

DOC # 0131776

06/20/2008

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Official Record

Recording requested By
COW COUNTY TITLE

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$16.00

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RPTT:

Recorded By: LB

Book- 242 Page- 0404



0131776

APN 08-021-01 (P+N)

APN _____

APN _____

PATENT

Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Tom Arntsen AGENT
Signature Title

Signature

6/20/08
Date

Grantees address and mail tax statement:

BRIMONT CONSTRUCTION INC
P.O. Box 1142
OVERTON, NV 89103



Form 1860-9
(January 1988)

The United States of America

To all to whom these presents shall come, Greeting:

Patent

N-80738

WHEREAS

Brimont Construction, Inc.

is entitled to a land patent pursuant to Section 203 and Section 209 of the Act of October 21, 1976 (43 U.S.C. 1713 and 1719, respectively), as amended, for the following described land:

Mount Diablo Meridian, Nevada

T. 7 S., R. 61 E.,
sec. 9, NE¼.

Containing 160 acres, more or less.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the Brimont Construction, Inc., 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 the Brimont Construction, Inc., 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
2. All leasable mineral deposits in the land so patented, and to its permittees, licensees, and lessees retain the right to prospect for, mine, and remove such minerals owned by the United States under applicable law and any regulations that the Secretary of the Interior may prescribe, including all necessary access and exit rights.

SUBJECT TO:

Valid existing rights.

Patent Number **27-2008-0013**



N-80738

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By accepting this patent, the patentee, the Brimont Construction, Inc., conveys and agrees to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments 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) Judgments, 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 substance(s), as defined by Federal or State environmental laws, off, on, into, or under land, property, and other interests of the United States; (5) Activities by which solid waste or hazardous substances, or waste, 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 parcels of land patented or otherwise conveyed by the United States, 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 TENTH day of JUNE in the year of our Lord TWO THOUSAND and EIGHT and of the Independence of the United States the Two Hundred and Thirty-Second.

[SEAL]

By Jim Stobaugh
 Jim Stobaugh
 Lands Team Lead
 Natural Resources, Lands, and Planning

Patent Number 27-2008-0013

Doc # 131776
Collected transfer tax on
7-9-2008

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 08-021-01 PTN
- b) _____
- c) _____
- d) _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property:

\$ 477,000.00

Deed in Lieu of Foreclosure Only (value of property) (\$ _____)

Transfer Tax Value per NRS 375.010, Section 2: \$477,000.00

Real Property Transfer Tax Due: \$1860.30

4. If Exemption Claimed

- a. Transfer Tax Exemption, per NRS 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 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 AS AGENT FOR

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Bureau of Land Management
Address: 4701 N. Torrey Pines Drive
City/State/Zip: Las Vegas, NV 89130

Print Name: Brian D. Seely
Address: P.O. Box 1142
City/State/Zip: Overton, NV 89040

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

LAWYERS TITLE OF NEVADA, INC.
5550 Painted Mirage Road
Las Vegas, NV 89149

Escrow #: 1011387-100-DM0
Escrow Officer: Diane Martinez

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED