

AGREEMENT  
(Sale)

THIS AGREEMENT, made this 16th day of November, 1970, by SHELL OIL COMPANY, a Delaware corporation with offices at 100 Bush Street in San Francisco, California (herein called "Shell"), and HY THOMPSON, P. O. Box 326, Caliente, Nevada.

**WITNESSETH:**

WHEREAS, Shell desires to sell to Buyer and Buyer desires to purchase from Shell the property hereinafter described, upon the terms and subject to the conditions hereinafter set forth and provided;

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements herein expressed, it is agreed between Shell and Buyer as follows:

1. Shell agrees to, and hereby does, sell, convey and deliver to Buyer, and Buyer agrees to, and hereby does, purchase, receive and accept from Shell the following described personal property (herein collectively called "Equipment"), to wit:

1 20# Ansul-Dugas Fire Extinguisher	9' x 10' Pump House conc. Floor & Found.
3 Fill Stand Risers	Foundation for 192 sq. ft. platform
3 - 3" Strainers	Foundation for 25M gallon tank'
166' - 2" Pipe	Electrical switches, conduit, wiring & panel
41' 2½" Pipe	1 - 25,000 gal. tank
119' - 1½" Pipe	1 - 12,458 gal. tank
92' - 3" Pipe	1 - 6,000 gal. tank
4' - 1" Pipe	1 - 1,500 gal. tank
1' - 5" Pipe	Misc. valves & gauges, painting & 1 - 25,000 gal. tank
1' - 4½" pipe	1 Byron Jackson 2 1/3 H.P. Pump #106147
Oil lines, painting & connections	Westinghouse 3 H.P. Mtr. #5937811
Paint and install unloading truck lines	1 Ingersoll-Rand 2 H.P. Pump #117883 w/ General Electric 3 H.P. Mtr. #HR570
Wood walk across top of 25M tank w/stairs to 15M gal. tank	1 Hermon Pacific 2 H.P. Pump #2112 w/ U.S. 1 H.P. Mtr. #87839
9' x 10' Corr. Iron pump house	140 Ln. Ft. 58" Std. wire fence 5-3'-6"
1080 sq. ft. open & solid deck wood platform	Gates to spur track & steel posts on gates
28' x 36' corr. iron wood frame comb. bldg.	Water supply system
25M gallon tank walkway	R.R. sidelines
Roof & 2 walls over 28' x 38' platform & paint	1 Blackhawk model Ex 2½ pump.
1 Std. conc. Foundation for 25M gal. tank	
1 - Std. conc. Foundation for 12,458 gal. tank	
1 Std. conc. foundation for 6M U.G. tank	

as the same now exists in place on the following described real property at 17 Clover Street, Caliente, Nevada.

2. Buyer agrees to pay Shell, contemporaneously with the execution of this Agreement, the sum of Fifteen Hundred and no/100 Dollars (\$1,500.00) as the purchase price of the Equipment. Title to the Equipment and all risks of loss and responsibilities with respect thereto shall, and hereby do, vest in and pass to Buyer as of the date hereof, upon Buyer's signing of this Agreement.

3. The Equipment shall be, and hereby is, sold, delivered to and accepted by Buyer on an "As is" basis, at its location in place and in its condition on the date of this Agreement. Shell makes no express warranties and there are no implied warranties, as to quality, utility, condition, merchantability or fitness for any purpose of the Equipment or any part thereof, or that same may be lawfully used or removed by Buyer. Shell does warrant that it has good title to all of the Equipment, free and clear of all liens and encumbrances, and that Shell will defend the same against the lawful claims and demands of all persons.

4. Buyer hereby acknowledges his understanding that the Equipment may contain, or may have contained, leaded gasoline and/or other flammable and volatile liquids, may not be gas-free, and is not suitable for use with or storage of food, clothing or drinking water.

5. Buyer hereby acknowledges that, prior to the signing of this Agreement, Buyer was given the opportunity by Shell to, and in fact did, inspect and examine fully all of the Equipment for any and all defects, latent and patent, and Buyer represents that, prior to the signing of this Agreement, Buyer has arranged for all insurance coverage desired by Buyer to take effect immediately upon Buyer's acquisition of title to the Equipment.

6. Buyer hereby assumes all risks, hazards, costs and expenses incident to the acquisition of ownership, use, repair, operation or removal of the Equipment, including, without limiting the generality of the foregoing, the obligation to comply fully with all Federal, State and Municipal laws, regulations, ordinances, orders, licenses and permits pertaining to the ownership, use, operation, repair or removal of the Equipment and the obligation to maintain, inspect and repair regularly the equipment, whether such obligations pertain to the prevention of Pollution, contamination or defilement of any kind whatsoever or otherwise.

7. Buyer agrees to indemnify Shell against all claims, suits, liability and expense on account of injury or death of persons or damage to property resulting from, caused by or happening in connection with the Equipment or the condition, ownership, use, repair, operation or removal thereof by Buyer or any other person from or after the date hereof and, without limiting the generality of the foregoing, Buyer agrees to indemnify Shell against all claims, suits, liability and expense relating in any way to actual or alleged pollution, contamination or defilement of whatsoever kind or nature resulting from the Equipment or the condition, ownership, use, repair, operation or removal thereof by Buyer or any other person, and Buyer agrees to defend any claim asserted or suit brought thereon against Shell and to pay any judgment rendered against Shell in any such suit; provided, however, that Shell shall have the right, if it so elects, but without relieving Buyer of any of its obligations hereunder, to participate, at its own expense, in the defense of any such claim or suit.

8. This Agreement shall not be construed to grant Buyer any right to use Shell's trademarks, brand names and color schemes and, unless a Jobber Contract or Jobber Contract (Consumer) shall be in effect between Shell and Buyer, Buyer shall paint out and remove all traces of Shell's trademarks, trade names and color scheme from all of the Equipment purchased by buyer.

9. This Agreement incorporates the entire and complete understanding between the parties, expressly merging and superseding any and all other arrangements or understandings, with reference to the subject matter hereof, and there are no other understandings or agreements which affect this Agreement in any way.

10. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Buyer and the successors and assigns of Shell.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

WITNESSES:

X Thomas Dele  
X Kloyd M. Rice

SHELL OIL COMPANY

By [Signature]  
M.A. "Shell"

X [Signature]  
By Thompson "Buyer"

No. 53819  
FILED AND RECORDED AT REQUEST OF  
Hy Thompson  
Jan. 18, 1974  
AT 25 MINUTES PAST 3 O'CLOCK  
P.M. IN BOOK 9 OF OFFICIAL  
RECORDS, PAGE 104-105 LINCOLN  
COUNTY, NEVADA  
[Signature]  
COUNTY RECORDER