

MAIL TAX STATEMENT AND
WHEN RECORDED RETURN TO:

William J. Bennett
4001 Dry Creek Road, NE
Newark, OH 43055
917215105013274
R.P.T.T. \$91.65

BOOK 430 PAGE 90-92
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
2005 DEC 16 PM 4:17

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 41.00

202936

05013277
APN: 004-010-20; 004-020-16

GRANT BARGAIN AND SALE DEED

THIS GRANT, BARGAIN AND SALE DEED is made this 30th day of November 2005 by and between **NEVADA LAND AND RESOURCE COMPANY, LLC**, a Nevada limited liability company, whose address is 704 W. Nye Lane, Suite 201, Carson City, Nevada, 89703 (referred to as "**GRANTOR**") and **WILLIAM J. BENNETT**, a married man as his sole and separate property, whose address is 4001 Dry Creek Road, NE, Newark, OH 43055 (referred to as "**GRANTEE**").

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration to **GRANTOR** paid by the **GRANTEE**, the receipt of which **GRANTOR** acknowledges, by these presents grants, bargains and sells 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 on Exhibit A, except the easement and mineral estate and interest reserved to **GRANTOR**.

Together with all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining, to the real property, and the reversion and reversions, remainder and remainders, rents, issues and profits of the real property; except as otherwise expressly provided in this Deed.

To have and to hold the real property above described with the appurtenances, unto **GRANTEE**, and to **GRANTEE**'s heirs, and successors and assigns forever.

GRANTOR hereby retains a non-exclusive roadway, utility and access easement not greater than forty (40) feet in width, located along existing trails and tracks. This easement may be relocated and aligned by **GRANTOR** in such location as **GRANTEE** and **GRANTOR** reasonably agree, provided that **GRANTOR** is solely responsible for all costs incurred in the relocation of such easement and in restoring the easement area to its pre-easement condition. The relocation of the easement shall be in the most direct alternative route, with the least impact to **GRANTEE**.

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, coal, oil, gas, other hydrocarbons, geothermal steam, liquids or brines, heat, other geothermal resources 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.

GRANTOR has executed this Grant, Bargain and Sale Deed the day and year first above written.

**NEVADA LAND AND RESOURCE COMPANY, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

By: _____

Dorothy A. Timian-Palmer

Dorothy A. Timian-Palmer
Chief Operating Officer

STATE OF NEVADA)

) ss.

COUNTY OF CARSON CITY)

This instrument was acknowledged before me on November 30th, 2005, by Dorothy A. Timian-Palmer its Chief Operating Officer of and for Nevada Land and Resource Company, LLC, a Nevada limited liability company.

Teresa A. Rankin
Notary Public

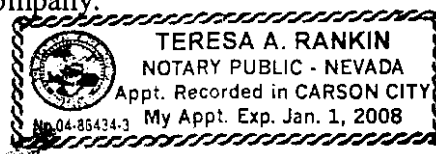


Exhibit "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,
County of EUREKA, described as follows:

TOWNSHIP 36 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 35: SE1/4;

TOWNSHIP 36 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 31: NW1/4;

202936

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STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s)

004-010-20
004-020-16

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: 202936
Book: 430 Page: 90-92
Date of Recording: 12-16-05
Notes: _____

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 _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property): \$ 23,224.54
Transfer Tax Value: \$ 23,224.54
Real Property Transfer Tax Due: \$ 0.00 9/1/05

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %

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 exception, or other determination of additional tax 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: Chue Wright Capacity: agent

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Nevada Land & Resource Co.
Address: 704 W. Dixie Ln. Ste. 201
City: Carson City
State: NV Zip: 89403

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: William J. Bennett
Address: 4001 Dry Creek Rd. NE
City: Denver
State: OH Zip: 43055

COMPANY/PERSON REQUESTING RECORDING (REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Western Title Company, Inc.
Address: 1626 HWY 395
City/State/Zip: Minden, NV 89423

Esc. #: 00091721-201-LS/05013274