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AP Nos. 1320-29-401-002
1320-29-401-004, 1320-30-803-002,
1320-30-703-004, 1320-29-301-002,
1320-29-401-010, 1320-29-401-009,
1320-29-401-005, 1320-29-401-003 &
1320-30-703-003

Prepared by and when
recorded mail to:

James L. Morgan, Esq.
Henderson & Morgan, LLC
164 Hubbard Way, Suite B
Reno, NV 89502

**THIRD AMENDMENT TO DEED OF TRUST,
FIXTURE FILING AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS AND
NOTICE OF ADDITIONAL COMMITMENT**

NOTICE: THIS INSTRUMENT MODIFIES THAT CERTAIN DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS WHICH WAS EXECUTED UNDER DATE OF JULY 30, 1997 BY CARSON VALLEY INN, INC., A NEVADA CORPORATION, AND MULREANY ASSOCIATES, A NEVADA GENERAL PARTNERSHIP, AS TRUSTORS AND DEBTORS, AND RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA ON AUGUST 1, 1997 IN BOOK 0897 AT PAGE 0335 AS DOCUMENT NO. 418591, AS SUCH INSTRUMENT HAS BEEN AMENDED BY: (i) THAT CERTAIN FIRST AMENDMENT TO DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS, WHICH WAS RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA ON MARCH 17, 2000 IN BOOK 0300 AT PAGE 3054 AS DOCUMENT NO. 0488112; AND (ii) THAT CERTAIN SECOND AMENDMENT TO DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND NOTICE OF ADDITIONAL COMMITMENT, WHICH WAS RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 1, 2000 AS DOCUMENT NO. 0502612 (COLLECTIVELY, THE "EXISTING DEED OF TRUST"). THE MODIFICATIONS TO THE EXISTING DEED OF TRUST WHICH ARE MADE HEREBY INCLUDE,

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LAW OFFICES OF
HENDERSON & MORGAN, LLC
164 HUBBARD WAY
SUITE B
RENO, NEVADA 89502

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WITHOUT LIMITATION, CAUSING THE EXISTING DEED OF TRUST, AS SO MODIFIED, TO ADDITIONALLY SECURE PERFORMANCE UNDER A REVOLVING CREDIT LOAN IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) AND UNDER A SEPARATE REVOLVING CREDIT LOAN IN THE MAXIMUM PRINCIPAL AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00); ALL OF WHICH SHALL BE IN ADDITION TO, AND NOT SUBSTITUTED FOR, THE OBLIGATIONS SECURED BY THE EXISTING DEED OF TRUST.

THIS THIRD AMENDMENT TO DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND NOTICE OF ADDITIONAL COMMITMENT (the "Third Amendment to Deed of Trust") is made as of the 28th day of January, 2002 by and among CARSON VALLEY INN, INC., a Nevada corporation, as trustor and debtor ("CVII"), and MULREANY ASSOCIATES, a Nevada general partnership, as an additional trustor and debtor ("MA"), with CVII and MA being hereinafter collectively referred to as "Trustors", STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, as trustee (hereinafter referred to as "Trustee"), and WELLS FARGO BANK, National Association, as secured party and beneficiary (together with its successors and assigns, hereinafter referred to as "Beneficiary").

W I T N E S S E T H:

A. Trustors executed, among other instruments, a Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents to Stewart Title of Douglas County, a Nevada corporation, as Trustee, for the benefit of Beneficiary, dated July 30, 1997, and recorded in the Official Records of Douglas County, Nevada (the "Official Records") on August 1, 1997 in Book 0897 at Page 0335 as Document No. 0418591, as amended by: (i) that certain First Amendment to Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents, which was recorded in the Official Records on March 17, 2000 in Book 0300 at Page 3054 as Document No. 0488112; and (ii) that certain Second Amendment to Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents and Notice of Additional Commitment, which was recorded in the Official Records on November 1, 2000 as Document No. 0502612; (collectively, the "Existing Deed of Trust").

B. The Existing Deed of Trust secures payment and performance under the following (among other obligations):

(i) That certain Credit Agreement dated as of July 30, 1997 and executed by Beneficiary, as Lender, Trustors, as Borrowers, and Patrick Mulreany and

Jean Mulreany (collectively, "Guarantors"), as Guarantors, as such agreement was amended by First Amendment to Credit Agreement dated as of October 6, 1998, by Second Amendment to Credit Agreement dated as of March 15, 2000 and by Third Amendment to Credit Agreement dated as of November 1, 2000 (collectively the "Existing Credit Agreement"); pursuant to which, among other things, Beneficiary established a reducing revolving line of credit in favor of Trustors, up to the maximum principal amount of Sixteen Million Dollars (\$16,000,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "Reducing RLC Facility"), which Reducing RLC Facility included a subfacility for the issuance of letters of credit, all on the terms and subject to the conditions, covenants and understandings therein set forth.

(ii) That certain Revolving Credit Note (First Restated), which was executed by Trustors under date of November 1, 2000, and is payable to the order of Beneficiary in the initial maximum principal amount of Sixteen Million Dollars (\$16,000,000.00) (as renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "Reducing RLC Note") for the purpose, among other things, of evidencing Trustors' obligation to repay amounts advanced under the Reducing RLC Facility, together with accrued interest thereon.

C. Concurrently, or substantially concurrent, herewith, Trustors have entered into a Fourth Amendment to Credit Agreement with Beneficiary and Guarantors (the "Fourth Amendment to Credit Agreement"), pursuant to which, among other things:

(i) Beneficiary has provided a revolving line of credit in favor of Trustors in the maximum principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "Short Term RLC Facility") and Trustors have executed and delivered a Revolving Credit Note (Short Term - Secured) which is dated concurrently, or substantially concurrent, herewith, and is payable to the order of Beneficiary in the maximum principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for the purpose, among other things, of evidencing Trustors' obligation to repay amounts advanced under the Short Term RLC Facility, together with accrued interest thereon; and

(ii) Beneficiary has provided a revolving line of credit in favor of Trustors in the maximum principal amount of Five Hundred Thousand Dollars (\$500,000.00) (as it may be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "Weekend RLC Facility") and Trustors have executed and delivered a Revolving Credit Note (Weekend - Secured) which is dated concurrently, or substantially concurrent, herewith, and is payable to the order of

Beneficiary in the maximum principal amount of Five Hundred Thousand Dollars (\$500,000.00) for the purpose, among other things, of evidencing Trustors' obligation to repay amounts advanced under the Weekend RLC Facility, together with accrued interest thereon.

The Existing Credit Agreement, as amended by the Fourth Amendment to Credit Agreement, and as it may be further renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, is collectively referred to herein as the "Credit Agreement." The Reducing RLC Note, the Short Term RLC Note and the Weekend RLC Note are collectively referred to herein as the "Notes."

D. Trustors and Beneficiary now wish to amend the Existing Deed of Trust for the purpose, among other things, of: (i) providing record notice of the Fourth Amendment to Credit Agreement, the Short Term RLC Note and the Weekend RLC Note; (ii) confirming that the Existing Deed of Trust secures Trustors' payment and performance under the Credit Agreement and the Notes; (iii) to the extent that Trustors' payment and performance under the Credit Agreement and the Notes may not be secured by the Existing Deed of Trust, amending the Existing Deed of Trust to so secure such payment and performance; and (iv) reflecting the enactment of Revised Article 9, which is referred to below; (collectively, the "Deed of Trust Modifications").

NOW, THEREFORE, for the purpose, among other things, of: (i) amending the Existing Deed of Trust; and (ii) providing for the Deed of Trust Modifications; all as hereinafter set forth, and for other good and valuable consideration, the parties hereto do agree as follows:

1. The Existing Deed of Trust, as amended hereby, and all collateral thereby encumbered shall secure the following (collectively, the "Secured Obligations"):

A. Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of: (i) the principal sum which is, at any time, advanced and unpaid under the Reducing RLC Facility, not to exceed Sixteen Million Dollars (\$16,000,000.00) at any one time, all on a reducing revolving line of credit basis; (ii) interest and other charges accrued on said principal sum, or accrued on interest and other charges then outstanding under the Reducing RLC Facility (all including, without limitation, interest and other charges that would accrue on such obligations but for the filing of a petition in Bankruptcy with respect to Trustors, Guarantors, or any of them); and (iii) any other obligations of Trustors under the Reducing RLC Note; all according to the terms and conditions of the Reducing RLC Note.

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B. Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of: (i) the principal sum which is, at any time, advanced and unpaid under the Short Term RLC Facility, not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) at any one time, all on a revolving line of credit basis; (ii) interest and other charges accrued on said principal sum, or accrued on interest and other charges then outstanding under the Short Term RLC Facility (all including, without limitation, interest and other charges that would accrue on such obligations but for the filing of a petition in Bankruptcy with respect to Trustors, Guarantors, or any of them); and (iii) any other obligations of Trustors under the Short Term RLC Note; all according to the terms and conditions of the Short Term RLC Note.

C. Payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of: (i) the principal sum which is, at any time, advanced and unpaid under the Weekend RLC Facility, not to exceed Five Hundred Thousand Dollars (\$500,000.00) at any one time, all on a revolving line of credit basis; (ii) interest and other charges accrued on said principal sum, or accrued on interest and other charges then outstanding under the Weekend RLC Facility (all including, without limitation, interest and other charges that would accrue on such obligations but for the filing of a petition in Bankruptcy with respect to Trustors, Guarantors, or any of them); and (iii) any other obligations of Trustors under the Weekend RLC Note; all according to the terms and conditions of the Weekend RLC Note.

D. Payment and performance of every obligation, covenant, promise and agreement of Trustors, or either of them, contained in the Existing Deed of Trust, as amended by the Third Amendment to Deed of Trust, and as it may be further renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time (collectively, the "Deed of Trust") or incorporated into the Deed of Trust by reference (other than obligations which Trustors may have under the Deed of Trust to make payment or perform under the Environmental Certificate, which is defined in the Credit Agreement), including, without limitation, reimbursement of any sums paid or advanced by Beneficiary pursuant to the terms of the Deed of Trust.

E. Payment of 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 liabilities of Trustors under the Deed of Trust, including, but not by way of limitation, reasonable attorney's fees, court costs, witness fees, expert witness fees,

collection costs, Trustee's fees, foreclosure costs and reasonable costs and expenses paid by Beneficiary in performing for Trustors' account any obligation of said Trustors.

F. Payment of any sums which may hereafter be owing by Trustors, or either of them, to Beneficiary or any of its affiliates, under the terms of any interest rate swap agreement, interest rate cap agreement, basis swap agreement, forward rate agreement, interest collar agreement or interest floor agreement to which any of the Trustors may be a party, or under any other agreement or arrangement to which any of the Trustors may be a party, which in each case is designed to protect any of the Trustors against fluctuations in interest rates or currency exchange rates with respect to any other indebtedness secured by the Deed of Trust.

G. Payment of additional sums and interest thereon which may hereafter be loaned to any of the Trustors pursuant to the Credit Agreement when evidenced by a promissory note or notes which recite that the Deed of Trust is security therefor.

H. Performance and payment of every obligation, warranty, representation, covenant, agreement and promise of Trustors, or either of them, contained in the Credit Agreement excluding any obligation which Trustors, or either of them, may have to perform any obligations under the Environmental Certificate.

I. Performance and payment of every obligation, warranty, representation, covenant, agreement and promise of Trustors, or either of them, contained in any of the Loan Documents which are defined in the Credit Agreement (other than the Environmental Certificate).

2. Article 9 of the Uniform Commercial Code, NRS 104.9101, et seq., as in effect on the dates of the Existing Deed of Trust ("Previous Article 9") has been amended pursuant to Sections 1 through 135 of Chapter 104, Statutes of Nevada 1999, at Page 281, et seq. Previous Article 9, as so amended, is referred to herein as "Revised Article 9." Trustors hereby additionally grant a security interest to Beneficiary as security for the Secured Obligations, in and to the following collateral (the "Additional Personal Property"), subject to the terms and conditions of the Existing Deed of Trust, as amended hereby:

"All right, title and interest of Trustor, which is now owned or hereafter acquired in, and to, all present and future:
(i) accounts; (ii) chattel paper; (iii) commercial tort claims;
(iv) deposit accounts; (v) documents; (vi) equipment, inventory and other goods of any kind or nature; (vii) instruments;
(viii) investment property; (ix) letter of credit rights; (x) money;

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(xi) general intangibles; and (xii) proceeds of any of the foregoing; all as such terms are defined by Revised Article 9."

The "Personal Property" which is defined by the Existing Deed of Trust is referred to herein as the "Existing Personal Property." The Additional Personal Property shall be in addition to, and not substituted for, the Existing Personal Property. The Existing Personal Property and the Additional Personal Property are collectively referred to herein as the "Personal Property."

3. Subsection 10(a) of the Existing Deed of Trust is hereby amended to read, in its entirety, as follows:

"(a) Trustors hereby presently, absolutely and unconditionally assign to Beneficiary, which assignment shall be effective without Beneficiary having to first take possession of the Property, all interests of Trustors, or any of them, in any and all present and future Leases and Rents, reserving unto Trustors the right, prior to the occurrence of any Event of Default (as defined in the Credit Agreement), to collect and retain the Rents as they may become due and payable. Upon the occurrence of any Event of Default as defined in the Credit Agreement, such license reserved to Trustors shall be immediately revoked without further demand or notice, and any Rents, including those past due, unpaid or undetermined, may be collected by Beneficiary or its agent. In addition to any other actions which may be taken by Beneficiary to collect the Rents in accordance herewith, Beneficiary may, at any time, by a receiver to be appointed by a court of competent jurisdiction in accordance with subsection 20(b), enter upon and take possession of said Property, or any part thereof, and exercise such rights and remedies as are provided by subsections 20(b) and 20(c) of the Deed of Trust including, without limitation, suing for or otherwise collecting the Rents (including those past due or unpaid). All Rents collected hereunder, less costs and expenses of operation and collection (including reasonable attorneys' fees), shall be applied towards satisfaction of the Secured Obligations, in such order as is required under the Credit Agreement. The collection of such Rents, and 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. Trustors and Beneficiary intend that this assignment shall be a present, absolute and unconditional assignment, not an assignment for additional security only, and shall, immediately upon the execution hereof, subject to the license granted above, give Beneficiary, and its agent, the right to collect the Rents and to apply them as aforesaid. Nothing contained herein, nor any collection of Rents by Beneficiary, or its agent or a receiver, shall be construed to make Beneficiary: (i) a "Mortgagee-in-Possession" of the Property so long as Beneficiary has not itself entered into actual possession of the Property; (ii) responsible for performing any of the obligations of the lessor under any Lease; (iii) responsible for any waste committed by lessees or any other parties, any

dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or (iv) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it (provided that this clause (iv) shall not act to relieve Beneficiary from liability resulting from the gross negligence or willful misconduct of Beneficiary)."

To the extent necessary to make said amendment effective, Trustors hereby make the assignment provided for thereby.

4. Subsection 21(d), Paragraph (i) is hereby amended to read, in its entirety, as follows:

"(i) the Trustee shall first give notice of the time and place of such sale, in the manner provided by the laws of the State of Nevada for the sale of real property under execution, and may from time to time postpone such sale by such advertisement as it may deem reasonable, or without further advertisement, by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale (as such time may have been previously postponed), and: (aa) on the day of sale so advertised, the Trustee may, in its discretion, sell the property so advertised, or any portion thereof, in one or more lots (and thereafter postpone such sale, in accordance herewith, as to any portion of the Property remaining unsold, if Trustee so elects); and (bb) on any day to which such sale may have been postponed, the Trustee may, in its discretion, sell all or any portion of the Property then remaining unsold, in one or more lots (and thereafter further postpone such sale, in accordance herewith, as to any portion of the Property remaining unsold, if Trustee so elects); all at public auction, at the time and place specified in the notice (as such time may have been postponed), either in the county in which the Property, or any part thereof, to be sold, is situated, or at the principal office of the Trustee, in its discretion, to the highest cash bidder. The Beneficiary, Trustee, obligee, creditor, or the holder or holders of the Note (and/or other obligations) secured hereby may bid (including by credit bid) and purchase at such sale. The Beneficiary may, after recording the notice of breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to its former position and have and enjoy the same rights as though such notice had not been recorded; and"

5. In addition to the remedies which are made available to Beneficiary under the Existing Deed of Trust, Beneficiary shall have the following remedies under the Deed of Trust, in respect of the Personal Property, upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement):

(i) Beneficiary may exercise in respect of the Personal Property, in addition to other rights and remedies provided for in the Deed of Trust or

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otherwise available to it, all the rights and remedies of a secured party on default under Revised Article 9 (whether or not Revised Article 9 applies to the affected Personal Property). Beneficiary may also: (aa) require the Trustors to, and the Trustors hereby agree that they will, at their expense and at the request of Beneficiary upon reasonable notice forthwith, assemble all or part of their Personal Property as directed by Beneficiary and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to both parties; and (bb) without notice except as specified below, sell the Personal Property or any part thereof in one or more parcels at public or private sale, at any of Beneficiary's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Beneficiary may deem to be commercially reasonable. Trustors agree that, to the extent notice of sale shall be required by law, at least ten days' prior notice to the Trustors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Beneficiary shall not be obligated to make any sale of Personal Property regardless of notice of sale having been given. Beneficiary may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned;

(ii) Upon any sale of the Personal Property (whether public or private) by Beneficiary, Beneficiary shall have the right to deliver, assign and transfer to the purchaser thereof the Personal Property so sold. Each purchaser (including Beneficiary) at any such sale shall hold the Personal Property so sold free from any claim or right of whatever kind, including any equity or right of redemption of the Trustors, and the Trustors, to the extent permitted by law, hereby specifically waive all rights of redemption under Revised Article 9, and any right to a judicial or other stay or approval which they have, or may have, under any law now existing or hereafter adopted;

(iii) Beneficiary shall have the right and power to institute and maintain such suits and proceedings as it may deem appropriate to protect and enforce the rights vested in it by the Deed of Trust and may proceed by suit or suits at law or in equity to enforce such rights and to foreclose upon and sell the Personal Property or any part thereof pursuant to the judgment or decree of a court of competent jurisdiction; and

(iv) No remedy conferred upon or reserved to Beneficiary in this paragraph, or elsewhere in the Deed of Trust, is intended to be exclusive of any other remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy conferred under the Deed of Trust or now or hereafter existing at law, in equity or by statute.

6. All references which are made in the Existing Deed of Trust (as amended hereby), to:

"Credit Agreement" shall have the meaning set forth by Recital C of the Third Amendment to Deed of Trust.

"Credit Facility" shall mean a collective reference to the Reducing RLC Facility, the Short Term RLC Facility and the Weekend RLC Facility.

"Deed of Trust" shall have the meaning set forth by Paragraph 1 of the Third Amendment to Deed of Trust.

"NRS 104.9402" shall be to NRS 104.9502 as included in Revised Article 9.

"NRS 104.9501 through NRS 104.9507" shall be to NRS 104.9601 through 104.9628, all as included in Revised Article 9.

"Nevada Uniform Commercial Code," "Nevada Uniform Commercial Code - Secured Transactions" and "Uniform Commercial Code" shall each be to Revised Article 9, as it may be amended or recodified from time to time.

"Note" shall mean a collective reference to the Reducing RLC Note, the Short Term Note and the Weekend RLC Note.

"Personal Property" shall have the meaning set forth by Paragraph 2 of the Third Amendment to Deed of Trust.

"Secured Obligations" shall have the meaning set forth by Paragraph 1 of the Third Amendment to Deed of Trust.

7. All other trusts, covenants and agreements contained in the Existing Deed of Trust are hereby specifically referred to by this reference and are incorporated into this instrument as though fully set forth herein, except as modified herein, it being the intent of Trustors to subject the real property, personal property and all other collateral described in the Existing Deed of Trust, including, without limitation, the real property described on "Exhibit A" attached hereto and, by this reference, incorporated herein, to all of the same trusts, covenants and agreements to the same extent and with the same force and effect as though fully restated herein.

8. This Third Amendment to Deed of Trust may be executed in any number of separate counterparts with the same effect as if the signatures hereto and

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hereby were upon the same instrument. All such counterparts shall together constitute but one and the same document.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

TRUSTORS:

CARSON VALLEY INN, INC., a
Nevada corporation

By Patrick Mulreany
Patrick Mulreany,
President and Treasurer

BENEFICIARY:

WELLS FARGO BANK, National
Association, as Agent Bank

By Candace Borrego
Candace Borrego,
Assistant Vice President

MULREANY ASSOCIATES, a
Nevada general partnership

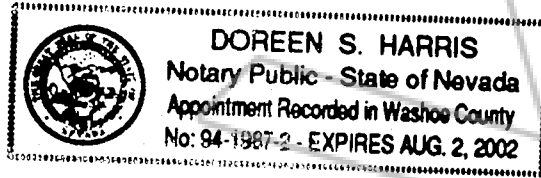
By Patrick Mulreany
Patrick Mulreany,
General Partner

By Jean Mulreany
Jean Mulreany,
General Partner

STATE OF NEVADA)
) ss
COUNTY OF WASHOE

This instrument was acknowledged before me on January 28, 2002, by PATRICK MULREANY as President and Treasurer of CARSON VALLEY INN, INC.

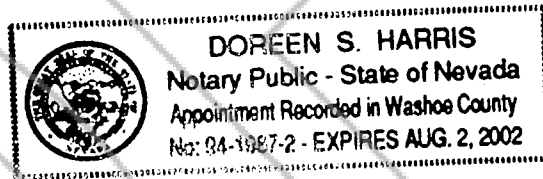
Notary Public



STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 28, 2002, by PATRICK MULREANY as General Partner of MULREANY ASSOCIATES.

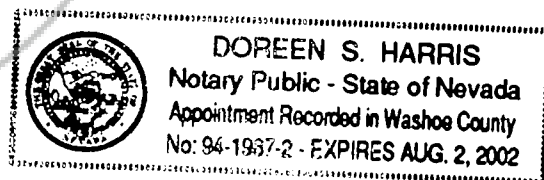
Notary Public



STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 28, 2002, by JEAN MULREANY as General Partner of MULREANY ASSOCIATES.

Notary Public

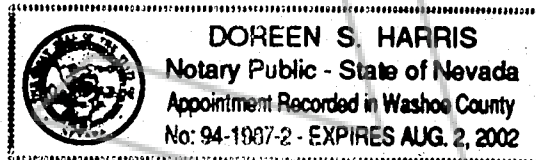


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STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 28, 2002, by CANDACE BORREGO as Assistant Vice President of WELLS FARGO BANK, National Association.

Notary Public



COOPER

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EXHIBIT 'A'
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 situate in the Town of Minden, Nevada, and being a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point lying on the Northerly right-of-way of U.S. Highway 395 being the Southwest corner of a 3.40 acre parcel as shown on the Record of Survey map filed in Book 980, Page 057, Document No. 48058, within the Official Records of Douglas County, Nevada; thence North 26°35'00" East, 120 feet to the POINT OF BEGINNING; thence North 26°35'00" East, 187.77 feet; thence South 63°25'00" East, 585.96 feet; thence South 79°00'00" West, 307.86 feet; thence North 63°25'00" West, 342.00 feet to the TRUE POINT OF BEGINNING.

Together with a parcel of land as deeded to PATRICK A. MULREANY AND JEAN E. MULREANY, in Deed recorded August 17, 1984 as Document No. 105270, more particularly described as follows:

A parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada being further described as Area "B" as shown on the map filed within the Official Records of Douglas County, Nevada as Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street; thence North 26°35'00" East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North 79°00'00" East, 58.44 feet to the POINT OF BEGINNING, thence North 79°00'00" East, 96.79 feet; thence South 26°35'00" West, 59.04 feet to a point on the Northerly right-of-way line of the 8th Street; thence North 63°25'00" West, 76.70 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom a parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being further

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described as Area "A" as shown on the map filed within the Official Records of Douglas County, Nevada as Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street; thence North $26^{\circ}35'00''$ East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North $79^{\circ}00'00''$ East, 155.23 feet to the POINT OF BEGINNING; thence North $26^{\circ}35'00''$ East, 59.03 feet; thence South $63^{\circ}25'00''$ East, 76.71 feet; thence South $79^{\circ}00'00''$ West, 96.80 feet to the TRUE POINT OF BEGINNING.

PARCEL 2:

Portion A:

A parcel of land situated in the Southwest $1/4$ of Section 29 and a portion of the Southeast $1/4$ of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Beginning at the Northwest corner of a 2.00 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, filed for record in the Office of the County Recorder of Douglas County, Nevada on the 2nd day of September, 1983, in Book 983 at Page 101, Document No. 86414; said point also bears North $28^{\circ}02'03''$ East, a distance of 1,221.56 feet from the section corner common to Sections 29, 30, 31, and 32; thence South $26^{\circ}35'00''$ West, a distance of 187.77 feet; thence North $63^{\circ}25'00''$ West, a distance of 98.23 feet; thence North $16^{\circ}53'00''$ East, a distance of 214.60 feet; thence North $63^{\circ}25'00''$ West, a distance of 86.00 feet; thence South $16^{\circ}53'00''$ West, a distance of 214.60 feet; thence North $63^{\circ}25'00''$ West, a distance of 368.97 feet; thence South $00^{\circ}03'20''$ West, a distance of 139.71 feet to the Northeasterly right-of-way line of U.S. Highway 395; thence North $63^{\circ}25'00''$ West along the Northeasterly right-of-way line of U.S. Highway 395 a distance of 45.20 feet; thence North $05^{\circ}41'00''$ East, a distance of 412.40 feet to the Section line common to Sections 29 and 30; thence North $00^{\circ}03'20''$ East along the section line common to Sections 29 and 30, a distance of 57.04 feet; thence South $72^{\circ}39'07''$ East, a distance of 449.37 feet; thence South $62^{\circ}50'16''$ East, a distance of 265.06 feet; thence South $26^{\circ}35'00''$ West, a distance of 192.97 feet, returning to THE TRUE

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POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

EXCEPTING THEREFROM a parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of the 2.00 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, that was filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 2, 1983, in Book 983, at Page 101, under Document No. 86414, thence North $26^{\circ}35'00''$ East, 192.97 feet; thence North $62^{\circ}50'16''$ West, 265.06 feet; thence North $72^{\circ}39'07''$ West, 8.06 feet, to the POINT OF BEGINNING; thence continuing North $72^{\circ}39'07''$ West, 439.37 feet; thence South $00^{\circ}16'26''$ West, 56.63 feet; thence South $05^{\circ}54'44''$ West, 412.40 feet to the Northerly right-of-way line of U.S. Highway 395 (Railroad Avenue); thence South $63^{\circ}25'00''$ East, 188.00 feet along the Northerly right-of-way line of U.S. Highway 395; thence North $26^{\circ}35'00''$ East, 125.00 feet; thence South $63^{\circ}25'00''$ East, 75.00 feet; thence North $26^{\circ}35'00''$ East, 382.12 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to Mulreany Associates, a Limited Partnership, by instrument recorded April 29, 1985, in Book 485 of Official Records, at page 2305, Douglas County, Nevada, as Document No. 116605, more particularly described as follows:

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., situated on the Northerly side of U.S. Highway 395 and West of the Westerly line of 10th Street extended across the highway, in Douglas County, Nevada, more particularly described as follows:

Beginning at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the extension of the Westerly line of 10th Street in Minden, from which the Southeast corner of Section 30, Township 13 North, Range 20 East, M.D.B. & M., bears $07^{\circ}20'31''$ West, 962.14 feet; thence along the highway North

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63°25'00" West, 188.00 feet; thence North 05°37'32" East, 133.85 feet; thence South 63°25'00" East, 235.88 feet; thence South 26°35'00" West, 125.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion that lies within the above described Parcel and was deeded to HENRY SEEMAN, et al, in Deed recorded February 11, 1971, in Book 83, Page 593, Document No. 51865, Official Records of Douglas County, State of Nevada, described as follows:

That certain irregular Parcel of land situate, lying and being in the East 1/2 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Westerly of the Town of Minden, in Douglas County, Nevada, more particularly described as follows:

Beginning at the concrete monument which is 30 feet Northeasterly, measured at right angles, from the Surveyed centerline of Nevada State Highway Route 3 (U.S. Highway 395), and along the Northerly extension of the Westerly side of 10th Street of said Town of Minden; said concrete monument further described as being North 07°20' East, a distance of 962.20 feet from the Southeast corner of said Section 30; thence North 63°25' West, along the Northeasterly right-of-way line of said highway a distance of 142.80 feet to the TRUE POINT OF BEGINNING; thence North 63°25' West, along the Northeasterly highway right-of-way line, a distance of 45.20 feet to a point; thence Northerly and Easterly along a fence line a distance of 412.40 feet, more or less, to a point; thence South a distance of 430.60 feet to the POINT OF BEGINNING.

Portion B:

A parcel of land located within a portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of the 2.00 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, that was filed for record in the Office of the County Recorder of Douglas County, Nevada, on
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September 2, 1983, in Book 983, at Page 101, as Document No. 86414, thence North $26^{\circ}35'00''$ East, 192.97 feet; thence North $62^{\circ}50'16''$ West, 265.06 feet; thence North $72^{\circ}39'07''$ West, 8.06 feet, to the TRUE POINT OF BEGINNING; thence continuing North $72^{\circ}39'07''$ West, 439.37 feet; thence South $00^{\circ}16'26''$ West, 56.63 feet; thence South $05^{\circ}54'44''$ West, 412.40 feet to the Northerly right-of-way line of U.S. Highway 395 (Railroad Avenue); thence South $63^{\circ}25'00''$ East, 188.00 feet along the Northerly right-of-way line of U.S. Highway 395; thence North $26^{\circ}35'00''$ East, 125.00 feet; thence South $63^{\circ}25'00''$ East, 75.00 feet; thence North $26^{\circ}35'00''$ East, 382.12 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to Mulreany Associates, a Limited Partnership, by instrument recorded April 29, 1985, in Book 485 of Official Records, at Page 2305, Douglas County, Nevada, as Document No. 116605, more particularly described as follows:

A parcel of land located in the Southwest $1/4$ of the Southwest $1/4$ of Section 29, Township 13 North, Range 20 East, M.D.B. & M., situated on the Northerly side of U.S. Highway 395 and West of the Westerly line of 10th Street extending across the highway, in Douglas County, Nevada, more particularly described as follows:

Beginning at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the extension of the Westerly line of 10th Street in Minden, from which the Southeast corner of Section 30, Township 13 North, Range 20 East, M.D.B. & M., bears South $07^{\circ}20'31''$ West, 962.14 feet; thence along the highway North $63^{\circ}25'00''$ West, 188.00 feet; thence North $05^{\circ}37'32''$ East, 133.85 feet; thence South $63^{\circ}25'00''$ East, 235.88 feet; thence South $26^{\circ}35'00''$ West, 125.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion that lies within the above described Parcel and was deeded to HENRY SEEMAN, et al, in Deed recorded February 11, 1971, in Book 83, Page 593, Document No. 51865, Official Records of Douglas County, State of Nevada, described as follows:

That certain irregular Parcel of land situate, lying and being in the East $1/2$ of the Southeast $1/4$ of Section 30, Township 13 North, Range 20 East, M.D.B. & M., Westerly of the Town of Minden, in Douglas County, Nevada, more particularly described

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as follows:

Beginning at a concrete monument which is 30 feet Northeasterly, measured at right angles, from the surveyed centerline of Nevada State Highway Route 3 (U.S. Highway 395), and along the Northerly extension of the Westerly side of 10th Street of said Town of Minden; said concrete monument further described as bearing North $07^{\circ}20'$ East, a distance of 962.20 feet from the Southeast corner of said Section 30; thence North $63^{\circ}25'$ West, along the Northeasterly right-of-way line of said highway a distance of 142.80 feet to the TRUE POINT OF BEGINNING; thence North $63^{\circ}25'$ West, along the Northeasterly highway right-of-way line a distance of 45.20 feet to a point near a fence corner; thence Northerly and Easterly along a fence line a distance of 412.40 feet, more or less, to a point; then South a distance of 430.60 feet to the POINT OF BEGINNING.

Portion C:

A parcel of land located within a portion of the Southwest $1/4$ of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of the 2.000 acre more or less parcel as set forth on that certain Record of Survey for Patrick A. and Jean E. Mulreany, that was filed for record in the Office of the County Recorder of Douglas County, Nevada, on September 2, 1983, in Book 983, at Page 101, as Document No. 86414, thence North $26^{\circ}35'00''$ East, 192.97 feet; thence South $63^{\circ}25'00''$ East, 720.06 feet; thence South $32^{\circ}38'00''$ West, 98.28 feet; thence North $63^{\circ}25'00''$ West, 47.70 feet; thence South $26^{\circ}35'00''$ West, 36.71 feet; thence South $79^{\circ}00'00''$ West, 95.96 feet; thence North $63^{\circ}25'00''$ West, 585.96 feet, to the POINT OF BEGINNING.

PARCEL 3:

Being all that certain land or parcel of land lying in the Southwest $1/4$ of Section 29, Township 13 North, Range 20 East, M.D.B. & M. on the Northerly side of the Virginia and Truckee Railroad Spur (bearing North $63^{\circ}25'$ West), Douglas County, Nevada, and more particularly described by metes and bounds as follows, to wit:

Beginning at a point at the Southeast corner of the parcel 45
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feet from the centerline of the said Virginia and Truckee Railroad Spur, said POINT OF BEGINNING being described as bearing North $57^{\circ}47'40''$ West, 1,899.13 feet from the Town Monument (No. 1) to the Town of Minden, said POINT OF BEGINNING being further described as bearing North $72^{\circ}33'$ East, 3,189.40 feet from the 1/4 corner common to Sections 30 and 31, being North $63^{\circ}25'$ West parallel to the railroad spur 86.00 feet to a point; thence North $16^{\circ}53'$ East, 214.60 feet to a point; thence South $63^{\circ}25'$ East, 86.00 to a point on the fence line at the Northeast corner of the parcel thence South $16^{\circ}53'$ West along said fence line 214.60 feet to the POINT OF BEGINNING.

PARCEL 4:

A parcel of land in the Town of Minden, North of U.S. Highway 395, and West of Buckeye Lane (Sixth Street), and also being in the South 1/2 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, more particularly described as follows:

COMMENCING at the Northwest corner of the intersection of Buckeye Lane and U.S. Highway 395 from which the Minden Town Monument bears South $58^{\circ}06'23''$ East 713.05 feet. The Town Monument being located South $89^{\circ}18'25''$ West, 4,649.90 feet from the one-quarter corner common to Sections 30 and 31, Township 13 North Range 20 East, M.D.B.&M., thence running along the Northerly side of U.S. Highway 395, North $63^{\circ}25'$ West, 1,423.40 feet to the Point of Beginning; thence North $26^{\circ}35'$ East 120.00 feet; thence South $63^{\circ}25'$ East 273.00 feet more or less, to the Northwest corner of that certain parcel of land conveyed to GERALD L. BELANGER and wife, in Deed recorded February 5, 1969, in Book 65, Page 38, File No. 43658 of Official Records; thence along the Northwesterly line of the BELANGER parcel; South $26^{\circ}35'$ West, 120.00 feet to the Southwesterly corner of the BELANGER parcel; thence North $63^{\circ}25'$ West, 273.00 feet, more or less, to the True Point of Beginning.

Said Parcel of land further imposed on that certain Record of Survey recorded December 10, 1984, as Document No. 111078.

APN 1320-29-401-002

PARCEL 5:

A parcel of land situate in the Town of Minden, Nevada, and
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being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., and being further described as follows:

Commencing at a point in the northerly right-of-way line of Railroad Avenue, more commonly known as U.S. Highway 395, and the intersection of the centerline of Ninth Street, projected; thence along the Northerly right-of-way line of Railroad Avenue, North $63^{\circ}25'00''$ West, 57.00 feet to the True Point of Beginning; thence North $26^{\circ}35'00''$ East, 120.00 feet, thence parallel to said right-of-way line, South $63^{\circ}25'00''$ East, 342 feet; thence North $79^{\circ}00''$ East, 55 feet more or less to the intersection of the westerly right-of-way line of Eighth Street as said right-of-way line is described in Deed recorded January 1, 1981, Book 181, Page 508, Document No. 52451, Official Records of Douglas County, State of Nevada; thence along said westerly right-of-way line, South $26^{\circ}35''$ East 154.36 feet to the northerly right-of-way line of Railroad Avenue; thence along said right-of-way line North $63^{\circ}25''$ West, 385 feet, more or less, to the point of beginning.

Together with all that portion lying and being in the Southwest Quarter of Section 29 T 13 North, R 20 East, M.D.B.&M., described as follows:

Commencing at the intersection of the Northerly right-of-way line of U.S. Highway 395, also known as Railroad Avenue, and the Westerly right-of-way line of Eighth Street, also being the Southeasterly corner of the Mulreany parcel as shown on that certain record of survey for Patrick A. and Jean E. Mulreany, recorded on September 2, 1983, Book 983, Page 101, Document Number 86414, in the Official Records of Douglas County, Nevada; being the TRUE POINT OF BEGINNING; thence North $26^{\circ}35'$ East a distance of 154.05 feet; thence North $79^{\circ}00'$ East, a distance of 58.44 feet; thence South $63^{\circ}25'$ East, a distance of 32.79 feet; thence South $79^{\circ}00'$ West a distance of 33.04 feet; thence along a tangent curve to the left, having a radius of 110.00 feet, throughout a central angle of $52^{\circ}25'$, an arc length of 100.63 feet; thence South $26^{\circ}35'$ West, a distance of 72.36 feet; thence along a tangent curve to the right, having a radius of 10.00 feet, throughout a central angle of 90° , an arc length of 15.71 feet to the TRUE POINT OF BEGINNING.

Parcels 1, 2, 3, and 5 comprised of APN 1320-29-401-004

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PARCEL 6:

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

A Parcel of land situate, lying and being in the East 1/2 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M., Westerly of the Town of Minden, in Douglas County, Nevada, described as follows:

Commencing at the concrete monument which is 30.00 feet Northeasterly measured at right angles from the surveyed centerline of the Nevada State Highway Route 3, (U.S. 395) and along the Northerly extension of the Westerly side of Tenth Street of said Town of Minden; said concrete monument further described as bearing North 7°20' East, a distance of 962.20 feet from the Southeast corner of said Section 30: thence North 63°25' West, on the Northeasterly right of way line of said Highway a distance of 469.30 feet to the most Westerly corner of the Richard D. Blanchard property described in that certain Deed, recorded in Book 29 of Official Records, Page 137, Douglas County, Records, said corner being the TRUE POINT OF BEGINNING: thence North 23°51' East, a distance of 200.00 feet; thence South 63°25' East, a distance of 90.00 feet; thence South 23°46'12" West, (of record thence South 23°51' West), a distance of 200.00 feet to a point on the Northeasterly right of way of the above mentioned Highway; thence North 63°25' West, on and along the Northeasterly right of way line of said Highway a distance of 90.00 feet to the TRUE POINT OF BEGINNING.

APN 1320-30-803-02

PARCEL 7

Being a portion of Section 30, Township 13 North, Range 20 East, M.D.B.&M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Northeasterly corner of Parcel 2 of that certain PARCEL MAP for WESTERN NEVADA PROPERTIES, INC., as said map was recorded in Book 690 at Page 524 as Document No. 227471 of the Official Records of said Douglas County; thence Southerly along the Easterly line of Parcels 2 and 3 of said Parcel Map, South 0°15'05" West, 761.80 feet to the Southeasterly corner of said Parcel 3, said corner also being

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the Northeasterly corner of that certain parcel of land described in deed recorded in Book 12 at Page 4364 as Document No. 147795 of said Official Records; thence Southerly along the Easterly line of said parcel, South 5°47'19" West, 411.65 feet to the Southeasterly corner of said parcel, said corner being on the Northeasterly right-of-way line of U.S. Highway 395; thence Northwesterly along said right-of-way line North 63°25'00" West, 191.30 feet to the Southwesterly corner of said parcel; thence Northeasterly along the Northwesterly line of said parcel, North 23°46'12" East, 200.00 feet; thence North 63°25'00" West, 90.00 feet; thence North 23°46'21" East, 155.40 feet, (of Record 185.30 feet); thence North 0°15'05" East, 795.13 feet to a point on the Southwesterly right-of-way line of Ironwood Drive, said line also being the Northeasterly line of Parcel 3 of said PARCEL MAP for WESTERN NEVADA PROPERTIES, INC.; thence Southeasterly along said right-of-way line South 63°25'00" East, 167.37 feet to the Point of Beginning.

Said premises further set forth as Parcel 4 on Record of Survey/Boundary line adjustment recorded April 22, 1997, Book 497, Page 3362, Document No. 411078.

APN 1320-30-703-004

PARCEL 8:

A parcel of land located within a portion of the Southwest one-quarter (SW 1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Center one-quarter (C 1/4) corner of said Section 29 as set forth on that certain Record of Survey for Bently Nevada Corp., filed for record in the Office of the County Recorder of Douglas County, Nevada, on the 23rd day of December, 1985, in Book 1285, at Page 1984, under Document No. 128591, thence South 28°31'06" West, 1,786.92 feet to the Westerly right-of-way line of BUCKEYE ROAD; thence North 44°22'00" West 406.00 feet; thence North 69°06'21" West, 581.42 feet to the POINT OF BEGINNING; thence continuing North 69°06'21" West, 1,031.07 feet; thence South 00°16'20" West, 427.69 feet; thence South 72°39'07" East, 447.43 feet; thence South 62°50'16" East, 265.06 feet; thence South 63°25'00" East,

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129.75 feet; thence North 26°36'00" East, 416.47 feet; to the POINT OF BEGINNING.

APN 1320-29-301-002

PARCEL 9:

A rectangular piece or parcel of land situate, lying and being in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., adjacent to the Northern side of Railroad Avenue (U.S. 395) in the Town of Minden, Douglas County, Nevada, more particularly described as follows:

BEGINNING at the point of intersection of the Western Boundary of Seventh Street extended Northerly and the Northern Boundary of Railroad Avenue (U.S. 395) in said Town of Minden; thence North 63°25' West along said Northern Boundary a distance of 159 feet to a point; thence North 26°35' East a distance of 120 feet to a point; thence South 63°25' East a distance of 159 feet to a point; thence South 26°35' West a distance of 120 feet to THE POINT OF BEGINNING.

EXCEPT THEREFROM: that portion of a parcel of said land conveyed to the County of Douglas in Deed recorded May 7, 1982, in Book 582, Page 342, Document No. 67574, of Official Records of Douglas County, Nevada.

APN 1320-29-401-010

TOGETHER WITH a non-exclusive easement for roadway and incidental purposes over, under and across the West 13 feet of that portion of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., as set forth in Easement Deed recorded January 5, 1984 in Book 184, Page 149, Document No. 093839, of Official Records of Douglas County, Nevada.

PARCEL 10:

That portion of the Southwest one-quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the intersection of the Northerly right of way line of U.S. Route 395, also known as Railroad Avenue, and the

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Easterly right of way line, extension of Seventh Street as shown on that certain Record of Survey recorded September 2, 1980, in Book 980, Page 057, Document No. 48058, Official Records of Douglas County, State of Nevada, being the True Point of Beginning; thence North $63^{\circ}25'00''$ West, 70.25 feet; thence North $26^{\circ}35'00''$ East, 110.00 feet; thence South $63^{\circ}25'00''$ East, 70.00 feet; thence South $26^{\circ}35'00''$ West, 110.00 feet to the TRUE POINT OF BEGINNING.

Reference is made to Record of Survey recorded September 2, 1980 in Book 980, Page 57, Document No. 48058, Official Records, Douglas County, Nevada.

APN 1320-29-407-009

Together with a Non-exclusive easement for road and incidental purposes, over, under and across the East 13 feet of the following described Parcel of land:

A rectangular piece of parcel of land situate, lying and being in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., adjacent to the Northern side of Railroad Avenue (U.S. 395) in the Town of Minden, Douglas County, Nevada, more particularly described as follows:

Beginning at the point of intersection of the Western Boundary of Seventh Street extended Northerly and the Northern Boundary of Railroad Avenue (U.S. 395) in said Town of Minden; thence North $63^{\circ}25'$ West, along said Northern Boundary, a distance of 159 feet to a point; thence North $26^{\circ}35'$ East, a distance of 120 feet to a point; thence South $63^{\circ}25'$ East, a distance of 159 feet to a point; thence South $26^{\circ}35'$ West, a distance of 120 feet to POINT OF BEGINNING.

PARCEL 11:

PARCEL A:

A parcel of land in the Town of Minden, North of Highway 395, and West of Buckeye Lane (Sixth Street), and also being in the South 1/2 of the Southwest 1/4 of Section 29, Township 13, North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, more particularly described as follows:

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BEGINNING at the Northwest corner of the intersection of Buckeye Lane and Highway 395 from which the Minden Town Monument bears South $59^{\circ}06'23''$ East, 713.05 feet. The Town Monument being located South $89^{\circ}18'25''$ East, 4649.90 feet from the one-quarter corner common to Sections 30 and 31, in Township 13 North, Range 20 East, M.D.B.&M., thence running along the Northerly side of Highway 395, North $63^{\circ}25'$ West, 1423.40 feet; thence North $26^{\circ}35'$ East, 120.00 feet; thence South $63^{\circ}25'$ East, 690.00 feet; thence North $79^{\circ}00'$ East, 114.27 feet to the True Point of Beginning; thence continuing North $79^{\circ}00'$ East, 289.54 feet to a point; thence South $26^{\circ}35'$ West, 176.29 feet to a point; thence North $63^{\circ}25'$ West, 222.45 feet to the Point of Beginning.

EXCEPTING THEREFROM, a parcel of land located within a portion of the Southwest one-quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, Being further described as area "B" as shown on the map filed within the Official Records of Douglas County, Nevada as Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street; thence North $26^{\circ}35'00''$ East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North $79^{\circ}00'00''$ East, 58.44 feet to the POINT OF BEGINNING; thence North $79^{\circ}00'00''$ East, 96.79 feet; thence South $26^{\circ}35'00''$ West, 59.04 feet to a point on the Northerly right-of-way line of 8th Street; thence North $63^{\circ}25'00''$ West, 76.70 feet to the POINT OF BEGINNING.

PARCEL B:

A parcel of land located within a portion of the Southwest One-Quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, Being further described as area "A" as shown on the map filed within the Official Records of Douglas County, Nevada, Document No. 86414 and being more particularly described as follows:

Commencing at a point lying at the intersection of the Northerly right-of-way line of U.S. Highway 395 and the Westerly right-of-way line of 8th Street; thence North $26^{\circ}35'00''$ East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North $79^{\circ}00'00''$ East, 155.23 feet to the

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POINT OF BEGINNING; thence North $26^{\circ}35'00''$ East, 59.03 feet; thence South $63^{\circ}25'00''$ East, 76.71 feet; thence South $79^{\circ}00'00''$ West, 96.80 feet to the POINT OF BEGINNING.

APN 1320-29-401-005

PARCEL 12:

A parcel of land situate in the TOWN OF MINDEN, Nevada, and being a portion of the Southwest $1/4$ of the Southwest $1/4$ of Section 29, Township 13 North, Range 20 East, M.D.B.&M. and being more particularly described as follows:

Commencing at a point in the Northerly right of way line of Railroad Ave. at the intersection of the centerline of Ninth St. produced; thence along the Northerly right of way line of Railroad Ave., North $63^{\circ}25'00''$ West, 57.00 feet to the True Point of Beginning; thence continuing North $63^{\circ}25'00''$ West, 75.00 feet to a $1/2''$ rebar; thence normal to said right of way line North $26^{\circ}35'00''$ East 120.00 feet to a $1/2''$ rebar; thence parallel to said right of way line South $63^{\circ}25'00''$ East, 75.00 feet to a 12" rebar; thence South $26^{\circ}35'00''$ West, 120.00 feet to a $1/2$ rebar at the Point of Beginning.

APN 1320-29-401-003

PARCEL 13:

Being a portion of Section 30, Township 13 North, Range 20 East, M.D.B.&M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Northeasterly corner of Parcel 1 of that certain PARCEL MAP for WESTERN NEVADA PROPERTIES, INC., as said map was recorded in Book 690 at Page 524 as Document No. 227471 of the Official Records of said Douglas County, said corner being on the Northeasterly right-of-way line of Lucerne Street; thence N. $70^{\circ}04'55''$ E., 70.00 feet to the beginning of a curve concave to the South and having a radius of 260.00 feet; thence Easterly along said curve through a central angle of $40^{\circ}00'00''$ and arc distance of 181.51 feet to a point of reversing curvature, a radial line through said point bears N. $20^{\circ}04'55''$ E., said curve being concave to the North and having a radius of 250.00 feet; thence Easterly along said curve through a central angle of $40^{\circ}00'00''$ an arc distance of 174.53 feet;

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thence N. 70°04'55" E., 29.12 feet; thence S. 0°15'05" W., 266.69 feet; thence S. 23°46'21" W., 216.85 feet; thence N. 64°13'36" W., 107.04 feet; thence S. 26°23'33" W., 59.88 feet; thence N. 63°36'27" W., 2.00 feet thence S. 26°23'33" W., 4.00 feet; thence S. 63°36'27" E., 2.00 feet; thence S. 26°23'33" W., 72.89 feet to a point on the Northeasterly right-of-way line of U.S. Highway 395; thence Northwesterly along said right-of-way line N. 63°25'00" W., 135.00 feet to the beginning of a curve concave to the Northeast and having a radius of 55.00 feet; thence Northwesterly along said curve through a central angle of 82°39'07" an arc distance of 79.34 feet to a point of reversing curvature, said point being on the Easterly right-of-way line of Lucerne Street, a radial line through said point bears S. 70°45'53" E., said curve being concave to the West and having a radius of 375.04 feet; thence Northerly along said curve through a central angle of 39°09'12" an arc distance of 256.29 feet; thence N. 19°55'05" W., 137.08 feet to the Point of Beginning.

Said parcel of land further imposed as Parcel 1A on that Record of Survey/Boundary line adjustment Deed recorded April 22, 1997, Book 497, Page 3362, Document No. 411078 and by Certificate of Amendment to Boundary Line Adjustment recorded October 24, 1997, in Book 1097, Page 4500, Document No. 424658.

APN 1320-30-703-003

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1665, AS FILE NO. 188507, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 26, 1988, BOOK 1088, PAGE 3575, AS FILE NO. 189471, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED DECEMBER 30, 1999, BOOK 1299, PAGE 5501, AS FILE NO. 483594, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

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"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 1, 1997, BOOK 897, PAGE 332, AS FILE NO. 418590, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JANUARY 23, 1995, BOOK 195, PAGE 2907, AS FILE NO. 354787, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 4, 1989, BOOK 889, PAGE 728, AS FILE NO. 208095, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 2, 1997, BOOK 997, PAGE 331, AS FILE NO. 420810, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED NOVEMBER 12, 1999, BOOK 1199, PAGE 2204, AS FILE NO. 480577, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED APRIL 22, 1997, BOOK 497, PAGE 3363, AS FILE NO. 411079, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JULY 16, 1992, BOOK 792, PAGE 2499, AS FILE NO. 283489, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED DECEMBER 31, 1986, BOOK 1286, PAGE 4355, AS FILE NO. 147792, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF

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NEVADA."

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REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 FEB -5 PM 3: 54

LINDA SLATER
RECORDER

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