

APN# : 1419-26-801-003

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 034516-KLM

When Recorded Mail To:
MDG Nevada Inc.
59 DaMonte Ranch Parkway
#B353
Reno, Nevada
89521



Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

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

Signature

Kathy Malfa

Kathy Malfa

Escrow Officer

**Grant of Easements for Permanent and Temporary Encroachment
and Shared Use Agreement**

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)



APN 1419-26-801-003

Recorded at the request of, &
after recording please return to:

MDG Nevada, Inc.
59 DaMonte Ranch Parkway # B353
Reno, Nevada 89521
Attention: Sherry Wagner

34516-KLM

Above Space Reserved for Recording Information

**GRANT OF EASEMENTS
FOR PERMANENT AND TEMPORARY ENCROACHMENTS
AND SHARED USE AGREEMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, Genoa Land Investors, LLC, a Nevada limited liability company ("**Grantor**") hereby grants to MDA ENTERPRISES, INC., a Nevada corporation ("**MDA**"), which grant shall be effective as of October __, 2010, the permanent encroachment easement ("**Permanent Easement**") and the temporary encroachment easement ("**Temporary Easement**") described below. The Permanent Easement and the Temporary Easement are sometimes collectively called the "**Easements**" herein.

The Permanent Easement and the Temporary Easement are both delineated on the plat (the "**Plat**") which is attached hereto as **Exhibit A**. A legal description of the area (the "**Permanent Easement Area**") subject to the Permanent Easement is attached as **Exhibit B** hereto. A legal description of the area (the "**Temporary Easement Area**") subject to the Temporary Easement is attached as **Exhibit C** hereto. The Permanent Easement Area and the Temporary Easement Area are sometimes called the "**Easement Areas**" herein.

The property of Grantor subject to the Easements is commonly known as Parcel 10 ("**Parcel 10**"). The property of MDA to which the Easements are appurtenant is commonly known as Parcel 13 ("**Parcel 13**"). Parcels 10 and 13 are adjacent. Parcel 13 is described on **Exhibit D** hereto. MDA operates portions of a golf course (the "**Golf Course**") on Parcel 10. The encroachments which the Easements authorize consist of portions of a golf cart path and a bridge (the "**Bridge**") which the golf cart path crosses. The location of the Bridge and the portions of the golf cart path located in the Permanent Easement Area and the Temporary Easement Area are depicted on the Plat. The portions



of the golf cart path located in the Easement Areas are hereinafter collectively called the **“Path”**.

Grantor hereby grants the Permanent Easement and the Temporary Easement to MDA for the purpose of using, maintaining, repairing and replacing, for the sake of Golf Course operations, the Bridge and the portions of the Path located in the Easement Areas.

The Temporary Easement shall automatically expire and be of no further force and effect, without any further documentation or acknowledgement by the parties or recordation of any instrument, upon the earlier of the (1) July 22, 2011 and (2) the date upon which MDA completes the installation of a new cart path located entirely upon Parcel 13 and the Permanent Easement Area to replace the portion of the Path presently situated in the Temporary Easement Area. Upon completion of said replacement golf cart path or the expiration of the Temporary Easement by the passage of time, whichever shall first occur, MDA shall abandon the portion of the Path in the Temporary Easement Area in its then condition and shall be deemed to have surrendered to Grantor any and all right, title and interest of MDA in and to the portion of the Path in the Temporary Easement Area.

A certification stating that the Temporary Easement has expired as provided above, executed by Grantor or MDA and acknowledged by a notary public licensed in Douglas County, and then recorded in the Official Records of Douglas County, shall, as between the parties, conclusively evidence that the Temporary Easement, has expired and is of no further force and effect.

Grantor and MDA further hereby covenant and agree as follows:

1. Shared Use of Path and Bridge. Grantor shall have the right, at any time and from time to time, to use the Bridge and the Path for access to other portions of Parcel 10.
2. Improvement of the Bridge. So long as the Permanent Easement is in effect, Grantor shall have the right to improve the Bridge (for example, by widening and/or strengthening the Bridge for use by large or heavy vehicles or for more frequent traffic) so long as the improved Bridge remains able to serve the interests of both MDA as golf course operator and Grantor as the owner of Parcel 10. Grantor agrees that the owner of Parcel 10 at the time any such improvement to the Bridge is made shall pay all costs entailed in designing, planning, permitting and constructing the improvements.
3. Maintenance of Bridge and Path. MDA, at MDA’s exclusive cost, shall maintain the Bridge and the Path in good repair and safe operating condition so long as the Permanent Easement is in effect; provided, if Grantor shall make any improvements to the Bridge pursuant to Section 2 above, then at all times after completion of the particular work, (a) MDA shall continue to maintain the bridge as improved and (b) MDA and Grantor shall thenceforth each pay one-half of the costs of maintaining the bridge. So long as the Permanent Easement is in effect, MDA shall pay post-improvement maintenance costs in the first instance and Grantor shall then reimburse



MDA for Grantor's one-half of such costs within thirty (30) days following written demand for reimbursement.

4. Damage to Bridge and Path. If damage to the Bridge or to the Path occurs, or to the property of the other party, the party responsible for such damage (and "party" for this purpose shall include a party's guests, invitees, agents, employees and contractors) shall promptly, at such party's exclusive cost, repair the damage and restore the damaged property to its condition prior to the damage or to a better condition.

5. Notices. MDA shall give Grantor reasonable notice in advance of conducting any substantial maintenance or other work within the Easement Areas.

6. Permits. Each party, at such party's exclusive cost, shall obtain all necessary governmental permits necessary for the lawful commencement and performance of any work of improvement which such party may perform in the Easement Areas.

7. Conduct of Work. Each party shall conduct any work in the Easement Areas so as not to interfere unreasonably with the use and enjoyment by the other party of its permitted use of the Easement Areas.

8. No Liens. Neither party hereto shall allow any liens to be placed upon any lands of the other arising out of the performance of any work of improvement or work to repair damage pursuant to this instrument or any work which MDA may undertake or cause which affects the lands of Grantor, and the party which initiated the lien-producing work shall immediately, at its exclusive cost, cause any lien which is recorded in connection with any such work to be removed.

9. Indemnification. Each party shall indemnify, defend and hold the other harmless from and against (A) any personal injury, death, and/or property damage resulting from any work which such party causes to be performed in the Easement Areas, (B) the acts or omissions of the work-initiating party and its contractors, consultants, agents, employees and/or subcontractors in connection with any such work, and (C) any and all costs, legal fees and court costs, damages, liabilities and claims which the other party may suffer or incur by reason of the performance of such work.

10. Compliance with Laws. Each party hereto shall comply, and shall cause its employees, agents, contractors and subcontractors to comply with all applicable federal, state and local laws, ordinances, rules, orders, or regulations in conducting any work of improvement pursuant to this Agreement.

11. Amendment. This Agreement may be amended only by the written agreement of Grantor and MDA.

12. Choice of Law. This Agreement shall be interpreted under the laws of the State of Nevada.



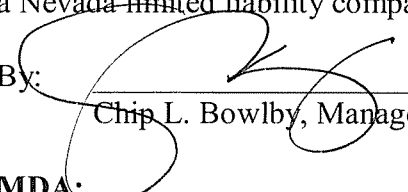
12. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of Grantor and MDA.

IN WITNESS WHEREOF, the parties have entered into the agreements set forth in this instrument and executed and delivered this instrument as of the date entered below.

Dated: October 29, 2010

Grantor:

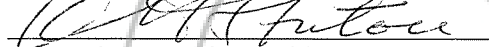
GENOA LAND INVESTORS, LLC
a Nevada limited liability company

By: 
Chip L. Bowlby, Manager

MDA:

The undersigned hereby accepts and agrees to the agreements on the part of the undersigned which are set forth in the foregoing instrument.

MDA ENTERPRISES, INC, a Nevada corporation,

By: 
Mario Antoci, President



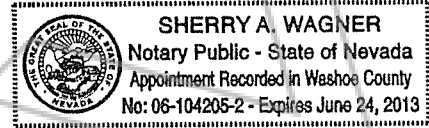
STATE OF NEVADA }

WASHOE
COUNTY OF DOUGLAS }

This instrument was acknowledged before me on NOVEMBER 2, 2010

By Chip L. Bowlby

Signature: Sherry A. Wagner
Notary Public



STATE OF NEVADA }

COUNTY OF DOUGLAS }

This instrument was acknowledged before me on 2nd November 2010

By Mario Antoci

Signature: Victoria A. McClure
Notary Public

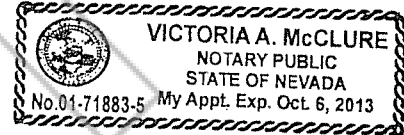
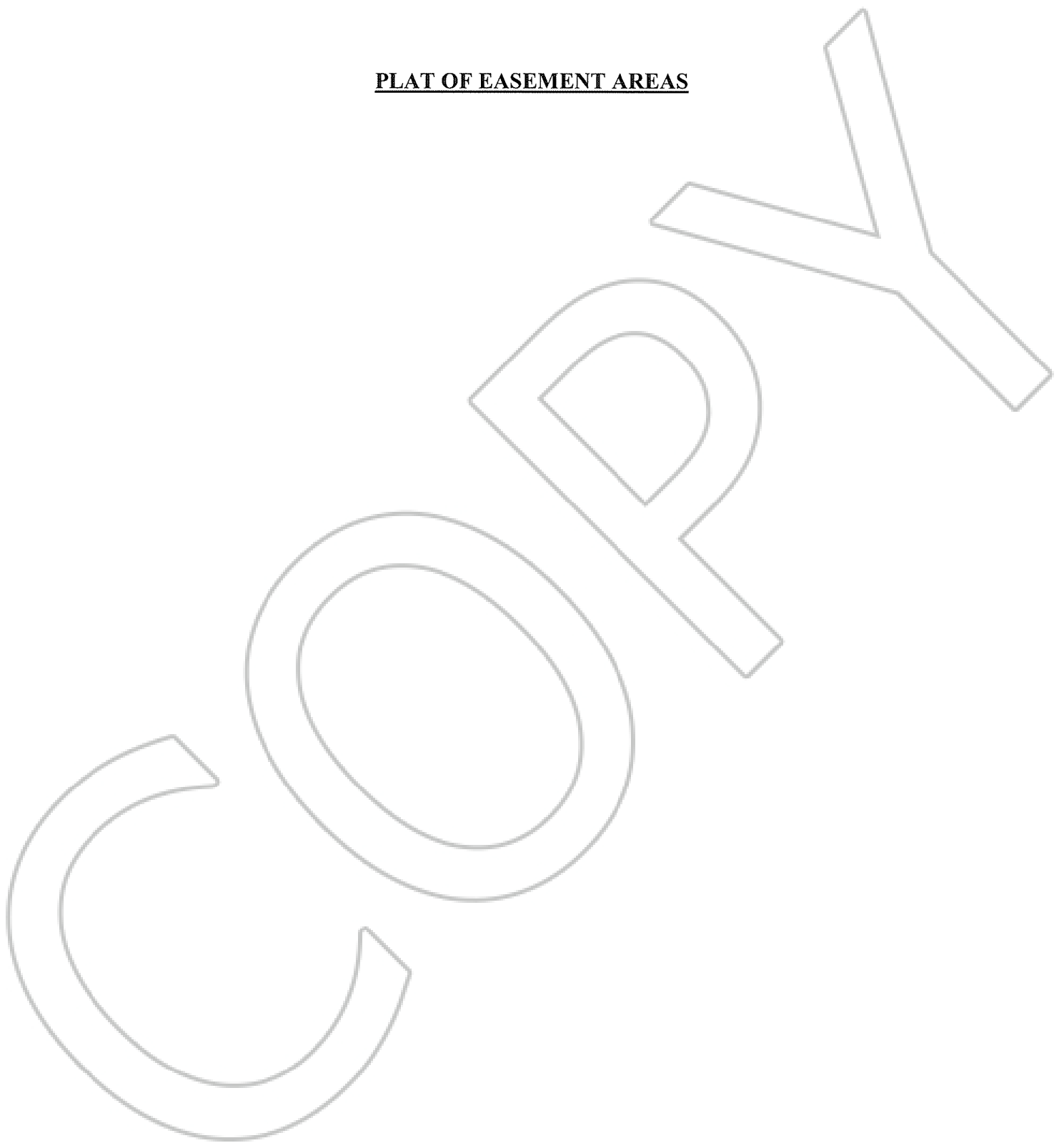
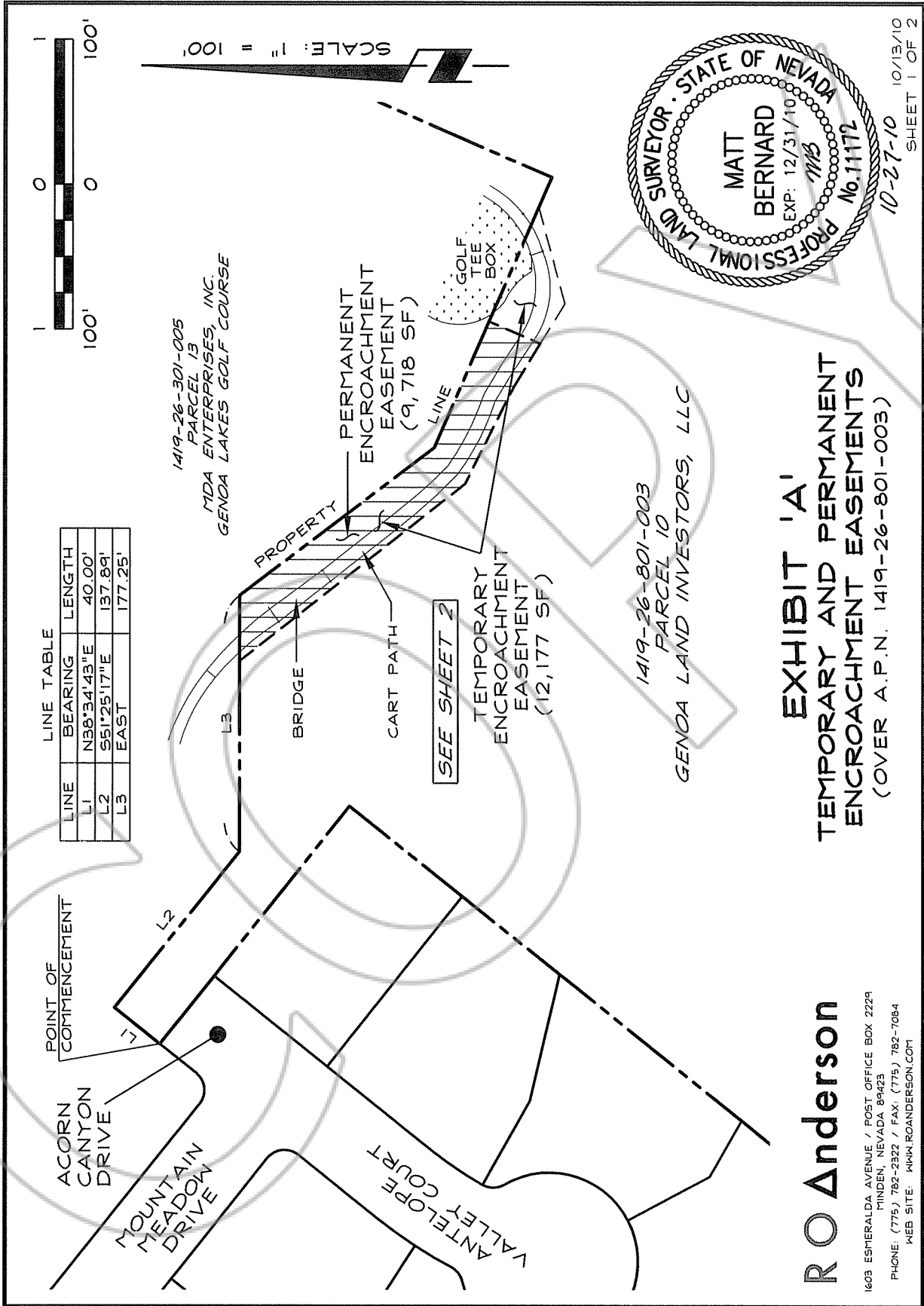




EXHIBIT A

PLAT OF EASEMENT AREAS





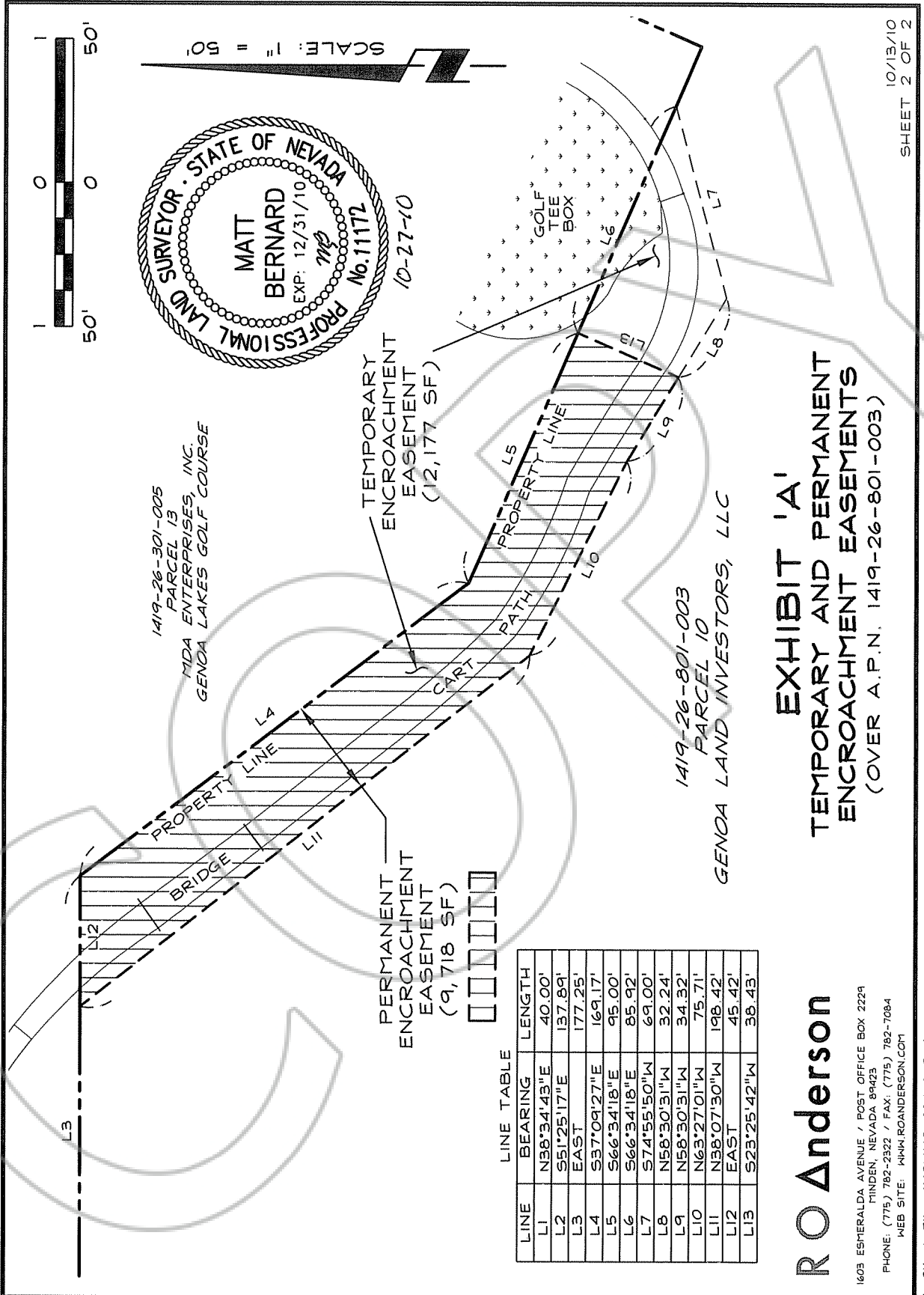
LINE TABLE

LINE	BEARING	LENGTH
L1	N86°34'43"E	40.00'
L2	S51°25'17"E	137.89'
L3	EAST	177.25'

EXHIBIT 'A'
TEMPORARY AND PERMANENT ENCROACHMENT EASEMENTS
(OVER A.P.N. 1419-26-801-003)

RO Anderson

1603 ESTHERALDA AVENUE / POST OFFICE BOX 2229
SPRINGFIELD, NEVADA 89423
PHONE: (775) 782-2322 / FAX: (775) 782-7084
WEB SITE: MINKROANDERSON.COM



10/13/10
SHEET 2 OF 2

EXHIBIT 'A'
TEMPORARY AND PERMANENT
ENCROACHMENT EASEMENTS
 (OVER A.P.N. 1419-26-801-003)

LINE TABLE

LINE	BEARING	LENGTH
L1	N38°34'43"E	40.00'
L2	S51°25'17"E	137.89'
L3	EAST	177.25'
L4	S37°09'27"E	169.17'
L5	S66°34'18"E	95.00'
L6	S66°34'18"E	85.92'
L7	S74°55'50"W	69.00'
L8	N58°30'31"W	32.24'
L9	N58°30'31"W	34.32'
L10	N63°27'01"W	75.71'
L11	N38°07'30"W	198.42'
L12	EAST	45.42'
L13	S23°25'42"W	38.43'

RO Anderson

1603 ESHERALDA AVENUE / POST OFFICE BOX 2224
 PRINDEN, NEVADA 89423
 PHONE: (775) 782-2322 / FAX: (775) 782-7084
 WEB SITE: WWW.ROANDERSON.COM



EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA





EXHIBIT 'B'

1163-024

10/13/10

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**DESCRIPTION
PERMANENT ENCROACHMENT EASEMENT
(Over A.P.N. 1419-26-801-003)**

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

A parcel of land for permanent golf encroachment easement purposes located within a portion of the Southeast one-quarter (SE¼) of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at an angle point in the westerly boundary of Adjusted Parcel 10 as shown on the Record of Survey to Support a Boundary Line Adjustment for Genoa Land Investors, LLC, MDA Enterprises, Inc. and Four Creeks Visalia, L.P. recorded June 12, 2007 in the office of Recorder, Douglas County, Nevada in Book 607, at Page 3401, as Document No. 702844, said point being coincident with the northwesterly terminus of Acorn Canyon Drive as shown on the Final Subdivision Map for Canyon Creek Meadows, Phase 1, recorded February 11, 2004 in said office of Recorder in Book 204, at Page 4470, as Document No. 604356;

thence along the boundary of said Adjusted Parcel 10, the following courses:

North 38°34'43" East, 40.00 feet;
South 51°25'17" East, 137.89 feet;
EAST, 177.25 feet to an angle point in said boundary of Adjusted Parcel 10, the POINT OF BEGINNING;
South 37°09'27" East, 169.17 feet;
South 66°34'18" East, 95.00 feet;

thence South 23°25'42" West, 38.43 feet;
thence North 58°30'31" West, 34.32 feet;
thence North 63°27'01" West, 75.71 feet;
thence North 38°07'30" West, 198.42 feet to a point in said boundary of Adjusted Parcel 10;
thence along said boundary, EAST, 45.42 feet to the POINT OF BEGINNING, containing 9,718 square feet, more or less.

The Basis of Bearing of this description is the Record of Survey to Support a Boundary Line Adjustment for Genoa Land Investors, LLC, MDA Enterprises, Inc. and Four Creeks Visalia, L.P. recorded June 12, 2007 in the office of Recorder, Douglas County, Nevada in Book 607, at Page 3401, as Document No. 702844.



EXHIBIT 'B'

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10/13/10
Page 2 of 2

Prepared by: R.O. Anderson Engineering, Inc.
P.O. Box 2229
Minden, Nevada 89423

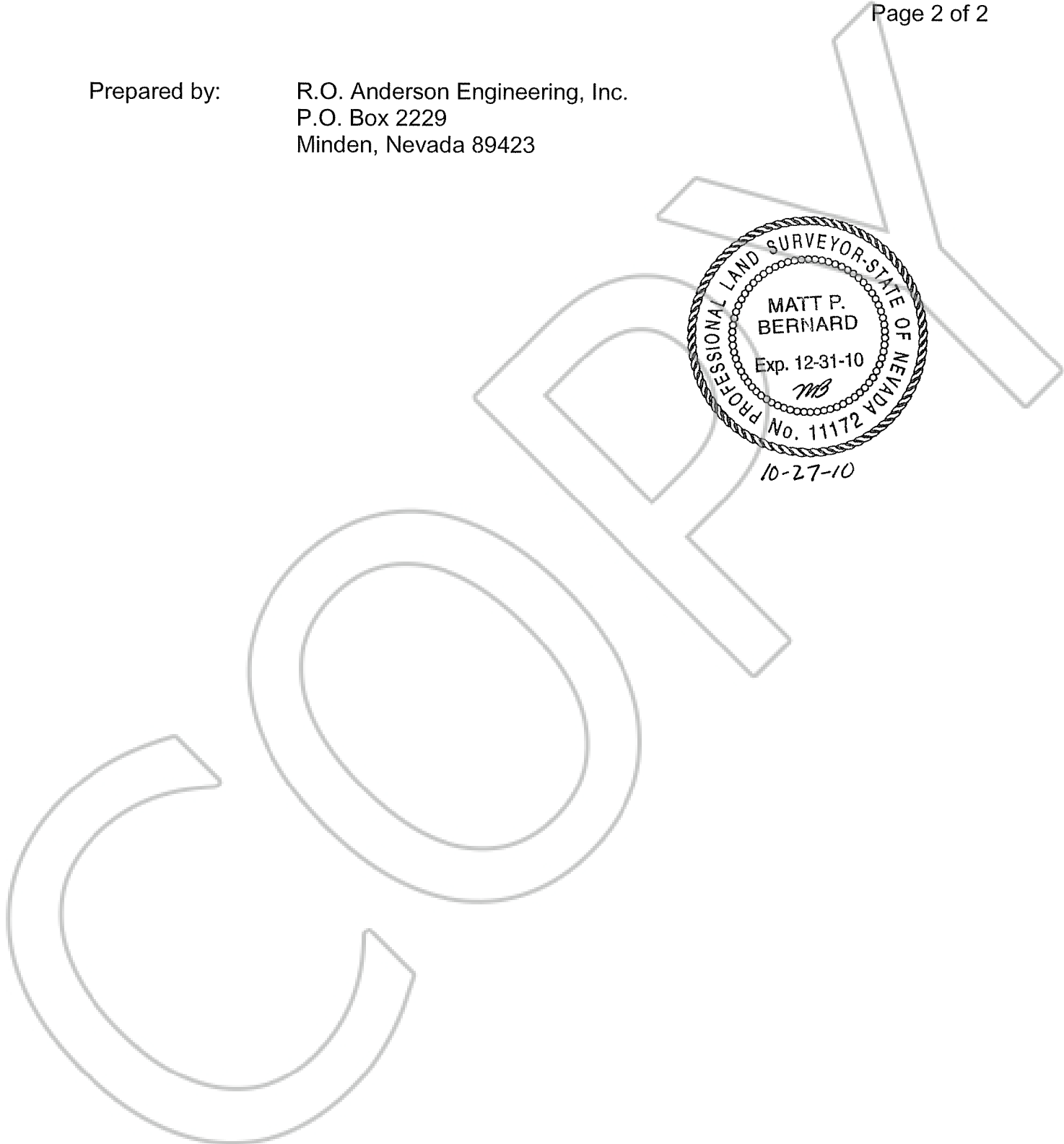




EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

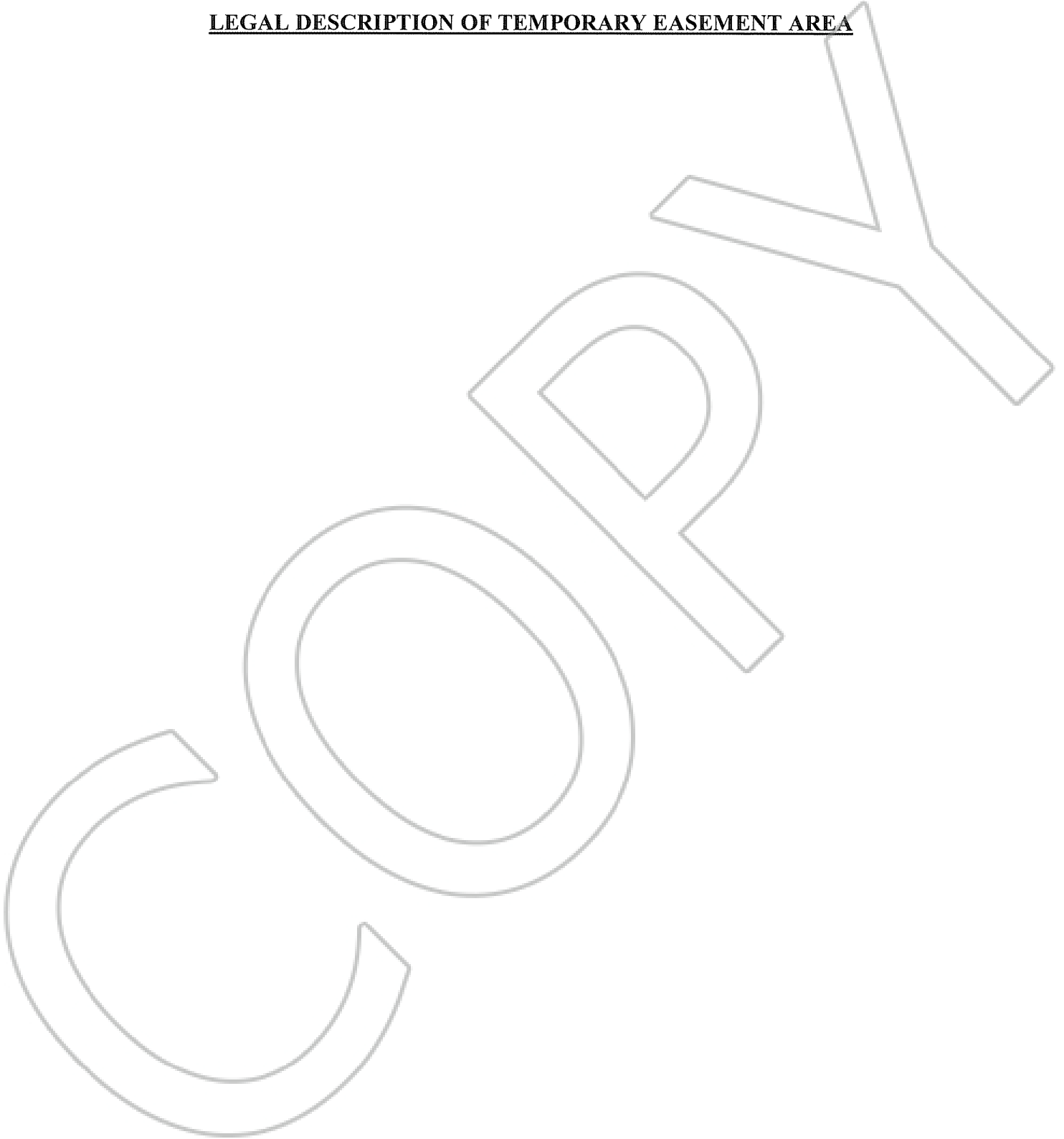




EXHIBIT 'C'

1163-024

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**DESCRIPTION
TEMPORARY ENCROACHMENT EASEMENT
(Over A.P.N. 1419-26-801-003)**

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

A parcel of land for temporary golf encroachment easement purposes located within a portion of the Southeast one-quarter (SE¼) of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at an angle point in the westerly boundary of Adjusted Parcel 10 as shown on the Record of Survey to Support a Boundary Line Adjustment for Genoa Land Investors, LLC, MDA Enterprises, Inc. and Four Creeks Visalia, L.P. recorded June 12, 2007 in the office of Recorder, Douglas County, Nevada in Book 607, at Page 3401, as Document No. 702844, said point being coincident with the northwesterly terminus of Acorn Canyon Drive as shown on the Final Subdivision Map for Canyon Creek Meadows, Phase 1, recorded February 11, 2004 in said office of Recorder in Book 204, at Page 4470, as Document No. 604356;

thence along the boundary of said Adjusted Parcel 10, the following courses:

North 38°34'43" East, 40.00 feet;
South 51°25'17" East, 137.89 feet;
EAST, 177.25 feet to an angle point in said boundary of Adjusted Parcel 10, the POINT OF BEGINNING;
South 37°09'27" East, 169.17 feet;
South 66°34'18" East, 180.92 feet;

thence South 74°55'50" West, 69.00 feet;
thence North 58°30'31" West, 66.56 feet;
thence North 63°27'01" West, 75.71 feet;
thence North 38°07'30" West, 198.42 feet to a point in said boundary of Adjusted Parcel 10;

thence along said boundary, EAST, 45.42 feet to the POINT OF BEGINNING, containing 12,177 square feet, more or less.

The Basis of Bearing of this description is the Record of Survey to Support a Boundary Line Adjustment for Genoa Land Investors, LLC, MDA Enterprises, Inc. and Four Creeks Visalia, L.P. recorded June 12, 2007 in the office of Recorder, Douglas County, Nevada in Book 607, at Page 3401, as Document No. 702844.



EXHIBIT 'C'

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10/13/10
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Prepared by: R.O. Anderson Engineering, Inc.
P.O. Box 2229
Minden, Nevada 89423

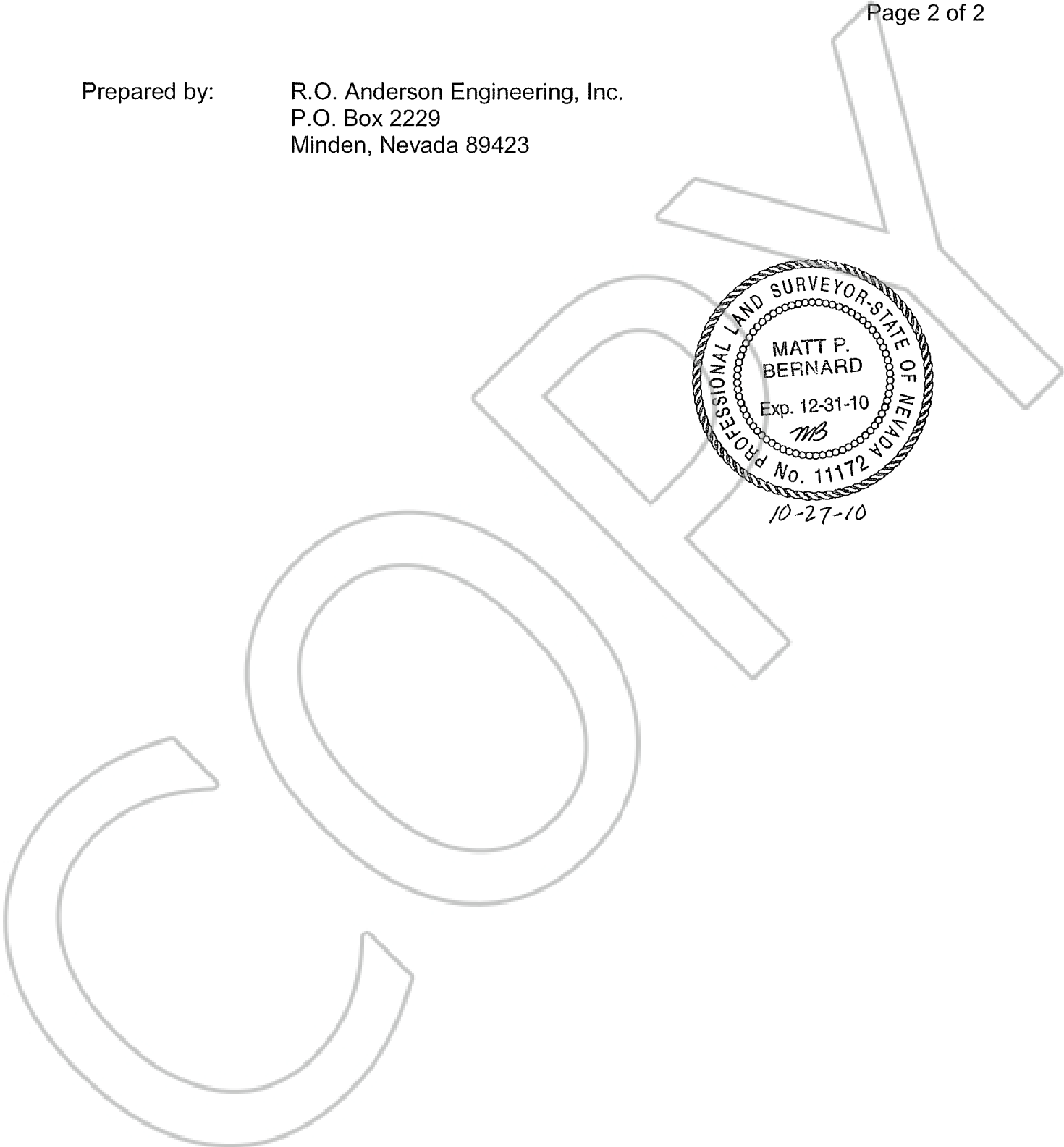
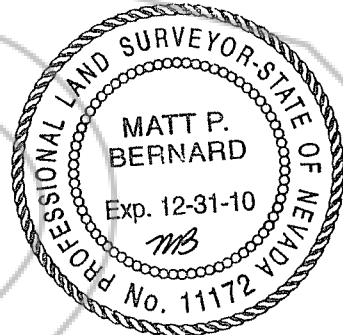
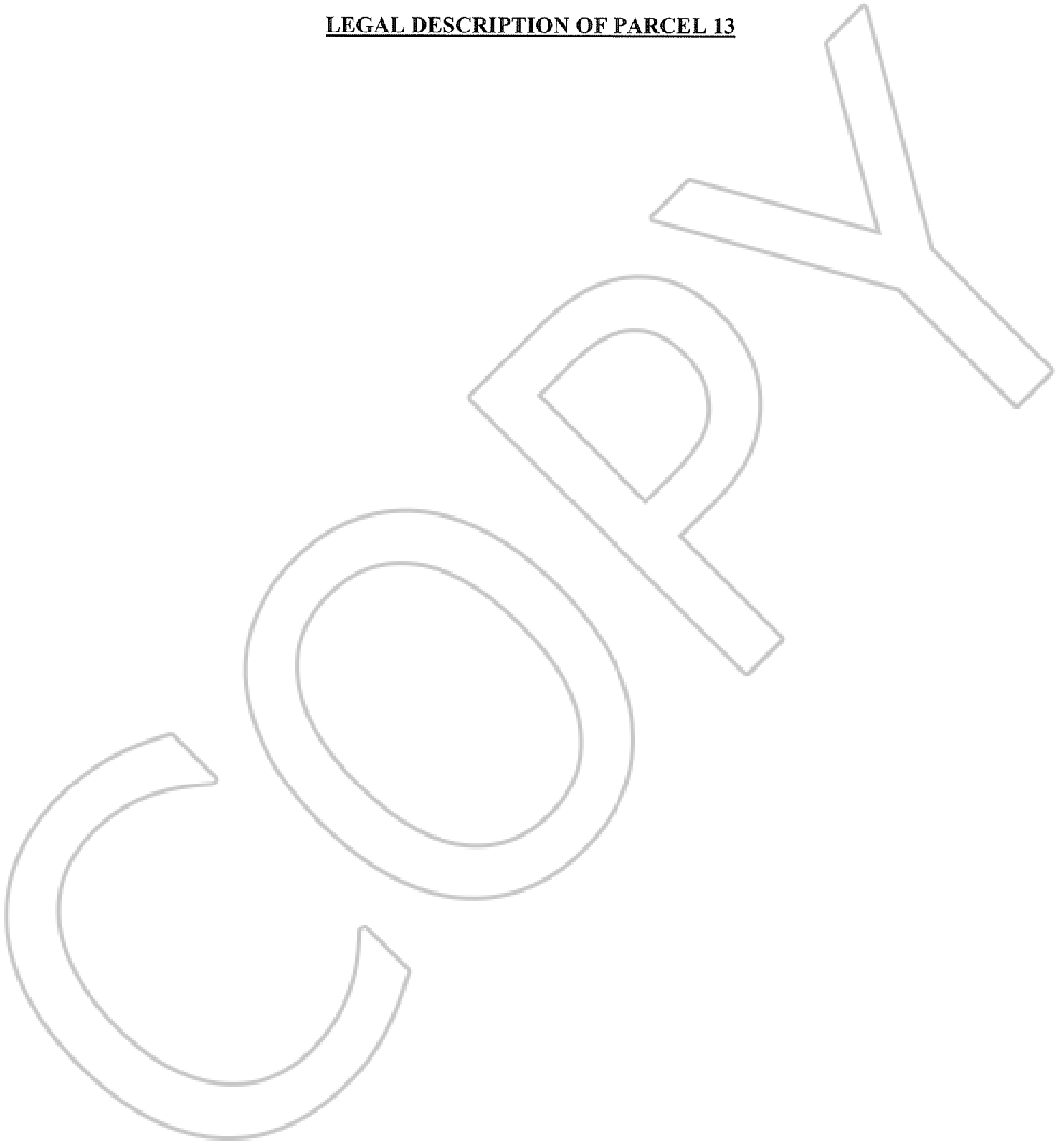




EXHIBIT D

LEGAL DESCRIPTION OF PARCEL 13





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Adj Parcel 13

**DESCRIPTION
ADJUSTED PARCEL 13
(Adjusted APN 1419-26-001-015)**

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.14N., R.19E., 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,



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Adj Parcel 13

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



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Adj Parcel 13

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;



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Adj Parcel 13

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;
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



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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, 174.99 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



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Valley Road;

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

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;



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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, (containing 243.71 acres, more or less).

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:



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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, (containing 30.48, acres, more or less).

ADJUSTED PARCEL 13 CONTAINING 213.23 acres, more or less.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter of Section 26, T.14N., R.19E., M.D.M. 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.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
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