

EU 9107

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this <sup>1st</sup> day of June, 1966, by and between TONY MILLER and VIVIAN MILLER, husband and wife, of Eureka County, State of Nevada, hereinafter called the "Grantor", and NEVADA TITLE GUARANTY COMPANY, a Nevada Corporation, <sup>hereinafter called the "Trustee"</sup> and THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, the Beneficiary,

W I T N E S S E T H:

That Grantor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in the County of Eureka, State of Nevada, that is more particularly described on that certain exhibit marked "Exhibit A" and attached hereto. Reference is hereby specifically made to said Exhibit A and by such reference said Exhibit A is made a part hereof to the same extent as if fully set forth in this paragraph.

TOGETHER WITH all waters and water rights used in connection therewith or appurtenant thereto, including but not limited to the rights granted by Permit No. 12487 and Permit No. 17940 issued by the Division of Water Resources of the State of Nevada and rights to waters from the Humboldt River, pursuant to the determination by the Bartlett Decree entered in Case No. 2840 in the Sixth Judicial District Court of the State of Nevada in and for the County of Humboldt which is entitled: "In the Matter of the Determination of the Relative Rights of Claimants and Appropriators of the Waters of the Humboldt River Stream System and Tributaries".

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH all Taylor Grazing Privileges used in connection with or allotted to the above described land.

TOGETHER WITH all water and water rights used in connection therewith or appurtenant thereto with all shares of stock evidencing the same, together with all easements and rights of way appurtenant thereto or used as a means of access thereto, and also all the estate, right, title and interest, homestead or other claim or demand which the Grantor now has or may hereafter acquire in and to the said premises or any part thereof.

TOGETHER WITH all judgments, awards of damages, and settlements, payments or security (1) hereafter made as a result of or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damages to the premises or the improvements thereon or any part thereof, and (2) hereafter made for any damages to the premises or the improvements thereon or any part thereof, resulting from the exercise of or attempted exercise of mining rights or claim, however reserved or asserted, and resulting from a disturbance of any of the surface of the premises. Grantor does hereby expressly and irrevocably grant to Beneficiary the sole right to give such consent as may be required of the owner for mining, exploration,

or other surface disturbance by the terms of any patent, deed, statute, law or otherwise.

TO HAVE AND TO HOLD the same unto the Trustee and its successors upon the trusts hereinafter expressed:

As security for the payment of: (a) A Promissory note, and any renewals or extensions or modification thereof, of even date herewith in the principal amount of \$50,000.00, executed by Grantor and delivered to Beneficiary, together with the interest thereon and the expenses and counsel fees by said note provided; (b) such additional amounts as may be hereafter loaned by the Beneficiary or its successors to the Grantor or any of them or any successor in interest of the Grantor, with interest thereon; (c) any other indebtedness or obligation of the Grantor, or any of them, and any present and future demands of any kind or nature which the Beneficiary or its successors may have against the Grantor, or any of them, whether created directly or acquired by assignment; whether absolute or contingent, whether due or not, or whether secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; (d) also as security for the payment and performance of every obligation, covenant, promise or agreement herein contained, or herein adopted by reference, or in said note or notes contained.

AND THIS INDENTURE FURTHER WITNESSETH:

**FIRST:** The Grantor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; to restore any building or improvement damaged or destroyed thereon; to complete in good and workmanlike manner any building or other improvement which may be constructed thereon and to pay, when due all claims for labor performed and for materials furnished therefor; to comply with all laws, ordinances and regulations with reference to any alterations or improvements made thereon, not to commit or permit any waste or deterioration of said buildings and improvements, or of said premises; to keep insured all buildings and improvements on said property against loss or damage by fire and such other casualties as may be required by the Beneficiary, in some insurance company or companies to be approved by the Beneficiary, the policies of said insurance shall be payable in the case of loss to the Beneficiary and shall be delivered to and held by it as security, which said delivery shall constitute an assignment by Grantor to Beneficiary of all rights under the policy, including any returned premium, any amounts collected under any such policies of insurance or through condemnation proceedings may be applied by Beneficiary upon the indebtedness secured hereby and in such order as the Beneficiary may determine or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Grantor; to pay, before the same shall become delinquent, all taxes, assessments and levies affecting said property, including assessments on appurtenant water stock and any costs or penalties thereon.

If the Grantor fails to make any payment or perform any act which he is obligated to make or perform hereby then the Beneficiary, at its election, without demand or notice to the Grantor, or any successor in interest of the Grantor, or any of them, may make such payment or perform such act and incur any liability, or expend whatever amounts in its absolute discretion, it may deem necessary therefor. All such sums incurred or expended by the Beneficiary under the terms hereof shall become immediately due and payable by Grantor to the Beneficiary when so incurred or expended and shall bear interest until paid at the rate of 10% per annum and shall be secured hereby.

**SECOND:** Grantor agrees that the premises described in this deed of trust as Taylor Grazing Privileges extend to and include part of the premises of this deed of trust and are security for the payment of the indebtedness, the payment of which is secured by said deed of trust, together with all extensions and renewals or substitutions thereof by the United States or any Department, Bureau or Agency thereof, involving the use of the public lands of the United States for the purpose of grazing, pasturing and/or feeding livestock thereon.

To pay all rents, fees or charges now due or to become due under the terms of each lease, permit, license or privilege, written or otherwise, appurtenant or non-appurtenant, to said premises, now held by the Grantor or hereafter issued, extended or renewed to it by the United States or any Department, Bureau or Agency thereof and to perform and observe every act, covenant, condition and stipulation necessary to keep each of the same in good standing as required by the terms thereof and by the laws, rules and regulations of the United States and, on the expiration of the term of each of the same, to apply for, and to take every necessary step to secure the re-issue, renewal or extension of each of the same; and to assign, waive, pledge or endorse to the Beneficiary each lease, permit, license or privilege hereafter issued, extended, or renewed by any agency of the United States.

That in the event the Grantor fails to pay when due any rent, fees or charges payable under said leases, permits, licenses or privileges or any renewals or extensions thereof, or under the laws, rules and regulations of the United States or any Governmental Agency thereof, the Beneficiary may make such payments and the amount paid therefore shall become a part of the indebtedness secured by said deed of trust and bear interest from the date of payment at the highest legal rate permissible by contract under the laws of the said State, without waiver, however, of any rights of the Beneficiary arising from the breach of the covenant to pay the same.

That in the event the Grantor fails to perform all and singular the covenants, conditions and agreements contained in said Deed of Trust, or upon receipt by the Beneficiary of notice of the failure of the Grantor to comply with the terms of said leases, permits, licenses or privileges, and/or the laws, rules and regulations of the United States applicable thereto; then the Beneficiary may exercise any and all rights provided by the terms of the Deed of Trust in case of any default on the part of the Grantor.

**THIRD:** The grantor promises to appear and defend any action or proceeding purporting to affect the interest of the Beneficiary hereunder, or the said property or any part thereof, or the rights, powers and duties of the Trustee hereunder; and the Trustee or Beneficiary may likewise appear in and defend any such action or proceeding and take such action therein as either of them may be advised; and all costs and expenses, including costs of evidence of title, and reasonable attorney's fees incurred or expended by the Beneficiary or Trustee in such action or proceeding shall become immediately due from the Grantor to the Beneficiary or Trustee when so incurred or expended, and shall bear interest until paid at the rate of 10% per annum, and shall be secured hereby.

In the event that any action or proceeding is brought to exercise the right of eminent domain on said property, or any part thereof, the Grantor agrees to pay the Beneficiary all sums received by Grantor as compensation or damages for the condemnation of said pro-

perty, or any part thereof, and said sum shall be applicable to the payment of the indebtedness secured hereby, whether due or not.

**FOURTH:** As additional security, Grantor hereby gives to and confers upon the Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected thereby, reserving unto the Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable.

**FIFTH:** The Beneficiary may enter the premises and inspect the same at any time during the existence of the trust hereby created, and in case default be made in the payment of any sums secured hereby, or in the performance of any act, the performance of which is secured hereby, the Trustee shall be entitled at any time, upon request of the Beneficiary, either by itself or by a receiver to be appointed by a court therefor, to enter upon and take possession of the above-granted premises, or any part thereof, and to do and perform such acts of repair or protection as may be necessary or proper to conserve the value thereof; to rent or lease the same or any part thereof for such rental, term and upon such condition as its judgment may dictate, and to collect and receive the rents, issues and profits thereof, and also to do any other act or acts that it may deem necessary or proper, in the use, management or operation of said premises, or to protect or conserve the value thereof, the specific enumerations herein not excluding the general; and in the event that Trustee shall exercise the option in this paragraph granted, the Grantor agrees to surrender to Trustee peaceable possession of said premises, and not to interfere in any manner with the exercise of the rights in this paragraph granted; and the expenses therein incurred, including compensation to said Trustee and Receiver and attorney's fees and costs and disbursements, shall be deemed to be a portion of the expense of this trust, and secured hereby.

**SIXTH:** The Beneficiary may without notice to, or consent of, Grantor extend the time of the payment of any indebtedness secured hereby to any successor in interest of the Grantor without discharging the Grantor from liability thereon. If the Grantor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of Grantor's title in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder thereof, and without demand or notice, shall immediately become due and payable. If the Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof, at its option, either before or after a sale that is made hereunder. In the event of default hereunder, the Trustee may, upon request by the Beneficiary, bring an action in any court of competent jurisdiction to foreclose this instrument as a mortgage or to enforce any of the covenants hereof. The Beneficiary may also bring an action to enforce the payment of any note or indebtedness secured hereby, without causing the Trustee to sell the property as herein provided, the said Grantor waiving any provision of law requiring that the security conveyed by the Grantor to the Trustee herein be sold prior to the commencement of any such action. The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein, or by law, and all rights and remedies granted herein, or permitted by law, shall be concurrent and cumulative. If any action brought pursuant to the provisions hereof the plaintiff shall be entitled to a reasonable sum to be fixed by the court as attorney's fees expended by the plaintiff in the prosecution of said action.

**SEVENTH:** Each Grantor who is a married person hereby ex-

pressly agrees that recourse may be had against his or her separate property for any deficiency after the sale of the property hereunder.

**EIGHTH:** The following covenants, Nos. 1, 3, 5, (interest 10%) 5, 6, 7, (counsel fees, a reasonable percent), 8 and 9 of Nevada Revised Statutes, 107.030, are hereby adopted and made a part of this Deed of Trust.

**NINTH:** At any Trustee's sale held hereunder Trustee shall sell the property herein described as a single unit, unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiary or other absent person.

**TENTH:** It is hereby expressly agreed that the trust created hereby is irrevocable by Grantor.

IN WITNESS WHEREOF, the said Grantor has executed this Deed of Trust as of the day and year first above written.

*Tony Miller*  
Tony Miller

*Vivian Miller*  
Vivian Miller

CALIFORNIA  
STATE OF ~~NEVADA~~ )  
                  SACRAMENTO : ss.  
County of ~~Essex~~ )

Sacramento

On this 1<sup>st</sup> day of June, 1966, personally appeared before me, a Notary Public in and for the County of ~~Essex~~, TONY MILLER and VIVIAN MILLER, his wife, known to me to be the persons described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*R. B. Hibbitt*  
NOTARY PUBLIC

R. B. HIBBITT  
NOTARY PUBLIC  
SACRAMENTO COUNTY, CALIFORNIA  
My commission expires April 12, 1970

R. B. HIBBITT  
NOTARY PUBLIC  
SACRAMENTO COUNTY, CALIFORNIA  
My commission expires April 12, 1970

All those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, that are described as follows:

Township 33 North, Range 48 East, M.D.B.&M.:

Section 13: All  
 Section 14: All  
 Section 23: All  
 Section 24: All  
 Section 25: All  
 Section 26: All, except a portion lying and being in the NE 1/4 of said Section 26, containing 3.424 acres, more or less, conveyed by Joe Filippini, et ux., to the Western Pacific Railroad Company by deed dated June 14, 1947, and recorded in Book 23 of Deeds, at page 176, Eureka County, Nevada, records, described as follows:

Beginning at the intersection of the Northwesterly boundary line of State Highway Route No. 1, with the Northerly boundary line of the Western Pacific Railroad Company's right of way, said point bearing South 38°03'37" West a distance of 2069.48 feet from the Northeast corner of Section 26, said point of beginning also being 150 feet measured Northerly and radially from the centerline of the railroad company's main line track; thence Northwesterly along said Northerly boundary line on the arc of a curve to the left having a radius of 3969.83 feet through an angle of 1°01' a distance of 70.46 feet to the end of a curve; thence continuing along said boundary line North 79°50' West a distance of 1460.52 feet; thence North 10°10' East a distance of 102.20 feet; thence South 79°50' East a distance of 346.85 feet; thence North 82°45'30" East a distance of 234.00 feet; thence South 66°30'30" East a distance of 96.30 feet; thence South 58°52'30" East a distance of 223.70 feet; thence South 79°50' East a distance of 696.53 feet to a point on the Northwesterly boundary line of State Highway Route No. 1; thence South 67°23'15" West along said Northwesterly boundary line a distance of 130.46 feet to the point of beginning.

Also excepting therefrom a portion of the NW 1/4 SW 1/4 SW 1/4 of said Section 26, containing 4.279 acres, more or less (4.279 acres covers land in Section 27 also), conveyed by Joe Filippini, et ux., to National Lead Company by deed dated November 19, 1946, and recorded in Book 23 of Deeds, at page 135, Eureka County, Nevada, records, described as follows:

That part of the SE 1/4 SE 1/4 of Section 27 and that part of the NW 1/4 SW 1/4 SW 1/4 of Section 27, described as follows:

Beginning at a point on the Northerly 112-foot State Highway right of way line, which bears North 58°45'20" West a distance of 1425.90 feet from the Southeast corner of Section 27; thence North 15°08' West a distance of 187.24 feet to a point on the Southerly 200-foot Central Pacific Railway right of way line; thence North 76°52' East along the Central Pacific Railway right of way line a distance of 1266.25 feet; thence from a tangent bearing the last described course curving to the right through an angle of 0°45' along said right of way line upon a spiral curve, the long chord of which bears North 77°08'52" East a distance of 117.38 feet; thence from a tangent which bears North 77°37' East curving to the right along said right of way line with a radius of 4383.69 feet through a central angle of 0°16'44" a distance of 21.34 feet to the left or Northerly State Highway right of way line; thence from a tangent which bears South 57°07'40" West curving to the left along said right of way line with a radius of 2888 feet through an angle of 17°44'20" a distance of 894.13 feet; thence South 74°52' West along said right of way line a distance of 524.17 feet to the point of beginning.

Township 33 North, Range 48 East, M.D.B.&M. (Continued):

Section 27: All that portion thereof situate, lying and being on the Southerly side of the Western Pacific Railroad Company's right of way as the same now crosses said Section 27: Except a portion of the SE 1/4 SE 1/4 of said Section 27, containing 4.279 acres, more or less (4.279 acres covers land in Section 26 also) conveyed by Joe Filippini, et ux., to National Lead Company by Deed dated November 19, 1946, and recorded in Book 23 of Deeds at page 135, Eureka County, Nevada, records.

Section 35: E 1/2

Section 36: E 1/2 NE 1/4

EXCEPTING from the above, those certain parcels conveyed by Tony Miller and Vivian Miller to the State of Nevada by deed dated June 20, 1962, and recorded in Book 26 of Deeds, at page 282, Eureka County, Nevada, records, on October 3, 1962, and described as follows:

Parcel 149B

A piece or parcel over and across the SE 1/4 SW 1/4 and S 1/2 SE 1/4 of Section 27 and a portion of the SW 1/4 SW 1/4 of Section 26, all in Township 33 North, Range 48 East, M.D.B.&M., more fully described as follows:

Beginning at the intersection of the Eastbound center-line of State Route 1 (Interstate Route 80), and the South boundary of Section 27; thence West, along said South boundary, a distance of 51.67 feet to the South one-quarter corner of said Section 27; thence South 89°49'17" West, along said South Boundary, a distance of 93.06 feet to the one-quarter corner of Section 34, Township 33 North, Range 48 East, M.D.B.&M.; thence South 89°42'35" West along said South Boundary a distance of 132.66 feet to a point on the present Southerly right of way line of U. S. 40; thence North 74°47'25" East along said Southerly right of way line a distance of 2319.58 feet to a point; thence from a tangent which bears the last described course, curving to the left with a radius of 3180 feet, along said Southerly right of way line, through an angle of 21°30'23", an arc distance of 1193.64 feet to a point on the proposed Easterly right of way line of Interstate Route 80; thence South 11°39'41" East along said proposed Easterly right of way line a distance of 530.34 feet to a point on the proposed Southerly right of way line of Interstate Route 80; thence from a tangent which bears South 78°20'19" West, curving to the left with a radius of 4900 feet, along said proposed Southerly right of way line, through an angle of 3°01'18" an arc distance of 258.42 feet to a point; thence South 75°19'01" West along said proposed Southerly right of way line a distance of 2165.13 feet to a point on the South boundary of said Section 27; thence West along said South boundary a distance of 789.02 feet to the point of beginning.

Parcel 149C

A piece or parcel of land over and across the S 1/2 S 1/2 of Section 27, and a portion of the SW 1/4 SW 1/4 of Section 26, Township 33 North, Range 48 East, M.D.B.&M., more fully described as follows:

Township 33 North, Range 48 East, M.D.B.&M. (Continued):Parcel 149C (Continued)

Beginning at the intersection of the present Southerly right of way line of U. S. 40, and the South boundary of said Section 27, said point of beginning further described as bearing South  $89^{\circ}42'35''$  West a distance of 132.66 feet from the North quarter corner of Section 34, Township 33 North, Range 48 East, M.D.B.&M.; thence South  $89^{\circ}42'35''$  West along the said South boundary a distance of 1134.16 feet to a point on the present Northerly right-of-way line of U. S. 40; thence North  $74^{\circ}47'25''$  East along said Northerly right-of-way line of U. S. 40 a distance of 3415.51 feet to a point; thence from a tangent which bears the last described course curving to the left with a radius of 2888.00 feet, along said Northerly right of way line, through an angle of  $17^{\circ}44'20''$ , an arc distance of 894.13 feet to a point on the Easterly line of said parcel; thence South  $69^{\circ}11'03''$  East along said Easterly line a distance of 353.49 feet to a point on the present Southerly right of way line of U. S. 40; thence from a tangent which bears South  $53^{\circ}17'02''$  West curving to the right with a radius of 3180 feet, along said Southerly right of way line, through an angle of  $21^{\circ}30'23''$ , an arc distance of 1193.64 feet to a point; thence South  $74^{\circ}47'25''$  West along said Southerly right of way line a distance of 2319.58 feet to the point of beginning.

EXCEPTING ALSO, from the above, those certain pieces or parcels of land conveyed by Tony Miller and Vivian Miller to the State of Nevada by Deed dated May 7, 1963, and recorded in Book 27 of Deeds, at page 27, on September 24, 1963, Eureka County, Nevada, records, and described as follows:

Parcel 697A

A piece or parcel of land situate, lying, and being in the County of Eureka, State of Nevada, and further described as being in portions of the following: The S  $1/2$  S  $1/2$  of Section 26; the SW  $1/4$  SW  $1/4$  of Section 25, all in Township 33 North, Range 48 East, M.D.B.&M., and more fully described as follows:

Beginning at a point on the centerline of the Westbound lane of Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254 at Highway Engineer's Station "A<sub>w</sub>" 164+45.51 P.O.C., said point of beginning described as bearing North  $28^{\circ}46'37''$  East a distance of 1012.23 feet from the Southwest corner of said Section 26; thence North  $10^{\circ}51'56''$  West a distance of 200.03 feet to an intersection with the Northerly 200.00 foot highway right of way line; thence from a tangent which bears North  $79^{\circ}24'28''$  East, curving to the right along said right of way line with a radius of 5200.00 feet through an angle of  $20^{\circ}55'43''$  an arc distance of 1899.42 feet to a point 200.00 feet right of and right angle to Highway Engineer's Station "A<sub>w</sub>" 182+70.93 P.T.; thence South  $79^{\circ}39'49''$  East along said right of way line a distance of 3277.77 feet to an intersection with the right or Westerly 200.00 foot Southern Pacific Railroad Company right of way line; thence from a tangent which bears South  $55^{\circ}00'44''$  East, curving to the right along said railroad right of way line with a radius of 1232.47 feet through an angle of  $25^{\circ}39'28''$  an arc distance of 551.92 feet to a point; thence South  $23^{\circ}20'53''$  East along the chord of a transition curve following the aforementioned railroad



Township 33 North, Range 48 East, M.D.B.&M. (Continued):

right of way line a distance of 110.85 feet to an intersection with the South boundary of said Section 25; thence West along said section line a distance of 327.19 feet to an intersection with the right or Southerly 200.00 foot highway right of way line; thence North  $79^{\circ}39'49''$  West along said right of way line a distance of 3353.73 feet to a point 200.00 feet right of and at right angles to Highway Engineer's Station "A<sub>e</sub>" 183+27.07 P.T.="A<sub>e</sub>" 183+68.91 P.O.T.; thence from a tangent which bears the last described course, curving to the left with a radius of 4900.00 feet through an angle of  $21^{\circ}12'07''$  an arc distance of 1813.21 feet to a point; thence North  $10^{\circ}51'56''$  West a distance of 306.88 feet to the point of beginning.

Parcel 697B

A piece or parcel of land situate in the County of Eureka, State of Nevada, and further described as being in a portion of the S 1/2 SW 1/4 of Section 25, Township 33 North, Range 48 East, M.D.B.&M., and more fully described as follows:

Beginning at the intersection of the left or Northerly 200.00 foot highway right of way line of Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254; and the left or Easterly 300.00 foot Southern Pacific Railroad Company's right of way line at a point 200.00 feet left of and at right angles to Highway Engineer's Station "A<sub>e</sub>" 223+46.37 P.O.T., and further described as bearing North  $72^{\circ}15'20''$  East a distance of 1189.17 feet from the Southwest corner of said Section 25; thence South  $79^{\circ}39'49''$  East along said highway right of way line a distance of 441.83 feet to a point 200.00 feet left of and at right angles to Highway Engineer's Station "A<sub>w</sub>" 227+98.10 P.C.; thence from a tangent that bears the last described course curving to the right along said highway right of way line with a radius of 13,200.00 feet through an angle of  $0^{\circ}20'53''$  an arc distance of 80.19 feet to an intersection with the 100.00 foot right or Westerly Western Pacific Railroad Company's right of way line; thence South  $12^{\circ}07'01''$  East along said Western Pacific Company's right of way line a distance of 274.66 feet to an intersection with the South boundary of the aforementioned Section 25, said section line being the South boundary of said described parcel; thence West along said section line a distance of 410.82 feet to an intersection with the left or Easterly 300.00 foot Southern Pacific Railroad Company's right of way line; thence North  $23^{\circ}35'11''$  West along the chord of a transition curve following said Southern Pacific Company's right of way line a distance of 378.47 feet to a point; thence from a tangent that bears North  $29^{\circ}21'16''$  West, curving to the left along said Southern Pacific Company's right of way line with a radius of 1732.47 feet through an angle of  $0^{\circ}35'31''$  an arc distance of 17.90 feet to the point of beginning.

Parcel 697C

A piece or parcel of land situate, lying and being in the County of Eureka, State of Nevada, and further described as being portions of the following: The SE 1/4 SW 1/4 and the SW 1/4 SE 1/4 of Section 25, Township 33 North, Range 48 East, M.D.B.&M., and more fully described as follows:

Township 33 North, Range 48 East, M.D.B.&M. (Continued)Parcel 697C (Continued):

Beginning at the intersection of the left or Northerly 200.00 foot highway right of way line of Nevada Interstate Route 80, Federal Aid Project 1-080-4(6)254, and the left or Easterly 100.00 foot Western Pacific Railroad Company's right of way line at a point 200.00 feet left of and measured radially from Highway Engineer's Station "A" 230+96.00 P.O.C., and further described as bearing North 83°03'31" East a distance of 1873.41 feet from the Southwest corner of said Section 25; thence from a tangent that bears South 78°22'14" East, curving to the right along said highway right of way line with a radius of 13,200.00 feet through an angle of 4°08'57" an arc distance of 955.30 feet to an intersection with the South boundary of the aforementioned Section 25, said section line being the South boundary of said described parcel; thence West along said section line a distance of 879.89 feet to an intersection with the aforementioned left or Easterly 100.00 foot Western Pacific Railroad Company's right of way line; thence North 12°07'01" West along said railroad right of way line a distance of 231.57 feet to the point of beginning.

Parcel 697D

A piece or parcel of land situate, lying and being in the County of Eureka, State of Nevada, and further described as being in portions of the following: The E 1/2 NE 1/4 of Section 36, Township 33 North, Range 48 East, M.D.B.&M., and more fully described as follows:

Beginning at a point which is Highway Engineer's Station "A<sub>w</sub>" 252+87.99 P.O.C., said point bears North 15°25'38" West a distance of 4916.03 feet from the Southeast corner of Section 36, Township 33 North, Range 48 East, M.D.B.&M.; thence North a distance of 214.44 feet to a point on the 200 foot left or Northerly right of way line of Nevada Interstate Route 80; thence from a tangent which bears South 69°01'41" East, curving to the right, along said left or Northerly right of way line, with a radius of 13,200 feet through an angle of 6°13'14" an arc distance of 1433.11 feet to an intersection with the East line of said Section 36; thence South along the East line of said Section 36 a distance of 567.37 feet to an intersection with the 200 foot right or Southerly right of way line; thence from a tangent which bears North 61°27'01" West, curving to the left, along said left or Southerly right of way line, with a radius of 12,800 feet, through an angle of 6°28'43" an arc distance of 1447.34 feet to an intersection with the West line of the NE 1/4 of the NE 1/4 of said Section 36; thence North along the West line of the NE 1/4 of the NE 1/4 of said Section 36 a distance of 318.98 feet to the point of beginning.

TOGETHER WITH any and all abutters rights, including access rights appurtenant to the remaining property of the grantors in and to Interstate Route 80.

EXCEPTING ALSO from the above, those certain pieces or parcels of land conveyed by Tony Miller and Vivian Miller to the State of Nevada by Deed dated May 7, 1963, and recorded in Book 27 of Deeds, at page 30, on September 24, 1963, Eureka County, Nevada, records, as follows:

Township 33 North, Range 48 East, M.D.B.&M. (Continued):Parcel 697E

Described as being a portion of the SE 1/4 of the NE 1/4 of Section 36, Township 33 North, Range 48 East, M.D.B.&M., being a parcel or strip of land sixty (60) feet in width, being thirty (30) feet wide on each side of the "S" centerline of a connection road lying on the right or Southerly side of Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254, which centerline is more fully described as follows:

Beginning at Highway Engineer's Station "S" 101+00.00 P.T.= "S" 0+00.00 P.O.T., said point of beginning is further described as bearing North 2°49'05" West a distance of 3627.09 feet from the Southeast corner of said Section 36; thence South 68°09'26" East along said "S" centerline a distance of 191.12 feet to an intersection with the East boundary of said Section 36, said intersection being the point of ending at Highway Engineer's Station "S" 1+92.12 P.O.T., said point of ending is further described as bearing North a distance of 3551.22 feet from the Southeast corner of said Section 36, Township 33 North, Range 48 East, M.D.B.&M.

Parcel 697F

Described as being a piece or parcel of land lying and being in a portion of the following: The SW 1/4 and the S 1/2 of the SE 1/4 of Section 26, Township 33 North, Range 48 East, and the SW 1/4 of the SW 1/4 of Section 25, Township 33 North, Range 48 East, M.D.B.&M., and more fully described as follows:

Beginning at a point which bears North 10°51'56" West a distance of 200.03 feet from the centerline of the Westbound lane of Nevada Interstate Route 80, at Highway Engineer's Station "A" 164+45.51 P.O.C., and being further described as bearing North 22°31'56" East a distance of 1173.22 feet from the Southwest corner of said Section 26; thence North 44°09'48" East a distance of 151.56 feet to a point; thence North 51°43'32" East a distance of 197.94 feet to a point on the Southerly right of way of Southern Pacific Company; thence from a tangent which bears North 86°26'49" East, curving to the right along said company's Southerly right of way with a radius of 4383.69 feet, through an angle of 12°08'07" an arc distance of 928.47 feet to a point; thence on a chord of a transition curve, South 80°56'52" East a distance of 117.39 feet to a point; thence South 80°40'04" East along said Southern Pacific Company's right of way a distance of 3124.50 feet to a point; thence on a chord of a transition curve, South 77°40'04" East a distance of 418.14 feet to a point; thence from a tangent which bears South 71°40'04" East, curving to the right along said Southern Pacific Company's right of way, with a radius of 1232.47 feet, through an angle of 16°39'20" an arc distance of 358.27 feet to a point 200.00 feet left of the centerline of the Westbound lane of Nevada Interstate Route 80; thence North 79°39'49" West along a line 200.00 feet left of and parallel to the centerline of the West bound lane of interstate Route 80 a distance of 3277.77 feet to a point; thence from a tangent which bears the last described

Township 33 North, Range 48 East, M.D.B.5M. (Continued)

course curving to the left along said line with a radius of 5200.00 feet, through an angle of 20°55'43" an arc distance of 1899.42 feet to the point of beginning.

FURTHER EXCEPTING from the hereinabove described lands, any lands conveyed to Central Pacific Railroad Company by document recorded March 31, 1902, in Book 14 of Deeds, at page 419, and by document recorded March 7, 1904, in Book 14 of Deeds, at page 566, and to the Western Pacific Railroad Company by document recorded January 2, 1909, in Book 16 of Deeds, at page 94.

File No. 42132  
 RECORDED AT THE REQUEST OF  
 Nevada Title Guaranty Co.  
 June 13 A. D. 19 66  
 at 45 minutes past 2 P. M.  
 in Book 11 of OFFICIAL RECORDS  
 Page 18-29 Records of  
 FUREKA COUNTY, NEVADA  
*William C. Millard*  
 Recorder  
 Fee \$ 19.35

to be  
 by  
 FILE NO.  
 RECORDS  
 RECORDED  
 in  
 at  
 Page  
 Recorder