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**OFFICIAL RECORD**  
Requested By:  
SIERRA NEVADA SW ENTERPRISES

APN 1220-03-000-039

**AFTER RECORDATION RETURN TO:**

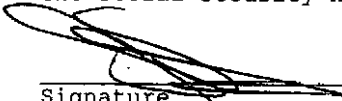
✓ Sierra Nevada SW Enterprises, Ltd.  
P.O. Box 1700  
Dayton, NV 89403

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 11 Fee: 24.00  
BK-0112 PG- 4545 RPTT: 0.00



SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

  
\_\_\_\_\_  
Signature Title  
James S. Braashaw  
\_\_\_\_\_  
Print Name

**DEED OF TRUST**

THIS DEED OF TRUST, made this 26<sup>th</sup> day of January, 2012 between **SIERRA NEVADA SW ENTERPRISES, LLC**, a Nevada limited liability company, whose address is P.O. Box 1700, Dayton, NV 89403, herein "Trustor", **WESTERN TITLE COMPANY, INC.**, of 301 W. Washington Street, Carson City, NV 89701, herein "Trustee", and **EVAN SCOTT BEDFORD BRUCE**, as Trustee of the **ESBB-2004 TRUST**, herein "Beneficiary."

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the State of Nevada, County of Douglas, more particularly described as follows:

**SEE EXHIBIT A ATTACHED HERETO.**  
**APN: 1220-03-000-039**

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits

thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing: (1) payment of the sum of THREE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$3,450,000.00), with interest thereon according to the terms of that certain Promissory Note, of even date herewith, executed by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security interest of this Deed of Trust, Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. The Trustor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release.

4. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereto, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, Trustor will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by it in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.

10. (a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a Written Declaration of Default and Demand for Sale, and of written notice of default and election to cause said property to be sold

(which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

(b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the object of these Trustees, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands or notices as conditions precedent to sale of such personalty.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including costs of evidence of title and

Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of eighteen percent (18%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustee, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. 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.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the Note secured hereby.

16. In the event that Trustor, or any successor-in-interest to Trustor shall sell, transfer, or convey, or contract to sell, transfer, or convey the above-described real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the entire amount of the promissory note

for which this Deed of Trust serves as security shall forthwith become due and payable, although the time for such payment shall not have arrived.

17. Where not inconsistent with the above the following covenants, No. 1; 2; 3; 4 (18%); 5; 6; 7; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The parties agree that with respect to this Section, as set forth in NRS 107.030, the amount of fire insurance required by covenant 2 shall be in an amount equal to the fair market value of the premises with loss payable to Beneficiary secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

The undersigned Trustors request that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

**TRUSTOR**

**SIERRA NEVADA SW ENTERPRISES, LTD.,** a Nevada limited liability company

By: **Corporate Management Services, Inc.,** a Nevada Corporation

Its: **Manager**

By:   
\_\_\_\_\_ **JAMES S. BRADSHAW**

Its: **President**

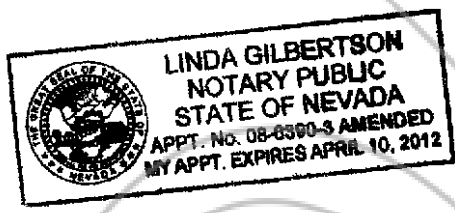


STATE OF NEVADA )  
 : ss.  
CARSON CITY )

On this 26<sup>th</sup> day of January, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared **JAMES S. BRADSHAW**, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Linda Gilbertson  
NOTARY PUBLIC





**DESCRIPTION  
ADJUSTED PARCEL 1  
(A.P.N. 1220-03-000-038)**

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 Sections 3, 10 & 11, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

**BEGINNING** at the northwesterly terminus of Mathias Parkway as shown on the Final Subdivision Map for Jewel Commercial Park – Phase 2 filed for record July 24, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 417846, said point also being the northeasterly corner of Lot 4 per said Document No. 417846;

thence North 44°45'21" West, 70.57 feet;  
thence along the arc of a curve to the left, having a radius of 947.50 feet, central angle of 18°51'14" and arc length of 311.79 feet;  
thence North 63°36'35" West, 199.58 feet;  
thence along the arc of a curve to the left, having a radius of 20.00 feet, central angle of 90°00'00" and arc length of 31.42 feet;  
thence South 26°23'25" West, 27.43 feet;  
thence along the arc of curve to the right, having a radius of 330.00 feet, central angle of 18°51'39" and arc length of 108.63 feet;  
thence South 45°15'04" West, 694.81 feet;  
thence along the arc of a curve to the left, having a radius of 210.00 feet, central angle of 16°13'22" and arc length of 59.46 feet;  
thence South 29°01'42" West, 60.35 feet;  
thence along the arc of a curve to the right, having a radius of 290.00 feet, central angle of 16°12'57" and arc length of 82.08 feet;  
thence South 45°14'39" West, 22.44 feet;  
thence North 04°29'54" East, 136.65 feet;  
thence North 31°46'03" West, 6.26 feet;  
thence North 29°01'42" East, 35.51 feet;  
thence along the arc of a curve to the right, having a radius of 290.00 feet, central angle of 16°13'22" and arc length of 82.11 feet;  
thence North 45°15'04" East, 295.22 feet;  
thence North 44°45'21" West, 88.62 feet;  
thence North 17°48'57" West, 250.63 feet;  
thence North 89°09'56" West, 261.10 feet;  
thence along the arc of a curve to the left, having a radius of 25.00 feet, central angle of 75°57'34" and arc length of 33.14 feet to a point on Service Drive as shown on

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the Final Map for Jewel Commercial Park – Phase 1 filed for record September 24, 1992 in said office of Recorder as Document No. 289083;

thence along said Service Drive, North 14°52'30" East, 57.66 feet to a point on the boundary of Adjusted Parcel 1 as shown on the Record of Survey to Support a Boundary Line Adjustment for the Curtis Family Trust, Gardnerville Town Water Co., Inc. & Sierra Nevada SW Enterprises filed for record December 23, 2008 in said office of Recorder as Document No. 734920;

thence along said boundary of Adjusted Parcel 1 the following courses:

South 89°09'56" East, 274.70 feet;  
North 17°48'57" West, 3310.11 feet;  
South 89°19'57" East, 1265.26 feet;  
South 11°56'32" East, 78.01 feet to the northwesterly corner of Adjusted

A.P.N. 1220-03-000-024 as shown on the Record of Survey to Support a Boundary Line Adjustment for Terry M. & Linda Jacobsen filed for record March 6, 2003 in said office of Recorder as Document No. 569146;

thence along the northerly line of said Adjusted A.P.N. 1220-03-000-024, North 77°33'39" East, 919.09 feet to a point on said boundary of Adjusted Parcel 1;

thence North 12°21'42" West, 1980.98 feet to a point on the south right-of-way line of Toler Lane;

thence along said south right-of-way line of Toler Lane, South 89°20'34" East, 95.81 feet to a point on the easterly boundary of A.P.N. 25-160-45 as shown on the Record of Survey for Dangberg Holdings Nevada, LLC filed for record August 21, 1996 in said office of Recorder as Document No. 394706;

thence continuing along said easterly boundary of A.P.N. 25-160-45, South 12°03'48" East, 4946.44 feet;

thence South 88°47'09" West, 68.89 feet;

thence South 12°21'42" East, 721.05 feet;

thence South 21°13'25" West, 555.22 feet;

thence South 44°45'21" East, 642.39 feet;

thence North 29°35'16" East, 657.74 feet to a point on said easterly boundary of A.P.N. 25-160-45;

thence continuing along said easterly boundary of A.P.N. 25-160-45 the following courses:

South 39°00'13" East, 129.77 feet;

South 58°40'56" East, 373.58 feet;

South 28°14'12" East, 296.15 feet;

South 89°15'34" East, 1153.05 feet;

South 00°15'59" West, 68.69 feet to a point on the northerly boundary of

Adjusted Parcel 3 as shown on the Record of Survey to Support a Boundary Line Adjustment for Peri Enterprises, LLC filed for record October 19, 2005 in said office of Recorder as Document No. 658211;

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thence along said northerly boundary of Adjusted Parcel 3, the following courses:

- North 89°10'02" West, 1105.69 feet;
- North 89°20'25" West, 59.37 feet;
- North 31°08'01" West, 250.16 feet;
- North 52°09'40" West, 402.85 feet;
- North 52°40'39" West, 86.89 feet;
- South 29°02'43" West, 697.97 feet;

thence North 44°45'21" West, 73.55 feet to the southwesterly terminus of said Mathias Parkway;

thence along the southerly terminus of said Mathias Parkway, North 29°35'16" East, 62.31 feet to the southeasterly terminus of said Mathias Parkway;

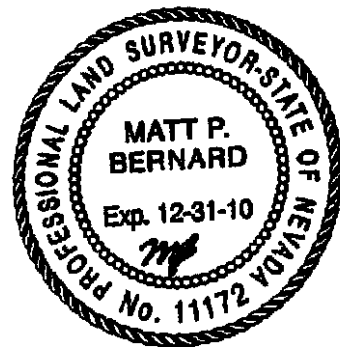
thence along Mathias Parkway, North 44°45'21" West, 1540.37 feet to the northeasterly terminus of said Mathias Parkway;

thence along the northerly terminus of said Mathias Parkway, South 45°44'39" West, 60.00 feet to the POINT OF BEGINNING, containing 178.77 acres, more or less.

The Basis of Bearing of this description is South 44°45'21" East, the east right-of-way of U.S. Highway 395 as shown on the Record of Survey to Support a Boundary Line Adjustment for Barton Healthcare System, Park Cattle Company & Sierra Nevada SW Enterprises filed for record August 31, 2006 in said office of Recorder as Document No. 683421.

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

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423



8-6-09