

157971

**SPECIAL WARRANTY DEED**

The Atchison, Topeka & Santa Fe Railway Company, a Delaware corporation ("grantor"), for consideration paid, grants, gives, bargains, sells, and conveys to Santa Fe Pacific Gold Corporation, a Delaware corporation ("grantee"), whose address is 6200 Uptown Boulevard N.E., Suite 400, Albuquerque, New Mexico 87110, all that real property situated in Eureka County, Lander County, and Humboldt County, State of Nevada, more particularly described in Annex 1 attached hereto (the "granted premises"), subject to those matters expressly set forth following the description thereof (the "exceptions").

grantor, for itself and its successors, covenants with grantee, its successors and assigns, that the granted premises are free from all encumbrances made by grantor or any Affiliate, and that grantor will, and its successors shall, warrant and defend the same to grantee, its successors and assigns, forever against the lawful claims and demands of all persons claiming by, through or under grantor or any Affiliate, but against none other, provided that any exceptions are excluded from this warranty. To the extent this covenant covers "encumbrances made by" and "lawful claims and demands of all persons claiming by, through or under" grantor or any Affiliate, the covenant is expressly limited to the period of time that grantor or any Affiliate was an owner of record of the granted premises or any interest therein.

As used in this Special Warranty Deed, the term "Affiliate" shall mean with respect to grantor, any person or entity, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with grantor. The term "control", as used in the immediately preceding sentence, means, with respect to grantor, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person or entity. For the purpose of

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this definition, an Affiliate includes not only present Affiliates but former Affiliates during the period of time each was an Affiliate.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of the 3<sup>rd</sup> day of April, 1995.

THE ATCHISON, TOPEKA & SANTA FE RAILWAY

BY

Russell E. Hagberg  
Senior Vice President and  
Chief of Staff

THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY

STATE OF ILLINOIS

COUNTY OF COOK

On April 3, 1995, personally appeared before me, a notary public, Russell E. Hagberg, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument as the Senior Vice President and Chief of Staff of The Atchison, Topeka & Santa Fe Railway Company, a Delaware corporation.

*Russell E. Hagberg*  
Notary Public

My Commission expires: \_\_\_\_\_

OFFICIAL SEAL  
LOIS M. MELKOVITZ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/24/96

276371

( S E A L )

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ANNEX 1

The following lands situated in Eureka County, Nevada:

T 32N, R 48E

Section 13: NW/4 NE/4, W/2 SW/4, N/2 NW/4, SW/4 NW/4  
 Section 23: All, except E/2 SE/4  
 Section 27: N/2, SW/4, NW/4 SE/4

Subject to:

1. Exploration Agreement and Option to Lease dated December 1, 1991 between The AT&SF Railway Company and Cellex-Nevada, Inc. (contract number 183585) covering, among other lands, the following in Eureka County, Nevada:

T.32N., R.48E.  
Sections 13, 23 & 27

2. Grazing Lease dated July 1, 1979, between The AT&SF Railway Company, successor to Cateilus Development Corporation, successor to Southern Pacific Land Company, and J.B.B., Inc., (contract number 182000) covering, among other lands, the following in Eureka County, Nevada:

T.32N., R.48E.  
Sections 13, 23, & 27

3. Patent reservations and exceptions.
4. Taxes for the year 1995 and subsequent years.
5. All liens, easements, restrictions, reservations, and other matters of record.

The following lands situated in Humboldt County, Nevada:

T 32N, R 42E

Section 1: All  
 Section 13: All

T 32N, R 43E

Section 3: All  
 Section 5: All  
 Section 7: All  
 Section 9: All

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Section 11: NW/4, W/2 SW/4, E/2 SE/4  
Section 13: Lots 1, 2, 5, & 8, W/2, W/2 E/2  
Section 15: All

T 38N, R 43E

Section 3: All  
Section 5: N/2, SE/4 except 0.92 acres in SW/4 SE/4 included

within a line beginning at a point on the westerly line of the SE/4 of Section 5, which is 356.15 feet northerly from the south quarter corner of said Section 5, thence, continuing northerly along the westerly line of said SE/4 of Section 5 a distance of 200 feet, thence easterly parallel with and distant 556.15 feet northerly from the southerly line of Section 5 a distance of 200 feet, thence southerly along a line parallel with and 200 feet distant from the westerly line of the SE/4 of Section 5 a distance of 200.00 feet, thence westerly along a line parallel with and 356.15 feet northerly from the southerly line of Section 5, a distance of 200 feet to the place of beginning.

Section 9: All  
Section 15: All

Subject to the following:

1. Grazing Lease dated November 4, 1987, between The AT&SF Railway Company, successor to Cateilus Development Corporation, successor to Southern Pacific Land Company, and Daniel E. & Henry Filippini (contract number 182112) covering among other lands, the following in Humboldt County, Nevada:

T.32N., R.42E.  
Sections 1 & 13

T.32N., R.43E.  
Sections 3, 5, 7, 9, 11, 13, & 15

2. Grazing Lease dated August 1, 1975, between The AT&SF Railway Company, successor to Cateilus Development Corporation, successor to Southern Pacific Land Company, and Hammond Ranch, Inc. (contract number 182331) covering among other lands, the following in Humboldt County, Nevada:

T.38N., R.43E.  
Sections 3 & 5

3. Patent reservations and exceptions.

4. Taxes for the Year 1995 and subsequent Years.

5. All liens, easements, restrictions, reservations, and other matters of record.

The following lands situated in Lander County, Nevada

T 31N, R 43E

Section 1: NE/4, Lots 1, 2, 4, of NW/4 except 21.22 acres to US, Lots 8, 9, 10, 11, & 12  
 Section 3: Lots 1, 2, 3, and 4, W/2 SW/4, S/2 N/2, E/2 SE/4  
 Section 5: Lots 1, 2, 3, & 4, S/2 NE/4, SE/4, S/2 NW/4, SW/4  
 Section 7: Lots 1, 2, 3, & 4, W/2 NE/4, N/2 NW/4, E/2 SW/4, SE/4, S/2 NW/4  
 Section 9: W/2  
 Section 11: E/2 NW/4, E/2  
 Section 15: Lots 5, 17, & 18, NE/4, SE/4, NE/4  
 Section 19: All  
 Section 29: E/2 W/2, E/2 NW/4 NW/4, N/2 SW/4 NW/4, S/2 NW/4 SW/4, SW/4, SW/4 SW/4  
 Section 31: All  
 Section 35: Lots 1, 3, 5, 7, & 8

subject to the following:

1. Grazing Lease dated April 21, 1988, between The AT&SF Railway Company successor to Cateilus Development Corporation, and Daniel E. Filippini (contract number 182123) covering, among other lands, the following in Lander County, Nevada:

T.31N., R.43E. Sections 1, 3, 5, 7, 9, 11, & 15

2. Grazing Lease dated November 2, 1971, between The AT&SF Railway Company, Cateilus Development Corporation, successor to Southern Pacific Land Company, and Agri-Beef Company (contract number 181948) covering among other lands, the following in Lander County, Nevada:

T.31N., R.43E. Sections 19, 29, 31, & 35

3. Patent reservations and exceptions.

4. Taxes for the year 1995 and subsequent years.

5. All liens, easements, restrictions, reservations, and other matters of record.

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Daniel E. Filippini*  
95 MAY 19 PM 4: 26  
EUREKA COUNTY NEVADA  
M.N. REBAL EATL. RECORDER  
FILE NO. FEES 11.00

157971

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DECLARATION OF VALUE

Instrument # 157971

EUREKA COUNTY

Full Value of Property Interest Conveyed

\$ 55,440.00

Less Assumed Liens & Encumbrances

- 0.00

Taxable Value (NRS 375.010)

\$ 55,440.00

Real Property Transfer Tax Due

\$ 71.50

If exempt, state reason, NRS 375.090, Section \_\_\_\_\_ Explain:

No monetary consideration changed hands. Conveyance value was agreed upon for the exchange among parties, two of which were formerly affiliated subsidiaries of a common parent and a third party.

INDIVIDUAL

Under penalty of perjury, I hereby declare that the above statements are correct.

Signature of Declarant

*George R. Wagner*

George R. Wagner

Name (Please Print)

Box 27019

Address

Albuquerque, New Mexico 87125

State

Zip

City

ESCROW HOLDER

Under penalty of perjury, I hereby declare that the above statements are correct to the best of my knowledge based upon the information available to me in the documents contained in the escrow file.

Signature of Declarant

Name (Please Print)

Escrow Number

Firm Name

Address

City State Zip