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APN # <u>008-041-03</u>; <u>008-181-01</u>; <u>008-191-01</u>;

008-021-01; 008-211-01 & 03; 011-140-01;

011-150-01; 008-091-01; 011-201-01;

012-240-01; 012-010-01; 006-191-01;

006-111-01; 006-101-01; 006-011-01 & 005-191-01

Recording Requested by:

STEWART TITLE OF NEVADA

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This instrument is delivered to the Recorder's Office as an accommodation for physical convenience only. It has not been examined as to its validity, execution, or its affect upon title, if any.

Name SHEARMAN & STERLING LLP ATTN: LISA M. BRILL, ESO. Address 599 LEXINGTON AVENUE

City/State/Zip **NEW YORK, NEW YORK 10022-6069** 

# DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEVADA) (Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

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

Assessor's Parcel No.: 013-491-03

PREPARED BY, RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

Shearman & Sterling LLP 599 Lexington Avenue New York, New York 10022-6069 Attention: Lisa M. Brill, Esq.

File #37077-2

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

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# DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEVADA)

by and from

GREAT BASIN TRANSMISSION SOUTH, LLC, "Grantor"

to

STEWART TITLE GUARANTY COMPANY, "Trustee"

for the benefit of

PNC BANK, NATIONAL ASSOCIATION, d/b/a MIDLAND LOAN SERVICES, a division of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent for the Secured Parties, "Beneficiary"

Dated as of February 11, 2011

Counties:

White Pine, Nye,

Lincoln, and Clark

State:

Nevada

THE SECURED PARTY (BENEFICIARY) DESIRES THIS FIXTURE FILING TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN.

NYDOCS03/916882.13

# DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEVADA)

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEVADA) (this "Deed of Trust") is dated as of February 11, 2011 by and from GREAT BASIN TRANSMISSION SOUTH, LLC, a Delaware limited liability company ("Grantor"), whose address is c/o LS Power Development, LLC, Two Tower Center, 11th Floor, East Brunswick, New Jersey 08816 to STEWART TITLE GUARANTY COMPANY a Texas corporation ("Trustee"), with an address at 376 E. Warm Springs Road, Suite 190, Las Vegas, Nevada 89119, for the benefit of PNC BANK, NATIONAL ASSOCIATION, doing business as MIDLAND LOAN SERVICES, a division of PNC BANK, NATIONAL ASSOCIATION, a national banking association, having an address at 10851 Mastin, Suite 700, Overland Park, Kansas 66210, in its capacity as collateral agent (in such capacity, together with any successor collateral agent appointed in accordance with the Guarantee Agreement, "Agent") for the Secured Parties ("Beneficiary").

# ARTICLE 1 <u>DEFINITIONS</u>

Section 1.1 <u>Definitions</u>. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in that certain Loan Guarantee Agreement dated as of the date hereof, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (the "Guarantee Agreement"), by and among Grantor, the U.S. Department of Energy, as guarantor and as loan servicer, and Beneficiary, as collateral agent. As used herein, the following terms shall have the following meanings:

- (a) "Easement": Shall have the meaning set forth in Exhibit A-2 attached hereto.
- (b) "Encroachment Permits": Shall have the meaning set forth in Exhibit A-3 attached hereto.
- (c) "Excluded Assets" (a) any lease, license, contract, property right, agreement or Governmental Approval to the extent that the granting of a security interest by the Borrower in such lease, license, contract, property right, agreement or Governmental Approval would constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights, agreement or Governmental Approval or, solely with respect to any Governmental Approval, would render such Governmental Approval void, voidable, terminable or revocable (other than to the extent that any such term or provision creating such breach, termination, or default would be rendered ineffective by Nevada Revised Statutes 104.9406, 104.9407, 104.9408 or 104.9409); provided, that such lease, license, contract, property right, agreement or Governmental Approval shall only be excluded from the Mortgaged Property only to the extent and for so long as the consequences specified above shall exist and shall constitute part of the Mortgaged Property and become subject to the security interest granted under this Deed of Trust immediately and automatically at such time as such consequences shall no longer exist and (b) any Account Funds distributed or paid from any applicable Project Account to any Person pursuant to the terms of the Account Agreement and the Loan Guarantee Agreement (including, without limitation, any Account Funds distributed from the Restricted Payment Account).
- (d) "Event of Default": An Event of Default under and as defined in the Guarantee Agreement. All notice and cure periods provided in the Guarantee Agreement or in any other Financing Document shall run concurrently with any notice or cure periods provided by law. Without limiting the

foregoing, any other provision hereof to the contrary notwithstanding, Beneficiary or the Trustee shall be entitled to cause a notice of breach and election to sell to be recorded and mailed if an Event of Default occurs and the recording and mailing to Grantor of such notice of breach and election to sell shall constitute notice of a failure to perform pursuant hereto.

(e) "Mortgaged Property": All the estate, right, title, and interest of Grantor in the real property described in Exhibit A-1 attached hereto, together with any greater estate therein as hereafter may be acquired by Grantor (the "Land"), which estate, right, title, and interest of Grantor in the Land is held by Grantor pursuant to the Easement, Encroachment Permits, and ROW together with the rights granted to Grantor pursuant to that certain easement, as more particularly described in Exhibit A-2 attached hereto, those certain encroachment permits, as more particularly described in Exhibit A-3 attached hereto, and those certain rights of way, as more particularly described in Exhibit A-4 attached hereto, and the estates granted to Grantor thereunder, as the same may be amended, renewed, modified, supplemented, or extended from time to time and all of Grantor's right, title and interest now or hereafter acquired in and to (1) that certain contribution agreement and deed pursuant to which Great Basin Transmission, LLC assigned its interest in the Easement, Encroachment Permits, and ROW to Grantor (the "Assignment"), (2) all improvements now owned or hereafter acquired by Grantor, now or at any time situated, placed or constructed upon the Land (the "Improvements"; the Land and Improvements are collectively referred to as the "Premises"), (3) all equipment, goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with or arising from the Premises (the "Personalty"), (4) all equipment, inventory and other goods in which Grantor now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the UCC, defined below) located on or attached to or related to the Land, including without limitation, all towers, lines, transformers, cables, compensators, disconnect switches, grounding, line traps, coupling, capacitor potential devices, switchyard buses, circuit breakers, lighting arrestors, relay and control panels, telephone systems, carrier signal systems, microwave systems, and fiber optic communications equipment (the "Fixtures") (5) all reserves, escrows or impounds required under the Guarantee Agreement or any of the other Financing Documents and all deposit accounts maintained by Grantor with respect to the Mortgaged Property (the "Deposit Accounts"), (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person other than Grantor a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "Leases"), (7) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the 'Rents"), (8) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "Property Agreements"), (9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (10) all property tax refunds payable with respect to the Mortgaged Property (the "Tax Refunds"), (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "Proceeds"), (12) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor (the "Insurance"), (13) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "Condemnation Awards"),

and (14) all books and records of Grantor relating to the ON Line Agreements (as defined in the Transmission Use Agreement) and Governmental Approvals for ON Line (as defined in the Transmission Use Agreement) (the "Books and Records"). As used in this Deed of Trust, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein. Notwithstanding the foregoing, "Mortgaged Property", "Land", "Assignment", "Improvements", "Premises", "Personalty", "Fixtures", "Deposit Accounts", "Leases", "Rents", "Property Agreements", "Tax Refunds", "Proceeds", "Insurance", "Condemnation Awards", and "Books and Records" shall not include any Excluded Asset. Types of collateral defined in the UCC, including without limitation, goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, shall have the meanings given thereto in the UCC. Grantor presently owns an undivided seventy-five percent interest in and to the Mortgaged Property defined above which constitutes all the Grantor's estate, right, title and interest in the Mortgaged Property.

- (f) "Guaranteed Loan": The Guaranteed Loan under and as defined in the Guarantee Agreement.
- (g) "Obligations": The Secured Obligations under and as defined in the Guarantee Agreement.
- (h) "Permitted Liens": The Liens specified in the definition of "Permitted Liens" set forth in Exhibit A to the Guarantee Agreement.
  - (i) "ROW": Shall have the meaning set forth in Exhibit A-4 attached hereto.
- (j) "Security Agreement": That certain Security Agreement by and among Grantor, the U.S. Department of Energy, acting by and though the Secretary of Energy, and Agent dated as of the date hereof, as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time.
- (k) "UCC": The Uniform Commercial Code of Nevada or, if, by reason of mandatory provisions of law, the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Nevada, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

# ARTICLE 2 GRANT

Section 2.1 Grant. To secure the full and timely payment and performance of the Obligations, Grantor GRANTS, BARGAINS, ASSIGNS, SELLS, TRANSFERS, CONVEYS, SETS OVER and CONFIRMS, to Trustee, for the benefit and security of Beneficiary, the Mortgaged Property, subject, however, to the Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property, IN TRUST, WITH POWER OF SALE, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Trustee.

# ARTICLE 3 WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Beneficiary as follows:

Section 3.1 Replacement of Fixtures and Personalty. Grantor shall not, without the prior written consent of Beneficiary, permit any of the Fixtures, Equipment or Personalty owned or leased by Grantor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or is permitted to be removed by the Guarantee Agreement.

# ARTICLE 4 DEFAULT AND FORECLOSURE

Section 4.1 <u>Remedies</u>. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may, at Beneficiary's election and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses:

- (a) Acceleration. Subject to any provisions of the Financing Documents providing for the automatic acceleration of the Guaranteed Loan and the Obligations upon the occurrence of certain Events of Default referred to in Section 8.3 of the Guarantee Agreement, declare the Guaranteed Loan and the Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.
- (b) Entry on Mortgaged Property. Subject to the terms of the Easement, Encroachment Permits, ROW, and applicable law, enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon that comprise part of the Mortgaged Property. If Grantor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default, and without Beneficiary's prior written consent, subject to the terms of the Easement, Encroachment Permits, ROW, and applicable law, Beneficiary may invoke any legal remedies to dispossess Grantor.
- (c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Beneficiary may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary deems necessary or desirable), all in a manner consistent with the terms of the Easement, Encroachment Permits, and ROW, and apply all Rents and other amounts collected by Trustee or Beneficiary in connection therewith in accordance with the provisions of Section 4.7.
- (d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Deed of Trust by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Beneficiary may determine, subject to the terms of the Easement, Encroachment Permits, ROW, and applicable law. With respect to any notices required or permitted under the UCC, Grantor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary may be a purchaser at such sale and if Beneficiary is the highest bidder, Beneficiary may credit the portion of the purchase price that would be distributed to

Beneficiary against the Obligations in lieu of paying cash. In the event this Deed of Trust is foreclosed by judicial action, appraisement of the Mortgaged Property is waived.

- (e) <u>Receiver</u>. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and in a manner consistent with the terms of the Easement, Encroachment Permits, and ROW, and shall apply such Rents in accordance with the provisions of <u>Section 4.7</u>.
- (f) Other. Subject to the terms of the Easement, Encroachment Permits, and ROW, exercise all other rights, remedies and recourses granted under the Financing Documents or otherwise available at law or in equity.
- Section 4.2 <u>Separate Sales</u>. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Trustee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.
- Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Trustee and Beneficiary shall have all rights, remedies and recourses granted in the Financing Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Financing Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Trustee or Beneficiary, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Trustee or Beneficiary in the enforcement of any rights, remedies or recourses under the Financing Documents or otherwise at law or equity shall be deemed to cure any Event of Default.
- Section 4.4 Release of and Resort to Collateral. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Financing Documents or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Obligations, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.
- Section 4.5 Waiver of Redemption and Marshalling of Assets. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment and (b) any right to a marshalling of assets or a sale in inverse order of alienation.
- Section 4.6 <u>Discontinuance of Proceedings</u>. If Trustee or Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted under the Financing Documents and shall thereafter elect to discontinue or abandon it for any reason, Trustee or Beneficiary, as the case may be,

shall have the unqualified right to do so and, in such an event, Grantor, Trustee and Beneficiary shall be restored to their former positions with respect to the Guaranteed Loan, the Obligations, the Financing Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Trustee and Beneficiary shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Trustee or Beneficiary thereafter to exercise any right, remedy or recourse under the Financing Documents for such Event of Default.

- Section 4.7 <u>Application of Proceeds</u>. Subject to the terms of the Intercreditor Agreement (including Section 3.01 thereof), the proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Beneficiary or Trustee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:
- (a) first, to the payment of the trustee's costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same; then
  - (b) second, as provided in Section 6.1(b) of the Security Agreement.

Section 4.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(d) will divest all right, title and interest of Grantor in and to the property sold. Subject to applicable law and the Easement, Encroachment Permits, and ROW, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Grantor retains possession of such property or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

### Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All sums advanced and expenses incurred at any time by Beneficiary under this Section 4.9, or otherwise under this Deed of Trust or any of the other Financing Documents or applicable law, shall bear interest in accordance with Section 8.2(a)(iv) of the Guarantee Agreement, and all such sums, together with interest thereon, shall be secured by this Deed of Trust.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 5, the assignment of the Rents and Leases under Article 6, the security interests under Article 7, nor any other remedies afforded to Beneficiary under the Financing Documents, at law or in equity shall cause Trustee or Beneficiary to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Trustee or Beneficiary to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

# ARTICLE 5 ASSIGNMENT OF RENTS AND LEASES

Section 5.1 <u>Assignment</u>. In furtherance of and in addition to the assignment made by Grantor in <u>Section 2.1</u> of this Deed of Trust, Grantor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Trustee (for the benefit of Beneficiary) and to Beneficiary all of its right, title

and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Grantor shall have a revocable license from Trustee and Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Grantor, the license herein granted shall automatically expire and terminate, without notice to Grantor by Trustee or Beneficiary (any such notice being hereby expressly waived by Grantor to the extent permitted by applicable law), and all Rents received by Grantor shall be held in trust for the benefit of Trustee and shall be forthwith paid over to Trustee in the same form as so received.

Section 5.2 Perfection Upon Recordation. Grantor acknowledges that Beneficiary and Trustee have taken all actions necessary to obtain, and that upon recordation of this Deed of Trust Beneficiary and Trustee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases, subject only to the Permitted Liens. Grantor acknowledges and agrees that upon recordation of this Deed of Trust Trustee's and Beneficiary's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Grantor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3 <u>Bankruptcy Provisions</u>. Without limitation of the absolute nature of the assignment of the Rents hereunder, Grantor, Trustee and Beneficiary agree that (a) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed of Trust extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4 No Merger of Estates. So long as part of the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, Beneficiary, any tenant or any third party by purchase or otherwise.

# ARTICLE 6 SECURITY AGREEMENT

Section 6.1 Security Interest. This Deed of Trust constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Assignment, Personalty, Fixtures, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Books and Records. To this end, Grantor grants to Beneficiary a first and prior security interest (subject only to the Permitted Liens) in the Assignment, Personalty, Fixtures, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards, Books and Records and all other Mortgaged Property which is personal property to secure the payment and performance of the Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property.

Without limiting the foregoing, upon the occurrence and during the continuation of an Event of Default Beneficiary may require Grantor to assemble such personal property and make it available to Beneficiary at a place to be designated by Beneficiary. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Assignment, Personalty, Fixtures, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Books and Records sent to Grantor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor. In the event of any conflict or inconsistency between the terms of this Deed of Trust and the terms of the Security Agreement with respect to the collateral covered both therein and herein, the Security Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 6.2 Financing Statements. Grantor shall prepare and deliver to Beneficiary such financing statements, and shall execute and deliver to Beneficiary such other documents, instruments and further assurances, in each case in form and substance satisfactory to Beneficiary, as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder. Grantor hereby irrevocably authorizes Beneficiary to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor represents and warrants to Beneficiary that Grantor's jurisdiction of organization is the State of Delaware. After the date of this Deed of Trust, Grantor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to Beneficiary.

Section 6.3 Fixture Filing. This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 6.3 is provided so that this Deed of Trust shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Grantor is the "Debtor" and its name and mailing address are set forth in the preamble of this Deed of Trust immediately preceding Article 1. Beneficiary is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Deed of Trust immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(e) of this Deed of Trust. Grantor represents and warrants to Beneficiary that (A) to the extent that the interest of Grantor therein is not a record interest, to the best of Grantor's knowledge, (i) the record owner of (a) the property described in Exhibit A-1, except for the parcel designated as Parcel V (NYE COUNTY) on page A-12 of Exhibit A-1, and (b) the property which is the subject of the right of way described in Exhibit A-4 is the U.S. Department of the Interior, Bureau of Land Management, 4701 Torrey Pines, Las Vegas, Nevada, 89130, and N. 702 Industrial Way, HC33, Box 33500, Ely, Nevada 89301, and 3900 E. Idaho Street, Elko, Nevada, 89801, (ii) the record owners of the parcel designated as Parcel V (NYE COUNTY) on page A-12 of Exhibit A-1 and the property which is subject to the easement described in Exhibit A-2 are Bruce A. and Pamela G. Jensen, P. O. Box 253, Lund, Nevada, 89317, and (iii) the record owner of the Encroachment Permits described in Exhibit A-3, to the extent they constitute real property, is the Nevada Department of Transportation, 1263 South Stewart Street, Carson City, Nevada, 89712 and (B) the employer identification number of Grantor is 27-3971892 and the organizational identification number of Grantor is 4885824.

# ARTICLE 7 CONCERNING THE TRUSTEE

Section 7.1 <u>Certain Rights.</u> With the approval of Beneficiary, Trustee shall have the right to select, employ and consult with counsel. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by it in the performance of its duties and to reasonable compensation for Trustee's services hereunder as shall be rendered. Grantor shall, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and indemnify, defend and save Trustee harmless against, all liability and reasonable expenses which may be incurred by it in the performance of its duties, including those arising from joint, concurrent, or comparative negligence of Trustee; provided, however, that Grantor shall not be liable under such indemnification to the extent such liability or expenses result solely from Trustee's gross negligence or willful misconduct.

Section 7.2 Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 7.3 Successor Trustees. If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or Beneficiary shall desire to appoint a substitute Trustee, Beneficiary shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of Trustee. Such appointment may be executed by any authorized agent of Beneficiary and recorded in the real property records where the Premises are located and as so executed, such appointment shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action.

Section 7.4 Perfection of Appointment. Should any deed, conveyance or instrument of any nature be required from Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee any estates, rights, powers and duties under this Deed of Trust, then, upon the written request by such Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by Grantor.

Section 7.5 <u>Trustee Liability</u>. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise, except for Trustee's gross negligence or willful misconduct.

# ARTICLE 8 MISCELLANEOUS

Section 8.1 Notices. Any notice required or permitted to be given under this Deed of Trust shall be given in accordance with Section 11.1 of the Guarantee Agreement.

Section 8.2 Covenants Running with the Land. All Obligations contained in this Deed of Trust are intended by Grantor, Beneficiary and Trustee to be, and shall be construed as, covenants running with the Land. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property. All

Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Guarantee Agreement and the other Financing Documents; provided, however, that no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

Section 8.3 Attorney-in-Fact. Grantor hereby irrevocably appoints Beneficiary as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise solely (a) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (b) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Mortgaged Property, and (c) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Grantor hereunder; provided, however, that (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (2) any sums advanced by Beneficiary in such performance shall be added to and included in the Obligations and shall bear interest in accordance with Section 8.2(a)(iv) of the Guarantee Agreement; (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3.

Section 8.4 <u>Successors and Assigns</u>. This Deed of Trust shall be binding upon and inure to the benefit of Beneficiary, Trustee and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of Beneficiary, assign any rights, duties or obligations hereunder.

Section 8.5 No Waiver. Any failure by Beneficiary or Trustee to insist upon strict performance of any of the terms, provisions or conditions of the Financing Documents shall not be deemed to be a waiver of same, and Beneficiary or Trustee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 8.6 <u>Guarantee Agreement</u>. If any conflict or inconsistency exists between this Deed of Trust and the Guarantee Agreement, the Guarantee Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 8.7 Release or Reconveyance. Upon payment and performance in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Guarantee Agreement, Beneficiary, at Grantor's request and expense, shall release the liens and security interests created by this Deed of Trust or instruct the Trustee to reconvey the Mortgaged Property to Grantor.

Section 8.8 Waiver of Stay, Moratorium and Similar Rights. Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the Obligations secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary or Trustee.

Section 8.9 <u>Applicable Law.</u> This Deed of Trust shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.

Section 8.10 <u>Headings</u>. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 8.11 <u>Severability</u>. If any provision of this Deed of Trust shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Deed of Trust.

Section 8.12 Entire Agreement. This Deed of Trust and the other Financing Documents embody the entire agreement and understanding between Grantor and Beneficiary relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Financing Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 8.13 Nevada Covenants. Where not inconsistent with the other terms of this Deed of Trust or the other Financing Documents, the following covenants, No. 8 of NRS 107.030 (in effect on the date hereof) are hereby adopted and made a part of this Deed of Trust.

Section 8.14 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to any secured party pursuant to this Deed of Trust and the exercise of any right or remedy by any secured party hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Grantor, PNC Bank, National Association, doing business as Midland Loan Services, a division of PNC Bank, National Association, as Senior Agent, the U.S. Department of Energy, acting by and through the Secretary of Energy, in its capacity as a Senior Claimholder, Nevada Power Company, d/b/a NV Energy and Sierra Pacific Power Company, d/b/a NV Energy. If there is a conflict between the terms of the Intercreditor Agreement and this Deed of Trust, the terms of the Intercreditor Agreement will control.

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IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

GRANTOR:	GR
	a De

EAT BASIN TRANSMISSION SOUTH, LLC,

elaware limited liability company

By: Name: Title:

STATE OF N	w York	)
COUNTY OF _	New York	) ss.: )

Joseph Esters as Authorized of Great Basin Transmission South, LLC.

Signature

Manual Authorized Signature

Manual Authorized of Great Basin Transmission South, LLC.

**Notary Public** 

My Commission Expires:

**ALEXANDRA LINARES** Notary Public, State of New York No. 01Ll6192833 Qualified in Bronx County Commission Exp.rec Sept. 15, 2012 Sept. 15,2012

#### **LEGAL DESCRIPTION**

# **PARCEL I: (CLARK COUNTY)**

# **TOWNSHIP 17 SOUTH:**

S13-T17S-R63E	M.D.B.M.	E ½ NE ¼, SE ¼
S24-T17S-R63E	M.D.B.M.	W ½ NE ¼, E ½ W ½, SW ¼ SW ¼
S25-T17S-R63E	M.D.B.M.	W ½ NW ¼
S26-T17S-R63E	M.D.B.M.	SE ¼ NE ¼, NE ¼ SE ¼, S ½ SE ¼
S35-T17S-R63E	M.D.B.M.	N ½ NE ¼, SW ¼ NE ¼

# **TOWNSHIP 17 SOUTH:**

S07-T17S-R64E	M.D.B.M.	SE ¼ NW ¼, E ½ SW ¼, GOVERNMENT LOTS 8-11,
S18-T17S-R64E	M.D.B.M.	GOVERNMENT LOT 5

#### **TOWNSHIP 16 SOUTH**

S03-T16S-R63E	M.D.B.M.	E ½ SW ¼, SE ¼ NW ¼, GOVERNMENT LOTS 2 & 3
S10-T16S-R63E	M.D.B.M.	W ½ NE ¼, E ½ W ½
S15-T16S-R63E	M.D.B.M.	E 1/2 W 1/2, SW 1/4 SE 1/4
S22-T16S-R63E	M.D.B.M.	N ½ NE ¼
S23-T16S-R63E	M.D.B.M.	E ½, N ½ NW ¼, SE ¼ NW ¼
S25-T16S-R63E	M.D.B.M.	W ½ SW ¼, SW ¼ NW ¼
S26-T16S-R63E	M.D.B.M.	E ½ E ½, NW ¼ NE ¼
S36-T16S-R63E	M.D.B.M.	SW ¼, W ½ NW ¼

# **TOWNSHIP 15 SOUTH**

S03-T15S-R63E	M.D.B.M.	E 1/2
S10-T15S-R63E	M.D.B.M.	NE ¼, N ½ SE ¼, SW ¼ SE ¼
S15-T15S-R63E	M.D.B.M.	W 1/2 E 1/2
S22-T15S-R63E	M.D.B.M.	W ⅓ E ⅓
S27-T15S-R63E	M.D.B.M.	W ½ E ½, E ½ SW ¼
S34-T15S-R63E	M.D.B.M.	W ½ E ½, E ½ W ½

# **TOWNSHIP 14 SOUTH**

S03-T14S-R63E	M.D.B.M.	W ½ W ½
S10-T14S-R63E	M.D.B.M.	NW ¼, N ½ SW ¼, SE ¼ SW ¼
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313-1143-NOJE W.D.D.W. E 72 W 72. 5 W 74	\$15-T14S-R63E	M.D.B.M.	E ½ W ½, SW ¼ SE
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\$22-T14S-R63E M.D.B.M. W ½ E ½, E ½ NW ¼, NE ¼ SW ¼

\$27-T14S-R63E M.D.B.M. W ½ E ½, SE ¼ SE ¼

\$34-T14S-R63E M.D.B.M. E ½

### **TOWNSHIP 14 SOUTH**

\$29-T14S-R67E M.D.B.M. SE 1/4

#### **TOWNSHIP 13 ½ SOUTH**

\$33-T13½S-R63E M.D.B.M. E ½ NE ¼, NE ¼ SE ¼

\$34-T13½S-R63E M.D.B.M. W ½ W ½

#### **TOWNSHIP 13 SOUTH**

S05-T13S-R63E M.D.B.M. SW ¼ NW ¼, GOVERNMENT LOTS 2, 4-18

S08-T13S-R63E M.D.B.M. GOVERNMENT LOTS 2-9, 11-14, 16, 17

\$17-T13S-R63E M.D.B.M. E ½ W ½, W ½ SE ¼, GOVERNMENT LOTS 1-8

S20-T13S-R63E M.D.B.M. W ½ E ½, SE ¼ SE ¼, GOVERNMENT LOTS 1-3, 7-10

S21-T13S-R63E M.D.B.M. GOVERNMENT LOT 3

S27-T13S-R63E M.D.B.M. W ½ SW ¼, SW ¼ NW ¼

S28-T13S-R63E M.D.B.M. E ½ E ½, W ½ NE ¼, N ½ NW ¼

\$29-T13S-R63E M.D.B.M. NE ¼ NE ¼

S34-T13S-R63E M.D.B.M. W ½ W ½

### PARCEL II: (LINCOLN COUNTY SOUTH)

#### **TOWNSHIP 12 SOUTH**

S01-T12S-R62E M.D.B.M. GOVERNMENT LOT 1, SE ¼ NE ¼, NE ¼ SE ¼

#### **TOWNSHIP 12 SOUTH**

S06-T12S-R63E M.D.B.M. GOVERNMENT LOTS 6, 7, 10-15, 19-22, SE ¼ NW ¼, E ½ SW ¼

S07-T12S-R63E M.D.B.M. E ½ NW¼, GOVERNMENT LOTS 1, 2, 7, 8, 10-17

\$18-T12S-R63E M.D.B.M. GOVERNMENT LOTS 7-9, 11-13, 16-18, 21-24

\$19-T12S-R63E M.D.B.M. GOVERNMENT LOTS 5-8, 11-18, 21-24

S30-T12S-R63E M.D.B.M. W 1/2 NE 1/4, GOVERNMENT LOTS 5-10, 15, 16

S31-T12S-R63E M.D.B.M. NE ¼, N ½ SE ¼, SE ¼ SE ¼

S32-T12S-R63E M.D.B.M. GOVERNMENT LOTS 1-8

#### TOWNSHIP 11 SOUTH

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S01-T11S-R62E	M.D.B.M.	GOVERNMENT LOTS 2, 3, SE ¼ NW ¼, SW ¼ NE ¼, W ½ SE ¼,
		E ½ SW ¼
S12-T11S-R62E	M.D.B.M.	W ½ E ½, SW ¼, S ½ NW ¼, NE ¼ NW ¼
S13-T11S-R62E	M.D.B.M.	NE ¼, E ½ SE ¼, W ½ W ½
S24-T11S-R62E	M.D.B.M.	W ½ W ½, E ½ E ½
S25-T11S-R62E	M.D.B.M.	N ½ NW ¼, SE ¼ NW ¼, SW ¼ NE ¼, W ½ SE ¼, SE ¼ SE ¼, NE
		¼ SW ¼
S36-T11S-R62E	MDRM	E ¼ E ¼ NW ¼ NE ¼

# **TOWNSHIP 11 SOUTH**

S18-T11S-R63E	M.D.B.M.	GOVERNMENT LOT 4, NW1/4 NE1/4, S 1/2 NE1/4
S19-T11S-R63E	M.D.B.M.	GOVERNMENT LOTS 8-11, 17-20
S20-T11S-R63E	M.D.B.M.	W ½ SW ¼
S30-T11S-R63E	M.D.B.M.	GOVERNMENT LOTS 5-16
S31-T11S-R63E	M.D.B.M.	GOVERNMENT LOTS 7, 8, 15-18
S32-T11S-R63E	M.D.B.M.	NW ¼ NW ¼, S ½ NW ¼

# **TOWNSHIP 10 SOUTH**

S02-T10S-R62E	M.D.B.M.	SE ¼ NW ¼, SW ¼ NE ¼, SE ¼, E ½ SW ¼, GOVERNMENT
		LOTS 2, 3
S11-T10S-R62E	M.D.B.M.	E ½, E ½ W ½
S14-T10S-R62E	M.D.B.M.	SW ¼ SE ¼, W ½ NE ¼, E ½ NW ¼, NE ¼ SW ¼, S ½ SW ¼
S23-T10S-R62E	M.D.B.M.	N ½ NW ¼, SE ¼ NW ¼, E ½ SW ¼, W ½ E ½, SE ¼ SE ¼
S25-T10S-R62E	M.D.B.M.	SW ¼ SW ¼
S26-T10S-R62E	M.D.B.M.	NE ¼, E ½ SE ¼
S35-T10S-R62E	M.D.B.M.	NE ¼ NE ¼
S36-T10S-R62E	M.D.B.M.	W ½ W ½, SE ¼ NW ¼, E ½ SW ¼, NW ¼ SE ¼, E ½ NE ¼

# **TOWNSHIP 9 SOUTH**

S03-T09S-R62E	M.D.B.M.	S ½ NE ¼, SE ¼, GOVERNMENT LOT 2
S10-T09S-R62E	M.D.B.M.	E 1/2 E 1/2
S11-T09S-R62E	M.D.B.M.	SW 1/4 SW 1/4
S14-T09S-R62E	M.D.B.M.	W ½ W ½
S15-T09S-R62E	M.D.B.M.	E ½ NE ¼
S23-T09S-R62E	M.D.B.M.	W ½ NW ¼, SE ¼ NW ¼, SW ¼
S26-T09S-R62E	M.D.B.M.	NW ¼ NW ¼, E ½ W ½, SW ¼ SE ¼
S35-T09S-R62E	M.D.B.M.	E ½ NW ¼, W ½ NE ¼, NW ¼ SE ¼, NE ¼ SW ¼,
***************************************	/	GOVERNMENT LOTS 2 & 3

#### TOWNSHIP 8 SOUTH

S24-T08S-R62E	M.D.B.M.	NE ¼ NE ¼, S ½ NE ¼, SE ¼, SE ¼ SW ¼
S25-T08S-R62E	M.D.B.M.	NW ¼ NE ¼, NW ¼, NW ¼ SW ¼
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S26-T08S-R62E	M.D.B.M.	SE ¼ NE ¼, SE ¼, SE ¼ SW ¼
S34-T08S-R62E	M.D.B.M.	SE ¼ NE ¼, SE ¼ SW ¼, N ½ SE

SE ¼ NE ¼, SE ¼ SW ¼, N ½ SE ¼, SW ¼ SE ¼ S35-T08S-R62E M.D.B.M. NW 1/4 NE 1/4, N 1/2 NW 1/4, SW 1/4 NW 1/4

#### **TOWNSHIP 8 SOUTH**

S05-T08S-R63E	M.D.B.M.	S ½ NW ¼, NE ¼ NW ¼, N ½ NE ¼, SW ¼ NE ¼, SW ¼, NW ¼

SE 1/4

E 1/2 NE 1/4, SE 1/4 S07-T08S-R63E M.D.B.M. S08-T08S-R63E M.D.B.M. NW 1/4, W 1/2 SW 1/4

S18-T08S-R63E M.D.B.M. NE ¼, E ½ NW ¼, SW ¼, NW ¼ SE ¼

S19-T08S-R63E W ½ NW ¼, NW ¼ SW ¼ M.D.B.M.

#### **TOWNSHIP 7 SOUTH**

S02-T07S-R63E	M.D.B.M.	NW ¼ NW ¼
S03-T07S-R63E	M.D.B.M.	NE¼, SE¼, SE¼ SW¼
S10-T07S-R63E	M.D.B.M.	W ½ NE ¼, E ½ NW ¼, SW ¼, NW ¼ SE ¼

W ½ NW ¼, NE ¼ NW ¼, W ½ SW ¼ S15-T07S-R63E M.D.B.M. SW ¼ SE ¼, E ½ SE ¼, SE ¼ NE ¼ S16-T07S-R63E M.D.B.M.

S21-T07S-R63E M.D.B.M. NE ¼, W ½ SE ¼, E ½ SW ¼, SE ¼ NW ¼

NW 14 NE 14, NE 14 NW 14, S 12 NW 14, NE 14 SW 14, W 12 SW 14 M.D.B.M. S28-T07S-R63E

S29-T07S-R63E M.D.B.M. SE 1/4 SE 1/4

NE 1/4 NE 1/4, S 1/2 NE 1/4, SE 1/4, SE 1/4 SW 1/4 S32-T07S-R63E M.D.B.M.

S33-T07S-R63E M.D.B.M. W 1/2 NW 1/4

#### TOWNSHIP 6 SOUTH

S01-T06S-R63E	M.D.B.M.	E 1/2 SE 1/4	\	

NE ¼ NE ¼, S ½ NE ¼, NE ¼ SE ¼, W ½ SE ¼, SE ¼ SW ¼ M.D.B.M. S12-T06S-R63E

M.D.B.M. W ½ NE ¼, E ½ NW ¼, SW ¼ S13-T06S-R63E

E 1/2 NE 1/4, NE 1/4 SE 1/4, S 1/2 SE 1/4 S23-T06S-R63E M.D.B.M.

S24-T06S-R63E M.D.B.M. W ½ NW ¼, NW ¼ SW ¼

S26-T06S-R63E M.D.B.M. NE 14 NE 14, W 1/2 E 1/2, E 1/2 SW 1/4

S34-T06S-R63E M.D.B.M. SE 1/4 SE 1/4

S35-T06S-R63E M.D.B.M. NW ¼, N ½ SW ¼, SW ¼ SW ¼

#### TOWNSHIP 6 SOUTH

S06-T06S-R64E M.D.B.M. SE 1/4 NW 1/4, GOVERNMENT LOTS 3-7

S07-T06S-R64E M.D.B.M. GOVERNMENT LOT 1

#### TOWNSHIP 5 SOUTH

S04-T05S-R64E	M.D.B.M.	SW ¼ NE ¼, SE ¼ NW ¼, E ½ SW ¼, SW ¼ SW ¼, NW ¼ SE ¼, GOVERNMENT LOT 2
S08-T05S-R64E	M.D.B.M.	E ½ SE ¼
S09-T05S-R64E	M.D.B.M.	NW ¼, W ½ SW ¼
S17-T05S-R64E	M.D.B.M.	NE ¼ NE ¼, S ½ NE ¼, NE ¼ SE ¼, W ½ SE ¼, SE ¼ SW ¼
S20-T05S-R64E	M.D.B.M.	NW ¼ NE ¼, E ½ NW ¼, SW ¼
S29-T05S-R64E	M.D.B.M.	W ½ NW ¼
S30-T05S-R64E	M.D.B.M.	E ½ NE ¼, NE ¼ SE ¼, S ½ SE ¼, SE ¼ NW ¼
S31-T05S-R64E	M.D.B.M.	NW ¼ NE ¼, W ½ NE ¼, W ½ SE ¼, E ½ SW ¼, SE ¼ NW ¼

### **TOWNSHIP 4 SOUTH**

S02-T04S-R64E	M.D.B.M.	SW ¼ NE ¼, SE ¼ NW ¼, NE ¼ SW ¼, S ½ SW ¼,
		GOVERNMENT LOT 2
S10-T04S-R64E	M.D.B.M.	E ½ SE ¼
S11-T04S-R64E	M.D.B.M.	NE ¼ NW ¼, W ½ NW ¼, W ½ SW ¼
S15-T04S-R64E	M.D.B.M.	E ½ NE ¼, W ½ E ½, SE ¼ SW ¼
S22-T04S-R64E	M.D.B.M.	NW ¼ NE ¼, NE ¼ NW ¼, SE ½ NW¼, NE ¼ SW ¼, W ½ SW¾
S27-T04S-R64E	M.D.B.M.	W ½ NW ¼
S28-T04S-R64E	M.D.B.M.	E ½ NE ¼, SE ¼
S33-T04S-R64E	M.D.B.M.	W ½ NE ¼, SE ¼ NW ¼, NE ¼ SW ¼, S ½ SW ¼, NW ¼ SE ¼

S13-T03S-R64E	M.D.B.M.	E ½ SE ¼
S24-T03S-R64E	M.D.B.M.	NE ¼, W ½ SE ¼, SE ¼ SW ¼
S25-T03S-R64E	M.D.B.M.	NE ¼ NW ¼, S ½ NW ¼, W ½ SW ¼, NE ¼ SW ¼
S35-T03S-R64E	M.D.B.M.	E ½ NE ¼, SE ¼
S36-T03S-R64E	M.D.B.M.	NW ¼ NW ¼

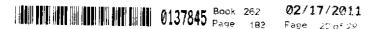
# **TOWNSHIP 3 SOUTH:**

S06-T03S-R65E	M.D.B.M. S ½ NE ¼, NE ¼ SE ¼, W ½ SE ¼, NE ¼ SW ¼,	
	GOVERNMENT LOT 1	
S07-T03S-R65E	M.D.B.M. W ½ NE ¼, E ½ NW ¼, E ½ SW ¼, GOVERNMENT LO	ΓS 3 &
	4	
S18-T03S-R65E	M.D.B.M. GOVERNMENT LOTS 1-3	

# TOWNSHIP 2 SOUTH:

N		
S05-T02S-R65E	M.D.B.M.	SE ¼ NE ¼, E ½ SE ¼, GOVERNMENT LOT 1
S08-T02S-R65E	M.D.B.M.	E ½ E ½
S17-T02S-R65E	M.D.B.M.	E ½ E ½
S20-T02S-R65E	M.D.B.M.	E ½ E ½
S29-T02S-R65E	M.D.B.M.	NE ¼, W ½ SE ¼, E ½ SW ¼
S31-T02S-R65E	M.D.B.M.	E ½ SE ¼
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S32-T02S-R65E M.D.B.M. NW ¼, W ½ SW ¼

# **TOWNSHIP 1 SOUTH:**

S04-T01S-R65E S08-T01S-R65E	M.D.B.M. M.D.B.M.	W ½ SW ¼, GOVERNMENT LOT 4 SE ¼ NE ¼, E ½ SE ¼
S09-T01S-R65E	M.D.B.M.	W 1/2 SW 1/4, GOVERNMENT LOTS 4 & 5
S16-T01S-R65E S17-T01S-R65E	M.D.B.M. M.D.B.M.	W ½ W ½ E ½ E ½
S20-T01S-R65E S29-T01S-R65E	M.D.B.M.	E ½ E ½ E ½ E ½
S32-T01S-R65E	M.D.B.M. M.D.B.M.	E ½ E ½

#### **TOWNSHIP 1 SOUTH:**

S03-T01S-R66E

M.D.B.M.

NW 1/4 NE 1/4

# (LINCOLN COUNTY NORTH)

# **TOWNSHIP 1 NORTH:**

S05-T01N-R65E	M.D.B.M.	GOVERNMENT LOTS 3 & 4, S ½ NW ¼, SW ¼
S06-T01N-R65E	M.D.B.M.	E ½ SW ¼
S08-T01N-R65E	M.D.B.M.	W-1/2
S17-T01N-R65E	M.D.B.M.	W ½
S19-T01N-R65E	M.D.B.M.	E ½ W ½
S20-T01N-R65E	M.D.B.M.	W ½
S29-T01N-R65E	M.D.B.M.	W ½
S32-T01N-R65E	M.D.B.M.	W 1/2

# **TOWNSHIP 2 NORTH:**

S06-T02N-R65E	M.D.B.M. SE ¼ NW ¼, E ½ SW ¼, SW ¼ SE ¼, GOVERNMENT LOTS
	4-&-5
S07-T02N-R65E	M.D.B.M. NE ¼, NE ¼ SE ¼
S08-T02N-R65E	M.D.B.M. W ½ SW ¼
S17-T02N-R65E	M.D.B.M. W ½
S20-T02N-R65E	M.D.B.M. W 1/2
S29-T02N-R65E	M.D.B.M. W ½
S32-T02N-R65E	M.D.B.M. W 1/2
76.	1 1

#### **TOWNSHIP 3 NORTH**

S05-T03N-R63E M.D.B.M. NE 1/4 SE 1/4

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### **TOWNSHIP 3 NORTH:**

S03-T03N-R64E	M.D.B.M.	W ½ SW ¼
S04-T03N-R64E	M.D.B.M.	S ½ NE ¼, E ½ SE ¼, GOVERNMENT LOTS 1 & 2
S10-T03N-R64E	M.D.B.M.	SW ¼ NE ¼, NW ¼, NE ¼ SW ¼, W ½ SE ¼, SE ¼ SE ¼
S14-T03N-R64E	M.D.B.M.	SW ¼ NW ¼, W ½ SW ¼, SE ¼ SW ¼
S15-T03N-R64E	M.D.B.M.	N ½ NE ¼, SE ¼ NE ¼, NE ¼ SE ¼
S23-T03N-R64E	M.D.B.M.	W ½ NE ¼, E ½ NW ¼, SE ¼
S25-T03N-R64E	M.D.B.M.	W ½ NW ¼, N ½ SW ¼, SE ¼ SW ¼, SW ¼ SE ¼
S26-T03N-R64E	M.D.B.M.	NE ¼ NE ¼
S36-T03N-R64E	M.D.B.M.	SE ¼ NE ¼, W ½ NE ¼, NE ¼ NW ¼, NW ¼ SE ¼, E ½ SE ¼

# **TOWNSHIP 3 NORTH:**

S31-T03N-R65E

M.D.B.M.

SW 1/4 SW 1/4

# **TOWNSHIP 4 NORTH:**

S01-T04N-R62E

M.D.B.M.

NE 1/4 NE 1/4

### **TOWNSHIP 4 NORTH:**

S01-T04N-R63E	M.D.B.M.	SW 1/4 SE 1/4, S 1/2 SW 1/4
S02-T04N-R63E	M.D.B.M.	S ½ S ½
S03-T04N-R63E	M.D.B.M.	SE ¼, SW ¼
S04-T04N-R63E	M.D.B.M.	S ½ N ½, N ½ S ½, SE ¼ SE ¼
S05-T04N-R63E	M.D.B.M.	W ½ NE ¼, SE ¼ NE ¼, NW ¼, NE ¼ SE ¼
S06-T04N-R63E	M.D.B.M.	N ½ NE ¼, SE ¼ NE ¼, N ½ NW ¼
S11-T04N-R63E	M.D.B.M.	NE ¼ NE ¼
S12-T04N-R63E	M.D.B.M.	N ½ N ½, SE ¼ NE ¼

# **TOWNSHIP 4 NORTH:**

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Ì	S07-T04N-R64E	M.D.B.M.	SW 1/4 NW 1/4, W 1/2 SW 1/4, SE 1/4 SW 1/4
	S18-T04N-R64E	M.D.B.M.	W ½ NE ¼, E ½ NW ¼, SE ¼
	S19-T04N-R64E	M.D.B.M.	E ½ NE ¼
	S20-T04N-R64E	M.D.B.M.	W ½ NW ¼, N ½ SW ¼, SE ¼ SW ¼, SW ¼ SE ¼
١	S28-T04N-R64E	M.D.B.M.	SW 1/4 SW 1/4
7	S29-T04N-R64E	M.D.B.M.	SE ¼ NE ¼, W ½ NE ¼, NE ¼ NW ¼, N ½ SE ¼, SE ¼ SE ¼
	S32-T04N-R64E	M.D.B.M.	NE ¼ NE ¼
	S33-T04N-R64E	M.D.B.M.	W ½ NW ¼, SE ¼ NW ¼, N ½ SW ¼, SE ¼ SW ¼, W ½ SE ¼

# **TOWNSHIP 5 NORTH:**

S34-T05N-R62E

M.D.B.M.

S ½ NE ¼, W ½ NW ¼, SE ¼ NW ¼, N ½ SE ¼

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S35-T05N-R62E

M.D.B.M.

S ½ NW ¼, N ½ SW ¼, SE ¼

S36-T05N-R62E

M.D.B.M.

SW 14, S 1/2 SE 1/4

#### **TOWNSHIP 5 NORTH:**

S31-T05N-R63E

M.D.B.M.

S 1/2 SW 1/4

# PARCEL III: (NYE COUNTY)

#### **TOWNSHIP 5 NORTH:**

S03-T05N-R60E	M.D.B.M.	SW ¼ NW ¼, W ½ SW ¼, SE ¼ SW ¼	
S04-T05N-R60E	M.D.B.M.	SE ¼ NE ¼, GOVERNMENT LOTS 1 & 2	
S10-T05N-R60E	M.D.B.M.	W ½ NE ¼, E ½ NW ¼, N ½ SE ¼, SE ¼ SE ¼	1
S13-T05N-R60E	M.D.B.M.	S ½ NW ¼, S ½	
S14-T05N-R60E	M.D.B.M.	SE ¼ NW ¼, W ½ NW ¼, N ½ SW ¼, NW ¼ SE ¼, S	5 ½ S ½, NW ¼
		NE ¼, SE ¼ NE ¼	
S15-T05N-R60E	M.D.B.M.	NE ¼ NE ¼	

#### **TOWNSHIP 5 NORTH:**

S18-T05N-R61E	M.D.B.M.	GOVERNMENT LOT 4
S19-T05N-R61E	M.D.B.M.	N ½ NE ¼, NE ¼ NW ¼, GOVERNMENT LOT 1
S20-T05N-R61E	M.D.B.M.	S ½ N ½, NW ¼ NW ¼
S21-T05N-R61E	M.D.B.M.	N ½ S ½, SW ¼ NW ¼
S22-T05N-R61E	M.D.B,M.	S ½ S ½, NW ¼ SW ¼
S23-T05N-R61E	M.D.B.M.	SW 1/4 SW 1/4
S25-T05N-R61E	M.D.B.M.	S ½ NE ¼, NW ¼
S26-T05N-R61E	M.D.B.M.	N ½ N ½

# **TOWNSHIP 5 NORTH:**

S28-T05N-R62E	M.D.B.M. SW ¼ SW ¼
S29-T05N-R62E	M.D.B.M. S ½ S ½
S30-T05N-R62E	M.D.B.M. SE ¼, N ½ SW ¼, SE ¼ SW ¼
S32-T05N-R62E	M.D.B.M. N ½ NE ¼, NE ¼ NW ¼
S33-T05N-R62E	M.D.B.M. N ½ N ½, S ½ NE ¼
S34-T05N-R62E	M.D.B.M. S ½ NE ¼, SE ¼ NW ¼, W ½ NW ¼, N ½ SE ¼

#### TOW<u>NSHIP 6 NORTH:</u>

S04-T06N-R60E	M.D.B.M.	SE ¼ NW ¼, E ½ SW ¼, SW ¼ NE ¼, W ½ SE ¼,
		GOVERNMENT LOTS 2 & 3
S09-T06N-R60E	M.D.B.M.	E 1/2 W 1/2

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S16-T06N-R60E	M.D.B.M.	E 1/2 W 1/2
S21-T06N-R60E	M.D.B.M.	E 1/2 W 1/2
S28-T06N-R60E	M.D.B.M.	E 1/2 W 1/2
S33-T06N-R60E	M.D.B.M.	E ½ W ½, SW ¼ SE ¼

# **TOWNSHIP 7 NORTH:**

S04-T07N-R60E	M.D.B.M.	S ½ NE ¼, W ½ SE ¼, NE ¼ SE ¼, GOVERNMENT LOTS 1
		& 2
S09-T07N-R60E	M.D.B.M.	W ½ E ½
S16-T07N-R60E	M.D.B.M.	W 1/2 E 1/2
S21-T07N-R60E	M.D.B.M.	W ½ E ½
S28-T07N-R60E	M.D.B.M.	W ½ E ½
S33-T07N-R60E	M.D.B.M.	W ½ E ½, SE ¼ SW ¼

### **TOWNSHIP 8 NORTH:**

S04-T08N-R60E	M.D.B.M.	NE ¼, E ½ SE ¼
S09-T08N-R60E	M.D.B.M.	E 1/2 E 1/2
S16-T08N-R60E	M.D.B.M.	E 1/2 E 1/2
S21-T08N-R60E	M.D.B.M.	E 1/2 E 1/2
S28-T08N-R60E	M.D.B.M.	E 1/2
S33-T08N-R60E	M.D.B.M.	W ½ E ½, E ½ NE ¼

### **TOWNSHIP 9 NORTH:**

S03-T09N-R60E	M.D.B.M.	W ½ E ½, E ½ SW ¼	
S10-T09N-R60E	M.D.B.M.	E ½ W ½, W ½ SW ¼	
S15-T09N-R60E	M.D.B.M.	W 1/2 W 1/2	
S16-T09N-R60E	M.D.B.M.	E 1/2 SE 1/4	
S21-T09N-R60E	M.D.B.M.	E ½ E ½, W ½ SE ¼	
S28-T09N-R60E	M.D.B.M.	W ½ E ½, E ½ SW ¼	
S33-T09N-R60E	M.D.B.M.	SW ¼ NE ¼, E ½ NW ¼, N	E ¼ SW ¼, W ½ SE ¼

# **TOWNSHIP 10 NORTH:**

S01-T10N-R60E	M.D.B.M.	W ½ NW ¼, NW ¼ SW ¼
S02-T10N-R60E	M.D.B.M.	E ½ E ½
S11-T10N-R60E	M.D.B.M.	W ½ E ½, E ½ NE ¼, NE ¼ SE ¼
S14-T10N-R60E	M.D.B.M.	W ½ NE ¼, SE ¼ NW ¼, E ½ SW ¼, NW ¼ SE ¼
S23-T10N-R60E	M.D.B.M.	NE ¼ NW ¼, S ½ NW ¼, W ½ SW ¼
S26-T10N-R60E	M.D.B.M.	W ½ NW ¼, NW ¼ SW ¼
S27-T10N-R60E	M.D.B.M.	SE ¼ NE ¼, E ½ SE ¼
S34-T10N-R60E	M.D.B.M.	SW ¼ NE ¼, E ½ NE ¼, N ½ SE ¼, SW ¼ SE ¼

# **TOWNSHIP 11 NORTH:**

S35-T11N-R60E

M.D.B.M.

SE 1/4 SE 1/4

S36-T11N-R60E

M.D.B.M.

W 1/2 W 1/2

### PARCEL IV: (WHITE PINE NORTH)

# **TOWNSHIP 11 NORTH:**

S02-T11N-R60E	M.D.B.M.	SW ¼ NW ¼, N ½ SW ¼, SE ¼ SW ¼,
		GOVERNMENT LOT 4
S03-T11N-R60E	M.D.B.M.	SE ¼ NE ¼, GOVERNMENT LOT 1
S11-T11N-R60E	M.D.B.M.	SE ¼ NE ¼, W ½ NE ¼, NE ¼ NW ¼, NW ¼ SE ¼, E ½ SE ¼
S12-T11N-R60E	M.D.B.M.	SW 1/4 SW 1/4
S13-T11N-R60E	M.D.B.M.	W ½ W ½, E ½ SW ¼
S24-T11N-R60E	M.D.B.M.	E ½ W ½, W ½ SE ¼
S25-T11N-R60E	M.D.B.M.	E ½ W ½, SW ¼ SW ¼
S36-T11N-R60E	M.D.B.M.	W ½ W ½

### **TOWNSHIP 12 NORTH:**

S03-T12N-R60E	M.D.B.M.	S ½ NW ¼, SW ¼, GOVERNMENT LOTS 2 & 3
S09-T12N-R60E	M.D.B.M.	SE ¼ SE ¼
S10-T12N-R60E	M.D.B.M.	NW ¼, W ½ SW ¼
S15-T12N-R60E	M.D.B.M.	W ½ NW ¼
S16-T12N-R60E	M.D.B.M.	E ½ E ½
S21-T12N-R60E	M.D.B.M.	E ½ NE ¼, SE ¼
S27-T12N-R60E	M.D.B.M.	W ½ SW ¼, SE ¼ SW ¼
S28-T12N-R60E	M.D.B.M.	N ½ NE ¼, SE ¼ NE ¼, NE ¼ SE ¼
S34-T12N-R60E	M.D.B.M.	SW ¼ NE ¼, E ½ NW ¼, NW ¼ NW ¼, W ½ SE ¼, SE ¼ SE ¼

### **TOWNSHIP 13 NORTH:**

S01-T13N-R60E	M.D.B.M.	E 1/2 SE 1/4
S11-T13N-R60E	M.D.B.M.	SE 1/4 SE 1/4
S12-T13N-R60E	M.D.B.M.	N ½ NE ¼, SW ¼ NE ¼, SE ¼ NW ¼, SW ¼
S13-T13N-R60E	M.D.B.M.	NW ¼ NW ¼
S14-T13N-R60E	M.D.B.M.	NE ¼, SE ¼ NW ¼, NE ¼ SW ¼, S ½ SW ¼, N ½ SE ¼, SW
		¼ SE ¼
S22-T13N-R60E	M.D.B.M.	SE ¼ NE ¼, E ½ SE ¼
S23-T13N-R60E	M.D.B.M.	NW ¼ NE ¼, NW ¼, N ½ SW ¼, SW ¼ SW ¼
S26-T13N-R60E	M.D.B.M.	NW ¼ NW ¼
S27-T13N-R60E	M.D.B.M.	E ½, E ½ SW ¼
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S34-T13N-R60E

M.D.B.M. NE ¼, E ½ NW ¼, E ½ SW ¼, W ½ SE ¼

#### **TOWNSHIP 13 NORTH:**

S06-T13N-R61E

M.D.B.M.

SE 1/4 NW 1/4, GOVERNMENT LOTS 2, 3, 5, 6 & 7

#### **TOWNSHIP 14 NORTH:**

S04-T14N-R61E	M.D.B.M.	SE ¼ NE ¼, SE ¼, GOVERNMENT LOTS 1 & 8
S09-T14N-R61E	M.D.B.M.	W ½ NE ¼, SE ¼ NW ¼, E ½ SW ¼, NW ¼ SE ¼
S16-T14N-R61E	M,D,B,M.	W ½ W ½, E ½ NW ¼
S17-T14N-R61E	M.D.B.M.	SE ¼ SE ¼
S20-T14N-R61E	M.D.B.M.	E ½ NE ¼, NE ¼ SE ¼, S ½ SE ¼
S21-T14N-R61E	M.D.B.M.	NW ¼ NW ¼
S29-T14N-R61E	M.D.B.M.	W ½ NE ¼, NW ¼ SE ¼, E ½ SW ¼
S31-T14N-R61E	M.D.B.M.	SE ¼ NE ¼, NE ¼ SE ¼, S ½ SE ¼
S32-T14N-R61E	M.D.B.M.	N ½ NW ¼, SW ¼ NW ¼, NW ¼ SW ¼

#### **TOWNSHIP 15 NORTH:**

S04-T15N-R61E	M.D.B.M.	W ½ SW ¼
S05-T15N-R61E	M.D.B.M.	E.½ E ½, W ½ NE ¼
S09-T15N-R61E	M.D.B.M.	SE ¼ NW ¼, W ½ NW ¼, N ½ SW ¼, SE ¼ SW ¼
\$16-T15N-R61E	M.D.B.M.	W ½ NE ¼, E ½ NW ¼, W ½ SE ¼, SE ¼ SE ¼
S21-T15N-R61E	M.D.B.M.	E ½ E ½, NW ¼ NE ¼
S22-T15N-R61E	M.D.B.M.	W ½ SW ¼
S27-T15N-R61E	M.D.B.M.	W ½ NW ¼
S28-T15N-R61E	M.D.B.M.	E 1/2 E 1/2
S33-T15N-R61E	M.D.B.M.	E 1/2 E 1/2

#### **TOWNSHIP 16 NORTH:**

Ì	S06-T16N-R61E	M.D.B.M.	SE ¼ NE ¼, E ½ SE ¼, GOVERNMENT LOT 1
	S07-T16N-R61E	M.D.B.M.	E ½ E ½
	S18-T16N-R61E	M.D.B.M.	E 1/2 E 1/2
	S19-T16N-R61E	M.D.B.M.	E 1/2
Ĺ	S30-T16N-R61E	M.D.B.M.	E 1/2
1	S31-T16N-R61E	M.D.B.M.	E ½ NE ¼, NE ¼ SE ¼
	S32-T16N-R61E	M.D.B.M.	SW 1/4 NW 1/4, W 1/2 SW 1/4

#### **TOWNSHIP 17 NORTH:**

S06-T17N-R61E	M.D.B.M.	SE ¼ NE ¼, E ½ SE ¼, GOVERNMENT LOT 1
S07-T17N-R61E	M.D.B.M.	E 1/2 E 1/2

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S18-T17N-R61E	M.D.B.M.	ЕИЕИ
S19-T17N-R61E	M.D.B.M.	E 1/2 E 1/2
S27-T17N-R61E	M.D.B.M.	SW ¼ NE ¼
S30-T17N-R61E	M.D.B.M.	E 1/2 E 1/2
S31-T17N-R61E	M.D.B.M.	E ½ NE ¼, NE ¼ SE ¼, GOVERNMENT LOT 4

#### **TOWNSHIP 18 NORTH:**

S19-T18N-R61E	M.D.B.M.	E ½ E ½, NW ¼ NE ¼, E ½ NW ¼, NE ¼ SW ¼
		GOVERNMENT LOT 1 & 2
S20-T18N-R61E	M.D.B.M.	W ½ W ½, E ½ SW ¼
S29-T18N-R61E	M.D.B.M.	W ½ W ½
S30-T18N-R61E	M.D.B.M.	E 1/2 E 1/2
S31-T18N-R61E	M.D.B.M.	GOVERNMENT LOTS 6, 7 & 14, E ½ NE ¼
S32-T18N-R61E	M.D.B.M.	W 1/2 NW 1/4, GOVERNMENT LOTS 4, 5 & 12

#### **PARCEL V: (NYE COUNTY)**

A Two Hundred (200) foot wide power transmission line easement located in the East Half of the Southeast Quarter (E ½ SE ½) of Section 14, Township 5 North, Range 80 East, MDB&M., Nye County, Nevada and is One Hundred (100) feet on each side of the following described centerline of a surveyed power transmission line survey:

Commencing at the Southeast corner of said East Half of the Southeast Quarter (E ½ SE ½), which is marked by a 1970 BLM brass cap:

Thence North 0°29'49" East along the East line of said East Half of the Southeast Quarter (E ½ SE ½), a distance of 1499.01 feet to the true point of beginning;

Thence North 75°59'14" West, a distance of 1394.11 feet to a point on the West line of said East Half of the Southeast Quarter (E ½ SE ½), the terminus of this easement;

The sidelines of this easement shall be lengthened or shortened to meet at the East and West lines of said East Half of the Southeast Quarter (E ½ SE ½)



#### **EASEMENT**

Grant of Easement by and between Bruce A. Jensen and Pamela G. Jensen and Great Basin Transmission, LLC, recorded September 16, 2010 as Document No. 751625, Nye County Official Records.



# **ENCROACHMENT PERMITS**

Occupancy Permits numbers 109948, 109951, 111161, and 113950 granted by the Nevada Department of Transportation.



# ROW

Right-of-Way Grant number NVN-85210 issued by the United States Department of the Interior, Bureau of Land Management.



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