

SECOND DEED OF TRUST AND FIRST CHATTEL MORTGAGE

THIS SECOND DEED OF TRUST AND FIRST CHATTEL MORTGAGE, made and entered into as of the 1st day of December, 1966, by and between MCKINLEY CATTLE CO., a Nevada corporation, First Party, hereinafter called the Grantor and Mortgagor; NEVADA TITLE GUARANTY COMPANY, a corporation, Second Party, hereinafter called the Trustee; and MATILDA HADLEY and ROBERT HAROLD HADLEY, JR., as Joint Trustees of the HADLEY TRUST, Third Party, being hereinafter called the Beneficiary and Mortgagee; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural and the plural the singular,

W I T N E S S E I H:

THAT WHEREAS, the said Grantor and Mortgagor is indebted to the said Beneficiary and Mortgagee, MATILDA HADLEY and ROBERT HAROLD HADLEY, JR., as Joint Trustees of the HADLEY TRUST, in the sum of \$538,684.06, lawful money of the United States and has agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by said Grantor and Mortgagor to said Beneficiary and Mortgagee, which note is in the words and figures as follows, to-wit:

\$ 538,684.06December 1,
Elko, Nevada, March 1, 1966.

FOR VALUE RECEIVED, the Undersigned, MCKINLEY CATTLE CO., a Nevada Corporation, promises to pay to the order of TRUST, at Elko, Nevada, or wherever payments may be demanded by the holders of this note, the sum of FIVE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-FOUR and 06/100 DOLLARS (\$538,684.06)-----

together with interest on the declining balance at the rate of six per cent (6%) per annum, all in the manner following, to-wit:

\$ 46,964.93, on or before the 1st day of December, 1967, and a like sum on or before the 1st day of December of each year thereafter, to and including the 1st day of December, 1986, making twenty (20) annual payments in all, with any adjustments on principal and interest to be made on said final payment. Said annual payments shall be applied first to accrued interest to date thereof, and the remainder upon the unpaid principal.

Additional payments may be made on the entire unpaid principal, with accrued interest, paid in full at any time after March 1, 1971. Additional payments, if any, shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Maker shall, in all events, pay at least the annual payment on principal and interest, as aforesaid.

The Makers and endorsers waive demand, diligence, presentment, protest, notice of protest and non-payment.

In event of default in the payment of any sum of principal or interest due hereunder, according to the terms and tenor hereof, the holder or holders may at their option declare the entire amount of principal and interest due and payable.

In case of the default in the payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, the Undersigned promise and agree to pay a reasonable attorney fee incurred, together with all costs.

This Note is secured by Second Deed of Trust and First Chattel Mortgage of even date herewith.

MCKINLEY CATTLE CO.
A Nevada corporation

By JOHN M. MCKINLEY

Title: President

(SEAL)

ATTEST:

IRA UNRUH

Title: Secretary-Treasurer

NOW, THEREFORE, the said Grantor and Mortgagor, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantor and Mortgagor, or which may be paid out or advanced by the said Beneficiary and Mortgagee or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantor and Mortgagor may now have or may hereafter acquire of, in or to the following described real and personal property situate in the Counties of Elko and Eureka, State of Nevada, and being more particularly described as follows, to-wit:

(Descriptions commence on Page 4)

DESCRIPTION

All those certain lots, pieces or parcels of land situate in the Counties of Elko, and Eureka, State of Nevada, particularly described as follows:

HADLEY RANCH-PARCEL ITOWNSHIP 34 NORTH, RANGE 51 EAST, N.D.B.&M.

- Section 1: That portion Southeast of 1946 drift fence and East of present North Simon's, also known as Simond's, pasture fence.
- Section 2: That portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ to the East and outside of Simon's field fence as now constructed.
- Section 10: S $\frac{1}{2}$ SE $\frac{1}{4}$, save and except that portion lying Northwesterly of and outside of the Simond's, also called Simon's, fence as now constructed.
- Section 11: All East of Simon's field fence as now constructed.
- Section 13: All.
- Section 14: NW $\frac{1}{2}$ NW $\frac{1}{4}$
- Section 15: E $\frac{1}{2}$, save and except that portion of the W $\frac{1}{2}$ E $\frac{1}{4}$ lying Westerly of and outside of Simon's, also called Simond's, field fence as now constructed.
- Section 22: That portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ Northeastery of the drift fence constructed in 1946.
- Section 23: All, except that portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ lying Southwesterly of the Northeastery rim of Maggie Creek Canyon.
- Section 25: That portion Northeastery of the drift fence constructed in 1946.
- Section 26: That portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{2}$ NW $\frac{1}{4}$ to the North and East of the Northeastery rim of Maggie Creek Canyon, containing 73 acres, more or less.
- Section 36: E $\frac{1}{2}$ NE $\frac{1}{4}$ and that portion of NW $\frac{1}{2}$ NE $\frac{1}{4}$ to the North and East of new drift fence constructed in 1946.

EXCEPTING from the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25 and N $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36, Township 34 North, Range 51 East, MDB&M, those parcels conveyed by Deed dated January 10, 1966 executed by MATILDA HADLEY, ROBERT H. HADLEY, JR. and WILLIAM L. HADLEY to the STATE OF NEVADA, recorded November 22, 1966 in Book 76 of Official Records at page 144, Elko County, Nevada.

TOWNSHIP 35 NORTH, RANGE 51 EAST, M.D.B.&M.

- Section 25: That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of new drift fence constructed in 1946.
- Section 36: That portion of the NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, East of new drift fence constructed in 1946.

TOWNSHIP 36 NORTH, RANGE 51 EAST, M.D.B.&M.

- Section 1: All
- Section 2: E $\frac{1}{2}$ E $\frac{1}{2}$
- Section 12: That portion of the N $\frac{1}{2}$ lying Northeasterly of a line beginning at the quarter corner on the East boundary of Section 12, running thence North 63°26' West to the Northwest corner of said Section, containing 160 acres, more or less.

TOWNSHIP 37 NORTH, RANGE 51 EAST, M.D.B.&M.

- Section 25: S $\frac{1}{2}$; S $\frac{1}{2}$ N $\frac{1}{2}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 35: SE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 36: All

TOWNSHIP 33 NORTH, RANGE 52 EAST, M.D.B.&M.

- Section 4: Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$); SE $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 5: Lots 1, 2 & 3; SE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 9: E $\frac{1}{2}$; E $\frac{1}{2}$ W $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 10: S $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 14: W $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 15: All
- Section 16: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 22: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 23: All

Section 24: W $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPTING, however, from Sections 23 and 24 above, the following described parcel of land:

Beginning at Corner No. 1, the corner common to Section 23, 24, 25, and 26, Township 33 North, Range 52 East, thence North 31°32'40" West, 3104.20 feet to Corner No. 2; thence East 3274.00 feet to Corner No. 3; thence South 1322.75 feet to Corner No. 4; thence South 14°00'30" West, 1363.30 feet to Corner No. 5; thence South 1320.00 feet to Corner No. 1, the place of beginning. Containing 144.51 acres, more or less.

EXCEPTING from NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$ and Lot 3 of Section 5; S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 9, W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 15, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 16, Township 33 North, Range 52 East, MDB&M, those parcels conveyed by Deed dated January 10, 1966 executed by MATILDA HADLEY, ROBERT H. HADLEY, JR. and WILLIAM L. HADLEY to the STATE OF NEVADA recorded November 22, 1966 in Book 76 of Official Records at page 144, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM all oil, gas and minerals in the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10 as reserved in Deed executed by CLINTON L. LENARD, et al, to HADLEY TRUST recorded July 1, 1965 in Book 57 of Official Records at page 81, Elko County, Nevada, records.

TOWNSHIP 34 NORTH, RANGE 52 EAST, M.D.B.&M.

- Section 1: All
- Section 3: All
- Section 5: All
- Section 6: Lot 6 (NW $\frac{1}{4}$ SW $\frac{1}{4}$)
- Section 7: All
- Section 9: All
- Section 11: All
- Section 15: All
- Section 17: All
- Section 19: All

Section 21: All

Section 23: All

EXCEPTING from SW $\frac{1}{4}$ of said Section 23, all petroleum, oil, natural gas, and products derived therefrom, within or underlying said lands or that may be produced therefrom, all rights thereto, together with the exclusive right at all times to enter upon or in said lands to prospect for and to drill, bore, recover and remove the same, as reserved by Southern Pacific Land Company.

ALSO EXCEPTING, all diatomaceous earth, within or underlying said land, or that may be produced therefrom and the right thereto, together with the exclusive right at all times to enter upon or in said lands to prospect for and to mine, recover and remove the same, as reserved by Southern Pacific Land Company.

Section 27: All

Section 29: All

Section 30: Lot 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 31: Lots 1 & 2 (W $\frac{1}{2}$ NW $\frac{1}{4}$); E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 32: W $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 33: All

Section 35: W $\frac{1}{2}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPTING from the E $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ and Lots 1 and 2, Section 31 and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 34 North, Range 52 East, MDB&M, those parcels conveyed by Deed dated January 10, 1966 executed by MATILDA HADLEY, ROBERT H. HADLEY, JR. and WILLIAM L. HADLEY to the STATE OF NEVADA, recorded November 22, 1966 in Book 76 of Official Records at page 144, Elko County, Nevada.

EXCEPTING from Sections 1, 11 and 25 Above, all petroleum, oil, natural gas, and products derived therefrom within or underlying said lands or that may be produced therefrom, all rights thereto, together with the exclusive right at all times to enter on or in said land to prospect for and to drill, bore, recover and remove the same, as reserved by Southern Pacific Land Company. SUBJECT, however, to all easements and rights of way.

TOWNSHIP 35 NORTH, RANGE 52 EAST, M.D.B.&M.

- Section 1: All
- Section 2: Lots 1 & 2 (N $\frac{1}{2}$ NE $\frac{1}{4}$); SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$;
SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 3: All
- Section 4: Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$); S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 5: All lying East of Coyote Field fence as now constructed.
- Section 6: That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying East of Coyote Field fence as now constructed.
- Section 7: That portion of the E $\frac{1}{2}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$, lying East of and outside of Coyote Field fence as now constructed; that portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ lying Northeasterly of drift fence constructed in 1946.
- Section 8: W $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 9: All
- Section 10: N $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 11: All
- Section 12: N $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 13: All
- Section 15: All
- Section 17: All
- Section 18: That portion of Lot 1 and NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of new drift fence constructed in 1946.
- Section 19: That portion of the E $\frac{1}{2}$ lying East of new drift fence constructed in 1946.
- Section 21: All
- Section 23: All
- Section 24: SE $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 25: All
- Section 26: SE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 27: All
- Section 28: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$
- Section 29: All

- Section 30: That portion of the NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ and Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) lying Easterly of new drift fence constructed in 1946.
- Section 31: All
- Section 32: N $\frac{1}{2}$ N $\frac{1}{2}$
- Section 33: All
- Section 34: NW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 35: All

EXCEPTING from Sections 1, 13 and 25 above, all petroleum, oil, natural gas, and products derived therefrom within or underlying said lands, or that may be produced therefrom, all rights thereto, together with the exclusive right at all times to enter on or in said land to prospect for and to drill, bore, recover and remove the same, as reserved by Southern Pacific Land Company. SUBJECT, however, to all easements and rights of way.

TOWNSHIP 36 NORTH, RANGE 52 EAST, M.D.B.&M.

- Section 1: SE $\frac{1}{4}$
- Section 3: W $\frac{1}{2}$
- Section 4: All
- Section 9: All
- Section 10: W $\frac{1}{2}$ W $\frac{1}{2}$
- Section 13: All
- Section 14: NW $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 15: All
- Section 16: W $\frac{1}{2}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 17: All
- Section 18: N $\frac{1}{2}$; N $\frac{1}{2}$ S $\frac{1}{2}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 19: All
- Section 20: W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$
- Section 21: All
- Section 23: All
- Section 24: W $\frac{1}{2}$ NW $\frac{1}{4}$
- Section 25: All
- Section 26: NW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 27: All
- Section 29: All
- Section 30: All

Section 31: All, EXCEPT, that portion of the SW $\frac{1}{4}$ lying in the Coyote Field and Southwesterly of a fence now constructed, and more particularly described as follows:

Beginning at a point in the South boundary of Section 31, Township 36 North, Range 51 East, M.D.B.&M., whence a corner marked for the closing corner of Section 1, Township 35 North, Range 51 East, and Section 6, Township 35 North, Range 52 East, M.D.B.&M., bears West 1044.00 feet, thence North 50°54' West, 3677.60 feet to its intersection with the West line of Section 31, the end.

Section 32: S $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ W $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 33: All

Section 35: All

Section 36: E $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING from Sections 1, 13 and 25 above, all petroleum, oil, natural gas, and products derived therefrom within or underlying said lands, or that may be produced therefrom all rights thereto, together with the exclusive right at all times to enter on or in said land to prospect for and to drill, bore, recover and remove the same, as reserved the Southern Pacific Land Company. SUBJECT, however, to all easements and rights of way.

TOWNSHIP 37 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 1: NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 2: E $\frac{1}{2}$ E $\frac{1}{2}$;

Section 13: SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 14: E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$; S $\frac{1}{2}$

Section 15: S $\frac{1}{2}$ S $\frac{1}{2}$

Section 16: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$

Section 17: S $\frac{1}{2}$ N $\frac{1}{2}$

Section 19: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 20: NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$

Section 21: All

Section 22: All

Section 23: All

Section 24: All

Section 25: All

Section 26: All

Section 27: All

Section 28: All

Section 29: S $\frac{1}{2}$; NE $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 30: All
 Section 31: All
 Section 32: All
 Section 33: All
 Section 34: All
 Section 35: All
 Section 36: All

TOWNSHIP 35 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 6: Lots 4 and 5 (W $\frac{1}{2}$ NW $\frac{1}{4}$)
 Section 18: Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$)

EXCEPTING, therefrom, all oil, gas, minerals and ores on all of the above-described Hadley Ranch until June 14, 1976, as reserved by BALDWIN M. BALDWIN in Deed recorded February 4, 1957, in Book 71 of Deeds at page 165, Elko County, Nevada, records.

NOTE: The boundaries of the said "Coyote Field Fence" and the boundaries of the "Simon's Field Fences", referred to in the foregoing description are delineated upon cultural maps on file with the County Clerk of the County of Humboldt, State of Nevada, in that certain action No. 2804, in the Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt, and 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."

The said drift fence referred to in the foregoing description and referred to as "drift fence constructed in 1946" therein consists of three segments of fence, the locations of which are more particularly described as follows: description of fence Simon's, also known as Simond's field to Coyote Field. Beginning at point where new fence joins north end of Simon's Field, whence the corner common to Sections 1 and 2, Township 34 North, Range 51 East, and Sections 35 and 36, Township 35 North, Range 51 East, M.D.B.&M., bears North 2^o55' East 676.83 feet; thence North 29^o46' East 692.27 feet; thence South 69^o07' East 755.48 feet; thence North 86^o58' East 957.67 feet; thence North 25^o12' East 8588.20 feet; thence North 8^o44' West 522.62 feet; thence North 38^o43' East 1707.80 feet; thence North 63^o02' East 972.75 feet; thence North 20^o37' East 1916.50 feet; thence North 5^o37' East 1944.15 feet; thence North 7^o44' West 2508.08 feet; thence North 14^o09' West 1283.30 feet; thence North 20^o54' West 3143.30 feet; thence North 19^o42' West 1327.40 feet

thence North $28^{\circ}06'$ East 363.06 feet; the south end of Coyote Field fence also the point of ending."

Fence at South end of Simon's Field:

Beginning at point where fence crosses Section line between Sections 15 and 22, Township 34 North Range 51 East, M.D.B.&M., whence the corner common to Sections 14, 15, 22 and 23, Township 34 North, Range 51 East, M.D.B.&M., bears East 1573.00 feet; thence South $20^{\circ}06'$ East 394.60 feet; thence South $69^{\circ}02'$ East 1475.84 feet; thence South $62^{\circ}07'$ East 65.36 feet to the end, a point on a rocky bluff.

Fence in Sections 25 and 36, Township 34 North, Range 51 East, MDB&M

Beginning at point where new drift fence intersects the east line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, whence the $\frac{1}{2}$ corner between Sections 25 and 36, Township 34 North, Range 51 East, M.D.B.&M., bears North $65^{\circ}40'$ West 1447.32 feet; thence North $65^{\circ}04'$ West 2129.57 feet; thence North $20^{\circ}11'$ East 581.60 feet; thence North $57^{\circ}17'$ West 2624.80 feet, a point on the west line of Section 25, whence the $\frac{1}{2}$ corner between Sections 25 and 26, Township 34 North, Range 51 East, M.D.B.&M., bears North $0^{\circ}21'$ East 425.80 feet.

URIE RANCH - PARCEL II

PARCEL I:

A tract of land in the Northeast Quarter and the West half of Section 34, Township 33 North, Range 52 East, M.D.B.&M., more particularly described as follows:

Commencing at the Southwest corner of said Section 34; thence North along the West section line of said Section 34 to a point in said section line where the Westerly boundary line of the Western Pacific Railroad right-of-way intersects said section line, the point of beginning; thence Northeasterly through said Section 34 along the Westerly boundary line of the Western Pacific Railroad right-of-way to a point in the North section line of said Section 34 where said Westerly boundary line of said Western Pacific Railroad right-of-way intersects said North line of said section 34; thence West to the Northwest corner of said Section 34; thence South along the West line of said Section 34 to the place of beginning.

Said Western Pacific Railroad Company right of way described as follows, in Deed recorded August 17, 1907, from W. F. LINEBARGER and LIZZIE LINEBARGER, his wife, in Book 29 of Deeds at page 604, Elko County, Nevada, Records:

"A strip or tract of land one hundred and seventy five (175) feet in width, being all the land included between the West and North boundaries of the property next herein described and line drawn parallel with and Eight-seven and one-half (87½) feet distant of the center line described as follows:

Beginning at a point on the West line of said Section 34, which said point is North measured along said West line a distance of one hundred and fifty-five (155) feet from the Southwest corner of said Section; thence N38°32' E., a distance of fifty-seven hundred and twenty-one and nine-tenths (5721.9) feet to a point; thence on a curve to the right with a radius of 5730 feet a distance of Eight hundred and forty-three and one-tenth (843.1) feet to a point on the north line of said Section 34; said point being West along said North line a distance of eleven hundred and fifteen (1115) feet from the Northeast corner of said Section 34."

EXCEPTING, therefrom, the following described parcels:
(Parcels A--E inclusive)

Parcel A:

A parcel in the West half of Section 34, Township 33 North, Range 52 East conveyed by Deed from W. F. LINBARGER to the CENTRAL PACIFIC RAILWAY COMPANY recorded August 7, 1918, in Book 37 of Deeds at page 396, Elko County, Nevada, Records, described as follows:

"Beginning at a point on the Southeasterly right of way line of the Central Pacific Railway Company's Railroad, whence the Northeast corner of Section 34, Township 33 North, Range 52 East, Mount Diablo Base and Meridian bears North 75 degrees 22 minutes East 4474.0 feet; said point of beginning is also 200.0 feet Southeasterly measured at right angles from the center line of the constructed mainline of the Central Pacific Railway Company at engineer survey station 919 plus 62.4; thence South 47 degrees 24 minutes West along said right of way line 330.1 feet to a point; thence Southerly on a curve concave to the East with radius of 1246.01 feet, (the tangent at the beginning of said curve bears South 7 degrees 53 minutes West) a distance of 712.6 feet to a point; thence Southerly compounding on curve to left with radius of 1373.32 feet a distance of 32.35 feet, thence Southerly compounding on curve to left with a radius of 1532.47 feet a distance of 32.09 feet; thence Southerly compounding on curve to left with radius of 1737.09 feet a distance of 31.83 feet; thence Southerly compounding on curve to left with radius of 2009.91 feet a distance of 31.56 feet; thence Southerly compounding on curve to left with radius of 2391.88 feet a distance of 31.30 feet; thence Southerly compounding on

curve to left with radius of 2964.84 feet a distance of 31.04 feet; thence Southerly compounding on curve to left with radius of 3919.74 feet a distance of 30.78 feet; thence Southerly compounding on curve to left with radius of 5829.61 feet a distance of 30.52 feet; thence Southerly compounding on curve to left with radius of 11559.17 feet a distance of 30.26 feet; thence South 31 degrees 07 minutes East tangent to last described curve 398.5 feet; thence Southerly on curve to right tangent to last described course, with radius of 5629.61 feet a distance of 29.48 feet; thence Southerly compounding on curve to right with radius of 2764.84 feet a distance of 28.96 feet; thence Southerly compounding on curve to right with radius of 1809.91 feet a distance of 28.44 feet; thence Southerly compounding on curve to right with radius of 1332.47 feet a distance of 27.91 feet; thence Southerly compounding on curve to right with radius of 1046.01 feet a distance of 27.39 feet; thence Southerly and Southwesterly compounding on curve to right with radius of 855.04 feet a distance of 901.56 feet; thence Southwesterly compounding on curve to right with radius of 1046.01 feet a distance of 27.39 feet; thence Southwesterly compounding on curve to right with radius of 1332.47 feet a distance of 27.91 feet; thence Southwesterly compounding on curve to right with radius of 1809.91 feet a distance of 28.44 feet; thence Southwesterly compounding on curve to right with radius of 2764.84 feet a distance of 28.96 feet; thence Southwesterly compounding on curve to right with radius of 5629.61 feet a distance of 29.48 feet to a point on the Northwesterly right of way line of the Western Pacific Railroad Company's railroad; thence along said right of way line North 38 degrees 19 minutes East 691.0 feet; thence Northerly on curve concave to the West and tangent to line bearing North 2 degrees 35 minutes East, with radius of 1055.04 feet and concentric with said last described curve having a radius of 855.04 feet, a distance of 544.9 feet; thence Northerly compounding on curve to left with radius of 1246.01 feet a distance of 32.61 feet; thence Northerly compounding on curve to left with radius of 1532.47 feet a distance of 32.09 feet; thence Northerly compounding on curve to left with radius of 2009.91 feet a distance of 31.56 feet; thence Northerly compounding on curve to left with radius of 2964.84 feet a distance of 31.04 feet; thence Northerly compounding on curve to left with radius of 5829.61 feet a distance of 30.52 feet; thence tangent to last described curve North 31 degrees 07 minutes West 398.5 feet; thence Northerly on curve to right tangent to last described line, with radius of 11359.17 feet a distance of 29.74 feet; thence Northerly compounding on curve to right with radius of 5629.61 feet a distance of 29.48 feet; thence Northerly compounding on curve to right with radius of 3719.74 feet a distance of 29.22 feet; thence Northerly compounding on curve to right with radius of 2764.84 feet

a distance of 28.96 feet; thence Northerly compounding on curve to right with radius of 2191.88 feet a distance of 28.70 feet; thence Northerly compounding on curve to right with radius of 1809.91 feet a distance of 28.44 feet; thence Northerly compounding on curve to right with radius of 1537.09 feet a distance of 28.17 feet; thence Northerly compounding on curve to right with radius of 1332.47 feet a distance of 27.91 feet; thence Northerly compounding on curve to right with radius of 1173.32 feet a distance of 27.65 feet; thence Northerly compounding on curve to right with radius of 1046.01 feet a distance of 866.4 feet, more or less, to the point of beginning; containing 10.37 acres, more or less, in the West half of Section 34, Township 33 North, Range 52 East, Mount Diablo Base and Meridian.

Parcel B:

A parcel of land in the North half of the Northeast quarter of Section 34, Township 33 North, Range 52 East, M. D.B.&M., more particularly described as follows:

Beginning at the Northeast corner, a stake on the north line of Section 34, Township 33 North, Range 52 East, M.D.B.&M., 1802 feet West of the Northeast corner of said section; thence South a distance of 35 feet; thence West a distance of 25 feet; thence North a distance of 35 feet; thence East a distance of 25 feet to the place of beginning, being the parcel conveyed by Deed and recorded in Book 47 of Deeds at page 116, Elko County, Nevada, Records.

Parcel C:

A parcel of land in the North half of the Northeast quarter of Section 34, Township 33 North, Range 52 East, M.D.B.&M., more particularly described as follows:

Commencing at the Northeast corner of Section 34, Township 33 North, Range 52 East, M.D.B. & M.,; thence North $89^{\circ}35'15''$ West, 1802.00 feet, more or less, to Corner No. 1 of parcel heretofore sold by Deed recorded in Volume 47, Deeds, page 116; thence South 35 feet to Corner No. 2; thence West 2.50 feet to Corner No. 3; thence South $24^{\circ}30'$ East 470.00 feet, more or less, to Corner No. 4, a point in the Northwesterly right-of-way line of the Western Pacific Railroad; thence Northeasterly along said right-of-way line, 600.00 feet more or less, to Corner No. 5, being the intersection of said Western Pacific Railroad right-of-way line with the North line of Section 34, Township 33 North, Range 52 East, M.D.B.&M.; thence North $89^{\circ}35'15''$ West, 590.00 feet, more or less, to Corner No. 1, the place of beginning. Containing 3.1 acres, more or less.

Parcel D:

A parcel of land in the North half of the Northwest quarter of Section 34, Township 33 North, Range 52 East, M.D.B. & M., more particularly described as follows:

Beginning at Corner No. 1, from which the Northwest corner of the Northeast quarter of the Northwest quarter and the Northeast corner of the Northwest quarter of the Northwest quarter of said Section 34, bears South 89°43'15" East, 40.3 feet; thence South 27°54' East, 295.00 feet, more or less to Corner No. 2, a point in the Northerly right-of-way line of the Southern Pacific Company; thence Northeasterly along said right-of-way 480.00 feet, more or less to Corner No. 3, a point where said Southern Pacific right-of-way line intersects the North line of Section 34, Township 33 North, Range 52 East, M.D.B.&M., thence North 89°43'15" West, 540.00 feet, more or less, to Corner No. 1, the point of beginning. Containing 1.60 acres, more or less.

Parcel E:

All other railroad rights-of-way previously conveyed to the Central Pacific Railroad Company and now owned, used and occupied by the Southern Pacific Railroad Company.

PARCEL II:

All that part of Section 33, Township 33 North, Range 52 East, M.D.B.&M., lying South of the right-of-way of the Southern Pacific Railroad Company.

EXCEPTING, therefrom a parcel conveyed by CENTRAL PACIFIC RAILWAY COMPANY in Deed recorded February 19, 1909, in Book 31, at page 71, Elko County, Nevada, Records, described as follows:

"A triangular piece of land in the Southeast corner of the Southeast quarter (SE¼) of the Southeast quarter (SE¼) of Section thirty-three (33) Township thirty-three (33) North, Range fifty-two (52) East, Mount Diablo Base and Meridian. Being that portion of the said Southeast quarter (SE¼) of the Southeast quarter (SE¼) of said Section thirty-three (33), which lies between the South and East boundaries of said Southeast quarter (SE¼) of the Southeast quarter (SE¼) and a line drawn between said boundary lines parallel with said center line and distant one hundred (100) feet northwesterly therefrom. The said center line of said Western Pacific Railway, insofar as the same extends across the above described property, is particularly described as follows:

Beginning at a point in the east line of the Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section thirty-three (33) Township thirty-three (33) North, Range fifty-two (52) East, Mount Diablo Base and Meridian, said point being distant North along said East line, one hundred and fifty five (155) feet, more or less from the Southeast (se) corner of said Section thirty-three (33); thence running South, thirty-eight degrees (38°) thirty-two minutes (32') West, two hundred and five (205) feet more or less, to the Southline of said Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of said Section thirty-three (33), said point being distant West along said Southline, one hundred and twenty-five (125) feet more or less, from the Southeast corner of said Section thirty-three (33), Containing eight-six hundredths (.86) of an acre, more or less."

ALSO EXCEPTING, therefrom, a parcel conveyed by LENA TROUSDALE and MARK HANSEN to the STATE OF NEVADA, in Deed recorded May 20, 1954, in Book 65 of Deeds, at page 173, Elko County, Nevada, Records, described as follows:

"A portion of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 33, T. 33 N., R. 52 E., M.D.B.&M., being a strip or parcel of land 100 feet in width or 50 feet wide on both sides of the Centerline of State Highway Route 20A, said centerline more particularly described as follows, to-wit:

Beginning at the intersection of the centerline of said State Route 20 A at Highway Engineer's State "H" 32 + 32.87 P.O.T. with the south boundary of said Section 33; said point of beginning further described as bearing S. 89°49'42" E., a distance of 3891.93 feet from the southwest corner of said Section 33; thence N. 3°45'30" W., along said centerline, a distance of 476.93 feet to a point; thence from a tangent which bears the last described course, curving the the left along said centerline with a radius of 2000 feet, through an angle of 17°53'30", an arc distance of 624.83 feet to a point; thence N. 21°39' W., along said centerline, a distance of 515.47 feet to the point of ending at Highway Engineer's State "C" 48 + 49.81 P.O.T. on the northerly boundary of the property of the undersigned and the southerly right of way line of the Southern Pacific Railroad Company. Said point of ending further described as bearing N. 66°18'51" E., a distance of 3858.73 feet from the aforesaid southwest corner of Section 33. Containing an area of 3.712 acres, more or less."

PARCEL III:

All that portion of Section 33, Township 33 North, Range 52 East, M. D. B. &M., lying Northerly of the Southern Pacific Railroad Company right-of-way line and Southerly of the State Highway No. 20 right-of-way line. Containing 65.80 acres, more or less. Said State Highway No. 20 right-of-way line described as follows:

"Beginning at the intersection of the centerline of said State Route 20-A, at Highway Engineer's Station "C" 52 + 82.24 P.O.C. with the North boundary of the Southern Pacific Railroad right of way; said point of beginning further described as bearing S. 30°40'01" W., a distance of 3837.33 feet from the northeast corner of the aforesaid Section 33; thence S. 47°18' W., along said railroad right of way line a distance of 67.83 feet to a point on the proposed left or northerly 60 foot right of way line of said State Route 20-A; thence from a tangent which bears N. 15°44'52" W., curving to the right along said right of way line with a radius of 1060 feet through an angle of 38°19'52" an arc distance of 709.14 feet to a point; thence N. 22°35' E., along said right of way line, a distance of 1795.72 feet to a point; thence from a tangent which bears the last described course, curving to the right along said right of way line with a radius of 2060 feet, through an angle of 37°28'16", an arc distance of 1347.23 feet to a point on the north boundary of said Section 33; thence east, along said north boundary, a distance of 253.25 feet to a point on the proposed right or southerly 60 foot right of way line of said State Route 20-A; thence S. 62°02' W., along said right of way line, a distance of 152.55 feet to a point; thence from a tangent which bears the last described course, curving to the left along said right of way line with a radius of 1940 feet, through an angle of 39°27', an arc distance of 1335.75 feet to a point; thence S. 22°35' W., along said right of way line, a distance of 1795.72 feet to a point; thence from a tangent which bears the last described course, curving to the left along said right of way line with a radius of 940 feet, through an angle of 34°32'44", an arc distance of 566.76 feet to a point on the aforesaid north railroad right of way line; thence S. 47°18' W., along said railroad right of way line, a distance of 69.08 feet to the point of beginning. Containing an area of 10.603 acres, more or less.

PARCEL IV:

TOWNSHIP 33 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 28: That portion of the Southeast quarter of the Northwest quarter lying southerly of U.S. Highway 40, said Highway described in Deed recorded in Book 49 of Deeds at page 564, Elko County, Nevada, Records.

FURTHER EXCEPTING, therefrom, a parcel in the S $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 28 conveyed by MATILDA HADLEY, ROBERT H. HADLEY, JR. and WILLIAM L. HADLEY by Deed dated July 22, to the STATE OF NEVADA and recorded December 27, 1965 in Book 63 of Official Records at page 495, Elko County, Nevada.

PARCEL III

TOWNSHIP 33 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 4: $W\frac{1}{2}NW\frac{1}{2}$; $N\frac{1}{2}SW\frac{1}{2}$; $SE\frac{1}{2}SW\frac{1}{2}$; $SW\frac{1}{2}SE\frac{1}{2}$

Section 24: $E\frac{1}{2}NW\frac{1}{2}$

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COPY

SUBJECT TO the following reservations, rights of way and easements:

1. A right-of-way over the South half of Section 3, Township 34 North, Range 52 East, M.D.B. & M., for communication and incidental purposes over a 16½ foot strip in width, as granted by CENTRAL PACIFIC RAILWAY COMPANY to the BELL TELEPHONE COMPANY OF NEVADA, by Deed recorded December 24, 1915, in Book 35 of Deeds at page 512, Elko County, Nevada, Records.
2. Reservation in Deed from CENTRAL PACIFIC RAILWAY COMPANY to GEORGE ARTHUR, recorded October 28, 1927, in Book 43 of Deeds at page 499, Elko County, Nevada, Records.
3. Reservations contained in Deeds from CENTRAL PACIFIC RAILWAY COMPANY to GEORGE RUSSELL, JR., Trustee of the Wm. Dunphy Estate, recorded in Book 44 of Deeds at page 499, and page 500; to X. RODWELL MEYER in Book 44 of Deeds at pages 520, 521 and 522, Elko County, Nevada, Records.
4. Right-of-way granted Town of Carlin, a Municipal Corporation, recorded June 7, 1934, in Book 47 of Deeds at page 116, Elko County, Nevada, Records.
5. A right-of-way five (5) feet in width over the Southwest quarter of the Southwest quarter of Section 23, Township 33 North, Range 52 East, for construction of highway rights-of-way fence as granted by NORMAN BILTZ to the STATE OF NEVADA by Deed recorded July 24, 1940, in Book 50 of Deeds, at page 303, Elko County, Nevada, Records.
6. A right-of-way over the South half of the Southwest quarter of Section 23, Township 33 North, Range 52 East, for communication and incidental purposes over a twenty (20) foot strip in width as granted by DEAN WITTER to the BELL TELEPHONE COMPANY OF NEVADA by Deed recorded April 13, 1942, in Book 50 of Deeds at page 344, Elko County, Nevada, Records.
7. A right-of-way over the South half of the Southeast quarter of Section 23, and the Southwest quarter of Section 24, Township 33 North, Range 52 East, for communication and incidental purposes over a twenty (20) foot strip in width as granted to the HORSESHOE SPILLIE COMPANY to the BELL TELEPHONE COMPANY OF NEVADA by Deed recorded April 24, 1942, in Book 51 of Deeds, at page 374, Elko County, Nevada, Records.
8. Right-of-way twenty (20) feet in width granted BELL TELEPHONE COMPANY OF NEVADA to construct, place, inspect, maintain, repair, replace, use, operate and patrol under aerial and underground wires, cables and other electric power lines with associated poles, conduits, manholes, marker posts and other appurtenances, recorded April 13, 1942, in Book 51 of Deeds at page 339, Elko County, Nevada, Records.

9. Reservation contained in Deed from SOUTHERN PACIFIC LAND COMPANY to DEAN WITTER recorded June 6, 1949, in Book 57 of Deeds at page 58, Elko County, Nevada, Records.
10. Reservations contained in Deed from SOUTHERN PACIFIC LAND COMPANY to DEAN WITTER, recorded in Book 57 of Deeds at page 192, Elko County, Nevada, Records.
11. Rights-of-way for State Highway, and rights incidental and appurtenant thereto granted the STATE OF NEVADA, in Deed recorded May 20, 1954, in Book 65 of Deeds at page 407, Elko County, Nevada, Records.
12. Reservation in Deed from DEXTRA BALDWIN McGONAGLE to BALDWIN M. BALDWIN recorded June 22, 1956, in Book 70 of Deeds at page 1, Elko County, Nevada, Records.
13. Reservation in Deed from BALDWIN M. BALDWIN to R. H. HADLEY, recorded January 10, 1957, in Book 71 of Deeds at page 165, Elko County, Nevada, Records.
14. An easement and right-of-way over portions of Section 24 and Section 25, Township 35 North, Range 25 East, M.D.B.&M., for a stockwatering pipeline granted by R. H. HADLEY ESTATE to the UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, by document recorded March 13, 1963, in Book 34 of Official Records at page 462, Elko County, Nevada, Records. Error in document in that description should be Township 35 North, Range 52 East, M.D.B. & M., instead of Township 35 North, Range 25 East, M.D.B. & M.
15. Right of way and easement fifty feet in width over portions of Sections 13 and 21, Township 33 North, Range 52 East, M.D.B. & M., along with a right of ingress and egress to construct, maintain and operate thereon a pipeline or pipelines with appurtenances, for the transmission of natural gas, and a road, as granted SOUTHWEST GAS CORPORATION by HADLEY TRUST by document recorded September 16, 1964, in Book 49 of Official Records at page 22, Elko County, Nevada, Records.
16. Reservation contained in Deeds conveying the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 34 North, Range 52 East, M.D.B. & M., from CENTRAL PACIFIC RAILWAY COMPANY to WILLIAM DUNPHY, recorded June 6, 1889, in Book 19 of Deeds at page 594, and recorded March 15, 1950, in Book 58 of Deeds at page 27, Elko County, Nevada, Records.
17. Reservation contained in Deed conveying all of Section 1, NW $\frac{1}{4}$ and S $\frac{1}{4}$ of Section 5, all Sections 13 and 21, Township 33 North, Range 52 East, M.D.B. & M., from CENTRAL PACIFIC RAILWAY COMPANY to CARMAEN U. DUNPHY and JENNIE C. DUNPHY, recorded June 22, 1896, in Book 24 of Deeds at page 43, Elko County, Nevada, Records.
18. A right of way over the S $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 34 North, Range 52 East, M.D.B. & M., for State Highway and other incidental purposes over a sixty-foot strip in width, as granted by ESTATE OF WILLIAM DUNPHY to STATE OF NEVADA by document recorded January 31, 1921, in Book 39 of Deeds at page 30, Elko County, Nevada, Records.

19. A right of way over Lot 4 and the SE $\frac{1}{4}$ of Section 5, Township 33 North, Range 52 East, M.D.B. & M., for State Highway and other incidental purposes over a sixty foot strip in width, as granted by ESTATE OF WILLIAM DUNPHY to STATE OF NEVADA, by document recorded January 31, 1921, in Book 39 of Deeds at page 31, Elko County, Nevada, Records.
20. A right of way over the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, Township 33 North, Range 52 East, M.D.B. & M., and portion of Section 31, Township 34 North, Range 52 East, M.D.B.&M., for communication and other incidental purposes over a twenty-foot strip in width along with a right of ingress and egress, as granted by I. S. CATTLE CO. to BELL TELEPHONE COMPANY OF NEVADA, by document recorded April 1, 1929, in Book 44 of Deeds at page 541, Elko County, Nevada, Records.
21. A right of way over the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 28, T. 33 N., R. 52 E., M.D.B. & M., for highway purposes, as granted by MATILDA HADLEY, a widow, ROBERT H. HADLEY, JR. and WILLIAM L. HADLEY, to the STATE OF NEVADA, by Deed dated July 22, 1965, recorded December 27, 1965, in Book 63, Official Records at page 495, Elko County, Nevada, Records.
22. Agreements for removal of rock, gravel, sand and earth, and other incidental purposes, with right of ingress and egress, granted by MATILDA HADLEY, a widow, ROBERT H. HADLEY, JR. and WILLIAM L. HADLEY, to the STATE OF NEVADA, by Option and Agreement for Sale of Materials, dated October 5, 1965, recorded May 31, 1966, in Book 69 of Official Records at page 170, and by Option and Agreement for Sale of Materials, dated November 1, 1965, recorded May 31, 1966, in Book 69 of Official Records at page 168, Elko County, Nevada, Records.
23. A right of way for highway purposes, as granted by MATILDA HADLEY, a widow, ROBERT H. HADLEY, JR. and WILLIAM L. HADLEY to the STATE OF NEVADA, by Deed

TOGETHER WITH all right, title and interest of Grantor in and to the mineral rights in and to the following lands:

T. 37 N., R. 51 E., M.D.B. & M.

Section 26: SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$
 27: N $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$
 35: SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

T. 33 N., R. 52 E., M.D.B. & M.

Section 1: All
 5: Lot 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$
 12: E $\frac{1}{2}$
 13: All
 21: N $\frac{1}{2}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$
 24: E $\frac{1}{2}$ NW $\frac{1}{2}$
 28: NE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; EXCEPTING therefrom that portion of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 28 conveyed by Deed to the STATE OF NEVADA, recorded in Book 49 of Deeds at page 564, Elko County, Nevada, Records, contained within the following described parcel:

Beginning at the point of intersection of the centerline of the proposed State Highway at Highway Engineer's Station "0" 171+50.18 P.O.C. with the West boundary of said Section 28, said point of beginning being further described as bearing S. 0°29' E., a distance of 2642.68 feet from the northwest corner of said Section 28; thence N. 0°29' W., along the west boundary of said Section 28, a distance of 109.08 feet to a point on the proposed left or northerly one hundred foot highway right of way line; thence from a tangent which bears N. 66°20'20" E., curving to the right along said right of way line with a radius of 4100 feet, through an angle of 39°18'20", a distance of 2811.45 feet to a point on the East boundary of the S $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 28; thence S. 0°07' W., along said boundary line, a distance of 208.01 feet to a point on the right or southerly one hundred foot highway right of way line; thence from a tangent which bears N. 73°32'30" W., curving to the left along said right of way line with a radius of 3900 feet through an angle of 37°38'30", a distance of 2551.22 feet to a point on the South boundary of the S $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 28; thence N. 89°45'40" W., along said boundary line, a distance of 245.86 feet to the West quarter corner of said Section 28; thence N. 0°29' W., along the West boundary of said Section 28, a distance of 4.60 feet to the point of beginning.

T. 34 N., R. 52 E., M.D.B. & M.

Section 13: All
 25: All
 EXCEPTING from Sections 13 and 25 above, all

petroleum, oil, natural gas, and products derived therefrom within or underlying said lands or that may be produced therefrom, all rights thereto, together with the exclusive right at all times to enter on or in said land to prospect for and to drill, bore, recover and remove the same, as reserved by the Southern Pacific Company.

Section 31: Lots 3 and 4; E $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$
35: E $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$

T. 37 N., R. 52 E., M.D.B. & M.

Section 2: SE $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$
11: NE $\frac{1}{4}$; E $\frac{1}{2}$ W $\frac{1}{2}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$
14: W $\frac{1}{2}$ NW $\frac{1}{4}$
17: NW $\frac{1}{4}$ NW $\frac{1}{4}$
18: NE $\frac{1}{4}$ NE $\frac{1}{4}$

T. 33 N., R. 53 E., M.D.B. & M.

Section 5: All
6: Lots 4, 5, 6 and 7 (W $\frac{1}{2}$ W $\frac{1}{2}$)
7: All
8: W $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$

T. 34 N., R. 53 E., M.D.B. & M.

Section 16: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$
20: NE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$
30: SE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING, therefrom, all oil, gas, minerals and ores on all of the above-described Hadley Ranch until June 14, 1976, as reserved by BALDWIN M. BALDWIN in Deed recorded February 4, 1957, in Book 71 of Deeds at page 165, Elko County, Nevada, Records.

EXCEPTING, therefrom, however, all rights and rights of ownership in and to certain option and agreement for sale of materials in the name of MATILDA HADLEY, a widow, ROBERT H. HADLEY, JR., and WILLIAM E. HADLEY, all as set forth in those certain documents recorded in Book 69 at pages 168 and 170, Official Records of Elko County, Nevada.

TOGETHER WITH all buildings and improvements of every name or nature situate thereon, or which are placed thereon during the life of this Deed of Trust.

TOGETHER WITH all waters, water rights, rights to the use of water, dams, ditches, canals, pipe lines, reservoirs and all other means for the diversion or use of waters appurtenant to the said property or any part thereof, or used or enjoyed in connection therewith, and together with all stockwatering rights used or enjoyed in connection with any of said lands.

TOGETHER WITH all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock on the public domain under what is known as the Taylor Grazing Act, owned by Grantor and Mortgagor, or used or enjoyed in connection with any of said property.

TOGETHER WITH 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 the following described personal property situate on or about the above-described premises:

2 Farmall Tractors	1 Sprinkler system (includes
1 Allis-Chalmers tractor	3" cent. pump, 1000' 3"
2 John Deere tractors	aluminum pipe)
1 D-7 cat with dozer	1 International 450 Engine
1 Carryall (12-yard)	(natural gas) with 10" turbine
1 Land plane (60-ft.)	pump
1 Ripper	1 Centrifugal pump (1½ inch)
1 Freeman baler (2-wire)	2 5,000 watt Witte light plants
1 Hesson swather (12-ft.)	4 Wagons, rubber tires
1 A-C power buck rake	2 Bobsleds
1 Farmhand loader	1 Military jeep
1 Side delivery rake	1 Chevrolet pickup (1959)
1 Sulky rake	1 1958 Chevrolet pickup (4-wheel
2 John Deere mowers	drive)
2 Ditchers	1 International stock truck
2 Grain drills	(16-foot)
2 Harrows	1 Ford semi (24-foot)
1 Culti-packer	1 1½" centrifugal pump
1 Disc plow	All hay on premises
1 A-C tandem disc	
1 E-Z flow spreader	
1 Cattle squeeze	
Misc. shop tools	
1 Arc welder	
1 Acetylene welder	
4 Sets harness	

TOGETHER WITH all substitutions and replacements of said personal property during the life of the Chattel Mortgage.

Also all growing crops of every name, nature and description which have been or may be hereafter sown, planted or cultivated, and thereafter during the life of the lien evidenced hereby, upon the above-described real property.

TO HAVE AND TO HOLD the said land and premises hereinabove described, together with the appurtenances and the said chattels hereinabove described, unto the said Trustee and to its successors and assigns, for the uses and purposes herein mentioned.

Being in trust, nevertheless, for the equal pro rata benefit and security of the Beneficiary and Mortgagee herein named and/or assignee or assignees of said Beneficiary, and the holders of said Promissory Note secured thereby, as well as security for the repayment of all sums of money which hereafter may become due and payable from the said Grantor and Mortgagor to said Beneficiary and Mortgagee, as well as security for the renewal or renewals of either, any or all of said notes or the debts evidenced thereby, and without preference as to liens or otherwise of any or either of said Promissory Notes so that each note secured by this Deed of Trust shall have the same right, lien and privilege hereunder.

The following covenants, Nos. 1, 2 (\$12,500.00), 3, 4 (6%), 5, 6, 7 (5%), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

The following covenants, Nos. 1, 2 (5%), 3 (6%), 4, 5, 6, 8, 9, 12, 13, 14 and 15 of NRS 106.020, are hereby adopted and made a part of this Chattel Mortgage.

In consideration of the promises, the said Grantor and Mortgagor further agrees that the word "Beneficiary", as the same appears in this indenture or in any covenant by reference made a part hereof, shall be deemed to be plural, and that any agreement or obligation made or assumed by said Grantor, or right

or remedy herein given said Beneficiary extends to and may be exercised by either, any or all of said Beneficiaries, acting either solely or collectively, jointly or severally, provided, however, that said Trustee herein named shall not be changed without consent of all Beneficiaries, and provided further, that the insurance required by Covenant No. 2, which has been made a part hereof by reference, shall be for the benefit of all Beneficiaries, and in the event of a loss, money recovered from insurance shall be distributed by the said Trustee in proportion to the indebtedness owed said Beneficiary by said Grantor, unless upon default of said Grantor in securing said insurance, one or more, but not all of said Beneficiaries secure and pay the premium for the same, in which event the Beneficiary or Beneficiaries paying the premium for the said insurance shall be first reimbursed for said premium, together with interest thereon; and provided further, that in the event any, but not all of said Beneficiaries, make any advance under any covenant herein contained or by reference made a part hereof for the payment of any obligation, tax or assessment, or for costs of suit which the said Grantor agreed or covenanted to pay the said Beneficiary or Beneficiaries so making such advance, may recover the same in the manner provided for in Covenant No. 4, which has by reference been made a part hereof, and this trust deed shall be and remain security for the said advance until the repayment is made in full, together with interest at the rate of six per cent (6%) per annum.

Said Grantor further agrees that any one or more of said Beneficiaries named herein may give notice of breach by said Grantor, and notice of election to sell in the manner provided for in NRS 107,020 et seq.

Said Grantor further agrees that said Trustee or its successor in interest shall not incur any liability on account

of any act done or omitted to be done in good faith under the provisions of this trust deed, and that it shall be fully protected in acting upon any statement, report, order, notice, request, consent, or other paper or document believed to be genuine and to be signed by the proper party.

Said Grantor further agrees, in consideration of the premises, that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby nor the release thereof shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction, or a reconveyance made hereunder, operate as a waiver of any such other security now held or hereafter acquired.

The Grantor and Mortgagor further covenants and agrees to pay in lawful money of the United States, all sums expended or advanced by the Beneficiary or Trustee for taxes or assessments levied or assessed against the above-described personal property or advanced for any other purpose, provided for by the terms of the Deed of Trust and Chattel Mortgage or the covenants thereof, adopted by reference, together with interest upon any sum from the date of the payment by the Beneficiary or the Trustee, until paid, at the rate of six per cent (6%) per annum.

The Grantor and Mortgagor agrees to pay and discharge at maturity all taxes and assessments, and all other charges and encumbrances which are or shall hereafter be or appear to be a lien upon the mortgaged real property above described and the mortgaged personal property, or any part thereof, and they will pay all interest or installments due on any prior encumbrances. And in default thereof, the Beneficiary and Mortgagee, or Trustee in behalf of said Beneficiary and Mortgagee, may, without demand or notice pay the same, and the Beneficiary and Mortgagee, or the Trustee, whichever shall pay said sums, shall be the sole judge of the legality or validity of such taxes, assessments,

charges or encumbrances and the amount necessary to be paid for the satisfaction or discharge thereof,

It is further covenanted and agreed by the said Grantor and Mortgagor in consideration of the premises, that in the event the said Grantor and Mortgagor defaults in the performance of any obligation contained herein or in the payment of the debt or interest thereon, or any part thereof, or in the payment of any of the other monies agreed to be paid, or of the interest thereon, or if any of the conditions or covenants in this section adopted by reference be violated, then the said Beneficiary and Mortgagee is hereby empowered and authorized at its election to record the notice of such breach by said Grantor and Mortgagor and of the election by said Beneficiary to sell or cause to be sold such above-described personal property, together with the real property herein described, and that said notice shall be recorded in the manner provided for in NRS 107.080, that the said Trustee, its successors and assigns, are hereby authorized to proceed to hold the sales of any of the property hereinabove described after the recordation of said notice. Provided, further, that in the sale of said personal property, the said Trustee or Mortgagee, may, without foreclosure and without legal proceedings therefor, and with the aid or assistance of any person or persons, enter upon the premises and ranges of the Grantor and Mortgagor, or such place or places as any of the property subject to the lien of this Deed of Trust and Chattel Mortgage is or may be found, and take the personal property above described or any part thereof and with or without notice to the said Grantor and Mortgagor at either public or private sale, sell and dispose of the same or so much thereof as may be necessary to pay the amount and sums secured by the Deed of Trust and Chattel Mortgage for the best price obtainable. That out of the monies arising therefrom the said Trustee or Mortgagee

shall retain and pay the sum of sums then due or payable under the lien of the mortgage, and interest thereon, and all charges and expenses incurred in gathering, forwarding, caring for and selling the property or any part thereof, and any other expenses and charges incurred by the Beneficiary, or by the Trustee, and all other sums secured by any of the terms of this Deed of Trust and Chattel Mortgage, and any over-plus shall be paid to the Grantor and Mortgagor. The Trustee, or Mortgagee, is expressly authorized and empowered upon any such sale to make and execute such bills of sale or other conveyances necessary to convey to the purchaser or purchasers thereof an absolute title in the property so sold. It shall not be necessary for the purchaser or purchasers at any such sale or sales purported to be made under the powers granted hereunder, to inquire into or in any way be or become responsible for the actual existence of the contingency or contingencies upon which such sale or sales shall be made by the Trustee or Mortgagee, and the title to the purchaser or purchasers of the property so sold shall be good and sufficient; and the Grantor and Mortgagor agrees that the decision of the Trustee or Mortgagee as to the actual existence of the contingency or contingencies upon which such sale or sales, as aforesaid, is or may be predicated shall be conclusive and binding upon the said Grantor and Mortgagor.

Said Grantor and Mortgagor further expressly covenants and agrees that in any sale of any of the property, either real or personal herein described, at any time subject to the lien of this Deed of Trust and Chattel Mortgage under the terms hereof or any of the covenants adopted by reference, said property may, at the option of the said Beneficiary and Mortgagee be sold in one lot or parcel or in such other lots or parcels as may be designated by the Beneficiary and Mortgagee; and it is further covenanted and agreed that the Beneficiary and Mortgagee may

become the purchasers of said property or any part thereof at any sale under any of the terms hereof.

Said Grantor and Mortgagor further covenants and agrees that the Beneficiary and Mortgagee, or the Trustee, shall have the right at all times to inspect and examine any personal property which at any time is subject to the lien of this Deed of Trust and Chattel Mortgage, for the purpose of ascertaining whether or not the security given is being lessened, diminished, depleted or impaired. If such inspection or examination shall disclose in the judgment of the Beneficiary and Mortgagee, or the Trustee, the security given or the property hereinabove described, either real or personal, as being lessened or impaired, such condition shall be deemed a breach of the covenants of this Deed of Trust and Chattel Mortgage on the part of said Grantor and Mortgagor.

Said Grantor and Mortgagor further covenants and agrees, in consideration of the premises, that upon the violation of any covenant, condition or agreement by said Grantor and Mortgagor to be done or performed which is set forth herein, the said Beneficiary and Mortgagee may, at its election, proceed to foreclose this Deed of Trust and Chattel Mortgage in the same manner as it is authorized to proceed upon the violation of any covenant contained in the Statutes of the State of Nevada, and which have been made a part hereof by reference.

All covenants and agreements contained herein or by reference made a part hereof shall be binding upon the successors and assigns of the said Grantor and Mortgagor, and that this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

This said Deed of Trust and Chattel Mortgage (as to the real property herein described) is second to a certain Deed

of Trust from R. H. HADLEY and MATILDA HADLEY, Trustors, to NEVADA TITLE GUARANTY COMPANY, Trustee for THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, Beneficiary, dated July 6, 1962, recorded July 19, 1962, in Book 27 of Official Records at page 59, Elko County, Nevada, Records, and recorded July 20, 1962, in Book 1 of Real Mortgages at page 277, Eureka County, Nevada, Records. There is owing and unpaid upon the Promissory Note secured by the above Deed of Trust to THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY the sum of \$ 286,144.46 as principal, which obligation has been assumed by Grantor herein as of March 1, 1966. Said obligation may not be increased by Grantor without the consent of Beneficiary herein.

Any default or defaults in the payment of the assumed obligation to THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, or any default or defaults in the performance of any of the terms of the Deed of Trust securing the obligation, which shall be cured by the payment or performance by Beneficiary herein, shall be a default in the performance of the covenants of this Deed of Trust and Chattel Mortgage, authorizing the Beneficiary and Mortgagee to accelerate the payment of the obligation secured hereby, and to exercise all remedies of sale or foreclosure expressed herein, and authorizing collection from Grantor and Mortgagor of all monies paid by Beneficiary and Mortgagee to Connecticut Mutual to cure the default or defaults.

That the above-described real and personal property shall be kept and maintained by Grantor and Mortgagor in as good order and condition as they are now in, reasonable wear and tear excepted, and it will in no event commit or permit any waste of said premises and property; that it will further properly maintain, irrigate and harvest the hay meadows and cultivate the crop areas applying the water rights to beneficial use so that the same shall not be lost by abandonment or adverse use; that

it will further maintain and use the range rights on said premises so that the same will not be lost by forfeiture or abandonment; and further apply for and use the grazing rights, or, if not used, it will apply for proper non-use, so that the same will not be terminated by the Bureau of Land Management, all to the end that the premises and properties will be properly kept and retained and in no way diminished during the term of this Deed of Trust and Chattel Mortgage.

At the end of five years from March 1, 1966, if Grantor and Mortgagor is in all respects in compliance with the terms hereof and has made all payments on said promissory note to said date according to the terms of the note, all personal property the subject of this Chattel Mortgage shall be released.

IN WITNESS WHEREOF, the said Grantor and Mortgagor has caused this Deed of Trust and Chattel Mortgage to be executed in its corporate name and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

McKINLEY CATTLE CO.
A Nevada corporation

By John M. McEwen
Title: President

(SEAL)

ATTEST:

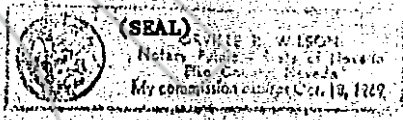
Joe Harrah
Title: Secretary-Treasurer

STATE OF NEVADA, }
COUNTY OF ELKO. } SS.

On this 15th day of December, 1966, personally appeared before me, a Notary Public in and for said County and State, JOHN M. MCKINLEY, known to me to be the President of the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation, as indicated after said signatures; and that the said corporation executed the said instrument 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 last above written.

ORVILLE R. WILSON
NOTARY PUBLIC

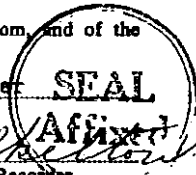


File No. 28589
FILED FOR RECORD
AT REQUEST OF
Nevada Title Guaranty Co.
Dec 28 4 53 PM '66
RECORDED BOOK 77 PAGE 460
ESTHER H. SKELTON
ELKO COUNTY RECORDER

Fee \$18.60

I, Esther N. Skelton County Recorder in and for Elko County, do hereby certify that I have compared the foregoing with the original record thereof as the same appears in my office under File Number 28589 and recorded in Volume 77 of Official Records, Page 460 and that the foregoing document is a full, true and correct transcript, therefrom, and of the whole of such original record.

WITNESS my hand and official seal hereunto set this 28th day of December
A.D. 1966.



Esther N. Skelton
County Recorder
By Shirley Harris
Deputy Recorder

File No. **43453**
RECORDED AT THE REQUEST OF
Nevada Title Guaranty Company
December 29 A. D. 19 66
at 24 minutes past 10 A. M.
in Book 14 of OFFICIAL RECORDS
Page 186-220 Records of
Esther N. Skelton
Recorder
Fee \$ 22.05

