



0138450

Mail Tax Statements to
Joseph S. Barker
HC 61 Box 79
Hiko, NV 89017
APN: 11-120-16

SPECIAL WARRANTY DEED

STATE OF NEVADA)
)
COUNTY OF LINCOLN) **KNOW ALL MEN BY THESE PRESENTS:**

THAT WHIPPLE CATTLE COMPANY, INCORPORATED a Nevada corporation, of Hiko, Lincoln County, Nevada (the "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by JOSEPH S. BARKER and ANDREA BARKER, husband and wife as joint tenants, of Hiko, Lincoln County, Nevada (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the Grantee herein all of the following described real property and improvements (the "Property") thereon in Lincoln County, Nevada, to-wit:

An approximate 3.14 acre tract of land situated in the NE ¼, Section 1, Township 6 South, Range 60 East, M.D.M., Lincoln County, Nevada more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is made SUBJECT TO, all and singular, all those matters set forth on Exhibit "B" attached hereto and incorporated herein for all purposes, but only to the extent that the same or currently valid and enforceable against the Property.

OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS TO THE LIMITED WARRANTY OF TITLE. GRANTOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO MERCHANTABILITY, VALUE, QUANTITY, QUALITY, SUITABILITY, THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR ANY ENVIRONMENTAL CONDITION CONCERNING THE PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY BASED SOLELY UPON ITS OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY GRANTOR OR GRANTOR'S AGENTS OR CONTRACTORS. WITHOUT LIMITING THE FOREGOING, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY AND MAKES NO REPRESENTATION REGARDING THE VALUE OR PROFITABILITY OF THE PROPERTY. GRANTEE RELEASES GRANTOR FROM ANY AND ALL CLAIMS (WETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED) ARISING FROM OR RELATED TO ANY CONDITIONS (INCLUDING ALL ENVIRONMENTAL CONDITIONS) AFFECTING THE PROPERTY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances lawfully accompanying it, by the Grantee and the Grantee's successors and assigns forever. Grantor binds itself and Grantor's successors and assigns to warrant and forever defend all and singular the Property against every person lawfully claiming or to claim all or any part of the Property by, through, or under the Grantor, but not otherwise.



EXECUTED this 13th day of May, 2011, to be effective as of May 13, 2011.

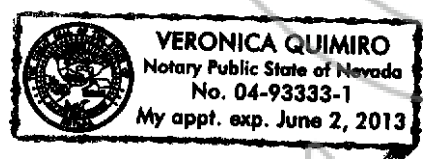
WHIPPLE CATTLE COMPANY, INCORPORATED
a Nevada corporation

By: *Bret Whipple*
Bret Whipple, President

THE STATE OF NEVADA)
COUNTY OF Clark)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Bret Whipple, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the President of Whipple Cattle Company, Incorporated, and that he is the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument for the purposes and considerations expressed in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13th day of May 2011.



Veronica Quimiro
Notary Public in and for Veronica Quimiro
The State of Nevada
My Commission Expires: June 2, 2013

Upon completion of the recording, return to:
Joseph S. Barker
HC 61, Box 79
Hiko, Nevada 89017



0138450

Book 264
Page 112

05/17/2011
Page 4/7

EXHIBIT "A"

PROPERTY DESCRIPTION

COPY



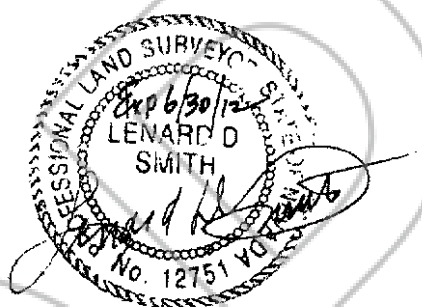
A parcel of land situated in the NE1/4, Section 1, Township 6 South, Range 60 East, M.D.M., Lincoln County, Nevada more particularly described as follows;

Parcel 2 of Plat Book D, Pages 41-42, Doc # 0138049, Recording date 03/21/2011

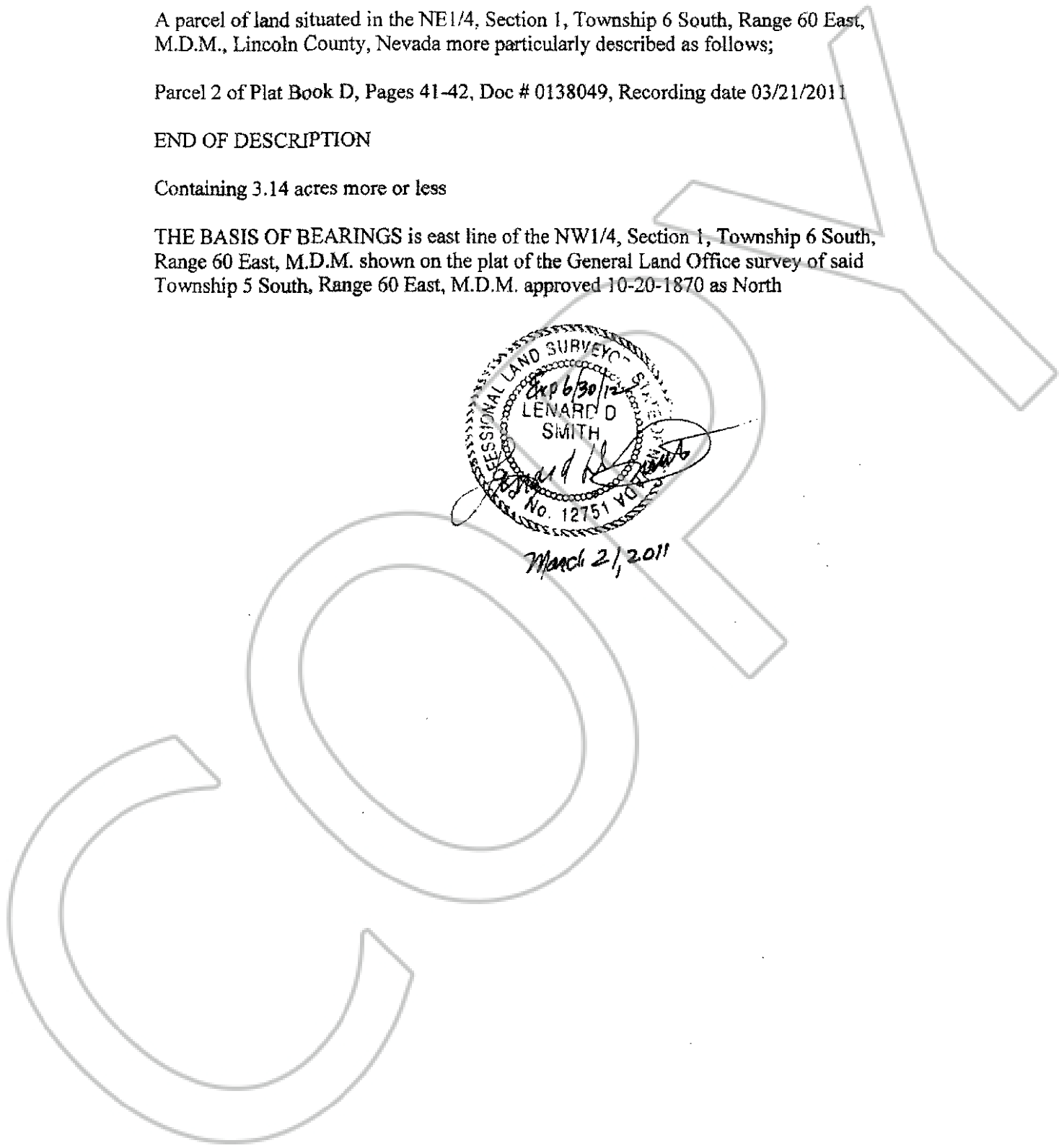
END OF DESCRIPTION

Containing 3.14 acres more or less

THE BASIS OF BEARINGS is east line of the NW1/4, Section 1, Township 6 South, Range 60 East, M.D.M. shown on the plat of the General Land Office survey of said Township 5 South, Range 60 East, M.D.M. approved 10-20-1870 as North



March 21, 2011



RECORDERS CERTIFICATE
 DOC # 0138450

1. This instrument is a true and correct copy of the original as recorded.
 2. This instrument is a true and correct copy of the original as recorded.
 3. This instrument is a true and correct copy of the original as recorded.
 4. This instrument is a true and correct copy of the original as recorded.
 5. This instrument is a true and correct copy of the original as recorded.



OWNER'S CERTIFICATE
 I, the undersigned, being the owner of the above described premises, do hereby certify that the above described premises are the same as those described in the foregoing instrument, and that the same are free from all liens and encumbrances, except as therein otherwise stated.

ACKNOWLEDGMENT
 COUNTY OF SIOUX, N.D.
 I, the undersigned, being the owner of the above described premises, do hereby certify that the above described premises are the same as those described in the foregoing instrument, and that the same are free from all liens and encumbrances, except as therein otherwise stated.

PLANNING COMMISSION
 I, the undersigned, being the Planning Commissioner of the County of Sioux, North Dakota, do hereby certify that the above described premises are the same as those described in the foregoing instrument, and that the same are free from all liens and encumbrances, except as therein otherwise stated.

LINCOLN COUNTY TREASURER APPROVAL
 I, the undersigned, being the Treasurer of Lincoln County, North Dakota, do hereby certify that the above described premises are the same as those described in the foregoing instrument, and that the same are free from all liens and encumbrances, except as therein otherwise stated.

LINCOLN COUNTY RECORDER APPROVAL
 I, the undersigned, being the Recorder of Lincoln County, North Dakota, do hereby certify that the above described premises are the same as those described in the foregoing instrument, and that the same are free from all liens and encumbrances, except as therein otherwise stated.

PLANNING STATEMENT
 The property is being conveyed for residential purposes.
 The property is being conveyed for residential purposes.
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BASES OF MEASUREMENT
 The bases of measurement are as follows:
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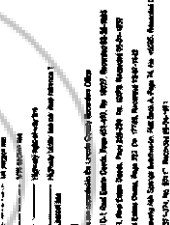
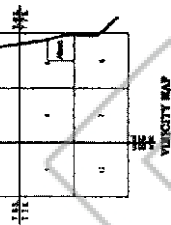
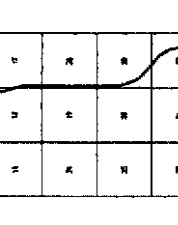
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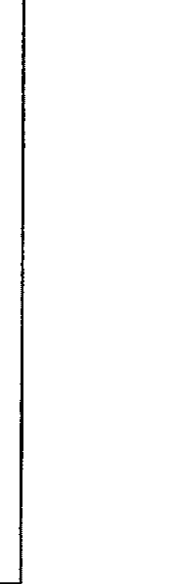
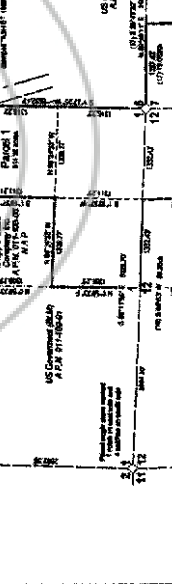
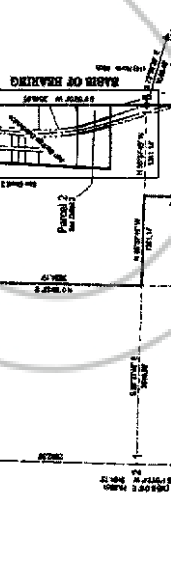
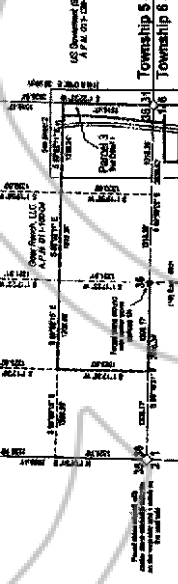
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SERVER'S CERTIFICATE
 I, the undersigned, being the Server of the State of North Dakota, do hereby certify that the above described premises are the same as those described in the foregoing instrument, and that the same are free from all liens and encumbrances, except as therein otherwise stated.



PARCEL MAP - Planning # 11-001-PM
 1. Section 28, Township 5 South, Range 61 East, Lincoln County, North Dakota.
 2. Section 29, Township 5 South, Range 61 East, Lincoln County, North Dakota.
 3. Section 30, Township 5 South, Range 61 East, Lincoln County, North Dakota.
 4. Section 31, Township 5 South, Range 61 East, Lincoln County, North Dakota.
 5. Section 32, Township 5 South, Range 61 East, Lincoln County, North Dakota.



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EXHIBIT "B"

1. Rights of parties in possession which a physical inspection might disclose.
2. Any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the Property might disclose.
3. Any and all restrictions, reservations, mineral leases, exceptions, covenants, conditions, easements, agreements, interests, liens, encumbrances, assessments, rights and all other matters, if any, relating to the above described property shown of record in the office of the County Clerk of Lincoln County, Nevada, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities.
4. All applications and permits to appropriate any of the public waters, certificates of appropriation, adjudicated or unadjudicated water rights and applications or permits to change the place of diversion, manner of use or place of use of water which are appurtenant to the Property shall be excluded from this conveyance and remain with Grantor.
5. Ad valorem taxes for the current year have been prorated as of the date hereof and Grantee has assumed payment thereof. In addition, if this sale or Grantee's use of the Property after the date hereof results in the assessment of additional taxes, penalties or interest ("Assessments") for periods prior to the date hereof, the Assessments will be the obligation of Grantee. Any change in use of the Property or denial of a special use valuation on the Property claimed by Grantor which results in Assessments (including any tax rollback relating to any agricultural or open space valuation or exemption) for periods prior to the date hereof, the Assessments will be the obligation of Grantee.
6. Reservations and provisions as contained in Patent from the United States of America, recorded August 11, 1980, in Book 38, Page 646 of Official Records, as Instrument No. 69396.



EXHIBIT
B

OPEN RANGE DISCLOSURE

Assessor Parcel or Home ID Number: _____

Disclosure: This property is adjacent to "Open Range"
 This property is adjacent to open range on which livestock are permitted to graze or roam. Unless you construct a fence that will prevent livestock from entering this property, livestock may enter the property and you will not be entitled to collect damages because livestock entered the property.
Regardless of whether you construct a fence, it is unlawful to kill, maim or injure livestock that have entered this property.

The parcel may be subject to claims made by a county or this State of rights-of-way granted by Congress over public lands of the United States not reserved for public uses in chapter 262, section 8, 14 Statutes 253 (former 43 U.S.C. § 932, commonly referred to as R.S. 2477), and accepted by general public use and enjoyment before, on or after July 1, 1979, or other rights-of-way. Such rights-of-way may be:

- (1) Unrecorded, undocumented or unsurveyed; and
- (2) Used by persons, including, without limitation miners, ranchers or hunters, for access or recreational use, in a manner which interferes with the use and enjoyment of the parcel.

SELLERS: The law (NRS 113.065) requires that the seller shall:

- Disclose to the purchaser information regarding grazing on open range;
- Retain a copy of the disclosure document signed by the purchaser acknowledging the date of receipt by the purchaser of the original document;
- Provide a copy of the signed disclosure document to the purchaser; and
- Record, in the office of the county recorder in the county where the property is located, the original disclosure document that has been signed by the purchaser.

I, the below signed purchaser, acknowledge that I have received this disclosure on this date: _____

Joseph S Barker
 Buyer Signature
Joseph S Barker
 Print or type name here

Andrew Barker
 Buyer Signature
Andrew Barker
 Print or type name here


In Witness, whereof, I/we have hereunto set my hand/our hands this 13 day of May, 2011

Bret Whipple
 Seller Signature
Bret Whipple
 Print or type name here

 Seller Signature

 Print or type name here

STATE OF NEVADA, COUNTY OF Clark
 This instrument was acknowledged before me on 5-13-2011
 by Joseph E Andrew Barker ^(date)
 Person(s) appearing before notary
 by Bret Whipple
 Person(s) appearing before notary
Veronica Quimiro
 Signature of notarial officer

Notary Seal

VERONICA QUIMIRO
 Notary Public State of Nevada
 No. 04-93333-1
 My appt. exp. June 2, 2013

CONSULT AN ATTORNEY IF YOU DOUBT THIS FORM'S FITNESS FOR YOUR PURPOSE.
 Leave space within 1-inch margin blank on all sides.

Recording requested By
FIRST AMERICAN TITLE COMPANY

STATE OF NEVADA
DECLARATION OF VALUE FORM

Lincoln County - NV
Leslie Boucher - Recorder

Page 1 of 1 Fee: \$47.00
Recorded By: AE RPTT: \$292.50
Book- 264 Page- 0109

- 1. Assessor Parcel Number(s)
a. 011-120-116
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
 Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

- 3. a. Total Value/Sales Price of Property \$ 75,000.00
b. Deed in Lieu of Foreclosure Only (value of property) (_____)
c. Transfer Tax Value: \$ 75,000.00
d. Real Property Transfer Tax Due \$ \$292.50

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 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: [Handwritten Signature]
Signature: [Handwritten Signature]

Capacity: Grantor
Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Whipple Cattle Company
Address: HCR 161 Box 27
City: Hiko
State: NV Zip: 89017

Print Name: Joseph S. Barker
Address: HC 61 Box 79
City: Hiko
State: NV Zip: 89017

COMPANY REQUESTING RECORDING

Print Name: NATIONS TITLE CO
Address: 3030 E. Russell Rd
City: Las Vegas

Escrow #: 7069
State: NV Zip: 89120