

DOC # 0211298

12/04/2007

11:44 AM

Official Record

Recording requested By
NEWMONT MINING CORP

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$29.00

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RPTT:

Recorded By: FES

Book- 0467 Page- 0090

Recording requested by, and to be returned to:

NEWMONT MINING CORPORATION
555 Fifth Street
Elko, Nevada 89801



0211298

AFFIDAVIT

Newmont Mining Corporation

Cover Page for Recording Purposes Only

This page added to provide additional information required by NRS 111.312 Sections 1-2

DOC # 396328

11/09/2007

10:32 AM

Official Record

Recording requested By
LINDY WALSH

Churchill County - NV

Vicky Tripp - Recorder

Page 1 of 15 Fee: **\$53.00**

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357737

Recording requested by, and to be returned to:

NEWMONT MINING CORPORATION
555 Fifth Street
Elko, Nevada 89801OFFICIAL RECORDS
ERSHING CO. NEVADA
CORD. PEOPLE SERVED BYNewmont USA LTD
07 NOV -9 AM 9:21LL 429 PAGE 501
DARLENE MOURA
COUNTY RECORDER

SP R FILE NO

357737

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INDEXED

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Recording requested by, and to be returned to:

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555 Fifth Street
Elko, Nevada 89801

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DOC # 0249370

11/05/2007

09:27 AM

Official RecordRecording requested By
NEWMONT USA LIMITED

Lander County - NV

Idonna Trevino - Recorder

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RPTT: Recorded By: SN

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0249370

After Recording Return To:

Newmont USA Limited
Attn: Land Department
555 Fifth Street
Elko, NV 89801The undersigned hereby affirms that this document
submitted for recording does not contain a
social security number.

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AFFIDAVITSTATE OF NEVADA)
) ss.
COUNTY OF ELKO)

RICHARD J. MATTHEWS, being duly sworn, deposes and says:

1. That he is competent to testify as to all matters stated herein and has personal knowledge of all such matters.
2. That he is a Vice President of Newmont USA Limited, a Delaware corporation, doing business in Nevada as Newmont Mining Corporation, and makes this Affidavit in such capacity.
3. That Newmont USA Limited is the successor in interest to SFP Minerals Corporation, the same corporation which is the Lessee under that certain Minerals Lease dated May 1, 1986, in which Southern Pacific Land Company is the Lessor.
4. That a Memorandum of said Minerals Lease was recorded as follows:
 - a. January 25, 1988, as File Number 234397, Official Records, Churchill County, Nevada, Records Office.
 - b. January 11, 1988, at Book 171, Page 246, as File Number 115555, Official Records, Eureka County, Nevada, Records Office.

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- c. February 8, 1988, at Book 248, Page 237, as File Number 285124, Official Records, Humboldt County, Nevada, Records Office.
- d. December 16, 1987, at Book 303, Page 436, as File Number 148548, Official Records, Lander County, Nevada, Records Office.
- e. November 25, at Book 203, Page 541, as File Number 160283, a Corrective Memorandum of which was filed March 7, 1988 at Book 207, Page 234, File Number 162057, Official Records, Pershing County, Nevada, Records Office.
5. That a true, complete and correct copy of the said Minerals Lease, subject of the said Memorandum, is attached to this Affidavit as "Exhibit A" and incorporated by this reference herein.
6. That the said Memorandum of Lease is hereby supplemented by providing all of the provisions, terms and conditions of the said Minerals Lease.

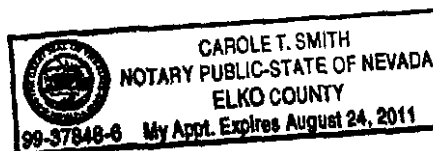
FURTHER AFFIANT SAITH NOT.

Newmont USA Limited:

By: *Richard J. Matthews*
RICHARD J. MATTHEWS,
Vice President

SUBSCRIBED AND SWORN TO
before me by Richard J. Matthews
this 2 day of November, 2007,

Carole T. Smith
NOTARY PUBLIC



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EXHIBIT A

SPL-6528
MINERALS LEASE

This Minerals Lease is dated and effective as of the 15 day of MAY 1986 ("Effective Date") by and between Southern Pacific Land Company ("Lessor") and SFP Minerals Corporation ("Lessee").

In consideration of the promises stated below Lessor and Lessee agree to the provision of this Minerals Lease.

Article 1. (a) Grant. Lessor leases to Lessee for the Term all of the Property described on Annex A (all that property which is not referenced with an asterisk (*)), which is attached to and a part of this Minerals Lease, for the purposes of exploring for, developing, mining, recovering, processing, transporting and otherwise using, enjoying and exploiting Minerals. Minerals shall mean all naturally occurring substances and materials located at or below the surface of the land which have value when removed from the earth except Excluded Substances. Excluded Substances shall mean bed, bank and bar placer deposits commonly known as stream placers; common varieties of construction materials such as rock, sand and gravel; geothermal steam, liquids or brines; oil and gas and all other hydrocarbons except coal, whether in gaseous or liquid form; sulfur produced in association with such hydrocarbons; and carbon dioxide.

(b) Qualification. Lessee's rights under this Minerals Lease shall be subject to and qualified by

- (i) all leases, contracts, deeds and other instruments in effect on the Effective Date to the extent they affect any portion of the Property;
- (ii) all restrictions and limitations on Lessor's ownership of of Minerals existing on the Effective Date; and
- (iii) Lessor's reserved right to manage and enjoy the surface of of the Property in a manner that does not unreasonably

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interfere with or impede Lessee's rights with respect
to Minerals.

Article 2. Duration. The Term shall extend from the Effective Date for a period of 25 years and for so long thereafter as Lessee continues to exercise the rights granted in Article 1(a) on any portion of the Property, which exercise shall be sufficient to keep this Minerals Lease in effect as to the whole Property.

Article 3. Surface Disturbance. In the event Lessee damages or destroys merchantable trees or crops growing on the surface of the Property or structures or facilities located on the surface of the Property, Lessee shall compensate Lessor the cost of the damage or destruction to such trees, crops, structures or facilities. Lessee shall not be liable to Lessor for damage or destruction of the surface of the Property or of any surface or underground water sources on the Property. Lessor consents to Lessee's recovery of minerals by all mining methods now or hereafter known including all surface methods.

Article 4. Taxes. Lessee shall pay all taxes imposed upon the Property as a result of Lessee's activities in exploiting Minerals on the Property and all taxes assessed against the Property. Lessee may contest the assessment of any tax in accordance with law and may withhold payment of any contested tax pending the outcome of the contest.

Article 5. Subleasing and Assignment. Lessee shall notify Lessor not less than 30 days in advance of any sublease or assignment of this Minerals Lease, in whole or part, to any person, except that Lessee may assign or sublease this Minerals Lease, in whole or part, to any affiliate of Lessee at Lessee's discretion. An affiliate of Lessee shall mean any corporation which is a direct or indirect parent or subsidiary of Lessee or is under common ownership of

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Lessee or any entity which Lessee controls by ownership of interests or securities, by contact or by other legal or equitable means.

Article 6. Subsequent Instruments. Lessor shall make all deeds, contracts, leases, licenses, easements and other instruments which transfer rights in or to any portion of the surface of the property expressly subject to Lessee's rights under this Minerals Lease.

Article 7. Legal Compliance. Lessee shall comply with all constitutions, statutes, regulations, rules, orders, decisions, ordinances and other acts of governmental authorities with valid jurisdiction over the Property or Lessee's activities on the property.

Article 8. Surrender. At any time Lessee may surrender any portion of the Property to Lessor and thereby terminate its rights and obligations under this Minerals Lease in the portion of the Property surrendered, except any such obligations arising out of laws relating to environmental protection and reclamation.

Article 9. Recordation. A memorandum of this Minerals Lease shall be recorded by Lessee in the land records of each county where the Property is located.

Article 10. Successors and Assigns. This Minerals Lease shall be binding upon and inure to the benefit of all successors and assigns of Lessor and Lessee.

Article 11. Property Revenues. During the Term Lessee shall receive the revenues otherwise payable to Lessor from all leases, licenses, contracts and agreements to which the Property is subject, except those for the recovery or harvesting of timber or crops growing on the Property and those derived from Excluded Substances.

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Article 12. Indemnification.

(a) Lessee shall release, indemnify and defend Lessor from and against all liability, cost and expense (including, without limitation, attorney's fees in addition to costs of suit and judgment) for loss of or damage to any property or loss of the use thereof or for injury to or death of any person when arising or resulting from:

(i) the use of the Property by Lessee, its agents, employees, or invitees, or

(ii) Lessee's breach of any provision of this Lease, whether or not caused or contributed by the negligence, active or passive or otherwise, of Lessor, its employees, agents, invitees or any other person.

(b) Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance to Lessor upon request.

Lessee shall indemnify, hold harmless and defend Lessor against all liability, cost and expense (including, without limitation, attorneys' fees) incurred by Lessor as a result of Lessee's breach of this Article 12 or as a result of any discharge, leakage, spillage, emission or pollution due to Lessee's use and occupancy, regardless of whether such liability, cost or expense arises during after the Term, unless such liability, cost or expense is proximately caused solely by the active negligence of Lessor.

(c) "Lessor", as used in this Article 12 includes Lessor, its subsidiaries, successors, affiliates, Santa Fe Southern Pacific Corporation, its

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subsidiaries, affiliates, successors and assigns, and any railroad company operating on any tract adjacent or through the Property. Lessee shall pay all amounts due Lessor under this Article within 10 days after any such amounts become due.

SOUTHERN PACIFIC LAND COMPANY

By W.W. Elmer
Its VICE PRESIDENT, RESOURCE LAND MANAGEMENT

SFP MINERALS CORPORATION

By [Signature]
Its Vice President

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ANNEX "A"

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NEVADA

MDB&M

Subdivision	Sec.	Twp.	Rge.	Acres	County
NE/4, N/2 NW/4, SE/4 NW/4 and S/2	23	21N	23E	600.00	Washoe
NE/4, S/2 NW/4, S/2	27	21N	23E	560.00	Washoe
NE/4, S/2 NW/4 and S/2	33	21N	23E	560.00	Washoe
N/2, SW/4, W/2 SE/4	1	22N	27E	647.26	Churchill
A11	15	24N	27E	640.00	Churchill
N/2, SW/4, E/2 SE/4	19	24N	27E	509.80	Churchill
NE/4	23	24N	27E	160.00	Churchill
A11	21	24N	27E	640.00	Churchill
NW/4, NE/4, SE/4, E/2 SW/4	29	24N	27E	560.00	Churchill
E/2, E/2 W/2, W/2 SW/4, Lot 7	7	22N	28E	605.08	Churchill
A11	29	23N	28E	640.00	Churchill
A11	17	24N	28E	640.00	Churchill
A11	21	24N	28E	640.00	Churchill
W/2 NE/4 NE/4, NW/4 NE/4, SW/4 NE/4	3	33N	30E	100.00	Pershing
S/2	9	33N	30E	320.00	Pershing
A11	21	33N	30E	640.00	Pershing
NW/4 SW/4, S/2 SW/4	15	33N	30E	120.00	Pershing
A11	27	33N	30E	640.00	Pershing
A11	29	33N	30E	640.00	Pershing
A11	33	33N	30E	640.00	Pershing
S/2, NE/4	15	28N	31E	480.00	Pershing
A11	11	28N	31E	640.00	Pershing
A11	23	28N	31E	640.00	Pershing
S/2, S/2 NE/4	29	28N	31E	400.00	Pershing
Lots 3,4,5,6,7&8, S/2 NW/4	1	32N	31E	312.48	Pershing
A11	13	32N	31E	930.73	Pershing
A11	25	32N	31E	948.09	Pershing
A11	33	32N	31E	640.00	Pershing
A11	5	33N	31E	645.20	Pershing
A11	7	33N	31E	628.24	Pershing
A11	21	33N	31E	640.00	Pershing
A11	23	33N	31E	640.00	Pershing
A11	25	33N	31E	640.00	Pershing
A11	29	33N	31E	640.00	Pershing
Lots 1-4 of N/2, S/2	3	27N	32E	410.80	Pershing
A11	23	28N	32E	640.00	Pershing
A11 exc. 38.36 acres in R/W	27	28N	32E	601.64	Pershing
SE/4	9	29N	32E	160.00	Pershing
A11	15	29N	32E	640.00	Pershing

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A11	27	29N	32E	640.00	Pershing
A11	29	29N	32E	640.00	Pershing
A11	31	29N	32E	625.64	Pershing
Lots 2 & 8, SE4SE4, W2NW4, NE4NW4, N2SE4NW4, SW4SE4NW4, S2SW4, W2NE4SW4, NW4SW4 and N2 of Lots 1 & 6					
	3	30N	32E	450.07	Pershing
A11	5	31N	32E	640.16	Pershing
A11	9	31N	32E	640.00	Pershing
A11	17	31N	32E	640.00	Pershing
A11	21	31N	32E	640.00	Pershing
A11	29	31N	32E	613.20	Pershing
A11*	5	32N	32E	641.28	Pershing
A11*	7	32N	32E	627.84	Pershing
A11*	9	32N	32E	640.00	Pershing
W2E2, W/2, W/2 SE/4 NE/4 NE/4; W/2 NE/4 NE/4 SE/4; W/2 E/2 E/2*	15	32N	32E	570.00	Pershing
A11*	27	32N	32E	640.00	Pershing
A11*	17	32N	32E	640.00	Pershing
A11 Except E/2 SE/4 SE/4*	19	32N	32E	613.28	Pershing
A11*	21	32N	32E	640.00	Pershing
A11*	29	32N	32E	640.00	Pershing
Lots 1 and 2, E/2 NW/4*	31	32N	32E	158.23	Pershing
A11*	33	32N	32E	640.00	Pershing
A11*	31	33N	32E	624.76	Pershing
A11*	33	33N	32E	640.00	Pershing
S/2	17	34N	32E	320.00	Pershing
W/2	35	29N	33E	320.00	Pershing
A11	3	28N	33E	634.44	Pershing
A11	5	28N	33E	639.60	Pershing
A11	7	28N	33E	640.00	Pershing
W2SE4SW4, N2SW4, SW4SW4	9	28N	33E	140.00	Pershing
A11	15	28N	33E	640.00	Pershing
A11	19	28N	33E	640.00	Pershing
A11	21	28N	33E	640.00	Pershing
A11	23	28N	33E	640.00	Pershing
A11	25	28N	33E	702.00	Pershing
A11	33	28N	33E	640.00	Pershing
A11	35	28N	33E	640.00	Pershing
Lots 7, 8, 9, 10, 15, 16 NW4	3	28N	34E	240.00	Pershing
	9	28N	34E	160.00	Pershing



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SW4	11	28N	34E	160.00	Pershing
SE4 & E2SW4	13	28N	34E	240.00	Pershing
N/2 S/2 & S/2 N/2	17	28N	34E	320.00	Pershing
N/2N/2, N/2SE/4NE/4, SW/4SE/4, E/2SE/4, E/2SW/4	5	27N	35E	372.36	Pershing
A11	9	27N	35E	640.00	Pershing
E/2	17	27N	35E	320.00	Pershing
N/2, N/2 SE/4	19	27N	35E	504.04	Pershing
A11	21	27N	35E	640.00	Pershing
A11	29	27N	35E	640.00	Pershing
A11	5	28N	35E	648.80	Pershing
A11	9	28N	35E	640.00	Pershing
Lots 1 & 2, E/2 NW/4, N/2 NE/4 SW/4, SE/4 NE/4 SW4, E/2	19	28N	35E	483.98	Pershing
A11	21	28N	35E	640.00	Pershing
A11	29	28N	35E	640.00	Pershing
A11	33	28N	35E	640.00	Pershing
S/2	33	29N	35E	320.00	Pershing
A11*	5	33N	40E	612.06	Humboldt
A11*	9	34N	40E	640.00	Humboldt
NW4SW4, E2SE4, SW4SE4*	13	34N	40E	160.00	Humboldt
S/2*	27	34N	40E	320.00	Humboldt
E/2*	29	34N	40E	320.00	Humboldt
E/2 SE/4	5	37N	40E	80.00	Humboldt
A11*	33	34N	40E	640.00	Humboldt
A11	7	38N	40E	506.40	Humboldt
A11	19	38N	40E	504.44	Humboldt
A11	31	38N	40E	502.40	Humboldt
Lots 3 & 5, E/2 NW/4, SW/4*	3	31N	42E	318.49	Lander
A11*	9	31N	42E	640.00	Lander
W2*	15	31N	42E	320.00	Lander
A11*	21	31N	42E	640.00	Lander
A11*	23	31N	42E	640.00	Lander
A11*	25	31N	42E	640.00	Lander
A11*	27	31N	42E	640.00	Lander
W/2, S/2 NE/4	27	32N	42E	400.00	Lander
A11	13	33N	42E	640.00	Humboldt
A11	25	33N	42E	640.00	Humboldt
A11	35	33N	42E	640.00	Humboldt

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A11	1	30N	43E	639.42	Lander
A11	5	30N	43E	640.48	Lander
A11	7	30N	43E	617.78	Lander

NE/4: Lots 1,2,4 of NW/4 (Exc. 21.22 acs deeded to US) Lots 8, 9,10,11 and 12	1	31N	43E	454.01	Lander
---	---	-----	-----	--------	--------

Lots 3 & 4, S/2 NW/4, SW/4	5	31N	43E	293.88	Lander
S/2 NW/4, lots 3 and 4	7	31N	43E	238.56	Lander
SW/4 SW/4	13	31N	43E	40.00	Lander
N/2, SW/4	25	31N	43E	475.04	Lander
SE/4*	25	31N	43E	160.00	Lander
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	29	31N	43E	260.00	Lander

A11	31	31N	43E	639.56	Lander
A11	5	33N	43E	649.00	Humboldt
A11	7	33N	43E	625.80	Humboldt
A11	9	33N	43E	640.00	Humboldt
A11	25	33N	43E	640.00	Humboldt
N2	27	33N	43E	320.00	Humboldt
A11	31	33N	43E	631.00	Humboldt
NE4	35	33N	43E	160.00	Humboldt

N2 & SW4	3	31N	44E	559.80	Lander
SE4*	3	31N	44E	160.00	Lander
A11	5	31N	44E	714.60	Lander
A11	7	31N	44E	640.60	Lander
N2 & SW4	9	31N	44E	480.00	Lander
SE4*	9	31N	44E	160.00	Lander
N2 & SW4	17	31N	44E	480.00	Lander
SE4*	17	31N	44E	160.00	Lander
N2, SW4 & W2SE4	19	31N	44E	562.44	Lander
E2SE4*	19	31N	44E	80.00	Lander

A11	5	32N	44E	677.25	Humboldt
E2NW4, NE4 & E2SE4	7	32N	44E	320.00	Humboldt
A11	9	32N	44E	698.24	Humboldt
A11	15	32N	44E	640.00	Lander
E2SW4, S2NW4, & NE4	17	32N	44E	320.00	Humboldt
NE4	21	32N	44E	160.00	Lander
A11	23	32N	44E	640.00	Lander
N2, N2SW4, SW4SE4	27	32N	44E	440.00	Lander
NE4, S2NW4 & S2	35	32N	44E	508.72	Lander
N2 & SW4*	15	30N	45E	480.00	Lander

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NE4 & S2	21	30N	45E	480.00	Lander
NW4*	21	30N	45E	160.00	Lander
NE4 & S2	29	30N	45E	480.00	Lander
NW4*	29	30N	45E	160.00	Lander
All	5	30N	46E	641.60	Lander
W2	21	30N	46E	320.00	Lander
Lots 1, 2, 7 & 8, SE/4	29	30N	46E	317.60	Lander
E/2 NE/4; NW/4 NE/4, NE/4 SE/4, NE/4 SE/4 SE/4, SW/4 NE/4: Lots 2, 4,5,7,8,9,11 & S/2 Lot 1 of NW/4	31	30N	46E	405.73	Lander
All	3	29N	47E	640.00	Lander
All	5	29N	47E	640.00	Lander
All	11	29N	47E	640.00	Lander
All	13	29N	47E	710.32	Lander
S/2 NW/4, NE/4, N/2 S/2, SE/4 SE/4, SW/4 SW/4	17	29N	47E	480.00	Lander
E/2 NE/4, Lots 4,5,9-16, SE/4	19	29N	47E	615.88	Lander
All	21	29N	47E	640.00	Lander
All	23	29N	47E	640.00	Lander
All	27	29N	47E	640.00	Lander
NE/4	29	29N	47E	160.00	Lander
NE/4, NE/4 SE/4	31	29N	47E	200.00	Lander
N/2, N/2 S/2	33	29N	47E	480.00	Lander
N2	17	35N	51E	320.00	Eureka

TOTAL 87,730.10 more or less

*Mineral rights only with right of surface entry.

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