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OFFICIAL RECORD

Requested By:
GARY WARD

A.P.N. 1320-33-401-008

ESCROW NO. _____

RECORDING REQUESTED BY:

USDA FARM SERVICE AGENCY

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 10 Fee: 23.00
BK-0812 PG- 5925 RPTT: 0.00

WHEN RECORDED MAIL TO:

FARM SERVICE AGENCY
111 SHECKLER ROAD
FALLON, NV 89406



FSA-2029 NV

Form Approved - OMB No. 0560-0237
(04-07-09)

Position 5

UNITED STATES DEPARTMENT OF AGRICULTURE

Farm Service Agency

REAL ESTATE DEED OF TRUST FOR NEVADA WITH ASSIGNMENT OF RENTS

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Initial GW Date 7/26/2012

FSA-2029 NV (04-07-09)

Page 2 of 8

THIS DEED OF TRUST ("instrument") is made on JULY 26, 20 12. The trustor(s) is/are GARY WILLIAM WARD, a single man ("Borrower") whose mailing address is PO BOX 1404, GARDNERVILLE, NV 89410. The trustee USDA, FARM SERVICE AGENCY, ("Trustee") whose mailing address is 111 SHECKLER ROAD, FALLON, NV 89406. The beneficiary is the United States of America acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 111 SHECKLER ROAD, FALLON NV 89406. This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note") which have been executed or assumed by Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
07/26/2012	150,000.00	1.25	04/30/2013

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government under the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 *et. seq.* as evidenced by the note, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property situated in the State of Nevada, County or Counties of DOUGLAS:

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions, that are now or hereafter included in, affixed, or attached to "the property."

Initial GW Date 7/26/2012

FSA-2029 NV (04-07-09)

Page 3 of 8

Borrower COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform trust deed covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.
2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.
3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.
4. **Taxes, liens, etc.** Borrower shall pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
5. **Assignment.** Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property; and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guaranties and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money may, at the option of the Government, be applied on the debt whether due or not. The Government shall not be obligated to collect such money, but shall be responsible only for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of executing this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et. seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall include, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

Initial GW Date 7/26/2012

8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by the note solely for purposes authorized by the Government.

10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, lessening or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, or encumber, voluntarily or otherwise, any of the property without the written consent of the Government. The Government may grant consents, partial releases, subordinations, and satisfactions in accordance with Government regulations.

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all of this can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

Initial FW Date 7/24/2012

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Government's good faith judgment could result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower also shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to the Government (or failed to provide the Government with any material information) in connection with the loan evidenced by the note.

19. **Cross collateralization.** Default under this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other such security instrument shall constitute default under this instrument.

20. **Highly erodible land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.

21. **Non-discrimination.** If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

22. **Notices.** Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. **Governing law; severability.** This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. **Successors and assigns; joint and several covenants.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and severable. Any Borrower who co-signs this instrument but does not execute the note: (a) is co-signing this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. **No merger.** If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

Initial FW Date 7/26/2012

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. Default; death; incompetence; bankruptcy. Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) authorize and request Trustee to foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. Foreclosure. At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at Trustee's option may conduct such sale without being personally present through Trustee's delegate authorized by Trustee for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delegate duly authorized in accordance herewith.

29. State law. Borrower agrees that the Government will not be bound by any present or future State laws (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

30. Assignment of leases and rents. Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note. Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

31. Application of foreclosure proceeds. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.

32. Substitute trustee. The Government may, from time to time, as provided by statute, or by a writing, signed, acknowledged and recorded in the offices of the county recorders of the aforesaid counties, appoint another Trustee in place and stead of Trustee named in this instrument and thereupon, the Trustee named in this instrument shall be discharged and Trustee so appointed shall be substituted as Trustee under this instrument with the same effect as if originally named Trustee in this instrument. The Substitute trustee may or may not be an employee of the Government.

Initial GW Date 7/26/2012

33. **Water rights.** If borrower has a permit or approved application for the appropriation of water for use on or for the benefit of the property, hereinabove described, Borrower will perform and complete all the action and fulfill all the conditions necessary to perfect such water right; and in the event of Borrower's failure to do so, the Government shall have the right to complete such action and to advance such sums as may be necessary for such purpose, and such advances to be secured by this instrument.

34. **Lease; contract of sale.** If the property, or any part thereof, is a lease or a purchaser's interest in a contract of sale, Borrower will pay when due all rents, contract payments and any and all other charges required by said lease or contract, will comply with all other requirements of said lease or contract, and will not surrender or relinquish, without the Government's written consent, any of Borrower's right, title and interest in or to the property or the lease or contract while this instrument remains in effect.

35. **Grazing rights.** Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration, to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of the Borrower, including advancing such sums as may be necessary for this purpose and such funds advanced shall be secured by this instrument.

36. **Reconveyance.** Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent, or otherwise, contained herein or secured hereby, the Government shall request Trustee to execute and deliver to Borrower at Borrower's address a full reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such reconveyance.

37. **Future advances.** This instrument also secures future advances to Borrower when evidenced by notes for any loans made by the Government, subject to the same terms and conditions regarding assignment of said notes as provided in this instrument and all references in this instrument shall be deemed to include such future notes. The future advances are at the option of the Government. The maximum amount to be secured as future advances will be evidenced by, and stated in, a promissory note or notes reciting that they are secured by this deed of trust.

38. **Award for damages or injury.** Any award for damages or injury to the property, including any award for its condemnation for public use, is assigned to the Government which may apply the money upon the loan or any other indebtedness secured by this instrument in such order as the Government may determine, or at the Government's option may be released to Borrower.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

(SEAL)	(SEAL)
GARY WILLIAM WARD	<i>Gary William Ward</i>

(SEAL)	(SEAL)

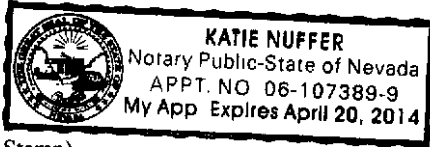
The United States does not seek exclusive jurisdiction over the property herein described.	
<i>Sam M. Weppner</i>	, DISTRICT DIRECTOR
United States Department of Agriculture	

ACKNOWLEDGEMENT

STATE OF NEVADA

COUNTY OF Humboldt } ss. (Individual)

On this 26 day of July, 2012, before me personally appeared Gary William Ward, to be known to me to be the same whose name is subscribed to the foregoing instrument, and acknowledged that (he or she) signed and delivered the instruments as (his or her) free and voluntary act, for the uses and purposes set forth.



(Notary Stamp)

Katie Nuffer
(Signature of Notary Officer)

COOPER

Initials GW Date 7/26/2012

EXHIBIT "A"

THE REAL PROPERTY SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., LYING AND BEING IN THE TOWN OF GARDNERVILLE, COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE TOWNSHIP LINE 637 FEET, 9 INCHES WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 20 EAST, AND RUNNING NORTH 45° 10' WEST 317 FEET, ALONG AND PARALLEL WITH THE SOUTH SIDE OF MINNIE STREET; THENCE WEST 45° SOUTH AND AT RIGHT ANGLE WITH SAID MINNIE STREET 326 FEET, 9 INCHES TO TOWNSHIP LINE THENCE EAST ALONG THE TOWNSHIP LINE 451 FEET TO THE PLACE OF BEGINNING;

SAVE AND EXCEPTING THE FOLLOWING DESCRIBED LAND;

COMMENCING AT A POINT ON THE SOUTHWEST SIDE OF MINNIE STREET 191 FEET FROM THE SOUTH CORNER OF MINNIE STREET, WHICH SAID CORNER OF 637 FEET, 9 INCHES FROM THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SECTION 33, TOWNSHIP 12 NORTH, RANGE 20 EAST, THE PLACE OF BEGINNING AND RUNNING AT RIGHT ANGLES TO SAID MINNIE STREET, IN THE SOUTHWESTERLY DIRECTION 115 FEET TO THE NORTHEAST BANK OF THE SPRINGMEYER DITCH; THENCE IN A WESTERLY DIRECTION ALONG THE NORTHEASTERLY BANK OF SAID SPRINGMEYER DITCH 65 FEET; THENCE IN A NORTHEASTERLY DIRECTION 148 FEET TO MINNIE STREET; THENCE AT RIGHT ANGLE ALONG THE SOUTHWESTERLY SITE OF MINNIE STREET 56 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION COMMENCING AT A POINT ON THE SOUTHERLY SIDE OF MINNIE STREET 247 FEET WESTERLY FROM THE SOUTHWESTERLY CORNER OF MINNIE STREET AND ALLEY, WHICH CORNER OF 637, 9 INCHES WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SECTION 33, TOWNSHIP 13 NORTH, RANGE 20 EAST, THE PLACE OF BEGINNING RUNNING AT RIGHT ANGLE TO MINNIE STREET ON A SOUTHWESTERLY DIRECTION ALONG THE NORTHWESTERLY SIDE OF RODANBAH LOT 167 FEET; THENCE IN A WESTERLY DIRECTION ALONG LINE OF SLOUGH 79 FEET; THENCE NORTHEASTERLY DIRECTION ALONG THE SOUTHEASTERLY SIDE OF THE HEITMAN LOT 225 FEET TO MINNIE STREET, THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHERLY SIDE OF MINNIE STREET 70 FEET TO PLACE OF BEGINNING.

ALSO EXCEPT THAT PORTION BEGINNING AT POINT ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 20 EAST, AND THE WESTERLY RIGHT -OF-WAY LINE OF EDDY STREET ALSO KNOWN AS DOUGLAS AVENUE, SAID POINT OF BEGINNING FURTHER DESCRIBED AS BEARING N. 89°53'20" WEST, A DISTANCE OF 652.16 FEET FROM THE SO CALLED DETTLING MONUMENT TO THE TOWN OF GARNERVILLE, SAID MONUMENT BEARING SOUTH 89°48'45" WEST A DISTANCE OF 3960.40 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 33, THENCE FROM THE POINT OF BEGINNING SOUTH 89°52' WEST ALONG THE PROPERTY AND SECTION LINE 78.40 FEET TO THE SOUTHWEST CORNER OF THE LOT, THENCE NORTH 65°57' WEST ALONG THE EASTERLY BANK OF A DITCH 66.00 FEET TO THE NORTHWEST CORNER OF THE LOT, THENCE NORTH 44°55'30" EAST ALONG THE PROPERTY LINE 79.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DOUGLAS AVENUE, THENCE SOUTH 45°04'30" WEST ALONG SAID RIGHT-OF-WAY LINE 117.00 FEET TO THE POINT OF BEGINNING.

INITIAL GW DATE 7/26/2012

ALSO EXCEPT THAT PORTION BEGINNING AT A POINT AT THE SOUTHEASTERLY CORNER OF THE PARCEL ON THE TOWNSHIP LINE AND SOUTH LINE OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 20 EAST, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND DEEDED BY JEANETTE FRANTZEN AND MARGARET ANDERSON THE MILDREN MORTIMER, THE SAME BEING RECORDED IN BOOK Y, PAGE 505, DOUGLAS COUNTY RECORDS, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEARING NORTH 89°54'55" WEST A DISTANCE OF 730.56 FEET FROM THE SO CALLED DETTLING MONUMENT AS SHOWN ON THE TOWN MAP OF GARDNERVILLE, THENCE SOUTH 89°52' WEST ALONG THE TOWNSHIP AND SECTION LINE A DISTANCE OF 369.70 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE PARCEL, THENCE NORTH 44°38' EAST ALONG THE PROPERTY LINE A DISTANCE OF 136.20 FEET TO THE NORTH CORNER OF THE PARCEL, ON THE EASTERLY BANK OF THE JEPEEN-SPRINGMEYER DITCH; THENCE SOUTHEASTERLY ALONG PROPERTY LINES AND THE EASTERLY BANK OF SAID DITCH, A DISTANCE OF 290.00 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JULY 25, 2007, IN BOOK 0707, PAGE 6998, AS INSTRUMENT NO. 0706135.

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ASSESSOR'S PARCEL NUMBER(S): 1320-33-401-008

INITIAL GW DATE 7/24/2012