

DOC # 0207425

01/09/2007 02:42 PM

Official Record

Recording requested By
STEWART TITLE CO

Eureka County - NV

Mike Rebaleati - Recorder

Fee \$17.00

Page 1 of 4

RPTT: \$159.90

Recorded By: FES

Book- 0449 Page- 0324



0207425

MAIL TAX STATEMENT AND
WHEN RECORDED RETURN TO:
Nickel/Jones, Inc.

P.O. BOX 1419

POLSON, MT 59860

Escrow No. 06004701-SH
Title No. 06012694

APN: 004-310-10

GRANT BARGAIN AND SALE DEED

THIS GRANT, BARGAIN AND SALE DEED is made this 7th day of December, 2006 by and between NEVADA LAND AND RESOURCE COMPANY, LLC, a Nevada limited liability company, whose address is 3480 GS Richards Boulevard, Suite 101, Carson City, Nevada, 89703 (referred to as "GRANTOR") and Nickel/Jones, Inc.

a Texas corporation (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 GRANTEE 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.

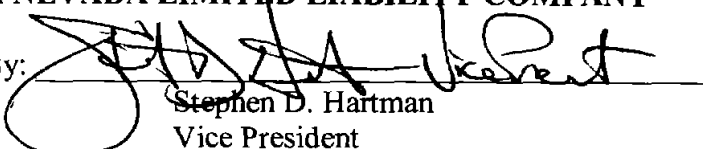
GRANTOR reserves to itself the exclusive right and privilege to enter on the property for the purposes of exploration and prospecting for the development, extraction, mining, production, removal and sale of all minerals, mineral substances, metals, ore-bearing materials, coal, oil, gas, other hydrocarbons, 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 makes no representation or warranty concerning the effect of that certain Minerals Lease dated August 3, 1987, by and between Southern Pacific Land Company, a California corporation, as lessor, and SFP Minerals Corporation, a Nevada corporation, as lessee, to the degree or the extent that the same applies and is enforceable against the property described in this Grant, Bargain and Sale Deed, if at all, provided that Grantor reserves to itself all rents and mineral production royalties payable by the lessee under such Minerals Lease during its term.

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:


Stephen D. Hartman
Vice President



0207425

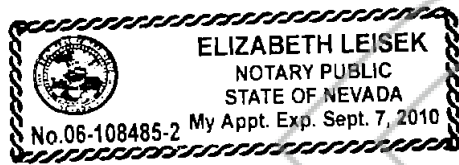
Book: 449
Page: 325

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Page: 2 of 4

STATE OF NEVADA)
) ss.
COUNTY OF CARSON CITY)

This instrument was acknowledged before me on this 7th day of December, 2006 by Dorothy A. Timian-Palmer its Chief Operating Officer of and for Nevada Land and Resource Company, LLC, a Nevada limited liability company.

Elizabeth Leisek
Notary Public



COPY

Exhibit "A"

LEGAL DESCRIPTION

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

TOWNSHIP 32 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 33: Lots 1, 2, 3 and 4; N1/2S1/2; N1/2;

**STATE OF NEVA
DECLARATION OF **

DOC # DV-207425

01/09/2007 02:42 PM

Official Record

1. **Assessor Parcel Number(s):** Eureka 04-310-10

Fi
Docum
Book:
Date of
Notes:

Recording requested By
STEWART TITLE CO

**Eureka County - NV
Mike Rebaleati - Recorder**

Page 1 of 2 Fee: \$17.00
Recorded By: FES RPTT: \$159.90
Book- 0449 Page- 0324

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:** \$40,506.34
 Deed in Lieu of Foreclosure Only (value of property)..... \$
 Transfer Tax Value: \$40,506.34
 Real Property Transfer Tax Due: \$159.90

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 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 tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.080, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature]
Capacity Grantor

Signature [Signature]
Capacity Grantee

SELLER (GRANTOR) INFORMATION
(Required)

BUYER (GRANTEE) INFORMATION
(Required)

Print Name: Nevada Land and Resource Company, LLC

Print Name: Nickel/Jones, Inc.

Address: 3480 GS Richards Blvd. #101

Address: P.O. Box 1419

City/State/Zip: Carson City, NV 89703

City/State/Zip: Polson, MT 59860

COMPANY REQUESTING RECORDING

Co. Name: Ticor Title of Nevada, Inc.
5441 Kietzke Lane, Suite 100
Reno, NV 89511

Esc #: 6004701-SH

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

**STATE OF NEVADA
DECLARATION OF VALUE**

1. **Assessor Parcel Number(s):** Eureka 04-310-10

FOR RECORDERS OPTIONAL USE ONLY	
Document Instrument No.:	
Book:	Page:

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Signature _____
Capacity GRANTOR

Signature _____
Capacity _____

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(Required)

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