

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, made this 14th day of October, 1965, by and between M. M. & S. EXPLORATION CO., a Nevada corporation, ARTHUR BLAKE THOMAS, CARDIFF INDUSTRIES, INC., a Utah corporation, GEORGE HADRABA and HARRY G. METOS, hereinafter collectively called "Owners", KERR-McGEE OIL INDUSTRIES, INC., a Delaware corporation, herein sometimes called "Kerr-McGee", (the said Owners and Kerr-McGee together herein are called "Grantors") and CARLIN GOLD MINING COMPANY, a Delaware corporation, hereinafter called "Grantee",

W I T N E S S E T H:

WHEREAS, the said Owners are the owners of, and Kerr-McGee is the lessee and optionee of, the following described unpatented lode mining claims, hereinafter called the "Claims", situate in the County of Eureka and State of Nevada:

Yellow Rose No. 8 and Yellow Rose No. 9, situate in Section 11, Township 35 North, Range 50 East, M.D.B.&M., shown on the map attached hereto, marked Exhibit "A"; and

WHEREAS, Grantee is engaged in mining and milling operations centering in Section 14, Township 35 North, Range 50 East, and desires to construct and maintain a road and ditch for the diversion of Sheep Creek, along a route hereinafter described, and to acquire from Grantors a right-of-way and easement for said purposes upon and across said Claims,

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee to Grantors, and in

consideration of the covenants and agreements herein contained, the said parties hereby agree to the following:

SECTION 1.

Grantors hereby give and grant to Grantee the right, insofar as Grantors lawfully may grant the right, to construct, maintain and use the said road and ditch, for said purposes, upon and across that portion of the Claims included within the right of way described below, which portion of said Claims herein is called the "Premises".

The said right of way shall consist of the following described parts of the said Sections 11 and 14, in said County and State:

An area One Hundred feet (100') in width extending Fifty feet (50') on each side of the following described center line:

Beginning at a point on the south line of the Sheep Creek No. 1 which bears S 49° 32' 49" W 294.24 feet distant from the most easterly corner of the Sheep Creek No. 1 and which also bears N 32° 30' 06" W 1175.59 feet distant from the southeast corner of the said Section 11;

thence N 26° 06' 53" W	6.45 feet to a point;
thence N 21° 43' 37" E	49.76 feet to a point;
thence N 39° 22' 07" E	98.90 feet to a point;
thence N 69° 18' 07" E	124.45 feet to a point;
thence N 3° 49' 01" W	25.39 feet to a point;
thence N 31° 29' 50" W	147.21 feet to a point;
thence N 3° 22' 45" E	99.75 feet to a point;
thence N 12° 09' 23" W	195.62 feet to a point;
thence N 80° 34' 49" W	46.38 feet to a point;
thence S 25° 53' 07" W	146.73 feet to a point;
thence S 34° 38' 07" W	99.01 feet to a point;
thence S 47° 10' 07" W	99.06 feet to a point;
thence S 71° 56' 37" W	149.42 feet to a point;
thence N 81° 45' 23" W	49.61 feet to a point;
thence N 72° 37' 53" W	298.55 feet to a point;
thence N 46° 32' 26" W	150.00 feet to a point;
thence S 86° 34' 34" W	50.00 feet to a point;
thence S 19° 53' 07" W	248.36 feet to a point;
thence S 43° 16' 07" W	49.86 feet to a point;
thence S 63° 01' 07" W	49.81 feet to a point;
thence S 71° 43' 07" W	99.49 feet to a point;

thence N 83° 23' 23" W 199.35 feet to a point;
 thence N 64° 46' 23" W 93.13 feet to a point;
 thence S 48° 32' 48" W 31.66 feet to a point;
 thence S 18° 08' 53" E 207.45 feet to a point;
 thence S 2° 52' 23" E 49.68 feet to a point;
 thence S 22° 26' 07" W 50.01 feet to a point;
 thence S 39° 42' 37" W 284.20 feet to a point;
 thence S 38° 21' 37" W 49.83 feet to a point;
 thence S 24° 16' 37" W 277.20 feet to a point;
 thence S 23° 46' 37" W 49.88 feet to a point;
 thence S 34° 38' 37" W 74.85 feet to a point;
 thence S 50° 56' 07" W 74.44 feet to a point;
 thence S 41° 45' 06" W 298.24 feet to a point;
 thence S 41° 33' 37" W 99.68 feet to a point;
 thence S 60° 30' 07" W 49.97 feet to a point;
 thence S 72° 57' 37" W 49.85 feet to a point;
 thence S 81° 13' 07" W 99.83 feet to a point;
 thence N 88° 54' 53" W 149.30 feet to a point;
 and
 thence N 79° 00' 53" W 49.97 feet to a point,

outside of the mining claims shown on the said
 Exhibit A, which point bears S 77° 12' 51" W
 411.51 feet distant from the 1/4 corner between
 the said Sections 11 and 14.

The said center line is further shown on the
 said Exhibit A.

The rights and easements herein granted shall remain
 in effect for so long as Grantee carries on its mining or
 milling operations in the said Section 14, and mining or
 exploratory activities appurtenant thereto, subject to the
 terms and provisions of this agreement.

SECTION 2.

This easement and right of way is granted insofar,
 only, as Grantors have the right to grant the same. Nothing
 herein contained shall be construed as a covenant for quiet
 enjoyment of the Premises, and Grantors make no warranties or
 representations concerning the Premises or the title thereto.
 As to Kerr-McGee, this agreement is made expressly subject to
 the leases and agreements under which Kerr-McGee holds its
 interests in the Premises.

SECTION 3.

Grantee shall conduct its construction, maintenance and use of said road and ditch on the Premises in a careful and workmanlike manner, and at all times shall conform to and comply with all applicable laws and regulations of governmental authority having jurisdiction over the same.

Grantee covenants and agrees that so long as this agreement remains in effect, all of the construction and maintenance of said road and ditch shall be performed by or under the direction of Grantee, at Grantee's sole cost and expense.

Grantee further covenants and agrees to indemnify and save harmless Grantors from and against any and all claims, liability and causes of action for injury to, or death of, persons, or damage to, or loss or destruction of property, in any manner arising out of, or resulting from, the construction, use, maintenance or repair of said ditch or road, excepting, however, the use of said road by Grantors.

SECTION 4.

Grantee shall connect the said road with existing roads going to the east, west and north of the said Claims.

Grantors, their agents, lessees and assigns, shall have the right to use any roads constructed by Grantee upon the above described right of way, for the purpose of ingress

to and egress from the said Claims and any other mining claims owned or controlled by Grantors in the vicinity of the said Claims.

SECTION 5.

If at any time Grantors, or any of said Grantors, deem it necessary or desirable to use the Premises for mining or other operations, and so notify Grantee by written notice, this agreement, and all of Grantee's rights hereunder, shall be terminated upon the date set forth in said notice, or, if no date is specified therein, upon the date on which said notice is mailed or delivered. Upon such termination, Grantee forthwith shall relocate said road and ditch to other lands, at Grantee's sole cost and expense, and Grantee shall leave the Premises in a neat and orderly condition.

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

M. M. & S. EXPLORATION CO.,
a Nevada corporation,

By _____

Arthur Blake Thomas

CARDIFF INDUSTRIES, INC., a Utah corporation,

By _____

George Hadraba

Harry G. Metos

KERR-McGEE OIL INDUSTRIES, INC.,
a Delaware corporation,

By [Signature] _____

GRANTORS

CARLIN GOLD MINING COMPANY, a ~~Nevada~~ Delaware corporation,

By [Signature] _____

(5)

GRANTEE.



Attest:

[Signature]
Asst. Secretary

STATE OF _____ }
COUNTY OF _____ } SS:

On this _____ day of _____, 1965, before me, the undersigned, a notary public in and for the County and State aforesaid, personally appeared _____, personally known to me to be the _____ of M. M. & S. EXPLORATION CO., one of the corporations 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 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.

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS:

On this _____ day of _____, 1965, personally appeared before me, a notary public in and for the County and State aforesaid, ARTHUR BLAKE THOMAS, 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.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 1965, before me, the undersigned, a notary public in and for the County and State aforesaid, personally appeared _____, personally known to me to be the _____ of CARDIFF INDUSTRIES, INC., one of the corporations 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 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.

Notary Public

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 1965, personally appeared before me, a notary public in and for the County and State aforesaid, GEORGE HADRABA, 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.

Notary Public

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 1965, personally appeared before me, a notary public in and for the County and State aforesaid, HARRY G. METOS, 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.

Notary Public

STATE OF Alabama)
COUNTY OF Alabama) ss:

On this 14 day of October, 1965, before me, the undersigned, a notary public in and for the County and State aforesaid, personally appeared J. C. Taylor, personally known to me to be the Vice President of KERR-MCGEE OIL INDUSTRIES, INC., one of the corporations 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 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.



My Comm Expires 9-14-69 Ernestine Robinson
Notary Public

STATE OF New York }
COUNTY OF New York } SS:

On this 8th day of December, 1965, before me, the undersigned, a notary public in and for the County and State aforesaid, personally appeared R.B. Muller, personally known to me to be the Vice President of CARLIN GOLD MINING COMPANY, one of the corporations 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 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.

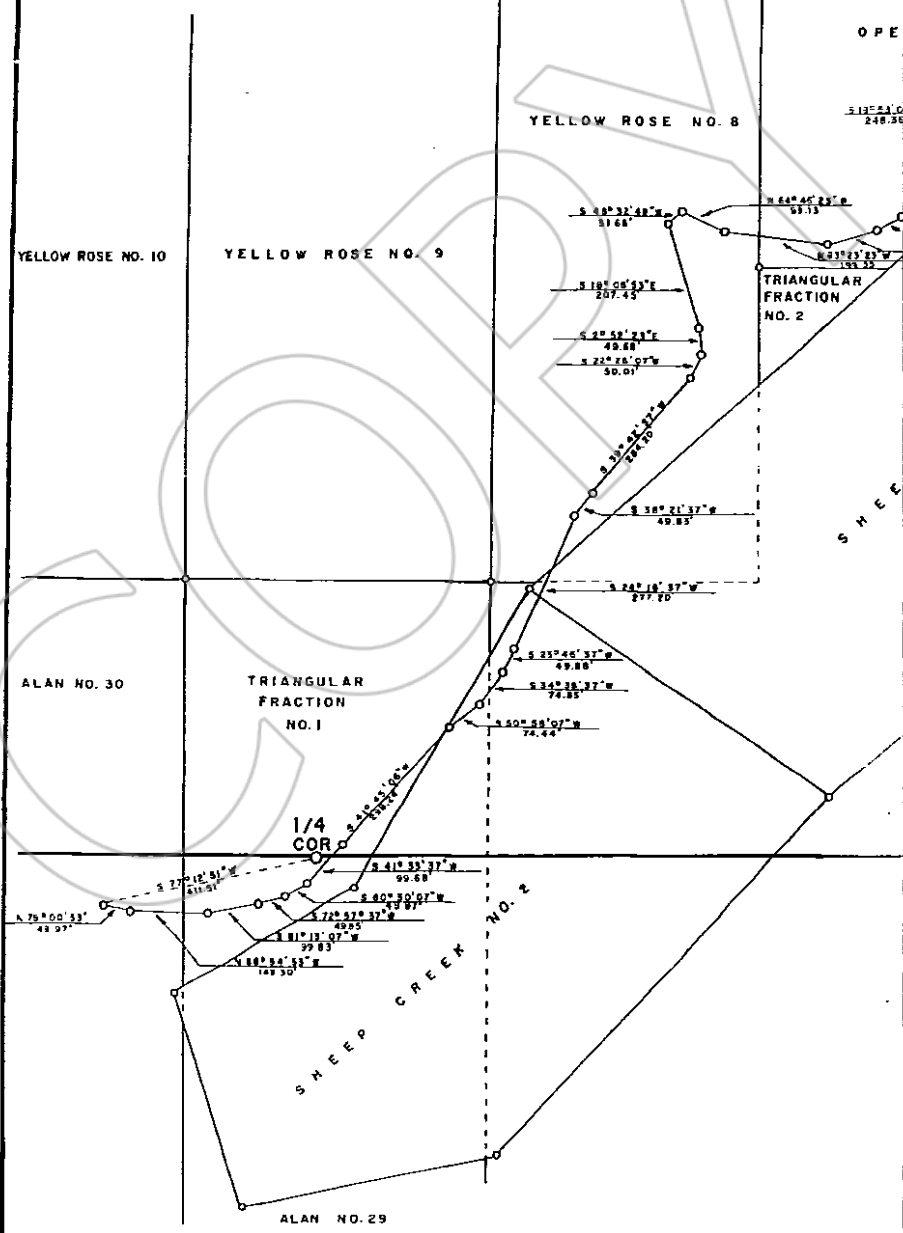
Winthrop T. Parker 3rd
Notary Public

WINTHROP T. PARKER 3rd
NOTARY PUBLIC, State of New York
No. 60-3019515
Qualified in Westchester County
Cert. filed in New York County
Commission Expires March 30, 1967





SCALE: 1"=200'



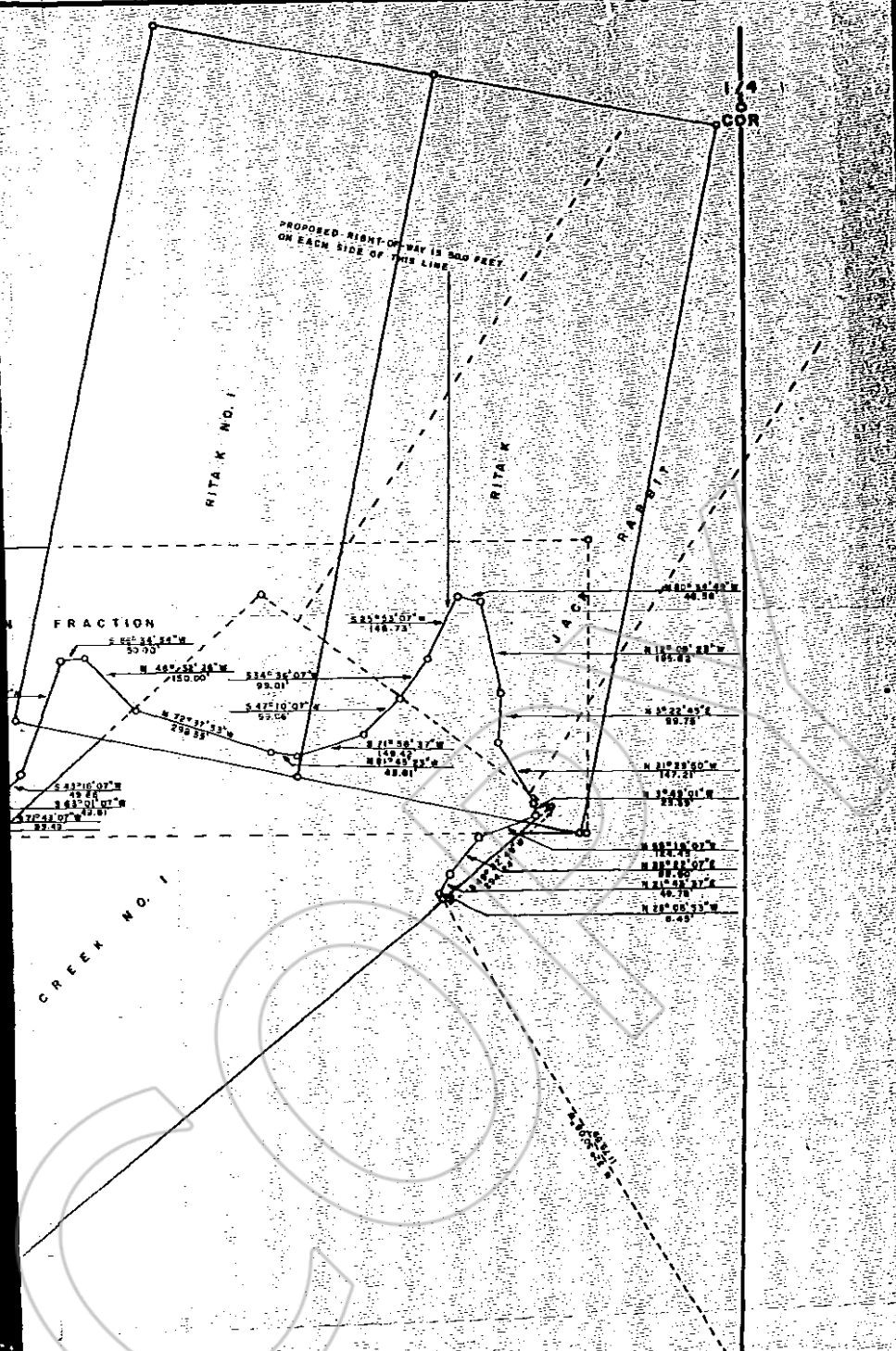


EXHIBIT A

CARLIN GOLD MINING COMPANY

PROPOSED RIGHT-OF-WAY

ACR 316

YELLOW ROSE NOS 888 OWNED BY M M B S EX-
 PLOICATION CO, ARTHUR BLAKE THOMAS, CARDIFF
 INDUSTRIES, INC, GEORGE HADRABA AND HARRY G METOS
 ANTHE SHEEP CREEK NO.1, SHEEP CREEK NO. 2,
 TRIANGULAR FRACTION NO.1, TRIANGULAR FRACTION NO.2
 OPEFRACTION AND JACK RABBIT (?) OWNED BY
 ROFON COALITION MINES LIMITED.

(UNPATENTED)

SECTIONS 11 B 14, T. 35 N., R. 50 E., M. D. B. & M.

M.H.
 D.C.

JULY 1965

11 12
 14 13

File No. 11576
 RECORDED AT THE REQUEST OF
 Carlin Gold Mining Co.
 Dec. 29 A. D. 1965
 At 06 minutes past 2A M.
 in Book 9 of OFFICIAL RECORDS
 Page 303-313 of
 FUREKA COUNTY, NEVADA
John A. Neff Recorder
 Fee \$ 7.00