

WARRANTY DEED

RPTT PAID \$42.35

FOR THE CONSIDERATION of TEN DOLLARS (\$10.00), and other valuable consideration, the receipt of which is acknowledged, JOHN W. MARVEL and WILBURTA S. MARVEL, his wife, of Battle Mountain, Nevada, herein referred to as Grantors, do hereby grant, bargain and sell to N L BAROID DIVISION of N L INDUSTRIES, INC., a corporation organized and existing under the laws of the State of New Jersey, the address of which is P. O. Box 1675, Houston, Texas 77001, herein referred to as Grantee, and to its successors and assigns, the property and premises located in the County of Eureka, State of Nevada, described as follows, to wit:

A tract of land within the SW $\frac{1}{4}$  of Section 23 and N $\frac{1}{2}$  of Section 26, Township 33 North, Range 48 East, MDM, Eureka County, Nevada, as depicted on that Record of Survey Map on file in the Office of Eureka County Recorder, File No. 66359, Official Records, and more particularly described as follows:

Beginning at a point on the northwesterly right-of-way line of former U.S. Highway 40, from which the SE corner of said Section 26 bears South 15° 55' 20" East 3924.18 feet as Corner #1,

thence along said right-of-way line South 67° 58' 49" West 33.54 feet to Corner #2, also being the most easterly corner of that parcel of land described in Eureka County Deeds, Book 23, page 176,

thence continuing along the boundary of said parcel North 78° 59' 00" West 695.42 feet to Corner #3,

thence continuing along said parcel North 58° 01' 30" West 223.70 feet to Corner #4,

thence continuing along said parcel North 65° 39' 30" West 96.30 feet to Corner #5,

thence continuing along said parcel South 83° 36' 30" West 234.00 feet to Corner #6,

thence continuing along said parcel North 78° 59' 00" West 346.85 feet to Corner #7,

thence continuing along said parcel South 11° 01' 00" West 102.20 feet to Corner #8, also being a point on the northerly 150 foot right-of-way line of the Western Pacific Railroad,

thence along said right-of-way line North 78° 59' 00" West 1537.06 feet to Corner #9,

thence departing said right-of-way North 11° 01' 00" East 1212.27 feet to Corner #10,

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GOICOECHEA AND DIGRAZIA  
ATTORNEYS AT LAW  
BLOHM BUILDING, SUITE 200  
FIFTH & IDAHO STREETS - P. O. BOX 1356  
ELKO, NEVADA 89801  
(702) 738-8091

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thence South 78° 59' 00" East 1779.99 feet to  
Corner #11,

thence South 11° 01' 00" West 372.64 feet to  
Corner #12,

thence South 78° 59' 00" East 704.06 feet to  
Corner #13,

thence South 7° 27' 24" East 595.73 feet to  
Corner #14,

thence South 56° 57' 24" East 496.78 feet to  
Corner #1, the Point of Beginning.

SUBJECT TO THOSE certain Reservations and  
Exceptions contained in deed from the Central  
Pacific Railroad Company, recorded in Book 14,  
Page 76, Deed Records, Eureka County, Nevada.

SUBJECT TO THAT certain Easement, location not  
disclosed, for communication lines, both above  
and below ground, and incidental purposes, as  
granted to Bell Telephone Company of Nevada, by  
Easement recorded April 3, 1942 in Book 22,  
Page 284, of Deeds, Eureka County, Nevada.

SUBJECT TO THAT certain Easement for power line  
and incidental purposes as granted to Sierra  
Pacific Power Company by Deed dated January 18,  
1963, recorded February 11, 1963 in Book H, Page  
315, Miscellaneous Records, Eureka County,  
Nevada.

SUBJECT TO THAT certain Right of Way Easement  
for above and below ground communication lines  
and incidental purposes, as granted to Bell  
Telephone Company of Nevada, by Easement  
recorded June 9, 1964 in Book 4, Page 192,  
Official Records, Eureka County, Nevada.

SUBJECT TO the following Covenant which shall apply  
to and run with the conveyed land:

Grantee herein covenants and agrees to and shall,  
at its sole cost and expense, construct and maintain  
a fence surrounding the above-described property.  
Said fence shall be constructed and maintained in  
accordance with generally accepted local practice and  
N.R.S. 569.450 for the intended purpose of livestock  
use on the Grantors' remaining adjacent property.

SUBJECT TO those certain Provisions contained in  
that certain Contract of Purchase and Sale dated  
December 21, 1978, wherein Grantors herein are  
the Seller and Grantee herein is the Buyer, which  
Contract is attached hereto as EXHIBIT "A".

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GOICOCHEA AND DIGRAZIA  
ATTORNEYS AT LAW  
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ELKO, NEVADA 89601  
(702) 738-8091

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EXCEPTING THERETO AND RESERVING THEREFROM unto Seller one-half of all right, title and interest in and to the coal, oil, gas, minerals and geothermal resources of every kind and nature in, on or under the above-described land or any portion thereof; but not including minerals from Buyer's normal mining and milling operations which minerals come originally from outside the conveyed premises.

RESERVING THEREFROM unto Seller a right-of-way easement for livestock ingress and egress and incidental purposes to and from Seller's adjacent land which surrounds Buyer's mining and milling operation.

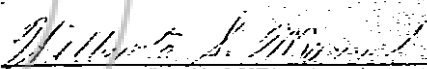
TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And Grantors, for themselves and their heirs, hereby covenant with Grantee, its successors and assigns, that Grantors are lawfully seised in fee simple of the above-described premises; that they have a good right to convey; that the premises are free from all encumbrances except as set forth herein above; that Grantors and their heirs, and all persons acquiring any interest in the property granted, through or for Grantors, will, on demand of Grantee, or its successors or assigns, and at the expense of Grantee, its successors or assigns, execute any instrument necessary for the further assurance of the title to the premises that may be reasonably required; and that Grantors and their heirs will forever warrant and defend all of the property so granted to Grantee, its successors and assigns, against every person lawfully claiming the same or any part thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the Grantee and its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors have signed this Deed the 17<sup>th</sup> day of December, 1978.

  
\_\_\_\_\_  
JOHN W. MARVEL

  
\_\_\_\_\_  
WILBURTA S. MARVEL

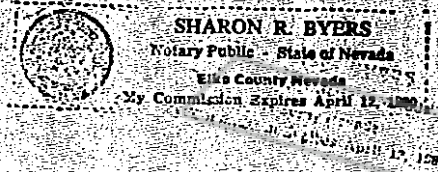
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GOICOECHEA AND DIGRAZIA  
ATTORNEYS AT LAW  
BLOHM BUILDING, SUITE 200  
FIFTH & IDAHO STREETS - P. O. BOX 1358  
ELKO, NEVADA 89801  
(702) 738-8091

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF ELKO     )

On December 27, 1978, personally appeared before me,  
a Notary Public, JOHN W. MARVEL and WILBURTA S. MARVEL, who  
acknowledged that they executed the above instrument.

  
NOTARY PUBLIC



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GOICOECHEA AND DIGRAZIA  
ATTORNEYS AT LAW  
BLOHM BUILDING, SUITE 200  
FIFTH & IDAHO STREETS - P. O. BOX 1358  
ELKO, NEVADA 89801  
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EXHIBIT "A"

CONTRACT OF PURCHASE AND SALE

This Contract, made and entered into the 21st day of December, 1978, by and between JOHN W. MARVEL and WILBURTA S. MARVEL, his wife, of Battle Mountain, Nevada, parties of the first part, hereinafter referred to as "Seller", and N L BAROID DIVISION of N L INDUSTRIES, INC., a New Jersey corporation, party of the second part, hereinafter referred to as "Buyer",

W I T N E S S E T H:

1. That for and in consideration of the sum of TEN DOLLARS (\$10.00) by the Buyer to the Seller in hand paid, receipt of which is hereby acknowledged and other good and valuable consideration, including the covenants and agreements herein made, the Seller does hereby agree to sell to the Buyer, and the Buyer agrees to buy from the Seller, all that certain real property situate in the County of Eureka, State of Nevada more particularly described as follows, to wit:

A tract of land within the SW $\frac{1}{4}$  of Section 23 and N $\frac{1}{2}$  of Section 26, Township 33 North, Range 48 East, MDM, Eureka County, Nevada, as depicted on that Record of Survey Map on file in the Office of Eureka County Recorder, File No. 66359, Official Records, and more particularly described as follows:

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thence along said right-of-way line South 67° 58' 49" West 33.54 feet to Corner #2, also being the most easterly corner of that parcel of land described in Eureka County Deeds, Book 23, page 176,

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ELKO, NEVADA 89801  
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thence continuing along said parcel North 65° 39' 30" West 96.30 feet to Corner #5,

thence continuing along said parcel South 83° 36' 30" West 234.00 feet to Corner #6,

thence continuing along said parcel North 78° 59' 00" West 346.85 feet to Corner #7,

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SUBJECT TO THAT certain Easement, location not disclosed, for communication lines, both above and below ground, and incidental purposes, as granted to Bell Telephone Company of Nevada, by Easement recorded April 3, 1942 in Book 22, Page 284, of Deeds, Eureka County, Nevada.

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SUBJECT TO THAT certain Right of Way Easement for above and below ground communication lines and incidental purposes, as granted to Bell Telephone Company of Nevada, by Easement recorded June 9, 1964 in Book 4, Page 192, Official Records, Eureka County, Nevada.

EXCEPTING THERETO AND RESERVING THEREFROM unto Seller one-half of all right, title and interest in and to the coal, oil, gas, minerals and geothermal resources of every kind and nature in, on or under the above-described land or any portion thereof; but not including minerals from Buyer's normal mining and milling operations which minerals come originally from outside the conveyed premises.

RESERVING THEREFROM unto Seller a right-of-way easement for livestock ingress and egress and incidental purposes to and from Seller's adjacent land which surrounds Buyer's mining and milling operation.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

2. The Buyer shall pay to the Seller in full for the purchase price of the foregoing described real property the sum of THIRTY-EIGHT THOUSAND, THREE HUNDRED AND TWENTY-EIGHT DOLLARS (\$38,328.00), payable by the Buyer to the Seller in lawful money of the United States of America, in full, at closing. The closing date is to be on or before December 12, 1978, through the offices of GOICOECHEA & DI GRAZIA.

3. The Seller shall convey and the Buyer shall accept title to the real property insurable by Frontier Title Company without exception, reservations, liens or encumbrances, save and except:

- a. Those set out in the current form of title policy issued by said title company;
- b. Taxes which are a lien but are not yet due and payable.

4. The Seller shall execute a good and sufficient Warranty Deed conveying insurable record title to the above-described real property, and deliver the same to the Buyer on the closing date, coincidentally with the receipt from the Buyer of the full sum payable on that date.

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GOICOECHEA AND DIGRAZIA  
ATTORNEYS AT LAW  
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(702) 738-8091

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5. The Seller shall provide the Buyer with a title insurance policy.

6. All state, county and school district taxes shall be prorated as of the closing date, the Seller reimbursing the Buyer for accrued taxes, not yet paid or payable.

7. It is understood by and between the parties hereto that there have been no brokers or real estate salesmen involved in this transaction and therefore no fees will be payable in that regard.

8. It is agreed by and between the parties that the costs and expenses of this sale shall be paid as follows:

a. The Seller shall pay:

- (1) title insurance policy premium;
- (2) real estate transfer tax.

b. The Buyer shall pay:

- (1) the attorney fees for the preparation of Contract of Sale and Deed;
- (2) recording fees for the Deed.

9. Buyer covenants and agrees to and shall, at its sole cost and expense, construct and maintain a fence surrounding the above-described property. Said fence shall be constructed and maintained in accordance with generally accepted local practice and N.R.S. 569.450 for the intended purpose of livestock use on the Seller's remaining adjacent property.

10. Buyer covenants and agrees that, in the conduct of its operations upon said conveyed premises, and particularly in the construction and maintenance of its dams/dikes, it shall comply with all existing federal, state and county laws, regulations and ordinances, as applicable.

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GOICOCHEA AND DIGRAZIA  
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11. Buyer covenants and agrees that it will indemnify and save Seller harmless from and against all claims for damages, including costs and reasonable attorney fees, to either persons or real or personal property, and particularly, but not by way of limitation, against any claims for damages resulting from a leak or break in the dams/dikes constructed and maintained by Buyer on said conveyed premises, which may be asserted by third parties, arising from or growing out of Buyer's occupancy of or operations on said conveyed premises.

12. ~~Buyer covenants and agrees to completely reimburse Seller for all reasonable attorney fees, including reasonable attorney fees incurred by Seller for loss of damage to the person or real and personal property which damage is proximately caused by Buyer's occupancy or operations on the conveyed premises.~~

12. Buyer covenants and agrees that Buyer will, at its sole cost, keep the intersection of the roadway used by Buyer along the highway, in transporting its ore to the loading or processing area, and the roadway running between the ranch buildings of Seller and the highway, improved and at the grade elevation of the last mentioned roadway at all times.

13. Buyer covenants and agrees to keep the roadway adjacent to Seller's ranch buildings, used by Buyer in transporting its ore, sprinkled and watered on a consistent and regular basis to minimize the raising of dust by Buyer's use of said roadway; and also, that in its processing of ore and in the treatment thereof on and adjacent to the conveyed premises, it will use all reasonable processes, including compliance with federal, state and local government standards, to prevent dust from settling over adjacent lands of Seller.

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ELKO, NEVADA 89601  
(702) 736-8091

14. Buyer covenants and agrees to pay any and all penalties or additional assessments of taxes which may be incurred by this sale arising from the operation of the Nevada Green Belt Law, N.R.S. Chapter 361A.

15. The Buyer acknowledges that the property has been inspected, that the same is being sold in its present condition and state of repair, and without representations, statements or warranties, expressed or implied, as to the condition thereof.

16. The word "Seller" and the word "Buyer" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators and assigns.


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

  
JOHN W. MARVEL


  
WILBURTA S. MARVEL

"Seller"

ATTEST:

  
R. J. Hurley  
Senior Group Counsel

N L BAROID DIVISION,  
N L. INDUSTRIES, INC.

By:   
G. G. Allen, Vice President

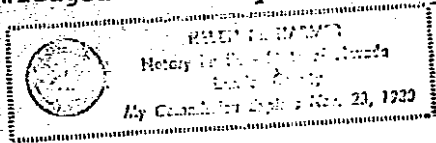


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GOICOCHEA AND DIGRAZIA  
ATTORNEYS AT LAW  
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FIFTH & IDAHO STREETS - P. O. BOX 1338  
ELKO, NEVADA 89801  
(702) 738-8091

STATE OF Nevada )  
COUNTY OF Lander ) SS.

On December 21, 1978, personally appeared before me, a Notary Public, JOHN W. MARVEL and WILBURTA S. MARVEL, who acknowledged that they executed the above instrument.



John W. Marvel  
NOTARY PUBLIC

THE STATE OF TEXAS )  
COUNTY OF HARRIS ) SS.

On November 30, 1978, personally appeared before me, a Notary Public, G. G. ALLEN, Vice President of N L Industries, Inc., who acknowledged that he executed the above instrument in the name of and on behalf of said corporation.



Judith S. Smith  
NOTARY PUBLIC  
JUDITH S. SMITH  
Notary Public in and for Harris County, Texas  
My Commission Expires 11-21-79

67473

RECORDED AT THE REQUEST OF Terral G. Young  
on December 28, 1978, at 45 mins. past 10 A.M.  
Book 68 of OFFICIAL RECORDS, page 244-254, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 67473 Fee \$ 13.00

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GOICOECHEA AND DIGRAZIA  
ATTORNEYS AT LAW  
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