



RESOLUTION No. 16-531

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF NEVADA AND NEW VERDE MINES, LLC RELATING TO THE NORTH STAR WATER TREATMENT PROJECT AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT – DISTRICT 3

WHEREAS, on December 8, 2015 the Board of Supervisors approved Resolution 15-551, a Mitigated Negative Declaration, Use Permit and Management Plan for the North Star Water Treatment project on property located on 12509 Allison Ranch Road and upholding the planning commission's actions on the project, subject to modified conditions of approval; and

WHEREAS, condition B.1 "Right-of-Way" of the project conditions of approval require the applicant to provide rights for the County to perform routine maintenance, shoulder widening, road widening, drainage improvements, and fuels modification on portions of Allison Ranch Road and the Bypass Road; and

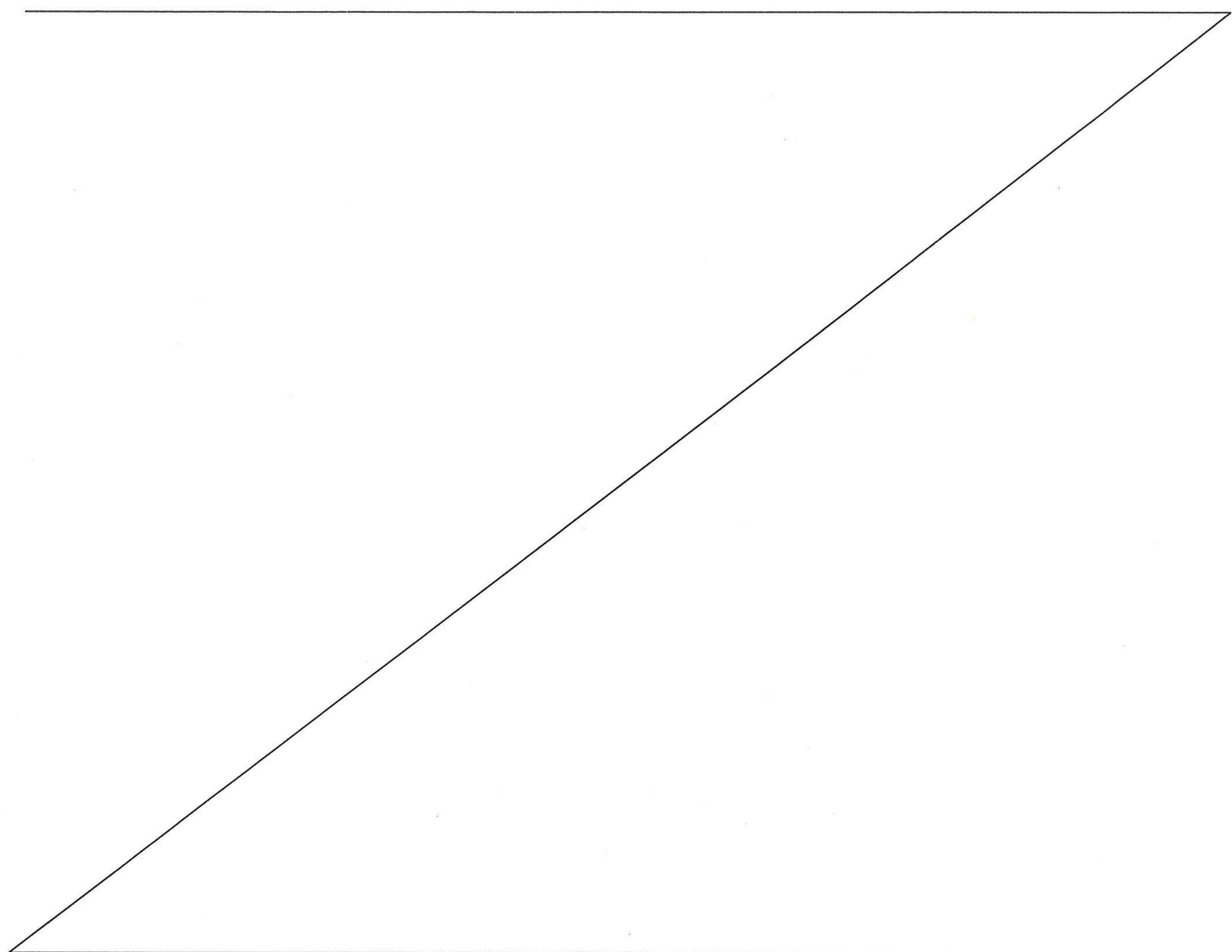
WHEREAS, the condition also requires the County and New Verde Mines, LLC (Owner) to enter into an agreement to better define these responsibilities; and

WHEREAS, the Nevada County Department of Public Works and County Counsel have prepared an Indemnification Agreement that thoroughly defines and describes the responsibilities for both the County and the Owner relating to Allison Ranch Road and the Bypass Road; and

WHEREAS, the Agreement also requires the Owner to provide Offers of Dedication in four separate segments that include the portion of each road on the Owner's property.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the Indemnification Agreement between New Verde Mines, LLC and the County of Nevada and authorizes the Chair of the Board of Supervisors to execute the Agreement.
2. Authorizes the Director of Public Works to execute on behalf of the County a Certificate Accepting Offer of Dedication, hereby accepting Items 1, 2 and 3 and rejects Item 4 subject to Section 771.010 of the Code of Civil Procedure and retains the right to accept this Item at a later date by Resolution with further action by the Grantor as shown on the attached offers of dedication for Segments 1-3 of Allison Ranch Road and the Allison Ranch Bypass Road.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of November, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:  _____



Dan Miller, Chair

11/8/2016 cc: DPW*
AC*(hold)

11/15/2016 cc: CoCo*
AC*(release)

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“**Agreement**”) is made and entered into this 8th day of November, 2016 (the “**Effective Date**”) by NEW VERDE MINES, LLC, a Delaware limited liability company, hereinafter called “**Owner**”, and the COUNTY OF NEVADA, a Political Subdivision of the State of California, hereinafter called “**County**.”

RECITALS

A. New Verde Mines, LLC owns that certain real property within the unincorporated area of the County of Nevada, State of California, consisting of Assessor Parcel Numbers 29-290-42; 29-350-03; 29-350-04; 29-350-16; 22-120-28; 22-120-35; 22-160-27, as conveyed to New Verde Mines, LLC by Grant Deed recorded July 27, 2011, as Document Number 20110017474 in the Official Records of Nevada County (hereinafter, the “**Property**”).

B. There exists a dedication to the public across the existing road on the Property, commonly known as Allison Ranch Road, which County uses and maintains as a public right-of-way. In connection therewith, County has requested that Owner provide the County offers of dedication (in four segments comprising the portion of the road on Owner’s Property) to formalize the dedication and allow for the future widening of said road.

C. The Offers of Dedication and this related Indemnification Agreement are being provided in fulfillment of Condition of Approval No. B.1 for the North Star Water Treatment Project pursuant to Resolution No. 15-551 of the Board of Supervisors of the County of Nevada.

D. In connection with the approved North Star Water Treatment Project, Owner must install pipelines and appurtenant equipment within the Property, including within the subsurface area of Allison Ranch Road and the private road on the Property commonly known as the Bypass Road.

E. County has also requested that Owner provide Offers of Dedication for a portion of the private road on the Property commonly known as the Bypass Road, so that the road may be transitioned to a public road in the event of an emergency that renders Allison Ranch Road impassable in the area for which the Bypass Road serves as an alternate route.

F. County has requested indemnification from Owner in connection with Owner’s installation and operation of pipelines and appurtenant equipment within the subsurface area of Allison Ranch Road and the Bypass Road.

G. Owner has requested indemnification from County in connection with the County’s ongoing and continued use and maintenance of Allison Ranch Road as a public road and the potential future use of the Bypass Road for public road purposes.

H. It is in the public interest for County and Owner to enter into this Indemnification Agreement as County will benefit from the continued use of Allison Ranch Road, the potential future use of the Bypass Road, and indemnification offered herein.

Now, therefore, for good and valuable consideration including the mutual promises and agreements contained herein and the Offers of Dedication provided by Owner, Owner and County agree as follows:

1. Owner Indemnification of County. Owner agrees to defend, indemnify, and hold harmless the County and its agents, officers, and employees (collectively "County Parties") from and against all claims, actions, proceedings, losses, damages and liabilities related to Owner's installation, replacement, operation, maintenance, and/or use of underground pipelines and conduits, underground electric facilities and communication lines, and any and all other facilities installed, maintained, and used by Owner within the subsurface area of Allison Ranch Road and/or the Bypass Road that may, from time to time, be necessary in the conduct of business by Owner, its affiliates, subsidiaries, and parent company (including, without limitation, pipe failure or environmental hazard). Owner shall be solely responsible for all costs associated with the installation and maintenance of Owner's pipelines and appurtenant equipment. In the event Owner undertakes work within the area of Allison Ranch Road and/or the Bypass Road that disturbs the surface of the roadway, Owner shall be responsible for restoring the surface of the roadway to a comparable or better condition than existed at the start of the work following the completion of such work. County shall not be liable to Owner, its agents, employees or invitees for any loss, damage or liability for damages, whether for loss of or damage to property, injury to or death of persons, which shall arise out of or in any way be connected with Owner's installation and maintenance of Owner's pipelines and appurtenant equipment, or any work that Owner undertakes within the area of Allison Ranch Road and/or the Bypass Road that disturbs the surface of the roadway, except to the extent such loss, damage, injury or death shall be caused by the negligence or willful misconduct of County.

2. County Indemnification of Owner. County agrees to defend, indemnify and hold harmless Owner, its parent company, and their respective officers, agents and employees (collectively, "Owner Parties") from and against all claims, losses, damages and liabilities which arise from or are in any way connected with the occupancy, maintenance, or use of Allison Ranch Road and/or the Bypass Road by County or by any member of the public, but only to the extent County itself is not immune from such claims, losses, damages and liabilities under the Government Claims Act (California Government Code §§ 810-996.6) or other applicable laws. County agrees to indemnify and hold Owner harmless from any and all loss, expense and liability related to the operation and maintenance of a public roadway, but only to the extent County itself is not immune from such claims, losses, damages and liabilities under the Government Claims Act or other applicable laws. County shall, at its sole cost and expense, obtain all permits, authorizations or other approvals as may be required by any federal, state, and local governments to operate and maintain a public roadway. County's maintenance and use of Allison Ranch Road and the Bypass Road shall be at County's sole risk and expense, and County shall be solely responsible for maintaining Allison Ranch Road in a usable and safe condition for public road purposes. Owner shall not be liable to County, its agents, employees or invitees for any loss, damage or liability for damages, whether for loss of or damage to property, injury to or death of persons, which shall arise out of or in any way be connected with County's use and maintenance of Allison Ranch Road and/or use of the Bypass Road, except to the extent such loss, damage, injury or death shall be caused by the negligence or willful misconduct of Owner.

3. Insurance. County and Owner and their respective contractors shall maintain the

insurance specified in Exhibit A, attached hereto and made a part hereof by this reference, or equivalent coverages under an approved self-insurance program, at all times throughout the term of this Agreement (except, as to contractors, only during performance of work within the right-of-way), with respect to the use, occupancy, and activities by County, Owner, and County and Owner's representatives on or about the Property. The Parties reserve the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time, subject to mutual written agreement. For so long as County is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, then County may elect to self-insure for any or all of the required coverage. If County is permitted to self-insure hereunder and elects to do so, County shall be liable to Owner for the full equivalent of insurance coverage which would have been available to Owner if all required insurance policies had been obtained by County from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify Owner for all amounts which would have been payable by the third party insurer. Failure to provide and maintain the insurance policies, endorsements, or certificates of insurance required by this Section shall constitute a material breach of this Agreement and serve as a basis for the non-breaching party to terminate this Agreement (subject to the cure provisions of Section 7 of this Agreement). Owner shall cause and require each transferee, contractor, and assignee to comply with the insurance requirements of this Agreement at all relevant times.

4. Mutual Obligations. County and Owner's obligations under this Agreement to defend and indemnify the other Party shall include, but not be limited to, payment of all court costs and attorneys' fees, all litigation-related costs, all costs of any judgments or awards against the other Party, and all settlement costs. County and Owner further agree to cooperate in good faith with each other in performance of obligations as set forth in this Agreement.

5. Remedies. Failure to defend or indemnify pursuant to this Agreement shall constitute a material breach which shall entitle the Party not in breach to all remedies available under the law, including, but not limited to, specific performance and damages.

6. Abandonment/Termination. In the event Allison Ranch Road is no longer maintained by the County and/or used as a public roadway, this Agreement shall terminate. The non-use of Allison Ranch Road for a continuous period of two (2) years shall be conclusive evidence of such abandonment. In the event Owner no longer maintains and operates its pipelines and appurtenant equipment within the subsurface area of Allison Ranch Road and/or the Bypass Road and such lack of maintenance and operation results in pipe failure, environmental hazard, and/or damage to the public roadway that Owner fails to timely remedy, this Agreement shall terminate. The non-maintenance of such pipelines and appurtenant equipment and failure to remedy associated damage for a continuous period of two (2) years shall be conclusive evidence of abandonment.

7. Owner's Material Breach. In the event that County accepts the Offers of Dedication for Allison Ranch Road, then County shall have the right to terminate this Agreement in the event of a material breach by Owner. As set forth in sections 3 and 5 of this Agreement, a material breach includes a failure to indemnify the County and a failure to maintain insurances as required by this Agreement. In the event of a breach of this Agreement by Owner, County shall first submit to Owner notice of breach stating with specificity the reason for such material breach. Upon receipt of the notice of breach, Owner shall promptly cure the identified breach at the earliest reasonable time after receipt of the notice of breach and shall complete the cure not later than thirty

(30) days after receipt of the notice of breach, or if such breach cannot reasonably be cured within the initial thirty (30) day period, then such longer period as is reasonably necessary to remedy such material breach so long as Owner continues to exercise prompt, diligent, and good faith efforts to cure such breach (the "Cure Period"). Notices to Owner shall be sent to as provided in Section 8 of this Agreement. During the Cure Period, Owner shall not be considered in material breach for purposes of terminating this Agreement or instituting legal proceedings pursuant to this Agreement so long as Owner continues to exercise prompt, diligent and good faith efforts to cure such breach. If Owner remains in material breach of this Agreement following the Cure Period, the County may exercise its right to terminate this Agreement. In the event the County exercises its right to terminate, Owner shall promptly remove all of Owner's infrastructure from the County-owned right-of-way, remediate any environmental issues and restore the site to as closely as possible to its pre-construction condition. If Owner fails to remove Owner's infrastructure, or any portion thereof, from the County-owned right-of-way within sixty (60) days after termination of this Agreement, then County may, in its sole discretion, remove such infrastructure and Owner shall be liable for all costs and expenses thereof, including all administrative, staff, and legal costs. In the absence of a material breach and failure to cure, Owner's infrastructure shall be permitted to remain in the County-owned right-of-way. Notwithstanding the cure provisions set forth in this Section 7, if Owner's infrastructure fails in any way which creates a significant, imminent risk to public health or safety, or results in any action, demand or order by any government agency to take action, then County shall promptly notify Owner of such event and may in its sole discretion, at Owner's sole cost and expense, immediately take all corrective actions as reasonably necessary to prevent imminent damage or other harm to persons or property, and/or to comply with such governmental action, demand or order. Owner shall be liable for all such costs and expenses reasonably incurred by County, including any and all fines, administrative, staff and legal costs.

8. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to Owner:

William Lyle
New Verde Mines, LLC
c/o Newmont USA, Ltd.
P.O. Box 250
Ford, WA 99013
(509) 258-4511

If to County:

County of Nevada
Department of Public Works
950 Maidu Avenue, Suite 170
Nevada City, CA 95959
Attn: Public Works Director

With a copy to:

County of Nevada
County Counsel
950 Maidu Avenue, Suite 240
Nevada City, CA 95959

9. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

10. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

11. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

12. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

13. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

14. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

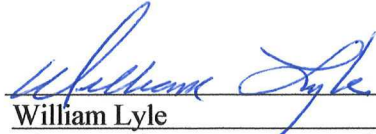
15. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

16. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

17. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

NEW VERDE MINES, LLC
a Delaware limited liability company

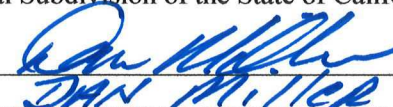
By: 
Name: William Lyle
Title: Vice President, Newmont Realty Company
(Manager of New Verde Mines, LLC)

Dated: October 1, 2016

APPROVED AS TO FORM:
Latham & Watkins

By: _____
Shivaun Cooney, Esq.

COUNTY OF NEVADA
a Political Subdivision of the State of California

By: 
Name: DAN MILLER
Title: Chair

Dated: 11-10-16

APPROVED AS TO FORM:
Office of the County Counsel

By: _____
Alison A. Barratt-Green, County Counsel

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

NEW VERDE MINES, LLC
a Delaware limited liability company

COUNTY OF NEVADA
a Political Subdivision of the State of California

By: _____
Name: William Lyle
Title: Vice President, Newmont Realty Company
(Manager of New Verde Mines, LLC)

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:
Latham & Watkins

APPROVED AS TO FORM:
Office of the County Counsel

By: Shivaun Cooney
Shivaun Cooney, Esq.

By: Alison A. Barratt-Green
Alison A. Barratt-Green, County Counsel

EXHIBIT A

INSURANCE REQUIREMENTS

County and Owner shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Owner is also responsible for its contractors maintaining sufficient limits of the appropriate insurance coverages during performance of work within the right-of-way.

For purposes of these insurance requirement provisions, "Indemnified Party" means: (i) the County, with regard to the insurance coverage of Owner and/or Owner's contractors; and (ii) Owner, with regard to the insurance coverage of County.

A. Workers' Compensation and Employers' Liability

1. Worker's Compensation Insurance, as required by law, and Employers Liability with a limit of not less than one million dollars (\$1,000,000) each accident, one million (\$1,000,000) each employee, and one million (\$1,000,000) policy limit. County and Owner hereby certify that they are each aware of the California Labor Code (Section 3700 *et seq.*) requirement that every employer be insured before commencing work, and that every contractor require this insurance as to all of its subcontractors before they commence work.

B. Commercial General Liability

1. Broad form coverage for Commercial General Liability Insurance with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence and general aggregate liability of four million dollars (\$4,000,000). The general aggregate shall apply on a per project basis. During the construction phase of the North Star Water Treatment Project only, limits of such insurance obtained by Owner's contractors and subcontractors may have a combined single limit of not less than one million (\$1,000,000) per occurrence and general aggregate liability of two million dollars (\$2,000,000).
2. Umbrella Liability of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

C. Professional Liability

1. Proof of coverage for Professional Liability Insurance, or "an errors and omissions" policy, in an amount not less than \$2,000,000 per claim and \$2,000,000 aggregate, for all design and engineering work required for any construction work to be performed on the Property.

D. Business Auto

1. Personal, Business Rated, or Commercial Auto Liability Insurance for each vehicle used, including non-owned and hired automobiles. The coverage shall be combined single limit and shall include death, bodily injury, property damage, and uninsured and underinsured coverage, in an amount of no less than one million dollars (\$1,000,000).

E. Additional Insurance Provisions

1. The insurance shall have a provision that 30 days advance written notice will be given to the purchaser before any termination or change in coverage protection, or reduction in coverage limits (except 10 days' notice for non-payment of premium). Any and all available insurance proceeds in excess of the specified minimum limits and coverage shall be made available to the parties.
2. Liability insurance shall be payable on a "per occurrence" basis unless the Indemnified Party specifically consents to "claims made" coverage. If the Indemnified Party does consent to "claims made" coverage, and if the party providing the insurance changes insurance carriers during the term of the Agreement, or during any extensions, the following provisions shall apply:
 - a. The retroactive date shall be on or before the date of this Agreement or the beginning of the Agreement performance by the party providing the insurance; and,
 - b. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after termination of the Agreement, unless otherwise agreed by the Indemnified Party.
 - c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the Agreement effective date, the party providing the insurance shall purchase extended reporting coverage for a minimum of one (1) year after termination of the Agreement, unless otherwise agreed to by the Indemnified Party.

3. Liability insurance, including both commercial general liability insurance and automobile liability insurance, shall have an endorsement naming the Indemnified Party and its officers, agents, employees and volunteers as additionally insured, and in the event of insured loss the coverage for the party providing the liability insurance shall apply as primary insurance, and other insurance maintained by the Indemnified Party named as additional insured shall be excess only and not contributing with said liability insurance. The additional insured endorsement shall be evidenced by form CG 20 10 11 85 or equivalent, including ongoing operations and completed operations subject to approval by the Indemnified Party. Each policy required hereunder, except the Professional Liability policy, shall include a waiver of subrogation in favor of the Indemnified Party named as additional insured and its officers, agents, employees and volunteers.
4. At all times, Owner shall maintain policies issued by companies with a Best's Rating of A-. VII or higher, according to the current A.M. Best's Key Rating Guide, or shall be issued by companies approved by the County's Risk Manager. In the event the Best's Rating or Best's FPR falls below the rating required by this Agreement, then the Owner shall promptly secure policies which do comply with this Agreement.
5. Any policy of liability insurance required to be maintained hereunder may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as the Indemnified Party is specifically named as an additional insured under such policy as required by this Agreement and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

RECORDING REQUEST BY

AND WHEN RECORDED MAIL TO:

Name Department of Public Works
Attn: Kevin Nelson, County Surveyor

Street 950 Maidu Avenue
Address

City & Nevada City, CA 95959
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**OFFER OF DEDICATION
FOR
ALLISON RANCH ROAD
SEGMENT 1**


NEW VERDE MINES, LLC, a Delaware Limited Liability Company ("Offeror") does hereby irrevocably offer for dedication to the County of Nevada for public use that certain strip of land as described in attached Exhibit "A" and shown on attached Exhibit "B" for the purposes described as follows:

1. An Easement for ingress, egress, road construction and road maintenance purposes, together with any and all appurtenances thereto, including the right to trim and/or remove trees and vegetation and the right to extend culverts and slopes, those certain strips of land shown in Exhibits "A" and "B" attached herein.
2. An Easement for any and all public utility uses, including, but not limited to, overhead and/or underground conduits, cables and pipes, together with the right to trim and/or remove trees and vegetation, those certain strips of land shown in Exhibits "A" and "B" attached herein.
3. An Easement for the installation and maintenance of storm drain facilities on, under and across those strips of land shown in Exhibits "A" and "B" attached herein.
4. The dedication to the County of Nevada the Road Right-of-Way for Allison Ranch Road Segment 1 as described in Exhibits "A" and "B" attached herein.

The offer provided for herein is a divisible offer as to each of the purposes set forth hereinabove and the County may accept any and/or all of the portions of this offer in any combination that it deems appropriate.

The irrevocable offer of dedication as provided for herein shall become effective as of the date of its execution, and shall remain in effect until such time as the County accepts or takes formal action to vacate said offer, notwithstanding the provisions of California Civil Code section 771.010 or any other statutory provisions to the contrary. In the event that the County of Nevada ceases to maintain Allison Ranch Road as a public road for a period of two (2) years or longer, the offer provided for herein shall be vacated and all rights, title and interest in the land described in attached Exhibit "A" shall be restored to New Verde Mines, LLC, free and clear of this offer.

NEW VERDE MINES, LLC
a Delaware limited liability company

By: 
Name: William Lyle
Title: Vice President, Newmont Realty Company
(Manager of New Verde Mines, LLC)

Dated: August 26, 2016

(attached appropriate Notary Public)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Nevada)

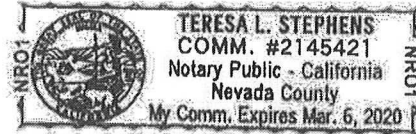
On 8/26/16 before me, Teresa L. Stephens
(here insert name and title of the officer)

personally appeared William Lyle

who 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(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Teresa L. Stephens

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer Is Representing.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CERTIFICATE ACCEPTING OFFER OF DEDICATION

"The Director of the Nevada County of Public Works, as Authorized by Resolution No. _____, hereby consents to the recording of the attached "Offer of Dedication" and, on behalf of the Board of Supervisors of Nevada County, hereby accepts Items 1, 2 & 3 and rejects Item #4 subject to Section 771.010 of the Code of Civil Procedure and retains the right to accept this Item as a later date by Resolution without further action by the Grantor."

By: _____
Steve Castleberry
Public Works Director

Date

EXHIBIT A
OFFER OF DEDICATION
Legal Description – Segment 1

All that real property situate in the County of Nevada, State of California, lying in Section 34, Township 16 North, Range 8 East, MDM, and Section 3, Township 15 North, Range 8 East, MDM and being a portion of that real property described in Grant Deed to, NEW VERDE MINES, LLC, a Delaware Limited Liability Company, dated June 22, 2011, recorded as Document Number 20110017474, Nevada County Records, described as a strip of land of the uniform width of 60.00 feet, lying symmetrically about the centerline Allison Ranch Road, said centerline being more particularly described as follows:

Beginning at the approximate point of intersection of the centerline of McCourtney Road and the centerline of Allison Ranch Road, (said point having a California Zone 2 State Plane Coordinate of 2203535.15 feet North and 6825210.14 feet East); and running thence from said point of beginning generally along the centerline of Allison Ranch Road, South $03^{\circ}42'50''$ West 153.95 feet, to the beginning of a tangent curve to the right, having a radius of 500.00 feet, a central angle of $10^{\circ}34'02''$; thence along the arc of said curve for a distance of 92.22 feet; thence South $14^{\circ}16'52''$ West 87.87 feet, to the beginning of a tangent curve to the left, having a radius of 500.00 feet and a central angle of $10^{\circ}30'01''$; thence along the arc of said curve for a distance of 91.63 feet; thence South $03^{\circ}46'51''$ West 234.76 feet, to the beginning of a tangent curve to the left, having a radius of 900.00 feet and a central angle of $18^{\circ}44'53''$, thence along the arc of said curve for a distance of 294.49 feet; thence South $14^{\circ}58'02''$ East 173.44 feet, to the beginning of a tangent curve to the right, having a radius of 450.00 feet and a central angle of $27^{\circ}12'25''$; thence along the arc of said curve for a distance of 213.68 feet; thence South $12^{\circ}14'23''$ West 114.43 feet, to the beginning of a tangent curve to the left, having a radius of 700.00 feet and a central angle of $24^{\circ}43'01''$; thence along the arc of said curve for a distance of 301.97 feet; thence South $12^{\circ}28'38''$ East 82.44 feet, to the beginning of a tangent curve to the right, having a radius of 400.00 feet and a central angle of $18^{\circ}22'36''$; thence along the arc of said curve for a distance of 128.29 feet; thence South $05^{\circ}53'58''$ West 52.34 feet, to the beginning of a tangent curve to the left, having a radius of 300.00 feet and a central angle of $22^{\circ}37'54''$; thence along the arc of said curve for a distance of 118.50 feet; thence South $16^{\circ}43'56''$ East 31.78 feet, to the beginning of a tangent curve to the right, having a radius of 1000.00 feet and a central angle of $04^{\circ}46'15''$; thence along the arc of said curve for a distance of 83.27 feet; thence South $11^{\circ}57'41''$ East 106.05 feet, to the beginning of a tangent curve to the left, having a radius of 500.00 feet and a central angle of $26^{\circ}02'22''$; thence along the arc of said curve for a distance of 227.24 feet; thence South $38^{\circ}00'04''$ East 286.48 feet, to the beginning of a tangent curve to the right, having a radius of 3000.00 feet and a central angle of $04^{\circ}14'42''$; thence along the arc of said curve for a distance of 222.27 feet; thence South $33^{\circ}45'21''$ East 49.70 feet, to the beginning of a tangent curve to

the left, having a radius of 500.00 feet and a central angle of 17°55'55"; thence along the arc of said curve for a distance of 156.48 feet; thence South 51°41'16" East 85.47 feet, to the beginning of a tangent curve to the right, having a radius of 500.00 feet and a central angle of 04°31'59"; thence along the arc of said curve for a distance of 39.56 feet; thence South 47°09'17" East 284.88 feet, to the beginning of a tangent curve to the right, having a radius of 450.00 feet and a central angle of 47°33'12"; thence along the arc of said curve for a distance of 373.48 feet, to the beginning of a tangent compound curve, having a radius of 240.00 feet and a central angle of 52°31'14"; thence along the arc of said compound curve for a distance of 220.00 feet; thence South 52°55'09" West 169.94 feet, more or less, to a point on said centerline that has a California Zone 2 State Plane coordinate of 2199542.65 North and 6826025.84 East, and there terminating this segment.

The herein described areas are shown on Exhibit "B" attached hereto and made a part hereof.

The herein described easement affects a portion of APN(s): 29-290-26, 29-290-42, 29-350-03, 29-350-04 and 29-350-16.

Note: The bearings and distances described herein are predicated upon the California State Plane Zone 2 datum (NAD83 Epoch 2002). To obtain ground distances multiply the "grid" distances herein described by a factor of 1.0001986.



A handwritten signature in cursive script, appearing to read "Ronald Dundas".

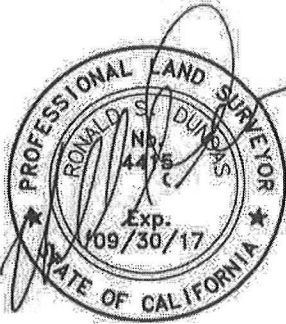
Ronald Dundas, P.L.S. 4415
Expires 9-30-17

SEGMENT 1 — EXHIBIT B

NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 34
T. 16 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD
THROUGH LAND OF: NEW VERDE MINES, LLC.

DATE: JUNE 6, 2016
SCALE: 1"=100'



APN: 29-220-06
CRESSWELL WARREN TRSTE ETAL
DOC# 05-012998

APN: 29-220-16
TURNER LEWIS E II TRSTE
DOC# 11-014547

APN: 29-220-17
DORECK MICHAEL T
DOC# 13-029873

APN: 29-220-08
KUHN PAMELA F
DOC# 10-014921

APN: 29-220-15
CITY OF GRASS VALLEY
DOC# 87-003101

APN: 29-220-11
NEUHARTH-JOKKEL
NANCY A ETAL
DOC# 94-038118

APN: 29-220-09
CITY OF GRASS VALLEY

APN: 29-220-10
PALMER JONATHAN
& JENNIFER
DOC# 12-028413

APN: 29-290-42
NEW VERDE MINES,
LLC.
DOC# 11-017474

N: 2203535.15
E: 6825210.14

McCOURTNEY RD

0+00

ALLISON RANCH ROAD

L1

L2

L3

C1

C2

L3

L3

L3

L3

L3

L3



Line Table

Line #	Length	Direction
L1	153.95	S03° 42' 50"W
L2	87.87	S14° 16' 52"W
L3	234.76	S03° 46' 51"W

Curve Table

Curve #	Radius	Length	Delta
C1	500.00	92.22	10° 34' 02"
C2	500.00	91.63	10° 30' 01"
C3	900.00	294.49	18° 44' 53"

NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.

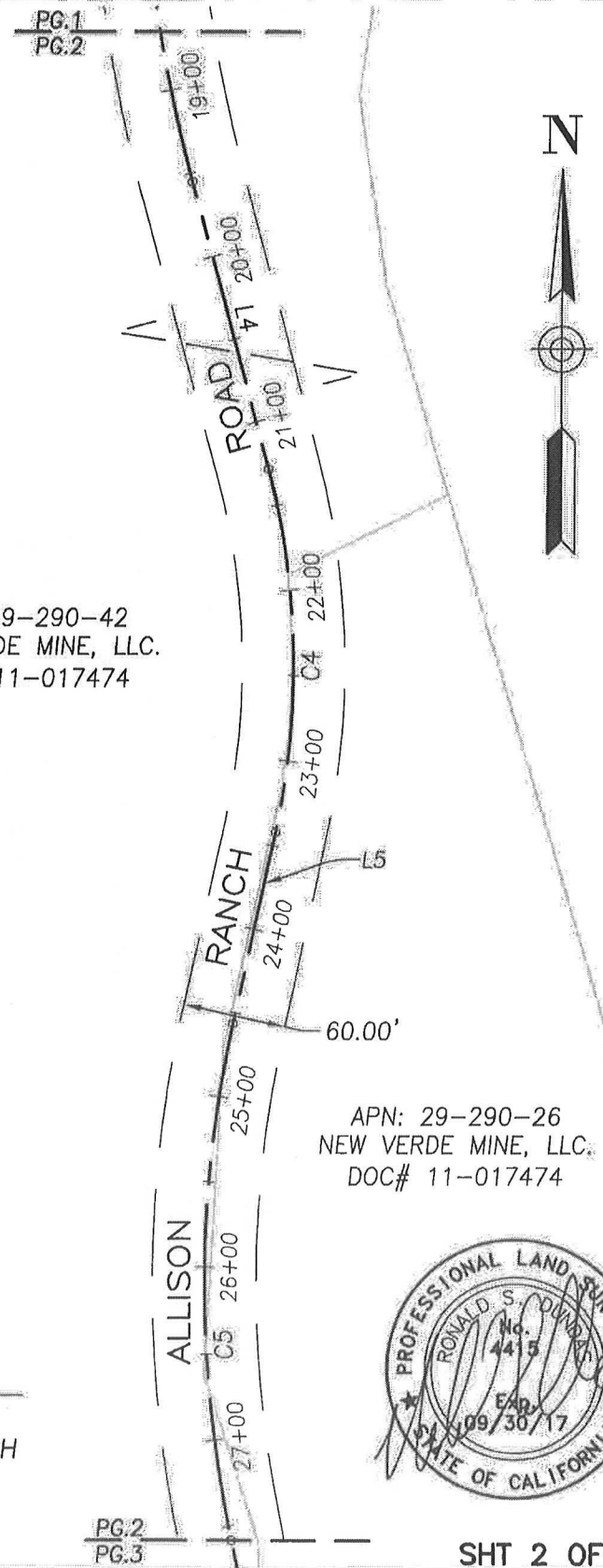
PG.1
PG.2

SEGMENT 1 – EXHIBIT B

NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 34
T. 16 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD
THROUGH LAND OF: NEW VERDE MINES, LLC.

DATE: JUNE 6, 2016
SCALE: 1"=100'



APN: 29-290-42
NEW VERDE MINE, LLC.
DOC# 11-017474

APN: 29-290-26
NEW VERDE MINE, LLC.
DOC# 11-017474

Line Table

Line #	Length	Direction
L4	173.44	S14° 58' 02"E
L5	114.43	S12° 14' 23"W

Curve Table

Curve #	Radius	Length	Delta
C4	450.00	213.68	27° 12' 25"
C5	700.00	301.97	24° 43' 01"

NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.



PG.2
PG.3

SEGMENT 1 = EXHIBIT B

NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 34
T. 16 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD
THROUGH LAND OF: NEW VERDE MINES, LLC.

DATE: JUNE 6 2016
SCALE: 1"=100'

APN: 29-290-42
NEW VERDE MINE, LLC.
DOC# 11-017474

APN: 29-290-26
NEW VERDE MINE, LLC.
DOC# 11-017474

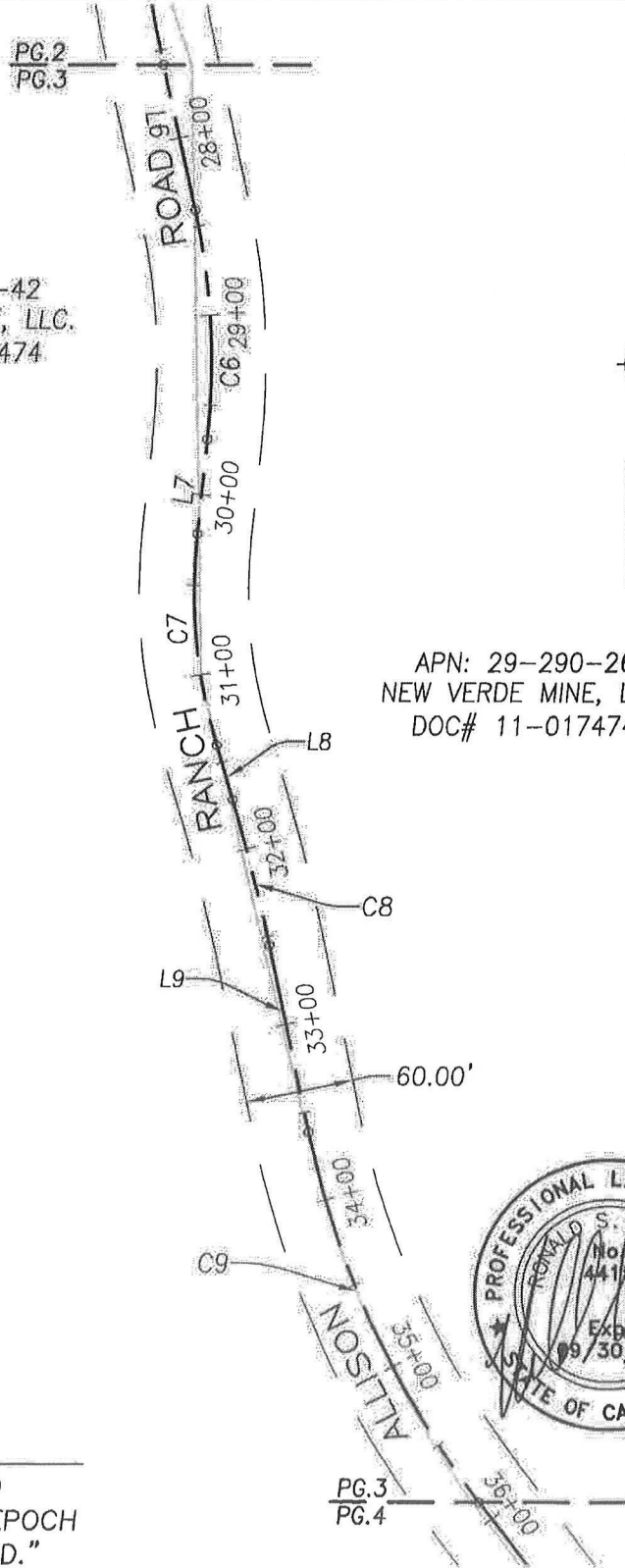


Line Table		
Line #	Length	Direction
L6	82.44	S12° 28' 38"E
L7	52.34	S05° 53' 58"W
L8	31.78	S16° 43' 56"E
L9	106.05	S11° 57' 41"E

Curve Table			
Curve #	Radius	Length	Delta
C6	400.00	128.29	18° 22' 36"
C7	300.00	118.50	22° 37' 54"
C8	1000.00	83.27	4° 46' 15"
C9	500.00	227.24	26° 02' 22"

NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.



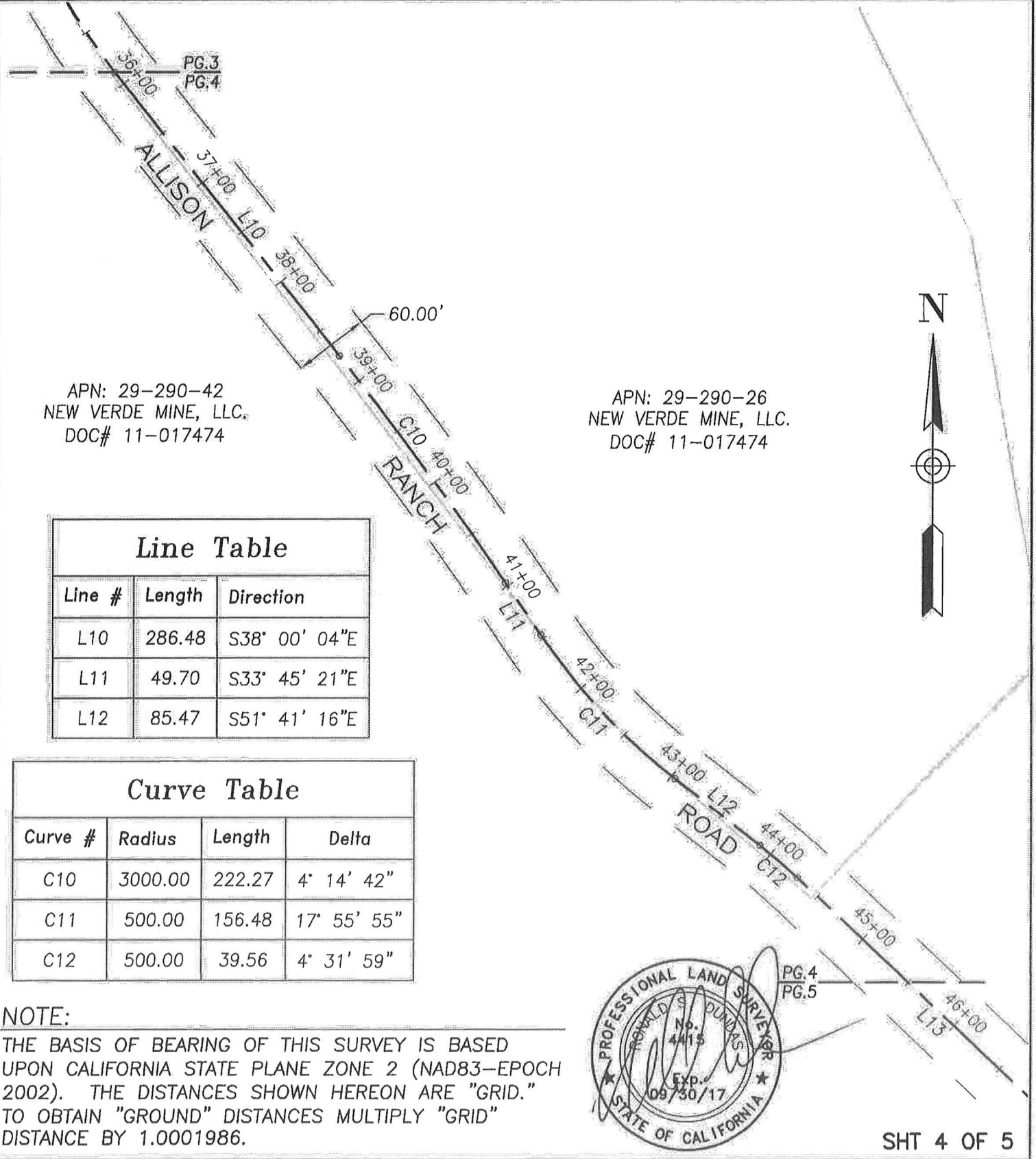
PG.3
PG.4

SEGMENT 1 — EXHIBIT B

NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 34
T. 16 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD
THROUGH LAND OF: NEW VERDE MINES, LLC.

DATE: JUNE 6, 2016
SCALE: 1"=100'



APN: 29-290-42
NEW VERDE MINE, LLC.
DOC# 11-017474

APN: 29-290-26
NEW VERDE MINE, LLC.
DOC# 11-017474

Line Table

Line #	Length	Direction
L10	286.48	S38° 00' 04"E
L11	49.70	S33° 45' 21"E
L12	85.47	S51° 41' 16"E

Curve Table

Curve #	Radius	Length	Delta
C10	3000.00	222.27	4° 14' 42"
C11	500.00	156.48	17° 55' 55"
C12	500.00	39.56	4° 31' 59"

NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.



SEGMENT 1 – EXHIBIT B

NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 34
T. 16 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD
THROUGH LAND OF: NEW VERDE MINES, LLC.

DATE: JUNE 6, 2016
SCALE: 1"=100'

APN: 29-350-03
NEW VERDE MINE, LLC.
DOC# 11-017474

APN: 29-290-42
NEW VERDE MINE, LLC.
DOC# 11-017474

Line Table		
Line #	Length	Direction
L13	284.88	S47° 09' 17"E
L14	169.94	S52° 55' 09"W

Curve Table			
Curve #	Radius	Length	Delta
C13	450.00	373.48	47° 33' 12"
C14	240.00	220.00	52° 31' 14"

NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.

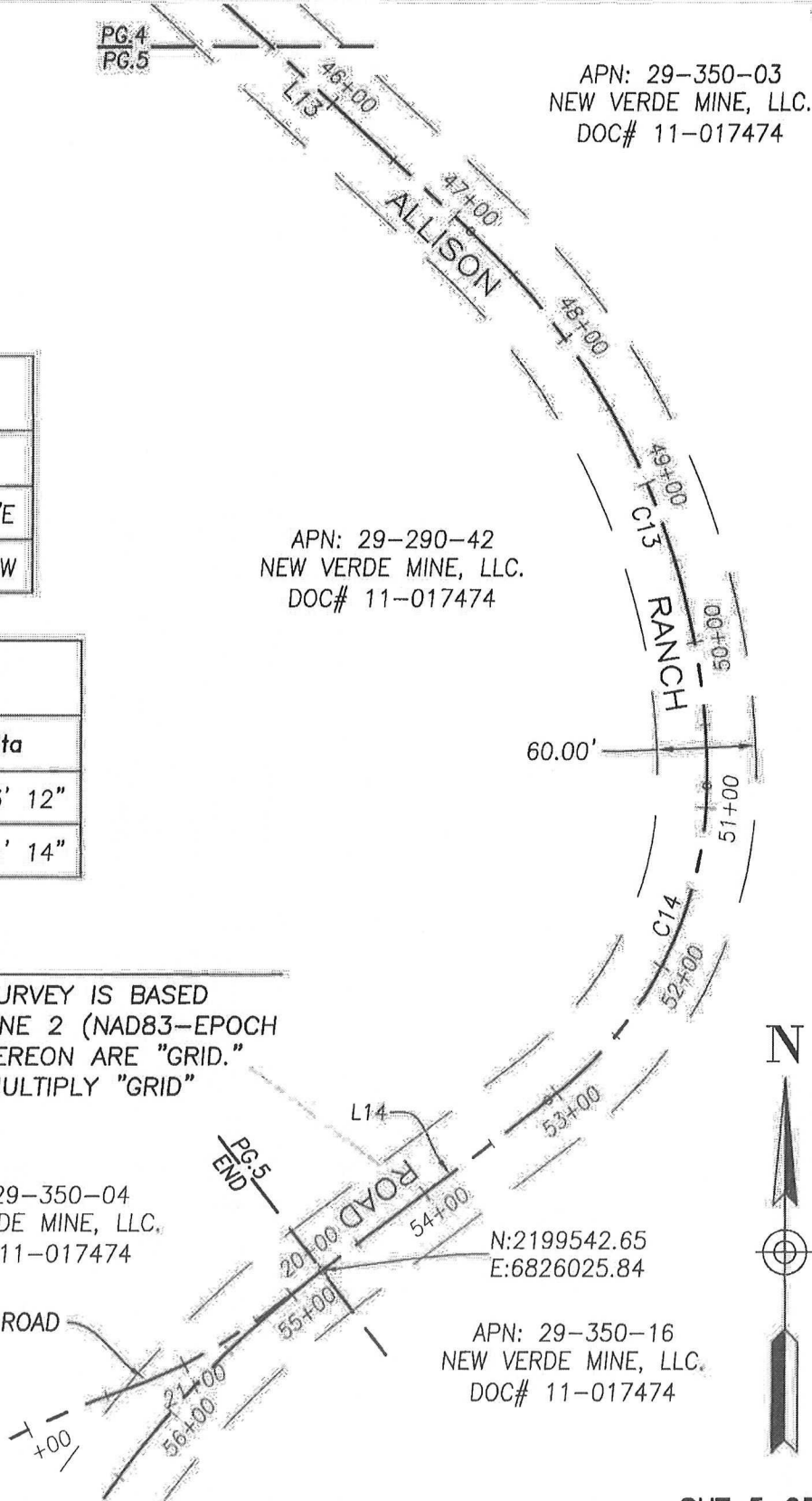
APN: 29-350-04
NEW VERDE MINE, LLC.
DOC# 11-017474

N:2199542.65
E:6826025.84

APN: 29-350-16
NEW VERDE MINE, LLC.
DOC# 11-017474



BYPASS ROAD



RECORDING REQUEST BY

AND WHEN RECORDED MAIL TO:

Name Department of Public Works
Attn: Kevin Nelson, County Surveyor

Street 950 Maidu Avenue
Address

City & Nevada City, CA 95959
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**OFFER OF DEDICATION
FOR
ALLISON RANCH ROAD
SEGMENT 2**


NEW VERDE MINES, LLC, a Delaware Limited Liability Company ("Offeror") does hereby irrevocably offer for dedication to the County of Nevada for public use that certain strip of land as described in attached Exhibit "A" and shown on attached Exhibit "B" for the purposes described as follows:

1. An Easement for ingress, egress, road construction and road maintenance purposes, together with any and all appurtenances thereto, including the right to trim and/or remove trees and vegetation and the right to extend culverts and slopes, those certain strips of land shown in Exhibits "A" and "B" attached herein.
2. An Easement for any and all public utility uses, including, but not limited to, overhead and/or underground conduits, cables and pipes, together with the right to trim and/or remove trees and vegetation, those certain strips of land shown in Exhibits "A" and "B" attached herein.
3. An Easement for the installation and maintenance of storm drain facilities on, under and across those strips of land shown in Exhibits "A" and "B" attached herein.
4. The dedication to the County of Nevada the Road Right-of-Way for Allison Ranch Road Segment 2 as described in Exhibits "A" and "B" attached herein.

The offer provided for herein is a divisible offer as to each of the purposes set forth hereinabove and the County may accept any and/or all of the portions of this offer in any combination that it deems appropriate.

The irrevocable offer of dedication as provided for herein shall become effective as of the date of its execution, and shall remain in effect until such time as the County accepts or takes formal action to vacate said offer, notwithstanding the provisions of California Civil Code section 771.010 or any other statutory provisions to the contrary. In the event that the County of Nevada ceases to maintain Allison Ranch Road as a public road for a period of two (2) years or longer, the offer provided for herein shall be vacated and all rights, title and interest in the land described in attached Exhibit "A" shall be restored to New Verde Mines, LLC, free and clear of this offer.

NEW VERDE MINES, LLC
a Delaware limited liability company

By: 
Name: William Lyle
Title: Vice President, Newmont Realty Company
(Manager of New Verde Mines, LLC)

Dated: August 26, 2016

(attached appropriate Notary Public)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Nevada)

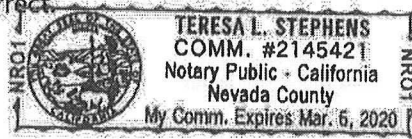
on 8/26/16 before me, Teresa L Stephens, Notary Public
(here insert name and title of the officer)

personally appeared William Lyte

who 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(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Teresa L. Stephens

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____

CERTIFICATE ACCEPTING OFFER OF DEDICATION

"The Director of the Nevada County of Public Works, as Authorized by Resolution No. _____, hereby consents to the recording of the attached "Offer of Dedication" and, on behalf of the Board of Supervisors of Nevada County, hereby accepts Items 1, 2 & 3 and rejects Item #4 subject to Section 771.010 of the Code of Civil Procedure and retains the right to accept this Item as a later date by Resolution without further action by the Grantor."

By: _____
Steve Castleberry
Public Works Director

_____ Date

EXHIBIT A
OFFER OF DEDICATION
Legal Description – Segment 2

All that real property situate in the County of Nevada, State of California, lying in Section 3, Township 15 North, Range 8 East, MDM and being a portion of that real property described in Grant Deed to, NEW VERDE MINES, LLC, a Delaware Limited Liability Company, dated June 22, 2011, recorded as Document Number 20110017474, Nevada County Records, described as a strip of land of the uniform width of 60.00 feet, lying symmetrically about the centerline Allison Ranch Road, said centerline being more particularly described as follows:

Beginning at point in the centerline of Allison Ranch Road, which point has a California Zone 2 State Plane coordinate of 2199542.65 North and 6826025.84 East, and running thence along a curve concave to the Southeast, having a radius of 600.00 feet, a central angle of 20°43'35" and a radial which bears South 37°04'51" East; thence along the arc of said curve for a distance of 217.05 feet; thence South 32°11'34" West 75.47 feet, to the beginning of a tangent curve to the left, having a radius of 400.00 feet and a central angle of 35°24'36"; thence along the arc of said curve for a distance of 247.21 feet; thence South 03°13'02" East 304.43 feet, to the beginning of a tangent curve to the right, having a radius of 800.00 feet and a central angle of 04°10'15"; thence along the arc of said curve for a distance of 58.24 feet; thence South 00°57'14" West 66.30 feet, to the beginning of a tangent curve to the left, having a radius of 500.00 feet and a central angle of 04°54'06"; thence along the arc of said curve for a distance of 42.77 feet; thence South 03°56'52" East 81.42 feet, to the beginning of a tangent curve to the right, having a radius of 800.00 feet and a central angle of 08°06'20"; thence along the arc of said curve for a distance of 113.18 feet; thence South 04°09'28" West 84.09 feet, to the beginning of a tangent curve to the left, having a radius of 1000.00 feet and a central angle of 08°23'49"; thence along the arc of said curve for a distance of 146.56 feet; thence South 04°14'21" East 125.66 feet, to the beginning of a tangent curve to the right, having a radius of 1000.00 feet and a central angle of 09°38'59"; thence along the arc of said curve for a distance of 168.42 feet; thence South 05°24'38" West 42.31 feet, to the beginning of a tangent curve to the left, having a radius of 300.00 feet and a central angle of 12°45'06"; thence along the arc of said curve for a distance of 66.77 feet, more or less, to a point on said centerline that has a California Zone 2 State Plane coordinate of 2197786.13 North and 6825801.13 East, and there terminating this segment.

The herein described areas are shown on Exhibit "B" attached hereto and made a part hereof.

The herein described easement affects a portion of APN(s): 22-120-28, 22-120-35, 29-350-04, and 29-350-16.

Note: The bearings and distances described herein are predicated upon the California State Plane Zone 2 datum (NAD83 Epoch 2002). To obtain ground distances multiply the "grid" distances herein described by a factor of 1.0001986.



A handwritten signature in cursive script, appearing to read "Ronald Dundas".

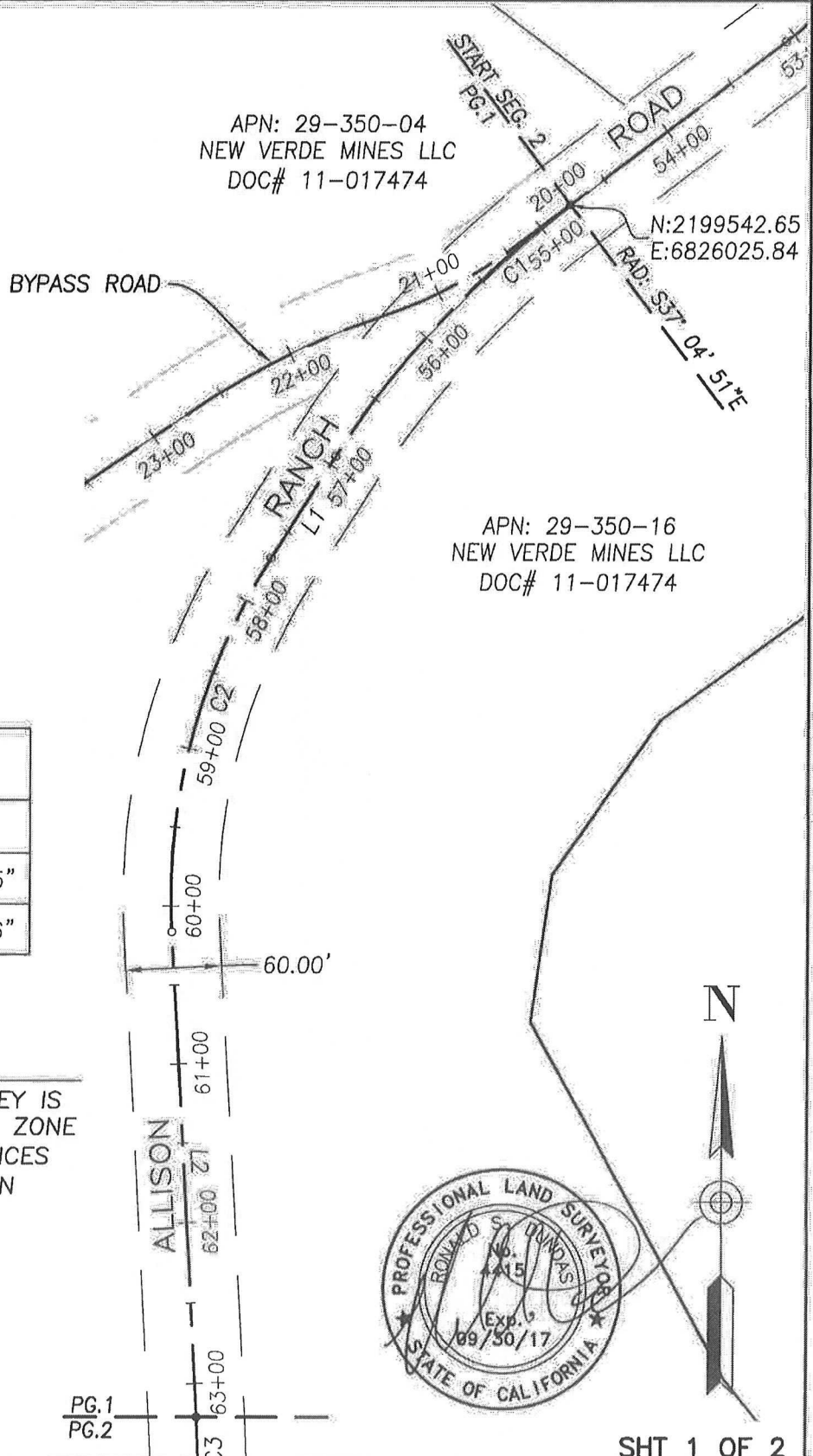
Ronald Dundas, P.L.S. 4415
Expires 9-30-17

SEGMENT 2 – EXHIBIT B

NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 3
T. 15 NORTH, R. 8 EAST

PROJECT: ALLISON RANCH ROAD
THROUGH LAND OF: NEW VERDE MINES, LLC.

DATE: JUNE 6, 2016
SCALE: 1"=100'



Line Table		
Line #	Length	Direction
L1	75.47	S32° 11' 34"W
L2	304.43	S03° 13' 02"E

Curve Table			
Curve #	Radius	Length	Delta
C1	600.00	217.05	20° 43' 35"
C2	400.00	247.21	35° 24' 36"

NOTE:
THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.

SEGMENT 2 — EXHIBIT B

NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 3
T. 15 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD
THROUGH LAND OF: NEW VERDE MINES, LLC.

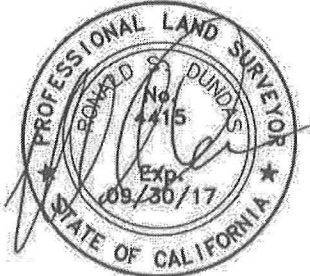
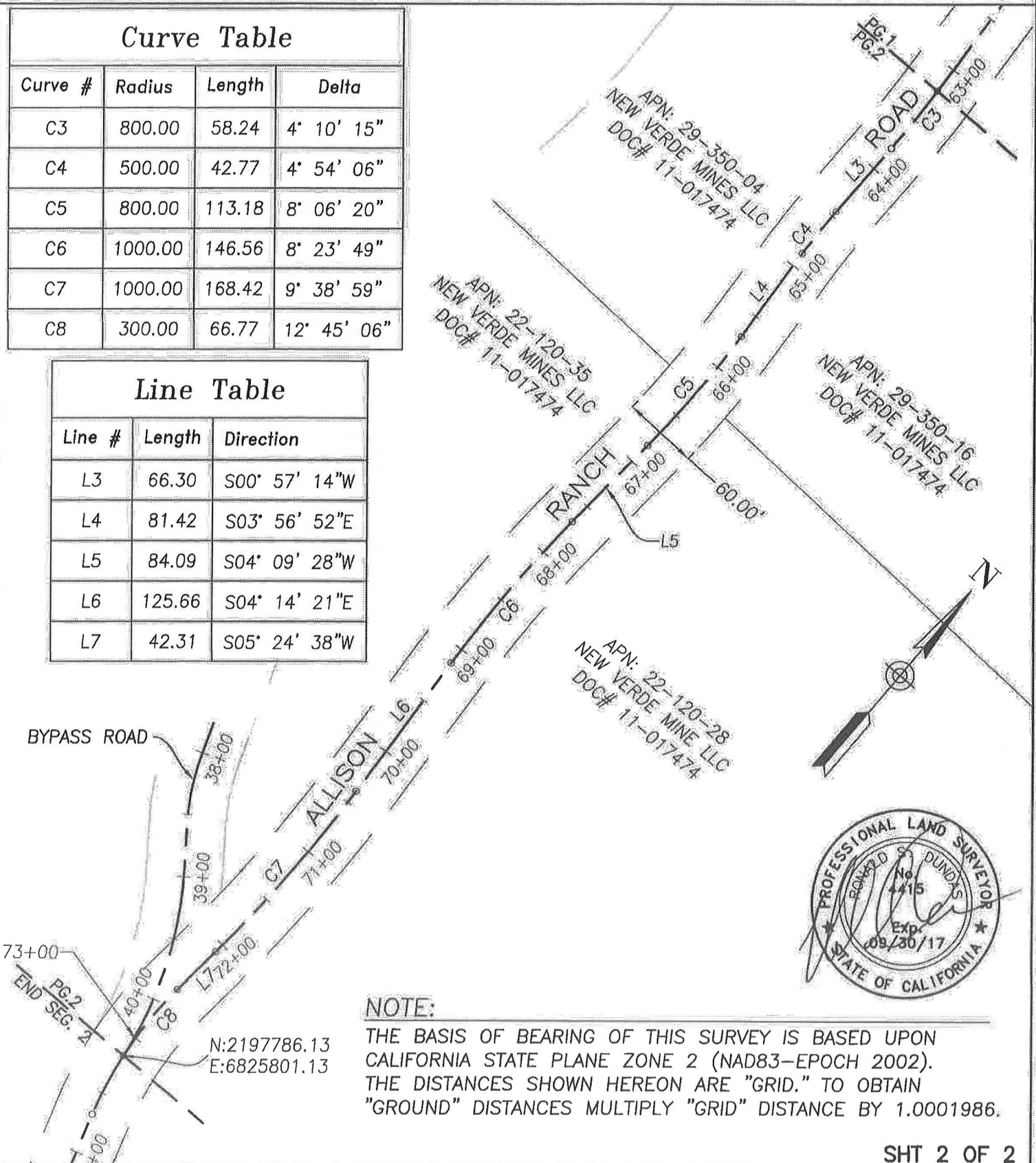
DATE: JUNE 6, 2016
SCALE: 1"=100'

Curve Table

Curve #	Radius	Length	Delta
C3	800.00	58.24	4° 10' 15"
C4	500.00	42.77	4° 54' 06"
C5	800.00	113.18	8° 06' 20"
C6	1000.00	146.56	8° 23' 49"
C7	1000.00	168.42	9° 38' 59"
C8	300.00	66.77	12° 45' 06"

Line Table

Line #	Length	Direction
L3	66.30	S00° 57' 14"W
L4	81.42	S03° 56' 52"E
L5	84.09	S04° 09' 28"W
L6	125.66	S04° 14' 21"E
L7	42.31	S05° 24' 38"W



NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.

RECORDING REQUEST BY

AND WHEN RECORDED MAIL TO:

Name Department of Public Works
Attn: Kevin Nelson, County Surveyor

Street 950 Maidu Avenue
Address

City & Nevada City, CA 95959
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**OFFER OF DEDICATION
FOR
ALLISON RANCH ROAD
SEGMENT 3**

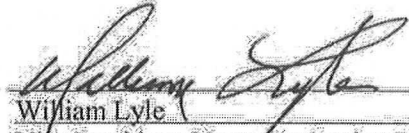
NEW VERDE MINES, LLC, a Delaware Limited Liability Company ("Offeror") does hereby irrevocably offer for dedication to the County of Nevada for public use that certain strip of land as described in attached Exhibit "A" and shown on attached Exhibit "B" for the purposes described as follows:

1. An Easement for ingress, egress, road construction and road maintenance purposes, together with any and all appurtenances thereto, including the right to trim and/or remove trees and vegetation and the right to extend culverts and slopes, those certain strips of land shown in Exhibits "A" and "B" attached herein.
2. An Easement for any and all public utility uses, including, but not limited to, overhead and/or underground conduits, cables and pipes, together with the right to trim and/or remove trees and vegetation, those certain strips of land shown in Exhibits "A" and "B" attached herein.
3. An Easement for the installation and maintenance of storm drain facilities on, under and across those strips of land shown in Exhibits "A" and "B" attached herein.
4. The dedication to the County of Nevada the Road Right-of-Way for Allison Ranch Road Segment 3 as described in Exhibits "A" and "B" attached herein.

The offer provided for herein is a divisible offer as to each of the purposes set forth hereinabove and the County may accept any and/or all of the portions of this offer in any combination that it deems appropriate.

The irrevocable offer of dedication as provided for herein shall become effective as of the date of its execution, and shall remain in effect until such time as the County accepts or takes formal action to vacate said offer, notwithstanding the provisions of California Civil Code section 771.010 or any other statutory provisions to the contrary. In the event that the County of Nevada ceases to maintain Allison Ranch Road as a public road for a period of two (2) years or longer, the offer provided for herein shall be vacated and all rights, title and interest in the land described in attached Exhibit "A" shall be restored to New Verde Mines, LLC, free and clear of this offer.

NEW VERDE MINES, LLC
a Delaware limited liability company

By: 
Name: William Lyle
Title: Vice President, Newmont Realty Company
(Manager of New Verde Mines, LLC)

Dated: August 26, 2016

(attached appropriate Notary Public)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Nevada)

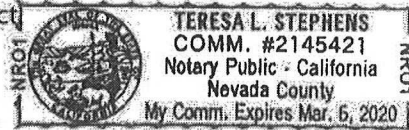
On 8/26/16 before me, Teresa L Stephens, Notary Public
(here insert name and title of the officer)

personally appeared William Lyle

who 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(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Teresa L Stephens

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	_____

CERTIFICATE ACCEPTING OFFER OF DEDICATION

"The Director of the Nevada County of Public Works, as Authorized by Resolution No. _____, hereby consents to the recording of the attached "Offer of Dedication" and, on behalf of the Board of Supervisors of Nevada County, hereby accepts Items 1, 2 & 3 and rejects Item #4 subject to Section 771.010 of the Code of Civil Procedure and retains the right to accept this Item as a later date by Resolution without further action by the Grantor."

By: _____
Steve Castleberry
Public Works Director

_____ Date

EXHIBIT A
OFFER OF DEDICATION
Legal Description – Segment 3

All that real property situate in the County of Nevada, State of California, lying in Section 3, Township 15 North, Range 8 East, MDM and being a portion of that real property described in Grant Deed to, NEW VERDE MINES, LLC, a Delaware Limited Liability Company, dated June 22, 2011, recorded as Document Number 20110017474, Nevada County Records, described as a strip of land of the uniform width of 60.00 feet, lying symmetrically about the centerline Allison Ranch Road, said centerline being more particularly described as follows:

Beginning at point in the centerline of Allison Ranch Road, which point has a California Zone 2 State Plane coordinate of 2197786.13 North and 6825801.13 East, and running thence along a curve concave to the Northeast, having a radius of 300.00 feet, a central angle of 09°50'59" and a radial which bears North 82°39'32" East; thence along the arc of said curve for a distance of 51.57 feet; thence South 17°11'27" East 217.91 feet, to the beginning of a tangent curve to the right, having a radius of 380.00 feet and a central angle of 30°12'35"; thence along the arc of said curve for a distance of 200.36 feet; thence South 13°01'08" West 191.37 feet, to the beginning of a tangent curve to the left, having a radius of 1000.00 feet and a central angle of 09°13'24"; thence along the arc of said curve for a distance of 160.98 feet; thence South 03°47'44" West 51.42 feet, to the beginning of a tangent curve to the right, having a radius of 500.00 feet and a central angle of 15°21'31"; thence along the arc of said curve for a distance of 134.03 feet; thence South 19°09'15" West 74.76 feet, to the beginning of a tangent curve to the left, having a radius of 150.00 feet and a central angle of 81°38'55"; thence along the arc of said curve for a distance of 213.76 feet; thence South 62°29'40" East 98.64 feet, to the beginning of a tangent curve to the right, having a radius of 300.00 feet and a central angle of 15°15'59"; thence along the arc of said curve for a distance of 79.93 feet; thence South 47°13'41" East 391.66 feet, to the beginning of a tangent curve to the left, having a radius of 300.00 feet and a central angle of 08°33'40"; thence along the arc of said curve for a distance of 44.83 feet; thence South 55°47'21" East 68.40 feet, to the beginning of a tangent curve to the right, having a radius of 400.00 feet and a central angle of 56°16'01"; thence along the arc of said curve for a distance of 392.82 feet; thence South 00°28'40" West 178.42 feet, to the beginning of a tangent curve to the right, having a radius of 1000.00 feet and a central angle of 06°36'00"; thence along the arc of said curve for a distance of 115.19 feet; thence South 07°04'40" West 172.68 feet, to the beginning of a tangent curve to the right, having a radius of 1000.00 feet and a central angle of 02°54'02"; thence along the arc of said curve for a distance of 50.63 feet; thence South 09°58'43" West 82.06 feet, to the beginning of a tangent curve to the left, having a radius of 700.00 feet and a central angle of 08°21'28"; thence along the arc of said curve for a distance of 102.11 feet, more or less, to a point on said centerline that has a

California Zone 2 State Plane coordinate of 2195094.17 North and 6826479.46 East, and there terminating this segment.

The herein described areas are shown on Exhibit "B" attached hereto and made a part hereof.

The herein described easement affects a portion of APN(s): 22-120-28, 22-120-27, 22-120-35, and 22-300-32.

Note: The bearings and distances described herein are predicated upon the California State Plane Zone 2 datum (NAD83 Epoch 2002). To obtain ground distances multiply the "grid" distances herein described by a factor of 1.0001986.



A handwritten signature in cursive script, appearing to read "Ronald Dundas".

Ronald Dundas, P.L.S. 4415
Expires 9-30-17

SEGMENT 3 – EXHIBIT B

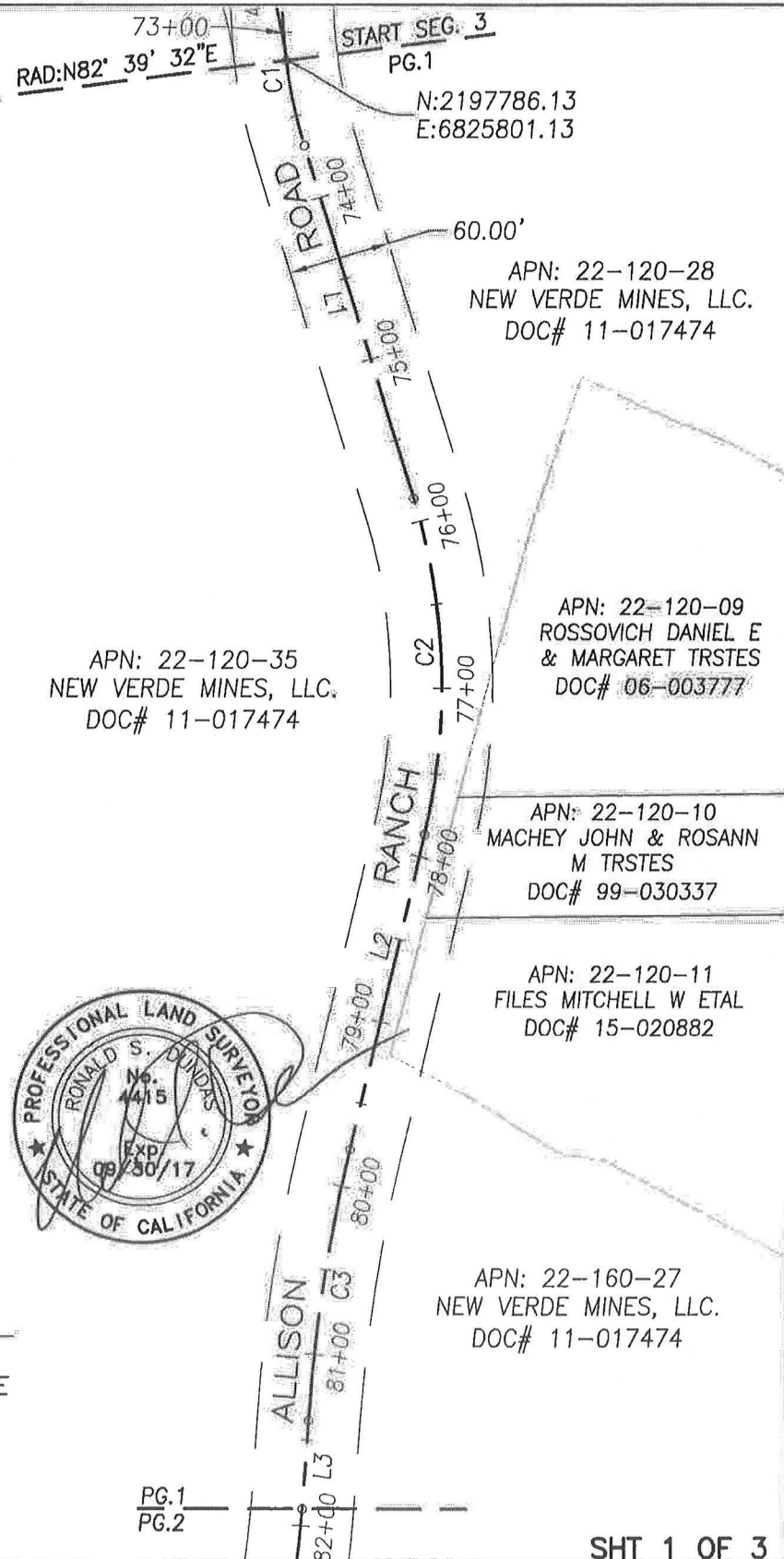
NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 3
T. 15 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD

DATE: JUNE 6, 2016

THROUGH LAND OF: NEW VERDE MINES, LLC.

SCALE: 1"=100'



Line Table

Line #	Length	Direction
L1	217.91	S17° 11' 27"E
L2	191.37	S13° 01' 08"W
L3	51.42	S03° 47' 44"W

Curve Table

Curve #	Radius	Length	Delta
C1	300.00	51.57	9° 50' 59"
C2	380.00	200.36	30° 12' 35"
C3	1000.00	160.98	9° 13' 24"

NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.

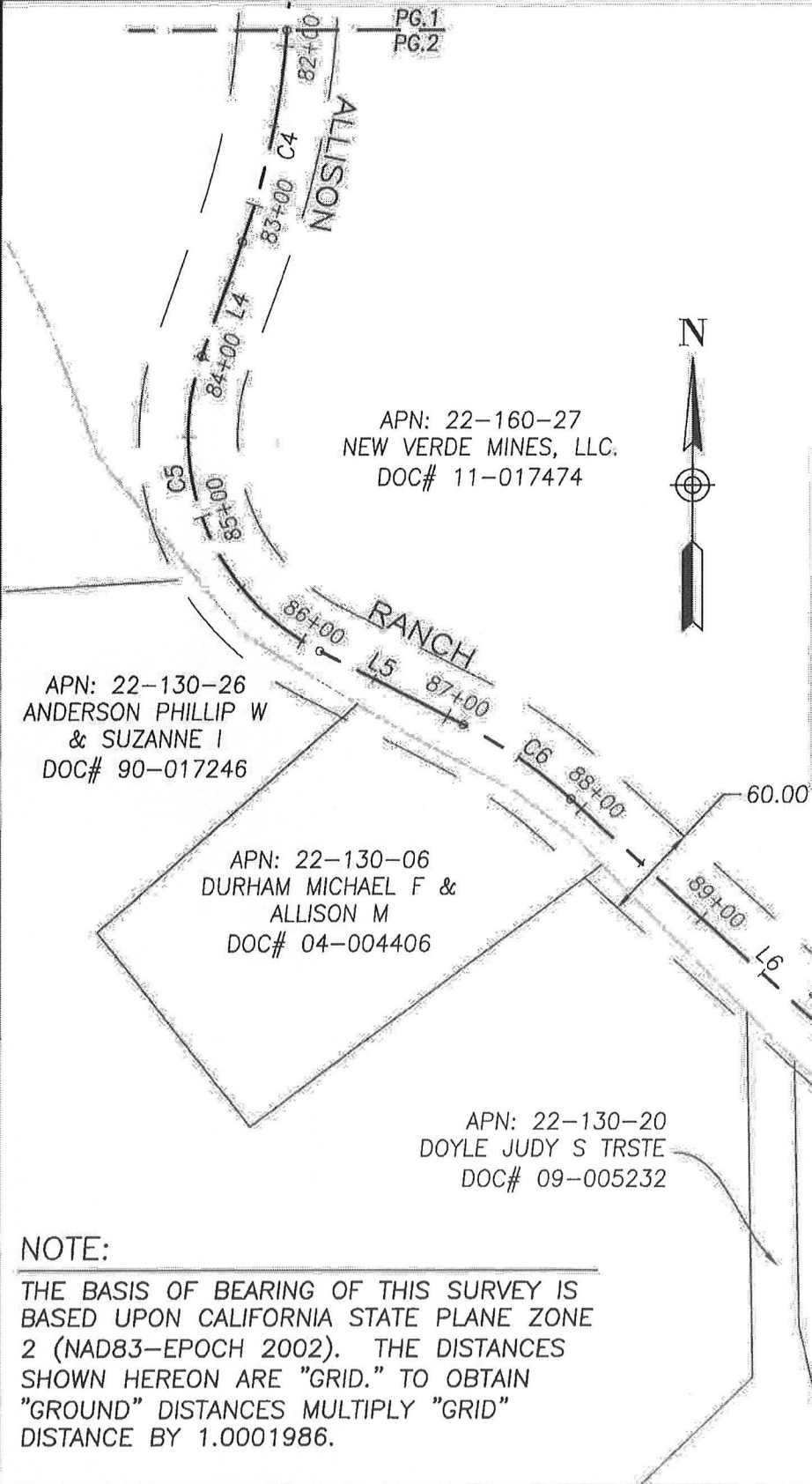
PG.1
PG.2

SEGMENT 3 — EXHIBIT B

NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 3
T. 15 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD
THROUGH LAND OF: NEW VERDE MINES, LLC.

DATE: JUNE 6, 2016
SCALE: 1"=100'



Line Table		
Line #	Length	Direction
L4	74.76	S19° 09' 15"W
L5	98.64	S62° 29' 40"E
L6	391.66	S47° 13' 41"E
L7	68.40	S55° 47' 21"E

Curve Table			
Curve #	Radius	Length	Delta
C4	500.00	134.03	15° 21' 31"
C5	150.00	213.76	81° 38' 55"
C6	300.00	79.93	15° 15' 59"
C7	300.00	44.83	8° 33' 40"



NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.

APN: 22-130-08
MCPEEK HAZEL L
DOC# 13-001865

PG. 2
PG. 3
SHT 2 OF 3

SEGMENT 3 – EXHIBIT B

NEVADA COUNTY, CALIFORNIA
A PORTION OF SECTION 3
T. 15 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD
THROUGH LAND OF: NEW VERDE MINES, LLC.

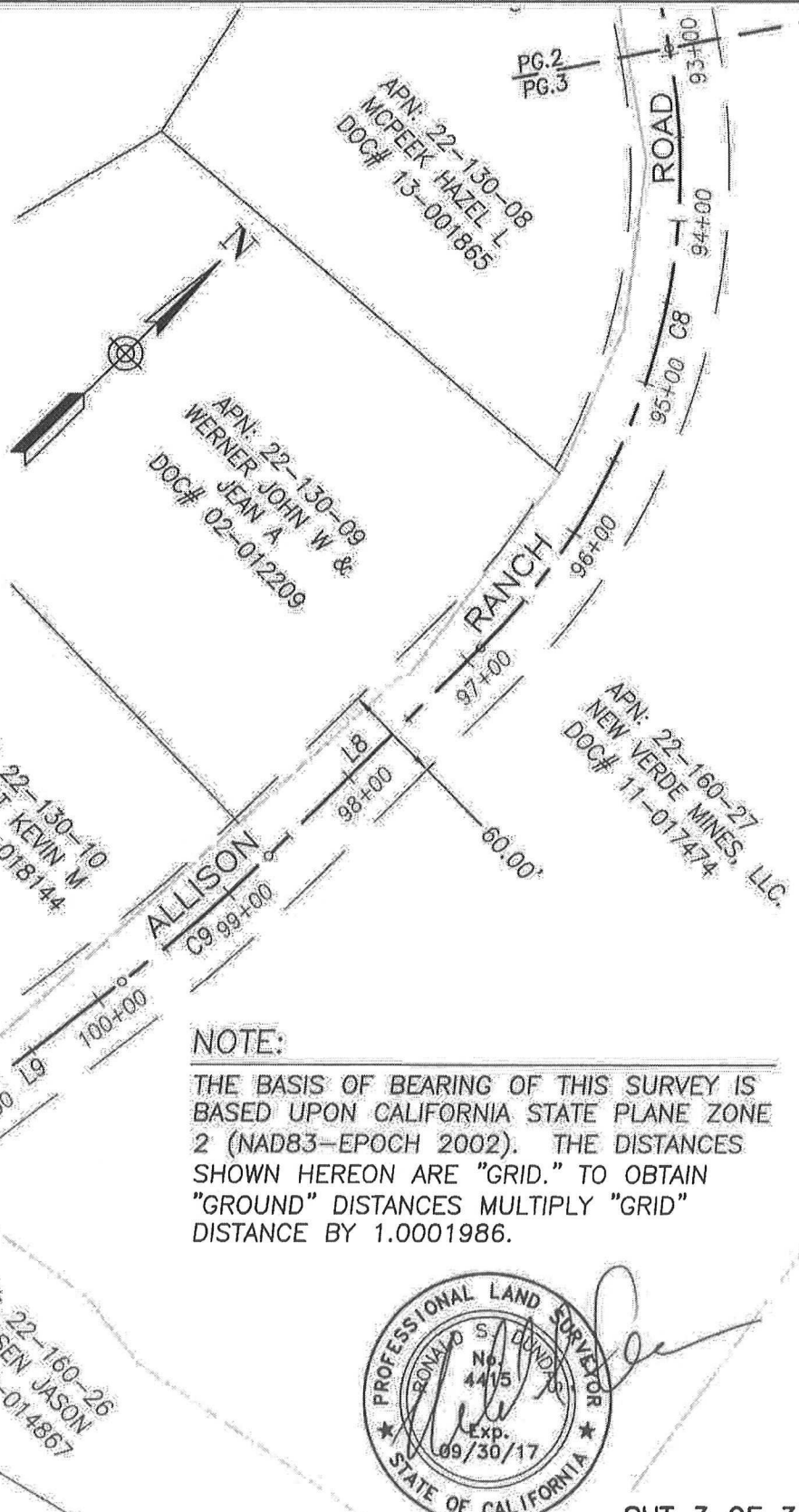
DATE: JUNE 6, 2016
SCALE: 1"=100'

Curve Table

Curve #	Radius	Length	Delta
C8	400.00	392.82	56° 16' 01"
C9	1000.00	115.19	6° 36' 00"
C10	1000.00	50.63	2° 54' 02"
C11	700.00	102.11	8° 21' 28"

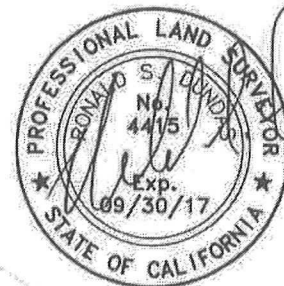
Line Table

Line #	Length	Direction
L8	178.42	S00° 28' 40"W
L9	172.68	S07° 04' 40"W
L10	82.06	S09° 58' 43"W



NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.



RECORDING REQUEST BY

AND WHEN RECORDED MAIL TO:

Name Department of Public Works
Attn: Kevin Nelson, County Surveyor

Street 950 Maidu Avenue
Address

City & Nevada City, CA 95959
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**OFFER OF DEDICATION
FOR
ALLISON RANCH ROAD
BYPASS ROAD**

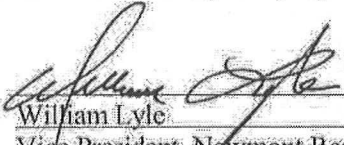
NEW VERDE MINES, LLC, a Delaware Limited Liability Company ("Offeror") does hereby irrevocably offer for dedication to the County of Nevada for public use that certain strip of land as described in attached Exhibit "A" and shown on attached Exhibit "B" for the purposes described as follows:

1. An Easement for ingress, egress, road construction and road maintenance purposes, together with any and all appurtenances thereto, including the right to trim and/or remove trees and vegetation and the right to extend culverts and slopes, those certain strips of land shown in Exhibits "A" and "B" attached herein.
2. An Easement for any and all public utility uses, including, but not limited to, overhead and/or underground conduits, cables and pipes, together with the right to trim and/or remove trees and vegetation, those certain strips of land shown in Exhibits "A" and "B" attached herein.
3. An Easement for the installation and maintenance of storm drain facilities on, under and across those strips of land shown in Exhibits "A" and "B" attached herein.
4. The dedication to the County of Nevada the Road Right-of-Way for Allison Ranch Road (Bypass Road) as described in Exhibits "A" and "B" attached herein.

The offer provided for herein is a divisible offer as to each of the purposes set forth hereinabove and the County may accept any and/or all of the portions of this offer in any combination that it deems appropriate.

The irrevocable offer of dedication as provided for herein shall become effective as of the date of its execution, and shall remain in effect until such time as the County accepts or takes formal action to vacate said offer, notwithstanding the provisions of California Civil Code section 771.010 or any other statutory provisions to the contrary. In the event that the County of Nevada ceases to maintain Allison Ranch Road as a public road for a period of two (2) years or longer, the offer provided for herein shall be vacated and all rights, title and interest in the land described in attached Exhibit "A" shall be restored to New Verde Mines, LLC, free and clear of this offer.

NEW VERDE MINES, LLC
a Delaware limited liability company

By: 
Name: William Lyle
Title: Vice President, Newmont Realty Company
(Manager of New Verde Mines, LLC)

Dated: August 26, 2016

(attached appropriate Notary Public)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Nevada)

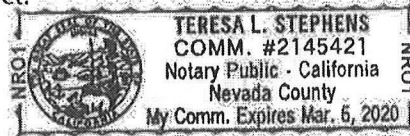
On 8/26/16 before me, Teresa L. Stephens, Notary Public
(here insert name and title of the officer)

personally appeared William Lyle

who 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(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Teresa L. Stephens

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CERTIFICATE ACCEPTING OFFER OF DEDICATION

"The Director of the Nevada County of Public Works, as Authorized by Resolution No. _____, hereby consents to the recording of the attached "Offer of Dedication" and, on behalf of the Board of Supervisors of Nevada County, hereby accepts Items 1, 2 & 3 and rejects Item #4 subject to Section 771.010 of the Code of Civil Procedure and retains the right to accept this Item as a later date by Resolution without further action by the Grantor."

By: _____
Steve Castleberry
Public Works Director

_____ Date

EXHIBIT A
OFFER OF DEDICATION
Legal Description – Bypass Road

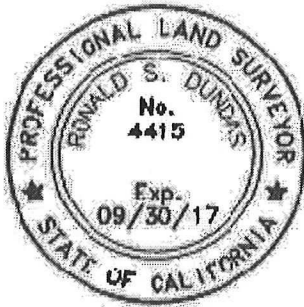
All that real property situate in the County of Nevada, State of California, lying in Section 3, Township 15 North, Range 8 East, MDM and being a portion of that real property described in Grant Deed to, NEW VERDE MINES, LLC, a Delaware Limited Liability Company, dated June 22, 2011, recorded as Document Number 20110017474, Nevada County Records, described as a strip of land of the uniform width of 60.00 feet, lying symmetrically about the centerline Allison Ranch Bypass Road, said centerline being more particularly described as follows:

Beginning at point in the centerline of Allison Ranch Road, which point has a California Zone 2 State Plane coordinate of 2199542.65 North and 6826025.84 East, and running thence South 52°55'09" West 44.74 feet, to the beginning of a tangent curve to the right, having a radius of 300.00 feet and a central angle of 17°52'21"; thence along the arc of said curve for a distance of 93.58 feet, to the beginning of a tangent reversing curve to the left, having a radius of 500.00 feet and a central angle of 15°11'46"; thence along the arc of said curve for a distance of 132.61 feet; thence South 55°35'43" West 153.77 feet, to the beginning of a tangent curve to the left, having a radius of 200.00 feet and a central angle of 51°54'06"; thence along the arc of said curve for a distance of 181.17 feet; thence South 03°41'38" West 266.31 feet, to the beginning of a tangent curve to the left, having a radius of 1000.00 feet and a central angle of 05°52'12"; thence along the arc of said curve for a distance of 102.45 feet; thence South 02°10'34" East 148.60 feet, to the beginning of a tangent curve to the right, having a radius of 500.00 feet and a central angle of 10°47'23"; thence along the arc of said curve for a distance of 94.16 feet; thence South 08°36'49" West 79.99 feet, to the beginning of a tangent curve to the left, having a radius of 275.00 feet and a central angle of 32°44'32"; thence along the arc of said curve for a distance of 157.15 feet; thence South 24°07'44" East 88.91 feet, to the beginning of a tangent curve to the right, having a radius of 1000.00 feet and a central angle of 04°11'28"; thence along the arc of said curve for a distance of 73.15 feet; thence South 19°56'16" East 182.84 feet, to the beginning of a tangent curve to the left, having a radius of 200.00 feet and a central angle of 16°59'49"; thence along the arc of said curve for a distance of 59.33 feet; thence South 36°56'05" East 36.27 feet, to the beginning of a tangent curve to the right, having a radius of 300.00 feet and a central angle of 29°35'37"; thence along the arc of said curve for a distance of 154.95 feet, more or less, to a point on the centerline of Allison Ranch Road, that has a California Zone 2 State Plane coordinate of 2197786.13 North and 6825801.13 East, and there terminating this segment.

The herein described areas are shown on Exhibit "B" attached hereto and made a part hereof.

The herein described easement affects a portion of APN(s): 22-120-35, and 29-350-04.

Note: The bearings and distances described herein are predicated upon the California State Plane Zone 2 datum (NAD83 Epoch 2002). To obtain ground distances multiply the "grid" distances herein described by a factor of 1.0001986.



A handwritten signature in black ink, appearing to read "Ronald S. Dundas", written over a horizontal line.

Ronald Dundas, P.L.S. 4415
Expires 9-30-17

BYPASS - EXHIBIT B

NEVADA COUNTY, CALIFORNIA
 A PORTION OF SECTION 34 T. 16 N R. 8 E.
 & SECTION 3 T. 15 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD

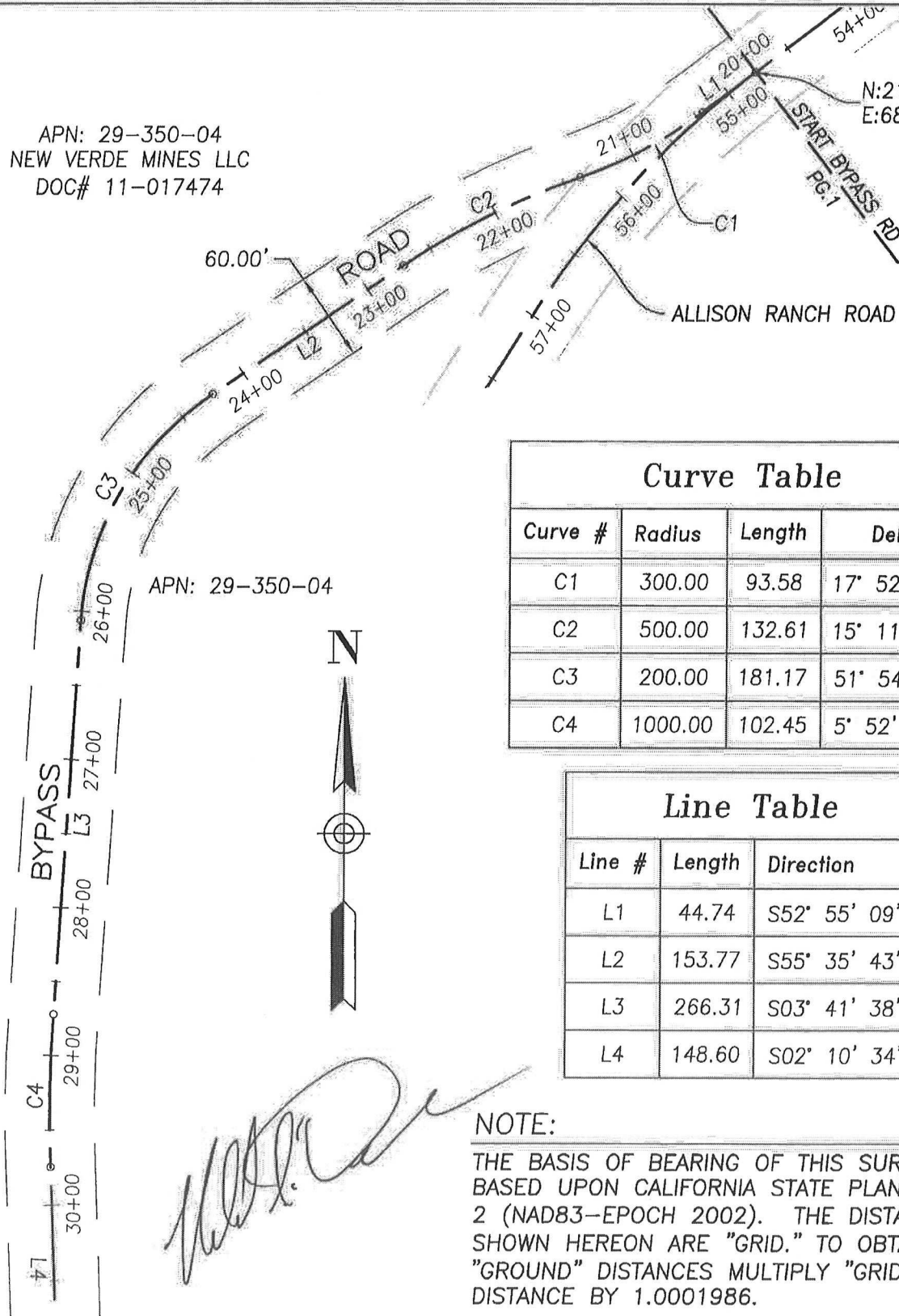
DATE: JUNE 6, 2016

THROUGH LAND OF: NEW VERDE MINES

SCALE: 1"=100'

APN: 29-350-04
 NEW VERDE MINES LLC
 DOC# 11-017474

N:2199542.65
 E:6826025.84



Curve Table

Curve #	Radius	Length	Delta
C1	300.00	93.58	17° 52' 21"
C2	500.00	132.61	15° 11' 46"
C3	200.00	181.17	51° 54' 06"
C4	1000.00	102.45	5° 52' 12"

Line Table

Line #	Length	Direction
L1	44.74	S52° 55' 09"W
L2	153.77	S55° 35' 43"W
L3	266.31	S03° 41' 38"W
L4	148.60	S02° 10' 34"E

NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.

BYPASS – EXHIBIT B

NEVADA COUNTY, CALIFORNIA
 A PORTION OF SECTION 34 T. 16 N R. 8 E.
 & SECTION 3 T. 15 NORTH R. 8 EAST

PROJECT: ALLISON RANCH ROAD
 THROUGH LAND OF: NEW VERDE MINES

DATE: MAY 31, 2016
 SCALE: 1"=100'

APN: 29-350-04
 NEW VERDE MINES LLC
 DOC# 11-017474

APN: 22-120-35
 NEW VERDE MINES LLC
 DOC# 11-017474

Line Table		
Line #	Length	Direction
L4	148.60	S02° 10' 34"E
L5	79.99	S08° 36' 49"W
L6	88.91	S24° 07' 44"E
L7	182.84	S19° 56' 16"E
L8	36.27	S36° 56' 05"E

Curve Table			
Curve #	Radius	Length	Delta
C5	500.00	94.16	10° 47' 23"
C6	275.00	157.15	32° 44' 32"
C7	1000.00	73.15	4° 11' 28"
C8	200.00	59.33	16° 59' 49"
C9	300.00	154.95	29° 35' 37"

NOTE:

THE BASIS OF BEARING OF THIS SURVEY IS BASED UPON CALIFORNIA STATE PLANE ZONE 2 (NAD83-EPOCH 2002). THE DISTANCES SHOWN HEREON ARE "GRID." TO OBTAIN "GROUND" DISTANCES MULTIPLY "GRID" DISTANCE BY 1.0001986.

APN: 22-120-35

