

Edward V. Tomera and
Yole Tomera, his wife,

to

S. A. CAMP GINNING CO.,
a California Corp.,
and
Kenneth Mebane.

) GRANT, BARGAIN AND SALE DEED (U.S.I.R. Stamps affixed and cancelled \$.55¢)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made and entered into this 18th day of June, 1956, by and between EDWARD V. TOMERA and YOLE TOMERA, his Wife, of the County of Elko, State of Nevada, First Parties, S..A. CAMP GINNING COMPANY, a California Corporation, Second Party, and KENNETH MEBANE, of the County of Eureka, State of Nevada, Third Party,

W I T N E S S E T H:

That the said First Parties, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to them in hand paid by the said Second and Third Parties, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey an undivided two-thirds (2/3rds) interest unto the said Second Party and to their successors and assigns forever, and an undivided one-third (1/3rd) interest unto the said Third Party and to his heirs and assigns forever, all that certain real property situate, lying and being in the County of Eureka, State of Nevada, and particularly described as follows, to-wit:

IN TOWNSHIP 28 N., R. 52 E., M.D.B. & M.

Section 1: S $\frac{1}{2}$ N $\frac{1}{2}$; Lots 1, 2, 3 and 4

IN TOWNSHIP 29 N., R. 52 E., M.D.B. & M.

Section 27: All

TOGETHER with all improvements of every nature, name and description, situate thereon.

EXCEPTING AND EXCLUDING from each and every parcel of land above described, all petroleum, oil, natural gas and products derived therefrom, within or underlying said lands or that may be produced therefrom, and all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for, and to drill for, recover and remove the same, as the same has heretofore been excepted and reserved by the Southern Pacific Land Company, a Corporation, by deeds of record, for itself and its successors and assigns.

ALSO EXCEPTING AND EXCLUDING an undivided one-half interest in and to any and all other mineral rights in said lands, together with the right to enter on said lands to prospect for, recover and remove the same, as the same have heretofore been excepted and reserved by OSCAR RUDNICK, SAM RUDNICK and FILBERT ETCHEVERRY, doing business under the firm name and style of EUREKA LIVESTOCK COMPANY, by Deeds of record, for themselves and their successors and assigns.

SUBJECT to the restrictive covenants against fencing and a covenant to apply to the United States Department of Interior, Bureau of Land Management, to exchange such lands hereinabove described for other public lands, contained in that certain Deed dated March 15, 1956, by and between JOE PIERETTI and MARIA PIERETTI, his Wife, PIETRO BIANUCCI, also known as PETE BIANUCCI, and AMELIA B. BIANUCCI, his Wife, and FRANK GUIRLANI and MARY GUIRLANI, his Wife, and the First Parties herein, which restrictive covenants provide by the terms thereof that they will automatically be terminated upon exchange of the lands hereinabove described for other public lands of the United States.

WITH THE EXCEPTION of the EXCEPTIONS and RESERVATIONS described hereinabove, this conveyance includes all waters, water rights, rights to the use of water, dams, ditches, canals, pipe-lines, reservoirs, and all other means for the diversion or use of waters appurtenant to said property, or any part hereof, or used or enjoyed in connection therewith, and together with all stock-watering rights used or enjoyed in connection with the use of any of said lands.

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, an undivided two-thirds interest unto the said Second Party, its successors and assigns, and an undivided one-third interest unto the said Third Party, his heirs and assigns, forever.

IN WITNESS WHEREOF, the said First Parties have hereunto set their hands the day and year in this instrument first above written.

Edward V. Tomera
Yole Tomera
FIRST PARTIES.

STATE OF NEVADA,)
) SS.
COUNTY OF ELKO.)

On this 18th day of June, 1956, personally appeared before me, a Notary Public in and for said County and State, EDWARD V. TOMERA and YOLE TOMERA, his Wife, known to me to be the persons described in and who executed the foregoing instrument, who 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 the day and year in this Certificate first above written.

(Notarial Seal) Keith Williams
NOTARY PUBLIC.

Recorded at the Request of R. L. Evans Sept. 16 A.D., 1956 At 44 Min. past 4 P.M.

E. B. Crane--Recorder.
By Angela Evans--Deputy.