R.P.TT. \$ 1,137.50 bus value A.P. N. 05-350.000

RECORDING REQUESTED BY AND WHEN RECORDED MAIL THIS DOCUMENT AND ALL TAX STATEMENTS TO:

Pray Meadow Investments, Inc. 195 N. Highway 50 #201 Zephyr Cove, NV 89448 Attn: Sharon Chase

Escrow No. 002100842

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

# **GRANT BARGAIN AND SALE DEED**

APN: 05-350-010

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WELLS FARGO BANK NEVADA, N.A., a national banking association ("Grantor"), formerly known as Norwest Bank Nevada, N.A., formerly known as Norwest Bank Nevada, F.S.B., successor-in-interest to American Federal Savings Bank, formerly known as First Federal Savings and Loan Association of Nevada, a Corporation, does hereby grant, bargain, sell and convey to Pray Meadow Investments, Inc., a Nevada corporation ("Grantee"), all that certain real property located in the County of Douglas, State of Nevada, and which is more particularly described in Schedule 1, attached hereto and incorporated herein by this reference (the "Property"), subject to all matters of record in the Official Records of Douglas County, Nevada and the restriction that no bank, credit union, mortgage company, finance company, savings bank or savings and loan shall own all or any part of the Property for a period of eighteen (18) consecutive months after the date of recordation of this Grant Bargain and Sale Deed, and no bank, credit union, mortgage company, finance company, savings bank or savings and loan shall use or occupy all or any part of the Property as a "Retail Facility" for a period of eighteen (18) consecutive months after the date of recordation of this Grant Bargain and Sale Deed. In addition, for a period of eighteen (18) consecutive months after the date of recordation of this Grant Bargain and Sale Deed, neither Grantee nor its successors or assigns will permit any signage to be placed on any part of the Property or the improvements thereon pertaining to the use of the Property as a Retail Facility for a bank, credit union, mortgage company, finance company, savings bank or savings and loan. As used herein, "Retail Facility" shall mean a facility directly open to the general public for the conducting of business including, but not limited to, receiving deposits and accepting withdrawals directly from the customer, meeting with customers, taking loan applications in-person or by telephone and disbursing loan proceeds. The foregoing restrictions shall run with the Property and be binding on Grantee and its successors and assigns.

So long as Grantee has not violated the foregoing restrictions, (a) the restrictions shall expire and no longer be enforceable on the date which is eighteen (18) consecutive months after the date of recordation of this Grant Bargain and Sale Deed, and (b) upon written request of Grantee delivered after expiration of the eighteen (18)-month period, Grantor shall execute documentation reasonably requested by Grantee and acceptable to Grantor to evidence said expiration.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this Grant Bargain and Sale Deed has been executed this \_\_/ day of May, 2001.

WELLS FARGO BANK NEVADA, N.A., a national banking association

By:

Its:

2

BARBOUR

# Schedule 1

## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

### PARCEL 1:

A parcel of land situated in and being a portion of the Southwest Quarter of Southeast Quarter of Section 15, Township 13 North, Range 18 East, M.D.B. & M., in Douglas County, Nevada, that is described as follows:

Commencing at a 1-inch iron pipe at the intersection of the Southerly line of said Section 15 and the Southwesterly line of U.S. Highway 50 (80 feet in width); thence North 47°36' West along said Southwesterly line 561.05 feet to the Northwesterly line of Elk Point Road (60 feet in width) the True Point of Beginning; thence continuing along said Southwesterly line of U.S. Highway 50 North 47°36' West a distance of 150.00 feet; thence South 42°24' West a distance of 150.00 feet; thence South 47°36' Rast a distance of 151.30 feet to the Northwesterly line of Elk Point Road; thence North 41°54'07" East along said Northwesterly line of Elk Point Road a distance of 150.01 feet to the Point of Beginning.

Said premises more fully imposed on that certain Record of Survey recorded January 25, 1996, as Document No. 379737

APN 05-350-010

#### PARCEL 2:

TOGETHER WITH the right to enter to put up a sign, described as follows:

Commencing at a 1-inch iron pipe at the intersection of the Southerly line of said Section 15 and the Southwesterly line of U.S. Highway 50 (80 feet in width); thence North 47°36' West along said Southwesterly line 561.05 feet to the Northwesterly line of Elk Point Road, (60 feet in width); thence continuing along said Southwesterly line of U.S. Highway 50 North 47°36' West a distance of 150.00 feet to the True Point of Beginning; thence South 42°24' West a distance of 30.0 feet; thence North 36°17'24" West a distance of 152.97 feet to a point on the Southwesterly line of U.S. Highway 50 that bears North 47°36' West a distance of 150.0 feet from the point of beginning; thence South 47°36' East along the Southwesterly line of U.S. Highway 50 a distance of 150.0 feet to the Point of Beginning.

0513525

STATE OF Colifornia ) COUNTY OF Lan Francisco )
la differencia de la comparta de disposación de la comparta de la comparta de la comparta de la comparta de la 🖊
On 5/1 , 2001, before me, Judy Lougles , personally appeared Orthur Barbour , personally known to me (or
proved to me on the basis of satisfactory evidence) to be the <u>person(s)</u> whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
JUDY GONZALES
Signature of Notary  COMM. #1185581  NOTARY PUBLIC-CALIFORNIA S SAN FRANCISCO COUNTY  Notary Public Comm. Expires May 31, 2002
Signature of Notary  Signature of Notary  SAN FRANCISCO COUNTY  My Comm. Expires May 31, 2002
(SEAL)
STATE OF)
COUNTY OF
On, 2001, before me,, Notary Public, personally appeared, personally known to me (or
Notary Public, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature of Notary
(SEAL)

REQUESTED BY STEWART TITLE of DOUGLAS COUNTY

IN OFFICIAL RECORDS OF DOUGLAS CO. MEVADA

2001 MAY -4 AM 10: 45

LINDA SLATER RECORDER

S PAID DEPUTY

0513525 BK0501PG1162