

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy
Property Services (S4B20)
P.O. Box 10100
Reno, NV 89520

DOC # 0223776

02/04/2013

02:19 PM

Official Record

Recording requested By
NV ENERGY

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$18.00

Page 1 of 5

RPTT:

Recorded By: FES

Book- 547 Page- 0154



0223776

C30-

APN 004-030-17, 004-030-28

WORK ORDER #

Grant of Easement for electric

- Name of Grantor

Barrick Goldstrik

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

The undersigned hereby affirms that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

EUREKA COUNTY - APN: 004-030-17, 004-030-28
ELKO COUNTY - APN: 004-720-003

WHEN RECORDED MAIL TO:
Property Services Department
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

BARRICK GOLDSTRIKE MINES INC., , a Colorado Corporation, ("Grantor") for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to **SIERRA PACIFIC POWER COMPANY, a Nevada corporation, d/b/a NV Energy ("Grantee")**, its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in Exhibit "B" hereto and by this reference made a part of this Grant of Easement (the "**Property**");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area;
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 4 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee (which Grantee will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities.

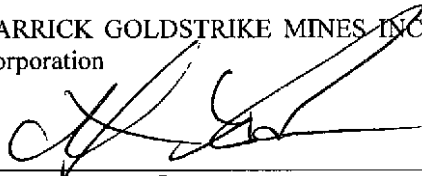
RW# fb21672
Project No. LR804BMLR3
Project Name: 150 Relocation Project
Reference Documents: 200373, 158139, 166941, 428346A
GOE

Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

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 rights of way at no cost to Grantee, and Grantor bears all costs of relocation.

GRANTOR:

BARRICK GOLDSTRIKE MINES INC., a Colorado Corporation



By: Robert L Brock
Title: Regional Land manager N.A.

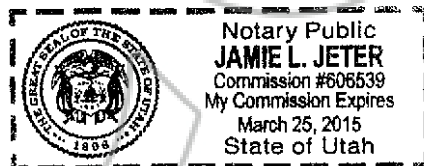
STATE OF Utah)

COUNTY OF Salt Lake)

This instrument was acknowledged before me on February 17, 2012 by Robert L. Brock as Regional Land Manager N.A. of Barrick Goldstrike Mines Inc.


Signature of Notarial Officer

Seal Area →



RW# fb21672
Project No. LR804BMLR2
Project Name: Banshee Substation 120kV Transmission Line
Reference Documents: 200573, 158139, 166941, 428346A
GOE

2



0223776

Book: 547 02/04/2013
Page: 156 Page: 3 of 5

Exhibit "A"

Barrick Goldstrike Mines, Inc.

NV Energy

Legal Description of Easement

A portion of Sections 8 and 17, Township 36 North, Range 50 East, M.D.B. and M., Counties of Elko and Eureka, 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 centerline;

Commencing at a BLM aluminum cap marking the Southeast corner of said Section 17;

Thence North 00 Degrees 42 Minutes 29 Seconds East, 321.40 feet along the East line of said Section 17 to a point;

Thence North 89 Degrees 17 Minutes 31 Seconds West, 74.53 feet to a point on an existing overhead power line and the TRUE POINT OF BEGINNING, said point has a 100 foot radius that shall intersect with the west easement line and terminate at the east line of said Section 17;

Thence North 00 Degrees 44 Minutes 30 Seconds East, 4252.22 feet to a point with a 100 foot radius that shall intersect the Easterly and Northeasterly easement lines and terminate at the East line of said Section 17;

Thence North 43 Degrees 39 Minutes 46 Seconds West, 1435.61 feet to the point of terminus of the centerline of this easement, said point of terminus has 100 foot radius that shall intersect with the Northeasterly and Southwesterly easement lines.

Sidelines of the above described easement to be extended or shortened to meet at angle points.

The above describes easement contains 12.93 acres of land more or less.

Basis of Bearings: The line between the Southeast corner and the East quarter corner of said Section 17 as surveyed on the BGMI mine grid.

All as shown on the attached exhibit map and hereby made part of this description.

Prepared by John H. Ross Jr., P.L.S. 20472
APEX Surveying, LLC
775-738-8512

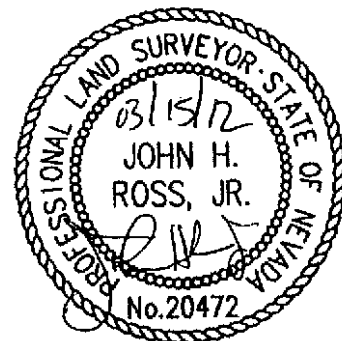


EXHIBIT "B"

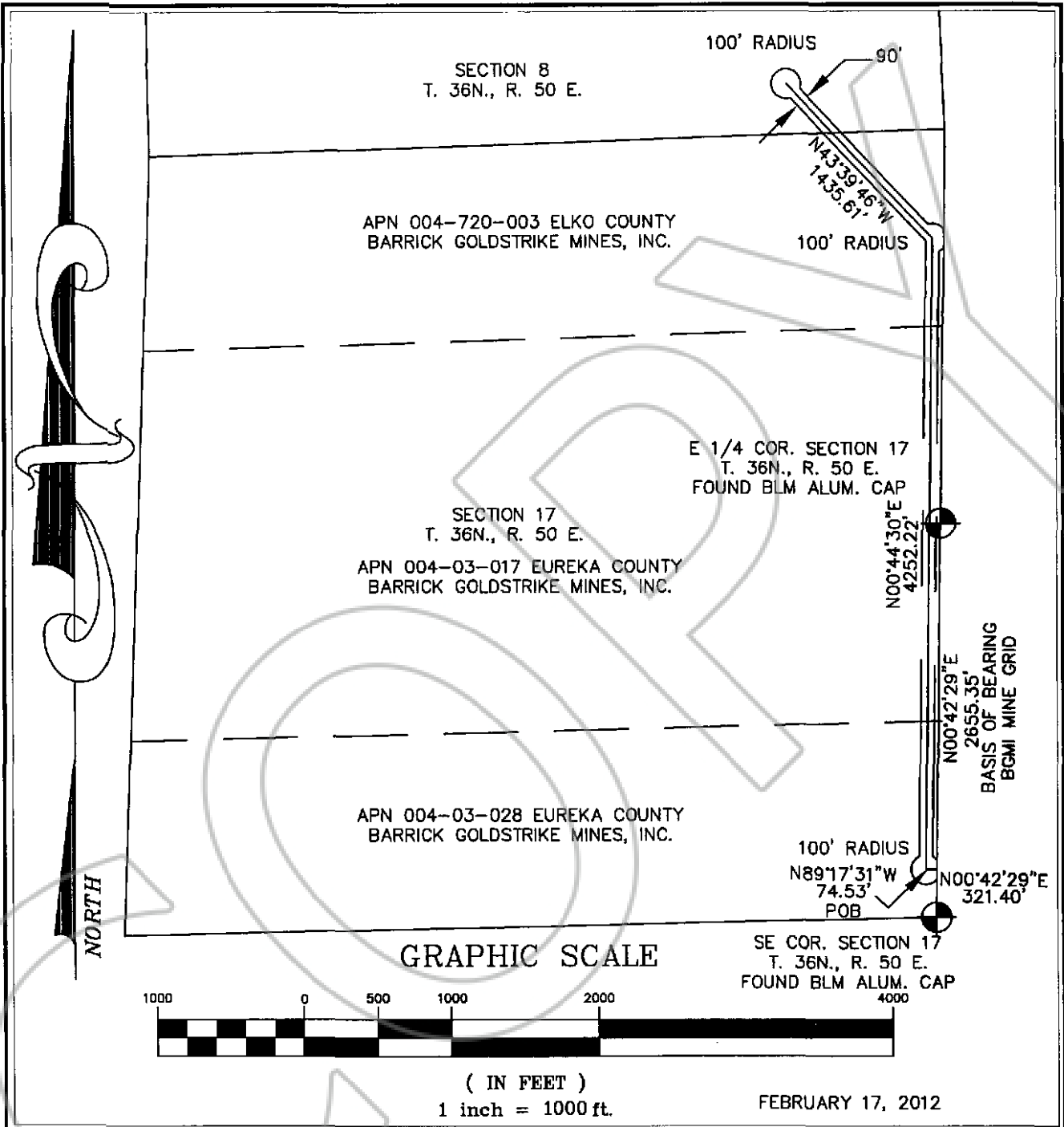
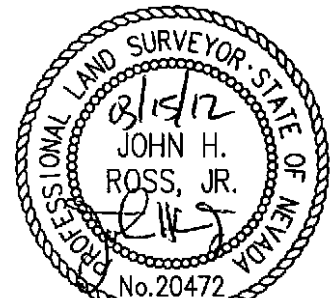


EXHIBIT MAP
BARRICK GOLDSTRIKE MINES, INC.
NV ENERGY EASEMENT
SECTIONS 8 AND 17
T. 36 N., R. 50 E., ELKO AND EUREKA COUNTIES



536 BELLOAK DR, SPRING CREEK, NV
775-738-8512



EXPIRES 12/31/13