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**Recording Requested By  
and Return to:**

Goicoechea, Di Grazia, Coyle & Stanton, Ltd.  
530 Idaho Street  
Elko, NV 89801

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 13 Fee: 26.00  
BK-0810 PG- 1133 RPTT: 0.00



The undersigned affirms that  
this document does not contain  
a social security number.

**Grantors' Address:**

443 Upper Colony  
Wellington, Nevada 89444

**Beneficiary's Address:**

530 Idaho Street  
Elko, NV 89801

**DEED OF TRUST  
SECURITY AGREEMENT**

THIS DEED OF TRUST AND SECURITY AGREEMENT, made this 2<sup>nd</sup> day  
of August, 2010, by and between **DAVID L. PRUETT**, individually, and  
**PRUETT- BALLARAT INC.**, a Nevada corporation, jointly and severally, hereinafter  
called "Grantors," and **FIRST AMERICAN TITLE INSURANCE COMPANY**, a  
Nevada Corporation, as Trustee, and **GOICOECHEA & DI GRAZIA PROFIT  
SHARING PLAN & TRUST**, hereinafter called "Beneficiary," it being specifically  
understood that any and all references to the words "Grantors" and "Beneficiary" shall  
include the masculine, feminine, and neuter genders, and singular and plural, as indicated  
by the context and number of parties hereto:

**WITNESSETH:**

That Grantors hereby grant, transfer and assign to the Trustee in trust, with power  
of sale, all of the following described real property situate in the County of Douglas, State  
of Nevada, and more particularly described on Exhibit "A" attached hereto.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.  
ATTORNEYS AT LAW  
530 IDAHO STREET - P.O. BOX 1358  
ELKO, NEVADA 89801  
(775) 738-8091

**TOGETHER WITH** any and all buildings and or other improvements situate thereon.

**TOGETHER WITH** all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions and reversions, remainder and remainders, rents, issues, and profits thereof.

**TOGETHER WITH** a certain Peterbuilt Truck as follows:

Title Number:	NV001981930
VIN Number:	1XP5DB9X1SD378960
Make:	PTRB
Model:	CONVENTION
Vehicle Body:	TDS
Year:	1995

**TOGETHER WITH** a certain 2002 John Deere 644G Front End Loader.

**TO HAVE AND TO HOLD** the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

**ONE:** Payment of an indebtedness evidenced by a certain Promissory Note of even date hereof in the principal amount of **NINETY THOUSAND DOLLARS (\$90,000.00)** with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantors payable to the Beneficiary on order, and any and all extensions or renewals thereof.

**TWO:** Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

**THREE:** Payment, performance and discharge by Grantors of this Security Document, and said Note and of all advances on and renewals, extensions, revisions and amendments of this Security Document and the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust and Security Agreement, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust and Security Agreement is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantors for which the Beneficiary may claim the Deed of Trust and Security Agreement as security.

2. The Grantors shall:

A. Maintain, repair, care for and keep the property herein described and all structures and improvements now thereon or hereafter placed thereon in at least the condition, order and repair existing on the date of this Deed of Trust and Security Agreement, or when installed, subject to reasonable normal wear and depreciation, and replacement, substitution or improvement as provided in B below;

B. Not remove, demolish, neglect or damage all or any portion of the Peterbuilt Truck, Serial Number 1XP5DB9X1SD378960, and the John Deere 644G Front End Loader, described in this Deed of Trust and Security Agreement unless: (1) the same is replaced, improved or substituted therefor by a like item of at least equal value, quality and use; or (2) the Beneficiary gives written consent in advance;

C. Not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the value of the security hereby given.

3. The following covenants, Nos. 1; 2 (replacement value); 3; 4 (0%); 5; 6; 7 (reasonable); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust and Security Agreement. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust and Security Agreement.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times for the purposes of: inspecting them; determining Grantors' performance hereof; and taking all reasonable actions they are authorized to perform under the terms of this Deed of Trust and Security Agreement.

6. In case of condemnation of the property subject hereof, or any part thereof, by paramount authority, all of any condemnation award to which the Grantors shall be entitled less costs and expenses of litigation is hereby assigned by the Grantors to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

7. If default be made in the performance or payment of the obligations, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of the Deed of Trust and Security Agreement, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within **thirty-five (35)** days after written notice of default and of election to sell said property given in the manner provided by NRS 107.080 as in effect on the date of this Deed of Trust and Security Agreement, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

8. This Deed of Trust and Security Agreement is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustor, or advance for his account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and/or Security Agreement, and as security for the payment of all other monies that may become due from the Trustor, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustor, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provision of this Deed of Trust and Security Agreement.

9. The Promissory Note secured by this Deed of Trust and Security Agreement is made a part hereof as if fully herein set out.

10. Default under any other Deed of Trust and Security Agreement, mortgage, contract or other instrument which is or which creases a lien, encumbrance, charge or

interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust and Security Agreement, or failure to pay or discharge when due any obligation which is secured by or which constitutes a lien, encumbrance, charge of interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust and Security Agreement, whether such obligation or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust and Security Agreement, and to the extent Beneficiary elects to advance sums to correct a default, the same shall be secured hereby and be immediately due hereunder, together with interest at the Note rate.

11. Any notices to be given shall be given by registered or certified mail to Grantors at the address set forth near the signature on this Deed of Trust and Security Agreement or at such substitute address as Grantors may designate in writing duly delivered to Beneficiary and to the Trustee, and such address set forth in this Deed of Trust and Security Agreement or such substitute address as is designated in writing duly served as aforesaid shall be deemed conclusively to be the correct address of Grantors for all purposes in connection with said Deed of Trust and Security Agreement, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantors.

12. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law, shall be concurrent and cumulative.

13. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several.

14. It is expressly agreed that the trusts created hereby are irrevocable by the Grantors.

15. The Grantors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, shall operate as a waiver of the security of this Deed of Trust and Security Agreement, nor shall this Deed of Trust and Security Agreement nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

16. If any provision hereof shall be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions and shall in no way affect the validity of this Deed of Trust and Security Agreement.

17. The property subject to this Deed of Trust and Security Agreement shall include that herein described, and in addition, the following that now or hereafter are attached to or installed in, or placed in or upon any building or improvement on any portion of the described real property, which shall, for all purposes, be deemed to be fixtures: (a) all buildings, modular homes, manufactured housing, mobile homes and improvements now on or hereafter built, placed, constructed or installed on any portion of the premises; (b) all building fixtures, appliances and equipment, including, but not limited to, all ranges, stoves, ovens, compactors, disposals, dishwashers, heaters, furnaces, boilers, hot water heaters, heating and cooling and air conditioning installations with equipment, appliances and compressors; all wiring, panels, lighting fixtures, other electrical or electronic equipment; (c) all drapes, carpets and floor and window coverings; (d) all fences and gates; and (e) all landscaping. All of such fixtures, furnishings, equipment and improvements are, and shall become, a permanent accession to the land contained in the described real property conveyed under this Deed of Trust and Security Agreement, whether or not the same may be subject to any Security Agreement.

18. To the extent this Deed of Trust and Security Agreement contains fixtures and personal property, specifically the Peterbilt Truck, Serial Number 1XP5DB9X1SD378960, and the John Deere 644G Front End Loader, it is intended to be a fixture filing, financing statement and security agreement and to perfect a security interest in the personal property and fixtures pursuant to the Nevada Uniform Commercial Code.

19. The undersigned warrant and represent that they have the power and authority to make, execute and deliver this Deed of Trust and Security Agreement.

20. The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Grantors (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust and Security Agreement, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently or consecutively in any order. The exercise by Beneficiary or Trustee of any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to



Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust and Security Agreement covers both real property, personal property and collateral, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently or consecutively in any order:

A. Proceed as to both the real property, personal property and collateral in accordance with Beneficiary's rights and remedies in respect of the real property; or

B. Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect of the real property and proceed as to the personal property and collateral in accordance with Beneficiary's rights and remedies in respect of the personal property and collateral.

Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code – Secured Transactions.

If Beneficiary should elect to proceed as to both the real property, personal property and collateral in accordance with Beneficiary's rights and remedies in respect of the real property, all the real and personal property and all the collateral may be sold, in the manner and at the time and place provided in this Deed of Trust and Security Agreement in one lot or in separate lots consisting of any combination or combinations of property and collateral, as Beneficiary may elect, in the sole discretion of Beneficiary.

Grantors acknowledge and agree that a disposition of the personal property and collateral in accordance with Beneficiary's rights and remedies in respect to real property under NRS Chapter 107, is a commercially reasonable disposition of the personal property and collateral.

If Beneficiary should elect to proceed as to the personal property and collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104.9507, both inclusive.

21. Grantors will execute and promptly deliver to Beneficiary and Trustee any financing statements and other documents reasonably requested by Beneficiary for creation, perfection and enforcement of the trust and security interest in the collateral and

to give good faith, diligent cooperation to Beneficiary for perfection and enforcement of the trust and security interest. Beneficiary is authorized to file, record or otherwise utilize this and any similar document as is necessary for perfection and enforcement of the trust and security interest granted hereby.

22. In the event Grantors shall sell, convey or alienate said property or any part thereof, or any interest therein or shall be divested of their title or any interest therein in any manner or way, whether voluntary or involuntary, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right at his option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable. In addition, the indebtedness and any obligations secured hereby shall immediately become due and payable upon the death of the Grantors.

23. Grantors agree to and shall indemnify and hold Trustee and Beneficiary harmless from all liability, costs, fees, expenses, penalties, damages, fines and other payments Beneficiary may have to make or incur in connection with:

- (a) conducting or requiring environmental inspections, audits, assessments and other investigations;
- (b) cleanup;
- (c) remediation;
- (d) assurances of compliance with environmental laws, rules and regulations; and
- (e) all other liabilities, work, services, contracts and payments arising out of the environmental condition of the property.

24. As and for additional consideration for the loan secured by this Deed of Trust and Security Agreement, Grantors hereby covenant and agree that in the event Grantors cause a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to, a petition for relief pursuant to Chapters 7, 11 or 13, Grantors shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Grantors' petition under the United States Bankruptcy Code. Grantors further acknowledge that this provision constitutes a material inducement to Beneficiary to lend Grantors the funds secured by the within Deed of Trust and Security Agreement. Grantors further acknowledge Beneficiary would not loan said funds to Grantors without Grantors agreeing to immediate relief from stay upon written request from Beneficiary. Grantors hereby stipulate and agree that the court wherein



Grantors' petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within Note and Deed of Trust and Security Agreement. Grantors represent that Grantors understand the provisions of this paragraph to this Deed of Trust and Security Agreement and agrees to the provisions freely and voluntarily.

IN WITNESS WHEREOF, the Grantors have executed these presents the day and year first hereinabove written.

GRANTORS:

David L. Pruett  
DAVID L. PRUETT, individually and on behalf of PRUETT - BALLARAT INC.

STATE OF NEVADA )  
: SS.  
COUNTY OF ELKO )

This instrument was acknowledged before me on August 2, 2010, by DAVID L. PRUETT individually and as president of Pruett - Ballarat Inc.

Sharon S. Mathias  
NOTARY PUBLIC



**EXHIBIT "A"**

**PARCEL 1:**

**ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:**

**GOLD HILL LODE CLAIM**

**BEGINNING AT CORNER NO. 1, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 1-1-3582, IN MOUND OF STONE AND EARTH, FROM WHICH CORNER TO SECTIONS 13 AND 24 IN TOWNSHIP 13 NORTH OF RANGE 23 EAST AND SECTIONS 18 AND 19 IN TOWNSHIP 13 NORTH OF RANGE 24 EAST OF THE MOUNT DIABLO MERIDIAN, BEARS SOUTH 48°18'30" EAST, 3,500 FEET DISTANT; THENCE FIRST COURSE, SOUTH 81°9' EAST 1,458.3 FEET TO CORNER NO. 2, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 2-3582, IN MOUND OF STONE AND EARTH;**

**THENCE, SECOND COURSE, NORTH 9°21' EAST 300 FEET TO A POINT WHICH DISCOVERY BEARS NORTH 81°9' WEST 400 FEET DISTANT, 535.1 FEET TO CORNER NO. 3, A PINE POST FOUR FEET LONG, FOUR INCHES, MARKED 3-3582, IN MOUND OF STONE AND EARTH;**

**THENCE, THIRD COURSE, NORTH 80°49' WEST, 1,458.24 FEET TO CORNER NO. 4, A PINE POST**



FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 4-3582, IN MOUND OF STONE AND EARTH;

THENCE, FOURTH COURSE, SOUTH 9°21' WEST 543.6 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING. THE SURVEY OF THE LODE CLAIM AS ABOVE DESCRIBED, EXTENDING 1,458.3 FEET IN LENGTH ALONG SAID GOLD HILL VEIN OR LODE;

**GOLD HILL NO. 2 LODE CLAIM**

BEGINNING AT CORNER NO. 1, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 1-3582, IN MOUND OF STONE AND EARTH, FROM WHICH SAID SECTION CORNER BEARS SOUTH 6°59'30" WEST 1,740.65 FEET DISTANT;

THENCE, FIRST COURSE, NORTH 9°21' EAST 300 FEET TO A POINT FROM WHICH DISCOVERY BEARS NORTH 80°39' WEST 907.3 FEET DISTANT, 600 FEET TO CORNER NO. 2, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 2-1-3582, IN MOUND OF STONE AND EARTH;

THENCE, SECOND COURSE, NORTH 80°39' WEST, 1,427.3 FEET TO CORNER NO. 3, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 3-2-3582, IN MOUND OF STONE AND EARTH, SITUATE ON LINE 2-3 OF SAID GOLD HILL LODE CLAIM;

THENCE, THIRD COURSE, SOUTH 9°21' 600 FEET TO CORNER NO. 4, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 4-3582, IN MOUND OF STONE AND EARTH;

THENCE, FOURTH COURSE, SOUTH 80°39' EAST, 1,427.3 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING, THE SURVEY OF THE LODE CLAIM, AS ABOVE DESCRIBED, EXTENDING 1,427.3 FEET IN LENGTH ALONG SAID GOLD HILL NO. 2 VEIN OR LODE.

**GOLD HILL NO. 3 LODE CLAIM**

BEGINNING AT CORNER NO. 1, IDENTICAL WITH CORNER NO. 1 OF SAID GOLD HILL CLAIM; THENCE, FIRST COURSE, NORTH 80°39' WEST, 1,500 FEET TO CORNER NO. 2, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 2-3582 IN MOUND OF STONE AND EARTH;

THENCE, SECOND COURSE, NORTH 9°21' EAST, 600 FEET TO CORNER NO. 3, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 3-3582, IN MOUND OF STONE AND EARTH;

THENCE, THIRD COURSE, SOUTH 80°39' EAST, 1,500 FEET TO CORNER NO. 4, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 4-3582, IN MOUND OF STONE AND EARTH;

THENCE FOURTH COURSE, SOUTH 9°21' WEST, 300 FEET TO A POINT FROM WHICH DISCOVERY BEARS NORTH 80°39' WEST 50 FEET DISTANT, 600 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING, THE SURVEY OF THE LODE CLAIM, AS ABOVE DESCRIBED, EXTENDING 1,500 FEET IN LENGTH ALONG SAID GOLD HILL NO. 3 VEIN OR LODE.

**GOLD HILL FRACTION LODE CLAIM**

BEGINNING AT CORNER NO. 1, IDENTICAL WITH CORNER NO. 2 OF SAID GOLD HILL NO. 2 LODE CLAIM, FROM WHICH SAID SECTION CORNER BEARS SOUTH 7°35'50" WEST, 2,339.94 FEET DISTANT;

THENCE FIRST COURSE, NORTH 80°39' WEST 1,427.3 FEET TO CORNER NO. 2, IDENTICAL WITH CORNER NO. 3 OF SAID GOLD HILL NO. 2 LODE CLAIM;

THENCE SECOND COURSE, NORTH 9°21' EAST, 109.8 FEET TO A POINT FROM WHICH DISCOVERY BEARS SOUTH 80°39' EAST 49 FEET DISTANT, 144.7 FEET TO CORNER NO. 3, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 3-3582, IN MOUND OF STONE AND EARTH;

THENCE THIRD COURSE, SOUTH 80°49' EAST, 1,427.3 FEET TO CORNER NO. 4, A PINE POST FOUR FEET LONG, FOUR INCHES SQUARE, MARKED 4-3582 IN MOUND OF EARTH AND STONE;

THENCE FOURTH COURSE, SOUTH 9°21' WEST 145.1 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING; THE SURVEY OF THE LODE CLAIM, AS ABOVE DESCRIBED, EXTENDING 1,427.3 FEET IN LENGTH ALONG SAID GOLD HILL FRACTION VEIN OR LODE.

**PARCEL 2:**

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED WITHIN THE EAST ½ OF SECTION 13, TOWNSHIP 13 NORTH, RANGE 23 EAST, M.D.B.&M., AND THE WEST ½ OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 24 EAST, M.D.B.&M., IN DOUGLAS COUNTY, NEVADA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 10°18'29" EAST A DISTANCE OF 2,139.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82°02'11" WEST A DISTANCE OF 1,151.78 FEET; THENCE SOUTH 8°12'47" WEST A DISTANCE OF 756.25 FEET; THENCE SOUTH 81°59'22" EAST A DISTANCE OF 1,150.00 FEET; THENCE NORTH 8°25'43" EAST A DISTANCE OF 757.20 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF FIFTY (50) FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF, AS EXCEPTED IN THE DEED FROM VALLEY BANK OF NEVADA, THE ANCILLARY ADMINISTRATOR FOR THE ESTATE OF RUTH T. WILLIAMS TO PACIFIC SILVER CORPORATION, A HAWAII CORPORATION, RECORDED JULY 12, 1988 IN BOOK 788 AT PAGE 1315, OFFICIAL RECORDS, DOUGLAS COUNTY, STATE OF NEVADA, AS DOCUMENT NO. 181918.

**PARCEL 2A:**

AN EASEMENT AND RIGHT-OF-WAY OF 20 FEET WIDE EXTENDING APPROXIMATELY 500 FEET WESTWARD FROM A POINT 200 FEET NORTH OF THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY TO AND AROUND AN EXISTING WATER TANK INCLUDING THE RIGHT TO REPAIR AND MAINTAIN SAID WATER LINE AND WATER STORAGE TANK.

**PARCEL 2B:**

AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PARCEL OWNED BY SONORA MINING CORPORATION, SAID CORNER BEING SOUTH 10°18'29" EAST A DISTANCE OF 2,139.71 FEET



FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 13 NORTH, RANGE 23 EAST, M.D.B.&M.; THENCE NORTH 82°02'11" WEST ALONG THE ADJUSTED BOUNDARY LINE BETWEEN THE RED TOP NO. 1 MINING CLAIM AND THE EAVA MINING CLAIM, A DISTANCE OF 103.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 58°52'48" EAST A DISTANCE OF 133.87 FEET TO THE EAST LINE OF RED TOP NO. 1 MINING CLAIM; THENCE NORTH 8°02'52" EAST ALONG SAID EAST LINE, A DISTANCE OF 64.49 FEET; THENCE SOUTH 58°52'48" WEST A DISTANCE OF 236.16 FEET TO THE ADJUSTED BOUNDARY LINE; THENCE SOUTH 82°02'11" EAST ALONG SAID LINE, A DISTANCE OF 79.31 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 10, 2002 IN BOOK 1002, PAGE 3856 AS DOCUMENT NO. 554354 OF OFFICIAL RECORDS.

