

DOC# 229059
01/23/2015 03:25PM

Official Record

Requested By
FIRST CENTENNIAL - RENO

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 10 Fee: \$48.00

Recorded By LH RPTT: \$0.00

Book- 0576 Page- 0383



0229059

A.P.Nos:
007-360-02 & 007-360-10

Escrow No. 208528-MI

When recorded mail to:

Beck Properties
HC 60 Box 44501
Round Mountain, NV 89045

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

RIGHT OF FIRST REFUSAL
AND
OPTION TO PURCHASE

THIS RIGHT OF FIRST REFUSAL AND OPTION TO PURCHASE (the "Agreement"), is made this 23 day of JANUARY, 2015, by and between BECK PROPERTIES, a California general partnership (hereinafter "Beck Properties"), party of the first part, and COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC, a Nevada limited liability company (hereinafter "Cottonwood"), party of the second part, as follows:

R E C I T A L S:

WHEREAS:

A. Beck Properties and Cottonwood entered into that certain Vacant Land Offer and Acceptance Agreement dated October 28, 2014, with Addendum #1 and Addendum #2 incorporated therein (the "Purchase Agreement") wherein Cottonwood agreed to sell and Beck Properties agreed to purchase that certain real property consisting of approximately 1,000 acres of ranch land pursuant to the terms and conditions contained therein, which real

property is located in the County of Eureka, State of Nevada (the "Real Property"), more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

B. Cottonwood owns two (2) additional parcels of land of approximately 400 acres each, which are adjacent and abutting or could be used in connection with the Real Property, which parcels are located in the County of Eureka, State of Nevada (collectively referred to as "Option Property"), and more particularly described as follows:

PARCEL 1:

Township 20 North Range 54 East, Section 21:
S 1/2 NE 1/4; N 1/2 NW 1/4; SE 1/4 NW 1/4; N 1/2 SE 1/4;
SE 1/4 SE 1/4
Section 27: NW 1/4 NW 1/4;
Section 28: NE 1/4 NE 1/4;

PARCEL 2:

Township 20 North Range 54 East, Section 25:
N 1/2 SW 1/4; SE 1/4 SW 1/4;
Section 26: S 1/2 NE 1/4; N 1/2 SE 1/4; N 1/2 SW 1/4
Section 27: NE 1/4 SE 1/4

TOGETHER WITH all and any water and water rights, whether spring, well, surface water rights, stock water rights, irrigation water rights appropriated or permitted, decreed or appurtenant to the Option Property.

FURTHER TOGETHER WITH any grazing privileges administered by the Bureau of Land Management, Department of the Interior, and any and all AUM's appurtenant thereto, and further appurtenant or used in connection with the Option Property.

C. Pursuant to the terms and conditions of the Purchase Agreement, the parties hereto agreed, among other things, that Cottonwood would grant to Beck Properties an Option to Purchase the Option Property should Beck Properties desire to purchase the Option Property during the terms set forth below ("Option to Purchase"), and a Right of First Refusal regarding the Option Property should Cottonwood desire to sell either parcel within the Option Property during the term hereof ("Right of First Refusal").



NOW THEREFORE, for good and valuable consideration as set forth above, and other good and valuable consideration not set forth herein, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

OPTION TO PURCHASE

1. This Option to Purchase the Option Property shall be exercised by Beck Properties by depositing with JLM TITLE LLC, dba FIRST CENTENNIAL TITLE COMPANY OF NEVADA, a deposit in the sum of \$10,000.00, and mailing written notice of the exercise of the Option to Purchase to Cottonwood at Cottonwood's address set forth below, and shall be subject to the following terms and conditions:

a. The purchase price for the Option Property shall be in the amount of TWO HUNDRED THOUSAND and 00/100 Dollars (\$200,000.00); provided however in the event either of the Parcels are sold under the Right of First Refusal during the term of this Option to Purchase, the remaining Parcel shall be deemed the "Option Parcel" and the purchase price for the remaining Option Parcel shall be ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00), which such sum shall be paid in full at the close of escrow, as that term is defined herein.

b. All ordinary real property taxes levied or assessed against the Option Property shall be prorated to the date of close of escrow.

c. Intentionally omitted.

d. At close of escrow, Cottonwood shall convey the Option Property to Beck Properties by grant, bargain and sale deed. At close of escrow, Cottonwood shall cause First Centennial Title Company to issue to Beck Properties its standard coverage policy of title insurance, free of all liens and encumbrances, except any which may be agreed to by Beck Properties, in the full amount of the purchase price, subject only to such liens, encumbrances and clouds as are agreeable to Beck Properties.

e. Cottonwood shall pay the full cost of title Insurance. Beck Properties and Cottonwood shall each pay one-half (1/2) of the escrow fee and the costs and one-half 1/2 of the Nevada real property transfer tax.



f. The term "close of escrow" shall mean the date the of the recording of the Deed from Cottonwood to Beck Properties. Escrow must close within 90 days from the date the option is exercised.

g. Upon the exercise of the Option to Purchase, escrow instructions shall be prepared by First Centennial Title Company which are not inconsistent with the terms hereof. In the event of any conflict between the escrow instructions and this Option to Purchase, the terms of this Option to Purchase shall control.

h. If this Option to Purchase has not been completed or terminated as provided herein by January 31, 2016, this Option to Purchase and each and every right and privilege of Beck Properties under this Option to Purchase shall terminate and be deemed of no further legal effect, unless a written extension signed by Cottonwood is recorded in the Official Records of Eureka County, Nevada.

RIGHT OF FIRST REFUSAL

2. In the event Cottonwood desires to sell its interest in either Parcel 1 or Parcel 2 of the Option Property, they shall proceed as follows:

(a) Cottonwood shall obtain a written offer, signed by a bona fide purchaser, which sets forth the terms and conditions upon which Cottonwood has agreed to sell to the third party ("Purchaser").

(b) Cottonwood shall then offer in writing to sell the Parcel or Parcels within the Option Property which is the subject of the foregoing offer to Beck Properties, on the same terms and conditions as contained in the written offer.

(c) Beck Properties shall have seventy-two (72) hours from the time the written offer is served upon it within which to accept or reject the opportunity to purchase the Parcel or Parcels within the Option Property upon the same terms and conditions are set forth in the written offer. If a notice of acceptance or rejection is not served upon Cottonwood within the foregoing time, then the opportunity to purchase the Parcel or Parcels of the Option Property under this First Right of Refusal shall be deemed rejected.



(d) If Beck Properties refuses or rejects the opportunity to purchase the Parcel or Parcels within Option Property upon the terms and conditions that are set forth in the written offer delivered to it, then this document shall be void and of no further force and effect, provided Cottonwood subsequently sells the Parcel or Parcels within the Option Property to the Purchaser and upon terms and conditions which are set forth in the offer submitted to Beck Properties. If however, the sale is not completed to the Purchaser or upon the terms and conditions set forth in the offer submitted to Beck Properties, then on each subsequent proposed sale, the provisions of this Right of Refusal shall apply to each subsequent offer.

(e) In the event a sale is completed following full compliance with the Right of First Refusal, the Option to Purchase provided herein shall be deemed terminated and of no further force or effect, as to the Parcel or Parcels sold under this Right of First Refusal.

(f) This Right of First Refusal shall be deemed expired and terminated as provided herein by on January 31, 2018, and this Right of First Refusal and each and every right and privilege of Beck Properties under this Right of First Refusal shall terminate and be deemed of no further legal effect.

GENERAL PROVISIONS

3. Assignment. This Option to Purchase or the Right of First Refusal shall not be assigned without the prior written consent of Cottonwood, which consent shall be within the entire discretion of Cottonwood. In the event any portion of this agreement is assigned without the prior written consent of Cottonwood, it shall be deemed void from the date of the assignment and of no further force and effect.

4. Attorneys Fees. Should any litigation be commenced between the parties hereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for attorneys' fees in such litigation, which sum shall be determined by the court in such litigation or in a separate action brought for that purpose.



5. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service, three (3) days after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to:

BECK PROPERTIES
HC 60 Box 44501
Round Mountain, NV 89045

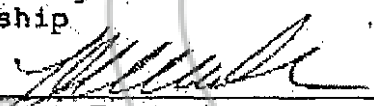
COTTONWOOD LAND AND LIVESTOCK
COMPANY, LLC
71 Washington Street
Reno, NV 89503

Either party, may change their address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

6. Time. Time is of the essence of this Agreement.

BECK PROPERTIES, a
California general
partnership

By


Robert F. Beck,
General Partner

COTTONWOOD LAND AND LIVESTOCK
COMPANY, LLC, a Nevada limited
liability company

By


Thomas L. Belaustegui
Managing Member



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Round Mountain, NV 89045

COTTONWOOD LAND AND LIVESTOCK
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Robert F. Beck,
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COMPANY, LLC, a Nevada limited
liability company

By

Thomas L. Belaustegui
Managing Member



STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on _____, 2015, by ROBERT F. BECK, as General Partner of BECK PROPERTIES.

see attached

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on January 23, 2015, by THOMAS L. BELAUSTEGUI, as Managing Member of COTTONWOOD LAND AND LIVESTOCK COMPANY.

Ronda Plamondon

Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

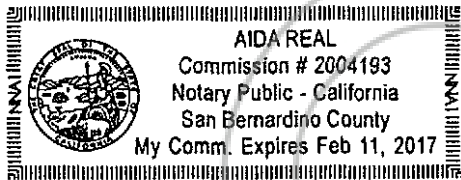
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)
On Jan 22, 2015 before me, Aida Real, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert F. Beck
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



EXHIBIT "A"
LEGAL DESCRIPTION

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

PARCEL 1:

TOWNSHIP 19 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 2: SW1/4SW1/4;
Section 3: S1/2SE1/4; SE1/4SW1/4;

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 17: S1/2SE1/4; SE1/4SW1/4;
Section 20: NW1/4NE1/4; NE1/4NW1/4;
Section 25: NW1/4NE1/4; N1/2NW1/4;
Section 27: SW1/4NE1/4; SE1/4NW1/4;
Section 28: S1/2NW1/4; NW1/4SE1/4; SE1/4SE1/4; NE1/4SW1/4 SW1/4SW1/4;
Section 29: SE1/4SE1/4;
Section 34: SW1/4NE1/4; NW1/4NW1/4; SE1/4NW1/4,

EXCEPTING THEREFROM an undivided fifty percent (50%) interest in and to all gas, oil and mineral rights lying in and under said land, as reserved by MARIA TERESA LABARRY, et al, in Deed recorded January 5, 1973, in Book 44, Page 222, Official Records. Eureka County. Nevada.

PARCEL 2:

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 29: SE1/4NE1/4;



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