

APN # 004-220-06

Recorded at the request of and return to:  
Newmont USA Limited  
Land Department  
1655 Mountain City Highway  
Elko, Nevada 89801

**DOC # 0228966**

12/16/2014

04:46 PM

**Official Record**

Recording requested By  
NEWMONT USA LTD

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$42.00

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RPTT:

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Book- 576 Page- 0201

This document contains no personal  
information as defined in NRS 603A.040.



### **TEMPORARY ACCESS EASEMENT AND AGREEMENT**

This Temporary Access Easement and Agreement ("Agreement") is entered into and effective January 1, 2015 by and between Newmont USA Limited, whose address is 1655 Mountain City Highway, Elko, Nevada 89801 (hereinafter called "Newmont"); and Bunny Trails R.V. Park, LLC, whose address is 10375 Bunny Trails Lane, Battle Mountain, Nevada 89820 (hereinafter called "Bunny Trails").

#### **RECITALS**

- A. Newmont owns certain real property located in Eureka County, Nevada, more particularly described as the E2, Section 33, T33N, R48E, MDM (the "Newmont Parcel").
- B. Bunny Trails own certain real property located in Eureka County, Nevada, more particularly described as Lots 7-11 of the NW4NW4, Section 34, T33N, R48E, MDM., consisting of 5.92 acres, less the Highway Right-of-Way (the "Bunny Trails Parcel").
- C. Bunny Trails desires to use the existing road as described in Exhibit "A" for ingress and egress.

#### **AGREEMENT**

NOW THEREFOR, for and in consideration of Ten dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged and for other good and valuable consideration, Newmont and Bunny Trails agree as follows:

1. Access: Newmont hereby grants to Bunny Trails, commencing upon the effective date of this Agreement, the non-exclusive rights of ingress and egress to and from the Bunny Trails Parcel upon that certain existing two track road as described in Exhibit "A" and subject to the conditions set forth below and any other restrictions of record.
2. Scope of Easement: Bunny Trails shall use the access solely for limited ingress and egress to the Bunny Trails parcel and for no other purpose; Bunny Trails shall not authorize or allow use of firearms, open fires or camping on the Newmont property by their invitees, agents or contractors. Bunny Trails shall use only the existing road on

the property for incidental traffic and emergency vehicle use only. Bunny Trails shall only make minor improvements to the road and travel area as depicted in Exhibit "A", including installing unlocked gates on the Bunny Trails Parcel. Bunny Trails will make no other improvement or alteration to the Newmont Parcel without the written approval of Newmont, first obtained. Nothing herein shall be construed to create or impose upon Newmont any obligation to construct, maintain or improve the said access roadway; and, Newmont makes no representation whatsoever as to the access roadway's fitness for purpose or condition. Nothing herein shall be construed to create a real covenant or a covenant running with the land.

3. Workmanship and reclamation: During said use of described Agreement, Bunny Trails shall conduct its activities on the property in a good and workmanlike manner in accordance with commonly accepted practices, including taking due care with gates, fences and roads. Bunny Trails shall make every effort to avoid any unnecessary disturbance to the property, and shall undertake to fully reclaim Newmont's property to its original condition as soon as reasonably practical, but in any event, before expiry or termination of this Agreement. The reclamation obligations shall survive the expiration or termination of this Agreement.
4. Termination by Newmont: Newmont expressly reserves the right to terminate this Agreement at any time or to require that the access roadway be realigned to accommodate Newmont's use and enjoyment of its surface rights and subsurface rights on and under the Newmont property. The rights granted herein shall terminate upon discontinuance of such use for a continuous period of one year and all rights of this Agreement shall revert to Newmont, or its successors or assigns.
5. Term of Easement: Provided this Agreement is in good standing and not terminated earlier by Newmont, Bunny Trails shall have and hold the rights granted herein for a period of five years from effective date and for so long as it uses the lands in accordance to this Agreement.
6. Applicable laws: Bunny Trails shall comply with all applicable laws, statutes, ordinances, rules, regulations and orders in exercising the rights set forth herein.
7. Disclaimer; Indemnification: Bunny Trails shall indemnify and hold harmless Newmont, its affiliates and subsidiaries, and their respective officers, directors, employees or agents, from and against any and all claims, demands, liabilities, losses or damages (including reasonable attorney's fees and costs) whatsoever arising from or in connection with this Agreement or Bunny Trails employee's, agent's, representative's, operations or activities upon or related to the Newmont property.
8. Sole Agreement: This Agreement is the sole Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, written or oral. No modification, alteration, or waiver of any term of this Agreement shall be binding unless the same shall be in writing dated

subsequent hereto and duly executed by the parties.

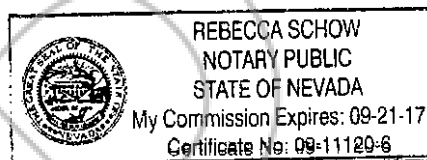
9. Waiver: The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by either party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either validity of this Agreement, or any part hereof, or the right of each party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents duly to be executed the day and year first above written.

NEWMONT USA LIMITED:

By: [Signature]  
Title: Vice President

STATE OF NEVADA )  
COUNTY OF ELKO )



This instrument was acknowledged before me, a Notary Public on 12-4-14, 2014, by Gavin Jangard as Vice President, of NEWMONT USA LIMITED.

Rebecca Schow  
Notary Public

Accepted and agreed to by Managing Member of Bunny Trails, on 12.4.14, 2014.

By: [Signature]  
Name: Jeffrey A. Lynn  
Title: Managing Member

STATE OF NEVADA )  
COUNTY OF ELKO )



On this 4 day of December, 2014, personally appeared before me, a Notary Public, Jeffrey Lynn Allen who acknowledged that he executed the above instrument.

Mary Sue Kerr  
Notary Public

# Exhibit "A"

