

Attention: Andrew G. Kent, Esq.
New York, New York 10022
599 Lexington Avenue
Jones, Day, Reavis & Pogue

RECORD AND RETURN TO:

Washoe County, Nevada
Elko County, Nevada
Pershing County, Nevada
Storey County, Nevada
Lander County, Nevada
Humboldt County, Nevada
Eureka County, Nevada
Lyon County, Nevada
Location: Churchill County, Nevada

Dated: October 13th, 1995

ASSIGNMENT OF LEASES AND RENTS

MORGAN STANLEY MORTGAGE CAPITAL, INC.
(Assignee)

to

SILVER STATE LAND COMPANY LLC
(Assignor)

Loc # 183213MC

159629

Church County

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the day of October, 1995, by SILVER STATE LAND COMPANY LLC, a Delaware limited liability company, having an address c/o, 4660 La Jolla Village Drive, Suite 680, San Diego, California 92122 ("Assignor") to MORGAN STANLEY MORTGAGE CAPITAL, INC., having an office at 1585 Broadway, New York, New York 10036 ("Assignee").

W I T N E S S E T H :

THAT Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and absolutely and unconditionally assigns to Assignee the entire Lessor's interest in and to the leases and agreements set forth on Exhibit B annexed hereto and all other current and future leases and other agreements affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the "Trust Property"):

TOGETHER WITH all other leases and other agreements affecting the use, enjoyment or occupancy of the Trust Property now or hereafter made affecting the Trust Property or any portion thereof, together with any extension or renewal, amendment or modification of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment (the leases and other agreements described above together with all other present and future leases and present and future agreements and any extension or renewal, amendment or modification of the same are hereinafter collectively referred to as the "Leases");

TOGETHER WITH all rents, income, issues, revenues and profits arising from the leases and renewals thereof and together with all rents, income, issues and profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Trust Property (hereinafter collectively referred to as the "Rents").

THIS ASSIGNMENT is made for the purposes of securing:

A. The payment of the principal sum, interest and all other sums (hereinafter collectively referred to as the "Debt") evidenced by that certain Deed of Trust Note made by Assignor to Assignee, dated the date hereof, in the principal sum of \$12,000,000.00 (the "Note"), and secured by that certain Deed of Trust, Security Agreement and Assignment of Leases and Rents given by Assignor to First American Title Company of Nevada as trustee for the benefit of Assignee, dated the date hereof,

covering the Trust Property and intended to be duly recorded (the "Deed of Trust").

B. The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein, in the Deed of Trust, in the Note and in all and any of the documents other than this Assignment, the Note or the Deed of Trust now or hereafter executed by Assignor and/or others and by or in favor of Assignee wholly or partially evidence, secure or guarantee payment of the Debt or otherwise pertain to the Debt (hereinafter referred to as the "Other Security Documents").

ASSIGNOR WARRANTS that (i) to the best of Assignor's knowledge, Assignor is the owner of the lessor's interest in the Leases pursuant to an assignment from the Railway (as defined in the Deed of Trust); (ii) to the best of Assignor's knowledge, the Leases are valid and enforceable; (iii) to the best of Assignor's knowledge, none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated, other than pursuant to the Railway Deed of Trust (as defined in the Deed of Trust); and (iv) Assignor has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order, to the best of Assignor's knowledge, any other agreement affecting Assignor or the Trust Property.

ASSIGNOR COVENANTS with Assignee that Assignor (a) shall not execute any assignment of lessor's interest in the Leases or the Rents other than this Assignment and with respect only to the Leases which affect the real property encumbered by the Railway Deed of Trust, in the assignment pursuant to the Railway Deed of Trust; (b) shall execute and deliver at the request of Assignee all such further assurances, confirmations and assignments in connection with the Trust Property as Assignee shall from time to time may reasonably require; and (c) shall deliver to Assignee notice of any material amendment, modification or termination of any Lease with Gold (as defined in the Deed of Trust).

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Present Assignment. Assignor does hereby absolutely and unconditionally assign to Assignee Assignor's right, title and interest in all current and future Leases and Rents, it being intended by Assignor that, notwithstanding any other provision herein to the contrary, this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions, or provisions contained in any such Lease or otherwise to impose any obligation upon Assignee. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and

substance reasonably satisfactory to Assignee, as may hereinafter be requested by Assignee to further evidence and confirm said assignment. Assignee is hereby granted and assigned by Assignor the right to enter the Trust Property for the purpose of enforcing its interest in the leases and the Rents, this assignment constituting a present, absolute and unconditional assignment of the Leases and Rents. Nevertheless, subject to the terms of this paragraph 1, Assignee grants to Assignor a revocable license to operate and manage the Trust Property and to collect the Rents. Assignor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the debt for use in the payment of such sums. Upon an Event of Default (as defined in the Deed of Trust), the license granted to Assignor herein shall be automatically revoked by Assignee and Assignee shall immediately be entitled to receive and apply all Rents, whether or not Assignee enters upon and takes control of the Trust Property. Assignee is hereby granted and assigned by Assignor the right, at its option, upon the revocation of the license granted herein to enter upon the Trust Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the debt in such priority and proportion as Assignee, in its discretion, shall deem proper.

2. Remedies of Assignee. Upon or at any time after an Event of Default, Assignee may, at its option, without waiting such Event of Default, without notice and without regard to the adequacy of the security for the debt, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, enforce its interest in the Leases and Rents and take possession of the Trust Property and have, hold, manage, lease and operate the Trust Property on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of the Trust Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Trust Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Trust Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Trust Property and (b) the debt, together with all costs and attorneys' fees. In

addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or require Assignor to vacate and surrender possession of the Trust Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of paragraphs 1 and 2, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Trust Property. The exercise by Assignee of the option granted it in this paragraph 2 and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Deed of Trust, the Leases, this Assignment or the other Security Documents.

3. No Liability of Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Trust Property after an Event of Default or from any other act or omission of Assignee in managing the Trust Property after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases (except those arising from Lender's willful misconduct after Lender has obtained actual possession of the Property). Should Assignee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Deed of Trust and the other Security Documents and Assignor shall reimburse Assignee therefor within thirty (30) days of demand and upon the failure of Assignor so to do, Assignee may, at its option, declare all sums secured hereby and by the Note, the Deed of Trust and the other Security Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Trust Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Trust Property by the tenants or any other parties or for any dangerous or defective condition of the Trust Property, including, without limitation, the presence of any

Hazardous Substances (as defined in the Deed of Trust), or for any negligence in the management, upkeep, repair or control of the Trust Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. Notice to Lessees. Assignor hereby authorizes and directs the Lessees named in the Leases or any other or future Lessees or occupants of the Trust Property, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Deed of Trust and that an Event of Default exists thereunder or under this Assignment, the Note or the other Security Documents, to pay over to Assignee all Rents and to continue so to do until otherwise notified by Assignee.

5. Other Security. Assignee may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Deed of Trust or the Other Security Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Debt and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. No Mortgage in Possession. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Trust Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

8. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Deed of Trust, the terms of the Deed of Trust shall prevail.

9. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically

provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Assignor" shall mean each Assignor and any subsequent owner or owners of the Trust Property or any part thereof or any interest therein, "the word "Assignee" shall mean "Assignee and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Deed of Trust," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the words "Trust Property" shall include any portion of the Trust Property and any interest therein, and the word "Debt" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Deed of Trust and all other sums due pursuant to the Note, the Deed of Trust, this Assignment and the Other Security Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11. Non-Waiver. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (1) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Deed of Trust, the Note or the Other Security Documents, (ii) the release regardless of consideration, of the whole or any part of the Trust Property or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Deed of Trust or the Other Security Documents. Assignee may resort for the payment of the Debt to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Debt, or any portion thereof or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

13. Duplicate Originals. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

14. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Nevada.

15. Termination of Assignment. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Deed of Trust duly executed by Assignee, this Assignment shall become and be void and of no effect.

16. Notices. Any notice, demand, statement, request or consent made hereunder shall be in writing to the other party hereto at its address set forth below or at such other address as such party may designate by notice to the other party hereto and shall be deemed given (i) on receipt, if mailed, by certified or registered U.S. mail, return receipt requested, postage prepaid; (ii) on receipt, if delivered, fee prepaid, to a national overnight delivery service (such as Federal Express, Purolater Courier, U.P.S. Next Day Air); (iii) when delivered, if delivered by hand, as evidenced by a signed receipt; or (iv) the date of transmission of notice sent by telecopier or facsimile machine with a confirmation of receipt obtained provided notice was transmitted on a Business Day (hereinafter defined) otherwise notice shall be deemed given on the next Business Day:

To Assignor:

Silver State Land Company LLC
c/o Western Water Company
4660 La Jolla Village Drive, Suite 680
San Diego, California 92122
Attn: Peter Jensen
Telephone Number: (619) 535-9282
Facsimile Number: (619) 535-9260

with a copy to:

Western Land Joint Venture
c/o The Morgan Stanley Real Estate Fund II, L.P.
1585 Broadway
New York, New York 10036-8293
Attn: Owen D. Thomas
Telephone Number: (212) 761-4000
Facsimile Number: (212) 761-0512

and

Western Land Joint Venture
c/o The Morgan Stanley Real Estate Fund II, L.P.
1999 Avenue of the Stars, Suite 2000
Los Angeles, California 90067
Attn: Jeffrey A. Dritley
Telephone Number: (310) 203-9600
Facsimile Number: (310) 203-9703

To Assignee:

Morgan Stanley Mortgage Capital, Inc.
1585 Broadway
New York, New York 10036-8293
Attn: Jonathan Ashley
Telephone Number: (212) 761-4000
Facsimile Number: (212) 761-0525

A "Business Day" is any day other than a Saturday or Sunday, or a day on which banking and savings and loan institutions in the State of New York are authorized or obligated by law or executive order to remain closed. Refusal to accept delivery of any notice shall be deemed to be receipt of such notice.

17. Waiver of Trial by Jury.

ASSIGNOR AND ASSIGNEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE LOAN EVIDENCED BY THE NOTE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE DEED OF TRUST, THIS ASSIGNMENT, OR ANY OF THE OTHER SECURITY DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ASSIGNOR OR ASSIGNEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE'S MAKING OF THE LOAN SECURED BY THE DEED OF TRUST, THIS ASSIGNMENT AND THE OTHER SECURITY DOCUMENTS.

18. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart, and any of the parties hereto may execute this Assignment by signing any such counterpart.

19. Non-recourse. Notwithstanding any other provision of this Assignment, Assignor's liability under this Assignment shall be limited to the extent provided in paragraph 60 of the Deed of Trust.

20. Assignment. This Assignment may be assigned by Assignee in connection with the assignment of the Deed of Trust to the assignee of the Deed of Trust.


THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the Deed of Trust and shall be binding upon Assignor, his heirs, executors, administrators, successors and assigns and any subsequent owner of the Trust Property.

IN WITNESS WHEREOF, Assignor has executed this instrument, intending to be legally bound, the day and year first above written.

ASSIGNOR:

SILVER STATE LAND COMPANY LLC, a Delaware limited liability company

By: Western Water Company, a Delaware corporation, its managing member

By: 
Peter Jensen
President

By: Western Land Joint Venture, a Delaware general partnership, its managing member

By: The Morgan Stanley Real Estate Fund II, L.P., its general partner

By: MSRRF II, L.P., its general partner

By: MSRRF II, Inc., its general partner

By: See counter part page

Name: _____
Title: _____

By: Morgan Stanley Real Estate Investors, L.P., its general partner

By: MSRRF II, L.P., its general partner

By: MSRRF II, Inc., its general partner

By: See counter part page

Name: _____
Title: _____

[SIGNATURES CONTINUE ON THE NEXT PAGE]

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the Deed of Trust and shall be binding upon Assignor, his heirs, executors, administrators, successors and assigns and any subsequent owner of the Trust Property.

IN WITNESS WHEREOF, Assignor has executed this instrument, intending to be legally bound, the day and year first above written.

ASSIGNOR:

SILVER STATE LAND COMPANY LLC, a Delaware limited liability company

By: Western Water Company, a Delaware corporation, its managing member

By: Peter Jensen
See counter part page
Peter Jensen
President

By: Western Land Joint Venture, a Delaware general partnership, its managing member

By: The Morgan Stanley Real Estate Fund II, L.P., its general partner

By: MSREF II, L.P., its general partner

By: MSREF II, Inc., its general partner

By: Ronald H Hoessler
Name: RONALD H HOESSLER
Title: VICE PRESIDENT

By: Morgan Stanley Real Estate Investors, L.P., its general partner

By: MSREF II, L.P., its general partner

By: MSREF II, Inc., its general partner

By: Ronald H Hoessler
Name: RONALD H HOESSLER
Title: VICE PRESIDENT


[SIGNATURES CONTINUE ON THE NEXT PAGE]

COPY

By: MSREF II 892 Investors - B, L.P.,
its general partner

By: MSREF II, L.P., its general
partner

By: MSREF II, Inc., its
general partner

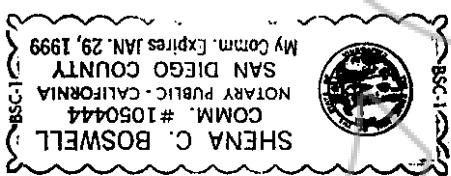
By: 
Name: RONALD H. HOESSLER
Title: VICE PRESIDENT

STATE OF: California)
) SS:
COUNTY OF: San Diego)

This instrument was acknowledged before me on October 12, 1995, by Peter Jensen, as President of Western Water Company, a Delaware corporation, a managing member of Silver State Land Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

Shena C. Boswell

Notary Public



(Seal)

My commission expires: 1-29-99

COPY

Y

R

O



My commission expires: 5-15-97

ELANE M. RUST
Notary Public, State of New York
No. 01RU5011663
Qualified in New York County
Commission Expires May 15, 1997

(Seal)

Elane M. Rust
Notary Public

This instrument was acknowledged before me on October 13, 1995, by Ronald R. Roessler, as Vice President of MSRRF II, Inc., the general partner of MSRRF II, L.P., the general partner of The Morgan Stanley Real Estate Fund II, L.P., a general partner of Western Land Joint Venture, a Delaware general partnership, a managing member of Silver State Land Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)



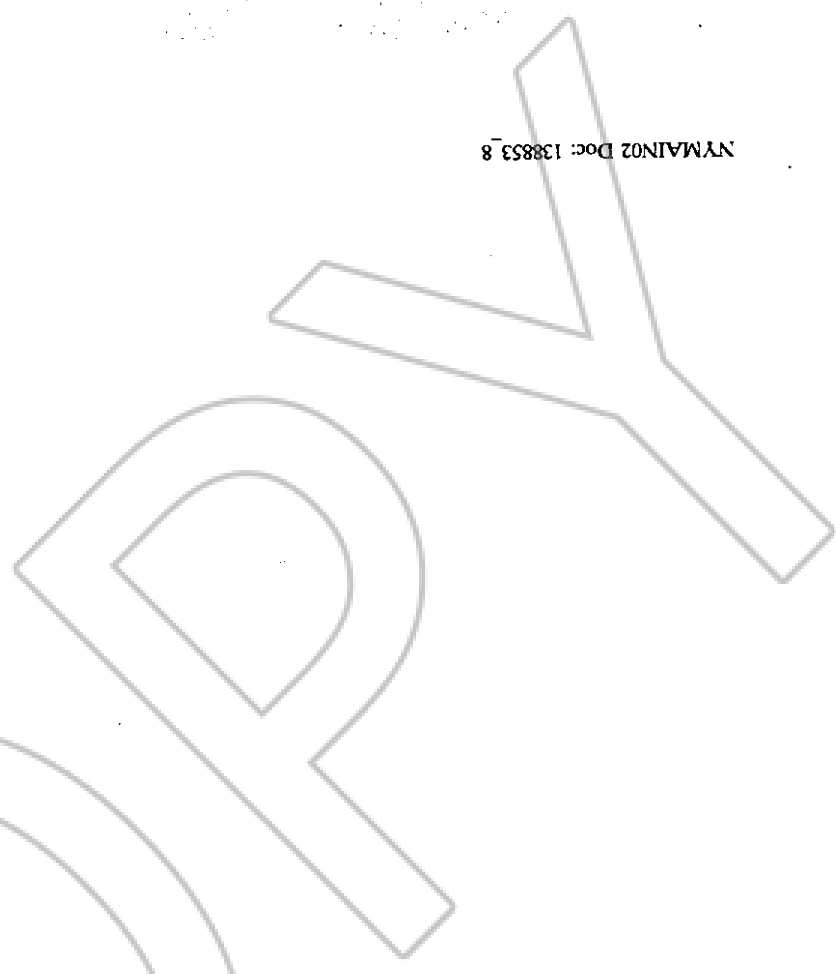
My commission expires: 5-15-97

ELVINE M. RUST
Notary Public, State of New York
No. 01RU5011663
Qualified in New York County
Commission Expires May 15, 1997

Elvaine M. Rust
Notary Public

This instrument was acknowledged before me on October 13, 1995, by Ronald R. Roessler, as Vice President of MSREF II, Inc., the general partner of MSREF II, L.P., the general partner of Morgan Stanley Real Estate Investors, L.P., a general partner of Western Land Joint Venture, a Delaware general partnership, a managing member of Silver State Land Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

STATE OF NEW YORK)
COUNTY OF NEW YORK)
) ss:
)

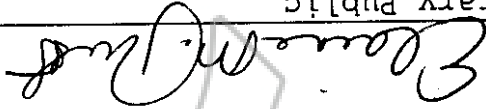


SEAL
Affixer

My commission expires: 5-15-97

ELAINE M. RUST
Notary Public, State of New York
No. 01RU5011663
Qualified in New York County
Commission Expires May 15, 1997

Notary Public



This instrument was acknowledged before me on October 13, 1995, by Ronald R. Roessler, as Vice President of MSRFF II, Inc., the general partner of MSRFF II, L.P., the general partner of MSRFF II 892 Investors - B, L.P., a general partner of Western Land Joint Venture, a Delaware general partnership, a managing member of Silver State Land Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

COUNTY OF NEW YORK

)
) SS:
)

STATE OF NEW YORK

EXHIBIT "A"

CHURCHILL COUNTY, NEVADA

ALL THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF CHURCHILL, STATE OF NEVADA, AS CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY THE FOLLOWING DEEDS:

Date Recorded:	Grantor:	Official Records ATSF INSTRUMENT No.:	Deed No.:
January 8, 1890	Santa Fe Pacific Realty Corporation	248820	50580
January 8, 1890	Santa Fe Pacific Realty Corporation	248819	50581
January 2, 1892	Catellus Development Corporation	264753	51085
January 2, 1892	Catellus Development Corporation	264754	51086
January 2, 1892	Catellus Development Corporation	264755	51087
January 2, 1892	Catellus Development Corporation	264756	51088
January 2, 1892	Catellus Development Corporation	264757	51090
January 2, 1892	Catellus Development Corporation	264758	51091

LYON COUNTY, NEVADA

ALSO ALL THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF LYON, STATE OF NEVADA, AS CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY THE FOLLOWING DEEDS:

Date Recorded:	Grantor:	Official Records ATSF INSTRUMENT No.:	Deed No.:
January 8, 1890	Santa Fe Pacific Realty Corporation	BK.341 / Pg.112	50901

Exhibit Page 1 of 6 Pages

EXHIBIT "A" continued

EUREKA COUNTY, NEVADA

ALSO ALL THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF EUREKA, STATE OF NEVADA, AS CONVEYED TO THE ARCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY THE FOLLOWING DEEDS:

Date	Recorded:	Grantor :	Official Records	Book / Page :	Deed No. :
February 25, 1991		Catalus Development Corporation	BK.221 / Pg.9	50778	
January 12, 1980		Santa Fe Pacific Realty Corporation	BK.207 / Pg.116	50898	
January 12, 1980		Santa Fe Pacific Realty Corporation	BK.207 / Pg.108	50899	
February 4, 1982		Catalus Development Corporation	BK.231 / Pg.475	51093	

EXCEPT ALL THOSE CERTAIN PARCELS OF LAND LYING IN THE COUNTY OF EUREKA, STATE OF NEVADA, AS CONVEYED TO THE FOLLOWING BY THE DEEDS LISTED AS FOLLOWS:

Date	Recorded:	Grantee :	Official Records	Book / Page :	Deed No. :
March 7, 1995		Santa Fe Pacific Gold Corporation	BK.281 / Pg.248	52078	
May 19, 1995		Santa Fe Pacific Gold Corporation	BK.283 / Pg. 23	52167	

ALSO EXCEPT A PARCEL OF LAND IN THE COUNTY OF EUREKA, STATE OF NEVADA, LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 32 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN, BEING THAT PORTION OF LAND WITHIN SAID SECTION, NOW AND FOR MANY YEARS PAST, OCCUPIED BY THE "PALMSIDE CEMETERY", AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER # 1 OF SAID PARCEL, THE WESTERLY FENCE CORNER OF THE DESCRIBED CEMETERY SITE, FROM WHICH THE X-SECTION CORNER COMMON TO SECTIONS 35 AND 36, OF SAID TOWNSHIP, BEARS S.50°44'E, 147.7 FEET; THENCE ALONG SAID FENCELINE N.34°51'E, 161.5 FEET TO A FENCE CORNER AT THE NORTHERLY CORNER OF SAID CEMETERY SITE; THENCE ALONG SAID FENCELINE N.67°38'E, 25.39 FEET TO A POINT ON THE EASTERLY SECTION LINE OF SAID SECTION 35; THENCE ALONG SAID SECTION LINE S.0°10'E, 190.17 FEET TO A POINT ON THE SOUTHWESTERLY FENCELINE OF SAID CEMETERY SITE; THENCE ALONG SAID FENCELINE N.58°04'W, 134.67 FEET TO CORNER #1, THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED.

THE "CEMETERY SITE" CONTAINS AN AREA OF 0.296 OF AN ACRE, MORE OR LESS.

EXHIBIT "A" continued

HUMBOLDT COUNTY, NEVADA

ALSO ALL THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF HUMBOLDT, STATE OF NEVADA, AS CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY THE FOLLOWING DEEDS:

Date	Recorded	Grantor	Official Records	Book / Page	Deed No. :
January 10, 1990	60571	Santa Fe Pacific Realty Corporation	ATSF	BK.284 / Pg.469	
January 10, 1990	50572	Santa Fe Pacific Realty Corporation	ATSF	BK.284 / Pg.470	
February 25, 1991	50573	Catalus Development Corporation	ATSF	BK.298 / Pg.595	
February 25, 1991	50574	Catalus Development Corporation	ATSF	BK.298 / Pg.594	
January 2, 1992	51082	Catalus Development Corporation	ATSF	BK.307 / Pg.570	
January 2, 1992	51084	Catalus Development Corporation	ATSF	BK.307 / Pg.571	
April 9, 1992	51157	Catalus Development Corporation	ATSF	BK.310 / Pg.631	

EXCEPT ALL THOSE CERTAIN PARCELS OF LAND LYING IN THE COUNTY OF HUMBOLDT, STATE OF NEVADA, AS CONVEYED TO THE FOLLOWING BY THE DEEDS LISTED AS FOLLOWS:

Date	Recorded	Grantor	Official Records	Book / Page	Deed No. :
May 20, 1993	51520	Western Rock Product, Inc.	ATSF	BK.322 / Pg.603	
July 13, 1993	51719	Santa Fe Pacific Minerals Corporation	ATSF	BK.323 / Pg.588	
July 24, 1995	52167	Santa Fe Pacific Gold Corporation	ATSF	BK.343 / Pg.805	
June 13, 1995	52168	Santa Fe Pacific Gold Corporation	ATSF	BK.343 / Pg.204	

EXHIBIT "A" continued

LANDER COUNTY, NEVADA

ALSO ALL THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF LANDER, STATE OF NEVADA, AS CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY THE FOLLOWING DEEDS:

Date	Recorded	Grantor	Official Records	Book / Page	Deed No.
February 25, 1991	February 25, 1991	Catellus Development Corporation	ATSF	BK 358 / Pg. 412	50775
February 25, 1991	February 25, 1991	Catellus Development Corporation	ATSF	BK 356 / Pg. 405	50776
January 11, 1990	January 11, 1990	Santa Fe Pacific Realty Corporation	ATSF	BK 341 / Pg. 115	50900
January 11, 1990	January 11, 1990	Santa Fe Pacific Realty Corporation	ATSF	BK 341 / Pg. 112	50901
January 3, 1992	January 3, 1992	Catellus Development Corporation	ATSF	BK 366 / Pg. 101	51092
April 26, 1992	April 26, 1992	Catellus Development Corporation	ATSF	BK 370 / Pg. 574	51156

EXCEPT ALL THOSE CERTAIN PARCELS OF LAND LYING IN THE COUNTY OF LANDER, STATE OF NEVADA, AS CONVEYED TO THE FOLLOWING BY THE DEEDS LISTED AS FOLLOWS:

Date	Recorded	Grantee	Official Records	Book / Page	Deed No.
August 16, 1993	August 16, 1993	Santa Fe Pacific Minerals Corporation	ATSF	BK 397 / Pg. 656	51719
June 2, 1995	June 2, 1995	Santa Fe Pacific Gold Corporation	ATSF	BK 417 / Pg. 632	52167
May 24, 1995	May 24, 1995	Santa Fe Pacific Gold Corporation	ATSF	BK 417 / Pg. 480	52168

STOREY COUNTY, NEVADA

ALSO ALL THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF STOREY, STATE OF NEVADA, AS CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY THE FOLLOWING DEEDS:

Date	Recorded	Grantor	Official Records	Book / Page	Deed No.
January 6, 1990	January 6, 1990	Santa Fe Pacific Realty Corporation	ATSF	BK 75 / Pg. 165	50578

Exhibit Page 4 of 6 Pages

EXHIBT "A" continued

PERSHING COUNTY, NEVADA

ALSO
 ALL THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF PERSHING, STATE OF NEVADA, AS CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY THE FOLLOWING DEEDS:

Date	Recorded:	Grantor:	Official Records	ATSF
January 1, 1990	50558	Santa Fe Pacific Realty Corporation	BK.240 / Pg.248	50558
January 1, 1990	50558	Santa Fe Pacific Realty Corporation	BK.240 / Pg.410	50558
January 1, 1990	50570	Santa Fe Pacific Realty Corporation	BK.240 / Pg.419	50570
February 25, 1991	50770	Catellus Development Corporation	BK.253 / Pg. 1	50770
February 25, 1991	50777	Catellus Development Corporation	BK.253 / Pg. 32	50777
January 2, 1992	51079	Catellus Development Corporation	BK.261 / Pg.336	51079
January 2, 1992	51080	Catellus Development Corporation	BK.261 / Pg.340	51080
January 2, 1992	51081	Catellus Development Corporation	BK.261 / Pg.344	51081
April 6, 1992	51159	Catellus Development Corporation	BK.263 / Pg.202	51159

EXCEPT ALL THOSE CERTAIN PARCELS OF LAND LYING IN THE COUNTY OF PERSHING, STATE OF NEVADA, AS CONVEYED TO THE FOLLOWING BY THE DEEDS LISTED AS FOLLOWS:

Date	Recorded:	Grantor:	Official Records	ATSF
June 21, 1993	51520	Western Rock Product, Inc.	BK.273 / Pg.472	51520

EXHIBIT "A" continued
 ELKO COUNTY, NEVADA

ALL THOSE CERTAIN PARCELS OF LAND IN THE COUNTY OF ELKO, STATE OF NEVADA, AS CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY THE FOLLOWING DEEDS:

Date	Recorded:	Grantor:	Official Records	ATSF	Book / Page:	Deed No.:
February 25, 1991	February 25, 1991	Catellus Development Corporation	BK746 / Pg.862	50779		
February 25, 1991	February 25, 1991	Catellus Development Corporation	BK746 / Pg.851	50780		
January 11, 1990	January 11, 1990	Santa Fe Pacific Realty Corporation	BK711 / Pg.92	50902		
January 11, 1990	January 11, 1990	Santa Fe Pacific Realty Corporation	BK711 / Pg.89	50903		
January 31, 1992	January 31, 1992	Catellus Development Corporation	BK774 / Pg.448	51094		
April 6, 1992	April 6, 1992	Catellus Development Corporation	BK780 / Pg.10	51158		

WASHOE COUNTY, NEVADA

ALSO ALL THOSE CERTAIN PARCELS OF LAND IN THE-COUNTY OF WASHOE, STATE OF NEVADA, AS CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY THE FOLLOWING DEEDS:

Date	Recorded:	Grantor:	Official Records	ATSF	Book / Page:	Deed No.:
January 19, 1991	January 19, 1991	Santa Fe Pacific Realty Corporation	BK3019 / Pg.760	50591		
February 22, 1991	February 22, 1991	Catellus Development Corporation	BK3216 / Pg.531	50771		
February 22, 1991	February 22, 1991	Catellus Development Corporation	BK3216 / Pg.528	80772		
January 3, 1992	January 3, 1992	Catellus Development Corporation	BK3391 / Pg.840	51216		

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 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
First American Title
 95 OCT 19 AM 9:27
 EUREKA COUNTY NEVADA
 M.N. REBALVALI, RECORDER
 FILE NO.
 FEES \$28.00

Exhibit Page 6 of 6 Pages

BOOK 288 PAGE 178

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