

113543

QUITCLAIM DEED

THIS INDENTURE, made this 5th day of OCTOBER, 1987, between MILPARK DRILLING FLUIDS, a Texas general partnership, collectively referred to as party of the first part, and NEWMONT GOLD COMPANY, a Delaware corporation, party of the second part;

W I T N E S S E T H:

That the said party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby release and forever quitclaim unto the said party of the second part, and to the successors and assigns of the second party forever, all that certain real property situated in the County of Eureka, State of Nevada, to-wit:

Eisenman #1 - 18 Mill Sites
BLM Serial Nos. N-MC-189938-189955

Eisenman #19 - 42 Mill Sites
BLM Serial Nos. N-MC-207647-207670

TOWNSHIP 34 NORTH, RANGE 51 EAST, MDB&M

Section 2: Lots 2, 3, 4; S1/2NW1/4; W1/2SW1/3

TOGETHER WITH all buildings, shops, water wells, fixtures, and other improvements located on the above described real property, including without limitation Nevada Water Permit No. 42064; provided, however, that those assets listed on Exhibit A attached hereto belong to Milpark and Milpark shall remove such assets listed on Exhibit A on or before April 1, 1988.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns.

DELIVERY of this indenture is conditioned on the specific acceptance by the party of the second part, which acceptance is evidenced below, and by which acceptance the party of the second part agrees to undertake and assume any reclamation of the

BOOK 1 67 PAGE 303

millsite claims subject hereof in accordance with the terms imposed by the Bureau of Land Management, now or in the future. However, it is understood and agreed by the party of the first part that such assumption of reclamation by the party of the second part does not include the reclamation, recovery or reconditioning of any portion of the lands subject of this indenture occasioned by the usage or dumping of any hazardous, toxic or environmentally restricted substance or material on said premises prior to the date of this indenture.

IN WITNESS WHEREOF, the party of the first part has executed this conveyance the day and year first above written.

MILPARK DRILLING FLUIDS, a
Texas General Partnership

By: Thomas E. Eisenman
Name: THOMAS E. EISENMAN
Title: V.P. Minerals & Materials

NEWMONT GOLD COMPANY, a
Delaware Corporation

By: Robert L. Mergo
Name: Robert L. Mergo
Title: Executive Vice President
and General Manager

STATE OF TEXAS §
COUNTY OF HARRIS §

On October 8, 1987, personally appeared before me, a Notary Public, THOMAS E. EISENMAN, known to me to be the person whose name is subscribed above, a duly qualified and acting officer of Milpark Drilling Fluids, who acknowledged to me that he executed the foregoing instrument in that capacity.

Julie G. Abd Costa
NOTARY PUBLIC
Expire 5/27/91

