

171904

Noted to
David S.A. Stine
8175 S. Virginia St #850-357
Reno. NV 89511

**GRANT, BARGAIN, AND SALE DEED,
AND RIGHT OF FIRST REFUSAL**

THIS AGREEMENT is made and entered into this 1st day of February, 1999, by and between **WILBUR E. BLACK and MARLENE BLACK**, Husband and Wife, of the County of Eureka, State of Nevada, (hereinafter referred to as the "Blacks"), and **DAVID S.A. STINE and RAMONA WU STINE**, Husband and Wife, of the County of WASHOE, State of Nevada, (hereinafter referred to as the "Stines").

WITNESSETH:

That the Blacks, their successors and assigns, 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 Stines, and the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency, adequacy, and receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to the Stines, their successors and assigns, fifty percent (50%) of any and all mineral rights owned by the Blacks lying on, in, or over all those certain lots, pieces, parcels of land, or real property situated in the County of Eureka, state of Nevada, more particularly described as follows, to-wit:

Ⓢ The real property situated in Section 20, Township 20 North, Range 53 East, Mount Diablo Base and Meridian, and further described as Assessor's Parcel 7-340-04 (Deed 71-305), comprising approximately 661.4 acres, and further described in EXHIBIT "A" attached hereto and incorporated herein by this reference.

TOGETHER with an express reservation by the Blacks of the remaining fifty percent (50%) of mineral rights.

TOGETHER with an express Right of First Refusal granted to the Stines by the Blacks, their heirs, successors, and assigns, for the fifty percent (50%) mineral rights reserved by the Blacks. Any reasonable good faith offer made by or to a third party to acquire, grant, assign, purchase, lease, or rent all or part of the reserved mineral rights shall be forwarded to the Stines, in writing, outlining the terms therein. The Stines, their heirs, successors, or assigns, shall have thirty (30) days from the date of actual receipt of said written offer to submit a written offer containing terms no less favorable than these reasonably offered by or to the third party. To be considered a valid, good faith offer by or to a third party, said offer must be in writing and be reasonable. This grant of a right of first refusal shall in no way force or bind the Stines to submit a competing offer within the thirty (30) day period if the Stines wish not to do so.

Consideration for this right of first refusal is inclusive in and part of that consideration memorialized hereinabove.

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This agreement shall inure to the benefit of and be binding upon the undersigned parties, their heirs, successors, and assigns.

This agreement shall be governed by the Laws of the State of Nevada and it is expressly understood that time is of the essence in the agreement.

DATED: Feb 08, 1999.

Wilbur E. Black
WILBUR E. BLACK
Marlene Black
MARLENE BLACK

DATED: 01 February, 1999.

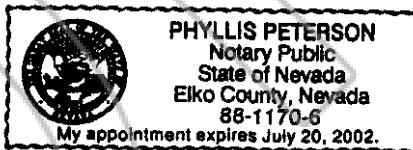
David S. A. Stine
DAVID S. A. STINE
Ramona Wu Stine
RAMONA WU STINE

STATE OF NEVADA)
)
) :ss.
COUNTY OF Elko)

On the 8th day of February, 1999, personally appeared before me, a Notary Public, WILBUR E. BLACK and MARLENE BLACK, who acknowledged to me that they executed the foregoing instrument freely and voluntarily and for the uses and purposes therein contained.

Phyllis Peterson
NOTARY PUBLIC

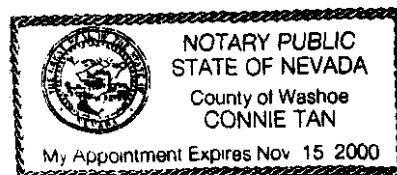
STATE OF NEVADA)
)
) :ss.
COUNTY OF WASHOE)



On the 1st day of February, 1999, personally appeared before me, a Notary Public, DAVID S. A. STINE and RAMONA WU STINE, who acknowledged to me that they executed the foregoing instrument freely and voluntarily and for the uses and purposes therein contained.

Connie Tan
NOTARY PUBLIC

Document Prepared by:
Matthew G. Huntley, Esq.
Attorney-at-Law
121 California Avenue
Reno, Nevada 89509



TOWNSHIP 20 NORTH, RANGE 53 EAST, MDBLM

Section 20: Lots 1, 2, 3, 4, 5, 6, 7, 8,
9, 10, 11, 12, 13 and 14;
SW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

TOGETHER WITH all improvements situate thereon.

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

BOOK 325 PAGE 409
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
99 FEB 10 PM 3:40

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 9.00

171904

EXHIBIT A BOOK 325 PAGE 411