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BANK OF AGRICULTURE AND COMMERCE  
2021 WEST MARCH LANE SUITE 2D  
P.O. Box 7066  
STOCKTON, CALIFORNIA 95267

APN# 1318-02-210-001

DOC # 754490  
11/24/2009 03:36PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
FIRST CENTENNIAL - RENO  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: 45.00  
BK-1109 PG-5630 RPTT: 0.00



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## DEED OF TRUST AND ASSIGNMENT OF RENTS

(SECURES OBLIGATION WITH VARIABLE INTEREST RATE)

DATE AND PARTIES: This Deed of Trust and Assignment of Rents (Deed of Trust) is made November 20, 2009, between the following parties:

**TRUSTOR:**

**THOMAS A. LUCKEY AND CATHIE A. LUCKEY, TRUSTEES OF THE  
THOMAS A. LUCKEY AND CATHIE A. LUCKEY REVOCABLE FAMILY TRUST**  
a Trust  
1481 Manila Road  
Lathrop, CA 95330

**TRUSTEE:**

**B OF A & C SERVICE CORPORATION**  
P.O. Box 7066  
2021 W MARCH LANE, SECOND FLOOR  
STOCKTON, CALIFORNIA 95267

**BENEFICIARY:**

**BANK OF AGRICULTURE AND COMMERCE**  
a CALIFORNIA banking corporation  
2021 WEST MARCH LANE SUITE 2D  
P.O. Box 7066  
STOCKTON, CALIFORNIA 95267

Trustor irrevocably grants, transfers and assigns to Trustee, in trust and with power of sale, all of the following described real property (Property) situated in DOUGLAS County, NEVADA, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

Together with all improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, trees, shrubbery, crops, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust.

**1. THIS DEED OF TRUST SECURES:**

- A. All of the obligations of THOMAS A. LUCKEY AND CATHIE A. LUCKEY, CO-TRUSTEES OF THE THOMAS A. LUCKEY AND CATHIE A. LUCKEY REVOCABLE FAMILY TRUST herein called "Obligor," in favor of Beneficiary or order under the terms of:  
A promissory note dated November 20, 2009, in the original principal sum of \$800,000.00, with interest thereon at the



rate specified therein, which rate may fluctuate from time to time as provided therein.

The security of this Deed of Trust shall not be affected by the extension, renewal or modification from time to time of the obligations, instruments or agreements described above.

- B. Payment of any and all obligations and liabilities, whatsoever, whether primary, secondary, direct, indirect, fixed or contingent, whether now or hereafter due from Trustor, Obligor or any of them (or any successor in interest to Trustor or any of them) whether created directly or acquired by assignment if the document evidencing such obligation or liability or any other writing signed by Trustor, Obligor or any of them (or any successor in interest to Trustor or any of them) specifically provides that said obligation or liability is secured by this Deed of Trust.
- C. Performance of each agreement of Trustor and Obligor herein contained or contained in any other agreement, instrument or other writing to which Trustor is a party if the same is written in connection with any of the foregoing.
- D. Payment of all sums to be expended by the Beneficiary or Trustee pursuant to the terms of this Deed of Trust or the terms incorporated herein.

2. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

- A. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or cause to be completed any construction of buildings or other improvements thereon which are financed in whole or in part by the indebtedness secured hereby and to restore promptly and in good and workmanlike manner any building or other improvement which may be damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alteration or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, weed, fertilize, fumigate, spray, prune and do all other acts which from the character of use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.
- B. To provide, maintain and deliver to Beneficiary fire and other insurance on the Property satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in order as Beneficiary may determine, or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.
- C. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including without limitation cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- D. To pay at least ten days before delinquency all taxes and assessments affecting the Property, including without limitation, assessment or appurtenant water stock, all encumbrances, charges and liens, on the Property or any part thereof, and all costs, fees and expenses of this Deed of Trust.
- E. That should Trustor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may:
  - 1. Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes.
  - 2. Appear in and defend any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee.
  - 3. Pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior and superior hereto.
  - 4. In exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.
- F. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the maximum rate allowed by law in effect at the date hereof or at the option of Beneficiary, such sums may be added to the principal balance of any indebtedness secured hereby and shall bear the highest rate of interest as any such indebtedness.
- G. To pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

3. TRUSTOR FURTHER AGREES THAT:

- A. Any award of damages in connection with any condemnation for public use or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such amounts received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- B. By accepting payment of any sum secured hereby after its due date, or after the filing of notice of default and of election to sell, Beneficiary shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor or Obligor, Beneficiary may, at its option, offset against any indebtedness owing by it to Trustor or Obligor, the whole or any part of the indebtedness secured hereby.
- C. Without affecting the liability of any person, including, without limitation Trustor or Obligor, for the payment of any indebtedness secured hereby, or the lien of this Deed of Trust on the remainder of the Property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows:
  - 1. Beneficiary may from time to time and without notice (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, including deeds of trust or mortgages, (d) alter, substitute or release any of the Property securing the indebtedness.
  - 2. Trustee may, at any time, and from time to time, upon the written request of Beneficiary (a) consent to the making of any map or plat of the Property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof or, (d) reconvey, without any warranty, all or any part of the Property.
- D. Upon (1) written request of Beneficiary or (2) performance of all obligations of the Trustor hereunder and under each and every



note, guaranty, agreement or other writing evidencing the indebtedness secured hereby, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment of its fee, Trustee shall reconvey, without warranty, the Property then held hereunder. The recital in such reconveyance of any matters of facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such reconveyance, Trustee may destroy said note, guaranty, agreement or other evidence of indebtedness and this Deed of Trust (unless directed in such request to retain them).

- E. Trustor irrevocably grants, assigns and transfers to Trustee, in trust for the benefit of Beneficiary, as additional security all the right, title and interest in and to any and all:
  1. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
  2. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Trustor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Deed of Trust will also be regarded as a security agreement.

Trustor will promptly provide Beneficiary with true and correct copies of all existing and future Leases. Trustor may collect, receive, enjoy and use the Rents so long as Trustor is not in default. Except for one lease period's rent, Trustor will not collect in advance any Rents due in future lease periods, unless Trustor first obtains Beneficiary's written consent. Upon default, Trustor will receive any Rents in trust for Beneficiary and Trustor will not commingle the Rents with any other funds. Any amounts collected shall be applied at Beneficiary's discretion first to costs of managing, protecting and preserving the Property, and to any other necessary related expenses including Beneficiary's court costs. Any remaining amounts shall be applied to reduce the Obligations.

Trustor agrees that this assignment is immediately effective between the parties to this Deed of Trust and effective as to third parties on the recording of this Deed of Trust, and this assignment will remain effective during any period of redemption by Trustor until the Obligations are satisfied. Trustor agrees that Beneficiary is entitled to notify Trustor or Trustor's tenants to make payments of Rents due or to become due directly to Beneficiary after such recording, however Beneficiary agrees not to notify Trustor's tenants until Trustor defaults and Beneficiary notifies Trustor of the default and demands that Trustor and Trustor's tenants pay all Rents due or to become due directly to Beneficiary. On receiving the notice of default, Trustor will endorse and deliver to Beneficiary any payments of Rents. If Trustor becomes subject to a voluntary or involuntary bankruptcy, then Trustor agrees that Beneficiary is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment under state and federal law and within Trustor's bankruptcy proceedings.

Trustor warrants that no default exists under the Leases or any applicable landlord law. Trustor also warrants and agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Trustor will promptly notify Beneficiary of any noncompliance. If Trustor neglects or refuses to enforce compliance with the terms of the Leases, then Beneficiary or Trustee may opt to enforce compliance to the extent that the law permits. Trustor will obtain Beneficiary's written authorization before Trustor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. Trustor will hold Beneficiary harmless and indemnify Beneficiary for any and all liability, loss or damage that Beneficiary may incur as a consequence of the assignment under this paragraph.

- F. Upon default by Trustor or Obligor in the performance of any payment or other obligation secured hereby or in the performance of any agreement hereunder or, if all or any part of the Property or an interest therein is sold, transferred or encumbered, whether voluntarily or involuntarily, or if a beneficial interest in Trustor is sold, transferred or encumbered, whether voluntarily or involuntarily, and Trustor is not a natural person, Beneficiary may declare all sums secured hereby immediately due without notice or demand and no waiver of this right shall be effective unless in writing and signed by Beneficiary.
- G. Waiver of a right granted to Beneficiary hereunder as to one transaction or occurrence shall not be deemed to be a waiver of the right as to any subsequent transaction or occurrence. Beneficiary may rescind any notice before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute also a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of the Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the note or, deed of trust, or any of the rights, obligations or remedies of the Beneficiary or Trustee hereunder.
- H. At least three months or any lesser period required by law having elapsed between the recordation of the notice of default and the date of sale, Trustee, having first given notice of sale as then required by law, and without demand on Trustor, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale except as otherwise permitted by law. Trustee may postpone sale of all or any portion of the Property by public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement, all as permitted by law. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. After deducting all costs of foreclosure (including costs and expenses of trustee and including without limitation costs of evidence of title in connection with the sale), Trustee shall apply the proceeds of the sale in accordance with California law. If Beneficiary shall elect to bring suit to foreclose this Deed of Trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, Beneficiary shall be entitled to a reasonable attorneys' fees and litigation costs.
- I. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the





Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

- J. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including without limitation pledgees of the note, guaranty, agreement, or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the neuter gender includes the masculine and/or the feminine, and the singular number includes the plural.
- K. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- L. Any Trustor or Obligor who is a married person expressly agrees that his or her community property and separate property shall be liable for any deficiency after the sale of the Property to the extent such Trustor or Obligor is personally obligated to pay the indebtedness secured hereby.
- M. If Trustor or any successor in interest to Trustor sells, transfers or encumbers any interest in the Property, whether voluntarily or involuntarily, or if a beneficial interest in Trustor is sold or transferred, voluntarily or involuntarily, and Trustor is not a natural person: (1) the transferor and the transferee shall each immediately give written notice of said transfer to the Beneficiary, at its address designated on the first page of this Deed of Trust; (2) if this Deed of Trust secures Trustor's or Obligor's obligation under an agreement as defined herein, all credit extended by Beneficiary under the agreement, whether before or after the property is transferred, shall be secured under this Deed of Trust as if no transfer had occurred except for credit extended by Beneficiary more than five days after it has received the written notices required by this paragraph.
- N. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permitted by law.

4. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.

A. As used in this paragraph:

- (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA", 42 U.S.C. 9601 et seq.), all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a Hazardous Substance (as defined herein).
- (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or the environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

B. Trustor represents, warrants and agrees that:

- (1) Except as previously disclosed and acknowledged in writing to Bank, no Hazardous Substance has been, is or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- (2) Except as previously disclosed and acknowledged in writing to Bank, Trustor has not and shall not cause, contribute to or permit the release of any Hazardous Substance on the Property.
- (3) Trustor shall immediately notify Bank if: (a) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (b) there is a violation of any Environmental Law concerning the Property. In such an event, Trustor shall take all necessary remedial action in accordance with any Environmental Law.
- (4) Except as previously disclosed and acknowledged in writing to Bank, Trustor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (a) any Hazardous Substance located on, under or about the Property or (b) any violation by Trustor or any tenant of any Environmental Law. Trustor shall immediately notify Bank in writing as soon as Trustor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Bank has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- (5) Except as previously disclosed and acknowledged in writing to Bank, Trustor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- (6) Except as previously disclosed and acknowledged in writing to Bank, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well shall be added unless Bank first agrees in writing.
- (7) Trustor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- (8) Trustor will permit, or cause any tenant to permit, Bank or Bank's agent to enter and inspect the Property and review all records at any reasonable time to determine: (a) the existence, location and nature of any Hazardous Substance on, under or about the Property; (b) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; (c) whether or not Trustor and any tenant are in compliance with any applicable Environmental Law.
- (9) Upon Bank's request, Trustor agrees, at Trustor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Bank. The choice of the environmental engineer who will perform such audit is subject to the approval of Bank.
- (10) Bank has the right, but not the obligation, to perform any of Trustor's obligations under this paragraph at Trustor's expense.
- (11) As a consequence of any breach of any representation, warranty or promise made in this paragraph, (a) Trustor will indemnify and hold Bank and Bank's successors or assigns harmless from and against all losses, claims, demands,



liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and reasonable attorneys' fees, which Bank and Bank's successors or assigns may sustain; and (b) at Bank's discretion, Bank may release this Deed of Trust and in return Trustor will provide Bank with collateral of at least equal value to the Property secured by this Deed of Trust without prejudice to any of Bank's rights under this Deed of Trust.

(12) Notwithstanding any of the language contained in this Deed of Trust to the contrary, the terms of this paragraph shall survive any foreclosure or satisfaction of any deed of trust, mortgage or any obligation regardless of any passage of title to Bank or any disposition by Bank of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

- 5. MAILING ADDRESS FOR NOTICE. Unless otherwise indicated herein, Trustor shall be deemed to have requested that a copy of any notice of default, and of any notice of sale hereunder, be mailed to Trustor at the address provided above in the paragraph titled DATE AND PARTIES.
- 6. INTEGRATION CLAUSE. This written Deed of Trust and all documents executed concurrently herewith, represent the entire understanding between the parties as to the obligations and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.
- 7. TERM. This Deed of Trust shall remain in effect until terminated in writing.

By signing below, Trustor agrees to all the terms and conditions of this Deed of Trust.

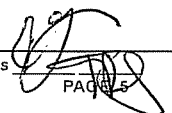
**TRUSTOR:**

**THOMAS A. LUCKEY AND CATHIE A. LUCKEY, TRUSTEES OF THE  
THOMAS A. LUCKEY AND CATHIE A. LUCKEY REVOCABLE FAMILY TRUST**

By:

  
THOMAS A. LUCKEY  
As Co-Trustee

CATHIE A. LUCKEY  
As Co-Trustee

  
PAGE 5



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of San Joaquin }

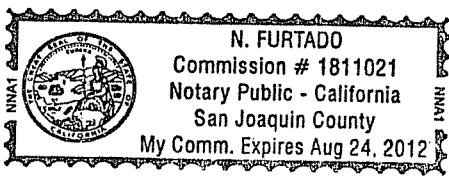
On November 23, 2009 before me, N. Furtado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Thomas A. Luckey and Cathie A. Luckey  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature N. Furtado  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

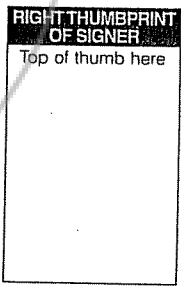
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

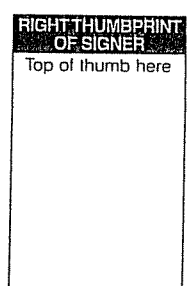
Title or Type of Document: Deed of Trust and Assignment of Rents  
Document Date: November 20, 2009 Number of Pages: 6  
Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas A. Luckey  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

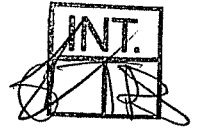


Signer's Name: Cathie A. Luckey  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**EXHIBIT "A"**

**Parcel No. 1:**

**Lot 18, as shown on the map entitled SKYLAND SUBDIVISION NO. 1, filed for record in the office of the County Recorder of Douglas County, Nevada, on February 27, 1958 in Book 1, of Maps, page 181, as Document No. 12967.**

**Parcel No. 2:**

**Together with the right of access to the waters of Lake Tahoe and for beach and recreational purposes over Lots 32 and 33, as shown on the file map referred to herein as reserved in the Deed from Stockton Garden Homes Inc., a California corporation to Skyland Water Co., a Nevada corporation, recorded February 5, 1960 in Book 1 of Official Records, at page 268, as Document No. 15573, Douglas County, Nevada.**

**APN: 1318-03-210-001**

