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CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA
BY *[Signature]* DEPUTY

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF NEVADA, NORTHERN DIVISION

FORELAND CORPORATION, a
Nevada corporation,

Plaintiff,

vs.

ALFORD OIL CORPORATION,
a Texas corporation, and
DIXIE OPERATING COMPANY, a
Texas Corporation.

Defendants.

No. CV-N-88-422-BRT

DEFAULT JUDGMENT

On November 18, 1988, this Court entered an order denying Defendants' Motion to Dismiss, Require Joinder of Party or Change of Venue and directing Defendants Alford Oil Corporation ("Alford") and Dixie Operating Company ("Dixie") to serve and file an answer to the Complaint within twenty

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CAROL C. FITZGERALD
BY *[Signature]*

(20) days. By Stipulation and Order dated December 12, 1988, the time for Alford and Dixie to file answers was extended up to and including December 16, 1988. Alford and Dixie have failed to answer and a default was entered on January 5, 1989. Based on Alford's and Dixie's defaults it is hereby

ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Foreland Corporation ("Foreland") claims to own, or to be entitled to receive pursuant to various agreements with persons or entities that are not parties to this action, certain oil and gas leasehold interests covering and relating to lands located in Eureka and Elko Counties, Nevada (the "Oil and Gas Leasehold Interests"). The leases and agreements pursuant to which Foreland claims title to the Oil and Gas Leasehold Interests and the lands thereby affected are described in Exhibit A hereto attached.

2. Pursuant to that certain Farmout Agreement dated March 13, 1987, between Foreland, as Farmor, and Alford, as Farmee, (the "Farmout Agreement") Alford was granted the right, upon the performance of certain conditions precedent, to earn assignments of undivided percentage interests in and to the Oil and Gas Leasehold Interests. Alford was also granted similar rights to earn assignments of undivided percentage interests in and to interests that Foreland might acquire after execution of the Farmout Agreement within a designated area, defined by the Farmout Agreement as the Area

of Mutual Interest. The lands included in the Area of Mutual Interest are described in Exhibit B hereto attached.

3. On or around March 22, 1988 Foreland filed an action in this Court, CV-N-88-156 BRT, against Alford. That Action was settled pursuant to a Settlement Agreement dated effective as of April 18, 1988, between Foreland, Alford and Dixie (the "Settlement Agreement"), which amended the Farmout Agreement.

4. Foreland commenced this action alleging that Alford and Dixie had breached the terms of the Farmout Agreement, as amended by the Settlement Agreement, and that Alford's and Dixie's rights under the Farmout Agreement and the Settlement Agreement terminated as of 5:00 p.m. PDT on July 5, 1988.

5. In accordance with the relief sought by Plaintiff's First Cause of Action, the Court decrees that the Farmout Agreement, as amended by the Settlement Agreement, terminated as of 5:00 p.m. PDT on July 5, 1988. Nothing herein shall be construed as affecting or terminating any operating agreement relating to the subject property, including but not limited to, the Operating Agreement dated March 13, 1987, between Alford Oil Corporation and Foreland Corporation and all other non-operators as amended by the Settlement Agreement.

6. The Court finds that as of 5:00 p.m. PDT on July 5, 1988, in accordance with the Farmout Agreement, as amended

by the Settlement Agreement, Alford had earned assignments from Foreland of certain undivided percentage interests of the Oil and Gas Leasehold Interests covering and relating to certain lands. The undivided percentages of those leasehold interests that Alford has earned and the lands in which those interests are located ("Alford's Earned Interests") are specifically described as follows:

(a) North Willow Creek 1-27 Wellsite:

T. 29 N., R. 52 E., Mt. Diablo B&M
Sec. 27: W/2SE/4.

Alford: 25.2289%

(b) Pony Creek 1-22 Wellsite:

T. 28 N., R. 52 E., Mt. Diablo B&M
Sec. 22: NE/4

Alford: 17.48%

(c) North Blackburn 1-34 Wellsite:

T. 28 N., R. 52 E., Mt. Diablo B&M
Sec. 34: NE/4

Alford: 43.33%

(d) Tomera Ranch 1-5 Wellsite:

T. 30 N., R. 52 E., Mt. Diablo B&M
Sec. 5: NE/4NE/4.

Alford: 40.07%

(e) Tomera Ranch 2-5 Wellsite:

T. 30 N., R. 52 E., Mt. Diablo B&M
Sec. 5: NW/4NE/4

Alford: 33.1189%

7. As is evidenced by the Motion of H.S. Stanley, Chapter 7 Trustee for Magnolia Development Corporation, there are conflicting claims to the interests Alford has earned. Moreover, by Assignment of Contract Rights dated November 1, 1988, from Alford Oil Corporation to Bentley Petroleum Company, Inc., Alford assigned all of its rights in, to, and created under the Farmout Agreement and the Settlement Agreement to an undivided 24.47 percent of the undivided oil and gas leasehold interest in the North Willow Creek 1-27 Wellsite. This judgment shall not be deemed to direct Foreland to make any assignments directly to Alford. Rather, Foreland may govern itself under the terms of its agreements with Alford and may avail itself to any remedy provided by law, including the commencement of interpleader actions, to ensure that Foreland tenders assignment of Alford's Earned Interests to those parties entitled to receive those assignments.

8. In accordance with the relief sought by Plaintiff's Second Cause of Action, except for Alford's Earned Interests, the Court orders that title to the Oil and Gas Leasehold Interests and any oil and gas leasehold or other interests in the Area of Mutual Interest that Foreland has acquired since the execution of the Farmout Agreement or may

acquire in the future is quieted in Foreland and against Alford and Dixie,¹ their affiliates, successors and assigns.

9. In light of the Court's judgment with respect to Foreland's First and Second Causes of Action if default judgment is entered prior to April 1, 1989, Foreland will not incur any damages under Foreland's Third Cause of Action.

10. In accordance with the relief sought by Foreland's Fourth Cause of Action, judgment is entered on the Promissory Note dated May 1, 1988, in favor of Foreland and against Alford and Dixie, jointly and severally, in the amount of \$71,890.12, plus interest accruing from January 10, 1989 at the rate of 10.5% per annum.

11. Pursuant to paragraph 8.6 of the Settlement Agreement, Foreland is awarded attorneys fees incurred in this action in the amount of \$35,295.21 and costs in the amount of \$1497.96.

DATED this 21 day of April, 1989.

BY THE COURT:

APPROPRIATE TO BE A TRUE COPY

CLERK OF THE DISTRICT COURT
United States District Court

Bill Stewart
Deputy Clerk

Bruce R. Thompson
Bruce R. Thompson
United States District Judge

wbpp/ae5

1. Foreland has named Dixie as a defendant, alleging that Dixie is an affiliate, agent, and operating division of Alford. There is nothing in the record before the Court that would indicate what undivided fractional interests Alford is obligated to assign to Dixie, if any. Dixie's interest, if any, is therefore included in the percentage set forth as having been earned by Alford.

EXHIBIT "A"

TO DEFAULT JUDGMENT

Leases and Agreements Under Which
Foreland Claims Title to the Oil and Gas
Leasehold Interests that are the Subject of this Action

PART A: TEST WELL OUTSIDE ACREAGE

Foreland Property.

1. Offer to Lease and Lease for Oil and Gas N-44077, dated effective October 1, 1986, recorded in Book _____ at page _____, from the United States of America, Lessor, to Donald E. Krohn, Lessee, insofar as said lease covers the following described lands:

Township 27 North, Range 52 East, Mt. Diablo B&M

Section 3: Lots 5 through 12, inclusive, SE/4;

Containing 488.72 acres, more or less.

Subject to:

- (a) Landowner's royalty of 12.5 percent; and
- (b) Overriding royalty of 5 percent in favor of Donald E. Krohn.

2. Offer to Lease and Lease for Oil and Gas N-43780, dated effective August 1, 1986, recorded in Book _____ at page _____, from the United States of America, Lessor, to W. A. Besser, Lessee, insofar as said lease covers the following described lands:

Township 28 North, Range 52 East, Mt. Diablo B&M

Section 1: S/2;
Section 11: Lot 7, 8, N/2SW/4;
Section 12: E/2;
Section 25: Lots 1 through 4, inclusive, S/2N/2, S/2;
Section 26: Lots 1 through 4, inclusive, S/2N/2, S/2.

Containing 2101.45 acres, more or less.

Subject to:

- (a) Landowner's royalty of 12.5 percent;
- (b) Overriding royalty of 5 percent in favor of W. A. Besser; and
- (c) Drilling commitment within two years of Besser Assignment.

3. Offer to Lease and Lease for Oil and Gas N-43112, dated effective May 1, 1986, recorded (as an attachment to an assignment) in Book 161 at page 296, Eureka County, Nevada, from the United States of America, Lessor, to A. E. Milner, Lessee, insofar as said lease covers the following described lands:

Township 28 North, Range 52 East, Mt. Diablo B&M

Section 2: Lots 1 through 10, inclusive, SW/4NE/4, SE/4NW/4, W/2SE/4, E/2SW/4;
Section 10: N/2NE/4, SW/4NE/4, E/2SE/4, SW/4SE/4;
Section 11: Lot 6, 9, 10, NW/4SE/4;
Section 12: W/2;
Section 34: E/2;
Section 35: All;
Section 36: W/2.

Containing 2650.75 acres, more or less.

Subject to:

- (a) Landowner's royalty of 12.5 percent;
- (b) Overriding royalty of 5 percent in favor of A. E. Milner;
- (c) Drilling commitment within two years of Milner assignment.

4. Offer to Lease and Lease for Oil and Gas N-42869, dated effective March 1, 1986, recorded (as an attachment to an assignment) in Book 161 at page 302, Eureka County, Nevada, from the United States of America, Lessor, to Paul F. Sawyer, Lessee, insofar as said lease covers the following described lands:

Township 29 North, Range 52 East, Mt. Diablo B&M

Section 16: E/2;
Section 28: All;
Section 34: W/2.

Containing 1280 acres, more or less.

Subject to:

- (a) Landowners' royalty of 12.5 percent; and
- (b) Overriding royalty of 6 percent in favor of Paul F. Sawyer.

5. Offer to Lease and Lease for Oil and Gas N-43114, dated effective May 1, 1986, recorded (as an attachment to an assignment) in Book 161 at page 315, Eureka County, Nevada, from the United States of America, Lessor, to HNG Oil Company, Lessee, insofar as said lease covers the following described lands:

Township 30 North, Range 52 East, Mt. Diablo B&M

Section 4: Lots 1 through 4, inclusive, S/2N/2, S/2;
Section 10: All;
Section 16: E/2, NE/4NW/4;
Section 22: All;
Section 28: N/2, N/2SE/4, NE/4SW/4;
Section 32: W/2NW/4, SE/4NW/4, SW/4, NE/4NE/4.

Containing 3042.46 acres, more or less.

Subject to:

- (a) Landowner's royalty of 12.5 percent; and
- (b) Overriding royalty of 5 percent in favor of Enron Oil & Gas Company (formerly HNG Oil Company).

6. Offer to Lease and Lease for Oil and Gas N-43782, dated effective August 1, 1986, recorded in Book ___ at page ___, from the United States of America, Lessor, to W. G. Lasrich, Lessee, insofar as said lease covers the following described lands:

Township 30 North, Range 52 East, Mt. Diablo B&M

Section 2: Lots 1 through 4, inclusive, S/2N/2, S/2;
Section 12: All;
Section 14: All;
Section 24: All;
Section 26: All;
Section 34: All.

Containing 3841.36 acres, more or less.

Subject to:

- (a) Landowner's royalty of 12.5 percent; and
- (b) Overriding royalty of 5 percent in favor of W. G. Lasrich.

7. Offer to Lease and Lease for Oil and Gas N-43115, dated effective May 1, 1986, recorded (as an attachment to an assignment) in Book 161 in page 309, Eureka County, Nevada, from the United States of America, Lessor, to Lane Lasrich, Lessee, insofar as said lease covers the following described lands:

Township 31 North, Range 52 East, Mt. Diablo B&M

Section 18: Lots 1 through 4, inclusive, E/2W/2, SW/4NE/4, W/2SE/4, SE/4SE/4;
Section 20: NW/4NE/4, E/2E/2;
Section 28: All;
Section 30: Lots 1 through 4, inclusive, E/2W/2, E/2;
Section 34: All.

Containing 2599.76 acres, more or less.

Subject to:

- (a) Landowner's royalty of 12.5 percent; and
- (b) Overriding royalty of 5 percent in favor of Lane Lasrich.

8. Oil and Gas Lease dated February 10, 1987, recorded in Book 156 at page 287, Eureka County, Nevada, from Ballard Merrick, a/k/a Raymond Ballard Merrick, and Elsie Merrick, husband and wife, Lessors, to Foreland Corporation, Lessee; and

Oil and Gas Lease dated February 17, 1987,
recorded in Book 156 at page 290, Eureka County, Nevada, from
Jerry Merrick (aka Jerry Allen Merrick) and Anita G. Merrick,
husband and wife, Lessors, to Foreland Corporation, Lessee;

insofar as said leases cover the following described lands:

Township 28 North, Range 52 East, Mt. Diablo B&M

Section 9: S/2SW/4, SE/4SE/4, SW/4SE/4;
Section 10: SE/4NW/4, SE/4NE/4, NE/4SW/4, SW/4SW/4,
NW/4SE/4.

Containing 360 acres, more or less.

Subject to:

(a) Landowners' royalty of 12.5 percent.

9. Oil and Gas Lease dated December 9, 1986,
recorded in Book 156 at page 93, Eureka County, Nevada from
Julian Tomera Ranches, Inc., Stonehouse Division, Lessor, to
Foreland Corporation, Lessee, insofar as said lease covers the
following described lands:

Township 30 North, Range 52 East, Mt. Diablo B&M

Section 5: SE/4;
Section 8: NE/4.

Township 31 North, Range 52 East, Mt. Diablo B&M

Section 32: W/2, W/2SE/4, SE/4SE/4.

Containing 760 acres, more or less.

Subject to:

(a) Landowner's royalty of 12.5 percent.

10. Oil and Gas Lease dated December 17, 1986,
recorded in Book 155 at page 51, Eureka County, Nevada from
Charles L. Bispo and Lois A. Bispo, Lessors, to Foreland
Corporation, Lessee, insofar as said lease covers the
following described lands:

Township 31 North, Range 52 East, Mt. Diablo B&M

Section 32: NE/4, NE/4SE/4.

Containing 200 acres, more or less.

Subject to:

(a) Landowner's royalty of 12.5 percent.

11. Oil and Gas Lease dated January 12, 1987, recorded in Book 155 at page 48, Eureka County, Nevada, and in Book _____ at page _____, Elko County, Nevada, from Franklin B. Cook, Lessor, to Foreland Corporation, Lessee;

Oil and Gas Lease dated January 14, 1987, recorded in Book 156 at page 382, Eureka County, Nevada, and in Book 559 at page 317, Elko County, Nevada, from Charles F. Cook, Jr., Lessor, to Foreland Corporation, Lessee; and

Oil and Gas Lease dated January 22, 1987, recorded in Book 156 at page 385, Eureka County, Nevada, and in Book 559 at page 320, Elko County, Nevada, from Chestine Cook and Don E. Cook, as co-conservators for Daniel W. Cook, Lessors, to Foreland Corporation, Lessee;

insofar as said leases cover the following described lands:

Township 31 North, Range 52 East, Mt. Diablo B&M

Section 33: All.

Containing 640 acres, more or less.

Subject to:

(a) Landowners' royalty of 12.5 percent.

Anadarko Property.

Federal Oil and Gas Lease N-43781, dated effective August 1, 1986, recorded in Book 147 at page 364, Eureka County, Nevada, from the United States of America, Lessor, to _____, Lessee, insofar as said lease covers the following described lands:

Township 29 North, Range 52 East, Mt. Diablo B&M

Section 26: W/2.
Section 34: E/2;

containing 640 acres, more or less.

Subject to:

(a) Acreage Contribution Agreement dated August 7, 1987, by and between Anadarko Petroleum Corporation and Foreland Corporation; and

(b) Landowner's royalty.

Sun Property.

Oil and Gas Lease No. 724488 dated December 1, 1982, recorded in Book 422 at page 130, Elko County, Nevada, and in Book 111 at page 68, Eureka County, Nevada, from Southern Pacific Land Company, Lessor, to Reading & Bates Petroleum Co. and Sun Exploration and Production Company, Lessees;

Oil and Gas Lease No. 724489 dated December 1, 1982, recorded in Book 422 at page 137, Elko County, Nevada, and in Book 111 at page 82, Eureka County, Nevada, from Southern Pacific Land Company, Lessor, to Reading & Bates Petroleum Co. and Sun Exploration and Production Company, Lessees;

Oil and Gas Lease No. 724490 dated December 1, 1982, recorded in Book 435 at page 626, Elko County, Nevada, and in Book 115 at page 188, Eureka County, Nevada, from Southern Pacific Land Company, Lessor, to Reading & Bates Petroleum Co. and Sun Exploration and Production Company, Lessees; and

Oil and Gas Lease No. 724491 dated December 1, 1982, recorded in Book 422 at page 145, Elko County, Nevada, and in Book 111 at page 83, Eureka County, Nevada, from Southern Pacific Land Company, Lessor, to Reading & Bates Petroleum Co. and Sun Exploration and Production Company, Lessees;

insofar as said leases cover the following described lands:

(Farmout Lands)

Township 29 North, Range 52 East, Mt. Diablo B&M

Lease 724489 Section 3: All;
 Section 9: NE/4;
 Section 11: W/2;
 Section 15: Lots 1-4, W/2E/2, W/2.

Township 30 North, Range 52 East, Mt. Diablo B&M

Lease 724489 Section 33: NE/4;
 Section 35: All;

Lease 724490 Section 3: Lots 1, 2, S/2NE/4;
 Section 5: Lots 1, 2, S/2NE/4;
 Section 9: NE/4;
 Section 11: All;

Lease 724491 Section 15: NE/4;
 Section 21: NE/4;
 Section 23: All;
 Section 25: All;
 Section 27: NE/4.

Containing 5305.27 acres, more or less.

(Option Farmout Lands)

Township 29 North, Range 52 East, Mt. Diablo B&M

Lease 724489 Section 19: NE/4;
 Section 21: NE/4;

Lease 724488 Section 23: W/2;
 Section 27: All;
 Section 29: NE/4;
 Section 31: NE/4;
 Section 33: NE/4;
 Section 35: All.

Township 28 North, Range 52 East, Mt. Diablo B&M, Eureka
County, Nevada

Lease 724488 Section 1: N/2;
 Section 3: NE/4;
 Section 5: NE/4;
 Section 7: NE/4;
 Section 9: NE/4;
 Section 11: NE/4.

Containing 3,520 acres, more or less.

Subject to:

(a) Farmout and Option Farmout Agreement dated
_____, among Sun Operating Limited Partnership, acting

through Sun Exploration and Production Company, Reading & Bates Petroleum Co. and Foreland Corporation; and

(b) Landowner's royalty.

PART B: OPTION WELL OUTSIDE PROPERTY

Slagowski Property.

Oil and Gas Lease dated March 16, 1987, recorded in Book 156 at page 278, Eureka County, Nevada, from Slagowski Ranches, Inc., Lessor, to Foreland Corporation, Lessee, insofar as said lease covers the following described lands:

Township 28 North, Range 52 East, Mt. Diablo B&M

Section 8: W/2, S/2SE/4;
Section 16: W/2, SW/4SE/4;
Section 17: E/2, NW/4, NE/4SW/4;
Section 20: NE/4NE/4;
Section 21: NW/4, SE/4NE/4, W/2NE/4, N/2SE/4;
Section 22: N/2SW/4, SE/4;
Section 23: Lots 6, 7, 8, N/2SW/4, SE/4SW/4, W/2SE/4;
Section 24: Lots 7, 8, N/2SW/4.

Containing 2401.32 acres, more or less.

Subject to:

(a) Landowners' royalty of 12.5 percent.

Foreland Property.

1. Offer to Lease and Lease for Oil and Gas N-43112, dated effective May 1, 1986, recorded (as an attachment to an assignment) in Book 161 at page 296, Eureka County, Nevada, from the United States of America, Lessor, to A. E. Milner, Lessee, insofar as said lease covers the following described lands:

Township 28 North, Range 52 East, Mt. Diablo B&M

Section 13: W/2, W/2NE/4, SE/4;
Section 14: Lots 1 through 10, inclusive, SW/4NE/4, NW/4SE/4, N/2SW/4.

Containing 1115.80 acres, more or less.

Subject to:

- (a) Landowners' royalty of 12.5 percent;
- (b) Overriding royalty of 5 percent in favor of A. E. Milner; and
- (c) Drilling commitment within two years of Milner assignment.

2. Offer to Lease and Lease for Oil and Gas N-43780, dated effective August 1, 1986, recorded in Book ____ at page ____, from the United States of America, Lessor, to W. A. Besser, Lessee, insofar as said lease covers the following described lands:

Township 28 North, Range 52 East, Mt. Diablo B&M

Section 23: Lots 1 through 5, inclusive, SW/4NE/4, S/2NW/4;
Section 24: Lots 1 through 6, inclusive, and 9, 10, S/2NW/4, SW/4NE/4, NW/4SE/4.

Containing 774.29 acres, more or less.

Subject to:

- (a) Landowners' royalty of 12.5 percent;
- (b) Overriding royalty of 5 percent in favor of W. A. Besser; and
- (c) Drilling commitment within two years of Besser assignment.

3. Oil and Gas Lease dated February 10, 1987, recorded in Book 156 at page 287, Eureka County, Nevada, from Ballard Merrick, a/k/a Raymond Ballard Merrick and L. C. Elsie Merrick, husband and wife, Lessors, to Foreland Corporation, Lessee; and

Oil and Gas Lease dated February 17, 1987, recorded in Book 156 at page 290, Eureka County, Nevada, from Jerry Merrick (aka Jerry Allen Merrick) and Anita G. Merrick, husband and wife, Lessors, to Foreland Corporation, Lessee;

insofar as said leases cover the following described lands:

Township 28 North, Range 52 East, Mt. Diablo B&M

Section 14: S/2NW/4;

Section 15: N/2NW/4, SE/4NW/4, S/2NE/4.

Containing 280 acres, more or less.

Subject to:

- (a) Landowners' royalty of 12.5 percent.

Amoco Property.

Offer to Lease and Lease for Oil and Gas N-42868, dated effective March 1, 1986, recorded in Book 156 at page 452, Eureka County, Nevada, from the United States of America, Lessor, to Hobe, Inc., Lessee, insofar as said lease covers the following described lands:

Township 28 North, Range 52 East, Mt. Diablo B&M

Section 15: N/2NE/4, SW/4NW/4, S/2;

Section 22: N/2, S/2SW/4;

Section 27: All;

Section 34: W/2.

Containing 1800 acres, more or less.

Subject to:

(a) Farmout Agreement dated _____, by and between Amoco Production Company and Foreland Corporation; and

- (b) Landowner's royalty.

EXHIBIT B
TO DEFAULT JUDGMENT

All lands located in Elko and Eureka Counties, Nevada:

Area of Mutual Interest:

Township 28 North, Range 52 East, Mt. Diablo B&M

Sections 1-7, 9-12, 18, 19, and 25-36;
Section 8: NE/4, N/2SE/4;
Section 13: E/2NE/4;
Section 15: N/2NE/4;
Section 16: NE/4, N/2SE/4, SE/4SE/4;
Section 17: W/2SW/4, SE/4SW/4;
Section 20: W/2, W/2E/2, SE/4NE/4, E/2SE/4;
Section 21: SW/4, S/2SE/4.

Township 29 North, Range 52 East, Mt. Diablo B&M

All.

Township 30 North, Range 52 East, Mt. Diablo B&M

All.

Township 27 North, Range 52 East, Mt. Diablo B&M

Sections 1-6.

Township 31 North, Range 52 East, Mt. Diablo B&M

Sections 13-36.

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Woodburn, Wedge & Jeppson

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER

FILE NO. FEE \$22.00

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