EUREKA COUNTY, NV

2021-244715

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FIRST AMERICAN TITLE RENO

LISA HOEHNE, CLERK RECORDER

A.P.N.: 003-581-05, 003-581-07, 003-581-09, 003-581-12, 003-582-02, 003-582-04, 003-583-02, 003-584-01, 003-591-02, 003-591-04, 003-591-06, 003-591-07, 003-592-01, 004-370-20, 004-370-21, & 004-380-03

File No: 121-2608574

Recording Requested by:

First American Title Insurance Company

When Recorded Mail To: Brisco Funding One South Greeley Avenu, Suite 3 Chappaqua, NY 10514

Construction Deed of Trust, Assignment of Rents and Security Agreement

This page added to provide additional information required by NRS 111.312 Section 1-2

This cover page must be typed or printed clearly in black ink only.

RECORD AND RETURN TO:

Brisco Funding
One South Greeley Ave Suite 3
Chappaqua, NY 10514

(Space Above For Recorder's Use)

CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS DEED OF TRUST IS A "CONSTRUCTION DEED OF TRUST" WITHIN THE MEANING OF N.J.S.A. §12A:9-334

THIS DEED OF TRUST SECURES FUTURE ADVANCES IN ACCORDANCE WITH THE TERMS OF THE CONSTRUCTION LOAN AGREEMENT (AS HEREINAFTER DEFINED).

DEFINITIONS

In addition to the capitalized terms defined where used, words used in multiple sections of this Deed of Trust and/or the corresponding Loan Documents are defined below.

- (A) "Borrower" is Palisade Town Holdings LLC Borrower is the Mortgagor under the Deed of Trust(s).
- (B) "Lender" is Brisco Funding LLC. Lender is a Limited Liability Company, organized and existing under the laws of Delaware. Lender's address is One South Greeley Ave Suite 3, Chappaqua, NY 10514. Lender is the Deed of Truste under the Deed of Trust(s).
- (C) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under the Deed of Trust(s).
- (D) "Loan Documents" means collectively the Construction Loan Agreement, Note, Deed of Trust(s) and all other documents executed and/or delivered in connection with the Loan.
- (E) "Note" means the promissory note signed by Borrower and dated February 24, 2021. The Note states that Borrower owes Lender 25,000.00Dollars (U.S. \$25,000.00) plus interest, or so much thereof as is advanced pursuant to that certain Loan Agreement, dated the date hereof, between Borrower and Lender (the "Construction Loan Agreement"). Borrower has promised to pay this debt in regular monthly payments and to pay the debt in full not later than February 24, 2023(the "Maturity Date").

This Construction Deed of Trust, Assignment of Rents and Security Agreement, (the "Deed of Trust") made on February 24, 2021, among Palisade Town Holdings LLC, A Nevada Limited Liability Company (the "Mortgagor"), whose address is 19 Mary Lane, Riverside, CT 06878 and Brisco Funding LLC, a Delaware LLC, as Deed of Truste (together with its successors and assigns, the "Lender") whose address is One South Greeley Ave Suite 3, Chappaqua, NY 10514.

Witnesseth:

THAT MORTGAGOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO LENDER that property in Eureka County, Nevada, described as:

See Legal Description Attached 'Exhibit A' incorporated herein	by reference
APN: [n/a] (ACCESSOR'S PARCEL NUMBER	
Street Address: Town of Palisade	

TOGETHER WITH the rents, issues and profits thereof, all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the subject property and any improvements thereon, and all amendments and modifications thereof, and all other construction related agreements in any way relating to the development, construction or use of the subject property, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Lender by Section 11 of the provisions set forth below to collect and apply such rents, issues and profits. For the Purpose of Securing: 1. Performance of each agreement of Mortgagor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension of renewal thereof, in the principal sum of \$25,000.00 executed by Mortgagor in favor of Lender or order. 3. Payment of such further sums as the then record owner of such property hereafter may borrow from Lender, when evidenced by another note (or notes) reciting it is so secured. 4. All obligations under the Construction Loan Agreement.

A default under any other Deed of Trust securing the above-referenced promissory note shall constitute a default under this Deed of Trust as well.

To Protect the Security of This Deed of Trust, Mortgagor Agrees:

- 1. That Mortgagor will observe and perform said provisions; and that the reference to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.
- 2. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violations of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.
- 3. To provide, maintain and deliver to Lender fire insurance satisfactory to and with loss payable to Lender listed as additional insured, as more particularly set forth in this Deed of Trust. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured herein and in such order as Lender may determine or at option of Lender the entire amount so collected or any part hereof may be released to Mortgagor. Such application or release shall not cure or waive any default or notice of default herein under or invalidate any act done pursuant to such notice.

- 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Lender may appear, and in any suit brought by Lender to record this Deed of Trust.
- 5. To pay; at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or a part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Deed of Trust.

Should Mortgagor fail to make any payment or to do any act as herein provided, then Lender, but without obligation to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may be deemed necessary to protect the security herein. Lender being authorized to enter upon said property for such purposes; appear in and defend any action or preceding purporting to affect the security hereof or the rights or powers of Lender; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- 6. To pay immediately and without demand all sums so expended by Lender, with interest from date of expenditure at the amount allowed by law in effect at the date hereon, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Lender not to exceed the maximum allowed by law at the time when said statement is demanded.
- 7. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Lender, who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 8. That by accepting payment of any sum secured hereby after its due date, Lender does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- 9. That at any time or from time to time, without liability therefore and without notice, upon written request of Lender and presentation of this Deed of Trust and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Lender may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement therein; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 10. That upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Lender for cancellation and retention and upon payment of its fees, Lender shall reconvey, without warranty, the property held hereunder. The recitals in such RECONVEYANCE of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto". Five years after issuance of such full RECONVEYANCE, Lender may destroy said Note and this Deed of Trust (unless directed in such request to retain them).

- That as additional security, Mortgagor hereby gives to and confers upon Lender the right, power and authority during the continuance of this Deed of Trust, to collect the rents, issues and profits of said property, reserving unto Mortgagor the right, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collected and retain such rents, issues and profits as they become due and payable. Upon any such default, Lender may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expense of operation and collection, including reasonable attorney's fees, upon indebtedness secured hereby, and in such order as Lender may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 12. That upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, under the note secured hereby, or under the Construction Loan Agreement, Lender may declare all sums secured hereby immediately due and payable by delivery to Lender of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Lender shall cause to be filed for record.
- 13. That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Lender shall mean the owner and holder, including pledges of the note secured hereby whether or not named as Lender herein. In this Deed of Trust, whenever the contest so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- Mortgagor shall, at Mortgagor's expense, maintain in force fire and extended coverage 14. insurance in any amount of not less than the full replacement value of any building which may exist on the subject property, with loss payable to Lender. Mortgagor shall provide fire insurance protection on Mortgagor's furniture, fixtures and personal property on the subject real property in an amount equal to the full replacement value thereof, and promises that any insurance coverage in this regard will contain a waiver of the insurers' right of subrogation against Lender. In addition, Mortgagor shall, at Mortgagor's expense, maintain in force policies of liability insurance and, if applicable, flood insurance, with Lender as loss payee and as an additional insured thereunder, insuring Mortgagor against all claims resulting from the injury to or the death of any person or the damage to or the destruction of any property belonging to any person by reason of Lender's interest hereunder or the use and occupancy of the subject real property by Mortgagor. Such insurance shall be in the following amounts: (1) \$1,000,000.00 combined single limit liability insurance covering property damage and bodily injury; [and] (2) flood insurance is required if the collateral is located in a flood zone equal to the replacement cost of the subject real property. At least thirty (30) days prior to the expiration of a policy, Mortgagor shall deliver to Lender a renewal policy in a form satisfactory to Lender. If Mortgagor obtains any other insurance on the subject real property, such insurance shall name the Lender as additional insured and loss payee thereunder.
- 15. If all or any part of the subject property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person), or a lien or encumbrance is created upon such property, voluntarily or involuntarily, or if Mortgagor shall file or have filed against it and/or the property any proceeding for relief of debtors under the United States Bankruptcy Code, in each case without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust. If Lender exercises this

option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Deed of Trust. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Mortgagor.

- 16. Lender may make or cause to be made reasonable entries upon and inspections of the real property securing this Deed of Trust.
- Mortgagor shall promptly notify Lender of any action or proceeding relating to any 17. condemnation or other taking, whether direct or indirect, of the property securing this Deed of Trust or any part thereof and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Mortgagor authorizes Lender, at Lender's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Lender's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the subject property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the subject property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender subject, if this Deed of Trust is on a leasehold, to the rights of lessor under the ground lease. Mortgagor authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the subject property or to payment of the sums secured by this Deed of Trust, whether or not then due, in the order of application set forth in Section 3 hereof, with the balance, if any, to Mortgagor. Unless Mortgagor and Lender otherwise agree in writing. any application of proceeds to Principal (as defined in the Note) shall not extend or postpone the due date of the monthly installments referred to in Sections 1 and 2 hereof or change the amount of such installments. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.
- This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the subject property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Lender a security interest in said items. Mortgagor agrees that Lender may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the subject property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Deed of Trust in such form as Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. For purposes of filing and recording this Deed of Trust in, among other places, the real estate records of the county in which the subject property is located, the following information is included: (i) the Mortgagor shall be deemed the "Debtor" with the address set forth for the Mortgagor on the first page of this Deed of Trust which the Mortgagor certifies is accurate, (ii) the Lender shall be deemed to be the "Secured Party" with the address set forth for the Lender on the first page of this Deed of Trust and shall have all of the rights of a secured party under the Uniform Commercial Code, (iii) this Deed of Trust covers goods which are or are to become

- fixtures, (iv) the name of the record owner of the land is Mortgagor, (v) if Mortgagor is an entity, the organizational identification number of Mortgagor is [n/a], and the Mortgagor is organized under the laws of the State of NV. Upon Mortgagor's breach of any covenant, representation, warranty or agreement of Mortgagor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Deed of Trust as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the subject property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Deed of Trust.
- 19. Any default under this Deed of Trust shall constitute a default under all promissory notes and Deed of Trusts Mortgagor has executed in favor of Lender. Mortgagor shall be in default if, during the Loan application process, Mortgagor or any persons or entities acting at the direction of Mortgagor or with Mortgagor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Mortgagor's use of the subject property solely for business and/or commercial purposes.
- 20. Future Advances. This Deed of Trust is given for the purpose of securing loan advances and other extensions of credit which Lender has made and may make to or for the benefit of Mortgagor pursuant and subject to the terms and provisions of the Construction Loan Agreement and the other Loan Documents. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Deed of Trust shall secure unpaid balances of loan advances, other extensions of credit made after this Deed of Trust is recorded, whether made pursuant to an obligation of Lender or otherwise, and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof, although there may be no indebtedness outstanding at the time any advance is made and although such advances may from time to time be repaid to a zero balance and thereafter readvanced. Such loan advances may or may not be evidenced by guarantees or notes executed pursuant to the other Loan Documents.
- Indemnity. The Mortgagor agrees to indemnify each of the Deed of Trustes, each legal entity, if any who controls the Deed of Truste and each of their respective directors, officers and employees (the "Indemnified Parties"), and to hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all reasonable fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Mortgagor), in connection with or arising out of the matters referred to in this Deed of Trust or in the other Loan Documents, whether (a) arising from or incurred in connection with any breach of a representative, warranty or covenant by the Mortgagor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Deed of Trust, payment of any Loan and assignment of any rights hereunder.
- 22. <u>WAIVER OF JURY TRIAL</u>. THE MORTGAGOR IRREOVCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION,

PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS DEED OF TRUST, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS DEED OF TRUST OR ANY TRANSACTION CONTEMPLATED IN ANY WAY OF SUCH DOCUMENTS. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

23. Nevada Provisions

Mortgagor will not make deduction from or claim credit on the Principal or interest secured by this Deed of Trust by reason of any governmental taxes, assessments or charges. Mortgagor will not claim any deduction from the taxable value of the subject property by reason of this Deed of Trust.

This Deed of Trust secures a loan which by its terms is subject to modification as defined in N.J.S.A. 46:9-8.1.

The Mortgagor acknowledges that it has read and understood all the provisions of this Deed of Trust, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

Dated: February 24, 2021

MORTGAGOR:

V Kallerd

Palisade Town Holdings LLC

Robert Walcott Thurman

Title-

Date

EXHIBIT A

(DESCRIPTION OF PROPERTY)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nowy)(())	
County of Natsau) \			
On 4 ~ 27 , 2024,	before me,	n philp N	stood profe	
Notary Public, personally appeared_	Roberst Wa	Cot Thurman	t name of notary)	
who proved to me on the basis of sat	isfactory evidence to	be the person(s) whos	e name(s) is/are su	
to the within instrument and acknowledge	owledged to me that	he/she/they executed	the same in his/	her/their
authorized capacity(ies), and that by				
upon behalf of which the person(s) a			and personally, or t	no onnicy
upon bonan or whom the person(s) t	iotoa, encouted ale mi	d diffont.	>	
I certify under PENALTY	OF PERHIRV under	the laws of the State	of NICO	that the
		the laws of the State	⁵⁰¹ — 10 / —	quat me
foregoing paragraph is true and corre	ect.		/	
- yrammag			/	
WITNESS my hand and off	icial seal.	()	JOHN PH	
			FARY PUBLIC-STATE	E OF NEW YORK
	/		No. 01PH60	97182
Signature			(Seal) ed in Nas:	
		/ N	ly Commission Expi	ires 08-08-2023
MAIL TAX STATEMENTS AS DIRECTED ABOVE				

EXHIBIT '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 OUARTER OF THE NORTHWEST OUARTER

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 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.

