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W157922

DEED OF TRUST

THIS DEED OF TRUST IS DATED AUGUST 10, 1998, among DONALD F. PALMORE and ELIZA M. PALMORE, not personally but as Trustees on behalf of THE DONALD F. & ELIZA M. PALMORE FAMILY TRUST under the provisions of a Trust Agreement dated May 23, 1997, whose address is P. O. BOX 92, EUREKA, NV 89316 (referred to below as "Grantor"); Zions First National Bank, whose address is Zions Agricultural Finance Ames, Iowa Office, P.O. Box 26416, Salt Lake City, UT 84126 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and WESTERN NEVADA TITLE COMPANY, whose address is 983 WEST WILLIAMS AVENUE, FALLON, NV 89406 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor irrevocably grants, bargains, sells and conveys to Trustee with power of sale for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Eureka County, State of Nevada (the "Real Property"):

Real estate located in the COUNTY OF EUREKA, STATE OF NEVADA, described in Exhibit "A" attached hereto and incorporated herein by reference just as if it had been fully set forth in this Deed of Trust.

In addition to the above described real estate, it is agreed that this Deed of Trust shall specifically create a first lien in favor of Lender on the irrigation equipment listed in Exhibit "B" and on the Water Rights listed in Exhibit "C" attached hereto and incorporated herein by reference just as if they had been fully set forth in this Deed of Trust.

The Real Property tax identification number is AP #007-140-21.

Grantor presently assigns absolutely and irrevocably to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Personal Property defined below.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS INCLUDING FUTURE ADVANCES AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means Zions First National Bank, its successors and assigns. Zions First National Bank also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation DONALD F. PALMORE and ELIZA M. PALMORE, Trustees for THE DONALD F. & ELIZA M. PALMORE FAMILY TRUST.

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Zions First National Bank, its successors and assigns.

Note. The word "Note" means the Note dated August 10, 1998, in the principal amount of \$250,000.00 from Grantor and any

RECORDATION REQUESTED BY:
 Zions First National Bank
 Ames, Iowa Office
 P.O. Box 26416
 Salt Lake City, UT 84126

WHEN RECORDED MAIL TO:
 ZIONS AGRICULTURAL FINANCE
 500 FIFTH STREET
 AMES, IA 50010-6065

SEND TAX NOTICES TO:
 DONALD F. PALMORE and ELIZA M. PALMORE
 P. O. BOX 92
 EUREKA, NV 89316
 430587 TO

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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co-borrowers to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of this Deed of Trust is January 1, 2014.

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, manufactured homes or modular homes which have not been legally acceded to the real property in accordance with Nevada law, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to or used in the operation of the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means WESTERN NEVADA TITLE COMPANY and any substitute or successor trustees.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

STATORY COVENANTS. The following Statutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants Nos. 1, 3, 4, 5, 6, 7, 8 and 9 of N.R.S. 107.030. The rate of interest default for Covenant No. 4 shall be 12.520%. The percent of counsel fees under Covenant No. 7 shall be 10%. Except for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent with the Statutory Covenants the terms of this Deed of Trust shall control. Covenants 6, 7, and 8 shall control over the express terms of any inconsistent terms of this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous substance" and "hazardous waste" shall also include petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to Grantor, about or from the Property, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts

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DEED OF TRUST (Continued)

set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property or any mobile home or manufactured home located on the property whether or not it is legally a part of the real property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, and contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Nevada law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curbing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender

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shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will be entitled to participate in the proceeding and to be represented by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

COMPLIANCE WITH LAWS. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness and attorneys' fees incurred by Trustee or Lender in connection with the condemnation. Grantor waives any legal or equitable interest in the net proceeds and any right to require any apportionment of the net proceeds of the award. Grantor agrees that Lender is entitled to apply the award in accordance with this paragraph without demonstrating that its security has been impaired.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

PARTIAL RELEASES. Lender shall execute partial releases of the lien of this Deed of Trust upon the following conditions: Lender will receive written requests for consideration of partial collateral releases. Approval will be subject to Lender's credit and collateral underwriting standards. A prepayment penalty may exist.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default on Subordinate Indebtedness. Default by Grantor under any subordinate obligation or instrument securing any subordinate obligation or commencement of any suit or other action to foreclose any subordinate lien on the Property.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Events Affecting Co-Borrowers. Any of the preceding events occurs with respect to any co-borrower of any of the indebtedness or any co-borrower dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any of the indebtedness. Lender, at its option, may, but shall not be required to, permit the co-borrower's estate to assume unconditionally the obligations on the indebtedness in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property, and, whether or not Lender takes possession, collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount and without any showing as required by N.R.S. 107.100. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Notices given by Lender or Trustee under the real property foreclosure proceedings shall be deemed reasonable. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled, in exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. The power of sale under this Deed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Real Property remaining unsold, but shall continue uninterrupted until all of the Real Property has been sold by exercise of the power of sale and all indebtedness has been paid in full.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice to the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by

BOOK 320 PAGE 265

applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shall include attorneys' fees incurred by Lender, Trustee or both, if either or both are made parties to any action to enforce foreclosure, or any other legal proceeding instituted by Trustor. The fees and expenses are secured by this Deed of Trust and recoverable from the Property.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust. **Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Eureka County, Nevada. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

WATER RIGHTS. The parties understand and agree that until such time as the amounts due pursuant to the Promissory Note which this Deed of Trust secures are paid in full, Grantor shall not transfer or sell any of the water rights appurtenant to the above described property. Any such sale or transfer shall be considered a default and Beneficiary shall, at its option, declare any and all sums due pursuant to the Promissory Note immediately due and payable.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust: **Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

GOVERNING LAW. This Deed of Trust shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. **Capiton Headings.** Capiton headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nevada as to all indebtedness secured by this Deed of Trust.

GRANTOR'S LIABILITY. This Deed of Trust is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Deed of Trust or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Deed of Trust, or to perform any covenant either express or implied contained in this Deed of Trust, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Deed of Trust, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property and to other assets of the Trust or to any collateral for this loan for the payment of the Note and indebtedness, by the enforcement of the lien created by this Deed of Trust in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor, co-borrower, cosigner, or any other obligor.

DEED OF TRUST (Continued)

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR IS EXECUTING THIS DEED OF TRUST, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS THE DONALD F. & ELIZA M. PALMORE FAMILY TRUST AND DATED MAY 23, 1997.

GRANTOR:

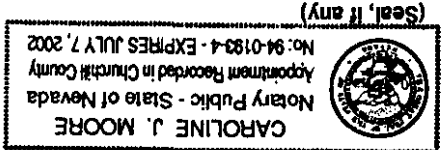
X Donald F. Palmore
DONALD F. PALMORE, as Trustee for THE DONALD F. & ELIZA M. PALMORE FAMILY TRUST

X Eliza M. Palmore
ELIZA M. PALMORE, as Trustee for THE DONALD F. & ELIZA M. PALMORE FAMILY TRUST

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NV
COUNTY OF Churchill
) ss

This instrument was acknowledged before me on 8/14/98 by DONALD F. PALMORE and ELIZA M. PALMORE, trustees



(Signature of notarial officer)
Notary Public in and for State of NV

REQUEST FOR FULL RECONVEYANCE

To: _____ Trustee
(To be used only when obligations have been paid in full)

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____
Beneficiary: _____
By: _____
Its: _____

BOOK 320 PAGE 267

EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Eureka, State of Nevada, described as follows:

TOWNSHIP 22 NORTH, RANGE 54 EAST, MDB&M

Section 28: All

EXCEPTING THEREFROM all the oil, gas, potash and sodium in the land so patented and to it or person authorized by it, the right to prospect for, mine and remove such deposits from the same, as reserved by the UNITED STATES OF AMERICA, in deed recorded October 14, 1963, in Book 27, Page 52, Deed Records, Eureka County, Nevada.

BOOK 320 PAGE 268

~~BOOK PAGE
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
98 AUG 20 AM 9: 25
EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES~~

EXHIBIT "B"

IRRIGATION EQUIPMENT

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof located on the real estate described in Exhibit "A", whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such Property, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such Property. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

| | | | |
|-----------------------|----------|--------------|--|
| Well No. 1 | | Well No. 2 | |
| PUMP DATA: | | | |
| Make, type | Western | Peabody | |
| Serial number | #21037 | 92-32-331 | |
| POWER DATA: | | | |
| Rated horsepower | 75 | 50 | |
| Motor - Make | Newman | Westinghouse | |
| Motor - serial number | V1136603 | 7303 | |

| | | | |
|-----------------------|-----------|------------------|--|
| Well No. 3 | | Well No. 4 | |
| PUMP DATA: | | | |
| Make, type | Western | Western & Roller | |
| Serial number | 13997 | 25925 | |
| POWER DATA: | | | |
| Rated horsepower | 50 | 50 | |
| Motor - Make | CE | CE | |
| Motor - serial number | DKJ410380 | F8J607432 | |

BOOK 820 PAGE 269

EXHIBIT "C"

WATER RIGHTS

All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Grantor to use water for any purpose upon the Real Property described in Exhibit "A". The above includes, but is not limited to, the following:

- Certificate No. 6406 (See copy attached)
- Certificate No. 14215 (See copy attached)
- Certificate No. 11640 (See copy attached)
- Certificate No. 11639 (See copy attached)

BOOK 20 PAGE 270

THE STATE OF NEVADA
 CERTIFICATE OF APPROPRIATION OF WATER

VIAREAS, Ernest E. Muller, Sr., Agent has presented to the State Engineer

of the State of Nevada Proof of Application of Water to Beneficial Use, from

an Underground Source

through a drilled well, pump and distribution system

for Irrigation and Domestic

purposes. The point of diversion of water from the source is as follows: NE 1/4, Section 28, T.22N.

R. 54E., M.D.B. & M., or at a point from which the NE corner of said Section 28

bears N. 44° 36' E., a distance of 1,800.0 feet

situated in Eureka County, State of Nevada.

Now Know Ye, That the State Engineer, under the provisions of NRS 533.425, has determined the date,

source, purpose, amount of appropriation, and the place where such water is appurtenant, as follows:

Name of appropriator Donald Frank and Eliza M. Palmore

Post-office address Eureka, Nevada

Amount of appropriation 2.5 c.f.s., but not to exceed 576.58 acre-feet seasonally

Period of use, from April 15th to December 1st of each year

* Date of priority of appropriation March 30, 1953

Description of land to which the water is appurtenant:

34.5 Acres in the NW 1/4 of Section 28, T.22N., R. 54E., M.D.B. & M.

39.7 Acres in the NW 1/4 of Section 28, T.22N., R. 54E., M.D.B. & M.

39.2 Acres in the NE 1/4 of Section 28, T.22N., R. 54E., M.D.B. & M.

32.0 Acres in the SW 1/4 of Section 28, T.22N., R. 54E., M.D.B. & M.

39.6 Acres in the SE 1/4 of Section 28, T.22N., R. 54E., M.D.B. & M.

39.1 Acres in the SW 1/4 of Section 28, T.22N., R. 54E., M.D.B. & M.

303.4 Acres Total

* This certificate changes the place of use of Permit 14947, Certificate 5497,

therefore, the date of priority remains the same as Permit 14947, Certificate 5497.

The total combined duty of water under this certificate and any certificate issued

under Permit 44452 shall not exceed 1213.6 acre-feet per season.

This certificate is issued subject to the terms of the permit and with the under-

standing that the total duty of water shall not exceed 4.0 acre-feet per acre

per season from any and/or all sources.

The right to water hereby determined is limited to the amount which can be beneficially used, not to exceed the

amount above specified, and the use is restricted to the place and for the purpose as set forth herein.

IN TESTIMONY WHEREOF, I PETER G. MORROS, State Engineer

of Nevada, have hereunto set my hand and the seal of my office, this

29th day of DECEMBER, A.D. 19 86

Recorded Bk Page

County Records

1923

BOOK 320 PAGE 271

THE STATE OF NEVADA
 CERTIFICATE OF APPROPRIATION OF WATER

Ernest E. Muller, Sr., Agent
 Wherikas, has presented to the State Engineer

of the State of Nevada Proof of Application of Water to Beneficial Use, from

an Underground Source

through a drilled well, pump and distribution system

for Irrigation and Domestic

purposes. The point of diversion of water from the source is as follows: SEC 1 NW 1/4 Section 28, T. 22N.,

R. 54E., M.D.B. 8M., or at a point from which the W 1/4 corner of said Section 28

bears S. 88° 25' W., a distance of 2,570.27 feet

situated in Eureka County, State of Nevada.

Now know Ye, That the State Engineer, under the provisions of NRS 533.425, has determined the date,

source, purpose, amount of appropriation, and the place where such water is appurtenant, as follows:

Name of appropriator: Donald Frank and Eliza M. Palmore

Post-office address: Eureka, Nevada

Amount of appropriation: 2.4 c.f.s., but not to exceed 640.0 acre-feet seasonally

Period of use, from April 15th to December 1st of each year

Date of priority of appropriation: March 4, 1964

Description of land to which the water is appurtenant:

34.5 Acres in the NW 1/4 NW 1/4 of Section 28, T. 22N., R. 54E., M.D.B. 8M.

39.7 Acres in the NW 1/4 NE 1/4 of Section 28, T. 22N., R. 54E., M.D.B. 8M.

39.2 Acres in the NE 1/4 NE 1/4 of Section 28, T. 22N., R. 54E., M.D.B. 8M.

32.0 Acres in the SW 1/4 NW 1/4 of Section 28, T. 22N., R. 54E., M.D.B. 8M.

39.6 Acres in the SE 1/4 NW 1/4 of Section 28, T. 22N., R. 54E., M.D.B. 8M.

39.1 Acres in the SW 1/4 NE 1/4 of Section 28, T. 22N., R. 54E., M.D.B. 8M.

303.4 Acres Total

*This certificate changes the place of use of Permit 21863, Certificate 7518,

therefore, the date of priority remains the same as Permit 21863, Certificate 7518.

The total combined duty of water under this certificate and any certificate issued

under Permit 44451 shall not exceed 1213.6 acre-feet per season.

This certificate is issued subject to the terms of the permit and with the

understanding that the total duty of water shall not exceed 4.0 acre-feet per

acre per season from any and/or all sources.

The right to water hereby determined is limited to the amount which can be beneficially used, not to exceed the

amount above specified, and the use is restricted to the place and for the purpose as set forth herein.

IN TESTIMONY WHEREOF, I, PETER G. MORROS

State Engineer

Compared: bc/bj

Recorded: Dk. Page

County Records: 1973

State Engineer

day of DECEMBER, A.D. 1986

of Nevada, have hereto set my hand and the seal of my office, this

State Engineer

BOOK 320 PAGE 272

THE STATE OF NEVADA

CERTIFICATE OF APPROPRIATION OF WATER

WHEREAS, Ernest E. Muller, Sr., Agent has presented to the State Engineer of the State of Nevada Proof of Application of Water to Beneficial Use, from an underground source through a drilled well, pump and distribution system for irrigation and domestic purposes. The point of diversion of water from the source is as follows:

NE½ SW¼ Section 28, T.22N., R.54E., M.D.B.&M., or at a point from which the SW corner of said Section 28 bears S. 00° 33' E., a distance of 1350.0 feet situated in Eureka County, State of Nevada.

NOW KNOW YE, That the State Engineer, under the provisions of NRS 533.425, has determined the date, source, purpose, amount of appropriation, and the place where such water is apportioned, as follows:

Name of appropriator: Donald Frank and Eliza M. Palmore
Source: Underground
Manner of Use: Irrigation and Domestic
Amount of appropriation: 2.34 c.f.s., but not to exceed 617.20 acre-feet per season
Period of use: April 1st to December 1st of each year

Date of priority of appropriation: March 30, 1953

Description of land to which the water is apportioned:

✓39.31 acres in the NW¼ SW¼ Section 28, T.22N., R.54E., M.D.B.&M.
✓40.00 acres in the NE¼ SW¼ Section 28, T.22N., R.54E., M.D.B.&M.
✓38.50 acres in the SW¼ SW¼ Section 28, T.22N., R.54E., M.D.B.&M.
✓39.83 acres in the SE¼ SW¼ Section 28, T.22N., R.54E., M.D.B.&M.
✓39.70 acres in the NW¼ SE¼ Section 28, T.22N., R.54E., M.D.B.&M.
✓39.00 acres in the NE¼ SE¼ Section 28, T.22N., R.54E., M.D.B.&M.
✓35.00 acres in the SW¼ SE¼ Section 28, T.22N., R.54E., M.D.B.&M.
✓37.50 acres in the SE¼ SE¼ Section 28, T.22N., R.54E., M.D.B.&M.
303.94 Acres Total

The total combined duty of water under this certificate and Permit 14948, Certificate 6406 shall not exceed 1234.40 acre-feet annually.

*This certificate changes the point of diversion of a portion of Permit 14948, Certificate 6406, therefore, the date of priority remains the same as Permit 14948, Certificate 6406.

This certificate is issued subject to the terms of the permit with the understanding that the total duty of water shall not exceed 4.0 acre-feet per acre per annum from any/or all sources.

continued

BOOK 52 PAGE 273

The right to water hereby determined is limited to the amount which can be beneficially used, not to exceed the amount above specified, and the use is restricted to the place and for the purpose as set forth herein.

IN TESTIMONY WHEREOF, I R. MICHAEL TURNIPSEED, State

Engineer of Nevada, have hereunto set my hand and the seal of my

office, this 22nd day of SEPTEMBER, A.D. 19 95.

[Signature]
State Engineer

bk/sb

BOOK 320 PAGE 274

COOPY

THE STATE OF NEVADA
 CERTIFICATE OF APPROPRIATION OF WATER

Application received from Barbara M. D. Smith County Clark State of Nevada

Whereas J. V. Caswell (agent) has presented to the State Engineer

of the State of Nevada Proof of Application of Water to Beneficial Use, from

an underground source

through drilled well, pump and ditches

for irrigation and domestic

purposes. The point of diversion of water from the source is as follows: SW 1/4 Section 28, T. 22N.,

R. 54E., M.D.B.M., or at a point from which the SW 1/4 corner bears

S. 89° 0' W., a distance of 350.00 feet

situated in Barbara County, State of Nevada

Now Know Ye, That the State Engineer, under the provisions of R.S. 533.425, has determined the date,

source, purpose, amount of appropriation, and the place where such water is appropriated, as follows:

Name of appropriator Barbara M. D. Smith

Post-office address Barbara, Nevada

Amount of appropriation 5.00 c.f.a., but not to exceed 1.234 h.ac. ft. per

annum. Period of use, from January 1st to December 31st of each year

Date of priority of appropriation March 30, 1953

Description of lands to which water is appropriated:

40.0 acres in the SW 1/4 Section 28, T. 22N., R. 54E., M.D.B.M.

38.5 " " " " " " " " " " " "

40.0 " " " " " " " " " " " "

38.5 " " " " " " " " " " " "

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40.0 " " " " " " " " " " " "

IN TESTIMONY WHEREOF, I, ROLAND D. WESTBARKARD, State Engineer,

of Nevada, have hereunto set my hand and the seal of my office, this

8th day of December, A. D. 1967.

Attest: John P. West County Recorder

EDWARDS County Recorder

Compared: jb/jw

Recorded: _____

Filed: _____

1967

State Engineer

County Recorder

County Recorder

RECORDED AT THE REQUEST OF Division of Water Resources
 on Dec. 18, 1967 at 01 mins. per 437 RECORDS OF
 Book 21 of OFFICIAL RECORDS FILE
 EUREKA COUNTY, NEVADA John P. West Recorder.
 File No. 15792 Fee \$ 3.00



BOOK 320 PAGE 275

File No. 15792

BOOK 820 PAGE 276

COPY

BOOK 320 PAGE 261
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title
98 AUG 20 AM 9:23
EUREKA COUNTY NEVADA
M.N. REBAL/ATI, RECORDER
FILE NO. 170371
FEES \$22.00