreement dated May 3, 1999 between Newmont and Barrick) required for the activities it conducts on the land of Newmont pursuant to this Grant and shall pay, perform and discharge when due all Barrick Use-Related Environmental liabilities (as defined in the Asset Exchange Agreement dated May 3, 1999 between Newmont and Barrick) with respect to such land. Barrick shall, as soon as practicable after its use is discontinued, undertake and diligently pursue restoration of Newmont's lands to the general condition in which they existed prior to such use.

(c) At such time as Barrick's use of the land covered by this Grant terminates, it shall deliver to Newmont executed termination, in recordable form, of the same.

T36N R50E

Ird Shack

NW1/4

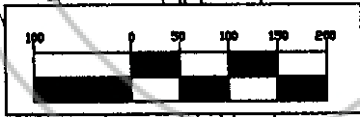
SW1/4

Sub Station

Truck Turnaround

W1/2

29 28



**BARRICK**

**MINING CORPORATION**

# Exhibit A-1 Truck Turnaround

DRAWN: JEM | DATE: July 2, 2002 | SCALE: 1" = 200'  
FILE:

BOOK 362 PAGE 209  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Barrett Goldstrike Mines*  
2003 JUN 10 AM 7:57

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 20<sup>00</sup>-

**181988**

COPY