

**181723**

APN 07-200-46

Send Tax Statements <sup>Mail to d</sup> grantees:

Eureka Properties, LL

P.O. Box 920

Lake Oswego, Oregon 97034

Grantor's Address:

Kenneth N. Stenton

**DEED**

THIS INDENTURE, made this 30<sup>th</sup> day of April, 2003, by and between KENNETH N. STENTON a married man dealing with his sole and separate property, Grantor, and EUREKA PROPERTIES, LLC, a Nevada Limited Liability Company, Grantee;

**WITNESSETH:**

That the Grantor, for good and valuable consideration, to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto the Grantee, 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 NORTH, RANGE 53 EAST, MDB&M.**

Section 17: 1/2

**Parcel 2****TOWNSHIP NORTH, RANGE 53 EAST, MDB&M.**

Section 17: 1/2

EXCEPTING HEREFROM Parcel A as shown on that certain Parcel Map for the Estate of Florence M. Stenton, filed in the Office of the County Recorder of Eureka County, State of Nevada, on January 19, 1990, as File

**ROSS P. EARDLEY**ATTORNEY AT LAW  
469 IDAHO STREET  
ELKO, NEVADA 89801

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

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Number 1310, being a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 17, Township 21 North, Range 53 East, MDB&M.

Parcel 3

Parcel A as shown on that certain Parcel Map for the Estate of Florence M. Stenton, filed the Office of the County Recorder of Eureka County, State of Nevada, January 19, 1990, as File Number 131085, being a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 17, Township 21 North, Range 53 East, MDB&M.

EXCEPTING FROM Parcels 1, 2 and 3 all oil, gas, potash and sodium lying in and under d land as reserved in Patents by the UNITED STATES OF AMERICA, recorded May 6, 1965, in Book 7, Pages 229 and 230, Official Records, Eureka County, Nevada.

SUBJECT to exceptions, reservations, restrictions, restrictive covenants, assessments, rights and rights of way of record in connection with any or all of the above parcels.

TOGETHER with all mineral rights owned by the Grantor, if any, in connection with any or all of the above parcels.

TOGETHER with all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stockwatering, domestic or any other use, in connection with any or all of the above parcels.

TOGETHER with any and all buildings and improvements situate on any or all of the above parcels.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, in connection with any or all of the above parcels.

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

RESERVING HOWEVER, to the Grantor, KENNETH N. STENTON (herein referred to as "Stenton"), a right first refusal to purchase the above described property in the event the Grantee, EUREKA PROPERTIES, LLC (herein referred to as "Eureka"), desires to sell the same. Said right of first refusal upon the following terms and conditions:

1. Eureka hereby gives and grants unto Stenton the right of first refusal to purchase the above described property, or any part thereof, in the event Eureka should desire to sell the same. Upon any such proposed sale,

Eureka shall notify Stenton in writing of the proposed terms and conditions said sale, such writing to include a copy of the proposed sale agreement and/or similar documents, and Stenton shall have thirty (30) days after receipt of said Notice to accept or reject said offer of sale, which acceptance shall be by written notice to Eureka. If Stenton does not accept said offer within said thirty (30) days, said offer shall be deemed automatically rejected, and Eureka may sell that specific said property to the third person or entity upon the same terms and conditions as set forth in the offer. In determining what is the same or equal or more favorable terms and conditions, the parties shall consider the "net return" to Eureka taking into consideration such things as real estate commissions and closing costs.

2. If a sale does not take place to a third party or entity on the stated terms and conditions, or said terms and conditions of sale are in any way changed, amended or deviate from the original offer, then Eureka must again give Stenton notice of the new terms and conditions, which notice shall include a copy of the proposed sale agreement and/or similar documents, and Stenton shall have the right of first refusal to the new offer set forth above.
3. The notice herein referred to shall be in writing and either served personally upon the other party or the designated representative of the other party or mailed to said party or the designated representative of said party overnight express mail, return receipt requested, at said party's or designated representative of said party's address as specified in this document. Notice of the offer of sale shall be deemed given from the date personal service or if mailed, from the date of receipt as shown on a return receipt card. Notice of acceptance of the offer must be received by Eureka or its designated representative within the time period specified above, such period to begin upon the receipt of the offer by Stenton or his designated representative. Both the designated representative of Stenton and Eureka are authorized to act, authorize and sign behalf of Stenton and Eureka, respectively. Stenton may rely upon the actions, authorization and signature of either Eureka or its designated representative as if authorization or direction came directly from Eureka. Likewise, Eureka may rely upon the actions, authorization and signature of either Stenton or his designated representative as if authorization or direction came directly from Stenton.
4. This right of first refusal and all the terms and conditions hereof shall be binding upon and inure to the benefit of Eureka, and any entities or persons it are the successors of Eureka. However, this right of first refusal shall only inure to the benefit of Stenton personally and in the event of death of Stenton, this right of first refusal shall automatically terminate.
5. In the event that Eureka sells said property, or any part thereof, to a third party or entity because of the rejection of either Stenton or his designated representative, Stenton or his designated representative agrees to execute and deliver to Eureka any documents necessary to clear title to show that Stenton has no further interest in said property or right to purchase same.

6. To properly complete the purchase of the aforementioned property, Eureka covenants that the aforementioned property could be either sold or transferred to two additional persons or entities. These potential sales or transfers to two additional persons or entities are exempt from any provisions contained in this Deed in regard to Stenton's right of first refusal to purchase the above described property.
7. This right of first refusal to purchase real property shall expire on May 1, 2006.
8. The addresses of Stenton, Eureka and their designated representatives are as follows:

The address Stenton is:

Kenneth N. Stenton  
PO Box 26  
Eureka, NV 89316

The name and address of Stenton's designated representative is:

Name: David Ward  
Address: 1817 Auburn-Folsom  
Auburn, CA 95603  
(916) 463-2835

The address Eureka is:

Eureka Properties, LLC  
PO Box 54  
Fallon, Nevada 89407

The name and address of Eureka's designated representative is:

Name: Bruce Cunningham  
Address: Eureka Properties, LLC  
155 'B' Avenue, Suite 310  
Lake Oswego, Oregon 97034

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

GRANTOR:

Kenneth N. Stenton  
KENNETH N. STENTON

GRANTEE

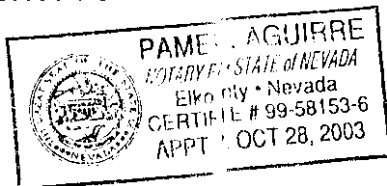
EUREKA PROPERTIES, LLC  
A Nevada Limited Liability Company

By

[Signature] Manager

STATE OF Nevada  
COUNTY OF Elko SS.

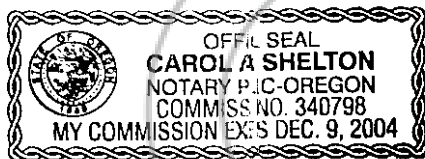
This instrument was acknowledged before me on April May 1, 2003, by  
KENNETH N. STENTO



[Signature]  
NOTARY PUBLIC

STATE OF Oregon  
COUNTY OF Clackam SS.

This instrument was acknowledged before me on April 30, 2003, by  
Robert M. Gwo, as Manager of EUREKA  
PROPERTIES, LLC, a Nevada Limited Liability Company.



[Signature]  
NOTARY PUBLIC

BOOK 361 PAGE 56  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Stewart Title  
2003 MAY -2 PM 3:30

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 18.00

**181723**

BOOK 361 PAGE 060

# STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s):

- a) 07-200-46  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:

- a) \_\_\_\_\_ Vacant Land      b) \_\_\_\_\_ Single Family Res.  
c) \_\_\_\_\_ Condo/Townhouse      d) \_\_\_\_\_ 2-4 Plex  
e) \_\_\_\_\_ Apartment Bldg.      f) \_\_\_\_\_ Comm'l/Ind'l  
g) XX Agricultural      h) \_\_\_\_\_ Mobile Home  
i) Other: \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Document/Instrument No.: 181723

Book: 361 Page: 56-60

Date of Recording: 5/2/03

Notes: \_\_\_\_\_

3. Total Value/Sales Price of Propy

\$ 520,000.00

Deed in Lieu of Foreclosure O (Value of Property)

\$ \_\_\_\_\_

Transfer Tax Value

\$ 520,000.00

Real Property Transfer Tax Due

\$ 676.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, NRS 375.090, Section: \_\_\_\_\_

b. Explain Reason for Exempt: \_\_\_\_\_

5. Partial Interest: Percentage to be transferred: \_\_\_\_\_ %

The undersigned 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 disallowance of any claimed exemption or other determination of additional due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature] Capacity: \_\_\_\_\_

Signature: [Signature] Capacity: Manager

**SELLER (GRANTOR) INFORMATION**  
(required)

Print Name: Kenneth N. Denton  
Address: P.O. Box 126  
City/State/Zip: Eureka, NV 89316

**BUYER (GRANTEE) INFORMATION**  
(required)

Print Name: EUREKA PROPERTIES, LLC.  
Address: P.O. Box 920  
City/State/Zip: Lake Oswego, OR 97034

**COMPANY/PERSON REQUESTING RECORDING** (required if not the Seller or Buyer)

Company Name: STEWART TITLE OF NORTHEASTERN NEVADA Escrow No.: 03210835  
Address: 810 Ida Street  
City/State/Zip: Elko, Nevada 89801

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