

405561

DOCUMENTARY TRANSFER TAX \$ 4,783.<sup>35</sup>  
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
 COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES  
 REMAINS THEREON AT TIME OF TRANSFER.  
 UNDER PENALTY OF PERJURY:  
 FIRST AMERICAN TITLE COMPANY  
*Doris L. Hawercraft*  
 SIGNATURE OF DECLARANT OR AGENT  
 DETERMINING TAXABLE VALUE

GRANT, BARGAIN AND SALE DEED  
AND  
QUITCLAIM DEED

FOR VALUABLE CONSIDERATION RECEIVED, ANTHONY R. MOISO, a married man dealing with his sole and separate property, JAMES JEROME MOISO, a married man dealing with his sole and separate property, and RICHARD J. O'NEILL and ALICE O'NEILL AVERY, as Trustees under Declaration of Trust, dated April 18, 1968, made by RICHARD J. O'NEILL, "Grantors", grant, bargain and sell to THOMAS C. NOONAN, a married man dealing with his sole and separate property, and his heirs and assigns, forever, "Grantee", the ranch agricultural property located in the County of Elko, State of Nevada, described on Exhibit "A" attached hereto as part hereof.

QUITCLAIM DEED

Grantors also hereby remise, release and forever quitclaim to Grantee as his sole and separate property, and his heirs and assigns, forever, the following water rights in the County of Elko, State of Nevada:

All right, title, interest and estate Grantors have in and to those water rights decreed to the lands described below by the Bartlett Decree in Civil Action No. 2804, in the Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt, 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 Tributaries", as listed on page 201, Claimant-Frank Blundell, Source-Walker Creek and Springs, Ditch-Blundell, Blundell and Connell (Proof 00551) of the Bartlett Decree in the commonly called "Blue Book" compilation of those court proceedings, and any subsequent court orders, judgments, or decrees amending or modifying such Decree:

Township 42 North, Range 54 East, M.D.B.&M.

Section 33: SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ .

TO HAVE AND TO HOLD all property granted and quitclaimed in this Deed, together with the appurtenances, to the Grantee as his sole and separate property, and his heirs and assigns forever.

Recording of this Deed shall constitute agreement of the parties hereto.

///  
 ///  
 ///  
 ///  
 ///  
 ///

Signed this 27 day of FEB, 1981.

"GRANTORS":

Anthony R. Moiso  
ANTHONY R. MOISO

BY Gilbert G. Aguirre  
GILBERT G. AGUIRRE, his attorney-in-fact

James Jerome Moiso  
JAMES JEROME MOISO

BY Gilbert G. Aguirre  
GILBERT G. AGUIRRE, his attorney-in-fact

Richard J. O'Neill  
RICHARD J. O'NEILL, as Trustee and not individually

BY Gilbert G. Aguirre  
GILBERT G. AGUIRRE, his attorney-in-fact

Alice O'Neill Avery  
ALICE O'NEILL AVERY, as Trustee and not individually

BY Gilbert G. Aguirre  
GILBERT G. AGUIRRE, her attorney-in-fact

STATE OF Nevada )  
COUNTY OF Elko ) SS.

On this 27th day of Feb, 1981, personally appeared before me, a Notary Public, in and for Elko County, GILBERT G. AGUIRRE, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of ANTHONY R. MOISO, JAMES JEROME MOISO, RICHARD J. O'NEILL and ALICE O'NEILL AVERY, and acknowledged to me that he subscribed the names of ANTHONY R. MOISO, JAMES JEROME MOISO, RICHARD J. O'NEILL and ALICE O'NEILL AVERY thereto as principal, and his own name as attorney-in-fact, freely and voluntarily and for the uses and purposes therein mentioned.

Jodi A. Smiley  
NOTARY PUBLIC

GRANTEE'S ADDRESS:  
Thomas C. Noonan  
P. O. Box 790  
Tucson, AZ 85702

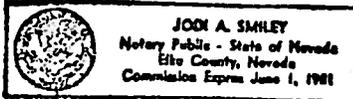


EXHIBIT "A"

All those certain lots, pieces or parcels of land situate in the County of Elko, State of Nevada, more particularly described as follows:

PARCEL 1

TOWNSHIP 41 NORTH, RANGE 54 EAST, MDB&M.

Section 8: N $\frac{1}{2}$ SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING, THEREFROM, all minerals, including geothermal resources, with the right to mine and remove the same as set forth in the Patent from the UNITED STATES OF AMERICA, recorded March 19, 1979 in Book 288, page 474 of Official Records.

PARCEL 2

TOWNSHIP 41 NORTH, RANGE 54 EAST, MDB&M.

Section 5: Lots 9, 10, 11, 12, 13 and 14  
 Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$   
 Section 8: N $\frac{1}{2}$ NW $\frac{1}{4}$

EXCEPTING, THEREFROM, all minerals, including geothermal resources, with the right to mine and remove the same as set forth in the Patent from the UNITED STATES OF AMERICA, recorded March 19, 1979 in Book 288, page 474 of Official Records.

PARCEL 3

TOWNSHIP 40 NORTH, RANGE 54 EAST, MDB&M.

Section 9: NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 41 NORTH, RANGE 54 EAST, MDB&M.

Section 1: N $\frac{1}{2}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 2: All  
 Section 3: All  
 Section 4: N $\frac{1}{2}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; S $\frac{1}{2}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$   
 Section 5: SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 8: NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 9: All  
 Section 10: All  
 Section 11: SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 12: S $\frac{1}{2}$ N $\frac{1}{2}$ ; N $\frac{1}{2}$ S $\frac{1}{2}$   
 Section 13: NE $\frac{1}{4}$ ; SW $\frac{1}{4}$   
 Section 14: E $\frac{1}{2}$ NW $\frac{1}{4}$ ; S $\frac{1}{2}$   
 Section 16: NW $\frac{1}{4}$   
 Section 17: That portion of the E $\frac{1}{2}$ NE $\frac{1}{4}$  NE $\frac{1}{4}$ SE $\frac{1}{4}$  described as follows:

Beginning at the Northeast corner of said Section 17, being Corner No. 1, the Point of Beginning, thence N 89°57'06"

W., a distance of 488.71 feet along the northerly boundary of said Section 17 to Corner No. 2; thence S 14°07'28" W., a distance of 2,635.82 feet to Corner No. 3, a point of intersection with an existing fence; thence S 73°02'44" E., a distance of 271.66 feet along an existing fence to Corner No. 4; thence S 71°35'34" E., a distance of 922.23 feet along an existing fence to Corner No. 5, a point on the easterly boundary line of said Section 17; thence N 0°03'28" W., a distance of 2,926.15 feet along the easterly boundary line of said section to Corner No. 1, the Point of Beginning, that parcel excepted containing 52.38 acres more or less.

Section 23: N $\frac{1}{2}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$   
 Section 24: SW $\frac{1}{4}$

TOWNSHIP 42 NORTH, RANGE 54 EAST, MDB&M.

Section 15: SW $\frac{1}{4}$   
 Section 16: E $\frac{1}{2}$ SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 21: E $\frac{1}{2}$   
 Section 22: W $\frac{1}{2}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; That portion of the W $\frac{1}{2}$ SE $\frac{1}{4}$  lying westerly and southerly of the Division Line hereinafter described.  
 Section 25: That portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{2}$ ;W $\frac{1}{2}$ SE $\frac{1}{4}$  lying southerly and westerly of the Division Line.  
 Section 26: SE $\frac{1}{4}$  and that portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$  and W $\frac{1}{2}$  lying southerly of the Division Line hereinafter described as being that part lying southerly of the existing access road to the PX RANCH HEADQUARTERS.  
 Section 27: NW $\frac{1}{4}$ ; W $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; NW $\frac{1}{2}$ SE $\frac{1}{4}$  and that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  lying westerly and southerly of the Division Line hereinafter described.  
 Section 28: E $\frac{1}{2}$ NE $\frac{1}{4}$   
 Section 33: Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ); SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 34: S $\frac{1}{2}$   
 Section 35: All  
 Section 36: That portion of all of the section lying westerly and southerly of the Division Line hereinafter described.

TOWNSHIP 41 NORTH, RANGE 55 EAST, MDB&M.

Section 2: Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ); SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 3: E $\frac{1}{2}$ E $\frac{1}{2}$ ; S $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 4: S $\frac{1}{2}$ S $\frac{1}{2}$   
 Section 5: SW $\frac{1}{4}$   
 Section 6: That portion of all of said section lying southerly of the

Division Line hereinafter described and westerly of the westerly right-of-way line of the Elko-Mountain City Highway as now constructed.

- Section 7: NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ .
- Section 8: Lots 2, 3 and 4 (SE $\frac{1}{4}$ NE $\frac{1}{4}$  and E $\frac{1}{2}$ SE $\frac{1}{4}$ ); SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 9: N $\frac{1}{2}$
- Section 10: W $\frac{1}{2}$ NW $\frac{1}{4}$
- Section 17: W $\frac{1}{2}$ W $\frac{1}{2}$
- Section 18: E $\frac{1}{2}$ ; SW $\frac{1}{4}$
- Section 19: N $\frac{1}{2}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 20: W $\frac{1}{2}$
- Section 30: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 31: NE $\frac{1}{4}$ NE $\frac{1}{4}$

TOWNSHIP 42 NORTH, RANGE 55 EAST, MDB&M.

- Section 31: All that portion of the SW $\frac{1}{4}$  lying westerly and southerly of the Division Line hereinafter described.
- Section 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 35: W $\frac{1}{2}$ W $\frac{1}{2}$

TOWNSHIP 41 NORTH, RANGE 56 EAST, MDB&M.

An undivided onethird interest in and to:

- Section 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM, all that portion of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, T. 41 N., R. 55 E., MDB&M., conveyed to the STATE OF NEVADA by Deed recorded August 25, 1938 in Book 49, page 251 of Deeds.

EXCEPTING FROM a portion of Parcel 3, 50% of all oil, gas, petroleum, naphtha, and other hydrocarbon substances and of all minerals of whatsoever kind or nature in, upon or beneath said land; as reserved and excepted by the FEDERAL LAND BANK OF BERKELEY in Deed recorded June 2, 1939 in Book 49, page 472 of Deeds.

The Division Line as referred to above is more particularly described as follows:

Commencing at the Southeast Corner of Section 31, T. 42 N., R. 55 E., MDB&M, thence S 85° 09' 16" W a distance of 1,232.58 feet to Corner No. 1, the Point of Beginning, being a point of intersection of existing fence line with the westerly boundary of the right-of-way line of the Elko to Mountain City, Nevada State Highway as now constructed; thence S 56° 41' 26" W along an existing fence a distance of 700.11 feet to Corner No. 2; thence S 38° 36' 39" W along an existing fence a distance of 470.28 feet to Corner No. 3; thence N 35° 13' 03" W along an existing fence a distance of 686.74 feet to Corner No. 4;

thence N 44° 14' 33" W along an existing  
 fence a distance of 830.81 feet to Corner No.  
 5;  
 thence N 35° 33' 30" W along an existing  
 fence a distance of 355.76 feet to Corner No.  
 6;  
 thence N 53° 04' 04" W along an existing  
 fence a distance of 1,147.17 feet to Corner  
 No. 7;  
 thence N 47° 39' 45" W along an existing  
 fence a distance of 1,050.30 feet to Corner  
 No. 8;  
 thence S 23° 36' 24" W a distance of 204.28  
 feet to Corner No. 9;  
 thence N 41° 17' 49" W a distance of 2,239.89  
 feet to Corner No. 10;  
 thence N 31° 15' 58" W along an existing  
 fence a distance of 2,161.69 feet to Corner  
 No. 11;  
 thence N 81° 07' 37" W along an existing  
 fence a distance of 257.86 feet to Corner No.  
 12;  
 thence N 0° 35' 57" E along an existing fence,  
 a distance of 721.38 feet to Corner No. 13;  
 thence N 69° 30' 41" W a distance of 576.22  
 feet to Corner No. 14;  
 thence N 64° 13' 07" W to an existing fence a  
 distance of 2,333.61 feet to Corner No. 15;  
 thence N 3° 16' 42" E along an existing fence,  
 a distance of 150.60 feet to Corner No. 16;  
 thence N 18° 48' 37" E along an existing  
 fence a distance of 735.16 feet to Corner No.  
 17;  
 thence N 71° 56' 08" W along an existing  
 fence a distance of 1,151.53 feet to Corner  
 No. 18;  
 thence N 72° 09' 03" W along an existing fence  
 a distance of 913.26 feet to Corner No. 19;  
 thence N 81° 04' 52" W along an existing  
 fence a distance of 350.05 feet to Corner No.  
 20;  
 thence N 78° 15' 37" W along an existing  
 fence a distance of 885.64 feet to Corner No.  
 21;  
 thence N 77° 23' 53" W along an existing  
 fence a distance of 2,317.18 feet to Corner  
 No. 22;  
 thence N 45° 23' 07" W along an existing  
 fence a distance of 1,273.77 feet to Corner  
 No. 23;  
 thence N 58° 02' 33" W along an existing  
 fence a distance of 953.18 feet to Corner No.  
 24;  
 thence N 8° 58' 32" W along an existing fence  
 a distance of 216.75 feet to Corner No. 25;  
 thence N 4° 18' 59" W along an existing fence  
 a distance of 2,179.08 feet to Corner No. 26,  
 being a point on the East-West quarter section  
 line of Section 22, T., 42 N., R. 54 E.,  
 MDB&M;  
 thence S 89° 54' 20" E along an existing  
 fence a distance of 545.90 feet to Corner No.  
 27, the Point of Ending from which the South  
 one-quarter of Section 23, T. 42 N., R. 54 E.,  
 MDB&M bears S 56° 00' 48" E a distance of  
 4,767.51 feet.

PARCEL 4

TOWNSHIP 41 NORTH, RANGE 56 EAST, MDB&amp;M.

Section 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$   
 Section 4: S $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$   
 Section 9: N $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ NW $\frac{1}{4}$   
 An undivided onethird interest in and to:  
 Section 10: S $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL 5

TOWNSHIP 42 NORTH, RANGE 54 EAST, MDB&amp;M.

Section 16: Lots 5, 6, 7 and 8; NW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 21: Lots 1, 2, 3, 4, 5, 6, 7 and 8  
 (W $\frac{1}{2}$ )  
 Section 27: W $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 28: Lots 1, 2, 3, and 4 (W $\frac{1}{2}$ W $\frac{1}{2}$ );  
 E $\frac{1}{2}$ W $\frac{1}{2}$ ; W $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$   
 Section 33: NE $\frac{1}{4}$ ; E $\frac{1}{2}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$

## TOGETHER WITH:

All buildings, fixtures, and improvements of Grantors thereon; and

All fences thereon, EXCEPT the boundary line fences between the lands herein conveyed and the lands owned by and of the Grantors (or any combination of Grantors) which adjoin the lands herein deeded as to which boundary line fences with all gates and cattleguards therein, Grantors convey to Grantee an undivided one-half ( $\frac{1}{2}$ ) interest therein and reserve and retain the remaining undivided one-half ( $\frac{1}{2}$ ) interest therein. It having been agreed that repair, maintenance and replacement thereof hereafter shall be paid by the owners of such boundary line fences in proportion to their ownership thereof, and that any owner of any interest in the fence may move it to the boundary line at such owner's expense; and

All right, title, interest and estate of Grantors in and to all minerals, oil, gas, and geothermal resources in or under said lands; and

All existing easements and rights of way benefiting the above-described real property including, but not limited to, all easements and rights of way for ingress and egress to said property; and

The tenements, hereditaments, and appurtenances, thereunto belonging or in anywise appertaining and the reversions, remainders, rents, issues and profits thereof.

Water Rights

Together with those water rights decreed to the lands described above by the Bartlett Decree and the Edward's Decree in Civil Action No. 2804 in the Sixth Judicial District, Court of the State of Nevada, in and for the County of Humboldt, 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 Tributaries, as listed in the Bartlett Decree and the Edward's Decree in the commonly called "Blue Book" compilation of those court proceedings, and any subsequent court orders, judgments, and decrees amending, modifying or superceding such Decrees, and by the cultural maps and proofs therefor; and

Together with any wells on said lands and the logs, applications, maps, proofs, permits and certificates therefor, including but not limited to Permit No. 31348; and

Together with any other water rights appurtenant to said lands by appropriation, with the applications, maps, proofs, permits and certificates therefor; and

Together with all stockwater rights and domestic water rights appurtenant to said lands; and

Together with all dams, diversions, canals, ditches, headgates, measuring devices, pipelines, reservoirs, and other means used to divert and apply such water rights to beneficial use, and all easements therefore and agreements relating thereto, with the right to maintain, clean and repair them by use of modern equipment and methods, repairing any damage caused thereby.

Grantors reserve and retain all other water rights, wells, and appropriated water rights, stockwater rights, domestic water rights, and other water rights owned or claimed by Grantors with all dams, diversions, canals, ditches, headgates, measuring devices, flumes, pipelines, reservoirs and all other means used to divert and apply such water rights to beneficial use, and all easements therefor, and agreements relating thereto, with the right to maintain, clean and repair them by use of modern equipment and methods, repairing any damage caused thereby.

If this transfer of water rights results in the parties dividing any bracketed decreed water rights or having any common dams, diversions, canals, ditches, headgates, measuring devices, flumes, pipelines, reservoirs, or other means or methods to divert and apply water rights to beneficial use, the parties hereto agree:

1. Each party shall have and use a proportionate part of the entire bracketed right (including priority, culture acres, length of season and duty of water), for each type of culture acres each party has according to the Proof Culture Map based upon the total acres of each culture acre type each party has within the bracketed water right; and

2. The use, maintenance, repair, and replacement of all of such common means and methods to divert and apply water rights to beneficial use shall be reasonably and timely made as needed for each year's water use and paid for by each party in proportion to the amount of water right each party has the right to use in connection with such common means and methods. If either party fails to perform these obligations after written demand by the other, the party giving notice may perform such other party's obligation at such other party's expense and be entitled to reimbursement upon demand.

These agreements shall not preclude either party from entering into rotation and other agreements for use of such party's water rights.

Grazing Preferences

Together with the grazing preference to graze livestock on public lands apportioned and attached to or based upon the above-described lands herein conveyed for use in the Beaver Creek Allotment.

Together with the grazing preference to graze livestock in the Foreman Creek Allotment and in the portion of the North Fork Allotment south of the existing division of such allotment in the vicinity of Dry Canyon, in the Humboldt National Forest, apportioned or attached to or based upon to the above-described lands herein conveyed.

RESERVING TO GRANTORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND EXCEPTING HEREFROM:

1. The Ranch Road Access Easement, and Ranch Road License set out in Exhibit "B" attached hereto as part hereof; and
2. The Electric Power Line Easement set out in Exhibit "C" attached hereto as part hereof; and
3. With the right to convey each of the above to such Grantee as Grantor may select.

SUBJECT TO:

1. All conditions, encroachments, planning, codes, laws, zoning, ordinances, restrictions and regulations, if any, which apply to the property.
2. All rights of way, easements, licenses, and privileges which existed October 15, 1980, for highways, roads, trails, railroads, canals, dams, diversions, pipelines, ditches, flumes,

reservoirs, conduits, pipe, pole, or transmission lines, telephone and communication lines and cables, on, under, over, through or across said lands or any portion thereof.

3. All covenants, conditions, restrictions, reservations, exceptions, easements, rights of way, oil and gas leases and mineral leases existing and of public record in the Elko County Recorder's office on October 15, 1980.

4. All reservations of oil, gas, petroleum, minerals, coal, sand, gravel, building stone, geothermal resources and other substances made prior to October 15, 1980 by parties other than Grantors.

5. Agricultural Use Assessment pursuant to Chapter 361A of Nevada Revised Statutes.

6. The Ranch Road Access Easement and Ranch Road License, and the Electric Power Line Easement above reserved as hereafter granted and conveyed.

EXHIBIT B

RANCH ROAD ACCESS EASEMENT  
AND  
RANCH ROAD LICENSE

FOR VALUABLE CONSIDERATION RECEIVED, JAMES JEROME MOISO, a married man dealing with his sole and separate property, and RICHARD J. O'NEILL and ALICE O'NEILL AVERY, as Trustees under Declaration of Trust, dated April 18, 1968, made by RICHARD J. O'NEILL, "Grantors", grant, bargain and sell to FRANK S. GALEY, JR. and GWENDOLYN R. GALEY, his wife, "Grantees", as joint tenants with right of survivorship and not as tenants in common, and their assigns and the heirs and assigns of the survivor, forever, the ranch road access easement located in the County of Elko, State of Nevada, described as follows:

A ranch road easement forty (40') feet wide over the following described lands:

Township 41 North, Range 55 East, M.D.B.&M.

- Section 8: The Southerly 40 feet of that portion of N $\frac{1}{2}$ SW $\frac{1}{4}$  lying West of the Elko/Mountain City Highway..
- Section 7: The Southerly 40 feet of the N $\frac{1}{2}$ S $\frac{1}{4}$ .

Township 41 North, Range 54 East, M.D.B.&M.

- Section 12: Southerly 40 feet of the N $\frac{1}{2}$ S $\frac{1}{4}$ .
- Section 11: Southerly 40 feet of the N $\frac{1}{2}$ SE $\frac{1}{4}$  and the Easterly 40 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; and the Southerly 40 feet of the S $\frac{1}{2}$ S $\frac{1}{4}$  of the SW $\frac{1}{4}$ .
- Section 10: Southerly 40 feet of the S $\frac{1}{2}$ S $\frac{1}{4}$ .
- Section 9: Southerly 40 feet of the S $\frac{1}{2}$ S $\frac{1}{4}$ .
- Section 8: Southerly 40 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ .

The above road easement terminates, extinguishes and replaces the existing road depicted on Map Exhibit "B" attached hereto as part hereof, and the easement therefor. However, Grantors hereby grant Grantees a ranch road license to use such existing road where it is now on lands owned by Grantors for ranch road purposes until such time as a portion or section of such existing road is moved onto the ranch road easement above-described at which time this license as to each such portion or section of such existing road replaced shall terminate.

This grant is made on the following terms, conditions, agreements and reservations:

1. The Grantors and Grantees, and their respective heirs, successors and assigns, shall have the right and option:

A. To use, construct, reconstruct, improve, repair, maintain, surface, gravel, pave, grade, drain, slope, culvert, cattle-guard, gate, fence, and bridge those portions and sections of such existing ranch road depicted on Map Exhibit "B" for which the ranch

road license above granted has not been terminated; and

B. To widen and to realign those portions of such existing ranch road (Exhibit "B") for which the license has not been terminated, providing such widening and realignment shall only be within the ranch road easement granted above; and

C. To move, relocate, and reconstruct all or any portions or sections of such existing ranch road (Exhibit "B") into and on the ranch road easement granted above; and

D. To use, realign, construct, reconstruct, improve, repair, maintain, widen, surface, gravel, pave, grade, drain, slope, culvert, cattleguard, gate, fence and bridge a ranch road within the ranch road easement granted above, all such work however, to be within the said forty (40') foot width of the easement.

2. Grantors further reserve for themselves and their heirs, successors and assigns, all rights of the owner of the subservient estate and the right, at their option, to move or replace the ranch road easement granted above, or any portions or sections thereof, with a new or substitute easement of at least the same width, provided all costs thereof, including survey, reconstruction of the replacement ranch road to at least the quality, width and condition of the ranch road replaced, and conveyancing shall be paid by Grantors or their heirs, successors or assigns. Coincidentally with conveyance to Grantees of each such replacement ranch road easement area, this road easement for the replaced road shall be terminated and extinguished and Grantees, or their successor or assigns, shall reconvey to the Grantor of the replacement easement, each portion of this road easement which is replaced.

3. Maintenance and repair of the existing ranch road (Exhibit "B"), for which the license is herein granted, and of the ranch road easement, and of each replacement road easement, portion and section thereof, shall be paid ratably by the parties in proportion to the use of such road made by each party and others using such road with the consent, agreement or acquiescence of such party.

4. This Ranch Road Access Easement and Ranch Road License is for the benefit of, appurtenant to and will run with the land, or any portion thereof, in the County of Elko, State of Nevada, described in that Grant, Bargain and Sale Deed and Quitclaim Deed being delivered coincidentally herewith between these same parties and recorded the 2<sup>nd</sup> day of March, 1981, in Book 347, page 221, Official Records, Elko County Recorder's office, Elko, Nevada, and the lands over which they run, and shall be for the benefit and use of Grantors, and their heirs, successors and assigns, as owners of the servient estate and adjacent lands, and for the benefit and use of Grantees, and their heirs, successors and assigns.

5. Recording of this instrument shall constitute agreement of the parties hereto.



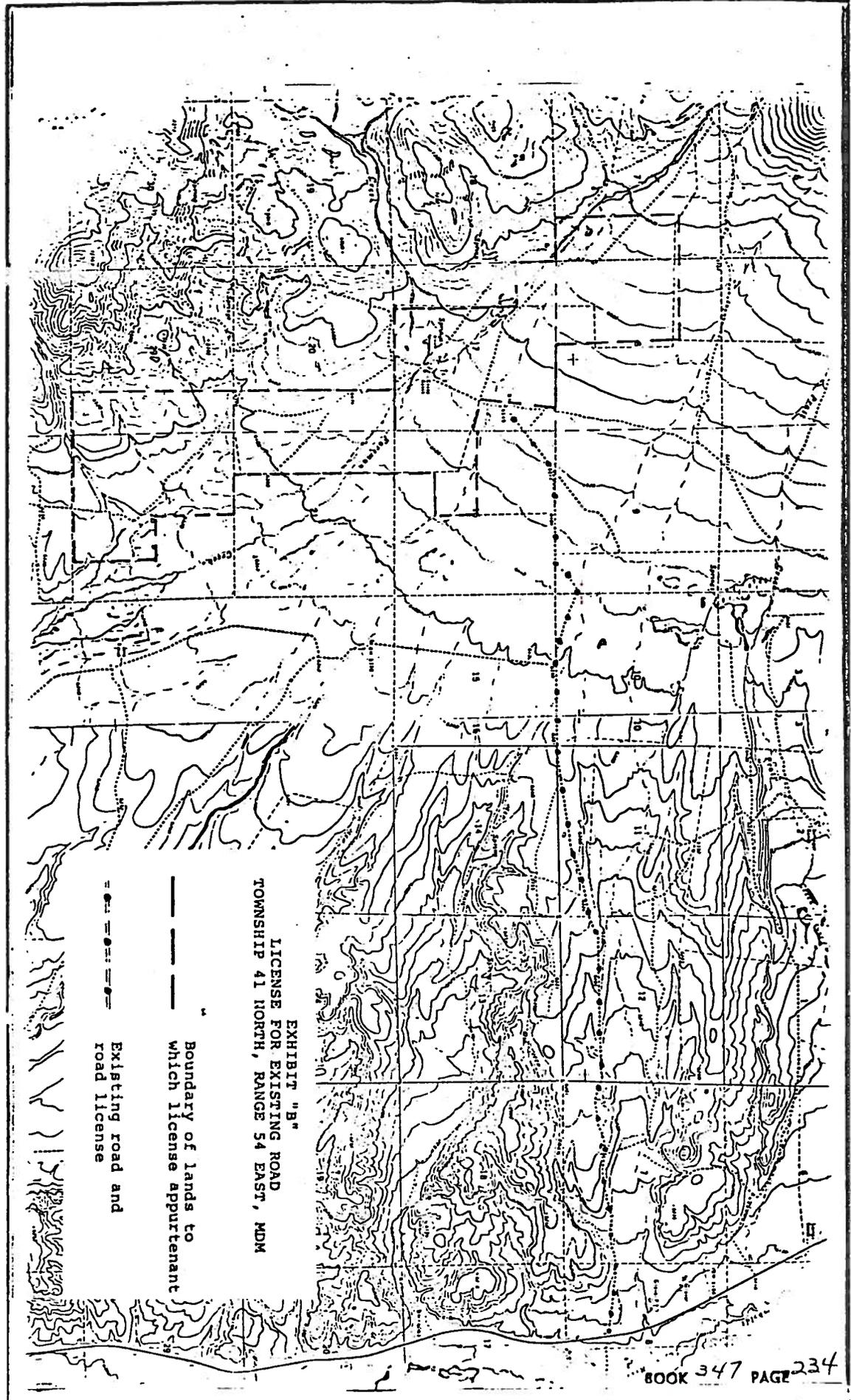


EXHIBIT "B"  
LICENSE FOR EXISTING ROAD  
TOWNSHIP 41 NORTH, RANGE 54 EAST, MDM

— Boundary of lands to  
which license appurtenant

- - - Existing road and  
road license

## EXHIBIT C

ELECTRIC POWER LINE EASEMENT

FOR VALUABLE CONSIDERATION RECEIVED, JAMES JEROME MOISO, a married man dealing with his sole and separate property, and RICHARD J. GALEY and ALICE O'NEILL AVERY, as Trustees under Declaration of Trust, dated April 18, 1968, made by RICHARD J. O'NEILL, "Grantors", grant, bargain and sell to FRANK S. GALEY, JR. and GWENDOLYN R. GALEY, his wife, "Grantees", as joint tenants with right of survivorship, and not as tenants in common, and their assigns and the heirs and assigns of the survivor, forever, the electric power line easement located in the County of Elko, State of Nevada, described as follows:

An easement for electric power line service, fifteen (15') feet in width, the centerline of which is that "Location of Power Line Easement" drawn on the Map Exhibit "C" attached hereto as part hereof, which runs from the existing electric power service at the Ballanger Ranch, along the route drawn on Map Exhibit "C" hereto, to the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 17, Township 41 North, Range 54 East, M.D.M.

This grant is made on the following terms, conditions, agreements and reservations:

1. Grantors reserve the right to use such easement and power line in common with Grantees and to connect to any power line and service constructed on such easement, on condition that it shall be at Grantors' expense and such use and connection does not impair or diminish Grantees' power use.
2. It shall be Grantees' responsibility to construct and maintain such power lines and service for Grantees' use; and it shall be Grantors' responsibility to construct and maintain any additional power lines and services for Grantors' use. If use is made in common of the power line or service, maintenance of such common use facilities shall be ratably paid by the parties hereto in proportion to the respective amount of power use by each from such common use facilities.
3. If Grantees obtain electric service from a source other than the one now existing at the Ballanger Ranch hook-up, or if the power line to provide Grantees' electric power is constructed along or over an easement or route other than herein granted, on power hook-up, Grantees shall quitclaim to Grantors', or their heirs, successors or assigns, this easement.
4. Grantees, their heirs, successors and assigns, shall have the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission line, together with necessary guys and anchors, supporting structures, insulators and crossarms, and other necessary or convenient appurtenances connected therewith, across, over and upon this easement.
5. The Grantees, their successors and assigns, shall at all reasonable times have ingress to and egress to said easement over routes designated by Grantors for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said power line.

6. Grantees shall be responsible for any damage to personal property, improvements, buildings, fences or animals, suffered by Grantors, their heirs, successors and assigns, and by third parties, by reason of the construction, maintenance or operation of said line, except that caused by Grantors.

7. Grantees, their successors and assigns, will at all times indemnify, save and hold harmless the Grantors, their heirs, successors and assigns, of and from any and all claims, fees, costs, loss, damages or liability they may suffer or sustain by reason of any injury or damage to the person or property of another, caused by negligent construction, maintenance or operation of said power line for or by the Grantees, except that caused by Grantors.

8. Grantees, their successors and assigns, shall have the right from time to time to remove or clear, and keep clear, any and all trees, underbrush, structures, or other obstructions upon said right-of-way, as in the judgment of the Grantees, may interfere with or endanger said lines or appurtenances when erected.

9. Grantors will retain the right of use of the land within the said right-of-way, for agriculture or grazing or purposes not in conflict with line clearances or access required by Grantees.

10. Grantees shall not assert a claim against the Grantors, their heirs, successors or assigns, for any loss or damage to the electric transmission line and its component parts that may be caused by or result from any acts or omissions of third parties or from water, fire, or act of God.

11. Grantees shall, at Grantors' request, seed with such livestock feeds or forage as shall be designated by the Grantors, the easement area and all adjacent or adjoining land, which is disturbed or damaged, or suffers any removal of crops; or livestock feed or forage during the exercise of the Grantees' rights hereunder. All such seeding shall be to Soil Conservation Service standards and shall be completed within ninety (90) days after Grantors' request.

12. Grantees shall not blade or otherwise disturb the soil within the easement, except as necessary for the construction operation and maintenance of the electric transmission line.

13. Grantees shall mark with warning devices that will visually clearly identify all guys and anchors, wires and cables, which could create a hazard to passing persons, vehicles or horses.

14. Grantees shall not fence or otherwise enclose the easement without the prior written consent of the Grantors.

15. Grantees shall Quitclaim and reconvey to the Grantors this easement, or any portion thereof, which the Grantees at any time in the future should no longer require for the purposes hereinsetforth or which the Grantees shall abandon or terminate its use.

16. That any claim for damage to the electric transmission line, or any component part thereof, for damages allegedly caused by the Grantors, their heirs, successors or assigns, shall be limited to the actual cost of repair of the physical components and shall not include any loss of profits, loss of line and service rental or charges, or any other form of damage, arising or relating to the interruption of service, or use of the electric transmission line and the Grantees hereby release and discharge



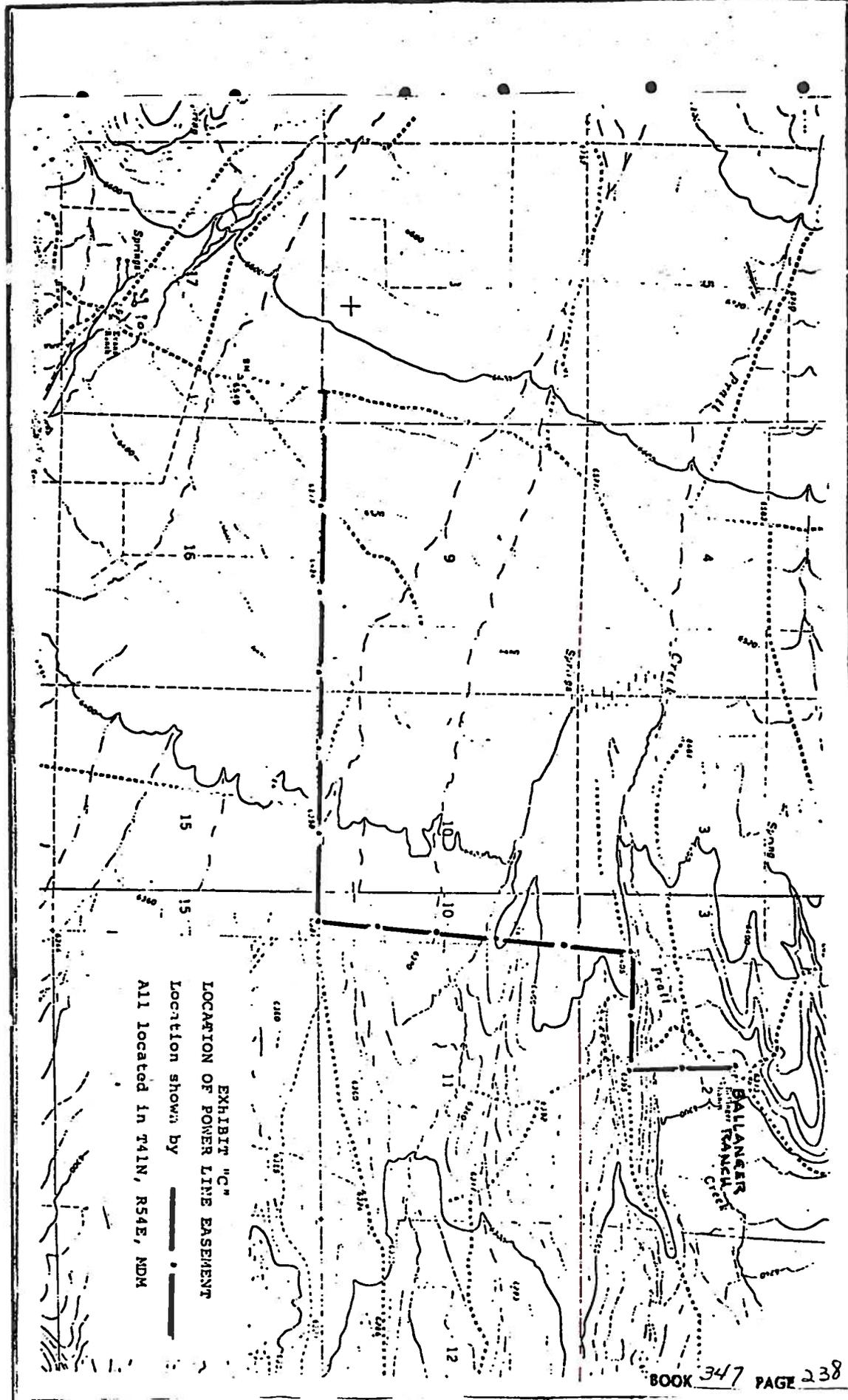


EXHIBIT "C"  
LOCATION OF POWER LINE EASEMENT  
Location shown by ———  
All located in T41N, R54E, NDM



**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 April A.D. 1995  
JERRY D. REYNOLDS, COUNTY RECORDER

By \_\_\_\_\_  
(SEAL)

FILED 21.00 145739  
FILED FOR RECORD  
AT REQUEST OF

First American Title Co. of Nev.

81 MAR 2 P 4: 43

INDEXED

RECORDED BY 347 PG 221  
JERRY D. REYNOLDS  
ELKO CO. RECORDER