

NOTICE OF ASSIGNMENT OF REAL ESTATE SALES AGREEMENT

The undersigned, TED C. FROME and BETTY B. FROME, his wife, of Afton, Lincoln County, Wyoming, (mailing address: P. O. Box 968, Afton, Wyoming 83110), Seller under the terms of that certain Real Estate Sales Agreement dated January 31, 1975, by and between the undersigned as Seller, a married man dealing with his sole and separate property, and BURTON ANDERSON and BENNETT ANDERSON, of Half Circle Ranch, Crescent Valley, Nevada, as Buyers, does hereby give Notice of the Assignment of the right, title and interest of the undersigned in and to said Real Estate Sales Agreement, and in and to all real and personal property and property rights and interests covered thereby to EASTERN IDAHO PRODUCTION CREDIT ASSOCIATION, Idaho Falls, Idaho (mailing address: 455 "C" Street, Idaho Falls, Idaho) for the security of monies heretofore borrowed or to be borrowed or credit to be advanced to the undersigned by said lender, a true and correct copy of which said Real Estate Sales Agreement, consisting of 24 pages, is attached hereto marked Exhibit "A" and by this reference made a part hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 1982.

Ted C. Frome
TED C. FROME

Betty B. Frome
BETTY B. FROME

STATE OF WYOMING)
(ss.
County of Lincoln.)

On this 23rd day of January, 1982, before me, the undersigned, a Notary Public in and for said state, personally appeared TED C. FROME and BETTY B. FROME, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Laura J. Suter
Notary Public for State of Wyoming
Residing at Afton, Wyoming
My commission expires 1-3-83

(SEAL)

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REAL ESTATE SALES AGREEMENT

This agreement, made and entered into this 31st day of January, 1975, by and between Ted C. Frome, of P. O. Box 356, Afton, Lincoln County, Wyoming, hereinafter called the Seller, and Burton Anderson and Bennett Anderson, of Half Circle Ranch, Crescent Valley, Nevada, hereinafter called the Buyers,

WITNESSETH:

That for and in consideration of the payments made and to be made, and of the covenants made to be kept and performed, the seller agrees to sell to the buyers and the buyers agree to purchase from the seller the following described real and personal property, permits and leases, hereinafter called the "property", all located in the Counties of Lander and Eureka, Nevada, and more particularly described as follows, to-wit:

The real property described in Exhibit "A" attached hereto and made a part of this agreement; EXCEPTING AND RESERVING unto the seller, his heirs and assigns one-half ($\frac{1}{2}$) of all seller's oil, gas and mineral rights and reserving further unto seller, his heirs and assigns all of the brine, steam and geothermal rights of every kind and nature, subject to all easements, grants, reservations and rights of way of sight or record.

The personal property described in Exhibit "B" attached hereto and made a part of this agreement.

The permits and leases described in Exhibit "C" attached hereto and made a part of this agreement.

The sale is made upon the following terms and conditions, to-wit:

1. The total sales price of the property is the sum of Two Million Six Hundred Thousand Dollars (\$2,600,000.00), of which a down payment in the amount of Fifty Thousand Dollars (\$50,000.00) has been received by the seller and the seller hereby admits receipt of the same.

The buyers shall make a payment on the unpaid principal of Fifty Thousand Dollars (\$50,000.00) on April 1, 1975.

The buyers shall make a payment on the unpaid principal of Two Hundred Thousand Dollars (\$200,000.00) on August 1, 1975.

Beginning February 1, 1975, the unpaid principal balance of the contract shall bear interest at the rate charged by the Federal Land Bank of Spokane, Spokane, Washington. That rate is presently nine per cent (9%) per annum. The rate can go either up or down. The rate for each year will be the same as charged by said bank on March 1 of the calendar year immediately prior to the year that the interest is to be paid. In the event the parties to this agreement do not agree on the rate for any given year, then the rate will be determined by the escrow holder and that determination shall be binding upon the parties.

The buyers shall make a payment of One Hundred Twenty Thousand Dollars (\$120,000.00) interest on March 1, 1976, and March 1, 1977. The accruing unpaid interest up to March 1, 1977, shall be added to the unpaid principal balance of the contract on March 1, 1976, and on March 1, 1977, and bear interest at the contract rate and be considered a part of the principal balance thereafter.

On March 1, 1978, and March 1, 1979, the buyers shall pay all of the interest accruing on the unpaid principal balance.

Beginning March 1, 1980, and each March 1st thereafter for fifteen (15) years, the buyers shall pay all accrued interest plus a payment of Fifty Thousand Dollars (\$50,000.00) on the principal. On March 1, 1995, the entire unpaid principal balance shall be due and payable together with all unpaid interest.

The buyers may make any prepayments of principal at any time in any amount with no penalty for prepayment.

All of the payments of interest and principal are to be made to the Star Valley State Bank, at Afton, Wyoming. Said bank is hereby designated the escrow agent of the parties to collect and disburse the payments, and deliver deeds and bills of sale under the terms of this agreement and escrow instructions.

2. The buyers are entitled to possession of the described premises on February 1, 1975.

3. The sellers shall pay all taxes and assessments on the property to February 1, 1975, and for prior years; and the buyers covenant and agree to pay all taxes and assessments levied on the described property for the balance of 1975 and for all subsequent years, promptly at the time the same shall fall due. The sellers shall pay all taxes on any cattle or personal property owned by the sellers left on the premises after February 1, 1975.

4. Buyers shall keep the buildings that are erected on the premises insured against loss by fire in a total amount of Fifty Thousand Dollars (\$50,000.00) during the life of this contract in insurance companies approved by the sellers for the mutual benefit and protection of the parties hereto. The buyers may apportion the coverage over the buildings as they desire. The buyers shall pay the fire insurance premiums promptly at the time they become due. A copy of the policy or policies shall be placed with the escrow agent.

5. The sellers shall procure a policy of farm liability insurance covering the interests of all parties to this agreement in a sum of One Million Dollars (\$1,000,000.00). The premium shall be paid promptly by each party for their respective share as determined by the insurance carrier.

6. If the buyers fail to pay such taxes, charges, assessments, or premiums for insurance, or fail to pay any amount due upon or fail to perform any condition or covenant of any agreement in this sale

required of buyers, sellers shall have the right to procure the same, together with necessary costs and legal fees, and the amount so advanced and such repayment thereof shall be secured hereby and shall be repaid by buyers to sellers on demand, together with interest thereon at the rate of ten per cent (10%) per annum from the date advanced by sellers until repaid, and any payment so made by the sellers shall be prima facie evidence of the necessity therefor. If the Star Valley State Bank is notified in writing by the sellers of any such advances, it shall not deliver the deed or bill of sale to the buyers until repayment thereof with interest shall have been made. If sellers institute suit against buyers to enforce sellers' rights under this agreement and obtain a valid judgment against buyers, buyers agree to pay all costs, expenses and attorney fees of the sellers.

7. The warranty deed and bill of sale of the sellers conveying the property described in Exhibits "A" and "B" to buyers shall be delivered in escrow to the Star Valley State Bank at the time of the signing of this contract, and shall, as provided in the escrow instructions given to said bank, be delivered to buyers upon fulfillment of buyers' obligations to sellers under the terms of this agreement.

8. The buyers warrant and agree that they have, in person and through their authorized agents, made a full and complete inspection of the property described in Exhibits "A", "B", and "C" and of all of the improvements located thereon, including any furnishings and equipment associated therewith, and that they are purchasing said property solely upon said inspection and not upon any statements made by the sellers or sellers' agents respecting the condition, income derived therefrom, or potential income to be derived therefrom; and it is expressly understood and agreed that the property described in Exhibits "A", "B", and "C" are being purchased in their present condition and state of repair without

any representations, statements, or warranties, express or implied, with respect to their condition.

The buyers acknowledge that they have made their own determinations about the amount of land and water that can be developed for farming.

9. The buyers agree to maintain the property described in Exhibits "A", "B", and "C" and all of the improvements thereon in good standing and repair, and shall permit no waste thereof, and shall take the same care thereof that a prudent owner would take. It is further agreed that the sellers or their agent shall have the right to inspect the property described in Exhibits "A", "B", and "C" at all reasonable times during the effective life of this contract.

10. The buyers further covenant and agree that they will not assign this contract, or sell, lease, or encumber the property described herein without having obtained the prior written consent of the sellers.

11. At the time the buyers make all of the payments required on their part to be made, the sellers shall deliver a policy of title insurance from a company acceptable to buyers in an amount of \$2,500,000.00, guaranteeing marketable title in buyers.

12. The buyers understand and agree that the sellers are retaining one-half ($\frac{1}{2}$) of all oil, gas, and mineral rights owned by sellers and that sellers are retaining all brine, steam, and geothermal rights of every kind and description.

13. The household goods and furnishings, machinery, tools, and equipment belonging to sellers, except that retained and used by them in the cattle operation shall be removed from the premises by July 1, 1975.

14. The buyers agree that they will spend a minimum of One Hundred Thousand Dollars (\$100,000.00) per year for five (5) years for each calendar year beginning with 1975 in developing the farm lands. The development shall include but need not be limited to wells, pumps,

motors, sprinkler irrigation equipment, pipelines, etc. All said improvements placed in or upon said lands shall become a part of the real property covered by this contract.

Upon demand of sellers, buyers shall furnish proof of all expenditures made for development in any calendar year. Any excess over \$100,000.00 spent for development in any year can carry forward to the next year.

This requirement is waived by sellers to the extent that electric power is not available for farming development.

15. The sellers have retained all of the livestock on the ranch and are in need of feed, pasturage, and working facilities to run them for the next year.

The buyers hereby lease to the sellers and sellers lease from the buyers all of the ranch necessary to pasture the cattle and horses belonging to the sellers, including deeded lands, BLM permits, and railroad leases. The cattle shall be grazed in those areas agreed upon between buyers and sellers. This lease shall extend to January 1, 1976, unless extended by agreement of the parties.

As consideration for the lease, sellers shall pay buyers the sum of \$3.00 per animal unit per month for all animals grazed hereunder. An animal unit shall be one cow with or without calf, one bull, one horse, or two yearlings. Said lease rental shall be payable March 1, 1976. The sellers shall pay the BLM fees and railroad lease fees as they become due and these payments shall be credited against the lease rental due the buyers.

The corrals, scales, chutes and livestock handling facilities are for the use of the sellers under this lease.

Sellers are to furnish the labor to keep in repair those fences used by them in operating their livestock and buyers will furnish the materials.

Sellers are to furnish the labor to keep in repair the stockwatering facilities and buyers will furnish the materials.

Sellers are to furnish all salt, labor and other costs involved in running their livestock.

The buyers agree to lease to sellers such machinery as is necessary to feed sellers animals at a reasonable price; to be paid March 1, 1976.

16. The buyers hereby lease to sellers the Steve Sharp home, the 1965 Van Dyke Trailer House, and the 1966 Columbia Mobile Home for use of the sellers' employees in operating the cattle at a rental rate of \$50.00 per unit per month, payable March 1, 1976.

The buyers will furnish water to said units at no cost and electricity at cost, to be paid as billed by buyers.

The buyers agree there will be a garden plot for use by the tenants of the three homes and buyers will furnish water for the same.

17. So long as sellers run livestock on the ranch, the buyers agree that sellers can use the shop and tools and equipment for minor repairs to sellers' vehicles at no cost to sellers, and buyers agree to sell gasoline to sellers at 5¢ per gallon above buyers' cost, to be paid for as billed. Sellers have the right to exclusive use of the shop where the vet supplies are presently located.

18. The buyers understand that there is an unpaid balance remaining to be paid to Cashman Equipment Company, P. O. Box 4217, Las Vegas, Nevada, on the D6C Caterpillar Tractor and Dozer of approximately \$7,500.00 that is being paid by sellers at the rate of \$937.00 per month. The sellers will make these payments promptly as they become due.

The D6C Caterpillar Tractor and Dozer are presently leased to Cortez Gold Mines, Cortez, Nevada, and will be delivered to buyers by Cortez Gold Mines upon request.

19. The buyers understand that some of the items of machinery and equipment sold to buyers are subject to a financing statement and security agreement held by the First Security Bank of Idaho at Montpelier, Idaho, Loan Account No. FE-19-10449, payable \$14,702.42 on December 19,

1975, and \$13,477.60 on December 19, 1976. The sellers will make these payments promptly at the time the same shall fall due. Upon the request of the buyers, the sellers shall use their best efforts to have specific items released from the financing statement and security agreement.

20. At such time as buyers wish to dispose of any of the items listed in Exhibit "B", they will request a bill of sale for that item from the sellers. If sellers are satisfied that buyers will replace the item with an item of similar value, they will give a bill of sale and the replacement item will then be covered by this agreement the same as the item permitted to be sold. The escrow agent shall be given the description of the replacement item for placement in the escrow file.

21. The buyers shall pay upon billing the premium for insurance required to be carried on the D6C Caterpillar and Dozer by Cashman Equipment Company until the unit is paid for in October of 1975 from the date of this agreement.

22. The buyers are aware that Well No. 1 is collapsed. The pump, motor and panel unit on Well No. 1 are being sold to buyers under this agreement.

The pumps, motors, stems, bowls, and panels on Well Nos. 2, 3, and 4 belong to Johnston Pump Company, 1775 East Allen Avenue, Glendora, California, and are to be removed at Johnston's expense by Armstrong Drilling, 4710 Highway 40 West, Winnemucca, Nevada.

23. The buyers are aware that Travelers Insurance Company, of Hartford, Connecticut, hold a First Mortgage Note and Trust Deed on the property described in Exhibit "A" in the sum of One Million Dollars (\$1,000,000.00) payable at the rate of \$30,000.00 per year plus interest, starting April 1, 1975. The sellers will pay these payments at the time they come due.

There remains at the present time the sum of Fifty Thousand Dollars (\$50,000.00) to be disbursed by said company upon completion of four (4) working wells with pumps and motors upon the property described in Exhibit "A". When the buyers have completed four (4) working wells, as required by Travelers Insurance Company, sellers will make application to Travelers Insurance Company for disbursement of the \$50,000.00 and upon receipt of same, the \$50,000.00 will be transferred to buyers. In the event that Travelers Insurance Company has not disbursed the said \$50,000.00 by March 1, 1977, then on that date buyers will be credited with a \$50,000.00 principal payment on this agreement. This \$50,000.00 shall be deemed a prepayment and shall not delay any other payment of principal or interest as it falls due. Sellers do not warrant or guarantee that the said \$50,000.00 will be disbursed by Travelers Insurance Company.

24. The buyers will use their best efforts to gather the horses from the range land that the BLM has given the Half Circle Ranch permission to gather. Buyers will comply with the BLM regulations in the gathering of the horses.

25. The BLM permits and railroad leases will be transferred to buyers at such time as sellers are no longer running cattle on the Half Circle Ranch, or sooner if required by the BLM. Sellers agree to promptly execute all assignments or documents of transfer required to transfer said leases and permits.

26. The buyers will purchase from sellers and sellers will sell to buyers all gas, fuel oil, oil, seed, barbed wire, culverts, baling twine, posts and 24D chemicals, presently located on the premises, at market value on February 1, 1975, to be paid for within sixty (60) days.

27. The two sheep camps presently on the ranch are to be retained by the sellers so long as they have cattle on the ranch and then are to

belong to the buyers.

28. The buyers understand that there is \$1,619.56 worth of PVC 1½" plastic pipe located at the ranch that belongs to W. R. White Company, P.O. Box 1150, Ogden, Utah. Buyers agree that they will either pay for the pipe or return it to W. R. White Company.

29. Should buyers default in making any payment, or in fulfilling any obligation hereunder, sellers may, either elect to bring an action against buyers for specific performance of this agreement, or enforce a forfeiture of the interest of the buyers, in any lawful manner, including but not limited to forfeiture by notice as provided in the escrow instructions or supplemental escrow instructions given to the Star Valley State Bank in connection with this transaction. In the event a forfeiture is enforced, buyers shall forfeit any and all rights and interests hereunder in and to all of the property described in Exhibits "A", "B", and "C", together with additions thereto, and the appurtenances, and buyers shall surrender to sellers, forthwith, peaceable possession of such property, and shall forfeit to sellers, as liquidated damages, any and all payments made hereunder, together with any and all improvements placed on or in such property. Neither the provisions of this paragraph nor the provisions of the escrow instructions herein referred to shall affect any other lawful right or remedy which sellers may have against buyers. In the event sellers retake possession of the property for any reason, buyers agree to assign and return to sellers all BLM grazing permits and railroad leases that have been transferred to buyers under this agreement.

30. After sellers give buyers notice of forfeiture under Paragraph 29 above, an affidavit by sellers, or their agent, showing such default and forfeiture and recorded in the County Recorder's Office of Eureka County, Nevada, and Lander County, Nevada, shall be conclusive proof in favor of any subsequent bona fide purchaser or encumbrancer for value of such default and forfeiture, and buyers hereby irrevocably authorize sellers or

their agent to declare and record such default and forfeiture and agree to be bound by such declarations as their act and deed.

31. In the event the buyers shall file a petition in bankruptcy proceedings or the parties hereto become involved in litigation over this agreement, or the enforcement of the terms thereof, the District Court having jurisdiction in said litigation, on the filing of an appropriate petition, shall appoint a receiver to take charge of the property described herein and to hold possession of the same until the litigation is completed, or until the unpaid balances, with interest, are fully paid; and all rents and profits derived from said property, less costs and expenses of receivership, shall be applied on the unpaid balance of the contract.

32. The buyers are aware that the N $\frac{1}{2}$ SW $\frac{1}{4}$ and the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 36, T 30 N, R 50 E, MDB & M have been purchased by sellers from Dan Fillipinni of Elko, Nevada, and there remains an unpaid balance of \$5,000.00 to be paid on said property secured by a Note and Trust Deed, payable June 21 of each year at the rate of \$1,000.00 per year, plus interest. Sellers agree to make these payments promptly as they fall due.

33. The buyers in consideration of the payments made hereunder shall have the option of buying the property for cash for a total sum of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000.00) plus accrued interest at the contract rate from February 1, 1975. This option must be exercised by January 1, 1976. The option must be exercised by the full cash price plus interest being paid to the escrow agent by January 1, 1976.

34. Time is of the essence of this agreement.

35. This agreement shall be binding upon their heirs, executors, administrators, successors, and assigns of the respective parties hereto.

36. This contract constitutes the entire agreement between the parties.

EXHIBIT A

Caldwell Ranch:

NE1/4 of Section 13, Township 28 North, Range 47 East, M.D.B. &M, together with improvements, water, and water rights located thereon.

Dan Filippini Lands:

N1/2SW1/4 and S1/2NE1/4 of Section 36, Township 30 North, Range 50 East of the MDB&M.

Subject to reservations in Dan Filippini of an undivided one-half interest in and to all oil, gas, coal, geothermal and steam and mineral rights of every kind and nature, including the right to use so much of the surface to prospect for, locate, develop, produce, and transport said oil, gas, coal, geothermal or steam, or minerals and any of their by-products.

HALF CIRCLE RANCH:

PARCEL I

TOWNSHIP 28 NORTH, RANGE 49 EAST, M.D.B. &M.

Section 1: All
Section 3: All
Section 9: All
Section 11: All
Section 13: All
Section 15: All
Section 21: N1/2
Section 23: All

TOWNSHIP 28 NORTH, RANGE 50 EAST, M.D.B. &M.

Section 1: All
Section 3: All
Section 5: All
Section 7: All
Section 9: All
Section 11: All
Section 13: All
Section 15: All
Section 17: All
Section 19: All
Section 21: All
Section 23: All

TOWNSHIP 28 NORTH, RANGE 51 EAST, M.D.B. &M.

Section 5: All
Section 7: All
Section 9: All

TOWNSHIP 29 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 1: All
Section 3: All
Section 9: All
Section 11: All
Section 13: All
Section 15: All
Section 21: All
Section 23: All
Section 25: All
Section 27: All
Section 35: All

TOWNSHIP 29 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 1: All
Section 3: All
Section 5: All
Section 7: All
Section 9: All
Section 11: All
Section 13: E1/2; N1/2NW1/4; N1/2S1/2NW1/4;
S1/2N1/2SW1/4; S1/2SW1/4
Section 15: All
Section 17: All
Section 19: All
Section 21: All
Section 23: All
Section 25: All
Section 27: All
Section 29: All
Section 31: All
Section 33: All
Section 35: All

TOWNSHIP 29 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 31: All

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 35: All

EXCEPTING all petroleum, oil, natural gas and products derived therefrom, together with the exclusive right at all times to enter upon or in said land, to prospect for and to drill, bore, recover and remove the same, as reserved by SOUTHERN PACIFIC LAND COMPANY in Deed recorded July 7, 1949 in Book 23 of Deeds at page 583, Eureka County, Nevada, records.

EXCEPTING from all of PARCEL I, except Sections 1, 3, 9, 15 and 21, Township 29 North, Range 49 East; Section 1, Township 29 North, Range 50 East; and Section 35, Township 30 North, Range 50 East, M.D.B.&M., a one-half interest in and to the iron and mineral rights conveyed by DAN FILIPPINI to ROY L. PRIMEAUX and FRANCES PRIMEAUX by deed recorded August 20, 1951 in Book 24 of Deeds at page 153, Eureka County, Nevada, records.

PARCEL II

TOWNSHIP 26 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 20: NW1/4NE1/4; NE1/4NW1/4

TOWNSHIP 27 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 33: NW1/4SW1/4

TOWNSHIP 28 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 5: Lots 2, 3 and 4

Section 6: NE1/4

TOWNSHIP 28 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 1: All

Section 3: All

Section 5: All

Section 7: All

Section 8: NE1/4NE1/4; S1/2S1/2

Section 9: All

Section 11: All

Section 12: S1/2SW1/4; SW1/4SE1/4

Section 13: All

Section 14: N1/2; SW1/4; W1/2SE1/4

Section 15: All

Section 16: W1/2NE1/4; NW1/4

Section 17: All

Section 18: E1/2E1/2; NW1/4NE1/4; NE1/4NW1/4;
Lot 1 (NW1/4NW1/4)

Section 19: NW1/4SE1/4

Section 21: S1/2SE1/4

Section 22: SW1/4SW1/4

Section 23: N1/2NW1/4

Section 24: NE1/4NE1/4

Section 27: SW1/4NW1/4

Section 28: NE1/4; E1/2NW1/4; SE1/4SW1/4;
SW1/4SE1/4; NE1/4SE1/4

Section 32: SE1/4NE1/4; SW1/4SW1/4; NE1/4SW1/4;
NW1/4SE1/4

Section 33: NW1/4NW1/4

TOWNSHIP 28 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 2: S1/2NE1/4

Section 7: All

Section 19: N1/2

Section 24: NW1/4NW1/4

Section 26: NE1/4NW1/4

Section 28: NW1/4NE1/4; NE1/4SE1/4

Section 30: NE1/4NW1/4

Section 32: SE1/4NW1/4

Section 34: NW1/4NW1/4

Section 35: NW1/4SE1/4

Section 36: NW1/4NE1/4; N1/2SW1/4

TOWNSHIP 29 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 18: Lots 10, 11 and 12

Section 32: Lots 2, 3 and 4; NE1/4SE1/4

TOWNSHIP 29 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 3: All

TOWNSHIP 29 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 36: W1/2NE1/4

TOWNSHIP 29 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 10: SW1/4SE1/4

Section 30: S1/2NE1/4; NE1/4SE1/4

PARCEL III

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 15: All

Section 21: All

Section 23: All

EXCEPTING, therefrom, ninety per cent (90%) of the coal, oil, gas and other minerals of every kind and nature whatsoever as reserved by STRATHEARN CATTLE COMPANY and DAVE STRATHEARN in Deeds recorded May 25, 1959 in Book 25 of Deeds at page 297, Eureka County, Nevada, records and recorded June 10, 1959 in Book 25 of Deeds at page 310, Eureka County, Nevada records.

PARCEL IV

TOWNSHIP 29 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 10: N1/2; SW1/4; N1/2SE1/4; SE1/4SE1/4

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 10: NE1/4NE1/4; S1/2NE1/4; SE1/4; SE1/4SW1/4

Section 14: W1/2NW1/4; SW1/4; S1/2SE1/4

Section 16: NE1/4NE1/4; S1/2NE1/4; SE1/4; SE1/4SW1/4

Section 22: All

EXCEPTING, therefrom, all minerals as reserved by UNITED STATES OF AMERICA in Patents recorded September 23, 1964 in Book 6 of Official Records at page 34, Eureka County, Nevada, records and recorded August 16, 1963 in Book 27 of Deeds at page 9, Eureka County, Nevada, records.

FURTHER EXCEPTING from PARCELS I, II, III and IV, an undivided one-half interest in and to all oil, gas and mineral rights in and to all the rights of DAN FILIPPINI as reserved by DAN FILIPPINI in Deed recorded January 6, 1966 in Book 9 of Official Records at page 442, Eureka County, Nevada, records, and in Book 10 of Official Records at page 266, Lander County, Nevada records.

Together with all water rights appurtenant thereto.

SUBJECT TO the following:

1. The lien of taxes not yet due and payable.
2. Not used.
3. All existing rights of way, easements, licenses, or privileges for roads, trails, canals, ditches, flumes, conduits, pipe, pole or transmission lines, on, under, over, through or across said premises.
4. Reservations contained in Patents executed by UNITED STATES OF AMERICA recorded in the office of the County Recorder of Eureka County and Lander County, Nevada, reading as follows:

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of court, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."

Effects the following described parcels:

TOWNSHIP 27 NORTH, RANGE 48 EAST, M.D.B.&M.
Section 33: NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 29 NORTH, RANGE 47 EAST, M.D.B.&M.
Section 18: LOTS 10, 11 and 12
Section 32: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 2, 3 & 4

TOWNSHIP 28 NORTH, RANGE 48 EAST, M.D.B.&M.
Section 21: S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 22: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 28: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$

TOWNSHIP 26 NORTH, RANGE 49 EAST, M.D.B.&M.
Section 20: NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 28 NORTH, RANGE 49 EAST, M.D.B.&M.
Section 2: S $\frac{1}{2}$ NE $\frac{1}{4}$
Section 24: NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 26: NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 28: NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 30: NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 32: SE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 34: NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 35: NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 36: NW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 29 NORTH, RANGE 49 EAST, M.D.B.&M.
Section 36: W $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 29 NORTH, RANGE 50 EAST, M.D.B.&M.
Section 10: SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 30: S $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

5. Reservations contained in Patents executed by STATE OF NEVADA recorded in the office of the County Recorder of Eureka County and Lander County, Nevada, reading as follows:

"Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in said tract are hereby expressly reserved."

Effects the following described parcels:

TOWNSHIP 28 NORTH, RANGE 47 EAST, M.D.B.&M.
Section 5: Lot 4

TOWNSHIP 28 NORTH, RANGE 48 EAST, M.D.B.&M.

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

Section 12: S $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 14: N $\frac{1}{4}$; SW $\frac{1}{4}$; W $\frac{1}{4}$ SE $\frac{1}{4}$

Section 16: NW $\frac{1}{4}$; W $\frac{1}{4}$ NE $\frac{1}{4}$

Section 17: NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 18: Lot 1; E $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 19: NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 23: N $\frac{1}{4}$ NW $\frac{1}{4}$

Section 24: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 27: SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 28: SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 32: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 33: NW $\frac{1}{4}$ NW $\frac{1}{4}$

6. Reservations contained in Patents executed by STATE OF NEVADA recorded in the office of the County Recorder of Lander County and Eureka County, Nevada, reading as follows:

"Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in said tract, and also a right of way for ditches, tunnels, and telephone and transmission lines constructed by authority of the United States are hereby expressly reserved."

Effects the following described parcels:

TOWNSHIP 28 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 5: Lots 2 & 3

Section 6: NE $\frac{1}{4}$

7. Reservations contained in Patent executed by STATE OF NEVADA recorded in the office of the County Recorder of Eureka County, Nevada reading as follows:

"Provided that all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in said tract are hereby expressly reserved, except for gas, coal, oil and oil shales. (Chap. 172 Stats. 1921)."

Effects the following described parcels:

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 14: SE $\frac{1}{4}$ SW $\frac{1}{4}$

8. Reservations contained in Patent executed by UNITED STATES OF AMERICA conveying PARCEL IV recorded in the office of the County Recorder of Eureka County, Nevada, reading as follows:

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

Reserving, also, to the United States all minerals in the land so granted, together with the right to prospect for, mine and remove the same as authorized by the provisions of said Section 8 as amended as aforesaid."

9. Reservations contained in Deed from SOUTHERN PACIFIC LAND COMPANY conveying PARCEL I to DAN FILIPPINI, recorded in Book 23 of Deeds at page 583, Eureka County, Nevada, records, reading as follows:

"Excepting all petroleum, oil, natural gas and products derived therefrom, together with the exclusive right at all times to enter upon or in said land, to prospect for and to drill, bore, recover and remove the same."

10. Reservations contained in Deed from SOUTHERN PACIFIC LAND COMPANY conveying all of Sections 15, 21 and 23, Township 30 North, Range 50 East, MDB&M, (PARCEL III) to BERENICE M. STRATHEARN, recorded June 20, 1958 in Book 25 of Deeds at page 240, Eureka County, Nevada, records reading as follows:

"Excepting, however, for railroad purposes a strip of land 400 feet wide, lying equally on each side of the track of the railroad of said company, or any branch railroad now or hereafter constructed on said lands, and the right to use all water needed for the operating and repairing of said railroad which rises on said land and the right of way to conduct water rising on other lands across said land in pipes or aqueducts for said purposes; and subject also to the reservation and condition that the said purchaser, his heirs and assigns, erect and maintain good and sufficient fences on both sides of said strip or strips of land."

11. Reservations contained in Deed from STRATHEARN CATTLE COMPANY conveying Sections 21 and 23, Township 30 North, Range 50 East, MDB&M, (PARCEL III) to MAE NICHOLS recorded May 24, 1959 in Book 25 of Deeds at page 297 and conveying Section 15, Township 30 North, Range 50 East, MDB&M, (PARCEL III) to MARTIN MAGNUSON, et al, recorded June 10, 1959 in Book 25 of Deeds at page 310, Eureka County, Nevada, records, reading as follows:

"RESERVING, HOWEVER, unto the STRATHEARN CATTLE COMPANY 90% of the right, title and interest of the STRATHEARN CATTLE COMPANY in and to coal, oil, gas and other minerals of every kind and nature whatsoever existing upon, beneath the surface of, or within said lands, including the right to the use of so much of the surface thereof as may be required in prospecting for, in locating, developing, producing and transporting said coal, oil, gas or minerals and any of their by-products."

12. Non-exclusive easement for roadway purposes over an existing road across said Sections 10, 15 and 23 in Township 29 North, Range 50 East, MDB&M, granted to SAM ZUNINO, ANTOINETTA ZUNINO, BERNARD ZUNINO and STANLEY A. ZUNINO, their heirs and assigns, by document recorded June 1, 1961 in Book "H" of Miscellaneous Records at page 177, Eureka County, Nevada, records.

13. Reservations contained in Deed dated October 11, 1962 executed by JOHN C. CARPENTER, JR., et al, conveying PARCEL III to DAN FILIPPINI recorded December 3, 1962 in Book 26 of Deeds at page 323, Eureka County, Nevada, records, reading as follows:

"RESERVING UNTO THE MAGNUSON RANCH Copartnership all rights and privileges to graze livestock upon the public domain under the so-called Taylor Grazing Act which are based upon or appurtenant to the above-described lands or any portion thereof, together with the right to transfer all such rights to other base lands."

14. HEAT, FLUID AND MINERAL LEASE effecting Section 3, Township 28 North, Range 49 East, MDB&M., executed by DAN FILIPPINI, et al, lessors and JOSEPH J. O'NEILL, JR., lessee recorded June 10, 1964 in Book 4 of Official Records at page 194, Eureka County, Nevada.

An undivided one-half interest in and to said lease assigned by DAN FILIPPINI to HALF CIRCLE CATTLE CO., INC., by document recorded January 6, 1966 in Book 9 of Official Records at page 451, Eureka County, Nevada.

The interest of JOSEPH J. O'NEILL, JR., in and to said lease assigned to CHARLES W. OLIPHANT by document recorded March 20, 1967 in Book 18 of Official Records at page 329, Eureka County, Nevada.

15. HEAT, FLUID AND MINERAL LEASE effecting the S½NE¼ of Section 2, Township 28 North, Range 49 East, and All of Section 7 and the N½ of Section Township 28 North, Range 49 East, MDB&M., executed by DAN FILIPPINI, et al, lessors and JOSEPH J. O'NEILL, JR., lessee, recorded June 10, 1964 in Book 4 of Official Records at page 200, Eureka County, Nevada.

An undivided one-half interest in and to said Lease assigned by DAN FILIPPINI to HALF CIRCLE CATTLE CO., INC., by document recorded January 6, 1966 in Book 9 of Official Records at page 450, Eureka County, Nevada.

16. Reservations contained in Deed dated August 27, 1964 executed by JOHN C. CARPENTER, et al, conveying that portion of PARCEL IV described in Township 30 North, Range 50 East, MDB&M., recorded September 23, 1964 in Book 6 of Official Records at page 37, Eureka County, Nevada.

17. Easement for spring and pipeline over the SE¼NE¼ and NE¼SE¼ of Section 13, Township 28 North, Range 50 East, MDB&M., granted UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT by document recorded November 12, 1965 in Book 9 of Official Records at page 136, Eureka County, Nevada.

18. Easement for spring and pipeline over the SE¼NE¼ and NE¼SE¼ of Section 13, Township 28 North, Range 50 East, MDB&M., granted UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT by document recorded November 12, 1965 in Book 9 of Official Records at page 214, Eureka County, Nevada.

19. Easement for seeding over Section 23 and 35, Township 30 North, Range 50 East, MDB&M., granted UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT by document recorded September 9, 1966 in Book 12 of Official Records at page 85, Eureka County, Nevada.

20. Easement for a fence over the SE¼SE¼ of Section 15, Township 30 North, Range 50 East, MDB&M., granted UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT by document recorded September 9, 1966 in Book 12 of Official Records at page 85, Eureka County, Nevada.

21. RIGHT OF WAY ten (10) feet in width over a portion of Sections 5, Township 28 North, Range 47 East, and Sections 8, 17, 18 and 32, Township 28 North, Range 48 East, MDB&M., granted by HALF CIRCLE CATTLE CO., INC. to BELL TELEPHONE COMPANY OF NEVADA by document recorded October 18, 1968 in Book 26 of Official Records at page 219, Eureka County, Nevada and recorded October 29, 1968 in Book 31 of Official Records at page 179, Land County, Nevada.

22. Geothermal Resources Lease dated December 7, 1972, in which DAN FILIPPINI, an unmarried man, appears as Lessor and STANDARD OIL COMPANY OF CALIFORNIA, appears as Lessee, recorded February 20, 1973, in Book 44, page 474, records of Eureka County, Nevada.

23. Geothermal Resources Lease dated December 7, 1972, in which DAN FILIPPINI, an unmarried man, appears as Lessor and STANDARD OIL COMPANY OF CALIFORNIA appears as Lessee, recorded in Book 44, page 536, records of Eureka County, Nevada.

EXHIBIT B

Caterpillar D6C Tractor, s/n 76A999 w/6S Bulldozer, s/n 95E984,
w/#6 Ripper, s/n 57D2517

Kit Trailer House, 30 foot

Power weed sprayer with booms and extensions

Harrow

12000 gallon fuel tank located above ground.

1 Fairbanks Morse Model 11-6481 (special) 50 Ton 70'X14' Type S combination Livestock and Motor Truck scale complete with steel weighbridge arranged for concrete deck, deck rebar, anchor bolts and pit coping angle; w/Model 50-5504 50 Ton X 5# Type registration beam; w/all weather metal beam box; w/Spinks over-under indicator; w/metal Powder River scale rack with gates; w/ 2 24" manhole rings and covers (Not Installed)

1 1965 Van Dyke House Trailer, 60'X10', No. 6G4V6010FD3D1752

1 John Deere 4 row corn planter, new

1 New Holland Chopper with 2 row corn attachment

1 Ford Pickup truck, No. F10CR462308

Caldwell Equipment as follows: 2 John Deere Tool Bar and chisels

1 Hesston 420 Swather

1 John Deere Grain Drill

1 John Deere Side Delivery Rake

1 John Deere No. 214 Baler

1 New Holland Stackliner (1000)

1 John Deere 8A Mower

1 Marquette portable light plant and wider

1 Marquette cutting torch

1 1010 gasoline John Deere tractor

1 Gehl feed wagon, located at Buttercup Dairy in North Logan, Utah

1 John Deere No. 360 Disc

Hesston 60A Haying system, consisting of 1 each No. 16239 Stackhand, 1 each No. 1208 Stackmover, 1 each No. 316 Stackfeeder, and 1 each Stackfeeder bunk extension, 1974 Models

2 each John Deere Seed Drills, in addition to Caldwell seed drill

1966 Columbia Mobile Home, 60'X10', Serial No. U 106 034 544

1 each Model 120 Dynahoe, Serial No. F1083 with deisel engine, electric start, 83" front bucket, hydraulic backhoe and bucket

1 each Land Plane

Page No. 2 of Exhibit B

2 each John Deere wagons with racks

1 each Old Dodge Army power wagon with winch

1 each 1974 Allis Chalmers Model 200 Deisel Tractor, with cab, Serial No. 4993D, Engine No. 2D624943

Powder River portable Chute and Corral system

1 Windmill located at Crescent Valley townsite

1 large Army Surplus 4 wheel trailer with metal rack for livestock

1 John Deere V ditcher

\$1,000.00 deposit made to Modern Farm Equipment, 1001 East Main St., Lehi, Utah 84043, for purchase of a 105 combine-John Deere

1 Shaver post pounder

2 old model Ford Tractors with equipment

1 Allis Chalmers WD45 Tractor with equipment

EXHIBIT C

1. Southern Pacific Land Company Grazing Lease No. 4314-A, dated June 1, 1974 covering the following described real property, to-wit:

Trail Sections: All of Secs. 5 & 17, Twp 28 North, Rge 49 East, Lots 1, 2, 7, 8, 9, & 10 and S1/2 of Sec. 5, All of Secs. 17 and 29, Twp. 29 North, Rge. 49 East, MDM, containing 3,129.75 acres, more or less.

2. Bureau of Land Management Permits for grazing for 5847 AUM's in the Argenta, Carico Lake, Grass Valley, and Roberts Creek allotments and units in common with other users, administered by the Battle Mountain office of the Bureau of Land Management.

3. Bureau of Land Management Permits for grazing for 6836 AUM's in the Half Circle-Dann Allotment of the Buckhorn Unit in common with others, administered by the Bureau of Land Management Office at Elko, Nevada.

RECORDED AT REQUEST OF
Hansen, Boyle, Board & Martin
BOOK 114 PAGE 550

83 OCT 7 10:42

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 89370
FEE \$ 29.00