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DOC # 0724908
06/12/2008 01:18 PM Deputy: SD
OFFICIAL RECORD
Requested By:
SILVER SAGE LAND & CATTLE CO

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 28 Fee: 41.00
BK-0608 PG- 2954 RPTT: 0.00



Contract and Declaration of a Trust

✓ Silver Sage Land and Cattle Co.
610 Gold St. SW – Suite 111
Albuquerque, New Mexico 87102

APN# _____

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Contract and Declaration of a Trust

Recording requested by:

WILLIAM M. TURNER

505-843-7643

Return to:

Name WILLIAM M. TURNER

Address 610 GOLD AVE, SW - SUITE 111

City/State/Zip ALBUQUERQUE, NEW MEXICO, 87102

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

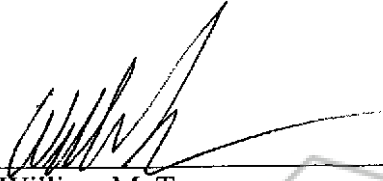
This cover page must be typed or printed clearly in black ink only.

CS12/03



AFFIRMATION STATEMENT

I, William M. Turner, affirm and acknowledge that I am submitting a document with a Social Security Number on it.


William M. Turner
5/16/08
Date

COPY

DECLARATION OF REVOCABLE TRUST

**THIS TRUST INDENTURE IS EXECUTED
IN THE UNITED STATES OF AMERICA AND SHALL BE INTERPRETED AND
CONSTRUED UNDER THE LAW OF THE
UNITED STATES OF AMERICA**

**THIS TRUST
AUTHORIZES ITS TRUSTEE(S) TO OPERATE UNDER THE NAME OF**

SILVER SAGE LAND AND CATTLE TRUST

CERTIFICATION

I, a Notary Public, hereby swear, certify
and affirm that the document to which **this**
stamp is affixed is a true and correct **copy of**
the original thereof.

Dorian K. Romero

(SEAL)



OFFICIAL SEAL
DORIAN K. ROMERO
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: 10/24/2011



ARTICLE I

CREATION

The Creator hereby offers to bargain or exchange, in trade, One Dollar and Trust Certificates for the real and/or personal property of the Settlor.

The Settlor, George Reed, a widowed man dealing in his sole property being of sound mind and acting of his own free will does, for One Dollar and other considerations of Trust Certificate Units, the receipt of which is hereby acknowledged, assign, convey, exchange, quitclaim, and deliver unto the Creator, who holds in Trust pursuant to the terms of this Trust Indenture, certain real and/or personal property owned by the Settlor. The Settlor swears and affirms that he is the lawful owner of the property in fee with full powers of alienation. The Settlor guarantees and warrants fee simple legal and equitable title and agrees to forever warrant and defend the property against every person or persons whomsoever lawfully claiming same, or any part thereof which would interfere with and impair the quiet enjoyment of the property.

ARTICLE II

INTENT

The purport of this instrument is to convey certain real and personal property to Trustee(s) to constitute a Trust for the benefit of the *cestui que trust* Certificate Holder(s) held in fee simple by the Trustee(s), in Trust and in joint tenancy for the duration hereof, and to provide for a sane and economical administration by Trustee(s) acting in a fiduciary capacity, to begin at once and that the Trustee(s) act solely within their common-law rights and immunities. The administration of this Trust shall be amenable to judicial regulation on occasion arising and under the paternalism and protection of Courts of Equity. Citations applicable and various rulings pertaining to Trusts may be found.

The trust terminology used in this Trust Indenture and supporting documents is used solely for clarification and common usage for trusts under the common-law of trusts; and it shall not be interpreted that this Trust Indenture and/or supporting documents are in any way a Trust as established by any statute, but a common-law Trust and all interpretations thereof shall be that established under the common law of the United States of America.

ARTICLE III

NON-DISCRIMINATION POLICY

The Trustee(s) shall not discriminate against any person of public or private law on any basis whatsoever including but not necessarily limited to race, color, age, sex, sexual orientations, religion, national or ethnic origin, and personal and political philosophy belief.

ARTICLE IV

NAME

The Trust shall be known as the Silver Sage Land and Cattle Trust, hereinafter called the Trust

ARTICLE V

SITUS

The Trust created is created under the common law of the United States of America. The Trust name and other things of value to constitute a Trust having its principal place of domicile in the City of Fallon, County of Churchill, State of Nevada, United States of America. Legal *situs* and domicile may be changed at the discretion of the Trustee(s) by resolution duly passed and entered into the Minutes of the Trust. Other offices may be established and maintained at such places as the Trustee(s) may designate.

ARTICLE VI

TERM

This Trust shall continue for a period of twenty-five (25) years from date of creation, unless the Trustee(s) shall unanimously determine an earlier date. The Trustee(s) may at their discretion, because of threatened depreciation in values, or other good and sufficient reason, liquidate the assets, distribute and close the Trust at an earlier date to be determined by them. On the termination of the Trust, the Trust assets shall be proportionately, and in a pro-rata manner, distributed to the Certificate Holder(s) as may appear in the Register of Trust Certificate Owners. In the event this Trust Indenture has been recorded with the Recorder of Deeds, they shall then file with said Recorder of Deeds a notice that the Trust shall cease and determine; and, thereupon, the Trustee(s) shall automatically be further discharged thereunder.

At any time before any expiration of this Trust Contract, the then Trustee(s), if they so desire and believe that said Trust should not be terminated, may renew this Trust Contract for a like or shorter period. A resolution of said renewal shall be entered in the Minutes of the Trust.

ARTICLE VII

BOARD OF TRUSTEES

The Creator hereby constitutes and appoints the first Trustee to be, in fact, a Trustee of the Trust hereby created and established. The first Trustee may appoint additional Trustees at his/her sole discretion. A Board of more than one Trustee is not required. The property will be

immediately assigned, conveyed, and delivered unto said Trustees, in Trust Irrevocable, who act as absolute owners and hold title in fee simple and control, conserve, preserve, and manage, as joint tenants and to collectively act by virtue of this Trust Indenture as a Board of Trustees. certain assets including but not limited to contracts, equities, patents, copyrights, royalties, and other assets but in no manner to engage in business activities.

Trustees shall be not less than one in number and may be increased for practical reasons beneficial to the Trust. The Trustees herein mentioned by name, or their successors elected to fill vacancies, shall hold office, have and exercise collectively the exclusive management and control of the Trust's property and affairs without any consent of Certificate Holder(s).

Provided, however, that a Trustee may resign or be removed from office by a resolution of the Board of Trustees, unanimously concurred in, whenever, in their said opinion Trustee shall have been guilty of fraud, malfeasance in office, or for cause, by the mandate of a court of competent jurisdiction; and

Provided further, that in the event of death, removal from office or resignation, the Trustee(s) may appoint or elect a successor by the concurrence of the remaining Trustee(s). No Trustee shall resign, when he/she is the last remaining Trustee, until after the affairs of the Trust are terminated according to the terms of this Trust Indenture or unless a successor Trustee be first named. Should an entire Board of Trustees become vacant, a court of competent jurisdiction shall appoint one Trustee who shall liquidate, dissolve, and terminate the Trust under the terms of this governing Trust Indenture. The signing and acknowledgment of this Trust Indenture by such Trustee(s), elected or appointed, shall constitute their acceptance of this Trust; and the Trust property and assets shall convey in fee simple without any further act or conveyance.

The named Trustee(s) for themselves and their successors in Trust Irrevocable do hereby accept the conveyance and hereby acknowledge delivery of all the property specified together with all the terms of the Trust herein set forth, agreeing to exercise their best judgement and discretion in accordance with this Trust Indenture and the Minutes of the Trust, making distribution of portions of the proceeds and income in accordance with this Trust Indenture and the Minutes of the Trust, and, upon final liquidation, distributing the assets as herein required; and in all other respects administering said Trust in good faith strictly in conformity hereto.

The terms "Trustee(s)" and "Board of Trustees" are identical and shall be read synonymously wherever they occur, whether in this Trust Indenture; or in any other instruments of the Trust.

ARTICLE VIII

MEETINGS

By a regular act of the Trustee(s), they may provide for meetings at stated intervals without notice and special meetings may be called at any time by one or more Trustees upon

three days' written notice. If there be only one trustee, no written notice is required. At any meeting of the Trustee(s), a majority of the Trustees shall constitute a quorum for conducting business, provided, affirmative action may only be had upon a majority vote of the Trustees, whether present or absent, except that at special meetings called for a special purpose the majority present may affirmatively act in emergency matters.

ARTICLE IX

POWERS

The powers of the Trustee(s) shall be construed as general *sui juris* powers of any legal person of public or private law to do anything any person may do in any state or country in which this Trust holds legal domicile. They shall, but not be limited to, conserve and manage the property and the Trust *res* for the benefit of this Trust such as, viz.: buy, sell, or lease land for surface; buy, sell or lease oil, gas, or other mineral or water rights; buy or sell mortgages, securities, bonds, notes, leases of all kinds, contracts or credits of any form, intellectual property, funds derived from any source for charity, religion, education, research, accumulating or other purposes whether for immediate or future application to be managed by specified Trustee(s) or others as designated by the Minutes of the Trust; buy, sell, lease, or rent any type of corporeal or incorporeal real estate, improved or unimproved; raise or borrow money either alone or jointly with others from any legal person of public or private law at such rate of interest (if any) for any project or any purpose whatsoever deemed by the Trustee(s) to be beneficial to the Trust, pledging the Trust property for payment thereof upon or subject to such terms or conditions and upon the security of the Trust or any part thereof or of the personal covenant, agreement or undertaking of the Trustee(s) in such manner in all respects as the Trustee(s) shall in their absolute discretion think fit and to sign and execute any mortgage charge agreement, promissory note or other deed instrument in connection therewith; hypothecate assets, property, or both; own stock in, or entire charters of corporations, or other properties, companies, partnerships, or associations as they may be advantageous all in an effort to conserve, preserve, and manage the assets of this Trust.

Anyone lending or paying money to the Board of Trustees shall not be obliged to see the application thereof. All funds paid into the treasury are and become a part of the corpus of the Trust.

The Trust shall not have authority to enter into commercial business transactions; but it shall have the authority to seek loans and funding secured by assets or income of the Trust. Provided, however, that no loan agreements for the borrowing of money or the incurring of any other indebtedness may be made without the concurrence and approval of a quorum of the Trustee(s) present personally.

The Trustee(s) shall regard this instrument as their sufficient guide, supplemented from time to time by resolutions of their Board covering contingencies as they arise and recorded in the minutes of their meetings or by rules or regulations, or deemed expedient and consistent with the orderly conduct of business.

The Trustee(s) shall have the exclusive power to construe the meaning and intent of this Trust Indenture. The Trustee's(s') construction will be the same as the intentions of all parties at interest as expressed throughout the entire indenture or instrument.

Resolutions either revocable or irrevocable, of the Trustee(s) to revoke any of the provisions of the Trust and powers hereof or any of them and to declare new Trust provisions and powers in respect of the Trust and resolutions, either revocable or irrevocable, which authorize a special thing to be done shall be evidence that such act is within the Power of the Trustee(s).

ARTICLE X

OFFICERS

The Trustee(s), in their discretion, may elect among their number or others a President, Secretary and Treasurer, or any other officers they may deem expedient for proper functioning. Any Trustee may hold two, or more, offices simultaneously, their duties being such as are usual or are prescribed. They may employ agents, executives, other employees or designate third persons to hold funds or to operate projects for the Trust, for any specific purpose(s). Trustees are not under control of beneficiaries and shall not be considered employees of the Trust .

ARTICLE XI

COMPENSATION

The Trustee(s) shall fix and pay compensation of all officers, employees, or agents in their discretion, and may pay themselves such reasonable compensation for their services as they may determine.

Trustee(s) may be reimbursed for actual expenses incurred in carrying out the purposes of this Trust.

ARTICLE XII

LIABILITY

The Trustee(s) shall, in the capacity of Trustee(s) and not individually, assume only such liability as may attach to said Trust property or assets. The Trustee(s) liability shall not in any manner jeopardize their individual or personal holdings and for any losses they should suffer for any reason through services and shall be exempt from all debts and liabilities of the Trust in accordance with all applicable laws, they shall be reimbursed from the Trust property to the same extent as would non-interested persons.



The Trustee(s) and Successor Trustee(s) shall serve without fidelity bonds.

Notice is hereby given to all persons, companies or corporations extending credit to, contracting with, or having claims against this Trust or the Trustees hereof, that they must look only to the assets and property of the Trust for payment or for settlement of any debt, tort, damage, judgment, decree, or for any indebtedness which may become payable hereunder; that the Trustee(s), officer(s) or agent(s) are like employees and not personally liable when dealing with the Trust properties or matters.

It is expressly declared that a common-law trust is herein created pursuant to the common-law of trusts, as a legal separate entity of private law, that neither the Trustee(s), officer(s), employees, agents, or *cestui que trust* Certificate Holder(s), present or future, have or possess any beneficial interest in the property or assets of said Trust, nor shall they be personally liable hereunder, as partners, associates, or otherwise; that no Trustee(s) shall be liable for the act or omission of his or her Co-Trustee(s), or any other person, whatsoever, whether employed by such Trustee(s) or not, or for anything other than his/her own, personal breach of Trust, except when forbidden by the *lex domicilii*.

ARTICLE XIII

TRANSFERABILITY

The Certificate Units of the Trust may be transferred to any legal person of public or private law subject to the approval of the Trustee(s).

ARTICLE XIV

TRUST CERTIFICATES

For convenience the Trust Certificates used for distribution shall be divided into One Hundred Units. They shall be assessable, non-taxable, and non-negotiable. The Trust Certificates shall be transferable upon written request to and assent of the Board of Trustees and the lawful registered owner shall be construed to be the true and lawful owner thereof. The Certificate Holder(s) will hold the units as tenants-in-common.

The death, termination, winding up, insolvency, or bankruptcy of any Certificate Holder, or the transfer of Trust Certificates shall not operate as a dissolution of this Trust, or in any manner affect the Trust or its operation. Ownership of Trust Certificates shall not entitle the Certificate Holder(s) to any legal title or equitable title in or to the Trust property, or to any undivided interest therein, or to any right of appointment, or in the management thereof, nor shall the death of a holder(s) entitle his/her/its heirs or legal representative(s), successors or assigns to demand any partition or division of the property of the Trust, nor any special accounting. The rights of the Certificate Holder(s) *in personam* are limited to merely a claim against the Trustee(s) to carry out this Contract and Declaration Trust.

Nothing herein contained shall be construed to authorize the Trust to issue Trust Certificates in excess of the number herein provided, nor for a nominal value at variance with the provisions hereof.

IN WITNESS WHEREOF, the Creator hereof has hereunto set his hand and seal in token and recognition of the conveyance, delivery, and acceptance of property, assets, or other things and the obligations and duties as herein assigned to Trustee(s) of said Trust and assent to all stipulations herein as imposed and expressed and shall have full force and effect from November 30, 2004.

SILVER SAGE LAND AND CATTLE TRUST

By: [Signature]
William M. Turner, Creator

11/30/04
Date

GEORGE REED, SETTLOR

By: [Signature]
George Reed, a Divorced Man Dealing
In his Sole and Separate Property

11/30/04
Date

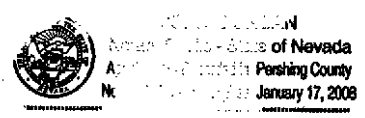
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF PERSHING)

I, a Notary Public, an officer authorized by law to administer oaths, do hereby certify that, William M. Turner, Creator, and George Reed, Settlor, of Silver Sage Land and Cattle Trust, a divorced man dealing in his sole and separate property, appeared before me this 30th day of November 2004 and swore and acknowledged that they signed, sealed and delivered the above and foregoing Trust Indenture for the uses and purposes therein set forth.

[Signature]
Notary Public

My Commission Expires: 1-17-08
(SEAL)



**MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST**

MINUTE NUMBER: 1

The Settlor, a divorced man dealing in his sole and separate property, offered to trade One Dollar and 100 Trust Certificate Units contained in the Trust Indenture, for real and/or personal property, a list being attached hereto comprising of Schedule A and B with George Reed being granted 100 Trust Certificate Units thereof.

After due consideration by all parties concerned it was unanimously agreed to accept the proposed trade; the exchange was made. This exchange does not constitute a sale or gift.

SILVER SAGE LAND AND CATTLE TRUST

By: William M. Turner 11/30/04
William M. Turner, Creator Date

ACCEPTED:

GEORGE REED, EXCHANGOR

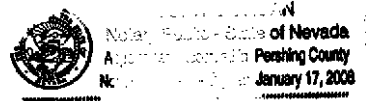
By: George Reed 11-30-04
George Reed, a Divorced Man Dealing Date
In His Sole and Separate Property

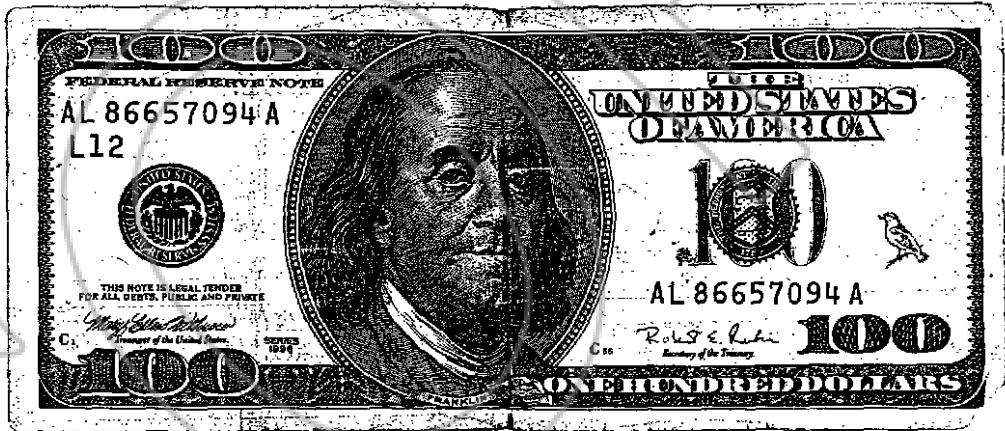
STATE OF NEVADA)
) ss.
COUNTY OF PERSHING)

The foregoing Minute was acknowledged before me this 30th day of November, 2004 by William M. Turner and George Reed who are known to me or who have identified themselves to me by acceptable government issued documentation.

Jan Duncan
Notary Public

My Commission Expires: 1-17-08
(SEAL)





BK- 0608
PG- 2966

SCHEDULE A
Personal Property

1. One Hundred U.S. Dollars

COPY



SCHEDULE B

Real Property

1. One hundred percent of the following real property quitclaimed this date, to wit:

All the right, title and interest of George Reed, the Settlor, to a water right in the Morgan Mill Ditch, situate in the Northwest One-Quarter (NW1/4) of Section 11 in Township 15 North, Range 20 East more specifically described as the right to divert water from the Carson River into Morgan Mill Ditch in an amount not in excess of 120 cubic feet per second flow during the period October 2nd to June 30th of the following year for use between the point of diversion and the point of return to stream in the Northeast One-Quarter (NE1/4) of Section 11, Township 15 North, Range 20 East, into Brunswick Mill Ditch, also known as Claim No. 711 of the Carson River Decree of 1980, a portion of which is attached hereto and incorporated herein as Exhibit "A."

All the right, title and interest of George Reed, the Settlor, to a water right at the point of diversion known as Brunswick Mill Dam, situate in the Northeast One-Quarter of the Southwest One-Quarter (NE1/4, SW1/4) of Section 12 in Township 15 North, Range 20 East., more specifically described as an amount not to exceed 120 cubic feet per second flow for the period October 2nd to June 30th of the following year for use between the point of diversion and point of return to the stream, a distance of 2,900 feet, also known as Claim No. 712 of the Carson River Decree of 1980, a portion of which is attached hereto and incorporated herein as Exhibit "A."

All the right, title and interest of George Reed, the Settlor, to a water right whose point of diversion is the Merrimac Mill Dam, in the Southeast One-Quarter of the Southeast One-Quarter (SE1/4, SE1/4) of Section 12 in Township 15 North, Range 20 East, more specifically described as entering into the Merrimac Mill Ditch in an amount not in excess of 120 cubic feet per second flow for the period October 2nd to June 30th of the following year for use between the point of return to the stream, a distance of 2,080 feet, also known as Claim No. 713 of the Carson River Decree of 1980, a portion of which is attached hereto and incorporated herein as Exhibit "A."

All the right, title and interest of Silver Sage, the grantor, to a water right in the Franklin Mill Ditch, situate in the Northwest One-Quarter (NW1/4 SW1/4) of Section 34 in Township 16 North., Range 20 East, more specifically described as



water entering into Franklin Mill Ditch in an amount not in excess of 120 cubic feet per second flow for the period October 2nd to June 30th of the following year for use between the point of diversion and point of return to the stream, a distance of 1,910 feet, also known as Claim No. 714 of the Carson River Decree of 1980 a portion of which is attached hereto and incorporated herein as Exhibit "A."

All of the above described water rights have a priority date of 1860. Further, the water rights hereinabove" described are non-consumptive.



UPPER CARSON RIVER AND TRIBUTARIES
 MAIN CARSON RIVER IN ORMSBY COUNTY, NEVADA

Claim Number	Names of Ditches and Locations of Diversions--Downstream	Owner	Riparian or Priority	Irrigated Acres	Phase of Use by Subdivisions % of Section unless otherwise specified	Sec. Twp. N. E.
711	Morgan Mill Ditch-- NW 1/4 Sec. 11, R. 20 E. T. 15 N., R. 20 E.	David Lantry, John Mongolo, Nevada Title Guaranttee Co.	is entitled--as successor in interest to Union Mill & Mining Co. to divert water from the Carson River into Morgan Mill ditch in an amount not in excess of 120 cubic feet per second flow during the period October 2nd to June 30th of the following year for use between the point of diversion and point of return to stream in NW 1/4 Sec. 11, T. 15 N., R. 20 E., into Brunswick Mill ditch.			
712	Brunswick Mill Dam-- in NE 1/4 Sec. 12, T. 15 N., R. 20 E.		In an amount not to exceed 120 cubic feet per second flow for the period October 2nd to June 30th of the following year for use between the point of diversion and point of return to the stream, a distance of 2900 feet.			
713	Merrimac Mill Dam-- in SE 1/4 Sec. 12, T. 15 N., R. 20 E.		into Merrimac Mill ditch in an amount not in excess of 120 cubic feet per second flow for the period October 2nd to June 30th of the following year for use between the point of return to the stream, a distance of 2080 feet.			
714	Franklin Mill--in NW 1/4 Sec. 34, T. 16 N., R. 20 E.		into Franklin Mill ditch in an amount not in excess of 120 cubic feet per second flow for the period October 2nd to June 30th of the following year for use between the point of diversion and point of return to the stream, a distance of 1910 feet.			

CERTIFIED COPY
 The document to which this certificate is attached is a full, true and correct copy as it appears in the records and files of the office of the State Engineer, Division of Water Resources.
 DATE: Nov 25 1991
 R. MICHAEL TURNIPSEED, P.E., State Engineer of the State of Nevada
 By: *[Signature]*
 Hydrographer No. 211



**MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST**

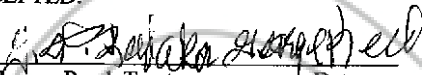
MINUTE NUMBER: 2

BE IT RESOLVED by the Creator of this Trust Indenture that George Reed, a widowed man, individually is appointed the first Trustee of Silver Sage Land And Cattle Trust under no obligation to said Creator. As evidenced by the signature below, Trustee hereby accepts the appointment together with the responsibilities pertaining thereto.

SILVER SAGE LAND AND CATTLE TRUST

By:  11/10/04
William M. Turner, Creator Date

ACCEPTED:

By:  11-30-04
George Reed, Trustee Date

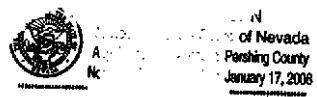
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF PERSHING)

The foregoing Minute was acknowledged before me this 30th day of November 2004 by William M. Turner, Creator of the Silver Sage Land and Cattle Trust, and George Reed, known by me to be the Settlor of Silver Sage Land And Cattle Trust, and George Reed, individually who are known to me or who have identified themselves to me by acceptable government issued documentation.


Notary Public

My Commission Expires: 1-17-08
(SEAL)



MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST

MINUTE NUMBER: 3

BE IT RESOLVED by the duly appointed Trustee, pursuant to the powers vested in the Trustee(s) by the Trust Indenture, that this Trust be in full force and effect, and by his signature appearing below, pledges best efforts. Trustee(s) agrees singly and collectively not to engage in any activity that will bring unfavorable reaction upon this Trust. It is further agreed that all activity will have the approval of the Trustee(s) of any new activity not incorporated within the minutes at the time said new activity is put into being.

SILVER SAGE LAND AND CATTLE TRUST

By: *George Reed* 11-30-04
George Reed, Trustee Date

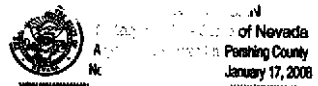
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF PERSHING)

The foregoing Minute was acknowledged before me this 30th day of November 2004 by George Reed, Trustee of Silver Sage Land and Cattle who is known to me or who has identified himself to me by acceptable government issued documentation.

[Signature]
Notary Public

My Commission Expires: 1-17-08
(SEAL)



**MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST**

MINUTE NUMBER: 4

BE IT RESOLVED that the Trustee(s) shall have the exclusive power to construe the meaning and intent of this Trust Indenture and that the Trustee(s) construction shall be conclusive, legally binding, and will govern. The Trustee's(s') construction will be the same as the intention of all the parties as expressed throughout the entire Trust Indenture.

By: *George Reed* 11-30-04
George Reed, Trustee Date

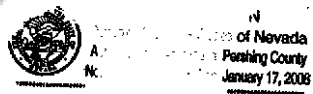
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF PERSHING)

The foregoing Minute was acknowledged before me this 30th day of November 2004 by George Reed, sole Trustee of the Silver Sage Land and Cattle Trust who is known to me or who has identified himself to me by acceptable government issued documentation.

Don Duncan
Notary Public

My Commission Expires: 1-17-08
(SEAL)



**MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST**

MINUTE NUMBER: 5

BE IT RESOLVED, That in every written order, contract, or obligation which the Trustee(s) or officers shall give, authorize or enter into, it shall be the duty of the Trustee(s) and officers to stipulate, or cause to be stipulated, that neither the Trustee(s) nor officers shall be held to any personal liability under or by reason of such order, contract, or obligation.

By: *George Reed* 11 30 04
George Reed, Trustee Date

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF PERSHING)

The foregoing Minute was acknowledged before me this 30th day of November 2004 by George Reed, sole trustee of the Silver Sage Land And Cattle Trust who is known to me or who has identified himself to me by acceptable government issued documentation.

Alan Duncan
Notary Public

My Commission Expires: 1-17-08
(SEAL)

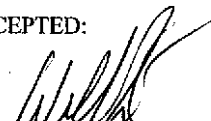


MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST

MINUTE NUMBER: 6

BE IT RESOLVED, that William M. Turner is hereby Second Trustee of the Silver Sage Land And Cattle Trust and who acknowledges his appointment by his signature below.

ACCEPTED:

By:  11/30/04
William M. Turner Date

By:  11-30-04
George Reed, Trustee Date

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF PERSHING)

The foregoing Minute was acknowledged before me this 30th day of November 2004 by George Reed and William M. Turner who are known to me or who have identified themselves to me by acceptable government issued documentation.


Notary Public

My Commission Expires: 1-17-08
(SEAL)



Notary Public
State of Nevada
Pershing County
January 17, 2008

**MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST**

MINUTE NUMBER: 7

BE IT RESOLVED, that City Bank of Fallon, Nevada, hereinafter called "bank", is hereby designated by the Trustee(s) as a depository of this Trust and that a checking account or an interest bearing account may be established in the name of this Trust with said bank, wherein may be deposited any of the funds of this Trust whether represented by cash, checks, notes, or other evidences of debt and from which withdrawals are hereby authorized in the name of the Trust by any of the following signatures. Furthermore, funds of the Trust may be held by the bank as Certificates of Deposit, Federal Treasury Bills, or other money market instrumentalities.

George Reed 11-30-04
George Reed, Trustee Date

By: George Reed 11-30-04
George Reed, Trustee Date

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF PERSHING)

The foregoing Minute was acknowledged before me this the 30th day of November 2004 by George Reed who is known to me or who has identified himself to me by acceptable government issued documentation.

John Duncan
Notary Public

My Commission Expires: 1-17-08
(SEAL)



Notary Public
State of Nevada
Pershing County
January 17, 2008



**MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST**

MINUTE NUMBER: 9


BE IT RESOLVED BY THE TRUSTE(S) To assign all of the right, title, and interest of all of the water rights owned by Silver Sage Land and Cattle Trust on November 30, 2004 for in the future as described in Schedule B of this Trust Indenture and the Minutes thereof, for Ten Dollars (\$10.00) plus and other good and valuable consideration to Westwater Resources, a common-law, discretionary New Mexico business trust, and its successors and assigns..

By: George Reed 11-30-04
George Reed, Trustee Date

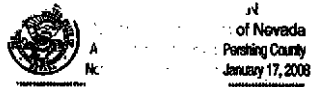
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF PERSHING)

The foregoing Minute was acknowledged before me this the 30th day of November 2004 by George Reed who is known to me or who has identified himself to me by acceptable government issued documentation.


Notary Public

My Commission Expires: 1-17-08
(SEAL)

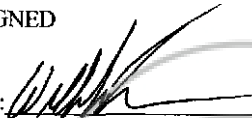


**MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST**

MINUTE NUMBER: 10

BE IT RESOLVED, that the Trustee(s) of the Silver Sage Land and Cattle Trust do(es) hereby acknowledge with deep sadness the passing of its Founder and First Trustee, Mr. George Theodore Reed who went to be with the Lord on April 25, 2007 and the recognition of its Trustee William M. Turner as the sole Trustee of Silver Sage Land and Cattle Trust to carry forward the desires of Mr. Reed to place the water rights acquired by him from John V. Mongolo and Dorothy Louise Mongolo by that Water Rights Deed dated November 25, 1991 which Water Rights Deed was recorded in the records of Carson City, Nevada on November 25, 1991 under File Number 000122462 and which water rights were deeded by him to the Trust, to beneficial use and whose Certified Certificate of Death from Roll 105, Image 106 issued by the Nevada Department of Health and Human Services Division of Health Vital Statistics is attached hereto.


SIGNED

By:  12/6/07
William M. Turner Date

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CARSON CITY)

The foregoing Minute was acknowledged before me this 6th day of December by William M. Turner who is known to me to be the Second Trustee identified in Minute Number 6 of the Silver Sage Land and Cattle Trust filed of record in the records of Pershing County, Nevada at Roll 388, Page 205 on November 30, 2007 and who has identified himself to me by acceptable government issued documentation.


Notary Public

My Commission Expires: January 14, 2009
(SEAL)




STATE OF NEVADA
CERTIFICATION OF VITAL RECORD

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH
VITAL STATISTICS
CERTIFICATE OF DEATH

STATE FILE NUMBER
2007002717

TYPE OR PRINT IN PERMANENT BLACK INK	1a. DECEASED-NAME FIRST George		1b. MIDDLE REED		1c. LAST REED		2. DATE OF DEATH (Mo/Day/Year) April 25, 2007		3a. COUNTY OF DEATH Pershing		
	3b. CITY, TOWN, OR LOCATION OF DEATH Lovelock			3c. HOSPITAL OR OTHER INSTITUTION -Name (if not either, give street and number) Pershing General Hospital			3d. Hosp. or Inst. indicate DOA, CP/Emem. Rm. (Inpatient/Specify) Inpatient		4. SEX Male		
IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS	5. RACE (e.g., White, Black, American Indian) (Specify) White		6. Was Decedent of Hispanic Origin? If yes, specify Mexican, Cuban, Puerto Rican, etc. Non-hispanic		7a. AGE-Last Birthday (Years) 84		7b. UNDER 1 YEAR MO DAYS HOURS MINS		8. DATE OF BIRTH (Mo/Day/Yr) March 10, 1923		
	9a. STATE OF BIRTH (If not U.S.A., Name country) California		9b. CITIZEN OF WHAT COUNTRY United States		10. EDUCATION 12		11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Widowed		12. SURVIVING SPOUSE (If wife, give maiden name)		
PARENTS	13. SOCIAL SECURITY NUMBER 2391		14a. USUAL OCCUPATION (Give kind of Work Done During Most of Working Life, Even if Retired) Real Estate			14b. KIND OF BUSINESS OR INDUSTRY Real Estate Sales					
	15a. RESIDENCE - STATE Nevada		15b. COUNTY Pershing		15c. CITY, TOWN OR LOCATION Lovelock		15d. STREET AND NUMBER 855 - 6th Street		15e. INSIDE CITY LIMITS (Specify Yes or No) Yes		
DISPOSITION	16. FATHER - NAME (First Middle Last Suffix) Alfred REED			17. MOTHER - NAME (First Middle Last Suffix) Mary OATS							
	18a. INFORMANT-NAME (Type or Print) Jane POWELL			18b. MAILING ADDRESS (Street or R.F.D. No, City or Town, State, Zip) 4709 Briarcroft Drive Grapevine, Texas 76051							
TRADE CALL	19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation		19c. CEMETERY OR CREMATORY - NAME Smith Family Crematory			19e. LOCATION City or Town State Fallon Nevada 89407					
	20a. FUNERAL DIRECTOR - SIGNATURE (Of Person Acting as Such) GARY COWGER SIGNATURE AUTHENTICATED			20b. FUNERAL DIRECTOR LICENSE 13		20c. NAME AND ADDRESS OF FACILITY Lovelock Funeral Home PO BOX 86 Lovelock NV 89419					
CERTIFIER	21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) YOUSRI ELAZAB MUSTAFA GADALLA MD SIGNATURE AUTHENTICATED						22a. On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)				
	21b. DATE SIGNED (Mo/Day/Yr) April 26, 2007		21c. HOUR OF DEATH 22:37		21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		22b. DATE SIGNED (Mo/Day/Yr)		22c. HOUR OF DEATH		22d. PRONOUNCED DEAD (Mo/Day/Yr)
REGISTRAR	23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) YOUSRI ELAZAB MUSTAFA GADALLA MD P.O. Box 551 Lovelock, NV 89419						23b. LICENSE NUMBER 8837				
	24a. REGISTRAR (Signature) KAYDAWN HUGHES SIGNATURE AUTHENTICATED			24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) April 26, 2007		24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
CAUSE OF DEATH	25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) PART I (a) Severe Atherosclerosis						Interval between onset and death				
	(b) DUE TO, OR AS A CONSEQUENCE OF:						Interval between onset and death				
CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST	(c) DUE TO, OR AS A CONSEQUENCE OF:						Interval between onset and death				
	PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I.						26. AUTOPSY (Specify Yes or No) No		27. WAS CASE REFERRED TO CORONER (Specify Yes or No) No		
28a. ACC., SUICIDE, HOMICIDE, OR PENDING INVEST. (Specify)		28b. DATE OF INJURY (Mo/Day/Yr)		28c. HOUR OF INJURY		28d. DESCRIBE HOW INJURY OCCURRED					
28e. INJURY AT WORK (Specify Yes or No)		28f. PLACE OF INJURY- At home, farm, street, factory, office building, etc. (Specify)		28g. LOCATION		STREET OR R.F.D. No.		CITY OR TOWN		STATE	

STATE REGISTRAR




179889

CERTIFIED COPY OF VITAL RECORDS


This is a true and exact reproduction of the document officially registered and placed on file in the office of the State Registrar and Vital Records.

DATE ISSUED: **DEC 04 2007**

This copy is not valid unless prepared on engraved border displaying date, seal and signature of Registrar.



STATE REGISTRAR



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

**MINUTES
OF
SILVER SAGE LAND AND CATTLE TRUST**

MINUTE NUMBER: 11

BE IT RESOLVED, By the Trustee of Silver Sage Land and Cattle Trust, that upon the death of George Reed on April 25, 2007, Trustee and *cestui que trust* Certificate Holder, that the Trust Certificate registered as Trust Certificate No. 1 is hereby null and void.

IT IS FURTHER RESOLVED, that the 100 Trust Certificate Units contained in the Trust Indenture are hereby transferred to Lion's Gate Water, a limited liability, common-law, discretionary business trust created in Vancouver, British Columbia, Canada by that certain Contract and Declaration of a Trust dated April 22, 2004, to hold as the *cestui que trust* Certificate Holder. The 100 Trust Certificate Units shall be registered under Trust Certificate No. 2.

SILVER SAGE LAND AND CATTLE TRUST
By: [Signature] 5/16/08
William M. Turner, Trustee Date

ACCEPTED:

LION'S GATE WATER
By: [Signature] 5/16/08
William M. Turner, Trustee Date

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

The foregoing Minute was acknowledged before me this 6th day of May 2008 by William M. Turner, who is known to me or who has identified themselves to me by acceptable government issued documentation.

[Signature]
Notary Public

My Commission Expires: 10/24/2011
(SEAL) OFFICIAL SEAL
DORIAN K. ROMERO
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 10/24/2011