

PURCHASE CONTRACT

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of May, 1976, by and between CHESTER OXBORROW and JOSEPHINE OXBORROW, Husband and Wife, Trustees under agreement dated August 3, 1972, of Lincoln County, Nevada, Parties of the First Part, and ELDON G. CRAWFORD, a single man, Party of the Second Part, and GEORGE C. CRAWFORD and EDRA B. CRAWFORD, Husband and Wife, of Washington County, Utah, Party of the Third Part.

WITNESSETH that the parties hereto, in consideration of their mutual promises to each other hereinafter stated, have agreed, and by these presents do agree as follows, to-wit:

The Parties of the First Part agree to sell to the Party of the Second Part and to his heirs and assigns forever, an undivided 1/2 interest in and to; and an undivided 1/2 interest to the Party of the Third Part and to their heirs and assigns forever:

All that certain real property situate in Township 1 North, Township 1 South, Range 68 and Range 69 East, M.D.B. & M., within the County of Lincoln, State of Nevada as more particularly described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

I.

That the Party of the Second Part and Party of the Third Part agree to purchase said piece or parcel of land and to pay to the Parties of the First Part therefor the principal sum of Three Hundred eighty five Thousand Dollars (\$385,000.00) together with interest upon the unpaid declining balance at the rate of Ten per cent (10%) per annum, said principal and interest payable as follows: The sum of ten Thousand Dollars (\$10,000.00) forthwith and the balance

RAYMOND FREE  
Attorney at Law  
P. O. Box 218  
Pioche, Nevada  
89043  
Phone: 962-5125

DOCUMENTARY TRANSFER TAX \$ 425.50  
*Raymond Free*  
Signature of Clerk or Agent accepting fee, date

1 thereof together with interest at the rate of ten per cent (10%)  
2 per annum upon the unpaid declining principal balance in the manner  
3 following: Principal in the sum of Thirty One Thousand Two Hundred  
4 Fifty Dollars (\$31,250.00) each and every year to be paid on the  
5 1st day of May of each and every year, commencing on May 1, 1977;  
6 interest to be paid semiannually on the first day of November and  
7 the first day of May of each and every year, said interest payments  
8 to commence on the 1st day of November, 1976, all of said principal  
9 and interest payments to continue until such time as the principal  
10 and interest has been fully paid; the Party of the Second Part and  
11 the Party of the Third Part are hereby granted the right to pay an  
12 additional Fifty Thousand Dollars (\$50,000.00) on principal on the  
13 1st day of May, 1981; from and after the 1st day of May, 1981, the  
14 interest upon the unpaid principal balance shall be Eight per cent  
15 (8%) per annum upon the unpaid declining balance, said interest  
16 payable semiannually as hereinabove set forth.

17 The Party of the Second Part and the Party of the Third Part further  
18 agree to pay to the Parties of the First Part on the 1st day of  
19 May, 1977, the further sum of one-half (1/2) of the collection set  
20 up fee, recording fees, transfer taxes and attorney fees incurred  
21 by the Parties of the First Part. Greater or more frequent payments  
22 except as hereinbefore provided may be made only with consent of  
23 the Parties of the First Part, all of said payments to be made to  
24 the Nevada National Bank, Pioche Branch, Pioche, Nevada.  
25

26 That in addition to all payments herein agreed to be made, the  
27 Party of the Second Part and the Party of the Third Part hereby  
28 covenant and agree to erect upon said premises on or before the  
29 15th day of September, 1976, one (1) three hundred twenty foot  
30 (320') by sixty foot (60') potato storage cellar, said potato stor-  
31 age cellar to be permanently affixed to the realty and to thereafter  
32 for all purposes be deemed a part of the realty.

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II.

1 The Parties of the First Part do hereby grant to the Party of the  
2 Second Part and Party of the Third Part the use, possession and en-  
3 joyment of said premises from and after the date hereof, and contin-  
4 uing during the life of this agreement, and the Party of the Second  
5 Part and Party of the Third Part hereby covenant and agree that  
6 they will not commit or permit any willful or voluntary waste in  
7 connection therewith, or erect, construct or maintain any nuisance  
8 thereon; however, the party of the Second Part and the Party of the  
9 Third Part, may, at their own expense, make improvements thereon.

III.

11 It is further understood that Real Property Taxes to hereafter be-  
12 come due and payable to the County of Lincoln on Roll No. 658 and  
13 Roll No. 1146 shall be paid by the parties hereto as follows:

15 Installments to become due on the First Monday of July,  
16 1976 and on October, 1976, shall be paid by the Party of  
the Second Part and Party of the Third Part;

17 Installments to become due on the first Monday of January,  
18 and the first Monday of March, 1977 shall be paid by the  
Parties of the First Part;

19 Any and all installments that thereafter become due and  
20 payable shall be paid by the Party of the Second Part  
and Party of the Third Part.

IV.

22 It is further understood that the Party of the Second Part and Party  
23 of the Third Part will at their own cost and expense, keep any im-  
24 provements which might be made on said premises in good repair,  
25 reasonable wear thereof and damage by the elements excepted; that  
26 no building or improvement now existing or that may be hereafter  
27 placed or erected upon said premises and no sprinkler system in-  
28 stallations including, but not limited to underground pipes, heads,  
29 risers, transformers, above ground sprinkling pipes, shall be re-  
30 moved therefrom until the said purchase price shall have been paid  
31 in full, but shall remain on said ground and in case of forfeiture  
32 or default, revert to the Parties of the First Part. In the event

1 the Party of the Second Part and Party of the Third Part should e-  
2 rect any buildings or improvements upon said premises, Party of the  
3 Second Part and Party of the Third Part shall post a Notice of Non-  
4 Responsibility on the part of the Parties of the First Part as to  
5 any labor, mechanic or material liens, said notice to be made and  
6 posted pursuant to the Statutes of the State of Nevada.

7 V.

8 It is specifically understood and agreed that the Party of the Se-  
9 cond Part and the Party of the Third Part shall cultivate and work  
10 the real property herein agreed to be sold in a husbandmanlike man-  
11 ner and in accordance with accepted farming procedures.

12 VI.

13 When the Party of the Second Part and the Party of the Third Part  
14 their heirs or assigns, shall have fulfilled all the terms and con-  
15 ditions of this agreement, as specified herein, and the said pur-  
16 chase price shall have been paid in full, the Nevada National Bank  
17 shall deliver to said Party of the Second Part and Party of the  
18 Third Part a Grant, Bargain and Sale Deed, which is executed simul-  
19 taneously herewith and deposited with Nevada National Bank, convey-  
20 ing the title to said premises to said Party of the Second Part and  
21 Party of the Third Part, conveying the title free and clear of all  
22 liens and encumbrances.

23 VII.

24 The Party of the Second Part and Party of the Third Part have simul-  
25 taneously herewith executed a good and sufficient Quitclaim Deed,  
26 conveying title to the premises to the Parties of the First Part,  
27 which said Quitclaim Deed shall be recorded by the Nevada National  
28 Bank in the event of default of the Party of the Second Part and  
29 Party of the Third Part under the provisions of this agreement and  
30 such default continues for a period of Ninety (90) days after writ-  
31 ten notice thereof by the Parties of the First Part to the Party of  
32 the Second Part and Party of the Third Part; interest shall continue

1 to accrue during default. The Party of the Second Part and Party  
2 of the Third Part hereby agree to pay the additional interest ac-  
3 cruing during any period of default in addition to the yearly pay-  
4 ment when any default of payment is made and later remedied.

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6 VIII.

7 It is mutually understood and agreed that if the said Party of the  
8 Second Part and Party of the Third Part, their heirs or assigns,  
9 shall fail to make any of the payments herein provided to be made  
10 in the amount or at the time the same shall be due and payable or  
11 shall violate or fail to comply with any other term, condition or  
12 provision hereof, in the manner or form as herein provided, then  
13 the Parties of the First Part shall have the option to terminate  
14 this contract as hereinabove set forth allowing, nevertheless, a  
15 grace period of Ninety (90) days during which time the Party of the  
16 Second Part and Party of the Third Part may avoid said default;  
17 and the said Parties of the First Part shall be entitled to retain,  
18 as their own property, any and all payments that may have been made  
19 hereunder prior to such default, and any and all improvements made  
20 as set forth in Clause V, as liquidated damages and as rental for  
21 the occupation and use of the said premises and the Party of the  
22 Second Part and the Party of the Third Part, their heirs and assigns  
23 will and shall immediately upon any such default, deliver up and  
24 surrender to the Parties of the First Part, their legal representa-  
25 tives or assigns, the possession of said premises, and the whole  
26 thereof, upon demand; but the option hereby granted to the Parties  
27 of the First Part to declare this agreement terminated as aforesaid  
28 shall not be exclusive and shall not prevent the Parties of the  
29 First Part from insisting upon the proper performance by the Party  
30 of the Second Part and Party of the Third Part, nor interfere in  
31 any way with any other redress or action on their part.

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IX.

Time is specifically made of the essence hereof.

X.

This agreement shall inure to the benefit of, and shall bind the heirs, executors, administrators and assigns of the respective parties hereto; however, no transfer or assignment hereof shall be made unless the Parties of the First Part shall be paid in full.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Eldon Crawford  
ELDON G. CRAWFORD,  
Party of the Second Part

Chester H. Oxborrow  
CHESTER HOXBORROW, Trustee  
Party of the First Part

George C. Crawford  
GEORGE C. CRAWFORD  
Party of the Third Part

Josephine Oxborrow  
JOSEPHINE OXBORROW, Trustee  
Party of the First Part

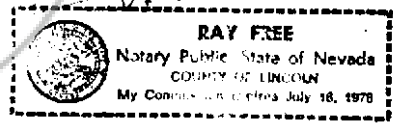
Edra B. Crawford  
EDRA B. CRAWFORD  
Party of the Third Part

STATE OF NEVADA )  
                  : ss  
COUNTY OF LINCOLN)

On this 17<sup>th</sup> day of MAY, 1976, personally appeared before me, a Notary Public, CHESTER HOXBORROW and JOSEPHINE OXBORROW, who acknowledged to me that they executed the foregoing instrument.



Chester H. Oxborrow  
Notary Public



Utah  
STATE OF NEVADA )  
                  : ss  
COUNTY OF LINCOLN)

On this 17<sup>th</sup> day of MAY, 1976, personally appeared before me, a Notary Public, ELDON G. CRAWFORD, GEORGE C. CRAWFORD and EDRA B. CRAWFORD, who acknowledged to me that they executed the foregoing instrument.

Raymond Free  
Notary Public

Lincoln County

EXHIBIT "A"

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3 The Point of Beginning is a steel fence post located on the Mount Diablo  
4 Base Line, or at a point from which the South  $\frac{1}{4}$  Corner of Section 36, T 1 N, R68E  
5 bears due West 1690.75 feet. (This  $\frac{1}{4}$  Corner is marked by a Brass Cap, set in  
6 1971 by the U.S. Coast & Geodetic Survey.); thence (2) S26-08W 393 feet, more  
7 or less to a steel fence post; thence (3) S63-08E 1570 feet, more or less  
8 to a steel fence post; thence (4) S26-52W 77 feet, more or less to a steel  
9 fence post; thence (5) S63-08E 125 feet more or less to the center of the  
10 Meadow Valley Flood Channel; thence (6) Northeast along said Flood Channel  
11 to a point where it intersects the East Line of Lot 4 (also West Line of  
12 Lot 3) located within the NW $\frac{1}{4}$  of Section 5, T 1 S, R69E), or at a point  
13 in the center of the Flood Channel approximately 750 feet south of the  
14 Mount Diablo Base Line.; thence (7) North 750 feet, more or less to the North-  
15 east Corner of said Lot 4 (located on the Mount Diablo Base Line); thence (8)  
16 East 2250 feet, more or less along the Mount Diablo Base Line to the South-  
17 east Corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 31, T 1 N, R69E; thence (9) North  
18 1320 feet, more or less to the Northeast Corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of  
19 Section 31; thence (10) East 2640 feet, more or less to the Northwest Corner  
20 of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 32, T 1 N, R69E; thence (11) South 1320 feet,  
21 more or less to the Southwest Corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 32;  
22 thence (12) East 3040 feet, more or less along the Mount Diablo Base Line to  
23 the Northwest Corner of Lot 1 (located within the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
24 Section 4, T 1 S, R69E); thence (13) South 660 feet, more or less along the  
25 West Line of Said Lot 1 to the Southwest Corner of Said Lot 1; thence  
26 (14) East 2640 feet, more or less to the Southeast Corner of Lot 4 (located  
27 within the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 3, T 1 S, R69E) ; thence (15) North  
28 660 feet, more or less to the Northeast Corner of Said Lot 4 (located on  
29 the Mount Diablo Base Line); thence (16) West 410 feet, more or less along  
30 the Mount Diablo Base Line to the Southeast Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$   
31 of Section 33, T 1 N, R69E; thence (17) North 1320 feet, more or less to  
32 the Northeast Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 33; thence (18)  
33 3960 feet, more or less to the Northwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of  
34 Section 32, T 1 N, R69E; thence (19) North 1320 feet, more or less to the  
35 Northeast Corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 32; thence (20) West 1320  
36 feet, more or less to the Southeast Corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section  
37 32; thence (21) North 1950 feet, more or less to a point in the center of  
38 the Meadow Valley Flood Channel (located along the East Line of the SW $\frac{1}{4}$  of  
39 the NW $\frac{1}{4}$  of Section 32) ; thence (22) Westerly 1320 feet, more or less  
40 along Said Flood Channel to a point on the West Line of the NW $\frac{1}{4}$  of the  
41 NW $\frac{1}{4}$  of Said Section 32; thence (23) Southwesterly 1130 feet, more or less  
42 along said Flood Channel to the South Line of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
43 Section 31, T 1 N, R69E; thence (24) West 250 feet, more or less along the  
44 South Line to the Southwest Corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 31;  
45 thence (25) South 130 feet, more or less to the center of the Flood  
46 Channel; thence (26) Southwesterly 1650 feet, more or less to the North  
47 Line of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 31; thence (27) West 2800 feet,  
48 more or less to the Northwest Corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 31;  
49 (located on the R68-R69E Range Line, this point is a Brass Cap marked  
50  $\frac{1}{4}$  Corner S-36 R68E / S-31 R69E set in 1974); thence (28) South 1320 feet,  
51 more or less to the Northwest Corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section  
52 31, T 1 N, R69E; thence (29) West 316 feet, more or less along the North  
53 Line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 36, T 1 N, R68E; thence S26-08W  
54 1470 feet, more or less to the Point of Beginning.  
55 Said Parcel of Land contains 754 acres, more or less.

EXHIBIT "A"  
Page 1



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EXHIBIT "A" CONT.

Together with any and all interest of the Parties of the First Part in and to Certificates of Appropriation numbers 16493 (24217), 18352 (24216), 20829 (24219), 22469 and 24509 issued by the State Engineer of the State of Nevada, all being situate within the real property hereinabove described.

No. 58051  
FILED AND RECORDED AT REQUEST OF  
RAY FREE  
MAY 19 1976  
AT 20 MINUTES PAST 11 O'CLOCK  
A M. IN BOOK 17 OF OFFICIAL  
RECORDS, PAGE 145 LINCOLN  
COUNTY, NEVADA.  
*Bruce L. ...*  
COUNTY RECORDER

EXHIBIT "A"  
Page 2