

BOOK 431 PAGE 15-24
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Barrick Goldstrike Mines
2006 JAN 24 PM 1:06

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 23.00

203222

COVER PAGE ADDED TO PROVIDE ROOM FOR RECORDER'S STAMP

GRANT OF EASEMENT
DATED DECEMBER 20, 2005

Official Record

Requested By
BARRICK GOLDSTRIKE MINES, INC.

Elko County - NV

Jerry D. Reynolds - Recorder

Page 1 of 9 Fee: \$22.00

Recorded By: RPTT:

When Recorded Mail To:
Barrick Goldstrike Mines, Inc.
P. O. Box 112410
Salt Lake City, Utah 84147-2410
Attn: Land Department

GRANT OF EASEMENT

This Grant of Easement (this "Grant") is made as of December ^{20th} 2005, by and from Elko Land and Livestock Company, a Nevada corporation ("ELLCO"), 555 5th Street, Elko, Nevada 89801, and Newmont USA Limited, a Delaware corporation, doing business as Newmont Mining Corporation ("Newmont"), 1700 Lincoln Street, Denver, Colorado 80203, to Barrick Goldstrike Mines Inc., a Colorado corporation ("Barrick"), P. O. Box 29, Elko, Nevada 89803.

Recitals

A. ELLCO owns the surface estate and ELLCO and Newmont own the mineral estate in and to certain real property located in Eureka County, Nevada more particularly described in Exhibit A to this Grant (the "Property").

B. Barrick owns or occupies certain real property adjacent to Property on which it conducts mining and related operations.

C. ELLCO and Newmont desire to grant to Barrick, and Barrick desires to acquire from ELLCO and Newmont, an exclusive easement on and across portions of the Property as described in 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, ELLCO, Newmont and Barrick agree as follows:

1. Grant of Easement.

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

1.2 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.



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 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. ELLCO and Newmont may be entitled to require the relocation of the Easement, as provided in Exhibit A.

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

5. Removal of Obstructions. Barrick shall have the right to remove or clear any combustible materials, trees, brush, debris or any other obstruction from the 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 ELLCO and 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 its 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 other portion of this Grant 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 Grant shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.



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01/06/2006
003 of 9

ELLCO, Newmont and Barrick have executed this Grant of Easement on the day and year first above written.

Elko Land and Livestock Company,
a Nevada corporation,

By: [Signature]
Name: Leland W. Kangerud
Title: President

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

By: [Signature]
Name: Leland W. Kangerud
Title: Vice President

Barrick Goldstrike Mines Inc.,
a Colorado corporation

By: [Signature]
Name: Gregory A. Lang
Title: President

2006.01/04/2006



546718

01/06/2006
004 of 9

STATE OF NEVADA)

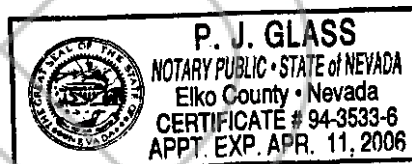
COUNTY OF Elko)

On this 20th day of December, 2005, personally appeared before me, a Notary Public, Leland W. Kruger, a Vice President 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 who acknowledged to me that he executed the above instrument on behalf of Newmont Gold Company.

P. J. Glass

Notary Public

My Commission Expires:

April 11, 2006

STATE OF NEVADA)

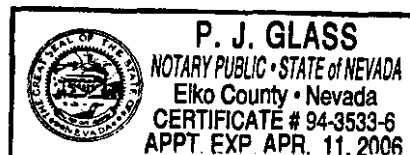
COUNTY OF Elko)

On this 20th day of December, 2005, personally appeared before me, a Notary Public, Leland W. Kruger, a President of Elko Land and Livestock Company, 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 Elko Land and Livestock Company.

P. J. Glass

Notary Public

My Commission Expires:

April 11, 2006



STATE OF UTAH)

COUNTY OF SALT LAKE)

On this 4th day of January, 2006, personally appeared before me, a Notary Public, Gregory A. Lang, President 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.


Notary Public

My Commission Expires:

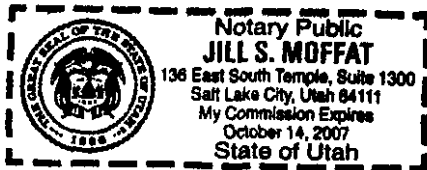
October 14, 2007



Exhibit A

1. An Easement and right to use for the purpose of construction and maintenance of a diversion structure and channel and for diverting and re-routing a portion of a topographical feature known locally as Brush Creek. The Property to be used and the route of Brush Creek, after relocation, is depicted on Exhibit A-1 and consists of a strip of land approximately 6725 feet long and approximately 80 to 230 feet wide insofar as it is on the Property. The Easement and right to use shall also include the temporary right to enter lands adjacent to the Easement and the Property for construction and maintenance purposes.

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

(a) It is intended by the parties that this Easement be permanent and that the location of re-routed Brush Creek not be disturbed in the future. If, however, because of a change in its operations or other new circumstances, ELLCO or Newmont requires use any land that is subject to the Easement for a facility or activity related to its or their operations and no reasonable alternatives to such use exist, ELLCO or Newmont shall, at least 180 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 modification or relocation of the Easement or activities on the Easement in order reasonably to accommodate such use. Within twenty days after Barrick's receipt of such notice, ELLCO, 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 all parties to the maximum extent reasonably practicable, recognizing that a suitable channel for Brush Creek will have to be established prior to any changed use of the Property. Within sixty days after the date of the Use Modification Notice, and subject to compliance with all applicable Environmental Laws, Legal Requirements and Governmental Permits (as defined in the Asset Exchange Agreement dated May 3, 1999 between Newmont and Barrick), the parties shall at their joint cost (to be shared equally by ELLCO and Barrick) complete the modification or relocation of the facilities or activities as requested in the Use Modification Notice, subject to any agreements reached between ELLCO, 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 ELLCO and 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.



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

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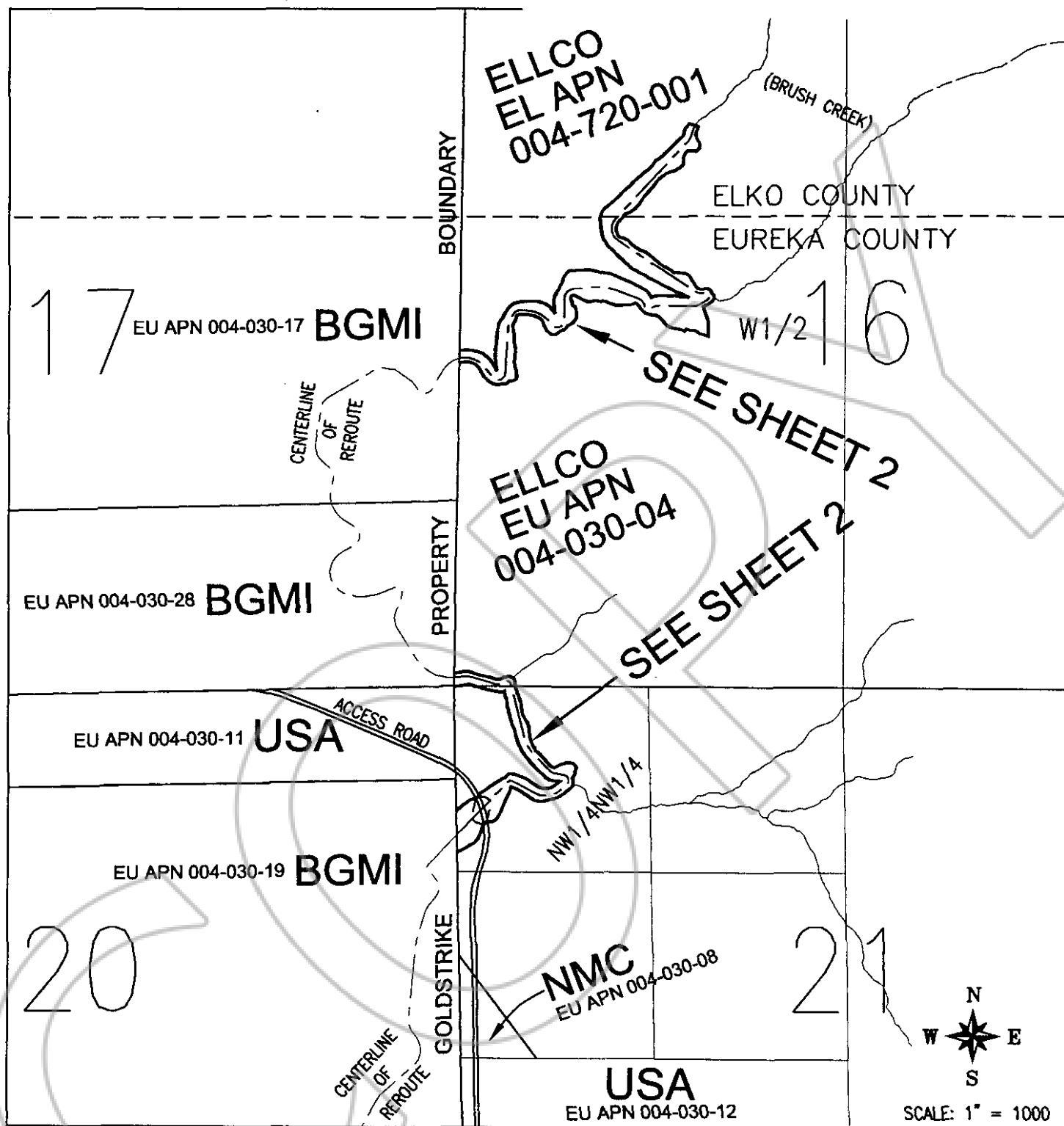
01/06/2006
008 of 9

EXHIBIT A-1

MAP OF PROPERTY TO BE USED FOR REROUTE OF BRUSH CREEK
Located in Sections 16 and 21, T.36N., R.50E., M.D.M., Elko and Eureka Counties, Nevada



BARRICK
GOLDSTRIKE

BOOK 43 | PAGE 023

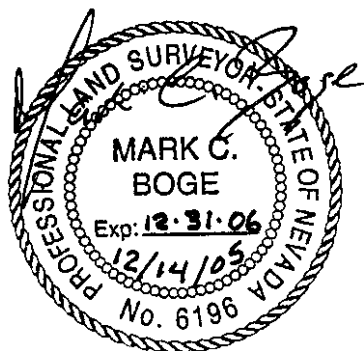
SHEET 1 OF 2



546718

01/06/2006
009 of 9

SCALE: 1" = 1000

W1/4 COR. SEC. 16
BLM BCTIE END
S00°42'29"W
307'ELLCO
EL APN
004-720-001TIE BEGINNING
N50°29'22"E
2146'ELKO COUNTY
EUREKA COUNTYNORTH PORTION
REROUTED CHANNEL
APPROX. LENGTH 4415 FT.ELLCO
EU APN
004-030-04TIE BEGINNING
N00°42'29"E
59'SECTION LINE
N00°42'29"E 2655.35'SEC. COR.
BLM BCSOUTH PORTION
REROUTED CHANNEL
APPROX. LENGTH 2310 FT.

ACCESS ROAD

TIE END
S01°17'23"E
1065'

NW1/4NW1/4

NMC
EU APN 004-030-08

USA

EU APN 004-030-12

BASIS OF BEARINGS: BGMI GOLDSTRIKE MINE GRID

DIVERSION FOOTPRINT REFERENCE: VECTOR ENGINEERING

SECTION CORNERS REFERENCE: EU. CO. MAP FILE NO. 126187

EXHIBIT A-1**MAP OF PROPERTY TO BE USED FOR REROUTE OF BRUSH CREEK**
Located in Sections 16 and 21, T.36N., R.50E., M.D.M., Elko and Eureka Counties, Nevada

TOTAL APPROX. LENGTH NORTH AND SOUTH PORTIONS = 6725 FT.

APPROX. MINIMUM WIDTH = 80 FT.

APPROX. MAXIMUM WIDTH = 230 FT.

BOOK 43 | PAGE 024 203222

SHEET 2 OF 2