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Page 1 of 20

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0219581

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GROUND LEASE AND EASEMENT TERMINATION

This Ground Lease and Easement Termination (the "Ground Lease Termination"), dated January 5, 2012 is made by and between NEWMONT USA LIMITED, a Delaware corporation, successor to Newmont Gold Company, ("Ground Lessor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor in interest to Shawmut Bank Connecticut, National Association, not in its individual capacity, but solely as owner trustee (the "Ground Lessee") under Trust Agreement No. 1 and Trust Agreement No. 2 (the "Trust Agreements") each dated as of July 15, 1994 with Philip Morris Capital Corporation, a Delaware corporation.

WITNESSTH:

WHEREAS, on September 30, 1994, Ground Lessor and Ground Lessee entered into a Ground Lease and Easement (the "Ground Lease and Easement") for the lease of the Site Interest as described in the plat attached as Exhibit B to the Ground Lease and Easement, a copy of which is attached hereto as Exhibit A and the Site Interest property description attached as Exhibit C to Ground Lease and Easement, a copy of which is attached hereto as Exhibit B, and the grant of an easement and certain other rights of way with respect to the Adjacent Premises, as described in Exhibit A to the Ground Lease and Easement, a copy of which is attached as Exhibit C hereto, and the Conveyor Plot as described in Exhibit D to the Ground Lease and Easement, a copy of which is attached as Exhibit D hereto;

WHEREAS, Ground Lessee and Ground Lessor are also a party to that certain Lease (Trust No. 1) and Lease (Trust No. 2), each dated as of September 30, 1994 (the "Facility Leases"), pursuant to which Ground Lessor leased from Ground Lessee an aggregate 100% Undivided Interest in the Facility (as defined in the Facility Leases) located in substantial part on the Site Interest and in minor part, on the Conveyor Plot;

WHEREAS, pursuant to Section 14 of the Facility Leases, Ground Lessor has timely elected to exercise the Early Purchase Option (as defined in the Facility Leases) to purchase Ground Lessee's 100% Undivided Interest in the Facility; and

WHEREAS, the parties desire to mutually terminate the Ground Lease and Easement and, except as otherwise provided herein, relieving all parties of the duties and obligations contained in the Ground Lease and Easement.

NOW, THEREFORE, in consideration of the premises, and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. TERMINATION OF GROUND LEASE AND EASEMENT. The Ground Lease and Easement shall terminate on January 5, 2012 (the "Effective Date"), and all parties thereto shall be fully and unconditionally released and discharged from their respective obligations to perform each and all of the terms, covenants and conditions set forth in the Ground Lease and Easement arising after the Effective Date. Ground Lessee does hereby terminate and release the easements granted pursuant to the Ground Lease and Easement and forever releases and discharges the Adjacent Premises and Conveyor Plot from the encumbrance of any easement. After the Effective Date, Ground Lessee acknowledges and agrees that Ground



Lessee shall have no further right, title or interest in or to the Site Interest, Conveyor Plot or Adjacent Premises.

SECTION 2. *CONVEYANCE OF FIXTURES ON PROPERTY.* Throughout the term of the lease the Facility was erected and maintained on the Site Interest and Conveyor Plot. It is the intent of the parties that said fixtures shall remain on the property upon the termination of the Ground Lease and Easement, and Ground Lessee hereby relinquishes any rights to the Facility and any other structures, fixtures or other personal property on the premises. All, right, title, interest and ownership in the Facility shall remain with the premises and shall revert to and vest in the absolute ownership of Ground Lessor as of the Effective Date, without the payment of any other consideration from Ground Lessor to Ground Lessee. Ground Lessee further agrees that the Ground Lessor shall not be required to dismantle the Facility.

SECTION 3. *RENTAL PAYMENT OBLIGATIONS.* Ground Lessee shall pay rent due under the Ground Lease and Easement up to and including the Effective Date. The parties agree that upon execution of this Ground Lease Termination, Ground Lessee shall be relieved from any liability or obligation of paying any further rent or any other obligations accruing under the Ground Lease and Easement after the Effective Date.

SECTION 4. *SURVIVAL.* Any representations, obligations, or duties that would have survived the normal expiration of the term of the Ground Lease and Easement shall survive the termination effectuated by this Ground Lease Termination.

SECTION 5. *GOVERNING LAW.* The interpretation of this Ground Lease Termination and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New York.

SECTION 6. *COUNTERPARTS.* This Ground Lease Termination may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 7. *DEFINITIONS.* Capitalized terms used herein shall, unless defined herein, have the respective meanings set forth in the Ground Lease and Easement.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Ground Lease and Easement Termination as of the date first set forth above.

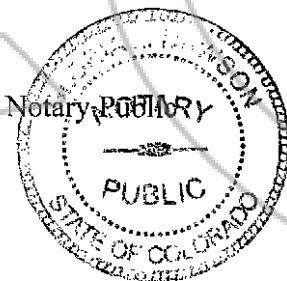
NEWMONT USA LIMITED

By: [Signature]
Name: Thomas P. Mahoney
Title: VP and Treasurer

State of Colorado)
) ss.
County of Chaparral)

On this 3rd day of January, 2012, before me personally appeared Thomas P. Mahoney, as Vice President, Treasurer of NEWMONT USA LIMITED, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above document in said capacity on behalf of said corporation.

(seal)



[Signature]
My Commission Expires 7-15-15

[Signature Page to Ground Lease and Easement Termination]

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity, but solely
as Owner Trustee under Trust Agreement
No. 1 and Trust Agreement No. 2, each
dated as of July 15, 1994 with Philip Morris
Capital Corporation

By: Cauna M. Silva
Name: Cauna M. Silva
Title: Vice President

State of Connecticut)
County of Hartford) ss.

On this 4th day of January, 2012 before me personally appeared
Cauna M. Silva, as Vice President of U.S. BANK NATIONAL
ASSOCIATION, whose identity was proven to me on the basis of satisfactory evidence to be the
person who he or she claims to be, and acknowledged that he or she signed the above document
in said capacity on behalf of said entity.

(seal)

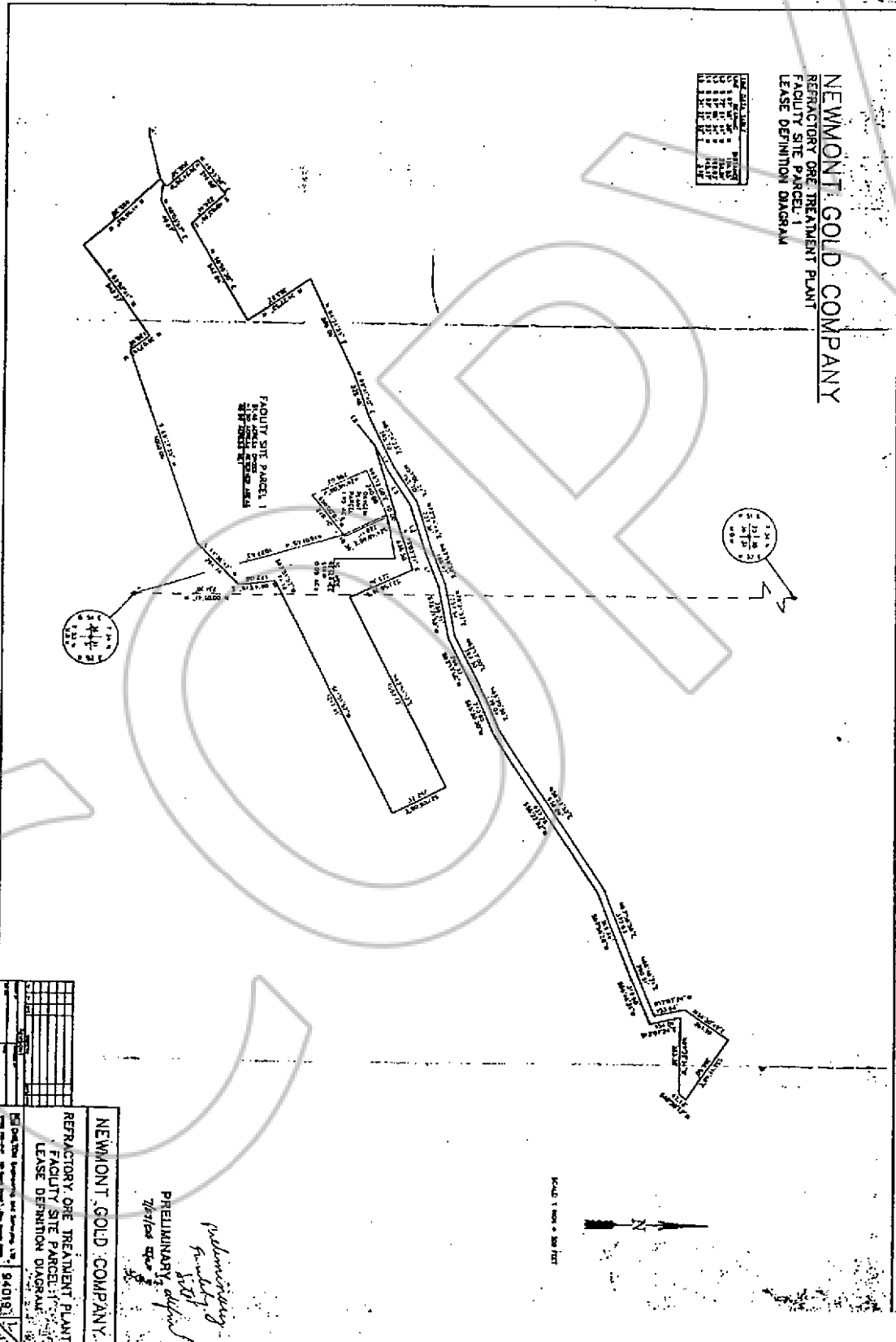
Notary Public.

Karen R. Felt

KAREN R. FELT
Notary Public, State of Connecticut
My Commission Expires Feb. 28, 2014

Exhibit A

Site Interest Plat



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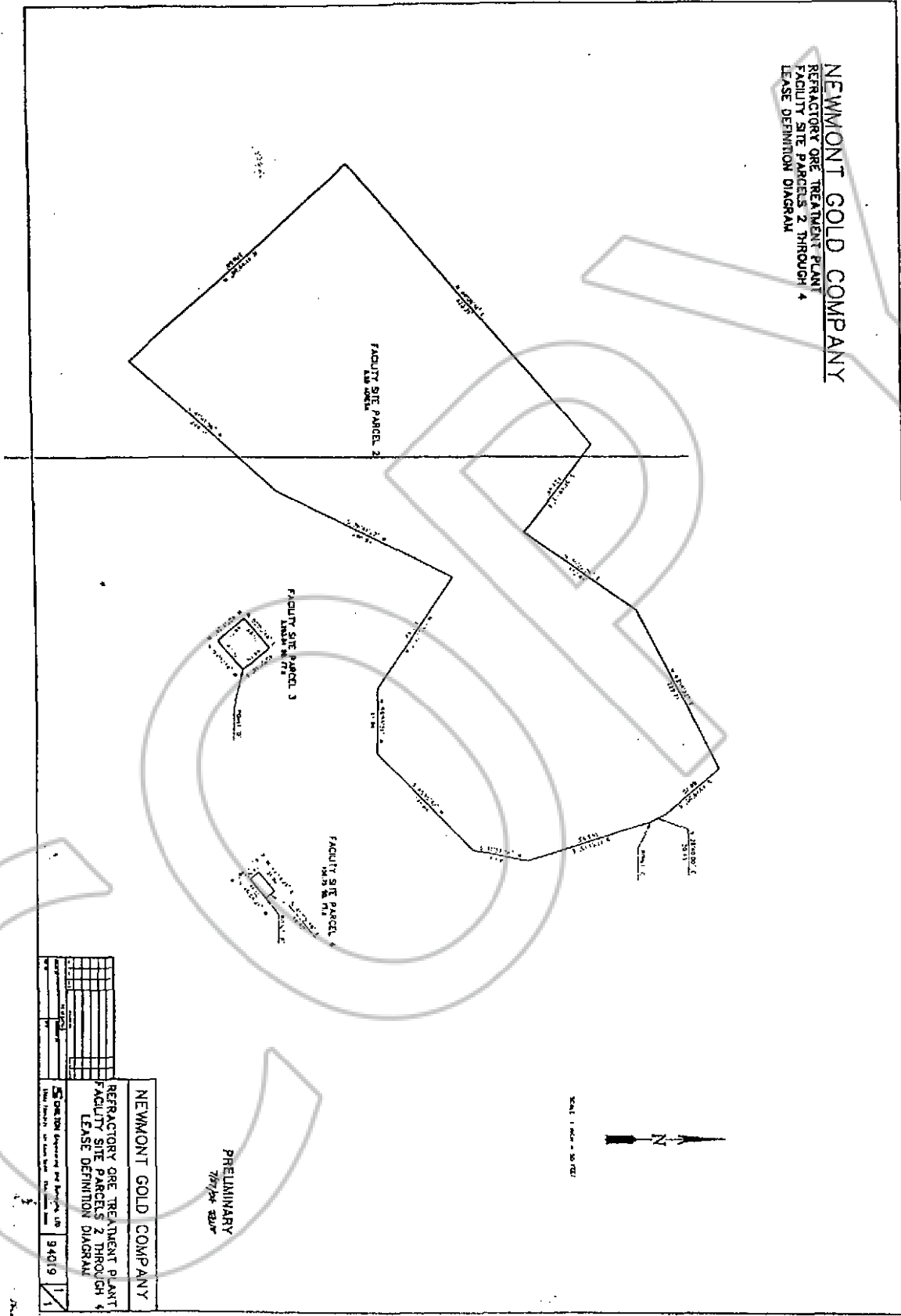
Book 528

Page 212

02/16/2012

Page 6 of 20

NEWMONT GOLD COMPANY
 REFRACTORY ORE TREATMENT PLANT
 FACILITY SITE PARCELS 2 THROUGH 4
 LEASE DEFINITION DIAGRAM



NEWMONT GOLD COMPANY

REFRACTORY ORE TREATMENT PLANT
 FACILITY SITE PARCELS 2 THROUGH 4
 LEASE DEFINITION DIAGRAM

DATE	BY	CHKD	APPD
02/16/2012	J. [Signature]	[Signature]	[Signature]

5 ONE 100' Square and Smaller LOTS
 Total Parcels: 100 Acres Total: 940/9

Exhibit B

Site Interest Property Description

PORTIONS OF THE NORTH HALF OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST; THE SOUTH HALF OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST; AND THE WEST HALF OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, MOUNT DIABLO MERIDIAN; SAID PORTIONS TO DEFINE THE LIMITS OF AN EASEMENT KNOWN AS THE CONVEYOR PLOT AREA AND EACH OF FOUR SITE INTEREST PARCELS KNOWN AS FOLLOWS: SITE INTEREST PARCEL 1, AN APPROXIMATE 47.69 ACRE LEASE PARCEL; SITE INTEREST PARCEL 2, AN APPROXIMATE 6.28 ACRE LEASE PARCEL; SITE INTEREST PARCEL 3, AN APPROXIMATE 2203.84 SQUARE FOOT LEASE PARCEL; SITE INTEREST PARCEL 4, AN APPROXIMATE 456.75 SQUARE FOOT LEASE PARCEL, EACH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR EACH OF THE FOLLOWING DESCRIPTIONS IS THE EAST SECTION LINE OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, DEPICTED AS NORTH 00°05'41" WEST ON EXHIBIT "A" ATTACHED TO THAT CERTAIN SHORT FORM LEASE BETWEEN NEWMONT GOLD COMPANY, AS LESSOR, AND PRAXAIR, INC., AS LESSEE, DATED THE 23RD DAY OF NOVEMBER, 1992, RECORDED IN BOOK 244 AT PAGE 072 IN THE OFFICE OF THE RECORDER OF EUREKA COUNTY, NEVADA.

SITE INTEREST PARCEL 1

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 00°05'41" WEST, COINCIDENT WITH THE EAST LINE OF THE AFOREMENTIONED SECTION 36, 731.30 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SECTION LINE, SOUTH 62°51'52" WEST, 74.18 FEET;



THENCE SOUTH 06°43'15" EAST, 172.08 FEET;
THENCE SOUTH 44°36'42" WEST, 294.74 FEET;
THENCE SOUTH 69°37'35" WEST, 1000.00 FEET;
THENCE NORTH 87°26'12" WEST, 192.16 FEET;
THENCE NORTH 33°52'32" WEST, 203.42 FEET;
THENCE SOUTH 81°41'37" WEST, 171.61 FEET;
THENCE SOUTH 57°11'05" WEST, 103.37 FEET;
THENCE NORTH 39°50'14" WEST, 74.74 FEET;
THENCE SOUTH 50°41'48" WEST, 95.22 FEET;
THENCE SOUTH 41°31'00" EAST, 38.92 FEET;
THENCE SOUTH 51°49'09" WEST, 55.80 FEET;

THENCE NORTH 40°35'04" WEST, 169.95 FEET, TO A POINT COINCIDENT WITH THE "CONVEYOR PLOT AREA EASEMENT" PERIMETER LINE, AS DESCRIBED WITHIN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT";

THENCE COINCIDENT WITH SAID "CONVEYOR PLOT AREA EASEMENT" PERIMETER LINE THROUGH THE FOLLOWING THREE COURSES, CONTINUING NORTH 40°35'04" WEST, 8.50 FEET, TO A POINT KNOWN AS POINT "A";

THENCE DEPARTING POINT "A", NORTH 48°03'57" EAST, 20.00 FEET;

THENCE NORTH 39°24'28" WEST, 7.88 FEET;

THENCE DEPARTING SAID COINCIDENT "CONVEYOR PLOT AREA EASEMENT" PERIMETER LINE, CONTINUING NORTH 39°24'28" WEST, 198.71 FEET;

THENCE NORTH 49°55'58" EAST, 219.88 FEET;

THENCE SOUTH 40°03'39" EAST, 224.41 FEET;



THENCE NORTH 58°55'30" EAST, 547.94 FEET;

THENCE NORTH 34°22'52" WEST, 363.22 FEET;

THENCE NORTH 64°34'35" EAST, 506.09 FEET;

THENCE NORTH 69°41'40" EAST, 225.46 FEET;

THENCE NORTH 63°24'23" EAST, 285.70 FEET;

THENCE NORTH 57°06'34" EAST, 195.70 FEET;

THENCE NORTH 72°24'44" EAST, 237.36 FEET;

THENCE NORTH 67°59'38" EAST, 188.43 FEET;

THENCE NORTH 78°31'52" EAST, 257.54 FEET;

THENCE NORTH 62°17'00" EAST, 282.30 FEET;

THENCE NORTH 65°30'30" EAST, 239.04 FEET;

THENCE NORTH 56°22'52" EAST, 938.04 FEET;

THENCE NORTH 67°58'58" EAST, 372.63 FEET;

THENCE NORTH 66°46'21" EAST, 290.51 FEET;

THENCE NORTH 12°7'24" WEST, 153.64 FEET;

THENCE NORTH 34°30'49" EAST, 301.06 FEET, TO A POINT ON A CURVE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 766, AS RECORDED IN BOOK 76, PAGES 144-148 OF DEEDS, IN THE OFFICE OF THE RECORDER OF EUREKA COUNTY, NEVADA;

THENCE ALONG SAID CURVE, WHICH IS NON-TANGENT AND CONCAVE TO THE SOUTHWEST, DEPARTING A TANGENT WHICH BEARS SOUTH 59°18'00" EAST, COINCIDENT WITH THE AFOREMENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 766, SAID CURVE HAVING A RADIUS OF 9900.00 FEET, PASSING THROUGH A CENTRAL ANGLE OF 2°09'27", AN ARC DISTANCE OF 372.79 FEET;



THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 40°20'12" WEST, 98.74 FEET;

THENCE NORTH 89°32'34" WEST, 383.38 FEET;

THENCE SOUTH 12°07'24" EAST, 154.01 FEET;

THENCE SOUTH 66°46'21" WEST, 319.68 FEET;

THENCE SOUTH 67°58'58" WEST, 369.44 FEET;

THENCE SOUTH 56°22'52" WEST, 937.28 FEET;

THENCE SOUTH 65°30'30" WEST, 240.85 FEET;

THENCE SOUTH 62°17'00" WEST, 286.32 FEET;

THENCE SOUTH 78°31'52" WEST, 259.31 FEET;

THENCE SOUTH 67°59'38" WEST, 186.55 FEET;

THENCE SOUTH 72°24'44" WEST, 234.01 FEET;

THENCE SOUTH 57°06'34" WEST, 192.93 FEET;

THENCE SOUTH 63°24'23" WEST, 145.17 FEET;

THENCE SOUTH 34°22'52" EAST, 3.18 FEET;

THENCE NORTH 73°03'21" EAST, 638.50 FEET;

THENCE SOUTH 23°58'36" EAST, 333.36 FEET;

THENCE NORTH 62°51'52" EAST, 1053.72 FEET;

THENCE SOUTH 27°08'08" EAST, 292.71 FEET;

THENCE SOUTH 62°51'52" WEST, 1217.41 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THOSE LANDS SUBJECT TO THAT CERTAIN LEASE AGREEMENT DESCRIBED WITHIN THAT CERTAIN SHORT FORM LEASE BETWEEN NEWMONT GOLD COMPANY, AS LESSOR, AND PRAXAIR, INC., AS



0219581

Book: 528

Page: 217

02/16/2012

Page: 11 of 20

LESSEE, DATED THE 23RD DAY OF NOVEMBER, 1992 ENCOMPASSING THAT STRUCTURE KNOWN AS THE OXYGEN PLANT, RECORDED IN BOOK 244, AT PAGE 072, IN THE OFFICE OF THE RECORDER OF EUREKA COUNTY, NEVADA, TOGETHER WITH A 10 FOOT WIDE STRIP COINCIDENT WITH THE NORTHEASTERLY PERIMETER OF THE SAID OXYGEN PLANT, BOTH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED SOUTHEAST SECTION CORNER, OF SECTION 36;

THENCE NORTH 16°01'05" WEST, 1077.63 FEET, TO THE POINT OF BEGINNING;

THENCE COINCIDENT WITH THE AFOREMENTIONED OXYGEN PLANT LEASE LINE THROUGH THE FOLLOWING THREE COURSES, SOUTH 50°00'00" WEST 248.70 FEET;

THENCE NORTH 24°48'00" WEST, 296.03 FEET;

THENCE NORTH 65°12'00" EAST, 240.00 FEET;

THENCE DEPARTING SAID OXYGEN PLANT LEASE LINE, DEFINING THE AFOREMENTIONED 10 FOOT WIDE STRIP, CONTINUING NORTH 65°12'00" EAST, 10.00 FEET;

THENCE SOUTH 24°48'00" EAST, 228.11 FEET;

THENCE SOUTH 50°00'00" WEST, 10.36 FEET TO THE POINT OF BEGINNING.

SAID EXCEPTED OXYGEN PLANT LEASE AND 10 FOOT WIDE STRIP CONTAINS APPROXIMATELY 1.50 ACRES.

SAID SITE INTEREST PARCEL 1, LESS THE EXCEPTED 1.5 ACRE OXYGEN PLANT LEASE, CONTAINS A NET OF APPROXIMATELY 47.69 ACRES.

SITE INTEREST PARCEL 2

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33



NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE SOUTH 86°39'35" WEST, 2469.72 FEET TO POINT 'C' AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT", SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID POINT 'C', SOUTH 17°51'15" EAST, 163.93 FEET;

THENCE SOUTH 11°37'36" WEST, 69.90 FEET;

THENCE SOUTH 45°15'32" WEST, 175.84 FEET;

THENCE NORTH 88°55'21" WEST, 81.84 FEET;

THENCE NORTH 55°20'37" WEST, 171.49 FEET;

THENCE SOUTH 26°41'22" WEST, 248.89 FEET;

THENCE SOUTH 41°41'56" WEST, 244.91 FEET;

THENCE NORTH 41°49'28" WEST, 370.66 FEET;

THENCE NORTH 49°09'31" EAST, 470.21 FEET;

THENCE SOUTH 51°48'53" EAST, 139.94 FEET;

THENCE NORTH 35°02'06" EAST, 172.49 FEET;

THENCE NORTH 63°15'27" EAST, 225.71 FEET;

THENCE SOUTH 40°19'00" EAST, 88.70 FEET, TO A POINT ON THE PERIMETER LINE OF THE AFOREMENTIONED "CONVEYOR PLOT AREA EASEMENT";

THENCE SOUTH 28°40'00" EAST, COINCIDENT WITH SAID PERIMETER LINE, 20.43 FEET TO THE POINT OF BEGINNING.

SAID SITE INTEREST PARCEL 2 CONTAINS APPROXIMATELY 6.28 ACRES.

SITE INTEREST PARCEL 3

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 88°47'13" WEST, 2274.60 FEET TO POINT 'D' AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT", SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID POINT 'D', SOUTH 50°00'14" WEST, COINCIDENT WITH THE PERIMETER LINE OF SAID "CONVEYOR PLOT AREA EASEMENT", 49.92 FEET;

THENCE DEPARTING SAID PERIMETER LINE, NORTH 40°01'34" WEST, 44.15 FEET;

THENCE NORTH 50°00'14" EAST, 49.92 FEET;

THENCE SOUTH 40°01'34" EAST, 44.15 FEET TO THE POINT OF BEGINNING.

SAID SITE INTEREST PARCEL 3 CONTAINS APPROXIMATELY 2203.84 SQUARE FEET.

SITE INTEREST PARCEL 4

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 89°42'17" WEST, 2212.97 FEET TO POINT 'B' AS DESCRIBED IN THIS LEGAL DESCRIPTION FOR DEFINITION OF A LEASE UNDER THE HEADING OF "CONVEYOR PLOT AREA EASEMENT", SAID POINT BEING THE POINT OF BEGINNING;



THENCE DEPARTING SAID POINT 'B', SOUTH 49°54'21" WEST, 31.50 FEET;

THENCE NORTH 40°05'39" WEST, 14.50 FEET;

THENCE NORTH 49°54'21" EAST, 31.50 FEET, TO A POINT ON THE PERIMETER LINE OF THE AFOREMENTIONED "CONVEYOR PLOT AREA EASEMENT";

THENCE SOUTH 40°05'39" EAST, COINCIDENT WITH SAID PERIMETER LINE, 14.50 FEET TO THE POINT OF BEGINNING.

SAID SITE INTEREST PARCEL 4 CONTAINS APPROXIMATELY 456.75 SQUARE FEET.



0219581

Book 528
Page: 221

02/16/2012
Page: 15 of 20

Exhibit C

Adjacent Premises

The land owned by Newmont and located in Eureka County, Nevada, which is contiguous to the Site Interest and the Conveyor Plot is further described as follows:

Township 33 North, Range 51 East, MDM

Section 1: Lot 1, Lot 2 and Lot 3

Township 34 North, Range 51 East, MDM

Section 36: NE1/4SE1/4, S1/2SE1/4

Township 33 North, Range 52 East, MDM

Section 6: Lot 23, Lot 24, Lot 25, Lot 27, Lot 28

Township 34 North, Range 52 East, MDM

Section 31: Parcel A, Lot 3, Lot 4, SE1/4NW1/4, W1/2NE1/4SW1/4,
SE1/4NE1/4SW1/4, SE1/4SW1/4, NW1/4SE1/4



0219581

Book: 528
Page: 222

02/16/2012
Page: 16 of 20

Exhibit D

Conveyor Plot Property Description

PORTIONS OF THE NORTH HALF OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST; THE SOUTH HALF OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST; AND THE WEST HALF OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, MOUNT DIABLO MERIDIAN; SAID PORTIONS TO DEFINE THE LIMITS OF AN EASEMENT KNOWN AS THE CONVEYOR PLOT AREA AND EACH OF FOUR FACILITY SITE PARCELS KNOWN AS FOLLOWS: FACILITY SITE PARCEL 1, AN APPROXIMATE 47.69 ACRE LEASE PARCEL; FACILITY SITE PARCEL 2, AN APPROXIMATE 6.28 ACRE LEASE PARCEL; FACILITY SITE PARCEL 3, AN APPROXIMATE 2203.84 SQUARE FOOT LEASE PARCEL; FACILITY SITE PARCEL 4, AN APPROXIMATE 456.75 SQUARE FOOT LEASE PARCEL, THE CONVEYOR PLOT AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR EACH OF THE FOLLOWING DESCRIPTIONS IS THE EAST SECTION LINE OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, DEPICTED AS NORTH 00°05'41" WEST ON EXHIBIT "A" ATTACHED TO THAT CERTAIN SHORT FORM LEASE BETWEEN NEWMONT GOLD COMPANY, AS LESSOR, AND PRAXAIR, INC., AS LESSEE, DATED THE 23RD DAY OF NOVEMBER, 1992, RECORDED IN BOOK 244 AT PAGE 072 IN THE OFFICE OF THE RECORDER OF EUREKA COUNTY, NEVADA.

CONVEYOR PLOT AREA EASEMENT

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, A FOUND GENERAL LAND OFFICE MONUMENT, ALSO COMMON TO SECTION 31, TOWNSHIP 34 NORTH, RANGE 52 EAST, AND SECTION 1, TOWNSHIP 33 NORTH, RANGE 51 EAST, AND SECTION 6, TOWNSHIP 33 NORTH, RANGE 52 EAST;

THENCE NORTH 86°10'39" WEST, 2013.76 FEET TO POINT 'A', WHICH IS COINCIDENT WITH THE SITE INTEREST PARCEL 1 PERIMETER AS DESCRIBED IN EXHIBIT C TO THIS GROUND LEASE UNDER THE HEADING OF "SITE INTEREST PARCEL 1", SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING POINT 'A', SOUTH 40°35'04" EAST, COINCIDENT WITH THE AFOREMENTIONED SITE INTEREST PARCEL 1 PERIMETER LINE, 8.50 FEET;

THENCE DEPARTING SAID SITE INTEREST PARCEL 1 PERIMETER LINE, SOUTH 59°05'56" WEST, 147.43 FEET, TO A POINT ON THE EXTERIOR OF THE MILL 2 BUILDING LINE;

THENCE SOUTH 40°05'39" EAST, COINCIDENT WITH THE EXTERIOR OF SAID MILL 2 BUILDING LINE, 0.88 FEET;

THENCE DEPARTING SAID EXTERIOR OF MILL 2 BUILDING LINE, ON A COURSE WITHIN THE INTERIOR OF THE MILL 2 BUILDING, SOUTH 49°54'21" WEST, 89.46 FEET TO A POINT ON THE EXTERIOR OF MILL 2 BUILDING LINE;

THENCE COINCIDENT WITH THE EXTERIOR OF MILL 2 BUILDING LINE THROUGH THE NEXT THREE COURSES, NORTH 40°05'39" WEST, 23.00 FEET, TO A POINT COINCIDENT WITH LEASE PARCEL 4 PERIMETER LINE, KNOWN AS POINT 'B';

THENCE DEPARTING POINT 'B', COINCIDENT WITH SAID LEASE PARCEL 4, CONTINUING NORTH 40°05'39" WEST, 14.50 FEET;

THENCE DEPARTING SAID LEASE PARCEL 4 PERIMETER LINE, CONTINUING NORTH 40°05'39" WEST, 30.86 FEET;

THENCE DEPARTING THE AFOREMENTIONED EXTERIOR OF MILL 2 BUILDING LINE, SOUTH 49°36'54" WEST, 293.26 FEET, TO A POINT COINCIDENT WITH LEASE PARCEL 2 PERIMETER LINE, KNOWN AS POINT 'C';

THENCE DEPARTING POINT 'C', NORTH 28°40'00" WEST, COINCIDENT WITH LEASE PARCEL 2 PERIMETER LINE, 20.43 FEET;

THENCE DEPARTING SAID LEASE PARCEL 2 PERIMETER LINE, NORTH 49°36'54" EAST, 216.17 FEET;

THENCE NORTH 40°01'34" WEST, 2.59 FEET, TO A POINT COINCIDENT WITH LEASE PARCEL 3 PERIMETER LINE;



THENCE NORTH 50°00'14" EAST, COINCIDENT WITH SAID LEASE PARCEL 3 PERIMETER LINE, 49.92 FEET, TO A POINT KNOWN AS POINT 'D';

THENCE DEPARTING SAID POINT 'D' AND LEASE PARCEL 3 PERIMETER LINE, SOUTH 40°01'34" EAST, 2.21 FEET;

THENCE NORTH 49°33'52" EAST, 23.12 FEET, TO A POINT ON THE EXTERIOR OF SAID MILL 2 BUILDING LINE;

THENCE DEPARTING SAID EXTERIOR OF MILL 2 BUILDING LINE, BEGINNING A SERIES OF SEVEN COURSES WITHIN THE INTERIOR OF THE MILL 2 BUILDING, CONTINUING NORTH 49°33'52" EAST, 27.26 FEET;

THENCE SOUTH 38°43'26" EAST, 22.37 FEET;

THENCE NORTH 51°16'34" EAST, 11.80 FEET;

THENCE SOUTH 38°43'26" EAST, 10.50 FEET;

THENCE NORTH 78°18'36" EAST, 37.73 FEET;

THENCE NORTH 49°54'21" EAST, 18.00 FEET;

THENCE SOUTH 40°05'39" EAST, 13.91 FEET, TO A POINT ON THE EXTERIOR OF SAID MILL 2 BUILDING LINE;

THENCE COINCIDENT WITH THE EXTERIOR OF SAID MILL 2 BUILDING LINE, CONTINUING SOUTH 40°05'39" EAST, 2.45 FEET;

THENCE DEPARTING SAID EXTERIOR MILL 2 BUILDING LINE, NORTH 59°05'56" EAST, 167.69 FEET, TO A POINT ON THE AFOREMENTIONED SITE INTEREST PARCEL 1 PERIMETER LINE;

THENCE COINCIDENT WITH SITE INTEREST PARCEL 1 PERIMETER LINE, THE FOLLOWING TWO COURSES, SOUTH 39°24'28" EAST, 7.88 FEET;

THENCE SOUTH 48°03'57" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT KNOWN AS THE "CONVEYOR PLOT AREA EASEMENT"
CONTAINS APPROXIMATELY 14,444.29 SQUARE FEET.

COPY

