

Richmond Eureka Mining Co. et.al,)
to)
Bell Telephone Company of Nevada.)

Right of Way.

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, the undersigned, hereinafter referred to as "Grantor," hereby grant to BELL TELEPHONE COMPANY OF NEVADA, a corporation, its successors and assigns, hereinafter referred to as "Grantee," a right of way over, across, upon and under the hereinafter described real property, with the right from time to time to construct, place, inspect, maintain, repair, replace, use, operate and patrol thereon, therein and thereunder aerial and underground wires, cables and other electrical conductors with associated poles, conduits, manholes, marker posts above ground, and other appurtenances.

Said real property is situated in the County of Eureka, State of Nevada, and described as follows:

Blocks 8, 9, 109 and 110 of THE TOWNSITE OF EUREKA, according to the Map thereof approved by the United States Land Office on November 19, 1937, and on file in the Office of the Recorder of Eureka County, Nevada.

Said right of way is a strip of land twenty (20) feet in width, ten (10) feet on each side of the hereinafter described centerline, except at those locations where it is necessary to construct, locate and install guys with anchorage, then said right of way is to include said

guys and anchors which are not to be constructed beyond a maximum distance of twenty-five (25) feet from said centerline: Commencing at a point on the East line of said Block 110, from which, the Northwest corner of Section 24, Township 19 North, Range 53 East, M.D.B.&M., bears North 47° 22' 22" West, a distance of 1,797.97 feet, more or less; and running thence North 26° 48' 07" West, a distance of 833.86 feet to a point on the North line of said Block 8, from which point, the Southwest corner of Block 9 of said Eureka Townsite, bears South 81° 27' West, a distance of 3.78 feet, more or less.

It is expressly understood, however, that surface rights only are herein involved and that Grantor reserves unto itself, its successors and assigns, and excepts from the hereby granted right of way any and all minerals mineral deposits, mineral oils and natural gases of every kind and nature.

Grantor hereby expressly reserves the right to carry on mining operations upon and within the aforesaid right of way in common with the remainder of said described real property. Grantee, by its acceptance of this grant, expressly agrees as follows:

(1) That in the event any of its facilities should interfere with such mining operations of Grantor, then and in that event, Grantee, at its own expense, within ninety (90) days after receiving written notice from Grantor so to do, shall make whatever adjustments in said facilities as are required to eliminate such interference, provided that Grantor shall execute and deliver to Grantee a grant of right of way in such new locations across Grantor's real property as may be necessary to effect such rearrangements, and provided further that if such rearrangements cannot be performed within said ninety (90) day period, Grantee shall make temporary rearrangements of said facilities sufficient to permit the performance of Grantor's operations.

(2) That Grantee shall have no rights, claims or demands against Grantor by reason of any loss or damage to its facilities arising out of ground movement as a result of Grantors mining operations.

(3) That Grantee will indemnify Grantor against any liability resulting from negligence of Grantee.

Grantee is also granted the right to clear said right of way and to keep the same clear of trees, shrubs, bushes or vines, or any parts thereof, or any foliage, or structures and fire hazards, and the right to remove dangerous trees, brush and undergrowth, if any, located within a distance of ten (10) feet on each side of said right of way.

Grantee, its contractors, agents, employees and servants shall at all times have the right of ingress to and egress from said right of way with the specific understanding that Grantee shall be responsible for any property damage suffered by Grantor caused by Grantee's exercise of the rights herein granted.

Grantee is also granted the right from time to time to increase or decrease the size, weight or number and to change the type, character and position of any of said wires, cables, electrical conductors, poles, conduits, manholes, marker posts, and appurtenances which may be constructed or installed in, upon or under the right of way hereby granted.

This grant is subject to consent of Eureka Corporation Limited, assignee of lease dated June 30, 1937, from grantor to W. F. James, assigned to Eureka Corporation Limited July 17, 1937.

IN WITNESS WHEREOF, Grantor has executed this grant this 7th day of January, 1948.

RICHMOND-EUREKA MINING COMPANY, Grantor

By M. H. Kuryla
Vice President
and Francis Fiske
Secretary.

WITNESS: A. A. Duclos

COMMONWEALTH OF MASSACHUSETTS)
County of Suffolk) SS

On this 7th day of January, A.D. 1948, personally appeared before me, George W. White, a Notary Public in and for Suffolk County, M. H. Kuryla, known to me to be the Vice President of the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Suffolk the day and year in this certificate first above written.

(Notarial Seal)

George W. White
George W. White
Notary Public in and for the
County of Suffolk,
Commonwealth of Massachusetts.

Eureka Corporation Limited

Extract from Minutes of Meeting of the Directors of
Eureka Corporation Limited held in Toronto, Ontario, on
February 23/45.

"Authorization to Sign Agreements

The President stated that it would be necessary to acquire additional claims to round out the property of the Company in Nevada and that it would be desirable to have one person authorized to sign on behalf of the Company in such negotiations. It was also desirable that he should have authority to sign for the Company in negotiations dealing with Governmental Boards, or any contracts dealing with the development of the Company's claims.

" On motion duly seconded and unanimously carried, it was resolved that Mr. George W. Tower and/or Mr. George W. Mitchell be and they are hereby authorized to sign agreements on behalf of this Company in dealing with Governmental Boards in the United States or in any dealings covering the acquisition of mining claims or any contracts in connection with the development of the Company's mining claims."

CERTIFIED a true extract from the Minutes of the above mentioned Meeting of Directors.
Dated at Toronto, Ontario, this Thirteenth day of March, 1945. (SEAL)

/s/ W. B. Malone
W. B. Malone, Secretary

I certify that this a true copy of the extract from the Minutes of the Meeting of the Directors of Eureka Corporation Limited held in Toronto, Ontario, on February 23, 1945 affixed with Corporate Seal.

(Notarial Seal)
My Commission Expires
July 24, 1951.

A. J. O'Connell
Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, hereby consents to the granting of the within and foregoing right of way, dated 7th Jan. 1948, and subordinates thereto and to the rights of BELL TELEPHONE COMPANY OF NEVADA thereunder that certain Lease dated the 30th day of June, 1937, and recorded in the office of the County Recorder of the County of Eureka, State of Nevada, in Book E of Miscellaneous Records, at page 488 executed by Richmond-Eureka Mining Company to W. F. James, assigned to Eureka Corporation Limited on July 17, 1937, recorded in Book E of Miscellaneous Records at pay 493. Records of Eureka County, on August 29, 1947.

IN WITNESS WHEREOF, the undersigned has executed this consent and subordination this 22

day of Jan., 1948.

EUREKA CORPORATION LIMITED

By Geo. W. Mitchell

WITNESS:

Estelle L. Hill

Recorded at the request of Geo. W. Mitchell Jan. 23 A.D. 1948 At 40 minutes past 3 P.M.

Peter Merialdo-----Recorder.