

After recording, return to:

Western Pioneer Title Co.
600 Country Club Road
PO Box 10146
Eugene, OR 97440

APN: 06-291-26, 12-050-05, 06-401-03
12-050-07, 06-401-02, 12-050-04,
06-291-09

FILED FOR RECORDING
AT THE REQUEST OF

Cow County Title

2005 MAR 18 PM 4 31

LINCOLN COUNTY RECORDER
FEE *20.00* DEP *au*
LESLIE BOUCHER

FIRST DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made March 14, 2005, between ELDON G. CRAWFORD and BRENDA D. CRAWFORD, Husband and Wife, herein called "Trustor", whose address is: 5195 E. Kirkway, Winnemucca, Nevada, 89445. WESTERN TITLE COMPANY, INC., a Nevada corporation, herein called "Trustee", and EUGENE SAND AND GRAVEL, INC. (as to a 25% interest), CHIKAKO SATO REVOCABLE LIVING TRUST DATED DECEMBER 17, 2004 (as to a 25% interest), GORDON GALLIC (as to a 20% interest), REX BALLENGER (as to a 10% interest), HOWARD BALLENGER (as to a 10% interest), and KAREN WASKOW (as to a 10% interest), herein called "Beneficiaries", whose address is c/o Gordon Gallic, PO Box 11077, Eugene, Oregon, 97440.

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Lincoln, State of Nevada, more particularly described as follows:

See Exhibit "A", Attached

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiaries, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$1,000,000.00, according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiaries, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiaries when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon such property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiaries to the amount of the unsatisfied obligation to Beneficiaries hereby secured. The policy or policies of said insurance shall be delivered to Beneficiaries or to the collection agent of Beneficiaries, as further security, and in default thereof, Beneficiaries may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiaries shall deem necessary. The amount collected by Beneficiaries under any fire or other insurance policy may be applied by Beneficiaries upon the indebtedness secured hereby and in such order as Beneficiaries may determine, or, at the option of Beneficiaries, 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.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. 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 Beneficiaries, who may apply or release such moneys received by them in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiaries or Trustee shall be a party, unless brought by Trustee.

7. 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, of all other sums so secured or to declare default, as provided herein, for failure to so pay.

8. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiaries, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat there of or join in granting any easement thereon.

9. Upon receipt of written request from Beneficiaries reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiaries may declare all sums secured hereby immediately due and payable.

11. The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said Covenant No. 7 to the contrary, proceeds of any foreclosure sale be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Trustor" includes the term "Grantor".

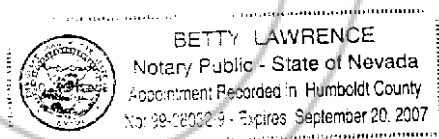
16. If, without the prior written consent of Beneficiaries, all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument, or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustors, which will effect, in law or equity, a divestiture of Trustors' interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand. Beneficiaries shall not unreasonably withhold consent to assumption of this Deed of Trust, upon the same terms as are set forth herein, by a reasonably qualified buyer. Notwithstanding the foregoing, Trustor shall be entitled upon 30 days written notice to Beneficiaries to transfer their interest in said property to a trust, corporation, limited liability company, or other legal entity, provided Trustor shall own and hold a 100% interest in such legal entity. Such transfer shall not relieve Trustor of any liability under the note or this Deed of Trust.

Eldon G. Crawford
Eldon G. Crawford

Brenda D. Crawford
Brenda D. Crawford

STATE OF NEVADA)
) ss.
County of Washoe)

This instrument was acknowledged before me by Eldon G. Crawford and Brenda D. Crawford on this 14 day of March, 2005.



Betty Lawrence
Notary Public for Nevada
My Commission Expires: 9/20/07

EXHIBIT "A"

LEGAL DESCRIPTION

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

The Southeasterly part of the large ranch properties located in Dry Valley, Lincoln County, Nevada, on both sides of Mount Diablo Baseline in (i) Sections 31, 32, 33, and 34, Township 1 North, Range 69 East; and (ii) Sections 2, 3, and 4, Township 1 South, Range 69 East (which properties are originally described in Book 17, page 150 Exhibit A and Book 18, page 233, and variously described in Book 65, page 436, and Book 78, pages 219 and 224, all in the Official Records of Lincoln County, Nevada) and which are depicted on the Record of Survey Map to Show Division Boundary of the Mathews-Crawford Ranch in Dry Valley, Lincoln County, Nevada in Sections 2, 3, 4, 5, and 6 of Township 1 South, Range 69 East; Section 36, Township 1 North, Range 68 East; and Sections 31, 32, 33, and 34, Township 1 North, Range 69 East, M.D.M. recorded January 5, 1999 as File No. 112126, in Plat Book B, at page 180 of the Official Records of Lincoln County, Nevada, and more particularly described as follows:

PARCEL ONE

Beginning at a point marked by a 5/8" rebar with cap stamped P.L.S. 12751 located on the Mount Diablo Baseline, from which the South Quarter (S1/4) corner of Section 31, Township 1 North, Range 69 East bears North 89°46'13" West, 520.43 feet marked by a B.L.M. Brass Cap marked "1/4 South 31, 1974"; thence South 89°46'13" East, 797.89 feet along the said Baseline to the Southeast corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 31, Township 1 North, Range 69 East; thence North 1320 feet more or less to the Northeast corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 31; thence East 2640 feet more or less to the Northwest corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 32, Township 1 North, Range 69 East; thence South 1320 feet more or less to the Southwest corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 32, thence East 3040 feet more or less along the Mount Diablo Baseline to the Northwest corner of Lot 1 (located within the Northeast Quarter (NE1/4) of Section 4, Township 1 South, Range 69 East; thence South 660 feet more or less along the West line of said Lot 1 to the Southwest corner of said Lot 1;

Continued on next page

thence East 2640 feet more or less to the Southeast corner of Lot 4 of Section 3, Township 1 South, Range 69 East; thence North 660 feet more or less to the Northeast corner of said Lot 4 (located on the Mount Diablo Baseline); thence West 410 feet more or less along the said Baseline to the Southeast corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 33, Township 1 North, Range 69 East; thence North 1320 feet more or less to the Northeast corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 33; thence West 3960 feet more or less to the Northwest corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 32; thence North 1320 feet more or less to the Northeast corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 32; thence West 1320 feet more or less to the Southeast corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 32; **thence North 929.38 feet along the East line of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 32*; thence South 56°43'07" West, 744.95 feet* at the Southeast corner of a concrete well pump base; thence South 56°11'13" West, 1837.92 feet*; thence South 51°22'05" West, 1818.92 feet*; thence South 37°37'24" East, 261.41 feet*; thence South 03°43'51" West, 731.32 feet* on the said Baseline and the Point of Beginning**

*to a point marked by a 5/8 inch rebar with cap stamped P.L.S. 12751

**Distances and bearings within double asterics are measured

Basis of Bearings of Measured lines is the North-South centerline of Section 31, Township 1 North, Range 69 East, M.D.M., which is South 00°26'30" West.

PARCEL TWO

The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 2, and Lot Three (3) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 3, in Township 1 South, Range 69 East, M.D.M., in Lincoln County, Nevada.

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PARCEL THREE

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 34, Township 1 North, Range 69 East, M.D.M. and Lots Two (2) and Three (3) and the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section 2, and Lots One (1) and Two (2) and the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section 3, all in Township 1 South, Range 69 East, M.D.M. in Lincoln County, Nevada.

NOTE: The above metes and bounds legal description previously appeared in document recorded March 2, 1999 in Book 140, page 295 of Official Records as Document No. 112398 in the Office of the County Recorder, Lincoln County, Nevada.

ASSESSOR'S PARCEL NUMBER FOR 2004 - 2005: 06-291-26
06-401-02
12-050-04
12-050-05
12-050-07
06-291-09
06-401-03