

Angelo C. Florio,

to

Bartholomae Oil Corporation.)

) Deed. (U.S.I.R.Stamps affixed and cancelled \$2.20)

D E E D.

THIS INDENTURE, made this 16 day of January, 1943, by and between ANGELO C.ELORIO, of the town of Eureka, County of Eureka, State of Nevada, the party of the FIRST PART, and BARTHOLOMAE OIL CORPORATION, a corporation of the State of California, the party of the SECOND PART:

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS, current lawful money of the United States of America, and other valuable consideration, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns, all those certain springs, water rights, and range rights, situate, lying, and being in the County of Eureka, State of Nevada, and which are more particularly bounded and described as follows, to-wit:

Rock Spring, certificate No. 1598, which said Rock Spring is sometimes designated as "Marteletti Spring No.1."

Hoover Spring, Certificate No. 1594.

Marteletti Spring No.2.

Mahogany Spring, lying about 200 feet from Hoover Spring hereinabove mentioned.

TOGETHER with all troughs, pumps, tanks, pipe, pipe-lines, reservoirs and all other improvements located at or near each and all of said springs.

ALSO ALL of his right in and to the following described range rights, to-wit: All of his range rights and water rights, located upon the Public Domain in Eureka County, Lying south of the following described boundary line to-wit:

Commencing at a point on the Eureka-White Pine County boundary line which is due east from a point one-half mile due north of proposed Fish Creek Well No.4; thence west on a straight line to said point one-half mile due north of said proposed Fish Creek Well No.4; thence northwesterly on a straight line to a point at the top of the ridge marking the water divide line between Clover Spring, certificate No. 1595, and Hoover Spring, certificate No. 1594, thence down along the top of said ridge to, and across a gap through which an old road now passes, and continuing along the top of the ridge immediately west of said gap down to the wash at Fish Creek Mine Wells, thence westerly on a straight line to a point 200 feet due north of Antelope Well No.1, thence due west on a straight line to the west boundary line of the grazing area claimed by the said first party.

The purchase of the water rights hereby conveyed carries with it certain range rights as herein described, and that this division of range lands between the parties hereto is necessary for the purpose of defining such rights, and such rights are rights in real property by reason of the ownership of the said springs hereby conveyed, and are intended as covenants running with the water rights herein conveyed as against the parties hereto, their executors, administrators, successors and assigns.

That the said party of the first part further agrees to withdraw, immediately, the protest which he has filed in the State Engineer's Office against Application No. 10895 of the party of the second part for the water of Antelope Well No.1, and that neither party will protest, nor aid, nor abet any other person, company, or corporation, in protesting any application of either party to the State Engineer of Nevada for the water of any spring, or the water from any underground source of water through any well, or other water supply, which either party may develop on the Public Domain located in Eureka County, Nevada, lying on his or its own range lands, provided, that the development of any water right by either party by way of regular application for the use of such waters, or otherwise on his or its own range lands shall in no event operate to extend, change, or in any manner affect the range rights of the other party as now settled by this deed of conveyance.

PROVIDED, there is also reserved from this conveyance a right to trail each Autumn the sheep owned by the party of the first part, or his lessees, to his winter range in Nye County, and to retrail said sheep to his summer range in Eureka County, each Spring, across the range lands herein conveyed.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Angelo C. Florio

STATE OF NEVADA)
) SS:
COUNTY OF EUREKA.)

On this 16 day of January, 1943, personally appeared before me, W.R.Reynolds, a Notary Public in and for the County of Eureka, State of Nevada, ANGELO C. FLORIO, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at my office in the town and county of Eureka, State of Nevada, the day and year in this Certificate first above written.

(Notarial Seal)

W. R. Reynolds
Notary Public.

Recorded at the request of W.R.Reynolds Jan. 16, A.D. 1943 At 30 minutes past 10 A.M.

Peter Merialdo---Recorder.