

THIS INDENTURE, made the 15th day of May, 1951, between ERNEST BARIGAR and HALLOWEEN ANN BARIGAR, his wife, formerly of the County of Elko, State of Nevada, but now of Rayleigh, British Columbia, the parties of the first part, and ALEX BILBAO and MARY BILBAO, his wife, joint tenants and not as tenants in common, with right of survivorship, of the County of Elko, State of Nevada, parties of the second part, and NICK LANDA and CHARLOTTE M. LANDA, his wife, joint tenants and not as tenants in common, with right of survivorship, of the County of Elko, State of Nevada, parties of the third part,

W I T N E S S E T H:

That said parties of the first part, for and in consideration of the sum of One Hundred (\$100.00) Dollars, lawful current money of the United States of America, to them in hand paid by the said parties of the second part and the said parties of the third part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said parties of the second part as joint tenants with right of survivorship and not as tenants in common, and to the survivor of them, and to their assigns, and to the heirs, executors, administrators and assigns of the survivor forever, an undivided one-half interest in and to the property and rights hereinafter described, and unto the said parties of the third part as joint tenants with right of survivorship and not as tenants in common, and to the survivor of them, and to their assigns, and to the heirs, executors, administrators and assigns of the survivor forever, an undivided one-half interest in and to the property and rights hereinafter described, being all those certain lots, pieces or parcels of land situate in the County of Elko, State of Nevada, and bounded and described as follows, to-wit:

IN TOWNSHIP 32 NORTH, RANGE 55 EAST, M. D. B. & M.

Section 3: Lots 1, 2, 3, 4, S $\frac{1}{2}$ of N $\frac{1}{2}$, and SE $\frac{1}{4}$.

IN TOWNSHIP 33 NORTH, RANGE 55 EAST, M. D. B. & M.

Section 13: All;
 Section 15: All;
 Section 21: N $\frac{1}{2}$ and SE $\frac{1}{4}$;
 Section 23: All;
 Section 25: All;
 Section 26: N $\frac{1}{2}$ of SE $\frac{1}{4}$, SW $\frac{1}{4}$ of SE $\frac{1}{4}$, SE $\frac{1}{4}$ of SW $\frac{1}{4}$;
 Section 34: SE $\frac{1}{4}$ of NE $\frac{1}{2}$, N $\frac{1}{2}$ of SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$;
 Section 35: All.

Together with all buildings and improvements situate thereon; together with all water, water rights, dams and ditches, range and range rights, including all so-called Taylor Grazing rights and privileges, now or heretofore used upon or in connection with said property; subject to any and all easements and rights of way in, upon or across said lands or any portion of same.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

This conveyance is made subject to a certain existing lease dated October 2, 1950, wherein the said first parties hereto are designated as the Lessors, and the Shell Oil Company as the Lessee, and embracing the N $\frac{1}{2}$ and SE $\frac{1}{4}$ of Section 21, and all of Section 15, in Township 33 North, Range 55 East, M. D. B. & M., being a portion of the above described lands herein conveyed. The said first parties contemporaneously with the execution of this conveyance have made, executed and delivered to said second and third parties an assignment of all of their right, title and interest in and to said lease, together with all lease payments to be made thereon, but specifically reserving to themselves as joint tenants with right of survivorship fifty per cent (50%) of the proceeds of all royalties paid under the terms of said lease, and in the event of the cancellation of said lease, or its termination for any reason whatsoever, the said reservation in favor of the said first parties shall extend to the proceeds derived from any oil and gas produced from said lands.

Said first parties, grantors herein, further reserve to themselves as joint tenants with right of survivorship, fifty per cent (50%) of the proceeds of all oil and gas or royalties thereon produced or derived from any of the balance of said lands herein conveyed.

TO HAVE AND TO HOLD said interests in said premises, together with the appurtenances, unto the said parties of the second part as joint tenants and not as tenants in common, and to their assigns, and the heirs, executors, administrators and assigns

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of the survivor forever, and unto the said parties of the third part as joint tenants and not as tenants in common, and to their assigns, and the heirs, executors, administrators and assigns of the survivor forever.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year in this instrument first above written.

ERB
5/15/51
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ERB
5/15/51
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Ernest Barigar
Halloween Ann Barigar

John H. Greer
Justice of the Peace

On this 15 day of May, 1951, personally appeared before me, a Justice of the Peace and for said Ernest Barigar and Halloween Ann Barigar ERNEST BARIGAR and HALLOWEEN ANN BARIGAR, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

John H. Greer

A JUSTICE OF THE PEACE and for the Province of British Columbia



File No. 111810

FILED FOR RECORD
AT REQUISITE

John H. Greer
MAY 22 11 30 AM '51

RECORDED BOOK 59 PAGE 392 Needs
RUTH GRISWOLD SABALA
ELKO COUNTY RECORDER

See #3 75