

LINCOLN COUNTY, NV

**2022-163402**

\$37.00

Rec:\$37.00

11/01/2022 04:23 PM

MESQUITE TITLE COMPANY

Pgs=15 AK

**OFFICIAL RECORD**

**AMY ELMER, RECORDER**

A.P.N.: **012-170-10**

See Exhibit "B" for remainder

MAIL DOCUMENT & TAX STATEMENT TO:

Hillcrest Bank, a division of NBH Bank

Attn.: Ag. Dept

99 N. Main Street

Spanish Fork, UT 84660

19981

**PARI PASSU AGREEMENT**

(document title)

## **PARI PASSU AGREEMENT**

THIS AGREEMENT entered into this 28th day of October, 2022 by and between Hillcrest Bank, a Division of NBH Bank (hereinafter "Hillcrest Bank"), whose address is 1111 Main St, Suite 2700, Kansas City, MO 64105, and Hillcrest Bank, a division of NBH Bank (hereinafter "Hillcrest Bank/FSA"), whose address is 1111 Main St, Suite 2700, Kansas City, MO 64105 (Hillcrest Bank and Hillcrest Bank/FSA sometimes referred to individually or collectively as "Lender"). Note that FSA is an acronym for Farm Service Agency.

### **WITNESSETH:**

WHEREAS, Mathews Farms/Shane Robert Mathews ("Borrower") has farmland located in Lincoln County, Nevada particularly described in Exhibit "A" ("Property") attached hereto and made a part hereof by this reference.

WHEREAS, said refinance of the Property is being funded by loans as follows:

1. A Hillcrest Bank, a division of NBH Bank loan ("Hillcrest Bank") from Hillcrest Bank, a division of NBH Bank to Borrower in the original principal amount of Two Million Two Hundred Thirty Two Thousand, Nine Hundred and Seventy Six and No/100 Dollars (\$2,232,976). Secured by a first lien on the Property, and improvements (the "Hillcrest Bank Collateral");
2. An FSA loan ("Hillcrest Bank/FSA Loan") from Hillcrest Bank/FSA to the Borrower in the original principal amount of Two Million Thirty-Seven Thousand and no/100 Dollars (\$2,037,000.00) secured by a first lien position on the Property and improvements (the "FSA Collateral");

WHEREAS, each note to Hillcrest Bank and Hillcrest Bank/FSA is pari passu with the other and as security for their respective loans, Hillcrest Bank and Hillcrest Bank/FSA have each agreed to accept separate and proportionally co-equal liens on the Property and the Improvements (collectively the "Collateral"), subject to the terms and conditions set forth below, and;

WHEREAS, Hillcrest Bank and Hillcrest Bank/FSA desire to set forth herein the terms applicable to their interests in the Collateral including a method of handling Owner and/or Borrower's default on the lien instruments or notes, foreclosure of the liens and liquidation of the Collateral.

NOW THEREFORE, IT IS AGREED BY THE LENDERS AS FOLLOWS:

1. Subject to the terms of the Conditional Commitment and that certain Loan Agreement, Hillcrest Bank shall lend Borrower the sum of Two Million Two Hundred Thirty Two Thousand, Nine Hundred and Seventy Six and No/100 Dollars (\$2,232,976) (7.00%)
2. Subject to the terms of the Conditional Commitments set forth by FSA ("Loan Conditional Commitment") dated October 26, 2022 and being FSA Loan Number 33-009-614258998, Hillcrest Bank/FSA shall lend Borrower the sum of Two Million Thirty-Seven Thousand and no/100 Dollars (\$2,037,000.00) Ninety percent (90%) of which is guaranteed by FSA, to be evidenced by Borrower's Note therefore with interest thereon at an initial per annum rate of (7.00%).

3. The Hillcrest Bank loan includes a cross default provision with respect to the Hillcrest Bank/FSA loan. The Hillcrest Bank/FSA loan includes a cross default provision with respect to the Hillcrest Bank loan.
4. Each Lender agrees to give the other written notice of default within 30 days of default on its loan.
5. Each Lender represents to the other that its note or loan documents DO NOT include the following:
  - a. A provision to allow future advances except advances made for the reasonable costs of collection, maintenance, and protection of Lender's shared lien.
  - b. A provision that permits the loan to be cross-collateralized with other non-FSA financing provided by the lender to Borrower.
  - c. A provision that permits either Lender to make demand on the loan for reasons other than default.
6. In the event that the Borrower defaults with respect to its obligations to either Hillcrest Bank or Hillcrest Bank/FSA, Hillcrest Bank/FSA, after sixty (60) days written notice to Hillcrest Bank, shall be entitled to assume responsibility for enforcement of the rights and privileges of the Hillcrest Bank/FSA and Hillcrest Bank under the terms of the promissory notes, mortgages, security agreement or other instruments between the parties or under applicable law, including a judicial or non-judicial foreclosure action or the appointment of a receiver. Any such action taken by Hillcrest Bank/FSA shall be in the joint name and for the joint benefit of Hillcrest Bank and Hillcrest Bank/FSA, and Hillcrest Bank authorizes Hillcrest Bank/FSA to take such action, but Hillcrest Bank/FSA shall be entitled to do so, upon giving prompt notice to Hillcrest Bank of any action taken in Hillcrest Bank's name. In so proceeding, Hillcrest Bank/FSA shall act in accordance with the manner in which it would exercise its business discretion as if such instruments were held for its sole benefits, and shall use reasonable prudence and judgment in exercising such remedies; provided, however, that Hillcrest Bank/FSA shall not be liable to Hillcrest Bank for any action taken or omitted to be taken in good faith or for the consequences of any oversight or error of judgment, but shall only be answerable for its gross negligence of willful misconduct, as the case may be. In the event Hillcrest Bank/FSA shall fail to promptly pursue such rights and remedies in its own name and on behalf of Hillcrest Bank, or should it otherwise decline to do so, then Hillcrest Bank shall be entitled to pursue such remedies in its name and that of Hillcrest Bank/FSA, and Hillcrest Bank/FSA authorizes Hillcrest Bank to so proceed in their name, in which event its rights and duties shall be as provided above with respect to Hillcrest Bank/FSA.

In the event the Property and/or the Business Assets are sold by non-judicial sale in accordance with the terms of this paragraph 7, then the Lender advertising and conducting the non-judicial foreclosure action shall determine the amount to be bid by the Lenders at the foreclosure sale, which bid, if the high bid at such sale, shall be the liability of the parties in the same proportion as they share in the distribution of the proceeds of the sale, as set forth hereinafter, and the parties shall acquire and hold title to such property jointly and in that same proportion; provided, however, that in the absence of the written agreement of Hillcrest Bank and Hillcrest Bank/FSA, the bid of the Lenders at such non-judicial foreclosure sale shall not exceed the principal balance and accrued interest of the loans which are the subject of this agreement at the time of the foreclosure.

In the event either Lender is entitled to initiate a judicial foreclosure proceeding, then the other Lender shall join as co-plaintiffs, and upon their failure to do so they shall be jointed as a party defendant.

Upon the sale or other disposition of the Property or the Business Assets which secures the indebtedness that is the subject of this agreement, each Lender shall receive, after the costs of liquidation and any advances have been paid, a pro rata fraction of net proceeds whereby the numerator is equal to the outstanding principal balance of its loan (as of the date of sale or disposition), together with accrued interest and attorneys' fees and the denominator of which is equal to the sum of the combined principal balances of the Hillcrest Bank loan and the Hillcrest Bank/FSA loan, together with accrued interest and attorneys' fees (the "Distribution Formula"). Cost of liquidation shall include actual and reasonable attorneys' fees of the Lender, appraisal costs, and all costs associated with the filing of any judicial or non-judicial foreclosure proceeding. Advances include monies that are reasonably necessary for the protection or maintenance of the collateral, required insurance coverage, or real estate taxes.

In the event of any voluntary or involuntary bankruptcy or other insolvency proceedings brought by or against Borrower, Hillcrest Bank and Hillcrest Bank/FSA agree that either party seeking relief from the automatic stay in bankruptcy or from such insolvency proceedings in authorized to request in its own name and the name of the other the granting such relief.

In the event the Lenders receive a deed to the Property in lieu of foreclosure, or the Lenders choose a judicial foreclosure proceeding, the remedies of the Lenders are the same as stated herein.

7. Neither Lender shall amend or modify its note or the Security Instruments without prior written consent of the other Lender, if the effect of such amendment or modification is to increase the amount of indebtedness secured.
8. The Lenders agree that notwithstanding any provision to the contrary in any note, mortgage or security agreement between the parties herein, a default by the Borrower under the provision of any such instrument to either Lender which is not cured within the time provided by such instrument, shall cause a default in the obligations of the Borrower to the other Lenders. Each Lender agrees to give the other Lenders notice of any default on its obligation at least sixty (60) days before any action is taken. Notice under this agreement shall be directed to the Lenders at their respective addresses above stated. Notwithstanding the foregoing, written notice shall be given by any Lender which has suffered a monetary default by the Borrower to the other Lender, within fifteen (15) days after the due date and written notice shall be given by any Lender which has suffered a non-monetary default by the Borrower to the other Lender, within thirty (30) days after such default.
9. Notwithstanding anything to the contrary contained in the Hillcrest Bank note or related documents and notwithstanding anything to the contrary contained in the Hillcrest Bank/FSA note or related documents, it is expressly agreed by the Lenders that all rights and authority of Hillcrest Bank and Hillcrest Bank/FSA to distribution and application of condemnation proceeds or insurance proceeds under the collateral documents be on a pro rata basis and in conformance with the Distribution Formula. Notwithstanding anything to the contrary contained in any of the aforementioned documents, it is expressly agreed between the Lenders

that the net proceeds of any insurance claim and/or sale or other disposition of the Collateral shall be applied first to defray the costs of liquidation and any advances, subject to paragraph 7 above. The net proceeds after deduction for advances shall be paid to the Lenders in accordance with FSA Requirements. Liquidation proceeds will be applied as follows:

- a. 52% of proceeds be applied to Hillcrest Bank note.
  - b. 48% of proceeds be applied to Hillcrest Bank/FSA note.
10. All notices, requests, demands or corrections provided for hereunder shall be mailed to the applicable Lender at its address indicated above or to such other address as shall be designated by such Lender in writing. All notices, requests, demands or corrections and other communications shall be effective when deposited in the mail if sent by certified mail, return receipt requested.
  11. Neither Hillcrest Bank nor Hillcrest Bank/FSA shall sell, pledge assign or otherwise transfer, in whole or in part, their rights or obligations under their respective lien instruments or note unless such purchaser acknowledges the existence of and acceptance of the terms and conditions of this Agreement and agrees to be bound thereto. Each Lender hereby acknowledges that the other Lender has the right to sell its guaranteed portion of its loan, to an investor in the secondary market. Each Lender agrees to notify the other of any transfer or assignment within thirty (30) days of the transfer or assignment.
  12. All Lenders agree that any other loan, financing or extension of credit from any one of the Lenders to the Borrower shall not be secured, in any way, by the Collateral defined herein, or be the cause of an event of default under either the Hillcrest Bank or Hillcrest Bank/FSA loans.
  13. This Agreement shall be binding upon and shall insure to the benefit of the Lenders, their successors and assigns. It is not intended that the Borrowers or any third party be entitled to take advantage of the failure of either of the Lenders to perform any term, covenant or condition of this Agreement.
  14. Each Lender makes no representations or warranties to the other, express or implied, with respect to the existing or future solvency or financial worth or responsibility of the Borrower.
  15. Each of the Lenders represents and warrants to the other Lenders that its decision to enter into this Agreement and to make its respective loan to the Borrower was made on the basis of its own credit judgment and that, in making such decision, it did not rely upon any representation by the other Lenders as to the credit worthiness or financial condition of the Borrower or financial worth of the Collateral.
  16. This Agreement shall be governed by the laws of the State of Nevada and the laws of the United States, unless there is a conflict with Federal law, in which case Federal law will govern, and may be amended or modified only by an agreement in writing signed by the Lenders.

17. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability with invalidating the remaining provisions hereof.
18. This Agreement may be executed in several counterparts, which taken together shall constitute the Agreement.
19. All court actions initiated by either party hereto shall be commenced in the appropriate Federal District Court unless otherwise agreed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered on the day and year first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

PARI PASSU AGREEMENT SIGNATURE PAGE

Borrower

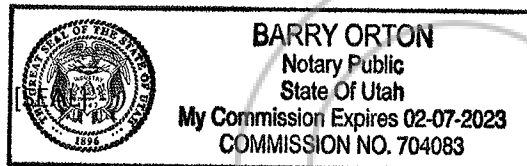
Shane Robert Mathews

By: Shane R Mathews  
Shane Robert Mathews

State of Utah  
County of Iron

Before me, BARRY ORTON on this day personally appeared SHANE R. MATHEWS known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the \_\_\_\_\_ of Hillcrest Bank, a division of ~~NBH Bank~~, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company. (b)

Given under my hand and seal of office this 29<sup>th</sup> day of October, 2018: 2022. (b)



Barry Orton  
Notary Public  
My commission Expires: Feb. 7, 2023

PARI PASSU AGREEMENT SIGNATURE PAGE

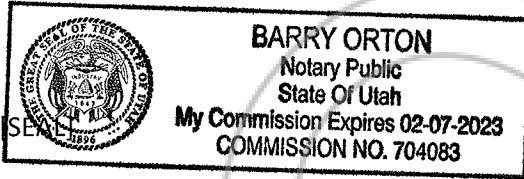
Borrower  
Mathews Farms

By: Shane R Mathews  
Shane Robert Mathews

State of Utah  
County of Iron

Before me, BARRY ORTON on this day personally appeared SHANE ROBERT MATHEWS known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the GENERAL PARTNER of ~~Hillcrest Bank, a division of MATHEWS~~ FARMS NBH Bank, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and seal of office this 29<sup>th</sup> day of October, 2022.



Barry Orton  
Notary Public  
My commission Expires: Feb. 7, 2023



PARI PASSU AGREEMENT SIGNATURE PAGE

Hillcrest Bank, a division of NBH Bank  
Hillcrest Bank, a division of NBH Bank

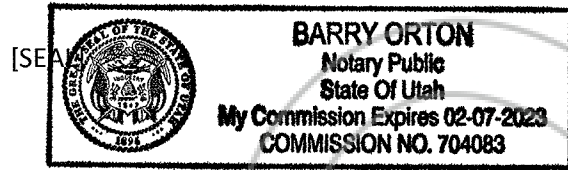
By: [Signature]  
Title: LOAN OFFICER

State of Utah  
County of Iron

Before me, BARRY ORTON on this day personally appeared KIP BOWLER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the LOAN OFFICER of Hillcrest Bank, a division of NBH Bank, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and seal of office this 29<sup>th</sup> day of October, 2022.

[Signature]  
Notary Public  
My commission Expires: Feb. 7, 2023



Hillcrest Bank, a division of NBH Bank/FSA  
Hillcrest Bank, a division of NBH Bank

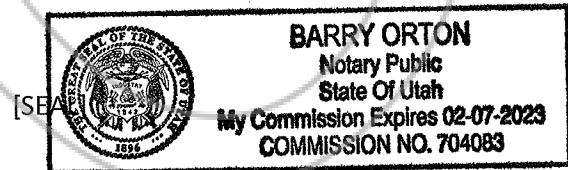
By: [Signature]  
Title: LOAN OFFICER

State of Utah  
County of Iron

Before me, BARRY ORTON on this day personally appeared KIP BOWLER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the LOAN OFFICER of Hillcrest Bank, a division of NBH Bank, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and seal of office this 29<sup>th</sup> day of October, 2022.

[Signature]  
Notary Public  
My commission Expires: Feb. 7, 2023



Escrow No: 19981

**EXHIBIT "A"**  
**Legal Description**

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

Parcel 1:

A parcel of land situated within the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section 8, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of said Section 8;

Thence West 20 feet;

Thence South 20 feet;

Thence East 20 feet;

Thence North 20 feet to the Point of Commencement.

Parcel 2:

The South Half of the Southeast Quarter of the Northwest Quarter (S1/2 of SE1/4 of NW1/4) of Section 8, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian.

EXCEPTING THEREFROM any portion lying within Nevada State Route 319 (Old Hwy 25) right-of-way.

TOGETHER WITH an easement and right-of-way, and incidentals thereto, for an underground irrigation pipeline as granted by Deed recorded July 9, 1971 in Book 2, Page 122 of Official Records.

Parcel 3:

The South Half of the Southwest Quarter of the Northeast Quarter (S1/2 of SW1/4 of NE1/4) of Section 8, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian.

EXCEPTING THEREFROM any portion lying within Nevada State Route 319 (Old Hwy 25) right-of-way.

TOGETHER WITH an easement and right-of-way, and incidentals thereto, for an underground irrigation pipeline as granted by Deed recorded July 9, 1971 in Book 2, Page 122 of Official Records.

Parcel 4:

The North Half of the Northwest Quarter of the Southeast Quarter (N1/2 of NW1/4 of SE1/4) of Section 8, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, (being identified as Assessor's Parcel No. 012-170-029) excepting therefrom the following three parcels;

EXCEPTING THEREFROM that certain parcel last conveyed by instrument recorded September 10, 2008 as Doc. No. 132583 in Book 244, Page 269 of Official Records, identified by Assessor's Parcel No. 012-170-34.

EXCEPTING THEREFROM all of Parcel One (1) as shown by parcel map recorded as Doc. No. 85081 in Book "B", Page 260 of Official Records, identified as Assessor's Parcel No. 012-170-27.

EXCEPTING THEREFROM a parcel of land situated within the North Half of the Northwest Quarter of the Southeast Quarter (N1/2 of NW1/4 of SE1/4) of Section 8, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, being identified as Assessor's Parcel No. 012-170-30, described as follows:

The South line of said parcel being in common with a portion of the North boundary line of that certain parcel last conveyed by instrument recorded September 10, 2008 as Doc. No. 132583 in Book 244, Page 269 of Official Records, identified by Assessor's Parcel No. 012-170-34, said South line being 1098 feet in length, more or less, running East - West;

The East boundary line of said parcel being in common with the West boundary line of Fractional Block 73 of the PANACA TOWN PLAT, recorded in Book "O", Page 583 of Official Records and identified as Assessor's Parcel No. 002-171-01, said East line being 426 feet in length, more or less, running North - South;

The North line of said parcel being parallel to and 426 feet North, more or less, from the South line of said parcel, being 1098 feet in length, more or less;

The West line of said parcel being parallel to and 1098 feet West, more or less, from the East line of said parcel, being 426 feet in length, more or less (being identified as Assessor's Parcel No. 012-170-30).

Parcel 5:

A parcel of land situated within the North Half of the Northwest Quarter of the Southeast Quarter (N1/2 of NW1/4 of SE1/4) of Section 8, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, being identified as Assessor's Parcel No. 012-170-30, described as follows:

The South line of said parcel being in common with a portion of the North boundary line of that certain parcel last conveyed by instrument recorded September 10, 2008 as Doc. No. 132583 in Book 244, Page 269 of Official Records, identified by Assessor's Parcel No. 012-170-34, said South line being 1098 feet in length, more or less, running East - West;

The East boundary line of said parcel being in common with the West boundary line of Fractional Block 73 of the PANACA TOWN PLAT, recorded in Book "O", Page 583 of Official Records and identified as Assessor's Parcel No. 002-171-01, said East line being 426 feet in length, more or less, running North - South;

The North line of said parcel being parallel to and 426 feet North, more or less, from the South line of said parcel, being 1098 feet in length, more or less;

The West line of said parcel being parallel to and 1098 feet West, more or less, from the East line of said parcel, being 426 feet in length, more or less (being identified as Assessor's Parcel No. 012-170-30).

Parcel 6:

All of Fractional Block 68 as shown by the PANACA TOWN PLAT, recorded in Book "O", Page 583 of Official Records.

Parcel 7:

All of Fractional Block 69 as shown by the PANACA TOWN PLAT, recorded in Book "O", Page 583 of Official Records.

Parcel 8:

All of Fractional Block 70 as shown by the PANACA TOWN PLAT, recorded in Book "O", Page 583 of Official Records.

Parcel 9:

All of Fractional Block 73 as shown by the PANACA TOWN PLAT, recorded in Book "O", Page 583 of Official Records.

Parcel 10:

A parcel of land located within the Southwest Quarter of the Southwest Quarter (SW4 of SW4) of Section 5 and the Northwest Quarter of the Northwest Quarter (NW4 of NW4) of Section 8 in Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, described as follows:

BEGINNING at a point on the East right-of-way of US Highway 93 from which the Southwest corner of said Section 5 bears S 88°07'04" W 375.39 feet to the Point of Beginning;

Thence North 02°52'26" East 492.05 feet to a rebar & cap stamped RE Fonger PLS 4235;

Thence South 87°01'12" East 133.11 feet;

Thence North 03°00'49" East 821.67 feet from which a reference monument bears N 02°58'22" E 20.00 feet;

Thence South 89°58'24" East 739.44 feet to the SW1/16th corner of said Section 5;

Thence South 0°18'20" East 1317.70 feet to the W1/16th corner of said Sections 5 & 8;

Thence South 0°06'26" East 844.06 feet to a fence;

Thence South 15°52'04" West 90.04 feet along said fence to a fence angle point;  
Thence South 24°55'13" West 422.37 feet to the 1/16th line;  
Thence North 89°54'18" West 815.24 feet to the US Highway 93 right-of-way;  
Thence North 02°58'19" East 1314.70 feet along said right-of-way;  
Thence North 03°45'13" East 12.44 feet to the Point of Beginning.

Parcel 11:

A parcel of land located within the Southeast Quarter of the Southwest Quarter of Section 5, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, described as follows:

BEGINNING at the W1/16th corner of Sections 5 & 8, from which the Southwest corner of said Section 5 bears S 89°58'19" East 1322.46 feet;  
Thence North 0°18'20" West 1317.70 feet to the NW1/16th corner;  
South 89°58'24" East 864.45 feet to the railroad right-of-way;  
Thence South 24°58'37" East 1453.30 feet along said right-of-way to the Section line common to Sections 5 & 8;  
Thence North 89°58'19" West 243.76 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to Panaca Farmstead Water Association by Deed recorded August 30, 1995 as Doc. No. 103935 of Official Records.

Parcel 12:

In the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 and the NE1/4 of the SE1/4 and the SW1/4 of the NE1/4 of Section 5, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, described as follows:

BEGINNING at the Southwest corner of the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) from which the Southwest corner of said Section 5 bears South 63°27'16" West 2945.56 feet;  
Thence North 0°25'47" West 379.72 feet to the abandoned U.P. Railroad right-of-way;  
Thence North 24°58'37" East 1034.54 feet along said right-of-way;  
Thence South 89°58'26" East 137.00 feet;  
Thence South 01°36'49" East 2127.57 feet;  
Thence South 89°40'35" West 505.00 feet to the N-S Center Section line of Section 5;  
Thence North 0°25'47" West 812.17 feet to the Point of Beginning.

ALSO:

BEGINNING at a point from which the Southwest corner of said Section 5 bears S 80°50'37" W 3186.76 feet;  
Thence North 01°36'49" East 2127.57 feet to the E-W Center Section line of said Section 5;  
Thence South 89°58'26" East 866.27 feet to a boundary fence;  
Thence South 07°35'06" West 2141.44 feet along said fence;  
Thence South 89°40'35" West 643.52 feet to the Point of Beginning.

ALSO:

BEGINNING at a point on the East right-of-way of the abandoned U.P. Railroad and the E-W Center Section line of said Section 5;  
Thence North 24°58'37" East 1451.58 feet to the North 1/16th Section line;  
Thence North 89°57'56" East 105.50 feet;  
Thence South 0°32'44" East 1316.27 feet;  
Thence North 89°58'26" West 705.90 feet to the Point of Beginning.

Parcel 13:

In the NW1/4 of the NE1/4 of Section 8, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada described as follows:

BEGINNING at the North Quarter corner of said Section 8, from which the Northwest corner of said Section 8 bears N 89°58'19" West 2644.92 feet;  
Thence South 89°58'19" East 1322.46 feet;  
Thence South 0°04'24" East 1317.15 feet;  
Thence South 89°54'15" West 1323.11 feet to the Center North 1/16th corner;  
Thence North 0°02'43" West 1315.59 to the Point of Beginning.

Parcel 14:

In the NE1/4 of the NW1/4 of Section 8, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, described as follows:

BEGINNING at the 1/16th corner between Section 5 & 8, from which the Northwest corner of said Section 8 bears N 89°58'19" W 1322.46 feet;  
Thence South 89°58'29" East 246.80 feet along said Section line to a fence;  
Thence South 19°11'44" West 84.21 feet along said fence;  
Thence South 15°54'00" West 421.75 feet along said fence;  
Thence South 15°53'05" West 373.01 feet along said fence to the W1/16th line;  
Thence North 0°06'26" West 844.06 feet along said W1/16th line to the Point of Beginning.

ALSO:

BEGINNING at a point on the U.P. Railroad right-of-way from which the Northwest corner of said Section 8 bears N 82°35'38" W 1752.05 feet;  
Thence South 89°58'19" East 246.53 feet;  
Thence South 0°04'40" East 989.83 feet;  
Thence North 89°54'19" West 277.20 feet;  
Thence North 0°05'33" West 923.16 feet to said railroad right-of-way;  
Thence North 24°55'13" East 73.14 feet along said right-of-way to the Point of Beginning.

Parcel 15:

All that portion of the East Half of the Northeast Quarter of the Northwest Quarter (E1/2 of NE1/4 of NW1/4) of Section 8 Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, being part of Patent No. 5942, lying North of the State Highway No. 25 right-of-way and East of the County road to Panaca Station Grounds, Patent No. 4639.

ALSO:

All that portion of the North Half of the Southeast Quarter of the Northwest Quarter (N1/2 of SE1/4 of NW1/4) of Section 8 Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, lying North of the State Highway No. 25 right-of-way and East of the County road to Panaca Station Grounds.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other minerals reserved by the State of Nevada in Patent recorded July 23, 1945 in Book G-1, Page 197 of Official Records.

Parcel 16:

The East Half of the Northeast Quarter (E1/2 of NE1/4) of Section 25, Township 2 South, Range 67 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada.

EXCEPTING THEREFROM that portion conveyed for railroad right-of-way;

ALSO EXCEPTING THEREFROM that portion lying Northwesterly of the railroad right-of-way;

FURTHER EXCEPTING THEREFROM that portion conveyed by Deed recorded September 19, 1979 as Doc. No. 65792 of Official Records.

Parcel 17:

The Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of Section 19, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada.

ALSO:

The West Half of the Northwest Quarter (W1/2 of NW1/4) and the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) of Section 30, Township 2 South, Range 68 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada.

Parcel 18:

Parcel Two (2) shown by parcel map for Kenneth D. & Norma D. Lee, recorded May 22, 2000 as Doc. No. 114548, filed in Book B of Maps, Page 307 & 307 in the office of the County Recorder, Lincoln County, Nevada.

Parcel 19:

Parcel Two (2) shown by parcel map for N. Peter Horlacher recorded May 9, 2017 as Doc. No. 151739, filed in Book D of Maps, Page 232 in the office of the County Recorder, Lincoln County, Nevada.

Parcel 20:

Parcels Five, Six and Seven (5, 6 & 7) shown by parcel map for Lester C. & Lorene W. Mathews, recorded February 22, 1988 as Doc. No. 88303, filed in Book A of Maps, Page 284 in the office of the County Recorder, Lincoln County, Nevada.

Order No. 19981

**EXHIBIT "B"**  
**REMAINING ASSESSOR'S PARCEL NUMBERS**

012-170-20, 012-170-19, 012-170-29, 012-170-30, 002-041-01, 002-051-01, 002-081-01, 002-171-01, 012-110-36 & 012-170-53, 012-110-31, 012-110-29, 012-170-16; 012-170-17, 012-170-13, 012-170-39, 012-220-07, 012-210-13, 012-040-20, 012-110-46, 012-110-33; -34 & -35

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