

N-94767

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS

FARMLAND RESERVE, INC.

is entitled to a land patent pursuant to Section 203 of the Act of October 21, 1976 (43 U.S.C. 1713), as amended, and pursuant to Public Law 108-424, Lincoln County Conservation, Recreation, and Development Act of November 2004, for the following described land:

Mount Diablo Meridian, Nevada

T. 2 S., R. 67 E.,
sec. 23, NE $\frac{1}{4}$ NE $\frac{1}{4}$.

The area described contains 40 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto FARMLAND RESERVE, INC. 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 FARMLAND RESERVE, INC., its successors and assigns, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States, Act of August 30, 1890 (43 U.S.C. 945); and
2. All mineral deposits in the land so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove the minerals under applicable law and such regulations as the Secretary of the Interior may prescribe.

SUBJECT TO:

1. Valid existing rights.

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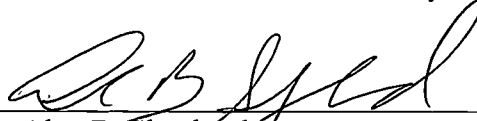
By accepting this patent, the patentee agrees to indemnify, defend and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the patentee, its 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, its employees, agents, contractors, or lessees, or third party arising out of or in connection with the uses 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; (6) Or 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; and

PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, 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 have been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

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 THIRTY-FIRST day of MAY in the year of our Lord TWO THOUSAND and TWENTY-TWO, and of the Independence of the United States the Two Hundred and Forty-Sixth.

By



Alan B. Shepherd
Deputy State Director



[SEAL]

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**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) NIA
- 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 _____

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

3. Total Value/Sales Price of Property \$ 50,500.00
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ 50,500.00
 Real Property Transfer Tax Due \$ 196.95

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 Rex Burgener Capacity Vice President, Land
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: United States of America
 Address: 1340 Financial Boulevard
 City: Reno
 State: Nevada Zip: 89502-7147

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Farmland Reserve, Inc, By: Rex Burgener
 Address: 79 S Main Street, Suite 1000
 City: Salt Lake City
 State: Utah Zip: 84111

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

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