

APN: 013-030-18; 003-230-12;  
003-230-08; 003-230-10; 003-230-09

**AFTER RECORDING, PLEASE RETURN TO:**

*Canop Holdings, Inc.*  
*c/o Bernadette M. Stafford, Esq.*  
STAFFORD LAW  
158 North Glassell Street, Suite 204  
Orange, California 92866



00004502202001580960070070

OFFICIAL RECORD  
AMY ELMER, RECORDER

E01

**GRANT, BARGAIN AND DEED SALE  
(Water Rights and Mineral Rights)**

THIS INDENTURE WITNESSETH that Grantor, Hydroponics, Inc., in consideration of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Canop Holdings, Inc., as Grantee, all that real property situated in the town of Caliente, County of Lincoln, State of Nevada, more particularly described as follows:

**See Exhibit "A" attached hereto and incorporated by this reference**

- SUBJECT TO: 1. Taxes for the fiscal year of 2019-2020;  
2. Rights of way, reservations, restrictions, easements and conditions of Record.

Commonly known as: 5750 Denali Lane, Caliente, Nevada 89008

TOGETHER WITH, all springs, wells, water and water rights applied for, adjudicated, appropriated, decreed, vested, or appurtenant to the subject property, or any portion thereof, including all permits, applications, proofs, certificates and maps thereof, and all dams, ditches, diversions, licenses, easements, structures, measuring devices, head gates, culverts, ponds, reservoirs, canals, pipelines, well casings, well pumping equipment, troughs and all means, methods, and systems of diverting and using water and water rights and applying them to beneficial use on the subject property, or any portion thereof, or not or hereinafter used or enjoyed in connection therewith and for the repair, cleaning, replacement and maintenance of such facilities, and including but not limited to, all irrigation, stock water, domestic, or any other use or rights to use water on or appurtenant to the subject property, including but not limited to all of those rights under State of Nevada Water Permit 82021.

PROVIDED, HOWEVER, that Grantor represents and warrants, as to such water rights, only that neither it, nor its principals, have previously conveyed such water rights to others, and that to the best of its knowledge and belief that such water rights are in good standing.

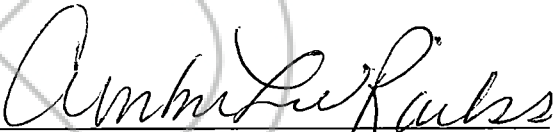
TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the Grantee and to its successors, administrators, executors, heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Grant Bargain and Sale Deed effective this 29<sup>th</sup> day of January, 2020.

**GRANTOR**

**Hydroponics, Inc., a California corporation**

By:   
**Brandon Burkhart, President**

By:   
**Amberlee Rails, Secretary**

**A Notary Public or other officer completing this certificate verifies only the identity of the individuals who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF NEVADA        )  
COUNTY OF LINCOLN    )

Subscribed and sworn to (or affirmed) before me on the \_\_\_\_ day of January, 2020, by BRANDON BURKHART, provided to me on the basis of satisfactory evidence to be the person who appeared before me.

SEAL

Signature \_\_\_\_\_  
Notary Public in and for Said County

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On January 29<sup>th</sup> 2020 before me, Ian Brandon Simons, Notary Public  
(Here insert name and title of the officer)

personally appeared Amber Lee Gails, Brandon Lee Burkhardt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

State of Nevada Declaration  
(Title or description of attached document)

OF VALUE  
(Title or description of attached document continued)

Number of Pages 2 Document Date 01/29/20

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

COPY

**EXHIBIT A**

## LEGAL DESCRIPTION

The land referred to herein is described as follows:

All that certain real property situate in the County of Lincoln, State of Nevada, described as follows:

### PARCEL 1:

Those parcels of land situate in Sections 2 and 11, Township 3 South, Range 67 East, M.D.B. & M., more particularly described as follows:

The North Half (N1/2) of the Northeast Quarter (NE1/4) of Section 11;  
That portion of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of said Section 11, and the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 2, lying and being East of the right of way of the Union Pacific Railroad Company and the Caliente and Pioche Railroad;

Also that certain parcel of land situate in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 2; and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 11; all in Township 3 South, Range 67 East, M.D.B. & M., more particularly described as follows:

Commencing at a point 325 feet West of the Northeast corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 2;

Thence running South 27°30' West, 1188.2 feet to the true point of beginning;

Thence continuing South 27°30' West, 1070 feet;

Thence North 930 feet;

Thence North 22°26' East, 200 feet;

Thence East 400 feet more or less, to the true point of beginning.

### PARCEL 2:

Situate in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 2, Township 3 South, Range 67 East, M.D.B. & M., more particularly described as follows:

Beginning at the South One Quarter corner of Section 2, Township 3 South, Range 67 East, M.D.B. & M.;

Thence North 0°17'08" West, a distance of 1313.85 feet;

Thence East 382.00 feet;

Thence South 0°22'08" West, a distance of 1313.38 feet;

Thence North 86°42' West, a distance of 367.00 feet to the point of beginning.

TOGETHER WITH THE REAL PROPERTY LOCATED WITHIN OR BETWEEN PARCELS ONE AND TWO ABOVE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at a found 3.25" diameter Bureau of Land Management brass Section Corner Monument stamped "T3S R63E S3 S2 S10 S11 1971" 7 inches above ground in stone mound with 1 post;

Said point rests South 00°11'17" West, a distance of 2,645.96 feet from another found 3.25" diameter Bureau of Land Management brass Quarter Corner Monument stamped "1/4 S 3 S 2 1971" 4 inches above ground in stone mound;

Thence South 65°41'45" East, a distance of 1,487.89 feet, to a point of intersection with the former Westley Railroad right of way and the Westley boundary of that land defined as the McInnis Family Trust Record of Survey recorded January 2, 2015 in the Office of the County Recorder of Lincoln County, Nevada in Book D of Plats, page 143 as File No. 148538, Lincoln County, Nevada records, hereinafter referred to as McInnis Trust Boundary; said point is also on the West sixteenth line of Section 11, being THE TRUE POINT OF BEGINNING;

Thence North 28°59'41" East, a distance of 1,028.67 feet to a point of intersection with said former Westley Railroad right of way and McInnis Trust Boundary;

Thence South 87°30'59" East, at right angles to U.S. Highway 93, a distance of 100.31 feet to a point on the centerline of the former Railroad right of way; said point marked with a 1.5" diameter aluminum monument stamped "Artisan PLS 9677 PCOR CL Row"; said monument hereinafter referred to as Artisan Monument;

Thence North 28°59'41" East, a distance of 1,232.32 feet to a point marked by an Artisan Monument;

Thence North 89°31'00" East, a distance of 112.72 feet;

Thence South 28°59'41" West, a distance of 2,671.44 feet;

Thence North 01°12'54" West, a distance of 211.55 feet to the former centerline of the Railroad right of way marked by an Artisan Monument;

Thence continuing said course a distance of 211.55 feet to the point of beginning.

The property described above being the real property existing within the boundaries of the Union Pacific Railroad right of way as adjudicated in the District Court, Lincoln County, Nevada; Case No. 53-11-2000LC, Stipulation and Judgment to Quiet Title and of Adverse Possession, recorded July 28, 2003 in Book 175 of Official Records, page 108 as File No. 120590, Lincoln County, Nevada records.

The above legal description is a metes and bounds description and was obtained from a Grant, Bargain, Sale Deed, recorded May 27, 2015 in Book 295 of Official Records, page 499, as File No. 147563, Lincoln County, Nevada records.

This additional information required by NRS 111.312 and NRS 239B.030.

ASSESSOR'S PARCEL NUMBER FOR 2018 - 2019: 013-080-18; 013-030-21; 013-180-02;  
013-180-03; and 013-180-63

COPY



**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) Multiple APN's
- b) 013-030-18; 003-230-12;
- c) 003-230-08; 003-230-10; and
- d) 003-230-09

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) **xx Agricultural**
  - h) Mobile Home
- Other \_\_\_\_\_

FOR RECORDER'S OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: Hydroponics for ex. 1 Hydroponics

3. Total Value/Sales Price of Property \$ N/A

Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )

Transfer Tax Value: \$ \_\_\_\_\_

Real Property Transfer Tax Due \$ \_\_\_\_\_

**4. If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, *Section 1.*

b. Explain Reason for Exemption: *Hydroponics, Inc. changed its name to Canop Holdings, Inc.*

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**

Brandon Burkhart, President

Signature [Signature] Capacity **Grantee**

Brandon Burkhart, President

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

Print Name: Hydroponics, Inc.

Address: 3811 Wacker Drive

City: Mira Loma

State: CA Zip: 91752

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

Print Name: Canop Holdings, Inc.

Address: 3811 Wacker Drive

City: Mira Loma

State: CA Zip: 91752

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

Print Name: Bernadette Stafford Escrow #: \_\_\_\_\_

Address: 158 North Glassell, Suite 204

City: Orange State: CA Zip: 92866