

Official Record

Requested By
WILSON BARROWS SALYER JONES
Elko County - NV

D Mike Smales - Recorder
Page: 1 of 6 Fee: \$19.00
Recorded By ST RPTT: \$0.00



687976

APN: 007-08B-008

**Mailing Address of Grantee or Other Person
Requesting Recording:**

Wilson | Barrows | Salyer | Jones
442 Court Street
Elko, Nevada 89801

Mail Tax Statements to:

Name: Jan M. & Frances A. Rockwell
Address: 400 South Ashburn Drive
City/State/Zip: Spring Creek, Nevada 89815

Social Security Number Affirmation Statement:



In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does not contain personal information, including full social security number of any person;

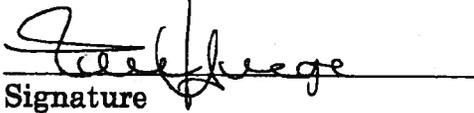
-OR-



In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does contain personal information, including full social security number of a person.

Ellen Buege
Name

Legal Assistant
Title


Signature

Title of Document Recorded:

Grant, Bargain and Sale Deed



GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED the undersigned Grantors hereby grant, bargain and sell all right, title and interest in and to the following property in the County of Elko, State of Nevada, to the following Grantees:

Grantors: Jan M. Rockwell and Frances Ann Rockwell, husband and wife;

Grantees: Jan M. Rockwell and Frances A. Rockwell, as trustees of the Rockwell Family Trust, a living revocable trust;

Taking title as: community property with the right of survivorship;

Estate conveyed: fee simple;

Legal description of property conveyed:

See Exhibit "A" attached hereto and made a part thereof.

TOGETHER WITH all buildings and improvements situate on all of the above described real property.

TOGETHER WITH the tenements, hereditaments and appurtenances belonging or in anywise appertaining to all of the above described real property, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

SUBJECT TO all of the terms and conditions of the Revocable Trust Agreement and Declaration of Trust dated June 25, 2013 ("Trust Agreement") by and between Grantors as Trustors and Grantees as Trustees, as thereafter amended from time to time.

SPECIAL TRUST PROVISIONS:

1. This Deed is conveying title to one or more Trustees of a revocable, amendable, inter-vivos trust.
2. In spite of this conveyance, any and all community property which is transferred to this Trust shall retain its character as community property both as Trust principal and after any subsequent distribution or withdrawal



from the Trust; and any and all separate property of either Trustor which is transferred to this Trust shall retain its character as the separate property of that transferring Trustor, both as Trust principal and after any subsequent withdrawal distribution or from the Trust, even if the title to such separate property is held in the name more than one Trustee.

3. A change in the identity or number of Trustees may be established of record by an affidavit or certification made by a person with personal knowledge reciting the reason for change. In the case of the death of a Trustee then holding record title to Trust real estate, a certified copy of deceased Trustee's death certificate must be attached to the affidavit or certification.
4. Any successor Trustee shall, by the act of appointment, be vested with the prior Trustee's title to all Trust property automatically and without conveyance from the prior Trustee(s) or a deceased Trustee's personal representatives, heirs or devisees, to be established of record by the filing of the instrument of successor appointment. Except to the extent otherwise provided in the instrument of appointment, all successor Trustees succeed to all powers and duties of held by the prior Trustee.
5. One acceptable "act of appointment" of a successor Trustee shall be the acceptance of a nomination by a prior nominated Trustee, and in that case the "instrument of acceptance" shall be the document evidencing the acceptance of the nomination.
6. A full and unconditional termination of the Trust by the Trustor(s)' exercise of the power of revocation will automatically be deemed to be a full and unconditional reconveyance of all of the Trust property to the Trustor(s) exercising the power of revocation and the recordation of the instrument of revocation shall be the equivalent of a deed by the Trustee(s) to the Trustor(s) entitled thereto.
7. The Trust will terminate upon the occurrence of a termination event specified in the Trust Agreement, in effect at the time of such occurrence. At the time of termination, the Trustee(s) then in office have the duty to windup the Trust and distribute the assets to the persons or entities then entitled to such distribution in accordance with the Trust Agreement then in effect. There shall be no court supervision of the winding-up and distribution process. Distribution is to be accomplished by the Trustee(s), without court supervision and without third-party review of the unrecorded Trust



Agreement (as amended), by conveyance of the real estate of the Trust by Grant, Bargain and Sale Deed or other appropriate transfer document. No third party is required or allowed to go behind the Trustee(s)' distribution Deed to ascertain that the Trustee(s) complied with the distribution provisions of the Trust Agreement then in effect and all recitals in such distribution Deeds must be deemed conclusively correct by all third parties.

- 8. It is requested that all title companies insure good title in the distributees, and their successors in interest and assigns, based solely on the record title, including this Deed, the affidavits or certifications above referred to, and the Trustee(s)' Distribution Deed, and without going behind such Deeds or affidavits or certifications to review the Trust Agreement then in effect, or other non-record events, or otherwise.

GRANTORS:

DATED: ~~June~~ ^{July} 2, 2014

Jan M. Rockwell
Jan M. Rockwell, individually

DATED: June 27, 2014

Frances Ann. Rockwell
Frances Ann. Rockwell, individually

Grantees hereby accept the above conveyance.

GRANTEES:

DATED: ~~June~~ ^{July} 2, 2014

Jan M. Rockwell
Jan M. Rockwell, Trustee

DATED: June 27, 2014

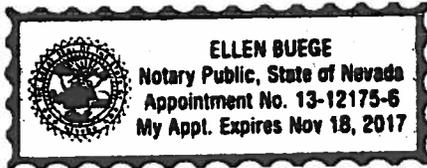
Frances A. Rockwell
Frances A. Rockwell, Trustee

[Notarization on following page]



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

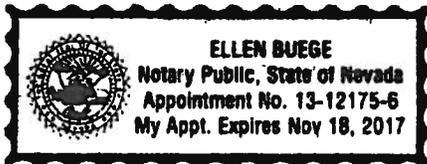
On ~~June~~ ^{July} 2, 2014, personally appeared before me, a Notary Public, Jan M. Rockwell, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument, individually, and as Trustee of the Rockwell Family Trust, a living, revocable trust.



Ellen Buege
NOTARY PUBLIC

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

On June 21, 2014, personally appeared before me, a Notary Public, Frances A. Rockwell, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument, individually, and as Trustee of the Rockwell Family Trust, a living, revocable trust.



Ellen Buege
NOTARY PUBLIC

This notary is attached to a Grant, Bargain and Sale Deed dated June ____, 2014.

14060182.eb.wpd
June 27, 2014



EXHIBIT "A"
LEGAL DESCRIPTION

File Number: 01415-10357

PARCEL 1:

A parcel of land located in the S1/2NW1/4 of Section 19, Township 33 North, Range 58 EAST, M.D.B.&M., more particularly described as follows:

Commencing at Corner No. 1, which is the West quarter corner of Section 19;

Thence North 89°54'41" East, a distance of 731.21 feet to Corner No. 2;

Thence North 0°23' East, a distance of 368.58 feet to Corner No. 3;

Thence South 89°54'41" West, a distance of 731.21 to Corner No. 4;

Thence South 0°23' West, a distance of 368.58 feet to Corner No. 1 the point of beginning;

EXCEPTING THEREFROM that certain parcel of land more particularly described as follows:

A parcel of land located in the SW1/4NW1/4 of Section 19, Township 33 North, Range 58 East, M.D.B.&M., Elko County, Nevada; more particularly described as follows:

Commencing at the West 1/4 of said Section 19;

Thence North 89°54'41" East, 711.21 feet to Corner No. 1, the true point of beginning;

Thence continuing North 89°54'41" East, 20.00 feet to Corner No. 2;

Thence North 0°23'00" East, 20.00 feet to Corner No. 3,

Thence South 45°08'50" West, 28.40 feet to Corner No. 1, the point of beginning.

PARCEL 2:

A parcel of land located in the NW1/4SW1/4 of Section 19, Township 33 North, Range 58 East, M.D.B.&M., Elko County, Nevada; more particularly described as follows:

Beginning at Corner No. 1, which is the West 1/4 corner of said Section 19;

Thence North 89°54'41" East, 711.21 feet to Corner No. 2;

Thence South 0°12'15" West, 306.24 feet to Corner No. 3;

Thence South 89°54'41" West, 711.68 feet to Corner No. 4, a point on the West line of said Section 19;

Thence North 0°17'30" East, 306.24 feet along the West line of said Section 19 to Corner No. 1, the point of beginning.

"Together with all water rights, surface or ground, permitted, certificated, adjudicated, or vested, as well as all seeps, springs, and other rights to water, of any nature whatsoever, appurtenant to or historically used on the property."