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FILE NO. 81754

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CHARLES F. COOK, ET UX

TO

HARRY E. WEBB, ET UX

AGREEMENT AND CONTRACT
CONCERNING GRANT OF
REAL PROPERTY

THIS AGREEMENT is entered into by and between CHARLES F. COOK and DANIEL E. COOK, his wife, of the County of Los Angeles, State of California, hereinafter referred to as the Parties of the First Part; and HARRY E. WEBB and CATHERINE WEBB, his wife, of the City of Los Angeles, County of Los Angeles, State of California, and formerly of the County of Elko, State of Nevada, hereinafter referred to as the Parties of the Second Part:

WITNESSETH:

WHEREAS, on or at August 15th, 1942, the Parties of the Second Part did sell, and agree to sell to the said Charles F. Cook, of the Parties of the First Part, all those certain lots, pieces or parcels of land situated, lying and being in the County of Elko, State of Nevada, bounded particularly described as follows, to-wit:

All Sections 23, 24, 25, 33 and 35, and the Southeast Quarter (SE $\frac{1}{4}$) of Section 14, in Township Thirty-one (31) North, Range Fifty-two (52) East, Mount Diablo Base and Meridian, containing 3360 acres, more or less, according to the official Plat of the Survey of the said land and

WHEREAS, by warranty deed dated August 15th, 1942, the Parties of the Second Part granted and conveyed and intended to grant and convey to the said Charles F. Cook, the said lands aforesaid and the whole thereof; said warranty deed being the same as was recorded September 5, 1942, in Book 51, pages 521 to 522, of Deeds, Records of said Elko County, Nevada; and

WHEREAS, on August 6th, 1942, and in connection with the conveyance of said lands, aforesaid, a certain contract was made and entered into by and between the parties to this agreement, wherein and whereby it was agreed that the Parties of the First Part would contract with the Parties of the Second Part concerning any net profit or profits the Parties of the First Part might receive from the sale, leasing or operation of all minerals, or mineral rights then on or under said lands, or thereafter discovered on or under said lands; and

WHEREAS, it is the desire and intention of the parties hereto to re-affirm the grant formerly made, as mentioned, and to provide by contract for the receipt by the Parties of the Second Part of their share of such net profits, as aforesaid:

NOW, THEREFORE, it is agreed and understood by and between the parties hereto, as follows:

Elko County
misc BK 1299 554

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SEAL
Affixed

Parties of the Second Part do hereby re-affirm their previous grant, and do by the presents, grant, bargain, sell, convey and confirm unto the Parties of the First Part and to their heirs, and assigns forever, all that certain lots, places or parcels and situated, lying and being in the County of Elko, State of Nevada, and bounded particularly described as follows, to-wit:

All of Sections 23, 24, 25, 33 and 35, and the Southeast Quarter (SE¹/₄) of Section 24, in Township Thirty-one (31) North, Range Fifty-two (52) East, Mount Diablo Base and Meridian, containing 3360 acres, more or less, according to the Official Plat of the Survey of the said lands;

together with any and all water rights pertaining to, in or under said lands, and the whole thereof; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder, remainders, rents, issues and profits thereof.

HAVE AND TO HOLD, to the said Parties of the First Part, their heirs and assigns ever; and the said Parties of the Second Part do hereby covenant with the said Parties of the First Part, and their legal representatives, that the said real estate is free from incumbrances; that they have good right and lawful authority to sell the same to said Parties of the First Part; and that they will, and their heirs, executors and administrators shall warrant and defend the title to said premises against the just and lawful claims and demands of all persons whomsoever.

IS FURTHER COVENANTED AND AGREED, that the Parties of the Second Part, their heirs, successors or assigns, shall be entitled to receive from the Parties of the First Part, their heirs, successors or assigns, forty-nine per cent (49%) of the net profit or profitant the Parties of the First Part, their heirs, successors or assigns, may receive from any sale, lease or from any operation of any part or all of the minerals, mineral rights, at, upon or under the said lands, aforementioned, and the whole thereof. It is expressly understood and agreed that the Parties of the Second Part, their heirs, successors or assigns, shall have no right, license or easement to enter upon said lands for the purpose of removing any minerals therefrom, and shall have no right to mine, or to lease, or to in any manner operate, or mine, or ~~excavate for mining~~, or any mine deposit in, upon or under said lands; it being expressly understood and agreed that this provision shall not be, and it is not intended to be, a reservation by, or a conveyance, the Parties of the Second Part, or to create in them or either of them, any estate or to the fee in said lands, or any thereof. The Parties of the First Part, their heirs, successors and assigns shall have full and complete ownership and control in, to sever all minerals and mineral rights in, upon or under the said lands, and the whole thereof, with sole right and power to sell, lease or to operate the same, subject only to the right in the Parties of the Second Part to receive from the Parties of the First Part the said forty-nine per cent (49%) of the net profit or profits that may result from such sale, leasing or operation of said minerals or mineral rights, as aforesaid.

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

WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this 30th day of August, 1943.

CHARLES F. COOK

LAUREL E. COOK

PARTIES OF THE FIRST PART

HARRY E. WEBB

CATHERINE WEBB
PARTIES OF THE SECOND PART

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

this 30th day of August, 1943, before me the undersigned, a Notary Public in and for a County and State, personally appeared CHARLES F. COOK and LAUREL E. COOK, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

A D

DAILEY S. STAFFORD
Notary Public in and for the County
of Los Angeles, State of California.
My Commission Expires Oct. 16, 1945

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

this 30th day of August, 1943, before me the undersigned, a Notary Public in and for a County and State, personally appeared HARRY E. WEBB and CATHERINE WEBB, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this

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S E A L

Certificate first above written.

DAILEY S. STAFFORD
Notary Public in and for the County
of Los Angeles, State of California.
My Commission Expires Oct. 16, 1945

Filed for record at request of Charles P. Cook on the 1 day of Sept. 1943 at 9:05 o'clock
A.M.

Gertrude M. Williams, County Recorder

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
V. J. Neuhaus Proprietor
02 MAR -6 PM 1:

ELKO COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FE 16.00

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CERTIFICATION OF COPY
STATE OF NEVADA)

COUNTY OF ELKO) SS.
I, JERRY D. REYNOLDS, the duly elected and
qualified Recorder of Elko County, in the State of
Nevada, do hereby certify that this is a true, full
and correct copy of the instrument now on record
in this office. IN WITNESS WHEREOF, I have
hereunto set my hand and affixed the seal of my
office, in Elko, Nevada this

4th day of March A.D. 2002
JERRY D. REYNOLDS, COUNTY RECORDER
By *Becky Jensen Deputy*
(SEAL)