

# **WRID, Lyon County and Bowman Protestants**

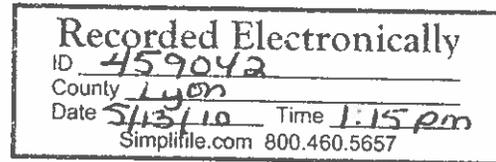
## **EXHIBIT**

**187**

Deed of Trust dated May 7, 2010 among NFWF, Trustor, TICOR Title of Nevada, Inc., Trustee,  
and Walker River Irrigation District, Beneficiary

Recording Requested By  
And When Recorded Return To:

Walker River Irrigation District  
P.O. Box 820  
Yerington, Nevada 89447



APN: Water Rights

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### DEED OF TRUST

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7<sup>th</sup> THIS DEED OF TRUST, herein referred to as "Deed of Trust," is made effective as of May, 2010, by and between NATIONAL FISH AND WILDLIFE FOUNDATION, a charitable and nonprofit corporation established by P.L. 98-244, 16 U.S.C. §§ 3701, *et seq.*, as Trustor, hereinafter referred to as "Trustor," TICOR TITLE OF NEVADA, INC., a Nevada corporation, as Trustee, hereinafter referred to as "Trustee," and WALKER RIVER IRRIGATION DISTRICT, a Nevada irrigation district organized and existing under Nevada Revised Statutes Chapter 539, as Beneficiary, hereinafter referred to as "Beneficiary";

### WITNESSETH:

Pursuant to the provisions of Nevada Revised Statutes Section 539.513 (6)(b), Trustor and Beneficiary have entered into that certain Water Rights Assessment Agreement of even date herewith (the "Agreement"), with respect to the Trustor's obligation to pay assessments, tolls and charges fixed and levied by the Trustor, which Agreement has been recorded in the Official Records of Lyon County, Nevada on May 13, 2010, as Document No. 459037.

NOW, THEREFORE, for good and valuable consideration, and to secure the obligations of Trustor pursuant to the Agreement; and for the purpose of securing the payment and performance of every obligation contained in this Deed of Trust, the Trustor irrevocably grants, bargains, sells, transfers, conveys and assigns to the Trustee, in trust, with power of sale, for the benefit of the Beneficiary, the following described collateral:

### DESCRIPTION OF COLLATERAL

All of the interest of Trustor in that certain water, water rights, ditch and conveyance rights and all storage rights of any nature whatsoever presently appurtenant to that certain real property, situated in the County of Lyon, State of Nevada, more particularly described as set forth in Exhibit "A" hereto and

which water rights are more particularly described as set forth in Exhibit "B" hereto;

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining and the reversion and reversions and remainder and remainders, rents, issues and profits thereof; and

The foregoing property is hereinafter referred to as the "Water Rights".

**FOR THE PURPOSE OF SECURING:**

**FIRST:** Timely payment and performance of Trustor's obligations, covenants and agreements under the Agreement;

**SECOND:** Payment and performance of every obligation, covenant and agreement of Trustor herein contained;

**THIRD:** The accuracy of each and every representation and warranty of Owner set forth in the Agreement and this Deed of Trust; and

**FOURTH:** The expenses and costs incurred or paid by Beneficiary in the preservation and enforcement of the rights and remedies of Beneficiary and the duties and the liability of Trustor hereunder including, but not by way of limitation, attorney's fees, court costs, witness fees, expert witness fees, foreclosure costs, collection costs and costs and expenses paid by Beneficiary in performing for Trustor's account any obligation of Trustor;

**TO PROTECT THE SECURITY HEREINABOVE GRANTED, TRUSTOR AGREES:**

A. By the execution and delivery of this Deed of Trust, that Trustor will observe and perform all provisions contained herein and in the Agreement.

B. To appear in and defend at Trustor's own expense the interest of Beneficiary and Trustee in any action or proceeding purporting to affect the security hereof, or any of the Water Rights hereby conveyed, or the rights, powers and duties of Beneficiary and Trustee, including, but not limited to, condemnation proceedings, but excluding any proceeding which would affect all water rights appurtenant to lands within the boundaries of the Walker River Irrigation District in a similar manner.

C. To keep the Water Rights in good standing, and to comply with all laws, ordinances, regulations, policies, conditions and restrictions affecting the Water Rights, the use, sale, transfer or conveyance thereof or which may be imposed from time to time on any user of water.

D. To pay immediately in full and when due, with interest, all liens, encumbrances,

charges, taxes, assessments, levies, impositions and claims on the Water Rights or any part thereof.

E. To pay all costs, fees and expenses of this Trust

F. Should Trustor be in default, after the passage of the applicable notice and cure periods, of any of the obligations or to perform any of the agreements, covenants or conditions contained in the Agreement, Beneficiary or Trustee may, without further notice to or demand upon, and without releasing Trustor from any obligation hereunder, pay any of such obligations or perform or cause to be fulfilled any of such agreements, covenants or conditions, including, but not limited to, paying or compromising any taxes, assessments, liens or encumbrances, charges or claims against the Water Rights hereby conveyed or encumbered or any part thereof. In exercising any of the rights or powers herein granted, Beneficiary and Trustee may employ counsel, and incur and pay necessary costs and expenses and counsel fees in a reasonable amount.

G. As additional security, Trustor gives to and confers upon Beneficiary the right, power and authority during the continuance of this trust, to collect the rents, issues and profits of the Water Rights, reserving unto Trustor the right prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any obligation or agreement secured hereby, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at the time, pursuant to the provisions of applicable law and/or by a receiver to be appointed by a court, cause the rents, issues and profits to be paid to Beneficiary, take possession of the Water Rights, or any part thereof, sue for or otherwise collect such rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness and obligation secured hereby, and in such order as Beneficiary may determine. The taking possession of the Water Rights, or any part thereof, the collection of such rents, issues and profits or the application thereof as aforesaid, shall not cure or constitute a waiver of any default or notice of default hereunder or invalidate any act done pursuant to such notice.

**IT IS FURTHER AGREED THAT:**

(1) Trustor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Water Rights hereby conveyed or any portion thereof, the commencement of negotiations which might result in, or a substantial threat of, any taking under power of eminent domain or sale in lieu thereof, shall notify Trustee and Beneficiary thereof. Trustor will in good faith and with due diligence file, prosecute, negotiate or settle (subject to Beneficiary's right to approve any final settlement) any claim in respect of any such condemnation, taking or sale, and will cause any and all proceeds on account thereof to be paid to the Beneficiary to be applied toward payment of any obligations hereby secured in such order as Beneficiary may determine.

(2) By accepting the performance of any obligation hereby secured after its due date, Beneficiary does not waive its right either to require prompt performance when due of all other obligations hereby secured.

(3) If breach or default be made in the payment or performance of any obligation, representation, warranty, promise, covenant or agreement contained herein or secured hereby, including without limitation any provision of the Agreement, and the passage of any period of notice and right to cure, then, at any time thereafter, but during the continuation of such breach or default, Beneficiary may at its option, declare Trustor to be in default; and Beneficiary or Trustee may record in the office of the Recorder of Lyon County, Nevada, a notice of such default and election to cause the Water Rights to be sold to satisfy the obligations secured hereby, as provided by the laws of the State of Nevada with reference to deeds of trust.

On application of Beneficiary, and after not less than the time then required by law having elapsed following the recordation of said notice of default and election to sell, Trustee shall give notice of the time and place of sale in the manner and for a time not less than that then required by law, and without demand on Trustor, Trustee shall sell said collateral at the time and place of sale fixed on said notice of sale, or such part or parts thereof, or such interests therein, and in such order as Beneficiary may determine, at public auction, to the highest bidder for cash in lawful money of the United States to be paid at the time of sale.

Trustee may postpone sale of all or any portions of said collateral by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by announcement at the time fixed by the preceding postponement and without further notice. Trustee may make such sale at the time to which the same shall be so postponed.

Trustee shall deliver to the Buyer its deed, bill of sale, and other appropriate documents of conveyance or transfer, transferring or conveying the collateral so sold, but without any covenant or warranty, express or implied. The recitals in any such deed or other documents of transfer or conveyance of any matters of fact stated either specifically or in general terms, or as conclusion of law or fact, shall be conclusive proof of the truthfulness thereof and such deed or other documents of transfer or conveyance shall be conclusive evidence against all persons as to all matters of fact therein recited.

Any person may purchase at such sale. Trustor hereby agrees to surrender immediately, and without demand, possession of the Water Rights to any Buyer at any sale held hereunder.

In the conduct of any such sale, Trustee may act itself or through any auctioneer, agent or attorney.

Beneficiary, from time to time before the Trustee's sale, may rescind any such notice of default by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale.

The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demands for sale, notices of default, and of election to cause to be sold the Water Rights to satisfy the obligations hereby secured, nor otherwise affect any provision, covenant or condition to this Deed of Trust, or any of the rights, obligations or remedies of the parties thereunder.

(4) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, including their heirs, legatees, devisees, administrators, executors, successors and assigns.

(5) No delay or omission by Beneficiary in the exercise of any right or remedy accruing upon any default or in the doing of any of the matters and things by it permitted to be done under the terms and provisions of this Deed of Trust shall impair any such right or remedy, or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature; and every such right or remedy may be exercised from time to time and as often as it is deemed expedient by Beneficiary.

(6) The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, 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 by Trustee at the express direction of Beneficiary, 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.

(7) The following covenants, Numbers 1, 3, 4 (10%), 6, 7 (actual), 8 and 9 of the Nevada Revised Statutes 107.030, when not contained in or inconsistent with other covenants and provisions herein contained, are hereby adopted by this reference and made a part of this Deed of Trust.

(8) The words "Beneficiary" and "Trustor" as used herein shall include the plural as well as the singular, and the neuter and masculine shall include the masculine and feminine genders, and if there be more than one Trustor, the obligations hereunder imposed upon the Trustor shall be joint and several.

(9) In the event that any provision of this Deed of Trust is declared invalid or inoperable, said declaration shall not affect the validity of any other provision hereof.

(10) Any notice or demand required or permitted to be given by law or any communication hereunder shall be in writing and shall be considered given (a) upon personal service of a copy on the party to receive the notice, demand or communication, or (b) forty-eight (48) hours after mailing such notice or demand by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Trustor: National Fish and Wildlife Foundation  
Attn: Director - Conservation Programs  
1133 15th Street N.W., Suite 1100  
Washington, D.C. 20005

If to the Beneficiary: Walker River Irrigation District  
P.O. Box 820  
Yerington, Nevada 89447  
Attn: General Manager

With a copy to: Woodburn and Wedge  
P.O. Box 2311  
Reno, Nevada 89505  
Attn: Gordon H. DePaoli, Esq.

If to the Trustee: Ticor Title of Nevada, Inc.  
5441 Kietzke Lane, Suite 100  
Reno, Nevada 89511

or to such other address or addresses as the parties shall from time to time give by notice to the other.

(11) This Deed of Trust cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

(12) Sale, transfer or conveyance of Trustor's interest in the Water Rights, or any part thereof, whether by operation of law or otherwise, without notice to the Beneficiary, shall constitute a default hereunder as provided for in the Agreement.

(13) Trustor shall promptly make, execute, acknowledge and deliver, in form and substance satisfactory to Beneficiary, all additional instruments, agreements and other documents,

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## EXHIBIT "A"

### REAL PROPERTY DESCRIPTION

#### **APN 014-201-23 and a portion of APN 014-201-25 (WRID Card No. 28102)**

All of Parcel C and that portion of Parcel A within the East one-half of the Southeast one-quarter (E1/2 SE1/4) of Section 3, Township 14 North, Range 25 East, Mount Diablo Meridian, as shown and described on the *PARCEL MAP FOR MARVIN V. AND KATHLEEN M. DYE*, recorded in the Official Records of Lyon County, Nevada, on December 1, 1994, as Document No. 177428.

Reference is made to Document No. 219676 (Parcel C) and Document No. 219683 (Parcel A), both recorded June 3, 1998, Official Records of Lyon County, Nevada.

#### **Portion of APN 014-201-04 (WRID Card No. 28103)**

The East one-half of the Northeast one-quarter (E1/2 NE1/4) of Section 10; The West one-half of the Northwest one-quarter (W1/2 NW1/4) of Section 11; All in Township 14 North, Range 25 East, Mount Diablo Meridian.

Reference is made to Document No. 221735, recorded July 29, 1998, Official Records of Lyon County, Nevada.

#### **APN 014-201-01 (WRID Card No. 28107)**

The Southwest one-quarter (SW1/4) of Section 10, Township 14 North, Range 25 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that certain piece or parcel of land situate in the County of Lyon, State of Nevada, more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest one-quarter of Section 10, Township 14 North, Range 25 East, Mount Diablo Meridian, thence South along a line parallel to the center line of U.S. Highway 95A a distance of 975 feet to the POINT OF BEGINNING; thence East at right angles to the preceding course 225 feet; thence South at right angles to the preceding course a distance of 305 feet; thence West at right angles to the preceding course a distance of 225 feet; thence North at right angles to the preceding course a distance of 305 to the POINT OF BEGINNING, containing 1.5754 acres of land, more or less.

Reference is made to Document No. 221736, recorded July 29, 1998, Official Records of Lyon County, Nevada.

**Portion of APN 014-201-25 (WRID Card No. 28108)**

That portion of Parcel A within the East one-half of the Northwest one-quarter (E1/2 NW1/4) of Section 3, Township 14 North, Range 25 East, Mount Diablo Meridian, as shown and described on the *PARCEL MAP FOR MARVIN V. AND KATHLEEN M. DYE*, recorded in the Official Records of Lyon County, Nevada, on December 1, 1994, as Document No. 177428.

Reference is made to Document No. 219683, recorded June 3, 1998, Official Records of Lyon County, Nevada.

**Portion of APN 014-191-02 (WRID Card No. 28109)**

The Northeast one-quarter (NE1/4) and the East one-half of the Northwest one-quarter (E1/2 NW1/4) of Section 9, Township 14 North, Range 25 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that certain piece or parcel of land situate in the County of Lyon, State of Nevada, more particularly described as follows:

BEGINNING at the Northeast corner of Section 9, Township 14 North, Range 25 East, M.D.M., thence South 0°20' East 674.00 feet; thence South 89°45' West 594.00 feet; thence North 0°20' West a distance of 674.00 feet to a point on the North line of the Northeast quarter of said Section 9; thence along said line North 89°45' East a distance of 594.00 feet to the POINT OF BEGINNING.

Reference is made to Document No. 219687, recorded June 3, 1998, Official Records of Lyon County, Nevada.

**APN 014-201-03 (WRID Card No. 28112)**

The West one-half of the Northwest one-quarter (W1/2 NW1/4) of Section 10, Township 14 North, Range 25 East, Mount Diablo Meridian.

Reference is made to Document No. 219689, recorded June 3, 1998, Official Records of Lyon County, Nevada.

**APN 014-181-12 (WRID Card No. 28113)**

The Southeast one-quarter (SE1/4) of Section 10; The Northeast one-quarter (NE 1/4), the Northeast one-quarter of the Southeast one-quarter (NE1/4 SE1/4), and the North one-half of the Northwest one-quarter of the Southeast one-quarter (N1/2 NW1/4 SE1/4) of Section 15; All in Township 14 North, Range 25 East, Mount Diablo Meridian.

Reference is made to Document No. 219695, recorded June 3, 1998, Official Records of Lyon County, Nevada.

**EXHIBIT "B"**

**DESCRIPTION OF WATER RIGHTS**

**APN 014-201-23 and a portion of APN 014-201-25 (WRID Card No. 28102)**

All rights, title, and interest in and to a portion of Court Claim 35, granted and adjudicated to Dickson, John, Successor to Mary E. Young, as described in the table below.

Court Claim	WRID Ref Card	Date of Priority	Decree Rights		Apportioned Storage AF
			Diversion Rate CFS	Assessed Acres	
35	28102	1881	0.240	20.000	12.830
			<b>0.24</b>	<b>20.00</b>	<b>12.830</b>

And further, as used with, associated with, and/or appurtenant to 20.00 acres within the following:

All of Parcel C and that portion of Parcel A within the East one-half of the Southeast one-quarter (E1/2 SE1/4) of Section 3, Township 14 North, Range 25 East, Mount Diablo Meridian, as shown and described on the *PARCEL MAP FOR MARVIN V. AND KATHLEEN M. DYE*, recorded in the Official Records of Lyon County, Nevada, on December 1, 1994, as Document No. 177428.

Reference is made to Document No. 219676 (Parcel C) and Document No. 219683 (Parcel A), both recorded June 3, 1998, Official Records of Lyon County, Nevada.

**Portion of APN 014-201-04 (WRID Card No. 28103)**

All rights, title, and interest in and to a portion of Court Claim 44, granted and adjudicated to Farrell, Mary Parker, Successor to John B. Gallagher, (per J.O. Parker), as described in the table below.

Court Claim	WRID Ref Card	Date of Priority	Decree Rights		Apportioned Storage AF
			Diversion Rate CFS	Assessed Acres	
44	28103	1880	0.600	50.000	29.700
		1901	0.180	15.000	11.760
			<b>0.780</b>	<b>65.00</b>	<b>41.460</b>

And further, as used with, associated with, and/or appurtenant to 65.00 acres within the following:

The East one-half of the Northeast one-quarter (E1/2 NE1/4) of Section 10; The West one-half of the Northwest one-quarter (W1/2 NW1/4) of Section 11; All in Township 14 North, Range 25 East, Mount Diablo Meridian.

Reference is made to Document No. 221735, recorded July 29, 1998, Official Records of Lyon County, Nevada.

**APN 014-201-01 (WRID Card No. 28107)**

All rights, title, and interest in and to a portion of Court Claim 23, granted and adjudicated to Conway, Estate of P. J., (Rallen Ranch), as described in the table below.

Court Claim	WRID Ref Card	Date of Priority	Decree Rights		Apportioned Storage AF
			Diversion Rate CFS	Assessed Acres	
23	28107	1887	0.390	32.500	22.390
		1894	0.090	7.500	5.700
		1900	0.120	10.000	7.840
		1906	0.120	10.000	8.320
			<b>0.720</b>	<b>60.00</b>	<b>44.250</b>

And further, as used with, associated with, and/or appurtenant to 60.00 acres within the following:

The Southwest one-quarter (SW1/4) of Section 10, Township 14 North, Range 25 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that certain piece or parcel of land situate in the County of Lyon, State of Nevada, more particularly described as follows:

COMMENCING at the Northwest corner of the Southwest one-quarter of Section 10, Township 14 North, Range 25 East, Mount Diablo Meridian, thence South along a line parallel to the center line of U.S. Highway 95A a distance of 975 feet to the POINT OF BEGINNING; thence East at right angles to the preceding course 225 feet; thence South at right angles to the preceding course a distance of 305 feet; thence West at right angles to the preceding course a distance of 225 feet; thence North at right angles to the preceding course a distance of 305 to the POINT OF BEGINNING, containing 1.5754 acres of land, more or less.

Reference is made to Document No. 221736, recorded July 29, 1998, Official Records of Lyon County, Nevada.

**Portion of APN 014-201-25 (WRID Card No. 28108)**

All rights, title, and interest in and to a portion of Court Claim 89, granted and adjudicated to Lyon County Bank (N. P. Neilson), Successors to Sarah Jane Rallens, et al, as described in the table below.

Court Claim	WRID Ref Card	Date of Priority	Decree Rights		Apportioned Storage AF
			Diversion Rate CFS	Assessed Acres	
89	28108	1874	0.400	33.600	3.169
		1880	0.110	9.550	5.673
		1891	0.110	8.930	6.578
			<b>0.620</b>	<b>51.84</b>	<b>15.420</b>

And further, as used with, associated with, and/or appurtenant to 51.84 acres within the following:

That portion of Parcel A within the East one-half of the Northwest one-quarter (E1/2 NW1/4) of Section 3, Township 14 North, Range 25 East, Mount Diablo Meridian, as shown and described on the *PARCEL MAP FOR MARVIN V. AND KATHLEEN M. DYE*, recorded in the Official Records of Lyon County, Nevada, on December 1, 1994, as Document No. 177428.

Reference is made to Document No. 219683, recorded June 3, 1998, Official Records of Lyon County, Nevada.

**Portion of APN 014-191-02 (WRID Card No. 28109)**

All rights, title, and interest in and to a portion of Court Claim 23a, also referred to as Court Claim 174, granted and adjudicated to Conway, Estate of P.J., (Warren Ranch), as described in the table below.

Court Claim	WRID Ref Card	Date of Priority	Decree Rights		Apportioned Storage AF
			Diversion Rate CFS	Assessed Acres	
23a/174	28109	1880	1.035	86.280	51.250
		1888			
		1900	1.380	115.040	90.201
			<b>2.415</b>	<b>201.32</b>	<b>141.451</b>

And further, as used with, associated with, and/or appurtenant to 201.32 acres within the following:

The Northeast one-quarter (NE1/4) and the East one-half of the Northwest one-quarter (E1/2 NW1/4) of Section 9, Township 14 North, Range 25 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that certain piece or parcel of land situate in the County of Lyon, State of Nevada, more particularly described as follows:

BEGINNING at the Northeast corner of Section 9, Township 14 North, Range 25 East, M.D.M., thence South 0°20' East 674.00 feet; thence South 89°45' West 594.00 feet; thence North 0°20' West a distance of 674.00 feet to a point on the North line of the Northeast quarter of said Section 9; thence along said line North 89°45' East a distance of 594.00 feet to the POINT OF BEGINNING.

Reference is made to Document No. 219687, recorded June 3, 1998, Official Records of Lyon County, Nevada.

**APN 014-201-03 (WRID Card No. 28112)**

All rights, title, and interest in and to a portion of Court Claim 23a, also referred to as Court Claim 174, granted and adjudicated to Conway, Estate of P. J., (Warren Ranch), as described in the table below.

Court Claim	WRID Ref Card	Date of Priority	Decree Rights		Apportioned Storage AF
			Diversion Rate CFS	Assessed Acres	
23a/174	28112	1880			
		1888	0.960	80.000	55.120
		1900			
			<b>0.960</b>	<b>80.00</b>	<b>55.120</b>

And further, as used with, associated with, and/or appurtenant to 80.00 acres within the following:

The West one-half of the Northwest one-quarter (W1/2 NW1/4) of Section 10, Township 14 North, Range 25 East, Mount Diablo Meridian.

Reference is made to Document No. 219689, recorded June 3, 1998, Official Records of Lyon County, Nevada.

**APN 014-181-12 (WRID Card No. 28113)**

All rights, title, and interest in and to a portion of Court Claim 67, granted and adjudicated to Guild, Penrose and West, Successors to John B. Gallagher (per Lena Roy), as described in the table below.

Court Claim	WRID Ref Card	Date of Priority	Decree Rights		Apportioned Storage AF
			Diversion Rate CFS	Assessed Acres	
67	28113	1877	0.860	72.000	18.820
		1896	1.100	92.000	69.510
		1904	0.050	4.000	3.690
			<b>2.010</b>	<b>168.00</b>	<b>92.020</b>

And further, as used with, associated with, and/or appurtenant to 168.00 acres within the following

The Southeast one-quarter (SE1/4) of Section 10; The Northeast one-quarter (NE 1/4), the Northeast one-quarter of the Southeast one-quarter (NE1/4 SE1/4), and

the North one-half of the Northwest one-quarter of the Southeast one-quarter (N1/2 NW1/4 SE1/4) of Section 15; All in Township 14 North, Range 25 East, Mount Diablo Meridian.

Reference is made to Document No. 219695, recorded June 3, 1998, Official Records of Lyon County, Nevada.