



After recording please return to: )  
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 Name: Paul Donohue )  
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 Address: PO Box 291 )  
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 City, State, Zip: Pioche, NV 89043 )  
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 )  
 Phone: )  
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 Assessor's )  
 )  
 )  
 Parcel Number 001-048-01 )

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**DEED OF TRUST**

This Deed of Trust (the "Deed of Trust") sets out the terms and conditions upon which Combined Metals Reduction Company (the "Settlor") settles that property set out in Schedule A (the "Property") upon Paul Donohue (the "Trustee"), being an individual in the state of Nevada (together, the "Parties") establishing a trust.

WHEREAS, the Settlor is the owner of the Property Set in Schedule A.

WHEREAS, the Settlor wishes to settle on the Trustee that Property set out in Schedule A for the benefit of those beneficiaries set out in Schedule B.

WHEREAS, the Trustee for his part is willing to accept the Property set out in Schedule A on trust for the beneficiaries set out in Schedule B and to hold the Trust Fund for their benefit.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **DEFINITIONS** In this Deed of Trust the following terms shall be defined:

1.1 "Trust" shall mean the trust created by the Deed of Trust and name in clause 3.

1.2 "Property" shall mean that property set out in Schedule A.

1.3 "Trust Fund" shall mean that Property set out in Schedule A as well as any and all additional settlements which may be made from time to time as well as any and all additional settlements which may be made from time to time as well as any and all income of any sort whatsoever earned by or as a results of the trust Property and any additional settlements.

1.4 "Beneficiary", "Beneficiaries" shall both mean those persons listed in Schedule B as Beneficiaries of the Trust as well as any personal subsequently nominate as Beneficiaries by the Trustee pursuant to those powers set out in Clause 7.

1.5 Unless it is evidence from the context having regards to the generality of this Deed of Trust that a clause intends to mean otherwise: words denoted in the singular shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

1.6 The heading names in the Deed of Trust are provided as reference only and do not form part of the Deed of Trust.

1.7 The terms of this Deed of Trust shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or effect in the execution of this Deed of Trust.



**2. TRANSFER OF PROPERTY** The Settlor hereby conveys, transfers, and assigns the Property to the Trustee to be held in trust on such terms as are set out in this Deed of Trust. The Trustee hereby acknowledge receipt of the Property and consents to the terms of the Deed of Trust and admits and acknowledges that they are holding the Property in trust on the terms set out in this Deed of Trust. The Trustee is also expressly authorized to receive further property in the future from the Settlor or from any other person and to add this new property to the Trust Fund.

**3. TRUST NAME** This Trust shall be known as the Pioche Floral Millsite Trust

**4. PROPER LAW** This Trust is established under the laws of Nevada and the Trustee shall have the power to change the proper law by written declaration.

**5. INCOME, CAPITAL, APPOINTMENT AND ADVANCEMENT** The Trustee stands possessed of the Trust Fund for the exclusive benefit of the Beneficiaries. The Trustee shall pay such amounts of income and capital to one or more Beneficiaries from time to time as they shall in their absolute discretion see fit. The Trustee may at their absolute discretion:

5.1 pay or apply the entire income or capital of the Trust Fund to the benefit or the maintenance of one or more of the Beneficiaries.

5.2 pay or apply part of the income or capital of the Trust fund to the benefit or the maintenance of one or more of the Beneficiaries.

5.3 settle the whole or any part of the Trust Fund on trust for one or more of the Beneficiaries.

5.4 transfer the whole or any part of the Trust Fund to another Trust for the benefit or fall or some of the Beneficiaries regardless that this other trust may also have other beneficiaries who are not Beneficiaries under this Trust.

5.5 make payment of any and all tax liabilities including but not limited to the payment of estate or death duties, transfer taxes, capital taxes from the Trust Fund.

5.6 make payment of any and all other legitimate expenses of the Trust from the Trust Fund.

5.7 at the direction of a Beneficiary give consideration to making a distribution to charity.

Provide always that any distribution from the Trust will be made only after the Beneficiary due to receive the distribution has confirmed in writing that he is not under attack from creditors and nor does he have any unsettled claims or pending claims from any court nor is he an undischarged bankruptcy nor is he undergoing bankruptcy proceedings.

**6. DISTRIBUTION TO MINORS** The Trustee may make distribution to Beneficiaries who are minors in the following ways: either a) payment to those minors directly, or, b) payment to their parents or guardians. The Trustee shall have absolute discretion over which manner to choose and either manner shall be a valid discharge of their powers.

**7. POWER TO ADD BENEFICIARIES** The Trustee shall have the power at any time and at their discretion to appoint additional beneficiaries by written declaration.

**8. DELEGATION OF POWER** The Trustee shall have the power to delegate the administration of the Trust to any third-party which he in his absolute discretion shall see fit provided always that Trustee remains responsible for the actions of any party to whom he has delegated authority.



9. **CHANGE OF TRUSTEES** It is agreed that if the Trustee becomes unable or unwilling to act as Trustee of the Trust he or his lawful representative (or liquidator in the case of a company) may appoint a new Trustee to be Trustee of the Trust provided this new trustee shall accept this appointment.

10. **APPOINTMENT OF ADDITIONAL TRUSTEES** It is agreed that if the Trustee sees fit he may appoint an additional Trustee to Trustee of the Trust.

11. **TRUSTEES REMUNERATION** The Trustee shall have power to reimburse themselves from the Trust Fund for all fair and reasonable expenses involved in the creation and administration of the Trust and shall be entitled to charge fair professional fees for their service to the Trust.

12. **IRREVOCABILITY AND DURATION** The Settlor hereby expressly declares that this Trust is irrevocable and shall have effect until either the Trust Fund is exhausted or until the elapsing of the maximum perpetuity period permitted by law whichever is the sooner.

13. **CHANGES TO DEED OF TRUST** The Trustee may at their discretion and by written declaration make changes to the terms of the Deed of Trust.

14. **SEVERANCE** The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of this Deed of Trust.

15. **POWER TO MAKE REALTY AVAILABLE FOR THE USE OF BENEFICIARIES** Where the Trust owns realty the Trustee shall have the power to make said realty available for the use of one or more of the Beneficiaries.

16. **POWER TO TAKE ADVICE** The Trustee shall have the power to take legal and financial advice and counsel on behalf of the Trust and have the power to pay for said advice from the Trust Fund.

17. **POWER TO REACH COMPROMISES** The Trustee shall have the power to reach agreement and effect compromises for any reason including but not limited to the settlement of debts and the balancing of competing interests between creditors and between beneficiaries.

18. **NOTICES** Any notice served under this Deed of Trust shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his last address for service. All notices shall be served in English.

WITNESS this 28<sup>th</sup> day of March, 2016.

L. J. Atkinson  
Signature of Settlor  
Lawrence Atkinson  
Combined Metals Reduction Company

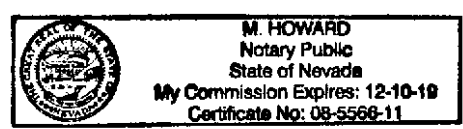
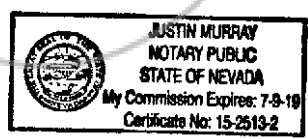
A. Paul Donohue 4/5/16  
Signature of Trustee  
Paul Donohue

STATE OF NEVADA )  
COUNTY OF Washoe )  
This instrument was acknowledged before me on  
this 28<sup>th</sup> day of March, 2016 by

STATE OF NEVADA )  
COUNTY OF LINCOLN )  
This instrument was acknowledged before me on  
this 5<sup>th</sup> day of April, 2016 by

Lawrence Atkinson  
Justin Murray  
NOTARY PUBLIC

A. Paul Donohue  
Justin Murray  
NOTARY PUBLIC





**SCHEDULE A**

All that certain real property situated in the County of Lincoln, State of Nevada, described as follows:

That portion of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 22, Township 1 North, Range 67 East, M.D.B. & M., more particularly described as follows:

**“The Floral Millsite”**

Commencing at a post marked Northeast Corner of Millsite, which bears South 01°44'45" West, 171 feet from the Northeast corner of said Section 22, Township 1 North, Range 67 East, M.D.B. & M.;  
Thence continuing South (S01°44'45" W), 760 feet to a post marked Southeast Corner of Millsite;  
Thence West (N88°15'15" W), 485 feet to a post marked Southwest Corner of Millsite;  
Thence North (N0°44'45" E), 546 feet to a post marked Northwest Corner of Millsite;  
Thence North (N69°27'04" E), 530.55 feet to the place of beginning.

The above legal description is a metes and bounds description and was obtained from a Deed recorded April 29, 1876 in Book of N of Real Estate Deeds, page 454, and that certain Record of Survey recorded May 6, 1980 in Book A of Plats, page 156 as file No. 68465, Lincoln County, Nevada records.

**SCHEDULE B**

Paul and Marika Coroneos  
PO Box 606  
Pioche, NV 89043

Nancy Escobedo Family Trust  
C/O Nancy Escobedo  
265 North 200 West  
Salt Lake City, UT 84103

Anthony Paul and Shonna Donohue  
PO Box 291  
Pioche, NV 89043

Caroline and Robert Haygood  
7221 N Jones Blvd  
Las Vegas NV 89131

Raymond L. Thurston, et al.  
C/O Raymond L. Thurston  
1420 San Felipe Dr  
Boulder City, NV 89005

Donald Shaw  
419 Walnut St  
Petaluma, CA 94952

John J. and Betty Tighe  
3350 N Sisk  
Las Vegas, NV 89108

Jason M. Pitts  
PO Box 313  
Pioche, NV 89043

James and Jannie Mathis  
Trustees  
7560 Schuster St.  
Las Vegas, NV 89139

The Estate of Mabel Irene Coleman  
C/O Lee A. Drizin, Esq.  
2460 Professional Court Ste 110  
Las Vegas, NV 89128

Arlene Joyce  
752 Norvell Street  
El Cerrito, CA 94530

Lee Jay Coleman (Deceased)  
Estate of Jay Coleman  
C/O Arlene Joyce  
752 Norvell Street  
El Cerrito, CA 94530

Irene B. Hughes  
1322 SW Benish  
Tigard, OR 97223

Marshall S. Ashcraft  
C/O Sozo Youth Sanctuary  
2841 Valley View Dr.  
Grand Junction, CO 81503

Elaine Coroneos  
513 Buchanan Ave.  
Henderson, NV 89015

Recording requested By  
PIOCHE FLORAL MILLSITE TRUST

Lincoln County - NV  
Leslie Boucher - Recorder

Page 1 of 1 Fee: \$18.00  
Recorded By: AE RPTT: \$146.25  
Book- 302 Page- 0033

STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a) 001-048-01
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

2. Type of Property:

- a)  Vacant Land
- b)  Single Fam. Res.
- c)  Condo/Twnhse
- d)  2-4 Plex
- e)  Apt. Bldg
- f)  Comm'l/Ind'l
- g)  Agricultural
- h)  Mobile Home
- Other \_\_\_\_\_

FOR RECORDER'S OPTIONAL USE ONLY

Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ 37,274.<sup>00</sup>  
Transfer Tax Value: \$ \_\_\_\_\_  
Real Property Transfer Tax Due \$ 146.25

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

Signature A. Paul Donohue Capacity Trustee

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: Combine Metals Reduction Company  
Address: 1508 Gentry way  
City: Reno  
State: NV Zip: 89502

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: Pioche Floral Millsite Trust  
Address: Fr. Paul Donohue Trustee  
City: P.O. Box 29 / Pioche /  
State: NV Zip: 89043

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: \_\_\_\_\_ Escrow #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_