



APN (Douglas County, NV):

1318-27-001-008  
1318-27-001-012 (portion)

APN (El Dorado County, CA):

029-010-20-100 (portion)

Prepared by and when  
recorded mail to:

Timothy J. Henderson, Esq.  
Henderson & Morgan, LLC  
4600 Kietzke Lane, Suite K228  
Reno, NV 89502

FOR THE PURPOSE OF COMPLYING WITH NRS 239B.030(4), THE UNDERSIGNED  
HEREBY AFFIRMS THAT THIS DOCUMENT DOES NOT CONTAIN THE SOCIAL  
SECURITY NUMBER OF ANY PERSON.

**ASSIGNMENT OF LEASES, RENTS AND REVENUES**

THIS ASSIGNMENT OF LEASES, RENTS AND REVENUES  
("Assignment") is made and entered into as of the 23<sup>rd</sup> day of February, 2009, by and  
between EDGEWOOD COMPANIES, a Nevada corporation, formerly known as  
PARK CATTLE CO., a Nevada corporation, which is hereinafter referred to as  
"Assignor", party of the first part, and WELLS FARGO BANK, National Association,  
hereinafter referred to, together with its successors and assigns, in such capacity, as  
"Lender", party of the second part.

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

WHEREAS:

A. Reference is made to that real property which is situate in the  
County of Douglas, State of Nevada and in the County of Eldorado, State of  
California, and which is particularly described by "Exhibit A" attached hereto and  
incorporated by reference herein (the "Land"). Assignor is the owner of the Land.  
All references herein to the "Real Property" shall be to the Land, and any interest  
therein which is now owned or hereafter acquired by Assignor (including, without

limitation, any interest of Assignor in any tenements, hereditaments and/or appurtenances to the Land).

B. The Land is leased by Assignor to Harveys Tahoe Management Company pursuant to the terms of three (3) leases (collectively, together with any and all modifications, extensions or renewals thereof, the "Harveys Leases") more particularly described as follows:

(i) The Lease Agreement dated as of July 9, 1973, executed between Assignor, as landlord, and Harvey's Wagon Wheel, Inc., a Nevada corporation ("HWWI"), as tenant, as amended by Modification to Lease dated April 27, 1979, by Second Amendment to Lease Agreement dated as of February 28, 1985, and as further amended by Third Amendment to Lease Agreement between Assignor, landlord, and Harveys Casino Resorts ("HCR") formerly known as Harveys Wagon Wheel, Inc., tenant, dated as of June 1, 1997, the tenant's interests thereunder having been assigned by HCR to Harveys Tahoe Management Company, Inc., a Nevada corporation ("HTMC") by Assignment of Leases dated as of June 1, 1997;

(ii) The Net Lease Agreement dated as of February 28, 1985 (Douglas County, Nevada Property), executed between Assignor, as landlord, and HWWI, as tenant, as amended by First Amendment to Lease Agreement between Assignor, landlord, and HCR, tenant, dated as of June 1, 1997, the tenant's interests thereunder having been assigned by HCR to HTMC by Assignment of Leases dated as of June 1, 1997; and

(iii) The Net Lease Agreement dated as of February 28, 1985 (Eldorado County, California Property), executed between Assignor, as landlord, and HWWI, as tenant, as amended by First Amendment to Lease Agreement between Assignor, landlord, and HCR, tenant, dated as of June 1, 1997, the tenant's interests thereunder having been assigned by HCR to HTMC by Assignment of Leases dated as of June 1, 1997.

C. By Assignment and Assumption of Leases dated as of January 28, 2008 (the "Propco Assignment") HTMC assigned to Tahoe Garage Propco, LLC, a Delaware limited liability company ("TGPLLC") all of its right, title and interest in and to the Harveys Leases and TGPLLC assumed all of the tenant



obligations thereunder for the payment of rent and for the full and faithful performance of the covenants, terms and conditions contained therein.

D. Assignor did not consent to the Propco Assignment and there is presently a dispute between Assignor and HTMC concerning the following issues (collectively, the "Harveys Lease Disputes"):

(i) Whether or not Assignor's consent to the Propco Assignment was required under the terms of the Harveys Leases, and if so, whether the Propco Assignment is valid and binding;

(ii) Whether the dissolution of HWWI constituted a breach of the Harveys Leases; and

(iii) Whether the tenant under the Parking Garage Lease has failed to maintain the improvements located on the Parking Garage Property in first class condition and appearance as required under the Parking Garage Lease.

E. Reference is made to that certain Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed concurrently or substantially concurrent herewith by and among Assignor, as Borrower, and Lender. All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

F. Pursuant to the Credit Agreement, and subject to the terms and conditions specified therein, the Lender has agreed to establish the Credit Facility for the benefit of Assignor, on a revolving line of credit basis, with an initial maximum principal amount of Twenty-Five Million Dollars (\$25,000,000.00).

G. It is a condition of the Credit Facility that all right, title and interest of Assignor in and to:

a. the Harveys Leases;

b. all rents, issues, profits, earnings, income, proceeds, payments, revenue, receipts and deposits (collectively the "Proceeds") which relate to, or are derived from, the Real Property, the Harveys Leases or any business



activity conducted by Assignor on, or in connection with, the Real Property, or any portion thereof (collectively, the "Rents and Revenues");

be presently assigned to Lender as additional security for the Credit Facility and as additional security for the performance of all obligations to be performed by Assignor pursuant to the Credit Agreement and the other Loan Documents (other than the Environmental Certificate), together with all renewals, extensions, amendments and modifications thereof, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the Credit Facility, Assignor does hereby assign to the Lender all of its right, title and interest in and to the Rents and Revenues as follows:

1. Assignor does hereby grant, assign and convey unto Lender all the right, title, interest and privilege which Assignor now has, or may hereafter acquire, in or to: (i) the Harveys Leases which now exist or may hereafter be entered into; and (ii) the Rents and Revenues. Without limiting the generality of the foregoing, Lender shall have the present and continuing right with full power and authority, in its own name, or in the name of Assignor or otherwise: (aa) to do any and all things which Assignor may be or may become entitled to do under the Harveys Leases, and the right to make all waivers and agreements, give all notices, consents and releases and other instruments and to do any and all other things whatsoever which Assignor may be or may become entitled to do under said Harveys Leases; and (bb) to make claim for, enforce, collect, receive and make receipt (in its own name, the name of Assignor, or otherwise) for any and all of the Rents and Revenues and to do any and all things which Assignor is or may become entitled to do for the collection of the Rents and Revenues.

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

3. Assignor shall keep and perform the following with respect to the Harveys Leases:

a. Except for Permitted Encumbrances, Assignor will not further assign any interest in the Harveys Leases or create or permit any lien, charge, or encumbrance upon its interests in the Harveys Leases;



b. Assignor will not, without the prior written consent of the Lender, which consent Lender agrees will not be unreasonably withheld regarding amendments or modifications in connection with the resolution of the Harveys Lease Disputes:

(i) cancel, terminate, surrender or consent to any cancellation, termination or surrender, or permit any event to occur which would entitle any lessee or tenant to cancel, terminate or surrender its respective Harveys Lease (other than a cancellation or termination caused by the default of the respective lessee or tenant thereunder other than the Harveys Lease Disputes);

(ii) amend or modify any of the Harveys Leases;

(iii) waive any default under or breach of any Harveys Lease, except to the extent permitted under the terms of the Credit Agreement; or

(iv) unless legally required to do so, give any consent, waiver or approval which would impair the interest of Assignor in any of the Harveys Leases, except to the extent permitted under the terms of the Credit Agreement.

c. Assignor will promptly notify the Lender of the occurrence of any default under any of the Harveys Leases.

4. Notwithstanding anything to the contrary contained in this Assignment, it is understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement, there is reserved to Assignor a revocable license to retain, use and enjoy the Harveys Leases and the properties they concern. Upon the occurrence of an Event of Default as set forth in the Credit Agreement, such license granted to Assignor shall be immediately revoked without further demand or notice and Lender is hereby empowered to enter and take possession of the Real Property and to use, manage and operate the same and to do all acts required or permitted by the Harveys Leases, and perform such other acts in connection with the Harveys Leases as Lender, in its sole discretion, may deem proper (including, without limitation, such acts as are otherwise authorized under this Assignment). Should the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under any of the Security Documentation, then such license granted to Assignor shall be immediately reinstated without further demand or notice and

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Lender shall, as soon as reasonably possible, and at the expense of Assignor, redeliver to Assignor possession of the Harveys Leases (and shall execute such notices to third parties as Assignor may reasonably request) and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder as if the Event of Default had not occurred (without impairment of or limitation on Lender's right to proceed hereunder upon subsequent Events of Default).

5. It is also understood and agreed that so long as there shall exist no Event of Default under the Credit Agreement there is reserved to Assignor a revocable license to collect the Rents and Revenues as they become due, but not prior to accrual. Upon the occurrence of an Event of Default under the Credit Agreement such license granted to Assignor shall be immediately revoked without further demand or notice and Lender is hereby empowered, but shall not be obligated, to: (i) demand payment of the Rents and Revenues from the appropriate party, (ii) give notice that further payments of Rents and Revenues are to be made as directed by Lender, and (iii) settle, compromise, bring suit in respect of Rents and Revenues or otherwise deal with the person owing such Rents and Revenues, either in the name of Assignor, or in its own name. If any such Rents and Revenues are collected by Assignor in violation of this Assignment, such Rents and Revenues shall be held in trust for the benefit of Lender. Any such Rents and Revenues which are actually collected by Lender for application to Assignor's obligations under the Credit Agreement (and not held by a receiver or other third party) shall be applied to such obligations in the order set forth by Section 7.03 of the Credit Agreement. No action taken by Lender, or by a receiver, in exercising any of the rights and remedies hereunder shall cause any of them to be characterized as a "Mortgagee in Possession". This Assignment is intended to be and is an absolute present assignment from Assignor to Lender and not merely the passing of a security interest. Should the Event of Default which resulted in any such revocation be cured prior to foreclosure, deed-in-lieu of foreclosure, or a similar conveyance under any of the Security Documentation, then such license granted to Assignor shall be immediately reinstated without further demand or notice and Lender shall, as soon as reasonably possible, and at the expense of Assignor, execute such notices to third parties as Assignor may reasonably request and the parties hereto shall each be restored to, and be reinstated in, their respective rights and positions hereunder as if the Event of Default had not occurred (without impairment of or limitation on Lender's right to proceed hereunder upon subsequent Events of Default).

6. Assignor hereby agrees to indemnify, protect, defend and save harmless Lender as well as its directors, trustees, officers, employees, agents,



attorneys and stockholders (individually an "Indemnified Party" and collectively, the "Indemnified Parties") from and against, any and all losses, damages, expenses or liabilities of any kind or nature from any investigations, suits, claims, demands or other proceedings, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from, or in any way connected with: (i) this Assignment or (ii) any of the Harveys Leases or Rents and Revenues. It is provided, however, that Assignor shall not be obligated to indemnify, protect, defend or save harmless an Indemnified Party if, and to the extent, the loss, damage, expense or liability was caused by (a) the gross negligence or intentional misconduct of such Indemnified Party, or (b) the breach of this Assignment or any other Loan Document by such Indemnified Party or the breach of any laws, rules or regulations by an Indemnified Party (other than those breaches of laws arising from Assignor's default). In case any action shall be brought against any Indemnified Party based upon any of the above and in respect to which indemnity may be sought against Assignor, Lender shall promptly notify Assignor in writing, and Assignor shall assume the defense thereof, including the employment of counsel selected by Assignor and reasonably satisfactory to Lender, the payment of all costs and expenses and the right to negotiate and consent to settlement. Upon reasonable determination made by an Indemnified Party that such counsel would have a conflict representing such Indemnified Party and Assignor, the applicable Indemnified Party shall have the right to employ, at the expense of Assignor, separate counsel in any such action and to participate in the defense thereof. Assignor shall not be liable for any settlement of any such action effected without its consent, but if settled with Assignor's consent, or if there be a final judgment for the claimant in any such action, Assignor agrees to indemnify, defend and save harmless such Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. In the event that any Person is adjudged by a court of competent jurisdiction not to have been entitled to indemnification under this Section 6, it shall repay all amounts with respect to which it has been so adjudged. If and to the extent that the indemnification provisions contained in this Section 6 are unenforceable for any reason, the Assignor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law. The provisions of this Section 6 shall survive the termination of this Assignment, the repayment of the Credit Facility and the assignment or subparticipation of all or any portion of the Credit Facility.

7. Lender shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under the Harveys Leases or relating to the Rents and Revenues. This Assignment shall not place responsibility for the management, control, care, operation or repair of the Real Property or the Harveys Leases upon any of the Indemnified Parties; nor shall this



Assignment cause any of the Indemnified Parties to be responsible or liable for any negligence in the management, control, care, operation or repair of the Real Property or the Harveys Leases which results in loss, injury or death to any tenant, guest, licensee, employee or stranger (provided that this Section 7 shall not act to relieve any Indemnified Party from liability which results from such Indemnified Party's own gross negligence or willful misconduct).

8. Assignor agrees that this Assignment and the designation and directions herein set forth are irrevocable. So long as: (i) this Assignment and/or the designation and directions set forth herein are in effect; (ii) any obligation of Assignor under the Credit Facility remains unsatisfied; or (iii) Lender has any obligation, whether contingent or otherwise, to advance any funds under the Credit Facility; Assignor will not make any other assignment, designation or direction inconsistent herewith (except as otherwise permitted in the Credit Agreement), and any such assignment, designation or direction which is inconsistent herewith shall be void. Assignor will, from time to time, execute all instruments of further assurance and all such supplemental instruments as may be reasonably requested by Lender.

9. No action or inaction on the part of Lender shall constitute an assumption on the part of Lender of any obligations or duties under the Harveys Leases or relating to the Rents and Revenues. No action or inaction on the part of Assignor shall adversely affect or limit in any way the rights of Lender under this Assignment or, through this Assignment, under the Harveys Leases or relating to the Rents and Revenues.

10. Assignor covenants and represents that it has the full right and title to assign the Harveys Leases and the Rents and Revenues; that, except for Permitted Encumbrances, no other assignments of its interests in the Harveys Leases or of its interests in the Rents and Revenues have been made (other than assignments which are no longer in effect and have been irrevocably terminated); that no notice of termination has been served on it with respect to any Harveys Leases, the termination of which would be reasonably likely to result in a Material Adverse Change; and that there are presently no defaults existing under any of the Harveys Leases, which defaults would be reasonably likely to result in a Material Adverse Change if left uncured.

11. The full performance of the terms contained in the Credit Agreement and the Revolving Credit Note and the due release and termination of the Security Documentation shall render this Assignment void. Upon such performance, the Lender, at the request and the expense of Assignor, will deliver





either an instrument canceling this Assignment or assigning the rights of the Lender hereunder, as Assignor shall direct.

12. Assignor and Lender intend that this Assignment shall be a present, absolute and unconditional assignment of the Rents and Revenues, subject to the license granted above, and not merely the passing of a security interest. During the term of this Assignment, none of the Rents and Revenues shall constitute property of Assignor (or any estate of Assignor) within the meaning of 11 U.S.C. § 541 (as it may be amended from time to time).

13. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns. This Assignment may not be modified or terminated orally. If there is more than one (1) Assignor hereunder, the obligations of said Assignors hereunder shall be joint and several.

14. All of the rights and remedies of Lender hereunder are cumulative and not exclusive of any other right or remedy which may be provided for hereunder or under any other Loan Document. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to its terms shall be deemed a waiver by Lender of any rights or remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any rights or remedies possessed by Lender under the terms of the Loan Documents. The right of Lender to collect the secured principal, interest, and other Indebtedness under any of the Loan Documents, and to enforce any other security may be exercised by Lender prior to, simultaneous with, or subsequent to any action taken under this Assignment.

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

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

17. In the event any one or more of the provisions contained in this Assignment shall be invalid, illegal or unenforceable in any respect, the validity,



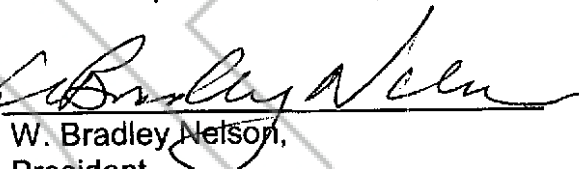
legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

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

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

**ASSIGNOR:**

EDGEWOOD COMPANIES,  
a Nevada corporation,  
formerly known as PARK CATTLE CO.,  
a Nevada corporation

By   
W. Bradley Nelson,  
President

**LENDER:**


WELLS FARGO BANK,  
National Association

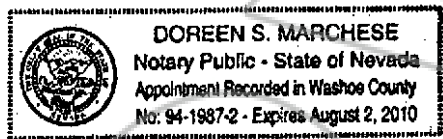
By   
Larry Rodriguez,  
Vice President



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE )

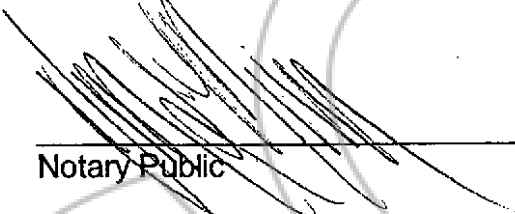
This instrument was acknowledged before me on February 23, 2009 by W. BRADLEY NELSON as President of EDGEWOOD COMPANIES, a Nevada corporation.

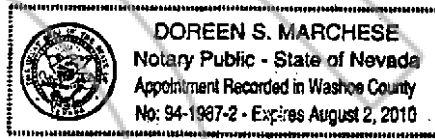
  
\_\_\_\_\_  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE )

This instrument was acknowledged before me on February 23, 2009 by LARRY RODRIGUEZ as Vice President of WELLS FARGO BANK, National Association.

  
\_\_\_\_\_  
Notary Public



**NEVADA**  
**LEGAL DESCRIPTION**

PARCEL 1:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 27,  
TOWNSHIP 13 NORTH, RANGE 18 EAST, MDB&M, DOUGLAS COUNTY,  
NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING AT THE INTERSECTION OF THE  
CALIFORNIA-NEVADA STATE LINE AND THE WESTERLY RIGHT-OF-WAY  
LINE OF U.S. HIGHWAY 50;  
THENCE N. 48°42'34" W., 1108.02 FEET ALONG THE CALIFORNIA-NEVADA  
STATE LINE TO THE POINT OF BEGINNING;  
THENCE N. 48°42'34" W., 306.26 FEET ALONG THE CALIFORNIA-NEVADA  
STATE LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF  
STATELINE LOOP ROAD;  
THENCE N. 23°57'13" E., 154.41 FEET ALONG THE EASTERLY RIGHT-OF-WAY  
LINE OF STATELINE LOOP ROAD;  
THENCE S. 62°26'55" E., 72.14 FEET;  
THENCE S. 00°50'44" W., 33.27 FEET;  
THENCE S. 29°43'25" E., 86.29 FEET;  
THENCE S. 70°15'01" E., 157.23 FEET;  
THENCE S. 30°18'30" W., 172.01 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED  
PREVIOUSLY IN DOCUMENT NO. 114960.

PARCEL 2:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 27,  
TOWNSHIP 13 NORTH, RANGE 18 EAST, MDB&M, DOUGLAS COUNTY,  
NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING AT THE INTERSECTION OF THE  
CALIFORNIA-NEVADA STATE LINE AND THE WESTERLY RIGHT-OF-WAY  
LINE OF U.S. HIGHWAY 50;

THENCE N. 48°42'34" W., 990.12 FEET ALONG THE CALIFORNIA-NEVADA  
STATE LINE TO THE POINT OF BEGINNING;

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**EXHIBIT A**



THENCE N. 48°42'34" W., 117.90 FEET ALONG THE CALIFORNIA-NEVADA STATE LINE;  
THENCE N. 30°18'30" E., 172.01 FEET;  
THENCE N. 70°15'01" W., 157.23 FEET;  
THENCE N. 29°43'25" W., 86.29 FEET;  
THENCE N. 00°50'44" E., 33.27 FEET;  
THENCE N. 62°26'55" W., 72.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATELINE LOOP ROAD;  
THENCE N. 23°57'13" E., 121.09 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE 144.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°04'04" AND A RADIUS OF 1170.00 FEET (CHORD BEARS N. 27°29'15" E., 144.24 FEET);  
THENCE S. 62°03'50" E., 1396.61 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 50;  
THENCE S. 27°57'22" W., 296.01 FEET ALONG THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50;  
THENCE N. 62°02'38" W., 289.93 FEET;  
THENCE N. 80°14'14" W., 709.00 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN DOCUMENT NO. 114959.

**CALIFORNIA**  
**LEGAL DESCRIPTION**

A parcel of land located within a portion of Section 27, Township 13 North, Range 18 East, MDB&M, El Dorado County, California, being more particularly described as follows:

COMMENCING at a point lying at the intersection of the California-Nevada state line and the westerly right-of-way line of U.S. Highway 50;  
thence N. 48°42'34" W., 1104.38 feet along the California-Nevada state line to the POINT OF BEGINNING;  
thence S. 88°32'23" W., 290.89 feet along the Northerly right-of-way line of Stateline Avenue;



thence along the easterly right-of-way line of Stateline Loop Road, 37.84 feet along the arc of a curve to the right having a central angle of  $108^{\circ}24'37''$  and a radius of 20.00 feet (chord bears N.  $37^{\circ}15'44''$  W., 32.44 feet);  
thence continuing along the easterly right-of-way line of Stateline Loop Road, 75.86 feet along the arc of a non-tangent compound curve having a central angle of  $07^{\circ}00'36''$  and a radius of 620.00 feet (chord bears N.  $20^{\circ}26'55''$  E., 75.81 feet);  
thence N.  $23^{\circ}57'13''$  E., 125.90 feet to a point on the California-Nevada state line;  
thence departing said easterly right-of-way line of Stateline Loop Road, S.  $48^{\circ}42'34''$  E., 309.89 feet along the California-Nevada state line to the POINT OF BEGINNING.

Parcel contains 0.780 acres more or less.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN INSTRUMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, CALIFORNIA ON AUGUST 16, 1995, AS DOCUMENT NO. 036646, IN BOOK 4522, AT PAGE 069, OF OFFICIAL RECORDS.

