

**ASSIGNMENT OF GRAZING ALLOTMENT
AND RANGE IMPROVEMENTS**

LUNDGREN RANCH, L.L.C., a Utah limited liability company, EDWIN O. LARSON, and MARIE WOOD, Personal Representative of the Estate of Cleo Wood, deceased, pursuant to Letters Testamentary filed in Fifth Judicial District Court Probate No. 3616, Iron County, Utah (collectively the "Assignor"), for the sum of Ninety-six Thousand and no/100s Dollars (\$96,000.00) the receipt of which is hereby acknowledged, hereby sells, conveys and assigns to CLARK COUNTY, NEVADA, a governmental entity created pursuant to the laws of the State of Nevada (the "County"), any and all of Assignor's right, title and interest in and to the following described property (the "Assets")

- A. *Preference Rights - Grazing Allotment:* Assignor's Preference Rights and Permits for Department of the Interior, Bureau of Land Management ("BLM") Grazing Allotment #1076, commonly known as the Beacon Allotment, which encompasses 41,110 acres, more or less, of BLM land (the "Allotment"), and which allotment is more particularly described on Exhibit A, and depicted on Exhibit A-1, attached hereto and by this reference made a part hereof.
- B. *Range Improvements:* Any and all range improvements located on or appurtenant to the Allotment described in Exhibit A and depicted in Exhibit A-1, attached, including, without limitation, those listed on Exhibit C, attached.

Assignor warrants and represents that:

- 1. The Preference Rights and Range Improvements (collectively the "Assets") set forth in Exhibit A and Exhibit C are held by the Assignor free and clear of all liens, encumbrances, taxes, assessments, penalties, interest, claims or exceptions of any kind or nature whatsoever, and that subsequent to the closing, County will hold the Assets free and clear of all such matters.
- 2. Assignor has not conveyed any interest in the Assets to any other person, firm or entity, nor have they encumbered all or any portion of the Assets which remain unpaid.
- 3. Assignor knows of no adverse claim to, right, permit, license, lease or other form of agreement or claim which could or might afford any third party a claim or right to the Assets, or any portion thereof, except for existing active mining operations, or mining claims. The Assignors are owners of 100% of the interest in the Assets.
- 4. To the best of the Assignor's knowledge the property located within the Allotment does not contain and has not been used in any manner for the storage of any hazardous or toxic waste, materials, discharge, deposit or dumping and the soil and groundwater has not been contaminated, and no activity on such property as a result of Assignor's operations has produced any such substances or resulted in such contamination.
- 5. To the best of the Assignor's knowledge the property located within the Allotment does not contain any underground tanks of any type nor any materials containing or producing any polychlorinated biphenyls or any asbestos.

6. To the best of the Assignor's knowledge, there are not surface or subsurface conditions which constitute or with the passage of time may constitute a public or private nuisance.

7. To the best of the Assignor's knowledge, there are no easements, tenancies or rights of way which may have been acquired by prescription or which are otherwise not of record with respect to the Assets.

8. To the best of the Assignor's knowledge, there are no disputes, claims or actions involving the location of any fence or other Range Improvement or monumentation of the property or allotment boundary.

9. Exhibit A and Exhibit A-1 accurately and completely describes the Allotment; and Exhibit C accurately and completely describes the Range Improvements.

10. Assignor shall fully cooperate with the County and support the County in the transfer of the Assets, including the Allotment, and/or the extinguishment of the Allotment. Assignor shall not protest such action by the County, nor the amendment of the Resource Management Plan for the Area to provide for transfer or extinguishment of the Allotment.

11. Assignor waives any and all notification of rights as holder of the Allotment which may be provided by law or regulation.

12. The compensation provided in this Agreement is the full compensation to Assignor. Assignor waives all rights to reasonable compensation which may be provided by law.

13. Assignor waives any right of appeal of the final decision transferring the Assets, and canceling and/or extinguishing the Allotment.

This Assignment of Grazing Allotment and Range Improvements is executed effective this ____ day of June, 2001.

LUNDGREN RANCH, L.L.C., a Utah limited liability company

Charles D. Lundgren, Manager
Charles D. Lundgren, Manager

STATE OF Ut.)
) ss.
COUNTY OF Iron)

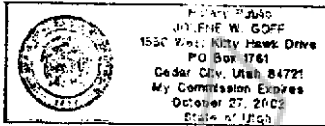
The foregoing instrument was acknowledged before me this 7th day of June 2001, by Charles D. Lundgren as Manager of Lundgren Ranch, L.L.C., a Utah limited liability company.

WITNESS my hand and official seal.

My commission expires: 10/27/02

(SEAL)

J. E. W. Goff
Notary Public



EDWIN O. LARSON

Edwin O. Larson

STATE OF Utah)
) ss.
COUNTY OF Iron)

The foregoing instrument was acknowledged before me this 8th day of June 2001, by Edwin O. Larson.

WITNESS my hand and official seal.

My commission expires: 10/27/02
(SEAL)

John W. Coff
Notary Public

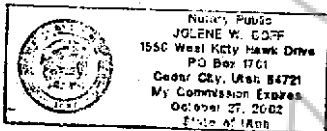


EXHIBIT A
DESCRIPTION OF PROPERTY

All or portions of the following described property located in Lincoln County, Nevada, as further depicted on the attached Exhibit A-1:

BEACON ALLOTMENT:

Commencing at the Lincoln County line at the point where the Mormon Mesa - Tule Desert road crosses it and thence north following said road to Mormon Mtn. Summit approximately 4 miles, thence northeast on a line which parallels the telephone line and is three miles southeast of Gourd Springs, thence continuing northeast to the south end of a most prominent line ridge commonly referred to as the Seven-Mile ridge, this point is located in approximately NE1/4 of Sec. 6, T. 11 S., R. 70 E. or to the south end of the Snow Springs Allotment, thence east along the Snow Spring Allotment approximately 3 miles to base of ridges that run north and south, thence south to a point 1 mile south of the telephone line located approximately in the center of Sec. 15, T. 11 S., R. 70 E., thence southwest paralleling and staying one (1) mile south of the telephone line to a point on the Toquop Wash located 1 mile south of the telephone line, thence northwest following Toquop Wash to the telephone line, thence southwest following the telephone line approximately 2 miles to the township line between R. 69 E. and R. 70 E., thence south following said township line approximately 6.5 miles to the county line in the SE corner of Sec. 36, T. 12 S., R. 69 E., thence west 8 1/2 miles to the place of beginning.

PORTION OF BEACON ALLOTMENT WITHIN SAND HOLLOW ALLOTMENT

T. 11 S., R 70 E., Sections 3, 4, 8, 9, 10, 16 and 17 - ALL.

T. 11 S., R 70 E., Sections 5, 6, 7, 15, 18, 21 and 20 - PORTIONS.

EXHIBIT A-1
MAP OF ALLOTMENT

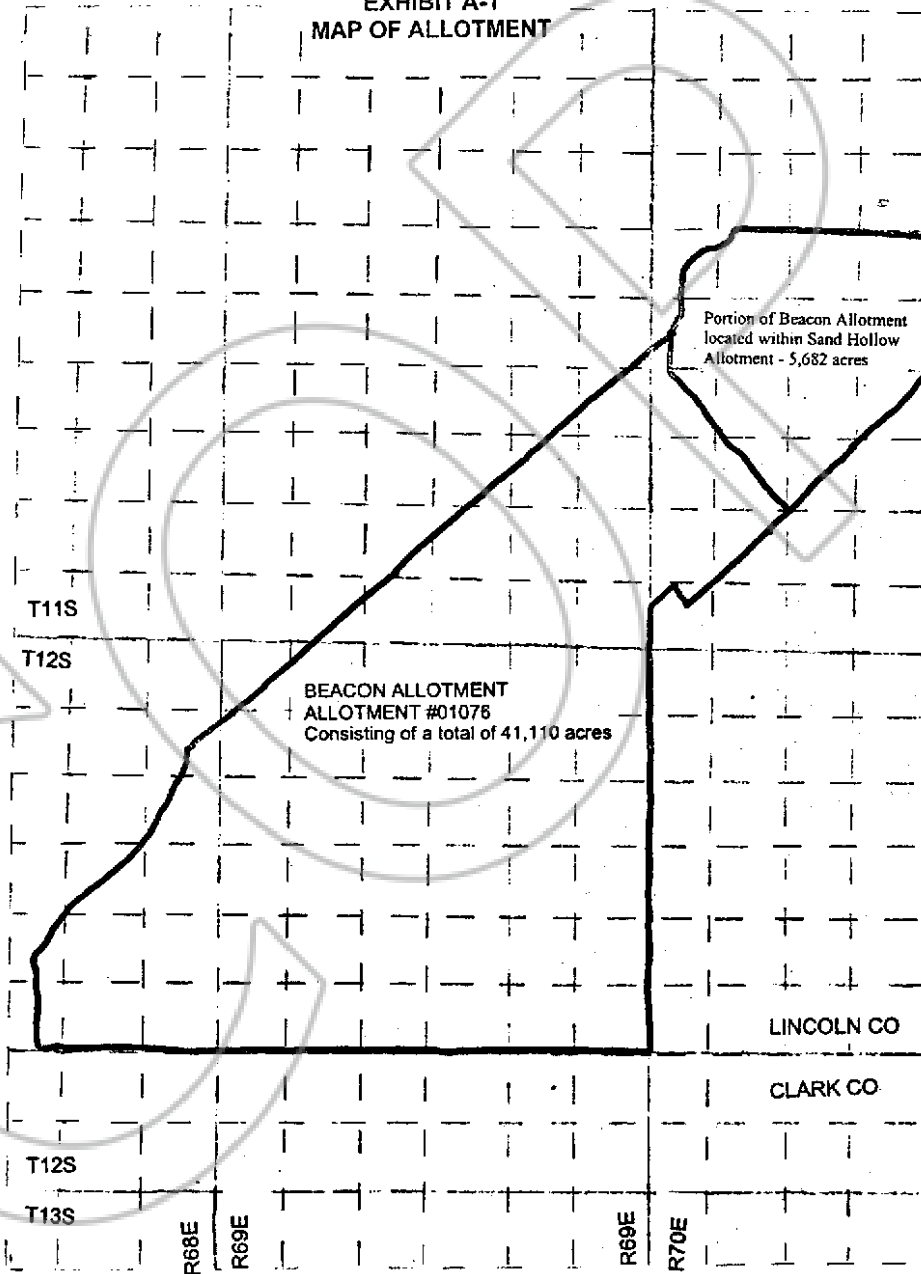


EXHIBIT C
DESCRIPTION OF RANGE IMPROVEMENTS

Beacon Dual Use Allotment
(Page 1 of 3)

BEACON AND TOQUOP SHEEP ALLOTMENTS
BLM RANGELAND IMPROVEMENTS*

<u>Allotment</u>	<u>Corrals</u>	<u>Fence Lines</u>	<u>Cattle Guards</u>	<u>Holding Field</u>	<u>PVC Pipe</u>	<u>Tanks/Troughs</u>	<u>Reservoir</u>
Beacon	no	yes	1	no	yes	yes(3,3)	no
Toquop Sheep	no	yes (limited)	1	no	no	no	yes

BEACON - STOCKWATER IMPROVEMENTS

- (No. 6) "Afterburner" one 500 gallon water trough
- (No. 7) "Ruesch Tank" one 10,000 gallon storage tank
two 300 gallon (each) water troughs
- (No. 8) Northwest Beacon two 300 gallon (each) water troughs

All above water trough sites have water control valves within concrete or metal boxes.

TOQUOP SHEEP - STOCKWATER IMPROVEMENTS

One stockwater pond located in Section 12, T 13 S, R 69 E, Clark County, Nevada, was built by CCC in the 1930s. No other water development on this allotment.

Beacon and Toquop Sheep allotments

Cattle Guards

- one at Beacon/Sand Hollow/Gourd Springs allotment boundary (northwest side); 12' steel construction
- one at Interstate 15 rest area access to north area (north of Interstate 15) of Toquop Sheep allotment; 12' steel construction

EXHIBIT C
DESCRIPTION OF RANGE IMPROVEMENTS

Beacon Dual Use Allotment
(Page 2 of 3)

Fencing

One perimeter fenceline, four strand, steel post with wood braces, in good condition, surrounds three sides of Beacon allotment (Sand Hollow area). Estimate approximately 6 miles of perimeter fencing. Approximately 4 miles are unfenced on east boundary lines (bordering Sand Hollow allotment) and 1.5 miles is unfenced at northwest boundary of Beacon and south boundary of Summit Spring allotment.

Toquop Sheep allotment is only (sheep) fenced on both sides of Interstate 15, approximately 15 miles total.

Water(1)

Stockwater only is found on subject two allotments, however, no certified or legally permitted water rights are associated with either Beacon or Toquop Sheep allotments. There are no springs or wells found on either allotment.

Stockwater pond only located on Toquop Sheep allotment located in Section 12 T 13 S - R 69 E. All other water has been hauled.

Stockwater located on Beacon allotment is due to an elaborate water system developed approximately ten years ago. Parties to this 1986 cooperative 18-mile long effort included the St. George, Utah, Bureau of Land Management Office and owners of six BLM allotments which follow:

1. Beaver Dam Slope allotment (Utah)*
2. Scarecrow Peak allotment (Utah and Nevada)*
(aka Terry Benches - NV)
3. Snow Springs allotment (Nevada)
4. Sand Hollow allotment (Nevada)
5. Beacon allotment (Nevada)
6. Mormon Well allotment (Arizona)

EXHIBIT C
DESCRIPTION OF RANGE IMPROVEMENTS

Beacon Dual Use Allotment
(Page 3 of 3)

Owners of above allotments:

1. Beaver Dam Slope Allotment
 - A) J. Claude Frei and Sons
 - B) Landon Frei
 - C) Shelby Frei
 - D) Marion Graf
 - E) Darrell Hafen
 - F) Lane Gubler
 - G) John K. Frei

2. Scarecrow Peak Allotment (aka Terry Benches - NV)
 - A) Dennis Iverson
 - B) Fenton Bowler
 - C) Bill Mull
 - D) Stahlie Farms c/o Larry Stahlie
 - E) Judd Burgess

(1) See Addenda, Exhibit "E" for Water Rights details.

*Beaver Dam Slope and Scarecrow Peak allotments administered by St. George, Utah, BLM office. Other allotments administered by Caliente, Nevada, BLM office.

3. Snow Springs Allotment
 - A) Fenton Bowler
 - B) Jack Bowler
 - C) Ed Balin
 - D) Bill Mull

4. Sand Hollow Allotment
 - A) Kelton Hafen
 - B) Eldon Hafen
 - C) Norman Gubler Trust

5. Beacon Allotment
 - A) Cleo Wood Estate
 - B) Roy Lundgren
 - C) Edwin Larson

6. Mormon Well Allotment
Pine Valley Group (South of St. George)
- Dean Gardner
- Judd Burgess

(Did not contribute to project development or cost.)

NO. 116771

FILED AND RECORDED AT REQUEST OF
STEWART TITLE

AUGUST 10, 2001

AT 40 MINUTES PAST 01 O'CLOCK

PM IN BOOK 157 OF OFFICIAL

RECORDS PAGE 303 LINCOLN

COUNTY, NEVADA.
LESLIE BOUCHER

COUNTY RECORDER
BY Jesse Seaver DEPUTY