

Order No. 83-31734(E) T  
Escrow No.  
Loan No.

WHEN RECORDED MAIL TO:

Barclays Mortgage Corporation  
17702 Cowan St  
Irvine, California 92714

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made October 20, 1983 (LONG FORM), between  
MEADOW VALLEY PROPERTIES, a Nevada General Partnership, herein called TRUSTOR,  
whose address is 30131 Town Center Dr #140, Laguna Niguel, California 92677  
(Number and Street) (City) (State)  
FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and  
BARCLAYS MORTGAGE CORPORATION, a California corporation

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of Lincoln, State of Nevada, herein called BENEFICIARY, described as:

legal description attached hereto and made a part hereof  
*This Trust Deed is being re-recorded for the sole purpose of correcting the Legal Description contained herein. SEE Exhibits 'C' & 'D' Attached Hereto For the Correct Legal Descriptions of the property intended to be Encumbered.*

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$ 270,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

- (1) 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 therefor; 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 violation 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 enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; 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 Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to enforce this Deed.
- (4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding 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.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, 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 Beneficiary not to exceed the maximum allowed by law at the time said statement is demanded.

B. It is mutually agreed:

- (1) 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 Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due or all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in his sole discretion may choose and upon payment of his fees, Trustee shall reconvey, without warranty, the property then 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."
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary 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 expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary 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.

Lincoln County

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county of counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor, requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor

Signature of Trustor

Meadow Valley Properties

By: M.A. Wood Companies, Inc., an Indiana Corporation

By: Mark A. Wood, President

STATE OF CALIFORNIA  
COUNTY OF Orange

On October 20, 1983

before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Wood

and personally known to me (or proved to me on the basis

of satisfactory evidence) to be the persons who executed the within instrument as

President and Secretary, on behalf of M.A. Wood Companies

the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, said corporation being

known to me to be one of the partners of Meadow Valley Properties

the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature: Bernard F. Selz

date, personally appeared

and

ged that

seal)

JLL RECONVEYANCE



(This area for official notarial seal)

being Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated:

Please mail Deed of Trust, Note and Reconveyance to:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST WITH POWER OF SALE. FIRST AMERICAN. First American Title Insurance Company TRUSTEE. BOOK 59 PAGE 55. BOOK 57 PAGE 336.

3005 (6/82) - (Corporation as Partner or Partnership) First American Title Company

Situate in the County of Lincoln, State of Nevada,  
described as follows:

PARCEL 1:

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 19, Township 4 South, Range 07 East, M.D.B.&M.; the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4); the North Half (N 1/2) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 24, Township 4 South, Range 06 East, M.D.B.&M.; the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4); the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 25, Township 4 South, Range 06 East, M.D.B.&M.

The East Half (E 1/2) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the North Half (N 1/2) of the Southwest Quarter (SW 1/4) and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) in Section 25, Township 4 South, Range 06 East, M.D.B.&M.; the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 26, the East Half (E 1/2) of the Northeast Quarter (NE 1/4); the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 35; the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 36, all in Township 4 South, Range 06 East, M.D.B.&M.

All of the Northwest Quarter (NW 1/4); the North Half (N 1/2) of the Southwest Quarter (SW 1/4); the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) all in Section 18, Township 4 South, Range 07 East, M.D.B.&M.; the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 4 South, Range 07 East, M.D.B.&M.; the East Half (E 1/2) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 13, Township 4 South, Range 06 East, M.D.B.&M.; the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 4, Township 4 South, Range 06 East, M.D.B.&M.; the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4); the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4); the East Half (E 1/2) of the Southwest Quarter (SW 1/4) and the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7, Township 4 South, Range 07 East, M.D.B.&M.

Excepting therefrom that certain parcel of land described as follows:

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 18, Township 4 South, Range 66 East, M.D.B.&M., and all that portion of the West Half (W 1/2) of Section 18, Township 4 South, Range 67 East, M.D.B.&M., lying west of State Highway No. 55 and all that portion of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 19, Township 4 South, Range 67 East, lying west of State Highway No. 55 and the East Half (E 1/2) of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 24, Township 4 South, Range 66 East, M.D.B.&M., and that portion of the Southeast Quarter (SE 1/4) of Section 24, Township 4 South, Range 66 East, M.D.B.&M., lying west of State Highway No. 55 and all that portion of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 25, Township 4 South, Range 66 East, M.D.B.&M., lying west of the Union Pacific Railroad

Excepting therefrom that portion of the above described land heretofore conveyed to the Incorporated City of Caliente by Deed recorded in book "L-1" of Real Estate Deeds, page 345.

Also excepting therefrom that portion of the above described land heretofore conveyed to Lincoln County Post No. 23 American Legion, the Hugh Jacobson Post No. 7114 V.F.W. and barracks No. 2267 Veterans of World War I of U.S.A., by Deed recorded in book "L-1" of Real Estate Deeds at page 346.

Also excepting therefrom that portion of the above described land heretofore conveyed to Ronald Young, and Betty Young, husband and wife by Deed recorded in Book "K-1" of Real Estate Deeds at page 356.

Also, except that portion conveyed to the United States of America by Deed recorded July 26, 1963 in Book "M-1" of Real Estate Deeds at page 163

Also except that portion conveyed to Ronald Young et ux by Deed recorded September 5, 1969 in Book "N-1" of Real Estate Deeds at page 440

Also except those portions conveyed to the Board of County Commissioners by Deed recorded May 27, 1936 in Book "E-1" of Real Estate Deeds at page 91 and recorded May 27, 1936 in Book "E-1" of Real Estate Deeds at page 90

Also except an undivided 1/2 interest in that portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 7 lying within the Meadow Valley Wash.

Also except that portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 7 lying South of U.S. Highway 93

Also except that portion of Section 7 beginning at a point on the East boundary of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 7, Township 4 South, Range 07 East, M.D.B.M., a point common with the Southwest corner of the Holt Addition to the City of Caliente, Nevada; thence South 44°29' West 208.71 feet; thence North 45°31' West 208.71 feet; thence North 44°29' East 422.10 feet; thence South 00°07' West 298.49 feet to the Point of beginning

Except the interest in that portion of said land conveyed to County of Lincoln, State of Nevada, by Deed recorded January 09, 1975 in book "12" of Official Records at page 441

Excepting from the entire of the above described any and all rights of way heretofore granted by the Grantors herein or their predecessors in interest to the Union Pacific Railroad Co., and its predecessors in interest and to the State of Nevada for Highway purposes, which said rights of way are on file and of record in the Office of the County Recorder of said Lincoln County, Nevada

Excepting therefrom the following described parcel of land:

Beginning at a point on the northerly right of way line of U.S. Highway 93 and on an extension of the west line of the James H. Gottfreuson Addition to the City of Caliente, Nevada, said point being North 04°07'54" West, 1100.23 feet along the section line and West 1340.17 feet from the Southwest corner of Section 7, Township 4 South, Range 07 East, M.D.B.M., and running South 59°35' West 210.02 feet along said northerly right of way line of said U.S. Highway to a point of a 970.00 foot radius curve to the right; thence Southwesterly 29.39 feet along the arc of said curve and said northerly right of way line of the said highway; thence North 30°25' West 294.50 feet; thence North 59°35' East 414.05 to a point on the west line of the west End Addition to the City of Caliente, Nevada; thence South 00°11'47" East 340.03 feet along the west line of said west End Addition to the true point of beginning



**EXHIBIT "C"**

**MEADOW VALLEY PROPERTIES**  
Legal Description  
of approximately 1,000 Acres

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 19, Township 4 South, Range 67 East, M.D.B. & M.; the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), the North Half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 24, Township 4 South, Range 66 East, M.D.B. & M.; the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), the South Half (S $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) in Section 25, Township 4 South, Range 66 East, M.D.B. & M.

The East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the North Half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) in Section 23, Township 4 South, Range 66 East, M.D.B. & M.; the East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 26, the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 35, the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 36, all in Township 4 South, Range 66 East, M.D.M.

All of the Northwest Quarter (NW $\frac{1}{4}$ ), the North Half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) all in Section 18, Township 4 South, Range 67 East, M.D.M.; the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 19, Township 4 South, Range 67 East, M.D.M.; the East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 13, Township 4 South, Range 66 East, M.D.M.; the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 24, Township 4 South, Range 66 East, M.D.M.; the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), the East Half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 7, Township 4 South, Range 67 East, M.D.B. & M.

Excepting therefrom that certain parcel of land described as follows:

The East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 13, Township 4 South, Range 66 East, M.D.B. & M., and all that portion of the West Half (W $\frac{1}{2}$ ) of Section 18, Township 4 South, Range 67 East, M.D.B. & M., lying West of State Highway No. 55 and all that portion of the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 19, Township 4 South, Range 67 East, lying West of State Highway No. 55 and the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 24, Township 4 South, Range 66 East, M.D.B. & M., and that portion of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 24, Township 4 South, Range 66 East, M.D.B. & M., lying West of State Highway No. 55 and all that portion of the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 25, Township 4 South, Range 66 East, M.D.B. & M., lying West of the Union Pacific Railroad right of way.

Also excepting therefrom all that property situated in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 19, Township 4 South, Range 66 East, M.D.B. & M., County of Lincoln, State of Nevada, more particularly described as follows:

Commencing at the intersection of the center line of the Nevada State Highway Right of Way No. 55, FAS Route 633 (Project S-633 (1) Corrected Deed, Document No. 556665, Book 12, Page 441 recorded January 6, 1975 of the Official Records of Lincoln County, Nevada and South Boundary Line of the NE¼ of the SE¼ of Section 24, T 4 S, R 66 E, M.D.B. & M. at Highway Engineer's Station "X" 465438.69 P.O.C.; said commencing point further described as bearing S 6° 10' 02" W, a distance of 9421.64 feet from the Northeast (NE) Corner of Section 13, T 4 S, R 66 E, M.D.B. & M.;

Thence along the center line of said Nevada State Highway Right of Way from a point on a tangent which bears N 36° 55' 02" E along a curve to the left with a radius of 800.00 feet, through an angle of 13° 49' 21" and an arc distance of 193.00 feet to a point of tangency;

Thence along center line of said State Highway Right of Way N 23° 05' 41" E, a distance of 939.19 feet to a point on a curve;

Thence along said center line from a tangent which bears the last described course also being a curve to the right with a radius of 3000 feet through an angle of 12° 52' 20" and an arc distance of 873.99 feet to a point of tangency;

Thence along said center line N 35° 38' 01" E, a distance of 580.70 feet to the true point of beginning;

Thence S 52° 14' 59" E, a distance of 529.94 feet to a point on the beginning of a tangent curve;

Thence along said curve to the left with a radius of 311.54 feet, through an angle of 28° 36' 50" and an arc distance of 155.59 feet to a point of beginning of a compound curve;

Thence from said compound point on a tangent which bears S 80° 51' 48" E along a curve to the left with a radius of 1071.63 feet, through an angle of 21° 43' 30" and an arc distance of 406.33 feet to a point of tangency;

Thence N 77° 24' 41" E, a distance of 243.00 feet, more or less, to a point on the Easterly Line of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section 19; Said Easterly Line being the West Property Line of Kershaw-Ryan Nevada State Recreation Park;

Thence North along said Easterly Line, a distance of 800.00 feet, more or less, to the Northeast (NE) Corner of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section 19;

Thence West along the North Line of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section 19, a distance of 960.00 feet, more or less, to a point on the Center Line of said State Highway Right of Way No. 55;

Thence along said Center Line R 13° 16' 45" W, a distance of 200.00 feet, more or less, to the beginning of a tangent curve; Said point of beginning of a tangent curve being Station "X" 493 + 58.83 on Center Line of said State Highway Right of Way No. 55;

Thence along said center line also being a curve to the right with a radius of 1000.00 feet, through an angle of 22° 41' 16" and an arc distance of 395.98 feet to a point of tangency;

Thence along said center line S 35° 58' 01" W, a distance of 37.28 feet to the true point of beginning.

Excepting therefrom the forty (40) feet wide right of way on the Southeasterly side of the center line of said Nevada State Highway, FSA Route 633 (Project S-633 (1)).

(The above parcel was acquired by the state of Nevada for improving the entrance to Kershaw-Ryan Recreation Park.)

Also Excepting therefrom that portion of the above described land heretofore conveyed to the incorporated City of Caliente by Deed recorded in Book "L-1" of R.E. Deeds, page 345.

Also excepting therefrom parcels 1 and 2 to be used as the building site for time-share condominiums and easement purposes for access and utilities thereto being that portion of the Southeast Quarter (SE¼), the Northwest Quarter (NW¼) and the Northeast Quarter (NE¼) of Section 25, Township 4 South, Range 66 East, M.D.B.&M. in the County of Lincoln, State of Nevada, and more particularly described as follows:

Parcel 1

Commencing at a point which is the Northeast (NE) corner of Section 13, Township 4 South, Range 66 East M.D.B.&M. thence along a course which bears S 11° 08' 30" W a distance of 12,185.64 feet to the true point of beginning;

Thence along a course which bears N 58° 1' a distance of 60 +/- feet to the centerline of the Meadow Valley flood channel;

Thence S 47° E a distance of 183 +/- feet;

Thence S 22° E a distance of 306 +/- feet;

Thence S 08° E a distance of 308 +/- feet;

Thence S 04° W a distance of 518 +/- feet;

Thence S 18° W a distance of 140 +/- feet;

Thence S 30° W a distance of 150 +/- feet;

Thence S 40° W a distance of 220 +/- feet;

Thence S 70° W a distance of 265 +/- feet;

Thence N 4° 30' W a distance of 180 +/- feet;

Thence N 82° E a distance of 280 +/- feet;

Thence S 80° E a distance of 84 +/- feet;

Thence N 53° E a distance of 104 +/- feet;

Thence N 11° 39' 17" E a distance of 420.8 +/- feet;



Thence N 02° 25' 17" E a distance of 331.13 feet;

Thence N 14° 15' 57" W a distance of 312.35 feet;

Thence N 33° 16' 04" W a distance of 306.61 feet to the point of beginning.

Said parcel contains 5 +/- acres.

Parcel 2 an easement for access and utility purposes is described as follows:

Also including a parcel or strip of land forty (40) feet in total width, being twenty (20) feet wide on each side of the surveyed centerline of a road and utility easement from State Highway Engineers Station 421 + 67.07 on the center line of Nevada State Highway right of way No. 55, FAS Route 633 (Project S-633(1)) to the five acre parcel described in the above paragraphs; Said center line is more fully described as follows:

Beginning at Highway Engineer's Station 421 + 67.07 on the center line of said Nevada State Highway Right of Way;

Thence along the center line of said Road and Utility Easement S 60° 14' E, a distance of 263.35 feet to a point on a tangent curve;

Thence continuing along said easement center line being a curve to the right with a radius of 1,000.00 feet, through an angle of 4° 49' and an arc distance of 84.07 feet to a point of tangency;

Thence continuing along said center line S 61° 24' E, a distance of 227.15 feet to a point on a tangent curve;

Thence continuing along said center line being a curve to the right with a radius of 100.00 feet, through an angle of 50° 28' 30" and an arc distance of 88.10 feet to a point of tangency;

Thence continuing along said center line S 10° 55' 30" E, a distance of 38.44 feet to a point on a tangent curve;

Thence continuing along said center line being a curve to the right with a radius of 50.00 feet, through an angle of 72° 45' 30" and an arc distance of 63.49 feet to a point of tangency;

Thence continuing along said easement center line S 61° 49' W a distance of 150.17 feet;

Excepting therefrom that portion conveyed to the State of Nevada, Department of Transportation at 1263 South Stewart Street, Carson City, Nevada 89712, by Corrected Sales Deed, Document No. 55665, Book 12, Page 441 and recorded January 6, 1975 of Official Records of Lincoln County, Nevada.

Also excepting therefrom that portion of the above described land heretofore conveyed to Lincoln County Post No. 23 American Legion, the Hugh Jacobson Post No. 7114 V.F.W. and Barracks No. 2287 Veterans of World War I of U.S.A., by Deed recorded in Book "L-1" of R.E. Deeds at page 346.

EXHIBIT "1"

LEGAL DESCRIPTION OF ZION'S BANK & FMA PARCEL

All that property situated in the County of Lincoln, State of Nevada, described as follows:

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the North Half (N $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 25, Township 4 South, Range 68 East, M.D.B.&M.

Excepting therefrom all that portion of the above described property lying Northwesterly of the Southeasterly Right of Way Line of Nevada State Road No. 55, FAS Route 633 (Project S-633 (1)) Corrected Deed, Document No. 556885, Book 12, Page 441 recorded January 6, 1975 of the Official Records of Lincoln County, Nevada:

Commencing at the intersection of the center line of said Nevada State Highway Right of Way No. 55, FAS Route 633 (Project S-633 (1)) and the South Boundary Line of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 24, T4S, R 66 E, M.D.B.&M., at Highway Engineer's Station "X" 485+38.89 P.O.C., said commencing point further described as bearing S 8 $^{\circ}$  10' 02" W, a distance of 9421.64 feet from the Northeast corner of Section 13, T4S, R 66 E, M.D.B.&M.:

Thence along the center line of said Nevada State Highway No. 55 from a tangent which bears S 36 $^{\circ}$  55' 02" W, curving to the right with a radius of 800.00 feet, through an angle of 29 $^{\circ}$  01' 03" and an arc distance of 405.16 feet to a point of tangency;

Then along said center line S 65 $^{\circ}$  56' 05" W, a distance of 159.74 feet to a point on a tangent curve;

Thence along said center line, being a curved line to left, with a radius of 2000.00 feet, through an angle of 21 $^{\circ}$  42' 52" and an arc distance of 757.98 feet to a point of tangency;

Thence along said center line S 44 $^{\circ}$  13' 13" W, a distance of 278.98 feet to a point on a tangent curve;

Thence along said center line, being a curved line to the left, with a radius of 850.00 feet, through an angle of 36 $^{\circ}$  40' 10" and an arc distance of 544.00 feet to a point of tangency;

Thence along said center line S 7 $^{\circ}$  37' 03" W, a distance of 978.83 feet to the true point of beginning, said point of beginning also being Station "X" 434 + 14.00 at the center line of said Nevada State Highway No. 55;

Also excepting therefrom that portion beginning at the above described point of beginning, being Station "X" 434 + 14.00 on the center line of said Nevada State Highway FAS 633 (Project S-633 (1)) and more particularly described as follows:

Thence S 44 $^{\circ}$  02' 57" E, a distance of 219.27 f.

Thence S 32 $^{\circ}$  27' 27" E, a distance of 354.15 f.

Thence S 24° 52' 38" E, a distance of 186.14 ft;  
 Thence S 01° 39' 52" E, a distance of 365.79 ft;  
 Thence S 15° 53' 09" W, a distance of 410.27 ft;  
 Thence S 67° 34' 56" W, a distance of 195.79 ft;  
 Thence S 81° 21' 26" W, a distance of 112.50 ft;  
 Thence N 84° 38' 13" W, a distance of 317.75 ft;  
 Thence S 82° 24' 59" W, a distance of 52.27 ft;  
 Thence N 34° 57' 39" E, a distance of 204.81 ft;  
 Thence N 13° 00' 39" E, a distance of 281.00 ft;  
 Thence N 10° 42' 39" E, a distance of 461.60 ft;  
 Thence N 07° 37' 03" E, distance of 564.00 ft, more or less, to the true point of beginning.

Also excepting therefrom parcels 1 and 2 to be used as the building site for time-share condominiums and easement purposes for access and utilities thereto, being that portion of the Southeast Quarter (SE $\frac{1}{4}$ ), the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 25, Township 4 South, Range 66 East, M.D.B.&M. in the County of Lincoln, State of Nevada, and more particularly described as follows:

**Parcel 1**

Commencing at a point which is the Northwest (NW) corner of Section 13, Township 4 South, Range 66 East M.D.B.&M. thence along a course which bears S 11° 08' 30" W a distance of 12,185.64 feet to the true point of beginning;  
 Thence along a course which bears N 58° E, a distance of 80 +/- feet to the centerline of the Meadow Valley flood channel;  
 Thence S 47° E a distance of 183 +/- feet;  
 Thence S 22° E a distance of 306 +/- feet;  
 Thence S 08° E a distance of 308 +/- feet;  
 Thence S 04° W a distance of 518 +/- feet;  
 Thence S 18° W a distance of 140 +/- feet;  
 Thence S 30° W a distance of 150 +/- feet;  
 Thence S 40° W a distance of 220 +/- feet;  
 Thence S 70° W a distance of 265 +/- feet;  
 Thence N 4° 30' W a distance of 180 +/- feet;

Thence N 62° E a distance of 260+/- feet;  
 Thence S 80° E a distance of 64+/- feet;  
 Thence N 53° E a distance of 104+/- feet;  
 Thence N 11° 39' 17" E a distance of 420.8+/- feet;  
 Thence N 02° 25' 17" E a distance of 331.13 feet;  
 Thence N 14° 15' 57" W a distance of 312.35 feet;  
 Thence N 33° 16' 04" W a distance of 306.61 feet to the point of beginning.

Said parcel contains 5+/- acres.

Parcel 2 an easement for access and utility purposes is described as follows:

Also including a parcel or strip of land forty (40) feet in total width, being twenty (20) feet wide on each side of the surveyed centerline of a road and utility easement from State Highway Engineers Station 421 + 67.07 on the center line of Nevada State Highway right of way No. 55, FAS Route 633 (Project S-833(1)) to the five acre parcel described in the above paragraphs; Said center line is more fully described as follows:

Beginning at Highway Engineer's Station 421 + 67.07 on the center line of said Nevada State Highway Right of Way;

Thence along the center line of said Road and Utility Easement S 66° 14' E, a distance of 283.35 feet to a point on a tangent curve;

Thence continuing along said easement center line being a curve to the right with a radius of 1,000.00 feet, through an angle of 47° 49' and an arc distance of 84.07 feet to a point of tangency;

Thence continuing along said center line S 61° 24' E, a distance of 227.35 feet to a point on a tangent curve;

Thence continuing along said center line being a curve to the right with a radius of 100.00 feet, through an angle of 50° 28' 30" and an arc distance of 88.10 feet to a point of tangency;

Thence continuing along said center line S 10° 55' 30" E, a distance of 38.44 feet to a point on a tangent curve;

Thence continuing along said center line being a curve to the right with a radius of 50.00 feet, through an angle of 72° 45' 30" and an arc distance of 63.49 feet to a point of tangency;

Thence continuing along said easement center line S 61° 49' W a distance of 150.17 feet;

Excepting therefrom that portion conveyed to the State of Nevada, Department of Transportation at 1283 South Stewart Street, Carson City, Nevada 89712, by Corrected Sales Deed, Document No. 55665, Book 12, Page 441 and recorded January 6, 1975 of Official Records of Lincoln County, Nevada.

Also excepting that portion of the above described land heretofore conveyed to Ronald Young and Betty Young, husband and wife by Deed recorded in Book "K-1" of Real Estate Deeds at page 356.

Also, except that portion conveyed to the United States of America by Deed recorded July 26, 1963, in Book "M-1" of Real Estate Deeds at page 183.

Also except that portion conveyed to Ronald Young et ux by Deed recorded September 3, 1969, in Book "N-1" of R.E. Deeds at page 440.

Also except those portions conveyed to the Board of Co. Commissioners by Deed recorded May 27, 1936, in Book "E-1" of R.E. Deeds at page 91 and recorded May 27, 1936, in Book "E-1" of R.E. Deeds at page 90.

Except the interest in that portion of said land conveyed to County of Lincoln, State of Nevada by Deed recorded January 6, 1975, in Book "12" of Official Records at page 441.

Excepting from the entire of the above described any and all rights of way heretofore granted by the Grantors herein or their predecessors in interest to the Union Pacific Railroad Co., and its predecessors in interest and to the State of Nevada for Highway purposes, which said rights of way are on file and of record in the Office of the County Recorder of said Lincoln County, Nevada.

RECORDER'S MEMO:  
POSSIBLE POOR RECORD IS DUE  
TO QUALITY OF ORIGINAL DOCUMENT

79616  
FILED AND RECEIVED AT REQUEST OF  
Land Title of Nev., Inc.  
March 2, 1984  
AT 1 MINUTES PAST 1 O'CLOCK  
P.M. IN BOOK 59 OF OFFICIAL  
RECORDS PAGE 56 LINCOLN  
COUNTY, NEVADA.  
*Janice Selzer*  
COUNTY RECORDER