

APU: 1320-30-781-001 thru 005  
1320-30-701-012, 013, 015  
1320-30-802-001

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

California National Bank  
221 South Figueroa, 3 Floor  
Los Angeles, CA 90012-2552

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 13 Fee: 26.00  
BK-0807 PG-04581 RPTT: 0.00

Attn: Victoria Trinidad  
Loan No. 7600012241



**ASSIGNMENT OF RIGHTS  
UNDER COVENANTS, CONDITIONS AND RESTRICTIONS,  
SALES AGREEMENTS, PERMITS, AND DEVELOPMENT DOCUMENTS**

THIS ASSIGNMENT OF RIGHTS UNDER COVENANTS CONDITIONS AND RESTRICTIONS, SALES AGREEMENTS, PERMITS, AND DEVELOPMENT DOCUMENTS ("Assignment") is made as of August 13, 2007, by MINDEN GATEWAY CENTER, LLC, a Nevada limited liability company ("Assignor"), to CALIFORNIA NATIONAL BANK, a national banking association, 221 South Figueroa Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90012-2552 ("Assignee").

WHEREAS, Assignee has agreed to make a loan available to Assignor in the amount of up to TEN MILLION FIVE HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$10,515,000.00) (the "Loan") pursuant to the terms of that certain Construction Loan Agreement of even date herewith ("Construction Loan Agreement"). The Loan is evidenced by a Promissory Note dated concurrently herewith in the maximum principal amount of TEN MILLION FIVE HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$10,515,000.00) (the "Note"), which Note is secured by, among other things, a Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Deed of Trust") encumbering certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property").

WHEREAS, execution and delivery of this Assignment to Assignee is a condition of Assignee making the Loan.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. **Assignment.** For value received, Assignor hereby absolutely and irrevocably conveys, transfers and assigns to Assignee:

- 1.1 All of Assignor's right, title and interest in any profits and/or sales proceeds (including earnest money deposits) now due or which may hereafter become due by virtue of any existing or future contracts which provide for the sale of Assignor's interest in all or any part of the Property (herein singularly or collectively referred to as the "Sales Agreements").
- 1.2 All of Assignor's right, title and interest in and to any and all zoning, use, building and other similar permits, licenses, approvals, certificates and other similar authorizations, to the full extent permitted by law (hereinafter collectively the "Permits") obtained by or on behalf of Assignor, or previously transferred to Assignor, in connection with the Property.
- 1.3 All of Assignor's right, title and interest in any and all existing or future agreements (herein singularly or collectively referred to as the "Development Documents") which facilitate the development of or benefit the Property.

- 1.4 All of Assignor's right, title and interest, if any, as "Declarant" under all covenants, conditions and restrictions now or at any time hereafter encumbering the Property or any portion thereof, together with any and all amendments thereto (hereinafter collectively the "CC&Rs").

The foregoing assignment, transfer and conveyance is intended to be, and constitutes, a present assignment, transfer and conveyance by Assignor to Assignee.

2. **Obligations Secured.** This Assignment is given for the purpose of securing:

- 2.1 Payment of the principal sum, interest and indebtedness evidenced by the Note.
- 2.2 Payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment or of the Note, Construction Loan Agreement or Deed of Trust. Unless otherwise defined herein, capitalized terms used in this Assignment shall have the same meanings as set forth in the Construction Loan Agreement.
- 2.3 The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in the Note, the Deed of Trust, the Construction Loan Agreement or any other document or instrument executed by Assignor in connection therewith.

3. **Covenants of Assignor.** To protect the security of this Assignment, Assignor covenants and agrees:

- 3.1 To perform each of its obligations under the Permits, Development Documents, CC&Rs and Sales Agreements; at its sole cost and expense, to enforce or secure the performance of each obligation under the Sales Agreements to be performed by purchasers under the Sales Agreements (collectively, "Purchaser"); and not to modify the Permits, Development Documents, CC&Rs or Sales Agreements in any material way, without the prior written consent of Assignee. Assignor assigns to Assignee all Assignor's right and power to modify in any respect the terms of the Permits, Development Documents, CC&Rs and Sales Agreements and any attempt on the part of Assignor to exercise any such right without the written consent of Assignee shall be a breach of the terms hereof. After Assignee has given its written consent to any modified or new Permits, Development Documents, CC&Rs or Sales Agreements, Assignor shall deliver to Assignee copies of such modified or new Permits, Development Documents, CC&Rs or Sales Agreements as soon as such documents have been executed.
- 3.2 To defend at Assignor's sole cost any action in any manner connected with the Permits, Development Documents, CC&Rs and Sales Agreements, or the obligation thereunder, and to pay all costs of Assignee, including attorneys' fees, in any such action in which Assignee may appear.
- 3.3 If Assignor fails to do any act as herein provided, then Assignee, but without obligation to do so and without notice to Assignor, and without releasing Assignor from any obligation hereof, may take action in such manner and to such extent as Assignee may deem necessary to protect the security described herein. These actions include specifically, without limiting Assignee's general powers, the defense of any action purporting to affect the security described herein or the rights or powers of Assignee, and also the performance of each obligation of Assignor set forth in the Permits, Development Documents, CC&Rs and Sales Agreements. In exercising such powers, Assignee may employ attorneys and other agents, and pay necessary costs and attorneys' fees. Assignor agrees to give prompt notice to Assignee of any default of any Purchaser and of



any notice of default on the part of the Assignor with respect to the Sales Agreements, together with an accurate and complete copy thereof.

- 3.4 To pay immediately to Assignee upon demand all sums expended by Assignee under the authority hereof, including attorneys' fees, together with interest thereon at the default rate provided in the Note and such sums shall be added to Assignor's indebtedness and shall be secured hereby and by the Deed of Trust.

4. **Assignor's Warranties.** Assignor represents and warrants to Assignee that: (a) Assignor has not executed any prior assignment of the Permits, Development Documents, CC&Rs or Sales Agreements or the proceeds due thereunder or performed any act or executed any instrument which might prevent Assignee from operating under any of the terms and conditions thereof, or which would limit Assignee in such operation; (b) no default now exists under the Permits, Development Documents, CC&Rs or Sales Agreements; (c) Assignor has good right, title and interest in and to the Permits, Development Documents, Sales Agreements and CC&Rs hereby assigned and the right to assign the same, and that no other person or entity has any right, title or interest therein; and (d) Assignor has duly and timely performed all of the terms, covenants, conditions and warranties set forth in the Permits, Development Documents, CC&Rs and Sales Agreements which are to be kept, observed and performed by Assignor.

5. **Limited License Back.**

- 5.1 So long as there is no (a) uncured default by Assignor in the payment of any principal, interest or other sums due under the Note; (b) uncured Event of Default in the performance or observance of any of the terms of the Construction Loan Agreement or any other security instrument executed in connection with the Construction Loan Agreement, Note and Deed of Trust; or (c) uncured default in the performance of any obligation, covenant or agreement herein, in the Sales Agreements, Development Documents, CC&Rs or Permits, Assignor shall (d) have a license to exercise all rights and powers of the "Declarant" under the CC&Rs, (e) have the right to enjoy all of the rights arising out of the Development Documents and Permits, and (f) have a license to collect upon, but not prior to, accrual, all sales proceeds, issues and profits coming due pursuant to the Sales Agreements and to hold the same as a trust fund to be applied, as required by Assignee, as follows:

- (i) First, to the payment of taxes and assessments upon the Property before any penalty or interest is due thereon;
- (ii) Second, to the costs of insurance, maintenance, repairs and any other payments as required by the terms of the Deed of Trust;
- (iii) Third, to satisfaction of all obligations under the Permits, CC&Rs, Sales Agreements and Development Documents,
- (iv) Fourth, to the payment of interest, principal, and any other sums becoming due under the Note, the Construction Loan Agreement and Deed of Trust; and
- (v) Fifth, for Assignor's remaining purposes.

- 5.2 Upon the occurrence and continuance of any default, as described hereinabove, Assignee may:

- (a) declare all sums secured hereby immediately due and payable;

- (b) at its option, without notice either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court, enter, take possession, of, manage and operate the Property or any part thereof;
- (c) immediately exercise any and all rights of the "Declarant" under the CC&Rs;
- (d) make, cancel, enforce or modify the Sales Agreements;
- (e) exercise all rights under the Permits and Development Documents;
- (f) do any acts which Assignee deems proper to protect the security hereof, and
- (g) either with or without taking possession of the Property, in its own name sue for or otherwise collect and receive all payments due under the Sales Agreements, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Assignee may determine. The entering and taking possession of the Property, the collection of such payments and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under the Deed of Trust or invalidate any act done pursuant to such notice.

5.3 Any default by Assignor in the performance of any obligation herein contained and acceleration of the indebtedness secured hereby shall constitute a default under the terms of the Deed of Trust entitling Assignee to all of its rights and remedies thereunder, including specifically the right to declare a default thereunder and to elect to sell the Property secured by the Deed of Trust, or foreclose the Deed of Trust as provided by law.

5.4 Assignee shall not be obligated to perform nor does it hereby undertake to perform any obligation under the Permits, Development Documents, CC&Rs, Sales Agreements or this Assignment and all claims which may be asserted against it by persons other than Assignor by reason of any alleged obligation to perform any of the terms in the Permits, Development Documents, CC&Rs or Sales Agreements; should Assignee incur any such liability, loss or damage under the Permits, Development Documents, Sales Agreements, CC&Rs or this Assignment, or in the defense of any such claims, the amount thereof, including costs and attorneys' fees, shall be secured hereby and by the Deed of Trust, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor to do so Assignee may declare all sums secured hereby immediately due and payable.

6. **Miscellaneous.**

6.1 Until all indebtedness secured hereby has been paid in full, any subsequent Permits, Development Documents, CC&Rs and Sales Agreements shall be deemed to be assigned to Assignee hereby, upon the terms and conditions herein contained, and Assignor agrees to execute all instruments necessary therefor.

6.2 Upon the payment in full of all indebtedness secured hereby, this Assignment shall automatically terminate and shall be of no effect. In such an event, Assignee agrees to execute any document reasonably necessary to release its interest hereunder. The affidavit of any officer of Assignee showing any part of said indebtedness to remain




unpaid shall be conclusive evidence of the validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon.

- 6.3 This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee, to any lender participating in the Note, and to any subsequent holder of said Note, and shall be binding upon Assignor, its successors and assigns. Pursuant to Section 18.3 of the Construction Loan Agreement, Assignor shall immediately execute, upon the request of Assignee, such estoppels and confirmation as Assignee may require in order to facilitate any financings or participations arranged by Assignee, including, but not limited to, a certification by Assignor that, to the extent true, this Assignment is unmodified and in full force and effect and there are no defaults by Assignee under this Assignment.
- 6.4 All notices hereunder shall be in writing and sent by certified mail to the addresses specified in the Construction Loan Agreement.
- 6.5 Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder. It is further agreed that nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted to Assignee herein shall be deemed to be a waiver by Assignee of the rights and remedies possessed by Assignee under the terms hereof the right of Assignee to collect said indebtedness and to enforce any other security therefor owned by Assignee may be exercised either prior to, simultaneously with, or subsequent to any action taken by Assignee hereunder.
- 6.6 This Assignment constitutes an irrevocable direction and authorization to all Purchasers to pay all sales proceeds to Assignee upon demand from Assignee without the necessity of any further consent or other action by Assignor.
- 6.7 Assignor hereby agrees to indemnify, protect and hold Assignee harmless from any and all liability, loss, damage or expense which Assignee may incur under or by reason of (a) this Assignment; (b) any action taken by Assignee hereunder; or (c) defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Permits, Development Documents, Sales Agreements or CC&Rs. Should Assignee incur any such liability, loss, damage or expense, the amount thereof, including attorneys' fees, with interest thereon at the default rate provided in the Note shall be payable by Assignor immediately upon demand, and shall be secured hereby and by the Deed of Trust.
- 6.8 Assignee's failure to avail itself of any of the rights and remedies set forth in this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right or remedy, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note and Deed of Trust or of the benefit of the laws of the state in which the Property is situated. The rights of Assignee to collect the said indebtedness, to enforce any other security therefor, or to enforce any other right or remedy hereunder may be exercised by Assignee, either prior to, simultaneously with, or subsequent to, any such other action hereinbefore described, and shall not be deemed an election of remedies.
- 6.9 This Assignment shall be governed by and construed in accordance with California law.

"ASSIGNOR"

MINDEN GATEWAY CENTER, LLC,  
a Nevada limited liability company

By: Sky West Investments, Inc.,  
a Nevada corporation  
Its: Manager

By:   
Name: Jeffrey Lowden  
Its: President and Secretary

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



STATE OF CALIFORNIA

COUNTY OF Los Angeles ss.

On this 15<sup>th</sup> day of August, 2007, before me, Stephanie Thay a Notary Public in and for the State of California, personally appeared Jeffrey Lowden personally known to me (or proved 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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

Signature [Signature]  
My commission expires Sept. 18, 2010



STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, \_\_\_\_\_ a Notary Public in and for the State of California, personally appeared \_\_\_\_\_ personally known to me (or proved 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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

Signature \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

All that certain lot, piece or parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

**LEGAL DESCRIPTION NO. 1**

Commencing at the Northwest corner of Lot 6 of the Tarronga Subdivision as shown on the Record of Survey for Rodger T. and Edna L. Poe and recorded as Document No. 26673, Douglas County, Nevada, Recorder's Office, which bears North 03°21'30" East, 1,717.77 feet from the South one-quarter (S 1/4) corner of Section 30, Township 13 North, Range 20E., M.D.B.&M., per said Map; thence North 00°53'30" East along the East right-of-way line of Nevada State Highway 88, 90.48 feet to THE POINT OF BEGINNING; thence South 89°06'30" East, 58.16 feet; thence South 64°00'17" East, 80.32 feet; thence North 25°59'43" East, 125.19 feet; thence South 64°00'17" East, 8.00 feet; thence North 25°59'43" East, 37.97 feet; thence North 64°00'17" west, 8.00 feet; thence North 25°59'43" East, 66.87 feet; thence South 64°00'17" East, 75.40 feet; thence North 25°59'43" East, 103.96 feet; thence South 64°00'17" East, 185.80 feet; thence South 25°59'43" west, 141.41 feet; thence South 64°00'17" East, 153.24 feet; thence South 25°59'43" west, 230.00 feet; thence North 64°00'17" west, 159.39 feet; thence South 25°59'43" west, 100.00 feet; thence South 64°00'17" East, 125.00 feet; thence South 25°59'43" west, 150.00 feet; thence North 63°59'03" west, 390.00 feet to the aforementioned East right-of-way line; thence North 00°53'30" East along said East right-of-way line, 290.00 feet; to THE POINT OF BEGINNING.

Reference is made to Tract "A" as set forth on Record of Survey Recorded May 17, 1991, in Book 591, Page 2566, as Document No. 250947, Official Records, Douglas County, Nevada.

Assessor's Parcel Nos. 1320-30-701-001 and 1320-30-701-004

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 23, 2007, BOOK 0307, PAGE 7628, AS FILE NO. 697652, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

**LEGAL DESCRIPTION NO. 2**

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of Lot 6 of the Tarronga Subdivision as shown on the Record of Survey for Rodger T. and Edna L. Poe and recorded as Document No. 26673, Douglas County, Nevada, Recorder's Office which bears North 03°21'30" East, 1,717.77 feet from the South one-quarter (S 1/4) corner of Section 30, T. 13 N., R. 20 E., M.D.B.&M., per said Map; thence North 00°53'30" East along the East right-of-way line of Nevada State Highway 88, 90.48 feet to





THE POINT OF BEGINNING; thence continuing North 00°53'30" East along said Easterly right-of-way line, 69.72 feet; thence from a tangent which bears North 00°11'10" East, curving to the right along said right-of-way line along a curve having a delta angle of 102°11'22", a radius of 210.00 feet and an arc length of 374.55 feet to an intersection with the Southerly right-of-way line of U.S. Highway 395; thence South 64°00'17" East along said Southerly right-of-way line, 98.37 feet; thence South 25°59'43" west, 103.96 feet; thence North 64°00'17" west, 75.40 feet; thence South 25°59'43" west, 66.87 feet; thence South 64°00'17" East, 8.00 feet; thence South 25°59'43" West, 37.97 feet; thence North 64°00'17" west, 8.00 feet; thence South 25°59'43" west, 125.19 feet; thence North 64°00'17" west, 80.32 feet; thence North 89°06'30" west, 58.16 feet to THE POINT OF BEGINNING.

Reference is made to Tract D as shown on Record of Survey recorded May 17, 1991, in Book 591, Page 2566, as Document No. 250947, Official Records, Douglas County, Nevada.

APN'S 1320-30-701-002 and 1320-30-701-003

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 23, 2007, BOOK 0307, PAGE 7633, AS FILE NO. 697653, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

LEGAL DESCRIPTION NO. 3

PARCEL 1:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of Lot 6, of the Tarronga Subdivision as shown on the Record of Survey for Rodger T. and Edna L. Poe and recorded as Document No. 26673, Douglas County, Nevada, Recorder's Office, which bears North 03°21'30" East 1,717.77 feet from the South one-quarter (S 1/4) corner of Section 30, Township 13 North, Range 20 East, M.D.B. & M., per said Map; thence North 00°53'30" East along the east right-of-way line of Nevada Highway 88, 160.20 feet; thence from a tangent which bears North 00°11'10" East, curving to the right along said right-of-way line along a curve having a delta angle of 102°11'22", a radius of 210.00 feet and an arc length of 374.55 feet to an intersection with the Southerly right-of-way line of U.S. Highway 395; thence South 64°00'17" East along said Southerly right-of-way line, 284.17 feet to THE POINT OF BEGINNING;

thence continuing South 64°00'17" East along said Southerly right-of-way line, 189.92 feet;  
thence South 25°59'43" West, 118.88 feet;  
thence North 64°00'17" West, 36.68 feet;  
thence South 25°59'43" West, 22.53 feet;  
thence North 64°00'17" West, 153.24 feet;  
thence North 25°59'43" East, 141.41 feet to THE POINT OF BEGINNING.

APN 1320-30-701-005

Reference is made to Tract C as set forth on Record of Survey recorded May 17, 1991, in Book 591, at Page 2566, as Document 250947, Official Records of Douglas County, Nevada.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED FEBRUARY 25, 2005, BOOK 0205 PAGE 9471, AS FILE NO. 637586, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 2:

Together with a 15" sewer easement as described in document recorded April 25, 2007 in Book 0407, Page 7696, Document No. 699801, Official Records, Douglas County, Nevada.

LEGAL DESCRIPTION NO. 4

PARCEL 1:

A parcel of land located within a portion of Section 30, township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of Lot 6 of the Tarronga Subdivision as shown on the Record of Survey for Rodger T. and Edna L. Poe and recorded as Document No. 26673, Douglas County, Nevada, Recorder's Office, which bears North 03°21'30" East, 1,717.77 feet from the South one-quarter (S 1/4) corner of Section 30, T. 13 N., R. 20 E., M.D.B.&M., per said Map; thence South 00°53'30" west along the east right-of-way line of Nevada Highway 88, 199.52 feet; thence South 63°59'03" East,, 390.00 feet to THE POINT OF BEGINNING:

thence North 25°59'43" East, 150.00 feet;  
thence South 64°00'17" East, 90.00 feet;  
thence North 25°59'43" East, 110.00 feet;  
thence South 64°00'17" East, 177.36 feet;  
thence South 26°35'00" west, 80.12 feet;  
thence North 63°55'57" west, 14.32 feet;  
thence South 00°31'06" west, 199.56 feet;  
thence North 63°57'06" west, 241.18 feet;  
thence North 63°59'03" west, 96.89 feet to THE POINT OF BEGINNING.

Assessor's Parcel No. 1320-30-701-012

PARCEL 1A:

Together with a road easement described as follows:

Commencing at the Northeasterly corner of the above-described Parcel, THE POINT OF BEGINNING; thence North 64°00'17" west, 50.00 feet; thence North 26°35'00" East, 168.57 feet; thence North 42°50'37" East, 50.00 feet; thence North 26°35'00" East, 144.86 feet to the Southerly right-of-way line of U.S. Highway 395; thence South 64°00'17" East along said Southerly right-of-way line, 36.00 feet; thence South 26°35'00" west, 361.43 feet to THE POINT OF BEGINNING.

PARCEL 1B;

Together with a 20-foot utility easement described as follows:

Commencing at the Northeasterly corner of the above-described Parcel, THE POINT OF BEGINNING; thence North 64°00'17" West, 20.00 feet; thence North 26°35'00" East, 361.43 feet to the southerly right-of-way line of U.S. 395; thence South 64°00'17" East along said southerly right-of-way line, 20.00 feet; thence South 26°35'00" West, 361.43 feet to the TRUE POINT OF BEGINNING.

Reference is made to Tract E as set forth on Record of Survey recorded May 17, 1991, in Book 591, at Page 2566, as Document No. 250947.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED APRIL 25, 2006, BOOK 0406, PAGE 8391, AS FILE NO. 673406, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

LEGAL DESCRIPTION NO. 5:

PARCEL 1:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of Lot 6, of the Tarronga Subdivision as shown on the Record of Survey for Rodger T. and Edna L. Poe and recorded as Document No. 26673, Douglas County, Nevada, Recorder's Office, which bears North 03°21'30" East 1,717.77 feet from the South one-quarter (S 1/4) corner of Section 30, Township 13 North, Range 20 East, M.D.B. & M., per said Map; thence South 00°53'30" West, along the East right-of-way line of Nevada Highway 88, 199.52 feet; thence South 63°59'03" East 390.00 feet; thence North 25°59'43" East 150.00 feet to the point of beginning; thence North 64°00'17" West 125.00 feet; thence North 25°59'43" East 100.00 feet; thence South 64°00'17" East 159.39 feet; thence North 25°59'43" East 10.00 feet; thence South 64°00'17" East 55.61 feet; thence South 25°59'43" West 110.00 feet; thence North 64°00'17" West 90.00 feet to the point of beginning.

APN 1320-30-701-013

PARCEL 2:

Together with a road easement described as follows:

Commencing at the Northeasterly corner of the above-described parcel, the point of beginning; thence South 64°00'17" East 127.43 feet; thence North 26°35'00" East 168.57 feet; thence North 42°50'37" East 50.00 feet; thence North 26°35'00" East 144.86 feet to the Southerly right-of-way line of U.S. 395; thence South 64°00'17" East, along said Southerly right-of-way line, 36.00 feet; thence South 26°35'00" west 411.43 feet; thence North 64°00'17" West 176.85 feet; thence North 25°59'43" East 50.00 feet to the point of beginning.

Reflected as Tract "F" on Record of Survey recorded May 17, 1991, in Book 591, Page 2566, as Document No. 250947, Official Records, Douglas County, Nevada.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 23, 2007, BOOK 0307, PAGE 7628, AS FILE NO. 697562, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

LEGAL DESCRIPTION NO. 6:

A Parcel of land situated in and being a portion of the Southeast 1/4 of Section 30, Township 13 North, Range 230 East, M.D.B. & M., described as follows:

PARCEL 1:

Commencing at a point which is 30 feet Southwesterly, measured at right angles, from the surveyed centerline of Nevada State Highway Route 3 (U.S. 395) and which is North 63°25' west, a distance of 1730.00 feet from the intersection of the westerly side of TENTH street in the Town of Minden, in said Douglas County, and the existing Southwesterly 30 foot right of way line of said Highway; said point of beginning further described as bearing North 57°03'22" west, a distance of 7869.45 feet from the East 1/4 section of corner Section 32, Township 13 North, Range 20 East, M.D.B. & M.; thence North 63°25' west a distance of 483.49 feet to a point; thence South 00°53'30" west, a distance of 707.74 feet to the True Point of Beginning; thence South 00°53' West, a distance of 200.00 feet to a point; thence North 63°25' west, a distance of 727.07 feet to an intersection with the Easterly right of way line of Nevada State Highway Route 88; thence North 00°53'30" west along said Easterly right of way line a distance of 200.00 feet to a point; thence South 63°25' East, a distance of 725.07 feet to the Point of Beginning.

APN 1320-30-802-001

PARCEL 2:

Access rights as contained in that Reciprocal Access Easement Agreement, Recorded September 28, 1998, in Book 998, at Page 5738, as Document No. 450462, of Official Records Douglas County, Nevada.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE  
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT  
RECORDED MARCH 23, 2007, BOOK 0307, PAGE 7680, AS FILE NO.  
697660, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY,  
STATE OF NEVADA."

LEGAL DESCRIPTION NO. 7

PARCEL 1:

A parcel of land located within a portion of Section 30,  
Township 13 North, Range 20 East, Mount Diablo Baseline and  
Meridian, Douglas County, Nevada, described as follows:

Tract B-2 as set forth in Final Parcel Map LDA 04-072 for  
Raymond D. May, filed in the office of the County Recorder  
of Douglas County, State of Nevada on December 23, 2004,  
Book 1204, Page 11330, Document No. 632788.

APN 1320-30-701-015

PARCEL 2:

A non-exclusive easement for pedestrian and vehicular  
Ingress, egress, parking and incidental purposes as created  
by that certain Declaration of Covenants, Conditions and  
Restrictions and Establishment of Easements recorded  
November 30, 1982 in Book 1182, Page 1333 as Instrument No.  
73566 and amendment thereto recorded January 3, 1991 in  
Book 191, Page 188 as Instrument No. 242195 of Official  
Records.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE  
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT  
RECORDED MARCH 23, 2007, BOOK 0307, PAGE 7635, AS FILE NO.  
697654, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY,  
STATE OF NEVADA."

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