

A.P. Nos. 1320-29-401-004  
1320-29-401-002  
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

2004 MAY 10 AM 10:51

WERNER CHRISTEN  
RECORDER

40 PAID KJ DEPUTY

When recorded mail to:

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

040500790

**ASSIGNMENT OF ENTITLEMENTS, CONTRACTS,  
RENTS AND REVENUES**

THIS ASSIGNMENT OF ENTITLEMENTS, CONTRACTS, RENTS AND REVENUES ("Assignment") is made and entered into as of May 7, 2004 by and among CARSON VALLEY INN, INC., a Nevada corporation ("CVII") and MULREANY ASSOCIATES, LLC, a Nevada limited liability company ("MALLC") and, together with CVII, "Assignors"), parties of the first part, and WELLS FARGO BANK, National Association, hereinafter referred to, together with its successors and assigns, as "Lender," party of the second part.

**R E C I T A L S:**

WHEREAS:

A. MALLC is the owner of the real property which is situate in the County of Douglas, State of Nevada and which is particularly described as Parcels 1 through 5, 6, 7 and 10 on Exhibit "A" attached hereto (collectively, the "MALLC Land"). CVII is the owner of the property which is situate in the County of Douglas, State of Nevada and which is particularly described as Parcels 8, 9 and 11 on Exhibit "A" attached hereto and incorporated by reference herein (collectively, the "CVII Land" and, together with the MALLC Land, the "Land"). MALLC leases Parcels 1 through 5 and 7 of the "MALLC Land" (the "Lease Property") to CVII pursuant to that certain Ground Lease dated September 15, 1988, by and between Mulreany Associates, a Nevada general partnership (the predecessor in interest to MALLC), as lessor, and CVII, as lessee (the "Ground Lease"). CVII is the owner of all Improvements situate

on the Lease Property subject to the terms and conditions set forth in the Ground Lease. Record notice of the Ground Lease is given pursuant to that certain Memorandum of Lease, dated October 13, 1988, that was recorded in the Official Records of Douglas County, Nevada on October 14, 1988, in Book 1088, at Page 1730, as Document No. 188513, and re-recorded on October 26, 1988 in Book 1088, at Page 3634, as Document No. 189474.

B. All references herein to the "Real Property" shall be to: (i) the Land; (ii) all real property which is adjacent to, or used in connection with, the Land and in which Assignors, or either of them, now own, or hereafter acquire, an interest (the "Adjacent Property"); and (iii) all tenements, hereditaments and appurtenances to the Land or the Adjacent Property.

C. Reference is made to that certain Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed concurrently, or substantially concurrent, herewith by and among Assignors as Borrowers, Lender as Lender, and Patrick A. Mulreany and Jean E. Mulreany as Guarantors.

D. All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

E. Pursuant to the Credit Agreement, and subject to the terms and conditions specified therein, Lender has agreed to provide a reducing revolving credit facility to Assignors with an initial maximum principal amount of Sixteen Million Dollars (\$16,000,000.00) available for Borrowings thereunder (together with all extensions, renewals, amendments, substitutions and other modifications thereof, the "Credit Facility"), which Credit Facility includes a subfacility for issuance of Letters of Credit by Lender for the account of Assignors, or either of them (together with all extensions, renewals, amendments, substitutions, and other modifications thereof, the "L/C Facility" and, together with the Credit Facility, the "Bank Facilities"); all as more particularly set forth by the Credit Agreement.

F. It is a condition of the Bank Facilities that all of Assignors' present and future right, title and interest in and to:

(i) All assignable leases and purchase contracts which are now existing or are hereafter entered into, for furniture, fixtures, equipment, signs and other items of personal property which are used in connection

with, or which relate to: (aa) the Real Property; (bb) the hotel and casino business and related activities to be conducted by, or on behalf of, Assignors, or either of them on the Real Property (collectively, the Casino Facilities); or (cc) any other business activity now, or hereafter, conducted by, or on behalf of, Assignors, or either of them, on, or in connection with, the Real Property (collectively, the "Additional Business(es)"); all together with any and all modifications, extensions, or renewals thereof (collectively, the "Equipment Agreements");

(ii) All assignable leases, subleases, licenses, concessions, franchises and other use or occupancy agreements which now exist or are hereafter entered into and which relate to any portion of the Real Property, and all guarantees, extensions, renewals, amendments and modifications thereof (collectively, the "Spaceleases");

(iii) All present and future rents, issues, profits, products, earnings, accounts, rights, benefits, income, proceeds, payments, revenue, receipts and deposits of any kind or nature (collectively, the "Proceeds") which relate to, or are derived from, the Real Property, the "Casino Facilities", or any Additional Business, including, without limitation, present and future Proceeds, of any nature whatsoever, derived from, or received with respect to, casinos, bars, restaurants, hotel rooms, banquet facilities, convention facilities, retail premises and other facilities related to, or used in connection with, the Real Property, the Casino Facilities, and/or any Additional Business, and also including without limitation, Proceeds from any of the Spaceleases (collectively, the "Rents and Revenues"); and

(iv) All present and future assignable permits, licenses, warranties, contracts and other entitlements, if any, which are issued, granted, agreed to, or entered into in connection with, or relating to, the Real Property, the Casino Facilities or any Additional Business, together with any and all modifications, extensions or renewals thereof (collectively, the "Entitlements");

be presently assigned to Lender in consideration of the Bank Facilities upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the Bank Facilities, Assignors do hereby presently, absolutely and unconditionally assign to the Lender all of their right, title and interest in and to the Equipment Agreements, the Spaceleases, the Rents and Revenues and the Entitlements as follows:

1. Assignors do hereby grant, assign and convey unto Lender all the right, title, interest and privilege which each of them have or may hereafter acquire, in or to: (i) all Equipment Agreements, Spaceleases and/or Entitlements; and (ii) the Rents and Revenues. Without limiting the generality of the foregoing, and subject to the provisions of Sections 4 and 5 below, Lender shall have the present and continuing right with full power and authority, in its own name, or in the name of Assignors, or either of them, or otherwise: (aa) to do any and all things which Assignors, or either of them, may be or may become entitled to do under the Equipment Agreements, Spaceleases, and/or Entitlements and the right to make all waivers and agreements, give all notices, consents and releases and other instruments and to do any and all other things whatsoever which Assignors, or either of them, may be or may become entitled to do under said Equipment Agreements, Spaceleases and/or Entitlements; and (bb) to make claim for, enforce, collect, receive and make receipt (in its own name, in the name of Assignors, or either of them, or otherwise) for any and all of the Rents and Revenues and to do any and all things which Assignors, or either of them, are or may become entitled to do for the collection of the Rents and Revenues.

2. The acceptance of this Assignment and the payment or performance under the Equipment Agreements, the Spaceleases, the Rents and Revenues and/or Entitlements hereby assigned shall not constitute a waiver of any rights of Lender under the terms of the Credit Agreement or any other Loan Document for the benefit of Lender.

3. Assignors shall keep and perform the following with respect to the Equipment Agreements, the Spaceleases and the Entitlements:

a. Except as may be permitted in the Credit Agreement, none of the Assignors will further assign any interest in the Equipment Agreements, in the Spaceleases, or in the Entitlements, or create or permit any lien, charge, or encumbrance upon its interests in the Equipment Agreements, in the Spaceleases or in the Entitlements;

b. None of the Assignors will, without the prior written consent of Lender:

(i) Cause, or consent to, any cancellation, termination or surrender of any Equipment Agreement, Spacelease or Entitlement if such cancellation, termination or surrender would be reasonably likely to materially and adversely affect either the Casino Facilities or any Additional Business (except for any cancellation or termination of an Equipment Agreement, Spacelease or Entitlement which is caused by a default thereunder on the part of a party other than Assignors or an Affiliate of Assignors);

(ii) Permit any event to occur which would entitle any party to an Equipment Agreement, Spacelease or Entitlement to terminate or cancel said Equipment Agreement, Spacelease or Entitlement if such cancellation or termination would be reasonably likely to materially and adversely affect either the Casino Facilities or any Additional Business (except any cancellation or termination of an Equipment Agreement, Spacelease or Entitlement which is caused by a default thereunder on the part of a party other than Assignors or an Affiliate of Assignors);

(iii) Amend or modify any of the Equipment Agreements or the Spaceleases or any of the Entitlements if such amendment or modification would be reasonably likely to materially and adversely affect either the Casino Facilities or any Additional Business;

(iv) Waive any default under or breach of any Equipment Agreements, any Spaceleases or any Entitlements except for any waiver that would not be reasonably likely to result in any material adverse affect on either the Casino Facilities or any Additional Business; or

(v) Give any consent, waiver or approval which would impair Assignors' interest in any of the Equipment Agreements, any of the Spaceleases or any of the Entitlements if such consent, waiver or approval would be reasonably likely to materially and adversely affect either the Casino Facilities or any Additional Business.

c. Assignors will promptly notify Lender of the occurrence of any default under any of the Equipment Agreements, Spaceleases and/or Entitlements, which, if left uncured, would be reasonably likely to materially and adversely affect either the Casino Facilities or any Additional Business.

4. Notwithstanding anything to the contrary contained in this Assignment, it is understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement there is reserved to Assignors a revocable license to retain, use and enjoy the Equipment Agreements, the Spaceleases, the Entitlements and the properties and entitlements which are the subject thereof. Upon the occurrence of an Event of Default, such license granted to Assignors may be immediately revoked by Lender (except that, upon occurrence of an Event of Default under subsections 7.01(f), (g) or (h) of the Credit Agreement, such license granted to Assignors shall be automatically revoked) without further demand or notice and Lender is hereby empowered to enter and take possession of the Real Property and to use, manage and operate the same and to do all acts required or permitted by the Equipment Agreements, the Spaceleases and/or the Entitlements, and perform such other acts in connection with the use, management and operation of the property and entitlements, which are the subject of the Equipment Agreements, the Spaceleases



and the Entitlements as Lender, in its sole discretion, may deem proper (including, without limitation, such acts as are otherwise authorized under this Assignment). Lender agrees that, until such license granted to Assignors has been revoked, as set forth above, Lender shall refrain from exercising its rights and remedies which are granted with respect to the Equipment Agreements, the Spaceleases, and/or the properties they concern under Section 1 of this Assignment or under this Section 4. Should the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under the Deed of Trust, then such license granted to Assignors shall be immediately reinstated without further demand or notice and Lender shall, as soon as reasonably possible, redeliver to Assignors possession of the Equipment Agreements, of the Spaceleases and of the Entitlements (and, at the expense of Assignors, shall execute such notices to third parties as Assignors may reasonably request) and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder as if the Event of Default had not occurred (without impairment of or limitation on Lender's right to proceed hereunder upon subsequent Events of Default).

5. It is also understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement there is reserved to Assignors a revocable license to collect the Rents and Revenues as they become due, but not prior to accrual. Upon the occurrence of an Event of Default, such license granted to Assignors may be immediately revoked (except that, upon occurrence of an Event of Default under subsections 7.01(f), (g) or (h) of the Credit Agreement, such license granted to Assignors shall be automatically revoked) without further demand or notice and Lender is hereby empowered, but shall not be obligated, to do any, or all of the following: (i) enter and take possession of the Real Property; (ii) manage and operate all, or any portion of, the Real Property, the Casino Facilities and/or the Additional Businesses (or any of them); (iii) demand payment of the Rents and Revenues from the appropriate party; (iv) give notice that further payments of Rents and Revenues are to be made as directed by Lender; and (v) settle compromise, bring suit in respect of Rents and Revenues or otherwise deal with the person owing such Rents and Revenues, either in the name of Assignors or in its own name; all on its own behalf or through a receiver. If any such Rents and Revenues are collected by Assignors in violation of this Assignment, such Rents and Revenues shall be held in trust for the benefit of Lender. No action taken by Lender, or by a receiver, in exercising any of the rights and remedies hereunder shall cause any of them to be characterized as a "Mortgagee in Possession". This Assignment is intended to be and is an absolute present assignment from Assignors to Lender and not merely the passing of a security interest. Lender agrees that, until such license granted to Assignors has been revoked, as set forth above, Lender shall refrain from exercising its rights and remedies which are granted with respect to the Rents and Revenues and/or the collection thereof under Section 1 of this Assignment or under this Section 5. Should

the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under the Deed of Trust, then such license granted to Assignors shall be immediately reinstated without further demand or notice and Lender shall, as soon as reasonably possible, execute, at the expense of Assignors, such notices to third parties as Assignors may reasonably request and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder as if the Event of Default had not occurred (without impairment of or limitation on Lender's right to proceed hereunder upon subsequent Events of Default).

6. Lender shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignors under the Equipment Agreements, the Spaceleases, the Entitlements, and/or relating to the Rents and Revenues. This Assignment shall not place responsibility for the management, control, care, operation or repair of the Real Property, the Casino Facilities or any Additional Business, upon Lender, or upon any of its trustees, directors, officers, employees, agents, attorneys or stockholders (collectively, the "Indemnified Parties"); nor shall this Assignment cause any of the Indemnified Parties to be responsible or liable for any negligence in the management, control, care, operation or repair of the Real Property, the Casino Facilities or any Additional Business, which results in loss, injury or death to any tenant, guest, licensee, employee or stranger (provided that this Section 6 shall not act to relieve any Indemnified Party from liability which results from such Indemnified Party's own gross negligence or willful misconduct).

7. Assignors agree to indemnify, protect, defend and hold harmless the Indemnified Parties from and against any and all losses, damages, expenses or liabilities of any kind or nature from any suits, claims, demands or other proceedings, including reasonable counsel fees incurred in investigating or defending such claim, suffered by either of them and caused by, relating to, arising out of, resulting from, or in any way connected with: (i) this Assignment; (ii) any of the Equipment Agreements, Spaceleases, Entitlements, or Rents and Revenues; or (iii) the management, control, care, operation or repair of the Real Property, the Casino Facilities and/or any Additional Business; all in accordance with Section 5.14 of the Credit Agreement, which is incorporated by reference herein, as if fully set forth herein.

8. Assignors agree that this Assignment and the designation and directions herein set forth are irrevocable. Until Credit Facility Termination has occurred, Assignors will not make any other assignment, designation or direction inconsistent herewith (except as otherwise permitted in the Credit Agreement), and any such assignment, designation or direction which is inconsistent herewith shall be void. Assignors will, from time to time, execute all such instruments of further assurance and all such supplemental instruments as may be reasonably requested by Lender.

9. No action or inaction on the part of Lender shall constitute an assumption on the part of Lender, of any obligations or duties under the Equipment Agreements, Spaceleases and/or the Entitlements, or relating to the Rents and Revenues. No action or inaction on the part of Assignors shall adversely affect or limit in any way the rights of Lender under this Assignment or, through this Assignment, under the Equipment Agreements, the Spaceleases and/or the Entitlements, or relating to the Rents and Revenues.

10. Assignors covenant and represent that no other assignments of its interests in the Equipment Agreements, Spaceleases and/or the Entitlements, or of its interests in the Rents and Revenues have been made; that no notice of termination has been served on either of them with respect to any Equipment Agreements, the Spaceleases or the Entitlements, the termination of which would be reasonably likely to result in a Material Adverse Change; and that there are presently no defaults existing under any of the Equipment Agreements, the Spaceleases or the Entitlements, which defaults would be reasonably likely to result in a Material Adverse Change if left uncured.

11. The full performance of the terms contained in the Credit Agreement and the other Loan Documents and the due release and termination of the Security Documentation shall render this Assignment void. Upon such performance, release and termination, Lender, at the request and the expense of Assignors, will deliver either an instrument canceling this Assignment or assigning the rights of Lender hereunder, as Assignors shall direct.

12. Assignors and Lender intend that this Assignment shall be a present, absolute and unconditional assignment, subject to the license granted above, and not merely the passing of a security interest. During the term of this Assignment, neither the Equipment Agreements, the Spaceleases, the Entitlements nor the Rents and Revenues shall constitute property of Assignors (or any estate of Assignors) within the meaning of 11 U.S.C. § 541 (as it may be amended or recodified from time to time).

13. This Assignment applies to, binds and inures to the benefit of, the parties hereto and their respective heirs, administrators, executors, successors and assigns. This Assignment may not be modified or terminated orally. The obligations of Assignors hereunder shall be joint and several.

14. All of the rights and remedies of Lender hereunder are cumulative and not exclusive of any other right or remedy which may be provided for hereunder or under any other Loan Document. Nothing contained in this Assignment and no act done or omitted by Lender, pursuant to its terms shall be deemed a waiver by Lender of any rights or remedies under the Loan Documents, and this Assignment is made



and accepted without prejudice to any rights or remedies possessed by Lender under the terms of the Loan Documents. The right of Lender to collect the secured principal, interest, and other Indebtedness, and to enforce any security may be exercised by Lender prior to, simultaneous with, or subsequent to any action taken under this Assignment.

15. Upon the occurrence of an Event of Default, Assignors shall be deemed to have appointed and does hereby appoint Lender the attorney-in-fact of Assignors to prepare, sign, file and/or record such documents or instruments, or take such other actions, as may be reasonably necessary to perfect and preserve, against third parties, the interest in the Equipment Agreements, the Spaceleases, the Entitlements and Rents and Revenues which is granted to Lender hereunder.

16. This Assignment shall be governed by the internal laws of the State of Nevada, without regard to principles of conflict of law.

17. This Assignment may be executed in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute one and the same document.

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

ASSIGNORS:

CARSON VALLEY INN, INC.  
a Nevada corporation

By: *Patrick A. Mulreany*  
Patrick A. Mulreany,  
President and Treasurer

LENDER:

WELLS FARGO BANK, National  
Association

By: *Greg Rossiter*  
Greg Rossiter,  
Relationship Manager

MULREANY ASSOCIATES, LLC  
a Nevada limited liability company

By: *Patrick A. Mulreany*  
Patrick A. Mulreany,  
Manager

By: *Jean E. Mulreany*  
Jean E. Mulreany,  
Manager

By: MULREANY ASSOCIATES,  
a Nevada general partnership,  
its sole member

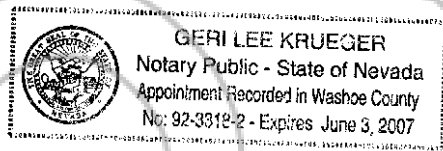
By: *Patrick A. Mulreany*  
Patrick A. Mulreany,  
General Partner

By: *Jean E. Mulreany*  
Jean E. Mulreany,  
General Partner

STATE OF NEVADA )  
 ) ss  
COUNTY OF ~~DOUGLAS~~ Washoe )

This instrument was acknowledged before me on May 7, 2004 by PATRICK A. MULREANY as President and Treasurer of CARSON VALLEY INN, INC.

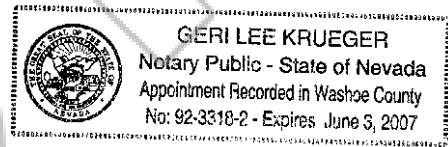
Gerie Lee Krueger  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF ~~DOUGLAS~~ Washoe )

This instrument was acknowledged before me on May 7, 2004 by PATRICK A. MULREANY as Manager of MULREANY ASSOCIATES, LLC.

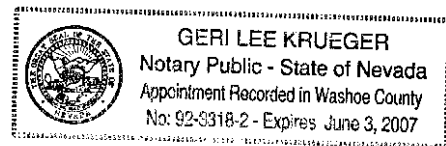
Gerie Lee Krueger  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF ~~DOUGLAS~~ Washoe )

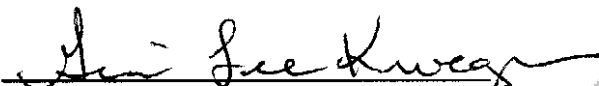
This instrument was acknowledged before me on May 7, 2004 by JEAN E. MULREANY as Manager of MULREANY ASSOCIATES, LLC.

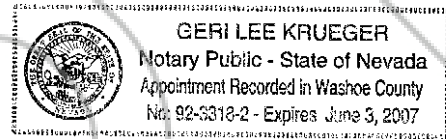
Gerie Lee Krueger  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF ~~DOUGLAS~~ Washoe )

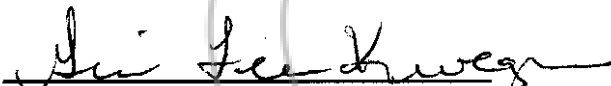
This instrument was acknowledged before me on May 7, 2004 by PATRICK A. MULREANY as a General Partner of MULREANY ASSOCIATES.

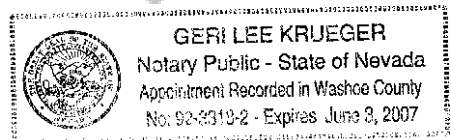
  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF ~~DOUGLAS~~ Washoe )


This instrument was acknowledged before me on May 7, 2004 by JEAN E. MULREANY as a General Partner of MULREANY ASSOCIATES.

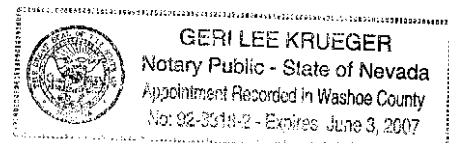
  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE )

This instrument was acknowledged before me on May 7, 2004 by GREG ROSSITER as Relationship Manager of WELLS FARGO BANK, NATIONAL ASSOCIATION.

  
Notary Public



Order No.: 040500790

### 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.

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**EXHIBIT "A"**

SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

**STEWART TITLE**  
Guaranty Company

0612629

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Order No. 040500790

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 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°35'00" East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North 79°00'00" East, 155.23 feet to the POINT OF BEGINNING; thence North 26°35'00" East, 59.03 feet; thence South 63°25'00" East, 76.71 feet; thence South 79°00'00" West, 96.80 feet to the TRUE POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1677, AS FILE NO. 188510, AND RE-RECORDED ON OCTOBER 26, 1988, BOOK 1088, PAGE 3575, AS FILE NO. 189471, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

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°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°35'00" West, a distance of 187.77 feet; thence North 63°25'00" West, a distance of 98.23 feet; thence North 16°53'00" East, a distance of 214.60 feet; thence North

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0612629

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Order No. 040500790

63°25'00" West, a distance of 86.00 feet; thence South 16°53'00" West, a distance of 214.60 feet; thence North 63°25'00" West, a distance of 368.97 feet; thence South 00°03'20" West, a distance of 139.71 feet to the Northeasterly right-of-way line of U.S. Highway 395; thence North 63°25'00" West along the Northeasterly right-of-way line of U.S. Highway 395 a distance of 45.20 feet; thence North 05°41'00" East, a distance of 412.40 feet to the Section line common to Sections 29 and 30; thence North 00°03'20" East along the section line common to Sections 29 and 30, a distance of 57.04 feet; thence South 72°39'07" East, a distance of 449.37 feet; thence South 62°50'16" East, a distance of 265.06 feet; thence South 26°35'00" West, a distance of 192.97 feet, returning to THE TRUE 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°35'00" East, 192.97 feet; thence North 62°50'16" West, 265.06 feet; thence North 72°39'07" West, 8.06 feet, to the POINT OF BEGINNING; thence continuing North 72°39'07" West, 439.37 feet; thence South 00°16'26" West, 56.63 feet; thence South 05°54'44" West, 412.40 feet to the Northerly right-of-way line of U.S. Highway 395 (Railroad Avenue); thence South 63°25'00" East, 188.00 feet along the Northerly right-of-way line of U.S. Highway 395; thence North 26°35'00" East, 125.00 feet; thence South 63°25'00" East, 75.00 feet; thence North 26°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  
Continued on next page

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  $63^{\circ}25'00''$  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 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  $07^{\circ}20'$  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; 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

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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 September 2, 1983, in Book 983, at Page 101, as Document No. 86414, thence North 26°35'00" East, 192.97 feet; thence North 62°50'16" West, 265.06 feet; thence North 72°39'07" West, 8.06 feet, to the TRUE POINT OF BEGINNING; thence continuing North 72°39'07" West, 439.37 feet; thence South 00°16'26" West, 56.63 feet; thence South 05°54'44" West, 412.40 feet to the Northerly right-of-way line of U.S. Highway 395 (Railroad Avenue); thence South 63°25'00" East, 188.00 feet along the Northerly right-of-way line of U.S. Highway 395; thence North 26°35'00" East, 125.00 feet; thence South 63°25'00" East, 75.00 feet; thence North 26°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°20'31" West, 962.14 feet; thence along the highway North 63°25'00" West, 188.00 feet;

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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 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 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°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 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°35'00" East, 192.97 feet; thence South 63°25'00" East, 720.06 feet;

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thence South 32°38'00" West, 98.28 feet; thence North 63°25'00" West, 47.70 feet; thence South 26°35'00" West, 36.71 feet; thence South 79°00'00" West, 95.96 feet; thence North 63°25'00" West, 585.96 feet, to the POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 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."

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°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 feet from the centerline of the said Virginia and Truckee Railroad Spur, said POINT OF BEGINNING being described as bearing North 57°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°33' East, 3,189.40 feet from the 1/4 corner common to Sections 30 and 31, being North 63°25' West parallel to the railroad spur 86.00 feet to a point; thence North 16°53' East, 214.60 feet to a point; thence South 63°25' East, 86.00 to a point on the fence line at the Northeast corner of the parcel thence South 16°53' West along said fence line 214.60 feet to the POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1677, AS FILE NO. 188510, AND RE-RECORDED OCTOBER 26, 1988, BOOK 1088, PAGE 3575, AS FILE NO. 189471 RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 4:

A parcel of land in the Town of Minden, North of U.S.

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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°06'23" East 713.05 feet. The Town Monument being located South 89°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°25' West, 1,423.40 feet to the Point of Beginning; thence North 26°35' East 120.00 feet; thence South 63°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°35' West, 120.00 feet to the Southwesterly corner of the BELANGER parcel; thence North 63°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

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1669, AS FILE NO. 188508, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 5:

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 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,

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projected; thence along the Northerly right-of-way line of Railroad Avenue, North 63°25'00" West, 57.00 feet to the True Point of Beginning; thence North 26°35'00" East, 120.00 feet, thence parallel to said right-of-way line, South 63°25'00" East, 342 feet; thence North 79°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°35" East 154.36 feet to the northerly right-of-way line of Railroad Avenue; thence along said right-of-way line North 63°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°35' East a distance of 154.05 feet; thence North 79°00' East, a distance of 58.44 feet; thence South 63°25' East, a distance of 32.79 feet; thence South 79°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°25', an arc length of 100.63 feet; thence South 26°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

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1677, AS FILE NO. 188510, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

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PARCEL 6:

Being a portion of the Southeast 1/4 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 Southeasterly corner of Parcel 4 of the Record of Survey in support of a Boundary Line Adjustment recorded in Book 497, at Page 3362, as Document No. 411708 of the Official Records of said Douglas County, 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, 222.97 feet; thence North 23°37'31" East, 104.73 feet; thence North 66°17'29" West, 57.99 feet to a point on the Northwesterly line of that certain parcel described in the Grant, Bargain and Sale Deed, recorded in Book 1286, at Page 4355, as Document No. 147792 of the Official Records of said Douglas County; thence Northeasterly along said Northwesterly line North 23°46'21" East, 284.45 feet; thence South 66°13'39" East, 150.16 feet to a point on the Easterly line of said Parcel 4; thence Southerly along the Easterly line of said Parcel 4, South 0°15'05" West, 9.28 feet; thence South 5°47'19" West, 411.65 feet to the Point of Beginning.

Said parcel of land further imposed as Parcel 4A on that certain Record of Survey recorded September 4, 2003, as Document No. 588800.

ASSESSOR'S PARCEL NO. 1320-30-803-004

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 4, 2003, BOOK 903, PAGE 1852, AS FILE NO. 588801, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 7:

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:

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

APN 1320-29-301-002

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 14, 1988, BOOK 1088, PAGE 1677, AS FILE NO. 188510, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 8:

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,  
Continued on next page

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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.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 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."

PARCEL 9:

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 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°25'00" West, 70.25 feet; thence North 26°35'00" East, 110.00 feet; thence South 63°25'00" East, 70.00 feet; thence South 26°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 1320-29-401-009

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:

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Order No. 040500790

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°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 POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 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."

PARCEL 10:

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:

BEGINNING at the Northwest corner of the intersection of Buckeye Lane and Highway 395 from which the Minden Town Monument bears South 59°06'23" East, 713.05 feet. The Town Monument being located South 89°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°25' West, 1423.40 feet; thence North 26°35' East, 120.00 feet; thence South 63°25' East, 690.00 feet; thence North 79°00' East, 114.27 feet to the True Point of Beginning; thence continuing North 79°00' East, 289.54 feet to a point; thence South 26°35' West, 176.29 feet to a point; thence

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North 63°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°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 8th Street; thence North 63°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°35'00" East, 154.05 feet along the Westerly right-of-way line of 8th Street; thence North 79°00'00" East, 155.23 feet to the POINT OF BEGINNING; thence North 26°35'00" East, 59.03 feet; thence South 63°25'00" East, 76.71 feet; thence South 79°00'00" West, 96.80 feet to the POINT OF BEGINNING.

APN 1320-29-401-005

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 2, 1997, BOOK 997, PAGE 331, AS FILE NO.

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Order No. 040500790

420810, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY,  
STATE OF NEVADA."

PARCEL 11:

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°25'00" West, 57.00 feet to the  
True Point of Beginning; thence continuing North 63°25'00"  
West, 75.00 feet to a 1/2" rebar; thence normal to said  
right of way line North 26°35'00" East 120.00 feet to a  
1/2" rebar; thence parallel to said right of way line South  
63°25'00" East, 75.00 feet to a 12" rebar; thence South  
26°35'00" West, 120.00 feet to a 1/2 rebar at the Point of  
Beginning.

APN 1320-29-401-003

"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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