

125002

FILED FOR RECORDING
AT THE REQUEST OF

First American Title

2005 AUG 11 PM 3 41

LINCOLN COUNTY RECORDER
FEE 17.⁰⁰ SP4 56,500⁰⁰ DEP
LESLIE BOUCHER

APN _____

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The United States of America Patent 27-2005-0159
Title of Document

Grantees address and mail tax statement:

The United States of America

To all to whom these presents shall come, Greeting:

Patent

N-74965

WHEREAS

C & O Holdings, L.L.C., a Nevada limited liability company

is entitled to a land patent pursuant to the Lincoln County Conservation, Recreation, and Development Act of 2004, Public Law 108-424, and in accordance with the Act of October 21, 1976 (43 U.S.C. 1713 and 1719), as amended, for the following described land:

Mount Diablo Meridian, Nevada

T. 12 S., R. 71 E.,
sec. 16, Lots 2 to 7, inclusive, E $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 17, Lots 2 to 3, inclusive, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 18, E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
sec. 19, E $\frac{1}{2}$;
sec. 20;
sec. 21, W $\frac{1}{2}$;
sec. 28, W $\frac{1}{2}$;
sec. 29, Lot 1, E $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
sec. 30, Lots 5, 8, 9, and 12;
sec. 31, Lots 5, 8, and 9;
sec. 32, Lots 1 and 4, N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
sec. 33, W $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 34, Lot 7.

Containing 4,357.63 acres, more or less.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto C & O Holdings, L.L.C., a Nevada limited liability company, the land described above; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto C & O Holdings, L.L.C., a Nevada limited liability company, its successors and assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way for ditches or canals by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945); and

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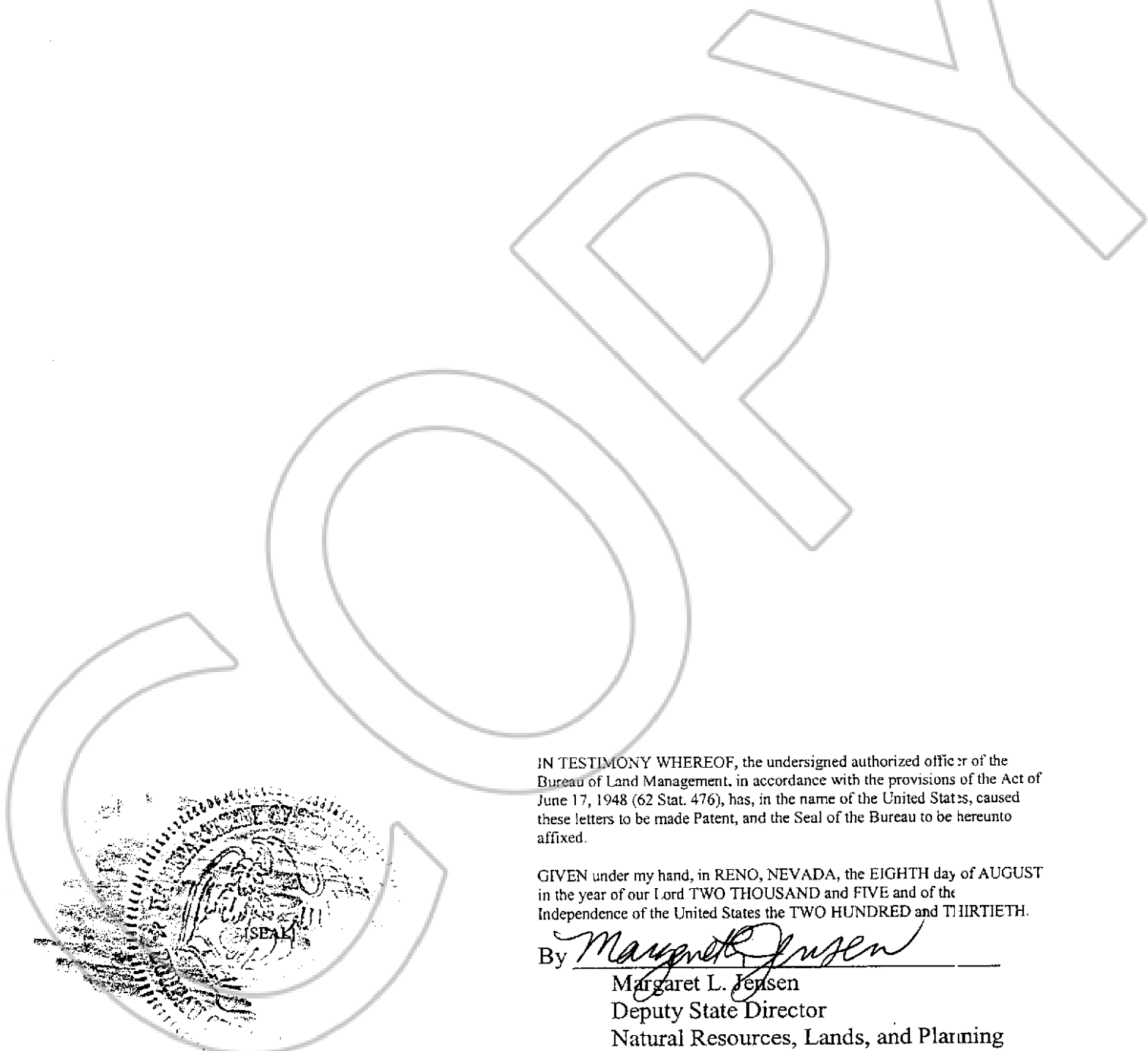
2. All sodium, potassium, oil and gas mineral deposits in the land subject to this conveyance, including without limitation, the disposition of these substances under the mineral leasing laws, its permittees, licensees, and lessees, the right to prospect for, mine, and remove the minerals owned by the United States under applicable law and such regulations as the Secretary of the Interior may prescribe. This reservation includes all necessary and incidental activities conducted in accordance with the provisions of the mineral leasing laws in effect at the time such activities are undertaken, including, without limitation, necessary access and exit rights, all drilling, underground, or surface mining operation, storage and transportation facilities deemed necessary and authorized under law and implementing regulations.

SUBJECT TO:

1. Valid existing rights;
2. Right-of-way N-57508 for road purposes granted to the City of Mesquite, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
3. Right-of-way N-63356 for water pipeline, power line, water storage tank, and road purposes granted to the Virgin Valley Water District, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

By accepting this patent, the patentee, C & O Holdings, L.L.C., a Nevada limited liability company, agrees to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgements of any kind or nature arising from the past, present, and future acts or omissions of the patentee or its employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the patentee's use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentee and its employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and/or occupancy of the patented real property which has already resulted or does hereafter result in: (1) Violations of federal, state, and local laws and regulations that are now, or may in the future become, applicable to the real property; (2) Judgements, claims or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Releases or threatened releases of solid or hazardous waste(s) and/or hazardous substances(s), as defined by federal or state environmental laws; off, on, into or under land, property and other interests of the United States; (5) Other activities by which solids or hazardous substances or wastes, as defined by federal and state environmental laws are generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wastes; or (6) Natural resource damages as defined by federal and state law. This covenant shall be construed as running with the patented real property and may be enforced by the United States in a court of competent jurisdiction.

PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), (42 U.S.C. 9620(h)), as amended by the Superfund Amendments and Reauthorization Act of 1988, (100 Stat. 1670), notice is hereby given that the above-described lands have been examined and no evidence was found to indicate that any hazardous substances has been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in RENO, NEVADA, the EIGHTH day of AUGUST in the year of our Lord TWO THOUSAND and FIVE and of the Independence of the United States the TWO HUNDRED and THIRTIETH.

By Margaret L. Jensen
Margaret L. Jensen
Deputy State Director
Natural Resources, Lands, and Planning

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) PTN 008-251-01
- b) _____
- c) _____
- d) _____

2. Type of Property

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg.
- f) Comm'/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE
 Book 204 Page: 489-497
 Date of Recording: 8/11/05
 Notes: #125002

3. Total Value/Sales Price of Property: \$14,500,000.00
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$14,500,000.00
 Real Property Transfer Tax Due \$56,550.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: _____
- b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____
 Signature: _____

Capacity: _____
 Capacity: agent

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: The United States of America
 Address: 702 N. Industrial Way
 City: Ely
 State: NV Zip: 89301-9408

Print Name: C & O Holdings, L.L.C.
 Address: 11411 Southern Highlands
 City: Las Vegas
 State: NV Zip: 89146

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
 Company National Commercial
 Print Name: Services
 Address: 9960 West Cheyenne Avenue, Suite 240
 City: Las Vegas

File Number: NCS-147283-WCLV t1/tl
 State: NV Zip: 89129

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)