

The undersigned hereby affirms that this document submitted for recording does not contain any personal information.

Assessor Parcel No(s): 1022-29-402-001, 002 & 003

18535 PAH

DOC # 724962  
06/13/2008 11:21AM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
WESTERN TITLE INC RIDGE  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 15 Fee: 28.00  
BK-608 PG-3225 RPTT: 0.00



RECORDATION REQUESTED BY:  
Heritage Bank of Nevada, 1401 S. Virginia, Reno, NV 89502

WHEN RECORDED MAIL TO:  
Heritage Bank of Nevada, 1401 S. Virginia, Reno, NV 89502

FOR RECORDER'S USE ONLY

### HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated June 12, 2008, is made and executed among ROBERT PARKER INC , whose address is 500 DAMONTE RANCH PKWY SUITE 980, RENO, NV 89521, TOPAZ LODGE INC, whose address is 500 DAMONTE RANCH PKWY SUITE 980, RENO, NV 89521 and TOPAZ LAKE WATER COMPANY INC, whose address is 500 DAMONTE RANCH PKWY SUITE 980, RENO, NV 89521 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and Heritage Bank of Nevada, 1401 S. Virginia, Reno, NV 89502 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in DOUGLAS County, State of Nevada:

See EXHIBIT "A", which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 1953 HWY 395, GARDNERVILLE, NV 89410. The Real Property tax identification number is 1022-29-402-001, 002 & 003. Together with the following appurtenant water rights, as set forth on Exhibit "B", which is attached to this document and made a part of this document as if fully set forth herein.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 1300039185

Page 2

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

**AFFIRMATIVE COVENANTS.** Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

**Compliance with Environmental Laws.** Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

**Preventive, Investigatory and Remedial Action.** Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under



**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 1300039185

Page 3

any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**Notices.** Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

**Access to Records.** Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

**Inspections.** Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

**INDEMNITOR'S WAIVER AND INDEMNIFICATION.** Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and



**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 1300039185

Page 4

expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO INDEMNITOR.** Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge



**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 1300039185

Page 5

reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shall include attorneys' fees that Lender, Trustee, or both incur, if either or both are made parties to any action to enjoin foreclosure or to any legal proceeding that Indemnitor institutes. The fees and expenses are secured by this Agreement and are recoverable from the Property.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nevada.

**Joint and Several Liability.** All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For



**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 1300039185

Page 6

notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed



BK-608  
PG-3230

724962 Page: 6 of 15 06/13/2008

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 1300039185

Page 7

under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

**Lender.** The word "Lender" means Heritage Bank of Nevada, its successors and assigns.

**Note.** The word "Note" means the Note executed by ROBERT PARKER INC , TOPAZ LODGE INC and TOPAZ LAKE WATER COMPANY INC in the principal amount of \$8,200,000.00 dated June 12, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED JUNE 12, 2008.**



BK-608  
PG-3231

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 1300039185

Page 8

**BORROWER:**

**ROBERT PARKER INC**

By:  \_\_\_\_\_

**ROBERT CASHELL JR, President of ROBERT  
PARKER INC**

**TOPAZ LODGE INC**

By:  \_\_\_\_\_

**ROBERT CASHELL JR, President of TOPAZ LODGE  
INC**

**TOPAZ LAKE WATER COMPANY INC**

By:  \_\_\_\_\_

**ROBERT CASHELL JR, President of TOPAZ LAKE  
WATER COMPANY INC**

**LENDER:**

**HERITAGE BANK OF NEVADA**

X  \_\_\_\_\_

**Authorized Officer**

**AMY GREGG**



BK-608  
PG-3232



HAZARDOUS SUBSTANCES AGREEMENT

Loan No: 1300039185

(Continued)

Page 9

CORPORATE ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF Washoe

)  
) SS  
)

This instrument was acknowledged before me on June 12 2008 by **ROBERT CASHELL JR, President of ROBERT PARKER INC**, as designated agent of **ROBERT PARKER INC**.



[Signature]

(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)



BK-608  
PG-3233

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 1300039185

Page 10

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEVADA

COUNTY OF Washoe

)  
) SS  
)

This instrument was acknowledged before me on June 12 2008 by **ROBERT CASHELL JR, President of TOPAZ LODGE INC**, as designated agent of **TOPAZ LODGE INC**.



[Signature]

(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)



BK-608  
PG-3234

**HAZARDOUS SUBSTANCES AGREEMENT**

Loan No: 1300039185

(Continued)

Page 11

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEVADA

COUNTY OF Washoe

)  
) SS  
)

This instrument was acknowledged before me on June 12 2008 by **ROBERT CASHELL JR, President of TOPAZ LAKE WATER COMPANY INC**, as designated agent of **TOPAZ LAKE WATER COMPANY INC**.



[Signature]  
(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)



BK-608  
PG-3235

**HAZARDOUS SUBSTANCES AGREEMENT**

Loan No: 1300039185

(Continued)

Page 12

**LENDER ACKNOWLEDGMENT**

STATE OF Nevada

COUNTY OF Washoe

)  
) SS  
)

This instrument was acknowledged before me on June 12, 2008 by Amy Greig, Assistant Vice President of Heritage Bank of Nevada, as designated agent of Heritage Bank of Nevada.



Kathryn Kolbet

(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)

LASER PRO Lending, Ver. 5.39.00.008 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - NV C:\LPRO\CFNLPL\G210.FC TR-3062 PR-1



BK-608  
PG-3236

EXHIBIT "A"

Legal Description

All that real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Lots 120, 121, 122, 123, 152, 153 and 154, of TOPAZ SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on August 10, 1954, as file No. 9774

TOGETHER WITH that real property lying and being in Section 29, Township 10 North, Range 22 East, M.D.B & M., Douglas County, State of Nevada, and more particularly described as follows:

COMMENCING at a point on the Northwest corner of Lot 123 of the Topaz Subdivision as recorded August 10, 1954, in the Official Records of Douglas County, Nevada; said point being the true point of beginning; thence West, a distance of 60.00 feet; thence South 00°04' West, a distance of 420.00 feet; thence East, a distance of 60.00 feet to the Southwest corner of Lot 120 of aforesaid subdivision; thence North 00°04' East, a distance of 420.00 feet to the true point of beginning.

ALSO TOGETHER WITH all that certain piece or parcel of land situated in the Southwest Quarter of Section 29, Township 10 North, Range 22 East, M.D.B & M., Douglas County, State of Nevada, and more particularly described as follows:

BEGINNING at the intersection of the West line of Genoa Street and the South line of Topaz Subdivision, as shown on the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on August 10, 1954; thence North 0°04' East along said West line of Genoa Street, a distance of 154.86 feet to the true point of beginning; thence continuing North 0°04' East 265.14 feet to the South line of Kit Carson Avenue, as shown on the map of Topaz Subdivision; thence West 385.87 feet to a point on the Easterly right-of-way curve of U.S. Highway 395 as described in the conveyance to the State of Nevada, recorded August 31, 1948, in Book Y of Deeds, Page 474, Douglas County, Nevada, records; thence Southeasterly along a curve having a radius of 4,575 feet subtending a central angle of 3°28'38" an arc distance of 277.71 feet to a point; thence leaving said right-of-way line East, a distance of 303.29 feet to the true point of beginning.

All that certain piece or parcel situate in the Southwest Quarter of Section 29, Township 10 North, Range 22, East, M.D.B & M., described as follows:

BEGINNING at a 7/8 inch iron bar at the intersection of the West line of Genoa Street and the South line of TOPAZ SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on August 10, 1954, under Document No. 9774, Douglas County, Nevada Records; thence from the point of beginning North 0°04' East along the West line of Genoa Street a distance of 154.86 feet to a 7/8 inch iron bar; thence West 303.29 feet, to a point in the Easterly right-of-way line of U.S. Highway 395, as described in the conveyance to the State of Nevada, recorded August 31, 1948, in Book Y of Deeds, Page 473, Douglas County, Nevada Records; thence along said highway right-of-way line along a curve to the right having a radius of 4575 feet, through an angle of 2°00'12", for an arc distance of 160.00 feet, to the intersection thereof, with the North line of the parcel conveyed to the M.K. & D Company, recorded April 01, 1955, in Book B-1 of Deeds, Page 316, Douglas County, Nevada Records; thence East along the line common to said M.K. & D. Company parcel, a distance of 263.06 feet to the point of beginning.

ALSO TOGETHER WITH all that certain piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land being a portion of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 10 North, Range 22 East, M.D.B & M., Douglas County, Nevada and more particularly described as follows:

COMMENCING at the Southwest corner of Lot 152, of TOPAZ SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on August 10, 1954; thence West a distance of 60 feet to the true point of beginning; thence continuing West, a distance of 406.39 feet more or less, to a point in the curve of the Easterly right-of-way line of U.S. Highway 395 and thence a Radial bearing South 70°20'59" West; thence Northerly along said right-of-way line through a curve whose central angle is 3°45'26" having a radius of 4,574.00 feet, an arc length of 300.00 feet to a point; thence South 89°57'00" East, a distance of 516.88 feet to a point in the Westerly line of Genoa Street (60.00 feet in width); thence South 0°04'00" West along said Westerly line, a distance of 288.50 feet to the true point of beginning.

ALSO TOGETHER WITH all that real property lying and being in the Southwest 1/4 of Section 29, Township 10 North, Range 22 East, M.D.B & M., Douglas County, State of Nevada, and more particularly described as follows:



BK-608  
PG-3237

COMMENCING at the Southwest corner of Lot 152 of TOPAZ SUBDIVISION, as recorded August 10, 1954; thence West 60.00 feet to the true point of beginning; thence West, a distance of 406.39 feet more or less to a point on the Easterly right-of-way of U.S. Highway 395; thence in a generally Southerly direction along the Easterly right-of-way of U.S. Highway 395 to the Northwest corner of that certain parcel of land as defined on Page 4 of Exhibit A as recorded in Book 784, Page 138, of County Records, said point being further defined as lying on the South right-of-way line of Kit Carson Avenue per aforesaid subdivision; thence East, a distance of 385.87 feet more or less to the Southwest corner of Kit Carson Avenue with Genoa Street per aforesaid subdivision; thence North 00°04' East, a distance of 60.00 feet to the true point of beginning

ALSO TOGETHER WITH commencing at a point on the Northeast corner of that certain parcel of land as defined in Book 1084, Page 2650, of County Records, said point being the true point of beginning; thence East, 60.00 feet, to the Easterly right-of-way line of Genoa Street as shown on the TOPAZ SUBDIVISION (as recorded August 10, 1954); thence South 00°04' West along the Easterly right-of-way line of Genoa Street to the Southwest corner of Lot 152 of the aforesaid TOPAZ SUBDIVISION; thence East 200 feet to the Southeast corner of aforesaid Lot 152; thence South 00°04' West, 60 feet to the Northeast corner of Lot 123 of the aforesaid TOPAZ SUBDIVISION; thence West along the Southerly right-of-way line of Kit Carson Avenue to the Southwest corner at the intersection of Kit Carson Avenue with Genoa Street; thence North 00°04' East along the Westerly right-of-way of Genoa Street to the true point of beginning.

EXCEPTING THEREFROM a general Public Utility Easement being a strip of land, 10.00 feet in width, (measured at right angles) lying 5.00 feet on both sides of the following described centerline being in portions of the former Kit Carson Avenue right-of-way as shown on the TOPAZ SUBDIVISION, recorded August 10, 1954 and being more particularly described as follows:

**Section 1**

BEGINNING at the Northeast corner of Lot 123 of said TOPAZ SUBDIVISION; thence North 0°04'00" East, 5.00 feet to the true point of beginning; thence 89°59'04" West, 524.00 feet to an angle point in said centerline; thence South 55°14'05" West, 5 feet to the end thereof.

**Section 2**

BEGINNING at the angle point in the above described Section 1; thence North 89°59'04" West, 22.00 feet to the end thereof

**PARCEL 2:**

A parcel of land on the East side of U.S. Highway 395 in the South 1/2 of the Southwest 1/4 of Section 29, Township 10 North, Range 22 East, M.D.B.&M. in Douglas County, Nevada, more fully described as follows:

BEGINNING at a point which the 1/4 corner of the South boundary of said Section 29 lies East 1,070.00 feet and South 225 feet; thence West parallel to the South line of Section 29, 416.84 feet to a point on the East right-of-way line of Highway 395; thence following the said right-of-way line Northerly on a curve to the left with a radius of 4,575 feet from a tangent bearing to the left with a radius of 4,575 feet from a tangent bearing North 5°23'40" West, a distance of 608.90 feet, thence East, a distance of 519.13 feet; thence South 600 feet to the point of beginning.

**PARCEL 3:**

All that certain property situate in the County of Douglas, State of Nevada, located in the South 1/2 of the Southwest 1/4 of Section 29, Township 10 North, Range 22, East, M.D.B. & M., in Douglas County, Nevada, more particularly described as follows:

BEGINNING at a point on the South line of said Section 29, from which the South 1/4 corner thereof bears East 1,076.30 feet; Thence along the said Section line West 394.00 feet to the Easterly right-of-way line of U.S. Highway 395; thence Northerly along said right-of-way line following a curve to the left with a radius of 4,575 feet, through an angle of 2°49'35" from a tangent bearing of 2°56'44" length of 225.69 feet; thence East, a distance of 411.24 feet; thence South, a distance of 225.00 feet to the true point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on March 30, 2004 as Document No. 608790 of Official Records



EXHIBIT B

Permit 16425  
Certificate 5398

Permit 33662  
Certificate 10614

Permit 48040  
Certificate 14993

Permit 48041  
Certificate 14944

Permit 48299  
Certificate 14945

Permit 48300  
Certificate 14946

Permit 52865  
Certificate 53073

Permit 67426

