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DEED OF TRUST

THIS DEED OF TRUST is made this 31st day of January, 1997, by and between **HUNTSMAN RANCH LIMITED LIABILITY COMPANY**, a Nevada limited liability company, hereinafter called "Grantor"; **STEWART TITLE OF NORTHEASTERN NEVADA**, as Trustee; and **KAYE A. KIRKEBY** and **BARBARA ELAINE KIRKEBY**, husband and wife, **GORDON A. KIRKEBY**, individually, and **KAYE A. KIRKEBY** and **GORDON A. KIRKEBY**, Trustees of The Mary H. Kirkeby Family Trust under that Trust Agreement dated August 2, 1973, as amended, hereinafter called "Beneficiary," it being specifically understood that any and all references to the words "Grantor" and "Beneficiary" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto;

WITNESSETH:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of White Pine, State of Nevada, more particularly described on Exhibit "A" attached hereto, made a part hereof and incorporated herein. 

TOGETHER WITH all fences, corrals, buildings and other fixtures and improvements thereon.

TOGETHER WITH all of Grantor's right, title and interest, in and to all oil, gas, geothermal resources, and minerals existing as a part of, upon, beneath the surface of or within said lands, including any mineral leases thereon.

TOGETHER WITH all of Grantor's right, title and interest in and to all rights, privileges, preferences, permits and licenses to graze and/or to trail livestock upon the federal domain administered by the Bureau of Land Management, together with all range improvements and cooperative agreements used in connection with said grazing permits.

TOGETHER WITH all water, water rights, dams, ditches, canals, pipelines, headgates, diversions, reservoirs, springs, wells, pumps, pumping stations, rights of way, easements and all other means for the diversion or use of water appurtenant to the said property or any part thereof, or now or hereafter used or enjoyed in connection therewith, for irrigation, stockwatering, domestic or any other use, or drainage of all or any part of said lands, including vested water rights, permitted water rights, decreed water rights and certificated water rights arising under the laws of the State of Nevada, together with all certificates of appropriation, applications, proofs, permits and maps relating to such water and water rights which are appurtenant to the above-described real property, or any part thereof, or used or enjoyed in connection therewith, or with federal

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domain grazing lands appurtenant or attached thereto. Said water rights include, without limitation, those water rights more particularly described on Exhibit "B" attached hereto and made a part hereof.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TRUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royalties, issues, profits, revenue, income and other benefits of said property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Trustor by Paragraph 9 hereof.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by that certain Promissory Note of even date hereof in the principal amount of SIX HUNDRED SEVENTY THOUSAND AND 00/100 (\$670,000.00), with interest thereon, expenses, attorney's fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor, or any successor in interest of the Grantor, with interest thereon, expenses and attorney's fees, and any other indebtedness or obligations of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above described Note and any other indebtedness or obligations secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.

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2. The Grantor shall:

A. Maintain, care for and keep the property herein described and all buildings, fences, corrals, stock watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures now thereon or hereafter placed thereon in at least the condition, order and repair existing on the date of this Deed of Trust, subject to reasonable normal wear and depreciation, replacement, substitution or improvement as herein provided;

B. Not remove or demolish all or any portion of any buildings, fences, corrals, watering troughs, windmills, other fixtures or improvements now situate thereon or hereafter placed thereon unless:

- (1) The same is replaced, improved or substituted therefor by a like item of at least equal value, quality and use; or
- (2) Beneficiary consents in advance; or
- (3) Such removal or demolition does not materially affect the value of the security as an operating ranch.

C. Not commit or permit any waste of the land, buildings, improvements and fixtures on said premises;

D. Farm, maintain, irrigate, harvest, and graze the meadow and pasture areas of the premises in a prudent manner;

E. Properly maintain, put to beneficial use and utilize all wells and water rights appurtenant, appropriated, certificated or decreed to, or used in connection with, any portion of the premises so as not to allow any water rights to be jeopardized, diminished, reduced, damaged, or lost;

F. Graze and manage the grazing areas of the lands subject to this Deed of Trust in the manner recognized as good range management in the grazing unit or area in which the lands subject hereto are located;

G. Apply for active use or utilize or take nonuse of all rights, privileges, preferences, demands, licenses, permits and leases to graze livestock upon lands administered by the Bureau of Land Management based upon all or any portion of the lands subject to this Deed of Trust and to do all other things reasonably necessary to prevent the loss of, or permanent reduction in such grazing rights, privileges, preferences, demands, licenses, permits and leases through the acts or omissions of Grantor.

H. Not do nor permit to be done, by act or omission, anything which shall materially impair, lessen, diminish, devalue or deplete the security hereby given.

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I. Operate the ranch according to the dictates of good ranch, soil, plant, water and range management.

3. Grantor further covenants and agrees, as follows:

A. Grantor will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the property or transport to or from the property any Hazardous Substance as defined herein or allow any other person or entity to do so.

B. Grantor shall keep and maintain the property in compliance with, and shall not cause or permit the property to be in violation of any Environmental Law as defined herein or any separate agreement with Beneficiary regarding the property (unless the condition giving rise to the violation existed on the date hereof).

C. Grantor shall give prompt written notice to Beneficiary of:

(1) Any proceeding or inquiry by any government authority with respect to the presence of any Hazardous Substance on the property or the migration thereof from or to other property;

(2) All claims made or threatened by any third party against the Grantor or the property relating to loss or injury from any Hazardous Substance;

(3) Grantor's discovery of any occurrence or condition on the property or adjoining real property or in the vicinity of the property that could cause the property or part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the property under any Environmental Law.

D. Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Environmental Law and have its attorneys' fees in connection therewith paid by Grantor (unless the condition giving rise to the violation existed on the date hereof).

E. Grantor shall protect, indemnify and hold harmless Beneficiary and its representatives, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the property during Grantor's possession, ownership or operation of the property (unless the condition giving rise to the violation existed on the date hereof), including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the reconveyance of the lien of this Deed of Trust, or the extinguishment of the lien by foreclosure or action in lieu thereof, and this covenant shall survive such reconveyance or extinguishment.

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F. In the event that any investigation, site, monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary or desirable under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the property (or any portion thereof), Grantor shall within thirty (30) days after written demand for performance thereof by Beneficiary (or such shorter period of time as may be required under any applicable law, regulation, order or agreement), commence to perform, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work (unless the condition giving rise to the violation existed on the date hereof). All Remedial Work shall be performed by one or more contractors, approved in advance in writing by Beneficiary, and under the supervision of a consulting engineer approved in advance in writing by Beneficiary. All costs including, without limitation, the charges of such contractor(s) and/or the consulting engineer, and the reasonable fees and costs of the attorneys for Beneficiary incurred in connection with monitoring or review of such Remedial Work shall be paid by Grantor. In the event Grantor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Beneficiary 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 become part of the indebtedness secured hereby.

G. "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the property, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 *et seq.* and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 *et seq.*

H. The term "Hazardous Substance" shall include without limitation:

(1) Those substances included within the definitions "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in CERCLA, RCRA and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.* and in the regulations promulgated pursuant to said laws;

(2) Those substances defined as "hazardous wastes", "hazardous substances" or "PCB" in applicable State statutes, as amended from time to time, and in the regulations promulgated pursuant to said laws;

(3) Those substances listed in the United States Department of Transportation Table (49 CFT 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(4) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, which are classified as hazardous or toxic under federal, state or local laws or regulations; and

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(5) Any material, waste or substance which is (A) petroleum; (B) asbestos; (C) polychlorinated biphenyls; (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Sections 1321) or listed pursuant to Section 3078 of the Clean Water Act (33 U.S.C. Section 1317); (E) flammable explosives; or (F) radioactive materials.

Any reference herein to statutory or regulatory sections shall be deemed to include any amendments thereto and any successor sections.

4. The following covenants, Nos. 1; 2 (insurable value); 3; 4 (12%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.

5. All payments secured hereby shall be paid in lawful money of the United States of America.

6. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

7. If default be made in the performance or payment of the guaranty, obligation, note or debt secured hereby, or in the performance of any of the terms, conditions, and covenants of the Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by N.R.S. 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all obligations, notes, debts, and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

8. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, to the extent the Beneficiary is entitled thereto, who is hereby authorized to receive and receipt for the same, and apply such proceeds as received, toward the payment of the indebtedness hereby secured, whether due or not.

9. Grantor 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 the property, **RESERVING UNTO GRANTOR, HOWEVER,** the right, prior to any default by Grantor 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 by a receiver or agent, 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, and/or in the Beneficiary's own name sue for or otherwise collect such rents, issues and profits (including those past due and unpaid), and apply the same less costs

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and expenses of operation and collection, including reasonable attorneys' 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.

10. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

11. The commencement of any proceeding under the bankruptcy or insolvency laws by or against Grantor, or against any guarantor of any guaranty secured hereby; or the appointment of a receiver for any of the assets of any Grantor hereof or any guarantor of any guaranty secured hereby; or the making by Grantor or any guarantor of any guaranty secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

12. Default under any other Deed of Trust, mortgage, contract, or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust.

13. To the extent permitted by the laws of the State of Nevada, Grantor agrees to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions hereof and agrees to pay all costs and reasonable attorneys' fees incurred in any action brought to collect said deficiency.

14. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

15. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors, and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several.

16. Any notice given to Grantor under Section 107.080 of Nevada Revised Statutes in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signature on this Deed of Trust, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees or the Grantor.

17. The Grantor hereby covenants and agrees that neither the acceptance or existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this

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Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

18. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

19. Grantor shall not sell, transfer, convey or alienate the property, or any portion thereof or any interest therein, unless:

- A. Full payment is made of the Promissory Note and all other payments secured hereby; or
- B. The Beneficiary herein gives prior written consent.

If the Grantor shall, in violation of this provision, sell, transfer, convey or alienate the subject property or any part thereof, or any interest therein, or shall be divested of title in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note, document or instrument evidencing the same, at the option of the Beneficiary and without demand or notice, shall immediately, at the earliest time allowed by applicable law, become due and payable in full; provided that said due on sale clause shall not apply to transfers to affiliates, enterprises controlled by the members of Grantor or their family members

20. In addition to the fixtures described or referred to in the description of property in this Deed of Trust, the following are included in the property subject to this Deed of Trust which shall, for all purposes, be deemed to be fixtures: (a) all buildings, structures and improvements now on or hereafter built, placed, constructed or installed on any portion of the premises; (b) all building fixtures, appliances and equipment that now or hereafter are attached to or installed in, or placed in or upon any building or improvement or any portion of the described real property, including but not limited to all furnaces, boilers, hot water heaters, heating and cooling and air conditioning installations with equipment, appliances and compressors; all wiring, panels, lighting fixtures, other electrical or electronic equipment and installations; all plumbing, plumbing fixtures and equipment; (c) all fences, cattleguards, and gates; and (d) all pipelines, pivots, wheel lines, well casings, well pumps and pumping equipment, troughs, tanks and stockwater and domestic water systems; all storage tanks and all corrals. All of such fixtures, furnishings, equipment and improvements are, and shall become a permanent accession to the land contained in the described real property and to such building or improvements, and a part of the real property conveyed under this Deed of Trust, whether or not the same may be subject to any Security Agreement.

21. To the extent this Deed of Trust contains fixtures and personal property, it is intended to be a fixture filing, financing statement and security agreement and to perfect a security interest in the personal property and fixtures pursuant to the Nevada Uniform Commercial Code.

22. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

GRANTOR:

HUNTSMAN RANCH LIMITED LIABILITY COMPANY, a Nevada limited liability company

By: Lyman E. Huntsman
LYMAN E. HUNTSMAN, Manager

12th E 1200 South
Beryl, UT 84714

STATE OF Nevada)
) SS.
COUNTY OF White Pine)

On January 28, 1997, personally appeared before me, a Notary Public, LYMAN E. HUNTSMAN, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed said instrument on behalf of said limited liability company.

Tracy M. Robison
NOTARY PUBLIC

TRACY M. ROBISON
NOTARY PUBLIC - STATE OF NEVADA
White Pine County - Nevada
CERTIFICATE #82-0701-17
APPT. EXP. DEC. 22, 1998

Order No.: 96262223

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EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,
County of White Pine, described as follows:

TOWNSHIP 12 NORTH, RANGE 67 EAST, M.D.B.&M.

- Section 11: NW1/4SE1/4; E1/2SE1/4;
- Section 12: S1/2SE1/4; W1/2SW1/4; SE1/4SW1/4;
- Section 13: N1/2; SW1/4; W1/2SE1/4; NE1/4SE1/4;
- Section 14: E1/2NE1/4; NE1/4SE1/4;
- Section 22: S1/2SW1/4;
- Section 24: NW1/4NE1/4; NW1/4; N1/2SW1/4;
- Section 27: NW1/4;

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Exhibit "B"

KIRKEBY WATER RIGHTS

PERMIT NUMBER	CERTIFICATE NUMBER	SOURCE DESCRIPTION
811	131	LAKE WATER TO SCOTTY'S MEADOW
813	659	DRY CREEK
4418	660	WILLIAMS CREEK
5143	517	COTTONWOOD STREAM
7023	1162	ROSE BUD SPRING
7497	1618	MIDDLE WELL
8525	2409	PIPE SPRING
18827	7567	IRRIGATION WELL NO. 1
18828	5492	STOCKWATER WELL NO. 3
18829	5493	STOCKWATER WELL NO. 1
18830	5494	STOCKWATER WELL NO. 2
39455	10441	STOCKWATER WELL NO. 4
PROOF NUMBER		
02860		WILLIAMS CREEK
02861		DRY CREEK

The diversion points and places of use of the above referenced water rights are set forth below. All of said points are located in White Pine County, Nevada except where noted.

Permit or Proof Number	Place of Diversion	Place of Use
811	NW ¼ of NE ¼, Section 34, T.12 N. R. 67 E., M.D.B.&M.	160 acres NW ¼, Section 27, T.12 N. R. 67 E., M.D.B.&M.; 80 acres S ¼ of SW ¼, Section 22, T.12 N. R. 67 E. M.D.B.&M.; 40 acres NW ¼ of SW ¼, Section 22, T. 12 N. R. 67 E., M.D.B.&M. <hr/> 280 acres. — Total
813	At a point in the SW ¼, SW¼, Section 8, T. 12. N. R. 68. E., unsurveyed, from whence the NE corner of Section 13, T. 12 N. R. 67. E. bears S. 85°, 30' W. 6582 feet, M.D.B. & M.	Irrigated land to which water is appurtenant is as follows: 20 acres cultivated in the NE¼ SE¼, Sec. 13, T. 12 N., R. 67 E., M. D. B. & M.
4418	At a point in the NE¼ SE¼ Sec. 32. T.	Irrigated land to which water is appurtenant is as follows:

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	<p>13 N., R. 68 E., unsurveyed, from whence NE corner Sec. 13, T. 12 N., R. 67 E., bears S. 37° 19' W., 15669 feet.</p>	<p>40.0 acres cultivated in the NW¼ NE¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 35.2 acres cultivated in the SW¼ NE¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 14.3 acres cultivated in the NE¼ SE¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 40.0 acres cultivated in the NW¼ SE¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 18.0 acres cultivated in the SW¼ SE¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 22.0 acres brush-grass pasture in the SW¼ SE¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 17.0 acres cultivated in the NE¼ NW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 23.0 acres brush-grass pasture in the NE¼ NW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 20.9 acres cultivated in the SE¼ NW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 14.3 acres brush-grass pasture in the SE¼ NW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 4.8 acres sweet clover in the SE¼ NW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 40.0 acres brush-grass pasture in the NW¼ NW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 10.3 acres cultivated in the NE¼ SW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 14.7 acres brush-grass pasture in the NE¼ SW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 15.0 acres sweet clover in the NE¼ SW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 3.0 acres cultivated in the SE¼ SW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 37.0 acres brush-grass pasture in the SE¼ SW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 38.1 acres brush-grass pasture in the NW¼ SW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 1.9 acres sweet clover in the NW¼ SW¼ Sec. 13, T.12 N., R.67 E., M.D.B. & M. 40.0 acres brush-grass pasture in the NE¼ NE¼ Sec. 14, T.12 N., R.67 E., M.D.B. & M.</p> <p>449.7 acres. - Total</p>
<p>7023</p>	<p>At a point in the W. part NE ¼ NW ¼ Sec. 10, T. 13 N., R. 65 E. M.D.B. & M.</p>	<p>A concrete dam, 8 inches by 4 feet by 50 feet, has been constructed at the spring forming a reservoir 25 feet by 50 feet, with a valve opening into a 4" pipeline by means of which water is conveyed thru 100' of 4" pipe, 800' of 3" pipe, 3600' of 2" pipe and 15650 feet of 1½" pipe to 60' of 20" iron troughs located in the S. part of the SE ¼ SW ¼ Sec. 21, T. 14 N., R. 65 E. at a point which bears S. 18°25' W. 10815 ft. from the NE corner Sec. 16, T.14 N., R. 65 E. There are also 100' of 20" iron troughs at the spring, and 50' of 20" iron troughs located in the NW corner of the NW ¼ SW ¼ Sec. 3 T.13 N., R. 65 E. which are connected</p>

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		to the main pipeline by 250' of 2" pipe. In addition to the iron troughs a concrete tank 2' x 4.5' x 14' has been installed at the end of the main line of 2" pipe in the SE ¼ NE ¼ Sec. 4, T. 13 N., R. 65 E. By means of these improvements water is utilized for 200 head of cattle and 2500 head of sheep.
7497	NE ¼ NW ¼ Sec. 24, T. 11 N.; R. 66 E., M.D.B. & M. or at a point which bears S 76° 35' E, 1570 ft. from the NW. Cor. Sec. 24, same township and range.	One dug well, 5 ft. diameter, 25 ft. deep. Water diverted through pump and 2 inch pipe into 100 feet of galvanized iron troughs. Works are located in NE ¼ NW ¼ Sec. 24, T. 11 N.; R. 66 E., M.D.B. & M.
8525	Approximately SW ¼ SE ¼ Sec. 3, T. 8 N., R. 67 E., M.D.B. & M., unsurveyed, or at a point which bears S. 1°50' E. 4455 feet from the South ¼ Cor. Sec. 34, T. 9 N., R. 67 E., M.D.B. & M., Lincoln County, Nevada.	Water conveyed from spring through 10 feet of 2 inch iron pipe to galvanized iron tank 6 feet in diameter and 2 ¼ feet deep; 20 feet of ¾ inch pipe conveys water from tank to a galvanized iron trough 10 feet long, 2 ¼ feet wide and 15 inches deep. Place of use is in approximately the SW ¼ SE ¼ Sec. 3, T. 8 N., R. 67 E., M.D.B. & M., unsurveyed.
18827	SE ¼ SE ¼ Sec. 12, T. 12 N., R. 67 E., M.D.B. & M., or at a point from which the E ¼ corner of said Sec. 12 bears N 6° 03' E a distance of 2610 feet.	Land to which water is appurtenant: 40 acres in the NW ¼ NE ¼ of Sec. 13, T. 12 N., R. 67 E. 13 acres in the NE ¼ NE ¼ of Sec. 13, T. 12 N., R. 67 E. 40 acres in the SE ¼ NW ¼ of Sec. 13, T. 12 N., R. 67 E. 30 acres in the SW ¼ NE ¼ of Sec. 13, T. 12 N., R. 67 E. 13 acres in the SE ¼ NE ¼ of Sec. 13, T. 12 N., R. 67 E. 40 acres in the NE ¼ SW ¼ of Sec. 13, T. 12 N., R. 67 E. 40 acres in the NW ¼ SE ¼ of Sec. 13, T. 12 N., R. 67 E. 4 acres in the NE ¼ SE ¼ of Sec. 13, T. 12 N., R. 67 E. 40 acres in the SW ¼ SW ¼ of Sec. 13, T. 12 N., R. 67 E. 40 acres in the SE ¼ SW ¼ of Sec. 13, T. 12 N., R. 67 E. 40 acres in the SW ¼ SE ¼ of Sec. 13, T. 12 N., R. 67 E. 40 acres in the NW ¼ NW ¼ of Sec. 24, T. 12 N., R. 67 E. 14 acres in the NE ¼ NW ¼ of Sec. 24, T. 12 N., R. 67 E. 40 acres in the SW ¼ NW ¼ of Sec. 24, T. 12 N., R. 67 E. 14 acres in the SE ¼ NW ¼ of Sec. 24, T. 12 N., R. 67 E. 448.0 Total Acres * This certificate is issued subject to the terms of the permit and with the understanding that the total duty of water shall not exceed 4.0 acre-feet per acre per season from all sources.
18828	NE ¼ NW ¼ Sec. 13, T. 12 N., R. 67 E., M.D.B. & M., or at a point from which the E ¼ corner of Sec. 12, T. 12 N., R. 67 E., M.D.B. & M., bears N. 42° 59' E. 4,460 feet.	Water is developed by means of a drilled well (artesian flow) and piped to a trough near the well located in the NE¼ NW ¼ Section 13, T. 12 N., R. 67 E., M.D.B. & M., where it is used to water cattle.
18829	SE ¼ NW ¼ Sec. 24, T. 12 N., R. 67 E., M.D.B. & M., or at a point from which the N.E. corner of said Sec. 24 bears N. 60° E. 4,060 feet.	Water is developed by means of a drilled well (artesian flow) and piped to a reservoir near the well located in the SE ¼ NW ¼ Section 24, T. 12 N., R. 67 E., M.D.B. & M., where it is used to water cattle.
18830	NE ¼ NW ¼ Sec. 27, T. 12 N., R. 67 E., M.D.B. & M., or at a point from	Water is developed by means of a drilled well and piped to a tank located in the NE ¼ NW ¼ Section 27, T. 12 N., R.

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	which the N.E. corner of Sec. 25, T. 12 N., R. 67 E., M.D.B. & M., bears N. 87° 49' E., 13,368 feet.	67 E., M.D.B. & M., where it is used to water cattle.
39455	SW ¼ SW ¼ Section 13, T. 12N., R. 67 E., M.D.B. & M., or at a point from which the SW corner of said Section 13 bears S. 58° 19' 12" W., a distance of 1,406.85 feet.	Water is developed in the well, thence conveyed 600 feet by 1-1/2 inch plastic pipe to two (2) 730 gallon stockwatering tanks set in cement, equipped with automatic shut-off float valves, where 750 head of cattle are watered located within the place of use of W ½ SW ¼ of Section 13, T. 12N., R. 67E., M.D.B. & M. This certificate is issued subject to the terms of the permit.
02860	In the NW ¼ NW ¼ of Section 7, T. 12N., R. 68 E., M.D.B. & M. (Unsurveyed) whence the SE Corner of Section 12, T. 12 N., R. 67 E., M.D.B. & M. bears S. 05° 34' 00" W., 5,259.10 feet distant; in the NE ¼ SE ¼ of Section 31, T. 13 N., R. 68 E., M.D.B. & M. (Unsurveyed) whence the SE Corner of Section 12, T. 12 N., R. 67 E., M.D.B. & M. bears S. 37° 19' 00" W., 15,669.00 feet distant.	Township 12 North, Range 67 East, M.D.B. & M. Section 11: NW ¼ SE ¼; E ½ SE ¼ Section 12: S ½ SE ¼; W ½ SW ¼; SE ¼ SW ¼ Section 13: N ¼; SW ¼; W ½ SE ¼; NE ¼ SE ¼ Section 14: E ½ NE ¼; NE ¼ SE ¼ Section 22: S ½ SW ¼ Section 24: NW ¼ NE ¼; NW ¼; N ½ SW ¼ Section 27: NW ¼ A.P.N. 012-480-05
02861	In the NE ¼ NW ¼ of Section 18, T. 12 N., R. 68 E., M.D.B. & M. (Unsurveyed) whence the NE Corner of Section 13, T. 12 N., R. 67 E., M.D.B. & M. bears N. 60° 21' 00" W., 1,809.60 feet distant.	Township 12 North, Range 67 East, M.D.B. & M. Section 11: NW ¼ SE ¼; E ½ SE ¼ Section 12: S ½ SE ¼; W ½ SW ¼; SE ¼ SW ¼ Section 13: N ¼; SW ¼; W ½ SE ¼; NE ¼ SE ¼ Section 14: E ½ NE ¼; NE ¼ SE ¼ Section 22: S ½ SW ¼ Section 24: NW ¼ NE ¼; NW ¼; N ½ SW ¼ Section 27: NW ¼ A.P.N. 012-480-05

NO. 108301
 Filed And Recorded At Request Of
Stewart Title
 February 28, 1997
 At 30 Minutes Past 2 O'Clock
P M In Book 126 Of Official Records
 Page 210 Lincoln County Nevada.

Yuriko Setzer
 County Recorder
 by Lellie Brecher, deputy

2000 # 297717
 FILED FOR RECORD
 STEWART TITLE CO.
Stewart Title
 '97 JAN 31 P2:36

REC-264-453-466
 WARRANT FOR RECORD
 KR