

Assessor's parcel number: 008-320-02 ; 008-040-01 ;  
008-120-01

01415-25960

The undersigned hereby affirms that this document  
submitted for recording does not contain any personal  
information about any person(s) as defined by NRS  
603A.040 on the document.

Rhonda Payne

Signature

Print name & title Rhonda Payne, Office Manager

EUREKA COUNTY, NV

Rec:\$37.00

\$37.00

Pgs=24

STEWART TITLE ELKO

LISA HOEHNE, RECORDER

**2017-233804**

08/31/2017 11:38 AM

Return to: Loan Servicing Department, First Financial Bank  
Farm and Ranch Division

1717 Alliant Avenue,

Louisville, KY 40299

Prepared By: Loan Operations, First Financial Bank Farm &  
Ranch Division, 214 N Washington, El Dorado, AR 71730

Space Above This Line For Recording Data

## DEED OF TRUST

**DATE AND PARTIES.** The date of this Deed Of Trust (Security Instrument) is August  
28, 2017. The parties and their addresses are:

**GRANTOR:**

**JOHN C GRETLEIN**

An unmarried individual

AKA John Gretlein

2319 Caserta Ct

Henderson, NV 89074

John C Gretlein

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**TRUSTEE:**

**STEWART TITLE COMPANY**

a Nevada Corporation  
810 Idaho Street  
Elko, NV 89801

**LENDER:**

**FIRST FINANCIAL BANK**

Organized and existing under the laws of Arkansas  
214 N Washington  
El Dorado, AR 71730

**1. DEFINITIONS.** For the purposes of this document, the following term has the following meaning.

**A. Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

**2. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

See Exhibit A attached hereto

The property is located in Eureka County at 327 Fish Creek Rd, Eureka, Nevada 89316.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**3. SECURED DEBTS.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated

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August 28, 2017, from Grantor to Lender, with a loan amount of \$1,399,000.00 and maturing on January 1, 2037.

**B. All Debts.** All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

**C. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

**4. PAYMENTS.** Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

**5. WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, convey and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

**6. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- A.** To make all payments when due and to perform or comply with all covenants.
- B.** To promptly deliver to Lender any notices that Grantor receives from the holder.
- C.** Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**7. CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to

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the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

**8. ASSUMPTIONS.** Subject to conditions and Lender's written consent, someone buying the Property may be allowed to assume this Security Instrument. Without written consent, Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

**9. WARRANTIES AND REPRESENTATIONS.** Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

**10. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be

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entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

**11. AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**12. ASSIGNMENT OF LEASES AND RENTS.** Grantor absolutely, unconditionally, irrevocably and immediately assigns, grants, conveys to Lender all the right, title and interest in the following (Property).

**A.** Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

**B.** Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Grantor a revocable license to collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor's default automatically and immediately revokes this license. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Amounts collected will be applied in such order as Lender may elect to the expenses of enforcing this Assignment including without limitation reasonable attorneys' fees and costs, to reimbursement of any expenses incurred by Lender to protect, value, appraise or maintain the Property, to payment of the Secured Debts, and to payments to such other persons as may be entitled thereto. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not

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commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Grantor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Grantor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Grantor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Grantor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**13. DEFAULT.** Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:


**A. Payments.** Grantor fails to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer,

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endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

**C. Death or Incompetency.** Grantor dies or is declared legally incompetent.

**D. Failure to Perform.** Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

**E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.

**F. Other Agreements.** Grantor is in default on any other debt or agreement Grantor has with Lender.

**G. Misrepresentation.** Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** Grantor fails to satisfy or appeal any judgment against Grantor.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.

**K. Property Transfer.** Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the ASSUMPTIONS section.

**L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.

**M. Erosion.** Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.

**N. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Grantor's financial condition from the conditions set forth in Grantor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**14. REMEDIES.** On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default. Grantor

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agrees to the appointment of a receiver on or after an occurrence of an Event of Default by Grantor.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

To the extent not prohibited by law, Trustee will apply the proceeds of the Property's sale in the following order: to all fees, charges, costs and expenses of exercising the power of sale and the sale; to Lender for all advances made for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon; to the Secured Debts' principal and interest; and paying any surplus as required by law. Lender or its designee may purchase the Property.

Upon any sale of the Property, Trustee will make and deliver a trustee's deed that conveys all right, title and interest to the Property that was sold to the purchaser(s). The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**15. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the

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Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

**16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

**A.** Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

**B.** Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

**C.** Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

**D.** Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

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E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**17. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor

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authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**18. INSURANCE.** Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.


Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

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**19. ESCROW FOR TAXES AND INSURANCE.** Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

**20. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

**21. WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

**22. USE OF PROPERTY.** Grantor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Grantor becomes aware of such a violation, Grantor shall take all actions allowed by law to terminate the violating activity. Violation of this paragraph is a material breach of this agreement and constitutes an Event of Default.

**23. OTHER TERMS.** The following are applicable to this Security Instrument:

**A. No Action by Lender.** Nothing contained in this Security Instrument shall require Lender to take any action.

**B. Additional Terms.** "Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12."


**24. APPLICABLE LAW.** This Security Instrument is governed by the laws of Arkansas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

John C Gretlein  
Nevada **Deed Of Trust**

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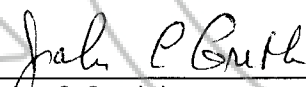
**26. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**27. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**28. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

**GRANTOR:**

  
\_\_\_\_\_  
John C Gretlein

Date 8-28-17

John C Gretlein  
Nevada **Deed Of Trust**

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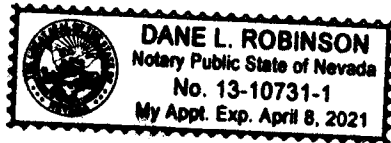
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**ACKNOWLEDGMENT.**

State Nevada OF Clark County OF Clark ss.  
This instrument was acknowledged before me this 28<sup>th</sup> day of August, 2017 by John C Gretlein, an unmarried individual, AKA John Gretlein.

My commission expires: April 8, 2021

Dane L. Robinson  
(Notary Public)



**REQUEST FOR RECONVEYANCE**

(Not to be completed until paid in full)

**TO TRUSTEE:**

The undersigned is the holder of the note or notes secured by this Security Instrument. Said note or notes, together with all other indebtedness secured by this Security Instrument, have been paid in full. You are hereby directed to cancel this Security Instrument, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Security Instrument to the person or persons legally entitled thereto.

.....  
(Authorized Lender Signature)

.....  
(Date)

John C Gretlein  
Nevada Deed Of Trust

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## LEGAL DESCRIPTION

*Exhibit A*

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

PARCEL 1: (Eureka County)

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

Section 30: NW1/4NE1/4; NE1/4NW1/4;

PARCEL 2: (Eureka County)

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

Section 16: W1/2NE1/4; E1/2NW1/4; SW1/4NW1/4; NW1/4SW1/4;

Section 17: SE1/4NE1/4; NE1/4SE1/4;

PARCEL 3: (Eureka County)

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

Section 7: NE1/4NE1/4;

PARCEL 4: (Eureka County)

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

Section 7: SE1/4NE1/4;

Section 8: E1/2; NW1/4NW1/4; S1/2NW1/4; N1/2SW1/4; SE1/4SW1/4;

Section 9: NE1/4NE1/4; S1/2NE1/4; NW1/4NW1/4; S1/2NW1/4; S1/2;

Section 10: N1/2; N1/2S1/2; SW1/4SE1/4; S1/2SW1/4;

Section 11: S1/2NE1/4; NW1/4; N1/2SW1/4;

Section 12: N1/2;

EXCEPTING FROM the SW1/4SE1/4 and S1/2SW1/4 of Section 10, TOWNSHIP 16 NORTH, RANGE 53 EAST, M.D.B.&M., all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value as reserved in Patent executed by the State of Nevada, recorded March 21, 1952, in Book 24 of Deeds at Page 189, Eureka County, Nevada records.

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

Section 6: S1/2SW1/4;

Section 7: Lots 1 and 2 of the NW1/4;

PARCEL 5: (Nye County)

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

Section 23: W1/2SE1/4;

EXCEPTING THEREFROM an undivided 1/6 of all minerals, oil, gas and hydrocarbon substances, as granted to John I. Brown by deed recorded February 20, 1964 in Book 56 of Deeds, Page 70, Nye County, Nevada Records.

ALSO EXCEPTING THEREFROM an undivided 231/3 interest in and to all oil, gas, hydrocarbon substances within said land, as granted to Sam Rudnick by deed recorded March 11, 1957 in Book 18 of Official Records at Page 190, Nye County, Nevada Records.

ALSO EXCEPTING THEREFROM an undivided 40% interest in and to all mineral rights, including but not limited to, "crude oil", petroleum, gas brea, asphaltum, or any kindred substance with and underlying as reserved in the deed executed by Eureka Livestock Company, recorded in Book 25 of Official Records, Page 482, Nye County, Nevada Records.

FURTHER EXCEPTING THEREFROM all mineral rights and interest, including coal, gas and other hydrocarbons, and all other metallic and non-metallic mineral ores and substances, and geothermal steam, hot water, hot brines, thermal energy and gasses as conveyed by Valiant Farms-Eureka, Inc., to APAL, a limited partnership, by various documents of record.

The above interest in minerals by mesne of conveyances was transferred to Daniel H. Russell by deed recorded April 1, 1988 in Book 624 of Official Records, Page 337 as File No. 206511, Nye County, Nevada Records.

## EXHIBIT A - LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Kern Unincorporated and described as follows:

### PARCEL 1:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO TILE OFFICIAL PLAT THEREOF.

EXCEPT ALL THE COAL AND OTHER MINERALS IN SAID LAND, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, PURSUANT TO THE PROVISIONS AND LIMITATION OF THE ACT OF DECEMBER 29, 1916 (39 STAT. 862) AS EXCEPTED AND RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED APRIL 9, 1924 IN BOOK 19, PAGE 166 OF OFFICIAL RECORDS.

APN: 074-030-27

### PARCEL 2:

THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING FROM THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, ALL THE OIL AND GAS IN THE LANDS SO PATENTED, AND TO IT, OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM THE SAME UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914, (38 STAT. 509), AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED IN BOOK 21 PAGE 380 OF PATENTS.

EXCEPTING FROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID LAND ALL THE COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED IN BOOK 21 PAGE 379 OF PATENTS.

EXCEPTING UNTO THE GRANTOR ALL REMAINING OIL, GAS, HYDROCARBON SUBSTANCES OR OTHER MINERAL INTEREST IN AND UNDERLYING SAID LAND, BY THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 27, 2000, FILE NO. 0200120218, OF OFFICIAL RECORDS.

APN: 074-010-17

### PARCEL 3:

THE NORTH HALF OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL THE OIL AND GAS IN THE LANDS SO PATENTED, AND TO IT, OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS FROM THE SAME UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE

PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914 (38 STAT., 509) AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED APRIL 9, 1924 IN BOOK 19, PAGE 167 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS IN- AND UNDER SAID LAND AS EXCEPTED IN THE DEED FROM JULIE BESSONART RECORDED JANUARY 18, 1984 IN BOOK 5624, PAGE 433, OF OFFICIAL RECORDS.

APN: 074-050-03

PARCEL 4:

THAT CERTAIN REAL PROPERTY IDENTIFIED AS LOT 3 IN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 55-10 RECORDED AUGUST 10, 2011, INSTRUMENT NO. 000211101369, OF OFFICIAL RECORDS, BEING AN ADJUSTMENT OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN AND PARCELS 1 AND 2 OF PARCEL MAP NO. 10270 FILED FOR RECORD IN BOOK 48 PAGES 37 THROUGH 39 OF PARCEL MAPS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35, MARKED BY A 2 INCH IRON PIPE MARKED FOR CORNER AND TAGGED "LS 3779" PER RECORD OF SURVEY FILED FOR RECORD IN BOOK 18 AT PAGE 192 OF RECORD OF SURVEYS, IN THE OFFICE OF THE KERN COUNTY RECORDER; THENCE SOUTH 89° 24' 28" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 2044.61 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING 11 COURSES:

1) CONTINUING SOUTH 89° 24' 28" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 593.16 FEET TO THE NORTH QUARTER CORNER OF SAID

SECTION 35, SAID POINT ALSO BEING THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE

2) NORTH 00° 40' 00" EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 26, A DISTANCE OF 2645.22 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 26; THENCE

3) SOUTH 89° 31' 35" EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 26 A DISTANCE OF 2646.43 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE

4) SOUTH 00° 51' 54" WEST, ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 2650.73 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26; SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 35; THENCE

5) SOUTH 01° 10' 02" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 1700.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 2; THENCE

6) NORTH 84° 31' 36" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 363.97 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE

7) NORTH 75° 27' 38" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1142.66 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE

8) SOUTH 87° 49' 17" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1166.36 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE

9) NORTH 01° 13' 15" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 792.18 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE

10) NORTH 89° 27' 28" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF

585.94 FEET; THENCE

11) DEPARTING SAID SOUTHERLY LINE, NORTH 00° 35' 32" EAST, A DISTANCE OF 658.29 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS IN THE LANDS SO PATENTED, AND TO IT, OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM THE SAME UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914 (3 STAT., 509), AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED MAY 25, 1927 IN BOOK 181, PAGE 10 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL AND GAS IN SAID LAND AND THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS FROM THE SAME UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914(38 STAT., 509) AS EXCEPTED AND RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA RECORDED IN BOOK 181, PAGE 10 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS IN AND UNDER SAID LAND AS EXCEPTED IN THE DEED FROM JULIE BESSONART RECORDED JANUARY 18, 1984 IN BOOK 5624, PAGE 433, OF OFFICIAL RECORDS.

APN: 074-050-04 AND 074-050-74

PARCEL 5:

THE EAST HALF OF LOTS 1 AND 2 OF THE NORTHEAST QUARTER; EAST HALF OF THE SOUTHEAST QUARTER; WEST HALF OF LOT 2 OF THE NORTHEAST QUARTER; THE WEST HALF OF LOT 1 OF THE NORTHWEST QUARTER; LOT 2 OF NORTHWEST QUARTER; THE NORTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL THE COAL AND OTHER MINERALS IN THE LANDS SO ENTERED AND PATENTED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STAT., 862), AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED DECEMBER 15, 1929, IN BOOK 327, PAGE 385, OF OFFICIAL RECORDS.

APN: 074-090-01

PARCEL 6:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA; ACCORDING TO THE OFFICIAL HAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS IN THE LANDS SO PATENTED, AND TO IT, OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM THE SAME UPON COMPLIANCE WITH THE CONDITIONS OF AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914 (3 STAT., 509), AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED JANUARY 14, 1928 IN BOOK 220, PAGE 273 OF OFFICIAL RECORDS.

APN: 074-010-11

PARCEL 7:

THAT CERTAIN REAL PROPERTY IDENTIFIED AS LOT 1 IN CERTIFICATE OF COMPLIANCE FOR

LOT LINE ADJUSTMENT NO. 55-10 RECORDED AUGUST 10, 2011, INSTRUMENT NO. 000211101369, OF OFFICIAL RECORDS, BEING AN ADJUSTMENT OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN AND PARCELS 1 AND 2 OF PARCEL MAP NO. 10270 FILED FOR RECORD IN BOOK 48 PAGES 37 THROUGH 39 OF PARCEL MAPS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 27 SOUTH, RANGE 27 EAST! MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35, MARKED BY A 2 INCH IRON PIPE MARKED FOR CORNER AND TAGGED "LS3779" PER RECORD OF SURVEY FILED FOR RECORD IN BOOK 18 AT PAGE 192 OF RECORD OF SURVEYS, IN THE OFFICE OF THE KERN COUNTY RECORDER; THENCE ALONG THE FOLLOWING 4 COURSES:

- 1) SOUTH 89° 24' 28" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 2044.61 FEET; THENCE
- 2) DEPARTING SAID NORTH LINE AT RIGHT ANGLES, SOUTH 00° 35' 32" WEST, A DISTANCE OF 658.29 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 2; THENCE
- 3) NORTH 89° 27' 28" WEST, ALONG SAID SOUTHERLY LINE AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2057.49 FEET TO THE WEST LINE OF SAID SECTION 35; THENCE
- 4) NORTH 01° 42' 34" EAST, ALONG SAID WEST LINE, A DISTANCE OF 660.21 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF ANY KIND OR CHARACTER, IN, ON, OR THEREUNDER, AS RESERVED IN DEEDS OF RECORD.

APN: 074-050-72

PARCEL 8:

THE SOUTH HALF OF SECTION 1, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS PER THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF ANY KIND OR CHARACTER, IN, ON, OR THEREUNDER, AS RESERVED IN DEED RECORDED DECEMBER 26, 1962 IN BOOK 3558, PAGE 978, OF OFFICIAL RECORDS.

APN: 074-010-06

PARCEL 9:

ALL OF FRACTIONAL SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING SOUTHERLY OF THE CENTERLINE OF FAMOSO-WOODY ROAD, AKA COUNTY ROAD #784.

EXCEPTING THEREFROM, ALL OIL, GAS, OIL SHALE, COAL AND ANY OTHER HYDROCARBONS OF WHATSOEVER NATURE, PHOSPHATE, SODIUM, GOLD, SILVER, GEOTHERMAL RESOURCES, AND ALL OTHER MINERAL DEPOSITS IN AND UNDER SAID REAL PROPERTY, WITH THE RIGHT TO ENTER THEREON AND UTILIZE ANY AND ALL PORTIONS OF THE SURFACE AND SUBSURFACE OF SAID LANDS AS GRANTOR MAY DEEM NECESSARY OR DESIRABLE TO EXPLORE FOR, OPERATE FOR, DEVELOP, PRODUCE, TREAT, STORE THEREON, REMOVE AND TRANSPORT THEREFROM SUCH SUBSTANCES, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL, OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND THE RIGHT TO DRILL NEW WELLS, TO CONVERT NON-PRODUCTIVE



WELLS, REDRILL, DEEPEN, REWORK OR REPAIR ANY WELL ON SAID PROPERTY FOR THE DISPOSAL OF WASTE WATER, AND WITH THE RIGHT TO PLACE AND MAINTAIN ON SAID PREMISES ALL STRUCTURES, EXCEPT FOR A REFINERY, AS MAY BE NECESSARY OR CONVENIENT IN SUCH OPERATIONS TOGETHER WITH ALL NECESSARY RIGHTS OF WAY FOR ROADS, PIPELINES, POWER, TELEPHONE AND TELEPHONE LINES, WITH FULL AND FREE RIGHT OF INGRESS AND EGRESS FROM SAID LANDS WHICH GRANTOR DEEMS DESIRABLE FOR THE EXERCISE OF THE RIGHTS HERE EXCEPTED AND RESERVED, TOGETHER WITH THE RIGHT TO DEVELOP, PRODUCE AND USE ALL WATER REQUIRED') FOR OPERATIONS HEREUNDER, THE RIGHT TO INSTALL ON SAID PROPERTY NECESSARY FACILITIES FOR THE DISPOSAL OF WASTE WATER, THE RIGHT TO INJECT INTO SAID PROPERTY WASTE WATER REMOVED FROM SAID PROPERTY AND OTHER LANDS REGARDLESS OF OWNERSHIP THEREOF, AND THE RIGHT TO REMOVE AT ANY TIME ALL STRUCTURES, EQUIPMENT AND PROPERTY PLACED BY GRANTOR IN, UNDER AND UPON SAID LANDS PROVIDED, HOWEVER, THAT IF THE EXERCISE OF SUCH RIGHTS DEPRIVES THE OWNER OF THE SURFACE OF SAID LANDS OF THE USE OF THE SURFACE OF AGRICULTURAL PURPOSES OR IF THE EXERCISE OF SUCH RIGHTS DAMAGES CROPS OR AGRICULTURAL IRRIGATION FACILITIES, THE OWNER OF THE SURFACE OF SAID LAND WILL BE ENTITLED TO REASONABLE COMPENSATION THEREFOR. ANY DISPUTE REGARDING THE AMOUNT OF SUCH COMPENSATION WILL BE RESOLVED BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY SHALL BEAR IN EQUAL PORTION OF THE COSTS OF ANY ARBITRATION AS RESERVED IN THE DEED FROM GETTY OIL COMPANY, A DELAWARE CORPORATION RECORDED FEBRUARY 27, 1985 IN BOOK 5737 PAGE 1570, AND AS MODIFIED BY AN AGREEMENT RECORDED FEBRUARY 2, 1987 IN BOOK 5966 PAGE 276, BOTH OFFICIAL RECORDS AS DOCUMENT NO. 012601.

APN: 074-010-28

PARCEL 10:

PARCEL A:

THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF ANY KIND OR CHARACTER, IN, ON, OR THEREUNDER, AS RESERVED IN DEEDS OF RECORD.

PARCEL B:

THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF ANY KIND OR CHARACTER, IN, ON, OR THEREUNDER, AS RESERVED IN DEEDS OF RECORD.

APN: 074-050-02

PARCEL 11:

THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING ALL OIL GAS, OIL SHALE, COAL AND OTHER HYDROCARBONS OF WHATSOEVER NATURE, PHOSPHATE, SODIUM, GOLD, SILVER, GEOTHERMAL RESOURCES, AND ALL OTHER MINERALS DEPOSITS IN AND UNDER SAID REAL PROPERTY, WITH THE RIGHT TO ENTER THEREON AND UTILIZE THE SURFACE AND SUBSURFACE OF SAID LANDS, AS GRANTOR MAY DEEM NECESSARY OR DESIRABLE TO EXPLORE FOR, OPERATE FOR, DEVELOP, PRODUCE, TREAT, STORE THEREON, REMOVE AND TRANSPORT THEREFROM SUCH SUBSTANCES, TOGETHER WITH ALL NECESSARY RIGHTS OF WAY FOR ROADS, PIPELINES, POWER, TELEPHONE AND TELEGRAPH LINES, WITH FULL AND FREE RIGHT OF INGRESS TO AND EGRESS FROM SAID LANDS WHICH GRANTOR DEEMS DESIRABLE FOR THE EXERCISE OF THE

RIGHTS HERE EXCEPTED AND RESERVED, TOGETHER WITH THE RIGHT TO DEVELOP, PRODUCE AND USE WATER REQUIRED FOR OPERATIONS HEREUNDER; PROVIDED, HOWEVER, THAT THE OWNER OF THE SURFACE SHALL BE ENTITLED TO COMPENSATION FOR THE REASONABLE VALUE OF THE SURFACE AREA UTILIZED IN THE EXERCISE OF SUCH RIGHTS AND FOR THE REASONABLE VALUE OF ANY CROPS, FACILITIES, STRUCTURES OR OTHER SURFACE IMPROVEMENTS DAMAGED THEREBY. ANY DISPUTE REGARDING THE AMOUNT OF COMPENSATION WILL BE RESOLVED BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY SHALL BEAR AN EQUAL PORTION OF THE COSTS OF ANY ARBITRATION AS EXCEPTED AND RESERVED IN DEEDS OF RECORD.

APN: 074-050-05

PARCEL 12:

THE SOUTH HALF OF THE NORTHEAST QUARTER; THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM ALL OIL, GAS, OIL SHALE, COAL AND OTHER HYDROCARBONS OF WHATSOEVER NATURE, PHOSPHATE, SODIUM, GOLD, SILVER, GEOTHERMAL RESOURCES, AND ALL OTHER MINERAL DEPOSITS IN AND UNDER SAID REAL PROPERTY, WITH THE RIGHT TO ENTER THEREON AND UTILIZE THE SURFACE AND SUBSURFACE OF SAID LANDS AS GRANTOR MAY DEEM NECESSARY OR DESIRABLE TO EXPLORE FOR, OPERATE FOR, DEVELOP, PRODUCE, TREAT, STORE THEREON, REMOVE AND TRANSPORT THEREFROM SUCH SUBSTANCES, TOGETHER WITH ALL NECESSARY RIGHTS OF WAY FOR ROAD, PIPELINES, POWER, TELEPHONE AND TELEGRAPH LINES, WITH FULL AND FREE RIGHT OF INGRESS TO AND EGRESS FROM SAID LANDS WHICH GRANTOR DEEMS DESIRABLE FOR THE EXERCISE OF THE RIGHTS HERE EXCEPTED AND RESERVED, TOGETHER WITH THE RIGHT TO DEVELOP, PRODUCE AND USE WATER REQUIRED FOR OPERATIONS HEREUNDER; PROVIDED, HOWEVER, THAT THE OWNER OF THE SURFACE SHALL BE ENTITLED TO COMPENSATION FOR THE REASONABLE VALUE OF THE SURFACE AREA UTILIZED IN THE EXERCISE OF SUCH RIGHTS AND FOR THE REASONABLE VALUE OF ANY CROPS, FACILITIES, STRUCTURES OR OTHER SURFACE IMPROVEMENTS DAMAGED THEREBY. ANY DISPUTE REGARDING THE AMOUNT OF COMPENSATION WILL BE RESOLVED BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY SHALL BEAR AN EQUAL PORTION OF THE COSTS OF ANY ARBITRATION, AS RESERVED BY GETTY OIL COMPANY IN DEED RECORDED JULY 11, 1986, IN BOOK 5892, PAGE 2103, OF OFFICIAL RECORDS.

APN: 074-050-09

PARCEL 13:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM ALL OIL, GAS, OIL SHALE, COAL AND OTHER HYDROCARBONS OF WHATSOEVER NATURE, PHOSPHATE, SODIUM, GOLD, SILVER, GEOTHERMAL RESOURCES, AND ALL OTHER MINERAL DEPOSITS IN AND UNDER SAID REAL PROPERTY, WITH THE RIGHT TO ENTER THEREON AND UTILIZE THE SURFACE AND SUBSURFACE OF SAID LANDS AS GRANTOR MAY DEEM NECESSARY OR DESIRABLE TO EXPLORE FOR, OPERATE FOR, DEVELOP, PRODUCE, TREAT, STORE THEREON, REMOVE AND TRANSPORT THEREFROM SUCH SUBSTANCES, TOGETHER WITH ALL NECESSARY RIGHTS OF WAY FOR ROAD, PIPELINES, POWER, TELEPHONE AND TELEGRAPH LINES, WITH FULL AND FREE RIGHT OF INGRESS TO AND EGRESS FROM SAID LANDS WHICH GRANTOR DEEMS DESIRABLE FOR THE EXERCISE OF THE RIGHTS HERE EXCEPTED AND RESERVED, TOGETHER WITH THE RIGHT TO DEVELOP, PRODUCE AND USE WATER REQUIRED FOR OPERATIONS HEREUNDER; PROVIDED, HOWEVER, THAT THE OWNER OF THE SURFACE SHALL BE ENTITLED TO COMPENSATION FOR THE REASONABLE VALUE OF THE SURFACE AREA UTILIZED IN THE EXERCISE OF SUCH RIGHTS

AND FOR THE REASONABLE VALUE OF ANY CROPS, FACILITIES, STRUCTURES OR OTHER SURFACE IMPROVEMENTS DAMAGED THEREBY. ANY DISPUTE REGARDING THE AMOUNT OF COMPENSATION WILL BE RESOLVED BY ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY SHALL BEAR AN EQUAL-PORTION OF THE COSTS OF ANY ARBITRATION, AS RESERVED BY GETTY OIL COMPANY IN DEED RECORDED JULY 11, 1986, IN BOOK 5892, PAGE 2103, OF OFFICIAL RECORDS.

APN: 074-050-011

PARCEL 14:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM ALL THE OIL AND GAS IN SAID LAND TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS FROM SAME UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF JULY 17, 1914 (38 STAT. 509) AS EXCEPTED AND RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO FAUSING MIER NORIEGA, RECORDED OCTOBER 20, 1917 IN BOOK 19 PAGE 281, OF PATENTS, KERN COUNTY RECORDS.

APN: 074-061-35

PARCEL 15:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE WEST HALF OF LOT 1 OF THE NORTHEAST QUARTER; THE EAST HALF OF LOT 1 OF THE NORTHWEST QUARTER; LOT 1 OF THE SOUTHWEST QUARTER; AND THE SOUTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 28 EAST, M.D.B.M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL.

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

APN: 074-090-02

PARCEL 16:

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 27 EAST, M.D.B.M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL.

APN: 074-010-08 AND 074-010-09

PARCEL 17:

THE NORTH HALF OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 27 EAST, M.D.B.M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL.

APN: 074-010-011

(End of Legal Description)

Exhibit C  
Water Rights and Irrigation

Permit	Certificate	Source	Duty	Use	Acres
<b>Fish Creek Ranch - Following water rights are in the name of Fish Creek Ranch, LLC with the State of Nevada - Division of Water Resources.</b>					
2465	0396	Spring	356.57 AFA	Irrigation	98.50
4889	0973	Stream	199.50 AFA	Irrigation	66.50
10907	2797	Underground	0.011 c.f.s.	Stockwatering	350 Head Cattle
12170	3974	Underground	50.96 AFA	Irrigation	12.74
12191	4205	Stream	6.720891 AFA	Stockwatering	300 Head Cattle
13723	3987	Spring	5,174.40 AFA	Irrigation	1,471.41503
64648	Permit Only	Spring	1,472.73 AFA	Irrigation	Corrects location under Permit 13723
64649	Permit Only	Spring	63.00 AFA	Irrigation	See Comment
TOTAL WATER RIGHTED ACRES				Irrigation	2,012.74
<b>Bartine Ranch - Following water rights are in the name of Wise Family Development, LLC with the State of Nevada - Division of Water Resources.</b>					
79962	Permit Only	Underground	1,120 AFA	Irrigation	280.00
79963	Permit Only	Underground	1,120 AFA	Irrigation	280.00
79964	Permit Only	Underground	1,120 AFA	Irrigation	280.00
<b>Falkner Place - The following water right is in the name of Fish Creek Ranch, LLC with the State of Nevada - Division of Water Resources.</b>					
V09301	N/A	Stream	Unknown	Irrigation	45.00

AFA - Acre-feet Annually  
c.f.s. - Cubic Feet per Second

Certificates 396, 973, 3987, Permits 64648 and 64649 shall not exceed 5,669.40 acre-feet annually and 2,000 acres. Therefore, 2,000 acres plus Certificate 3974 allowing 12.74 acres equals 2,012.74 water righted acres.

**The Permits/Certificates are in the name of Fish Creek Ranch, LLC with the State of Nevada - Division of Water Resources.**

Fish Creek Ranch, LLC - 6 irrigation center pivots

Irrigation Systems	Make	Length	Pressure
Irrigation Pivot	Zimmatic Pivot	1,320'	Low
Irrigation Pivot	Valley Pivot	1,320'	Low
Irrigation Pivot	TL Pivot	1,320'	Low
Irrigation Pivot	TL Pivot	1,320'	Low
Irrigation Pivot	Pierce Micro Pivot	660'	Low
Irrigation Pivot	Pierce Micro Pivot	660'	Low
Irrigation Pivot	Pierce Micro Pivot	660'	Low

Irrigation water is pumped via 4 ditch pumps to the pivots with 3 Variable Frequency Drives. The 2 smaller receive irrigation water via a diesel motor that pumps water to them. Also, solid set and wheel-line irrigation is utilized.

The Fish Creek Ranch has a dependable and adequate water supply from springs within the Ranch to irrigate the cropland and meadow acreage.