

A.P.N. 004-020-36

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Attn: Land Operations -- S4B20
PO Box 10100
Reno, NV 89520

BOOK 384 PAGE 58-62
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
2004 JUL 26 PM 1:24
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 188404
FEES 78⁰⁰

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

THIS GRANT OF EASEMENT, made and entered into on DEC 9, 2003,
by and between **BARRICK GOLDSTRIKE MINES INC.**, a Colorado corporation, whose
address is P.O. Box 29; Elko, NV 89803, (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 add to and
operate one or more communication facilities and electric transmission, and distribution
facilities, consisting of one or more circuits, together with wires, cables, fibers, poles, towers,
necessary guys and anchors, supporting structures, insulators and cross-arms, underground
foundations, fixtures, and other appurtenances connected therewith (hereinafter called "Utility
Facilities"), across, over, upon, under, and through the following described property situate in the
County of EUREKA, State of NEVADA, to-wit:

SEE ATTACHED EXHIBIT "A" AND EXHIBIT MAP

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land for the
purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating
said Utility Facilities.
2. Grantee shall be responsible for any damage to personal property or improvements,
suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing,
reconstructing and operating said Utility Facilities by Grantee.

3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

7. The Grantee, with reasonable written notice from Grantor, shall relocate the Utility Facilities constructed pursuant to this easement to suitable location(s) upon Grantor's property, provided Grantor furnishes the necessary right of way at no cost to Grantee, and Grantor bears all costs of relocation.

8. The parties hereto recognize that this easement is granted for the purpose of servicing Grantor's operations. At such time as the easement is no longer required for this purpose, Grantee agrees to relinquish said easement to Grantor.

9. This grant is made without any warranty of title and Grantor assumes no obligation to resolve any claims, or other conflicting agreements affecting the interests that are subject to this easement.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

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

BARRICK GOLDSTRIKE MINES INC.
a Colorado corporation

WGA
Michael Feehan
Signature

MICHAEL FEEHAN

Print Name

General Manager

Title

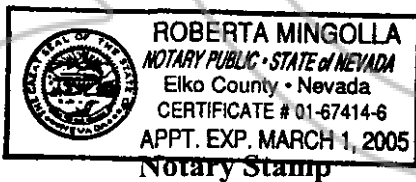
STATE OF NEVADA)
COUNTY OF ELKO)

This instrument was acknowledged before me, a Notary Public, on 12/9/03, 2003, by

Michael Feehan

Roberta Mingolla

Notary Signature





www.sierrapacific.com

6100 Neil Road, P.O. Box 10100, Reno, Nevada 89520-0024

APN 004-020-36
BAZZA LINETAP

EXHIBIT A
LEGAL DESCRIPTION FOR UTILITY EASEMENT

A portion of the southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 23, Township 36 North, Range 49 East, M.D.M., County of Eureka, State of Nevada, more particularly described as follows:

A strip of land 90.00 feet in width lying 45.00 feet on each side of the following described line:

Commencing at the East $\frac{1}{4}$ corner of said Section 23;

THENCE South $74^{\circ}04'53''$ West 1023.07 to the POINT OF BEGINNING;

THENCE South $26^{\circ}09'29''$ East, 71.93 feet to a point hereinafter referred to as Point A;

THENCE South $39^{\circ}55'51''$ West 513.05 feet to a point in the existing overhead power line and hereinafter referred to as Point B;

Together with an area within a radius of up to 75.00 feet from the aforementioned points A and B.

This above described easement contains 1.58 acres of land more or less.

Basis of Bearings is the line between the east $\frac{1}{4}$ corner and the northeast corner of said Section 23 which bears North $00^{\circ}01'46''$ West.

All as shown on Exhibit Map attached hereto and by this reference made a part thereof.

Prepared by Lawrence D. Larson P.L.S.
Sierra Pacific Power Company
P.O. Box 10100
Reno, Nevada 89520

