When recorded, mail to:

Terrill R. Dory 335 W. First Street Reno, Nevada 89503 DOC # 0763333
05/10/2010 12:41 PM Deputy: KE
OFFICIAL RECORD
Requested By:
TERRILL DORY

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 18 Fee: 31.00 BK-0510 PG-1531 RPTT: 0.00



APN: 1319-03-610-003, 1319-03-711-002, 1319-03-810-001, 1319-10-112-001, 1419-26-201-001, 1419-26-301-005

AFFIRMATION PURSUANT TO NRS 111.312(1)(2) AND 239B.030(4)

I, the undersigned, hereby affirm that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-or-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(state specific statute)

Signature

errill

Print Signature

Attorney Title

DEED OF TRUST

THIS DEED OF TRUST, made this 7 day of _______, 2010, by and between MDA ENTERPRISES, INC., a Nevada corporation, "Trustor", NORTHERN NEVADA TITLE COMPANY, "Trustee", and FILIBERTO FERRONI AND KAREN FERRONI, CO-TRUSTEES OF THE FERRONI TRUST FOR SILVIA F. FERRONI, UAD January 10, 1990, as to an undivided twenty-five percent (25%) interest; FILIBERTO C. FERRONI AND KAREN FERRONI, CO-TRUSTEES OF THE FERRONI TRUST FOR SARAH F. FERRONI, UAD January 10, 1990, as to an undivided twenty-five percent (25%) interest; and TERRILL R. DORY, TRUSTEE OF THE TERRILL R. DORY (SP) TRUST, UAD January 18, 2000, as to an undivided fifty percent (50%); collectively "Beneficiary."

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale the real property situate in the County of Douglas, State of Nevada, that is described in attached Exhibit "A," which is incorporated by this reference.

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances thereunto, including water rights, belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issue and profits thereof, and also all the estate, right, title, and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire of, in or to the said premises or any part thereof, with the appurtenances.

Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereafter expressed:

As security for the payment of (a) promissory note of even date, in the sum of Two Hundred Thousand and no\100 Dollars (\$200,000.00) in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other

indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor agrees to timely perform all obligations under the terms of each deed of trust or other encumbrance prior to this deed of Trust.

SECOND: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

THIRD: The Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above-described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandlike manner.

FOURTH: The following covenants, Nos. 1, 2 (replacement value), 3, 4, (interest 10% per year), 5, 6, 7, and 8 of N.R.S. 107.030, are hereby adopted and made a part of this deed of trust.

FIFTH: Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein

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named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

SIXTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SEVENTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

EIGHTH: In the event of any tax or assessment on the interest under this deed of trust, it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments, although the same may be assessed against the Beneficiary or Trustee.

NINTH: All the provisions of this instrument shall inure to, apply and bind the legal representatives, successors and assigns of each party hereto respectively.

TENTH: In the event of a default in the performance of payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor(s) addressed to Trustor at the address set forth below, and such notice shall be binding upon the Trustor(s), Assignee(s), or Grantee(s) from the Trustor(s).

ELEVENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

In the event that Trustor, or any successor in interest of Trustor in the real property encumbered by this deed of trust shall sell, transfer or convey, or contract to sell, transfer or convey, such real property, or any portion thereof, or any interest therein, then, at the option of Beneficiary, the then unpaid balance of principal and interest due hereunder shall forthwith become due and payable although the time of maturity otherwise expressed shall not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

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IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

MDA ENTERPRISES, INC.

W.L. LOW EIGHREN

Its: V.P. MOA PUTEOPOUSES, INC.

Address of Trustor:

MDA Enterprises, Inc. P.O. Box 350 Genoa, NV 98448

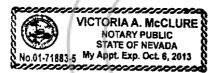
ACKNOWLEDGEMENT

STATE OF NEVADA

SS.

COUNTY OF DOUGLAS)

On May 7, 2010, personally appeared before me, a Notary Public, Low Evalue, who acknowledged to me that he executed the above instrument in his capacity as an officer of MDA Enterprises, Inc., a Nevada corporation.



NOTARY PUBLIC

EXHIBIT "A"

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

PARCEL 1 (Adjusted Parcel 5 of Map Doc. No. 337621):

A parcel of land located within Section 3, Township 13 North, Range 19 East, MDM, Douglas County, Nevada, being more particularly described as follows:

Beginning at the Southwesterly corner of Lot 1, Block A as shown on the Final Map for Genoa Lakes Planned Unit Development Phase 1B, Document No. 311009 of the Douglas County Recorder's Office, said point bears N. 28°05'57" W., 4441.15 feet from the Southwest corner of said Section 3; thence along the Westerly line of Block A and Block B of said Final Map the following 13 courses:

- 1. S. 73°01'14" E., 106.04 feet;
- 2. S. 43°51'45" E., 62.04 feet;
- 3. N. 72°05'21" E., 87.07 feet;
- 4. 12.15 feet along the arc of a curve to the left having a central angle of 15°27'58" and a radius of 45.00 feet, (chord bears S. 10°10'40" E., 12.11 feet);
- 5. S. 72°05'21" W., 79.60 feet;
- 6. S. 19°52'58" E., 115.42 feet:
- 7. S. 05°04'46" E., 427.65 feet:
- 8. S. 09°01'28" W., 105.64 feet;
- 9. S. 71°05'19" E., 110.44 feet;
- 10. S. 18°54'41" W. 246.52 feet;
- 11. S. 88°21'43" W., 111.62 feet:
- 12. S. 24°07'51" W., 231.08 feet;
- 13. S. 05°42'18" E., 102.31 feet to the Northwesterly corner of Block B as shown on the Final Map for Genoa Lakes Planned Unit Development Phase 1, Document No. 302137 of the Douglas County Recorder's Office; Thence along the Westerly line of Block B of said Genoa Lakes Planned Unit Development Phase 1 the following 3 courses:
- 1. S. 05°42'18" E., 151.53 feet;
- 2. S. 22°07'10" E., 55.09 feet;
- 3. N. 88°08'53" E., 140.05 feet to a point on the Westerly line of Genoa Aspen Drive as shown on said Final Map for Genoa Lakes Planned Unit Development Phase 1;

Thence 66.84 feet along the Westerly line of said Genoa Aspen Drive and the arc of a curve to the right having a central angle of 06°29'41" and a radius of 589.69 feet, (chord bears S. 10°15'23" W., 66.81 feet), to the Northerly line of Block C as shown on said Final Map for Genoa Lakes Planned Unit Development Phase 1; thence along the Westerly line of said Block C the following 8 courses:

- 1. S.13°30'13" W., 5.81 feet;
- 2. S. 83°30'06" W., 129.60 feet;
- 3. S. 07°39'10" W., 95.68 feet;
- 4. S. 12°59'34" W., 121.45 feet;
- 5. S. 12°59'39" W., 132.83 feet;
- 6. S, 08°01'12" W., 59.68 feet;
- 7. S. 34°42'32" E., 207.93 feet;
- 8. S. 47°07'41" E., 256.81 feet to a point on the Northerly line of said Genoa Aspen Drive;

Thence 22.67 feet along the Northerly line of said Genoa Aspen Drive and the arc of a curve to the right having a central angle of 09°24'38" and a radius of 138.00 feet. (chord bears S. 54°39'21" W., 22.64 feet); thence S. 59°21'40" W., continuing along the Northerly line of said Genoa Aspen Drive, 29.03 feet to the Southeasterly corner of Block D of said Final Map for Genoa Lakes Planned Unit Development Phase 1; thence N. 47°07'41" W., along the Easterly line of said Block D, 310.02 feet to the Northeasterly corner thereof; thence S. 42°52'19" W., along the Northerly line of said Block D, 147.50 feet to a point on the Northerly line of said Genoa Aspen Drive; thence N. 47°07'41" W., along the Northerly line of said Genoa Aspen Drive, 30.00 feet to the Southwesterly corner of Block E as shown on said Final Map for Genoa Lakes Planned Unit Development Phase 1; thence N. 42°52'19" E., along the Southerly line of said Block E, 118.05 feet to the Southeasterly corner thereof; thence along the Easterly line of Block E the following 8 courses:

- 1. N. 04°56'12" W., 34.29 feet;
- 2. N.47°07'41"W., 144.12 feet;
- 3. N. 12°39'51" E., 114.65 feet;
- 4. N. 17°39'32" W., 23.63 feet;
- 5. N. 72°30'37" W., 61.50 feet;
- 6. N. 12°54'07" E., 62.46 feet;
- 7. N. 74°01'34" W., 82.53 feet;
- 8. S. 59°57'58" W., 28.53 feet to a point on the Northerly line of Genoa Aspen Court as shown on said Final Map for Genoa Aspen Lakes Planned Unit Development Phase 1;

Thence 41.46 feet along the Northerly line of said Genoa Aspen Court and the arc of a curve to the left having a central angle of 52°47'30" and a radius of 45.00 feet, (chord bears N. 56°25'47" W., 40.01 feet), to a point on the Westerly line of Block F of said Final Map for Genoa Lakes Planned Unit Development Phase 1; thence along the Westerly, Northerly and Easterly lines of said Block F the following 5 courses:

- 1. N. 23°02'09" W., 41.32 feet;
- 2. N. 07°16'16" W., 31.55 feet;
- 3. N. 02°29'36" E., 92.04 feet,
- 4. N. 86°10'07" W., 82.18 feet;
- 5. S. 29°53'54" W., 469.89 feet to a point on the Northerly line of said Genoa Aspen Drive;

Thence along the Northerly line of said Genoa Aspen Drive the following 4 courses:

- 1. S. 77°34'39" W., 38.70 feet;
- 2. 117.79 feet along the arc of a curve to the right having a central angle of 21°33'45" and a radius of 313.00 feet, (chord bears S. 88°21'32" W., 117.10 feet);
- 3. N. 80°51'35" W., 78.09 feet:
- 4. 82.08 feet along the arc of a curve to the left having a central angle of 28°28'47" and a radius of 165.14 feet, (chord bears S. 84°54'01" W., 81.24), to the Southeasterly corner of Adjusted Parcel 1-B of Record of Survey #5 to Accompany a Lot Line Adjustment for Genoa Lakes Ventura, Document No. 337621 of the Douglas County Recorder's Office:

Thence along the Easterly line of said Adjusted Parcel 1-B the following 4 courses:

- 1. N. 27°07'07" E., 101.29 feet;
- 2. N. 16°58'52" E., 383.52 feet;
- 3. N. 43°01'30" E., 626.30 feet;
- 4. N. 16°58'45" E., 1164.38 feet to the point of beginning.

APN: 1319-03-610-003

Note: Legal Description previously contained in Document No. 676768 in Book 0606 at Page 2318 recorded on June 7, 2006.

PARCEL 2 (Parcel 6 of Map Doc. No. 302137):

A parcel of land located within the South one-half of Section 3 and the North one-half of Section 10, Township 13 North, Range 19 East, MDM, Douglas County, Nevada, being more particularly described as follows:

Beginning at the Southwesterly corner of Parcel 7 as shown on the Final Map of Genoa Lakes Planned Unit Development Phase 1, Document No. 302137 of the Douglas County Recorder's Office, said point bears S. 63°05'00" W., 2904.99 feet from the Southwest corner of said Section 3; thence N. 70°43'27" W., 748.68 to the Southeasterly corner of Tract 2 of said Final Map; thence N. 19°16'34 E., 105.14 feet; thence N. 5°16'27" E., 146.07 feet; thence N. 16°01'00" E., 69.07 feet; thence N. 06°54'00" E., 188.19 feet; thence N. 01°21'38" E., 55.16 feet; thence N. 67°39'11" W., 171.24 feet; thence S. 86°25'24 W., 88.90 feet; thence N. 74°04'38" W., 192.33 feet; thence N. 60°52'28" W., 81.42 feet; thence N. 47°11'01" W., 131.09 feet; thence N. 02°00'09" W., 100.00 feet; thence N. 22°27'36" W., 106.73 feet; thence N. 34°11'43" W., 104.62 feet; thence N. 26°10'24" W., 100.00 feet; thence S. 63°49'36" W., 100.00 feet to a point on the Easterly line of a 24' Private Road Easement as shown on said Final Map; thence N. 26°10'24" W., along said Private Road Easement, 293.67 feet; thence continuing along said Private Road Easement, 211.43 feet along the arc of a curve to the right having a central angle of 18°26'28" and a radius of 656.92 feet, (chord bears N. 16°57'10" W., 210.52 feet); thence N. 82°16'04" E., 100.00 feet; thence N. 05°22'24" E., 266.32 feet; thence N. 13°38'46" E., 100.00 feet; thence N. 19°43'30" E., 595.64 feet; thence N. 45°48'53" E., 166.13 feet; thence N. 76°46'18" E., 484.98 feet to the Northeasterly corner of said Tract 2; thence S. 77°44'57" E., 222.09 feet to a point on the Westerly line of Genoa Lakes Drive as shown on said Final Map; thence S. 22°07'52" E., along said Westerly line, 89.25 feet; thence continuing along said Westerly line 79.41 feet along the arc of a curve to the right having a central angle of 08°35'04" and a radius of a 530.00 feet, (chord bears S. 17°50'20" E., 79.33 feet); thence S. 13°32'49" E., continuing along said Westerly line, 62.21 feet to the Northeasterly corner of Tract 3 as shown on said Final Map; thence along the Westerly, Southerly, and Easterly boundaries of said Tract 3 the following 17 courses:

- 1. S. 76°46'18" W., 569.98 feet;
- 2. S. 53°42'45" W. 139.89 feet;
- 3. S. 10°07'28" W. 628.41 feet;
- 4. S. 10°40'51" E. 268.72 feet;
- 5. S. 37°46'47" E., 350.00 feet;
- 6. S. 76°30'34" E., 162.46 feet;
- 7. S. 77°51'47" E.,138.41 feet;
- 8. N. 73°42'11" E., 60.62 feet;
- 9. N. 24°26'34" E., 168.84 feet;
- 10. N. 68°41'59" E. 129.93 feet;
- 11. N. 69°02'05" E., 109.79 feet,
- 12. N. 12°10'38" E., 64.43 feet;
- 13. N. 16°59'02" W., 61.44 feet;
- 14. N. 37°25'33" W., 279.92 feet;
- 15. N. 21°56'18" W., 62.57 feet; 16. N. 14°08'56" E., 61.65 feet;
- 17. N. 33°25'18" E., 367.96 feet to the Westerly line of said Genoa Lakes Drive:

Thence 232.26 feet along said Westerly line of Genoa Lakes Drive and the arc of a curve to the left having a central angle of 26°36'52" and a radius of 500.00 feet, (chord bears S. 52°40'33" E., 230.17 feet); thence S. 65°58'59" E., continuing along said Westerly line of Genoa Lakes Drive, 519.86 feet; thence continuing along

said Westerly line of Genoa Lakes Drive 155.41 feet along the arc of a curve to the right having a central angle of 44°31'20" and a radius of 200,00 feet, (chord bears S. 43°43'19" E., 151.53 feet) to a point on the Westerly line of said Parcel 7; thence S. 18°00'00" W., along the Westerly line of said Parcel 7, 911.20 feet to the point of beginning.

APN: 1319-10-112-001

Note: Legal Description previously contained in Document No. 503230 in Book 1100 at Page 2389 recorded on November 13, 2000.

PARCEL 3 (Adjusted Parcel 7 of Map Doc. No. 338637):

A parcel of land located within Section 3 and the North one-half of Section 10, Township 13 North, Range 19 East, MDM, Douglas County, Nevada, being more particularly described as follows:
Beginning at a point on the Easterly line of Parcel 7 as shown on the Record of Survey #4 to Accompany a Lot Line Adjustment for Genoa Lakes Venture, Document No. 338627 of the Douglas County Recorder's Office, which bears S 00°06'05" E., 1136.42 feet from the Northeast corner of said Section 10, as shown on said map; thence N. 78°25'26" W., along the Easterly line of said Parcel 7, 419.06 feet; thence S. 10°22'34" W., continuing along said Easterly line of Parcel 7, 980.06 feet to the Southeasterly corner thereof; thence N. 70°43'26" W., along the Southerly line of said Parcel 7, 2124.33 feet to the Southeasterly corner of Parcel 6 as shown on the Final Map for Genoa Lakes Planned Unit Development Phase 1, Document No. 302137 of the Douglas County Recorder's Office; thence N. 18°00'00" E., along the Easterly line of said Parcel 6, 1911.20 feet to a point on the centerline of a 59' Private Road Easement as shown on said Final Map; thence 155.41 feet along said centerline and the arc of a curve to the left having a central angle of 44°31'20" and a radius of 200.00 feet, (chord bears N. 43°43'19" W, 151.53 feet), to the Southeasterly corner of Tract 4 as shown on said Record of Survey #4; thence along the Easterly line of Tract 4 the following 7 courses:

- 1. N. 18°59'16" W., 97.26 feet:
- 2. N. 54°28'53" E., 133.71 feet:
- 3. N. 24°44'35" E., 274.28 feet;
- 4. N. 62°19' 31" W., 109.47 feet;
- 5. N. 65°27'06" W., 24.00 feet;
- 6. N. 31°28'43" W., 90.17 feet:
- 7. N. 24°30'19" E., 173.97 feet to a point on the Southerly line of Phase 1 as shown on said Final Map;

Thence along the Southerly and Easterly lines of said Phase 1 the following 18 courses:

- 1. N. 83°00'13" E., 100.00 feet;
- 2. S. 56°42'14" E., 73.07 feet:
- 3. S. 36°08'15" E., 43.30 feet;
- 4. N. 49°12'22" E., 106.40 feet;
- 5. N. 33°17'46" E., 98.30 feet;
- 6. N. 29°18'54" E., 99.38 feet; 7. N. 56°42'14" W. 138.14 feet;
- 8. 99.73 along the arc of a curve to the left having a central angle of 35°16'20" and a radius of 162.00 feet, (chord bears N. 22°59'13" E., 98.16 feet);
- 9. S. 84°39'12" E., 124.16 feet;
- 10. N. 21°44'18" E., 122.38 feet;
- 11. N. 32°07'08" W., 100.76 feet;

12. N. 39°10'16" W., 209.06 feet:

13. N. 21°27'50" W., 157.40 feet;

14. N. 11°50'54" E., 78.66 feet;

15. N. 29°28'34" E., 106.66 feet;

16. N. 73°25'19" E., 62.97 feet:

17. N. 04°20'48" E., 98.10 feet;

18. N. 10°30'57" E., 143.51 feet to the Southeasterly comer of Block J as shown on the Final Map for Genoa Lakes Venture Planned Unit Development, Phase 1B, Document No. 311009 of the Douglas County Recorder's Office;

Thence along the Easterly and Northerly lines of said Block J the following 16 courses:

- 1. N. 10°30'57" E., 115.13 feet;
- 2. N. 26°05'35" W., 105.13 feet;
- 3. N. 35°14'27" W., 60.48 feet;
- 4. N. 16°18'04" W., 45.63 feet;
- 5. N. 02°48'38" W., 22.73 feet:
- 6. N. 18°33'31" E., 51.16 feet;
- 7. N. 31°57'10" E., 101.53 feet;
- 8. N. 17°59'53" E., 105.60 feet;
- 9. N. 03°48'45" E., 222.76 feet;
- 10. N. 05°56'44" W., 100.01 feet:
- 11. N. 14°11'08" W., 101.28 feet;
- 12. N.11°56'19" W., 102.04 feet:
- 13. N. 05°46'40" W., 103.28 feet;
- 14. N. 24°58'31" E., 98.05 feet:
- 15. N. 71°20'06" W., 144.39 feet;
- 16. S. 63°54'19" W., 38.54 feet to a point on the Northerly line of Genoa Aspen Drive as shown on said Final Map for Genoa Lakes Planned Unit Development Phase 1B;

Thence 62.82 feet along said Northerly line of Genoa Aspen Drive and the arc of a curve to the left having a central angle of 79°58'55" and a radius of 45.00 feet, (chord bears N. 66°05'08" W., 57.84 feet), to the Easterly line of Block A of said Genoa Lakes Planned Unit Development Phase 1B: thence N. 16°04'36" W., along the Easterly line of said Block A, 75.27 feet to the Northwest corner of said Parcel 7; thence S. 71°20'06" E., 2354.01 feet to the Carson River as shown on said Record of Survey #4; thence along the Carson River the following 5 courses:

- 1. S. 47°56'34"W., 166.81 feet;
- 2. S. 17°28'27" W., 231.99 feet;
- 3. S. 14°02'41" E., 656.11 feet:
- 4. S. 30°48'32" W., 286.59 feet;
- 5. S. 67°43'29" W., 329.62 feet;

Thence S. 22°42'33" E., 210.65 feet; thence S. 00°53'02" W., 824.67 feet; thence S. 32°00'35" W., 1355.39 feet; thence S. 27°27'35" E., 642.56 feet; thence S. 57°59'07" E., 547.62 feet to the point of beginning. Excepting therefrom the area of the Carson River located between the Average High Water Marks, which is under the ownership of the State of Nevada.

Further excepting therefrom a parcel of land described as follows:

A parcel of land located within a portion of the South one-half of the Northeast one-quarter of Section 3, Township 14 North, Range 19 East, MDM, Douglas County, Nevada, also being a portion of Parcel 7 as shown on the Final Map for Genoa Lakes Venture Planned Unit Development Phase 1B, Document No. 311009 of Douglas County Recorder's Office and being more particularly described as follows:

Beginning at the Southeast corner of Lot 50 as shown on said Final Map for Genoa Lakes Subdivision, Phase 1B which bears N. 32°06'24" W., 3059.07 feet from the Southeast corner of said Section 3; thence N. 10°30'57" E., 115.13 feet along the Easterly line of said Lot 50; thence S. 21°22'50" E., 118.93 feet; thence S. 87°49'02" W., 64.42 feet to the point of beginning.

APN: 1319-03-711-002 and 1319-03-810-001

Note: Legal Description previously contained in Document No. 503230 in Book 1100 at Page 2389 recorded on November 13, 2000.

PARCEL 4 (Adjusted Parcel 13 of Record of Survey 702844)

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

A parcel of land located within portions of Section 26 and 27, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 26, T. 14 N., R.19 E., M.D.M., a found 1985 BLM aluminum cap, the POINT OF BEGINNING;

thence along the east line of the Northeast one-quarter of said Section 26, South

00°04'53" East, 2649.58 feet to the east one-quarter corner of said Section 26, a found

1985 BLM aluminum cap;

thence along the east line of the Southeast one-quarter of said Section 26, South 00°17'12" East, 238.23 feet; thence West, 280.50 feet;

thence South 16°28'39" West, 455.86 feet;

thence South 48°32'24" West, 727.00 feet;

thence South 79°10'05" West, 171.38 feet;

thence South 65°39'14" West, 100.28 feet;

thence South 23°25'42" West, 143.74 feet;

thence North 66°34'18" West, 203.42 feet;

thence North 37°09'27" West, 169.17 feet;

thence West, 177.25 feet;

thence North 51°25'17" West, 137.89 feet;

thence South 38°34'43" West, 40.00 feet to a point on the boundary of Adjusted Parcel 13 as shown on the Record of Survey to Support a Boundary Line Adjustment for Genoa Land Investors, LLC, Genoa Developer Associates, LLC, MDA Enterprises, Inc. and Incomparable Holding Co. et al recorded June 30, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 648319;

thence along said boundary of Adjusted Parcel 13, the following courses:

South 38°34'43" West, 32.08 feet;

Along the arc of a tangent curve to the right having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet, and chord bearing and distance of South 83°34'43" West, 21.21 feet;

North 51°25'17" West, 190.93 feet:

Along the arc of a tangent curve to the left having a radius of 230.00 feet, central angle of 30°15'37", arc length of 121.47 feet, and chord bearing and distance of North 66°33'06" West, 120.07 feet;

North 81°40'54" West, 182.42 feet;

Along the arc of a tangent curve to the right having a radius of 15.00 feet, central angle of 90°00'00", arc length of 23.56 feet, and chord bearing and distance of North 36°40'54" West, 21.21 feet;

North 08°19'06" East, 5.00 feet;

Along the arc of a tangent curve to the right having a radius of 220.00 feet, central angle of 65°00'00", arc length of 249.58 feet, and chord bearing and distance of North 40°49'06" East, 236.41 feet;

North 73°19'06" East, 18.42 feet;

South 59°11'21" East, 205.22 feet;

North 75°10'35" East, 160.00 feet:

South 66°48'56 East, 122.30 feet;

Along the arc of a tangent curve to the left having a radius of 480.00 feet, central angle of 56°36'25", arc length of 474.23 feet, and chord bearing and distance of North 84°52'52" East, 455.17 feet;

North 45°22'49" East, 186.42 feet;

Along the arc of a tangent curve to the left having a radius of 480.00 feet, central angle of 10°51'52", arc length of 91.02 feet, and chord bearing and distance of North 28°45'02" East, 90.88 feet;

North 23°19'06" East, 100.00 feet;

Along the arc of a tangent curve to the right having a radius of 520.00 feet, central angle of 16°12'35", arc length of 147.11 feet, and chord bearing and distance of North 31°25'24" East, 146.63 feet;

South 54°20'40" East, 55.29 feet:

North 35°39'20" East, 75.00 feet:

North 54°20'40" West, 44.72 feet;

Along the arc of a non-tangent curve to the left having a radius of 480.00 feet, central angle of 45°28'26", arc length of 380.96 feet, and chord bearing and distance of North 26°03'19" East, 371.04 feet;

Along the arc of a reverse curve to the right having a radius of 520.00 feet, central angle of 24°40'56", arc length of 224.01 feet, and chord bearing and distance of North 15°39'34" East, 222.28 feet;

Along the arc of a reverse curve to the left having a radius of 610.00 feet, central angle of 56°02'16", arc length of 596.61 feet, and chord bearing and distance of North 00°01'06" West, 573.11 feet;

North 28°56'26" East, 245.31 feet;

North 26°54'31" East, 195.00 feet;

Along the arc of a tangent curve to the right having a radius of 250.00

feet, central angle of 45°13'25", arc length of 197.33 feet, and chord bearing and distance of North 49°31'13" East, 192.24 feet; North 72°07'56" East, 185.22 feet;

North 17°52'04" West, 759.81 feet:

South 57°07'56" West, 473.11 feet:

Along the arc of a tangent curve to the left having a radius of 400.00 feet, central angle of 32°39'55", arc length of 228.05 feet, and chord bearing and distance of South 36°22'56" West, 224.97 feet;

South 20°02'59 West, 59.39 feet;

South 23°38'38 East, 101.01 feet;

South 26°15'56" West, 190.53 feet;

Along the arc of a non-tangent curve to the left having a radius of 760.00 feet, central angle of 22°52'34", arc length of 303.44 feet, and chord bearing and distance of South 28°33'06" West, 301.43 feet;

Along the arc of a tangent curve to the right having a radius of 240.00 feet, central angle of 12°43'07", arc length of 53.28 feet, and chord bearing and distance of South 23°28'22" West, 53.17 feet; South 33°37'29" West, 60.00 feet;

Along the arc of a non-tangent curve to the left having a radius of 450.00 feet, central angle of 28°24'51", arc length of 223.16 feet, and chord bearing and distance of North 70°34'56" West, 220.88 feet;

South 32°55'35" West, 194.06 feet;

South 14°40'58" West, 107.86 feet;

South 44°30'42" West, 118.22 feet;

thence leaving said boundary of Adjusted Parcel 13, South 42°25'09" West, 76.38 feet;

thence South 03°13'19" East, 42.20 feet;

thence South 19°01'17" West, 50.13 feet;

thence South 46°39'54" West, 63.65 feet;

thence South 07°39'35" West, 112.15 feet;

thence South 34°38'02" West, 89.02 feet;

thence South 48°04'29" West, 77.05 feet;

thence South 17°18'10" West, 49.80 feet;

thence South 44°29'22" West, 31.27 feet; thence South 80°50'26" West, 43.42 feet;

thence North 68°20'30" West, 77.86 feet;

thence South 62°03'47" West, 104.73 feet;

thence South 39°06'18" West, 58.79 feet;

thence South 12°25'57" East, 65.04 feet:

thence South 02°49'53" West, 39.01 feet; thence South 07°21'14" West, 72.67 feet;

thence South 18°10'54" West, 71.77 feet;

thence South 10°56'54" West, 138.28 feet:

thence South 08°10'42" East, 73.66 feet;

thence South 17°29'55" East, 63.65 feet:

thence South 12°35'42" East, 40.89 feet;

thence South 05°08'12" East, 41.64 feet;

thence South 06°16'54" West, 44.27 feet:

thence South 18°15'51" West, 42.66 feet;

thence South 31°37'18" West, 25.17 feet;

thence South 48°27'32" West, 22.08 feet;

thence South 62°59'11" West, 88.26 feet;

thence South 30°41'27" West, 64.24 feet;

thence South 38°02'05" West, 54.31 feet;

thence South 43°38'20" West, 89.05 feet;

thence South 52°07'52" West, 96.77 feet;

thence South 65°24'33" West, 72.88 feet to a point on the boundary of said adjusted Parcel 13;

thence along said boundary of Adjusted Parcel 13, the following courses:

Along the arc of a non-tangent curve to the right having a radius of 705.00 feet, central angle of 10°31'14", arc length of 129.45 feet, and chord bearing and distance of North 66°18'03" West 129.27 feet;

North 61°02'26" West, 131.36 feet;

South 24°52'01" West, 75.19 feet;

North 65°39'24" West, 174.24 feet;

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EXHIBIT "A" CONTINUED

South 24°20'36 West, 162.52 feet;

South 65°39'24" East, 246.20 feet;

South 24°20'36 West, 75.82 feet;

South 51°56'07" West, 670.00 feet;

South 38°03'53" East, 121.52 feet;

South 51°55'58" West, 587.60 feet;

Along the arc of a tangent curve to the left having a radius of 1030.00 feet, central angle of 07°02'56" arc length of 126.72 feet, and chord bearing and distance of South 48°24'30" West, 126.64 feet;

South 44°53'02" West, 121.21 feet;

North 45°06'58" West, 135.24 feet;

South 51°15'37" West, 301.87 feet;

North 45°06'58" West, 21.93 feet;

Along the arc of a tangent curve to the left having a radius of 180.00 feet, central angle of 24°25'37", arc length of 76.74 feet, and chord bearing and distance of North 57°19'47" West, 76.16 feet;

North 69°32'35" West, 193.91 feet;

North 20°27'25" East, 520.00 feet;

North 28°31'47" East, 339.01 feet:

North 45°07'09" West, 118.68 feet;

South 44°52'51" West, 166.69 feet;

Along the arc of a non-tangent curve to the left having a radius of 61.50 feet, central angle of 163°21'59", arc length of 175.35 feet, and chord bearing and distance of South 63°59'17" West, 121.71 feet;

Along the arc of a reverse curve to the right having a radius of 15.00 feet, central angle of 38°09'07", arc length of 9.99 feet, and chord bearing and distance of South 01°22'51" West, 9.80 feet;

South 20°27'25" West, 306.01 feet;

Along the arc of a tangent curve to the right having a radius of 120.00 feet, central angle of 60°00'00", arc length of 125.66 feet, and chord bearing and distance of South 50°27'25" West, 120.00 feet;

Along the arc of a reverse curve to the left having a radius of 80.00 feet, central angle of 75°39'31", arc length of 105.64 feet, and chord bearing and distance of South 42°37'39" West, 98.13 feet;

Along the arc of a reverse curve to the right having a radius of 120.00 feet, central angle of 41°24'35", arc length of 86.73 feet, and chord bearing and distance of South 25°30'11" West, 84.85 feet;

South 46°12'29" West, 22.61 feet;

Along the arc of a tangent curve to the right having a radius of 15.00 feet, central angle of 90°00'00, arc length of 23.56 feet, and chord bearing and distance of North 88°47'31" West, 21.21 feet;

North 43°47'31" West, 129.48 feet;

South 46°12'29" West, 60.00 feet;

South 43°47'31" East, 200.46 feet;

Along the arc of a tangent curve to the left having a radius of 180.00 feet, central angle of 25°45'04", arc length of 80.90 feet, and chord bearing and distance of South 56°40'03" East, 80.22 feet;

South 69°32'35" East, 174.89 feet;

Along the arc of a tangent curve to the right having a radius of 25.00 feet, central angle of 89°03'51", arc length of 38.86 feet, and chord bearing and distance of South 25°00'40" East, 35.07 feet;

South 19°31'16" West, 135.80 feet:

South 76°39'18" West, 281.81 feet;

North 58°47'44" West, 370.94 feet:

North 43°54'17" West, 170.09 feet;

North 45°59'09" West, 257.68 feet to a point on the easterly line of Jacks Valley Road;

Along said easterly line of Jacks Valley Road, North 21°17'11" East, 3383.63 feet;

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EXHIBIT "A" CONTINUED

Continuing along said easterly line of Jacks Valley Road, along the arc of a tangent curve to the left having a radius of 2630.00 feet, central angle of 09°12'33", arc length of 422.72 feet, and chord bearing and distance of North 16°40'55" East, 422.27 feet; South 36°57'04" East, 559.28 feet; South 33°56'22" East, 896.96 feet; North 83°57'55" East, 46.80 feet; North 14°27'34" East, 175.84 feet; North 30°30'18" East, 128.95 feet; North 47°52'54" East, 112.46 feet; North 63°21'49" East, 85.24 feet; North 80°15'10" East, 87.19 feet; South 66°58'22" East, 73.31 feet; Along the arc of a non-tangent curve to the right having a radius of 250.00 feet, central angle of 66°43'24", arc length of 291.14 feet, and chord bearing and distance of South 41°29'30" East, 274.96 feet; South 08°07'48" East, 601.77 feet; South 78°07'48" East, 68.40 feet; North 31°52'12" East, 303.36 feet; thence leaving said boundary of Adjusted Parcel 13 along the arc of a tangent curve to the left having a radius of 61.50 feet, central angle of 100°28'05", arc length of 107.84 feet, and chord bearing and distance of North 18°21'51" West, 94.55 feet; North 14°54'09" East, 135.87 feet; North 48°28'01" East, 129.67 feet; South 85°33'15" East, 136.39 feet; North 77°50'28" East 158.26 feet to a point on said boundary of Adjusted Parcel 13; thence along said boundary of Adjusted Parcel 13, the following courses: North 32°22'17" East, 79.96 feet; North 45°00'16" East, 68.09 feet; North 57°21'00" East, 77.47 feet: North 62°20'56" East, 128.14 feet; East, 78.31 feet; North 41°30'06" East, 46.05 feet; North 85°29'04" East, 31,47 feet: South 45°51'46" East, 47.88 feet; North 32°55'35" East, 260.59 feet; thence leaving said boundary of Adjusted Parcel 13 and continuing North 32°55'35" East, 30.99 feet to a point on said boundary of Adjusted Parcel 13; thence along said boundary of Adjusted Parcel 13, the following courses: North 15°11'12" West, 240,72 feet: North 09°02'13" East, 221.05 feet; North 20°35'43" East, 511.70 feet: North 09°12'15" East, 37.66 feet; North 02°24'49" East, 126.19 feet;

Along the arc of a tangent curve to the left having a radius of 555.00 feet, central angle of 44°30'58", arc length of 431.21 feet, and chord bearing and distance of North 18°07'24" West, 420.44 feet to a point on the North line of said Northeast one-quarter of Section 26;

Along said North line, North 89°23'01" East, 1363.99 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following parcel of land (known as Adjusted Parcel 14)
All that real property situate in the County of Douglas, State of Nevada, described as follows:
A parcel of land located within a portion of Section 26, Township 14 North, Range 19 East,
Mount Diablo Meridian, more particularly described as follows:

Commencing at the Southwesterly corner of Adjusted Parcel 13 as shown on the Record of Survey to Support a Boundary Line Adjustment for Genoa Land Investors, LLC, Genoa Developer Associates, LLC, MDA Enterprises, Inc. and Incomparable Holding Co. et al recorded June 30, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 648319, a point on the Easterly right-of-way of Jacks Valley Road; thence along said easterly right-of-way of Jacks Valley Road, North 21°17'11" East, 2092.29 feet to a point on the Southerly line of a 50-foot non-exclusive private access easement as recorded December 31, 1996 in said office of Recorder in Book 1296, at Page 4911, as Document No. 403934:

thence along said Southerly line of private access easement, South 57°24'21" East, 385.07 feet to a point on the boundary of adjusted parcel 14 as shown on said Record of Survey Document No. 648319, the POINT OF BEGINNING;

thence along the boundary of said Adjusted Parcel 14, the following courses:

North 26°23'05" East, 1033.27 feet;

North 83°19'32" East, 94.64 feet:

South 28°22'32" East, 311.42 feet:

South 17°15'57" East, 774.92 feet;

South 37°01'19" East, 167.99 feet;

South 24°23'07" West, 315.15 feet:

South 65°36'53" East, 165.00 feet,

South 24°23'07" West, 45.00 feet:

South 65°36'53" East, 205.00 feet;

South 24°23'07" West, 305.56 feet;

North 57°20'21" West, 585.93 feet;

North 59°14'14" West, 87.21 feet;

Along the arc of a tangent curve to the right having a radius of 125.00 feet, central angle of 21°57'15", arc length of 47.90 feet, and chord bearing and distance of North 48°15'37" West, 47.60 feet;

South 68°02'52" West, 733.74 feet;

North 61°20'53" West, 110.54 feet;

North 23°52'20" East, 837.66 feet;

North 57°24'21" West, 61.94 feet to the POINT OF BEGINNING.

APN: 1419-26-301-005

Note: Legal Description previously contained in Document No. 702843 in Book 0607 at Page 3389 recorded on June 12, 2007.

PARCEL 4A

TOGETHER WITH an easement created in that certain document entitled "Golf Play Easement", recorded on June 12, 1993 as Document No. 0441879 in Book 0698 page 3055, of the Official Records of Douglas County, Nevada.

ALSO TOGETHER WITH an easement created in that certain document entitled "Grant of Public Utility Easement (#033)", recorded on February 3, 2004 as Document No. 0603673 in Book 0204 page 00808, of the Official Records of Douglas County, Nevada.

Continued...

ALSO TOGETHER WITH an easement created in that certain document entitled "Grant of Private Access Easement", recorded on February 3, 2004 as Document No. 0603677 in Book 0204 page 00882, of the Official Records of Douglas County, Nevada.

ALSO TOGETHER WITH an easement created in that certain document entitled "Grant of Relocatable Waterline Easement (#OS12) II, recorded on February 3, 2004 as Document No. 0603682 in Book 0204 page 00994, of the Official Records of Douglas County, Nevada.

PARCEL 5 (Parcel 22 of Record of Survey 403935)

A parcel of land located within portions of Section 26 and 27, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 22 on that certain Record of Survey to support a Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership filed for record in the office of the Douglas County Recorder on December 31,1996 in Book 1296 at Page 4975, as Document No. 403935, Official Records.

APN: 1419-26-201-001

Note: Legal Description previously contained in Document No. 640534 in Book 0305 at Page 14422 recorded on March 31, 2005.

PARCEL 5A

TOGETHER WITH those access rights created under document entitled "Ingress and Egress Easement Agreement", dated as of November 12, 1996 and recorded November 25, 1996, in Book 1196, Page 4238, as Document No. 401708, in the Official Records of Douglas County, Nevada.

ALSO TOGETHER WITH together with those certain non-exclusive easements for ingress and egress over Four (4) existing bridges and appurtenances over the bed and banks of the Carson River in Document recorded February 18, 1997, in Book 297, Page 2255, as Document No. 406824, Official Records of Douglas County, Nevada.

ALSO TOGETHER WITH a non-exclusive access and public utility easement, over and across those certain lands described in document recorded on June 11, 1998 in Book 0698 page 2782, as Document No. 0441787, of the Official Records of Douglas County, Nevada.

ALSO TOGETHER WITH a non-exclusive access and public utility easement, over and across those certain lands described in document recorded on June 11, 1998 in Book 0698 page 2790, as Document No. 0441788, and in Book 0698 page 3072 as Document No. 0441880, of the Official Records of Douglas County, Nevada.

ALSO TOGETHER WITH an easement created in that certain document entitled "Golf Play Easement", recorded on June 12, 1998 as Document No 0441879 in Book 0698 page 3055, of the Official Records of Douglas County, Nevada

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EXHIBIT "A" CONTINUED

ALSO TOGETHER WITH access, irrigation, and utility easement, over and across those certain lands described in documents recorded on February 3, 2004, in Book 0204 page 0954, as Document No. 0603680, and in Book 0204, page 1130, as Document No. 0603689, of the Official Records of Douglas County, Nevada.

ALSO TOGETHER WITH an easement created in that certain document entitled "Grant of Private Irrigation Easement (# OS16)", recorded on February 3, 2004 as Document No. 0603686 in Book 0204 page 01069, of the Official Records of Douglas County, Nevada.

ALSO TOGETHER WITH easements as set forth in Document recorded on August 6, 2004 in Book 0804 page 2248 as Document no. 0620761, in the Official Records of Douglas County, Nevada.

