



APN 006-251-09

APN 006-291-26

APN 012-050-07

APN 006-401-02

APN 006-401-03

APN 012-050-04

APN 012-050-05

**DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

**Affirmation Statement**

  X   I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

Cathy Prestwich - Nevada Officer  
Signature Title

Cathy C. Prestwich  
Print

October 1, 2014  
Date

**Grantees address and mail tax statement:**  
Crawford Cattle LLC  
5195 Kirkway Drive  
Winnemucca, NV 89445



0146315

ASSESSOR'S PARCEL NO: ASSESSOR'S PARCEL NO. 006-251-09, 006-291-26, 006-401-02, 006-401-03, 012-050-04, 012-050-05, 3634-33-100-001, 3740-18-100-001, 014-040-08, 11, 13, 14 and 15, 014-040-09, 10, 12 and 16, 014-040-17, 014-040-04, 014-040-07, 014-040-02, 014,040,03, 014,010,05, 09 and 013-030-23, 014-010-06- 014, 014-010-16, 014-010-7, 014-010-18, 013-060-12, 013,060,15 and 22, 013-060-17.

PREPARED BY:  
John P. Manning, V  
P.O. Box 411995  
St. Louis, MO 63141

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
RABO AGRIFINANCE, INC.  
12443 Olive Blvd, Suite 50  
St. Louis, MO 63141  
Attn: Closing Department

Space above this line for Recorder's Use

Golconda Butte Farms

- Real Estate Term Loan - Eden Valley: 10290600
- Real Estate Term Loan - Desert Valley: 10290700
- Real Estate Term Loan - Golconda: 10290900
- Real Estate Term Loan - Water rights: 10291000
- Real Estate Line of Credit - Adams Peak: 10290800
- Real Estate Term Loan: 10447900
- RE Term 23mil: 22105609 tar
- RE Term 10mil: 22105610 tar

**DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

(Pershing, Lincoln and Humboldt Counties, Nevada)

THIS DEED OF TRUST ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UCC

This deed of trust is dated as of September 19, 2014. It is by ELDON G. CRAWFORD and BRENDA D. CRAWFORD, Trustees or their successors in Trust, under the CRAWFORD FAMILY LIVING TRUST dated March 17, 2004, as to Parcels 1, 2, 3, 5, 6, 7, 8, 71, 72, and 74. ; ELDON G. CRAWFORD, and BRENDA D. CRAWFORD, Trustees, of the Crawford Family Living Trust, dated March 17, 2004 and KADE CRAWFORD ("Kade Crawford") and ELIZABETH CRAWFORD ("Elizabeth Crawford"), husband and wife as to Parcel 4; ELDON G. CRAWFORD and BRENDA D. CRAWFORD, Trustees, of the Crawford Family Living Trust, dated March 17, 2004 and RYAN CRAWFORD, AKA Ryan Aaron Crawford (Ryan Crawford"), a single man, as to Parcels 9A and 9B; and CRAWFORD CATTLE LLC, a Nevada limited liability company, as to Parcels 69 and 70; (Crawford Family Living Trust, Eldon Crawford, Brenda Crawford, Kade Crawford, Elizabeth Crawford, and Ryan Crawford are herein individually and collectively, "Grantor"), to and in favor of FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation as Trustee for the benefit of RABO AGRIFINANCE, INC., a Delaware corporation, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo Agrifinance, Inc., in that capacity, "Beneficiary").

RABO AGRIFINANCE, INC., a Delaware corporation, as Lender ("Lender") has agreed to make up to \$50,650,000.00 in loans to Golconda Butte Farms, Inc., Buttonpoint Limited Partnership, Crawford Family Living Trust, Eldon Crawford, Brenda Crawford, CRAWFORD CATTLE LLC, a Nevada limited liability company ("Crawford Cattle LLC"), BRENDA CRAWFORD, ELDON GEORGE CRAWFORD and EUGENE DELOY LOVERIDGE, as co-trustees of the BRENDA D. CRAWFORD SPOUSE



& FAMILY TRUST, under Brenda D. Crawford Spouse & Family Trust dated 12/17/2012 ("Brenda D. Crawford Spouse & Family Trust"), CRAWFORD EQUIPMENT, LLC, a Nevada limited liability company ("Crawford Equipment"), CRAWFORD RANCHES MANAGEMENT, LLC, a Nevada limited liability company ("Crawford Ranches Management") and BRENDA CRAWFORD, EUGENE DELOY LOVERIDGE and ELDON GEORGE CRAWFORD, as co-trustees of THE ELDON G. CRAWFORD SPOUSE & FAMILY TRUST, under THE ELDON G. CRAWFORD SPOUSE & FAMILY TRUST dated 12/17/2012 ("ELDON G. CRAWFORD SPOUSE & FAMILY TRUST") (individually and collectively, "Borrower") under the terms and conditions of the Credit Agreement between Borrower and Lender dated as of the date of this deed of trust (the "Credit Agreement"). Each capitalized term used in this deed of trust that is defined in the Credit Agreement and not defined in this deed of trust will have the meaning specified in the Credit Agreement. This deed of trust will be interpreted in accordance with the Drafting Conventions.

Borrower has or may also enter into certain derivatives transactions under Hedging Agreements with Swap Counterparties, under which Borrower has or may incur Hedging Obligations to Swap Counterparties.

Kade Crawford, Elizabeth Crawford and Ryan Crawford (individually and collectively, "Non-Obligor") have an economic interest in Borrower or will obtain some other material financial benefit as a result of Secured Parties' entering into the Secured Obligation Documents (defined herein). Secured Parties require that the Non-Obligor execute this agreement as a condition of the Secured Obligation Documents.

TO SECURE repayment of the indebtedness evidenced by the Note (defined herein) and payment and performance of all other Secured Obligations (defined herein), Grantor irrevocably and unconditionally grants, bargains, sells, and conveys to Trustee, in trust, for the benefit of Beneficiary, WITH POWER OF SALE and right of entry and possession wherever located, whether now owned or hereafter acquired or arising, and, except as indicated, whether constituting real estate or personal property (collectively, the "Property"): (a) the real estate and any interest in the real estate located in Humboldt County, Nevada, and described in EXHIBIT A (the "Land"); (b) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the Land, including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements"); (c) all easements, rights-of-way and rights appurtenant to the Land or used in connection with the Land or as a means of access thereto ("Easements"); (d) the ground water on, under, pumped from or otherwise available to the Property or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any Governmental Authority and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Property or Grantor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any prescriptive, contractual, easement or other rights necessary or convenient to convey any water to the Property, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, mutual water company, or other non-governmental entity excluding such surface water rights as defined as Creditor Priority Collateral in the Intercreditor Agreement dated on or about September 19, 2014 and recorded in Elko, Humboldt, Pershing and Lincoln Counties, Nevada (collectively, "Water Rights"), including those rights, shares and other property described in EXHIBIT B; (e) all other tenements, hereditaments and appurtenances to the Land; (f) minerals, oil, gas, coal, metallic ores, other minerals and any other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas, coal, metallic ores and any other mineral interests with which any of the foregoing interests or estates are pooled or unitized, including surface damage awards or settlements excluding such mineral rights as defined as Creditor Priority Collateral in the Intercreditor Agreement dated on or about September 19, 2014 and recorded in Elko, Humboldt, Pershing and Lincoln Counties, Nevada (the "Mineral Rights"); (g) timber now or hereafter standing or cut; (h) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Property (collectively, the "Leases"); (i) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Property; (j) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("Plantings"); (k) intentionally deleted (l) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Grantor or the Property may



receive water (collectively, the "Water Stock"), including those rights and shares described in EXHIBIT B; (m) working drawings, instructional manuals, and rights in processes directly related to the operation of the Property; (n) other tangible personal property of every kind and description (excluding cattle and crops, including hay that is growing and/or cut), whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Property or acquired in connection with any construction or maintenance of the Land or the Improvements(ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements; (o) all permits and licenses relating or pertaining to the use or enjoyment of the Property; (p) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (the "Insurance Claims"); (q) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards"); (r) money or other personal property (excluding cattle and crops, including hay that is growing and/or cut) of Grantor in addition to the foregoing deposited with or otherwise in Beneficiary's, Trustee's or Secured Parties' possession; (s) rights and interests under the Hedging Agreements, including all rights to the payment of money from Secured Parties or Trustee under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements; (t) the right, in the name and on behalf of Grantor, upon notice to Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Trustee, Beneficiary or Secured Parties in the Property; and (u) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

1. **Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose: (a) Obligations (defined in the Credit Agreement), including (i) the Real Estate Term Loan Note No. 1 - Eden Valley Note dated September 12, 2011, from Borrower to Lender in the original principal amount of \$4,068,000.00; (ii) the Real Estate Term Loan No. 2 - Desert Valley Note dated as of September 12, 2011, from Borrower to Lender in the original principal amount of \$3,294,000.00; (iii) the Real Estate Term Loan Note No. 3 - Golconda Note dated as September 12, 2011, from Borrower to Lender in the original principal amount of \$4,320,000.00, and an additional deed of trust in the amount of \$4,320,000 recorded on 8/17/2012; (iv) the Real Estate Term Loan Note No. 4 - Water rights Note, from Borrower to Lender in the original principal amount of \$1,350,000.00; (v) the Real Estate Line of Credit Note No. 5 - Adams Peak Note dated September 12, 2011, from Borrower to Lender in the original principal amount of \$1,918,000.00; (vi) the Real Estate Term Loan Note No. 6 dated as of July 10, 2012, from Borrower to Lender in the original principal amount of \$2,700,000.00; (vii) the RE Term Note No. 7 dated as of the date of this deed of trust, from Borrower to Lender in the original principal amount of \$23,000,000.00; (viii) the RE Term 10 Note No. 8 dated as of the date of this deed of trust, from Borrower to Lender in the original principal amount of \$10,000,000.00 (the Real Estate Term Loan Note No. 1 - Eden Valley Note, the Real Estate Term Loan Note No. 2 - Desert Valley Note, the Real Estate Term Loan - Golconda Note No. 3, the Real Estate Term Loan Note No. 4 - Water rights Note, the Real Estate Line of Credit Note No. 5 - Adams Peak Note, the Real Estate Term Loan Note No. 6, the Real Estate Term Loan Note No. 7, and the RE Term Note No. 8, 1, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (ix) all Hedging Obligations; and (x) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this deed of trust; (c) all obligations of Borrower to Lender, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank International"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank International and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Borrower and which specifically recites that those obligations are secured by this deed of trust; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All persons who have or acquire an interest in the





Property will be deemed to have received notice of, and will be bound by, the terms of the Credit Agreement, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This deed of trust does not secure any obligation which is unsecured pursuant to the express terms of the Credit Agreement or any other document, agreement or instrument.

**2. Future Secured Obligations.** The Secured Obligations include future advances made by Beneficiary or Secured Parties, at their option, and for any purpose, and all other future Secured Obligations. Those future advances and other future Secured Obligations are secured to the same extent as if made or incurred on the date of the execution of this deed of trust, and have priority as to third persons with or without actual notice from the time this deed of trust is filed for record as provided by law. The total amount of indebtedness secured by this deed of trust may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$62,595,198.00 (the "Maximum Amount Secured"), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. The unpaid balance of any revolving line of credit or Hedging Obligations secured by this deed of trust may at certain times be zero. This deed of trust will remain in full force and effect notwithstanding any zero balance. Grantor shall not file for record any notice limiting the maximum amount secured by this deed of trust to an amount less than the Maximum Amount Secured (a "Maximum Amount Notice"). A Maximum Amount Notice will be an Event of Default (defined herein). Nothing in this Section 2 will constitute a commitment to make additional or future advances which are not specified by the other terms of the Credit Agreement or enter into future derivatives transactions in any amount.

**3. Note Maturity Date.** The latest date on which any Note matures is January 1, 2030.

**4. Assignment.** Grantor irrevocably and unconditionally assigns to Beneficiary and grants Beneficiary a security interest in, the Leases; all rents and other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income and other benefits derived from or produced by the Real Estate, including but not limited to, any monies, proceeds, damages, judgments or payments in lieu thereof, received by or due to Mortgagor occasioned by any mineral or geothermal exploration or drilling activity (except such activity permitted by the Intercreditor Agreement dated on or about September 19, 2014 and recorded in Elko, Pershing, Lincoln and Humboldt Counties, Nevada) on or under the Real Estate, all prepaid rents, security deposits and other supporting obligations (the "Rents"). Beneficiary may collect Rents with or without taking possession of the Property. Beneficiary confers upon Grantor a license to collect and retain the Rents as they become due and payable, so long as there is no Event of Default (the "License"). If an Event of Default has occurred, Beneficiary may terminate the License without notice to or demand upon Grantor. Beneficiary, by its acceptance of this deed of trust does not assume any duty or obligation under the Leases.

**5. Grant of Security Interest.** This deed of trust is a security agreement under the Uniform Commercial Code in effect in the State of Nevada (the "UCC"); and Grantor grants Trustee and Beneficiary a security interest in and pledges and assigns to Trustee and Beneficiary all of Grantor's right, title and interest in the Property, to the extent characterized as personal property (the "Personalty"). The address of Grantor adjacent to its signature below is the mailing address of Grantor as debtor under the UCC. The address for Trustee specified in the first paragraph of this deed of trust is the address for Trustee as secured party under the UCC; and the address for Beneficiary specified in Section 24 is the address for Beneficiary as secured party under the UCC. As used in this deed of trust, the term "lien" is synonymous with the term "lien and security interest."

**6. Warranty of Title.** Grantor represents and warrants that Grantor lawfully possesses and holds fee simple title to all of the Land and the improvements; that Grantor has the right, power and authority to grant, convey and assign the Property; and that the Property is unencumbered. Grantor covenants that Grantor will warrant and defend generally the title to, and ownership and possession of, the Property against all claims and demands. Grantor especially agrees and declares that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment and performance of the Secured Obligations.

**7. Additional Representations.** Grantor represents to Beneficiary and Secured Parties that: (a) the Property does not represent the proceeds of unlawful activity under any state, federal or foreign law; (b) the Property includes all property



and rights which may be reasonably necessary or desirable to enable Grantor to use, enjoy and operate the Land and the Improvements for the present uses thereof; (c) none of the Land or Improvements is subject to any Lien, offset or claim; (d) Grantor owns the Personalty free and clear of any security interests, reservations of title or conditional sales contracts, and there is no presently valid financing statement affecting the Personalty on file in any public office; (e) Grantor has title to, or (in the case of leased property) valid leasehold interests in, all of their properties and assets, real and personal, including the properties and assets and leasehold interests reflected in the Financial Information (other than any properties or assets disposed of in the ordinary course of business); (f) the legal name of Grantor is as appears in the first paragraph of this agreement; (g) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement; (h) each Grantor who is a natural Person resides at the address adjacent to his or her signature below; (i) if Grantor is anything other than a natural Person, it has complied with all applicable laws concerning its organization, existence and the transaction of its business, and is in existence and good standing in its state of organization and each state in which it conducts its business; (j) the execution, delivery and performance by Grantor of this deed of trust is within the powers and authority of Grantor and has been duly authorized; (k) to Grantor's knowledge, this deed of trust does not conflict with any Applicable Law; (l) this deed of trust is a legal, valid and binding agreement of Grantor, enforceable against Grantor in accordance with its terms, and any instrument or agreement required hereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable; (m) there has been no Material Adverse Effect as to Grantor since the effective date the Financial Information was provided to Beneficiary or Secured Parties; (n) there is no lawsuit, tax claim or other dispute pending or to Grantor's knowledge threatened against Grantor or the Property that, if determined adverse to Grantor, is reasonably likely to have a Material Adverse Effect; (o) Grantor is not the subject of any Judgment; (p) this deed of trust does not conflict with, nor is Grantor in default on any credit agreement, indenture, purchase agreement, guaranty, capital lease, or other investment, agreement, or arrangement presently in effect providing for or relating to extensions of credit in respect of which Grantor is in any manner directly or contingently obligated; (q) Grantor has filed all tax returns (federal, state, and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon, including interest and penalties; (r) before signing this deed of trust, Grantor researched, to the satisfaction of Grantor, and inquired into the previous uses and ownership of the Real Estate, and based on that due diligence, to the best of Grantor's knowledge, no Hazardous Substance has been disposed of or released or otherwise exists in, on, under or onto the Real Estate, except as Grantor has disclosed to Beneficiary or Secured Parties in the Environmental Information; (s) Grantor has complied with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"); (t) Grantor has not received any notices of violations of any Applicable Laws (including Environmental Laws); and Grantor is in compliance with all Applicable Laws; (u) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Property with respect to any violations of Applicable Laws; (v) Grantor's place of business, or its chief executive office, if it has more than one place of business, is located at the address specified below; and (w) unless otherwise disclosed to Beneficiary, Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986; and there is no Event of Default or event which, with notice or lapse of time would be an Event of Default.

8. **Information Accurate and Complete.** All financial statements and other reports, documents, instruments, information and forms of evidence which have been delivered to Beneficiary or Secured Parties concerning Grantor, or the Property (the financial and other information supplied or to be supplied to Beneficiary or Secured Parties in connection with this deed of trust is herein referred to as the "Financial Information"), are accurate, correct and sufficiently complete in all material respects to provide Beneficiary and Secured Parties true and accurate knowledge of their subject matter, including, without limitation, all material contingent liabilities. Grantor's submission of any Financial Information or other report, record or information pertaining to the condition or operations, financial or otherwise, of Grantor, from time to time, whether or not required under this deed of trust, will be deemed accompanied by a representation by Grantor that the Financial Information or other report, record or information is complete and accurate in all material respects as to the condition or operations of Grantor (and, if applicable, Grantor's Subsidiaries, Affiliates, partners, shareholders, members, or other principals), including, without limitation, all material contingent liabilities.

9. **Performance of Secured Obligations.** Borrower shall promptly pay and perform each Secured Obligation in accordance with its terms.

10. **Maintenance and Preservation of Property.** Grantor shall: (a) immediately discharge any Lien on the Property which Beneficiary has not consented to in writing, and shall also pay when due each obligation secured by or reducible



to a Lien which now or hereafter encumbers or appears to encumber all or part of the Property, whether the Lien is or would be senior or subordinate to this deed of trust; (b) not alter, remove or demolish any portion of the Improvements, except as permitted or required by the Credit Agreement; (c) maintain (or cause to be maintained) all policies of insurance required under the Credit Agreement and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; (d) promptly and completely repair and/or restore any portion of the Property which becomes damaged or destroyed, in a good and workmanlike manner in accordance with sound building practices, whether or not Grantor has received the proceeds of any Insurance Claim; (e) not commit or allow any waste of the Property, nor do or suffer to be done any act whereby the value of any part of the Property may be lessened; (f) not initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Credit Agreement; (g) if the Land is agricultural, keep the Property in good condition and repair; operate the Property, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman like manner in accordance with accepted principles of sound agricultural and forestry practices; take all reasonable precautions to control wind and water erosion; fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral (except as permitted by Intercreditor Agreement dated on or about September 19, 2014 and recorded in Elko, Pershing, Lincoln and Humboldt Counties, Nevada) stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of Beneficiary; (h) complete appropriation and all other requirements, if any, necessary to obtain the issuance of any license or water permit issued to Grantor, and take all other steps required or advisable for purposes of perfecting and maintaining in good status all other Water Rights; (i) not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor on the Property or any part of it under this deed of trust; and (j) perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

**11. Compliance with Applicable Law** Grantor shall not commit or allow any act upon or use of the Property which would violate any Applicable Law, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property;

**12. Taxes and Assessments**. Grantor shall pay (a) prior to delinquency, all taxes, levies, charges and assessments, including all ditch, canal, reservoir or other water charges, and assessments on appurtenant Water Stock, imposed by Applicable Law or any public or quasi-public authority or utility company which are (or if not paid, may become) a Lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it (individually and collectively "Impositions"); (b) any and all intangible taxes and documentary stamp taxes determined at any time to be due on or as a result of the Secured Obligations, this deed of trust or any other Transaction Documents, together with any and all interest and penalties thereon; and (c) taxes, levies, charges and assessments on Beneficiary's or Secured Parties' interest therein or upon this mortgage or the Secured Obligations (collectively, "Mortgage Taxes"); except that if the amount of Mortgage Taxes exceeds the Maximum Rate, Grantor will not be required to pay any such excess. If after the date of this deed of trust, the State of Nevada passes any law deducting from the value of Land for the purpose of taxation any Lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this deed of trust, then within 180 days after notice by Beneficiary to Grantor, Grantor shall pay all Secured Obligations. Notwithstanding the foregoing provisions of this section, Grantor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that Beneficiary is satisfied that neither the Property nor any part thereof or interest therein will be at risk of being sold, forfeited, or lost as a result of such contest, and Grantor has posted a bond equal to 115% of the contested amount or furnished such other security required from time to time by Beneficiary for purposes of payment of the contested amount.

**13. Damages and Insurance and Condemnation Proceeds**. Beneficiary may, at its option, (a) in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and it may make any compromise or settlement of the action or proceeding; (b) participate in any action or proceeding relating to any Condemnation Award; and (c) join Grantor in adjusting any Insurance Claim. All insurance proceeds, Condemnation Awards, and proceeds of any other claim based on warranty, or for damage, injury or loss to the Property which Grantor may receive or be entitled to must be paid to Beneficiary. In each instance, Beneficiary may apply those proceeds first toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds or Condemnation





Award, including Legal Fees. The balance shall, at Beneficiary's option, be applied to pay or Prepay some or all of the Secured Obligations in such order and proportions as it may choose. GRANTOR HEREBY SPECIFICALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS OF A PROPERTY OWNER WHICH PROVIDE FOR ALLOCATION OF CONDEMNATION PROCEEDS BETWEEN A PROPERTY OWNER AND A LIENHOLDER, AND ANY OTHER LAW OR SUCCESSOR STATUTE OF SIMILAR IMPORT.

14. **Site Visits, Observation and Testing.** Beneficiary and its agents and representatives may enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Credit Agreement, and otherwise to determine Grantor's compliance with this deed of trust.

15. **Defense and Notice of Claims and Actions.** At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this deed of trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims. Grantor must give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

16. **Prohibited Transfers.** Grantor agrees that a material factor in Secured Parties' decision to enter into the Secured Obligation Documents is the expertise, financial status and other characteristics of Grantor or Borrower. Grantor or Borrower shall not make or permit any Prohibited Transfer. Upon any Prohibited Transfer Beneficiary may declare all Secured Obligations to be due and payable immediately. "Prohibited Transfer" means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease of the Property to or for the benefit of a Person not the original Grantor under this instrument, and not expressly permitted under this instrument or the other Secured Obligation Documents, or other transfer of all or any material part of the Property or any interest in it, including any transfer of Mineral Rights (except as permitted in the Intercreditor Agreement dated on or about September 19, 2014 and recorded in Elko, Pershing, Lincoln and Humbolt Counties, Nevada, , Water Rights, or Water Stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Grantor or Borrower is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Grantor; (c) if Grantor or Borrower is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Grantor or Borrower is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Grantor or Borrower; or (e) if Grantor or Borrower is a trust, withdrawal or removal of any trustee or revocation of the trust.

17. **Compensation and Reimbursement of Costs and Expenses.** Grantor shall pay (a) fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Beneficiary or Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this deed of trust, including Beneficiary's providing a statement or Trustee's rendering of services in connection with a reconveyance; (b) all of Beneficiary's or Trustee's costs and expenses which may be incurred in rendering any such services; and (c) all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this deed of trust or protect the Property, including any rights or remedies afforded to Beneficiary or Trustee under Section 20, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this deed of trust, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (defined herein) and any cost of evidence of title. If Beneficiary chooses to dispose of Property through more than one Foreclosure Sale, Grantor must pay all costs, expenses or other advances that may be incurred or made by Beneficiary or Trustee in each of those Foreclosure Sales. GRANTOR SHALL INDEMNIFY TRUSTEE, BENEFICIARY AND SECURED PARTIES AGAINST AND SHALL HOLD THEM HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER COSTS AND EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (A) IN PERFORMING ANY ACT REQUIRED OR PERMITTED BY THIS DEED OF TRUST OR ANY OF THE OTHER SECURED OBLIGATION DOCUMENTS OR BY LAW; (B) BECAUSE OF ANY FAILURE OF GRANTOR TO PAY OR PERFORM ANY OF THE SECURED OBLIGATIONS; OR (C) BECAUSE OF ANY ALLEGED OBLIGATION OF OR UNDERTAKING BY BENEFICIARY OR SECURED PARTIES TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN ANY DOCUMENT





RELATING TO THE PROPERTY (OTHER THAN SUCH WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS IN THE SECURED OBLIGATION DOCUMENTS). THIS AGREEMENT BY GRANTOR TO INDEMNIFY TRUSTEE, BENEFICIARY AND SECURED PARTIES SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS DEED OF TRUST.

**18. Payments Due under this deed of trust.** Grantor must pay all obligations to pay money arising under this deed of trust immediately upon demand by Trustee, Beneficiary or Secured Parties. Each such obligation shall bear interest from the date the obligation arises at the Default Rate.

**19. Events of Default.** The following each shall be an event of default under this deed of trust (an "Event of Default"): (a) an Event of Default under the Credit Agreement, including a default termination event or other similar event under any Hedging Agreement which is not cured within any grace or cure period specified therein, if any; (b) a Prohibited Transfer; (c) the Financial Information or any representation in this deed of trust is materially incorrect or materially misleading; (d) the filing of any notice limiting the maximum amount secured by this deed of trust to a sum less than the maximum amount secured as specified herein, or if no such amount is specified, to any amount; (e) for more than ten days after notice from Beneficiary, Grantor is in default under any term, covenant or condition of this deed of trust not previously described in this Section 19, which can be cured by the payment of a sum of money; or (f) for 30 days after notice from Beneficiary or Secured Parties, Grantor is in default under any term, covenant or condition of this deed of trust not previously described in this Section 19; provided that if (i) it is reasonably certain that the default can be cured by Grantor within that 30 day period and (ii) Grantor has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period shall be extended for so long as reasonably required by Grantor in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Grantor of the Event of Default.

**20. Remedies.** At any time after an Event of Default, Secured Parties, Beneficiary or Trustee may (a) declare any or all of the Secured Obligations to be due and payable immediately; (b) cure any breach or default of Grantor; (c) may, to the extent permitted by Applicable Law, make an ex parte application to any court of competent jurisdiction, and obtain appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice, without giving bond, and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Borrower, any Guarantor, or of any Person liable for the payment of the Secured Obligations; (d) in person, by agent or by court-appointed receiver, enter, take possession of, manage and operate all or any part of the Property; (e) exercise any or all of the remedies granted to a secured party under the UCC; (f) bring an action in any court of competent jurisdiction to foreclose this deed of trust or to obtain specific enforcement of any of the covenants or agreements of this deed of trust; (g) under the power of sale granted under this deed of trust (the "Power of Sale"), at its option cause some or all of the Property, including the Personalty, to be sold or otherwise disposed of in any combination and in any manner permitted by Applicable Law; and (h) do any and all other things in connection with those actions that Beneficiary may consider necessary and appropriate to protect the security of this deed of trust. GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS BENEFICIARY AS GRANTOR'S ATTORNEY-IN-FACT TO PERFORM SUCH ACTS AND EXECUTE SUCH DOCUMENTS AS BENEFICIARY CONSIDERS APPROPRIATE IN CONNECTION WITH TAKING THESE MEASURES, INCLUDING ENDORSEMENT OF GRANTOR'S NAME ON ANY INSTRUMENTS. GRANTOR HEREBY WAIVES NOTICE OF THE APPLICATION FOR, AND CONSENTS TO THE APPOINTMENT OF A RECEIVER, TRUSTEE, LIQUIDATOR OR CONSERVATOR OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION; AND AGREES TO NOT OPPOSE SUCH APPOINTMENT. Notwithstanding the foregoing, in no event will Trustee, Beneficiary or Secured Parties have any obligation to take any of the actions set forth in this Section 20. Beneficiary shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Grantor to Beneficiary, unless Beneficiary has given express written notice of its election of that remedy. The proceeds of any receivership shall be applied by the receiver toward the payment of the Secured Obligations or toward the payment of such part of any judgment thereupon which remains unsatisfied after the sale of the Property. The receiver may make repairs and keep the Property in good condition and repair pending a sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefore, pay all premiums of insurance required under this mortgage, and pay all other charges as herein provided.

**21. Sales of Property.** Beneficiary may elect to treat as Personalty any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. Beneficiary may dispose of any Personalty



separately from the sale of real property, in any manner permitted by the UCC or any other Applicable Law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation. Beneficiary may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by Applicable Law. To the extent permitted by Applicable Law, Beneficiary may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the UCC. Grantor agrees that such a sale of Personalty together with real property constitutes a commercially reasonable sale of the personal property. For purposes of the Power of Sale, either a sale of real property alone under the Power of Sale, or, to the extent permitted by Applicable Law, a sale of both real and personal property under the Power of Sale, together in accordance with the UCC, will sometimes be referred to as a "Non-Judicial Foreclosure Sale." Before any Non-Judicial Foreclosure Sale, Beneficiary or Trustee must give such notice of default and election to sell as may then be required by law. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Beneficiary or Trustee, as required by Applicable Law, must sell the property being sold at a public auction to be held at the time and place specified in the notice of sale. Neither Beneficiary nor Trustee have any obligation to make demand on Grantor before any Non-Judicial Foreclosure Sale. From time to time in accordance with then applicable law, Trustee may (and in any event at Beneficiary's request Trustee must), postpone any Non-Judicial Foreclosure Sale by public announcement at the time and place noticed for that sale. Trustee or Beneficiary, as required by Applicable Law, shall execute and deliver to any purchaser(s) a deed(s) or bill(s) of sale conveying the property being sold without any covenant or warranty whatsoever, express or implied. The recitals in any such deed(s) or bill(s) of sale of any matters or facts, including any facts bearing upon the regularity or validity of any Non-Judicial Foreclosure Sale, will be conclusive proof of their truthfulness. Any such deed(s) or bill(s) of sale shall be conclusive against all persons as to the facts recited in it. If the Land is located in more than one county, then to the extent permitted by Applicable Law, a judicial or non-judicial foreclosure sale of the Property may be maintained in any one or more of those counties. If the Property consists of more than one lot, parcel or item of property, Beneficiary may: (i) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under the Power of Sale, or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner (including a Non-Judicial Foreclosure Sale) Beneficiary may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" any two or more, "Foreclosure Sales"). If it chooses to have more than one Foreclosure Sale, Beneficiary at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as it may deem to be in its best interests. No Foreclosure Sale will terminate or affect the lien of this deed of trust on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full. At any Foreclosure Sale, any person, including Grantor, Beneficiary, Secured Parties or to the extent permitted by Applicable Law, Trustee, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for that property, Beneficiary or Secured Parties may settle for the purchase price by crediting the sales price of the property against the Secured Obligations, unless Applicable Law mandates a specific order of application, in which event payments and collections will be applied as mandated by Applicable Law. Any such credit, and all other proceeds of any Foreclosure Sale shall be applied to the Secured Obligations in any order Beneficiary may choose.

**22. Additional Rights.** In addition to the rights and powers given to Beneficiary under this deed of trust, Beneficiary shall have all such other rights both in law and equity for collection of the indebtedness secured hereby as it would have but for this deed of trust.

**23. Non-Obligor Provisions.** (a) Non-Obligor authorizes Trustee, Beneficiary and Secured Parties to perform any of the following acts at any time, all without notice to Non-Obligor and without affecting the rights of Trustee, Beneficiary or Secured Parties or the obligations of Non-Obligor under this deed of trust: (i) alter any terms of the Credit Agreement or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Credit Agreement or any part of it; (ii) take and hold security for the Credit Agreement, accept additional or substituted security for the Credit Agreement, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the Credit Agreement in any order that Trustee, Beneficiary and Secured Parties may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Borrower of its liability for the Credit Agreement or any part of it; (v) substitute, add or release any one or more guarantors or endorsers of the Credit Agreement; and (vi) extend other credit to

Borrower, and may take and hold security for the credit so extended, whether or not such security also secures the Credit Agreement.

(b) Non-Obligor waives: (i) any right to require Trustee, Beneficiary or Secured Parties to proceed against Borrower, proceed against or exhaust any security held from Borrower, or pursue any other remedy in Trustee's, Beneficiary's and Secured Parties' power to pursue; (ii) any defense based on any legal disability of Borrower, any discharge or limitation of the liability of Borrower to Trustee, Beneficiary or Secured Parties, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that the obligations of Non-Obligor exceed or are more burdensome than those of Borrower; (iii) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this deed of trust and of the existence, creation, or incurring of new or additional indebtedness of Borrower, and demands and notices of every kind; (iv) any defense based on or arising out of any defense that Borrower may have to the payment or performance of the Credit Agreement or any part of it; and (v) until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Trustee, Beneficiary or Secured Parties may have against Borrower, and all rights to participate in any security now or later to be held by Trustee, Beneficiary or Secured Parties for the Credit Agreement.

(c) Non-Obligor waives all rights and defenses that Non-Obligor may have because the Credit Agreement may be secured by real property other than the Property hereby encumbered. This means, among other things: (i) Trustee, Beneficiary and Secured Parties may collect from Non-Obligor (including enforcing this deed of trust against Non-Obligor) without first foreclosing on any real or personal property collateral securing the Credit Agreement; and (ii) if Beneficiary forecloses on any real property collateral securing the Credit Agreement: (A) the amount of the Credit Agreement may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Trustee, Beneficiary and Secured Parties may collect from Non-Obligor (including enforcing this deed of trust against Non-Obligor) even if Trustee, Beneficiary or Secured Parties, by foreclosing on the real property collateral, has destroyed any right Non-Obligor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Non-Obligor may have because the Credit Agreement may be secured by real property other than the Property.

(d) Non-Obligor waives any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure of any real property other than the Property hereby encumbered.

(e) Non-Obligor is solely responsible for keeping informed of the financial condition and business operations of Borrower and all other circumstances affecting the ability of Borrower to pay and perform Borrower's obligations to Trustee, Beneficiary and Secured Parties, and agrees that Trustee, Beneficiary and Secured Parties will have no duty to disclose to Non-Obligor any information which Trustee, Beneficiary or Secured Parties may receive about the financial condition, business operations, or any other circumstances bearing on the ability of Borrower to perform.

(f) No provision or waiver in this deed of trust shall be construed as limiting the generality of any other provision or waiver contained in this deed of trust.

24. **Notices.** All notices, approvals, consents, and other communications, under this deed of trust ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Trustee, to the address in the first paragraph of this deed of trust; if to Beneficiary or Lender, to 12443 Olive Blvd, Suite 50, St. Louis, MO 63141, Attention: Customer Service Representative; if to Secured Parties other than Lender, c/o Rabobank International, 245 Park Avenue, New York, NY 10167, Attention: Customer Service Representative; and in the case of any other Person, to the address designated by that Person in a notice to Grantor, Beneficiary, and Lender.

25. **Request for Notice.** Grantor requests that a copy of any notice of default and any notice of sale be mailed to it at the address specified adjacent to its signature below.

26. **Trustee and Beneficiary.** Without affecting the personal liability of any Person, including Grantor and Borrower, for the payment of the Secured Obligations or the lien of this deed of trust on the remainder of the Property for the unpaid amount of the Secured Obligations: (a) Beneficiary and Secured Parties may from time to time and without notice: (i)





release any person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations; and (b) Trustee may perform any of the following acts when requested to do so by Beneficiary or a Secured Party in writing: (i) consent to the making of any plat or map of the Property or any part of it; (ii) join in granting any easement or creating any restriction affecting the Property; (iii) join in any subordination or other agreement affecting this deed of trust or the lien of it; or (iv) reconvey the Property or any part of it without any warranty.

**27. Exculpation of Trustee and Beneficiary.** None of Trustee, Beneficiary or Secured Parties will be directly or indirectly liable to Grantor or any other person as a consequence of any of the following: (a) the exercise of or failure to exercise any rights, remedies or powers granted to it in this deed of trust; (b) any failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this deed of trust; or (c) any loss sustained by Grantor or any third party resulting from any failure to lease the Property or from any other act or omission in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Trustee, Beneficiary or Secured Parties, respectively. GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON TRUSTEE, BENEFICIARY or ANY SECURED PARTY.

**28. Substitution of Trustee.** Beneficiary may substitute a successor to any Trustee named in or acting under this deed of trust in any manner now or later to be provided at Applicable Law.

**29. Waiver of Dower, Homestead, and Distributive Share.** Grantor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Grantor waives any right of exemption as to the Property.

**30. Waiver of Certain Other Laws.** To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for appraisal, valuation, stay, extension or redemption, and Grantor, for Grantor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, or notice of election to mature or declare due the whole of the Secured Obligations in the event of foreclosure of the lien created by this deed of trust.

**31. Reconveyance.** When all Secured Obligations have been paid in full, Lender has no obligation to make additional Loans and the Hedging Agreements have been terminated, Trustee shall execute and deliver an instrument reconveying the Property, or so much of it as is then held under this deed of trust, without warranty to the person or persons legally entitled to it. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Trustee, Beneficiary and Secured Parties will have no duty to determine the rights of persons claiming to be rightful grantees of any reconveyance of the Property.

**32. Additional Provisions.** The Secured Obligation Documents state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this deed of trust. The Secured Obligation Documents also grant further rights to Beneficiary and Secured Parties and contain further agreements and affirmative and negative covenants by Grantor which apply to this deed of trust and to the Property.

**33. Collateral Agency Agreement.** This deed of trust is subject to the terms of the collateral agency agreement between the Secured Parties (the "Collateral Agency Agreement").

**34. Entire Agreement.** This deed of trust and the other Secured Obligation Documents collectively: (i) represent the sum of the understandings and agreements between Beneficiary, Secured Parties and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Beneficiary, Secured Parties and Grantor concerning this credit; and (iii) are intended by Beneficiary, Secured Parties and Grantor as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this deed of trust and any other agreements required by this deed of trust, this deed of trust will prevail.





35. **Other Acts.** Grantor shall cooperate with Beneficiary for the purposes of, and perform all acts which may be necessary or advisable to perfect any lien provided for in this deed of trust or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Beneficiary, Grantor will execute, acknowledge and deliver any document which Beneficiary deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Beneficiary in the preparation, execution and filing of any such documents.

36. **No Waiver or Cure.** Each waiver by Trustee, Beneficiary or Secured Parties must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Trustee, Beneficiary or Secured Parties to take action on account of any default of Grantor. Consent by Trustee, Beneficiary or Secured Parties to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Trustee's, Beneficiary's or Secured Parties' consent to be obtained in any future or other instance. The exercise by Trustee, Beneficiary or Secured Parties of any right or remedy under this deed of trust or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this deed of trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents, including any Hedging Agreements, have been cured); or impair the security of this deed of trust; or prejudice Trustee, Beneficiary, Secured Parties or any receiver appointed in accordance with this deed of trust, in the exercise of any right or remedy afforded any of them under this deed of trust; or be construed as an affirmation by Beneficiary or Secured Parties of any tenancy, lease or option, or a subordination of the lien of this deed of trust.

37. **Waivers.** Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require upon foreclosure sales of assets in a particular order. Grantor waives presentment, demand, protest, notice of protest and notice of dishonor and waives all exemptions as to the Secured Obligations. Each successor and assign of Grantor, including any holder of a Lien subordinate to this deed of trust, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

38. **Joint and Several Obligations.** If Grantor consists of more than one Person, each Grantor (a) acknowledges and undertakes, together with the other Grantors, joint and several liability for the indebtedness, liabilities and obligations of Grantor under this deed of trust; (b) acknowledges that this deed of trust is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (c) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT BENEFICIARY OR SECURED PARTIES EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS DEED OF TRUST, OR ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

39. **Binding Effect; Successors and Assigns.** The Secured Obligation Documents shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Parties' consent. However, this Paragraph does not waive the provisions of Section 16; and Grantor shall not assign its rights or obligations hereunder without Beneficiary's and Secured Parties' consent. Beneficiary and Secured Parties may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Beneficiary and Secured Parties may disclose to any actual or proposed transferee any information that Grantor has delivered to Beneficiary and Secured Parties in connection with the negotiation of this deed of trust or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Beneficiary and Secured Parties in providing that information to any actual or proposed transferee. Any individual signing this deed of trust does so on his or her own behalf and on behalf of his or her marital community, and agrees that recourse may be had against community assets and against his or her separate property for the satisfaction of all indebtedness, liabilities and obligations of Beneficiary under this deed of trust.

40. **Governing Law.** This deed of trust shall be governed exclusively by the applicable laws of the State of Nevada (the "Governing Law State") without regard or reference to its conflict of laws principles. Grantor understands that the laws of the Governing Law State may differ from the laws of the State where Grantor resides or otherwise is located or where the



Property is located. However, Grantor understands, agrees and acknowledges that (a) this deed of trust and the Secured Obligation Documents have significant and substantial contacts with the Governing Law State, (b) it is convenient to Grantor and Lender to select the law of the Governing Law State to govern this deed of trust and the transactions evidenced hereby, (c) the transactions evidenced by the Credit Agreement and this deed of trust bear a reasonable connection to the laws of the Governing Law State, (d) the choice of the internal laws of the Governing Law State was made for good and valid reasons, and (e) the choice of the Governing Law State constitutes good and valuable consideration for Secured Parties to enter into the Secured Obligation Documents and Secured Parties have entered into the Secured Obligation Documents in reliance on this choice.

**41. JURISDICTION AND VENUE.** GRANTOR IRREVOCABLY AGREES THAT, AT THE OPTION OF BENEFICIARY, ALL ACTIONS, PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR ANY OTHER TRANSACTION DOCUMENT WILL BE LITIGATED IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY, IOWA, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA. GRANTOR IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF THOSE COURTS FOR ALL SUCH ACTIONS, PROCEEDINGS AND COUNTERCLAIMS AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE.

**42. Miscellaneous.** This deed of trust may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Beneficiary or Secured Parties may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person. Time is of the essence of this deed of trust. Each Party has participated in negotiating and drafting this deed of trust, so if an ambiguity or a question of intent or interpretation arises, this deed of trust is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this deed of trust. Beneficiary is authorized to execute any other documents or take any other actions necessary to effectuate this deed of trust and the consummation of the transactions contemplated herein. This deed of trust may not be amended, changed, modified, altered or terminated without the prior written consent of Beneficiary and Secured Parties. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Beneficiary or Secured Parties may, at its option, declare all Secured Obligations immediately due and payable. No merger shall occur as a result of Beneficiary's or Secured Parties' acquiring any other estate in or any other lien on the Property. All rights and remedies under this deed of trust and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

**43. INDEMNIFICATION.** GRANTOR SHALL DEFEND, INDEMNIFY AND HOLD TRUSTEE, BENEFICIARY AND SECURED PARTIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS AND ATTORNEYS (THE "INDEMNIFIED PERSONS") HARMLESS AGAINST ANY AND ALL LOSSES OF ANY KIND OR NATURE WHATSOEVER THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNIFIED PERSONS (A) ARISING OUT OF OR RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW; OR (B) ARISING OUT OF CLAIMS ASSERTED AGAINST THE INDEMNIFIED PERSONS AS A RESULT OF TRUSTEE, BENEFICIARY OR SECURED PARTIES BEING PARTY TO THIS DEED OF TRUST OR THE TRANSACTIONS CONSUMMATED PURSUANT TO THIS DEED OF TRUST; except that Grantor shall have no obligation to an Indemnified Person under this section with respect to Losses resulting from the gross negligence or willful misconduct of that Indemnified Person as determined by a court of competent jurisdiction. If and to the extent that an Indemnity is unenforceable for any reason, Grantor shall be obligated to make the maximum contribution to the payment and satisfaction thereof which is permissible under Applicable Law. THE PROVISIONS OF ALL INDEMNITIES SHALL SURVIVE THE TERMINATION OF THIS DEED OF TRUST.

**44. WAIVER OF TRIAL BY JURY.** GRANTOR AND, BY ACCEPTANCE HEREOF, BENEFICIARY (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS DEED OF TRUST; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE



Grantor is signing this deed of trust effective as of the day and year first written above.

**GRANTOR**

Address for notices:

5195 E. Kirkway Drive  
Winnemucca, Nevada 89445  
Attention: Eldon Crawford

\_\_\_\_\_  
**ELDON GEORGE CRAWFORD**, as co-trustee of the CRAWFORD FAMILY LIVING TRUST, under Crawford Family Living Trust / indenture of trust dated March 17, 2004

Address for notices:

5195 E. Kirkway Drive  
Winnemucca, Nevada 89445  
Attention: Eldon Crawford

\_\_\_\_\_  
**BRENDA CRAWFORD**, as co-trustee of the CRAWFORD FAMILY LIVING TRUST, under Crawford Family Living Trust / indenture of trust dated March 17, 2004

Address for notices:

5195 E. Kirkway Drive  
Winnemucca, Nevada 89445  
Attention: Eldon Crawford

\_\_\_\_\_  
**KADE CRAWFORD**

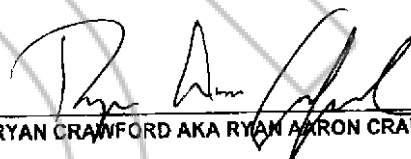
Address for notices:

5195 E. Kirkway Drive  
Winnemucca, Nevada 89445  
Attention: Eldon Crawford

\_\_\_\_\_  
**ELIZABETH CRAWFORD**

Address for notices:

5195 E. Kirkway Drive  
Winnemucca, NV 89445

  
\_\_\_\_\_  
**RYAN CRAWFORD AKA RYAN AARON CRAWFORD**



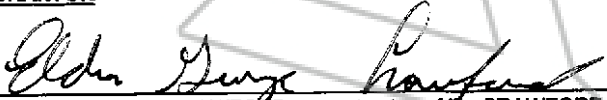
ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY, AND ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.

Grantor is signing this deed of trust effective as of the day and year first written above.

**GRANTOR**


Address for notices:

5195 E. Kirkway Drive  
Winnemucca, Nevada 89445  
Attention: Eldon Crawford

  
ELDON GEORGE CRAWFORD, as co-trustee of the CRAWFORD FAMILY LIVING TRUST, under Crawford Family Living Trust / indenture of trust dated March 17, 2004


Address for notices:

5195 E. Kirkway Drive  
Winnemucca, Nevada 89445  
Attention: Eldon Crawford

  
BRENDA CRAWFORD, as co-trustee of the CRAWFORD FAMILY LIVING TRUST, under Crawford Family Living Trust / indenture of trust dated March 17, 2004

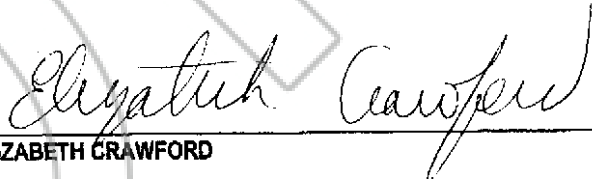
Address for notices:

5195 E. Kirkway Drive  
Winnemucca, Nevada 89445  
Attention: Eldon Crawford

  
KADE CRAWFORD

Address for notices:

5195 E. Kirkway Drive  
Winnemucca, Nevada 89445  
Attention: Eldon Crawford

  
ELIZABETH CRAWFORD

Address for notices:

5195 E. Kirkway Drive  
Winnemucca, NV 89445

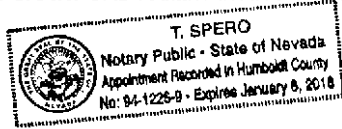
RYAN CRAWFORD AKA RYAN AARON CRAWFORD





STATE OF NEVADA )  
COUNTY OF Humboldt ) SS

This instrument was acknowledged before me on September 26 2014 by ELDON GEORGE CRAWFORD, as co-trustee of the CRAWFORD FAMILY LIVING TRUST, under Crawford Family Living Trust / indenture of trust dated March 17, 2004.



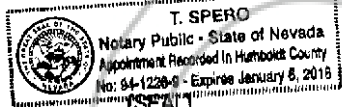
(SEAL)

T. Spero  
Notary Public  
Printed Name: T. Spero

My Commission Expires: 1-6-18

STATE OF NEVADA )  
COUNTY OF Humboldt ) SS

This instrument was acknowledged before me on September 26 2014 by BRENDA CRAWFORD, as co-trustee of the CRAWFORD FAMILY LIVING TRUST, under Crawford Family Living Trust / indenture of trust dated March 17, 2004.



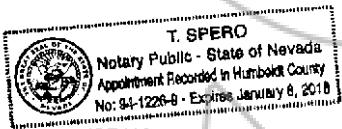
(SEAL)

T. Spero  
Notary Public  
Printed Name: T. Spero

My Commission Expires: 1-6-18

STATE OF NEVADA )  
COUNTY OF Humboldt ) SS

This instrument was acknowledged before me on September 26 2014 by KADE CRAWFORD and ELIZABETH CRAWFORD.



(SEAL)

T. Spero  
Notary Public  
Printed Name: T. Spero

My Commission Expires: 1-6-18



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Book: 290

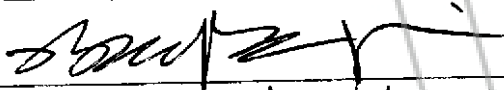
10/02/2014

Page: 5/6

Page: 10 of 12

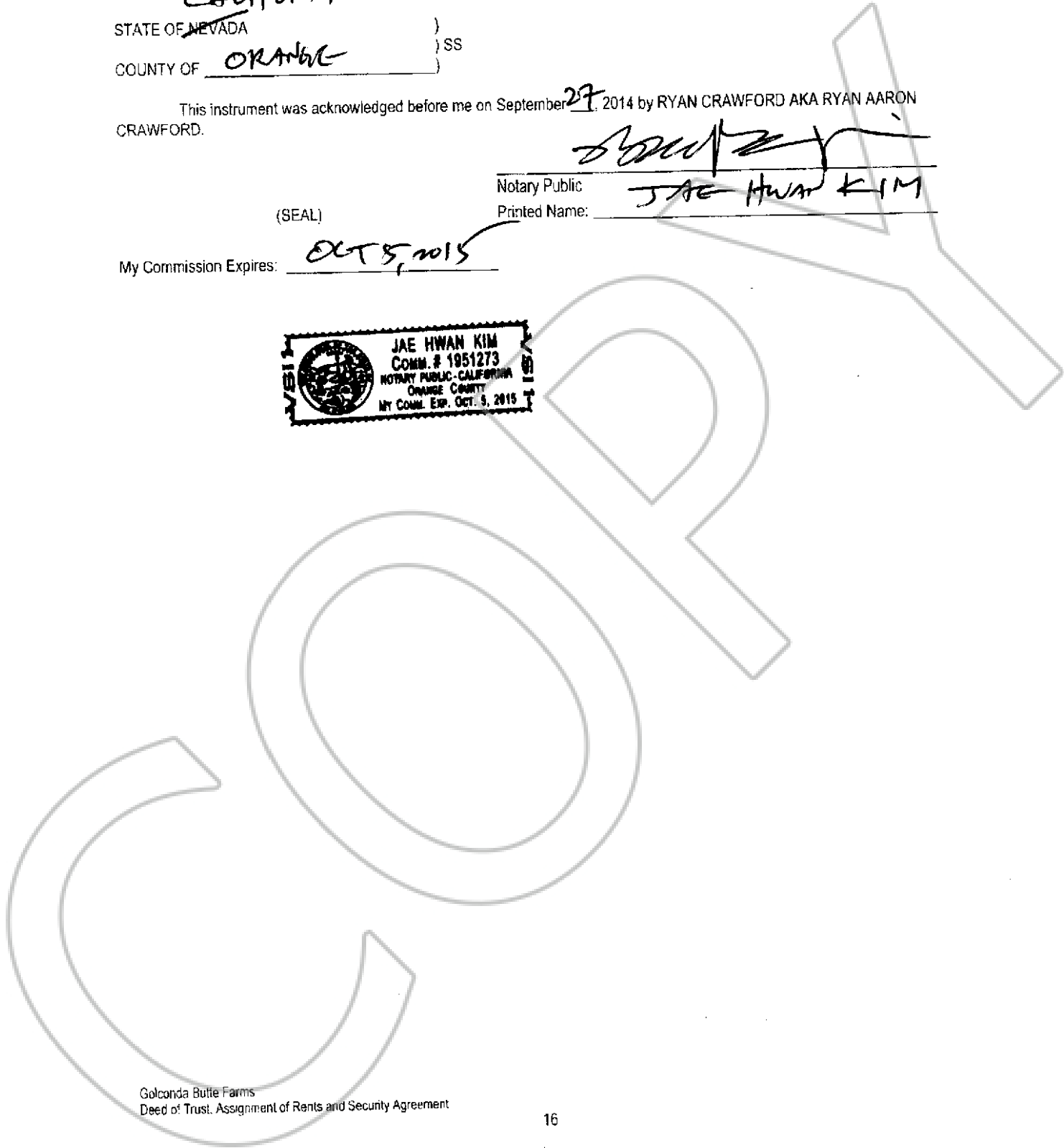
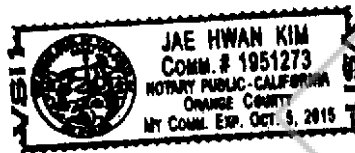
~~STATE OF NEVADA~~  
 STATE OF CALIFORNIA  
 COUNTY OF ORANGE ) SS

This instrument was acknowledged before me on September 27, 2014 by RYAN CRAWFORD AKA RYAN AARON CRAWFORD.

  
 Notary Public  
 Printed Name: JAE HWAN KIM

(SEAL)

My Commission Expires: OCT 5, 2015



# ALL-PURPOSE ACKNOWLEDGMENT

State of California

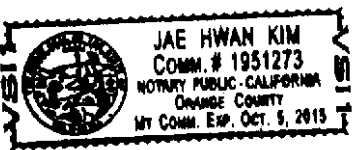
County of ORANGE } SS.

On SEPT 27, 2014, before me, JAE HWAN KIM, Notary Public,

personally appeared RYAN AARON CRAWFORD, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

*[Handwritten Signature]*  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

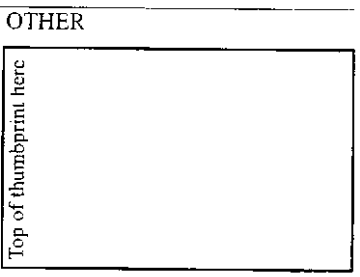
DESCRIPTION OF ATTACHED DOCUMENT  
DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT  
TITLE OR TYPE OF DOCUMENT

16  
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER





**EXHIBIT "A"**

**LINCOLN COUNTY**

**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 AND 34, TOWNSHIP 1 NORTH, RANGE 69 EAST; AND, (II) SECTIONS 2, 3, & 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 & 6 OF TOWNSHIP 1 SOUTH, RANGE 69 EAST; SECTION 36, TOWNSHIP 1 NORTH, RANGE 68 EAST; AND SECTIONS 31, 32, 33 & 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 1:**

**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 SW1/4 SE1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 69 EAST;**  
**THENCE NORTH 1320 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SW1/4 SE1/4 OF SECTION 31;**  
**THENCE EAST 2640 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SE1/4 SW1/4 SECTION 32, TOWNSHIP 1 NORTH, RANGE 69 EAST;**  
**THENCE SOUTH 1320 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE SE1/4 SW1/4 SECTION 32;**  
**THENCE EAST 3040 FEET MORE OR LESS ALONG THE MOUNT DIABLO BASELINE TO THE NORTHWEST CORNER OF LOT 1 (LOCATED WITHIN THE NE1/4 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;**  
**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);**

*cc bc kc gc*





THENCE WEST 410 FEET MORE OR LESS ALONG THE SAID BASELINE TO THE  
 SOUTHEAST CORNER OF THE SW 1/4 SW 1/4 OF SECTION 33, TOWNSHIP 1 NORTH,  
 RANGE 69 EAST; THENCE NORTH 1320 FEET MORE OR LESS TO THE NORTHEAST  
 CORNER OF THE SW 1/4 SW 1/4 OF SECTION 33;  
 THENCE WEST 3960 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SW1/4  
 SE1/4 OF SECTION 32;  
 THENCE NORTH 1320 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE NE1/4  
 SW1/4 OF SECTION 32;  
 THENCE WEST 1320 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE SW1/4  
 NW1/4 OF SECTION 32;  
 \*\*THENCE NORTH 929.38 FEET ALONG THE EAST LINE OF THE SW1/4 NW1/4  
 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 ASTERISKS ARE MEASURED  
 BASIS OF BEARINGS OF MEASURED LINES IN THE NORTH-SOUTH CENTERLINE OF  
 SECTION 31, TOWNSHIP 1 NORTH, RANGE 69 EAST, M.D.M., WHICH IS SOUTH  
 00°26'30" WEST.

**PARCEL 2:**

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF  
 SECTION 2, AND LOT THREE (3) AND THE SOUTHEAST QUARTER OF THE NORTHWEST  
 QUARTER (SE1/4 NW1/4) OF SECTION 3, IN TOWNSHIP 1 SOUTH, RANGE 69 EAST,  
 M.D.M., IN LINCOLN COUNTY, NEVADA.

**PARCEL 3:**

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4 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 OF THE NORTHWEST QUARTER (S1/2 NW1/4) OF SECTION 2,  
 AND LOTS ONE (1) AND TWO (2) AND THE SOUTH HALF OF THE NORTHEAST QUARTER  
 (S1/2 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.

**HUMBOLDT COUNTY**

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Book 29C  
Page 58C

10/02/2014  
Page 22 of 60

**PARCEL 4:**

**TOWNSHIP 37 NORTH, RANGE 42 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:**

**SECTION 1: ALL, EXCEPTING THEREFROM ANY PORTION LYING WITHIN ANY COUNTY ROAD, STATE OR FEDERAL HIGHWAY**

**SECTION 2: ALL, EXCEPTING THEREFROM ANY PORTION LYING WITHIN ANY COUNTY ROAD, STATE OR FEDERAL HIGHWAY**

**LOT 2, OF THE FINAL MAP OF DIVISION INTO LARGE PARCELS, PREPARED FOR THE CRAWFORD FAMILY LIVING TRUST, LYING WITHIN SECTION 10, TOWNSHIP 37 NORTH, RANGE 42 EAST, M.D.B.&M., RECORDED JANUARY 11, 2010, OFFICIAL RECORDS, HUMBOLDT COUNTY, NEVADA, AS DOCUMENT NO. 2010-234.**

**TOWNSHIP 38 NORTH, RANGE 42 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:**

**SECTION 36: S 1/2, EXCEPTING THEREFROM ANY PORTION LYING WITHIN ANY COUNTY ROAD, STATE OR FEDERAL HIGHWAY**

**PARCEL 5:**

**TOWNSHIP 36 NORTH, RANGE 34 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:**

**SECTION 19: ALL  
SECTION 21: ALL  
SECTION 29: ALL  
SECTION 31: ALL**

**LOT 1 OF THAT CERTAIN DIVISION INTO LARGE PARCELS FOR NEVADA LAND AND RESOURCE COMPANY, LLC, LYING WITHIN SECTION 5, TOWNSHIP 36 NORTH, RANGE 34 EAST AND SECTION 33, TOWNSHIP 36 NORTH, RANGE 34 EAST, M.D.B.&M., RECORDED IN THE OFFICE OF THE HUMBOLDT COUNTY RECORDER ON MARCH 19, 1999, UNDER FILE NO. 1999-1707, HUMBOLDT COUNTY, NEVADA.**

**PARCEL 6:**

**TOWNSHIP 36 NORTH, RANGE 34 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:**

**SECTION 20: ALL  
SECTION 28: ALL  
SECTION 32: LOTS 1, 2, 3, AND 4; NE 1/4; S 1/2**

**EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF ANY COUNTY ROAD OR STATE OR FEDERAL HIGHWAY.**

**ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN ANY RAILROAD RIGHT-OF-WAY.**

**PARCEL 7:**

*ee BC jr  
EC*



**TOWNSHIP 39 NORTH, RANGE 41 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:**

**SECTION 1: SW 1/4  
SECTION 3: ALL  
SECTION 9: NE 1/4  
SECTION 11: ALL  
SECTION 15: ALL  
SECTION 21: ALL**

**PARCEL 8:**

**TOWNSHIP 37 NORTH, RANGE 40 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:**

**SECTION 7: ALL  
SECTION 18: ALL  
SECTION 19: ALL  
SECTION 20: ALL  
SECTION 28: NW 1/4 NW 1/4 NW 1/4  
SECTION 29: ALL  
SECTION 30: ALL**

**TOWNSHIP 37 NORTH, RANGE 39 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:**

**SECTION 25: ALL**

**EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN ANY COUNTY OR STATE ROAD.**

**PARCEL 9A:**

**TOWNSHIP 35 NORTH, RANGE 32 EAST, M.D.B.&M., HUMBOLDT COUNTY, NEVADA:**

**SECTION 30: ALL**

**PARCEL 9B:**

**APPURTENANT NONEXCLUSIVE ROADWAY AND UTILITY EASEMENTS FOR BENEFIT OF PARCEL 9A, GRANTED BY THE EASEMENT DEED BY AND BETWEEN NEVADA LAND AND RESOURCE COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND RODNEY ST. CLAIR, FILED FOR RECORD IN HUMBOLDT COUNTY, NEVADA ON JUNE 4, 2001, AS DOCUMENT NO. 2001-2204.**

**PERSHING COUNTY**

**PARCEL 69:**

**TOWNSHIP 27 NORTH, RANGE 38 EAST, M.D.B.&M., PERSHING COUNTY, NEVADA:**

**SECTION 2: SW 1/4 NE 1/4; NW 1/4 SE 1/4; SW 1/4; NW 1/4 SE 1/4  
SECTION 10: E 1/2 SE 1/4  
SECTION 11: NW 1/4; W 1/2 SW 1/4**

*EC BC Koc*  
*EL*



**SECTION 14: NW 1/4 NW 1/4**  
**SECTION 15: NE 1/4; N 1/2 SE 1/4**

**PARCEL 70:**

**TOWNSHIP 27 NORTH, RANGE 38 EAST, M.D.B.&M.**

**SECTION 2: LOTS 3 AND 4, SW 1/4 NW 1/4, SW 1/4 SE 1/4;**  
**SECTION 3: E 1/2 SE 1/4;**  
**SECTION 10: E 1/2 NE 1/4, NE 1/4 SW 1/4, W 1/2 SE 1/4;**  
**SECTION 11: NE 1/4 SW 1/4;**  
**SECTION 14: SW 1/4 NW 1/4, NW 1/4 SW 1/4;**  
**SECTION 15: S 1/2 SE 1/4;**  
**SECTION 22: NE 1/4**

**PARCEL 71:**

**TOWNSHIP 27 NORTH, RANGE 38 EAST, M.D.B. & M., PERSHING COUNTY, NEVADA:**

**SECTION 2: LOT 2 OF THE NORTHEAST QUARTER (NE 1/4)**  
**SECTION 11: NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4)**

**PARCEL 72:**

**TOWNSHIP 28 NORTH, RANGE 38 EAST, M.D.B. & M., PERSHING COUNTY, NEVADA:**

**SECTION 14: EAST HALF (E 1/2)**  
**SECTION 17: SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);**  
**SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4)**  
**SECTION 19: NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4)**  
**SECTION 28: SOUTHEAST QUARTER (SE 1/4)**  
**SECTION 31: LOT 3 OF THE SOUTHWEST QUARTER (SW 1/4)**  
**SECTION 35: SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);**  
**WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4); NORTHWEST QUARTER**  
**(NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); SOUTHEAST QUARTER (SE 1/4) OF**  
**THE NORTHWEST QUARTER (NW 1/4); NORTHEAST QUARTER (NE 1/4) OF THE**  
**SOUTHWEST QUARTER (SW 1/4); NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST**  
**QUARTER (SE 1/4); SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE**  
**1/4)**

**PARCEL 73:**

**TOWNSHIP 29 NORTH, RANGE 38 EAST, M.D.B. & M., PERSHING COUNTY, NEVADA:**

**SECTION 7: LOT 4 OF THE SOUTHWEST QUARTER (SW 1/4)**  
**SECTION 20: NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW**  
**1/4)**  
**SECTION 31: NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4)**

*ec DC*  
*ke W*





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**SECTION 32: NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4); WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4)**

**PARCEL 74:**

**TOWNSHIP 30 NORTH, RANGE 39 EAST, M.D.B.& M., PERSHING COUNTY, NEVADA:**

**SECTION 30: SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4)  
SECTION 32: NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4); NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4)**

**COPY**

EE BC  
for CC



**EXHIBIT B**

**Golconda Battle Farms  
DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

**Additional Property**

(list specific additional Property, if any)

Water Rights: Permit Numbers (listed below) from the State of Nevada, Department of Water Resources, to the extent the foregoing are real estate. Descriptions attached.

Irrigation equipment listed below. Descriptions attached.

Lease: By John and Donnene Matthews

**COOPER**

*EE BC  
BC CC*



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Well #1:

Location: T37N, R42E, M.D.B.&M., Section 10: NE¼SW¼  
 Date Drilled: 1960's  
 Well Diameter: 16-Inch  
 Well Depth: 524 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 Feet  
 Tested Output: Unknown  
 Recent Output: ~ 1,000 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45516  
 Motor: GE 300 hp  
 Model # 5K6287XH16B  
 Serial # MJ1219145

Well #2:

Location: T37N, R42E, M.D.B.&M., Section 10: NE¼NW¼  
 Date Drilled: 1960's  
 Well Diameter: 16-Inch  
 Well Depth: 604 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 Feet  
 Tested Output: Unknown  
 Recent Output: ~ 1,000 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # No Plate  
 Motor: GE 200 hp  
 Model # 5K6278XH2A  
 Serial # DLJ430123

*EA BC R U*



Well #3:

Location: T37N, R42E, M.D.B.&M., Section 10: NE $\frac{1}{4}$ NW $\frac{1}{4}$   
 Date Drilled: 1960's  
 Well Diameter: 16-inch  
 Well Depth: ~ 500 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 Feet  
 Tested Output: Unknown  
 Recent Output: 1,100 - 1,200 g.p.m.  
 Pump: Layne Turbine  
 Serial # 4661  
 Motor: GE 300 hp  
 Model # 5K6287XH16B  
 Serial # LJJ1114124

Well #4:

Location: T37N, R42E, M.D.B.&M., Section 2: SW $\frac{1}{4}$ SW $\frac{1}{4}$   
 Date Drilled: 1960's  
 Well Diameter: 16-inch  
 Well Depth: 504 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 Feet  
 Tested Output: Unknown  
 Recent Output: 1,300 - 1,400 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45536  
 Motor: GE 200 hp  
 Model # 5K6278XH2A  
 Serial # ALJ108105

Well #5:

Location: T37N, R42E, M.D.B.&M., Section 29: NW $\frac{1}{4}$ SW $\frac{1}{4}$   
 Date Drilled: 1960's  
 Well Diameter: 16-inch  
 Well Depth: 504 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 Feet  
 Tested Output: Unknown  
 Recent Output: 1,300 - 1,400 g.p.m.  
 Pump: Peerless Vertical Turbine  
 Serial # F17484  
 Motor: Newman 150 hp  
 Model # DD4342PB  
 Serial # X450014

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Well #6:

Location: T37N, R42, M.D.B.&M., Section 2: NW¼NW¼  
 Date Drilled: Unknown  
 Well Diameter: 16-Inch  
 Well Depth: Unknown  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 Feet  
 Tested Output: Unknown  
 Recent Output: 1,300 - 1,400 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45543  
 Motor: US High Thrust 200 hp  
 ID # C2694-03-513 85-10044 NRR

Well #7:

Location: T37N, R42E, M.D.B.&M., Section 2: SW¼SE¼  
 Date Drilled: Unknown  
 Well Diameter: 16-Inch  
 Well Depth: Unknown  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 Feet  
 Tested Output: Unknown  
 Recent Output: ~ 1,000 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # - No Plate  
 Motor: Newman 150 hp  
 Serial # X450209

Well #8:

Location: T37N, R42E, M.D.B.&M., Section 2: NE¼NW¼  
 Date Drilled: 1960's  
 Well Diameter: 16-Inch  
 Well Depth: 504 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 feet  
 Tested Output: Unknown  
 Recent Output: ~ 1,000 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45513  
 Motor: GE 200 hp  
 Model # 5K6278XH2A  
 Serial # ALJ122124

*ec bc jr*  
*ec*



Well #9:

Location: T38N, R42E, M.D.B.&M., Section 36: NW¼SW¼  
 Date Drilled: Unknown  
 Well Diameter: 16-Inch  
 Well Depth: Unknown  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 Feet  
 Tested Output: Unknown  
 Recent Output: ~ 1,000 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # - 45544  
 Motor: GE 250 hp  
 Model # 5K628XH74A  
 Serial # CLJ30S139

Well #10:

Location: T387N, R42E, M.D.B.&M., Section 36: NE¼SW¼  
 Date Drilled: 1960's  
 Well Diameter: 16-Inch  
 Well Depth: 604 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 120-180 feet  
 Tested Output: Unknown  
 Recent Output: ~ 1,100 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45544 (Same as Pump #9)  
 Motor: Newmat 200 hp  
 Serial # 51189309

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 ee



The irrigation system consists of the following equipment:

**Field #1:**

8 - ¼ mile, Wade Rain Wheel lines with 5-inch Torque Tube, 6-foot  
Wheels, and Self-Leveling, Impact Sprinklers

**Field #2:**

7-Tower Zimmatic, Low Pressure, Drop Nozzles with End Gun  
Serial # L07672

**Field #3:**

8 - ¼ mile, Wade Rain Wheel lines with 5-inch Torque Tube, 6-foot  
Wheels, and Self-Leveling, Impact Sprinklers

**Field #4:**

8 - ¼ mile, Wade Rain Wheel lines with 5-inch Torque Tube, 6-foot  
Wheels, and Self-Leveling, Impact Sprinklers

**Field #5:**

7-Tower Zimmatic, Low Pressure, Drop Nozzles with End Gun  
Model # Growsmart  
Serial # LA7269

**Field #6:**

7-Tower Zimmatic, Low Pressure, Drop Nozzle with End Gun  
Model # Growsmart  
Serial # LA7270

**Field #7:**

8-Tower Zimmatic, Low Pressure, Drop Nozzle with End Gun  
Model # AIMS Advance  
Serial # - L73835

**Field #8:**

8-Tower Zimmatic, Low Pressure, Drop Nozzles with End Gun  
Model # AIMS Advance  
Serial # L73835

**Field #9:**

Undetermined Pivot, Unassembled

**Field #10:**

7-Tower Zimmatic, Low Pressure, Drop Nozzles (Being Assembled)  
Serial # - None Found

ec BC Jm  
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Records from the owner and the State of Nevada, Division of Water Resources provided relevant information regarding the various irrigation wells. Specific well information and an inventory of the equipment are as follows:

Well #1: (NW 1/4, Section 19)

Location:	T36N, R34E, MDB&M	Section 19:	SE 1/4 NW 1/4
Date Drilled:	1986		
Well Diameter:	16"		
Well Depth:	350 feet		
Static Water Level:	~50 feet		
Drawdown:	~15-20 feet		
Tested Output:	1,200 g.p.m.		
Pump:	National Turbine Serial # - None		
Gearhead:	Amarillo Right Angle Gearhead Serial #3100A 188455		
Engine:	Cummins, 6-Cylinder Diesel w/ generator Model #B5.9P Serial #46432299		
Sprinkler:	Zimmatic Pivot with Valley 6000 Controls 7-Tower, Low Pressure, Drop Nozzles No Serial #		

Well #2: (NE 1/4, Section 19)

Location:	T36N, R34E, MDB&M	Section 19:	SE 1/4 NE 1/4
Date Drilled:	1986 (Est.)		
Well Diameter:	16"		
Well Depth:	~350 feet		
Static Water Level:	~57 feet		
Drawdown:	15-20 feet		
Tested Output:	1,200 g.p.m.		
Pump:	Floway Turbine No Serial #		
Gearhead:	Johnson Right Angle Gearhead Serial #169735		
Engine:	Cummins, 6-Cylinder Diesel w/ generator Model #B5.9 Serial #46455120		
Sprinkler:	Zimmatic Pivot 8-Tower, Low Pressure, Drop Nozzles No Serial #		

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*EC*





Well #3: (SW¼, Section 19)

Location:	T36N, R34E, MDB&M	Section 19:	SE¼SW¼
Date Drilled:	1986 (Est.)		
Well Diameter:	16"		
Well Depth:	-350 feet		
Static Water Level:	-50 feet		
Drawdown:	-15-20 feet		
Tested Output:	1,200 g.p.m.		
Pump:	Gould Turbine Serial #C13915		
Gearhead:	Amarillo Right Angle Gearhead Serial #S100A 188452		
Engine:	Cummins, 6-Cylinder Diesel w/ generator Model #5.9 Serial #46369516		
Sprinkler:	Zimmatic Pivot 7-Tower, Low Pressure, Drop Nozzles Model 307 Serial #L17615		

Well #4: (SE¼, Section 19)

Location:	T36N, R34E, MDB&M	Section 19:	SE¼SE¼
Date Drilled:	1986 (Est.)		
Well Diameter:	16"		
Well Depth:	-350 feet		
Static Water Level:	-50 feet		
Drawdown:	-15-20 feet		
Tested Output:	1,200 g.p.m.		
Pump:	National Turbine Serial # - None		
Gearhead:	Amarillo Right Angle Gearhead Serial #S100A 189045		
Engine:	Cummins, 6-Cylinder Diesel w/ generator Model #B 5.9 C Serial #46455116		
Sprinkler:	Valley Pivot 8-Tower, Low Pressure, Drop Nozzles No Serial #		

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Well #5: (NW¼, Section 29)

Location:	T36N, R34E, MDB&M	Section 29:	SE¼NW¼
Date Drilled:	1986 (Est.)		
Well Diameter:	16"		
Well Depth:	~350 feet		
Static Water Level:	~50 feet		
Drawdown:	~15-20 feet		
Tested Output:	1,200 g.p.m.		
Pump:	National Turbine Serial # - None		
Gearhead:	Johnson Right Angle Gearhead Serial #142074		
Engine:	Cummins, 6-Cylinder Diesel w/ generator Model #B 5.9 C Serial #46455117		
Sprinkler:	Zimmatic Pivot 7-Tower, Low Pressure, Drop Nozzles Model - Growsmart Serial #L90176		

Well #6: (NE¼, Section 29)

Location:	T36N, R34E, MDB&M	Section 29:	NE¼NE¼
Date Drilled:	1986 (Est.)		
Well Diameter:	16"		
Well Depth:	~350 feet		
Static Water Level:	~50 feet		
Drawdown:	~15-20 feet		
Tested Output:	1,200 g.p.m.		
Pump:	Byron Jackson Turbine Serial #311158		
Gearhead:	Randolph Right Angle Gearhead Model #M150 Serial #M030 - A1921433		
Engine:	Cummins, 6-Cylinder Diesel w/ generator Model #CSB 5.9 Serial #46602258		
Sprinkler:	Zimmatic Pivot 8-Tower, Low Pressure, Drop Nozzles Model - AIMS Basic Serial #58685		

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Well #7: (SW ¼, Section 29)

Location: T36N, R34E, MDB&M Section 29: SE¼SW¼  
 Date Drilled: 1986 (Est.)  
 Well Diameter: 16"  
 Well Depth: ~350 feet  
 Static Water Level: ~50 feet  
 Drawdown: ~15-20 feet  
 Tested Output: 1,200 g.p.m.  
 Pump: Floway Turbine  
 Serial #13604  
 Motor: GE 75 hp  
 Model #5KE365DFT6009  
 Serial #82111803  
 Sprinkler: Zimmatic Pivotal  
 7-Tower, Low Pressure, Drop Nozzles  
 Model - Growsmart  
 Serial #L93313

Well #8: (SE¼, Section 29)

Location: T36N, R34E, MDB&M Section 29: NE¼SE¼  
 Date Drilled: 1986 (Est.)  
 Well Diameter: 16"  
 Well Depth: ~350 feet  
 Static Water Level: ~50 feet  
 Drawdown: 15-20 feet  
 Tested Output: 1,200 g.p.m.  
 Pump: National Turbine  
 No Serial #  
 Motor: GE 75 hp  
 Model #5KE365DTT6009  
 Serial #82111648  
 Sprinkler: Zimmatic Pivotal w/ Valley Panel  
 7-Tower, Low Pressure, Drop Nozzles  
 No Serial #

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Well #9: (NW¼, Section 33)

Section 33: NE¼NW¼

Location: T36N, R34E, MDB&M  
 Date Drilled: 1986  
 Well Diameter: 16"  
 Well Depth: -350 feet  
 Static Water Level: -50 feet  
 Drawdown: -15-20 feet  
 Tested Output: 1,200 g.p.m.  
 Pump: Fairbanks-Morse Turbine  
 Serial #F2X2903463  
 Gearhead: Amarillo Right Angle Gearhead  
 Serial #S100A 188456  
 Engine: Cummins, 6-Cylinder Diesel w/ generator  
 Model # B 5.9 P  
 Serial #46137885  
 Sprinkler: Zimmatic Pivot w/ Tumac Panel  
 7-Tower, Low Pressure, Drop Nozzles  
 No Serial #

Well #10: (NE¼, Section 33)

Section 33: NE¼NE¼

Location: T36N, R34E, MDB&M  
 Date Drilled: 1986 (Est.)  
 Well Diameter: 16"  
 Well Depth: -350 feet  
 Static Water Level: -50 feet  
 Drawdown: 15-20 feet  
 Tested Output: 1,200 g.p.m.  
 Pump: National Turbine  
 No Serial #  
 Gearhead: Johnson Right Angle Gearhead  
 Serial #149259  
 Engine: 6-Cylinder Cummins Diesel w/ generator  
 Model #QSB 5.9  
 Serial #46602258  
 Sprinkler: Zimmatic Pivot  
 7-Tower, Low Pressure, Drop Nozzles  
 Serial #58685

EC BC AK EC





Well #11: (NE¼, Section 31)

Location:	T36N, R34E, MDB&M	Section 31:	NE¼NE¼
Date Drilled:	1986 (Est.)		
Well Diameter:	16"		
Well Depth:	~350 feet		
Static Water Level:	~50 feet		
Drawdown:	~15-20 feet		
Tested Output:	1,200 g.p.m.		
Pump:	Layne Turbine Serial #24294		
Motor:	World Wide Electric Corp. Model # VHS100 -18-460-404TP Serial # 11 2008-1269	100 hp	
Sprinkler:	Zimmatic Pivot w/ Valley Panel 8-Tower, Low Pressure, Drop Nozzles No Serial #		

Well #12: (NW¼, Section 31)

Location:	T36N, R34E, MDB&M	Section 31:	SE¼NW¼
Date Drilled:	1986 (Est.)		
Well Diameter:	16"		
Well Depth:	~350 feet		
Static Water Level:	~50 feet		
Drawdown:	~15-20 feet		
Tested Output:	1,200 g.p.m.		
Pump:	Floway Turbine No Serial #		
Motor:	US Electric Model #BF61A ID #P 05 7354898-0066 M 0015	75 hp	
Sprinkler:	Zimmatic Pivot 8-Tower, Low Pressure, Drop Nozzles Model - AIMS Basic Serial #L-55340		

EC BC JR EC



Well #13: (SW¼, Section 31)

Location: T36N, R34E, MDB&M                      Section 31: SW¼SW¼  
 Date Drilled: 1986 (Est.)  
 Well Diameter: 16"  
 Well Depth: ~350 feet  
 Static Water Level: ~50 feet  
 Drawdown: 15-20 feet  
 Tested Output: 1,200 g.p.m.  
 Pump: Layne Vertical Turbine  
        No Plate  
 Motor: Newman                                              75 hp  
        Frame #405UP/DD3722PB  
        Serial # X 4477203  
 Sprinkler: Valley Pivot  
              8-Tower, Low Pressure, Drop Nozzles  
              Model # Rainger  
              Serial #82-306

Well #14: (SE¼, Section 31)

Location: T36N, R34E, MDB&M                      Section 31: SE¼SE¼  
 Date Drilled: 1986 (Est.)  
 Well Diameter: 16"  
 Well Depth: ~350 feet  
 Static Water Level: ~50 feet  
 Drawdown: ~15-20 feet  
 Tested Output: 1,200 g.p.m.  
 Pump: Aurora Verti-Line Turbine  
        No Plate  
 Motor: World Wide Electric Corp.                      100 hp  
        Model # VHS 100-18-460-404TP  
        Serial # 09 2008-0939  
 Sprinkler: Zimmatic Pivot  
              8-Tower, Low Pressure, Drop Nozzles  
              Serial #58686

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Well #21: (SW¼, Section 21)

Location: T36N, R34E, MDB&M  
Date Drilled: 2005/2006  
Well Diameter: 16"  
Well Depth: ~350 feet  
Static Water Level: ~50 feet  
Drawdown: ~15-20 feet  
Tested Output: 1,200 g.p.m.  
Pump: Flowway Turbine

Section 21: SW¼SW¼

Size 10  
Serial #16537  
Gearhead: Amarillo Right Angle Gearhead  
Model # S150  
Serial #232301  
Engine: John Deere, 6-Cylinder Diesel w/ generator  
Model #6059TF001  
Serial # - None  
Sprinkler: Zimmatic Pivot  
8-Tower, Low Pressure, Drop Nozzles  
Serial #L56590

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Irrigation System

Records from the owner, field inspection, and the State of Nevada, Division of Water Resources provided relevant information regarding the various irrigation wells. Specific well information and an inventory of the equipment are as follows:

Well #1:

Location: T39N, R41E, M.D.B.&M., Section 3: NW¼  
 Well Diameter: 12-Inch  
 Well Depth: Unknown, Approximately 500 feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25267  
 Motor: Newman 125 hp  
 Serial # SI188403

Pivot #1:

10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzles  
 Model # 064-2326-1698  
 Serial # 28-001-091776

Well #2:

Location: T39N, R41E, M.D.B.&M., Section 3: NE¼  
 Well Diameter: 12-Inch  
 Well Depth: Unknown, Approximately 500 feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25270  
 Motor: Newman 100 hp  
 Serial # S1301506

Pivot #2:

Approximately ¼ mile of New 10-inch, 100 psi PVC Buried Pipeline from well to Pivot Base  
 8 - Tower Valley 6000, Low Pressure, Drop Nozzles  
 Model # 6000  
 Serial # - None Found

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Well #3:

Location: T39N, R41E, M.D.B.&M., Section 3: SW¼  
 Well Diameter: 12-Inch  
 Well Depth: Unknown, Approximately 500 feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000- 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25268  
 Motor: Newman 125 hp  
 Serial # S1194701

Pivot #3:

8 - Tower Valley 6000, Low Pressure, Drop Nozzles  
 Model # 6000  
 Serial # - None Found

Well #4:

Location: T39N, R41E, M.D.B.&M., Section 3: SE¼  
 Well Diameter: 12-Inch  
 Well Depth: Unknown, Approximately 500 feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25266  
 Motor: Newman 125 hp  
 Serial # S1225301

Pivot #4:

10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzles  
 Model # 064-2226-1698  
 Serial # 28-003-092476

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Well #5:

Location: T39N, R41E, M.D.B.&M., Section 1: SW¼  
 Well Diameter: 12-Inch  
 Well Depth: Unknown, Approximately 500 feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25275  
 Motor: Newman 125 hp  
 Serial # S1194708

Pivot #5:

10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzle & End Gun  
 Model #064-2226-168  
 Serial # 28-008-101176

Well #6:

Location: T39N, R41E, M.D.B.&M., Section 9: NE¼  
 Well Diameter: 12-Inch  
 Well Depth: Unknown, Approximately 500 feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25273  
 Motor: Newman 125 hp  
 Serial # S1194706

Pivot #6:

10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzles  
 Model # 064-2226-168  
 Serial # 28-009-101576

EC BC JSC EC





Well #7:

Location: T39N, R41E, M.D.B.&M., Section 11: NW¼  
 Well Diameter: 12-Inch  
 Well Depth: 510 Feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # No Plate  
 Motor: Newman 150 hp  
 Serial # S1189911

Pivot #7:

Approximately ¼ mile of New, 10-inch, 100 psi PVC Buried Pipeline from Well to Pivot Base  
 8 - Tower Valley 6000, Low Pressure, Drop Nozzles & End Gun  
 Model # 6000  
 Serial # - None Found

Well #8:

Location: T39N, R41E, M.D.B.&M., Section 11: NE¼  
 Well Diameter: 12-Inch  
 Well Depth: 511 Feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25274  
 Motor: Newman 125 hp  
 Serial # No Plate

Pivot #8:

10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzles & End Gun  
 Model # 064-2226-168  
 Serial # 28-007-100576

*EE DC JH EC*



Well #9:

Location: T39N, R41E, M.D.B.&M., Section 11: SW¼  
 Well Diameter: 12-Inch  
 Well Depth: 486 Feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine (Pulled for Maintenance)  
 Serial # No Plate  
 Motor: Newman 200 hp  
 Serial # 51189406

Pivot #9:

10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzles  
 Model # No Plate  
 Upgraded with Valley Control Box

Well #10:

Location: T39N, R41E, M.D.B.&M., Section 11: SE¼  
 Well Diameter: 12-Inch  
 Well Depth: 461 Feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # No Plate  
 Motor: Newman 150 hp  
 Serial # S1188701

Pivot #10:

10-Tower Gifford-Hill 360, Spray Nozzles on Top of Carrier Pipe  
 Model # 064-2226-1698  
 Serial # 28-006-100276

*EE DC for EC*



Well #11:

Location: T39N, R41E, M.D.B.&M., Section 15: NW¼  
 Well Diameter: 12-Inch  
 Well Depth: 598 Feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25269  
 Motor: Newman 125 hp  
 Serial # S1194710

Pivot #11:

10-Tower Gifford-Hill 360; Low Pressure, Drop Nozzles & End Gun  
 Model # - No Plate  
 Updated with Nebraska Irrigation Control Box

Well #12:

Location: T39N, R41E, M.D.B.&M., Section 15: NE¼  
 Well Diameter: 12-Inch  
 Well Depth: 600 Feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # - No Plate  
 Motor: Newman 200 hp  
 Serial # S15036306

Pivot #12:

10-Tower Gifford-Hill 360; Nozzles on Top of Carrier Pipe  
 Model # 064-2226-168  
 Serial # 28-014-110876

*EC DC AC EC*



Well #13: (Serves Pivot #13 & Pivot #14)

Location: T39N, R41E, M.D.B.&M., Section 15: SW¼  
 Well Diameter: 12-Inch  
 Well Depth: 600 Feet  
 Static Water Level: ~ 170 Feet  
 Drawdown: ~ 30 Feet  
 Tested Output: Unknown  
 Recent Output: 1,400 - 1,600 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # - No Plate  
 Motor: Newman 200 hp  
 Serial # S1189403

Pivot #13:

10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzles  
 Model # 064-2226-168  
 Serial # 28-011-102276

Pivot #14:

Approximately ½ mile of New, 12-inch, 100 psi PVC Buried Pipeline from  
 Well #13 to Pivot #14 Base  
 10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzles  
 Model # 064-2226-168  
 Serial # 28-013-110576

Well #15:

Location: T39N, R41E, M.D.B.&M., Section 21: NW¼  
 Well Diameter: 12-Inch  
 Well Depth: 600 Feet  
 Static Water Level: 133 Feet  
 Drawdown: 220 Feet  
 Tested Output: 3,000 g.p.m.  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # - No Plate  
 Motor: Newman 125 hp  
 Serial # S1194702

Pivot #15:

8 - Tower Valley 6000, with Low Pressure, Drop Nozzles  
 Model # 6000  
 Serial # - None Found

EE BC K EC



Well #16:

Location: T39N, R41E, M.D.B.&M., Section 21: NE¼  
 Well Diameter: 12-Inch  
 Well Depth: 600 Feet  
 Static Water Level: 144 Feet  
 Drawdown: 210 Feet  
 Tested Output: 3,000 g.p.m.  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25272  
 Motor: Newman 125 hp  
 Serial # 1296T-6

Pivot #16:

10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzles  
 Model # 064-2226-168  
 Serial # 28-017-111776

Well #17:

Location: T39N, R41E, M.D.B.&M., Section 21: SW¼  
 Well Diameter: 12-Inch  
 Well Depth: 500 Feet  
 Static Water Level: 144 Feet  
 Drawdown: 210 Feet  
 Tested Output: 3,000 g.p.m.  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # - No Plate  
 Motor: Newman 125 hp  
 Serial # S1194709

Pivot #17:

8 - Tower Valley 6000, with Low Pressure, Drop Nozzles  
 Model # 6000  
 Serial # - None Found

*EE BE EC*



Well #18:

Location: T39N, R41E, M.D.B.&M., Section 21: SE¼  
 Well Diameter: 12-Inch  
 Well Depth: 600 Feet  
 Static Water Level: 133 Feet  
 Drawdown: 210 Feet  
 Tested Output: 3,000 g.p.m.  
 Recent Output: 1,000 - 1,200 g.p.m.  
 Pump: Johnston Vertical Turbine  
 Serial # TJ-25271  
 Motor: Newman 125 hp  
 Serial # S113840

Pivot #18:

10-Tower Gifford-Hill 360, Low Pressure, Drop Nozzles  
 Model # 064-2226-168  
 Serial # 28-016-111576

Well #1:

Location: T37N, R40E, M.D.B.&M., Section 20: SE¼NW¼  
 Well Diameter: 16-Inch  
 Well Depth: ~ 500 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 20 Feet  
 Tested Output: Unknown  
 Recent Output: 3,000 - 3,500 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45026  
 Motor: GE 300 hp  
 Model # 5K6287XH16B  
 Serial # ALJ129120

*EE* *EC*





Well #2:

Location: T37N, R40E, M.D.B.&M., Section 20: NW¼S1¼  
 Well Diameter: 16-Inch  
 Well Depth: ~ 500 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 20 Feet  
 Tested Output: Unknown  
 Recent Output: 2,500 - 3,000 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # No Plate  
 Motor: GE 250 hp  
 Model # 5K6286XH74A  
 Serial # EHI517109

Well #3:

Location: T37N, R40E, M.D.B.&M., Section 19: NE¼NE¼  
 Well Diameter: 16-Inch  
 Well Depth: ~ 500 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 20 Feet  
 Tested Output: Unknown  
 Recent Output: 3,000 g.p.m.  
 Pump: Western Turbine  
 Serial # C-4121  
 Motor: GE 300 hp  
 Model # 5K6287XH16B  
 Serial # MJJ1219146

Well #4:

Location: T37N, R40E, M.D.B.&M., Section 19: SE¼SE¼  
 Well Diameter: 16-Inch  
 Well Depth: ~ 500 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 20 Feet  
 Tested Output: Unknown  
 Recent Output: 3,000 - 3,500 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # No Plate  
 Motor: GE 300 hp  
 Model # 5K6287XH16B  
 Serial # BJJ228130

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Well #5:

Location: T37N, R40E, M.D.B.&M., Section 29: NW¼NE¼  
 Well Diameter: 16-Inch  
 Well Depth: ~ 500 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 20 Feet  
 Tested Output: Unknown  
 Recent Output: ~ 3,000 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45283  
 Motor: GE 300 hp  
 Model # 5K6287XH16B  
 Serial # LLJ1105111

Well #6:

Location: T37N, R40E, M.D.B.&M., Section 29: NW¼SE¼  
 Well Diameter: 16-Inch  
 Well Depth: ~ 500 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 20 Feet  
 Tested Output: Unknown  
 Recent Output: 3,000 - 3,500 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45287  
 Motor: GE 300 hp  
 Model # - No Plate  
 Serial # - No Plate

Well #7:

Location: T37N, R40E, M.D.B.&M., Section 30: 8W¼NE¼  
 Well Diameter: 16-Inch  
 Well Depth: ~ 500 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 20 Feet  
 Tested Output: Unknown  
 Recent Output: 3,000 - 3,500 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45024  
 Motor: US Electric 300 hp  
 ID # - 013320824

*ee. [unclear] [unclear] [unclear]*



Well #8:

Location: T37N, R40E, M.D.B.&M., Section 30: NW¼SE¼  
 Well Diameter: 16-Inch  
 Well Depth: ~ 500 Feet  
 Static Water Level: ~ 60 Feet  
 Drawdown: ~ 20 feet  
 Tested Output: Unknown  
 Recent Output: 3,500 - 4,000 g.p.m.  
 Pump: Layne & Bowler Vertical Turbine  
 Serial # 45286  
 Motor: GE 350 hp  
 Model # 5K6317XC168A  
 Serial # CHJ315011

The irrigation system consists of the following equipment:

Pivot #1:

9-Tower Zimmatic, Low Pressure, Drop Nozzles  
 Model # 410  
 Serial # L07633

Pivot #2:

9-Tower Zimmatic, Low Pressure, Drop Nozzles  
 Model # 410  
 Serial # L07670

Pivot #3:

7-Tower Zimmatic, Low Pressure, Drop Nozzle  
 Model # 410  
 Serial # L07609

Pivot #4:

9-Tower Zimmatic, Low Pressure, Drop Nozzles  
 Model # 410  
 Serial # L07650

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**Pivot #5:**

9-Tower Zimmatic, Low Pressure, Drop Nozzle  
Model # - Unknown  
Serial # L57962

**Pivot #6:**

9-Tower Zimmatic, Low Pressure, Drop Nozzle  
Model # 410  
Serial # L07619

**Pivot #7:**

9-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # 410  
Serial # L07638

**Pivot #8:**

10-Tower Zimmatic, Low Pressure, Drop Nozzles & End Gun  
Model # - Unknown  
Serial # A10775

**Pivot #9:**

10-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # 410  
Serial # L07651

**Pivot #10:**

9-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # 410  
Serial # L07618

**Pivot #11:**

10-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # 410  
Serial # L07610

**Pivot #12:**

7-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # 410  
Serial # L07672

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Pivot #13:

10-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # Unknown  
Serial # A10782

Pivot #14:

9-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # 410  
Serial # L07671

Pivot #15:

9-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # 410  
Serial # L07621

Big Pivot

14-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # - AIMS Advance  
Serial # - L58749

Pivot #19:

7-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # - Growsmart  
Serial # - L90258

Pivot #20:

7-Tower Zimmatic, Low Pressure, Drop Nozzles  
Model # - Growsmart  
Serial # - L90259

West Well: (NW/4NW/4, Section 30)

Location:	T35N, R32E, MDB&M	Section 30: NW/4NW/4
Date Drilled:	1965 (Est.)	
Well Diameter:	16"	
Well Depth:	800 feet	
Static Water Level:	-70 feet	
Drawdown:	+30-50 feet	
Tested Output:	-1,000 g.p.m.	
Pump:	Fairbanks-Morse Turbine Size 12M Serial #N302811251X	
Gearhead:	Amarillo Right Angle Gearhead Serial #S100 117559	
Engine:	Deutz Air Cooled, 6-Cylinder Diesel Serial # - None	

*ec BL REC*



South Well: (NW¼SW¼, Section 30)

Location:	T35N, R32E, MDB&M	Section 30:	NW¼SW¼
Date Drilled:	1971 (Est.)		
Well Diameter:	16"		
Well Depth:	Unknown		
Static Water Level:	-75 feet		
Drawdown:	Unknown, Estimated -50-60 feet		
Tested Output:	~1,100-1,200 g.p.m.		
Pump:	Johnston Turbine No Serial #		
Gearhead:	Amarillo Serial # 4BC 65553		
Engine:	Deutz, 6-Cylinder Air Cooled Model #BF6L913C Family XDZXL06.1008		176 hp
Generator:	Emerson Belt Driven		

East Well: (NW¼SE¼, Section 30)

Location:	T35N, R32E, MDB&M	Section 30:	NW¼SE¼
Date Drilled:	1966		
Well Diameter:	16"		
Well Depth:	Unknown		
Static Water Level:	-75 feet		
Drawdown:	Unknown, Estimated 50-60 feet		
Recent Output:	-1,000-1,200 g.p.m.		
Pump:	Johnston Turbine No Serial #		
Gearhead:	Randolph Right Angle Drive Model #F250 Serial # 220913		
Engine:	Case IH, 6-Cylinder Diesel Model # 6590T ID # DJA0002713		

*gc bc r ec*





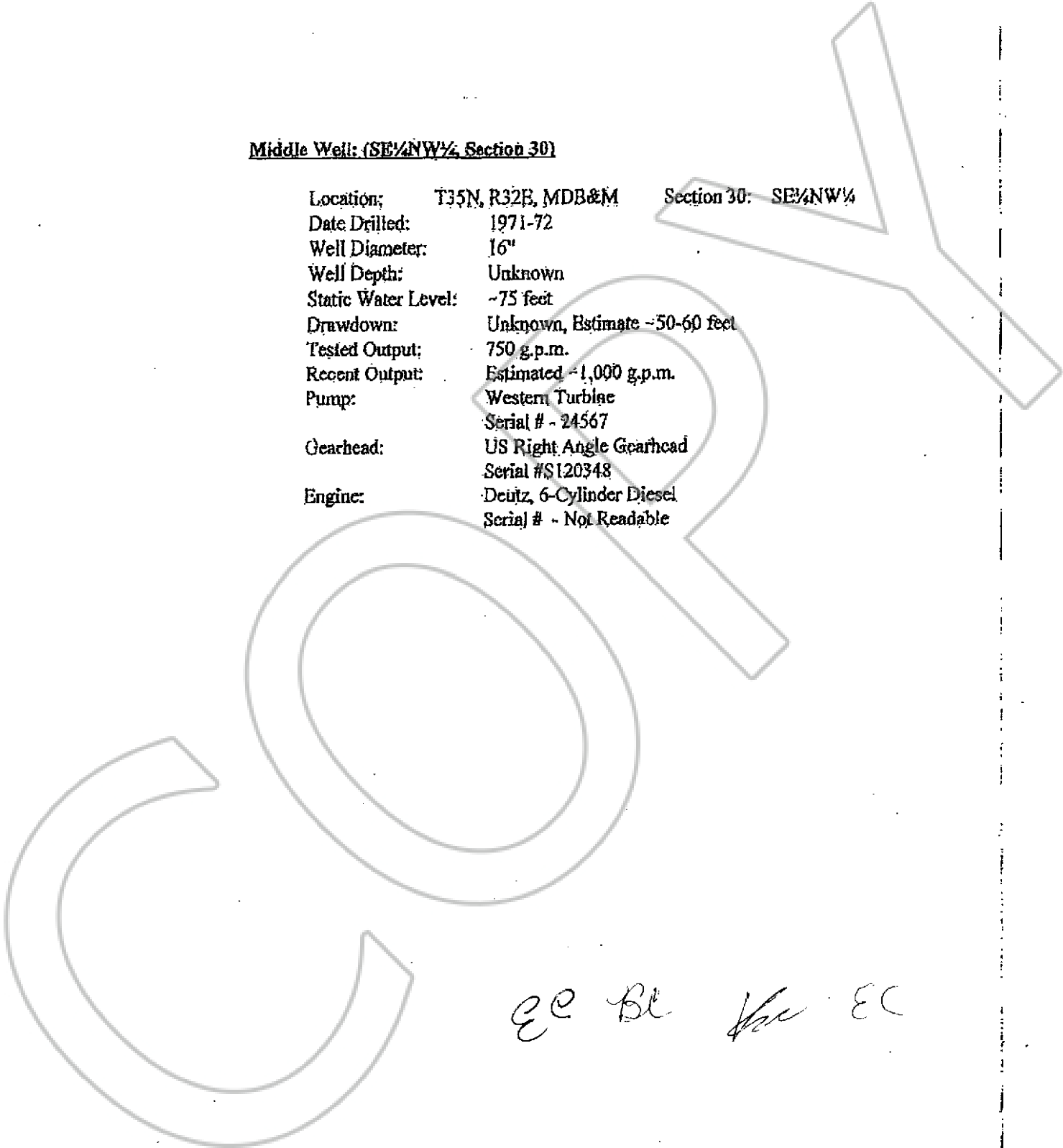
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Middle Well: (SE¼NW¼, Section 30)

Location:	T35N, R32E, MDB&M	Section 30: SE¼NW¼
Date Drilled:	1971-72	
Well Diameter:	16"	
Well Depth:	Unknown	
Static Water Level:	~75 feet	
Drawdown:	Unknown, Estimate -50-60 feet	
Tested Output:	750 g.p.m.	
Recent Output:	Estimated -1,000 g.p.m.	
Pump:	Western Turbine Serial # - 24567	
Gearhead:	US Right Angle Gearhead Serial #S120348	
Engine:	Deutz, 6-Cylinder Diesel Serial # - Not Readable	



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<u>Well #/ Pivot #</u>	<u>Appl #</u>	<u>Cert. #</u>	<u>Change</u>	<u>Priority</u>	<u>Amt. (cfs)</u>	<u>Acres</u>	<u>Acre Feet</u>
#13	30472	9449	28704	08-09-76	3.00	263.20	1,052.8
#14 (Moved to #13)	30473	9430	28704	08-09-76	1.11	--	--
#11	30474	9431		08-09-76	2.23	131.60	526.4
#12	30475	9434		08-09-76	2.23	131.60	526.4
#17	30476	9435		08-09-76	2.23	122.00	488.0
#18	30477	9437		08-09-76	2.23	122.00	488.0
#16	30478	9438		08-09-76	2.23	122.00	488.0
#15	30479	9439		08-09-76	2.23	122.00	488.0
#3	30480	9440		08-09-76	2.23	122.00	488.0
#4	30481	9441		08-09-76	2.23	122.00	488.0
#1	30482	9442		08-09-76	2.23	122.00	488.0
#2	30483	10401	35940	09-29-78	2.23	134.00	482.4
#6	30485	9443		08-09-76	2.28	122.00	488.0
#5	30486	9444		08-09-76	2.23	122.00	488.0
#9	30488	9445		08-09-76	2.23	134.00	536.0
#10	30489	9446		08-09-76	2.23	134.00	536.0
#7	30490	10400	35939	08-09-76	2.23	134.00	482.4
#8	30491	9447		08-09-76	2.23	134.00	536.0
<b>Total - Eden Valley - 18 Certificates</b>					<b>39.84</b>	<b>2,294.40</b>	<b>9,070.4</b>

<u>Well #/ Pivot #</u>	<u>Appl #</u>	<u>Cert. #</u>	<u>Change</u>	<u>Priority</u>	<u>Amt. (cfs)</u>	<u>Acres</u>	<u>Acre Feet</u>
#2	26484	8529	63017	01-18-72	4.23	319.10	1,069.10
#4	26485	8575	29042	01-18-72	4.29	314.53	1,064.53
			63018				
#1	26486	8576	29043	01-18-72	4.23	319.40	1,069.40
			63020				
#3	26487	8577	29044	01-18-72	2.74	246.35	621.35
			69353				
#5	26968	8530	69352	09-11-72	4.31	313.47	1,063.47
#6	26969	8578	29045	09-11-72	4.29	316.36	1,066.36
			63015				
#7	26970	8531	63021	09-11-72	4.31	313.48	1,063.48
#8	26971	8579	29046	09-11-72	4.30	314.03	1,081.72
			69351				
<b>Total - Golconda Butte - 8 Certificates</b>					<b>32.70</b>	<b>2,456.72</b>	<b>7,017.69</b>

FC BC JR EC



<u>Well #/ Field #</u>	<u>Appl #</u>	<u>Cert. #</u>	<u>Change</u>	<u>Priority</u>	<u>Amt. (cfs)</u>	<u>Acres</u>	<u>Acre Feet</u>
#1/1&2	29890	9562	80908	06-21-65	4.10	637.40	1,269.60
#2/1&2	29888	9560	80906	06-21-65	2.02	637.40	1,280.00
#3/1&2	29889	9561	80907	06-21-65	2.80	637.40	1,280.00
#3/1&2	41522	10167	80910	06-21-65	1.6894	637.40	435.96
#4/3-6	43848	10536	80911	06-21-65	3.2306	637.10	832.44
#5/3-6	29887	9559	80905	10-16-72	2.70	637.10	1,268.40
#8/3-6	29891	9563	80909	06-21-65	2.70	637.10	1,280.00
#9/7&8	29886	9558	80903	06-21-65	2.28	320.00	1,280.00
#10/7&8	29885	9557	80904	06-21-65	2.28	320.00	1,280.00
<b>Total - Adams Peak - 9 Certificates</b>					<b>23.80</b>	<b>1,594.50</b>	<b>6,378.60</b>

<u>Applic. #</u>	<u>Certif. #</u>	<u>Source</u>	<u>Priority</u>	<u>Diversion Amount(cfs)</u>	<u>Acres</u>
31290	9515	Pivot #9 Well	12-11-1974	2.30 cfs	125.66
31291	9516	Pivot #10 Well	12-11-1974	2.30 cfs	125.66
31292	17889	Pivot #21 Well	01-10-2005	1.95 cfs	124.70
31293	9517	Pivot #14 Well	12-11-1974	2.30 cfs	124.66
31294	9518	Pivot #12 Well	12-11-1974	2.30 cfs	125.66
31295	9519	Pivot #11 Well	12-11-1974	2.30 cfs	125.66
31296	9521	Pivot #7 Well	12-11-1974	2.30 cfs	125.66
31297	9522	Pivot #8 Well	12-11-1974	2.30 cfs	125.66
31298	9523	Pivot #5 Well	12-11-1974	2.30 cfs	125.66
31299	9524	Pivot #6 Well	12-11-1974	2.30 cfs	125.66
31300	9525	Pivot #1 Well	12-11-1974	2.30 cfs	125.66
31301	9526	Pivot #2 Well	12-11-1974	2.30 cfs	125.66
31302	9527	Pivot #3 Well	12-11-1974	2.30 cfs	125.66
31303	9533	Pivot #4 Well	12-11-1974	2.30 cfs	125.66
<b>Total - 14 Water Rights</b>				<b>31.85 cfs</b>	<b>1,757.28</b>

<u>Applic. #</u>	<u>Certif. #</u>	<u>Source</u>	<u>Priority</u>	<u>Diversion Amount(cfs)</u>	<u>Acres</u>
26075	7963	South Well & West Well	07-30-1965	4.70 cfs	291.80
26076	7992	East Well	07-30-1965	4.70 cfs	318.18
26077	7993	Middle Well	04-26-1971	1.68 cfs	304.80
<b>Subtotal - 3 Water Rights</b>				<b>11.08 cfs</b>	<b>609.98</b>

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Water Rights: Permit Numbers from the State of Nevada, Department of Water Resources, to the extent the foregoing are real estate.

**Water Rights**



Permit Number 61731

This permit has a Proof of Completion and a Proof of Beneficial Use due due of September 2012.

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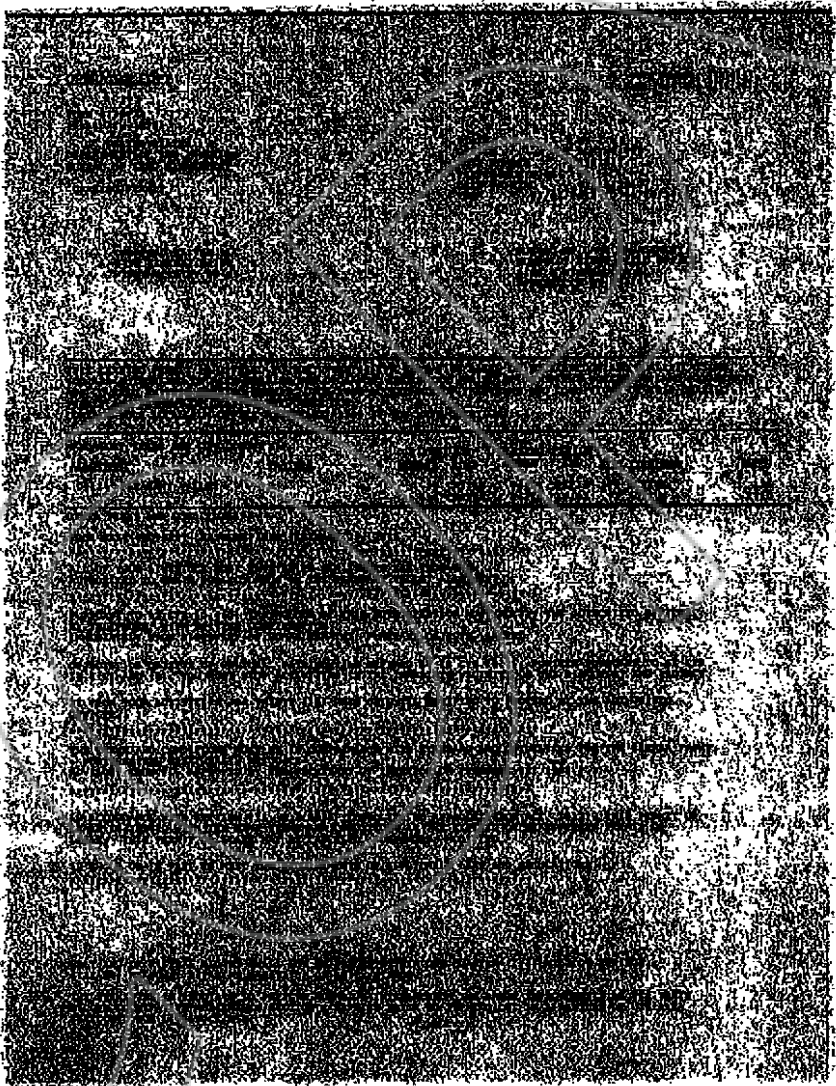


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**USDI - BLM GRAZING PERMIT**



EC BC K/EC





**USDI BLM GRAZING PERMIT**

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*EC BC kc EC*





### ALLOTMENT MASTER REPORT

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ALLOTMENT MASTER REPORT  
WYOMING - WYOMING VALLEY

XXXXXXXXXX

Agency Name: WYOMING VALLEY  
Agency Code: WYOMING VALLEY  
Management Plan Title: WYOMING VALLEY  
Management Plan Code: WYOMING VALLEY  
Management Plan Description: WYOMING VALLEY  
Management Plan Category: WYOMING VALLEY  
Management Plan Status: WYOMING VALLEY  
Management Plan Type: WYOMING VALLEY

#### WYOMING CATEGORY

YES

Order No.	Area	Quantity	Unit	Notes
1	173.00	10000	Acres	
2	1.00	10000	Acres	
3	1.00	10000	Acres	

#### Inventory

WYOMING VALLEY  
WYOMING VALLEY  
WYOMING VALLEY

#### 1. WYOMING VALLEY

#### 2. WYOMING VALLEY

#### 3. WYOMING VALLEY

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EE BC KEC



Lincoln County

006-251-09

006-291-26

012-050-07

006-401-02

006-401-03

012-050-04

012-050-05

