

**OFFICIAL RECORD**

Requested By:  
FELDMAN SHAW LLP

Recording requested by  
and when recorded mail to:

✓ Karen Pearson  
P.O. Box 1490  
Shingle Springs, CA 95682

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00  
BK-0105 PG- 5341 RPTT: 0.00



**IRREVOCABLE POWER-OF-ATTORNEY  
REGARDING TRANSFER OF LAND COVERAGE**

This Irrevocable Power-of-Attorney Regarding Transfer of Land Coverage ("Power-of-Attorney") is made as of December 16, 2004 ("Effective Date"), by and between FALCON CAPITAL, LLC, a Wyoming limited liability company ("Seller") and KAREN PEARSON, an individual, or assignee ("Purchaser").

WHEREAS, Seller is the owner of one thousand (1,000) square feet of Class 2 land coverage in Hydrological Zone 3 (the "Coverage"), as defined in the Tahoe Regional Planning Agency ("TRPA") Code of Ordinances ("Code"), appurtenant to that certain real property located in the County of Douglas, State of Nevada, commonly known as Assessor's Parcel No.s 1318-10-301-008 and 1318-10-301-009 (collectively, the "Sending Parcel").

WHEREAS, Seller has conveyed the Coverage to Purchaser pursuant to that certain Agreement for Purchase and Sale of Land Coverage dated of even date herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Seller hereby appoints Purchaser, its members or appointees, as agent ("Agent") solely for the limited purposes of transferring all or any portion of the Coverage (1,000 square feet of Class 2 land coverage located in Hydrological Zone 3 on the Property) to an appropriate receiving parcel(s) designated by Purchaser and approved by TRPA. Agent is authorized and empowered to execute on behalf of Seller, from time to time, (i) all declarations of covenants, conditions, and restrictions pertaining to the Coverage in the form required by TRPA and approved by both TRPA and Seller, and (ii) TRPA applications and other documents reasonably required by TRPA to transfer the Coverage from the Sending Parcel to appropriate receiving parcel(s) designated by Purchaser and approved by TRPA.

Seller has agreed, among other things, not to encumber the Coverage in any manner (except in favor of Purchaser and to cooperate in all reasonable ways to facilitate transfer of the Coverage off the Sending Parcel as required by Purchaser.

The rights and restrictions set forth herein shall be deemed covenants running with the land or as equitable servitudes, as the case may be, shall constitute benefits and burdens to the Sending Parcel, and shall be binding on Seller, its assignees, and all persons acquiring or owning any interest in the Sending Parcel.

This Power-of-Attorney may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Power-of-Attorney effective as of date first set forth above.

SELLER:

FALCON CAPITAL, LLC  
a Wyoming limited liability company

By: *Randy Lane*  
Randy Lane  
Managing Member

PURCHASER:

*Karen Pearson*  
Karen Pearson

[Acknowledgments follow]



ACKNOWLEDGMENTS

State of California }  
County of El Dorado } SS.

On Dec. 20, 2004, before me, MIEKO SAETTA, personally appeared KAREN PEARSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

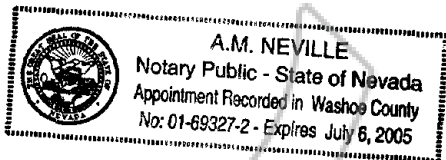


Mieko Saetta  
Notary's Signature

State of Nevada }  
County of Douglas } SS.

On December 29, 2004, before me, Audra M. Neville, personally appeared Randy Lane, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



A.M. Neville  
Notary's Signature