Form 1860-9 (January 1988) DOC # 0143934

(05/2013 04:0

Official Record

Recording requested By ELLEN PEARSON

Lincoln County - NV Leslie Boucher - Recorder

Fee: \$16.00 RPTT: \$62.40 Book- 281 Page-

Page 1 of 3 Recorded By: LB



## The United States of America

To all to whom these presents shall come, Greeting:

### Patent

N-86674

**WHEREAS** 

Lee and Ellen Pearson

are 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, and pursuant to Section 102 of the Lincoln County Conservation, Recreation, and Development Act of 2004, Public Law 108-424, 118 Stat. 2403, for the following described land:

Mount Diablo Meridian, Nevada

T. 4 N., R. 69 E., sec. 3, lots 7, 8, 9 & 12; sec. 10, lots 2 & 4.

Containing 26.39 acres, more or less.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto Lee and Ellen Pearson, 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 Lee and Ellen Pearson, his successors and assigns, forever; and

**27-2013-0009** 

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#### 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 mineral interests in the land so patented, and to 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, including all necessary access and exit rights.

#### SUBJECT TO:

1. Valid existing rights;

By accepting this patent, the patentee 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, his 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, his employees, agents, contractors, or lessees, or third party arising out of or in connection with the use and/or occupancy of the patented 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 United States; (3) Costs, expenses, damages of any kind incurred by the United States; (4) Other releases or threatened releases on, into or under land, property and other interests of the United States by solid or hazardous waste(s) and/or hazardous substances(s), as defined by Federal or 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 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.

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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 TWENTIETH day of AUGUST in the year of our Lord TWO THOUSAND and THIRTEEN and of the Independence of the United States the Two Hundred and Thirty-Eighth.

[SEAL]

Raul Morales

Deputy State Director

Natural Resources, Lands, and Planning



27-2013-0009

Patent Number

# DOC # 0143934 Conformed Copy

(Not Compared to Original)

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STATE OF NEVADA	09/05/2013 04:03 PM
DECLARATION OF VALUE FORM	Official Record
1. Assessor Parcel Number(s)	Recording requested By ELLEN PEARSON
a) 000-051-01	Lincoln County - NV
b)	Leslie Boucher – Recorder
c)	Book- 281 Page- 0544
d)	\ \
2. Type of Property:	
a) Vacant Land b) Single Fam. Res.	FOR RECORDER'S OPTIONAL USE ONLY
c) Condo/Twnhse d) 2-4 Plex	Book: Page:
e) Apt. Bldg f) Comm'l/Ind'l	Date of Recording:
g) Agricultural h) Mobile Home	Notes:
Other Other	Notes.
3. Total Value/Sales Price of Property	\$ 15,900
Deed in Lieu of Foreclosure Only (value of property	——————————————————————————————————————
Transfer Tax Value:	" <u>1.2 11066</u>
Real Property Transfer Tax Due	3 40
4. If Exemption Claimed:	3 0d TO
a. Transfer Tax Exemption per NRS 375.090, Sect	ion
b. Explain Reason for Exemption:	ion
o. Explain Reason for Exemption.	
5. Partial Interest: Percentage being transferred: 100	%
The undersigned declares and acknowledges, un	/ 70
NIDS 275 060 and NIDS 275 110, that the information me	der penalty of perjury, pursuant to
NRS 375.060 and NRS 375.110, that the information prinformation and haliof and have been presented by the second second prinformation and haliof and have been presented by the second prinformation and haliof and have been presented by the second prinformation and haliof and have been presented by the second prinformation and haliof and hal	ovided is correct to the best of their
information and belief, and can be supported by docume	entation it called upon to substantiate the
information provided herein. Furthermore, the parties a	gree 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 37.	
jointly and severally liable for any additional amount or	ved.
Cionostatio	
Signature	Capacity
Signature Coleron	<i>A</i>
Signature Coleva ~	Capacity
CELLED (CD LATEOD) TAROODA (ATYON) DE	THE COR ASSESSED THEORY OF THE COR
	YER (GRANTEE) INFORMATION
(REQUIRED)	(REQUIRED)
	nt Name: Lee and Ellen Pearson
	dress: He 74 Box 260
City: Rero City	y: Pioche
State: NV Zip: 89502-7147 State	te: NV Zip: 84043

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Escrow #:

State:\_\_\_\_\_Zip:\_\_\_

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

Print Name:

Address:

City:\_