

APN: 436012

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

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



LISA HOEHNE, RECORDER

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

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### 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"

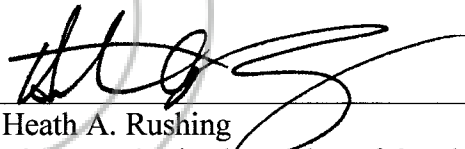
in this paragraph shall include, but are not limited to, placement of permanent pipelines, permanent transmission and gas lines, and frequent use by large and heavy commercial haul trucks, heavy industrial equipment, and employee and contractor vehicles. **GRANTOR** shall bear the cost of all improvements 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. TAMMONT ) 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.



TRACY A. SALVAGGIO  
Notary Public #061772  
State of Louisiana  
My Commission is issued for life

\_\_\_\_\_  
Notary Public

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.

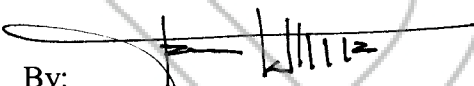
\_\_\_\_\_  
Notary Public

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

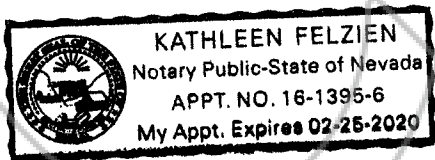
ELKO LAND AND LIVESTOCK COMPANY

  
By: \_\_\_\_\_  
Its: VICE PRESIDENT

STATE OF Nevada )  
 ) ss.  
COUNTY OF Elko )

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

  
Notary Public



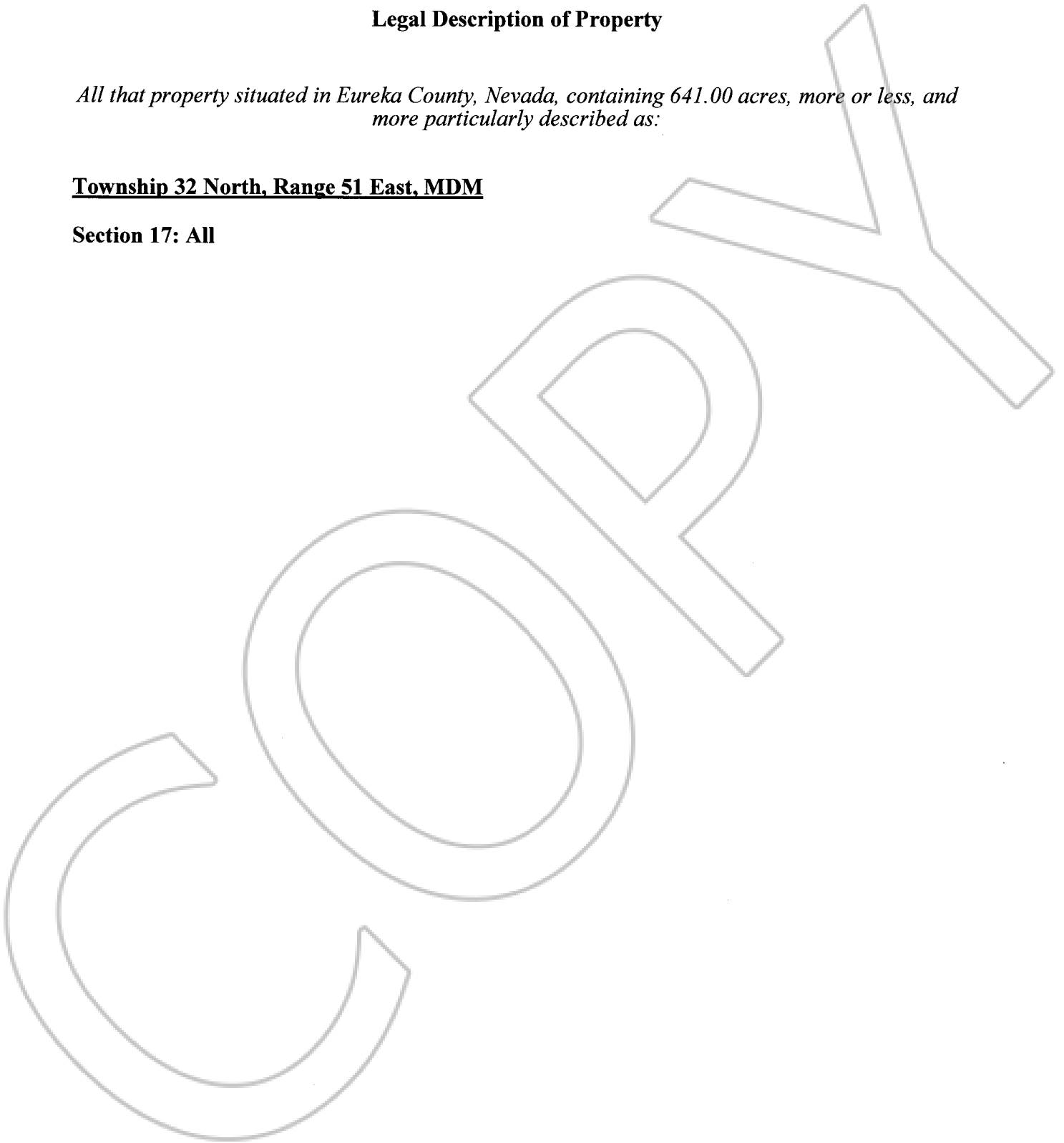
**Exhibit "A"**

**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**



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: \$ 131,955  
 Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_  
 Transfer Tax Value: \$ \_\_\_\_\_  
 Real Property Transfer Tax Due: \$ 2340.514.80

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)**

**BUYER (GRANTEE) INFORMATION (REQUIRED)**

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

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)