

When recorded mail to:
Fish Creek Ranch
P.O. Box 864
Eureka, NV 89316

175203

RECORDING REQUESTED BY:

Wilson and Barrows, Lt
442 Court Street
Elko, NV 89801

A.P.N.: Eureka County - 008-110-01
Lander County - 006-130-02

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 9th day of October 2000, by and between 3LLC, a Utah limited liability company, of Hooper, Utah, hereinafter called the Grantor; Stevt Title Company of Northeastern Nevada, hereinafter called the Trustee; and Fish Creek Ranch, LLC, a Nevada limited liability company, of Las Vegas, Nevada, hereafter called Beneficiary; it being understood that the words used herein in any gender include all other genders, the singular number includes the plural, and the plural the singular,

WITNESSETH:

THAT WHEREAS, the Grantor is indebted to the Beneficiary in the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), lawful money of the United States, and has agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by Grantor to Beneficiary, which Note is in the words and figures as follows:

00011268

PROMISSORY NOTE

\$600,000.00

Las Vegas, Nevada, October 9 2000.

FOR VALUE RECEIVED The Maker promises to pay to the order of Fish Creek Ranch, LLC, a Nevada limited liability company, at Las Vegas, Nevada, or wherever payment may be demanded by the holder of this Note, the sum SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), together with interest on the declining balance to accrue at the rate of seven per cent (7%) per annum from the date hereof until paid, all in the manner following:

Accrued interest only or before one year after closing date and annually thereafter until ten years after date hereof, at which time the entire principal and interest balance shall be paid in full.

The Maker may, at its option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time. Payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Additional payments shall not be cumulative payments, but shall in all events, be at least the sums required by the payment schedule.

The Maker and endorser waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter during this Note, the holder may, at its option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In case of default in the payment of any part of the principal or interest due hereunder, the Maker promises and agrees to pay the holder's reasonable attorney's fees and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by Deed Trust and Promissory Note Guaranty of even date herewith.

3F LLC, a Utah limited liability company

15/
Thomas F. Fitzwater, Member

15/
Russell N. Fitzwater, Member


15/
David L. Fitzwater, Member

00090831.PP
September 29, 2000

WILSON AND BARROWS, LTD.
ATTORNEYS AT LAW
442 Court St.
ELKO, NEVADA 89801

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

 See Exhibit A attachæreto and made a part hereof.

TOGETHER WITHll buildings and improvements situate thereon.

TOGETHER WITHhe tenements, hereditaments and appurtenances thereunto belonging or in anywise apperting, and the reversion and reversions, remainder and remainders, rents, issues, and pro; thereof.

TOGETHER WITHel water, water rights, rights to the use of water, dams, ditches, canals, pipeline, reservoirs, aall other means for the diversion or use of waters appurtenant to said property or any part teof, or used or enjoyed in connection therewith, and together with all stockwatering rig used or enjoyed in connection with the use of any of said lands, including but not limd to :

3669	7596	10426	12057
5375	7620	11016	18100
6049	7766	11382	18544
6861	7767	11790	23951
7002	7768	11835	23952
7458	8330	11836	24170
7509	8331	12040	24376

TOGETHER WITHel of Grantor’s right, title and interest in mineral rights upon or within the above-described perty, and its lessors’ interest in any mineral leases which may exist upon the aforesaid mral rights.

TOGETHER WITHat BLM Permit more particularly described as follows:

<u>Allotment</u>	<u>AUM’s (active use)</u>
0062 Willowanch	3621

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

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (Note Rate), 5, 6, 7 (reasonable), 8 and 9 of NR.07.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the Promissory Notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiary the Grantor.

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

The Grantor expressly covenants and agrees at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted;
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary;
- C. Not to commit or permit any waste of the same; or
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand as of the day and year first hereinabove written.

WILSON AND BARROWS, LTD.
ATTORNEYS AT LAW
442 Court St.
ELKO, NEVADA 89801

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3F LLC, a Utah limited liability company

Thomas E. Fitzwater
Thomas E. Fitzwater, Member

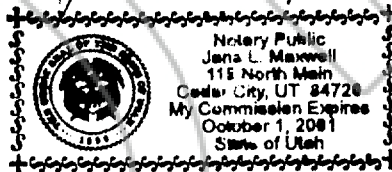
Russell N. Fitzwater
Russell N. Fitzwater, Member

David L. Fitzwater
David L. Fitzwater, Member

STATE OF Utah.
COUNTY OF Iron. SS.

On Ober 4th, 2000, personally appeared before me, a Notary Public, **Thomas F. Fitzwater Russ N. Fitzwater and David L. Fitzwater**, personally known (or proved) to me to be the persons whose mes are subscribed to the above instrument who acknowledged that they executed the above instrum~~as~~ Members of 3F LLC, a Utah limited liability company.

Jana L. Maxwell
NOTARY PUBLIC



00090871.pp
September 29, 2000

WILSON AND BARROWS, LTD.
ATTORNEYS AT LAW
442 Court St.
ELKO, NEVADA 89801

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LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Land and Eureka, described as follows:

PARCEL 1: (EURA COUNTY)

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

Section 5: N/4SW1/4; SW1/4SW1/4;
Section 6: N/4SE1/4; SE1/4SE1/4;
Section 8: NW4NW1/4; S1/2NW1/4; NE1/4SW1/4;

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

Section 5: W2E1/2; E1/2W1/2; W1/2SW1/4; SW1/4NW1/4;
Section 6: SE1/4; SE1/4NE1/4;

EXCEPTING FROM 1 the subject property in Sections 5 and 6, TOWNSHIP 19 NOH, RANGE 49 EAST, M.D.B.&M. all coal and other valuable miners as reserved in Patent executed by THE UNITED STATES OF AMERICA, recorded July 6, 1950, in Book 24 of Deeds at Page 79, Eura County, Nevada records.

Section 18: NW4NE1/4; NE1/4SW1/4; SE1/4NW1/4; SW1/4SE1/4;
Section 19: E1SE1/4; NW1/4SE1/4; NE1/4;

EXCEPTING FROM 1 of the subject property in Section 18 and the N1/2NE1/4, 1/4NE1/4 and NW1/4SE1/4 of Section 19, all the oil and gas as reserved in Patent executed by THE UNITED STATES OF AMERICA, recded October 5, 1966, in Book 12 of Official Records at Page 99, Eureka County, Nevada.

Section 20: W1SW1/4; SW1/4NW1/4;

EXCEPTING FROM t SE1/4SE1/4 of Section 19 and the SW1/4SW1/4 of Section 20, TOWNSHIP 19 NORTH, RANGE 49 EAST, M.D.B.&M. all mineral deposits reserved in Patent executed by THE UNITED STATES OF AMERICA recorded January 2, 1969, in Book 26 of Official Recordst Page 534, Eureka County, Nevada.

EXCEPTING FROM t SW1/4NW1/4 and NW1/4SW1/4 of Section 20, TOWNSHIP 19 NORT RANGE 49 EAST, M.D.B.&M., all uranium, thorium or any oer material which is or may be determined to be peculiarly esntial to the production of fissionable materials, wheth or not of commercial value as reserved in

Continued on next page

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Patent executed by the State of Nevada, recorded October 18, 1949, in Book of Deeds at Page 4, Eureka County, Nevada records.

Section 29: SW¹/₄NW¹/₄; NW¹/₄SW¹/₄; SW¹/₄SW¹/₄;
Section 30: E²/₂NE¹/₄; NE¹/₄SE¹/₄;

EXCEPTING FROM 11 of the subject property in Sections 29 and 30, TOWNSHIP 18 NORTH, RANGE 49 EAST, M.D.B.&M. all the oil and gas as reserved in Patent executed by THE UNITED STATES OF AMERICA, record February 21, 1969, in Book 28 of Official Records at Page 12, Eureka County, Nevada.

EXCEPTING FROM 11 of the subject property in TOWNSHIP 18 NORTH, RANGE 48 EAST, TOWNSHIP 18 NORTH, RANGE 49 EAST and TOWNSHIP 19 NORTH, RANGE 49 EAST, except all property in Section 18; SW¹/₄SW¹/₄ of Section 20; all property in Sections 29 and 30 of TOWNSHIP 19 NORTH, RANGE 49 EAST, M.D.B.&M. an undivided one-half of all oil, petroleum, gas and minerals as reserved in Deed executed by CONLAN LAND & LIVESTOCK, INC., recorded November 7, 1962, in Book 26 of Deeds at Page 300, Eureka County Nevada.

PARCEL 2: (LAND COUNTY)

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

Section 7: SE¹/₄NW¹/₄; SW¹/₄NE¹/₄; W¹/₂SE¹/₄;
Section 18: NW¹/₄NE¹/₄;

EXCEPTING THEREFROM an undivided one-half of all oil, petroleum, gas and minerals as reserved in Deed executed by CONLAN LAND & LIVESTOCK, INC., recorded November 13, 1962, in Book 69 of Deeds at Page 250, Lander County, Nevada.

PARCEL 3: (Eureka County)

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

Section 29: NW¹/₄NW¹/₄;

EXCEPTING THEREFROM all mineral deposits lying in and under said land as reserved by THE UNITED STATES OF AMERICA, in Patent recorded June 12, 1980, in Book 81, Page 575, Official Records, Eureka County, Nevada.

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
00 OCT -9 AM 9:36

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 13⁰⁰

175203

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