

104511

GRANT OF EASEMENT

This GRANT OF EASEMENT, made June 1, 1986, by NEWMONT GOLD COMPANY, a Delaware corporation, formerly CARLIN GOLD MINING COMPANY, a Delaware corporation; ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation; NEWMONT EXPLORATION LIMITED (a/k/a Newmont Exploration, Ltd.), a Delaware corporation; and SNAKE RIVER CATTLE TRUCKING CO., an Idaho corporation, hereinafter referred to as Grantors; and WESTERN STATES MINERALS-JVI, a joint venture between Western States Minerals Corporation, a Utah corporation, and PanCana Minerals, Inc., a Colorado corporation, hereinafter referred to as Grantee.

RECITALS

WHEREAS, Grantors own or control private lands used for both mining and agricultural purposes, and unpatented mining claims located under the General Mining Law of 1872 (30 U.S.C. Sec. 22 et seq.) within Township 36 North, Range 49 East and Township 36 North, Range 50 East M.D.B. & M., Eureka County, Nevada, and

WHEREAS, Grantee desires to obtain the right to construct and maintain a powerline across certain of said lands, and Grantors are agreeable to granting Grantee such right.

AGREEMENT

NOW THEREFORE, for and in consideration of the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America, this day in hand paid by Grantee to the Grantors, receipt of which is hereby acknowledged, and other consideration, and subject to all the terms and conditions hereof, Grantors, and each of them, hereby grant and give to Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate, and maintain electric transmission lines together with necessary guys and anchors, supporting structures, insulators and crossarms, and other reasonably necessary appurtenances connected therewith, across, over and upon any and all of the lands now or hereafter owned or controlled by Grantors, or any of them, which lie within the right of way described in Exhibit A attached hereto and made a part hereof by this reference.

Reserving unto Grantors, its and their successors and assigns, the right to use the herein described lands which may be owned or controlled by Grantors, or any of them, for any and all purposes which will not unreasonably interfere with Grantee's enjoyment of the easement hereby granted, including without

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limiting the generality of the foregoing, the exclusive reserved right to explore for, extract, mine and remove all minerals and mineral ores therein of every kind and character, including, but not limited to, oil, natural gas, hydrocarbon substances, and geothermal steam, brines and minerals in solution, sand, gravel and aggregates, in and underlying said property.

IT IS FURTHER AGREED:

1. That Grantee, its successors and assigns, shall at all times have ingress to and egress from the easement granted herein by means of the Boulder Valley Road for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said power lines with the right to construct and maintain a roadway along the route of said power lines.
2. That the Grantee shall be responsible for any damage to persons, real property, personal property, improvements, buildings, fences or animals, suffered by Grantors or any third parties, or any of them, by reason of the construction, maintenance or operation of said lines; and that Grantee, its successors and assigns, shall save and hold Grantors, and each of them, harmless from all liability occasioned by such damage.
3. That the Grantee, its successors and assigns, shall have the right from time to time to remove or clear, and keep clear, any and all trees, underbrush, structures, or other obstructions upon said right of way, and such trees beyond the same as, in the judgement of Grantee, may interfere with or endanger said lines or appurtenances when erected.
4. Subject to the provisions of the paragraph next below, that the Grantors, and each of them, its lessees or licensees, may farm, cultivate, graze upon, or otherwise use the surface within the limits of the right of way which may be owned or controlled by Grantors, or any of them, provided that such use shall not interfere with, limit, or obstruct any subsequent exercise of the rights granted herein, and provided further that no building or other structure shall be erected within said right of way.
5. In the event Grantee, its successors or assigns, constructs a powerline upon the easement herein granted, and Grantor, or any of them, its or their

successors and assigns, subsequently locates a mineral deposit thereunder and desires to mine such deposit in a manner which would interfere with the powerline, Grantors shall make an alternative easement grant, at no cost to Grantee, its successors or assigns, as the case may be, and Grantee, its successors or assigns, as the case may be, shall be responsible for dismantling and removing the powerline from the easement granted hereinabove and the construction of the powerline upon the alternative grant and all costs incurred in connection therewith. The obligation of Grantee, its successors and assigns, to relocate the powerline at its expense shall be for the first requested relocation only; all subsequent relocations requested by Grantors, or any of them, shall be at the expense of the Grantor or Grantors making such relocation request. Grantors, and each of them, on behalf of themselves, their successors and assigns, hereby waive any and all rights they may have to request or require Grantee to pay for relocations of the powerline except as provided in this paragraph 5.

6. In the event that this grant, or any alternative grant, is made of record and said powerline is not constructed, or reconstructed as the case may be, within a two-year period thereafter, said grant shall lapse. In such event, Grantee, or its successors and assigns, shall execute and record any document deemed necessary by counsel for Grantors to remove any cloud of the grant on the property of Grantors, or any of them, or their successors and assigns.
7. That in the event of any conflict or inconsistency between the provisions of paragraph 5 above and the provisions of paragraph 15 of Section C of the certain Right-of-Way Grant, dated March 11, 1986, from the United States Bureau of Land Management to Western States Minerals Corporation, the provisions of paragraph 5 above shall govern and control as between the parties hereto, and their respective successors and assigns.
8. The parties recognize that, as of the date hereof, the United States Bureau of Land Management is conducting a Dependent Resurvey of Township 36 North, Range 50 East M.D.B.&M. In the event any survey reference point set forth in Exhibit A attached hereto is affected thereby in any manner, the parties agree to promptly amend, by a writing in recordable form, the description set forth in said Exhibit A.

IN WITNESS WHEREOF, Grantors have each executed these presents the day and year hereinabove first written.

GRANTORS:

NEWMONT GOLD COMPANY

By: [Signature]  
Its VICE PRESIDENT

ELKO LAND AND LIVESTOCK COMPANY

By: [Signature]  
Its PRESIDENT

NEWMONT EXPLORATION LIMITED

By: [Signature]  
Its \_\_\_\_\_

SNAKE RIVER CATTLE TRUCKING CO.

By: [Signature]  
Its Pres.

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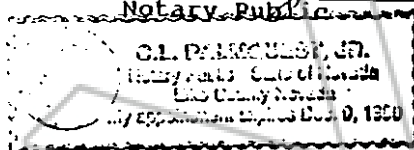
STATE OF NEVADA )  
 ) ss.  
COUNTY OF ELKO )

The foregoing instrument was acknowledged before me this 21st day of July, 1986 by CARMEN FIMIANI as VICE-PRESIDENT of Newmont Gold Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires: Dec 9, 1989

*C. L. Palomares*  
Notary Public



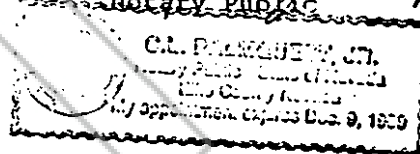
STATE OF NEVADA )  
 ) ss.  
COUNTY OF ELKO )

The foregoing instrument was acknowledged before me this 21st day of July, 1986 by CARMEN FIMIANI as PRESIDENT of Elko Land and Livestock Company, a Nevada corporation.

Witness my hand and official seal.

My commission expires: Dec 9, 1989

*C. L. Palomares*  
Notary Public



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF PIMA )

The foregoing instrument was acknowledged before me this  
23rd day of June, 1986 by John H. Johnson, Jr.  
as Vice President of Newmont Exploration, Ltd. a  
Delaware corporation.

Witness my hand and official seal.

My commission expires: 3-20-90

Carol Zaccagnini  
Notary Public



STATE OF Idaho )  
 ) ss.  
COUNTY OF Ada )

The foregoing instrument was acknowledged before me this  
7th day of August, 1986 by Robert Gehlbach  
as President of Snake River Cattle Trucking Co.,  
an Idaho corporation.

Witness my hand and official seal.

My commission expires: September 7 1991

William Gilmer Watson  
Notary Public



EXHIBIT A

to

GRANT OF EASEMENT

by Newmont Gold Company, Elko Land and Livestock Company, Newmont Exploration Limited, and Snake River Cattle Trucking Co. to Western States Minerals JV-1, dated June 1, 1986.

All that portion of the following described easement lying within the boundary lines of the lands of the Grantors herein:

An easement forty (40) feet in width, lying twenty (20) feet on each side of the following described center line:

Commencing at the point of beginning, from which Point A (defined below) bears South 03°49'00" West for a distance of 2,914.78 feet; thence North 89°58'00" West for a distance of 2,474.06 feet; thence North 45°17'00" West for a distance of 1,918.50 feet; thence North 63°19'00" West for a distance of 13,713.21 feet to the end point, from which end point the Northwest Corner of Section 22, Township 36 North, Range 49 East M.D.B.&M. bears North 49°40'00" West for a distance of 78.59 feet. For the purposes hereof, Point A is defined as that certain brasscap placed by Mark Chilton, Nevada Registered Land Surveyor #1404, 11.25 feet North 00°04'09" East of the certain Southwest Corner of Section 30, Township 36 North, Range 50 East M.D.B.&M. disclosed by the Record of Survey No. 2, filed the records of the County Recorder of Elko County, Nevada on September 16, 1970 as File No. 54489.

RECORDED AT REQUEST OF  
*Western States Mineral Corporation*  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REBELETTI, RECORDER  
FILE NO. 104511  
FEE \$ 11.00

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