

#82431

My Commission expires June 18, 1947.

Filed for record at request of Roy Roseberry on the 29 day of Nov. 1943 at 3:15 o'clock P.M.

Gertrude M. Williams, County Recorder

° FILE NO. 82429 °

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ROY P. ROSEBERRY, ET UX

RE:

HELLIE ALPHEA WILD

STATE OF NEVADA,
COUNTY OF ELKO.)

ROY P. ROSEBERRY and GENEVIEVE Y. ROSEBERRY, being first duly sworn, according to law, deposes and says:

That they are citizens of the United States, over the age of twenty-one years, and are residents of Tuscarora, Elko County, Nevada.

That they are the parents of Nellie Althea Wild, they also have the birth date recorded in the family bible.

That said family bible discloses that their daughter Nellie Althea Wild, was born June 6, 1918, at Elko, Elko County, Nevada and they know this to be correct.

ROY P. ROSEBERRY

GENEVIEVE Y. ROSEBERRY

Subscribed and sworn to before me this 29th day of November, 1943.

S E A L

D. M. JEWELL
Notary Public in and for the County of Elko, State of Nevada.

My commission expires. June 18, 1947.

Filed for record at request of Roy Roseberry on the 29 day of Nov. 1943 at 3:17 o'clock P.M.

Gertrude M. Williams, County Recorder

° FILE NO. 82431 °

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T. F. BRENNEN LAND & LIVESTOCK CO.

TO

LEE LIVESTOCK CO., ET AL

WATER CONTRACT AND AGREEMENT BETWEEN THE T. F. BRENNEN LAND & LIVESTOCK CO. and THE LEE LIVESTOCK COMPANY - ELKO, NEVADA August 25th, 1943.

This agreement made this 25th day of August, 1943, by and between the T. F. BRENNEN LAND & LIVESTOCK CO., a corporation of Elko, Nevada, organized January 7, 1929, Party of the first part, and the LEE LIVESTOCK CO., a co-partnership of C. A. BRENNEN and H. M. BRENNEN of Elko, Nevada, Party of the second part;

W I T N E S S E T H :

WHEREAS the T. F. BRENNEN LAND & LIVESTOCK CO., has three (3) springs situated on a portion of its property in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10, T. 32, N. R. 57 E. known as the Slough Pasture Springs, and

WHEREAS by piping the same they can be put to a more beneficial use than now exists, and

WHEREAS both parties to this contract and agreement desire to make a more beneficial use of the water from the above springs now, therefore:

The party of the first part proposes and agrees as soon as practical and convenient to construct a main pipeline of size suitable and on a course suitable for the purpose of this contract and to convey the water from the said Slough Pasture Springs to a point in the vicinity of the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, T. 32 N, R. 57 E., to serve the northerly portion of its property, most particularly the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 9, T. 32 N., R. 57 E., commonly described as the side of the T. F. BRENNEN LAND & LIVESTOCK CO. ranch containing the fifty (50) acre meadow and further to retain first priority and right to delivery of a quantity of water from the main pipeline sufficient to deliver 3000 gallons of water in the aggregate from the flow of water at the point or points of take-off from the main line during any 24-hour period, even though to fulfill this reservation on occasion might absorb the entire water supply from this source during periods of drouth and low water supply; and further, during periods of the year when the flow of the water from this source exceeds the above 3000 gallon flow in twenty-four (24) hours then the right to the quantity of water available over and above the 3000 gallons retained and reserved as above is herein granted to the party of the second part for and in consideration of \$1.00 paid in hand, together with a sum of money to be paid in part or in full on demand and equal to the amount of the cost expended by the party of the first part for the construction and installation of the main pipeline and spring box facilities necessary to harness and convey the water from the source; namely, the three (3) Slough Pasture Springs in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 10, T. 32 N. R. 57 E. to the most distant take-off point on the main pipeline in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, T. 32 N. R. 57 E of the T. F. BRENNEN LAND & LIVESTOCK CO. property, with the understanding that the party of the second part supervises the above construction and installation for the party of the first part and that the party of the second part makes payments in the fulfillment of this contract in amounts sufficient to cover the money so expended annually by the party of the first part, and further after the spring boxes and main pipeline jobs are completed on the property of the party of the first part then, and in consideration of the covenants of this contract, the party of the first part herein

grants the party of the second part the right to connect to, and to extend the main pipeline for the conveyance of water from the most convenient point in the S $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 9, T. 32 N. R. 57 E., hence across said area where it will be further carried across the NW $\frac{1}{4}$ of Section 9 and the S $\frac{1}{2}$ of S $\frac{1}{2}$ of Section 4, T. 32 N. R., 57 E. for use at such points thereon as are deemed desirable for stock water, domestic and garden and lawn purposes;

The party of the first part further grants the party of the second part the right to keep the spring facilities and entire main pipeline in repair whenever and in a manner considered necessary to maintain the flow of water in order to convey the water available at the source in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, T. 32 N. R. 57 E. to serve all of the points of use provided, however, that at all times the party of the second part recognizes without dispute the fact that the party of the first part retains and reserves the first right and service to a quantity of water from the main pipeline sufficient to deliver the above 3000 gallons of water in the aggregate at the point or points of take-off from the main line during any 24-hour period, and that the party of the second part is not entitled to receive any water until, and unless, the party of the first part is first receiving delivery of the above quantity of water and further that the party of the second part agrees to confine the use of the water right herein transferred for stock water, domestic and garden and lawn purposes and that the quantity of water serving these purposes must be drawn from the water available in excess of the above 3000 gallons in a 24-hour period which quantity is herein reserved to serve the rights of the party of the first part as described and agreed to herein.

The first party hereby grants to the second party the right of ingress to the first party's said property for the purposes of construction, maintenance and use of equipment as herein outlined.

This instrument is a grant and conveyance of water and water rights to the extent herein defined and limited.

The parties to this agreement and contract to have and to hold its terms and conditions for each of them, respectively, and for their heirs and assigns forever.

IN WITNESS WHEREOF, the said parties herein have hereunto set their hands this 25th day of August, 1943.

LEE LIVESTOCK CO.

By C. A. BRENNEN

By H. M. BRENNEN
Co-Partners

T. F. BRENNEN LAND & LIVESTOCK CO.

By MARY E. BRENNEN
President

By ALICE A. BRENNEN
Vice President

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

On this 31st day of August, 1943, personally appeared before me, a Notary Public in and for said County and State, ALICE A. BRENNEN, known to me to be the Vice-President of T. F. BRENNEN LAND & LIVESTOCK CO., the corporation that executed the foregoing instrument, and upon oath did depose that she is the officer of said corporation as above designated; that she is acquainted with the seal of said corporation, and that the seal annexed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned; on said date also personally appeared before me, a Notary Public as aforesaid, C. A. BRENNEN & H. M. BRENNEN, known to me to be the persons described in and who executed the foregoing instrument as co-partners, doing business under the name and style of LEE LIVESTOCK CO., and acknowledged to me that they executed the same 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 last above written.

S E A L

MILTON B. BADT
Notary Public.

Filed for record at request of C. A. Brennen on the 29 day of Nov. 1943 at 4:55 o'clock P.M.

Gertrude M. Williams, County Recorder

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FIRST NATIONAL BANK OF NEVADA, ELKO BR. TO

REED POST #7-AMERICAN LEGION

NOT NEGOTIABLE

SK Receipt NO. 62390

Nov 2 19 43

Received for safe-keeping from and for account and risk of Reed Post #7 - American Legion securities purporting to be as follows:

One sealed envelope contents unknown

Undersigned bank consents to receive the above described property upon condition that the bank will give to said property left for safe-keeping the same care that it does its own property but beyond that does not assume any responsibility. Upon delivery of above securities, this receipt must be returned by depositor.

FIRST NATIONAL BANK OF NEVADA, ELKO BRANCH
(Full name of Bank or Branch)

(Vice-President)

H.E. SIBMANN
(Asst. Cashier)