

BOOK 377 PAGE 47-55  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Newmont Mining Corp*  
2004 MAR 23 AM 11:44

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 22<sup>00</sup>

**186102**

When Recorded Mail To:  
Barrick Goldstrike Mines, Inc.  
P. O. Box 29  
Elko, Nevada 89803

DEED GRANTING AND RELINQUISHING EASEMENTS

This Deed Granting and Relinquishing Easements (this "Deed of Easements") is made as of DECEMBER 23, 2003, by and between Newmont USA Limited, d/b/a Newmont Mining Corporation, a Delaware corporation (formerly known as Newmont Gold Company) ("Newmont"), whose address is 1700 Lincoln Street, Denver, Colorado 80203, and Barrick Goldstrike Mines Inc., a Colorado corporation ("Barrick"), whose address is P. O. Box 29, Elko, Nevada 89803.

RECITALS

A. By Deed dated effective as of May 3, 1999 and recorded in Book 326 at page 576 of the records of Eureka County, Nevada, Newmont conveyed to Barrick, among other things, certain interests in fee property located in Sections 19 and 20 of T. 36 N., R. 50 E., M.D.B.&M., Eureka County, Nevada. In the Deed, Newmont reserved to itself certain easements and other interests affecting such property, which easements and other interests are more particularly described in Exhibit C to the Deed and are depicted on Exhibit C-1 to the Deed.

B. By Mining Deed dated effective as of May 3, 1999 and recorded in Book 327 at page 001 of the records of Eureka County, Nevada, Newmont conveyed to Barrick, among other things, certain interests in unpatented mining claims and mill sites located in Sections 19 and 20 of T. 36 N., R. 50 E., M.D.B.&M., Eureka County, Nevada. In the Mining Deed, Newmont reserved to itself certain easements and other interests affecting such property, which easements and other interests are more particularly described in Exhibit C to the Mining Deed and are depicted on Exhibit C-1 to the Mining Deed.

C. By Grant of Easements dated effective as of May 3, 1999 and recorded in Book 327 at page 103 of the records of Eureka County, Nevada, Barrick granted to Newmont, among other things, certain non-exclusive easements and use rights affecting fee property and mining claims owned by Barrick in Sections 19 and 20 of T. 36 N., R. 50 E., M.D.B.&M., Eureka County, Nevada. The easements and use rights are more particularly described in Exhibit A to the Grant of Easements.

D. As a result of the operational needs of Barrick on and around the lands encumbered by the easements and other interests reserved by, or granted to, Newmont pursuant to the Deed, the Mining Deed and the Grant of Easements, certain of such easements and other

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interests have been relocated or modified. Newmont and Barrick now desire to revise the descriptions of the easements and other interests that have been relocated or modified so as to verify Newmont's right to use such easements and other interests in their present location and condition and to relinquish such easements and other interests where such easements and other interests to the extent they are no longer used by Newmont.

## AGREEMENTS

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

1. Relinquishment of Easements. Subject to all of the terms and conditions hereof, Newmont hereby relinquishes and reconveys to Barrick, its successors and assigns, in perpetuity those portions of the easements and other interests reserved or granted in the Deed, the Mining Deed and the Grant of Easements insofar and only insofar as such portions of such easements and other interests are depicted on Exhibit A to this Deed of Easements. Except as set forth on Exhibit A to this Deed of Easements, the relinquishment and reconveyance shall not affect Newmont's rights with respect to the easements and other interests reserved or granted in the Deed, the Mining Deed and the Grant of Easements.

2. Grant of Easement.

2.1 Grant of Easement. Subject to all of the terms and conditions hereof, Barrick hereby grants and conveys to Newmont, its successors and assigns, in perpetuity the easement described in Exhibit B to this Deed of Easements (the "Easement").

2.2 Character of Easement. The burdens of the Easement are intended to and shall run with and burden the property subject thereto and shall bind successive owners of the property.

2.3 Use of Easement. The use that Newmont shall be entitled to make of the Easement is stated on Exhibit B.

3. Mechanics' Liens. Newmont shall keep the property that is subject to the Easement free and clear of any mechanics' and materialmen's liens arising out of any of Newmont's activities thereon.

4. Relocation. Barrick shall be entitled to require the relocation of any of the Easement, as provided in Exhibit B.

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

6. 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 Barrick's property, which in the reasonable judgment of Newmont may interfere with or endanger the use by Newmont of the Easement.

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

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

9. Miscellaneous.

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

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

9.3 Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Deed of Easements, 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.

9.4 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Deed of Easements 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 Deed of Easements 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 Deed of Easements on the day and year first above written.

Barrick Goldstrike Mines Inc.,  
a Colorado corporation

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

Name: MICHAEL FEEMAN

Title: GENERAL MANAGER

Newmont USA Limited, d/b/a  
Newmont Mining Corporation,  
a Delaware corporation

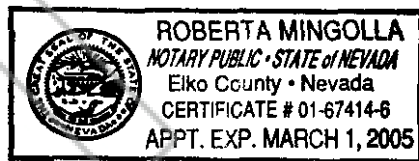
By: Leland W Kruger  
Name: Leland W Kruger  
Title: Vice President

STATE OF NEVADA )  
 )  
COUNTY OF ELKO )

On this 13<sup>th</sup> day of January, 2003<sup>4</sup>, personally appeared before me, a  
Notary Public, Michael Fallon, 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 Expires:  
March 1, 2005



STATE OF NEVADA )  
 )  
ELKO )  
COUNTY OF EUREKA )

On this 23 day of DECEMBER, 2003, personally appeared before me, a  
Notary Public, Leland W. Kruger a VICE PRESIDENT of Newmont Mining Corporation,  
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 Mining Corporation.

A.R. Van Der Dussen  
Notary Public

My Commission Expires:  
OCT 6, 2005

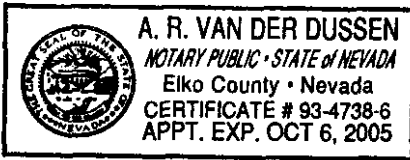
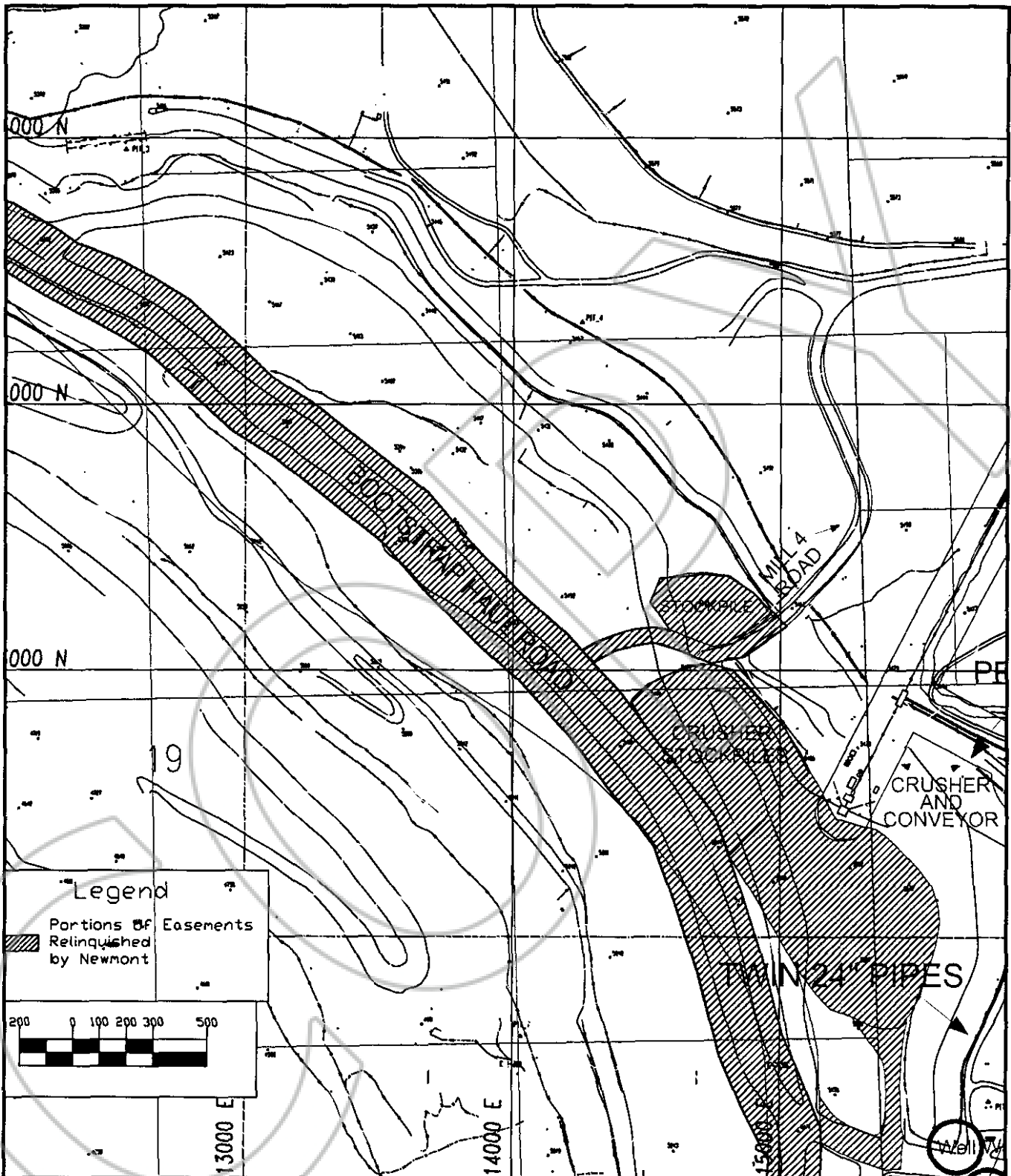


Exhibit A

Portions of Easements Relinquished by Newmont

1. That portion of an easement and right to use for (i) conveyor, (ii) crusher, (iii) ore stockpile(s), and (iv) roads, as situate in the E1/2 of Section 19, SW1/4 of Section 20, T36N, R50E, M.D.B.&M., Eureka County, Nevada and as more particularly delineated on Exhibit A-1 (attached hereto and made a part hereof), for use in connection with the operation of Newmont's Mill 4 (situate in Sections 17 and 20, T36N, R50E, M.D.B.&M., Eureka County, Nevada).

2. That portion of an easement and right to use the roads on the property as more particularly delineated on the map attached hereto as Exhibit A-1 for purposes related to Newmont's mining and exploration activities.



Legend  
 Portions of Easements Relinquished by Newmont

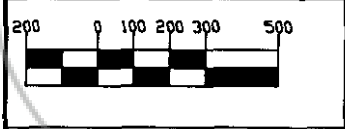


Exhibit A-1  
 Easement Relinquished

DRAWN: KCM | DATE: October 31, 2002 | SCALE: 1" = 500'  
 FILE:



Exhibit B

New Easement Granted to Newmont

An easement and right to use the road on the property as more particularly delineated on the map attached hereto as Exhibit B-1 for purposes related to Newmont's mining and exploration activities.

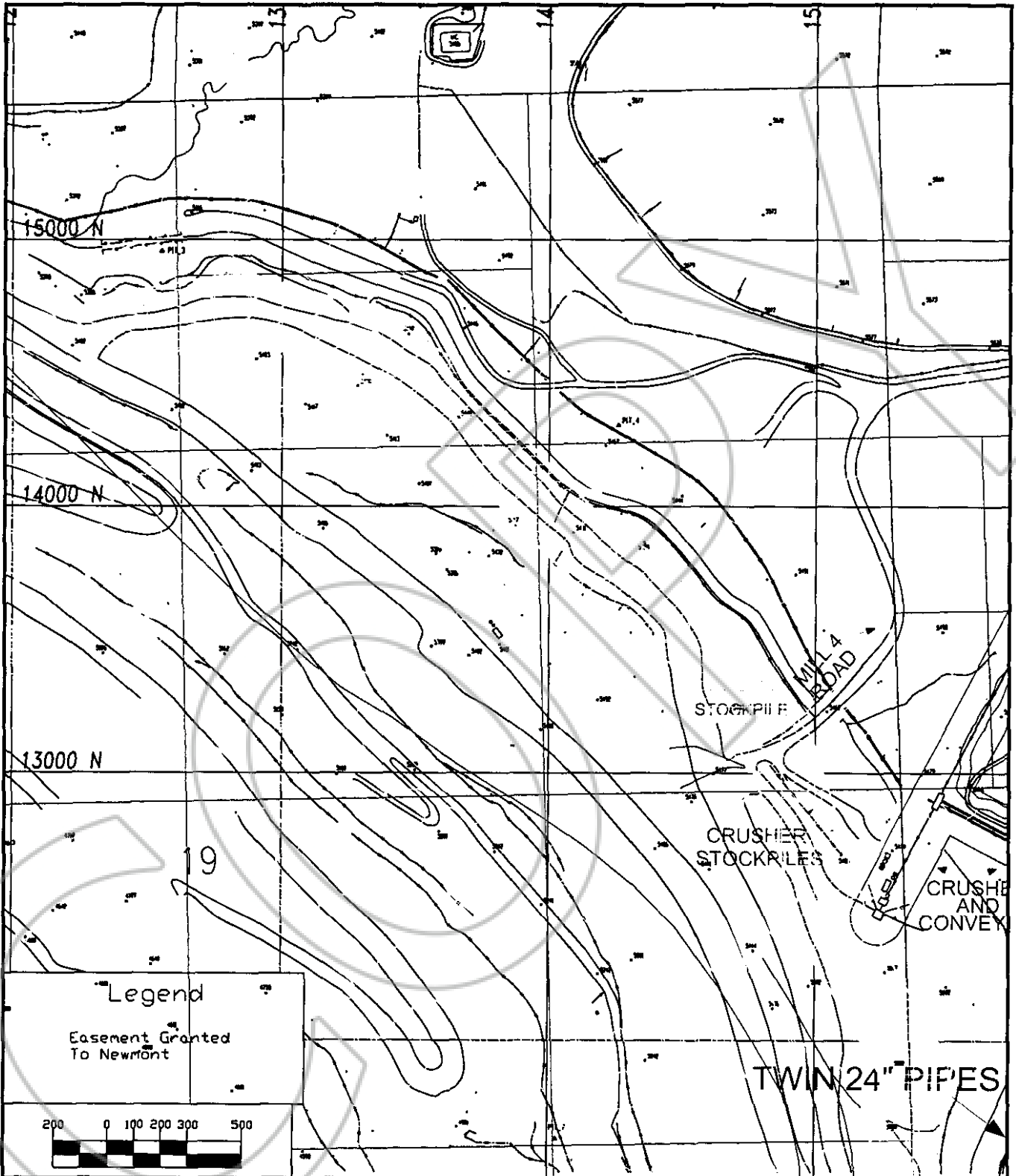
The easement granted in this Deed of Easements shall be subject to the following provisions:

(a) If because of a change in Barrick's operations or other new circumstances, it becomes reasonably necessary for Barrick to use some or all of the property subject to the easements or rights granted 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 (b), 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 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.

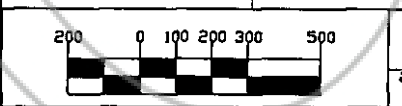
(b) At such time as Newmont's use of any such easement terminates, it shall deliver to Barrick an executed termination, in recordable form, of the same.

COPY





Legend  
 Easement Granted  
 To Newmont



**BARRICK**  
 GOLDSTRIKE

Exhibit B-1  
 Easement Granted

DRAWN: KCM | DATE: October 31, 2002 | SCALE: 1" = 500'  
 FILE: