

Official Record

Recording requested By
KEN NEWBY

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$42.00 Page 1 of 4
RPTT: Recorded By: HB
Book- 297 Page- 0014



APN _____

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Agreement

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, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) 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, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

Kenneth B Newby OWNER NEWBY CATTLE CO.
Signature Title

KENNETH B NEWBY
Print

7-14-15
Date

Grantees address and mail tax statement:



AGREEMENT

THIS AGREEMENT entered into this 10 day of July, 2015, by and between **JERI NEWBY**, surviving spouse and sole heir of Sherrell B. Newby, Seller, of one Half of Newby Cattle Co., St. George, Utah 84770 **AND KENNETH B. NEWBY** and **TULE RANCH MANAGEMENT, LLC** of 517 Belmont Dr., St. George, Utah 84770, hereinafter, Purchaser;

WITNESSETH

Whereas, the parties were previously joint owners of a ranch and cattle partnership in Lincoln County, Nevada; and

Whereas, partner Sherrell B. Newby passed away in 1995 and Jeri Newby, his spouse, was the sole surviving heir under the intestate laws of the State of Utah; and

Whereas, Kenneth B. Newby and Jeri Newby entered into an oral agreement for the sale by Jeri Newby and purchase by Kenneth B. Newby, of the Lincoln County Nevada Cattle Ranch partnership interest of Sherrell B. Newby, and

Whereas, some of the terms of said agreement have been completed while others have not; and

Whereas, the parties desire to complete the terms of said agreement as needed by the parties;

NOW, THEREFORE, in considered of their of their mutual promises and other good and valuable consideration, the parties agree as follows:

1. All of the water rights of the prior partnership owned, located or appurtenant to the Lincoln County Nevada property which were historically utilized in the partnership cattle operation and more particularly desired in Exhibit "A" attached hereto and incorporated herein by reference are hereby conveyed to Buyer or Buyer's assignee.
2. Seller agrees to execute any and all additional documents as may be requested by Buyer to accommodate the transfer of lawful title to said water rights.
3. Seller reserves for herself and/or her issue the right to run up to a maximum of twenty (20) head of cattle on the ranch and permits. At any time, Seller, or her issue



are utilizing these rights, they shall contribute proportionately to the management and labor necessary to run the animals on the ranch. Said animals shall be entitled to run under the XN brand historically utilized and qualified on government permits both summer and winter and Buyer shall satisfy any and all legal requirements pertaining to Seller's use of these permits.

4. Seller further agrees to execute any and all documents necessary to transfer the brand ownership (XN) to Tule Ranch Management, LLC or such other entity designated by Buyer.
5. This Agreement is intended to codify the prior oral agreement in written form and allow the parties to utilize and enjoy the benefits of their bargain. Seller acknowledges payment from Buyer of all obligations herein and Buyer acknowledges receipt of all value intended in their prior oral agreement pertaining to the Nevada Ranch.
6. The parties agree that time is of the essence in this Agreement, and the parties shall provide and/or execute any and all supplemental documents requested by the other party promptly so as to help finalize all terms and provisions herein.
7. This Agreement is intended to be the final expression of the parties agreement and should not be amended or modified except in writing signed by all parties.

DATED this 10 day of July, 2015:

Jerilyn Newby
SELLER

TULE RANCH MANAGEMENT LLC
BUYER

Kenneth B Newby
BUYER

STATE OF UTAH }
 }ss.
COUNTY OF WASHINGTON }



On the 10 day of July, 2015, before me, JERI NEWBY, Notary Public, personally appeared Jeri Newby, personally known to me OR proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of



which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kelle L Leitner
NOTARY PUBLIC

STATE OF UTAH }
 }ss.
COUNTY OF WASHINGTON }



On the 10 day of July, 2015, before me, Kenneth B. Newby,
Notary Public, personally appeared **KENNETH B. NEWBY**, personally known to me OR
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same in
her authorized capacity, and that by her signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kelle L Leitner
NOTARY PUBLIC

STATE OF UTAH }
 }ss.
COUNTY OF WASHINGTON }



On the 10 day of July, 2015, before me, Tule Ranch mglic,
Notary Public, personally appeared **TULE RANCH MANAGEMENT, LLC** by
Kenneth B. Newby, Managing Partner, personally known to me OR proved
to me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kelle L Leitner
NOTARY PUBLIC

