

RIGHT-OF-WAY GRANT AND AGREEMENT
(Road)

THIS AGREEMENT AND GRANT made this 28th 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 a portion of the mineral rights in certain sections of land situate in Township 35 North, Range 51 East, M.D.B. & M., Township 34 North, Range 51 East, M.D.B. & M., and Township 35 North, Range 50 East, M.D.B. & M., County of Eureka, State of Nevada, which lands are shown by hatch marks on Exhibit A attached hereto, and

WHEREAS, Grantee is engaged in developing a mining operation centering in Section 14, Township 35 North, Range 50 East, and in erecting a milling plant in said Section 14, and

WHEREAS, Grantee has been using and desires an easement to use and maintain that certain road which traverses such lands above described as approximately shown on Exhibit A attached hereto, and

WHEREAS, Grantors have agreed by agreement dated the 19th day of February, 1965, to convey to Grantee an easement to use and maintain said road and to use certain adjacent lands, all as hereinafter set forth.

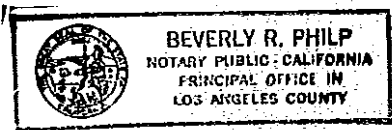
NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, to Grantors in hand paid by Grantee, and in consideration of the covenants herein contained, Grantors do hereby give and grant to Grantee the right and privilege to use that certain road delineated on Exhibit A attached hereto, beginning with the intersection of said road in Section 10, Township 34 North, Range 51 East, M.D.B. & M., with a road designated as the "Maggie Creek Road", and extending to Grantee's plantsite in Section 14, Township 35 North, Range 50 East, M.D.B. & M., all in the County of Eureka, State of Nevada, together with the right to use so much of the surface of the land adjacent to said road, not exceeding fifty (50) feet on either side of the road, as is needed to transport machinery and heavy equipment that might injure said road, and together with the right of Grantee to maintain, repair and restore said road to a condition equivalent to that when the oiled gravel surface of said road was originally installed.

The rights and easements herein granted shall remain in effect for so long as Grantee is carrying on its mining or milling operations in Section 14, Township 35 North, Range 50 East, M.D.B. & M., and

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

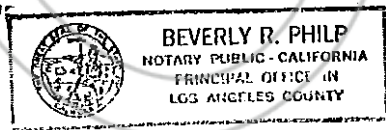
My Commission Expires: _____

BEVERLY R. PHILP
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

My Commission Expires: _____

BEVERLY R. PHILP
My Commission Expires Sept. 28, 1966

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

On this 13th 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

File No. 40903
 RECORDED AT THE REQUEST OF
William J. Forman
 June 8 A. D. 1965
 At 54 minutes past 11 A. M.
 In Book 7 of OFFICIAL RECORDS
 Page 405-409 Records of
 EUREKA COUNTY, NEVADA
William A. Miller Recorder
 Fee \$ 4.75

