

RECORDING REQUESTED BY:

NV Energy

WHEN RECORDED RETURN TO:

NV Energy

Land Resources (S4B20)

P.O. Box 10100

Reno, NV 89520

DOC # 0231323

05/16/2016

08:41 AM

Official Record

Recording requested By
NV ENERGY

Eureka County - NV

Sara Simmons - Recorder

Fee: \$20.00

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RPTT:

Recorded By: LH

Book- 590 Page- 0346



0231323

C30- 25019

APN 004-020-38; 004-020-40

WORK ORDER # TLB033LTRN

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)

Nathan Hastings

Senior Right of Way Agent

APN: 004-020-38 & 004-020-40 (Eureka County)

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 May 3, 2016.

GRANTOR:

BARRICK GOLDSTRIKE MINES, INC.


GRANTEE:

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

By: 

Name: **Paul D. Judd**
CFO & Tax Director

Its: _____

By: 

Name: MATT BEN-GORICH

Its: MANAGER LAND RESOURCES



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STATE OF Utah)
COUNTY OF Salt Lake)

This instrument was acknowledged before me on April 25, 2016 by Paul D. Judd as
CEO / Tax Director of Barrick Goldstrike Mines Inc.

Jana Kay Stafford
Signature of Notarial Officer



STATE OF NEVADA)
COUNTY OF WASHOE)

This instrument was acknowledged before me on May 3, 2016 by Matt Gingerich as
Manager, Land Resources of Sierra Pacific Power Company a Nevada corporation, d/b/a NV
Energy.

Nathan Hastings
Signature of Notarial Officer

Seal Area



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**EXHIBIT A
LEGAL DESCRIPTION
EASEMENT**

BARRICK GOLDSTRIKE MINES INC.
APN: 004-020-40 AND 004-020-38

A portion of Section 13, Township 36 North, Range 49 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:

COMMENCING at the North $\frac{1}{4}$ corner of said Section 13;

THENCE South $23^{\circ}49'21''$ East, 2399.31 feet to the center of an existing overhead power line and the POINT OF BEGINNING;

THENCE, along said power line, South $04^{\circ}47'44''$ East, a distance of 297.71 feet;

THENCE, along said power line, South $00^{\circ}32'24''$ East, a distance of 328.44 feet;

THENCE, along said power line, South $03^{\circ}07'29''$ East, a distance of 642.39 feet;

THENCE, along said power line, South $17^{\circ}32'27''$ East, a distance of 827.47 feet to a point hereinafter referred to as Point "A";

THENCE, along said power line, South $47^{\circ}57'05''$ East, a distance of 147.49 feet to the terminus of this description.

TOGETHER with an area of up to 60 feet southwesterly of aforementioned point "A".





Sidelines of above easements to be shortened or extended to meet at angle points and end in the southerly sideline of the easement described in Document 0227016 as recorded in the Official Records of Eureka County on February 28, 2014 to the north.

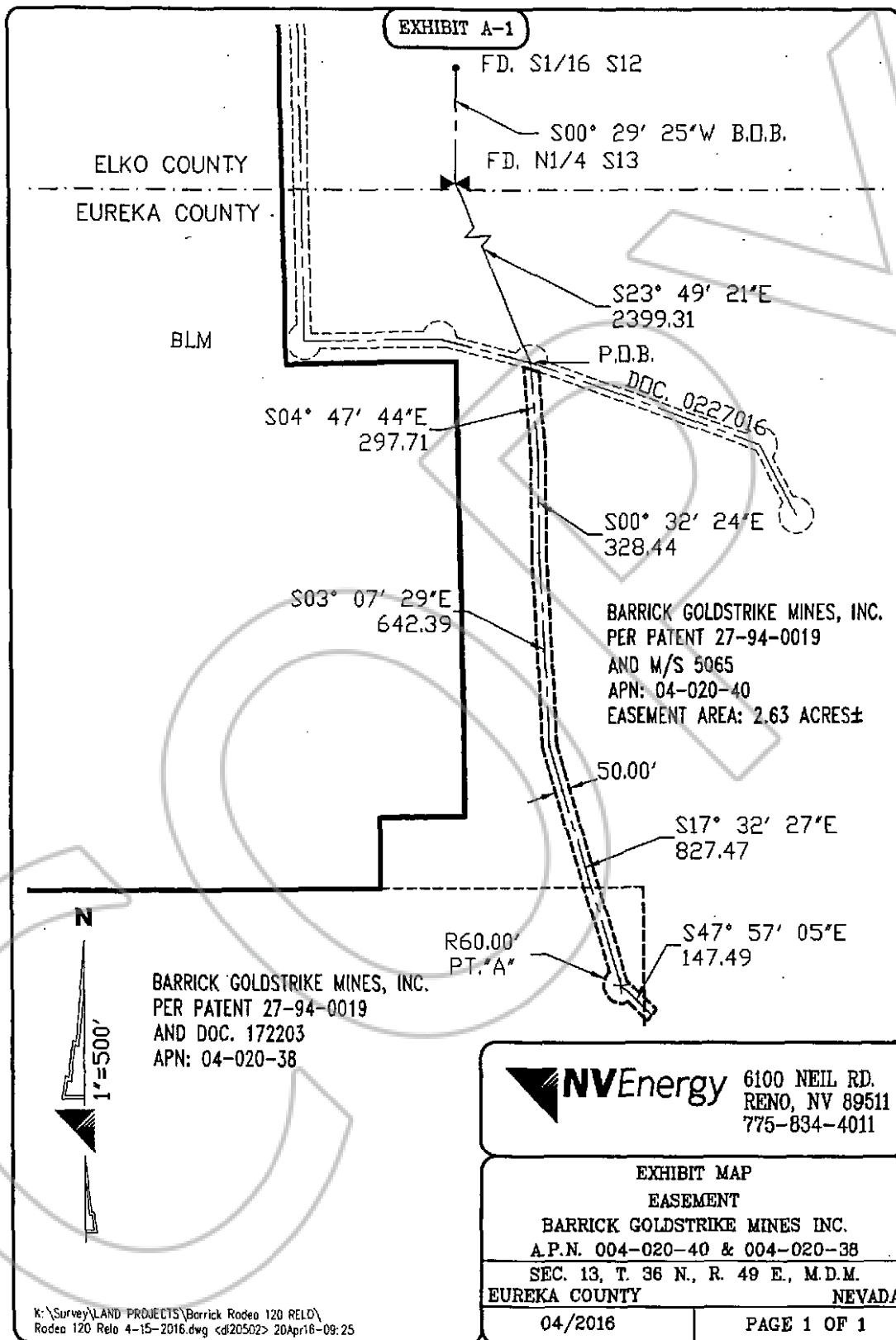
Area of this easement is 2.63 acres of land, more or less.

Basis of Bearings: The west line of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 12, Township 36 North, Range 49 East M.D.M. which bears South $00^{\circ}29'25''$ West.

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

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





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