

## AGREEMENT AND EASEMENTS

This Agreement and Deed of Conservation and Access Easements is made this 27<sup>th</sup> day of September, 2000, by and between Newmont Mining Corporation and its subsidiary company, Elko Land and Livestock Company (collectively, "Grantor"), and the United States of America ("Grantee").

WHEREAS, Grantor is the owner of certain real property situated in Eureka County, Nevada, denominated herein as the Riparian Exclusion Area and the Riparian Restoration Area (collectively, the "Property"), which Areas are depicted in Exhibits A and B and described in Exhibit C hereto; and

WHEREAS, Grantor desires to protect and enhance the riparian environments located within the Riparian Exclusion Area and the Riparian Restoration Area, and to mitigate potential environmental impacts identified in the draft and final Environmental Impact Statement, Record of Decision and Mitigation Plan for Newmont Mining Corporation's South Operations Area Project ("the EIS"); and

WHEREAS, Grantor and Grantee desire to assure that the objectives and requirements of the Mitigation Plan included as Appendix A to the EIS (the "Mitigation Plan") are achieved; and

WHEREAS, Grantor desires and intends to convey a conservation and public access easement over the Riparian Exclusion Area, thereby restricting the uses of that Area, upon the terms and conditions and for the period hereinafter set forth; and

WHEREAS, Grantor desires and intends to convey a conservation and public access easement over the Riparian Restoration Area, thereby restricting the uses of that Area, upon the terms and conditions and for the period hereinafter set forth;

NOW THEREFORE, pursuant to Section 205, PL94-579, October 21, 1976, 90 STAT 2755, 43 USC 1715 and in consideration of the mutual covenants, terms, conditions, and restrictions described below, Grantor and Grantee agree as follows:

### ARTICLE I. RIPARIAN EXCLUSION AREA EASEMENT

**1.1 Grant.** Grantor hereby grants and conveys to Grantee a non-exclusive conservation and public access easement consisting of the rights hereinafter enumerated, over and across the Riparian Exclusion Area as depicted in Exhibit A and described in Exhibit C, for the Term defined in Section 1.6 below and subject to the exceptions and reservations hereinafter stated.

**1.2 Purpose** It is the purpose of this Easement to protect and improve the riparian

condition of Maggie Crk within the Riparian Exclusion Area through the exclusion of grazing in such Area, to mitigate potential environmental impacts identified in the EIS and to provide public access to such Area for environmental study and limited recreational uses to the extent consistent with protection of riparian values.

**1.3 Affirmative Rights Conveyed.** To carry out the above purposes, the following affirmative rights are conveyed to Grantee by this Easement:

(a) Enter upon the Riparian Exclusion Area to administer this Easement in a common and prudent manner, and to observe, study and make scientific observations of such Area. Such entrance shall be at reasonable intervals and times, in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by the Grantor, its successors or assigns.

(b) Clean up any trash, debris, or garbage which may be found on the Riparian Exclusion Area.

(c) Place a reasonable number of identification, informational and directional signs in mutually agreed upon locations, to create public interpretive areas and to delineate the Riparian Exclusion Area boundaries.

(d) Modify public/private boundary fences to the 1995 BLM standard four-wire fence (16"-6"-8"-1", bottom wire smooth).

Nothing in this Agreement and Easements shall be construed as creating any duty on the part of the Grantee to undertake any of the acts described in this Section 1.3.

**1.4 Uses by Grantor.** The pasturing, grazing, feeding, and care of livestock is inconsistent with this Easement and shall be prohibited upon or within the Riparian Exclusion Area, except as approved in writing by the United States Bureau of Land Management on behalf of Grantee. The introduction of non-native fish species by the grantor into the Maggie Creek drainage is also inconsistent with this Easement and is prohibited. Subject to the foregoing prohibitions, Grantor reserves all rights to make concurrent uses of the Riparian Exclusion Area which are consistent with the purpose of this Easement and the Mitigation Plan (EIS), including but not limited to construction and maintenance of fences and structures, scientific observation and study, and stream flow augmentation, diversion and use of water to the extent otherwise permitted by law.

**1.5 Access to Public Use.** This easement conveys to Grantee the right to allow the general public to use the Riparian Exclusion Area, by entry exclusively through the County Road and Access Corridors depicted in Exhibit A, for daytime recreation hiking and fishing, research, and environmental education, to the extent such uses are not inconsistent with the purposes of this Easement or with Grantor's rights under Section 1.4, and subject to the following limitations and restrictions:

(a) Public access shall be permitted until the United States Bureau of Land

Management determine that the riparian areas within the Riparian Exclusion Area have reasonably recovered from the impacts of prior land uses.

(b) Motor vehicles or bicycles of any type shall be permitted within the Riparian Exclusion Area except along the County Road and within the boundary of the Public Parking Site delineated in Exhibit A.

(c) Camping, fires, or overnight use shall be allowed within the Riparian Exclusion Area. Use shall be during daylight hours only.

(d) Alcoholic beverages shall be permitted within the Riparian Exclusion Area.

(e) Entry of horses, dogs, firearms or fishing tackle into the Riparian Exclusion Area, and use of the area for hunting or fishing, shall be permitted only for individuals who obtain or written approval from the Grantor, and shall be subject to the terms and conditions of such approval.

(f) Towing or depositing of any litter within the Riparian Exclusion Area is prohibited.

Grantee shall use reasonable effort, including law enforcement and the establishment of special regulations on public use of the Riparian Exclusion Area, to enforce the above restrictions and limitations.

Grantor shall construct and maintain a Public Parking Area, the road to the Public Parking Area and pedestrian enways at the Access Corridors as shown on Exhibit A. Grantor shall be responsible for posting and properly maintaining signs at the Access Corridors and other mutually agreeable locations informing the general public of the time of use and restrictions on use applicable to the Riparian Exclusion Area. Content of signs will be mutually agreed upon by the Grantor and Grantee.

**1.6 Term of Easement.** The Easement conveyed by this Article I shall terminate in the year 2042 or at such time as Maggie Creek flow augmentation required under the Mitigation Plan, if any, ceases, whichever is later; provided that in no event shall the term of this Easement extend beyond 2083.

**ARTICLE III. RIPARIAN RESTORATION AREA EASEMENT**

**2.1 Grant.** Grantor hereby grants and conveys to Grantee a non-exclusive conservation and public access easement consisting of the rights hereinafter enumerated, over and across the Maggie Creek Riparian Restoration Area as depicted in Exhibit B and described in Exhibit C, for the Term defined in Section 2.6 below and subject to the exceptions and reservations hereinafter stated.

**2.2 Purpose.** It is the purpose of this Easement to protect and improve the riparian condition of Maggie Ck within the Riparian Restoration Area through the regulation and limitation of grazing in the Area, to mitigate potential environmental impacts identified in the EIS and to provide public access to such Area for environmental study and limited recreational uses to the extent consistent with protection of riparian values.

**2.3 Affirmative Rights Conveyed.** To carry out the above purposes, the following affirmative rights are conveyed to Grantee by this Easement:

(a) Enter upon the Riparian Restoration Area to administer this Easement in a common and prudent manner, and to observe, study and make scientific observations of such Area. Such entrance shall be at reasonable intervals and times, in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by the Grantor, its successors or assigns.

(b) Clean up any trash, debris, or garbage which may be found on the Riparian Restoration Area.

(c) Place a reasonable number of identification, informational and directional signs in mutually agreed upon locations, to create public interpretive areas and to delineate the Riparian Restoration Area boundaries.

(d) Modify public/private boundary fences to the 1995 BLM standard four-wire fence (16"-6"-8"-', bottom wire smooth).

Nothing in this Agreement and Easements shall be construed as creating any duty on the part of the Grantee to undertake any of the acts described in this Section 2.3.

**2.4 Uses by Grantor.** The following uses and activities are inconsistent with this Easement and shall be prohibited upon or within the Riparian Restoration Area, except as approved in writing by the United States Bureau of Land Management on behalf of Grantee:

(a) Until such time as the biological standards for riparian conditions specified under Appendix A of the Mitigation Plan have been achieved within the Riparian Restoration Area, and during any period in which flow to Maggie Creek is being augmented pursuant to the Mitigation Plan, no pasturing, grazing, feeding or care of livestock shall be conducted within the Riparian Restoration Area. Achievement of biological standards for riparian conditions will be mutually agreed upon by the Grantee and Grantor.

(b) After the biological standards for riparian conditions specified under Appendix A of the Mitigation Plan have been achieved, the pasture will be managed so as to maintain the standards. Pasture management will be consistent with the purpose of this Easement and the Mitigation Plan (EIS).

(c) The introduction of non-native fish species by the grantor is also inconsistent with this Easement and is prohibited within the Riparian Restoration Area.

Subject to the foregoing prohibitions, Grantor reserves all rights to make concurrent uses of the Riparian Restoration Area which are consistent with the purpose of this Easement and the Mitigation Plan (EIS), including but not limited to construction and maintenance of fences and structures, scientific observation and study, and stream flow augmentation, diversion and use of water to the extent otherwise permitted by law.

**2.5 Access a Public Use.** This Easement conveys to Grantee the right to allow the general public to use the Riparian Restoration Area, by entry exclusively through the County Road and Access Corridors depicted in Exhibit B, for daytime recreation, hiking and fishing, research, and environmental education, to the extent such uses are not inconsistent with the purposes of this Easement or with Grantor's rights under Section 2.4, and subject to the following limitations and restrictions;

(a) Public access shall be permitted until the United States Bureau of Land Management determines that the riparian areas within the Riparian Restoration Area have reasonably recovered from the impacts of prior land uses.

(b) Motor vehicles or bicycles of any type shall be permitted within the Riparian Restoration Area except along the County Road and within the boundary of the public Parking Site delineated in Exhibit B.

(c) Camping, fires, or overnight use shall be allowed within the Riparian Restoration Area. Public use shall be during daylight hours only.

(d) Alcoholic beverages shall be permitted within the Riparian Restoration Area.

(e) Entry of horses, dogs, firearms or fishing tackle into the Riparian Restoration Area, and use of the area for hunting or fishing, shall be permitted only for individuals who obtain written approval from the Grantor, and shall be subject to the terms and conditions of such approval.

(f) Towing or depositing of any litter within the Riparian Restoration Area is prohibited.

(g) Nesting any livestock located within the Riparian Restoration Area or interfering in any way with the ranching operations allowed under this Easement is prohibited.

Grantee shall use reasonable effort, including law enforcement and the establishment of special regulations on public use of the Riparian Restoration Area, to enforce the above restrictions and limitations.

Grantor shall construct and maintain a Public Parking Area, the road to the Public Parking Area and a pedestrian egressway at the Access Corridors as shown on Exhibit B. Grantor shall be responsible for posting and properly maintaining signs at the Access Corridors and other mutually

agreeable locations in favor of the general public of the time of use and restrictions on use applicable to the Riparian Restoration Area. Content of signs will be mutually agreed upon by the Grantor and Grantee.

**2.6 Term of Easement.** The Easement conveyed by this Article II shall terminate in the year 2042 or at such time as Maggie Creek flow augmentation required under the Mitigation Plan, if any, ceases, whichever is later; provided that in no event shall the term of this Easement extend beyond 2083.

### ARTICLE III. MISCELLANEOUS

**3.1 Easement to Run with the Land.** The Easements conveyed by this Agreement and Easements shall run with and burden the Property during their Term, and shall be binding upon the Grantor, its successors and its assigns.

**3.2 Costs and Taxes.** Grantor agrees to bear all costs and liabilities of any kind related to its operation, repair and maintenance of the Property, and agrees to indemnify and hold Grantee harmless therefrom. In addition, Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property, except taxes and assessments on, or caused by, the Easements.

**3.3 Written terminations.** The Grantee shall furnish written determinations within thirty (30) days whenever the Grantor, their heirs, successors or assigns, submit a written request for approval of any act proposed to be taken by them under the terms of this Easement. Such approval may not be unreasonably withheld or delayed, and in the event of disapproval, specific, detailed reasons for that disapproval must be given. If the Grantee does not respond in writing within thirty (30) days of receipt of the Grantor's request, Grantee will be deemed to have consented to the proposed action.

**3.4 Assignment.** Neither the Easements created herein nor any rights thereunder shall be transferred in whole or in part by Grantee without the prior written consent of Grantor.

**3.5 Liability arising From Easement.** Grantor shall not be liable for any accident or damage occurring as a result of, or in relation to, Grantee's access to, use of, or grant of public access to, the Property. In addition, except for intentional or negligent acts of the Grantor, Grantee agrees to indemnify and hold harmless Grantor from any liability or damage arising out of the use of the Property by the public or by Grantee, its agents, employees, or licensees.

**3.6 Remedy.** In the event of any violation of any term, condition, covenant, or restriction contained in this Easement by Grantor or Grantee, the injured party may institute suit

to enjoin such violation for damages, or may take such other action as it deems necessary to ensure compliance with the terms, conditions, covenants, and purposes of this Agreement and Easements. In the event either Grantor or Grantee is required to institute suit to enforce any provisions of this Agreement and Easements, the prevailing party shall be entitled to reasonable attorney's fees and costs. The enforcement of the terms and provisions of this Easement shall be at the discretion of Grantor and Grantee, and failure to act by Grantor or Grantee shall not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant or purpose of this Agreement and Easements in the future.

**3.7 Severability.** If any provisions of this Agreement and Easements or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and Easements and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

**3.8 Warrant of Title.** Grantor makes no warranty that it holds title as to the Property covered by these easements.

**3.9 Notices.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed as follows:

If to Grantor:

- (1) Newmont Mining Corporation  
555 Fifth Street  
Elko, Nevada 891

Attn: Manager Lands, U.S.,

with a copy to:

- (2) Newmont Mining Corporation  
6 Miles North of Carlin, Nevada  
P. O. Box 669  
Carlin, Nevada 89206-0669

Attn: Manager, Environmental Compliance

If to Grantee:

Elko Field Office Manager  
Bureau of Land Management  
3900 East Idaho Street  
Elko, NV 89806-111

Either Grantor or Grantee may change its address for notice by giving the other party written notice of the change in a manner specified by this Section.

**3.10 Heading** The article and section headings used in this Agreement and Easements are for convenience of reference only, and shall not be considered in interpreting the provisions of this Agreement and Easements.

Elko Land and Livestock Company

Newmont Mining Corporation

By: W. James Mullin

By: W. James Mullin

W. James Mullin  
Chairman of the Board

W. James Mullin  
Senior Vice President

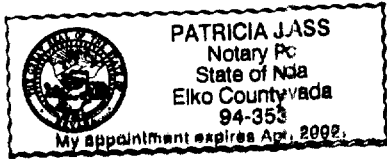
Accepted subject to approval of title  
by the Department of Justice:

By: Aileen Hankins  
Elko Field Manager



STATE OF NEVADA )  
 ) ss.  
COUNTY OF ELKO )

On this 27 day September, 2000, personally appeared before me, a Notary Public, W. James Mullin, duly quired and acting Chairman of the Board of Elko Land and Livestock Company and Senior & President of Newmont Mining Corporation, personally known or proved to me to be t person whose name is subscribed to the above instrument who acknowledged to me thae executed the above instrument in the above said capacities.

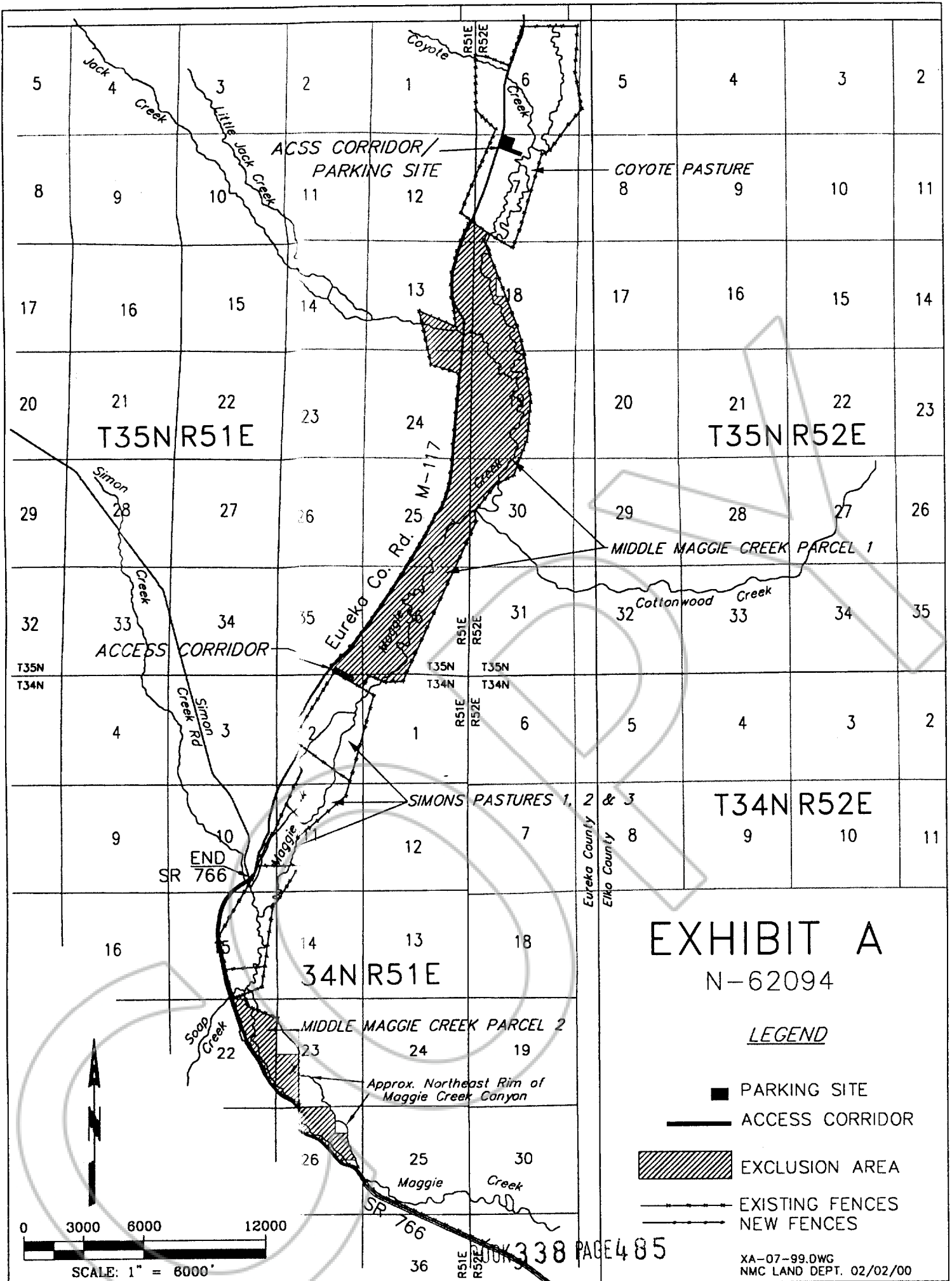


*Patricia J. Jass*  
NOTARY PUBLIC

My Commission Expire

April 11, 2002

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# EXHIBIT A

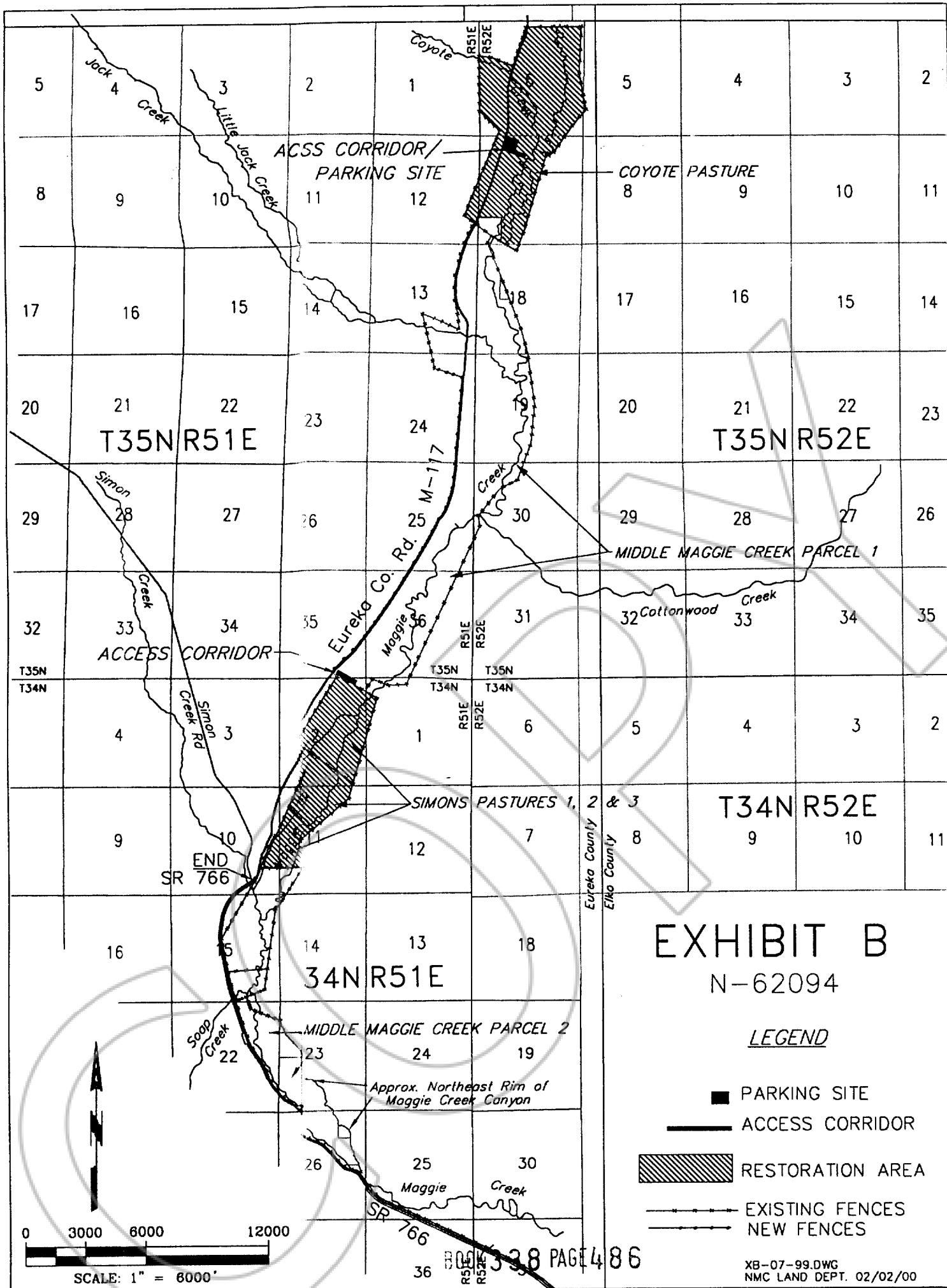
N-62094

## LEGEND

- PARKING SITE
- ACCESS CORRIDOR
- EXCLUSION AREA
- EXISTING FENCES
- NEW FENCES

XA-07-99.DWG  
NMC LAND DEPT. 02/02/00

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# EXHIBIT B

N-62094

## LEGEND

- PARKING SITE
- ACCESS CORRIDOR
- RESTORATION AREA
- EXISTING FENCES
- NEW FENCES

XB-07-99.DWG  
NMC LAND DEPT. 02/02/00

EXHIBIT C. DESCRIPTION (N-62094)

02/02/2000

EXCLUSION AREA MIDDLE MAGGIE CREEK PARCEL 1  
(DEPICTED ON MAP EXHIBIT A)

**Preface to Description:** This description relies, in part, on ownership boundaries defined by record deed nations. Those narrations refer to historic fence lines. This description also relies, in part, on the Bureau of Land Management Geographic Coordinate Data Base as the best available evidence for the location of certain aliquot parts of sections. The intent of this description and related map depiction (Exhibit A, which is made a part hereof) is to define boundary of existing and new fences. Some of these existing fences are evidence of ownership boundaries, corresponding to historic references and historic occupations.

**Middle Maggie Creek Parcel 1** is located within the following portions of PARCELS 23, 24, and 26 described in GRANT, BARGAIN AND SALE DEED at book 104, pages 349-374 (ELKO LAND AND LIVESTOCK COMPANY-'ELLCO' Document), Official Records, Eureka County, Nevada:

Township 4 North, Range 51 East, MDB&M

Section 11 that portion Northwest of the 1946 drift fence and West of the present North Sim's (also known as Simond's) pasture fence

Section 2 Lot 1

Township 5 North, Range 51 East, MDB&M

Section 1 All

Section 1 All

Section 2 All

Section 2 N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; all that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  West of new drift fence constructed in 1946

Section 3 All

Section 3 NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; that portion of the NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; and SE $\frac{1}{4}$ W $\frac{1}{4}$  lying West of new drift fence constructed in 1946

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Township 5 North, Range 52 East, MDB&M

Section 7 That portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$  lying Southwesterly of the drift fence constructed in 1946

Section 1 That portion of the W $\frac{1}{2}$ NW $\frac{1}{4}$  and SW $\frac{1}{4}$  lying West of the new drift fence constructed in 1946

Section 13 W $\frac{1}{2}$ ; that portion of the E $\frac{1}{2}$  lying West of new drift fence constructed in 1946

Section 1 That portion of the NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$  and Lot 4 lying West of new drift fence constructed in 1946

Being bounded by fences more particularly described as follows:

bounded the **east** by "the drift fence constructed in 1946", beginning on the south line common to Said Sections 1 and 2 where "the 1946 drift fence" (Segmented under "Description of Simon's fence, also known as Simond's field, to Coyote field") joins the "present North Simon's (also known as Simond's) pasture fence" and terminating on the north in said Section 7 at "(the) Coyote field fence, as now constructed", as described in GRANT BARGAIN AND SALE DEED Book 104, pages 349-374 (ELKO LAND AND LIVESTOCK COMPANY - 'ELLCO' Document), and GRANT BARGAIN AND SALE DEED at Book 5, Pages 494-524 (MAGGIE CREEK RANCH - 'MCR' Document), Official Records, Eureka County, Nevada;

bounded the **north** by a segment of said "(the) Coyote field fence, as now constructed", from its intersection with "(the) drift fence constructed in 1946" in said Section 7 northwesterly to its intersection with a southerly trending pasture fence in said Section 12, being on the westerly side of and adjacent to Eureka County Road M-117;

bounded the **west** by a series of fences on the westerly side of said county road as follows: beginning at said intersection with said southerly trending pasture fence in said Section 2; thence southerly to an intersection with a westerly trending pasture fence in said Section 13; thence westerly to a fence corner angle point in said Section 13; thence southerly to a fence corner angle point in said Section 24; thence easterly, to a fence corner angle point in said Section 24, being on the westerly side of and adjacent to Eureka County Road M-117; thence southerly along a line adjacent to Eureka County Road M-117, running through said Sections 25, 36 and 35 to a fence corner in said Section 35, being at the northwesterly prolongation of the north end of "North Simon's (also known as Simond's) pasture fence";

bounded the **south** by fence segments as follows: beginning at the said fence corner in d Section 35; thence southeasterly, crossing said Eureka County Road M-117, it's connection with the said "North Simon's pasture fence"; thence continuinoutheasterly along said "North Simon's pasture fence" to its intersecti with said "the drift fence constructed in 1946" where "the 1946 drift fence" (Sment defined under "Description of Simon's fence, also known as Simond'seld, to Coyote field") joins the "present North Simon's (also known as Simond'sasture fence".

Less and excepti the E $\frac{1}{2}$ NW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 18 and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 36.

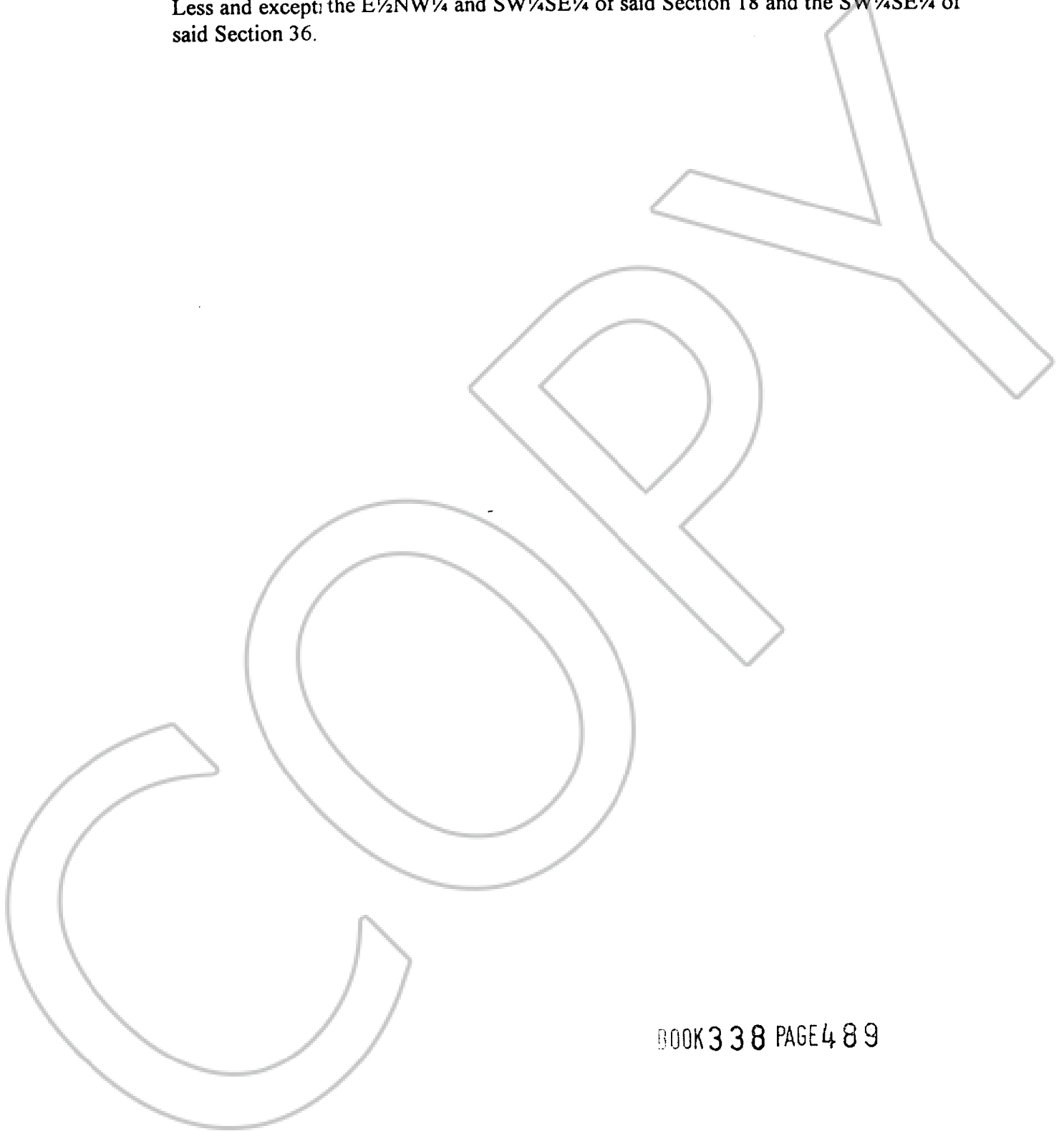


EXHIBIT C. DESCRIPTION (N-62094)

02/02/2000

EXCLUSION AREA MIDDLE MAGGIE CREEK PARCEL 2  
( DEPICTED ON MAP EXHIBIT A)

**Preface to Description:** This description relies, in part, on ownership boundaries defined by record deed nations. Those narrations refer to historic fence lines and natural monuments. This description also relies, in part, on the Bureau of Land Management Geographic Coordinate Data Base as the best available evidence for the location of certain aliquot parts of sections. The intent of this description and related map depiction (Exhibit A, which is made part hereof) is to define a boundary of existing fences and natural monuments. Some of these existing fences and all of these natural monuments are evidence of ownership boundaries, corresponding to historic references and historic occupations.

**Middle Maggie Creek Parcel 2** is located within the following portion of PARCEL 23, described in GRANT, BARGAIN AND SALE DEED at book 104, pages 349-374 (ELKO LAND AND LIVESTOCK COMPANY-'ELLCO' Document), Official Records, Eureka County, Nevada:

Township 4 North, Range 51 East, MDB&M

Section 1 That portion of the W $\frac{1}{2}$ E $\frac{1}{2}$  lying Westerly of and outside of Simond's (also call Simon's) field fence as now constructed.

Section 2 S $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$  lying Southwesterly of the new drift fence as constructed in 1946

Section 3 That portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$  lying Southwesterly of the Northeasterly rim of Maggie Creek Canyon

Section 4 SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; that portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ NW $\frac{1}{4}$ , South and West of the Northeast rim of Maggie Creek Canyon

Being bounded partially by fences and natural monuments more particularly described as follows:

bounded the east as follows: Beginning at a point on the northeasterly right of way line Nevada State Route 766 in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 26 at its intersection with a fence line commonly known as the Rainbow Fence; thence Northeasterly along said Rainbow Fence to a gate post; thence Northwesterly along a fence to its termination at a rock outcrop, said rock outcrop adopted for this description as a point on "the Northeast(erly) rim of Maggie Creek

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Canyon" cited in GRANT BARGAIN AND SALE DEED at book 104, pages 349-374 LKO LAND AND LIVESTOCK COMPANY-'ELLCO' Document) and GRANT BARGAIN AND SALE DEED at Book 316, Pages 494-524 (MAGGCREEK RANCH-'MCR' Document), Official Records, Eureka County, Nevada; thence northwesterly along the said Northeast(erly) rim to the south end "the new drift fence as constructed in 1946" (Segment defined under "Fence south end of Simon's field") described as "a point on a (the) rocky bluff" at near the east line of said Section 22 as described in said ELLCO and MCR Documents;

bounded the **north** by the "Fence at South end of Simon's field" segment of "the drift fence constructed in 1946" as described in said ELLCO and MCR Documents as follows: from said "a point on a (the) rocky bluff" at or near the east line said Section 22; thence northwesterly to its intersection with "Simond's (also call Simon's) field fence" in said Section 15, thence southwesterly along a segment said Simond's field fence and its prolongation to its intersection with the northwesterly right of way fence line of Nevada State Route 766 in said Section 15;

bounded the **west and south** by the said northeasterly right of way fence line from its intersection with said Simond's field fence prolongation in said Section 15 southeasterly to its intersection with the said Rainbow Fence in said Section 26;

Less and except the NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$  of said Section 23, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$  and  $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 26, and Nevada State Route 766 Right Of Way.



EXHIBIT C. DESCRIPTION (N-62094)

02/02/2000

RECREATION AREA SIMONS PASTURES 1, 2 & 3  
(DEPICTED ON MAP EXHIBIT B)

**Preface to Description:** This description relies, in part, on ownership boundaries defined by record deed narrations. Those narrations refer to historic fence lines. This description also relies, in part, on the Bureau of Land Management Geographic Coordinate Data Base as the best available evidence for the location of certain aliquot parts of sections. The intent of this description and related map depiction (Exhibit B, which is made a part hereof) is to define a boundary of existing fences. Some of these existing fences are evidence of ownership boundaries, corresponding to historic references and historic occupations.

**Simons Pasture, 2 & 3** is located within the following portions of PARCELS 23 and 24, described in GRANT, BARGAIN AND SALE DEED at book 104, pages 349-374 (ELKO LAND AND LIVESTOCK COMPANY-'ELCO' Document), Official Records, Eureka County, Nevada:

Township 4 North, Range 51 East, MDB&M

Section 1 that portion Northwest of the 1946 drift fence and West of the present North Simons (also known as Simons) pasture fence

Section 2 Lot 1; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ ; that portion of E $\frac{1}{2}$ SE $\frac{1}{4}$  to the West and outside of Simons' field fence as now constructed

Section 3 S $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ ; that portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$  lying Northwesterly of and outside of the Simons (also called Simons) fence as now constructed

Section 4 All that portion lying West of Simons' field fence as now constructed, except the W $\frac{1}{4}$ SW $\frac{1}{4}$

Township 5 North, Range 51 East, MDB&M

Section 7 All

And within the following portion of United States Patent No. 27-92-0019, File No. 141683, Book 2, Page 028, Official Records, Eureka County, Nevada:

Mount Diablo Meridian, Nevada  
T. 34 N., 51 E.,  
Sec. 2, 12, SE $\frac{1}{4}$ NW $\frac{1}{4}$

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Being bounded bences more particularly described as follows:

bounded the **east, north and west** by "Simon's field fence" ("Simon's Field Fences") and "North Simon's pasture fence", as described in GRANT BARGAIN AND SALE DEED at book 104, pages 349-374 (ELKO LAND AND LIVESTOCK COMPANY-'ELLCO' Document), and GRANT BARGAIN AND SALE DEED at Book 316, Pages 494-524 (MAGGIE CREEK RANCH-'MCR' Document Official Records, Eureka County, Nevada;

bounded the **south** by a fence connecting the westerly and easterly fences of said Simon's field ("Simon's Field Fences"), beginning on the west at a point near the south of the N $\frac{1}{2}$ SE $\frac{1}{4}$  of said Section 10 and ending on the east at a point near the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 11.

Less and except the W $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 2, the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 10 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 11.

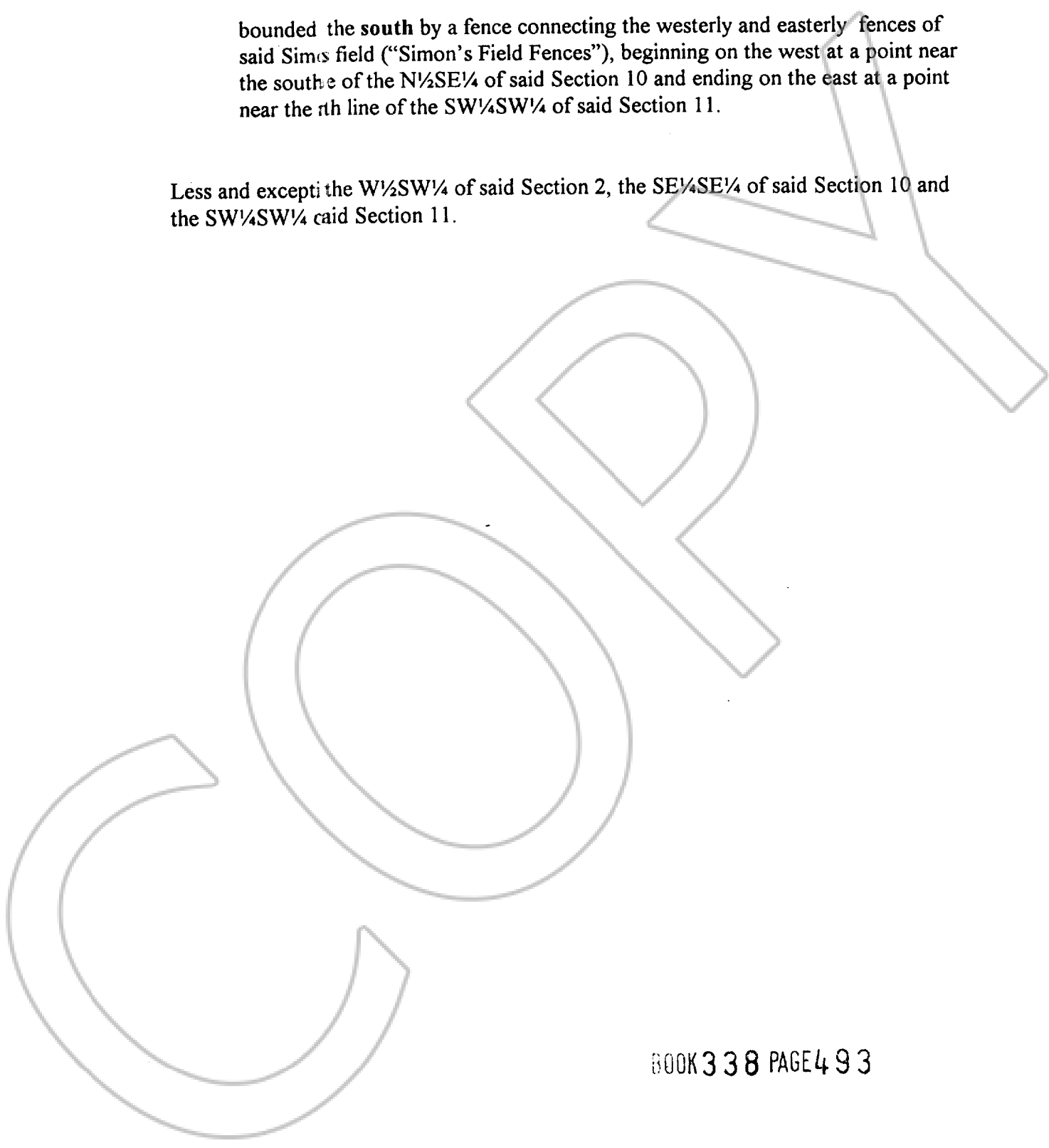


EXHIBIT C, DESCRIPTION (N-62094)

02/02/2000

RESTORATION AREA COYOTE PASTURE  
(DEPICTED ON MAP EXHIBIT B)

**Preface to Description:** This description relies, in part, on ownership boundaries defined by record deed narrations. Those narrations refer to historic fence lines. This description also relies, in part, on the Bureau of Land Management Geographic Coordinate Data Base as the best available evidence for the location of certain aliquot parts of sections. The intent of this description and related map depiction (Exhibit B, which is made a part hereof) is to define a boundary of existing fences. Some of these existing fences are evidence of ownership boundaries, corresponding to historic references and historic occupations.

**Coyote Pasture** located within the following portion of PARCELS 24 and 26, described in GRANT, BARGAIN AND SALE DEED at book 104, pages 349-374 (ELKO LAND AND LIVESTOCK COMPANY-'ELCO' Document), Official Records, Eureka County, Nevada:

Township 5 North, Range 51 East, MDB&M

Section All

Township 5 North, Range 52 East, MDB&M

Section That portion of the  $W\frac{1}{2}W\frac{1}{2}$  lying West of the Coyote field fence as now constructed

Section Lot 7;  $N\frac{1}{2}$ ;  $N\frac{1}{2}SW\frac{1}{4}$ ;  $SE\frac{1}{4}SW\frac{1}{4}$ ;  $N\frac{1}{2}SE\frac{1}{4}$ ;  $SW\frac{1}{4}SE\frac{1}{4}$ ; that portion of  $SE\frac{1}{4}SE\frac{1}{4}$  lying West of Coyote field fence as now constructed

Section  $NW\frac{1}{4}$ ;  $N\frac{1}{2}SW\frac{1}{4}$ ; that portion of the  $E\frac{1}{2}$  and  $SE\frac{1}{4}SW\frac{1}{4}$  lying West of Coyote field fence as now constructed

Being bounded by fences more particularly described as follows:

bounded on the east by "Coyote field fence as now constructed", as described in GRANT, BARGAIN AND SALE DEED at book 104, pages 349-374 (ELKO LAND AND LIVESTOCK COMPANY-'ELCO' Document), and GRANT, BARGAIN AND SALE DEED at Book 316, Pages 494-524 (MAGGIE CREEK RANCH 'MCR' Document), Official Records, Eureka County, Nevada; beginning on the south at a fence corner in the  $NE\frac{1}{4}NW\frac{1}{4}$  of Section 18, Township 35 North, Range 52 East, MDB&M and terminating on the north at a fence corner

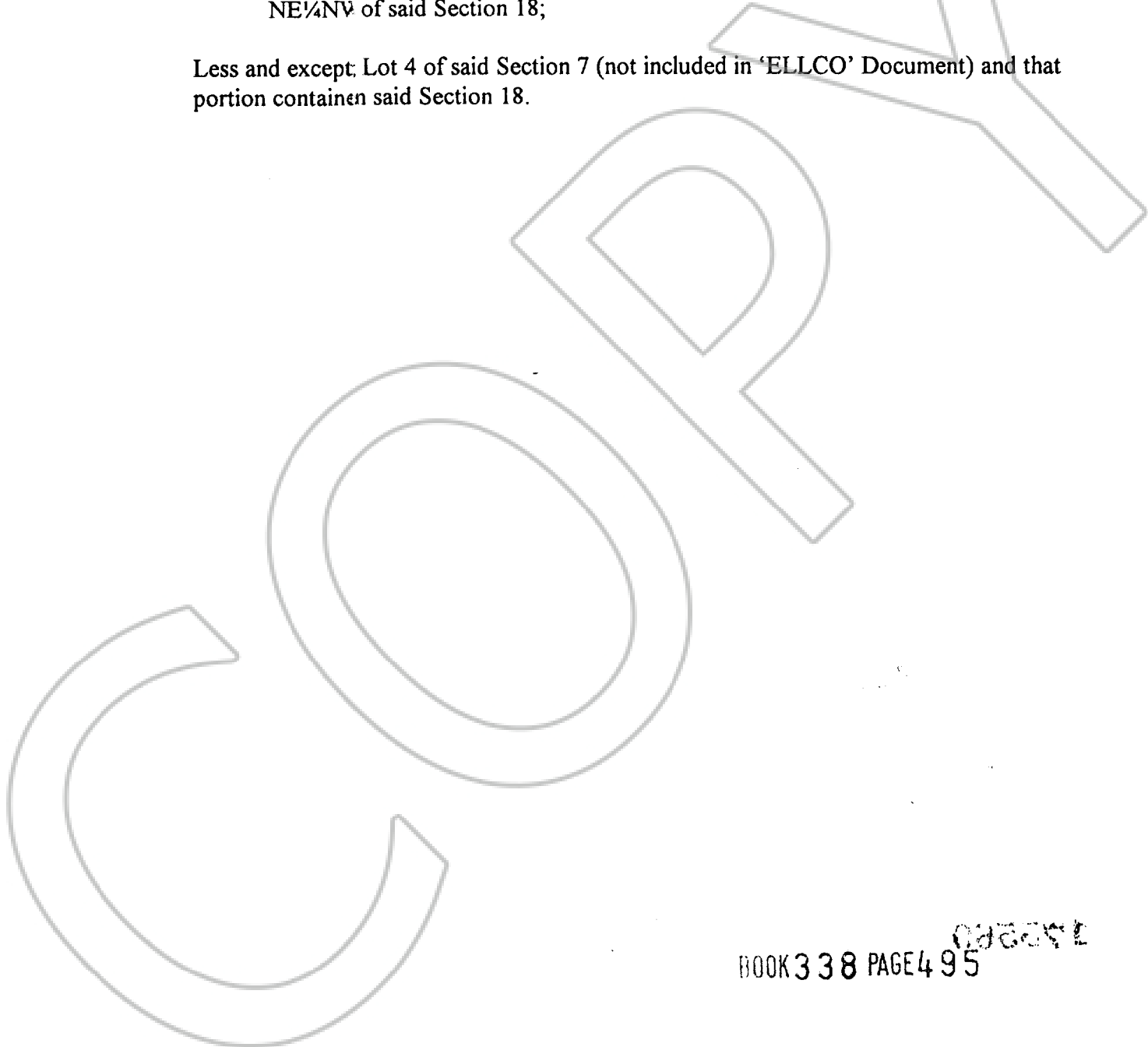
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near the northeast corner of said Section 6;

bounded the **north** by a segment of fence beginning at said fence corner near the northeast corner of said Section 6 and terminating on the west at the intersection with a southerly trending pasture fence in said Section 6, being on the westerly side of and adjacent to Eureka County Road M-117;

bound the **west and south** by a series of fences as follows: beginning at said intersection with said southerly trending pasture fence in said Section 6; thence southerly being westerly of said Eureka County Road M-117) to a fence corner angle point in the N $\frac{1}{2}$  of said Section 6; thence westerly to a fence corner angle point on the West line of said Section 6; thence southerly to the intersection with said "Coyote field fence as now constructed" ("Coyote Field Fences"), near the West line of said Section 6; thence southerly, along said Coyote field fence, running through said Sections 6, 7, 12 and 18 to said fence corner in the NE $\frac{1}{4}$  of said Section 18;

Less and except: Lot 4 of said Section 7 (not included in 'ELLCO' Document) and that portion containing said Section 18.



RECORDED & INDEXED  
MAG NENT  
ICE

200 SEP 26 4: 51

RECORDED & INDEXED  
MAG NENT  
ICE

200 SEP 27 PM 2: 28

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MS*

PROPERTY

BOOK *338* PAGE *476*  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*U.S. Bureau of Land Management*  
00 OCT 32 PM 1: 1

EUREKA COUNTY NEVA  
M.N. REBALEATI, RECORDER  
FILE NO. *No*  
*See*

**175560**

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