

**DOC # 0227245**

04/21/2014 01:22 PM

**Official Record**

Recording requested By  
NV ENERGY

Eureka County - NV

Mike Rebaleati - Recorder

Fee \$22.00

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RPTT:

Recorded By: LLH

Book- 565 Page- 0009

RECORDING REQUESTED BY:

**NV Energy**

WHEN RECORDED RETURN TO:

**NV Energy**

**Property Services (S4B20)**

**P.O. Box 10100**

**Reno, NV 89520**



0227245

C30-

APN 004-030-19


WORK ORDER # LR8866LLRG, LR8406LLR2, LR8856LLC2

Grant of Easement for Electric

Grantor : 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  
Right of Way Agent

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 to, Sierra Pacific Power Company a Nevada corporation, d/b/a NV Energy ("Grantee"), its successors and assigns, a perpetual right and nonexclusive 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 other routes reasonably designated in writing by Grantor from time to time across Grantor's property;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and on, over and across routes reasonably designated in writing by Grantor from time to time; 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 Utility Facilities in the Easement Area. Grantee shall remove and dispose of any all brush, trees, timber or other debris cleared by Grantee. 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) and otherwise constructed by Grantor following the date hereof (as provided below) is exempt from removal without prior written consent of Grantor.

Grantee will be responsible for any damages to Grantor's property proximately caused by Grantee's activities on the Easement Area. However, this paragraph does not apply to, and



Grantee is not responsible for, any damages caused to the extent 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. 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 materially interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's standard electrical practices, and the National Electrical Safety Code.

Grantee shall comply and ensure that Grantee's contractors, agents and employees comply with all applicable laws, codes, ordinances, permits, governmental rules and regulations relative to the Utility Facilities and use of the Easement Area.

Grantee, with reasonable written notice from Grantor, shall relocate the Utility Facilities constructed pursuant to this Grant of 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.

DATED as of ~~March~~ <sup>April</sup> 17, 2014.

GRANTOR:

BARRICK GOLDSTRIKE MINES, INC.

GRANTEE:

SIERRA PACIFIC POWER COMPANY A  
NEVADA CORPORATION, D/B/A NV  
ENERGY

By: 

Name: Blake L. Meason

CFO

Its: \_\_\_\_\_

By: 

Name: MATT GENGRICH

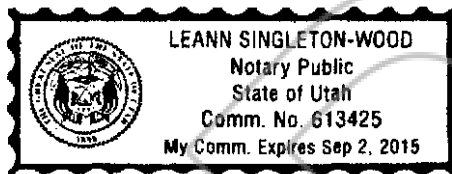
Its: MANAGER PROPERTY SERVICES

STATE OF Utah )  
 )  
COUNTY OF Salt Lake )

This instrument was acknowledged before me on March 18, 2014 by Blake Masomas CFO of Barrick Goldstrike Mines Inc.

LeAnn Singleton-Wood  
Signature of Notarial Officer

Seal Area



STATE OF NEVADA )  
 )  
COUNTY OF WASHOE )

This instrument was acknowledged before me on April 17, 2014 by Matt Gingrich as Manager, Property Services of Sierra Pacific Power Company a Nevada corporation, d/b/a NV Energy.

[Signature]  
Signature of Notarial Officer

Seal Area





**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°51'58" West, 50.00 feet to a point hereinafter referred to as Point "A";

THENCE South 13°08'02" West, 48.00 feet as Point "B";

THENCE South 13°07'58" 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°44'55" West, 449.62 feet to a point hereinafter referred to as Point "G";

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THENCE South 17°15'23" West, 1102.28 feet to a point hereinafter referred to as Point "H";

THENCE South 16°02'35" West, 353.94 feet to a point hereinafter referred to as Point "I" 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 73°38'31" East, 243.30 feet;

THENCE North 86°40'51" East, 375.93 feet to a point hereinafter referred to as Point "J";

THENCE South 75°06'40" East, 710.56 feet;

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

THENCE South 68°38'45" East, 48.00 feet to a point hereinafter referred to as Point "L"

THENCE North 21°21'15" East, 50.00 feet 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 "J";

THENCE North 4°47'08" East, 96.48 feet to the terminus of this easement.

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

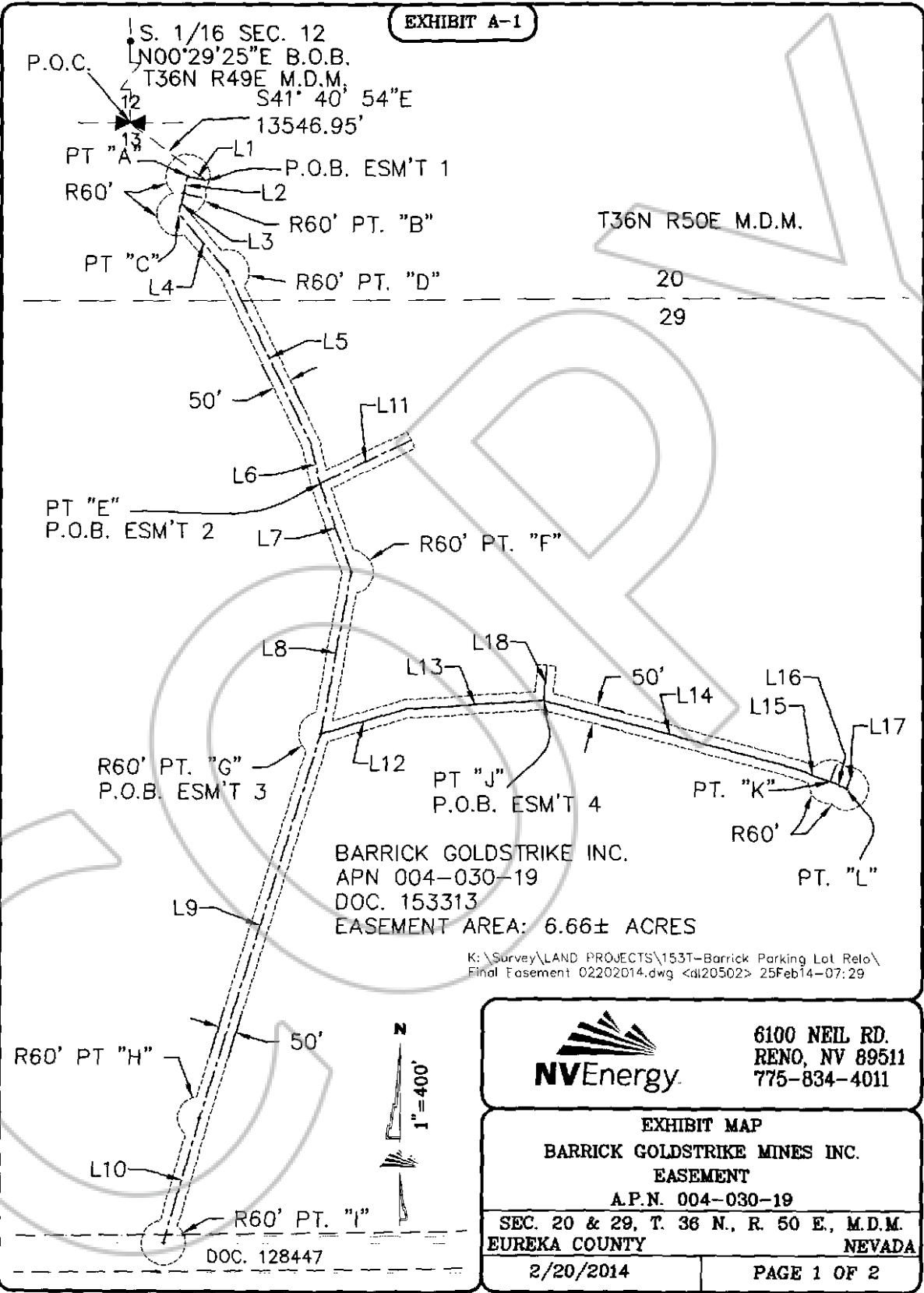
All as shown on attached Exhibit A-1, and hereby made a part of this description.

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



*Lawrence D. Larson* 3/3/2014

**EXHIBIT A-1**



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

**EXHIBIT MAP  
 BARRICK GOLDSTRIKE MINES INC.  
 EASEMENT  
 A.P.N. 004-030-19  
 SEC. 20 & 29, T. 36 N., R. 50 E., M.D.M.  
 EUREKA COUNTY NEVADA**

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EXHIBIT A-1

Parcel Line Table		
Line #	Direction	Length
L1	N76° 51' 58"W	50.00
L2	S13° 08' 02"W	48.00
L3	S13° 07' 58"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° 44' 55"W	449.62
L9	S17° 15' 23"W	1102.28
L10	S16° 02' 35"W	353.94
L11	S64° 36' 57"W	275.64
L12	N73° 38' 31"E	243.30
L13	N86° 40' 51"E	375.93
L14	S75° 06' 40"E	710.56
L15	S69° 17' 01"E	102.54
L16	S68° 38' 45"E	48.00
L17	N21° 21' 15"E	50.00
L18	N4° 47' 08"E	96.48



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

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

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

2/20/2014

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K:\Survey\LAND PROJECTS\153T-Barrick Parking Lot Relo\  
Final Easement 02202014.dwg <dl20502> 25Feb14-07:29



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