

A.P. 01-100-37, 01-100-49, 01-100-48, 01-100-47

ASSIGNMENT OF RIGHTS

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the William Cody Kelly Trust U/A dated 12/12/62 as amended (the "Trust") does hereby irrevocably assign to Cielo LLC ("Cielo") all of its rights under that certain*Stipulation and Order for Settlement (the "Order") in Case No. CV-N-90-469-HDM dated as of April 13, 1993 entered in the United States District Court, District of Nevada (collectively, the "Rights"). The Trust, for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Cielo, the Trust will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably requested by Cielo in order to enforce any of the Rights or to effect the assignment contained in this Assignment of Rights (the "Assignment"), or any subsequent assignment of the Rights by Cielo, as determined or requested by Cielo in its sole discretion. Cielo agrees to reimburse the Trust for any reasonable out-of-pocket costs reasonably incurred by it in connection with any such written request by Cielo.

***SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

This Assignment of Rights shall be effective as of the date and upon the Closing of Escrow No. 2000-24056-KJP of First American Title Company of Nevada at 195 Hwy 50, Suite 202, Zephyr Cove, Nevada 89448 in connection with the sale by the Trust and the purchase by Cielo of real property commonly known as Lots 34, 35, 36 and 37 on South Point Place, Uppaway Estates, Nevada 89413, and shall be delivered, together with other documents evidencing the purchase, by First American to Cielo at said Closing.

This Assignment is executed and delivered by the Trust as of March 8, 2000.

WILLIAM CODY KELLY TRUST
DATED 12/12/62 AS AMENDED

By Patrick L. Kelly, Trustee
Patrick L. Kelly, Trustee

Subscribed and sworn to before me, this 8 day of March, 2000.

ISAAC PITSON
Notary Public, State of New Jersey
No. 2076989
Qualified in Bergen County
Notary Public Commission Expires March 19, 2001
Isaac Pitson 3/8/00

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5 Telephone : (702) 348-7011

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9 Post Office Box 281
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1 Bar No: 001244
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3 Attorneys for Plaintiff/
4 Counterdefendant
5 WILLIAM CODY KELLY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

• • •

14 WILLIAM CODY KELLY, individually,
15 and as Trustee, Under Trust Dated
16 December 12, 1962,

17 Plaintiff,

18 vs.

19 WILLIAM C. CAHILL, SHIRLEY CAHILL,
20 UPPAWAY ESTATES, INC., a Nevada
21 corporation, DOES I through L,
22 BLACK CORPORATIONS I through X,
23 PARTNERSHIPS, JOINT VENTURES AND
24 TRUSTS I through XXV,

25 Defendants.

CASE NO. CV-N-90-469-HDM

STIPULATION AND ORDER
FOR SETTLEMENT

26 AND ALL OTHER RELATED MATTERS

27 It is hereby stipulated by and among the parties hereto,
28 through their respective counsel, that the above-entitled action be
29 resolved as follows:

FILED
MAY 21 1990
U.S. DISTRICT COURT
RENO, NEVADA

RECEIVED

BY _____ DEPUTY
CLERK U.S. DISTRICT COURT
DISTRICT OF NEVADA

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1 1. Uppaway Development Company ("UDC") will pay to Uppaway
2 Estates, Inc. ("UEI"), regular assessments, plus late fees and
3 interest, on Lots 9 and 10 from August 2, 1990 to April 2, 1993, in
4 the amount of THREE THOUSAND, NINE HUNDRED FOURTEEN DOLLARS and
5 67/100 (\$3,914.67) each, for a total of SEVEN THOUSAND, EIGHT
6 HUNDRED TWENTY-NINE and 34/100 DOLLARS (\$7,829.34), and will pay
7 all regular and special assessments uniformly assessed against all
8 lot owners subsequent to April 2, 1993, except, UDC will not pay
9 any assessments for any attorneys' fees, costs or disbursements as
10 a result of this litigation.

11 2. The William Cody Kelly Trust ("KELLY TRUST") will pay to
12 UEI regular assessments, plus late fees and interest, on Lots 35
13 and 36 from August 2, 1990 to April 2, 1993, in the amount of THREE
14 THOUSAND, NINE HUNDRED FOURTEEN DOLLARS and 67/100 (\$3,914.67)
15 each, for a total of SEVEN THOUSAND, EIGHT HUNDRED TWENTY-NINE and
16 34/100 DOLLARS (\$7,829.34), and will pay all regular and special
17 assessments uniformly assessed against all lot owners subsequent to
18 April 2, 1993, except; KELLY TRUST will not pay any assessments for
19 any attorneys' fees, costs or disbursements as a result of this
20 litigation.

21 3. The KELLY TRUST will pay to UEI regular assessments, plus
22 late fees and interest, on Lots 33, 34, 37, 38 and 39 from August
23 2, 1990 to April 2, 1993, in the amount of NINETEEN THOUSAND, FIVE
24 HUNDRED SEVENTY-THREE and 32/100 DOLLARS (\$19,573.32). All future
25 assessments attributed to said lots will be abated until such time
26 as each of said lots becomes fully buildable or saleable under TRPA
27 and Douglas County ordinance, rules and regulations at which time
28 as to each said saleable or buildable lot, the KELLY TRUST will pay

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1 to UEI all applicable regular and special assessments,
2 retroactively, without interest or penalty. Thereafter, the KELLY
3 TRUST will pay all future regular and special assessments on all
4 such saleable or buildable lots and will be subject to all future
5 interest and penalties for late payments just as any lot owner.
6 All future assessments on permanently unbuildable, eliminated or
7 vacated lots will be waived by Homeowners. KELLY TRUST will not
8 pay any special assessments for any attorneys' fees, costs or
9 disbursements as a result of this litigation.

10 4. The sum of TEN THOUSAND, SEVEN HUNDRED FIFTY-TWO DOLLARS
11 (\$10,752.00) shall be paid to WILLIAM CODY KELLY, individually and
12 as Trustee of the William Cody Kelly Trust, by State Farm Fire and
13 Casualty Company on behalf of William C. Cahill and Shirley Cahill.

14 5. KELLY TRUST and UDC will approve, ratify and confirm
15 Homeowners CC&R's, Articles and Bylaws filed and/or recorded on or
16 about August 2, 1990.

17 6. UEI will ratify and/or approve the relocation of Lots 9
18 and 10 to the north per prior UEI approvals per the sketch attached
19 hereto and incorporated by reference herein as Exhibit A.

20 7. UEI will approve the relocation or reconfiguration of
21 lots 33-39 and to be built out wherever on the hilltop where KELLY
22 TRUST may reasonably relocate them on the hilltop. KELLY TRUST may
23 eliminate and vacate one, two or three hilltop lots without penalty
24 and may merge, rearrange and reconfigure land coverage at its
25 discretion as long as no more than three of the seven hilltop lots
26 are eliminated. Any relocation is to be at the sole cost and
27 expense of the KELLY TRUST.

28 8. UEI will cede to KELLY TRUST land coverage for sixteen

1 parking spaces (3200 sq. ft.) from parts of the upper parking lot.
2 Any cost associated with redesign, reconfiguration, reforestation
3 and rebuilding the upper parking lot will be borne exclusively by
4 KELLY TRUST, upon prior approval of UEI as to construction plans
5 and specifications. UEI will develop a program within one (1) year
6 for the analysis, location and determination of excess land
7 coverage within Uppaway Estates, and a procedure and proposal for
8 sale of excess coverage to lot owners. All lot owners, including
9 the KELLY TRUST and UDC, who need land coverage shall be entitled
10 to apply to UEI for purchase of excess land coverage.

11 9. UEI will allow KELLY TRUST to develop and sell four to
12 seven hilltop lots (Lots 33-39).

13 10. UEI will rescind the Notice of Reservation of Easement
14 against Lot 37, recorded July 27, 1990, as Document No. 231164.

15 11. UEI agrees to approve 150 foot exclusive easements and
16 configuration changes for the KELLY TRUST lots and for the two UDC
17 lots as customarily granted, consistent with the rules, custom,
18 pattern and practice previously established by UEI.

19 12. The KELLY TRUST will convey meanderline property, any
20 other land remnants, and pier to UEI.

21 13. UEI will remove any and all liens and/or encumbrances
22 recorded against Lots 9, 10, 33, 34, 35, 36, 37, 38 and 39.

23 14. William C. Cahill and William Cody Kelly will resign from
24 and will not serve on UEI's Board of Directors for five (5) years,
25 ending July 31, 1998.

26 15. William Cody Kelly and UDC hereby ratify and confirm the
27 Cahill easement recorded on or about January 20, 1988 and re-
28 recorded on or about April 14, 1989.

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1 16. UEI and the KELLY TRUST agree to cooperate to find
2 another location on the hilltop outside of any future 150 foot
3 exclusive easement area to relocate the lookout platform with
4 reasonable access, said costs of relocation and reconstruction to
5 be paid for by special assessment pro rata against all lot owners
6 including UDC lots 9 and 10 and KELLY TRUST lots 35 and 36, and
7 lots 33, 34, 37, 38 and 39 at such time as the latter become
8 buildable and saleable as aforementioned.

9 17. UEI, the KELLY TRUST and UDC agree that the mutual
10 promises and guarantees herein may be enforced for the benefit of
11 the future lot owners and will be binding on future lot owners.

12 18. All parties agree that any and all claims known or
13 unknown between the parties are released; that this matter (Case
14 No. CV-N-90-469-HDM) shall be dismissed with prejudice; and that
15 each party will bear its own attorneys' fees and costs.

16 19. The parties agree to execute that documentation necessary
17 to accomplish that which is contained above.

18
19 DATED this 13th day of April, 1993.

20
21 William Cody Kelly
22 WILLIAM CODY KELLY, Individually

William Cody Kelly, Trustee
WILLIAM CODY KELLY, Trustee
Under Trust Dated December 12,
1962

23
24 UPPAWAY DEVELOPMENT COMPANY

25
26 By: William Michael Kelly, President

1 LAW OFFICES OF THOMAS J. HALL

VARGAS & BARILETTI

2
3
4 By: [Signature]

THOMAS J. HALL, ESQ.
305 South Arlington Avenue
Reno, Nevada 89501
Attorney for Uppaway
Development Company and
the William Cody Kelly Trust

By: [Signature]

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Cody Kelly

8 LIONEL SAWYER & COLLINS

GEORGESON, McQUAID, THOMPSON
& ANGARAN, P.C.

9
10 By: [Signature]

DAN C. BOWEN, ESQ.
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Attorney for Uppaway Estates, Inc.

By: [Signature]

ROBERT A. McQUAID, JR., ESQ.
100 West Grove Street, #500
Reno, Nevada 89505
Attorney for William C.
Cahill and Shirley Cahill

14
15 [Signature] [Signature]
WILLIAM C. CAHILL SHIRLEY CAHILL

17 UPPAWAY ESTATES, INC.

18
19 By: [Signature], PRESIDENT

21 IT IS SO ORDERED.

22 DATED: April 26, 1993.

24
25 [Signature]
HOWARD D. McKIBBEN
UNITED STATES DISTRICT JUDGE

VICINITY MAP
1"=200'

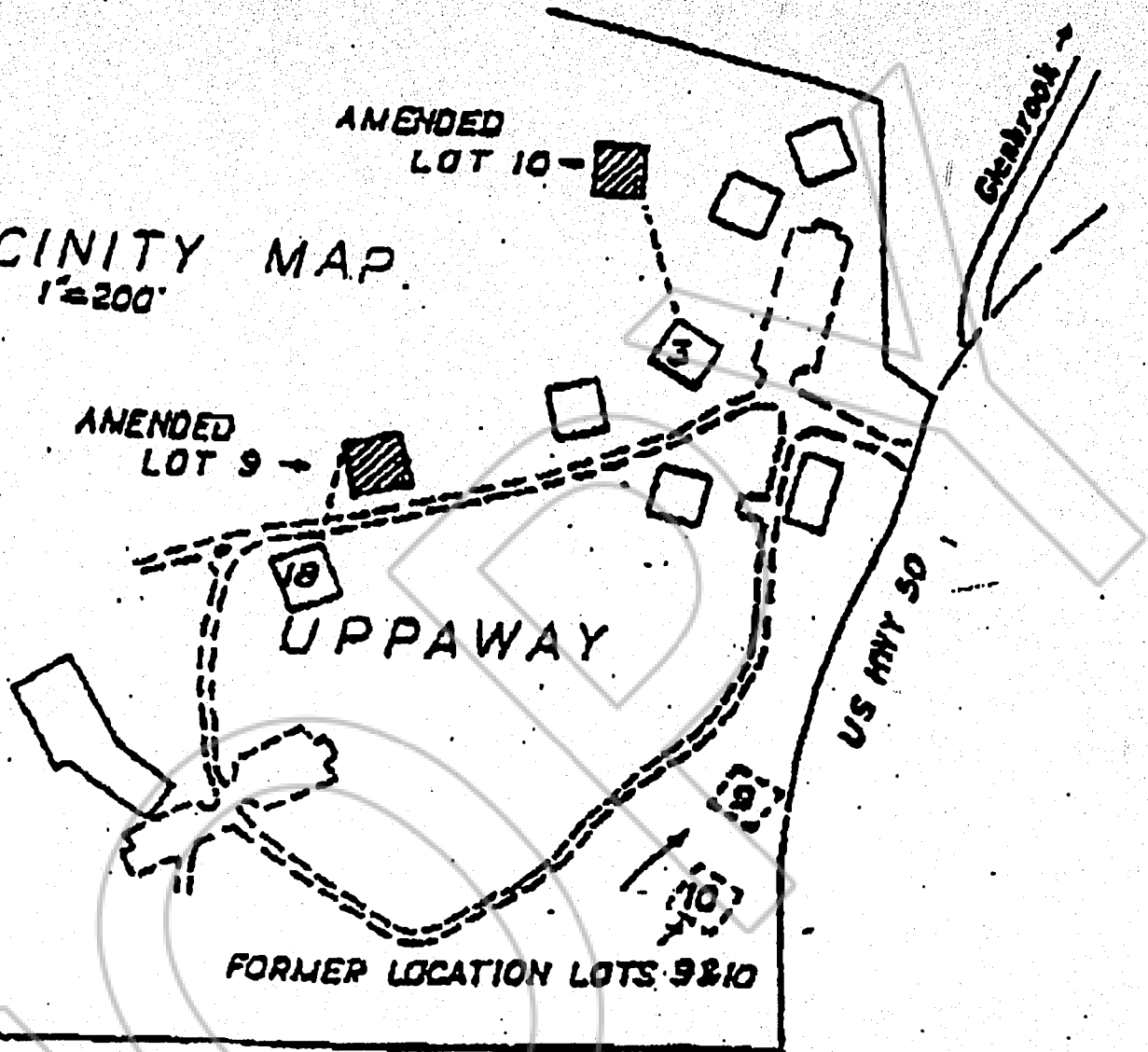


EXHIBIT A

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 MAR 15 AM 11:24

LINDA SLATER
RECORDER

\$14⁰⁰ PAID *LB* DEPUTY

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TOTAL P. 06

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