

APN: 436012

MAIL TAX STATEMENT AND
WHEN RECORDED RETURN TO:
ELKO LAND AND LIVESTOCK COMPANY
1655 Mountain City Highway
Elko, Nevada 89801
Attn: Land Dept.

Copy To:
New Nevada Lands, LLC
4405 Commons Drive East, Ste. 301
Destin, Florida 32541

EUREKA COUNTY, NV **2018-235519**
RPTT:\$514.80 Rec:\$35.00
Total:\$549.80 **06/28/2018 09:14 AM**
NEWMONT USA LIMITED Pgs=6



LISA HOEHNE, RECORDER

GRANT BARGAIN AND SALE DEED

THIS GRANT, BARGAIN AND SALE DEED is made this 8 day of June, 2018 by and between **NEW NEVADA LANDS, LLC**, a Mississippi limited liability company, whose address is 4405 Commons Drive East, Suite 301, Destin, Florida, 32541 (referred to as "**GRANTOR**") and **ELKO LAND AND LIVESTOCK COMPANY**, a Nevada 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 **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 reserves and retains a perpetual, nonexclusive roadway, utility and access easement not greater than sixty (60) feet in width, located along existing roads, tracks, and trails in a route to be selected at **GRANTOR**'s sole discretion. If there are no existing roads, tracks, or trails, **GRANTOR** and **GRANTEE** shall negotiate in good faith a reasonably convenient easement location. This easement is reserved to **GRANTOR** and **GRANTOR**'S licensees for any commercial or non-commercial purposes including mining and electrical generation or other commercial purposes and including placement of a roadway and utilities benefitting other lands owned by **GRANTOR**, or benefitting lands owned by others within 20 miles of the property described in Exhibit A. Use for "commercial or non-commercial purposes"

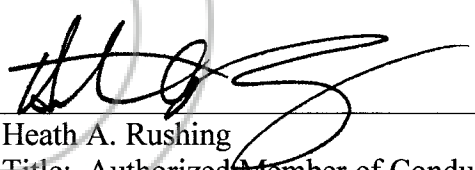
in this paragraph shall include, but are not limited to, placement of permanent pipelines, permanent transmission and gas lines, and frequent use by large and heavy commercial haul trucks, heavy industrial equipment, and employee and contractor vehicles. **GRANTOR** shall bear the cost of all improvements to the easement needed by **GRANTOR** for such uses, and shall maintain the easement property as needed for **GRANTOR**'s use, but shall not be liable for any damages or disturbance caused to the property within the easement if used consistent with the easements reserved by **GRANTOR** in this deed. No additional consideration or monetary sum shall be payable by **GRANTOR** to **GRANTEE** related to **GRANTOR**'S and **GRANTOR**'S licensees' location, construction, or use of the easements as described in this paragraph. 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.

By accepting this Deed, **GRANTEE** grants the easements described herein and agrees **GRANTEE**'S covenants shall constitute covenants running with the land and equitable servitudes and liens, and shall be binding upon **GRANTEE** and all parties having or acquiring any right, title, interest, or estate in the real property described on Exhibit A, including, but not limited to, **GRANTEE**'S heirs, assigns, subsequent owners, and successors, for the benefit of **GRANTOR** and parties acquiring any of **GRANTOR**'S right, title, and interest reserved herein. **GRANTOR**'S right, title, and interest reserved or acquired herein are fully transferrable and divisible.

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


NEW NEVADA LANDS, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

By: _____


Heath A. Rushing
Title: Authorized Member of Conduit LLC, a
Florida limited liability company, as sole member
of and for New Nevada Lands, LLC, a Mississippi
limited liability company.

STATE OF LA)
COUNTY OF St. Tammany) ss.

This instrument was acknowledged before me on this 8 day of June, 2018 by Heath A. Rushing, Authorized Member of Conduit LLC, Sole Member of and for New Nevada Lands, LLC, a Mississippi limited liability company.



Notary Public
TRACY A. SALVAGGIO
Notary Public #00772
State of Louisiana
My Commission is issued for life

ELKO LAND AND LIVESTOCK COMPANY

By: _____
Its: _____

STATE OF Nevada)
COUNTY OF Elko) ss.

This instrument was acknowledged before me on this _____ day of June, 2018 by _____ of and for ELKO LAND AND LIVESTOCK COMPANY, a Nevada Corporation.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 20__ by Heath A. Rushing, Authorized Member of Conduit LLC, Sole Member of and for New Nevada Lands, LLC, a Mississippi limited liability company.

Notary Public

ELKO LAND AND LIVESTOCK COMPANY

By: _____
Its: VICE PRESIDENT

STATE OF Nevada)
) ss.
COUNTY OF Elko)

This instrument was acknowledged before me on this 17th day of June, 2018 by Jeff White, VP of and for ELKO LAND AND LIVESTOCK COMPANY, a Nevada Corporation.

Kathleen Felzien
Notary Public

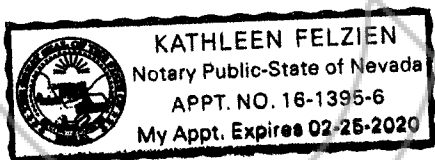


Exhibit "A"

Legal Description of Property

All that property situated in Eureka County, Nevada, containing 641.00 acres, more or less, and more particularly described as:

Township 32 North, Range 51 East, MDM

Section 17: All

COPY

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 004-360-12
b) _____
c) _____
d) _____

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 _____

FOR RECORDERS OPTIONAL USE ONLY

BOOK _____ PAGE _____
DATE OF RECORDING: _____
NOTES: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)
Transfer Tax Value:
Real Property Transfer Tax Due:

\$ 131,955

\$ _____
\$ 23,405.14.80

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 parties agree that 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 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Brian G. Iverson Capacity Buyer Agent

Signature _____ Capacity Seller Agent

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Isaac Morris - New Nevada Lands
Address: 4405 Commons Dr East St 301
City: Oreston
State: Florida Zip: 32541

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Brian G Iverson
Address: 1655 Nth City Hwy
City: Elko
State: NV Zip: 89801

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: _____ Escrow # _____
Address: _____
City: _____ State: _____ Zip: _____

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