

RECORDING REQUESTED AND WHEN
RECORDED MAIL TO:

Nevada Land and Resource Coany, LLC
3264 Goni Road, Suite 153
Carson City, NV 89706

Humboldt County: AF 07-291-55
Pershing County: AF 07-461-15, 07-461-16
Lander County: AF 10-190-15
Eureka County: AF 04-130-08

~~23378-DBR~~
SPACE ABOVE THIS LINE R RECORDER'S USE

QUITCLM DEED WITH RESERVATION OF EASEMENTS

This Quitclaim Deed with Reservation of Easements ("Deed") is made this 5th day of June, 2002 by NEWMONT MINING LIMITED, a Delaware corporation d/b/a NEWMONT MINING CORPORATION ("Newmont") and NEVADA LAND AND RESOURCE COMPANY, LLC, a Delaware limited liability company ("Nevada Land").

NOW THEREFORE, the Parties hereto provide as follows:

1. QUITCLAIM DEED.

Newmont, for and consideration of the sum of \$10.00 to it in hand paid by Nevada Land, the receipt of which is hereby acknowledged does by these presents release and forever quitclaim unto Nevada Land and to successors and assigns forever, all those certain lots, pieces and parcels of land situated and lying in the Counties of Humboldt, Pershing, Lander and Eureka, State of Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Real Property").

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 Real Property, together with the appurtenances, unto Nevada Land and to Nevada Land's successors and assigns forever, RESERVING, HOWEVER, to Newmont:

- A. The easements as provided in Section 2 below; and
- B. Existing allocations and permits to appropriate any of the public waters, existing certificates of appropriation and existing applications or permits to change the place of diversion, manner of use or place of use of water and any adjudicated or unadjudicated water rights, in each case owned or leased or used by Newmont and so long as used for Newmont's operating mines or Newmont's mineral exploration and development activities.

02010769

2. RESERVATION OF ROAD EASEMENT.

A. Easement reserved. Newmont hereby reserves an easement for ingress and egress to any or all portions of property owned or controlled by Newmont (the "Benefited Property") over any and all roads, tracks and trails existing on the Real Property on the date (the "Recordation Date") this Deed is first recorded in the recorder's office for the county in which such Real Property is located.

B. Purpose of easement. The easement granted hereby shall be for the ingress and egress for Newmont and Newmont's employees, directors, agents, lessees, licensees, assignees, grantees, contractors, subcontractors and permittees of the mineral estate of the Benefited Property.

C. New Roads Can Be Constructed. Newmont and its employees, agents, lessees, licensees, assignees, grantees, contractors, subcontractors and permittees may, at their option and their expense, construct new roads and trails for ingress and egress to the Benefited Property over the Real Property or expand and improve roads and trails in existence on the Recordation Date over the Real Property. If any such new or expanded road would conflict with an existing use of the Real Property after construction of such new or expanded roads or trails, then Newmont shall cooperate with Nevada Land to relocate such new or expanded roads or trails to a mutually-acceptable location on the Real Property that does not conflict with an existing use of such Real Property. No new location proposed by Nevada Land for a road or trail shall be deemed to be "mutually acceptable" unless it is not materially more expensive for Newmont to construct or employ the new location proposed by Nevada Land than the existing location or the location proposed by Newmont.

D. Relocation of Roads. Nevada Land, at its expense, may relocate an existing road or trail in accordance with terms and conditions of this Section 2(D). If after the Recordation Date any existing road or trail would conflict with a proposed use of the Real Property and as a consequence of such conflict Nevada Land desires to relocate the existing road or trail, Nevada Land shall give Newmont written notice requesting such relocation. Nevada Land's written notice shall include a proposed location to which the existing road or trail may be moved. Newmont shall cooperate with Nevada Land to relocate the existing road or trail to a mutually-acceptable location on the Real Property that would not conflict with the proposed use of such Real Property. No new location proposed by Nevada Land for a road or trail shall be deemed to be "mutually acceptable" unless it is not materially more expensive for Nevada Land to construct or employ the new location proposed by Newmont than the location proposed by Nevada Land.

E. Expansion Use Permitted. The use to which a road or trail described herein may be expanded by Newmont to serve new or expanded improvements, facilities, equipment, structures and mills developed or to be developed by Newmont in conjunction with Newmont's activities in the exploration for and the development, mining, processing, milling, storage and stockpiling of minerals. However, such expanded use may not be inconsistent with the nature or use of the Real Property or be unduly burdensome thereon.

F. Easement runs With The Land. The burden of the easement granted hereby runs with the Real Property and is applicable to and binding on Nevada Land. The benefit of the easement granted hereby runs with the Benefited Property and can be used by and in favor of and is binding on Newmont.

3. NOTICES

Any notice, consent, waiver or other communication required or permitted to be given by this Deed shall be in writing and personally served, faxed, mailed or sent by reputable overnight delivery service, such as Federal Express. The notice shall be deemed received by the party receiving the notice: (a) if personally served, when delivered to the Party to whom the notice is addressed; (b) if given by fax, when sent and properly received by an operating facsimile machine; (c) if given by mail, four (4) mail delivery days after deposit in the U.S. Mail; or (d) if sent by reputable overnight delivery service, when received by the person addressed. Notice shall be addressed to Newmont and Nevada Land as follows:

NEVADA LAND AND RESOURCE COMPANY, LLC
3264 Goni Road, Suite 153
Carson City, NV 89706
Fax: (775) 885-5005

NEWMONT USA LIMITED, d/b/a
NEWMONT MINING CORPORATION
1700 Lincoln Street, 26th Floor
Denver, CO 80203
Fax: (303) 837-5851

4. LAW; VENUE.

This Deed shall be governed by the substantive law of the State of Nevada. Unless otherwise agreed to by all the parties hereto, any and all actions and proceedings in connection with this Deed shall be filed and thereafter maintained in the state or federal courts in Washoe County, Nevada.

IN WITNESS WHEREOF, this Quitclaim Deed With Reservation Of Easements is executed as of the day and year first above written.

NEWMONT USA LIMITED,
a Delaware corporation
d/b/a NEWMONT MINING CORPORATION

By: [Signature]
Its: VP N.A. Business Affairs

NEVADA LAND AND RESOURCE COMPANY, LLC
a Delaware limited liability company

By: [Signature]
Its: Chief Operating Officer

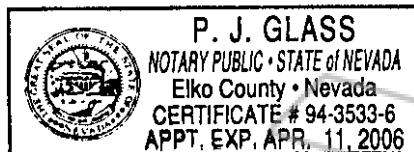
STATE OF Nevada
COUNTY OF Elko

On June 2002, before me, P. J. Glass
Notary Public, personally appeared Iceland W. Krugrud,
personally known to me (proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

P. J. Glass

My commission expires 11-06



STATE OF NEVADA
COUNTY OF CARSON CITY

On JUNE 2002, before me, DEANNE NEWMAN
Notary Public, personally appeared DEROTHY A. TIMIAN PALMER,
personally known to me (proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Deanne Newman

My commission expires 5/03

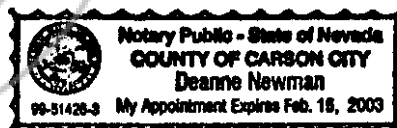


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

1. All that certain parcel of real property located in Humboldt County, State of Nevada more particularly described follows:

Township 36 North Range 42 East, MDBM

Section 31: The portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ north of the Southern Pacific railroad right-of-way, comprising 2.83 acres, more or less.

2. All that certain parcel of real property located in Pershing County, State of Nevada more particularly described follows:

Township 25 North Range 32 East, MDBM

Section 17: NNE $\frac{1}{4}$.

Section 17: E $\frac{1}{2}$ $\frac{1}{4}$.

3. All that certain parcel of real property located in Lander County, State of Nevada more particularly described follows:

Township 33 North Range 47 East, MDBM

Section 19: NW $\frac{1}{4}$, less and except 87.09 acres, more or less, as described in that certain Quaim Deed dated October 11, 1985 from Southern Pacific Land Company to SFP Minerals Corporation, recorded on October 7, 1987 in Book 291 page 346 of the Official Records of Lander County, Nevada.

4. All that certain parcel of real property located in Eureka County, State of Nevada more particularly described follows:

Township 34 North Range 48 East, MDBM

Section 17: W $\frac{1}{2}$ W $\frac{1}{4}$.

BOOK 348 PAGE 035
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title Co.
02 JUN 26 AM 9:09
EUREKA COUNTY NEVADA
M.H. REBALEATI, RECORDER
FILE NO. FEES \$18.00

178232

STATE OF NEVAA
DECLARATION OF VALUE

1. Assessor Parcel Number(

- a) 04-130-08
- b)
- c)
- d)

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: 178232

Book: 348Page: 35

Date of Recording: 6-26-02

Notes:

2. Type of Property:

- a) ☒ Vacant Land

b) ☐ Single Fam. Res.

c) ☐ Condo/Twnhse

d) ☐ 2-4 Plex

e) ☐ Apt. Bldg.

f) ☐ Comm'l/Ind'l

g) ☐ Agricultural

h) ☐ Mobile Home

i) ☐ Other

3. Total Value/Sales Price of Property:

\$ 0.00

Deed in Lieu of Foreclosure (y (value of property): \$

Transfer Tax Value: \$ 0.00

Real Property Transfer Tax D \$ 0.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption: NRS 375.090, Section:
- b. Explain Reason for Exemption: Quitclaim Deed recording to release interest in property as described in document recorded October 21, 01 in Book 227, Page 308, Document No. 138260.(Memorandum of Exploration Agreement and Option to Lease

5. Partial Interest: Percentage transferred: %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exception, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: DBRueanCapacity Agent for Grantor

Signature: DBRueanCapacity Agent for Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: NEWMONT USA LITED

Address: 1700 LINCOLN ST, 26th.

City: DENVER

State: CO Zip: 80203

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: NEVADA LAND AND RESOURCE CO.

Address: 3264 GONI ROAD, STE. 153

City: CARSON CITY

State: NV Zip: 89706

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Western Title Conny, Inc.

Address: 301 W. WASHINGTON ST.

City/State/Zip: CARSON CITY NV 89703

Esc. #: 00023378-501-DBR