

D E E D

THIS INDENTURE, made and entered into as of the 5th day of September, 1963, by and between DEVIL'S GATE CATTLE COMPANY, also referred to as DEVIL'S GATE CATTLE CO., a Nevada Corporation, first party, and EDWARD J. BLACKSTOCK, a married man, of the County of Elko, State of Nevada, second party.

W I T N E S S E T H:

That the said first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money of the United States of America, to it in hand paid by the second party, and other good and valuable consideration, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said second party, and to his heirs, executors, administrators and assigns forever, all of that certain real property situate in the County of Elko, State of Nevada, more particularly described as follows, to-wit:

TOWNSHIP 37 NORTH, RANGE 57 EAST, M.D.B.& M.

Section /1: Lots 2, 3, and 4; S $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$   
/2: SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$ ; Lot 1 & 2;  
SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$   
/11: All  
/12: W $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SW $\frac{1}{4}$   
/14: W $\frac{1}{2}$ E $\frac{1}{4}$ ; W $\frac{1}{2}$   
/15: E $\frac{1}{4}$   
/22: E $\frac{1}{2}$ E $\frac{1}{4}$   
/23: W $\frac{1}{2}$   
/26: W $\frac{1}{2}$   
/27: E $\frac{1}{4}$   
/34: E $\frac{1}{2}$ W $\frac{1}{4}$ ; E $\frac{1}{4}$   
/35: W $\frac{1}{2}$ W $\frac{1}{4}$

TOWNSHIP 38 NORTH, RANGE 57 EAST, M.D.B.& M.

Section /1: E $\frac{1}{4}$ ; W $\frac{1}{2}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$   
/3: All  
/11: All  
/13: NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$   
/23: All  
/24: E $\frac{1}{2}$ E $\frac{1}{4}$ ; W $\frac{1}{2}$ ; W $\frac{1}{2}$ E $\frac{1}{4}$  AU  
/25: All  
/35: All  
/36: All

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TOWNSHIP 38 NORTH, RANGE 58 EAST, M.D.B.& M.

Section 5: All  
7: All  
17: All  
19: All  
21: All  
29: All  
30: Lots 1, 2, 3, and 4

Together with all buildings, fences, structures, improvements, barns, corrals, and all other improvements located on said real property.

Together with all water, water rights, rights to the use of water, dams, ditches, canals, pipe lines, reservoirs, wells, pumps, pumping stations, engines and all other means for the diversion or use of waters appurtenant to the said property or any part thereof, or now or hereafter used or enjoyed in connection therewith, for irrigation, stockwatering, domestic or any other use, or for the drainage of all or any part of said lands, including, but without limitation thereto, the waters adjudicated as appurtenant to the said property, or any part thereof by any pertinent decree of that certain proceeding entitled, "In the Matter of the Determination of the Relative Rights of Claimants and Appropriators of the Waters of the Humboldt River Stream System and its Tributaries", being Civil Action No. 2804 in the Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt, and including all permits, if any, issued by the State Engineer of the State of Nevada, and any and all applications to appropriate water.

Together with all stockwatering rights, vested or permitted, now or heretofore or hereafter used in connection with the use of said lands, including all stockwatering sources located on the above described real property, or on any public domain or other lands.

Together with all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock on the public domain under what is known as the Taylor Grazing Act, used or enjoyed in connection with any of said property, and including the first party's interest in any cooperative range improvement projects carried out with the United States Department of Interior in the construction of range division fences, reseeding, watering sources or other improvements on the public domain, including any preference rights of first party for reimbursement in the event of the assertion by the United States of any sovereign rights.

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

Together with the benefit of the following Covenants, specified in a contract of sale dated August 23rd, 1961, by and between DEVILS GATE CATTLE COMPANY, a Nevada corporation, First Party, and HUNT SANFORD, Second Party. (The first party herein, DEVIL'S GATE CATTLE COMPANY, makes no warranty or guarantee as to the scope or benefit of such covenants, or the duration thereof.) Said Covenants are set forth hereinafter in the language expressed in the agreement hereinabove referred to and dated August 23rd, 1961, and wherein the word "Seller" refers to Devils Gate Cattle Company and the word "Buyer" refers to Hunt Sanford.

The benefit of the following covenant:

"It is understood and agreed that the Seller shall have the right to graze cattle or horses in the area of the lands being sold to the Buyer. It is further understood and agreed that cattle and horses are free commoners, and there shall be no liability upon the part of the Seller for any trespass of any such cattle or horses upon any lands in the possession of the Buyer, or its assignees or transferees, and that construction of fences or other barriers designed to limit the movement of such cattle or horses, shall be the sole obligation of the Buyer, or its assignees or transferees. Any such fences or barriers so constructed shall be of a type which is customary in the Devils Gate area, to the end that no such fence or barrier shall be erected which is designed to inflict injury on any such cattle or horses."

The benefit of the following covenant:

"It is distinctly understood and agreed that any and all grazing privileges which may be attached to the lands being sold herein by the Seller to the Buyer are reserved to the Seller. The Seller shall have the right to apply for a transfer of any such grazing privileges or Federal Range Privileges from the lands being sold herein to other base properties owned by the Seller. The Buyer agrees to join in any such application to transfer when required by the Department of Interior, Bureau of Land Management."

The benefit of the following covenant:

"It is likewise understood and agreed that in the event any rights to divert water from the North Fork River, or any other tributary of the Humboldt River, are appurtenant to any of the

lands being sold herein by the Seller to the Buyer, that any such rights to divert water are reserved from the lands being sold to the Buyer, and that the Seller shall have the right to apply for a change of place of use, and the Buyer agrees to join in any such application where required by the laws of the State of Nevada, or the regulations of the State Engineer of the State of Nevada. It is the mutual understanding of Seller and Buyer that no such rights to divert water from the Humboldt River Stream System to the lands described herein now exist, but if it should appear now, or hereafter, that any such rights do exist, the Seller shall have the right to transfer any such water rights as herein provided."

Said covenants benefit the lands described herein-  
above being conveyed to the second party and  
touch and concern the following described lands  
which are the subject of the Contract of Sale  
dated August 23rd, 1961, by and between DEVILS  
GATE CATTLE COMPANY and the said HUNT SANFORD:

PARCEL I

TOWNSHIP 36 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 21: E $\frac{1}{2}$ SE $\frac{1}{4}$   
22: All  
27: N $\frac{1}{2}$ ; N $\frac{1}{2}$ S $\frac{1}{2}$ ; SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$   
28: E $\frac{1}{2}$ E $\frac{1}{4}$

PARCEL II

Section 3: W $\frac{1}{2}$   
10: W $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 36 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 2: NW $\frac{1}{4}$ NW $\frac{1}{4}$   
3: E $\frac{1}{2}$ ; E $\frac{1}{2}$ W $\frac{1}{2}$   
10: N $\frac{1}{2}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ ; Except that  
portion West of County Road; approximately  
40 acres.  
Section 15: All  
34: W $\frac{1}{2}$ W $\frac{1}{2}$ ; E $\frac{1}{2}$ E $\frac{1}{4}$

This conveyance is subject to easements and rights  
of way of record, including the following specific  
reservations and conditions:

1. Reservations and conditions contained in Deeds from Central Pacific Railway Company to DANIEL MARTIN MURPHY and DIANA MURPHY HILL, dated December 22, 1886, recorded in Book 17 of Deeds Page 224, and to H. MORGAN HILL, dated July 28, 1898 and recorded in Book 27 of Deeds Page 512, all recordings in Elko County, Nevada, records.
2. Reservations and conditions contained in Deeds from Central Pacific Railway Company

to J. J. HYLTON, dated October 11, 1919, and recorded in Book 38 of Deeds Page 192, and dated June 8, 1920, and recorded in Book 38 of Deeds Page 485, all recordings in Elko County, Nevada, records.

3. Reservations and conditions contained in Deed from SOUTHERN PACIFIC COMPANY to A. B. MCKINLEY and SONS, INC., dated June 19, 1959, recorded in Book 76 of Deeds Page 520, Elko County, Nevada, records; and exceptions and reservations of minerals in deeds by STRATHEARN CATTLE CO. in Deed recorded November 19, 1957, in Book 73 of Deeds Page 38 and by A. B. MCKINLEY and SONS, INC., recorded June 14, 1960, in Book 4 Official Records at Page 268, all recordings in Elko County, Nevada, records.
4. Reservations and exceptions of minerals and easements contained in two Patents from the United States recorded in Book 38 of Official Records at Pages 219 and 220, records of Elko County, Nevada.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the second party and to the heirs, executors, administrators and assigns of the second party, forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed by its President heretofore duly authorized.



DEVIL'S GATE CATTLE COMPANY

ATTEST:

Kenneth L. Mann  
Assistant Secretary

By [Signature]  
Its President

\$632.50 Documentary Stamps



MANN AND SCOTT  
LAWYERS  
878 COURT STREET  
ELKO, NEVADA

STATE OF NEVADA, }  
COUNTY OF ELKO. } SS.

On this 5th day of September, 1963, personally appeared before me, a Notary Public in and for the said County and State, JOHN RUTMAN, known to me to be the President of DEVIL'S GATE CATTLE COMPANY, the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the Seal of said corporation, and that the Seal affixed to said instrument is the Corporate Seal of said corporation; that the signature to said instrument was made by the officer of said corporation as indicated after said signature, and that the said corporation executed the said instrument 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.

*Mark C. Scott*  
NOTARY PUBLIC



*File No. 13548*  
FILED FOR RECORD  
AT REQUEST OF  
*Nevada Title Guaranty Co.*  
SEP 17 2 13 PM '63  
RECORDED BOOK 39 PAGE 340  
ESTHER M. SKELTON  
ELKO COUNTY RECORDER  
*Fee \$4.00*

CERTIFICATION OF COPY  
STATE OF NEVADA )  
COUNTY OF ELKO ) SS.  
I, JERRY D. REYNOLDS, the duly elected and qualified Recorder of Elko County, in the State of Nevada, do hereby certify that this is a true, full and correct copy of the instrument now on record in this office. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office, in Elko, Nevada this

day of MAR. 04 1968 A.D. 19  
JERRY D. REYNOLDS, COUNTY RECORDER

(SEAL)