

ELKO COUNTY

Documentary Transfer Tax \$ 825.00
 Computed on full value of property described; or
 Computed on full value less liens and encumbrances
remaining against estate of transferor.

Under penalty of perjury
W. J. Blackstock
Signature of declarant or agent authorizing
tax-firm name

D E E D

THIS INDENTURE, made and entered into as of the
2nd day of January, 1974, by and between EDWARD J. BLACKSTOCK
and MARTHA P. BLACKSTOCK, his wife, of the County of Elko,
State of Nevada, First Parties; and PRITCHARD LAND AND CATTLE
COMPANY, a General Partnership, Second Party;

W I T N E S S E T H:

That the said First Parties, for and in consideration
of the sum of TEN (\$10.00) DOLLARS, lawful money of the United
States of America, to them in hand paid by the Second Party,
and other good and valuable consideration, receipt whereof is
hereby acknowledged, do by these presents grant, bargain, sell
and convey unto the said Second Party, its 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 1/2 NW 1/4; SW 1/4
- 2: SE 1/4 NE 1/4; E 1/2 SE 1/4; (Lots 1 and
2; SW 1/4 NE 1/4; W 1/2 SE 1/4)
- 11: All
- 12: W 1/2 NW 1/4; NW 1/4 SW 1/4
- 14: W 1/2 E 1/2; W 1/2
- 15: E 1/2
- 22: E 1/2 E 1/2
- 23: W 1/2
- 26: W 1/2
- 27: E 1/2
- 34: E 1/2 W 1/2; E 1/2
- 35: W 1/2 W 1/2

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

- Section 1: E 1/2; W 1/2 NW 1/4; NE 1/4 SW 1/4;
SW 1/4 SW 1/4
- 3: All
- 11: All
- 13: NW 1/4 NW 1/4; S 1/2 NW 1/4; N 1/2 NE 1/4;
SE 1/4 NE 1/4; S 1/2
- 23: All
- 24: All
- 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 Parties 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 Parties 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, remainders 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 Parties herein, EDWARD J. BLACKSTOCK and MARTHA P. BLACKSTOCK, his wife, make 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 Devil's 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 Buyers. 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 1/2 SE 1/4
 22: All
 27: N 1/2; N 1/2 S 1/2; SW 1/4 SW 1/4;
 SE 1/4 SE 1/4
 28: E 1/2 E 1/2

PARCEL II

Section 3: W 1/2
 10: W 1/2 NW 1/4; NW 1/4 SW 1/4

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

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

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

1. Reservations of minerals contained in Patent executed by the State of Nevada to WILLIAM J. BRYAN, dated May 2, 1901, and recorded May 6, 1901 in Book 3 of Patents at Page 78, official records of Elko County, Nevada; to DAN MURPHY, dated August 22, 1917, and recorded September 1, 1917, in Book 8 of Patents at page 340, official records of Elko County, Nevada; to THOMAS H. WILLIAMS, JR., dated August 22, 1917, and recorded September 1, 1917, in Book 8 of Patents at Page 344, official records of Elko County, Nevada; to ROSE NORDWELL, dated August 22, 1917, and recorded September 1, 1917, in Book 8 of Patents at Page 345, official records of Elko County, Nevada; and to ARTHUR McCAIN, dated February 25, 1919, and recorded March 14, 1919, in Book 8 of Patents at Page 480, official records of Elko County, Nevada.
2. 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.
3. 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.
4. 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.
5. Reservations and exceptions of minerals and easements contained in two Patents from the United States of America to JOHN RUTMAN, recorded in Book 38 of Official Records at Page 219 and 220, official records of Elko County, Nevada.
6. A right-of-way and easement 20 feet in width over the N 1/2 of Section 11, Township 38 North, Range 57 East and SE 1/4 of Section 5, and N 1/2 of Section 7, Township 38 North, Range 58 East, M.D.B.&M. (location undisclosed) for underground cables and other incidental purposes together with the right of ingress and egress granted to AMERICAN TELEPHONE AND TELEGRAPH COMPANY by document recorded September 17, 1967 in Book 87 of official records at Page 540, Elko County, Nevada.

7. Right-of-way for repair, maintenance and improvement of a private road over portions of Sections 11, 13, 24, 25, 35 and 36, Township 38 North, Range 57 East, M.D.B.&M. (location as shown on map attached to said document) as granted to AMERICAN TELEPHONE AND TELEGRAPH COMPANY by document recorded May 28, 1971 in Book 146 of official records at page 265, 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 administrators and assigns of the said Second Party, forever.

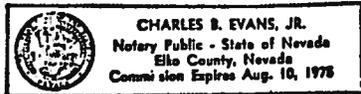
IN WITNESS WHEREOF, the said First Parties have hereunto set their hands the day and year first hereinabove written.

Edward J. Blackstock
EDWARD J. BLACKSTOCK

Martha P. Blackstock
MARTHA P. BLACKSTOCK

STATE OF NEVADA }
COUNTY OF ELKO } SS.

On this 2nd day of January, 1974, personally appeared before me, a Notary Public, EDWARD J. BLACKSTOCK and MARTHA P. BLACKSTOCK, who acknowledged to me that they executed the foregoing instrument.



Charles B. Evans, Jr.
NOTARY PUBLIC

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 1988 A.D. 19
JERRY D. REYNOLDS, COUNTY RECORDER
By *Jerry D. Reynolds*
(SEAL) 80199

LAW OFFICES
EVANS & BELTUS
PROFESSIONAL CENTER
ELKO, NEVADA 89801

File # 80199
FILED FOR RECORD
AT REQUEST OF
First American Title Co of Nev.
JAN 2 11 34 AM '74
RECORDED BOOK 188 PAGE 555
ESTHER N. SKELTON
ELKO COUNTY RECORDER
Fee \$8.00