

**Official Record**

Recording requested By  
BUREAU OF LAND MANAGEMENT

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$43.00

Page 1 of 5

RPTT:

Recorded By: AE

Book- 250 Page- 0303



0134141

**BLM Serial No. NVN-82256**

Water Permit No. 76055

APNs: 006-00-001-001

007-00-001-007

**GRANT, BARGAIN AND SALE WATER DEED**

(Stuart to BLM)

Affirmation Statement

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

Michelle Leiber, BLM Realty Specialist

8/13/2009

Date

**Mail Recorded Deed and tax statement to:**

United States of America  
c/o Bureau of Land Management  
Las Vegas Field Office  
4701 N. Torrey Pines Drive  
Las Vegas, Nevada 89130-2301



0134141

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20071019-0001856

BLM Serial No. NVN-82256  
APNs: 006-00-001-001  
007-00-001-007

*OS 2*

Fee: \$19.00 RPTT: EX#002  
N/C Fee: \$25.00

10/19/2007 14:23:36  
T20070187097

Requestor:  
NEVADA TITLE COMPANY

Debbie Conway RMS  
Clark County Recorder Pgs: 8

Mail Recorded Deed  
and tax statement to *21*  
(Tax Exempt):

United States of America  
c/o Bureau of Land Management  
Division of Lands (NV-056)  
4701 N. Torrey Pines Drive  
Las Vegas, NV 89130-2301

**GRANT, BARGAIN AND SALE WATER DEED**  
(Stuart to BLM)

**THIS GRANT, BARGAIN AND SALE WATER DEED** made this 10th day of October, 2007, by **Joan E. Stuart**, an unmarried woman, residing at 1073 Sidehill Way, Las Vegas, Nevada 89110, hereinafter called the **GRANTOR**, and **THE UNITED STATES OF AMERICA** and its assigns, hereinafter referred to as **GRANTEE**.

**WITNESSETH**

That the **GRANTOR**, for the consideration of One Million Seventee Thousand Dollars (\$1,017,000.00) delivered to it by the **GRANTEE**, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **GRANTEE**, and to its successors, heirs and assigns forever, all of the **GRANTOR**'s right, title and interest in those certain appurtenant water rights situate in the County of Washoe, State of Nevada described as follows:

See **Exhibit "A,"** attached and made a part hereof, which water rights are appurtenant to that land described as follows:

See **Exhibit "B"** attached and made a part hereof.

The acquiring agency is the Department of the Interior, Bureau of Land Management.

**TO HAVE AND TO HOLD** said surface water right, together with all and singular the tenements, hereditaments and appurtenances, thereunto belonging or in anywise appertaining and any reversions, remainders, rents, issues or profits thereof.

In conveying this real property, the Grantor agrees to indemnify, defend and hold the Grantee 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 Grantor, its employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the Grantors use, occupancy, or operations on the real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the Grantor, its employees, agents, contractors, or lessees, or third party arising out of or in connection with the use and/or occupancy of the real property resulting in: (1) Violations of federal, state, and local laws and regulations applicable to the real property; (2) Judgments, claims or demands of any kind assessed against the Grantee; (3) Costs, expenses, damages of any kind incurred by the Grantee; (4) Other releases or threatened releases on, into or under land, property and other interests of the Grantee by solid or hazardous waste(s) and/or hazardous substances(s), as defined by federal and state environmental laws; (5) Other activities by which solid or hazardous substances or wastes, as defined by federal and state environmental laws were generated, released, stored, used or otherwise disposed of on the real property, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wastes; (6) Or natural resource damages as defined by federal and state law. This covenant shall be construed as running with the real property, and may be enforced by the Grantee in a court of competent jurisdiction.

IN WITNESS WHEREOF, the GRANTOR has duly executed this conveyance instrument as of the date shown above,

Joan E. Stuart, an unmarried woman

By: Joan E. Stuart

ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this 10<sup>th</sup> day of October, 2007, personally came before me, a notary public in and for said County and State, the within-named Joan E. Stuart, personally known to me, or proven to me on the basis of satisfactory evidence, to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Seal

Brenda Wilhight  
Notary Public Signature



My commission expires: 2-24-2008

**Exhibit "A"**

**Appurtenant Water Rights**

**A total of 145.0 acre-feet annually of surface water rights as appropriated by the State of Nevada Division of Water Resources described as Permit No. 76055.**

The above-described water rights are appurtenant to the land described in **Exhibit B**, attached hereto, which land has been conveyed to the United States of America by a separate General Warranty Deed recorded concurrently with this Grant, Bargain and Sale Water Deed.





**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**PARCEL 1 (APN 007-00-001-007)**

T13S, R65E, MDB&M, Section 1, SE1/4 NE1/4; Lot 1

Excepting therefrom the 100 foot wide strip of land conveyed to the San Pedro Los Angeles & Salt Lake Railroad Company in document number U-536 recorded December 3, 1903 in the Official Records of Lincoln County, Nevada.

Excepting therefrom the 100 foot wide strip of land conveyed to the San Pedro Los Angeles & Salt Lake Railroad Company in document number 2048 recorded November 22, 1910 in the Official Records of Clark County, Nevada.

Excepting therefrom a strip of land encompassing 3.65 acres conveyed to the Los Angeles and Salt Lake Railroad in Book 3 Misc., Pages 107 and 106, recorded March 11, 1922 in the Official Records of Clark County, Nevada.

T13S, R66E, MDB&M, Section 6, Lot 5

**PARCEL 2 (APN 006-00-001-001)**

T13S, R65E, MBD&M, Section 1, E1/2 SE1/4

T13S, R66E, MDB&M, Section 6, Lots 6 and 7

Recording requested By  
BUREAU OF LAND MANAGEMENT

State of Nevada  
Declaration of Value

Lincoln County - NV  
Leslie Boucher - Recorder

- 1. Assessor Parcel Number(s)  
a. 00-00-001-007  
b. 006-00-001-001

FOR RECORD  
Document/Inst  
Book: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_  
Page 1 of 1 Fee: \$43.00  
Recorded By: AE RPTT:  
Book- 250 Page- 0303

- 2. Type of Property:  
 a. Vacant Land  b. Sgl. Fam. Residence  
 c. Condo/Twnhse  d) 2-4 Plex  
 e) Apt. Bldg.  f) Comm'l/Ind'l  
 g) Agricultural  h) Mobile Home  
 i) Other (Surface Water Right) - Permit No. 76055

3. Total Value/Sales Price of Property \$ 1,017,000.00  
Deed in Lieu of Foreclosure Only (value of property) \$ 0.00  
Transfer Tax Value: \$ 0.00  
Real Property Transfer Tax Due \$ 0.00

- 4. If Exemption Claimed:  
a. Transfer Tax Exemption, per NRS 375.090, Section: 2  
b. Explain Reason for Exemption: Sale of Water Rights to the United States of America.

5. Partial Interest: Percentage being transferred: 100 %  
The undersigned declare(s) 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, 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: David Carlson Capacity: Title Agent  
Signature: M. Sullivan Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: Joan E. Stuart  
Address: 1073 Sidehill Way  
City/State/Zip: Las Vegas, NV 89110

Print Name: United States of America  
Address: 4701 N. Torrey Pines Drive  
City/State/Zip: Las Vegas, Nevada 89130

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

Print Name: Nevada Title Company Esc. #: 04-12-1638-SJS  
Address: 2500 N Buffalo, Suite 150  
City: Las Vegas State: NV Zip: 89128