

REQUESTED BY

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

RECORDED AT THE REQUEST OF:

Douglas County, Nevada
District Attorney's Office
Post Office Box 218
Minden, Nevada 89423
APN 1320-08-001-016
020106911

2003 DEC 22 PM 3:24

WERNER CHRISTEN
RECORDER

\$44.00 PAID KJ DEPUTY

R.P.T.T. \$ 79.95

QUITCLAIM DEED

This deed is made this 22nd day of December, 2003 between Douglas County, a political subdivision of the State of Nevada, Grantor, and Clubhouse/Minden LLC, a California limited liability company, Grantee.

The Grantor, for good and valuable consideration, the receipt of which is acknowledged, quitclaims to the Grantee, and to its assigns forever, all of its interest in that certain tract, piece or parcel of land situated in and being a portion of Northeast ¼ of Section 8, Township 13 North, Range 20 East, Mount Diablo Meridian, County of Douglas, State of Nevada, and more particularly described as APN 1320-08-001-016 in the legal description attached as exhibit "A", and shown on the map attached as exhibit "B", together with all and singular tenements, hereditaments, and appurtenances belonging to or in anyway appertaining to the property and reserving a perpetual and assignable avigation easement.

This easement applies to the Airspace above an imaginary plane over the real property. The plane is described as follows:

The imaginary plane above the described real property, as defined by Part 77 of the Federal Aviation Regulations, and consists of a plane, the approximate dimensions of which are described and shown on the attached Exhibit "C", which is incorporated by this reference and the elevation of the plane being based upon the Minden-Tahoe Airport official runway end elevation of 4718 feet Above Mean Sea Level (AMSL).

This easement is for, but is not limited to, the following:

(1) The use and benefit of the public for the free flight and passage of any aircraft, of any and all kinds now or in the future known, in, through, across, or about any portion of the described Airspace.

(2) The right to cause or create, or permit within all space above the existing surface of the described real property and any and all Airspace laterally adjacent to the real property, such noise (which could exceed levels of DNL 65dB or greater), vibration, fumes, odors, currents and other effects of air, interference with television, radio, or telephone signals, illumination, and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or in the future known or used, for navigation of or flight in air.

(3) The Grantee agrees not to interfere with radar, radio or other systems for tracking, communicating with monitoring or controlling aircraft, construct or maintain lighting that

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interfere with the ability of the aircraft pilot to distinguish between the airport lights and Grantee's lights; or create or maintain a wildlife hazard, as defined by the CFR title 14, part 139 as amended.

(4) A continuing right to clear and keep clear from the Airspace any portions of buildings, structures, or improvements of any kinds, and of trees or other objects, including the right to remove or demolish those portions of the buildings, structures, improvements, trees, or other things which extend into or above the Airspace, and the right to cut to the ground level and remove, any trees which extend into or above the Airspace.

(5) The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects which extend into or above the Airspace.

(6) The right of ingress to, passage within, and egress from the real property, for the purposes described in subparagraphs (4) and (5) above at reasonable times and after reasonable notice.

On behalf of itself, its successors and assigns, the Grantee covenants with the Douglas County, for the direct benefit of the Minden-Tahoe Airport, that neither the Grantee, nor its successors in interest or assigns will construct, install, erect, place or grow in or upon the real property, nor will they permit to allow, any building structure, improvement, tree or other object which extends into or above the Airspace, or which constitutes an obstruction to air navigation, or which obstructs or interferes with the use of the easement granted in this agreement.

The easement granted is both appurtenant to and for the direct benefit of that real property which constitutes the Minden-Tahoe Airport, in Douglas County, State of Nevada; and is deemed in gross, being reserved by Douglas County for the benefit of the county and any and all members of the general public who may use the easement, in landing at, taking off from or operating an aircraft in or about Minden-Tahoe Airport, or in flying through the Airspace.

Grantee, together with its successors in interest and assigns, waives its right to legal action against Douglas County, its successors, or assigns for monetary damages or other redress due to impacts, as described in subparagraph (2) of the granted rights of easement, associated with aircraft operations in the air or on the ground at the airport, including future increases in the volume or changes in location of operations. Furthermore, Douglas County, its successors, and assigns shall have no duty to avoid or mitigate any damages through physical modification of airport facilities or establishment or modification of aircraft operational procedures or restrictions. Also, this grant of easement will not operate to deprive the Grantee, its successors or assigns, of any rights Grantee may have against any air carrier or private operator for negligent or unlawful operation of aircraft.

These covenants and agreements run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantee, and, for the purpose of this instrument, the real property described above is the servient tenement and Minden-Tahoe Airport is the dominant tenement.

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Grantor also agrees that by this conveyance that the Airport Rules and Regulations will not apply to the property.

The Grantor has signed on the day and year above written.

GRANTOR

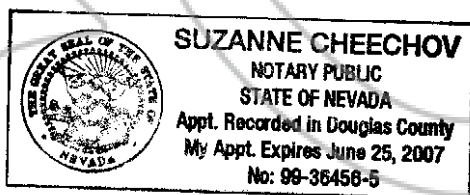
Kelly D. Kite
Kelly D. Kite
Chairman, Board of Commissioners

State of NV)
County of Douglas) ss.

This instrument was acknowledged before me on this 22nd day of December, 2003,
by Kelly D. Kite.

Suzanne Cheechov
Notary Public

WITNESS my seal.



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EXHIBIT "A"

HADDAN ENGINEERING, INC.

CIVIL ENGINEERING, SURVEYING & CONSULTING



**DESCRIPTION OF APN 1320-08-001-016
DOUGLAS COUNTY, NEVADA**

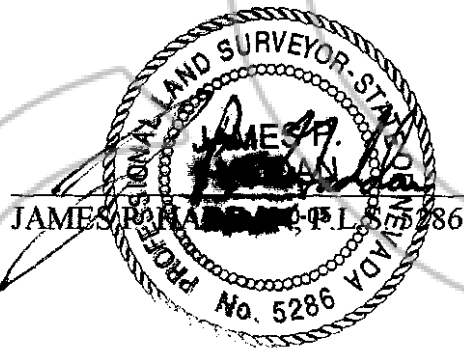
DESCRIPTION OF ALL THAT LOT, PIECE, OR PARCEL OF LAND, BEING A PORTION OF THE NE¼ OF SECTION 8, T.13N., R.20E., M.D.B.& M., DOUGLAS COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N¼ CORNER OF SECTION 8, T.13N., R.20E., M.D.B.& M.; THENCE S. 52° 58' 51" E., 1631.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE N. 00° 09' 32" W., 981.02 FEET; THENCE S. 89° 57' 10" E., 33.01 FEET; THENCE S. 00° 02' 28" E., 822.63 FEET; THENCE ON A CURVE TO THE RIGHT WITH RADIUS OF 420.00 FEET, CENTRAL ANGLE OF 22° 08' 52" AND ARC LENGTH OF 162.35 FEET TO THE TRUE POINT OF BEGINNING.

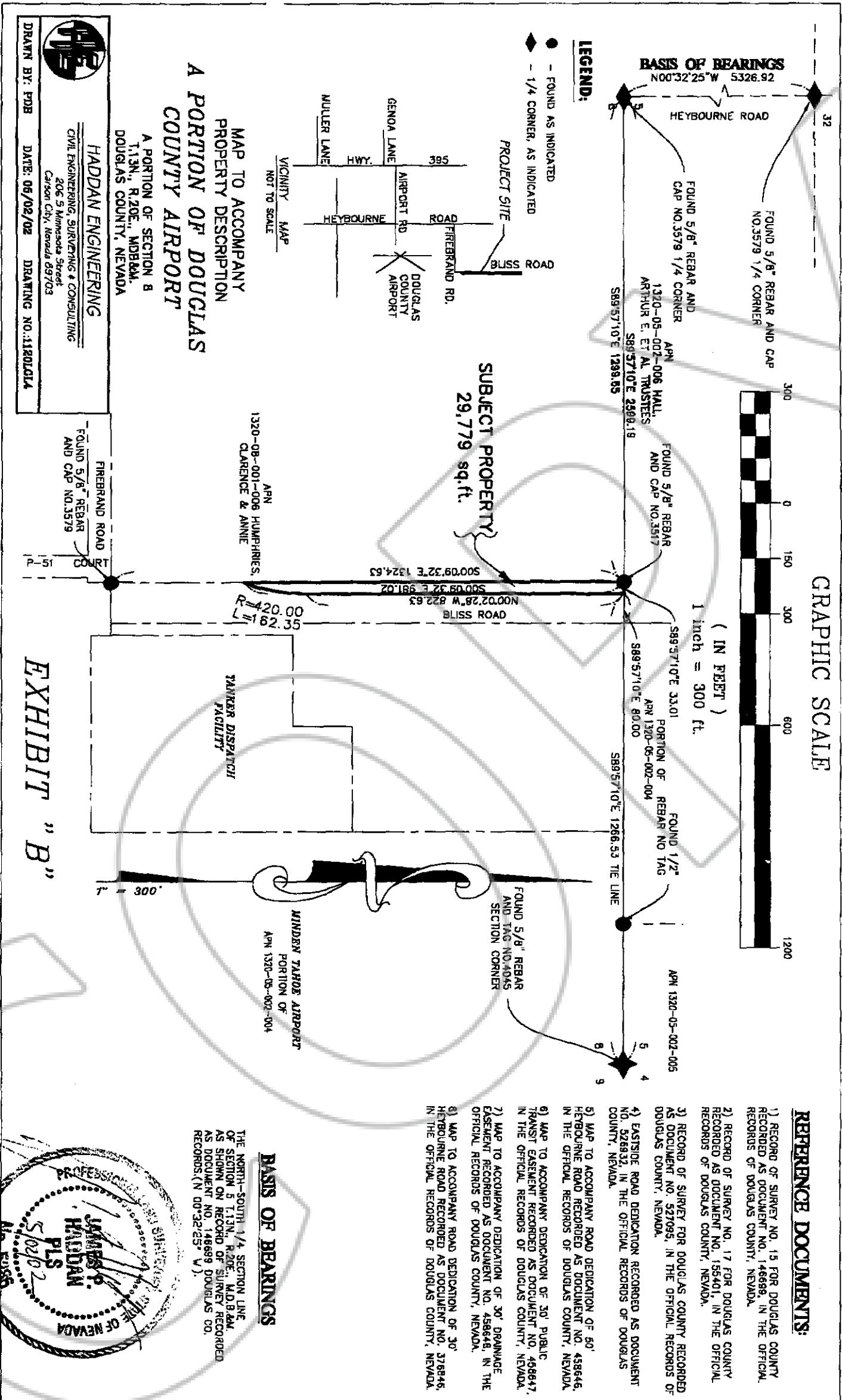
CONTAINING 29,779 SQUARE FEET OR 0.68 ACRES MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS IS THE NORTH-SOUTH ¼ SECTION LINE OF SECTION 5, T.13N., R.20E., M.D.B.& M., AS SHOWN ON RECORD OF SURVEY RECORDED AS DOCUMENT NO. 146699, DOUGLAS COUNTY RECORDS. (N. 00° 32' 25" W.)



10/7/03
DATE



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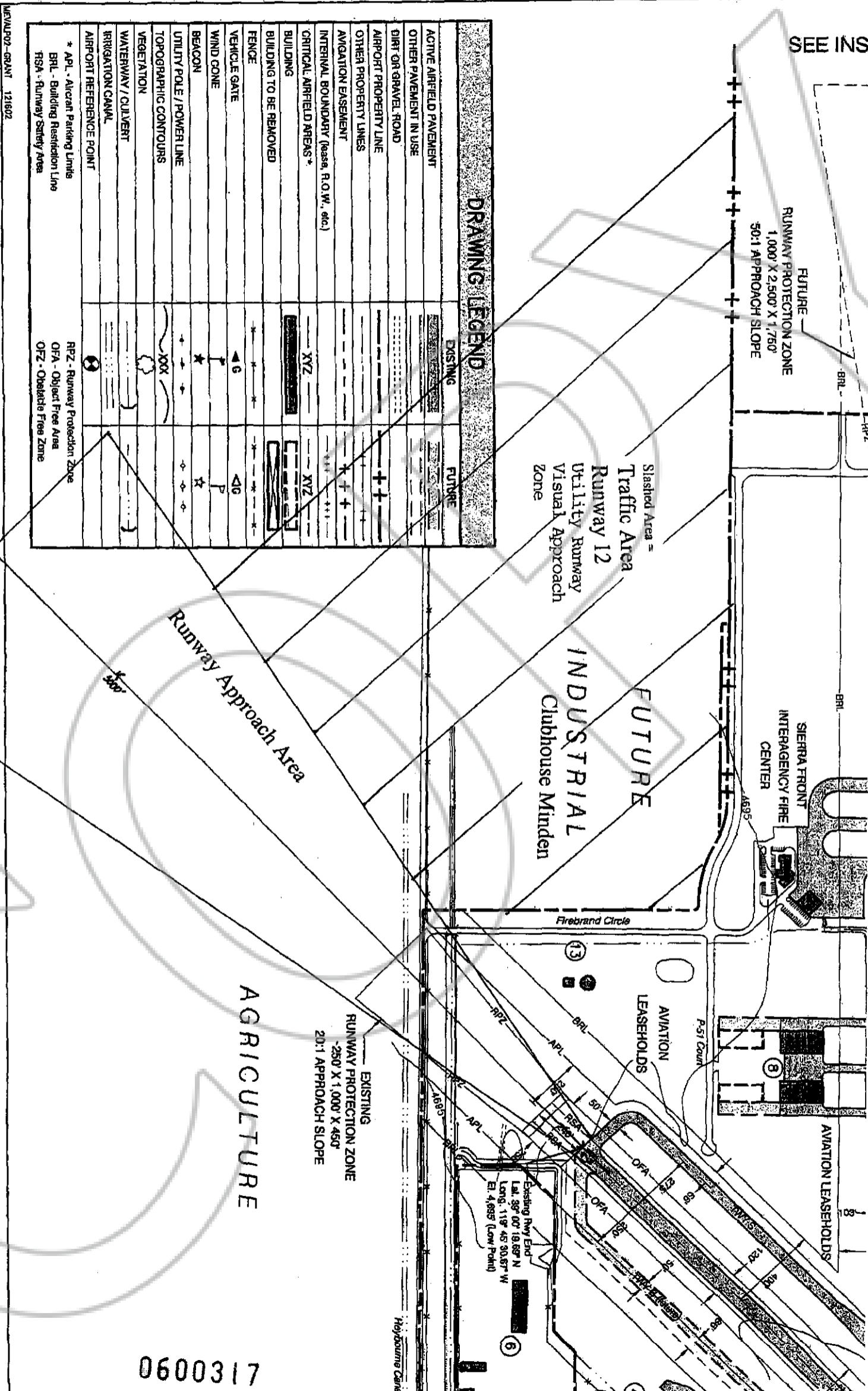


Exhibit "C"

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