

20080131-0003675

Fee: \$21.00 RPTT: \$14,899.65
N/C Fee: \$25.00

01/31/2008 15:55:33
T20080018012

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Debbie Conway KXC
Clark County Recorder Pgs: 10

210-2

APN: 178-12-001-005

~~RECORDING REQUESTED BY AND~~
WHEN RECORDED RETURN TO:

James B. Gibson, Esq.
835 Fairview Drive
Henderson, Nevada 89015

MAIL TAX STATEMENTS TO:

The Robert P. Ellis and Sandra D. Ellis Living Trust Dated February 17, 1981
979 Camelia
Henderson, Nevada 89011
Attention: Robert P. Ellis

ESCROW #NCS-333531 - HHLV (AK)C

(Space above line for Recorder's use)

GRANT, BARGAIN, SALE DEED

THIS INDENTURE, made this 31st of January 2008 is by Tronox, LLC, a Delaware limited liability company, successor by merger with American Potash and Chemical Corporation, a corporation, with an address of One Leadership Square, 211 N. Robinson Avenue, Suite 300, Oklahoma City, Oklahoma 73102, herein called "Grantor" for the benefit of Robert P. Ellis and Sandra D. Ellis as Trustees of The Robert P. Ellis and Sandra D. Ellis Living Trust Dated February 17, 1981, with an address of 979 Camelia, Henderson, Nevada 89011, herein called "Grantee".

WITNESSETH:

THAT, for and in consideration of Ten Dollars (\$10) in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant, bargain and sell unto Grantee the following described property ("Property") situated in the County of Clark, State of Nevada, to-wit:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF,

SUBJECT TO: easements, rights-of-way, covenants, conditions, restrictions and prior reservations, conveyances or leases of gold, silver sand and gravel and other minerals (whether of a similar or dissimilar nature) if any of record, any applicable zoning or land use regulations in existence on the date hereof and any other matter which would be revealed by an accurate survey and on-site inspection of the Property;

together with all improvements thereon and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever; provided that Grantor RESERVES UNTO itself, its successors and assigns, the right of entry on the Property after date hereof to conduct such environmental testing, monitoring, or remediation for contamination resulting from events occurring or alleged to have occurred prior to date hereof and resulting from Grantor's use of the Property as may be required of it by applicable law, or as Grantor may in good faith determine is

RECORDER'S MEMO:
POSSIBLE POOR IMAGE DUE
TO QUALITY OF ORIGINAL
DOCUMENT

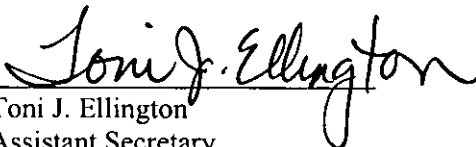
necessary or prudent; and provided further that, because the Property has suffered possible contamination of soils and groundwater, the Property shall never be used for any residential purpose whatsoever, nor shall it ever be used as a childcare facility or as a school (other than as a non-residential technical or trade school for adults) regardless whether or not ever zoned therefore; and no well for extraction of water (other than as reasonably necessary for groundwater remediation and/or monitoring) shall ever be drilled on the Property. The forgoing restriction is not a mere personal covenant, but instead, is one that touches and concerns the land and is meant to run with the land and bind future owners of the Property, With respect to the entry reserved hereinabove, Grantor shall endeavor (but shall not be required) to give at least two (2) days prior notice to the Grantee, its successors and assigns, and to confine such entry to the areas of the Property that are not covered by buildings or other permanent structures (excluding paved areas). In the event of any such entry, Grantor shall make reasonable efforts not to interfere with Grantee's (or its successors' or assigns') use of the Property and Grantor shall, upon completion of its activities, reasonably restore any damages it may have caused to the Property in connection with such activities. Grantee, on behalf of itself, its successors and assigns, waives any right it may have to damages for business interruption, loss of use or other interference on account of any such entry by Grantor, its successors or assigns. Grantor specially warrants title to the Property as against all of those lawfully claiming or to claim the same by, through or under Grantor, but not otherwise.


By accepting delivery of the deed, Grantee agrees that it and its successors and assigns shall indemnify and hold Grantor, its parent and affiliated companies and their officers, directors, employees and agents, harmless from and against any and all liability, damages, judgments, fines, penalties, assessments, losses and expenses (including interest, court costs and attorneys' fees, and expenses for removal, cleanup, containment, or other remedial action to the extent required by applicable law) of whatever nature arising out of or resulting from, directly or indirectly, any claim, cause of action, proceeding or order concerning contamination or pollution on or from the Property, provided that said contamination or pollution is the result of events occurring subsequent to the date hereof and regardless of whether property damages, disease, illness, injury or death of any person is involved, directly or indirectly.

IN WITNESS WHEREOF, Grantor has executed and delivered this deed under seal on the date first written above.


ATTEST:

Tronox LLC
A Delaware limited liability company


Toni J. Ellington
Assistant Secretary
One Leadership Square
211 N. Robinson Avenue, Suite 300
Oklahoma City, Oklahoma 73102


Robert Y. Brown, III
Vice President
One Leadership Square
211 N. Robinson Avenue, Suite 300
Oklahoma City, Oklahoma 73102

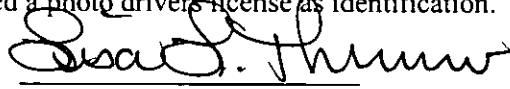


Tronox
Law Dept.


STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 30th day of January, 2008 by Robert Y. Brown, III, Vice President of Tronox LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has provided a photo drivers license as identification.



Notary Public

My Commission Expires:

(Seal)



PREPARED BY:

Roger Addison

One Leadership Square

211 N. Robinson Avenue, Suite 300

Oklahoma City, Oklahoma 73102

PREPARED BY: ROGER ADDISON COPY

EXHIBIT "1"

DESCRIPTION OF LAND

ASSESSOR'S COPY

EXHIBIT 'A'

**LOT 3 OF NORTH GATE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 139 OF PLATS,
PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

TAX ASSESSOR'S COPY

"EXHIBIT B"
TRONOX

A PORTION OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 62
EAST, M.D.M., CLARK COUNTY, NEVADA.

NOT A PART
LOT 2 OF BK. 139,
PG 11



S00°35'21"W
1315.91'

WARM SPRINGS ROAD

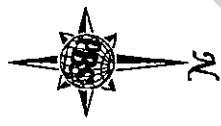


LOT 3 OF
BK. 139, PG 11

TOTAL AREA:
4.79 ACRES

NOT A PART
LOT 1 OF P.M. FL.
102, PG 77

SCALE: 1" = 400'



511729-LOT-3.DWG

PBS&J
2270 Corporate Circle
Suite 80
Henderson, Nevada 89074
Telephone 702/263-7275
Fax 702/263-7200

PLANNING • SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

TRONOX
EXHIBIT

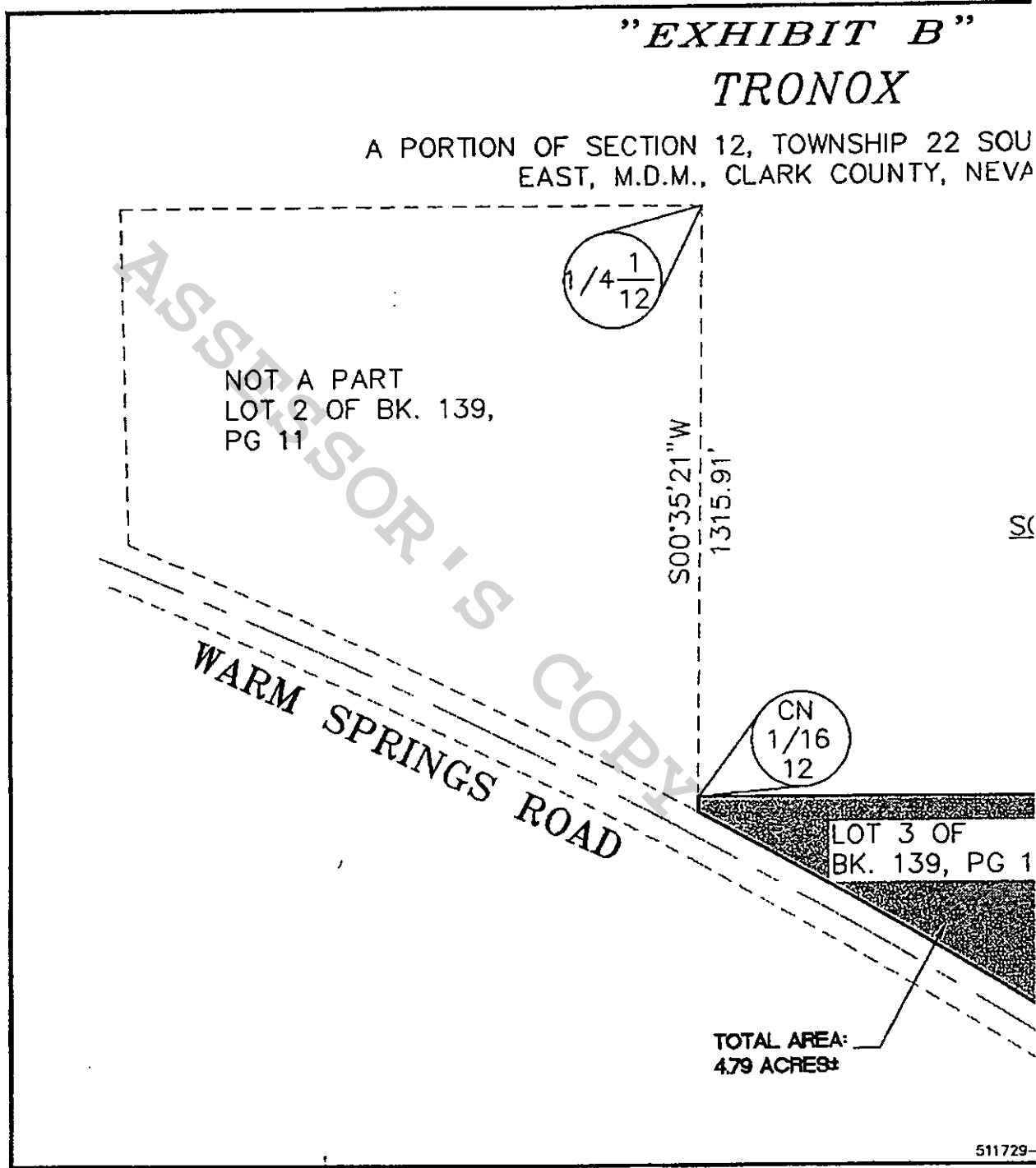
JOB NO.	511729	DRAWN	TLH	DATE	1-28-08
SHEET NO.	1	CHECKED	MG	SCALE	1"=400'

Clarification Copy

"EXHIBIT B"

TRONOX

A PORTION OF SECTION 12, TOWNSHIP 22 SOUTH,
EAST, M.D.M., CLARK COUNTY, NEVADA

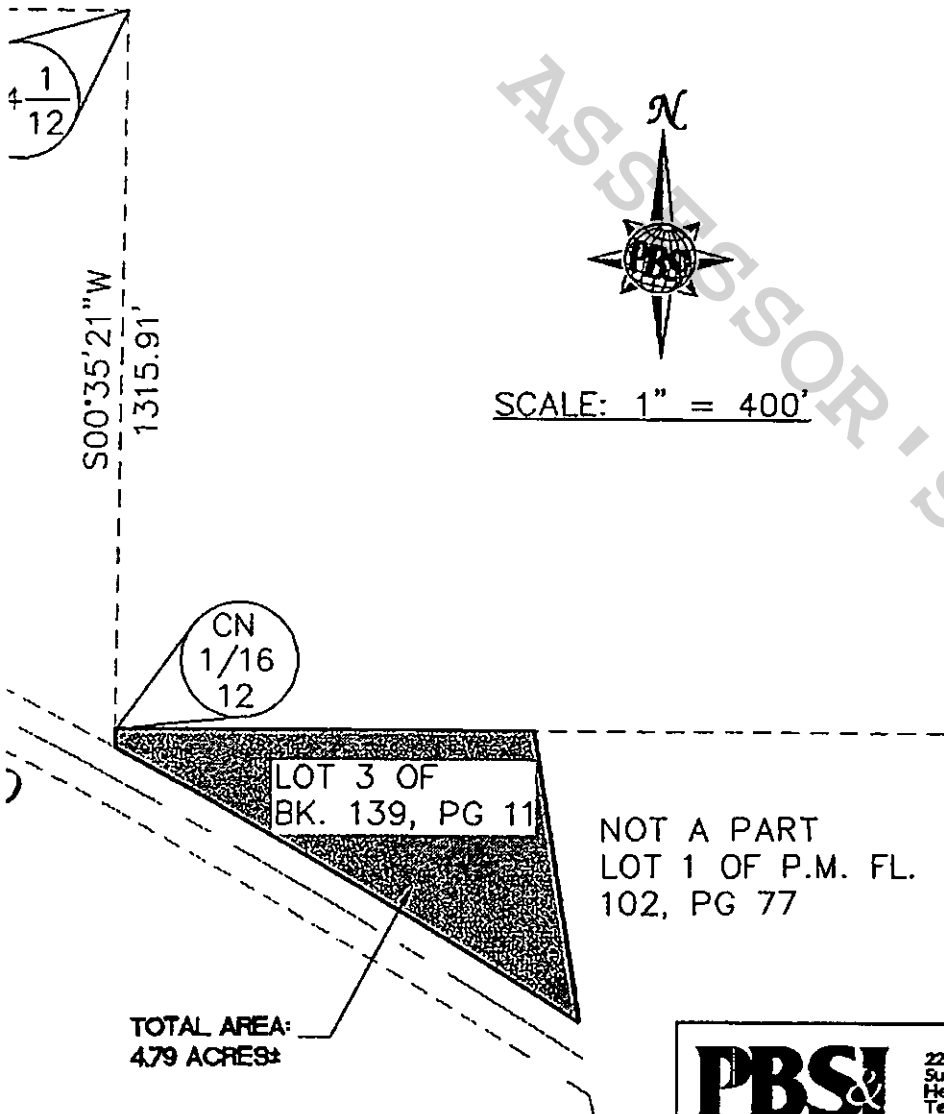


Clarification Copy

"EXHIBIT B"

TRONOX

SECTION 12, TOWNSHIP 22 SOUTH, RANGE 62
M.D.M., CLARK COUNTY, NEVADA,



ASSESSOR'S COPY



JOB NO. 511729	DATE 1-28-08
SHEET NO. 1	SCALE 1" = 400'
DRAWN	TLH
CHECKED	MG
TRONOX EXHIBIT	

TOTAL AREA:
4.79 ACRES±

PBSJ &
 2270 Corporate Circle
 Suite 100
 Henderson, Nevada 89074
 Telephone: 702/263-7275
 Fax: 702/263-7200

ENGINEERING • PLANNING • SURVEYING • CONSTRUCTION SERVICES

511729-LOT-3.0WG

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 178-12-601-005
- 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
- i) Other _____

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property: _____

\$2,921,133.60

Deed in Lieu of Foreclosure Only (value of property) _____

(\$ _____)

Transfer Tax Value: _____

\$2,921,133.60

Real Property Transfer Tax Due _____

\$14,897.78 14,897.65

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per 375.090, Section: N/A
- b. Explain reason for exemption: N/A

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.

MJK

Signature: [Signature]
Signature: _____

Capacity: Grantor
Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Tronox, LLC
Address: 875 West Warm Springs Road
City: Henderson
State: NV Zip: 89011

Print Name: The Robert P. Ellis and Sandra D. Ellis
Address: 979 Camelia
City: Henderson
State: NV Zip: 89011

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

First American Title Insurance
Company National Commercial
Print Name: Services
Address: 3960 Howard Hughes Parkway, S-600
City: Las Vegas

File Number: NCS-333551-HHLV ak/ak
State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3675
MJK

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 178-12-601-005
 b) _____
 c) _____
 d) _____

2. Type of Property
 a) Vacant Land b) Single Fam. Res.
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 e) Apt. Bldg. f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 i) Other _____

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property: \$2,921,133.60
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$2,921,133.60
 Real Property Transfer Tax Due \$14,897.78
14,899.65

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: N/A
 b. Explain reason for exemption: N/A

5. Partial Interest: Percentage being transferred: 100 %

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Signature: [Signature]
 Signature: [Signature]

Capacity: Grantee
 Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Tronox, LLC
 Address: 875 West Warm Springs Road
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 State: NV Zip: 89011

Print Name: The Robert P. Ellis and Sandra D. Ellis
 Address: 979 Camelia
 City: Henderson
 State: NV Zip: 89011

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

First American Title Insurance
 Company National Commercial
 Print Name: Services
 Address 3960 Howard Hughes Parkway, S-600
 City: Las Vegas

File Number: NCS-333551-HHLV ak/ak
 State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED).

3675