

Assessor Parcel No(s): 007-140-33

175215

**RECORDATION REQUESTED BY:**

ZIONS FIRST NATIONAL BANK  
c/o ZIONS AGRICULTURAL FINANCE  
500 FIFTH STREET  
AMES, IA 50010-6065

**WHEN RECORDED MAIL TO:**

ZIONS FIRST NATIONAL BANK  
c/o ZIONS AGRICULTURAL FINANCE  
500 FIFTH STREET  
AMES, IA 50010-6065

**SEND TAX NOTICES TO:**

WILLIAM H. NORTON, JR.  
PATRICIA A. NORTON  
3693 MONTCLAIR RD  
CAMERON PARK, CA 95682

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

WNH7739-2000

**DEED OF TRUST**

THIS DEED OF TRUST is dated October 3, 2000, among WILLIAM H. NORTON, JR. and PATRICIA A. NORTON, whose address is 3693 MONTCLAIR RD, CAMERON PARK, CA 95682 ("Grantor"); ZIONS FIRST NATIONAL BANK, whose address is c/o ZIONS AGRICULTURAL FINANCE, 500 FIFTH STREET, AMES, IA 50010-6065 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Western Nevada Title Company, whose address is 983 West William Street, 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 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 street utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Eureka County, State of Nevada:

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 Mortgage or Deed of Trust.

In addition to the above described real estate, it is agreed that this Mortgage or 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 Mortgage or Deed of Trust.

The Real Property or its address commonly known as Real Property located in Eureka County, NV.

Grantor presently, absolutely, and irrevocably assigns 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 to Lender a Uniform Commercial Code security interest in the Real Property.

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

**PAYMENT AND PERFORMANCE.** Except 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 strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**STATUTORY 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 14.310%. The percent of counsel fees under Covenant No. 7 shall be ten percent (10%). Except for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent with the Statutory Covenant 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:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; (3) collect the Rents from the Property.

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

**Compliance With Environmental Law.** Grantor represents and warrants to Lender that: (1) 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 Substance by any person on, under, or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under,

about or from the Property by any owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such uses; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance with this section of the Deed of Trust. Any 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 to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) 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 (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, costs, 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 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 create, 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 minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. 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 Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect Real 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 test 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 not to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts 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 Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without 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 in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether outright sale, deed, installment sale contract, land 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 any other method of conveyance of an interest in the Real Property. 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 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 tested 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 of the Property. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall on demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate government 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, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor shall 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 coinsurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages

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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 be 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, if available, within 45 days after notice is given by Lender if the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, 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 Lender's 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 or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property) such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option: (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 (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be added as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. This right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**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 shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor shall 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.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

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

**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 and documentation as may be requested by Lender from time to time to permit such participation.

**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 or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, 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.

**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 required by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse

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Lender for all taxes, as described by, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) 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; (2) 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; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) 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 and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender 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 Rents 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, 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, refiled, or rerecorded, 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, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) 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, Lender agrees to the contrary 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.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure 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.

**Default on Other Payments.** Failure by 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 in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

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

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf 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 or becomes false or misleading at any time thereafter.

**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 document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, 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.

**Creditor or Forfeiture Proceedings.** 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 property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender

monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the disbursement.

**Events Affecting Guarantor.** Any of the following events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, 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 any 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.** In the event of a Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**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 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 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 exercise 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 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. 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 (1) pay a reasonable rental for the use of the Property, or (2) 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, 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 until all of the Real Property has been sold by exercise of the power of sale and all Indebtedness has been paid in full.

**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 judge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interests in the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses on 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, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by 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 that Lender, Trustee, or both incur, if either or both are made parties to any action to enjoin foreclosure or to any legal proceeding that Grantor institutes. The fees and expenses secured by this Deed of Trust and are recoverable from the Property. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or another provision.

**Rights of Trustee.** Trustee shall have all 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 the powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property on 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 be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any

BOOK 337 PAGE 145

action or proceeding in which Grantor, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**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 under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Eureka County, State of Nevada. The successor trustee, with 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.

**PARTIAL RELEASES.** Lender shall execute releases of the lien of this Mortgage or 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.

**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 of 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.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption 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 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 either in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust shall be governed by, construed and enforced in accordance with federal law and the laws of the State of Nevada. This Deed of Trust has been accepted by Lender in the State of Nevada.

**Joint and Several Liability.** 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 Grantor signing below is responsible for all obligations in this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given 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 Lender of violation of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. 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 of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under 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 and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to 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.

**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.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means ZIONS FIRST NATIONAL BANK, and its successors and assigns.

**Borrower.** The word "Borrower" means WILLIAM H. NORTON, JR.; and PATRICIA A. NORTON, and all other persons and entities signing the Note in whatever capacity.

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

**Default.** The word "Default" means Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation 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. Law 99-499 ("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 thereto.

**Event of Default.** The words "Event of Default" mean any of the Events of Default set forth in this Deed of Trust in the Events of Default section of this Deed of Trust.



DEED OF TRUST  
(Continued)

**Grantor.** The word "Grantor" means LIAM H. NORTON, JR.; and PATRICIA A. NORTON.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any part thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, encroachments and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amount repaid or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means ZS FIRST NATIONAL BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated October 3, 2000, in the original principal amount of \$162,500.00 from Grantor to Lender, together with renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement the maturity date of this Deed of Trust is January 1, 2016.

**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 hereafter attached or affixed to or used in the operation of the Real Property; together with all accessions, parts, and additions to, 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 real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, 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 Eastern Nevada Title Company, whose address is 983 West Williams Street, Fallon, NV 89406 and any substitute or successor trustees

EACH GRANTOR ACKNOWLEDGES HE HAS READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X *William H. Norton, Jr.*  
WILLIAM H. NORTON, JR., Individually

X *Patricia A. Norton*  
PATRICIA A. NORTON, Individually

INDIVIDUAL ACKNOWLEDGMENT

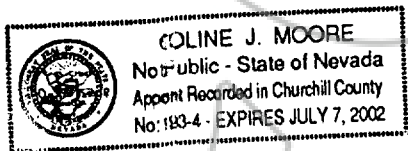
STATE OF NEVADA

COUNTY OF Churchill

This instrument was acknowledged before on 10/11/2000

by WILLIAM H. NORTON, JR.

*Coline J. Moore*  
(Signature of Notarial officer)  
Notary Public in and for State of NV



(Seal, if any)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF Churchill  
BUREKA

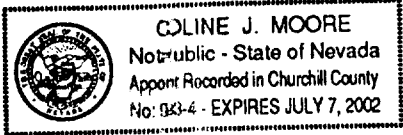
This instrument was acknowledged before on 10/11/2000

by PATRICIA A. NORTON.

[Signature]  
(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)



EQUEST FOR FULL RECONVEYANCE

(to be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and lvr 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 her directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to can 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 thrties 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 ited Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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# EXHIBIT "A"

Real estate lited in the County of Eureka and State of Nevada, to-wit:

TOWNSHIP 21 ½ NOH, RANGE 54 EAST, M.D.B.&M.

Section 32: S ½

Less and Excepting therom any portion of said land which may have been included in the Deed from William H. & Shirley A. Norton to Ronald W. and Gladys A. Blehm, as joint tenants, recorded Noveer 5, 1981, in Book 99, Page 201, Official Records, Eureka County, Nevada.

EXCEPTING THEREOM all oil, gas, potash and sodium as reserved in Patents by the United States of America record January 31, 1964 in Book 2 of Official Records, at Page 526, Eureka County, Nevada.

TOWNSHIP 21 ½ NOH, RANGE 54 EAST, M.D.B. & M.

Section 33: Lots 1, 2, 3d 4; S ½ N ½ ; S ½

EXCEPTING THEREOM all oil and gas as reserved in Patents executed by the United States of America, recorded Lember 9, 1963 in Book 2 of Official Records at Pages 87 and 88, Eureka County, Nevada

## EXHIBIT "B"

### IRRIGATION EQUIPMENT

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

|                           | #1  | #2                     | #3                     |
|---------------------------|---|------------------------|------------------------|
| <b>WELL DATA:</b>         |   |                        |                        |
| Depth of well in feet     | 242 feet  | 175 feet               | 195 feet               |
| Diameter and gauge of cag | 16" 3/8"  | 14" 3/8"               | 14" 3/8"               |
| <b>PUMP DATA:</b>         |   |                        |                        |
| Make                      | Roath   | Fairbanks Morse        | Fairbanks Morse        |
| Type                      | 7 stage pump                                      |                        |                        |
| Serial number             | T2615   | AN2585                 | PT6499                 |
| Size of column            | 10 inches   | 8 inches               | 8 inches               |
| Length of column          | 210 feet  | 150 feet               | 170 feet               |
| Diameter of discharge pi; | 10 inches   | 6 inches               | 6 inches               |
| <b>POWER DATA:</b>        |   |                        |                        |
| Type of fuel              | Electric  | Electric               | Electric               |
| Rated horsepower          | 200 HP  | 30 HP                  | 60 HP                  |
| Motor – make              | General Electric                                  | General Electric       | General Electric       |
| Motor - model             | 5K445DBB6008A                                     | 5K6238XH30B            | R-6233-02-074          |
| Motor – serial number     | TPD9906250  | GKJ731410;<br>T702992D | R2107055S<br>TP0047988 |
| <b>PIVOT:</b>             |   |                        |                        |
| Make                      | Zimmatic  |                        |                        |
| Type                      | 12 tower center pivot, electric drive, no end gun |                        |                        |
| Panel No.                 | P-35767   |                        |                        |
| Serial No.                | L67616  |                        |                        |

# 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:

### NEVA DIVISION OF WATER RESOURCES CERTIFICATES OF APPROPRIATION OF WATER

Certificate No. (s) 18520 (copy attached)  
36060 (copy attached)  
36061 (copy attached)  
36062 (copy attached)  
40012 (copy attached)

Application to change Point of Diversion of No. 36061: No. 65200\* (copy attached)  
Application to change Point of Diversion of No. 36060: No. 65201\* (copy attached)

\*These two applications combine the acreage of Certificates 36060 and 36061 [total res 225.16] to one point of diversion.



ASSIGID

Application 18520.....

Certificate Record No. 6515..... Book..... 20..... Page..... 6515.....

THE STATE OF NEVADA  
CERTIFICATE OF APPROPRIATION OF WATER

COPY

WHERE..... Mark Chilton, Agent..... has presented to the State Engineer  
of the State Nevada Proof of Application of Water to Beneficial Use, from.....  
.....an underground source.....  
through..... filled well, pump and irrigation system..... for  
..... irrigation  
purposes. Point of diversion of water from the source is as follows: SE $\frac{1}{4}$  SE $\frac{1}{4}$  Section 33, T. 21 $\frac{1}{2}$  N.,  
R. 54E., D.B. & M., or at a point from which the SE corner of said.....  
Section..... bears S. 45° E., a distance of 141.42 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, purp amount of appropriation, and the place where such water is appurtenant, as follows:

Name of appropriator..... Alfred W. Krueger.....  
Office address..... St. Paul, Nebraska.....  
Amount of appropriation 3.34 c.f.s., but not to exceed 806.8 ac. ft. annually  
Period of use, from..... January 1st..... to..... December 31st..... of each year  
Date of priority of appropriation..... January 13, 1960.....

Description land to which the water is appurtenant:  
15.5 ac. in Lot 2 of Section 33, T. 21 $\frac{1}{2}$  N., R. 54E., M.D.B. & M.  
28.0 " the SW $\frac{1}{4}$  NE $\frac{1}{4}$  " " " "  
2.2 " SE $\frac{1}{4}$  NE $\frac{1}{4}$  " " " "  
40.0 " NW $\frac{1}{4}$  SE $\frac{1}{4}$  " " " "  
39.0 " NE $\frac{1}{4}$  SE $\frac{1}{4}$  " " " "  
39.0 " SW $\frac{1}{4}$  SE $\frac{1}{4}$  " " " "  
38.0 " SE $\frac{1}{4}$  SE $\frac{1}{4}$  " " " "  
201.7 Acr Total

This certificate is issued subject to the terms of the permit.

The right 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, ROLAND D. WESTERGARD, State Engineer

Compared..... JB/JW..... of Nevada, have hereunto set my hand and the seal of my office, this

Recorded..... 24th Bk. 22 Page 379..... 9th..... day of..... February..... A. D. 1968.

Eureka..... County Records.....

ORDER NO. 1241

State Engineer.

1971

BOOK 337 PAGE 152

THE STATE OF NEVADA  
CERTIFICATE OF APPROPRIATION OF WATER

COPY

WHEREAS, Ernest E. Muller, Sr., Agent has presented to the State Engineer 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: SE $\frac{1}{4}$  SE $\frac{1}{4}$  Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M., or at a point from which the SE corner of said Section 33 bears S. 30<sup>0</sup> 00' E., a distance of 180.0 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 William H. and Shirley A. Norton  
Post-office address Eureka, Nevada

\* Amount of appropriation 2.67 c.f.s., but not to exceed 469.92 acre-feet per season  
Period of use, from April 1st to November 1st of each year  
Date of priority of appropriation October 20, 1978

Description of the land to which the water is appurtenant:  
1.07 Acres in the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M.  
7.94 Acres in the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M.  
5.60 Acres in the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M.  
39.39 Acres in the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M.  
26.46 Acres in the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M.  
37.02 Acres in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M.  
117.48 Acres Total

\*The total combined rate of diversion under this certificate and Permit 18520, Certificate 6515, shall not exceed 3.34 c.f.s.

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 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/bl of Nevada, have hereunto set my hand and the seal of my office, 13th day of AUGUST, A.D. 1978  
Recorded \_\_\_\_\_ Bk. \_\_\_\_\_ Page \_\_\_\_\_  
County Records. State Engineer

BOOK 337 PAGE 153

THE STATE OF NEVADA  
CERTIFICATE OF APPROPRIATION OF WATER

COPY

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: SE 1/4 SW 1/4 Section 33, T. 21 1/2 N., R. 54 E., M.D.B. & M., or at a point from which the S 1/4 corner of said Section 33 bears S. 00' E., a distance of 141.42 feet situated in Eureka County, State of Nevada.

Now KNOWN 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 William H. and Shirley A. Norton

Post-office address Eureka, Nevada

Amount of appropriation 2.50 c.f.s., but not to exceed 430.72 acre-feet per season

Period of use, from April 1st to November 1st of each year

Date of priority of appropriation October 20, 1978

- Description of land to which the water is appurtenant:
- 22 Acres in the NW 1/4 SW 1/4 of Section 33, T. 21 1/2 N., R. 54 E., M.D.B. & M.
  - 15 Acres in the NE 1/4 SW 1/4 of Section 33, T. 21 1/2 N., R. 54 E., M.D.B. & M.
  - 32 Acres in the SW 1/4 SW 1/4 of Section 33, T. 21 1/2 N., R. 54 E., M.D.B. & M.
  - 37 Acres in the SE 1/4 SW 1/4 of Section 33, T. 21 1/2 N., R. 54 E., M.D.B. & M.
  - 107 Acres Total

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 water hereby determined is limited to the amount which can be beneficially used, not to exceed the amount above stated, 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 by bcl

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

Recorded by Bk. Page.

13th day of AUGUST, A.D. 1985

County Records.

*Peter G. Morros*  
State Engineer

BOOK 337 PAGE 154



THE STATE OF NEVADA  
CERTIFICATE OF APPROPRIATION OF WATER

COPY

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: SE 1/4 SE 1/4 Section 32, T. 21 1/2 N., R. 54 E., M.D.B. & M., or at a point from which the SE corner of said Section 32 bears S. 58° 22' E., a distance of 58.1 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: William H. and Shirley A. Norton  
Post-office address: Eureka, Nevada  
Amount of appropriation: 1.557 c.f.s., but not to exceed 140.0 acre-feet seasonal  
Period of use, from April 1st to November 1st of each year  
Date of priority of appropriation: October 20, 1978

Description of land to which the water is appurtenant:  
13.10 Acres in the NW 1/4 SE 1/4 of Section 32, T. 21 1/2 N., R. 54 E., M.D.B. & M.  
21.90 Acres in the SW 1/4 SE 1/4 of Section 32, T. 21 1/2 N., R. 54 E., M.D.B. & M.  
35.00 Acres Total

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

Prepared by: bc/bl  
Recorded: Bk. Page.  
County Records.

of Nevada, have hereunto set my hand and the seal of my office, this 13th day of AUGUST, A.D. 1978  
*Peter G. Morros*  
State Engineer

BOOK 337 PAGE 155

THE STATE OF NEVADA  
CERTIFICATE OF APPROPRIATION OF WATER

COPY

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 dred well, pump and distribution system for Irrigation and Domestic purposes. That of diversion of water from the source is as follows: SE 1/4 SE 1/4 Section 32, T. 21 1/2 N., R. 54 E., M. D. B. & M., or at a point from which the SE corner of said Section 32 bears S. 22' E., a distance of 58.1 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 William H. and Shirley A. Norton  
Postice address Eureka, Nevada

Amnt of appropriation 0.54 c.f.s., but not to exceed 44.0 acre-feet per season  
Perof use, from April 1st to November 1st of each year

\* Dat priority of appropriation October 20, 1978

Description of land to which the water is appurtenant:  
4 Acres in the NE 1/4 SW 1/4 of Section 32, T. 21 1/2 N., R. 54 E., M. D. B. & M.  
6 Acres in the SE 1/4 SW 1/4 of Section 32, T. 21 1/2 N., R. 54 E., M. D. B. & M.  
11 Acres Total

\*This certificate changes the point of diversion and place of use of a portion of water htofore appropriated under Permit 36062, therefore, the date of priority remains same as Permit 36062.

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 perason from any and/or all sources.

The right 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/  
Recorded Bk. Page  
County Records.

of Nevada, have hereunto set my hand and the seal of my office, this 13th day of AUGUST, A.D. 1985

*Peter G. Morros*  
State Engineer

BOOK 337 PAGE 156

**APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVERSION, MANNER OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED**

**COPY**

Date filing in State Engineer's Office JUN 14 1999

Return to applicant for correction \_\_\_\_\_

Corred application filed JUL 16 1999

Map ed JUL 16 1999

\*\*\*\*\*

The applicant William H. and Shirley A. Norton, hereby make application for permission to change the Point of Diversion, Manner of Use and Place of Use of water heretofore appropriated under Permit No. 36061, Certificate No. 11247

\*\*\*\*\*

1. Thource of water is Underground
2. Thmount of water to be changed 2.50 CFS, 430.72 AF, 107.68 AC.
3. Twater to be used for Irrigation and Domestic
4. Twater heretofore permitted for Irrigation and Domestic
5. Thater is to be diverted at the following point in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M., or at a point from which the SE corr of said Section 33 bears S. 30° 00' E. a distance of 180 feet.
6. Thexisting permitted point of diversion is located within the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Sectn 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M., or at a point from which the corner of said Section 33 bears S. 45° 00' E. a distance of 141. Feet.
7. Prsed place of use Portions of SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , E $\frac{1}{2}$  of SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M. (tot area of 225.16 acres)
8. Exing place of use SE $\frac{1}{4}$  of SW $\frac{1}{4}$  and portions of SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , NW $\frac{1}{4}$  of SW $\frac{1}{4}$  and NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , all of Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M. 107. Acres.
9. Usill be from January 1 to December 31 of each year.
10. Was permitted from Apr. 1 to Nov. 1 of each year.
11. Dription of proposed works use of existing well with pipe line to cent of pivot.
12. Emated cost of works \$55,000.
13. Emated time required to construct works 4 years
14. Emated time required to complete the application of water to beneficial use years
15. Wrks:

By Ernest E. Muller, Sr., SWRS 702  
s/Ernest E. Muller  
750 W. Pueblo St.  
Reno, NV., 89509

Compd my/cmf

Protcd \_\_\_\_\_

BOOK 337 PAGE 157



**APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVISION, MANNER OF USE AND PLACE OF USE OF THE PUBLIC WATERS OF THE STATE OF NEVADA HERETOFORE APPROPRIATED**

**COPY**

Date filing in State Engineer's Office JUN 14 1999  
 Return to applicant for correction \_\_\_\_\_  
 Corred application filed JUL 16 1999  
 Map fd JUL 16 1999 under 65200

\*\*\*\*\*

The applicant William H. and Shirley A. Norton, hereby make application for permission to change the Manner of Use and Place of Use of the heretofore appropriated under Permit No. 36060, Certificate No. 1124

\*\*\*\*\*

1. Thource of water is Underground
2. Thmount of water to be changed 2.67 CFS, 469.92 AF, 117.48 AC.
3. Thater to be used for Irrigation and Domestic
4. Thater heretofore permitted for Irrigation and Domestic
5. Thater is to be diverted at the following point in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M., or at a point from which the SE corner of said Section 33 bears S. 30° 00' E. a distance of 180 feet
6. Thexisting permitted point of diversion is located within the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sectn 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M., or at a point from which the corner of said Section 33 bears S. 30° 00' E. a distance of 180 ft.
7. Prsed place of use Portionf of SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , E $\frac{1}{2}$  of SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of Section 33, T.21 $\frac{1}{2}$ N., R.54E., M.D.B.&M. (tot area of 225.16 acres)
8. Eting place of use NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Portionf of SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , W $\frac{1}{2}$  of NE $\frac{1}{4}$ , SE $\frac{1}{4}$  of NE $\frac{1}{4}$  and SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , all of Section 33, T.21., R.54E., M.D.B.&M. 117.48 Acres.
9. Uwill be from January 1 to December 31 of each year.
10. was permitted from Apr. 1 to Nov. 1 of each year.
11. Bription of proposed works Une of existing well with pipe line to cent of pivot.
12. imated cost of works \$55,000.
13. imated time required to construct works 4 years
14. imated time required to complete the application of water to beneficial use years
15. arks:

s/Ernest E. Muller  
 By Ernest E. Muller, Sr., SWRS 702  
 750 W. Pueblo St.  
 Reno, NV., 89509

Compd my/cmf \_\_\_\_\_

Proted \_\_\_\_\_

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BOOK 337 PAGE 141  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Western Nevada Title*  
00 OCT 13 AM 9:22  
EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 25<sup>00</sup>

**175215**

COPY

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