

RIGHT-OF-WAY GRANT AND AGREEMENT

(Pipe Line)

THIS AGREEMENT AND GRANT made this 28<sup>th</sup> day of April, 1965, between ROY L. ASH and CHARLES B. THORNTON of Beverly Hills, California, hereinafter referred to as "Grantors", and NEWMONT EXPLORATION LIMITED, a Delaware corporation, doing business and entitled to do business in the State of Nevada, hereinafter referred to as "Grantee",

W I T N E S S E T H:

WHEREAS, Grantors are the owners of the surface rights and portions of the mineral rights in Section 21, Township 35 North, Range 50 East, M.D.B. & M., County of Eureka, State of Nevada, and

WHEREAS, Grantee is engaged in developing a mining operation on other lands in the general vicinity of said Section 21, and erecting a milling plant in Section 14, Township 35 North, Range 50 East, and

WHEREAS, Grantee is desirous of securing from Grantors a right-of-way for a water pipe line across the northwest portion of said Section 21, and to secure rights incidental thereto, and

WHEREAS, Grantors have by agreement dated the 19th day of February, 1965, agreed to make such a right-of-way grant;

NOW, THEREFORE, THIS INDENTURE WITNESSETH as follows:

In consideration of Ten Dollars (\$10.00) this day in hand paid by Grantee to Grantors, receipt whereof is hereby acknowledged, and the covenants on the part of the

Grantee hereinafter contained, Grantors hereby give and grant the following rights and privileges:

(a) The right, for the purpose of conveying water from a well or wells to Grantee's mining and milling operations, to lay, maintain and use through and under a portion of said Section 21 a line of water pipe of such dimensions as Grantee sees fit but not exceeding twelve (12) inches in diameter across the northwest corner of said Section 21, Township 35 North, Range 50 East, M.D.B. & M., County of Eureka, State of Nevada, as shown outlined in red on the sketch hereto attached, and which sketch is made a part hereof and marked Exhibit A, which right-of-way is more particularly described as follows:

Commencing at a point on the center line of said right-of-way lying on the western boundary of said Section 21, which point bears South  $0^{\circ}06'40''$  West 29.72 feet from the northwest corner of said Section 21, thence extending across the northwesterly portion of said Section 21 on bearing North  $75^{\circ}58'48''$  East 153.45 feet to where said center line intersects the north line of said Section 21.

(b) Grantee is also granted the right to build all proper and usual accessories in order that said line of pipe shall be laid below the surface and no unnecessary damage shall be done to the premises and upon completion of said work the Grantee agrees to restore the surface as near as may be practicable to its present condition.

(c) Grantors further grant to Grantee the right

and privilege to enter upon said right-of-way for the purpose of ingress and egress thereto and therefrom for the purpose of repairing and renewing said pipe line as occasion may require, the surface to be thereafter restored as above provided.

The easements and rights herein granted shall be appurtenant to the milling plant of Grantee and shall continue to but shall expire when said milling operations in Section 14, Township 35 North, Range 50 East, M.D.B. & M., are abandoned.

IT IS MUTUALLY AGREED by the parties to this grant and easement that Grantee, upon the <sup>final</sup> cessation of its milling operations in Section 14, Township 35 North, Range 50 East, M.D.B. & M., shall execute a quitclaim deed regarding the easements and rights granted Grantee hereinabove; or at the option of Grantors, Grantors may execute and record a "Notice of Cessation of Use" which shall state that it shall become a copy and notice of recording thereof have been given to Grantee effective thirty (30) days after ~~xxxxxx~~ unless a notice of objection is executed and recorded by Grantee within the above thirty (30) day period.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and grant the day and year first above written.

Roy L. Ash  
Roy L. Ash

Charles B. Thornton  
Charles B. Thornton

Grantors

NEWMONT EXPLORATION LIMITED

By R.B. Fulton, Vice President  
Grantee

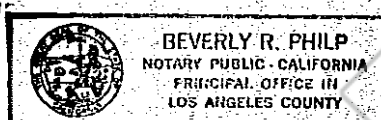




STATE OF California )  
COUNTY OF Los Angeles ) ss.

On this 28th day of April, 1965, personally appeared before me, a notary public in and for the County and State aforesaid, ROY L. ASH, personally known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same 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 the day and year in this certificate first above written.



Beverly R. Philp  
Notary Public

BEVERLY R. PHILP

My Commission Expires: My Commission Expires Sept. 28, 1966

STATE OF California )  
COUNTY OF Los Angeles ) ss.

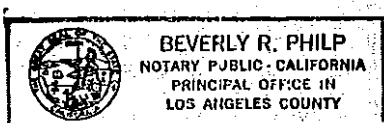
On this 28th day of April, 1965, personally appeared before me, a notary public in and for the County and State aforesaid, CHARLES B. THORNTON, personally known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Beverly R. Philp  
Notary Public

BEVERLY R. PHILP

My Commission Expires: My Commission Expires Sept. 28, 1966



STATE OF New York )  
COUNTY OF New York ) ss.

On this 13<sup>th</sup> day of May, 1965, before me, the undersigned, a notary public in and for the County and State aforesaid, personally appeared R. B. Fulton, personally known to me to be the Vice President of the corporation that executed the foregoing instrument, and upon oath did depose and say 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 signature to said instrument was made by the officer of said corporation as indicated after said signature, 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 said County and State the day and year in this certificate first above written.

Charlotte Anger  
Notary Public

My Commission Expires: March 30, 1966

CHARLOTTE ANGER  
Notary Public, State of New York  
# 41-5085375  
Qualified in Queens County  
Certified in New York County  
Term Expires March 30, 1966



HOE  
ALABAMA 1900  
MAY 1900

20 SCALE



NW COR. SEC. 21  
N 0° 51' 07" W  
150.86'

N 0° 51' 07" W

150.86'

8" WATER PIPELINE  
N 78° 58' 12" E  
153.95'

0.18 AC More or Less

TS

SEC. 21, T. 35 N.; R. 50 E.; M. D. B. & M.

SKETCH - SHOWING 8" WATER PIPELINE ACROSS THE  
NW COR. OF SEC. 21, T. 35 N.; R. 50 E.; M. D. B. & M.  
OWNED BY TS RANCH.

Aug. 1964

M.N.W.

Expl. 1.1A

File No. 40902  
RECORDED AT THE REQUEST OF  
William J. Forman  
June 8 A. D. 1965  
At 52 minutes past 11 A. M.  
in Book 7 of OFFICIAL RECORDS  
Page 398-404 Records of  
EUREKA COUNTY, NEVADA  
W. A. [Signature] Recorder  
Fee \$ 5.05