

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Julian Tomera Ranches, Inc.
Stone House Division
HC 65-11
Carlin, NV 89822

174376

RPTT: \$1.30
ORDER NO. 00010274
ESCROW NO. 20689-501JWN

APN# 04-390-14

GRANT BARGAIN AND SALE DEED

THIS INDENTURE, made this 5th day of April 2000, ~~1999~~ by and between NEVADA LAND & RESOURCE COMPANY, LLC, a Delaware limited liability company whose address is 3264 Goni Road, Suite 153, Carson City, Nevada, 89706-7925, hereafter referred as "GRANTOR," and JULIAN TOMERA RANCHES, INC., STONE HOUSE DIVISION, a Nevada Corporation, whose address is HC 65-11, Carlin, Nevada 89822, hereafter referred as "GRANTEE,"

WITNESSETH: That the GRANTOR, in consideration for the sum of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell to GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest in and to that certain real property situated in Eureka County, State of Nevada, and more particularly described as follows:

Township 32 North, Range 52 East, M.D.B&M.

**Section 33: Lots 1 through 12, inclusive
(Elko and Eureka County)**

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

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the said GRANTEE, and to GRANTEE's heirs, and successors and assigns forever.

RESERVING UNTO GRANTOR an easement for ingress and egress over the above-described real property, over existing trails, tracks and roadways for purposes of accessing interests or properties owned or retained by GRANTOR.

GRANTOR RESERVES to itself the exclusive right and privilege to enter on the property for the purposes of exploration and prospecting for the development, extraction, mining, production, removal and sale of all minerals, mineral substances, metals, ore-bearing materials and rocks of every kind, except sand and gravel. The mineral estate and rights reserved to Grantor include all of the right, title and interest to minerals in, on or under the property, including, but not limited to, the surface and subsurface of the property, all minerals, mineral elements and compounds and ores, together with all easements and rights-of-way reserved or granted in, on or under the property, together with any and all lodes, veins and mineral deposits extending from or into or contained in the property. The term "minerals" shall include all mineral elements and compounds including by way of example and not by limitation, all barite, copper, gold, iron, silver and other metals, whether the same are presently known to exist on the property or are subsequently discovered on the property, and regardless of the method of extraction, mining or processing of the same (whether open pit or strip mining, underground mining, surface or subsurface leaching) whether presently or subsequently employed, invented, or developed. Grantor reserves to itself the rights of egress and ingress to and from the property for any and all purposes related to the mineral estate reserved to Grantor. Grantor shall conduct all of its activities in accordance with all applicable laws, regulations, and ordinances, and shall defend, indemnify and hold Grantee from and against all actions, claims, damages and losses resulting from Grantor's exercise of the rights appurtenant to its reserved mineral estate. Grantor shall compensate Grantee for surface damages resulting from Grantor's activities related to

Grantor's reserved mineral estate. If Grantee and Grantor are unable to mutually determine the damages resulting to the surface, such damages shall be determined by a mutually acceptable independent appraiser who shall determine the fair market value of the surface damaged as a result of Grantor's activities.

IN WITNESS WHEREOF, the GRANTOR has executed this conveyance the day and year first above written.

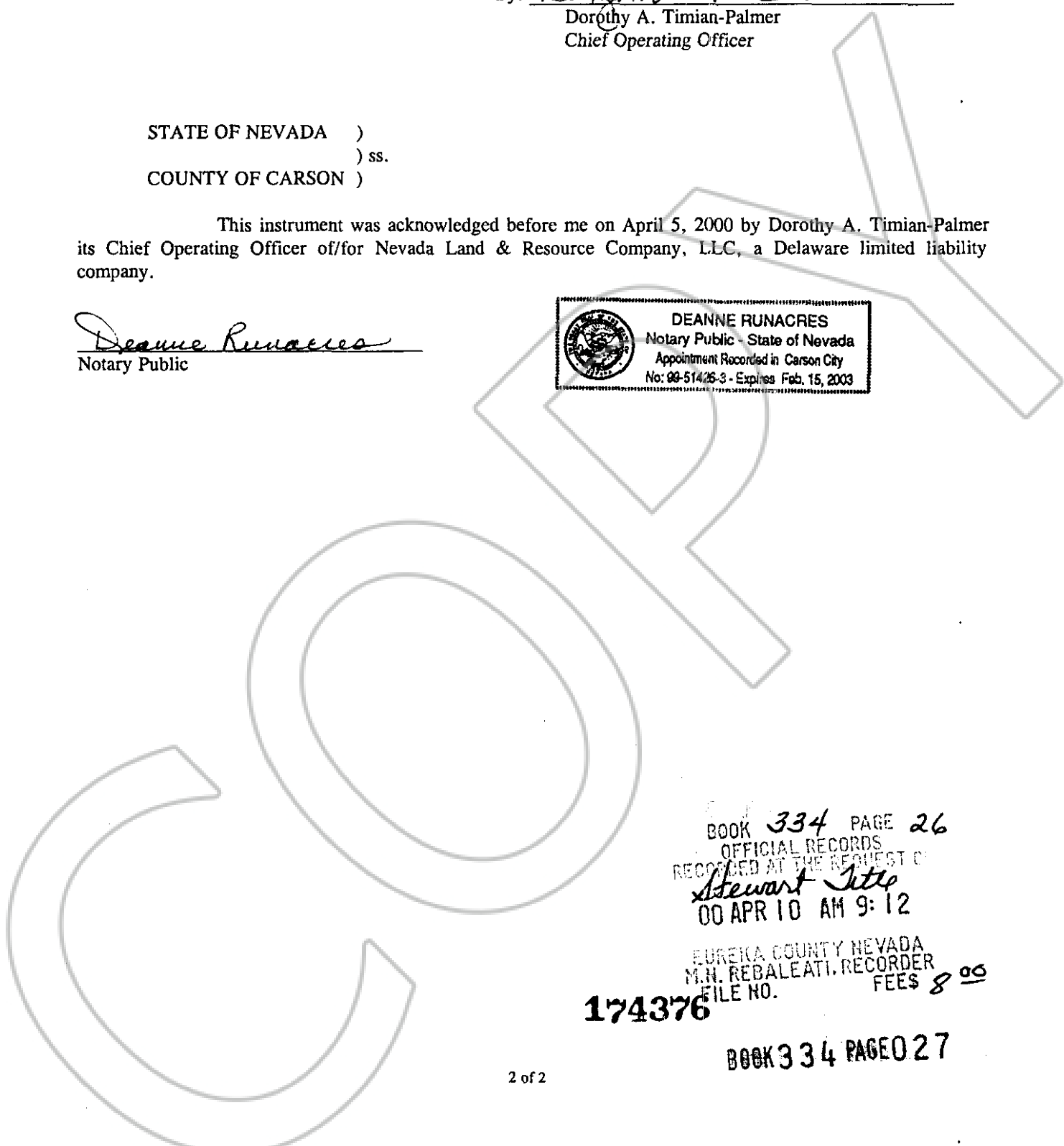
NEVADA LAND & RESOURCE COMPANY, LLC, A
DELAWARE LIMITED LIABILITY COMPANY

By: *Dorothy A. Timian-Palmer*
Dorothy A. Timian-Palmer
Chief Operating Officer

STATE OF NEVADA)
) ss.
COUNTY OF CARSON)

This instrument was acknowledged before me on April 5, 2000 by Dorothy A. Timian-Palmer its Chief Operating Officer of/for Nevada Land & Resource Company, LLC, a Delaware limited liability company.

Deanne Runacres
Notary Public



BOOK 334 PAGE 26
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
00 APR 10 AM 9:12

EUREKA COUNTY NEVADA
M.H. REBALEATI, RECORDER
FILE NO. 174376 FEES \$ 8⁰⁰

BOOK 334 PAGE 027

State of Nevada Declaration of Value

1. Assessor Parcel Number(s)

- a) 04-390-14
- b)
- c)
- d)

2. Type of Property:

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg.
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: 174376
Book: 334 Page: 26-27
Date of Recording: 4-10-00
Notes: _____

3. Total Value/Sales Price of Property:

\$ 897.30

Deduct Assumed Liens and/or Encumbrances: (-0-)

(Provide recording information: Doc/Instrument #: _____ Book: _____ Page: _____)

Transfer Tax Value per NRS 375.010, Section 2: \$ 897.30

Real Property Transfer Tax Due: \$ 1.30

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exception, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1-1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

Seller Signature: Dorothy A. Timian
Print Name: Dorothy A. Timian - Palmer
Address: 3264 Goni Rd. Ste 153
City: Carson City
State: NV Zip: 89706
Telephone: (775) 885-5000
Capacity: Chief operating officer

BUYER (GRANTEE) INFORMATION

Buyer Signature: _____
Print Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: () _____
Capacity: _____

COMPANY REQUESTING RECORDING

Co. Name: Western Title Company, Inc. Esc. #: 00020689-501-JWN/00010274

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

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SELLER (GRANTOR) INFORMATION

Seller Signature: _____
 Print Name: _____
 Address: _____
 City: _____
 State: _____ Zip: _____
 Telephone (____) _____
 Capacity: _____

*** BUYER (GRANTEE) INFORMATION**

Buyer Signature: Thomas J. Tomera Pres.
 Print Name: Thomas J. Tomera
 Address: Stonehouse Ranch HC 65-11
 City: Carlin
 State: Nev. Zip: 89822
 Telephone (775) 754-2333
 Capacity: Pres.

COMPANY REQUESTING RECORDING

Co. Name: Western Title Company, Inc. Esc. #: 00020689-501-JWN/00010274

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