

175595

APN 007-370-37

DEED

THIS INDENTURE, made this 2nd day of November, 2000, by and between CHARLES C. ARMUT JR., a married man dealing with his sole and separate property, party of the first part, and RUEHILL RANCH, LLC, a Nevada Limited Liability Company, party of the second part;

WITNESSETH:

That the party of the first part, for good and valuable consideration, to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto the party of the second part, and to its successors and assigns, forever, all that certain property situate in the County of Eureka, State of Nevada, more particularly described as follows:

PARCEL 1:

Township 20 North, Range 53 East, MDB&M.

Section 28: Northwest ¼ of the Northwest ¼

PARCEL 2:

Township 20 North, Range 53 East, MDB&M.

Section 21: Lots 5, 6, 12, 13, 14 and 15

EXCEPTING HEREFROM the following described parcel which has been deeded to HALAN G. GILES, an unmarried man, by Deed recorded January 22, 1990, in Book 207, Page 204, Official Records, Eureka County, Nevada; said parcel being described as follows:

Parcel No. B8 shown on Parcel Map for NORBERT J. and EILEEN B. WALTER, filed in the Office of the County Recorder of Eureka County as File No. 129537, located in a portion of Lot 3, Section 21, Township 20 North, Range 53 East MDB&M.

-1-

ROSS P. EARDLEY

ATTORNEY AT LAW
469 IDAHO STREET
ELKO, NEVADA 89801

TELEPHONE (775) 738-4046 • FAX (775) 738-6286

BOOK 338 PAGE 571

FURTHER EXCEPTING THEREFROM the following described parcel which is under a "Contract of Sale" to BRINKLEY H. HASTINGS, an unmarried man, by Notice of Contract of Sale and Escrow recorded January 22, 1990, in Book 207, Page 2, Official Records, Eureka County, Nevada; said parcel being described as follows:

Parcel No. As shown on Parcel Map for NORBERT J. and EILEEN B. WALTER, filed in the Office of the County Recorder of Eureka County as File No. 129537, located in a portion of Lot 4, Section 21, Township 20 North, Range 53 East, MDB&M.

FURTHER EXCEPTING THEREFROM, all oil and gas in said land as reserved by the United States of America in Patent recorded September 21, 1964, in Book 1, Page 582, Official Records, Eureka County, Nevada.

Township 20 North, Range 53 East, MDB&M.

Section: 28: That portion of Lots 1 and 7 lying southwesterly of the southwesterly boundary of Nevada State Highway 278 as it presently exists;
All of Lots 2, 3, 4, 5 and 6

EXCEPTING HEREFROM, all the oil and gas in said land as reserved by the United States of America in Patent recorded December 30, 1965, in Book 9, Page 422, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING from all of Parcel 2, one-half of all mineral rights, oil or gas lying in or over said land as reserved by EDWIN C. BISHOP and LETA B. BISHOP in Deed recorded August 23, 1978, in Book 65, Page 317, Official Records, Eureka County, Nevada.

TOGETHER with any and all mineral rights, oil or gas lying in or over said land as previously reserved by IVAN L. SMART.

PARCEL 3:

TOGETHER with a non-exclusive easement for ingress to and egress from an existing irrigation well located on Government Lot 11, being a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 28, Township 20 North, Range 53 East MDB&M. Said easement shall encompass an area of 100 feet in radius around said well.

TOGETHER with all buildings and improvements thereon.

TOGETHER with any water rights specifically appurtenant to or incident to the lands herein conveyed.

TOGETHER with the fixtures and equipment set forth in Exhibit "A" attached hereto and incorporated herein by reference.

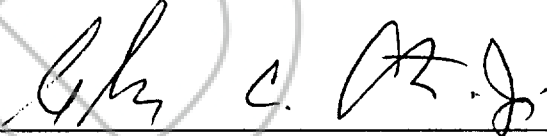
TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof.

SUBJECT to taxes and assessments, reservations, exceptions, easements, rights of way limitations, covenants, conditions, restrictions, terms, liens, charges and encumbrances affecting the property of record.

SUBJECT to existing Deed of Trust, Fixture Filing and Security Agreement executed by John A. Gourley and William Crane, as Grantors, to First American Title Company of Nevada, as Trustee, for Ivan L. Smart, a married man, as Beneficiary; which Deed of Trust, Fixture Filing and Security Agreement is recorded on September 12, 1996, in Book 300 of Official Records, Page 361, Eureka County Recorder's Office, Eureka, Nevada, as Document Number 164531.

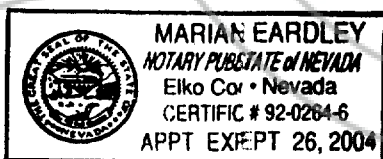
TO HAVE AND TO HOLD said property and premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns, forever.

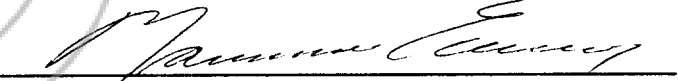
IN WITNESS WHEREOF, the party of the first part has hereunto set his hand the day and year first above written.


CHARLES C. ARMUTH, JR.

STATE OF NEVADA
COUNTY OF ELKO SS.

This instrument was acknowledged before me on November 2, 2000, by
CHARLES C. ARMUTH JR.




NOTARY PUBLIC

Grantee's Address:
19 W. Hannum Blvd.
Saginaw, Michigan 402

EXHIBIT "A"

FIXTURES AND EQUIPMENT

TWO (2) LINSEY PIVOTS

TWO (2) VAEY PIVOT IRRIGATORS

FOUR (4) ECTRIC IRRIGATION MOTORS

BOOK *338* PAGE *571*
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Ross P. Cardley, atty
00 NOV -9 AM 11:37
EUREKA COUNTY NEVADA
M.H. REBALEATI, RECORDER
FILE NO. FEES *10.00*

175595

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State of Nevada
Declaration of Value

1. Assessor Parcel Num(s)

- a) 007-70-37
b) _____
c) _____
d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # 175595
Book 338 Page 571
Date of Recording: 11-9-00
Notes: _____

2. Type of Property:

- a) ☐ Vacant b) ☐ Single Fam.Res.
c) ☐ Condomnse d) ☐ 2-4 Plex
e) ☐ Apt. E f) ☐ Comm'l/Ind'l
g) ☒ Agricul h) ☐ Mobile Home
i) ☐ Other _____

3. Total Value/Sales Price Property:

\$ 189,000.00

Deduct Assumed Liens/or Encumbrances:

(222,837.00)

(Provide record information: Doc/Instrument #: 164531 Book: 300 Page: 361)

Transfer Tax Value per S 375.010, Section 2:

\$ 0.00

Real Property Transfer Due:

\$ 0.00

4. If Exemption Claimed:

a. Transfer Tax mption, per NRS 375.090, Section: _____

b. Explain Reason Exemption: _____

5. Partial Interest: Percentage being transferred: _____%

The undersigned Se (Grantor)/Buyer(Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.010, that the information provided is correct to the best of their information and belief, and can be supported by documents if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any eld exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest: 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any litional amount owed.

SELLER (GRANTOR) INFORMATION

Seller Signature: [Signature]
Print Name: CHARLES C. ARMUTH, JR.
Address: 1262 HUNNAH DRIVE
City: ELKO
State: NEVADA
Telephone: (775) 38-7369
Capacity: _____

BUYER (GRANTEE) INFORMATION

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

COMPANY REQUESTING RECORDING

Co. Name: _____ Esc. #: _____

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