

143236

WHEN RECORDED MAIL TO:  
DOANE-WESTERN COMPANY  
1755 E. Plumb Lane, Suite 145  
Reno, Nevada 89502

DEED OF TRUST

THIS DEED OF TRUST, made this 22nd day of April-----, 1988 by and between Davada Development Corporation, a Nevada Corporation-----of Lyon----- County, State of Nevada, hereinafter called Trustor, and Lawyers Title Insurance Corporation-----, a corporation organized under the laws of the State of Nevada, hereinafter called the Trustee, and CONNECTICUT GENERAL LIFE INSURANCE CO. a life insurance company organized under the laws of the State of Connecticut and having its principal place of business at 900 Cottage Grove Road, Bloomfield, Ct. 06002----- hereinafter called Beneficiary.

W I T N E S S E T H:

Trustor grants, bargains, sells, conveys and confirms unto Trustee in trust with power of sales and right of entry and possession therein and thereto, all that certain real property in the County of Douglas, State of Nevada, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AND SIGNED FOR IDENTIFICATION.

To the extent that any property hereinafter described constitutes personal property not subject to this Deed of Trust, Trustor hereby grants to Beneficiary a security interest therein and in all replacements, substitutions, repairs and additions thereto whenever acquired, in accordance with the provisions of the Uniform Commercial Code of Nevada.

Trustor (Debtor's) Address is:

Davada Development Corporation  
P.O. Box 1349  
Dayton, Nevada 89403

Beneficiary (Secured Party's) Address is:

900 Cottage Grove Road  
Bloomfield, Ct. 06002

TOGETHER WITH all estate and interest, homestead or other claim, in law or in equity, which Trustor has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto and all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above-described real property, and any and all buildings and improvements now hereafter erected thereon. Such fixtures and articles of personal property, including, but without being limited to, all screens, awnings, storm windows and doors, window shades, floor coverings, shrubbery, trees, plants, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning and incinerating

*dm*

equipment and fixtures of whatsoever kind and nature, except household furniture not specifically enumerated herein are hereby declared and shall be deemed the fixtures and accessory to the freehold and a part of said realty as between the parties hereto, their heirs, legatees, devisees, executors, administrators, successors and assigns, and all persons claiming by, through or under them;

TOGETHER WITH the following described shares of stock and water right contracts, which are hereby expressly made appurtenant to the property, namely:

Certificate Numbers 10416 and 10417  
Proof Numbers 49199 and 49237

TOGETHER WITH all rights, whether evidenced by shares of stock, contracts, permits, licenses, or in any other manner, to the use of water for irrigation of the above-described property, or for stock watering or domestic purposes thereon, and to the use of any irrigation and drainage ditch, canal or pipeline, or any one or more of them, used for either or both irrigation and drainage of said property, or for the conveyance of water for stock or domestic purposes thereon, whether said rights are now owned or are hereafter acquired, every such right being hereby made appurtenant to the above-described property.

TOGETHER WITH all other rights and easements of Trustor pertaining to the use and enjoyment of the above-described property (which real property, personal property, estates, interests, homesteads, claims, easements, rights of way, tenements, hereditaments, appurtenances, fixtures, buildings, improvements, shares of stock, water right contracts, equipment and rights are hereinafter referred to as the "property").

TO HAVE AND TO HOLD the same unto the Trustee for the purpose of securing:

a. Payment of the indebtedness in the principal sum of Six Hundred Seventy Five Thousand and no/100----- Dollars (\$ --675,000.00-----), with interest thereon according to the terms of a certain promissory note of even date herewith executed by Trustor, delivered to Beneficiary and payable to its order, and any and all extensions or renewals thereof, said promissory note being hereby specifically referred to and by such references is hereby made a part of this instrument as if fully set forth herein.

b. Payment of such additional sums with interest thereon as may be loaned by Beneficiary to Trustor when evidenced by a promissory note or notes executed by Trustor.

c. Payment of all other sums with interest thereon that may become due or payable under the provisions hereof either to Trustee or Beneficiary.

d. Performance and discharge of each and every obligation, covenant and agreement of Trustor herein or in said note or notes contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor agrees to keep the buildings and other improvements now or hereafter erected upon the property in good condition and repair and to complete or restore promptly and in good condition and good workmanlike manner any building upon the property that may be damaged or destroyed thereon whether said damage or destruction be caused by

earthquake or other cause, and to pay, when due, all claims for labor performed and materials furnished in connection with the construction, restoration, reconstruction or repair of any improvement thereon; to comply with all laws affecting the property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the property in violation of any law, covenant, condition or restriction affecting the property; to do all acts which from the character or use of the property may be reasonably necessary, the specific enumeration herein not excluding the general; and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.

SECOND: Trustor will keep the buildings, whether now standing on the property or hereafter erected, continuously insured against loss or damage by fire and against such other hazards as Beneficiary, in its sole discretion, shall from time to time require in amounts approved by Beneficiary, all such insurance to be in an insurance company or companies and on terms acceptable to Beneficiary, with loss, if any, payable to Beneficiary as its interest may appear pursuant to a mortgage clause attached which shall be satisfactory to Beneficiary, and forthwith, upon the issuance of such policies, to deliver the same, and all renewals thereof, together with appropriate receipts evidencing that the premium therefore has been fully paid to Beneficiary. It is agreed that in case the buildings, machinery, or improvements on said premises are destroyed or damaged by fire or windstorm, then the Beneficiary shall have the right to apply the insurance proceeds in payment of the debt secured hereby, either in whole or in part, and whether then due or not, or to require such buildings, machinery, and improvements to be repaired or replaced, either partially or entirely, by the use of said proceeds, the unpaid portion of the loan remaining in force. Any such proceeds held by the Beneficiary for repairs or replacements shall be so held without payment or allowance of interest. In the event that Trustor does not deposit with Beneficiary a new policy or policies of insurance with evidence of payment of premium thereon at least ten days prior to the expiration of any expiring policy, then Beneficiary may procure said insurance and Trustor agrees to pay premiums thereon promptly upon demand. In the event of foreclosure of this trust deed, or other transfer of title to the property in extinguishment of the indebtedness secured hereby, all right, title and interest of Trustor in and to any insurance policies then in force concerning the property shall pass to the purchaser or beneficiary.

THIRD: The following covenants: Nos. 1, 3, 4 (interest 12.00----- %), 5, 6, 7 (counsel fee 15.00----- %), and 8 of Nevada Revised Statutes 107.030 are hereby adopted and made part of this Deed of Trust.

FOURTH: Trustor agrees that in the event that Trustor shall fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such a manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes. All sums expended by Beneficiary and Trustee for such purpose, including attorneys' fees, shall bear interest at the rate of 15.00 %---- %, and such sums, together with interest, shall be added to the principal indebtedness and shall be secured by this Deed of Trust.

FIFTH: Trustor agrees that any award of damages heretofore or hereafter made in connection with any condemnation for public use of or injury to the property, or any part thereof, and all awards of damages arising from any cause of action for injury to or damage to the property, or any part hereof, are hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in such manner and upon such terms and conditions, as it, in its sole discretion, deems appropriate or, if Beneficiary so elects, such awards shall be applied for the last maturing installment or installments of principal under the note or notes secured hereby, and Trustor agrees to execute such further assignments of any such award or damages as Beneficiary or Trustee may require.

SIXTH: Trustor shall pay all taxes levied upon the note or debt secured hereby or this instrument by the State of Nevada unless such payment shall be contrary to the laws of the State of Nevada, in which case such part of the taxes shall not exceed the amount lawfully collectible.

SEVENTH: As additional and collateral security for the payment of said note and other obligations referred to herein, Trustor assigns to Beneficiary all the rents, issues, profits and income from the property from the date of this instrument until the debt hereby secured shall be paid in full, including, but not limited to all rents, revenues, royalties, rights and benefits accruing to Trustor under all present and future oil, gas and mineral grants and leases relating to the property or any part thereof, with the right to receive the same and apply them to said note and other obligations referred to herein after default in the condition hereof.

EIGHTH: If the property, or any part thereof, is now or hereafter included in any irrigation, reclamation, drainage, conservation, road, other district, now or subsequently organized, or should any district, now or subsequently organized, increase its bonded indebtedness so that in the opinion of Beneficiary the value of the property becomes inadequate as security for the indebtedness hereby secured, Beneficiary being the sole and only judge of such inadequacy, then Beneficiary shall be entitled at its option to call upon Trustor either to reduce the unpaid balance of the indebtedness as required by Beneficiary, or to furnish additional security satisfactory to Beneficiary, and in the event that Trustor shall fail or refuse to meet any such requirement for sixty (60) days after written notice so to do has been given Trustor by Beneficiary, Beneficiary may, at its option, and without further notice to or demand on Trustor, declare the note or notes hereby secured due and payable, and may proceed to have the property, or any part thereof, sold in accordance with the terms of this instrument.

NINTH: Trustor hereby grants, assigns, transfers and sets over unto Trustee, for the uses and purposes herein set forth, all right, title and interest in and to all leases, permits, allotments or licenses, and all renewals and extensions thereof, covering lands or privileges now or hereafter used in conjunction with the fee-owned property hereinabove described, including but not limited to the following:

NONE

together with all rights, title and interest in and to all buildings, structures, fences, pumps, pumping equipment, pipes,



pipelines, wells, tanks, dams, reservoirs, and other improvements of every nature and description now or hereafter located on the lands covered by such leases, permits, allotments or licenses, and all water and water rights located thereon or appurtenant thereto. Trustor covenants that he is the lawful owner and holder of the leases, permits, allotments and/or licenses hereinabove specifically described and that the same are free from encumbrance and have not been assigned; that he will procure renewals or extensions thereof and of all other leases, permits, allotments or licenses now or hereafter held by Trustor as aforesaid, upon or prior to the respective expiration dates thereof and will execute any instrument deemed by Beneficiary necessary to effect an assignment or waiver of such renewals or extensions for its benefit hereunder; that he will pay all rents and other charges and do all acts and things necessary to preserve and keep in good standing all said leases, permits, allotments or licenses and any renewals or extensions thereof; that he will take no action which would adversely affect any of his right or his preference status thereunder and that in the event of the exercise of the power of sale hereunder or the foreclosure of this Deed of Trust as a mortgage, as herein provided, he will waive all claims for preference in any such rights upon demand by the purchaser of the property or any successor to such purchaser; that the lands covered by said lease, permits, allotments or licenses, and renewals or extensions thereof, shall at all times be operated in conjunction with the property and neither shall be transferred to any other person separately from the other; and, in case of failure of Trustor to pay any of the rents or other charges payable under the terms of any said leases, permits, allotments or licenses, Trustee or Beneficiary may at its option, make payment thereof and any amount so paid, with interest thereon at the annual rate of fifteen----- percent (--15.00-----), shall be part of the principal debt and shall be secured by this Deed of Trust and shall be a lien on the property.

TENTH: As further security for the sums secured hereby, Trustor assigns to Beneficiary all present and future leases of space in the property. Trustor shall perform every obligation of the lessor and shall enforce every obligation of the lessee in every lease that is assigned to Beneficiary or any tenancy in which the rents are assigned to Beneficiary and shall not modify, alter, waive or cancel any such lease or any part thereof, nor anticipate for more than one month any rents that may be collectible under such lease or that may have been assigned to Beneficiary and shall not assign any such lease or any such rents.

ELEVENTH: After Beneficiary has recorded a notice of breach of any obligation hereunder, a receiver may be appointed for the property.

TWELFTH: Beneficiary or his assigns may, from time to time, appoint a successor or a substitute to any Trustee or to any successor or substitute of any Trustee, and upon such appointment, such successor or substitute shall thereupon hold and possess all the title, rights, and powers herein conferred on Trustee and such successor or substitute's conveyance shall be equally valid and effective as that of the herein named Trustee. An instrument of appointment executed and acknowledged by Beneficiary (or by an officer of Beneficiary, if Beneficiary is a corporation) shall be conclusive proof of the property appointment of such successor or substitute Trustee. If there be more than one Trustee, either may act alone and execute any documents and do any acts or thing upon the request of Beneficiary, and all his acts thereunder shall

be deemed to be the acts of all Trustees, and the recital in any conveyance executed by acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such request shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

THIRTEENTH: The rights and remedies hereby granted to Trustee and/or Beneficiary shall not exclude any other rights or remedies granted by law and all rights or remedies granted hereunder or by law shall be concurrent and cumulative; that the trust created hereby are irrevocable by Trustor; and that the provisions of this instrument apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

FOURTEENTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of Covenants Nos. 6 and 7 of Nevada Revised Statutes 107.030 hereinabove adopted by reference to the obligation or obligations hereby secured.

FIFTEENTH: If at any time Trustor shall be unable to qualify under Federal or State regulations to continue the use of any grazing permits, licenses or leases on the property existing at the time the loan was made, causing such grazing permits, licenses or leases to be cancelled or reduced, the Beneficiary at its option may require payment of its loan in whole or in part.

SIXTEENTH: Trustor understands and agrees that Beneficiary, in making the advance(s) for which this Deed of Trust is security, has investigated and is relying upon the quality of husbandry utilized upon the premises described herein, upon the agricultural farming skills of Trustor, and upon information furnished by certain third parties whom Beneficiary has contracted regarding the financial condition and farming skills of Trustor. Accordingly, Trustor covenants and agrees that in the event of the sale or other disposition of the property described herein, Beneficiary or any holder of the Note secured hereby shall have the right, at its option, to require that the principal amount of the indebtedness secured hereby be reduced to seventy-five (75%) of the principal amount disbursed, exclusive of any required payments on principal for release of security, insurance losses or condemnation awards. In the event of the exercise of such option by Beneficiary and in the event Trustor or Trustor's successors or assigns shall fail or neglect promptly to make such payments as are necessary to so reduce said principal, Beneficiary shall have the right at its option, immediately and without further notice, to declare the entire indebtedness secured or to be secured by this Deed of Trust to be immediately due and payable and to foreclose or to exercise any other rights or remedies which Beneficiary shall have in the premises. Failure of the Beneficiary to exercise this option shall not be deemed a waiver of this option as to any subsequent sale or other disposition of the property hereinabove described or referred to herein.

SEVENTEENTH: Trustor upon request of Beneficiary shall furnish Beneficiary with receipts showing payment of all taxes and assessments affecting the property within thirty (30) days after the due date on which such taxes or assessments are required to be paid without become delinquent.

EIGHTEENTH: If Trustor defaults in its performance under this instrument or under any instrument for which the property is security or if Trustor institutes or is subjected to any bankruptcy, reorganization, receivership or other

TWENTY SEVENTH: In no event shall the interest, estate or rights of Trustor merge with any interest, estate or rights of Trustee in or to the property, notwithstanding that any such interest, estates or rights shall at any time or times be held by or vested in the same person, corporation or other entity.

TWENTY EIGHTH: Trustor agrees:

a. To preserve and protect all water and water rights appurtenant to the property; not to abandon any water or water rights; not to fail to use the water for beneficial purposes for which the right to use exists for any five successive years so as to forfeit any rights; not to convey or assign any water rights; not to change the place of use away from the property.

b. To proceed with, and complete, any proposed or pending application for water, to commence work, complete work, and make beneficial use of water and file proof, thereof at the time and in the manner required by law.

c. To protest any adverse application for water and to notify the Beneficiary in writing of any application for water made by any person for water from or affecting the property.

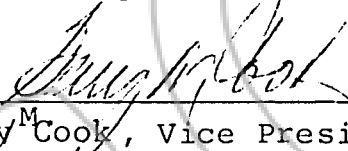
d. To furnish one copy of all existing and future documents pertaining to the water, to the Beneficiary.

TWENTY NINTH: This instrument shall be governed by and construed according to the laws of the State of Nevada.

THIRTIETH: Paragraphs 31 through 31.05 of the Deed of Trust are in the Addendum to the Deed of Trust attached hereto and made a part hereof and signed for identification.

IN WITNESS WHEREOF, Trustor has hereunto set his had the date and year first above written.

DAVADA DEVELOPMENT CORPORATION  
a Nevada Corporation

By:   
Gary M. Cook, Vice President

By: \_\_\_\_\_

STATE OF NEVADA,

County of Washoe } ss.

On June 23, 1988

DATE personally appeared before me,

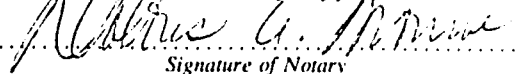
a Notary Public (or judge or other officer, as the case may be),

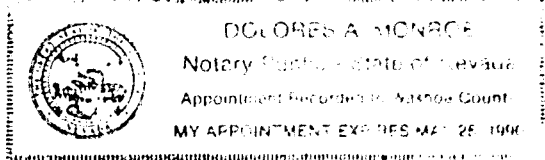
GARY M. COOK

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office

in the County of Washoe the day and year in this certificate first above written.

  
Signature of Notary



MORRILL AND MACHABEE, INC. FORM NO. 36 M (ACKNOWLEDGMENT GENERAL)

proceeding in relation to creditors, Beneficiary shall be entitled to the same remedies set forth in Covenant No. 6 hereinabove adopted by reference.

NINETEENTH: Any default under any instrument for which the property is security shall constitute a default hereunder.

TWENTIETH: If Beneficiary or Trustee, or both, become parties to any action to enjoin foreclosure, or other legal proceedings instituted by Trustor or by any third party, or if Trustor institutes or is subjected to any bankruptcy, reorganization, receivership or other proceedings in relation to creditors, then all attorneys' fees and costs incurred by Beneficiary or Trustee, or both, shall be a charge against the property, and shall immediately be paid by Trustor upon demand, and if not paid, shall be recovered from property.

TWENTY-FIRST: The acceptance of any late or timely payment, or partial payment, shall not constitute a waiver of any other right, or cure of any other existing or future default or breach of covenant and shall not preclude Beneficiary from enforcing all remedies with respect to such other default or breach, nor shall it waive Beneficiary's right to require prompt payment when due of all remaining payments.

TWENTY SECOND: Extension of the time for payment or modification of amortization of the sums secured by this instrument granted by Beneficiary to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor and Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against the successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this instrument by reason of any demand made by the original Trustor and Trustor's successors in interest.

TWENTY THIRD: Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this instrument.

TWENTY FOURTH: Trustor, within ten (10) days after written request of Trustee or Beneficiary, shall furnish a signed statement in writing, duly acknowledged, of the amount then due or outstanding hereunder and whether or not any offsets or defenses exist against the mortgage debt, and if so, specifying such offsets and defenses.

TWENTY FIFTH: Trustor warrants that Trustor is the owner of good and marketable fee simple title in and to the property, subject only to those items set forth above.

TWENTY SIXTH: Any notice or demand which any party shall desire or be required to service on any other party shall be delivered by registered or certified mail and such service shall be deemed complete on the third business day after the same is deposited in a United States Post Office in a securely sealed envelope with postage prepaid addressed to such other party at the address set forth above or such other address as such other party may hereafter designate in writing in the manner provided in this Article.



ADDENDUM TO DEED OF TRUST

DAVADA DEVELOPMENT CORPORATION  
A NEVADA CORPORATION

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

31.00. Trustor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Trustor is, and as to portions of the Collateral to be acquired after the date hereof will be, free from any adverse lien, security interest, encumbrances or adverse claims thereon of any kind whatsoever. Trustor will notify Beneficiary of, and will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Trustor will not lease, sell, convey or in any manner transfer the Collateral without the prior written consent of Beneficiary.

(c) The Collateral is not used or bought for personal, family or household purposes.

(d) The Collateral will be kept on or at the Property subject to this Deed of Trust (the Property) and Trustor will not remove the Collateral from the Property without the prior written consent of Beneficiary, except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replace by Trustor.

(e) Trustor maintains a place of business in the State of Nevada and Trustor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

(f) At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Nevada in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

(g) All covenants and obligations of Trustor contained herein relating to the Property shall be deemed to apply to the Collateral whether or not expressly referred to herein.

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(h) This Deed of Trust constitutes a Security Agreement as that term is used in the Uniform Commercial Code of Nevada.

(i) A default under the Deed of Trust shall entitle Beneficiary to remedies of a secured party under the Nevada Uniform Commercial Code. Expenses of retaking, holding and preparing the sale, selling, or the like, of the Collateral shall include Beneficiary's reasonable attorneys' fees and legal expenses.

31.01. Except as herein after noted under paragraph 31.04, Trustor covenants and agrees that in the event the real property subject to the Deed of Trust, or any interest therein, or any part thereof, is sold, agreed to be sold, conveyed or alienated by Trustor, or by operation of law or otherwise (except the death of a Trustor), or becomes subject to a contract of sale, then all obligations secured by the Deed of Trust irrespective of the maturity dates at the option of the Beneficiary and without notice or demand, shall immediately become due and payable. Beneficiary shall not waive its right to accelerate after receipt of knowledge of a prohibited occurrence by accepting a payment or failing to exercise its rights. There will be no prepayment fee in the event Beneficiary accelerates its indebtedness.

31.02. There are to be no Junior liens, without the express written consent of the Beneficiary.

31.03 Trustor also assigns to beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default, authorizing beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

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31.04 Trustor and Beneficiary agree to the following provisions for partial releases of the real property after final maps have been recorded and the utilities, streets and gutters have been installed.

(a) Principal paid on normal installment dates shall not be applied toward any proposed releases.

(b) Principal paid on releases shall not reduce the amount of principal to be paid on each semi-annual installment.

(c) Any release must have a minimum of \$50,000.00 in principal paid plus the accrued interest on the principal being repaid.

(d) The property described in that certain final map approved by the Douglas County Planning Commission on \_\_\_\_\_ and describing 50 lots that shall be released upon payment of a \$50,000.00 principal reduction together with accrued interest thereon.

(e) The Principal reduction required for the release subsequent lots and acreage parcels shall be:

1. 1/3 acre lots - principal reduction of \$3,000 per lot
2. 1/2 acre lots - principal reduction of \$3,000 per lot
3. Acreage Parcels - principal reduction of \$2,000 per acre

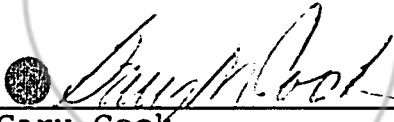
At the time of the start of the first phase and when an original group of lots are bonded for completion, or the work has actually been completed to the Satisfaction of Douglas County, Connecticut General Life Insurance Company will release up to 50 lots for \$1,000.00 per lot.

(f) All release requests will be accompanied by a payment of a \$1,000.00 processing fee.

(g) All releases shall be confined to lots within a designated block or County approved phase of the development with legal and physical access to public roads provided for the security remaining.

31.05 Buyer will pay all taxes caused by converting this property from agricultural use.

DAVADA DEVELOPMENT CORPORATION

By:   
Gary Cook

181299

BURN 688 PAGE 4780

EXHIBIT "A"

PARCEL NO. 1:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that portion of the Northwest 1/4 of Section 33, Township 14 North, Range 20 East, M. D. B. & M., lying southerly of the southerly right of way line of Stephanie Lane as described in the deed to the County of Douglas, dated June 27, 1984 and recorded August 2, 1984, in Book 884 of Official Records, Page 213, Douglas County, Nevada, as Document No. 104488.

EXCEPTING THEREFROM that portion lying within Vicky Drive.

A.P.N. 21-090-10

PARCEL NO. 2:

Being the North 1/2 of the Southwest 1/4 of Section 33, Township 14 North, Range 20 East, M. D. B. & M.

EXCEPTING therefrom any portion lying within Vicky Lane

A.P.N. 21-290-50

PARCEL NO. 3:

All that portion of the Northwest 1/4 of Section 33, Township 14 North, Range 20 East, M. D. B. & M., lying northerly of the northerly right of way line of Stephanie Lane as described in the deed to the County of Douglas dated June 27, 1984 and recorded August 2, 1984, in Book 884 of Official Records, Page 213, Douglas County, Nevada, as Document No. 104488.

EXCEPTING THEREFROM that portion lying within Vicky Drive.

ALSO EXCEPTING THEREFROM that portion lying within that portion deeded to the County of Douglas in that certain Deed recorded August 2, 1984, in Book 884 of Official Records, Douglas County, Nevada, as Document No. 104488.

ALSO EXCEPTING THEREFROM that portion described in the Deed to HARRY FLODMAN, et ux, recorded March 3, 1966, in Book 38, Page 369, Official Records of Douglas County, Nevada.

ALSO EXCEPTING THEREFROM that portion described in the Deed to L.C. Barone, et ux, recorded December 10, 1968, in Book 63, Page 662, Official Records of Douglas County, Nevada, and that portion described in the Grant Deed to adjust boundary to D. C. Barone, et ux, recorded July 30, 1985, in Book 785 of Official Records, at Page 2342, Douglas County, Nevada, as Document No. 120755.

This is page one of two pages of Exhibit "A" and is part of the foregoing instrument.

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BOOK 688 PAGE 4781

  
GC

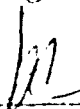


EXHIBIT "A"

FURNIER EXCEPTING HEREFROM parcels 2 and 3 of that certain Parcel Map for Nevada Carson, Inc., which map recorded on May 7, 1989, in Book 585 of Official Records, at Page 538, Douglas County, Nevada, as Document No. 116950.

- A.P.N.'S 21-090-06
- 21-090-07
- 21-090-15
- 21-090-14
- 21-090-09

This is page two of two pages of Exhibit "A" and is part of the foregoing instrument.


  
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COPY

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
 COUNTY CLERK'S OFFICE  
 DOUGLAS COUNTY, NEVADA

'88 JUN 30 P3:19

FRANÇOISE BEAUDREAU  
CLERK

PAID  DEPUTY  
 BOOK 688 PAGE 4782

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