

EUREKA COUNTY, NV

2018-234926

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LONERGAN LAW FIRM, PLLC

LISA HOEHNE, RECORDER

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

THE STATE OF NEVADA

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF EUREKA

§

THAT THE UNDERSIGNED, DISARM & PROTECT, INC., a Texas corporation, ("Grantor" whether one or more), whose address for notice hereunder is 5405 Dolphin Road, Dallas, Texas 75223, for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes, and trusts hereinafter set forth, have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto PETER SPIRO ("Trustee"), and Trustee's substitutes or successors, for the benefit of BRISCO FUNDING, LLC ("Beneficiary"), whose address for notice is One South Greeley Avenue, Suite 1B, Chappaqua, NY 10514, all of the property described on Exhibit A attached hereto and incorporated herein by reference ("Property").

TO HAVE AND TO HOLD the above described property, together with the rights, privileges, and appurtenances thereto belonging unto the said Trustee, and to Trustee's substitutes or successors forever. And Grantor does hereby bind Grantor's heirs, executors, administrators, and assigns to warrant and forever defend the said premises unto the said Trustee, Trustee's substitute or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in Trust to secure payment of that certain Real Estate Lien Note of even date herewith in the principal sum of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00), executed by Grantor, payable to the order of Beneficiary, bearing interest as therein stipulated, providing for acceleration of maturity and for attorney's fees.

Should Grantor do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantor, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantor covenants and agrees as follows:

That Grantor is lawfully seized of said property, and has the right to convey the same; that

said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

Without limiting the other requirements contained herein, Grantor has taken, and shall continue to take until the indebtedness is fully repaid and each and all of the obligations are satisfied in full, such measures as are required by any and all Anti-Terrorism Laws to assure that the funds invested in Grantor and/or used to make payments on the Indebtedness or the Obligations are derived from: (a) transactions and sources that do not violate any Anti-Terrorism Laws nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction from which they originated; and (b) permissible sources under Anti-Terrorism Laws or, to the extent such funds originate outside the United States, under the laws of the jurisdiction from which they originated. If Beneficiary reasonably believes that Grantor, Guarantor (if any), any other party, or any affiliate of any such parties may have breached any of the representations, warranties, or covenants set forth in this Deed of Trust or the other loan documents relating to any Anti-Terrorism Laws or the identity of any person or entity as a Prohibited Person, then Beneficiary shall have the right, with or without notice to Grantor, to: (1) notify the appropriate governmental authority and to take such action as such governmental authority or applicable Anti-Terrorism Laws may direct; (2) withhold Loan advances and segregate the assets constituting the Loan or any of Grantor's funds or assets deposited with or otherwise controlled by Beneficiary pursuant to the Loan Documents; (3) decline any payment (or deposit such payment with an appropriate United States governmental authority or court) or decline any prepayment or consent request; and/or (4) declare an event of Default and immediately accelerate the Loan in connection thereof. Grantor agrees that none of Grantor, Guarantor, nor any other party will assert any claim (and hereby waives, for itself and on behalf of such other parties, any claim that they may now or hereafter have) against Beneficiary or any of its affiliates, successors, assigns, representatives, or agents from any form of damages as a result of any of the foregoing actions, regardless of whether Beneficiary's reasonable belief is ultimately demonstrated to be accurate.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as maybe approved by Beneficiary and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary

at least ten (10) days before any such insurance policies shall expire; and any proceeds which Beneficiary may receive under any such policy or policies, may be applied by Beneficiary, at Beneficiary's option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantor to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantor shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the lien priority of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at Beneficiary's option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses, and attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate stated in said note and shall be paid by Grantor to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

Grantor represents and warrants and covenants and agrees that: (i) Grantor has not used and will not use and, to the best of Grantor's knowledge, no prior owner or current or prior tenant, subtenant, or other occupant of all or any part of the Property has used or is using hazardous material (as that term is hereinafter defined) on, from, or affecting the Property in any manner that violates any laws pertaining to hazardous materials applicable to Grantor or to the Property; (ii) to the best of Grantor's knowledge, no hazardous materials have been disposed of on the Property nor have any hazardous materials migrated onto the Property, in either event in violation of any laws pertaining to hazardous materials applicable to Grantor or to the Property; and (iii) Grantor will not permit or suffer any such violation of any laws pertaining to hazardous materials applicable to Grantor or to the Property.

In the event that any investigation, site monitoring, containment, clean-up, removal, restoration, or other remedial work of any kind or nature (hereinafter referred to as the "remedial work") is required under any laws pertaining to hazardous materials applicable to Grantor or to the Property, because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a hazardous material in or about the air, soil, ground water, surface water, or soil vapor at, on, about, under, or within the Property (or any portion thereof), Grantor shall within the time periods required by the applicable laws pertaining to hazardous materials, commence and thereafter diligently prosecute to completion, all such remedial work. All remedial work shall be performed by contractors reasonably approved in advance by Lender and under the supervision of a consulting engineer reasonably approved by Lender. All costs and expenses of such remedial work shall be paid by Grantor including, without limitation, Lender's reasonable attorney's fees and costs incurred in connection with

monitoring or review of such remedial work. In the event Grantor shall fail to timely prosecute to completion such remedial work, Lender may, but shall not be required to, cause such remedial work to be performed and all costs and expenses thereof or incurred in connection therewith; shall be immediately due and payable by Grantor to Lender and shall become part of the indebtedness.

Grantor shall provide Lender with prompt written notice (a) upon Grantor's becoming aware of any release or threat of release of any hazardous materials upon, under, or from the Property in violation of any laws pertaining to hazardous materials applicable to Grantor or to the Property, (b) upon Grantor's receipt of any notice from any federal, state, municipal, or other governmental agency or authority in connection with any hazardous materials located upon, under, or emanating from the Property, and (c) upon Grantor's obtaining knowledge of any incurrence of expense, for which Grantor or the Property could be liable, by any governmental agency or authority in connection with the assessment, containment, or removal of any hazardous materials located upon, under, or emanating from the Property.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantor, following the expiration of thirty (30) days from the date of written notice from Beneficiary to Grantor of such default, and the failure of Grantor to cure such default within such thirty (30) days, then and in any of such events Beneficiary may elect, Grantor hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default on the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or Trustee's successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place, and terms of the sale of the above-described and conveyed property, then subject to the lien hereof, and mailing and filing notices, as required by the laws of the State of Nevada and any subsequent amendments thereto, the Trustee shall sell the above-described property, then subject to the lien hereof, at public auction in accordance with the laws of the State of Nevada, to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantor, Grantor's executors, administrators, heirs, successors, and assigns; and out of the money arising from such sale, the Trustee acting shall pay first all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to Trustee, which commission shall be due and owing in addition to the attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, attorney's fees, and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantor, Grantor's heirs, executors, administrators, successors, or assigns; and the recitals in the conveyance to Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matter therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, Grantor's heirs, executors, administrators, successors, or assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, Trustee's substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that Beneficiary may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, Trustee's substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary, if the highest bidder, shall have the right to purchase at any sale of the property, and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above-described property, or any portion thereof, under the terms of this Deed of Trust, Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchasers at such sale, and in the event of their failure to do so they shall thereupon from and after the making such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, Purchaser's heirs or assigns, shall be entitled to institute and maintain an action for eviction (or whatever legal process is required to judicially remove someone from the property) of said property in the appropriate judicial forum in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialman's, or mechanic's lien hereinafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens, and remedies of the holder of the indebtedness so paid.

It is further agreed that if Grantor, Grantor's heirs, executors, administrators, successors, or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantor, Grantor's heirs, executors, administrators, successors, or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

As further security for the payment of the hereinabove described indebtedness, Grantor hereby transfers, assigns, and conveys unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note hereunder, Beneficiary, Beneficiary's agent or representative, is hereby authorized, at Beneficiary's option, to collect said rents, or if such property is vacant to rent the same, and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of rights to accelerate the maturity of said indebtedness nor of the right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above-described property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee, or purchaser, or any persons acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantor for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantor or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

The parties intend to conform strictly to the applicable usury laws. All agreements between lender and Borrower (or any other party liable with respect to any indebtedness under the Loan Documents) are hereby limited by the provisions of this paragraph which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any Obligations or any part thereof), shall the interest contracted for, charged, or received under the Note, or otherwise, exceed the maximum amount permissible under applicable law. If, from any possible construction of any document, interest would otherwise be payable to lender in excess of the

maximum lawful amount, any such construction shall be subject to the provisions of this paragraph and such document shall be automatically reformed and the interest payable to lender shall be automatically reduced to the maximum amount permitted under applicable law, without the necessity of execution of any amendment or new document. If lender shall ever receive anything of value which is characterized as interest under applicable law and which would, apart from this provision, be in excess of the maximum lawful amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing in the inverse order of its maturity and not to the payment of interest, or refunded to Borrower to the extent that the amount which would have been excessive interest exceeds unpaid principal. The right to accelerate maturity of the Note or any other indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and lender does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the maximum permitted by applicable law.

If this Deed of Trust is executed by only one person or by a corporation and/or limited liability company, the plural reference to Grantor shall be held to include the singular, and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantor named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors, and assigns.

Should Grantor transfer, assign, convey, or hypothecate the property described herein, or any interest therein, either legal or equitable, without the prior written consent of Beneficiary, Beneficiary shall have the right to immediately accelerate all sums due under the note secured hereby and demand immediate payment thereof. Such transfer, without Beneficiary's prior written consent, shall be an element of default hereunder and shall enable Beneficiary to exercise any and all remedies herein. Beneficiary will not unreasonably withhold consent to an assumption of the loan secured hereby. As a condition to such consent, however, Beneficiary shall have the right to approve the creditworthiness of any assignee or purchaser of any interest in the property herein described.

It is agreed and understood that Grantor shall provide to Beneficiary, on or before January 31 of each year during the term of the Note secured hereby, written evidence that all ad valorem taxes and other assessments against the property have been paid in full.

If Grantor transfers any part of the property, or any interest therein, without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event, Beneficiary will notify Grantor that the debt is payable and may, without further notice or demand to Grantor, invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three (3)

years or less without an option to purchase.

Grantor expressly represents that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit: to borrow funds for real estate development.

Additional Provisions: The laws of the State of Nevada shall control interpretation of this document.

EXECUTED this 2nd day of August, 2017.

**GRANTOR:**

DISARM & PROTECT, INC.,  
A Texas Corporation

BY:

  
JONATHAN BLOUNT, PRESIDENT

THE STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this 2nd day of August, 2017, by JONATHAN BLOUNT, in his capacity as President of Disarm & Protect, Inc., a Texas corporation, on behalf of said corporation.

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

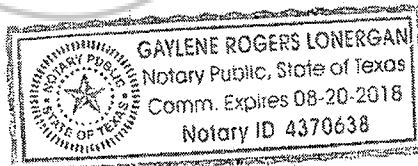




EXHIBIT A LEGAL DESCRIPTION

PARCEL A:

PARCEL 1:

LOTS 3, 6, 7, 9 AND 10 OF BLOCK 1 OF THE TOWNSITE OF PALISADE ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, NEVADA, AS FILE NUMBER 13737.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION OF SAID LAND:  
COMMENCING AT THE NORTHEAST CORNER OF LOT 9 IN BLOCK NUMBER ONE (1) OF SAID TOWNSITE OF PALISADE, THENCE WEST ALONG THE NORTH SIDE LINE OF SAID LOT 9, A DISTANCE OF 95 FEET; THENCE SOUTH PARALLEL WITH THE EAST END LINE OF SAID LOT 9 TO THE SOUTH SIDE LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE EAST END LINE OF SAID LOT 9 TO THE NORTHEAST CORNER OF SAID LOT 9, THE PLACE OF BEGINNING.

PARCEL 2:

ALL THOSE CERTAIN LOTS, PIECES ON PARCEL SITUATE IN THE TOWN OF PALISADE AS SHOWN ON "MAP OF PALISADE" SURVEY DATED DECEMBER 1908, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BLOCK A: LOTS 1 THROUGH 7

BLOCK B: LOTS 1 THROUGH 5

BLOCK C: LOTS 1 AND 2

BLOCK D: LOT 1 THROUGH 6

BLOCK E: LOTS 1 THROUGH 6

LOTS 8 THROUGH 16

LOTS 18 THROUGH 29

BLOCK F: LOTS 1 THROUGH 7

LOTS 10 THROUGH 27

BLOCK G: LOTS 1 THROUGH 34

PARCEL 3:

TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M SECTION 36; EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT CERTAIN 400 FOOT WIDE STRIP OF LAND LYING ALONG THE EXISTING RAILWAY LINES AS RESERVED BY THE CENTRAL PACIFIC RAILWAY COMPANY IN DOCUMENT RECORDED JANUARY 7, 1931, IN BOOK 21, PAGE 26, DEED RECORDS, EUREKA COUNTY, NEVADA.

PARCEL 4

TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M SECTION 36: NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; SOUTHWEST QUARTER OF THE NORTHWEST QUARTER EXCEPTING THEREFROM ALL LANDS LYING WITHIN THE BOUNDARIES OF THE TOWN OF PALISADE.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M. LYING WITHIN THAT CERTAIN 400 FOOT WIDE STRIP OF LAND BEING A RIGHT OF WAY GRANTED BY THE UNITED STATES OF AMERICA TO THE CENTRAL PACIFIC RAILWAY COMPANY PURSUANT TO AN ACT OF CONGRESS DATED JULY 1, 1862 LYING ALONG THE EXISTING RAILWAY LINE AS RESERVED BY THE CENTRAL PACIFIC RAILWAY COMPANY IN DOCUMENT RECORDED JANUARY 7, 1931 IN BOOK 21, PAGE 26, DEED RECORDS, EUREKA COUNTY, NEVADA AND AS SHOWN ON RECORD

OF SURVEY OF THE TOWN OF PALISADE, NEVADA, FOR JOHN G. AND FRANK R. SEXTON RECORDED JANUARY 9, 2007 AS DOCUMENT NO. 207725, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA, SAID STRIP OF LAND BEING SHOWN ON SAID RECORD OF SURVEY AS A STRIP OF LAND LYING 200 FEET ON EACH SIDE OF THE "CENTERLINE OF OLD S.P.R.R. RT. OF WAY" AND THAT STRIP OF LAND SHOWN ON THE ABOVE DESCRIBED RECORD OF SURVEY BEING 200 FEET IN WIDTH LYING 100 FEET ON EACH SIDE OF CENTERLINE OF THE EXISTING NEV. S.P.R.R. RIGHT OF WAY BEING DESIGNATED ON BUREAU OF LAND MANAGEMENT RECORDS AS: NEV. 043256.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M LYING WITHIN THE RIGHT OF WAY GRANTED BY THE UNITED STATES OF AMERICA TO THE WESTERN PACIFIC RAILWAY COMPANY (MERGED INTO UP ON 06/16/1987) PURSUANT TO AN ACT OF CONGRESS DATED MARCH 3, 1875, AS EVIDENCED BY MAP FILING ON JUNE 15, 1910, WITH THE U.S. SURVEYOR GENERAL'S OFFICE.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M LYING WITHIN THE PROPERTY DESCRIBED IN THE DEED DATED OCTOBER 17, 1908, FROM THE EUREKA AND PALISADE RAILWAY TO THE WESTERN PACIFIC RAILWAY COMPANY, WHICH WAS RECORDED OCTOBER 28, 1908, BOOK 16, PAGE 56, DEED RECORDS, EUREKA COUNTY, NEVADA. EXCEPTING FROM THE ABOVE DESCRIBED STRIPS OF LAND THAT PORTION OF THE 400 FOOT STRIP OF LAND DESCRIBED ABOVE LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36 WHICH LIES EASTERLY OF A LINE 200 FEET DISTANT WESTERLY AND PARALLEL TO THE CENTERLINE OF THE EXISTING S.P.R.R. AS SHOWN ON SAID RECORD OF SURVEY.

FURTHER EXCEPTING THEREFROM THOSE CERTAIN LANDS KNOWN AS THE "CEMETERY LOT" CONVEYED TO EUREKA COUNTY, NEVADA, BY DEED RECORDED AUGUST 23, 1996, IN BOOK 300, PAGE 117, AS INSTRUMENT NO. 164408, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA.

PARCEL 5:  
TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M  
SECTION 36: ALL RIGHT, TITLE AND INTEREST OF UNION PACIFIC RAILROAD COMPANY IN AND TO THAT PORTION OF THE 400 FOOT STRIP LAND AS RESERVED BY THE CENTRAL PACIFIC RAILWAY COMPANY IN DOCUMENT RECORDED JANUARY 7, 1931 IN BOOK 21, PAGE 26, DEED RECORDS AS MORE FULLY DESCRIBED IN PARCEL II OF LANDS TO BE VESTED IN UNION PACIFIC RAILROAD COMPANY AS SET FORTH IN DECREE QUIETING TITLE RECORDED MARCH 9, 2010 IN BOOK 498, PAGE 316 AS INSTRUMENT NO. 214756, OFFICIAL RECORDS OF EUREKA COUNTY, NEVADA, SAID PORTION TO BE ALL THAT PART OF SAID RIGHT OF WAY LYING WESTERLY OF A LINE 200 FEET DISTANT AND PARALLEL TO THE CENTERLINE OF THE EXISTING S.P.R.R. AS SHOWN ON THE ABOVE DESCRIBED RECORD OF SURVEY.

**Lonergan Law Firm PLLC  
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Dallas, Texas 75243**

**CONFIDENTIAL**