

CARTER GENNETT)
)
and)
KATHARINE GENNETT)

INVENTORY OF SEPARATE PROPERTY OF CARTER GENNETT

THIS AGREEMENT AND INVENTORY made this 17th day of August, 1948, by the between
CARTER GENNETT, party of the first part, and KATHARINE GENNETT, party of the second part,

W I T N E S S E T H:

WHEREAS, the parties hereto are, and at all times herein mentioned were, husband and
wife;

WHEREAS, on November 4, 1947, the party of the first part did enter into a certain
Contract of Purchase, wherein HOWARD S. DOYLE, MYRON T. DOYLE and THOMAS O. CRAVEN are the
sellers, and the said property is generally known as the 25 Land and Cattle Company and
involves property in the Counties of Elko, Lander, Humboldt and Eureka, all in the State of
Nevada;

WHEREAS, said party of the first part did on July 14, 1948 enter into a Contract of
Purchase with ROY GILL and FLORENCE GILL, his wife, and JOHN GILL and ELEANOR GILL, his
wife, for the property commonly called the GAMBLE RANCH, together with certain lands being
purchased by the said sellers from the Southern Pacific Land Co. and the certain lands in
the State of Utah, all used in connection with said Gamble Ranch, located near Montello,
Nevada;

WHEREAS, it is the desire of the parties hereto to set forth the basis under which
said party of the first part has been and will acquire said property and any other property
in the State of Nevada or in the State of Utah;

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby acknowledge as and for an agreement and as and for an inventory of the separate property of the party of the first part, that all of the property heretofore acquired by the said party of the first part under the above mentioned Contracts of Purchase and any property acquired hereafter under said Contracts of Purchase, or any other property acquired or purchased or contracted by the said party of the first part hereafter in the States of Nevada or Utah, shall be and is the separate property of the said CARTER GENNETT, party of the first part, and is not and shall not be community property, and that the said party of the second part is in no way interested in the purchase of said property or in the said contracts, and that in the event the said party of the second part signs any Bills of Sale or Deeds or Contracts of Sale, the same has been done at the request of the other parties, out of due precaution, but without in any way limiting this agreement, or detracting from the character of the separate property of said party of the first part.

The party of the second part shall not be liable in any manner, shape nor form for any of the debts or liabilities or obligations of said CARTER GENNETT, party of the first part, nor for the purchase of any of the above property or in connection with any matter growing out of the same, nor in connection with any future dealings of said party of the first part in the State of Nevada.

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

Carter Gennett
Party of the First Part

Katharine P. Gennett
Party of the Second Part

STATE OF NORTH CAROLINA) SS.
COUNTY OF BUNCOMBE)

On this 10th day of September, 1948, personally appeared before me, a Notary Public in and for the County of Buncombe, CARTER GENNETT and KATHARINE GENNETT, his wife, known to me to be the persons described in and who executed the foregoing instrument; who severally acknowledged to me that they 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 County of Buncombe, the day and year in this certificate first above written.

(Notarial Seal)

J. F. Dillard
Notary Public in and for the County
of Buncombe, State of North Carolina,
My commission expires April 24, 1949.

Recorded at the request of George F. Wright, Sept. 27, A.D., 1948 at 45 minutes past 10 A.M.

Peter Merialdo--Recorder.