

153658

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made and entered into as of the 15th day of July, 1994, by and between RUD CATTLE COMPANY, a California corporation, (hereafter "Grantor"), and EZRA C. LUND AHL, INC., a Utah corporation of 710 North 600 West, Logan, Utah, (hereafter "Grantee"),

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to them in hand paid by the said Grantee, and other good and valuable consideration, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, warrant and convey unto the said Grantee, Ezra C. Lundahl, Inc., a Utah corporation, and to its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

Parcel 1:

The land situated in the County of Eureka, State of Nevada, and described as follows:

Township 24 North, Range 52 East, M.D.B.&M. Section 1: S1/4NE1/4; NE1/4SE1/4

Township 24 North, Range 53 East, M.D.B.&M.

Section 6: S1/4NE1/4; SE1/4NW1/4; Lots 4 and 5 of NW1/4; E1/2SW1/4; Lot 7 of SW1/4; SE1/4 Section 7: N1/2NE1/4; NE1/4NW1/4; Lot 1 of NW1/4

Parcel 2:

Township 24 North, Range 53 East, M.D.B.&M. Section 6: Lot 6

Parcel 3:

Township 24 North, Range 53 East, M.D.B.&M. Section 7: Lot 2; SW1/4NE1/4; SE1/4NW1/4 AP#6-330-04

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TOGETHER WITH:

(1) All improvements situate on any of said parcels, including but not limited to an attached mobile home;

(ii) All fixtures, feed, growing crops, irrigation equipment, irrigation pipe and pumps; also including all wells, gated pipe, pipe and valves;

(iii) All dams, ditches, canals, pipe lines, reservoirs, and all other means for the diversion or use of waters appurtenant to said property or any part thereof, or used or enjoyed in connection therewith;

(iv) The tenements, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

(v) The water rights described in the following applications and proofs of appropriation as filed with the State Engineer of Nevada, including but not limited to the Big Shipley Spring and artesian well, the Indian Camp Springs, and all other wells:

Certificates of Appropriation of Water

Application No.	Cert. No.	Book	Page
50581	12378	42	12378
50582	12379	42	12379
5311	938	4	938
5312	965	4	965
7247	1195	5	1195
5314	966	4	966
6254	1409	5	1409
5769	939	4	939
2437	174	3	174
6584	1518	6	1518
4273	964	4	964
37933	11470	39	11470
37934	12063	41	12063
37935	12064	41	12064
9879	2549	8	2549
37931 (Amended)			
37932 (Amended)			
37936 (Amended)			
37937 (Amended)			
57837			
5313			

(xi) Any and all licenses and other rights of occupancy or use, permits, authorizations or other approvals that are in effect as of the date of this document or that were in effect

(x) All right, title and interest in that oil and gas Lease dated May 3, 1993 between Daniel H. Russell and Roberta A. Russell, as Lessor, and Foreland Corporation, as Lessee, and recorded as Filing No. 145314 in Book 247 at Page 139 of the office of the Recorder of Elko County, Nevada so far as said Oil and Gas Lease includes any of the real property described herein;

(ix) All personal property, furnishings and appliances located within the homes or other improvements located on the above-described real property;

(viii) All of Grantor's preference for grazing on the public lands in the Elko and Battle Mountain Districts, Nevada, based on the land conveyed herein, subject to BLM approval, and subject to the existing BLM grazing systems, rules and regulations;

(vii) All of Grantor's interest in range and other improvements on public lands in the BLM Allotment and/or USFS grazing rights with supporting permits, licenses and Cooperative Agreements based on the land conveyed herein; also including all BLM active and suspended grazing rights and privileges based on the land conveyed herein;

(vi) All of Grantor's right, title and interest in and to any oil, gas, geothermal rights, minerals and mineral rights of every name and nature situate on, within or beneath the above-described real property, or held in conjunction with said property;

all as from time to time amended and all other water and rights appurtenant to or used in connection with any or all of the above-described real property conveyed herein or appurtenant to or used in connection with range rights and other improvements on public lands in the BLM Allotment and/or USFS grazing rights conveyed herein; See Exhibit "A" attached and incorporated by reference.

02658	01/22/69
03289	01/15/80
03290	01/15/80

Filing Serial No.                      Date Filed

Proofs of Appropriation

as of June 20, 1994 in connection with the ownership, use or occupancy of the real or personal property described herein.

This conveyance is free and clear of all liens, encumbrances and other interests against the real and personal property described herein, except as otherwise specifically disclosed to grantee pursuant to an unrecorded Agreement for Purchase and Sale of Property dated June 20, 1993 between Grantor and Grantee ("Permitted Exceptions").

Grantor warrants marketable fee title ownership in and to all of the real and personal property described herein, free and clear of all liens, encumbrances, easements, assessments, restrictions and tenancies, whether recorded or unrecorded, except permitted Exceptions. Grantor warrants that all water and water rights being used on the real property described herein or with the range stock rights have been properly appropriated or adjudicated and are transferred hereby and are not subject to any claims by private third parties, governmental entities or agencies or any Indian tribes or reservations.

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

IN WITNESS WHEREOF, the said Grantor has set its hand as of the day and year first hereinabove written.

**GRANTOR:**

RJD CATTLE COMPANY,  
a California Corporation

ATTEST:

By *Donna H. Russell* President  
*Robert A. Russell* Secretary

STATE OF Nevada )  
County of Elko )  
: ss.

On the 15th day of July, 1994, personally appeared before me Donna H. Russell and Robert A. Russell, who, being by me duly sworn, did say that they are the President and Secretary respectively of RJD CATTLE COMPANY, and that the said instrument

COPY

wpd/hhb/1/rjd.gbs  
N-2463.050

APN# 6-330-04

Ezra C. Lundahl, Inc.  
710 North 600 West  
Logan, Utah 84321

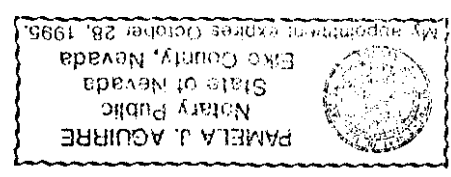
Mailing Address for Grantee:

Commission Expires:

Residing at:

NOTARY PUBLIC

*[Handwritten Signature]*

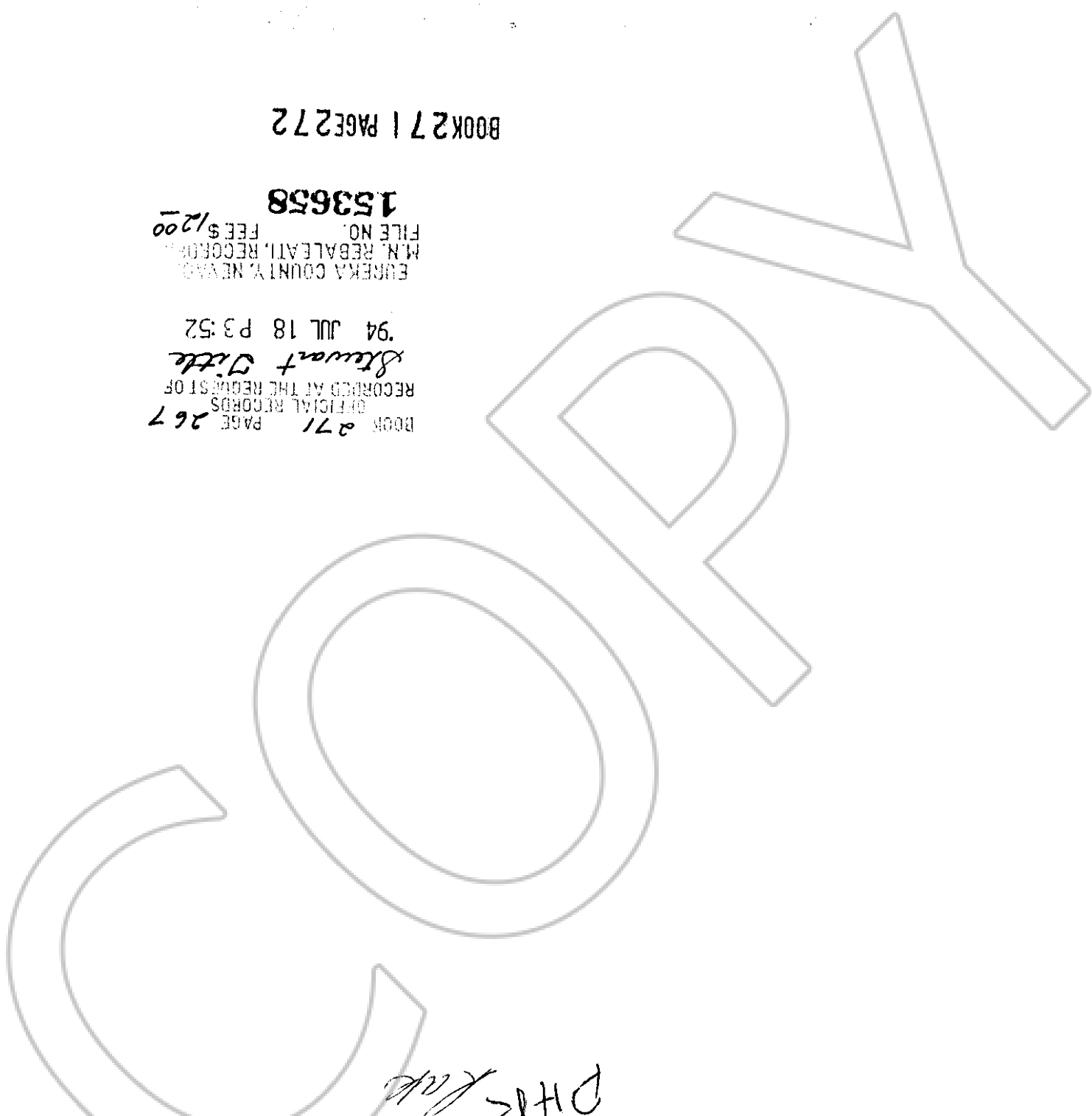


was signed in behalf of said corporation by authority of a resolution of the Board of Directors or its By-Laws, and the aforesaid officers acknowledged to me that said corporation executed the same.

Additional water rights, with State Engineer's Claim Number  
or BLM number:

04473; 04478; 0110; 0146; 0164; NI-R-828, 1189; 1224;  
NI-R-867; NI-R-575; 0493; NI-4; NI-4-189; 0532; 1237.

*DHR file*



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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Dittie*  
94 JUL 18 P 3:52

EUREKA COUNTY, NEVADA  
M.N. REBATE/RECORDS  
FILE NO. 1200  
153658

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**DECLARATION OF VALUE**

Recording Date 7-18-94 Book 271 Page 267-272 Instrument # 153658

Full Value of Property Interest Conveyed	\$	290,841.00
Less Assumed Liens & Encumbrances	.	
Taxable Value (NRS 375.010, Section 4)	\$	290,841.00
Real Property Transfer Tax Due	\$	378.30

If exempt, state reason. NRS 375.090, Section 4

Explain: \_\_\_\_\_

**INDIVIDUAL**

Under penalty of perjury, I hereby declare that the above statements are correct.

Signature of Declarant \_\_\_\_\_  
 Name (Please Print) \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ESCROW HOLDER**

Under penalty of perjury, I hereby declare that the above statements are correct to the best of my knowledge based upon the information available to me in the documents contained in the escrow file.

Signature of Declarant \_\_\_\_\_  
 Name (Please Print) PAM AGUIRRE  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Escrow Number \_\_\_\_\_  
 Firm Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tax paid for the above transfer on \_\_\_\_\_  
 per NRS 375.030, Section 3. July 18<sup>th</sup> 1994

Signature of Recorder or Representative \_\_\_\_\_  
Debra A. Etrogary