

**DOC # 0224220**

05/06/2013

09:04 AM

**Official Record**

Recording requested By  
NV ENERGY

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$21.00

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RPTT:

Recorded By: FES

Book- 549 Page- 0259

RECORDING REQUESTED BY:

**NV Energy**

WHEN RECORDED RETURN TO:

**NV Energy**

**Property Services (S4B20)**

**P.O. Box 10100**

**Reno, NV 89520**



C30-

APN 004-030-19

WORK ORDER # LR8866LLRG, LR8406LLR2 & LR8856LLC2

Grant of Easement for Electric

- Barrick Goldstrike Mines Inc.

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)

Nate Hastings

APN: 004-030-19

WHEN RECORDED MAIL TO:  
Land Operations 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 reasonable passage, in accordance with established mine safety and other policies and procedures, of vehicles and pedestrians within, on, over and across the Easement Area and 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 and the Property; and
4. to reasonably 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. However, Grantor's infrastructure that exists within the Easement Area at the time this easement is granted (as evidenced by the date Grantor's signature is notarized) is exempt from removal without prior written consent of Grantor.

Grantee will be responsible for any damages, proximately caused by Grantee negligently or unlawfully constructing, operating, adding to, maintaining, and 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.

Proj. #LR8866LLRG, LR8406LLR2 & LR8856LLC2  
Project Name: Barrick TCM/Gold Room  
Reference Document: 153313/166941  
GOE

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. 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 cost of relocation.

**GRANTOR:**

Barrick Goldstrike Mines Inc.

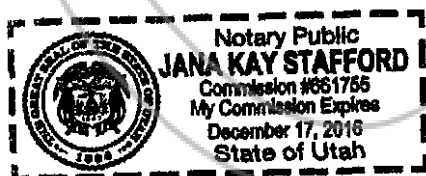
  
By: **Paul D. Judd**  
Title: **Tax Director**

STATE OF Utah  
COUNTY OF Salt Lake

This instrument was acknowledged before me on April 29, 2013 by Paul Judd as Tax Director of Barrick Goldstrike Mines Inc.

  
Signature of Notarial Officer

Seal Area



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Project Name: Barrick TCM/Gold Room  
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GOE



**EXHIBIT A  
LEGAL DESCRIPTION  
EASEMENT**

BARRICK GOLDSTRIKE MINES, INC.  
APN 004-030-19

A portion of Sections 20 and 29, Township 36 North, Range 50 East, M.D.M., County of Eureka, State of Nevada, more particularly described as follows:

A strip of land, 50.00 feet in width lying 25.00 feet on each side of the following described centerline;

Easement 1

Commencing at the south one quarter corner of Section 12, Township 36 North, Range 49 East, M.D.M., a found brass cap stamped P.L.S. 3535 - 1990;

THENCE, South 41°40'54" East, 13564.95 feet to the POINT OF BEGINNING;

THENCE North 76°51'59" West, 50.00 feet to a point hereinafter referred to as Point "A";

THENCE South 13°08'00" West, 48.01 feet to a point hereinafter referred to as Point "B";

THENCE South 13°08'00" West, 57.77 feet to a point hereinafter referred to as Point "C";

THENCE South 40°22'47" East, 204.89 feet to a point hereinafter referred to as Point "D";

THENCE South 25°57'05" East, 527.17 feet;

THENCE South 12°51'41" East, 107.37 feet to a point hereinafter referred to as Point "E";

THENCE South 19°41'39" East, 258.03 feet to a point hereinafter referred to as Point "F";

THENCE South 10°47'29" West, 440.27 feet to a point hereinafter referred to as Point "G";





THENCE South 17°12'22" West, 1091.46 feet to a point hereinafter referred to as Point "K";

THENCE South 16°02'35" West, 374.02 feet to a point hereinafter referred to as Point "L" and the centerline on an existing overhead power line located within an easement described in document 128447 as filed in the Official Records of Eureka County on July 17, 1989 and the point of terminus of this easement.

#### Easement 2

A strip of land, 50.00 feet in width lying 25.00 feet on each side of the following described centerline;

BEGINNING at aforementioned Point "E";

THENCE North 64°36'57" East, 275.64 feet to the terminus of this easement.

#### Easement 3

A strip of land, 50.00 feet in width lying 25.00 feet on each side of the following described centerline;

BEGINNING at aforementioned Point "G";

THENCE North 75°04'33" East, 214.79 feet;

THENCE South 82°00'21" East, 210.90 feet to a point hereinafter referred to as Point "H";

THENCE South 75°23'56" East, 709.81 feet;

THENCE South 69°17'01" East, 102.54 feet to a point hereinafter referred to as Point "I";

THENCE South 68°38'45" East, 48.00 feet to a point hereinafter referred to as Point "J" and the terminus of this easement.





Easement 4

A strip of land, 50.00 feet in width lying 25.00 feet on each side of the following described centerline;

BEGINNING at aforementioned Point "H";

THENCE North 4°38'46" East, 75.00 feet to the terminus of this easement.

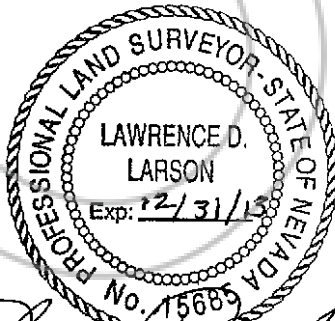
Together with an area of up to 60 feet surrounding aforementioned points "A", "B", "C", "I" and "J" and "L", westerly and northwesterly of aforementioned points "G" and "K", and northeasterly, easterly and southeasterly of aforementioned point "D" and "F".

This easement contains 6.66 acres of land more or less.

Basis of Bearings: The west line of the southwest ¼ of the southeast ¼ of Section 12, Township 36 North, Range 49 East M.D.M. which bears North 00°29'25" East.

All as shown on attached Exhibit B, and hereby made a part of this description.

Prepared by Lawrence D. Larson, P.L.S.



*Lawrence D. Larson* 4/22/13



EXHIBIT B

Parcel Line Table		
Line #	Direction	Length
L1	N76° 51' 59"W	50.00
L2	S13° 08' 00"W	48.01
L3	S13° 08' 00"W	57.77
L4	S40° 22' 47"E	204.89
L5	S25° 57' 05"E	527.17
L6	S12° 51' 41"E	107.37
L7	S19° 41' 39"E	258.03
L8	S10° 47' 29"W	440.27
L9	S17° 12' 22"W	1091.46
L10	S16° 02' 35"W	374.02
L11	N64° 36' 57"E	275.64
L12	N75° 04' 33"E	214.79
L13	S82° 00' 21"E	210.90
L14	N4° 38' 46"E	75.00
L15	S75° 23' 56"E	709.81
L16	S69° 17' 01"E	102.54
L17	S68° 38' 45"E	48.00



6100 NEIL RD.  
RENO, NV 89511  
775-834-4011

EXHIBIT MAP  
BARRICK GOLDSTRIKE INC.  
EASEMENT  
A.P.N. 004-030-19

SEC. 20 & 29, T. 36 N., R. 50 E., M.D.M.  
EUREKA COUNTY NEVADA

4/19/2013

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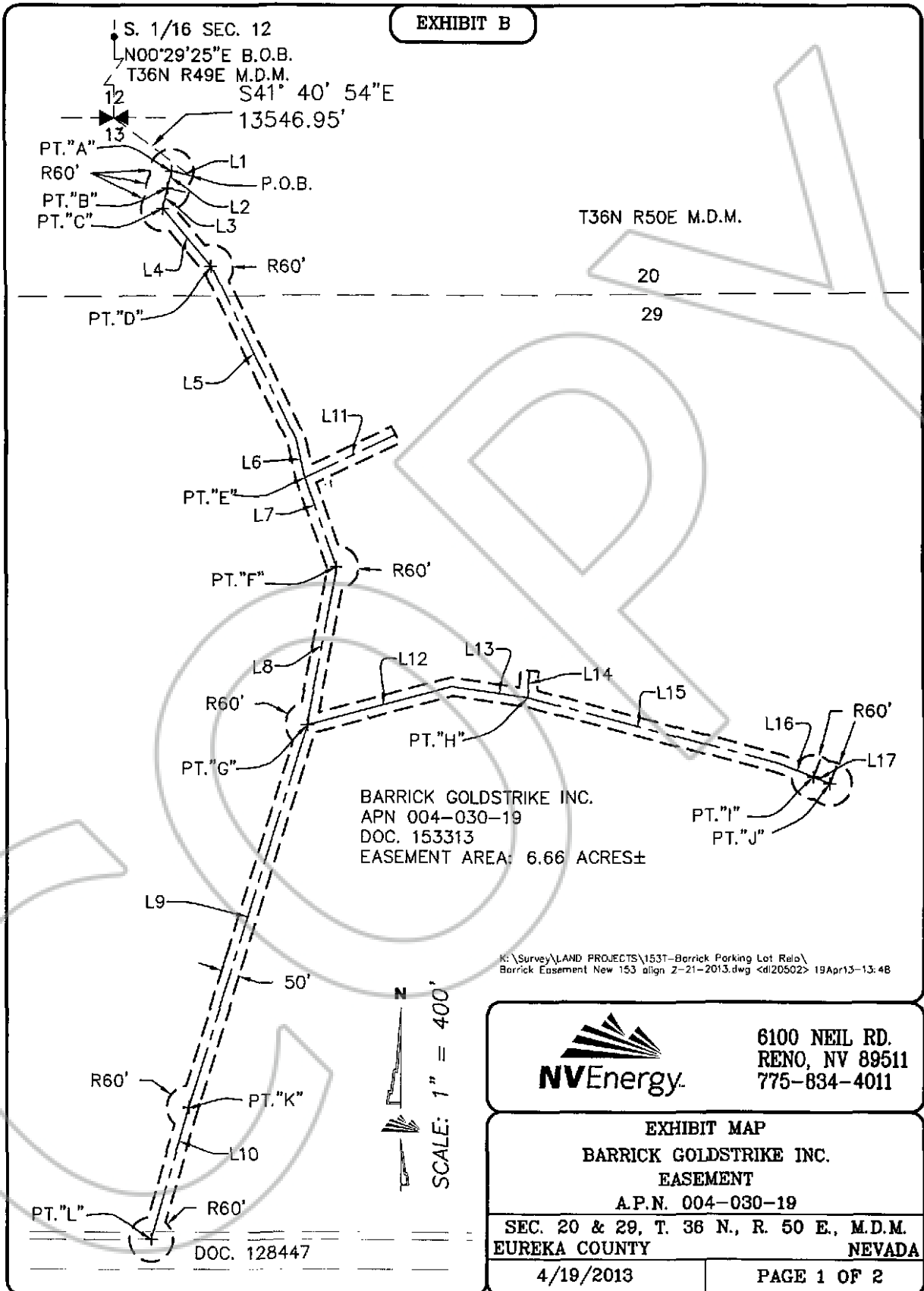
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EXHIBIT B



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