Eureka

2,401.32 acres, whether it actually comprises more or less.

## 77232 **OIL AND GAS LEASE**

THIS AGREEMENT made this_ TWE	entyfourth <sub>evol</sub> June	•			1,80
1	loyd C. Slagowski and Charlene S.	Slagowski;	Husband	and Wife	
	Pine Valley Route, Carlin, Nevada	89822		· · · · · ·	- 11 at 12 a
		<del>-</del>		12 1 12 1 1	alia Basaria A
Lessor (whether one or more), and	Amoco Production Company			7	
Lessee, WITNESSETH:	Ten dollars and no/100				
1. Lessor in consideration of 10.00 exclusively unto Lessee for the purp tanks, power stations, telephone line	I, in hand paid, of the royalties herein provided, ose of investigating, exploring, prospecting, drilling and mining f is and other structures thereon to produce, save, take care of, tres	or and producing oil -	ed are and the	constituents the	real levies ains lines building

## Township 28 North, Range 52 East M.D.M.

Section 8: Wh. Sh SEh Section 16: Wy, SW4 SE4 - Section 17: Et. NW1, NE1 SW1 Section 20: NE's NE's Section 21: NW1, SE' NE', W' NE', N' SE', Section 22: NY SWY, SEY Section 23: Lot 6 (40.74), 7(40.46), 8(40.59), N' SW', SE' SW', W's SE's Section 24: Lot 7(40.41), 8(39.12), N's SW's

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed by Lessor which are edjecent, contiguous to or form a part of the lands above particularly described, including all oil, gas, and their constituents underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain...

- 2. Subject to the other provisions herein contained, this lease shall be for a term of XX years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land hereunder, or drilling or reworking operations are conducted thereon.
- 3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty of lin his possession, paying the market price therefor prevailing for the field where produced or other products therefrom, the market value at the well of one-eighth of the gas as sold or used, provided that on gas sold or used of the premises or in the manufacture of gasoline from such sale; Lessee shall have free use of oil, gas, and water from said land, except water flocksor's wells, springs, or reservoirs, for all operations hereunder, and the royalty and the royalty and the royalty and the royalty on oil and gas shall be computed after deducting any so used. If a well capable of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one year from the date such well is shut in, an amount equal to the cental, and, if such payment or tender is made, this lease shall continue in effect for a further period of one year, in hike manner and upon like payments or tenders annually made on or before each anniversary of shut-in date of such well this lease shall continue in effect for a successive periods of twelve [12] months each.
- 4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in \_\_\_\_First\_National Bank of Nevada Fiko. Nevaria (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either
- by conveyance or by the death or incapacity of Lesson the sum of 100 Million and 100 Million a
- It leases that, on or before any rental date, make a bone fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lesser's records or to a Lessor who, good to such attempted payment or deposit, has given, Lessee notice, in eccordance with the terms of this lease hereinster set forth, of his right to receive rental, and if such payment or deposit shall return the parties are entitled thereto as shown by Lessees's records, in an incorrect amount of the state of the sta
- 5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking a well are not pursued on said land on or the first tental paying date next succeeding the cessation of production or drilling or reworking on said then this lease shall terminate unless Lease, on or before said date, shell resome the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been on interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil or gas to said land Leasees should drill a dry hole thereon, or if after discovery of oil or gas to said land tesses should drill a dry hole thereon, or if after discovery of oil or gas to said land tesses to conducting operations are converted by the state of the primary term the production thereof should cease during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are converting an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations are converting operations are converted to the primary term than the primary term. It is the sease nevertheless shall continue in force during or reworking operations are converted to the primary term than the primary term. It is the sease nevertheless shall continue in force of the primary term. It is the primary term in the primary term. It is the primary term than the primary term. It is the primary term than the primary term. It is the primary term than the primary term. It is the primary term than the primary term. It is the primary term than the primary term. It is the primary term than the primary t
- 6. Leaser, at its option, is breaby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other tand, lease or leasers when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooting to be into a well unit or units not exceeding (only (40) acres, plus an acreage solerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (540) acres, plus an acreage tolerance of ten per cent (10%) of its hundred and forty (540) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (540) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (540) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (540) acres, plus an acreage tolerance of ten per cent (10%) of the said in the said acreage tolerance of ten per cent (10%) of the said in the said acreage tolerance of ten per cent (10%) of the said in the said acreage tolerance of the said in the said into runts into the units into which the lease hereunder to pool this lease or portions the said or better than the said in the said in the said into acreage tolerance of the said in the
- 7. Lesses shall have the right at any time without Lesso's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lesses shall have the right at any time during or after the expiration of this hase to remove all property and fixtures placed by Lesses an said fand, including the right to draw and remove all casing. When required by Lessor, Lesses will bury at pipe lines below ordinary plow depth, and no well shall be drilled within two funding (200) feet of any residence or barn now on said land without Lessor's consent. The Lesses agrees to promptly pay to the owner thereof any damages to growing crops caused by or resulting from any operations of Lesses.
- 8. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and essigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however excomplished, shall operate to enlarge the obligations or diminish the rights of classes. No change in the ownership of the land, or any instress therein, shall be binding on tessee until Lessee shall be formished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated option of said land, the rentals payable hereunder shall be apportionable among the several lessehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other heasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, tessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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9. All express or implied covenants of this lease shall be subject to all Federal State and County Laws. Executive Orders, Rules or Regulations, and this lease shall not be terminared, in whole or in part, nor Lease hald liable in damage. For failure to comply herewith, if compliance is prevented by, or if such failure is the result of, any such Law. Order, Rules or Regulation, or if prevented by an act of God, of the public enterny, labor disputes, inshifty to obtain material, failure of transportation, or other cause beyond the control of Lease.

If, during the term of this lease, oil or gas is discovered upon the leased premises, but for transportation, or other cause beyond the control of Lease.

If, during the term of this lease, oil or gas is discovered upon the leased premises, but for producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producting and shall continue in full force and effect until Lessee is permitted to produce the oil or gas, and as long thereafter as such production contenues in paying quantiles or drilling or remorking operations are continued as elsewhere herein provided.

10. Lessor hereby warrants and agrees to defend the title of said land and agrees that Lessee at its option may discharge any tax, mortgage or other fen upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such less with the night to enforce same and apply recitals and royallies accruing harmonic meant estudying same Willhold in the said land less than the aution fee simple estudy him the equilibrium of the control of the said and less than the aution fee simple estudy him the equilibrium of the control of the said and less than the aution fee simple estudy him the equilibrium of the control of the said and less than the aution fee simple estudy him the equilibrium of the listee less and control of the listee. Estee power.

12. In the event that Lessor, during the primary term of this lease, receives a bona lifte of left which Lessor is willing to accept from any party offering to purchase from lessor a lease bothering any or all of the substances covered by this lease, and covering all or a portion or the land described herein, with the lease becoming effective upon expiration of this lease, Lessor is never the lease of the period of listen days after the recept of the notice, which leave the name and address of the offers, the price offered and all other pertinent terms and conditions of the offers, the second of the notice, which insert the prior and preference right and only to purchase the lease or year thereof or interest therein, covered by the infer and the price and according to the terms and conditions specified in the offers. All offers made up to and including the last day of the primary terms of this lease shall be subject to the since and according to the terms and conditions specified in the offers. All offers made up to and including the last day of the primary terms of this lease shall be subject to the since and according to the terms and conditions to the offers. The primary terms of the second of the primary terms of the primary terms of the second of the primary terms of the primary

All or the provisions of this lease shall finure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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Tax I.D. Number  Tax I.		Kottarline 18 Slagousto
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STATE OF NEVADA.  County of FL KO  On this day of August AD. 19 80 personally appeared before me, a Notary Public, FL oud C. Stegrous hand and CL a vione. Stegrous husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the above instrument.  Witness my hand and notariel seal the day and year hereinabove written.  Witness my hand and notariel seal the day and year hereinabove written.  Notary Febrer State of New Notary Public for the State of Erb C entry, Noveds Residing at  STATE OF NEVADA.  STA	M. C citates mains	
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known to me as President of and who acknowledged that executed the above instrument freely		A.D., 19, personally appeared before me, a Notary Public,
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My commission expires.

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Attached to and made part of Oil and Gas Lease dated June 24, 1980, by and between Floyd C. Slagowski and Charlene S. Slagowski, husband and wife, Pine Valley Route, Carlin, Nevada 89822 and Amoco Production Company.

- A-l: This lease is expressly limited to oil and gas and hydrocarbon substances recoverable in solution with oil or gas and recoverable only through a well bore. This lease expressly does not include coal, shale, lignite, minerals, geothermal steam, hot water, hot brines, thermal energy, gases (except oil, gas and said hydrocarbon substances) or minerals in solution in water or steam or recoverable in connection therewith through a well bore, and Lessor expressly reserves the right to sell, lease, mine, drill or otherwise transfer, dispose of, recover and market all minerals, coal, shale, lignite, geothermal steam, hot water, hot brines, thermal energy, gases (other than oil, gas and hydrocarbon substances included in this lease) and minerals or solutions. These rights and estates reserved shall include the use of the surface as necessary to investigate, explore for, locate, mine, drill for, extract, produce, remove, market, process or produce on the land and sell the substances herein reserved.
- A-2: The parties hereby agree that the rights reserved by the Lessor in paragraph A-1 will not interfere with any operations while a well is being drilled, or with any producing wells or associated facilities on the lease which are necessary to maintain prudent operations.
- A-3: In the event Lessee enters upon the lands of Lessor and drills a well which is not productive and which well is plugged and abandoned by Lessee, Lessee shall restore the lands occupied by it and the forage that was on the lands as nearly as is reasonably possible to their condition prior to entry by Lessee. In addition, Lessee shall pay Lessor fair market value of any crop damaged or destroyed by Lessee.
- A-4: Notwithstanding any provision of the printed lease to the contrary, the location of all drill sites, structures, buildings, camps, equipment, fences, facilities, transmission lines, power lines, pipe lines, utility lines, ditches, drains, culverts, gates, ponds, roads, poles, pipes and other improvements used, constructed or placed on the leased premises shall be approved by Lessor prior to commencing such construction, placement or use. Lessor agrees not to unreasonably withhold such approval.
- A-5: Upon termnation of this lease in any manner, or if a well is abandoned, the Lessee agrees: to re-level the surface of the land involved; to fill all abandoned sump holes and excavations made by Lessee; to remove derricks, tanks, tank supports and other structures and property of the Lessee thereon; to remove all cement blocks; foundations and footings which have been placed on the leased premises and any and all other supports placed by Lessee, or permitted by Lessee to be placed on said leased premises; to replant

any lands disturbed by Lessee to the forage or crops which were growing thereon before Lessee's use; to repair and restore all ditches, fences and other improvements on the lands in any way distrubed by Lessee.

A-6: Lessee agrees to indemnify and hold harmless Lessors from and against any and all claims, suits, damages, costs, losses, liability and expenses arising or growing out of injuries to or death of persons or loss of or damage to property or loss or pollution of water or water zones in any manner directly or indirectly resulting from or caused by operations under this lease on the leased premises, or adjacent thereto, or the existence of wells, structures, facilities, pipe lines, utility lines, power lines, transmission lines, hot water, steam, gas derricks, tanks or appurtenances thereof, or other items used or placed on the lands by Lessee or resulting from Lessee's use, occupancy of or activities on the lands.

A-7: Notwithstanding any other provision contained in this lease to the contrary, Lessor does not warrant, either express or implied, the rights, title, estate or possessory interest granted to Lessee under this lease. It is understood that the rights and privileges granted to Lessee hereunder are subject to the extent of Lessor's ownership and any and all existing mortgages, deeds of trust, liens, rights of way, easements, oil, gas, mineral and other reservations contained in patents, deeds or other instruments and all other documents of record in the Elko County Recorder's Office, Elko, Nevada, as of the date of this lease, and all matters set out in Exhibit A attached hereto.

A-8: If any lien, encumbrance or security interest is filed against any of the real or personal property of the Lessor, caused or incurred by the Lessee, Lessee shall, within thirty (30) days after such filing, remove the same from the Lessor's property. The Lessee shall give the Lessor seven (7) days advance written notice of all construction, repairs, (other than repairs of an emergency nature), drilling and other activities Lessee intends to do or cause to be done which could result in a mechanic's or materialmen's lien being filed against the Lesso's property so that Lessor can timely file a written Notice of Non-Responsibility pursuant to N.R.S. 108.234.

A-9: At the expiration or any other termination of this lease, Lessee shall peaceably deliver possession of the premises to the Lessor and reconvey all leased poperty to the Lessor by properly executed quitclaim deed in form suitable for recording in the Elko County Recorder's Office.

Λ-10: The Lessee shall keep the Lessor's property free and clear of all rubbish, garbage, litter and abandoned items of property brought to or placed upon the Lessor's property by the Lessee or any of Lessee's agents, employees, contractors, sub-contractors or assigns.

A-11: Any storage on the Lesssor's property of venicles, materials and other property of the Lessee shall be done only upon such locations as are approved in advance by Lessor. Lessor shall not unreasonably withhold such approval.

A-12: Lessee shall promptly repair all damage to fences, gates and cattle guards on the leased premises and in the grazing areas utilized by the Lessor arising

out of use of the leased premises under this lease or the actions or activities of the Lessee on the leased premises.

A-13: The parties understand and agree that the leased premises are used primarily by the Lessor for ranching and raising of livestock, which is more important to them than the activities of the Lessee under this lease. Accordingly, Lessor reserves the right to the use of the surface of all leased lands for all ranching and livestock producing purposes and expressly reserves and excepts from this lease all water rights of Lessors and waters being used by Lessors and all rights, privileges, preferences, licenses and permits to graze livestock upon the public lands and National Forests. Lessee agrees to conduct its operations upon the leased premises in such manner as to cause the least possible amount of interference with and damage to the ranching and livestock operations of the Lessor. It is agreed that if the acts, omissions, or operations of the Lessee, or any person or entity acting by, through or under it, result in the pollution of any of the domestic, irrigation or livestock waters used by the Lessor, or damage any areas of the Lessor's meadows or other farming or crop producing areas or other lands of the Lessor other than those Lessor has expressly given prior approval to the Lessor for use in drilling operations, or result in the loss, injury or death of more than percent of the Lessor's livestock in any one calendar year, the Lessor shall have the right to terminate this lease if the condition is not cured within thirty (30) days after notice is provided in Paragraph A-16.

A-14: The Lessee understands that water rights are of paramount interest to the Lessor. Accordingly, Lessee agrees that it shall not attempt to use, apply for or appropriate any waters or water rights which would conflict with the Lessor's water rights or in any way diminish their present water rights or reduce any ground water that may not or hereafter be available to them for development and appropriation for domestic, irrigation or stockwater use. Lessee agrees that it shall not in any way pollute any ground or surface waters useable or being used by the Lessor or any other persons using the same water sources. Lessee further agrees that no oil, gas, minerals, brine, fluid or surplus water which is not suitable for domestic, irrigation or stockwater purposes shall not be disposed of on Lessor's lands or grazing areas with Lessor's express prior written consent, nor shall such oil, gas, minerals, brine, fluid or surplus water be reinjected into a fresh water zone and if reinjected it shall be reinjected into the zone from which it came following which the Lessee shall cement off or otherwise seal off the zones to prevent their entry into ground or surface water sources which are useable for domestic, agricultural or stockwatering purposes. Lessee agrees that it shall not, without prior approval of the Lessor, interfere with or damage the Lessor's ditches, wells, or irrigation systems and irrigation methods.

A-15: Lessee agrees that it shall, if requested by the Lessor, fence off any of the Lessee's facilities, storage areas, drill sites, sumps, ditches, camps, housing areas, or other structures or developments on the leased lands with a livestock fence built to Bureau of Land Management standards in the area with such gates and cattle guards as Lessor shall specify. The Lessor shall designate the area which shall be no more than reasonably necessary to protect Lessor's livestock from the Lessee's activities and the fence lines shall be as designated by the Lessor.

Construction of these facilities shall be completed by Lessee within thirty (30) days after Lessor's request, subject to weather and availability of labor and materials.

A-16: Upon the violation by the Lessee of any of the terms, covenants or conditions of this lease, and the failure of Lessee to remedy the default within thirty (30) days after written notice from Lessor to Lessee specifying the default, then, at the option of the Lessor, this lease shall forthwith cease and terminate and all rights of the Lessee in and to said land shall be at an end as to all said lands, except that the Lessee shall have the right to retain and hold under this lease the area surrounding each well producing or being drilled and any such well contained therein and all the working interest production therefrom with respect to which it is not in default, subject to payment of all royalties, rentals and other sums herein provided. The waiver by Lessor of any breach of any covenant or condition hereof shall not be a waiver of any other or subsequent breach hereof, nor of any other covenant or condition hereof.

8.0° J39655 —	August 26 , 1980.	
Fi 8.0° /39655 —	Lessee:	
AT REQUEST OF	/ / /	
amoreo Production Co.	Amoco Production	Company
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My commission expires		
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RECORDED AT REQUEST OF Amoco Acoduchen Comp 800K 88 1446.305 80 0 CT 27 A10: 20 OFFIC AL RECORDS EUREKA COUNTY REVADA WILLIS A. DEPAOL FEE CORDER FILE NO. 77232 FEE 5 7.00