

STATE OF NEVADA,)
) ss.
County of PERSHING)

On this 24th day of JULY A. D. one thousand nine hundred and 40.

personally appeared before me, FLORENCE BEARS JACKSON a Notary Public in
and for the said County of PERSHING

H. A. TAYLOR AND JOHN HERZOG

-SEAL-
FSJ

known to me to be the persons described in and who executed the fore-
going instrument, who acknowledged to me that they executed the same
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 at my office in the County of PERSHING, the day
and year in this certificate first above written.

Florence Bears Jackson
Notary Public in and for the County of PERSHING, State of Nevada.

My Commission Expires October 5, 1942

Recorded at request of H. A. Taylor, July 25, 1940 at 36 min. past 1 o'clock P. M. in Book #8,
page 412 of DEEDS. W. W. Parke, Recorder. File No. 21776.

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Calif. Lands Inc. & First Nat. Bank of Nevada
(\$82.50 revenue stamps attached and cancelled.)

to

U. S. America

WARRANTY DEED

THIS INDENTURE, Made this 21st day of June 1940, in pursuance of the Act of June 17, 1902
(32 Stat., 388) and acts amendatory thereof or supplementary thereto, by and between
CALIFORNIA LANDS INC., a corporation organized and existing under and by virtue of the laws
of the State of California, with its principal office in the City of San Francisco, County
of San Francisco, in the State of California, and FIRST NATIONAL BANK OF NEVADA, formerly
First National Bank in Reno, a National Banking corporation, with its main office in Reno,
Nevada, parties of the first part, and THE UNITED STATES OF AMERICA, party of the second
part,

W I T N E S S E T H :

That for and in consideration of the sum of Seventy-five Thousand and no/100 Dollars
(\$75,000.00), lawful money of the United States, in hand paid to the parties of the first part
by the party of the second part, the receipt whereof is hereby acknowledged, the parties
of the first part have granted, bargained, sold and conveyed and by these presents do grant,
bargain, sell and convey unto the said party of the second part and to its successors and
assigns forever, subject to the reservations and exceptions hereinafter mentioned, all of
the following described property situate in the County of Pershing, in the State of Nevada,
and more particularly described as follows, to-wit:

All of Section Nine (9); and all of Section
Fifteen (15); the West One-half (W $\frac{1}{2}$) of the
Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-two
(22) all in Township Twenty-seven (27) North
Range Thirty-one (31) East, M. D. B. & M.;

Also that portion of the Southwest Quarter
(SW $\frac{1}{4}$) of Section Ten (10), which lies to the
South of that certain ditch or channel known
as the "Old Channel Ditch" or "Pitt and Haus-
kins Ditch", saving and excepting therefrom a
strip of land Fifty (50) Feet wide, being
Twenty-five (25) Feet on each side of the
center line of that certain drain ditch owned
by John G. Taylor and running across said Sec-
tion Ten (10) in Township Twenty-seven (27)
North, Range Thirty-one (31) East, M. D. B.
& M.;

Also the East One-half (E $\frac{1}{2}$) and East One-half
(E $\frac{1}{4}$) of West One-half (W $\frac{1}{2}$) of Section Sixteen
(16) in Township Twenty-seven (27) North, Range
Thirty-one (31) East, M. D. B. & M., excepting
that part or portion which is described as fol-
lows, to-wit:

Beginning at a point in the center of the road whence the Southwest corner of said Section Sixteen bears Westerly Thirteen Hundred Twenty (1320) Feet; thence North Three Thousand Nine Hundred and Twenty-nine (3929) Feet to a point; thence East Two Thousand and Eighty (2080) Feet, more or less, to a point on the West bank of a slough there situated; thence Southerly along the said West bank of said slough and following the meanderings of the same Southerly to its intersection with the South boundary line of said Section Sixteen (16) in the center of the road; thence West Two Thousand Six Hundred Twenty-nine (2629) Feet to a point which is the point or place of beginning. (The parcel excepted containing approximately 230 acres);

The lands hereby described comprising approximately 1630 acres;

Also any and all water, water rights, ditch rights and reservoir rights thereunto belonging, appurtenant thereto and/or used in connection with said real property, including particularly parties of the first part's interest in the water and water rights decreed to W. C. Pitt, parties of the first part's predecessor in interest, for use upon the lands hereinabove described, as set forth and described in that certain decree in a proceeding entitled and numbered: "In the Matter of the Determination of the Relative Rights of Claimants and Appropriators of the Water of Humboldt River Stream System and its Tributaries - No. 2804", which said decree was entered in the Sixth Judicial Court of the State of Nevada, in and for the County of Humboldt, subject to any changes or modifications thereof which have been or may be made by any constituted authority or by any court of competent jurisdiction; also 28475 shares of Class A stock of the Humboldt Lovelock Irrigation Light & Power Company, a corporation, and all of the parties of the first part's right, title and interest in any water rights and reservoir rights represented thereby; also 2000 shares of the stock of the Old Channel Ditch Company, a corporation, and parties of the first part's right, title and interest in the water, water rights, ditch, diversion dam rights, ditch capacity and carriage capacity, represented thereby;

Also all personal property used in connection with the operation of said real property and belonging to the parties of the first part.

This conveyance is made subject to any coal or mineral rights reserved to or outstanding in third parties at the date of this deed, and to any existing rights of way in favor of the public or third parties for roads, railroads, telephone lines, electric transmission lines, canals, ditches, pipe lines or conduits on, over or across said premises.

This conveyance is also made subject to that certain lease between the parties of the first part as Lessor and T. C. Roberts as Lessee, which said lease expires on or about November 1, 1940, provided, however, said Lessee T. C. Roberts shall have the right on and after November 1, 1940, to harvest and remove any and all crops grown on said property, but in any event such right shall cease and terminate December 31, 1940, and which lease the parties of the first part agree to continue to be bound by all the terms, covenants and conditions in said lease pertaining to the landlord thereunder, including the payment of any charge for water furnished the premises; it being specifically understood that the parties of the first part are to receive all rents and other benefits to which the landlord is entitled during the year 1940.

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

TO HAVE AND TO HOLD the said premises, together with the appurtenances, subject to the aforesaid reservations and exceptions, unto the said party of the second part and its successors and assigns forever.

And the said parties of the first part and their successors and assigns do hereby covenant that they will forever warrant and defend all right, title and interest in and to the said premises, subject to the reservations and exceptions aforesaid, and the quiet and peaceable possession thereof unto the said party of the second part and to its assigns against the acts and deeds of the said parties of the first part and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said parties of the first part have hereunto caused their corporate names and seals to be hereunto affixed by their duly authorized officers the day and year first above written.

-SEAL-
CLInc.

CALIFORNIA LANDS INC.
By Norman E McFadden
Vice President

By W. A. Tokola
ASSISTANT-TREASURER

FIRST NATIONAL BANK OF NEVADA
By W. W. Hopper
President

By L. S. Reese
Cashier

-SEAL-
PNBofN

STATE OF CALIFORNIA)
CITY AND COUNTY OF) SS
SAN FRANCISCO)

On this 21st day of June, 1940, personally appeared before me John F. Burns, a Notary Public in and for said City and County and State, Norman E. McFadden and W. A. Tokola known to me to be the Vice President and Assistant Treasurer of the corporation that executed the foregoing instrument, and upon their oath did depose that they are the officers of said corporation as above designated; that they are acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures; and that the said corporation executed the 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.

My Commission Expires
-SEAL- My Commission expires April 12, 1941
JFB

John F. Burns
Notary Public in and for said
City and County and State.

(Seal)

STATE OF NEVADA)
COUNTY OF Washoe) SS

On this 24th day of June, 1940, personally appeared before me E. J. Sullivan a Notary Public in and for said County and State, W. W. Hopper and L. S. Reese known to me to be the President and Cashier of the corporation that executed the foregoing instrument, and upon their oath did depose that they are the officers of said corporation as above designated; that they are acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the 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.

My Commission Expires
April 6, 1944

E. J. Sullivan
Notary Public in and for said
County and State.

(SEAL)

-SEAL-
EJS

Recorded at request of Bureau of Reclamation, Jul. 30, 1940 at 10 min. past 1 o'clock P. M. in Book #8, page 413 of DEEDS. W. W. Parke, Recorder, by V. Moreira, Deputy. File No. 21801.

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T. THE FOREGOING DOCUMENT IS A FULL
TRUE AND CORRECT COPY OF THE
RECORD IN BOOK 8 PAGE 413-Deeds
IN THE OFFICE OF COUNTY RECORDER
PERSHING COUNTY, NEVADA
WITNESS MY HAND AND SEAL THIS
7 DAY OF September, 1940
JOHN LACA, COUNTY RECORDER
DEPUTY

John Laca