

J. & H. Livestock Company
First Party,
and
Joseph I. Jacob and Lucille Jacob,
Second Parties,
to
Willis Packer and Lois Packer,
Third Parties

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of November, 1957, by and between J & H Livestock COMPANY, a Nevada Corporation in dissolution, first party, and JOSEPH I. JACOB and LUCILLE JACOB, his wife, of Salt Lake City, Utah, second parties, and WILLIS PACKER and LOIS PACKER, his wife, of the County of Elko, State of Nevada, third parties,

W I T N E S S E T H:

WHEREAS the first party was dissolved pursuant to Statute on May 15, 1956, but is by law continued in existence for the purposes of dissolution through liquidation, and all the terms of this agreement to be performed by any parties hereto are consistent with said dissolution, and

WHEREAS the first party executed a Contract of Purchase and Sale with third parties on May 24, 1955, whereunder certain real property situate in the Counties of Elko, Eureka and Lander, State of Nevada, was to be conveyed to third parties, and during the life thereof the first party, consistent with an Agreement of Dissolution, conveyed all of the property described in said Contract to JOSEPH I. JACOB under date of April 20, 1956, and as of date hereof the first party and second parties have delivered their respective Deed to third parties, all pursuant to their respective agreements, and

WHEREAS, pursuant to said agreement dated May 24, 1955, an undivided 50 % interest of the oil and mineral rights owned by first party in said lands were to reserved to the first party, and the remaining undivided 50% interest therein were to be conveyed to the third parties, and

WHEREAS first party by Deed dated April 20, 1956, conveyed to said JOSEPH I. JACOB all of the lands described in the above referred to Contract between first party and third parties, dated May 24, 1955, and

WHEREAS said conveyance dated April 20, 1956 contained the following

"That one-half of the oil and mineral rights owned by the said Party of the First Part in the above-described lands are hereby reserved unto the Party of the Second Part". (Party of the First Part being J&H Livestock Company, and Party of the Second Part being JOSEPH I. JACOB,)

AND: WHEREAS said covenant has left the status of the mineral rights doubtful and in confusion, and it is the intention of all the parties hereto to define, clarify and confirm the oil and mineral interest in the respective parties,

NOW THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) by each of the parties to the other in hand paid, and in consideration of the mutual covenants on the part of each of the parties to the other to be performed, it is hereby agreed by and between said parties as follows:

1. That the oil and mineral interests the subject of this agreement are in the following described real property situate in the Counties of Elko, Eureka, and Lander, State of Nevada:

T. 35 N., R. 48 E., M.D.B. & M.

Section 3: All
Section 5: All

T. 35 N., R. 48 E., M.D.B. & M.

Section 7: All
 9: All
 11: All
 15: All
 17: All

T. 35 N., R. 49 E., M.D.B. & M.

Section 8: NE $\frac{1}{4}$; SW $\frac{1}{4}$
 18: NE $\frac{1}{4}$

T. 36 N., R. 48 E., M.D.B. & M.

Section 13: S $\frac{1}{2}$
 15: S $\frac{1}{2}$
 17: S $\frac{1}{2}$
 19: All
 21: All
 23: All
 25: N $\frac{1}{2}$; SW $\frac{1}{4}$
 27: All
 29: All
 31: All
 33: All
 35: N $\frac{1}{2}$; SW $\frac{1}{4}$

T. 36 N., R. 49 E., M.D.B. & M.

Section 21: W $\frac{1}{2}$
 22: SW $\frac{1}{4}$
 28: NE $\frac{1}{4}$
 29: W $\frac{1}{2}$
 31: W $\frac{1}{2}$ of NE $\frac{1}{4}$; Lots 1, 6, 7 and 8; W $\frac{1}{2}$ of SE $\frac{1}{4}$; SW $\frac{1}{4}$

T. 37 N., R. 49 E., M.D.B. & M.

Section 1: Lots 1, 2, 3 and 4
 2: Lots 1, 2 and 3
 3: SE $\frac{1}{4}$ of SE $\frac{1}{4}$
 10: W $\frac{1}{2}$ of NE $\frac{1}{4}$; N $\frac{1}{2}$ of SE $\frac{1}{4}$
 11: N $\frac{1}{2}$ of N $\frac{1}{2}$
 12: NW $\frac{1}{4}$ of NW $\frac{1}{4}$

T. 37 N., R. 50 E., M.D.B. & M.

Section 3: Lots 2 and 4; SW $\frac{1}{4}$ of NE $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$; N $\frac{1}{2}$ of SW $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$
 4: All
 5: Lots 1, 2, 3 and 4.
 6: Lots 1, 3 and 4
 9: NW $\frac{1}{4}$

T. 37 N., R. 51 E., M.D.B. & M.

Section 4: Lot 2
 5: Lots 3 and 4; S $\frac{1}{2}$ of SW $\frac{1}{4}$
 6: Lots 1 and 2; Lot 5; SW $\frac{1}{4}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$; SE $\frac{1}{4}$
 8: NW $\frac{1}{4}$ of NW $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$

T. 38 N., R. 50 E., M.D.B. & M.

Section 27: Lots 2, 3 and 4; W $\frac{1}{2}$ of SE $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$
 28: E $\frac{1}{2}$ of SE $\frac{1}{4}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$
 31: S $\frac{1}{2}$ of S $\frac{1}{2}$
 32: S $\frac{1}{2}$ of S $\frac{1}{2}$
 33: All
 34: All

T. 38 N., R. 51 E., M.D.B. & M.

Section 30: NW $\frac{1}{4}$ of SE $\frac{1}{4}$; S $\frac{1}{2}$ of SE $\frac{1}{4}$
 31: Lots 1, 2, 3 and 4; E $\frac{1}{2}$ of NW $\frac{1}{4}$; NE $\frac{1}{4}$ of SW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of NE $\frac{1}{4}$
 32: W $\frac{1}{2}$ of NW $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$; N $\frac{1}{2}$ of S $\frac{1}{2}$; SE $\frac{1}{4}$ of SW $\frac{1}{4}$; SE $\frac{1}{4}$ of SE $\frac{1}{4}$
 33: NW $\frac{1}{4}$ of SW $\frac{1}{4}$; S $\frac{1}{2}$ of S $\frac{1}{2}$
 1: SE $\frac{1}{4}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$

T. 38 N., R. 49 E., M.D.B. & M.

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

2. That it is the intention of all of the parties hereto, and they do hereby agree that the second parties shall be, and hereby are, vested with an undivided 50% interest in and to all of the oil and mineral rights in the above-described lands, and that the remaining undivided 50% interest in and to all of said oil and mineral rights be, and the same hereby are, vested in the third parties, and said respective interests are granted, bargained, sold and conveyed unto the second parties and the third parties.

3. That it is the intention of the parties, and they do hereby agree, that no oil or mineral rights of any name or nature are, as of the date of this contract, vested in the first party.

That the parties acknowledge that they have entered this agreement with full knowledge of the existence of, and the covenants contained in, the following described Deed:

A. Deed dated the 24th day of May, 1955, from J&H LIVESTOCK COMPANY, grantor, to WILLIS PACKER and LOIS PACKER, his wife, grantees, to the above described land, which was recorded in Book 73 Deeds, page 71, on November 22, 1957, Elko County Recorder's Office, Elko, Nevada.

B. Deed from J&H LIVESTOCK COMPANY, grantor, to JOSEPH I. JACOB, dated April 20, 1956, and recorded in Book 72 Deeds, page 69 on May 29, 1957, Elko County Recorder's Office, Elko, Nevada.

C. Deed from JOSEPH I. JACOB and LUCILLE JACOB, his wife, grantors, to WILLIS PACKER and LOIS PACKER, his wife, grantees, dated the 15th day of November, 1957, which was recorded in Book 73 Deeds, page 68, on November 22, 1957, Elko County Recorder's Office, Elko, Nevada.

This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this 22nd day of November, 1957.

(SEAL)

ATTEST:

Joseph I. Jacob
Secretary

J&H LIVESTOCK COMPANY

By: Perry Holley
President
First Party

Joseph I. Jacob
JOSEPH I. JACOB

Lucille Jacob
LUCILLE JACOB Second Parties

Willis Packer
WILLIS PACKER

Lois Packer
LOIS PACKER THIRD PARTIES

STATE OF NEVADA,)
: SS
COUNTY OF ELKO)

On this 22nd day of November, 1957, personally appeared before me, a Notary Public in and for said County and State, WILLIS PACKER and LOIS PACKER, his wife, known to me to be the persons described in and who executed the foregoing instrument, and 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 last above written.

(Notarial Seal)

My Commission Expires: June 13, 1961

Elizabeth A. Hachquet
NOTARY PUBLIC

Recorded at the request of Orville R. Willson, Dec. 26, A.D. 1957 At 0 minutes past 11 A.M.

Marian Herrera - Recorder.