

58721

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of June, 1974, by and between BURKE PETERSEN and YVONNE PETERSEN, his wife, of P. O. Box 38, Eureka, Nevada, as Grantors; FIRST COMMERCIAL TITLE, INC., as Trustee; and DONALD C. ENTZ, individually and as Executor of the Estate of J. W. ENTZ, Deceased, A. BOYD CLEMENTS, T. C. ANDERSON and PATSY ANDERSON, dba EUREKA RANCH COMPANY, a Partnership, as Beneficiaries;

W I T N E S S E T H:

That Grantors hereby grant, transfer and assign to the Trustee in trust, with power of sale, all of the following described real property situate in Nye, Eureka, White Pine and Lander Counties, State of Nevada, more particularly described in and Exhibit "A-1" Exhibit "A"/attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date herewith, in the principal amount of \$600,000.00, with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantors payable to the Beneficiaries or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiaries to the Grantors or any successor in interest of the Grantors, with interest thereon, expenses and attorney fees, and any other indebtedness or obligations of the Grantors to the Beneficiaries.

*When Recorded Return to:  
FIRST COMMERCIAL TITLE INC  
P.O. Box 569  
Reno, NV. 89504*

LAW OFFICES  
EVANS & BILYBU  
PROFESSIONAL CENTER  
ELKO, NEVADA 89801

-1-

BOOK 48 PAGE 365

22930-2

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiaries.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantors herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiaries have the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantors for which the Beneficiaries may claim the Deed of Trust as security.

2. The Grantors shall: 1) properly care and keep the property herein described and all buildings, fences, corrals, stock watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures thereon in at least the condition, order and repair existing on the date of this Deed of Trust, subject to reasonable wear and tear and replacement, substitution or improvements as herein provided; 2) not remove or demolish all or any portion of any buildings, fences, corrals, watering troughs, windmills, other fixtures or improvements now situate thereon on hereafter placed thereon unless the same is replaced, improved or substituted therefor by a like item of at least equal value, quality and use; 3) not commit or permit any waste of the land, buildings, improvements and fixtures on said premises; 4) farm, maintain

and irrigate the meadow and pasture areas of the premises for which water rights exist in at least the same husbandlike manner as was being applied thereto prior to the date of this Deed of Trust; 5) properly maintain, put to beneficial use and utilize all wells and water rights appurtenant to or used in connection with any portion of the premises as of the date of this Deed of Trust so as not to allow any water rights to be jeopardized, diminished or lost; 6) graze and manage the grazing areas of the lands subject to this Deed of Trust in the manner recognized as good range management in the grazing unit or area in which the lands subject hereto are located; 7) apply for active use and utilize or take non-use of all rights, privileges, preferences, demands, licenses, permits and leases to graze livestock upon the public lands based upon all or any portion of the lands subject to this Deed of Trust and to do all other things reasonably necessary to prevent the loss of, or permanent reduction in such grazing rights, privileges, preferences, demands, licenses, permits and leases through the acts or omissions of Grantors. The Grantors shall not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the security hereby given.

3. The following covenants, Nos. 1, 2 - (full insurable value of improvements), 3, 4 - 7 %, 5, 6 - (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust and Contract of Purchase and Sale between the Grantors and Beneficiary which is hereby incorporated by

reference as though fully set forth and made a part hereof),  
7 - (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby  
adopted and made a part of this Deed of Trust.

4. All payments secured hereby shall be paid in law-  
ful money of the United States of America.

5. The Beneficiaries and any persons authorized by  
the Beneficiaries shall have the right to enter upon and inspect  
the premises at all reasonable times.

6. In case of condemnation of the property subject  
hereto, or any part thereof, by paramount authority, all of any  
condemnation award to which the Grantors shall be entitled less  
costs and expenses of litigation is hereby assigned by the  
Grantors to the Beneficiaries, who are hereby authorized to receive  
and receipt for the same and apply such proceeds as received  
toward the payment of the indebtedness hereby secured, whether  
due or not.

7. Grantors hereby give to and confer upon Beneficiaries  
the right, power and authority, during the continuance of these  
trusts, to collect the rents, issues and profits of the property,  
RESERVING UNTO GRANTORS, HOWEVER, the right, prior to any default  
by Grantors in payment of any indebtedness secured hereby or in  
performance of any agreement hereunder, to collect and retain  
such rents, issues and profits as they become due and payable.  
Upon any such default, Beneficiaries may at any time with or with-  
out notice, either in person, by agent, or by a receiver to be  
appointed by a court, and without regard to the adequacy of any  
security for the indebtedness hereby secured, enter upon and  
take possession of said property or any part thereof, in the  
Beneficiaries own name due for or otherwise collect such rents,

issues and profits, (including those past due and unpaid), and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8. If default be made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Deed of Trust, or the payment of any sum payable hereunder, or upon the occurrence of any act or event of default hereunder, or default in payment of any monies due on account or other obligations secured by a Deed or Deed of Trust encumbering the real property the subject of this Deed of Trust securing this Note and prior in right to this Deed of Trust securing this Note, Beneficiaries may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

9. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

10. The commencement of any proceeding under the bankruptcy or insolvency laws by or against any of the Grantors, or against any of the Makers of the Note secured hereby; or the appointment of a receiver for any of the assets of any Grantors hereof or any Makers of the Note secured hereby; or the making by any of the Grantors or any Makers of the Note secured hereby of

a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

11. Default under any other Deed of Trust, mortgage, contract, or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligations or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust.

12. To the extent permitted by the laws of the State of Nevada, Grantors agree to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions hereof and agree to pay all costs and reasonable attorney's fees incurred in any action brought to collect said deficiency.

13. Any notices to be given Grantors shall be given by registered or certified mail to Grantors at the address set forth near the signatures on this Deed of Trust or at such substitute address as Grantors may designate in writing duly delivered to Beneficiaries and Trustee, and such address as set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantors for all purposes in connection with said Deed of Trust, including, but not limited to,

giving of notices permitted or required by statute to be mailed to Grantors.

14. In the event of a loss covered by a fire insurance policy, then the Grantors shall have the option to use the proceeds of such insurance toward the repair, rebuilding or replacement of the damaged or destroyed property under the following procedure:

1. Within sixty days after the loss, give written notice to the Beneficiaries outlining the contemplated work and estimated cost thereof, and guaranteeing that the work will be completed within a reasonable time.
2. The insurance proceeds shall be escrowed with FIRST COMMERCIAL TITLE, INC., with instructions to apply the same on the work as the same is completed.
3. The escrow instructions shall be executed by Beneficiaries and Grantors.
4. The Grantors shall pay all charges of escrow, and the balance of the work if said insurance proceeds are not sufficient.

15. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall be concurrent and cumulative.

16. All the provisions of this instrument shall inure to the benefit of and bind the heirs, executors, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and

the singular and plural, as indicated by the context and number of parties hereto.

17. It is expressly agreed that the trusts created hereby are irrevocable by the Grantors.

18. The Grantors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

IN WITNESS WHEREOF, the Grantors have executed these presents the day and year first above written.

  
BURKE PETERSEN

  
YVONNE PETERSEN

GRANTORS' ADDRESS: 311 Park Hill Drive  
Billings, Montana 59102

STATE OF NEVADA )  
COUNTY OF ELKO ) SS.

On this 1st day of June, 1974, personally appeared before me, a Notary Public, BURKE PETERSEN and YVONNE PETERSEN, his wife, who acknowledged to me that they executed the foregoing instrument.

  
NOTARY PUBLIC

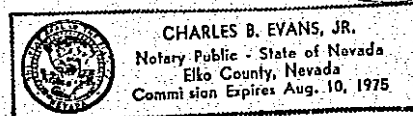


EXHIBIT A

TOGETHER WITH all real property heretofore conveyed to Grantors by Beneficiaries on June 1, 1974; whether fully described herein or not.

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH all water, water rights, right to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, and all other means for the diversion or use of water appurtenant to the said property, or any part thereof. See Exhibit A1 attached.

TOGETHER WITH all mineral rights, oil or gas owned by the Sellers herein lying on, in or over the above described real property.

TOGETHER WITH all existing easements and rights of way benefiting the above-described real property, including, but not limited, to all easements and rights of way for ingress and egress to said property.

TOGETHER WITH all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock upon the Public Domain under what is known as the Taylor Grazing Act, used or enjoyed in connection with said property and all rights to graze livestock upon the National Forest.

TOGETHER WITH any and all rights in any range improvement project or cooperative agreements constructed on the public domain in cooperation with the Bureau of Land Management, and all of the Grantors' right in and to any and all other corrals, improvements or structures located on the public domain.

SUBJECT TO all road and utility easements and any and all other easements and rights of way of record.

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

EXHIBIT "A"

Situate in the County of Nye, State of Nevada, as follows, to-wit:

Parcel 1

TOWNSHIP 14 NORTH, RANGE 48 EAST, M. D. B. & M.

- ✓ Section 23: The West half of the Southeast quarter

TOWNSHIP 14 NORTH, RANGE 51 EAST, M. D. B. & M.

- ✓ Section 10: The North half of the Northeast quarter
- ✓ Section 11: The North half of the Northwest quarter
- ✓ Section 24: The West half of the Southwest quarter; the Northeast quarter of the Southwest quarter; the Northwest quarter of the Southeast quarter

TOWNSHIP 15 NORTH, RANGE 53 EAST, M. D. B. & M.

- ✓ Section 23: The Southwest quarter of the Northeast quarter
- ✓ Section 28: The Northeast quarter of the Northwest quarter

Situate in Eureka County, State of Nevada, as follows, to-wit:

TOWNSHIP 16 NORTH, RANGE 53 EAST, M. D. B. & M.

- ✓ Section 7: The Southeast quarter of the Northeast quarter
- ✓ Section 5: The East half; the Northwest quarter of the Northwest quarter; the South half of the Northwest quarter; the North half of the Southwest quarter; the Southeast quarter of the Southwest quarter
- ✓ Section 9: The Northeast quarter of the Northeast quarter; the South half of the Northeast quarter; the Northwest quarter of the Northwest quarter; the South half of the Northwest quarter; the South half
- ✓ Section 10: The North half; the North half of the South half; the Southwest quarter of the Southeast quarter; the South half of the Southwest quarter
- ✓ Section 11: The South half of the Northeast quarter; the Northwest quarter; the North half of the Southwest quarter
- ✓ Section 12: The North half

TOWNSHIP 16 NORTH, RANGE 54 EAST, M. D. B. & M.

- ✓ Section 6: The South half of the Southwest quarter

continued . . .

Section 7: Lots 1 and 2 of the Northwest quarter

TOWNSHIP 17 NORTH, RANGE 49 EAST, M. D. B. & M.

Section 24: Homestead Entry No. 174, comprising Tracts "A" and "B", embracing a portion of, approximately Section 24 in Township 17 North, Range 49 East, M. D. B. & M., more particularly bounded and described as follows:

Beginning for the description of Tract "A" at corner No. 1, identical with the Southwest corner to Section 19, Township 17 North, Range 50 East, M. D. B. & M.; thence North 87° West 43.66 chains to corner No. 2; thence North 02°40' West 3.44 chains to corner No. 3; thence North 73°35' East 22.53 chains to corner No. 4; thence South 63°30' East 10.92 chains to corner No. 5; thence South 84°24' East 12.41 chains to corner No. 6; thence South 0°04' East 5.98 chains to corner No. 1; the place of beginning.

Beginning for the description of Tract "B" at corner No. 7, from which corner No. 2 of said Tract "A" bears South 87° East 50 links distant; thence North 87° West 27.75 chains to corner No. 8; thence North 39°12' East 12.76 chains to corner No. 9; thence North 39°29' West 16.96 chains to corner No. 10; thence North 47° East 4.43 chains to corner No. 11; thence South 33°44' East 4.99 chains to corner No. 12; thence South 48°30' East 30.75 chains to corner No. 13; thence North 73°35' East 1.24 chains to corner No. 14; thence South 02°40' East 3.28 chains to corner No. 7; the place of beginning, containing in the aggregate 61.83 acres, according to the Official Plat of the Survey of the said land, returned to the General Land Office by the Surveyor-General.

TOWNSHIP 17 NORTH, RANGE 50 EAST, M. D. B. & M.

Sections 7 and 8: Described more particularly as follows:

Beginning at corner No. 1 from which the quarter corner to Sections 8 and 9 in Township 17 North, Range 50 East, M. D. B. & M. bears North 82°35' East 57.53 chains distant; thence South 73°52' West 17.72 chains to corner No. 2; thence North 76°18' West 27.41 chains to corner No.

27.40 ?

continued . . .

3; thence South 66°29' West 3.30 chains to corner No. 4;  
thence North 76°43' West 30.88 chains to corner No. 5;  
thence North 56°09' East 5.40 chains to corner No. 6;  
thence South 79°52' East 55.00 chains to corner No. 7;  
thence North 76°59' East 15.21 chains to corner No. 8;  
thence South 37°41' East 5.41 chains to corner No. 1; the  
place of beginning; containing 35.65 acres, according to  
the Official Plat of the Survey of the said land, returned  
to the General Land Office by the Surveyor-General.

- ✓ Section 19: Lot 4; the Southeast quarter of the Southwest  
quarter
- ✓ Section 29: The North half of the Northwest quarter; the  
West half of the Northeast quarter
- ✓ Section 30: The Northeast quarter of the Northwest quarter;  
the North half of the Northeast quarter; the East half of the  
Southwest quarter; the North half of the Southeast quarter
- ✓ Section 31: The West half of the Northeast quarter; the  
Northeast quarter of the Northeast quarter

TOWNSHIP 18 NORTH, RANGE 48-EAST, M. D. B. & M.

- Section 14: The East half of the Southwest quarter of the  
Northwest quarter of the Southwest quarter; the West  
half of the Southeast quarter of the Northwest quarter of  
the Southwest quarter; the Southeast quarter of the South-  
east quarter of the Northwest quarter of the Southwest  
quarter; the Southwest quarter of the Southeast quarter of  
the Southwest quarter; the Southwest quarter of the South-  
east quarter of the Southeast quarter of the Southwest  
quarter; the South half of the Northwest quarter of the  
Southeast quarter of the Southwest quarter; the Northwest  
quarter of the Northwest quarter of the Southeast quarter  
of the Southwest quarter; the Southeast quarter of the  
Southeast quarter of the Southwest quarter of the Southwest  
quarter; the Northeast quarter of the Southwest quarter of  
the Southwest quarter; the Northeast quarter of the North-  
west quarter of the Southwest quarter of the Southwest  
quarter; the North half of the Southeast quarter of the  
Southwest quarter of the Southwest quarter
- Section 23: The North half of the Northeast quarter of the  
Northwest quarter; the Northeast quarter of the Southwest  
quarter of the Northeast quarter of the Northwest quarter;  
the Northwest quarter of the Southeast quarter of the North-  
east quarter of the Northwest quarter

continued . . .

ALSO: Beginning at corner No. 1, from which U. S. location Monument No. 253 bears South 26°42' East 1.55 chains distant; thence North 26°42' West 69.97 chains to corner No. 2; thence North 09°13' West 17.37 chains to corner No. 3; thence North 87°44' East 7.72 chains to corner No. 4; thence South 22°51' East 86.81 chains to corner No. 5; thence West 7.36 chains to corner No. 1; the place of beginning, containing 78.92 acres, and being the same parcel conveyed by the United States of America to George Williams by Land Patent dated May 19, 1916, recorded in Book 18, Page 195, Deed Records of Eureka County, Nevada.

TOWNSHIP 18 NORTH, RANGE 49 EAST, M. D. B. & M.

- ✓ Section 5: The Northwest quarter of the Southwest quarter; the Southwest quarter of the Southwest quarter
- ✓ Section 6: The Northeast quarter of the Southeast quarter; the Southeast quarter of the Southeast quarter
- ✓ Section 8: The Northwest quarter of the Northwest quarter; the South half of the Northwest quarter; the Northeast quarter of the Southwest quarter

TOWNSHIP 18 NORTH, RANGE 50 EAST, M. D. B. & M.

- ✓ Section 28: The Southwest quarter of the Northeast quarter; the Northwest quarter of the Southeast quarter
- ✓ Section 30: The Northwest quarter of the Northeast quarter; the Northeast quarter of the Northwest quarter

TOWNSHIP 18 NORTH, RANGE 51 EAST, M. D. B. & M.

- ✓ Section 18: The West half of the Northeast quarter; the East half of the Northwest quarter; the West half of the Southeast quarter; the Southwest quarter
- ✓ Section 19: The Northwest quarter of the Northeast quarter; the West half; the West half of the Southeast quarter
- ✓ Section 30: The North half; the North half of the South half

TOWNSHIP 18 NORTH, RANGE 54 EAST, M. D. B. & M.

- ✓ Section 18: The Southeast quarter of the Northwest quarter; the Northeast quarter of the Southwest quarter;

continued . . .

- the Northwest quarter of the Southeast quarter; the South half of the Southeast quarter; Lot 2
- ✓ Section 19: The Northeast quarter; the Southeast quarter of the Northwest quarter; the North half of the Southeast quarter
- ✓ Section 20: The West half of the Northwest quarter; the North half of the Southwest quarter; the Southeast quarter of the Northwest quarter; Lot 1

TOWNSHIP 19 NORTH, RANGE 49 EAST, M. D. B. & M.

- ✓ Section 5: The West half of the East half; the East half of the West half; the West half of the Southwest quarter; the Southwest quarter of the Northwest quarter
- ✓ Section 6: The Southeast quarter; the Southeast quarter of the Northeast quarter
- ✓ Section 18: The Northwest quarter of the Northeast quarter; the Northeast quarter of the Southwest quarter; the Southeast quarter of the Northwest quarter; the Southwest quarter of the Southeast quarter
- ✓ Section 19: The Northeast quarter of the Southeast quarter; the Northwest quarter of the Southeast quarter; the Northeast quarter
- ✓ Section 20: The Northwest quarter of the Southwest quarter; the Southwest quarter of the Northwest quarter

TOWNSHIP 19 NORTH, RANGE 50 EAST, M. D. B. & M.

- ✓ Section 16: The West half of the Northeast quarter; the East half of the Northwest quarter; the Southwest quarter of the Northwest quarter; the Northwest quarter of the Southwest quarter
- ✓ Section 17: The Southeast quarter of the Northeast quarter; the Northeast quarter of the Southeast quarter

Situate in the County of White Pine, State of Nevada, as follows, to-wit:

TOWNSHIP 17 NORTH, RANGE 54 EAST, M. D. B. & M.

- ✓ Section 1: The Northwest quarter of the Southwest quarter

TOWNSHIP 18 NORTH, RANGE 54 EAST, M. D. B. & M.

- ✓ Section 25: The Northeast quarter of the Northeast quarter;

continued . . .

the Northwest quarter of the Northeast quarter

Situate in the County of Lander, State of Nevada, as follows, to-wit:

TOWNSHIP 18 NORTH, RANGE 43 EAST, M. D. B. & M.

Section 7: The Southeast quarter of the Northwest quarter; the Southwest quarter of the Northeast quarter; the West half of the Southeast quarter

✓ Section 18: The Northwest quarter of the Northeast quarter

TOWNSHIP 29 NORTH, RANGE 43 EAST, M. D. B. & M.

✓ Section 35: The North half of the Northeast quarter; the Southwest quarter of the Northeast quarter

TOWNSHIP 30 NORTH, RANGE 43 EAST, M. D. B. & M.

✓ Section 36: The Southeast quarter

Parcel 2

Situate in the County of Eureka, State of Nevada, as follows, to-wit:

TOWNSHIP 19 NORTH, RANGE 49 EAST, M. D. B. & M.

✓ Section 19: The Southeast quarter of the Southeast quarter

✓ Section 20: The Southwest quarter of the Southwest quarter

Situate in the County of Eureka, State of Nevada, as follows, to-wit:

Parcel 3

TOWNSHIP 19 NORTH, RANGE 49 EAST, M. D. B. & M.

✓ Section 29: The Southwest quarter of the Northwest quarter; the Northwest quarter of the Southwest quarter; the Southwest quarter of the Southwest quarter

✓ Section 30: The East half of the Northeast quarter; the Northeast quarter of the Southeast quarter.

EXHIBIT A1

| <u>Name of<br/>Water Right</u> | <u>Application<br/>or Permit<br/>Number</u> | <u>Certif-<br/>icate No.</u> | <u>Kind</u> | <u>Location</u>     |
|--------------------------------|---------------------------------------------|------------------------------|-------------|---------------------|
| Antelope Well #1               | 10859                                       | 2745                         | Well        | Sec. 7 T17N, R52E   |
| Antelope Well #2               | 10904                                       | 2746                         | Well        | Sec. 27 T17N, R51E  |
| Antelope Well #5               | 12171                                       | 2975                         | Well        | Sec. 28 T18N, R50E  |
| Antelope Well #6               | 12172                                       | 4250                         | Well        | Sec. 28 T18N, R50E  |
| Antelope Well #7               | 11064                                       | 3937                         | Well        | Sec. 18 T18N, R51E  |
| Antelope Well #8               | 11065<br>12702<br>17191<br>17165            | 3876<br>3878<br>4652<br>4651 | Well        | Sec. 30 T18N, R51E  |
| Big Pump Well                  | 13490                                       | 3986                         | Well        | Sec. 3 T17N, R51E   |
| Cerruti Well #1                | 13481<br>7289                               | 3978<br>1491                 | Well        | Sec. 25 T17N, R50E  |
| Cerruti Well #2                | 13482                                       |                              | Well        | Sec. 17 T16N, R51E  |
| Segura Well                    | 12175                                       | 3976                         | Well        | Sec. 7 T16N, R51E   |
| Rock Springs                   | 13484                                       | 3980                         | Spring      | Sec. 14 T17N, R52E  |
| Buck Spring                    | 5037                                        | 535                          | Spring      | Sec. 26, T14N, R53E |
| Hoover Spring                  | 13483                                       | 3979                         | Spring      | Sec. 11 T17N, R52E  |
| Lower Davis<br>Spring          | 13486                                       | 3982                         | Spring      | Sec. 26 T16N, R51E  |
| Upper Davis<br>Spring          | 13485                                       | 3981                         | Spring      | Sec. 34 T16N, R51E  |
| Kincaid Spring                 | 13487                                       | 3983                         | Spring      | Sec. 35 T16N, R51E  |
| No. 4 Spring                   | 13488                                       | 3984                         | Spring      | Sec. 3 T15N, R51E   |
| Antelope Springs               | Vested Rights                               |                              | Spring      | Sec. 18 T18N, R51E  |
| Allison Spring                 |                                             | 186                          | Spring      | Sec. 30 T17N, R50E  |
| Sullivan Spring                |                                             | 186                          | Spring      | Sec. 31 T17N, R50E  |
| Fish Creek<br>Springs          | 13723<br>2465<br>4889                       | 3987<br>396<br>973           | Spring      | Sec. 8 T16N, R53E   |
| Fish Creek Well<br>No. 1       | 12170                                       | 3974                         | Well        | Sec. 10 T16N, R53E  |
| Fish Creek Well<br>No. 2       | 10906                                       | 2747                         | Well        | Sec. 13 T15N, R52E  |

|                                      |       |      |           |                                          |
|--------------------------------------|-------|------|-----------|------------------------------------------|
| Fish Creek Well No. 3                | 10907 | 2797 | Well      | Sec. 30 T16N, R53E                       |
| Fish Creek Well No. 4                | 10908 | 2761 | Well      | Sec. 29 T17N, R53E                       |
| Bartine Artesian Well No. 1          |       | 2780 | Well      | Sec. 17 T19N, R50E                       |
| Bartine Artesian Well No. 2          |       | 2880 | Well      | Sec. 16 T19N, R50E<br>Sec. 17 T19N, R50E |
| Bartine Artesian Well No. 3          |       | 2880 | Well      | Sec. 16 T19N, R50E<br>Sec. 17 T19N, R50E |
| Klobe Hot Springs                    | 12176 | 3806 | Reservoir | Sec. 28 T18N, R50E                       |
| Faulkner Creek Channel, PD #1        | 12177 | 3807 | Reservoir | Sec. 29 T18N, R50E                       |
| Faulkner Creek Channel, PD #2        | 12178 | 3808 | Reservoir | Sec. 27 T18N, R50E                       |
| Allison Creek PD #1                  | 12182 | 3809 | Reservoir | Sec. 29 T17N, R50E                       |
| Allison Creek PD #2                  | 12183 | 3810 | Reservoir | Sec. 35 T17N, R50E                       |
| Sullivan Creek                       | 12184 | 3811 | Reservoir | Sec. 32 T17N, R50E                       |
| Cockalorum Channel PD #3             | 12187 | 4203 | Reservoir | Sec. 18 T15N, R53E                       |
| Fish Creek Valley Channel PD #5      | 12189 | 4204 | Reservoir | Sec. 15 T15N, R53E                       |
| Fish Creek Valley Channel PD #6      | 12190 | 4248 | Reservoir | Sec. 2 T15N, R53E                        |
| Fish Creek Valley Channel PD #7      | 12191 | 4205 | Reservoir | Sec. 26 T16N, R53E                       |
| Fish Creek Valley Channel PD #8      | 12192 | 4253 | Reservoir | Sec. 18 T16N, R54E                       |
| Antelope Valley Channel PD #2        | 12194 | 3812 | Reservoir | Sec. 24 T16N, R50E                       |
| Antelope Valley Channel PD #3        | 12195 | 3813 | Reservoir | Sec. 7 T16N, R51E                        |
| Antelope Valley Channel PD #4        | 12196 | 3814 | Reservoir | Sec. 30 T17N, R51E                       |
| Antelope Valley Channel PD #5        | 12197 | 3815 | Reservoir | Sec. 18 T17N, R51E                       |
| Antelope Valley Channel PD #6        | 12198 | 3816 | Reservoir | Sec. 31 T18N, R51E                       |
| Fish Creek Well Canyon Channel PD #1 | 12199 | 3817 | Reservoir | Sec. 15 T17N, R52E                       |

|                                            |       |                |           |                    |
|--------------------------------------------|-------|----------------|-----------|--------------------|
| Fish Creek Well<br>Canyon Channel<br>PD #2 | 12200 | 3818           | Reservoir | Sec. 17 T17N, R52E |
| Fish Creek Well<br>Canyon Channel<br>PD #3 | 12201 | 3819           | Reservoir | Sec. 11 T17N, R51E |
| Fish Creek Well<br>Canyon Channel<br>PD #4 | 12202 | 3820           | Reservoir | Sec. 9 T17N, R51E  |
| Fenstermaker<br>Channel PD #1              | 12203 | 3821           | Reservoir | Sec. 5 T15N, R52E  |
| Fenstermaker<br>Channel PD #2              | 12204 | 3822           | Reservoir | Sec. 29 T16N, R52E |
| Fenstermaker<br>Channel PD #3              | 12205 | 3823           | Reservoir | Sec. 7 T16N, R52E  |
| Fenstermaker<br>Channel PD #4              | 12206 | 3824           | Reservoir | Sec. 2 T16N, R51E  |
| Fenstermaker<br>Channel PD #5              | 12207 | 3825           | Reservoir | Sec. 28 T17N, R51E |
| Cedar Creek<br>Channel PD #1               | 12208 | 3826           | Reservoir | Sec. 8 T17N, R50E  |
| Cedar Creek<br>Channel PD #2               | 12209 | 3827           | Reservoir | Sec. 34 T18N, R50E |
| Cedar Creek<br>Channel PD #3               | 12210 | 3828           | Reservoir | Sec. 26 T18N, R50E |
| Antelope Meadow<br>Channel PD #1           | 12211 | 3829           | Reservoir | Sec. 7 T18N, R51E  |
| Antelope Meadow<br>Channel PD #2           | 12212 | 3830           | Reservoir | Sec. 6 T18N, R51E  |
| Fish Creek<br>Channel                      | 12213 | 3977           | Reservoir | Sec. 7 T16N, R54E  |
| Bradford Spring                            | 13678 | 3843           | Spring    | Sec. 11 T18N, R50E |
| Cedar Creek                                | 2231  | 403            | Creek     | Sec. 8 T17N, R50E  |
| Maybe Well                                 | 13489 | 3985           | Well      | Sec. 22 T17N, R51E |
| Deep Well #1                               | 4592  |                | Well      | Sec. 28 T15N, R53E |
| Pinto Spring                               | 01858 |                | Spring    | Sec. 17 T18N, R54E |
| Evans Spring                               | 02086 |                | Spring    | Sec. 17 T18N, R54E |
| Evans Spring                               | 8516  | 2262           | Spring    | Sec. 17 T18N, R54E |
| Cockalorum Spring                          | 4128  | 4450<br>4450-1 | Spring    | Sec. 23 T15N, R51E |
| Willow Spring                              | 7888  | 2047           | Spring    | Sec. 30 T18N, R54E |

|                           |               |      |           |                    |
|---------------------------|---------------|------|-----------|--------------------|
| Schaefer Well             | 8329          | 2048 | Well      | Sec. 22 T17N, R54E |
| Dale Spring               | Vested Rights |      | Spring    |                    |
| White Rock Spring         | Vested Rights |      | Spring    |                    |
| Cherry Spring             | Vested Rights |      | Spring    |                    |
| Black Pitch Spring        | Vested Rights |      | Spring    |                    |
| Ox Yoke Spring            | Vested Rights |      | Spring    |                    |
| Sunrise Spring            | Vested Rights |      | Spring    |                    |
| Hoosack Spring            | Vested Rights |      | Spring    |                    |
| WPA Well                  | 18445         | 5243 | Well      | Sec. 29 T17N, R54E |
| Allison Spring            | 01160         |      | Spring    | Sec. 30 T17N, R50E |
| Sullivan Spring           | 01160         |      | Spring    | Sec. 31 T17N, R50E |
| South Fork Allison Creek  | 01160         |      | Creek     | Sec. 24 T17N, R49E |
| Duckwater Creek           | 11714         | 3036 | Creek     | Sec. 28 T12N, R56E |
| Fish Creek Well #6        | 17123         | 4650 | Well      | Sec. 20 T16N, R54E |
| Duckwater Creek           | 13583         |      | Creek     | Sec. 28 T12N, R56E |
| Bartholomae Well No. 1    | 11031         | 2820 | Well      | Sec. 30 T18N, R51E |
| Bartholomae Well No. 9    | 18305         | 5205 | Well      | Sec. 2 T17N, R54E  |
| Bartholomae Spring #1     | 17809         | 5280 | Spring    | Sec. 2 T13N, R57E  |
| Bartholomae Reservoir #38 | 17925         | 5208 | Reservoir | Sec. 32 T15N, R53E |
| Bartholomae Reservoir #39 | 17926         | 5172 | Reservoir | Sec. 17 T14N, R53E |
| Bartholomae Reservoir #40 | 17927         | 5173 | Reservoir | Sec. 19 T14N, R53E |
| Bartholomae Reservoir #41 | 17924         | 5281 | Reservoir | Sec. 9 T17N, R54E  |
| Birch Ranch Domestic Well | 18632         | 5210 | Well      | Sec. 27 T12N, R56E |
| Bartholomae Well No. 7    | 17865         |      | Well      | Sec. 2 T11N, R56E  |
| Bull Creek & Tributaries  | 16800         |      | Creek     | Sec. 25 T14N, R56E |

|                               |               |      |        |                    |
|-------------------------------|---------------|------|--------|--------------------|
| Bull Creek & Tributaries      | 16801         |      | Creek  | Sec. 36 T14N, R56E |
| Deep Well #2                  | 6802          | 1548 | Well   | Sec. 23 T15N, R53E |
| Cottonwood Creek              | Vested Rights |      | Creek  |                    |
| Willow Creek                  | 01326         |      | Creek  | Sec. 24 T14N, R51E |
| Twin Spring                   | 3075          | 489  | Spring | Sec. 28 T15N, R51E |
| Sheep Spring                  | 3076          | 488  | Spring | Sec. 21 T15N, R51E |
| Pine Spring                   | 3077          | 487  | Spring | Sec. 28 T15N, R51E |
| Butch Spring                  | 19456         |      | Spring | Sec. 8 T14N, R51E  |
| Cougar Spring                 | 19457         |      | Spring | Sec. 20 T14N, R51E |
| Rock or Perlite Spring        | 19458         |      | Spring | Sec. 9 T14N, R51E  |
| Quaker Spring                 | 19459         |      | Spring | Sec. 5 T14N, R51E  |
| Deer Spring                   | 19460         |      | Spring | Sec. 5 T14N, R51E  |
| West Fork Indian Creek Spring | 19461         |      | Spring | Sec. 4 T14N, R51E  |
| Wild Indian Spring            | 19462         |      | Spring | Sec. 2 T14N, R51E  |
| Mulligan Spring               | 19463         |      | Spring | Sec. 33 T15N, R51E |
| Pine Cone or Pine Spring      | 19464         |      | Spring | Sec. 22 T14N, R51E |
| North Cottonwood Spring       | 19465         |      | Spring | Sec. 28 T15N, R51E |
| Center Cottonwood Spring      | 19470         |      | Spring | Sec. 28 T15N, R51E |
| Arambel Well #1               | 11700         | 4702 | Well   | Sec. 35 T15N, R52E |
| Waste Waters of Willow Creek  | 3081          | 483  | Creek  |                    |

RECORDED AT THE REQUEST OF First Commercial Title, Inc.  
 on June 21, 1974, at 11 mins. past 12 P. M.  
 Book 48 of OFFICIAL RECORDS, page 365-384  
 YUREKA COUNTY, NEVADA William A. DeLoach Recorder  
 File No. 58721 Fee \$ 22.00  
 FILE NO. 58721