

A.P. 07-100-01

When Recorded Return To:

Brian D. Cunningham, Esq.
SNELL & WILMER, L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPENSE OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT. IF ANY LOSS OF TITLE TO ANY REAL PROPERTY DESCRIBED HEREIN, FIRST AMERICAN TITLE COMPANY OF NEVADA

ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT ("Agreement") is made as of April 5, 2000, between **TAHOE STAPLES LLC**, an Idaho limited liability company, whose mailing address is 8645 W. Franklin Road, Boise, Idaho 83709 ("**Debtor**") and **BANK ONE, ARIZONA, NA**, a national banking association ("**Secured Party**") whose mailing address is at Western Region Real Estate, Mail Code AZ1-1328, 201 North Central Avenue, Phoenix, Arizona 85004

RECITALS

- A. Debtor has purchased certain real property in South Lake Tahoe, California, which property is more particularly described on Exhibit A hereto (the "**Tahoe Staples Property**").
- B. Secured Party has previously extended to Debtor a loan to facilitate the purchase of such Tahoe Staples Property and the construction of certain improvements thereon in the maximum principal amount of \$3,590,000.00. The loan is governed by that certain Loan Agreement, dated as of November 18, 1999 (as amended and modified from time to time, the "**Loan Agreement**"), evidenced by that certain Promissory Note dated November 18, 1999 (as amended and modified from time to time, the "**Note**") and secured by, among other things, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated November 18, 1999 (as amended and modified from time to time, the "**Deed of Trust**"), which creates a lien and security interest in favor of Secured Party with respect to the Property and certain personal property related thereto. Initially capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings defined in the Loan Agreement.
- C. Falcon Capital, LLC, a Wyoming limited liability company ("**Falcon Capital**") is the owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as Assessor's Parcel No. 07-100-01, which property is more particularly described on Exhibit B hereto (the "**Falcon Capital Property**").
- D. Appurtenant to the Falcon Capital Property are various rights and entitlements, including certain Residential Units of Use and associated floor area as recognized by the Tahoe Regional Planning Agency and as defined in the TRPA Code of Ordinances (as amended and modified from time to time, the "**Code**"). The Code provides for the conversion of such residential units and floor area to commercial floor area, as such term is defined in the Code, subject to certain conditions and limitations contained in the Code.
- E. Pursuant to that certain Agreement for Purchase and Sale of Commercial Floor Area, by and between Debtor and Falcon Capital, dated as of February 16, 2000, as amended by that certain Amendment to Agreement for Purchase and Sale of Commercial Floor Area and Escrow Instructions, dated April 5, 2000 and together with that certain Memorandum of Agreement and Power of Attorney Regarding Transfer of Residential Units of Use, dated April 5, 2000 (collectively, the "**Purchase Agreement**"), Debtor has agreed to purchase from Falcon Capital, 23 Residential Units of Use, the equivalent of approximately 19,100 square feet of commercial floor area, which is appurtenant to the Falcon Capital Property (the "**Residential Units of Use**"), which Residential Units of Use will subsequently be transferred to the Tahoe Staples Property and

thereafter converted into commercial floor area. Prior to such transfer and conversion, the Residential Units of Use will remain "banked" with respect to the Falcon Capital Property on the accounting records of the Tahoe Regional Planning Agency.

F. As a condition precedent to the funding of additional advances of the proceeds of the Loan by Secured Party under the Loan Agreement, Secured Party has required, as security for the performance of Debtor's obligations under the Loan Documents (as defined in the Loan Agreement), that Debtor execute and deliver to Secured Party this Assignment and Security Agreement.

NOW, THEREFORE, with reference to the foregoing Recitals, all of which are incorporated herein by this reference, and in order to induce Secured Party to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Recitals. Debtor hereby acknowledges the accuracy of the Recitals which are incorporated herein by reference.

2. Agreement; Security Interest. As additional security for the Obligations (hereinafter defined), Debtor hereby assigns, conveys and transfers to Secured Party, and grants to Secured Party a first priority security interest in and to, all of the following (collectively, the "Collateral"):

(a) All of Debtor's right, title and interest now owned or hereafter acquired in the Twenty-Three (23) Residential Units of Use purchased by Debtor from Falcon Capital pursuant to the Purchase Agreement, including any and all additions thereto, substitutions therefor, changes in, or replacements of the same, including any conversion of such Residential Units to any commercial floor area or associated units;

(b) All of Debtor's right, title and interest in, to and under the Purchase Agreement. However, it is expressly understood and agreed by Debtor, and Falcon Capital, by its execution of the attached Consent to Assignment, that Secured Party does not hereby assume any of Debtor's obligations or duties concerning the Purchase Agreement, unless and until Secured Party exercises its rights hereunder and under the Purchase Agreement;

(c) All rights of Debtor (i) to make any claim for, enforce, perform, collect, receive and receipt for any and all rights under the Purchase Agreement; (ii) to do any and all things which Debtor is or may become entitled to do under the Purchase Agreement and (iii) and upon any default hereunder or under the Loan Documents, to make all waivers and agreements, give all notices, consents and releases and other instruments and do any and all other things whatsoever which Debtor is or may become entitled to do under or in connection with the Purchase Agreement; and

(d) All proceeds of the foregoing together with all additions thereto, substitutions therefor, changes in, or replacements of the foregoing.

3. Obligations. The following obligations (collectively the "Obligations") shall be secured hereby:

(a) Payment of indebtedness in the total aggregate amount of up to \$3,590,000.00, with interest thereon, evidenced by the Note;

(b) Performance of each and every obligation of Debtor contained in the Loan Documents;

(c) Compliance with and performance of each and every provision of any agreement, document or instrument by which the Collateral is bound or may be affected; and

(d) All other indebtedness, liabilities, or obligations of Debtor, Debtor, or any of them to Secured Party, of any nature whatsoever, whether now existing or hereafter created, whether direct or indirect or secondary, and any and all modifications, extensions or renewals thereof, including, without limitation, sums owed under any other instrument evidencing, securing or in any way concerning the debt evidenced by the Note.

4. Actions by Secured Party Secured Party shall not exercise its rights under this Agreement until the occurrence and continuation of a default hereunder or an Event of Default under the Loan Documents (as defined in the Loan Agreement). Upon the occurrence of such an Event of Default, Secured Party may, at its option exercise one or more of the following rights and remedies:

(a) Declare the Obligations to be immediately due and payable;

(b) Upon notice to Falcon Capital, take all actions with respect to the Residential Units including the conversion of the same to commercial floor units and the transfer of the same to the Tahoe Staples Property without further consent or agreement of Debtor;

(b) Commence foreclosure and sale proceedings with regard to the Collateral in accordance with applicable law and/or give any notice or notification required by the Uniform Commercial Code in California or Nevada, as applicable, by mailing such notice, postage prepaid, to Debtor's address of its chief place of business as it appears in the Loan Agreement, with such notice or notification mailed to Debtor at least ten (10) business days before the date of public sale of the property hereby assigned or the date after which private sale or any other intended disposition of such collateral will take place constituting reasonable notice; or

(c) Demand, receive and enforce Debtor's rights with respect to the Purchase Agreement (and Debtor hereby irrevocably constitutes and appoints Secured Party as its attorney-in-fact, which power is coupled with an interest and is irrevocable), to give appropriate receipts, releases and satisfactions for and on behalf of Debtor, and to do any and all acts in the name of Debtor in the name of Secured Party with the same force and effect as Debtor could do if this Assignment had not been made; or

(d) Without further notice or demand and without legal process, appropriate and apply to the payment or reduction of the Obligations, in whole or in part, in the order and manner Secured Party shall elect, any and all moneys or other property of whatever kind or description, now or hereafter with or within the possession or control of Secured Party, on deposit or otherwise, to the credit of, for the account of or belonging to Debtor.

(e) Invoke any and all other remedies provided in law or equity or in the other Loan Documents.

5. Representations, Warranties and Covenants of Debtor. Debtor hereby certifies, represents, warrants and covenants to Secured Party as follows:

(a) The execution, delivery and performance by Debtor of this Agreement and all other documents and instruments relating to the Obligations will not result in any breach of the terms and conditions or constitute a default under any agreement or instrument under which Debtor is a party or is obligated. Debtor is not in default in the performance or observance of any obligations, covenants or conditions of any such agreement or instrument.

(b) The name specified above for Debtor is the only name under which Debtor has owned property or transacted business during the six years preceding the date hereof or, if other names have been so used, those names are set forth below the signature of Debtor on the last page hereof. The address specified after the signature lines of this Agreement is the address of (i) Debtor's place of business, if Debtor has only one place of business, or (ii) Debtor's chief executive office, if Debtor has more than one place of business. Debtor's principal place of business is located in the same county and state as the address specified above or, if different, the address thereof is set forth and identified as such below the signature of Debtor on the last page hereof. Debtor shall notify Secured Party promptly in writing of any change in the address of Debtor's principal place of business is outside the State of Arizona, any change in the state or county of Debtor's principal place of business. Debtor shall keep all records concerning the Collateral at the address of Debtor specified above or at the location(s) specified on the attached Schedule of Collateral Locations. Debtor shall notify Secured Party promptly in writing of any change in the addresses at which records concerning the Collateral are kept.

(c) The assignment and security interest granted pursuant to this Agreement shall, at all times, be perfected and prior to any other interests in the Collateral. Except as otherwise agreed in writing by Secured Party, no financing statement covering the Collateral is or shall be filed or recorded in any public office except for financing statements perfecting such assignment and security interest. Debtor shall defend the Collateral against the claims and demands of all other parties and shall act and perform as necessary, and shall execute and file all security agreements, financing statements, continuation statements and other documents deemed necessary by Secured Party to establish, maintain and continue the Security Interest as fully perfected and (except as otherwise agreed in writing by Secured Party) senior to all competing interest Debtor, on demand, shall promptly pay all costs and expenses of filing and recording, including the costs of any searches, deemed necessary by Secured Party from time to time to establish and determine the validity, perfection and continuing priority of the Security Interest. In the event, for any reason, negotiable documents of title covering any portion of the Collateral are created, Debtor shall immediately deliver such documents to Secured Party or cause them to be so delivered.

(d) Debtor shall at all times keep the Collateral and the proceeds of any disposition thereof identifiable and separate from other property of the Debtor or any other person.

(e) Secured Party or its agents may inspect the Collateral at reasonable times and may enter into any premises where the Collateral is or may be located. Debtor shall keep records concerning the Collateral in accordance with generally accepted accounting principles and, if required by Secured Party, shall mark its records and the Collateral to clearly disclose the security interest of Secured Party. In addition,

(f) Debtor shall pay when due all taxes, assessments and other charges of every nature that may be levied or assessed against, or become a lien upon, the Collateral.

(g) All rights, powers and remedies granted Secured Party herein, or that are otherwise available to Secured Party, are for the sole benefit and protection of Secured Party, and Secured Party may exercise any such right, power or remedy at its option and in its sole and absolute discretion, without any obligation to do so. In addition, if under the terms hereof Secured Party is given two or more alternative courses of action, Secured Party may elect any alternative or combination of alternatives at its option and in its sole and absolute discretion. If Debtor shall fail to (i) pay any taxes, assessments, expenses or charges, (ii) keep all of the Collateral free from other security interests, liens, encumbrances or claims, (iii) keep the Collateral in good condition and repair as required hereby, (iv) procure and maintain insurance required pursuant to this Agreement or the Other Loan Documents, or (v) perform otherwise as required herein, Secured Party may take such actions and advance the monies necessary to pay the same, to accomplish such repairs, to procure and

maintain such insurance or to so perform. For such purposes, Secured Party is hereby authorized to enter upon and employ any property in the possession or control of Debtor, or to which Debtor has lawful access. Debtor hereby irrevocably appoints Secured Party its true and lawful attorney-in-fact for all such purposes. Without limitation, Debtor hereby expressly and irrevocably appoints and constitutes Secured Party as Debtor's agent for the purpose and with the power, exercisable at Secured Party's option from time to time, to sign on behalf of Debtor and in Debtor's name one or more financing statements covering all or any portion of the Collateral for filing as Secured Party at any time shall require. Any monies advanced by Secured Party hereunder or otherwise to protect the Collateral or its interests therein, or to exercise any right of Secured Party hereunder, shall become part of the Indebtedness, shall be payable on demand, and shall bear interest from demand until paid in full at the Default Rate set forth in the Loan Agreement and other Loan Documents.

(h) The Purchase Agreement is in full force and effect and Debtor has full title and right to assign its interest in the Purchase Agreement to Secured Party pursuant to this Agreement. Debtor has delivered to Secured Party a true and complete copy of an executed counterpart of the Purchase Agreement, together with all amendments and modifications thereto. Except for this Agreement, no other assignment of all or any part of any interest of Debtor in and to the Purchase Agreement has been made which remains in effect. No offsets, credits or defenses to the payment or performance of any obligation under the Purchase Agreement exist. Debtor shall not assign, transfer or hypothecate (other than to Secured Party) the whole or any part of its interest under the Purchase Agreement. Debtor shall obtain the prior written consent of Secured Party, before entering into any agreement that amends, alters, modifies or terminates the Purchase Agreement

(i) Debtor agrees to perform and comply in all respects with all the terms, conditions, covenants and requirements by it to be performed or observed in this Agreement and the Loan Documents.

6. Indemnification by Debtor. Debtor hereby agrees to pay and protect, defend, and indemnify and hold Secured Party harmless from, for and against, any and all claims, demands, liabilities, losses, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) to which Secured Party may become exposed, or which Secured Party may incur, in connection with the Collateral or in exercising its rights under this Agreement, except to the extent such claims, demands, liabilities, losses, lawsuits, judgments, and costs and expenses result from the gross negligence or willful misconduct of Secured Party.

7. Limitation on Liability. Nothing in this Agreement shall be deemed to be or construed to be an agreement by Secured Party to collect or enforce the Collateral or to otherwise act or refrain from acting with respect to the Collateral.

8. Waiver. No course of dealing on the part of Secured Party and no delay or failure by Secured Party to exercise any right which Secured Party may have hereunder shall be deemed a waiver thereof or otherwise prejudice any of its respective rights, remedies or powers hereunder unless so agreed in writing by Secured Party, and the waiver by Secured Party of a default by Debtor hereunder shall not constitute a continuing waiver or any other default or of the same default on any other occasion.

9. Cumulative Remedies. The rights and remedies of Secured Party under this Agreement are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Secured Party may have under the Loan Agreement or the other Loan Documents at law, or otherwise.

10. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality and enforceability of any other provisions of this Agreement or of the other Loan Documents.

11. Amendment. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of the waiver, amendment, change, modification or discharge is sought.

12. Successors and Assigns. This Agreement shall be binding upon Secured Party and Debtor and their respective successors and assigns, and shall inure to the benefit of Secured Party and its respective successors and assigns.

13. Termination. Upon the occurrence of both the satisfaction of all obligations of Debtor to Secured Party under the Loan Agreement, the Note and the other Loan Documents and the expiration or termination of Secured Party's obligations to make loans and advances under the Loan Documents, this Agreement shall automatically terminate. Secured Party hereby agrees, upon termination of this Agreement to execute a release of this Agreement and all further documents, if any, necessary or required in order to evidence the termination of this Agreement.

14. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Notices. All demands or notices under this Agreement and the consents, estoppel certificates and subordination agreements attached hereto shall be in writing (including, without limitation, telecopy, telegraphic, telex, or cable communication) and mailed, telecopied, telegraphed, telexed, cabled, or delivered to the respective party hereto at the address specified below the signature lines on this Agreement and each consent, estoppel certificate and subordination agreement attached hereto, or at such other address as may have been specified in a written notice given in the manner provided herein. Any demand or notice mailed shall be mailed first class mail, postage prepaid, return receipt requested, and shall be effective upon the earlier of (i) actual receipt by the addressee, and (ii) the dates showing on the return-receipt. Any demand or notice not mailed will be effective upon the earlier of (i) actual receipt by the addressee, and (ii) the time the receipt of the telecopy, telegram, telex, or cable is mechanically confirmed.

16. Set-off. With respect to all property of Debtor now or at any time hereafter within the possession or control of Secured Party, whether held as security for the Obligations or otherwise, that is in the form of money or a monetary obligation to Debtor, without limiting any other right of Secured Party, Secured Party shall have a right to set off and apply such property against the Obligations at any time, which right shall be deemed matured and complete at the moment of the inception of any portion of the Indebtedness but exercisable at the will and option of Secured Party.

17. Claims and Defenses. Secured Party may assign this Agreement, and, if it does so, (a) the assignee shall be entitled, upon notifying Debtor, to performance of all Debtor's obligations and agreements hereunder and shall be entitled to all the rights and remedies of Secured Party under this Agreement, and (b) Debtor will assert against the assignee no claims or defenses which it may have against Secured Party except those which may be asserted against a holder in due course of a negotiable instrument.

18. Rights of Secured Party. Without notice or demand, without affecting the obligations of Debtor hereunder or the personal liability of any person or entity for payment or performance of the Indebtedness or any part thereof, and without affecting the assignment and security interest made and granted pursuant hereto or the priority thereof, Secured Party may from time to time: (i) extend the time for payment of all or any part of the Obligations, accept a renewal note therefor, reduce the payments thereon, release any person liable for all or any part thereof, or otherwise change the terms of all or any part of the Obligations; (ii) accept and hold other security for the payment or performance of the Obligations and enforce, exchange, substitute, subordinate, waive or release any such security; (iii) join in any extension or subordination agreement; or (iv) release any part of the Collateral from the assignment and security interest.

19. Waivers. With respect to the Obligations and all security therefor, Debtor waives and agrees not to assert: (i) any right to require Secured Party to proceed against any guarantor or surety or any other person or entity primarily or contingently liable on all or any part of the Indebtedness, to proceed against or exhaust any other security for the Indebtedness or any part thereof, to pursue any other remedy available to Secured Party, or to pursue any remedy in any particular order or manner; (ii) the benefit of any legal or equitable doctrine of marshaling; (iii) the benefits of any statute of limitations affecting the enforcement hereof; (iv) demand, diligence, presentment for payment, protest and demand, and notice of extension, dishonor, protest, demand and nonpayment; and (v) any right of subrogation and any benefit of, and any right to participate in, any other security now or hereafter held by Secured Party.

20. Interpretation. Time is of the essence. If more than one Debtor executes this Agreement, the term "Debtor" shall mean all and any one or more of them and their obligations, warranties and representations hereunder shall be joint and several. The terms "Secured Party" and "Debtor" as used herein shall include the heirs, executors or administrators, or successors or assigns of those parties. The provisions of this Agreement shall apply to the parties according to the context hereof and without regard to the number or gender of words and expressions used herein.

21. Secured Party's Duty of Care. Secured Party shall use such reasonable care in handling, preserving and protecting such of the Collateral as may from time to time be in its possession as Secured Party uses in connection with similar property of its own, provided that Secured Party shall have no liability for the loss, disappearance, destruction or deterioration of any Collateral in the absence of affirmative proof of a lack of due care, and no implication of a lack of due care may be drawn solely from the fact of such loss, disappearance, destruction or deterioration. With respect to Collateral consisting of instruments or documents, whether or not in the possession of Secured Party, Secured Party shall have no obligation to take, and Debtor shall have the sole responsibility to take in a timely and effective manner, any and all actions necessary and/or appropriate to preserve rights against any and all prior parties to such instrument or document. Debtor waives presentment and protest of any such instrument on which Debtor is liable and waives notice of any other action taken by Secured Party with respect to such instrument or document.

22. Filing of Copies. A carbon, photographic or other reproduced copy of this Agreement or any financing statement executed in connection herewith shall be sufficient for filing and/or recording as a financing statement.

23. No Waiver by Secured Party. The acceptance of this Agreement by Secured Party shall not be considered a waiver of or in any way to affect or impair any other security that Secured Party may have, acquire simultaneously herewith, or hereafter acquire for the payment or performance of the Obligations, nor shall the taking by Secured Party at any time of any such additional security be construed as a waiver of, or in any way to affect or impair, the security interest granted in this Agreement; Secured Party may resort, for the payment or performance of the Indebtedness, to its several securities therefor in such order and manner as it may determine. By granting, the Security Interest; Debtor waives all rights provided by law to claim any portion of the Collateral exempt from process.

24. Counterpart. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but also such counterparts shall together constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Debtor and Secured Party have cause this Agreement to be executed as of the date first hereinabove set forth.

TAHOE STAPLES LLC
an Idaho limited liability company

By: _____
Name: Steven C. Smith
Title: Manager Member

"Debtor"

BANK ONE, ARIZONA, NA
a national banking association

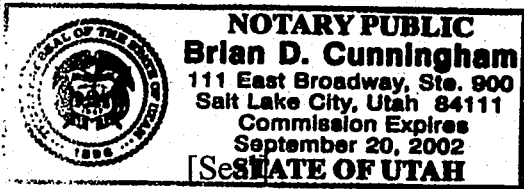
By: Brian K. Jeppesen
Name: Brian K. Jeppesen
Title: Vice President

"Secured Party"

COOPER

STATE OF UTAH)
)
:SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of April, 2000, by BRIAN K. JEPPESEN, a vice president of BANK ONE, ARIZONA, NA, a national banking association, on behalf of the association.



Brian D. Cunningham


NOTARY PUBLIC

C O R P

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IN WITNESS WHEREOF, Debtor and Secured Party have cause this Agreement to be executed as of the date first hereinabove set forth.

TAHOE STAPLES LLC
an Idaho limited liability company

By: 
Name: Steven C. Smith
Title: Manager Member

"Debtor"

BANK ONE, ARIZONA, NA
a national banking association

By: _____
Name: Brian K. Jeppesen
Title: Vice President

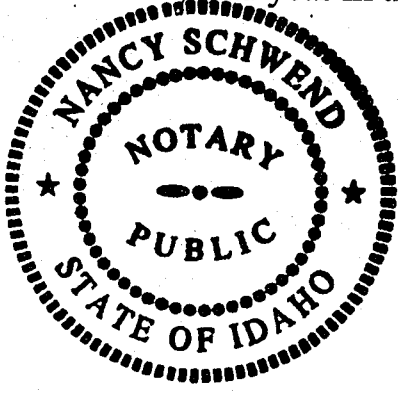
"Secured Party"



STATE OF IDAHO)
) SS.
County of Ada)

On this 5 day of April, 2000, before me, a notary public in and for said county and state, personally appeared Steven C. Smith, known to me to be the Manager Member of Tahoe Staples LLC, an Idaho limited liability company, the company named in the above instrument, and acknowledged to me that he executed the same on behalf of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Nancy Schwend
NOTARY PUBLIC FOR Idaho
Residing at Basin, Idaho
My Commission Expires 3/7/2004



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EXHIBIT "A"

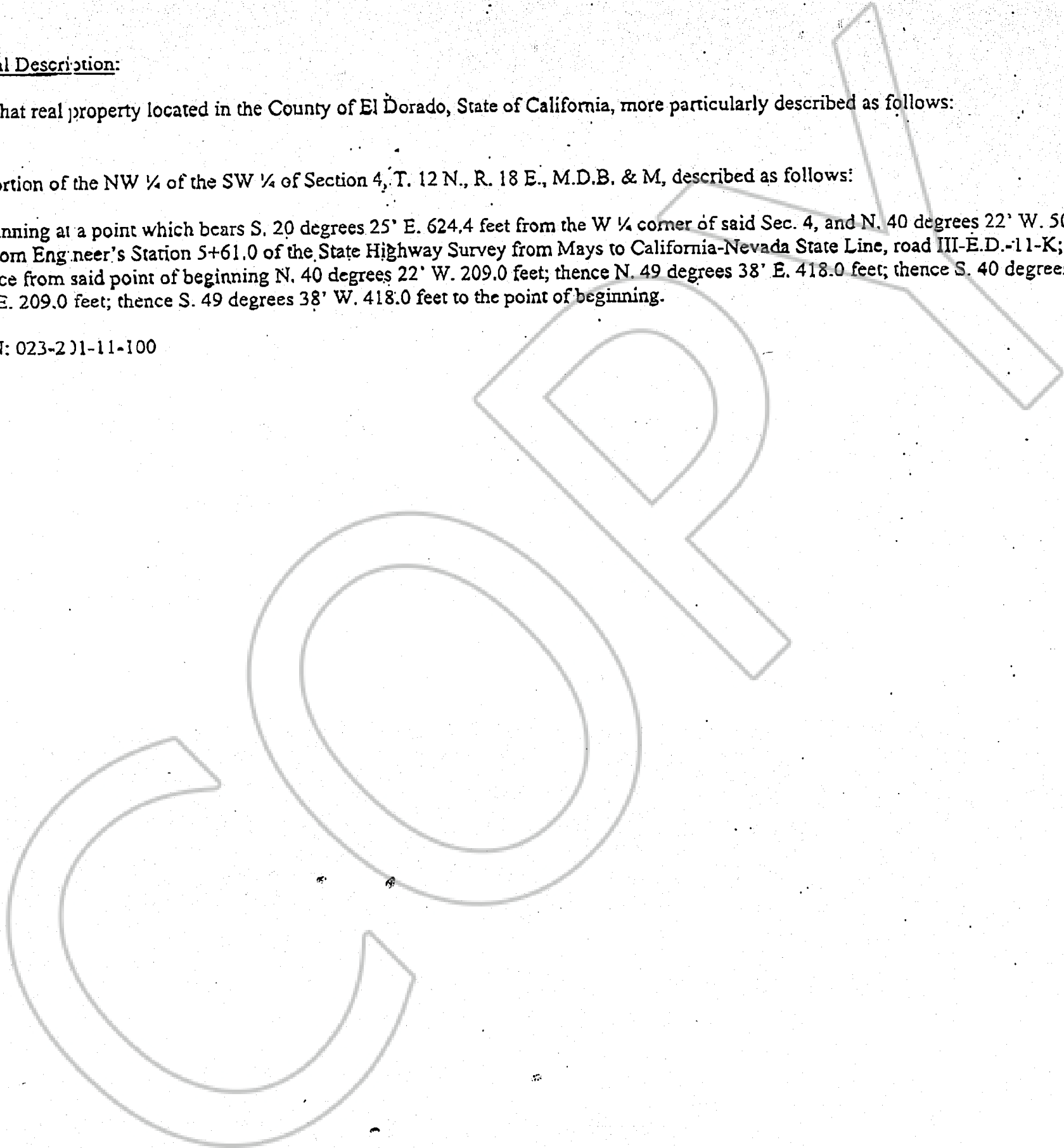
Legal Description:

All that real property located in the County of El Dorado, State of California, more particularly described as follows:

A portion of the NW ¼ of the SW ¼ of Section 4, T. 12 N., R. 18 E., M.D.B. & M., described as follows:

Beginning at a point which bears S. 20 degrees 25' E. 624.4 feet from the W ¼ corner of said Sec. 4, and N. 40 degrees 22' W. 50.0 ft. from Engineer's Station 5+61.0 of the State Highway Survey from Mays to California-Nevada State Line, road III-E.D.-11-K; thence from said point of beginning N. 40 degrees 22' W. 209.0 feet; thence N. 49 degrees 38' E. 418.0 feet; thence S. 40 degrees 22' E. 209.0 feet; thence S. 49 degrees 38' W. 418.0 feet to the point of beginning.

APN: 023-201-11-100



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EXHIBIT "B"

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

Commencing at the Northeast corner of Lot 16, in Block 3 of Oliver Park, as shown on the Map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, on February 2, 1959;

thence along the Northeasterly line of Michelle Drive the following distances and courses;

North 18°23'35" East a distance of 111.645 feet;

thence on a curve to the right having a radius of 575.00 feet through a central angle of 10°25'14" for an arc distance of 104.58 feet;

thence North 28°48'49" East a distance of 257.22 feet to the point of intersection with the Southwesterly line of Kahle Drive extended Northwesterly;

thence along the Southwesterly line of said Kahle Drive extended North 61°11'11" West a distance of 486.87 feet to the TRUE POINT OF BEGINNING;

thence continuing along said line North 61°11'11" West a distance of 565.63 feet;

thence along a curve to the left having a radius of 20.00 feet through a central angle of 90°00', an arc distance of 31.42 feet;

thence South 28°48'49" West a distance of 295.29 feet to a point;

thence South 60°40'41" East a distance of 585.65 feet;

thence North 28°48'49" East a distance of 320.54 feet to the Point of Beginning;

all being a portion of Section 22, Township 13 North, Range 18 East, M.D.B. & M., containing 186,079 square feet, more or less.

A.P.N. 7-100-01

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 APR -6 PM 3:40

LINDA SLATER
RECORDER

\$ 19⁰⁰ PAID *Bh* DEPUTY

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