

W. S. McGill and R. K. McGill)

to)

Raymond LaBarry.)

File No. 27001.

Deed.

(.U.S.I.R. Stamps Affixed and Cancelled \$49.50)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made the 4th day of September, 1947, between W. S. McGILL and R.K. McGILL, individually and as co-partners under the name and style of W. S. McGILL & SON, parties of the first part and hereinafter referred to as "Grantors", and RAYMOND LaBARRY, party of the second part and hereinafter referred to as "Grantee";

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant, bargain and sell, unto said Grantee and to his heirs and assigns forever all of the said Grantors' right, title and interest, both in law and in equity, which the said Grantors now have or may hereafter acquire in and to the following described lots, pieces or parcels of land situate, lying and being in the State of Nevada, and bounded and particularly described as follows, to-wit:

That certain ranch commonly known as the Ardans Ranch situate in Eureka County, State of Nevada, and being more particularly described as follows:

TOWNSHIP 19 NORTH, RANGE 54 EAST, M.D.B. & M.

Section 2: SW $\frac{1}{4}$ of SW $\frac{1}{4}$

Section 3: S $\frac{1}{2}$ of SE $\frac{1}{4}$; SE $\frac{1}{4}$ of SW $\frac{1}{4}$

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B. & M.

Section 15: W $\frac{1}{2}$ of SW $\frac{1}{4}$

Section 16: E $\frac{1}{2}$ of SE $\frac{1}{4}$

Section 17: SE $\frac{1}{4}$ of SW $\frac{1}{4}$; S $\frac{1}{2}$ of SE $\frac{1}{4}$

Section 20: NE $\frac{1}{4}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of NE $\frac{1}{4}$

Section 21: E $\frac{1}{2}$ of SE $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$; E $\frac{1}{2}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of NW $\frac{1}{4}$

Section 22: SE $\frac{1}{4}$ of NE $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of NW $\frac{1}{4}$
 Section 23: SW $\frac{1}{4}$ of NE $\frac{1}{4}$
 Section 24: NW $\frac{1}{4}$ of SW $\frac{1}{4}$
 Section 25: NW $\frac{1}{4}$ of NE $\frac{1}{4}$; N $\frac{1}{2}$ of NW $\frac{1}{4}$; NE $\frac{1}{4}$ of SW $\frac{1}{4}$; SE $\frac{1}{4}$ of SW $\frac{1}{4}$
 Section 26: N $\frac{1}{2}$ of SE $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$; N $\frac{1}{2}$ of SW $\frac{1}{4}$
 Section 27: NE $\frac{1}{4}$ of SE $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of NW $\frac{1}{4}$
 Section 28: NE $\frac{1}{4}$ of NE $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$; NE $\frac{1}{4}$ of SW $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$; SE $\frac{1}{4}$ of SE $\frac{1}{4}$

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M. (Cont.)

Section 29: SE $\frac{1}{4}$ of SE $\frac{1}{4}$
 Section 34: NE $\frac{1}{4}$ of NW $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$
 Section 35: NW $\frac{1}{4}$ of SW $\frac{1}{4}$.

That certain ranch commonly known as the Cottonwood Ranch, situate in Eureka County, State of Nevada, and being more particularly described as follows:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 36: SE $\frac{1}{4}$

TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 1: Lots 1, 2 and 5

TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 23: N $\frac{1}{2}$ of S $\frac{1}{2}$
 Section 34: S $\frac{1}{2}$ of SE $\frac{1}{4}$
 Section 35: N $\frac{1}{2}$ of SE $\frac{1}{4}$; S $\frac{1}{2}$ of SW $\frac{1}{4}$

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 3: Lot 5
 Section 4: S $\frac{1}{2}$ of NE $\frac{1}{4}$
 Section 5: W $\frac{1}{2}$ of SW $\frac{1}{4}$
 Section 9: S $\frac{1}{2}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$; NE $\frac{1}{4}$ of SW $\frac{1}{4}$
 Section 10: Lot 2; SE $\frac{1}{4}$ of NW $\frac{1}{4}$

That certain ranch commonly known as the Circle Ranch, situate in White Pine County, State of Nevada, and being more particularly described as follows:

TOWNSHIP 20 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 14: SW $\frac{1}{4}$; SE $\frac{1}{4}$ S $\frac{1}{2}$ of NW $\frac{1}{4}$
 Section 15: SE $\frac{1}{4}$ of NE $\frac{1}{4}$
 Section 23: E $\frac{1}{4}$ of NW $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$
 Section 27: E $\frac{1}{4}$ of NE $\frac{1}{4}$
 Section 34: N $\frac{1}{2}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NE $\frac{1}{4}$
 Section 35: SW $\frac{1}{4}$ of NW $\frac{1}{4}$

TOWNSHIP 18 NORTH, RANGE 57 EAST, M.D.B.&M.

Section 11: SE $\frac{1}{4}$ of SW $\frac{1}{4}$

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, and including all water, water rights, water applications or water permits or privileges connected with, belonging, appertaining or incident to the lands hereby conveyed, or used in connection therewith, and all dams, reservoirs, ditches, canals, or other works for a storage or carrying of water now owned by the said first parties or in which they now have or may hereafter acquire an interest, and all applications now pending in the office of the State Engineer of the State of Nevada for any and all waters to be used upon any part or portion of the above described lands, or used in connection therewith.

Together with all and singular the sheep grazing rights, privileges and permits owned by them on any forest reserve or in any grazing district adjoining, being connected with, or appurtenant to said property or near thereto, said first parties waiving any and all privileges but specifically excluding from this conveyance all cattle grazing rights, privileges and permits owned by said Grantors whether said cattle grazing rights, privileges or permits are connected with or appurtenant to said above described properties or any other properties owned by said Grantors.

It being the intention of the said first parties and understanding of the said second party that only those grazing rights as defined in that certain memorandum of understanding, marked Exhibit A, attached hereto and made a part hereof for all purposes as though set forth herein in full, are conveyed to said second party said first parties and that said memorandum of understanding is to be construed as a part of this deed for such purpose.

All those certain water rights and claims located in White Pine County and Eureka County, Nevada, in and under the following proofs filed in the Office of the State Engineer:

Permit No.Certificate No.

1937
1958
2157
2289
2199
2789
2855
5835
5836
5837
5838
6369
6370
3640
3641
7127
7128
7130
7131
7605
7606
7607
8300
8301
8339
8571
8813
8814
8815
8995

43
42

165
149
307
308
716
1638
717
718
795
1381
379
373
1320
1321
1322
1323
1640
2079
2080

1813
1639
1735
2021
2022
2023
2024

Also all those certain water rights located in White Pine County and Eureka County, Nevada, included in and under the following proofs of appropriation in the Office of the Nevada State Engineer:

No. 01327
No. 01423

Also those certain springs known and described as: Mithias (Mathias), Heath Springs, Carpenter, Bill Murray, John Baskins, McConlakey, Hall, Nancy Springs, John Swayne, Della, Bell Rea, Dora, the same being represented by application Numbers 1820 to 1826, both inclusive, and 1875 to 1879, both inclusive, filed in State Engineer's Office of Nevada.

Also the John T. Baker Springs located in Spanish Gulch, in the said County of Eureka, State of Nevada, more fully described in that certain deed from Thos. Dixon to A. C. Florio, recorded in Book 18 of Deeds on page 207, reference thereto made a part hereof as though fully incorporated herein; also all of his right, title in and to Granite and Little Cherry Springs situate in the said County of Eureka, State of Nevada.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging, and 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 party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

W. S. MCGILL & SON, A Co-Partnership

By W. S. McGill

By R. K. McGill

State of Nevada,)
) ss.
County of White Pine.)

On this 4th day of September, 1947, personally appeared before me, a Notary Public in and for said County and State, W. S. McGill and R. K. McGill, known to me to be the persons described in and who executed the foregoing instrument in behalf of and as members of the co-partnership of W. S. McGill & SON; and duly acknowledged to me that they executed the same on behalf of said co-partnership 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 the day and year last above written.

(Notarial Seal)
My Commission Expires: 10-27-49.

C. E. Horton
Notary Public

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made this 4 day of September, 1947, by and between WILLIAM S. McGill of Ely, White Pine County, Nevada, and RAYMOND LaBARRY of Ely, White Pine County, Nevada, is for the purpose providing a satisfactory division of federal range privileges and understanding of general areas of range use between them resulting from a purchase of a portion of the William S. McGill base properties by Raymond LaBarry.

General Description of Property Transaction

Raymond LaBarry is purchasing from William S. McGill what is commonly known as the Handley set-up of the former Newark Land and Livestock Company, with exception of the following parcels of land and watering places:

1. 40 acres in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 21, T. 18 N., R. 56 E., and containing Rock Spring.
2. 40 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 23, T. 20 N., R. 56 E., and containing Sulphur Spring.
3. Water rights and claims to Beck Spring in approximately the NE $\frac{1}{4}$, Sec. 6, T. 20 N., R. 57 E.
4. Rock Spring in NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 36, T. 21 N., R. 56 E., and controlled by State Water Certificate #150.
5. Valley Well in NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 30, T. 19 N., R. 56 E., Controlled by State Water Certificate #2025.

By this purchase Raymond LaBarry acquires what is known as the Circle Ranch in Newark Valley, the Cottonwood Ranch and Ardans Ranch north of Eureka, Nevada, and all irrigation and stockwatering rights formerly owned or claimed by the operators in the Handley set-up excepting those listed above.

Attached to these Handley lands is a Class I adjudicated grazing privilege in Nevada Grazing District No. 4 for 7,138 AUMs of federal range use. Of this privilege, 815 AUMs is located in Duckwater Unit for use by sheep and 6,323 AUMs in the Pancake Unit. 4,119 AUMs of the Pancake privilege is attached to sheep use and 2,204 AUMs to cattle use. (Above figures are subject to a very small deduction to allow for the two 40 acre tracts of the Handley set-up which surround Rock Spring and Sulphur Spring and retained by McGill).

Desired Method of Operation and Basis for Agreement

The basis for the agreement is a desire by the parties involved to so divide the grazing privileges and grazing use areas between the base properties remaining in possession of William S. McGill and base properties transferred to Raymond LaBarry that McGill will retain on his properties consisting of the Robinson, Mau and DeBernardi Ranches, plus various water rights, including those retained from the Handley set-up, a privilege sufficient to allow him to continue an operation at least equivalent to his cattle operation for the 1947-48 grazing period and described on license dated May 20, 1947. This privilege will amount to 4,045 AUMs of Federal Range Use.

It is further desired by William S. McGill that he retain the right to use that portion of the Federal Range and stockwatering places located thereon formerly used by the Handley set-up in connection with their cattle operation. He also intends to utilize his entire privilege with cattle in the Pancake Unit.

The properties retained by William S. McGill have a total adjudicated privilege of 3,111 AUMs, of this total 2,940 AUMs is attached to the Robinson and Mau Ranches and is further divided with 2,465 AUMs being connected with sheep use of which 261 AUMs is in the Duckwater Unit and 2,204 in the Pancake Unit. The remaining 475 AUMs, plus 171 AUMs connected with the DeBernardi Ranch is connected with cattle use in the Pancake Unit.

It is the desire of Raymond LaBarry to operate on the federal range a sheep set-up in the Pancake and Duckwater Units similar in size and operation to that licensed to William S. McGill on license for 1947-48 grazing use, dated May 20, 1947. Such an operation requires approximately 6,204 AUMs of federal range privileges in the Duckwater and Pancake Units.

Agreement

In order to make possible the above described desired methods of operation and to comply as nearly as possible with provisions of the Federal Range Code, we, RAYMOND LABARRY and WILLIAM S. MCGILL, agree as follows:

1. To transfer under Section 7 of the Federal Range Code, 934 AUMs of the cattle privilege from the Handley set-up being purchased by Raymond LaBarry to the Robinson, Mau and DeBernardi ranches owned by William S. McGill.
2. That William S. McGill will offer no objection to a request to the Bureau of Land Management by Raymond LaBarry for a change in class of livestock requesting to change all the remaining cattle privileges of the Handley set-up amounting to 1,27- AUMs to sheep on a 1 to 5 ratio and for the location of this privilege to be changed from 100% in the Pancake Unit to both the Pancake and Duckwater Units in approximately the same proportion as the existing sheep privilege attached to these properties. Also, LaBarry is to offer no objection to a request by William S. McGill to the Bureau of Land Management for a change in class of livestock changing the entire sheep privilege of 2,465 AUMs attached to the Robinson and Mau ranches to cattle on a 5 to 1 ratio and likewise requesting that the location of this privilege which now is in both the Duckwater and Pancake Unit be changed to 100% in the Pancake Unit.
3. That William McGill will retain in connection with the Robinson, Mau and DeBernardi ranches the right to the use of that part of the federal range formerly used by cattle connected with the Handley base properties and Raymond LaBarry is not to apply for or make any use in this area which is generally described as including the west side of Newark Valley extending from the south boundary of the Hooper Range Allotment south of the west side of the valley to the vicinity of the Circle Ranch, thence southeast to the northwest corner of the Pitchforth-Goyeneche Range Area as described in the agreement of 1/23/43 between R. H. Pitchforth, Javier Goyeneche and Handley Brothers. The east extremity of the area will then be the west boundary of the Pitchforth-Goyeneche Range Area south to the Lincoln Highway and the south boundary will be an old undescribed but observed division line between the former Pinto Creek and Handley interests. A second area used in the Handley cattle operation includes what is known as the Buck Mountain Summer Cattle Range and an extension of this summer area south to include Sulphur Spring. A customary drift of cattle outside of these areas will be allowed.

4. That William S. McGill will relinquish to Raymond LaBarry for use in connection with sheep that use privilege on federal range now attached to the Robinson and Mau Ranches which is located on the West and higher slopes of the Diamond Mountain Range and formerly used by the Robinson sheep during summer and also the winter area used by Robinson sheep in the Duckwater Unit.

5. That Raymond LaBarry is to be allowed by William S. McGill the use of Sulphur Spring, Beck Spring and Robinson Spring for sheep watering subject to the following restrictions:

Sheep grazing adjacent to Sulphur Spring is to be confined to south and east of the spring only, at Beck Spring sheep grazing is to be confined south of the spring and at Robinson Spring grazing is to be confined west of the spring.

6. LaBarry is to have access for stockwatering to Valley Well for trailing purposes to and from his ranch properties.

7. This agreement is to be binding on William S. McGill and Raymond LaBarry and their successors.

IN WITNESS WHEREOF, the parties hereto have signed their names the date first above written.

William S. McGill
WILLIAM S. MCGILL

Raymond LaBarry
RAYMOND LABARRY

J. H. Bigger
Witness

J. H. Bigger
Witness

Recorded at the request of Ely National Bank Sept. 23 A.D. 1947 At 0 minutes past 11 A.M.

Peter Merialdo---Recorder.