

WARRANTY DEED

THIS WARRANTY DEED, made this 7 day of March, 1984, between AMAX Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York, duly authorized to do business in the State of Nevada whose address for purposes hereof shall be AMAX Inc., 1707 Cole Boulevard, Golden, Colorado 80401, (hereinafter referred to as "GRANTOR") and DONALD E. BENTLY whose address for the purposes hereof shall be P.O. Box 157, Minden, Nevada 89423, (hereinafter the "GRANTEE");

W I T N E S S E T H:

That the said GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and good and valuable consideration to the said GRANTOR in hand paid by the said GRANTEE, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm, unto the said GRANTEE, his heris, executors, administrators, successors, and assigns forever, all of the following described land situate, lying, and being in the County of Douglas, and State of Nevada:

W1/2 of the NE1/4; SE1/4 of the NE1/4; NW1/4
of the SW1/4 of Section 25, Township 12N,
Range 21E, M.D.B.&M., Douglas County, Nevada

Hereinafter referred to as the "Tracts".

TOGETHER WITH all of GRANTOR's, right, title and interest, including any reversionary interest of GRANTOR in and to all oil rights, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land herein described above together with perpetual right of drilling, mining, exploring or operation therefor and storing in and removing the same from said land, or any other land, including the right to whipstock or directionally drill and mine from lands other than those herein described above, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land herein described above and to bottom such whipstocked or directionally drilled wells, tunnels or shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, TOGETHER WITH the right to drill, mine, store, explore and operate through or on, and utilize, all or any portion of the surface and subsurface of the land herein described above.

TOGETHER WITH all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, springs, wells, and rights to springs and wells, headgates, flumes, and pumping and irrigating equipment, appurtenant to, associated with, or used, on or for the benefit of the Tracts, whether or not adjudicated. The water rights shall include, without limitation, the following:

Certificate of Appropriation granted
March 30, 1976 by the State Engineer's
Office of the State of Nevada, Certificate
of Record No. 468, In The Matter Of The

Determination Of The Relative Rights In
And To The Waters Of Pine Nut Creek And
Tributaries In Douglas County, State of
Nevada, Case No. 5950, (Exhibit "F") as it
relates to this property.

Hereinafter referred to as the "Water Rights." Subject to the agreement and conveyance of easements and water rights between John B. Anderson and Edith Anderson and Nevis Industries, Inc., dated May 10, 1978, filed in the office of the Douglas County Recorder, May 12, 1978, in Book 578, Page 919, File No. 20648.

AND TOGETHER with all and singular the minerals and the mineral rights, and the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim,, and demand whatsoever of the said GRANTOR, either in law or in equity, of, in, and to the above-bargained Tracts with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said Tracts above bargained and described, with the appurtenances unto the GRANTEE, his heirs, successors and assigns forever. And the said GRANTOR, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the said GRANTEE, his heirs, executors, administrators, successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the Tracts above conveyed, as of good, sure, perfect, absolute, and infeasible estate of inheritance, in law, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, convey the same in manner and form aforesaid, that previous to the time of the execution of the conveyance the GRANTOR has not conveyed the same real property or any right, title or interest therein, to any person other than the GRANTEE; that the real property is, at the time of the execution of the conveyance, free from encumbrances done, made, or suffered by the GRANTOR or any person claiming under it including all former and other grants, trust deeds, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, except:

1. Taxes for the fiscal year July 1, 1983 to July 1, 1984, together with personal property taxes and assessments and other taxes collected therewith, a lien, not yet due or payable. Taxes for all years subsequent thereto.

2. Any loss or damage arising out of the fact that the said premises may be situate within the boundaries of any present or future general improvement, special assessment, water or sewer districts, the existence of which is not, at the date hereof, a matter of public record.

3. Right of way in favor of the Truckee River General Electric Company, as granted by the H.F. Dangberg Land and Livestock Company for pole lines and incidental purposes, recorded August 12, 1907, in Book B of Miscellaneous Records, Page 217, Douglas County, Nevada, records. (Location indefinite)

and the above bargained Tracts in the quiet and peaceable possession of the said GRANTEE, his heirs, executors, administrators, successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said GRANTOR shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal the day and year first above written.

Attest:

AMAX Inc.

SEAL

Raymond J. Cooke
Assistant Secretary

By: ^{V.P.} *U.P. Blake*
Vice President
U. P. BLAKE

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 7th day of March 1984, by U.P. Blake as Vice President and Raymond J. Cooke as Assistant Secretary, of AMAX Inc., a New York corporation.

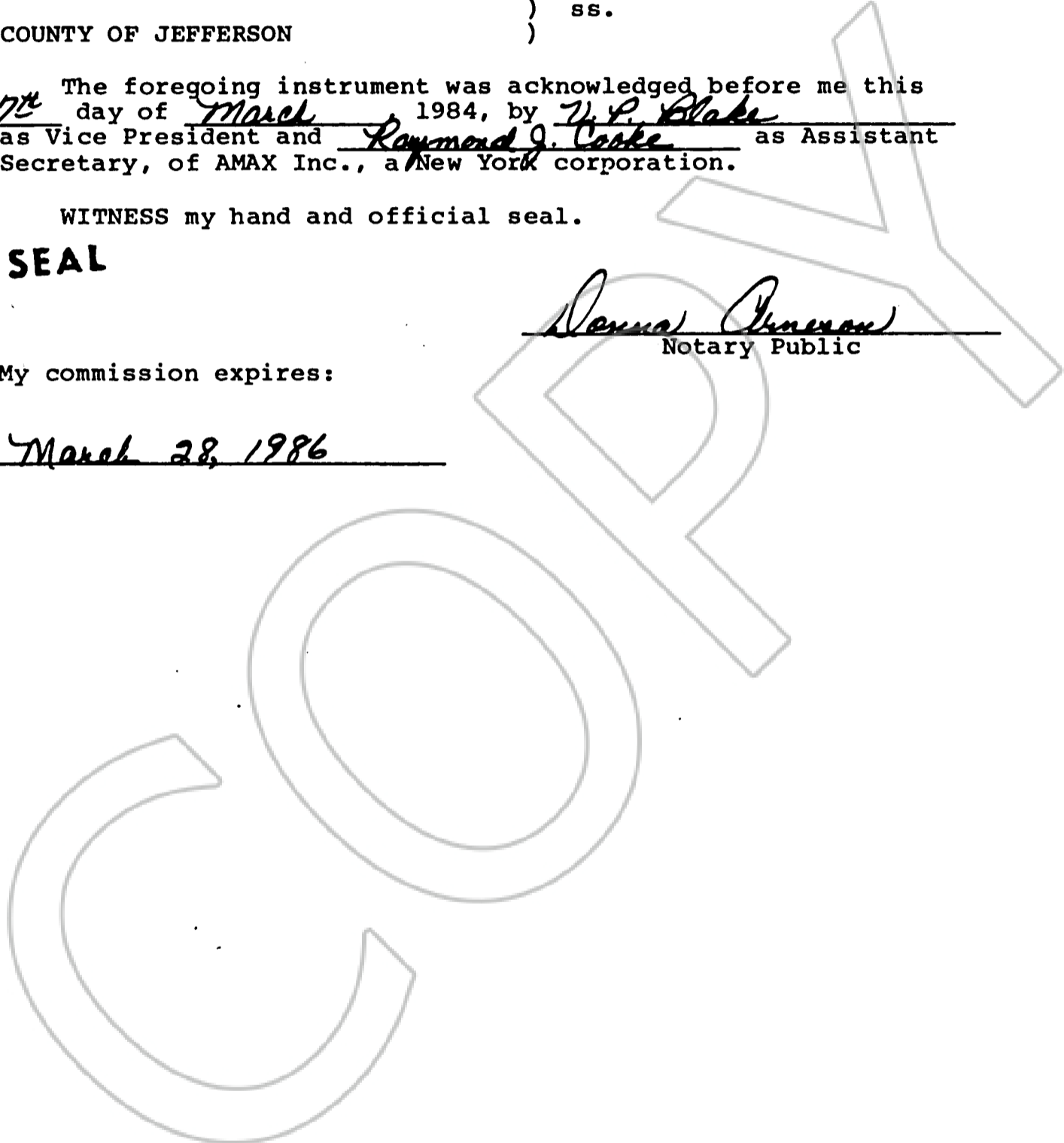
WITNESS my hand and official seal.

SEAL

Suzanne Beaudreau
Notary Public

My commission expires:

March 28, 1986



REQUESTED BY
Bill Shaw
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 7.00 yrd.
1984 MAR -9 AM 11:03

SUZANNE BEAUDREAU
RECORDER
Carol J. Vidant 097913
Dep. BOOK 384 PAGE 687