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OFFICIAL RECORD
LESLIE BOUCHER, RECORDER

Quitclaim Deed - Caselton Overflow Water
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)

Jeremy Benezet
Signature Title

Jeremy Benezet
Print

4/11/18
Date

Grantees address and mail tax statement:

Garry McBride, HC 74 Box 113
Jeremy Benezet, HC 74 Box 150
Pioche NV 89043

QUITCLAIM DEED
Caselton Overflow Water

QUITCLAIM DEED
Caselton Overflow Water

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Western Mine Services, Inc., a Delaware corporation ("**Grantor**"), does hereby remise, release and forever quitclaim unto Garry McBride, a resident of Caselton, Nevada and Jeremy Benezet, a resident of Prince Mine, Nevada, as their interests may appear, ("**Grantees**"), all of Grantor's right, title and interest in and to the Floral Springs/Caselton Overflow Water as described below;

Any and all 'Overflow Water' from Pioche Public Utilities' pipeline terminating at Caselton, Nevada and from the Caselton water tanks associated therewith; and more particularly described in that Agreement dated February 13, 1989 between Pioche Public Utilities and Western Mine Services, Inc.; and recorded in the official records of Lincoln County at Book 84, Page 653, document number 91137, attached hereto and incorporated herein.

To have and to hold by Grantees, their heirs and assigns forever.

Effective the 9th day of October, 2014

WESTERN MINE SERVICES, INC.

Lawrence T. Atkinson

By: Lawrence T Atkinson, president

STATE OF NEVADA)

SS

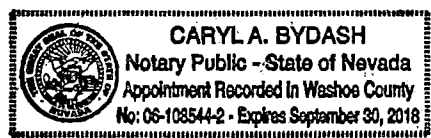
COUNTY OF WASHOE

March 2018 Cal

On this *27* day of ~~January~~, *2015*, before me, a Notary Public, personally appeared LAWRENCE T ATKINSON, who acknowledged to me that he executed this instrument in his authorized capacity. WITNESS my hand and official seal.

Caryl A Bydash

Notary Public



Exhibit

COMBINED METALS REDUCTION COMPANY

Pioche Area Valley Via Tonopah, NV 89049 (702) 572-3782

10 W. 24th Street
New York, NY 10011
(212) 869-7792

P.O. Box 2488
Evergreen, CO 80439
(303) 670-0281

February 13, 1989

Mr. Pat Kelly
Pioche Public Utilities
Post Office Box 35
Pioche, Nevada 89043

Re: Water Agreement

Dear Mr. Kelly:

Upon signing three copies of this letter, it will constitute an agreement in perpetuity allowing Pioche Public Utilities (PPU) to locate and use water storage tanks on property heretofore owned by Western Mine Services, Inc. (WMS) in the town of Pioche, Lincoln County, Nevada, for the purpose of storing and providing domestic water to users in Pioche and the surrounding environs. It is therefore agreed that:

1. The portion of WMS property to which this agreement relates is more particularly described in Exhibit "A", attached hereto and made a part hereof, (the "Property").
2. WMS does hereby agree to grant bargain and sell to PPU the surface of the Property and PPU does hereby agree to accept such grant upon the terms herein set fourth.
3. PPU shall guarantee and hold WMS harmless from any loss, cost or expense arising out of this agreement or PPU's presence upon the Property, including but not limited to any increase in property taxes, real or personal, on the adjoining WMS property.
4. In exchange for this grant by WMS to PPU, WMS shall have right of first use of any and all "overflow water" from PPU's Floral Springs pipeline terminating at Caselton, Nevada and from the Caselton water tanks associated therewith. Overflow Water shall be defined as any and all water in excess of that amount of water which Pioche Public Utilities sells for domestic purposes to the residents of the communities of Caselton and Prince. The term "Domestic Purposes" shall include water purchased by such residents to maintain their lawns.

Overflow

Water Agreement, PPU/WMS
February 13, 1989
Page 2 of 2

5. Both PPU and WMS will execute and deliver such additional agreements, deeds, easements and other indicia of this agreement as either may reasonably require.

6. This agreement only pertains to surface use of the Property.

PIOCHE PUBLIC UTILITIES

By: Pat Kelley
Pat Kelley, Manager

I attest that these are
Copies of original signatures
Cassie Walker

LINCOLN COUNTY COMMISSION

By: Keith Whipple
Keith Whipple, Chairman

By: James Leo Wadsworth
James Leo Wadsworth,
District Attorney

Attest: Cassie Walker

WESTERN MINE SERVICES, INC.

By: Lawrence T. Atkinson
Lawrence T. Atkinson,
President

Attest: Cady B. Hagg

No. 91437
FILED AND RECORDED AT REQUEST OF
Pioche Public Utilities
April 26, 1989
At 10 MINUTES PAST 1 O'CLOCK
P M IN BOOK 84 OF OFFICIAL
RECORDS, PAGE 653 LINCOLN
COUNTY, NEVADA.

Frank C. Hulse
COUNTY RECORDER
Merilee Simpson Deputy BOOK 84 PAGE 654

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) N/A
- 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'l/Ind'l
- g) Agricultural
- h) Mobile Home
- Other overflow water

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

3. Total Value/Sales Price of Property \$ 1,000
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ 3,90

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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 [Signature] Capacity Grantor
 Signature [Signature] Capacity Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Western Mine Services, Inc.
 Address: 1508 Gentry Way
 City: Reno
 State: NV Zip: 89502

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: See attached
 Address: _____
 City: _____
 State: _____ Zip: _____

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

Print Name: _____ Escrow #: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Attachment
Grantee Info

Garry McBride
Caseton, NV
HC 74 Box 113
Piöche, NV 89043

Jeremy Benezet
2 Prince Mine
HC 74 Box 150
Piöche Nevada 89043

