

A.P.N. 1220-10-701-001
1220-10-701-004
1220-10-701-008
1220-10-801-001
1220-10-802-002
1220-10-803-001
1220-10-811-030
1220-10-811-031
1220-10-811-034
1220-15-501-002
1220-15-502-001
1220-15-501-003

APN _____

Recording Requested By:

Stewart Title of Douglas County

1650 N. Lucerne, Ste. 101

Minden, NV 89423

#040100081

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

2005 JAN -4 AM 11:35

WERNER CHRISTEN
RECORDER

\$ 32⁰⁰ PAID BC DEPUTY

DEED OF TRUST
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed.

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A.P.N. # NUMEROUS PARCELS
ESCROW NO. 040100681
RECORDING REQUESTED BY:
STEWART TITLE COMPANY

WHEN RECORDED MAIL TO:

DONALD AND LYNNETTE BROOKS
445 FOOTHILL ROAD
GARDNERVILLE, NV 89460

(space above for recorder's use only)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 9th day of December, 2004, between,
**TOM A. BROOKS, A MARRIED MAN AS HIS SOLE AND SEPARATE
PROPERTY**
(whose address is 1027 Riverview Dr, Gardnerville, NV 89460)

herein called "Trustor", STEWART TITLE OF DOUGLAS COUNTY, a Nevada
Corporation herein called "Trustee", and

**DONALD E. BROOKS AND LYNNETTE L. BROOKS, CO-TRUSTEES
OF THE BROOKS FAMILY TRUST AGREEMENT DATED FEBRUARY
18, 1992 (whose address is: 445 FOOTHILL ROAD,
GARDNERVILLE, NV 89460)**

herein called "Beneficiary"

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in Douglas County, State of Nevada, more particularly described as follows:

**See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.
See Exhibit "B" attached for additional terms**

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and reminders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues, and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) payment of the sum of \$ **1,500,000.00** and the interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer, or permit any act to be done in or upon said

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DEED OF TRUST WITH ASSIGNMENT OF RENTS - Page 2.

property in violation of any law, covenant, condition, or restriction affecting said property, to cultivate, irrigate, fertilize, fumigate, prune, and/or do any other act or acts, all in a timely and property manner, which from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be at least in the sum of all obligations having priority over this deed of trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this deed of trust or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Agreement secured hereby, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.
7. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Agreement secured hereby for endorsement and without affecting the personal liability of any person for performance of the Agreement secured hereby or the effect of this deed of trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereof or join in any extension agreement or subordination agreement in connection herewith.
8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".
9. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided. CONTINUED ON NEXT PAGE

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DEED OF TRUST WITH ASSIGNMENT OF RENTS - Page 3

(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documentation evidencing any expenditure secured hereby.

(b) After three months shall be elapsed following recordation of such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property is to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as condition precedent to sale of such property.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and with demand, possession of said property to such purchaser.

10. Trustee shall apply the proceeds of any such sale to payment of, expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

11. The following covenants No. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

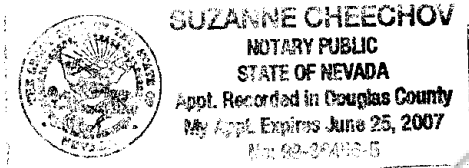
15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

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TOM A. BROOKS

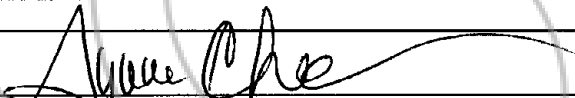


Executed this 3rd day of JAN 2004

STATE OF NV }

COUNTY OF Douglas } ss.

This instrument was acknowledged before me on 1/3/05
by, TOM A. BROOKS

Signature 
Notary Public

(One Inch Margin on all sides of document for Recorder's Use Only)

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EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 040100681

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

Those parcels of land situate in portions of Sections
10, 14, and 15, Township 12 North, Range 20 East,
M.D.B.&M., described as follows:

PARCEL 1:

COMMENCING at the Southwest corner of Lot 29, Gardnerville
Ranchos, Unit No. 3, as per Map recorded in Book 1 of Maps,
File No. 28310, Records of Douglas County, State of Nevada;
thence North $89^{\circ}54'13''$ East, 620.00 feet to the TRUE POINT
OF BEGINNING; thence continuing North $89^{\circ}54'13''$ East,
843.91 feet; thence North $05^{\circ}24'40''$ West, 706.00 feet;
thence North $26^{\circ}17'20''$ West, 194.50 feet; thence North
 $40^{\circ}49'00''$ West, 360.00 feet; thence North $00^{\circ}29'05''$ West,
2,792.45 feet; thence South $89^{\circ}48'30''$ West, 75.85 feet;
thence North $45^{\circ}32'00''$ West, 383.69 feet; thence South
 $44^{\circ}28'00''$ West, 104.00 feet; thence North $45^{\circ}32'00''$ West,
222.11 feet to a point on the Southerly right of way line of
River View Drive; thence South $61^{\circ}33'00''$ West, 114.71 feet;
thence along a tangent curve to the left having a central
angle of $28^{\circ}02'30''$ and a radius of 200 feet, an arc length
of 97.88 feet; thence South $33^{\circ}30'30''$ West, 229.86 feet;
thence along a tangent curve to the right having a central
angle of $04^{\circ}05'25''$ and a radius of 525.00 feet, an arc
length of 37.48 feet to the Northerly line of that parcel
of land deeded to Sierra Charter Corporation of Nevada, by
Deed recorded December 8, 1972, in Book 1272, Pages 171 and
172, Document No. 63168, Official Records of Douglas
County, State of Nevada; thence South $57^{\circ}50'45''$ East,
115.53 feet; thence South $22^{\circ}41'20''$ West, 146.14 feet;
thence South $52^{\circ}49'29''$ West, 110.88 feet; thence North
 $81^{\circ}37'13''$ West 69.69 feet; thence South $65^{\circ}58'16''$ West,
54.96 feet; thence South $86^{\circ}31'30''$ West, 131.62 feet;
thence North $83^{\circ}38'59''$ West, 78.19 feet to a point on the
Easterly right of way of Glenwood Drive extended; thence
along said extension North $17^{\circ}59'30''$ West, 53.69 feet to a
point on the Southerly right of way of River View Drive;
thence South $72^{\circ}00'30''$ West, 70.00 feet; thence along a
tangent curve to the left having a central angle of

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LEGAL DESCRIPTION - continued
Order No.:040100681

03°38'03" and a radius of 675.00 feet, an arc length of 42.81 feet to the Northerly line of that parcel of land deeded to Lagunak, Inc., by deed recorded July 3, 1974 in Book 774, Pages 130 and 131, Document No. 74102, Official Records of Douglas County, State of Nevada; thence along the amended boundary line of the Lagunak, Inc. parcel as set forth in Deed recorded October 16, 1978, in Book 1078, Page 1114, Document No. 26312, Official Records of Douglas County, State of Nevada, South 80°35'29" East, 114.21 feet; thence continuing along said boundary line, South 20°25'00" East, 134.70 feet; thence South 57°42'10" West, 279.59 feet to a point on the boundary line of Lot "A" as set forth on the Subdivision Map of Gardnerville Ranchos, Unit No. 3; thence along said Lot "A" boundary, South 51°30'30" West, 36.18 feet; thence North 76°55'40" West, 107.13 feet; thence North 11°47'40" East, 64.04 feet; thence South 85°04'30" East, 9.83 feet; thence North 12°49'50" East, 34.10 feet; thence North 77°14'50" West, 79.86 feet; thence South 43°00'30" West, 227.49 feet; thence South 52°59'30" East, 270.00 feet; thence South 61°29'30" East, 210.00 feet; thence South 60°00'00" East, 370.00 feet; thence South 30°00'00" East, 430.00 feet; thence South 38°31'26" West, 75.61 feet; thence along a curve to the right tangent to a line which bears South 74°29'30" East, having a central angle of 73°00'00" and a radius of 250.00 feet, an arc length of 318.52 feet; thence South 01°29'30" East, 27.53 feet to the North line of that parcel of land deeded to Richard W. Young and Jean A. Young, by Deed recorded August 2, 1974, in Book 874, Pages 19 and 20, Document No. 74536, Official Records of Douglas County, State of Nevada; thence North 88°30'30" East, 56.33 feet; thence South 17°00'00" East, 522.08 feet; thence South 33°21'14" East, 553.18 feet to the Northwesterly line of that parcel of land deeded to James L. Dew, Jr., and Nikki F. Dew, by deed recorded November 14, 1972, in Book 1172, Pages 398 and 399, Document No. 62744, Official Records of Douglas County, State of Nevada; thence North 41°30'30" East, 75.00 feet;

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LEGAL DESCRIPTION - continued
Order No.:040100681

thence South 33°21'14" East, 155.64 feet; thence South 33°47'30" West, 285.54 feet to a point on the Easterly right of way of Fifth Green Court; thence South 18°29'30" East, 44.88 feet; thence North 71°30'30" East, 60.00 feet; thence South 43°00'00" East, 345.00 feet; thence South 23°00'00" East, 325.00 feet; thence South 40°00'00" West, 170.00 feet; thence West, 240.00 feet; thence North 59°30'00" West, 150.00 feet; thence North 21°00'00" West, 715.00 feet; thence North 14°38'37" East, 161.31 feet; thence along a curve to the left tangent to a line which bears North 77°59'30" West, having a central angle of 13°30'00" and a radius of 275.00 feet, an arc length of 64.80 feet; thence South 88°30'30" West, 100.00 feet; thence along a tangent curve to the left having a central angle of 90°00'00" and a radius of 25.00 feet, an arc length of 39.27 feet; thence South 01°29'30" East, 365.00 feet; thence along a tangent curve to the right having a central angle of 24°00'00" and a radius of 350.00 feet; an arc length of 146.61 feet; thence South 46°06'12" East, 231.60 feet; thence South 16°30'00" East, 450.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM all that portion of said land lying within the Ordinary High Water of the East Fork of the Carson River.

APN's 1220-10-811-035, 1220-10-811-034, 1220-10-811-031, 1220-10-802-002, 1220-15-502-001 and 1220-10-803-001

EXCEPTING THEREFROM that portion deeded to the County of Douglas described as follows:

COMMENCING at the Northeast corner of Lot 49, as shown on the map of Country Club Estates, filed in the office of the County Recorder of Douglas County, State of Nevada, on July 17, 1967, as Document No. 37147; thence 58°27'00" East, a distance of 120.00 feet to a point; thence North 61°33'00"

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LEGAL DESCRIPTION - continued
Order No.:040100681

East, a distance of 52.24 feet to a point; thence South 56°29'30" East, a distance of 139.71 feet to a point on the Northerly right-of-way line of Riverview Drive, a County Road; thence South 56°29'30" East, a distance of 25.00 feet to the centerline of Riverview Drive; thence North 33°30'30" East along said centerline a distance of 150.00 feet to a point; thence South 52°06'05" East, a distance of 25.50 feet to a point on the Southerly right-of-way line of Riverview Drive, said point being the TRUE POINT OF BEGINNING; thence North 33°30'30" East, a distance of 51.00 feet to a point; thence Northeast along a tangent curve to the right having a radius of 200.00 feet, through a central angle of 28°02'30"; thence North 61°33' East, a distance of 114.00 feet to a point; thence South 44°42' East, a distance of 6.00 feet to a point; thence South 42°18' West, a distance of 22.00 feet to a point; thence South 62°33' West, a distance of 95.00 feet to a point; thence South 46°33' West, a distance of 22.00 feet to a point; thence South 68°03' West, a distance of 20.00 feet to a point; thence South 30°30'30" West, a distance of 103.59 feet to a point; thence North 52°06'05" West, a distance of 22.65 feet to the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM that portion as annexed to Lot 64, Gardnerville Ranchos No. 3 as set forth on Record of Survey for William Merrill filed for record October 30, 1980, as Document No. 50241, Official Records of Douglas County, State of Nevada and more fully described as follows:

Beginning at the most Southerly corner of Lot 64; thence North 46°59'30" West, a distance of 268.52 feet to the Southerly right of way of Riverview Drive; thence along said right of way line North 43°00'30" East, a distance of 110.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said right of way lines North 43°00'30" East, a distance of 160.00 feet; thence South 52°50'30" East, a distance of 160.00 feet; thence South 06°37'45" East, a distance of 160.00 feet;

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LEGAL DESCRIPTION - continued
Order No.:040100681

West a distance of 184.44 feet; thence North 52°59'30"
West, 270.00 feet to the TRUE POINT OF BEGINNING.

Reference is made to Record of Survey for Donald E. Brooks,
et ux, recorded February 4, 2002 in Book 0202, at Page
1174, as Document No. 534004.

PARCEL 2:

Beginning at the Northeast corner of Lot 21, Gardnerville
Ranchos, Unit No. 1; thence North 80°37'28" East, 220.48
feet; thence North 34°00'00" East, 600.00 feet; thence
along a curve concave to the Southwest tangent to a line
which bears South 74°29'30" East having a central angle of
31°25'22" and a radius of 200.00 feet, an arc length of
109.69 feet; thence South 54°06'43" West, 50.00 feet;
thence South 35°53'17" East, 50.00 feet; thence North
54°06'43" East, 50.00 feet; thence along a curve concave to
the Southwest tangent to a line which bears South 28°42'26"
East, having a central angle of 27°12'56" and a radius of
200.00 feet, an arc length of 95.00 feet; thence South
44°39'59" West, 246.79 feet; thence South 15°00'00" West,
460.00 feet; thence South 26°00'00" East, 330.00 feet;
thence South 53°30'00" East, 110.00 feet; thence North
88°30'30" East, 85.00 feet; thence South 01°29'30" East,
250.00 feet; thence South 79°51'27" West, 212.89 feet;
thence North 26°46'08" West, 363.28 feet; thence North
50°19'16" West, 289.75 feet; thence North 18°11'26" West,
433.56 feet to the Point of Beginning.

APN 1220-15-501-002

EXCEPTING THEREFROM all that portion of the Northeast 1/4
of Section 15, Township 12 North, Range 20 East, M.D.B.&M.,
as shown on that certain Record of Survey for Paul Little
recorded March 5, 1982 in Book 382 of Official Records, at
Page 279, Douglas County, Nevada, more particularly

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LEGAL DESCRIPTION - continued
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described as follows:

Beginning at the Northeast corner of Lot 21 of Plat of Gardnerville Ranchos as recorded at Document No. 26665, Official Records, Douglas County, Nevada, which point is also the Southwest corner of Lot 10 of Gardnerville Ranchos Unit No. 3 as recorded at Document No. 28810, Official Records, Douglas County, Nevada; thence along the Southerly boundary of said Lot 10 North $80^{\circ}37'28''$ East 220.48 feet to the Southeast corner of said Lot 10; thence leaving said boundary of Lot 10 South $17^{\circ}37'42''$ West, 372.30 feet to the Southeast corner of Lot 21 of aforesaid Plat of Gardnerville Ranchos; thence along the Easterly boundary of said Plat of Gardnerville Ranchos North $18^{\circ}11'26''$ West, 335.67 feet to the Northeast corner of said Lot 21 and the Point of Beginning.

PARCEL 3:

COMMENCING at the intersection of the Westerly right of way line of Highway 395 and the Northerly right of way line of Riverview Drive as said point is delineated on the map of Gardnerville Ranchos, Unit No. 3; thence South $61^{\circ}33'00''$ West, 375.64 feet to the TRUE POINT OF BEGINNING; thence Southwesterly along the Northerly right of way line of Riverview Drive to the Southeast corner of that parcel of land deeded to John P. Swift, a married man, et al, in Deed recorded December 16, 1974, in Book 1274, at Page 488, Document No. 76971, Official Records of Douglas County, State of Nevada; thence North $56^{\circ}29'30''$ East a distance of 139.11 feet; thence South $61^{\circ}33'$ West, a distance of 52.24 feet to the most Easterly corner of Lot 49 in Country Club Estates; thence North $58^{\circ}27'00''$ West, 440.00 feet; thence North $48^{\circ}27'00''$ West, 590.00 feet; thence North $58^{\circ}27'00''$ West, 295.00 feet; thence North $87^{\circ}06'32''$ West 428.68 feet to the Northwest corner of Lot 37 in Country Club Estates; thence continuing North $87^{\circ}06'32''$ West, 40.04 feet; thence

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LEGAL DESCRIPTION - continued
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North 00°14'50" East, 385.34 feet; thence South 89°46'00" East, 495.49 feet; thence North 15°31'15" West, 31.17 feet; thence South 89°46'00" East, 161.79 feet; thence South 52°06'05" East, 1,054.69 feet; thence South 39°08'42" East, 194.17 feet; thence South 35°37'21" East, 118.10 feet; thence South 85°16'00" East, 80.49 feet; thence South 41°45'39" East, 174.21 feet to the TRUE POINT OF BEGINNING.

APN 1220-10-701-001

EXCEPTING THEREFROM all that portion of said land lying within the Ordinary High Water line of the East Fork of the Carson River.

EXCEPTING THEREFROM that portion deeded to Douglas County described as follows:

COMMENCING at the Northeast corner of Lot 49, as shown on the map of Country Club Estates, filed in the office of the County Recorder of Douglas County, State of Nevada, on July 17, 1967, as Document No. 37147; thence South 58°27'00" East, a distance of 120.00 feet to a point; thence North 61°33'00" East, a distance of 52.24 feet to a point; thence South 56°29'30" East, a distance of 139.71 feet to a point on the Northerly right of way line of Riverview Drive, a County Road; thence North 33°30'30" East, a distance of 155.00 feet along said Northerly right of way line to the TRUE POINT OF BEGINNING; thence North 52°06'05" West, a distance of 20.00 feet to a point; thence North 22°23'55" East, a distance of 38.00 feet to a point; thence North 39°53'55" East, a distance of 40.00 feet to a point; thence North 46°30'55" East, a distance of 52.00 feet to a point; thence North 72°07'29" East, a distance of 13.62 feet to a point; thence South 41°45'39" East, a distance of 20.00 feet to a point on the Northerly right of way line of Riverview Drive, a County Road; thence Southwest along a tangent curve to the left having a radius of 250.00 feet

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LEGAL DESCRIPTION - continued
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through a central angle of $28^{\circ}02'30''$ a distance of 92.35 feet to a point; thence South $33^{\circ}30'30''$ West, a distance of 44.86 feet to the TRUE POINT OF BEGINNING.

PARCEL 4:

BEGINNING at the Northeast corner of Lot 70, Gardnerville Ranchos, Unit No. 3; thence South $84^{\circ}57'30''$ West, 279.07 feet; thence North $63^{\circ}38'20''$ West, 219.20 feet; thence North $76^{\circ}03'54''$ West, 284.94 feet; thence North $05^{\circ}22'16''$ West, 591.27 feet; thence North $00^{\circ}14'50''$ East, 232.79 feet; thence South $84^{\circ}28'30''$ East, 185.00 feet; thence South $07^{\circ}15'38''$ East, 253.36 feet; thence South $02^{\circ}00'00''$ West, 450.00 feet; thence South $64^{\circ}12'30''$ East, 120.00 feet; thence South $84^{\circ}54'53''$ East, 341.71 feet; thence North $75^{\circ}01'00''$ East, 18.00 feet; thence North $53^{\circ}01'00''$ East, 217.27 feet; thence North $89^{\circ}48'30''$ East, 341.00 feet to a point on the Westerly right of way line of Glenwood Drive, as shown on the map of Country Club Estates, filed in the office of the County Recorder of Douglas County, Nevada, on July 17, 1967; thence leaving the Northerly line of said Lot 67, South $17^{\circ}59'30''$ East along the Westerly right of way line of Glenwood Drive a distance of 198.40 feet to the beginning of a tangent curve concave to the Northwest, having a radius of 20.00 feet and a central angle of 90° ; thence Southerly and Westerly along said curve an arc distance of 31.42 feet to a point on the Northerly right of way line of River View Drive as shown on the map of Gardnerville Ranchos Unit No. 3, at the beginning of a reverse curve concave to the South, the tangent of which bears North $72^{\circ}00'30''$ East, having a radius of 725.00 feet and a central angle of $03^{\circ}00'$; thence Westerly along said curve an arc distance of 37.96 feet to the lot corner common to said Lot 67 and 68; thence continuing Westerly along said curve along the Northerly right of way of River View Drive through a central angle of $10^{\circ}00'$, an arc distance of 126.54 feet; thence continuing

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along said curve along the Northerly right of way of River View Drive through a central angle of $16^{\circ}00'$, an arc distance of 202.46 feet; thence South $45^{\circ}00'30''$ West 19.33 feet to the corner of Lot 70, Gardnerville Ranchos Unit No. 3; thence North $39^{\circ}56'30''$ West, 162.70 feet to the Point of Beginning.

TOGETHER with the following described property:

All that certain parcel lying within Section 10, Township 12 North, Range 20 East, M.D.B.&M., also being a portion of Lot 77 as shown on the official map of Gardnerville Ranchos Unit No. 3 filed for record May 17, 1965, as Document No. 28378, Official Records of Douglas County, Nevada, and more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 77; thence along the North line of said lot South $76^{\circ}03'54''$ East, 76.98 feet to the TRUE POINT OF BEGINNING; thence continuing along said North line South $76^{\circ}03'54''$ East, 57.87 feet to the Northeast corner of said Lot 77; thence along the East line of said Lot 77 South $12^{\circ}30'30''$ West, 92.54 feet; thence leaving said lot line North $50^{\circ}20'58''$ West 31.20 feet; thence North $08^{\circ}09'43''$ West, 85.24 feet to the TRUE POINT OF BEGINNING.

REFERENCE is made to support a Record of Survey and Lot Line Adjustment recorded July 29 1986, in Book 786, Page 2952, Document No. 138163, and Certificate of Amendment of said Record of Survey recorded August 20, 1986, in Book 886, Page 2416, Document No. 139434, Official Records of Douglas county, State of Nevada.

EXCEPTING THEREFROM that parcel conveyed to Marion L. McKennon et al, recorded September 12, 1986 in Book 986, Page 1509, Document No. 140883, described as follows:

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All that certain parcel of land lying within Section 10, Township 12 North, Range 20 East, M.D.B.&M., also being a portion of Parcel 4 as described in Deed filed for record as Document No. 082092, Official Records of Douglas County, Nevada, more particularly described as follows:

Beginning at the Northwest corner of Lot 77 of Gardnerville Ranchos Unit No. 3 as shown on the Official Map thereof filed for record May 17, 1965 as Document No. 28378, Official Records of Douglas County, Nevada, said point being the TRUE POINT OF BEGINNING; thence along the West line of aforesaid Parcel 4 North $05^{\circ}32'16''$ West, 72.82 feet to a point on the South bank of the Rocky Slough; thence continuing North $05^{\circ}32'16''$ West, 15.00 feet to a point within said slough; thence South $67^{\circ}16'12''$ East, 78.43 feet to a point within said slough; thence South $08^{\circ}09'43''$ East, 25.00 feet to a point on the South bank of said Rocky Slough; thence continuing South $08^{\circ}09'43''$ East, 51.42 feet to a point on the North line of aforesaid Lot 77; thence along said North line North $76^{\circ}03'54''$ West, 76.98 feet to the TRUE POINT OF BEGINNING.

APN 1220-10-801-001

PARCEL 5:

All of Lot 64, Gardnerville Ranchos No. 3, and the adjacent lands lying in the Southeast 1/4 of Section 10, Township 12 North, Range 20 East, M.D.B.&M., as shown on the Official Plat of Gardnerville Ranchos Unit No. 3, Official Records of Douglas County, Nevada, and as set forth on Record of Survey for William Merrill filed for record October 30, 1980, as Document No. 50241, Official Records of Douglas County, State of Nevada, and described as follows:

Beginning at the most Southerly corner of Lot 64, which point is the TRUE POINT OF BEGINNING; thence North

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46°59'30" West, a distance of 268.52 feet to the Southerly right of way of Riverview Drive; thence along said right of way line North 43°00'30" East a distance of 270.00 feet; thence South 52°59'30" East a distance of 160.00 feet; thence South 06°37'45" West, a distance of 184.44 feet; thence South 43°00'30" West a distance of 138.23 feet to the Point of Beginning.

APN 1220-10-811-030

PARCEL 6:

A parcel of land lying wholly within the Southeast 1/4 of Section 10, Township 12 North, Range 20 East, M.D.B.&M., described as follows:

BEGINNING at a point at the most Northerly corner of the parcel of land belonging to Sierra Charter as set forth in Deed recorded January 3, 1974, in Book 174, Page 59, Document No. 70978, Official Records of Douglas County, State of Nevada, said point being South 45°32' East a distance of 52.30 feet from the Southeast corner of the Phil S. McAdam property as the same is described and recorded in Book Z of Deeds, Page 463, Official Records; thence Southerly along the South right-of-way line of Riverview Drive, South 61°35' West, 165.06 feet to the True Point of Beginning; thence continuing South 61°35' West, 79.74 feet to the Northwest corner of the parcel herein described; thence South 45°32' East 222.11 feet to the Southwest corner of the parcel herein described; thence North 44°28' East, 55.06 feet; thence North 39°23'13" West, 197.42 feet to the Point of Beginning.

APN 1220-10-701-004

PARCEL 7:

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A parcel of land lying wholly within the Southeast 1/4 of Section 10, Township 12 North, Range 20 East, M.D.B.&M., described as follows:

COMMENCING at a point on the Southwesterly U.S. Highway 395 right of way line which bears South 45°32' East a distance of 200.20 feet from the Southeast corner of the Phil S. McAdam property as the same as described in Deed recorded in Book Z of deeds, Page 463, Official Records of Douglas County, State of Nevada; thence South 44°28' West a distance of 130.00 feet; thence South 45°32' East a distance of 326.10 feet to the True Point of Beginning which is the Northwest corner of the parcel herein described; thence continuing South 45°32' East, 57.59 feet to the Southwest corner of the parcel herein described; thence North 89°48'30" East, 75.85 feet to the section line common to Sections 10 and 11; thence North along said Section line to a point on the Southwesterly right of way line of U.S. Highway 395; thence Northwesterly along said Southwesterly right of way line to the Southeast corner of that certain parcel as set forth in Deed to John W. Stanton, et ux, recorded August 28, 1963, in Book 19, Page 218, Document No. 23323, Official Records of Douglas County, State of Nevada; thence South 44°28' West, 128.98 feet to the Point of Beginning.

A portion of APN 1220-10-701-008

PARCEL 8:

A parcel of land lying wholly within the Southeast 1/4 of Section 10, Township 12 North, Range 20 East, M.D.B.&M., herein described as follows:

COMMENCING at the most Northerly corner of Lot 11 (Common Area) as set forth on the Map of Country Club Townhouses, recorded December 9, 1973, as Document No. 71059, Official
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Records of Douglas County, State of Nevada, being the True Point of Beginning; thence South 25°31'17" East, 168.52 feet along the East boundary line of said Country Club Townhouses; thence leaving said boundary, North 24°41'20" East (North 22°41'20" East, recorded) 129.64 feet to the Northeast corner of that parcel deeded to Sierra Charter Corporation of Nevada in Deed recorded December 8, 1972, Page 171, Document No. 63168, Official Records of Douglas County, State of Nevada; thence along the North boundary of said Sierra Charter parcel North 57°50'45" West, 115.53 feet to a point on the Southerly right of way line of Riverview Drive; thence Southwesterly along the said Southerly right of way line of Riverview Drive to the Point of Beginning.

APN 1220-10-811-035

EXCEPTING THEREFROM that portion deeded to the County of Douglas described as follows:

Commencing at the Northeast corner of Lot 49, as shown on the map of Country Club Estates, filed in the office of the County Recorder of Douglas County, State of Nevada, on July 17, 1967, as Document No. 37147; thence South 58°27'00" East; a distance of 120.00 feet to a point; thence North 61°33'00" East, a distance of 52.24 feet to a point; thence South 56°29'30" East, a distance of 139.71 feet to a point on the Northerly right of way line of Riverview Drive, a County Road; thence South 56°29'30" East, a distance of 50.00 feet to a point on the Southerly right of way line of Riverview Drive, said point being the TRUE POINT OF BEGINNING; thence South 56°29'30" East, a distance of 18.00 feet, to a point; thence South 33°30'30" West, a distance of 26.00 feet to a point; thence South 63°30'30" West, a distance of 28.56 feet to a point; thence South 38°30'30" West, a distance of 29.04 feet to a point; thence South 50°30'30" West, a distance of 20.00 feet to a point on the

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