

## JOINT TENANCY DEED

This Indenture made July 1, 1964, between Paul Gemmill and Fern Jensen Gemmill, husband and wife as joint tenants, First Parties, and Chester H. Oxborrow and Josephine Oxborrow, husband and wife, Second Parties, WITNESSETH:

That said First Parties in consideration of the sum of Twenty Five Thousand Dollars (\$25,000.00) current lawful money of the United States of America, in hand paid by the said Second Parties, the receipt whereof is hereby acknowledged, do by these presents grant, bargain and sell unto the said Second Parties in joint tenancy and to the survivor of them, and to the heirs and assigns of such survivor forever, all those certain lots, pieces or parcels of land situate in Dry Valley, in the County of Lincoln, State of Nevada, more particularly described as follows:

Tract 1, being the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 36, T. 1N., R. 68E., M.D.M., containing 10 acres within State Land Patent No. 1339, also

Tract 2, being a triangular block of ground, beginning at the Northeast corner of Lot numbered 3 and running thence South a distance of 1980 feet to a point on the east sidelines of said Lots numbered 3 and 4 at the center of the East sideline of said Lot numbered 4, running thence West to a point at the center of the West sideline of said lot numbered 4, and thence in a Northeasterly direction, along the hypotenuse of said right angle triangle to the point of beginning; containing an area of about 29.93 acres within State Land Patent No. 1250 in Lots numbered 3 and 4 of T. 1N., R. 69 E., M.D.M., also

Tract 3, the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , and the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec. 31, all in T. 1N., R. 69E., M.D.M., excepting from said Tract 3 about 4 acres lying East of the center of the present main flood channel, said Tract 3 being a portion of State Land Patent 6143 and containing a net area of about 51 acres, also,

Tract 4, described as a triangular piece of ground estimated to contain about 1 acre of land lying in the Northwest corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 31, T. 1N., R. 69E., M.D.M. and being that portion thereof lying West of the center line of the main flood channel, said Tract 4 being a part of State Land Patent 10621, acquired by First Parties from the County Treasurer of said County of Lincoln, the title thereto conveyed hereby being limited to the title thereto acquired by First Parties by virtue of a delinquent tax sale being limited to quit claim title, whereas the title to said Tracts numbered 1, 2 and 3, totaling 90.93 acres, are fee simple titles. Also, all the right, title and interest of said First Parties in and to three applications made by said First Parties to the State Engineer of the State of Nevada for waters to be pumped from underground wells, to which said State Engineer assigned Application Nos. 16493, 18352 and 20829 respectively, the location of each of said wells being particularly described in Notices of said Applications published by the said State Engineer in a legal newspaper in said County of Lincoln, prior to the issuance of Permits thereon.

TOGETHER with any and all improvements on each of said Tracts 1, 2, 3 and 4 and any and all personal property used or useable in connection with said water applications, and together with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Second Parties as joint tenants and not as tenants in common, with right of survivorship, and to the heirs and assigns of such survivor forever.

IN WITNESS WHEREOF, the said First Parties have executed this conveyance the day and year first above written, to be held in escrow by Nevada Bank of Commerce, Pioche Branch, as escrow agent, for delivery to said Second Parties or the survivor

of them upon full payment of the consideration named above not later than December 31, 1968, upon the terms and conditions stated in a Purchase and Sale Agreement made by the Parties hereto.

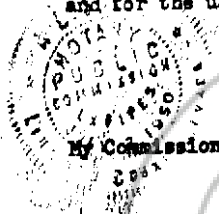
*Paul Gemmill*  
(Paul Gemmill)

*Fern Jensen Gemmill*  
(Fern Jensen Gemmill)

STATE of NEVADA )  
COUNTY of LINCOLN ) ss.

On this 4 day of August A.D. 1964, before me, A. L. Scott, a Notary Public in and for said County of Lincoln, personally appeared Paul Gemmill and Fern Jensen Gemmill, husband and wife, known to me to be the parties described in and who executed the foregoing instrument, who, jointly and severally acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

*A. L. Scott*  
Notary Public



My Commission expires July 2, 1966.

No. **53612**

FILED AND RECORDED AT REQUEST OF  
Chester Oxhorrow  
October 25, 1973  
AT 10 MINUTES PAST 2 O'CLOCK  
P.M. IN BOOK 8 OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_ LINCOLN  
COUNTY, NEVADA.

*Lincoln County Recorder*  
COUNTY RECORDER

*Indental 1973*