

A.P.N.s: 1419-03-000-009, 1419-04-000-020,  
1419-03-000-015, 1419-03-000-011,  
1419-03-000-014, 1419-03-000-017,  
1419-04-000-019 and 1419-04-000-018

# 0110115842 # 7CA

**RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO AND  
MAIL TAX STATEMENTS TO:**

Clear Creek Residential, LLC  
2480 Precision Drive  
Minden, Nevada 89423

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

**DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made as of June 14, 2013, by and between Clear Creek Residential, LLC, a Delaware limited liability company, as trustor ("**Trustor**"), whose address is 2480 Precision Drive, Minden, Nevada 89423, First American Title Insurance Company, a California Corporation, as trustee ("**Trustee**"), and Sierra Clouds, LLC, a Nevada limited liability company, as beneficiary ("**Beneficiary**"), whose address is c/o Scott Heaton Esquire, Law Offices 716 North Carson Street, Suite "E"  
Carson City NV 89702

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**");

Together with the rents, issues and profits, thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, and profits.

For the purposes of securing (1) payment of the sum of Six Million Dollars (\$6,000,000.00) with interest thereon according to the terms of that certain Secured Promissory Note of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal thereof (the "**Note**"); and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to its 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 of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the Office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>		<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39 Mortgages	363	115384		Lincoln			45902
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050		Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747		Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922		Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941		Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075		Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782		Washoe	300 Off. Rec.	517	107192
					White Pine	295 R.E.	258	

Records

shall inure to and bind the parties hereto, with respect to the Property. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at the address above set forth.

Dated as of 6/12, 2013

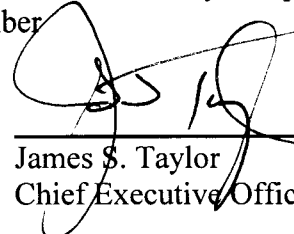
See Addendum to Deed of Trust with Assignment of Rents attached hereto and incorporated herein by reference.

"Trustor"

CLEAR CREEK RESIDENTIAL, LLC,  
a Delaware limited liability company

By: Clear Creek Partners, LLC,  
a Delaware limited liability company

Its: Sole Member

By:   
James S. Taylor

Its: Chief Executive Officer/President





**DO NOT RECORD**

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

1. To keep said property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereof; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. To pay at least ten days before delinquency, taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior thereto, and all costs, fees and expenses of this trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
6. At Beneficiary's option, Trustor will pay a "late charge" not exceeding four percent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover extra expenses involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

**B. IT IS MUTUALLY AGREED:**

1. That any aware of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due or all other sums so secured or to declare default for failure so to pay.



3. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and representation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map of plat thereof; join in granting any agreement subordinating the lien or charge hereof.
4. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may chose, and upon payment of its fees, Trustee shall reconvey, without warranty, property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. That as additional security, Trustor hereby 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 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 or notice of default hereunder or invalidate any act done pursuant to such notice.
6. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust said note and all documents evidencing expenditures secured hereby. After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above. Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitled thereto.
7. That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said



instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

8. The following covenants: Nos. 1, 3, 4 (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
9. 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.
10. It is expressly agreed that the trust created hereby is irrevocable by Trustor.
11. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. 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.
12. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, beneficiary or Trustee shall be a party unless brought by Trustee.
13. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provision of the covenants hereinabove adopted by reference. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.



**REQUEST FOR FULL  
RECONVEYANCE**

**DO NOT RECORD**

TO TRUSTEE

The undersigned is the legal owner and holder of the note and of all indebtedness secured by the foregoing Deed of Trust. Said note, together with all other indebtedness secured by Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designed by the terms of said Deed of Trust, all the estate now held by you under the same.

Date: \_\_\_\_\_, 20\_\_

SIERRA CLOUDS, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Please mail Deed of  
Trust, Note and  
Reconveyance to:

Clear Creek Residential, LLC  
2480 Precision Drive  
Minden, Nevada 89423

**Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

1/1



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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

PARCEL 1:

Parcel 5 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, being more particularly described as follows:

A parcel of land situate in Section 3, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;  
 Thence North  $10^{\circ}36'18''$  East a distance of 4098.10 feet to the POINT OF BEGINNING;  
 Thence along the arc of a non tangent curve to the right having a tangent bearing of North  $58^{\circ}12'23''$  West, a radius of 28.50 feet, a central angle of  $54^{\circ}40'16''$ , a distance of 27.19 feet;  
 Thence North  $65^{\circ}56'11''$  West a distance of 53.79 feet'  
 Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $15^{\circ}46'51''$  East, a radius of 28.50 feet, a central angle of  $107^{\circ}46'41''$ , a distance of 53.61 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 332.50 feet, a central angle of  $00^{\circ}32'58''$ , a distance of 3.19 feet'  
 Thence along the arc of a reverse curve to the right having a radius of 91.50 feet, a central angle of  $19^{\circ}22'28''$ , a distance of 30.94 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 108.50 feet, a central angle of  $35^{\circ}07'11''$ , a distance of 66.51 feet;  
 Thence along the arc of a compound curve to the left having a radius of 353.00 feet, a central angle of  $17^{\circ}52'07''$ , a distance of 110.09 feet;  
 Thence along the arc of a compound curve to the left having a radius of 108.50 feet, a central angle of  $35^{\circ}07'11''$ , a distance of 66.51 feet;  
 Thence along the arc of a reverse curve to the right having a radius of 91.50 feet, a central angle of  $19^{\circ}22'28''$ , a distance of 30.94 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 332.50 feet, a central angle of  $13^{\circ}21'56''$ , a distance of 77.56 feet;  
 Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $77^{\circ}28'29''$  West, a radius of 200.00 feet, a central angle of  $221^{\circ}48'43''$ , a distance of 774.27 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 100.00 feet, a central angle of  $30^{\circ}08'50''$ , a distance of 52.62 feet;





Thence North  $89^{\circ}08'32''$  East a distance of 111.90 feet;  
Thence along the arc of a curve to the right having a radius of 175.00 feet, a central angle of  $91^{\circ}42'33''$ , a distance of 280.11 feet to the POINT OF BEGINNING.

APN 1419-03-000-009

Document No. 725935 is provided pursuant to the requirements of NRS 111.312.

PARCEL 2:

Parcel 6 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, being more particularly described as follows:

A parcel of land situate in Sections 3 and 4, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;  
Thence North  $02^{\circ}01'40''$  East a distance of 4168.23 feet to the POINT OF BEGINNING;  
Thence North  $57^{\circ}47'11''$  West a distance of 5.35 feet;  
Thence along the arc of a curve to the left having a radius of 230.00 feet, a central angle of  $66^{\circ}13'03''$ , a distance of 265.81 feet;  
Thence along the arc of a reverse curve to the right having a radius of 191.85 feet, a central angle of  $90^{\circ}10'10''$ , a distance of 301.92 feet;  
Thence North  $07^{\circ}31'50''$  East a distance of 169.98 feet;  
Thence North  $89^{\circ}21'41''$  East a distance of 272.37 feet;  
Thence along the arc of a curve to the left having a radius of 100.00 feet, a central angle of  $57^{\circ}32'59''$ , a distance of 100.44 feet;  
Thence North  $31^{\circ}48'42''$  East a distance of 112.59 feet;  
Thence South  $88^{\circ}40'41''$  East a distance of 130.03 feet;  
Thence South  $04^{\circ}00'45''$  East a distance of 298.51 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $59^{\circ}02'10''$  West, a radius of 200.00 feet, a central angle of  $26^{\circ}49'21''$ , a distance of 93.63 feet to the POINT OF BEGINNING.

APN 1419-04-000-020

Document No. 725935 is provided pursuant to the requirements of NRS 111.312.



PARCEL 3:

Parcel 7 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, being more particularly described as follows:

A parcel of land situate in Section 3, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;  
 Thence North 42°58'36" East a distance of 2807.20 feet to the POINT OF BEGINNING;  
 Thence North 47°21'02" East a distance of 127.01 feet;  
 Thence North 57°11'57" East a distance of 105.37 feet;  
 Thence South 88°18'58" East a distance of 475.67 feet;  
 Thence North 66°44'07" East a distance of 117.97 feet;  
 Thence North 70°40'55" East a distance of 202.10 feet;  
 Thence North 03°18'44" East a distance of 98.96 feet;  
 Thence North 27°32'44" East a distance of 107.74 feet;  
 Thence North 06°08'05" East a distance of 99.36 feet;  
 Thence North 01°38'41" West a distance of 110.72 feet to the North line of the Southeast Quarter of said Section 3;  
 Thence along said North line, North 89°12'25" East a distance of 872.60 feet,  
 Thence leaving said North line, South 05°18'35" West a distance of 611.29 feet;  
 Thence South 41°29'41" West a distance of 165.63 feet;  
 Thence South 30°35'03" West a distance of 438.91 feet;  
 Thence South 01°18'09" West a distance of 172.42 feet;  
 Thence South 31°37'04" West a distance of 139.55 feet;  
 Thence North 84°39'19" West a distance of 107.67 feet;  
 Thence South 31°53'08" West a distance of 183.02 feet;  
 Thence North 80°15'05" West a distance of 78.65 feet;  
 Thence along the arc of a non tangent curve to the left having a tangent bearing of North 18°21'48" East, a radius of 522.50 feet, a central angle of 11°44'21", a distance of 107.05 feet;  
 Thence North 06°37'27" East a distance of 160.14 feet;  
 Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of 39°45'11", a distance of 223.76 feet;  
 Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of 84°38'56", a distance of 37.67 feet;  
 Thence along the arc of a compound curve to the right having a radius of 227.50 feet, a central angle of 00°51'15", a distance of 3.39 feet;  
 Thence North 37°37'33" West a distance of 45.00 feet;  
 Thence along the arc of a non tangent curve to the left having a tangent bearing of South 52°22'27" West, a radius of 272.50 feet, a central angle of 01°41'11", a distance of 8.02 feet;



Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of 80°18'58", a distance of 35.75 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of 40°28'09", a distance of 227.79 feet;  
 Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of 75°56'33", a distance of 33.80 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 172.50 feet, a central angle of 07°26'18", a distance of 22.39 feet;  
 Thence South 69°02'20" West a distance of 45.00 feet;  
 Thence along the arc of a non tangent curve to the right having a tangent bearing of South 20°57'40" East, a radius of 127.50 feet, a central angle of 01°41'27", a distance of 3.76 feet;  
 Thence along the arc of a compound curve to the right having a radius of 25.50 feet, a central angle of 93°46'26", a distance of 41.73 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of 00°35'33", a distance of 3.33 feet;  
 Thence South 73°54'40" West a distance of 121.58 feet;  
 Thence along the arc of a curve to the right having a radius of 527.50 feet, a central angle of 68°52'38", a distance of 634.13 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 1522.50 feet, a central angle of 05°26'16", a distance of 144.50 feet to the POINT OF BEGINNING.

APN 1419-03-000-015

Document No. 725935 is provided pursuant to the requirements of NRS 111.312.

PARCEL 4:

Parcel 8 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, being more particularly described as follows:

A parcel of land situate in Section 3, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;  
 Thence North 24°44'22" East a distance of 2429.01 feet to the POINT OF BEGINNING;  
 Thence North 16°38'50" East a distance of 95.61 feet;  
 Thence North 10°52'22" East a distance of 117.98 feet;  
 Thence North 45°00'41" East a distance of 112.75 feet;  
 Thence North 66°57'11" East a distance of 86.33 feet;  
 Thence along the arc of a non tangent curve to the left having a tangent bearing of South 29°36'26" East, a radius of 372.50 feet, a central angle of 36°17'40", a distance of 235.96 feet;



Thence along the arc of a reverse curve to the right having a radius of 1477.50 feet, a central angle of  $13^{\circ}33'47''$ , a distance of 349.75 feet;  
 Thence along the arc of a compound curve to the right having a radius of 28.50 feet, a central angle of  $111^{\circ}41'32''$ , a distance of 55.56 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of  $27^{\circ}43'31''$ , a distance of 156.06 feet;  
 Thence North  $73^{\circ}21'10''$  West a distance of 591.78 feet to the POINT OF BEGINNING.

APN 1419-03-000-011

Document No. 725935 is provided pursuant to the requirements of NRS 111.312.

PARCEL 5:

Parcel 9 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, being more particularly described as follows:

A parcel of land situate in Section 3, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;  
 Thence North  $83^{\circ}52'51''$  East a distance of 1647.97 feet to the POINT OF BEGINNING;  
 Thence North  $31^{\circ}57'03''$  East a distance of 115.43 feet;  
 Thence North  $11^{\circ}56'56''$  East a distance of 42.32 feet;  
 Thence North  $05^{\circ}49'43''$  West a distance of 39.22 feet;  
 Thence South  $88^{\circ}56'22''$  East a distance of 43.02 feet;  
 Thence North  $60^{\circ}28'16''$  East a distance of 54.92 feet;  
 Thence North  $35^{\circ}48'00''$  East a distance of 42.21 feet;  
 Thence North  $06^{\circ}53'04''$  East a distance of 46.51 feet;  
 Thence North  $08^{\circ}37'32''$  West a distance of 806.80 feet;  
 Thence North  $09^{\circ}28'15''$  East a distance of 419.47 feet;  
 Thence North  $27^{\circ}03'03''$  East a distance of 215.25 feet;  
 Thence North  $52^{\circ}00'43''$  East a distance of 110.26 feet;  
 Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $37^{\circ}59'17''$  East, a radius of 1477.50 feet, a central angle of  $00^{\circ}46'35''$ , a distance of 20.02 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 572.50 feet, a central angle of  $23^{\circ}49'21''$ , a distance of 238.03 feet;  
 Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of  $94^{\circ}29'13''$ , a distance of 42.05 feet;  
 Thence along the arc of a compound curve to the right having a radius of 137.50 feet, a central angle of  $01^{\circ}32'28''$ , a distance of 3.70 feet;



Thence South  $55^{\circ}00'22''$  East a distance of 45.00 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of North  $34^{\circ}59'38''$  East, a radius of 182.50 feet, a central angle of  $05^{\circ}45'59''$ , a distance of 18.37 feet;  
Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of  $80^{\circ}28'02''$ , a distance of 35.81 feet;  
Thence along the arc of a reverse curve to the left having a radius of 572.50 feet, a central angle of  $35^{\circ}47'01''$ , a distance of 357.55 feet;  
Thence North  $73^{\circ}54'40''$  East a distance of 121.58 feet;  
Thence along the arc of a curve to the right having a radius of 277.50 feet, a central angle of  $112^{\circ}42'47''$ , a distance of 545.90 feet;  
Thence South  $06^{\circ}37'27''$  West a distance of 160.14 feet;  
Thence along the arc of a curve to the right having a radius of 477.50 feet, a central angle of  $18^{\circ}13'47''$ , a distance of 151.93 feet;  
Thence along the arc of a reverse curve to the left having a radius of 522.50 feet, a central angle of  $17^{\circ}26'19''$ , a distance of 159.03 feet;  
Thence along the arc of a reverse curve to the right having a radius of 1477.50 feet, a central angle of  $05^{\circ}52'23''$ , a distance of 151.45 feet;  
Thence along the arc of a compound curve to the right having a radius of 25.50 feet, a central angle of  $110^{\circ}04'52''$ , a distance of 48.99 feet;  
Thence along the arc of a compound curve to the right having a radius of 177.50 feet, a central angle of  $10^{\circ}05'21''$ , a distance of 31.26 feet;  
Thence South  $43^{\circ}27'31''$  West a distance of 45.00 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $46^{\circ}32'29''$  East, a radius of 222.50 feet, a central angle of  $17^{\circ}13'24''$ , a distance of 66.88 feet;  
Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of  $80^{\circ}57'36''$ , a distance of 36.03 feet;  
Thence along the arc of a compound curve to the right having a radius of 1477.50 feet, a central angle of  $01^{\circ}27'32''$ , a distance of 37.62 feet;  
Thence South  $18^{\circ}39'15''$  West a distance of 178.21 feet;  
Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of  $90^{\circ}00'00''$ , a distance of 40.06 feet;  
Thence North  $71^{\circ}20'45''$  West a distance of 12.00 feet;  
Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of  $10^{\circ}57'02''$ , a distance of 61.64 feet;  
Thence South  $07^{\circ}42'13''$  West a distance of 45.00 feet;  
Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $82^{\circ}17'47''$  East, a radius of 277.50 feet, a central angle of  $10^{\circ}57'02''$ , a distance of 53.04 feet;  
Thence South  $71^{\circ}20'45''$  East a distance of 14.15 feet;  
Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of  $84^{\circ}40'20''$ , a distance of 37.68 feet;  
Thence along the arc of a reverse curve to the left having a radius of 472.50 feet, a central angle of  $33^{\circ}10'47''$ , a distance of 273.62 feet;  
Thence North  $86^{\circ}37'44''$  West a distance of 888.56 feet;



Thence South 78°50'35" West a distance of 296.06 feet to the POINT OF BEGINNING.

APN 1419-03-000-014

Document No. 725935 is provided pursuant to the requirements of NRS 111.312.

PARCEL 6:

Parcel 10 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, being more particularly described as follows:

A parcel of land situate in Sections 3 and 10, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 3;

Thence North 82°44'50" West a distance of 1751.11 feet to the POINT OF BEGINNING;

Thence South 00°11'11" East a distance of 402.80 feet;

Thence South 49°31'10" West a distance of 161.10 feet;

Thence North 65°01'02" West a distance of 192.69 feet;

Thence North 22°40'01" West a distance of 186.87 feet;

Thence North 13°45'40" East a distance of 121.96 feet;

Thence along the arc of a non tangent curve to the right having a tangent bearing of North 67°27'25" West, a radius of 322.50 feet, a central angle of 24°48'51", a distance of 139.67 feet;

Thence along the arc of a reverse curve to the left having a radius of 177.50 feet, a central angle of 55°30'26", a distance of 171.96 feet;

Thence North 08°09'00" West a distance of 45.00 feet;

Thence South 81°51'00" West a distance of 52.27 feet;

Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of 96°51'28", a distance of 43.11 feet;

Thence along the arc of a compound curve to the right having a radius of 427.50 feet, a central angle of 19°56'47", a distance of 148.83 feet;

Thence North 18°39'15" East a distance of 227.97 feet;

Thence along the arc of a curve to the left having a radius of 1522.50 feet, a central angle of 03°55'55", a distance of 104.48 feet;

Thence South 70°42'27" East a distance of 138.76 feet;

Thence South 10°03'37" East a distance of 192.97 feet;

Thence South 33°17'27" West a distance of 51.59 feet;

Thence South 60°36'42" East a distance of 127.48 feet;

Thence South 71°31'17" East a distance of 159.92 feet;

Thence South 34°03'09" East a distance of 86.27 feet;

Thence South 87°06'37" East a distance of 68.92 feet;



Thence South 43°30'42" East a distance of 78.34 feet to the POINT OF BEGINNING.

APN 1419-03-000-017

Document No. 725935 is provided pursuant to the requirements of NRS 111.312.

PARCEL 7:

Parcel 17 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, being more particularly described as follows:

A parcel of land situate in Sections 3, 4, 9 and 10, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;  
 Thence South 69°30'40" East a distance of 1288.77 feet to the POINT OF BEGINNING;  
 Thence South 86°49'18" East a distance of 309.87 feet;  
 Thence along the arc of a curve to the left having a radius of 247.50 feet, a central angle of 59°33'55", a distance of 257.30 feet;  
 Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of 48°35'57", a distance of 235.38 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 572.50 feet, a central angle of 16°06'40", a distance of 160.98 feet;  
 Thence North 66°06'04" East a distance of 140.48 feet;  
 Thence along the arc of a curve to the right having a radius of 627.50 feet, a central angle of 36°16'17", a distance of 397.24 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 222.50 feet, a central angle of 122°13'33", a distance of 474.65 feet;  
 Thence along the arc of a reverse curve to the right having a radius of 427.50 feet, a central angle of 04°50'44", a distance of 36.15 feet;  
 Thence along the arc of a compound curve to the right having a radius of 25.50 feet, a central angle of 96°51'28", a distance of 43.11 feet;  
 Thence North 81°51'00" East a distance of 52.27 feet;  
 Thence North 08°09'00" West a distance of 45.00 feet;  
 Thence South 81°51'00" West a distance of 52.27 feet;  
 Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of 96°51'28", a distance of 43.11 feet;  
 Thence along the arc of a compound curve to the right having a radius of 427.50 feet, a central angle of 19°56'47", a distance of 148.83 feet;  
 Thence North 18°39'15" East a distance of 227.97 feet;



Thence along the arc of a curve to the left having a radius of 1522.50 feet, a central angle of  $11^{\circ}14'20''$ , a distance of 298.65 feet;  
Thence along the arc of a reverse curve to the right having a radius of 477.50 feet, a central angle of  $17^{\circ}26'19''$ , a distance of 145.33 feet;  
Thence along the arc of a reverse curve to the left having a radius of 522.50 feet, a central angle of  $18^{\circ}13'47''$ , a distance of 166.24 feet;  
Thence North  $06^{\circ}37'27''$  East a distance of 160.14 feet;  
Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of  $39^{\circ}45'11''$ , a distance of 223.76 feet;  
Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of  $84^{\circ}38'56''$ , a distance of 37.67 feet;  
Thence along the arc of a compound curve to the right having a radius of 227.50 feet, a central angle of  $00^{\circ}51'15''$ , a distance of 3.39 feet;  
Thence North  $37^{\circ}37'33''$  West a distance of 45.00 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $52^{\circ}22'27''$  West, a radius of 272.50 feet, a central angle of  $01^{\circ}41'11''$ , a distance of 8.02 feet;  
Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of  $80^{\circ}18'58''$ , a distance of 35.75 feet;  
Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of  $40^{\circ}28'09''$ , a distance of 227.79 feet;  
Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of  $75^{\circ}56'33''$ , a distance of 33.80 feet;  
Thence along the arc of a reverse curve to the left having a radius of 172.50 feet, a central angle of  $07^{\circ}26'18''$ , a distance of 22.39 feet;  
Thence South  $69^{\circ}02'20''$  West a distance of 45.00 feet;  
Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $20^{\circ}57'40''$  East, a radius of 127.50 feet, a central angle of  $01^{\circ}41'27''$ , a distance of 3.76 feet;  
Thence along the arc of a compound curve to the right having a radius of 25.50 feet, a central angle of  $93^{\circ}46'26''$ , a distance of 41.73 feet;  
Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of  $00^{\circ}35'33''$ , a distance of 3.33 feet;  
Thence South  $73^{\circ}54'40''$  West a distance of 121.58 feet;  
Thence along the arc of a curve to the right having a radius of 527.50 feet, a central angle of  $68^{\circ}52'38''$ , a distance of 634.13 feet;  
Thence along the arc of a reverse curve to the left having a radius of 1522.50 feet, a central angle of  $28^{\circ}41'24''$ , a distance of 762.37 feet;  
Thence along the arc of a reverse curve to the right having a radius of 327.50 feet, a central angle of  $66^{\circ}58'07''$ , a distance of 382.79 feet;  
Thence North  $01^{\circ}04'01''$  East a distance of 381.06 feet;  
Thence along the arc of a curve to the left having a radius of 352.50 feet, a central angle of  $111^{\circ}37'46''$ , a distance of 686.78 feet;  
Thence along the arc of a reverse curve to the right having a radius of 287.50 feet, a central angle of  $147^{\circ}34'19''$ , a distance of 740.49 feet;





Thence along the arc of a compound curve to the right having a radius of 51.50 feet, a central angle of  $46^{\circ}38'06''$ , a distance of 41.92 feet;  
Thence along the arc of a reverse curve to the left having a radius of 352.00 feet, a central angle of  $32^{\circ}50'41''$ , a distance of 201.78 feet;  
Thence along the arc of a curve to the right having a radius of 66.50 feet, a central angle of  $46^{\circ}55'42''$ , a distance of 54.47 feet;  
Thence South  $82^{\circ}16'19''$  East a distance of 104.19 feet;  
Thence along the arc of a curve to the left having a radius of 297.50 feet, a central angle of  $86^{\circ}05'35''$ , a distance of 447.03 feet;  
Thence along the arc of a reverse curve to the right having a radius of 28.50 feet, a central angle of  $65^{\circ}42'06''$ , a distance of 32.68 feet;  
Thence North  $77^{\circ}20'12''$  East a distance of 5.00 feet;  
Thence North  $14^{\circ}03'31''$  West a distance of 17.78 feet to a point on the centerline of Clear Creek Road;  
Thence continuing along said centerline, along the arc of a non tangent curve to the right having a tangent bearing of South  $75^{\circ}56'29''$  West. A radius of 500.00 feet, a central angle of  $12^{\circ}53'40''$ , a distance of 112.53 feet;  
Thence departing said centerline, South  $01^{\circ}09'51''$  East a distance of 18.51 feet;  
Thence North  $87^{\circ}53'03''$  East a distance of 5.00 feet;  
Thence along the arc of a curve to the right having a radius of 28.50 feet, a central angle of  $113^{\circ}23'21''$ , a distance of 56.40 feet;  
Thence along the arc of a compound curve to the right having a radius of 252.50 feet, a central angle of  $76^{\circ}27'17''$ , a distance of 336.93 feet;  
Thence North  $82^{\circ}16'19''$  West a distance of 36.21 feet;  
Thence along the arc of a curve to the right having a radius of 28.50 feet, a central angle of  $78^{\circ}44'13''$ , a distance of 39.16 feet;  
Thence North  $65^{\circ}56'11''$  West a distance of 53.79 feet;  
Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $15^{\circ}46'51''$  East, a radius of 28.50 feet, a central angle of  $107^{\circ}46'41''$ , a distance of 53.61 feet;  
Thence along the arc of a reverse curve to the left having a radius of 332.50 feet, a central angle of  $00^{\circ}32'58''$ , a distance of 3.19 feet;  
Thence along the arc of a reverse curve to the right having a radius of 91.50 feet, a central angle of  $19^{\circ}22'28''$ , a distance of 30.94 feet;  
Thence along the arc of a reverse curve to the left having a radius of 108.50 feet, a distance of  $35^{\circ}07'11''$ , a distance of 66.51 feet;  
Thence along the arc of a compound curve to the left having a radius of 353.00 feet, a central angle of  $17^{\circ}52'07''$ , a distance of 110.09 feet;  
Thence along the arc of a compound curve to the left having a radius of 108.50 feet, a central angle of  $35^{\circ}07'11''$ , a distance of 66.51 feet;  
Thence along the arc of a reverse curve to the right having a radius of 91.50 feet, a central angle of  $19^{\circ}22'28''$ , a distance of 30.94 feet;  
Thence along the arc of a reverse curve to the left having a radius of 332.50 feet, a central angle of  $152^{\circ}39'04''$ , a distance of 885.87 feet;



Thence along the arc of a reverse curve to the right having a radius of 307.50 feet, a central angle of  $111^{\circ}37'46''$ , a distance of 599.10 feet;  
Thence South  $01^{\circ}04'01''$  West a distance of 381.06 feet;  
Thence along the arc of a curve to the left having a radius of 372.50 feet, a central angle of  $66^{\circ}58'07''$ , a distance of 435.39 feet;  
Thence along the arc of a reverse curve to the right having a radius of 1477.50 feet, a central angle of  $13^{\circ}33'47''$ , a distance of 349.75 feet;  
Thence along the arc of a compound curve to the right having a radius of 28.50 feet, a central angle of  $111^{\circ}41'32''$ , a distance of 55.56 feet;  
Thence along the arc of a reverse curve to the left having a radius of 322.50 feet, a central angle of  $27^{\circ}43'31''$ , a distance of 156.06 feet;  
Thence along the arc of a reverse curve to the right having a radius of 377.50 feet, a central angle of  $48^{\circ}38'31''$ , a distance of 320.48 feet;  
Thence along the arc of a reverse curve to the left having a radius of 272.50 feet, a central angle of  $09^{\circ}31'15''$ , a distance of 45.28 feet;  
Thence North  $20^{\circ}23'08''$  West a distance of 27.59 feet;  
Thence North  $87^{\circ}41'11''$  West a distance of 439.95 feet;  
Thence along the arc of a curve to the right having a radius of 150.00 feet, a central angle of  $46^{\circ}45'37''$ , a distance of 122.42 feet;  
Thence North  $40^{\circ}55'34''$  West a distance of 73.05 feet;  
Thence South  $49^{\circ}41'07''$  West a distance of 343.67 feet;  
Thence North  $68^{\circ}42'00''$  West a distance of 295.69 feet;  
Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of  $11^{\circ}44'24''$ , a distance of 66.08 feet;  
Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of  $06^{\circ}12'11''$ , a distance of 30.04 feet;  
Thence North  $61^{\circ}58'38''$  East a distance of 276.39 feet;  
Thence North  $36^{\circ}35'53''$  West a distance of 194.88 feet;  
Thence South  $71^{\circ}44'39''$  West a distance of 107.51 feet;  
Thence South  $80^{\circ}11'32''$  West a distance of 83.62 feet;  
Thence South  $88^{\circ}48'52''$  West a distance of 30.27 feet;  
Thence North  $72^{\circ}40'31''$  West a distance of 14.68 feet;  
Thence South  $62^{\circ}13'07''$  West a distance of 189.17 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of North  $75^{\circ}48'58''$  West, a radius of 322.50 feet, a central angle of  $12^{\circ}46'03''$ , a distance of 71.86 feet;  
Thence along the arc of a curve to the right having a radius of 277.50 feet, a central angle of  $31^{\circ}20'11''$ , a distance of 151.77 feet;  
Thence North  $74^{\circ}04'28''$  East a distance of 169.17 feet;  
Thence North  $08^{\circ}49'37''$  East a distance of 67.76 feet;  
Thence North  $75^{\circ}25'24''$  East a distance of 308.30 feet;  
Thence North  $70^{\circ}28'48''$  East a distance of 595.82 feet;  
Thence North  $07^{\circ}44'18''$  East a distance of 234.97 feet;  
Thence North  $85^{\circ}58'00''$  West a distance of 873.38 feet;



Thence North  $87^{\circ}23'11''$  West a distance of 226.13 feet;  
Thence North  $79^{\circ}48'06''$  West a distance of 219.12 feet;  
Thence South  $44^{\circ}21'15''$  West a distance of 173.27 feet;  
Thence South  $89^{\circ}04'30''$  West a distance of 180.31 feet;  
Thence South  $31^{\circ}37'15''$  West a distance of 310.39 feet;  
Thence North  $64^{\circ}18'43''$  West a distance of 383.46 feet;  
Thence North  $00^{\circ}26'56''$  West a distance of 120.89 feet;  
Thence North  $88^{\circ}57'09''$  West a distance of 1126.33 feet;  
Thence South  $26^{\circ}56'31''$  West a distance of 164.39 feet;  
Thence South  $63^{\circ}02'22''$  East a distance of 65.29 feet;  
Thence South  $56^{\circ}34'18''$  East a distance of 57.53 feet;  
Thence South  $13^{\circ}31'46''$  East a distance of 231.61 feet;  
Thence South  $05^{\circ}17'16''$  West a distance of 878.37 feet;  
Thence South  $87^{\circ}41'38''$  East a distance of 159.24 feet;  
Thence South  $26^{\circ}48'06''$  East a distance of 222.07 feet;  
Thence South  $48^{\circ}57'17''$  East a distance of 205.33 feet;  
Thence South  $61^{\circ}44'44''$  East a distance of 283.36 feet;  
Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $45^{\circ}27'14''$  West, a radius of 187.50 feet, a central angle of  $07^{\circ}10'40''$ , a distance of 23.49 feet;  
Thence along the arc of a reverse curve to the left having a radius of 672.50 feet, a central angle of  $13^{\circ}08'44''$ , a distance of 154.29 feet;  
Thence South  $50^{\circ}30'50''$  East a distance of 45.00 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $39^{\circ}29'10''$  West, a radius of 627.50 feet, a central angle of  $07^{\circ}42'42''$ , a distance of 84.46 feet;  
Thence along the arc of a reverse curve to the right having a radius of 1622.50 feet, a central angle of  $00^{\circ}39'51''$ , a distance of 18.81 feet;  
Thence South  $67^{\circ}27'15''$  East a distance of 221.90 feet;  
Thence North  $58^{\circ}54'05''$  East a distance of 108.17 feet;  
Thence South  $31^{\circ}51'37''$  East a distance of 279.81 feet;  
Thence North  $64^{\circ}46'58''$  East a distance of 250.07 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $48^{\circ}51'07''$  East, a radius of 372.50 feet, a central angle of  $22^{\circ}10'16''$ , a distance of 144.14 feet;  
Thence South  $13^{\circ}03'16''$  West a distance of 57.96 feet;  
Thence South  $43^{\circ}10'33''$  East a distance of 410.79 feet;  
Thence South  $65^{\circ}59'00''$  East a distance of 830.67 feet;  
Thence North  $22^{\circ}33'05''$  East a distance of 39.91 feet;  
Thence along the arc of a curve to the right having a radius of 215.00 feet, a central angle of  $57^{\circ}01'15''$ , a distance of 213.97 feet;  
Thence North  $79^{\circ}34'20''$  East a distance of 265.30 feet;  
Thence South  $83^{\circ}49'43''$  East a distance of 234.37 feet;  
Thence North  $65^{\circ}07'48''$  East a distance of 324.52 feet;  
Thence North  $22^{\circ}11'41''$  West a distance of 37.34 feet;



Thence along the arc of a non tangent curve to the right having a tangent bearing of South 82°04'30" West, a radius of 310.00 feet, a central angle of 48°47'14", a distance of 263.96 feet;  
Thence along the arc of a reverse curve to the left having a radius of 365.00 feet, a central angle of 28°02'36", a distance of 178.65 feet;  
Thence along the arc of a reverse curve to the right having a radius of 240.00 feet, a central angle of 52°59'50", a distance of 221.99 feet;  
Thence along the arc of a reverse curve to the left having a radius of 150.00 feet, a central angle of 42°21'11", a distance of 110.88 feet;  
Thence North 29°00'30" East a distance of 120.56 feet;  
Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of 48°15'35", a distance of 271.64 feet;  
Thence along the arc of a reverse curve to the right having a radius of 177.50 feet, a central angle of 32°14'34", a distance of 99.89 feet;  
Thence South 50°39'58" East a distance of 705.40 feet;  
Thence North 89°15'43" East a distance of 401.46 feet;  
Thence along the arc of a curve to the right having a radius of 150.00 feet, a central angle of 61°28'23", a distance of 160.94 feet;  
Thence South 29°15'54" East a distance of 8.03 feet;  
Thence North 74°22'53" East a distance of 321.90 feet;  
Thence North 13°33'21" West a distance of 418.99 feet;  
Thence North 13°00'35" West a distance of 208.16 feet;  
Thence North 06°15'21" East a distance of 198.49 feet;  
Thence North 10°23'00" East a distance of 480.75 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of North 63°07'05" East, a radius of 422.50 feet, a central angle of 31°29'23", a distance of 232.21 feet;  
Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of 27°49'16", a distance of 134.74 feet;  
Thence along the arc of a reverse curve to the left having a radius of 222.50 feet, a central angle of 08°01'37", a distance of 31.17 feet;  
Thence along the arc of a reverse curve to the right having a radius of 28.50 feet, a central angle of 80°25'13", a distance of 40.00 feet;  
Thence along the arc of a compound curve to the right having a radius of 1477.50 feet, a central angle of 10°56'44", a distance of 282.26 feet;  
Thence along the arc of a reverse curve to the left having a radius of 572.50 feet, a central angle of 23°49'21", a distance of 238.03 feet;  
Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of 94°29'13", a distance of 42.05 feet;  
Thence along the arc of a compound curve to the right having a radius of 137.50 feet, a central angle of 01°32'28", a distance of 3.70 feet;  
Thence South 55°00'22" East a distance of 45.00 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of North 34°59'38" East, a radius of 182.50 feet, a central angle of 05°45'59", a distance of 18.37 feet;



Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of  $80^{\circ}28'02''$ , a distance of 35.81 feet;  
Thence along the arc of a reverse curve to the left having a radius of 572.50 feet, a central angle of  $35^{\circ}47'01''$ , a distance of 357.55 feet;  
Thence North  $73^{\circ}54'40''$  East a distance of 121.58 feet;  
Thence along the arc of a curve to the right having a radius of 277.50 feet, a central angle of  $112^{\circ}42'47''$ , a distance of 545.90 feet;  
Thence South  $06^{\circ}37'27''$  West a distance of 160.14 feet;  
Thence along the arc of a curve to the right having a radius of 477.50 feet, a central angle of  $18^{\circ}13'47''$ , a distance of 151.93 feet;  
Thence along the arc of a reverse curve to the left having a radius of 522.50 feet, a central angle of  $17^{\circ}26'19''$ , a distance of 159.03 feet;  
Thence along the arc of a reverse curve to the right having a radius of 1477.50 feet, a central angle of  $05^{\circ}52'23''$ , a distance of 151.45 feet;  
Thence along the arc of a compound curve to the right having a radius of 25.50 feet, a central angle of  $110^{\circ}04'52''$ , a distance of 48.99 feet;  
Thence along the arc of a compound curve to the right having a radius of 177.50 feet, a central angle of  $10^{\circ}05'21''$ , a distance of 31.26 feet;  
Thence South  $43^{\circ}27'31''$  West a distance of 45.00 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $46^{\circ}32'29''$  East, a radius of 222.50 feet, a central angle of  $17^{\circ}13'24''$ , a distance of 66.88 feet;  
Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of  $80^{\circ}57'36''$ , a distance of 36.03 feet;  
Thence along the arc of a compound curve to the right having a radius of 1477.50 feet, a central angle of  $01^{\circ}27'32''$ , a distance of 37.62 feet;  
Thence South  $18^{\circ}39'15''$  West a distance of 178.21 feet;  
Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of  $90^{\circ}00'00''$ , a distance of 40.06 feet;  
Thence North  $71^{\circ}20'45''$  West a distance of 12.00 feet;  
Thence along the arc of a curve to the left having a radius of 322.50 feet, a central angle of  $10^{\circ}57'02''$ , a distance of 61.64 feet;  
Thence South  $07^{\circ}42'13''$  West a distance of 45.00 feet;  
Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $82^{\circ}17'47''$  East, a radius of 277.50 feet, a central angle of  $10^{\circ}57'02''$ , a distance of 53.04 feet;  
Thence South  $71^{\circ}20'45''$  East a distance of 14.15 feet;  
Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of  $84^{\circ}40'20''$ , a distance of 37.68 feet;  
Thence along the arc of a reverse curve to the left having a radius of 472.50 feet, a central angle of  $33^{\circ}10'47''$ , a distance of 273.62 feet;  
Thence along the arc of a reverse curve to the right having a radius of 177.50 feet, a central angle of  $122^{\circ}13'33''$ , a distance of 378.65 feet;  
Thence along the arc of a reverse curve to the left having a radius of 672.50 feet, a central angle of  $36^{\circ}16'17''$ , a distance of 425.73 feet;



Thence South  $66^{\circ}06'04''$  West a distance of 140.48 feet;  
Thence along the arc of a curve to the right having a radius of 527.50 feet, a central angle of  $16^{\circ}06'40''$ , a distance of 148.33 feet;  
Thence North  $47^{\circ}18'21''$  West a distance of 67.11 feet;  
Thence South  $80^{\circ}22'34''$  West a distance of 474.82 feet;  
Thence South  $04^{\circ}27'19''$  East a distance of 192.36 feet;  
Thence North  $86^{\circ}49'18''$  West a distance of 252.56 feet;  
Thence along the arc of a curve to the left having a radius of 274.50 feet, a central angle of  $32^{\circ}24'16''$ , a distance of 155.25 feet;  
Thence South  $68^{\circ}51'58''$  West a distance of 188.80 feet;  
Thence South  $65^{\circ}50'16''$  West a distance of 353.47 feet;  
Thence South  $23^{\circ}47'33''$  East a distance of 334.23 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of North  $74^{\circ}51'05''$  East, a radius of 302.50 feet, a central angle of  $10^{\circ}49'08''$ , a distance of 57.12 feet;  
Thence South  $25^{\circ}58'06''$  East a distance of 45.00 feet;  
Thence along the arc of a tangent curve to the left having a radius of 347.50 feet, a central angle of  $25^{\circ}23'48''$ , a distance of 154.03 feet;  
Thence South  $42^{\circ}28'35''$  East a distance of 266.97 feet;  
Thence South  $54^{\circ}46'19''$  West a distance of 214.17 feet;  
Thence South  $19^{\circ}33'34''$  East a distance of 153.33 feet;  
Thence North  $71^{\circ}52'48''$  East a distance of 383.67 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $31^{\circ}52'24''$  East, a radius of 322.50 feet, a central angle of  $13^{\circ}04'56''$ , a distance of 73.64 feet;  
Thence South  $66^{\circ}21'21''$  West a distance of 445.22 feet;  
Thence South  $33^{\circ}34'49''$  East a distance of 161.94 feet;  
Thence South  $18^{\circ}09'34''$  East a distance of 157.47 feet;  
Thence North  $72^{\circ}59'38''$  East a distance of 171.93 feet;  
Thence South  $85^{\circ}10'02''$  East a distance of 339.19 feet;  
Thence South  $12^{\circ}59'43''$  East a distance of 110.39 feet;  
Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $70^{\circ}59'30''$  West, a radius of 777.50 feet, a central angle of  $21^{\circ}36'58''$ , a distance of 293.33 feet;  
Thence along the arc of a reverse curve to the left having a radius of 222.50 feet, a central angle of  $99^{\circ}38'14''$ , a distance of 386.93 feet;  
Thence South  $66^{\circ}06'49''$  West a distance of 300.78 feet;  
Thence South  $65^{\circ}09'05''$  West a distance of 272.90 feet;  
Thence South  $31^{\circ}34'52''$  East a distance of 276.31 feet;  
Thence North  $89^{\circ}12'38''$  East a distance of 1278.35 feet;  
Thence North  $19^{\circ}04'56''$  West a distance of 157.36 feet;  
Thence North  $60^{\circ}08'27''$  West a distance of 504.99 feet;  
Thence North  $45^{\circ}41'12''$  West a distance of 254.66 feet;  
Thence South  $87^{\circ}11'10''$  West a distance of 62.67 feet;  
Thence North  $48^{\circ}43'34''$  West a distance of 71.37 feet;



Thence along the arc of a non tangent curve to the right having a tangent bearing of North 52°21'40" East, a radius of 177.50 feet, a central angle of 40°14'48", a distance of 124.68 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 822.50 feet, a central angle of 22°41'53", a distance of 325.84 feet;  
 Thence South 20°05'25" East a distance of 221.51 feet;  
 Thence South 89°41'55" East a distance of 242.05 feet;  
 Thence North 77°37'58" East a distance of 202.15 feet;  
 Thence North 07°49'37" West a distance of 204.84 feet;  
 Thence North 28°18'38" East a distance of 131.62 feet;  
 Thence North 65°35'22" East a distance of 246.75 feet;  
 Thence North 22°55'09" West a distance of 520.09 feet;  
 Thence North 77°09'37" East a distance of 39.62 feet;  
 Thence along the arc of a curve to the left having a radius of 222.50 feet, a central angle of 27°24'31", a distance of 106.44 feet;  
 Thence South 17°00'43" East a distance of 388.80 feet;  
 Thence South 77°20'33" East a distance of 227.19 feet;  
 Thence North 48°03'07" East a distance of 603.96 feet;  
 Thence North 88°47'11" East a distance of 332.64 feet;  
 Thence North 03°15'33" East a distance of 152.47 feet;  
 Thence North 56°21'23" West a distance of 350.44 feet;  
 Thence South 52°11'03" West a distance of 126.80 feet;  
 Thence North 89°59'02" West a distance of 139.18 feet;  
 Thence North 45°36'05" West a distance of 167.23 feet;  
 Thence North 66°27'30" West a distance of 546.81 feet;  
 Thence South 75°01'43" West a distance of 698.78 feet;  
 Thence along the arc of a non tangent curve to the right having a tangent bearing of South 18°00'42" West, a radius of 210.00 feet, a central angle of 135°28'23", a distance of 496.53 feet;  
 Thence North 02°48'16" West a distance of 247.01 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM all that certain parcel previously described as "Parcel 13" being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 3;  
 Thence North 05°40'03" West a distance of 689.88 feet to the POINT OF BEGINNING;  
 Thence South 85°00'14" West a distance of 534.04 feet;  
 Thence along the arc of a non tangent curve to the left having a tangent bearing of North 65°49'46" West, a radius of 222.50 feet, a central angle of 16°27'06", a distance of 63.89 feet;  
 Thence North 07°43'08" East a distance of 29.40 feet;  
 Thence North 46°20'38" West a distance of 49.78 feet;  
 Thence North 68°02'52" West a distance of 618.70 feet;  
 Thence North 50°16'20" West a distance of 291.77 feet;  
 Thence North 45°23'56" West a distance of 550.14 feet;  
 Thence North 28°04'26" West a distance of 97.08 feet;



Thence North  $01^{\circ}10'43''$  West a distance of 128.24 feet;  
Thence North  $36^{\circ}11'32''$  East a distance of 172.82 feet;  
Thence North  $67^{\circ}19'25''$  East a distance of 626.05 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $68^{\circ}41'59''$  East, a radius of 272.50 feet, a central angle of  $44^{\circ}47'51''$ , a distance of 213.06 feet;  
Thence South  $61^{\circ}11'42''$  East a distance of 933.74 feet;  
Thence North  $40^{\circ}18'09''$  East a distance of 293.13 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $60^{\circ}24'31''$  East, a radius of 322.50 feet, a central angle of  $20^{\circ}01'53''$ , a distance of 112.75 feet;  
Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of  $11^{\circ}44'24''$ , a distance of 56.86 feet;  
Thence South  $68^{\circ}42'00''$  East a distance of 260.74 feet;  
Thence South  $47^{\circ}08'37''$  West a distance of 532.92 feet;  
Thence along the arc of a non tangent curve to the right having a tangent bearing of South  $40^{\circ}40'26''$  East, a radius of 205.00 feet, a central angle of  $137^{\circ}48'08''$ , a distance of 493.05 feet;  
Thence North  $73^{\circ}26'00''$  West a distance of 773.35 feet;  
Thence South  $68^{\circ}03'39''$  West a distance of 457.83 feet;  
Thence South  $00^{\circ}37'40''$  West a distance of 32.62 feet;  
Thence South  $61^{\circ}24'58''$  East a distance of 620.39 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $35^{\circ}59'42''$  East, a radius of 223.07 feet, a central angle of  $38^{\circ}53'48''$ , a distance of 151.44 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $20^{\circ}44'56''$  East, a radius of 50.00 feet, a central angle of  $122^{\circ}54'51''$ , a distance of 107.26 feet;  
Thence along the arc of a reverse curve to the right having a radius of 25.50 feet, a central angle of  $45^{\circ}30'42''$ , a distance of 20.26 feet;  
Thence North  $81^{\circ}50'55''$  East a distance of 28.01 feet;  
Thence South  $67^{\circ}19'03''$  East a distance of 188.26 feet;  
Thence along the arc of a curve to the right having a radius of 160.00 feet, a central angle of  $60^{\circ}22'49''$ , a distance of 168.61 feet;  
Thence South  $06^{\circ}56'14''$  East a distance of 43.86 feet;  
Thence North  $64^{\circ}46'43''$  East a distance of 434.49 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $85^{\circ}41'44''$  East, a radius of 437.50 feet, a central angle of  $00^{\circ}34'52''$ , a distance of 4.44 feet;  
Thence along the arc of a reverse curve to the right having a radius of 302.50 feet, a central angle of  $21^{\circ}57'01''$ , a distance of 115.89 feet;  
Thence South  $64^{\circ}19'35''$  East a distance of 7.54 feet;  
Thence along the arc of a curve to the right having a radius of 25.50 feet, a central angle of  $78^{\circ}50'25''$ , a distance of 35.09 feet;  
Thence along the arc of a reverse curve to the left having a radius of 222.50 feet, a central angle of  $33^{\circ}45'55''$ , a distance of 131.12 feet;  
Thence along the arc of a reverse curve to the right having a radius of 277.50 feet, a central angle of  $48^{\circ}15'35''$ , a distance of 233.74 feet;  
Thence South  $29^{\circ}00'30''$  West a distance of 67.42 feet;





Thence North 47°39'18" West a distance of 101.73 feet to the POINT OF BEGINNING.

APN 1419-04-000-019

Document No. 725935 is provided pursuant to the requirements of NRS 111.312.

PARCEL 8:

Parcel 18 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Ranch, L.L.C., filed in the office of the County Recorder of Douglas County, State of Nevada on June 27, 2008, in Book 608, Page 7354, as File No. 725936 of Official Records, being more particularly described as follows:

A parcel of land situate in Sections 4, 9 and 10, Township 14 North, Range 19 East, MDM, Douglas County, Nevada and being more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 9;  
 Thence along the South line of the Southwest Quarter of said Section 4, South 88°59'58" West a distance of 1763.32 feet;  
 Thence leaving said South line, North 01°00'02" West a distance of 500.52 feet;  
 Thence North 61°22'11" East a distance of 255.88 feet;  
 Thence North 85°17'33" East a distance of 352.35 feet;  
 Thence North 29°04'35" East a distance of 257.50 feet;  
 Thence North 15°59'13" East a distance of 1018.32 feet;  
 Thence North 83°57'07" East a distance of 132.37 feet;  
 Thence North 43°34'46" East a distance of 75.90 feet;  
 Thence North 06°09'45" East a distance of 314.73 feet;  
 Thence North 39°21'07" East a distance of 317.38 feet;  
 Thence South 72°20'47" East a distance of 262.36 feet;  
 Thence South 39°46'59" East a distance of 347.54 feet;  
 Thence South 05°17'16" West a distance of 608.59 feet;  
 Thence South 87°41'38" East a distance of 159.24 feet;  
 Thence South 26°48'06" East a distance of 222.07 feet;  
 Thence South 48°57'17" East a distance of 205.33 feet;  
 Thence South 61°44'44" East a distance of 283.36 feet;  
 Thence along the arc of a non tangent curve to the right having a tangent bearing of South 45°27'14" West, a radius of 187.50 feet, a central angle of 07°10'40", a distance of 23.49 feet;  
 Thence along the arc of a reverse curve to the left having a radius of 672.50 feet, a central angle of 13°08'44", a distance of 154.29 feet;  
 Thence South 50°30'50" East a distance of 45.00 feet;  
 Thence along the arc of a non tangent curve to the left having a tangent bearing of South 39°29'10" West, a radius of 627.50 feet, a central angle of 07°42'42", a distance of 84.46 feet,



Thence along the arc of a reverse curve to the left having a radius of 1622.50 feet, a central angle of 00°39'51", a distance of 18.81 feet;  
Thence South 67°27'15" East a distance of 221.90 feet;  
Thence North 58°54'05" East a distance of 108.17 feet;  
Thence South 31°51'37" East a distance of 279.81 feet;  
Thence South 64°46'58" West a distance of 636.80 feet;  
Thence South 29°30'12" West a distance of 207.42 feet;  
Thence South 25°32'10" West a distance of 68.64 feet;  
Thence South 25°36'13" East a distance of 116.47 feet;  
Thence South 32°34'32" East a distance of 114.56 feet;  
Thence North 54°11'24" East a distance of 346.67 feet;  
Thence North 50°41'00" East a distance of 357.90 feet;  
Thence South 21°00'53" East a distance of 25.90 feet;  
Thence along the arc of a curve to the left having a radius of 80.00 feet, a central angle of 68°59'07", a distance of 96.32 feet;  
Thence South 90°00'00" East a distance of 28.33 feet;  
Thence along the arc of a curve to the right having a radius of 60.00 feet, a central angle of 107°26'33", a distance of 112.51 feet;  
Thence South 17°26'33" West a distance of 23.22 feet;  
Thence along the arc of a curve to the left having a radius of 40.00 feet, a central angle of 74°00'00", a distance of 51.66 feet;  
Thence South 56°33'27" East a distance of 29.30 feet;  
Thence South 03°00'37" East a distance of 2.63 feet;  
Thence along the arc of a curve to the left having a radius of 80.00 feet, a central angle of 96°00'50", a distance of 134.06 feet;  
Thence North 80°58'33" East a distance of 25.01 feet;  
Thence South 30°11'41" East a distance of 89.77 feet;  
Thence South 35°15'29" West a distance of 100.57 feet;  
Thence South 30°58'50" West a distance of 200.22 feet;  
Thence North 58°39'12" West a distance of 601.85 feet;  
Thence South 53°16'52" West a distance of 249.86 feet;  
Thence South 44°07'51" East a distance of 451.25 feet;  
Thence South 47°17'26" East a distance of 598.02 feet;  
Thence South 04°56'54" East a distance of 223.97 feet;  
Thence South 15°02'27" East a distance of 331.55 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of North 88°31'41" East, a radius of 402.50 feet, a central angle of 17°51'58", a distance of 125.51 feet;  
Thence along the arc of a reverse curve to the right having a radius of 872.50 feet, a central angle of 09°56'46", a distance of 151.46 feet;  
Thence North 33°54'49" East a distance of 200.32 feet;  
Thence along the arc of a curve to the left having a radius of 250.00 feet, a central angle of 45°32'37", a distance of 198.72 feet;  
Thence North 11°37'48" West a distance of 370.70 feet;



Thence North  $17^{\circ}56'11''$  West a distance of 240.68 feet;  
Thence North  $51^{\circ}44'09''$  East a distance of 89.47 feet;  
Thence South  $46^{\circ}59'26''$  East a distance of 666.05 feet;  
Thence South  $70^{\circ}20'38''$  East a distance of 472.32 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South  $71^{\circ}01'42''$  East, radius of 190.24 feet, a central angle of  $132^{\circ}21'15''$ , a distance of 439.46 feet;  
Thence along the arc of a non tangent reverse curve to the right having a tangent bearing of North  $21^{\circ}23'31''$  West, a radius of 350.00 feet, a central angle of  $00^{\circ}54'03''$ , a distance of 5.50 feet;  
Thence North  $20^{\circ}29'28''$  West a distance of 199.68 feet;  
Thence North  $60^{\circ}37'57''$  West a distance of 63.14 feet;  
Thence North  $79^{\circ}30'35''$  West a distance of 80.02 feet;  
Thence South  $67^{\circ}49'41''$  West a distance of 100.01 feet;  
Thence North  $86^{\circ}07'21''$  West a distance of 77.83 feet;  
Thence North  $62^{\circ}40'45''$  West a distance of 825.79 feet;  
Thence North  $27^{\circ}29'02''$  East a distance of 38.46 feet;  
Thence South  $78^{\circ}38'33''$  East a distance of 589.01 feet;  
Thence North  $55^{\circ}47'42''$  East a distance of 82.54 feet;  
Thence South  $82^{\circ}59'40''$  East a distance of 591.92 feet;  
Thence South  $59^{\circ}36'49''$  West a distance of 291.94 feet;  
Thence South  $23^{\circ}01'02''$  East a distance of 65.53 feet;  
Thence South  $51^{\circ}38'14''$  East a distance of 48.93 feet;  
Thence South  $20^{\circ}29'28''$  East a distance of 206.77 feet;  
Thence North  $65^{\circ}50'16''$  East a distance of 367.11 feet;  
Thence South  $23^{\circ}47'33''$  East a distance of 334.23 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of North  $74^{\circ}51'05''$  East, a radius of 302.50 feet, a central angle of  $10^{\circ}49'08''$ , a distance of 57.12 feet;  
Thence South  $25^{\circ}58'06''$  East a distance of 45.00 feet;  
Thence along the arc of a tangent curve to the left having a radius of 347.50 feet, a central angle of  $25^{\circ}23'48''$ , a distance of 154.03 feet;  
Thence South  $42^{\circ}28'35''$  East a distance of 266.97 feet;  
Thence South  $54^{\circ}46'19''$  West a distance of 214.17 feet;  
Thence South  $46^{\circ}13'22''$  West a distance of 165.58 feet;  
Thence South  $21^{\circ}07'41''$  West a distance of 236.11 feet;  
Thence South  $02^{\circ}25'17''$  East a distance of 369.11 feet;  
Thence South  $35^{\circ}14'49''$  East a distance of 192.44 feet;  
Thence South  $00^{\circ}57'54''$  East a distance of 183.86 feet;  
Thence South  $65^{\circ}09'05''$  West a distance of 272.90 feet;  
Thence North  $31^{\circ}34'52''$  West a distance of 257.65 feet;  
Thence South  $73^{\circ}42'36''$  West a distance of 150.46 feet;  
Thence South  $05^{\circ}30'33''$  East a distance of 213.63 feet;  
Thence South  $41^{\circ}21'31''$  West a distance of 277.29 feet;  
Thence South  $89^{\circ}12'38''$  West a distance of 120.46 feet;



Thence South 88°27'48" West a distance of 253.72 feet;  
Thence North 00°19'56" West a distance of 218.89 feet;  
Thence North 44°59'13" West a distance of 122.09 feet;  
Thence South 68°12'46" West a distance of 223.25 feet;  
Thence North 87°21'11" West a distance of 401.73 feet;  
Thence North 18°35'42" West a distance of 355.78 feet;  
Thence North 48°10'38" East a distance of 250.56 feet;  
Thence North 33°02'41" West a distance of 97.44 feet;  
Thence North 03°16'11" West a distance of 102.76 feet;  
Thence North 36°06'05" West a distance of 182.48 feet;  
Thence along the arc of a non tangent curve to the left having a tangent bearing of South 80°23'29" West, a radius of 827.50 feet, a central angle of 09°43'46", a distance of 140.52 feet;  
Thence along the arc of a reverse curve to the right having a radius of 447.50 feet, a central angle of 03°43'19", a distance of 29.07 feet;  
Thence South 00°00'44" West a distance of 360.19 feet;  
Thence South 84°16'51" West a distance of 200.65 feet;  
Thence North 39°52'47" West a distance of 240.95 feet;  
Thence North 04°06'30" East a distance of 235.44 feet;  
Thence along the arc of a non tangent curve to the right having a tangent bearing of North 61°00'31" West, a radius of 447.50 feet, a central angle of 19°33'06", a distance of 152.71 feet;  
Thence South 04°06'30" West a distance of 309.64 feet;  
Thence South 41°44'56" West a distance of 122.39 feet;  
Thence South 07°09'01" East a distance of 99.58 feet;  
Thence South 49°01'05" East a distance of 112.90 feet;  
Thence South 65°01'01" East a distance of 350.51 feet;  
Thence South 29°44'43" West a distance of 273.84 feet;  
Thence South 75°04'27" East a distance of 272.32 feet;  
Thence South 01°58'29" East a distance of 164.85 feet;  
Thence South 88°27'48" West a distance of 754.75 feet;  
Thence North 58°25'55" West a distance of 358.95 feet;  
Thence North 26°26'09" West a distance of 102.30 feet;  
Thence North 37°47'17" West a distance of 279.89 feet;  
Thence South 89°53'12" West a distance of 129.49 feet to a point on the West line of the Northeast Quarter of said Section 9;  
Thence along said West line, North 00°06'48" West a distance of 2120.31 feet to the POINT OF BEGINNING.

APN 1419-04-000-018

Document No. 725935 is provided pursuant to the requirements of NRS 111.312.



**ADDENDUM TO DEED OF TRUST  
WITH ASSIGNMENT OF RENTS**

THIS ADDENDUM TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Addendum**") is attached to and incorporated in full to that certain Deed of Trust With Assignment of Rents, dated as of June 14, 2013 (the "**Deed of Trust**"), executed by CLEAR CREEK RESIDENTIAL, LLC, a Delaware limited liability company, as trustor ("**Trustor**"), to FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee ("**Trustee**"), in favor of SIERRA CLOUDS, LLC, a Nevada limited liability company, as beneficiary ("**Beneficiary**"). Capitalized terms used herein shall have the same meanings as are given to them in the Deed of Trust, unless otherwise defined herein. In the event of any conflict between the provisions of this Addendum and the provisions of the Deed of Trust, the provisions of this Addendum shall govern.

1. Subordination and Cooperation. Notwithstanding anything to the contrary in the Deed of Trust, Beneficiary shall take such actions as are reasonably requested by Trustor to subordinate the lien of the Deed of Trust to (A) any map or series of maps (or equivalent subdivision approval creating a legal lot) recorded in the future for the Property to subdivide all or any portion of the Property into legal lots (and any other entitlements obtained in the future for the Property) provided that each such map (or equivalent subdivision approval) complies with all applicable laws and the recordation of the last map (or equivalent subdivision approval) for the Property (taking into account all maps and/or equivalent subdivision approvals recorded prior to the recordation of the last map (or equivalent subdivision approval) for the Property) results in the subdivision of the Property into approximately 384 lots (excluding any common area lots or parcels that Beneficiary is required to release for no consideration under paragraph 3 of this Addendum), (B) any covenants, conditions and restrictions (and/or any amendment and/or restatement to any covenants, conditions or restrictions) hereafter recorded by Trustor against any portion of the Property (in accordance with Section 11 of the Water Delivery Agreement, Grant of Easements and Consent and Subordination Regarding Agreement and Declaration of Covenants, Conditions and Restrictions entered into on or about August 2, 2012, by and among SPE GO, CCR II and Sierra Clouds (the "**WDAGE**")); (C) any easement hereafter granted by Trustor that encumbers any portion of the Property provided such easement is granted in the ordinary course of the development of the Property, (D) any easement granted by Trustor to SPE GO Holdings, Inc. or the then current owner (the "**Golf Course Owner**") of the golf course near the Property (the "**Golf Course**") that encumbers any portion of the Property so as to permit the Golf Course Owner (1) to utilize, maintain, repair and/or replace any existing utilities and/or infrastructure, and/or (2) to access portions of the Golf Course, which are otherwise not reasonably accessible except by traversing the Property, and (E) any restrictions that encumber the development of any portion of the Property that is hereafter granted by Trustor for the benefit of the Golf Course; provided, however, the subordination of the lien of the Deed of Trust to any of the matters described in clauses (B), (C), (D) and (E) above (including, without limitation, in the case of clauses (C) and (D) above, any easement created in the future under any covenants, conditions and restrictions currently encumbering any portion of the Property or any easement



hereafter created under the WDAGE shall require the approval of Beneficiary, which approval shall not be unreasonably withheld, delayed or conditioned. Furthermore, any subordination requested by Trustor after the date of this Addendum to any of the items described in clauses (B), (C), (D) or (E) above that imposes any out-of-pocket cost (other than any de minimis cost) on Beneficiary shall be deemed unreasonable for purposes of consent, unless Trustor agrees to reimburse Beneficiary promptly for any such out-of-pocket cost. Subject to the foregoing, Beneficiary shall cooperate with Trustor in Trustor's efforts to subdivide and otherwise entitle the Property including, without limitation, signing the maps and any and all other documents in such form as is determined by Trustor in its sole and absolute discretion.

2. Monetary Liens and Assessments. The Property is presently encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Clear Creek Tahoe dated July 27, 2008, and recorded in the Official Records of Douglas County, Nevada, on July 28, 2008, as Document No. 0727578 (the "**Declaration**"). The Declaration and possibly the WDAGE refer to and allow or may refer to or allow the grant and recordation of monetary assessments or liens on the Property or portions thereof (including, without limitation, homeowners' assessments). Notwithstanding any possible contrary provisions of the Declaration or the WDAGE, any monetary liens or assessments that burden the Property, or any portion thereof, granted pursuant to the Declaration or the WDAGE are and shall be subordinate (to the maximum extent allowed by law) to the Deed of Trust regardless of the date of the recordation of the Declaration, the WDAGE and/or the Deed of Trust (or the grant of a monetary assessment or lien under the Declaration or the WDAGE), except as follows:

A. The Deed of Trust shall be subordinate to any assessments for Common Expenses (as defined in the Declaration) based on the periodic budget adopted by the Association (as defined in the Declaration) pursuant to Nevada Revised Statute 116.3115, which would have become due in the absence of acceleration during the six (6) months immediately preceding a foreclosure sale of the lien of the Deed of Trust.

B. Following a foreclosure of the lien of the Deed of Trust, (A) the portion of the Property acquired by the purchaser at such foreclosure sale (or any successor to such purchaser) (collectively, the "**Foreclosure Purchaser**") shall remain subject to the terms of the Declaration and the WDAGE, and (B) the amount of all assessments, which relate to expenses incurred subsequent to such foreclosure sale, shall be assessed under the Declaration to the Foreclosure Purchaser (and any successor-in-interest thereto acquiring any portion of the Property).

Notwithstanding the foregoing, to the maximum extent allowed by law, the Foreclosure Purchaser shall not be liable for any Special Assessment or Capital Improvement Assessment (as such terms are defined in the Declaration) first adopted by the Association after a Notice of Default is recorded on the Deed of Trust if Trustor or a successor developer controls the Association at the time such Assessment is first adopted.

Except for the Approved Exceptions (as defined below) and except as otherwise permitted in the WDAGE and this paragraph 2, Trustor shall not suffer or allow the grant or



recordation of any monetary liens or assessments on the Property or any portion thereof that are senior to the Deed of Trust. The term "**Approved Exceptions**" means (A) any non-delinquent real property taxes and assessments imposed by any governmental or quasi-governmental agency or body, (B) taxes, assessments or similar items imposed by any governmental or quasi-governmental agency or body that are not shown as existing liens by the records of any taxing authority, (C) proceedings by any public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records, and (D) the lien of supplemental taxes, if any, assessed pursuant to the provisions of the Nevada Revised Statutes. Trustor shall execute and permit the recordation of such future instruments as may be reasonably necessary to confirm that any monetary liens or assessments that are required to be junior to the Deed of Trust under this Addendum are expressly subordinated to the Deed of Trust.

3. Partial Releases. Notwithstanding anything to the contrary in the Deed of Trust, Beneficiary shall release the lien of the Deed of Trust from any lot or parcel designated by Trustor (the "**Designated Lot**"), in Trustor's sole and absolute discretion, provided Beneficiary shall not be required to release any such Designated Lot that is not a legal lot or parcel until (i) the map (or equivalent subdivision approval creating a legal lot or parcel) has been recorded for such Designated Lot, and (ii) Trustor has paid the Release Payment to Beneficiary. The term "**Release Payment**" means the greater of (A) \$16,000 per acre (prorated for any partial acres), or (B) \$30,000 per Designated Lot. Any principal payment made by Trustor under Section 2.02(a) of the Note shall be credited as a Release Payment regardless whether such payment is made prior to or after the recordation of any map or series of maps for the Property. For example, if Trustor makes a required principal payment of One Million Dollars (\$1,000,000) under Section 2.02(a) of the Note, then Trustor shall have the right to secure the release of one (1) or more Designated Lots thereafter designated by Trustor in its sole and absolute discretion (provided each such Designated Lot is a legal lot or parcel at the time such designation is made by Trustor). Beneficiary shall provide all necessary documents to effectuate such release within ten (10) days after Trustor's written request. Beneficiary shall also provide to Trustor, within ten (10) days after Trustor's written request, without any payment of principal, any Release Payment or any other consideration, one or more releases from the lien of the Deed of Trust for any common area lots or parcels (i.e., any lots or parcels that will be developed for roads, a club house, amenities, etc. or otherwise used for common areas that are transferred or offered from time-to-time for dedication to any association created for the Property, any governmental or quasi-governmental entity or other third party in connection with the development of the Property; provided, however, Beneficiary shall not be required to release more than twenty percent (20%) of the total acreage in the aggregate contained in the Property pursuant to the terms of the preceding sentence.

Beneficiary shall execute any and all documents reasonably requested by Trustor to effectuate the partial release of the lien of the Deed of Trust required under the terms of this paragraph 3. Beneficiary shall reconvey its deed of trust on the balance of the Property and



otherwise take all actions necessary to remove any interest of Beneficiary from record title of the Property at such time as the Promissory Note has been paid in full.

4. Development of the Property. Notwithstanding anything in the Deed of Trust to the contrary, nothing in the Deed of Trust shall limit or restrict Trustor's right: (A) to encumber the Property with additional liens, security interests or deeds of trust provided the same are subordinate to the Deed of Trust, and (B) to entitle, construct improvements upon, or otherwise develop the Property, and to otherwise take all reasonable actions affecting the Property in order to accomplish the same.

5. Assignment of Clearance Rights Under CC&Rs. If Beneficiary acquires title to any portion of the Property through the foreclosure of the lien of the Deed of Trust, then Trustor hereby agrees to assign to Beneficiary any and all rights of declarant under any covenants, conditions and restrictions then encumbering the Property (collective, the "CC&Rs") to the extent such rights are assignable under such CC&Rs and under all applicable laws relating to the Property.

IN WITNESS WHEREOF, Trustor and Beneficiary have caused this Addendum to be duly executed and delivered as of the date first written above in the Deed of Trust.

"Trustor"

CLEAR CREEK RESIDENTIAL, LLC,  
a Delaware limited liability company

By: Clear Creek Partners, LLC,  
a Delaware limited liability company

Its: Sole Member

By:   
\_\_\_\_\_

James S. Taylor

Its: Chief Executive Officer/President

"Beneficiary"

SIERRA CLOUDS, LLC,  
a Nevada limited liability company

**SIGNED IN COUNTERPART**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





otherwise take all actions necessary to remove any interest of Beneficiary from record title of the Property at such time as the Promissory Note has been paid in full.

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"Trustor"

CLEAR CREEK RESIDENTIAL, LLC,  
a Delaware limited liability company

By: Clear Creek Partners, LLC,  
a Delaware limited liability company

Its: Sole Member

SIGNED IN COUNTERPART

By: \_\_\_\_\_

James S. Taylor

Its: Chief Executive Officer/President

"Beneficiary"

SIERRA CLOUDS, LLC,  
a Nevada limited liability company

By: JJKS, Inc.

By: \_\_\_\_\_

Name: Keith Serpa

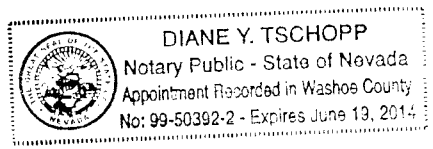
Title: Secretary



**ACKNOWLEDGMENT**

STATE OF NEVADA            )  
  )ss.  
COUNTY OF Washoe    )

This instrument was acknowledged before me on June 12, 2013, by James Taylor, as the Chief Executive Officer and President of Clear Creek Partners, LLC, a Delaware limited liability company, as the Sole Member of Clear Creek Residential, LLC, a Delaware limited liability company.



Diane Y. Tschopp  
Notary Public  
My Commission Expires: 06/13/2014

**ACKNOWLEDGMENT**

STATE OF NEVADA            )  
  )  
COUNTY OF \_\_\_\_\_)

This Addendum to Deed of Trust With Assignment of Rents was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, as \_\_\_\_\_ of Sierra Clouds LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

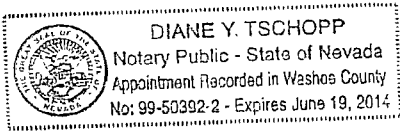


**ACKNOWLEDGMENT**

STATE OF NEVADA            )  
  )ss.  
COUNTY OF Washoe        )

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SIGNED IN COUNTERPART



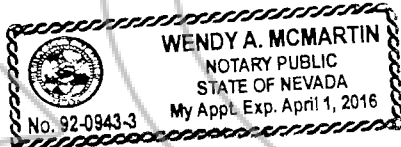
*Diane Y. Tschopp*  
Notary Public  
My Commission Expires: 6/19/2014

**ACKNOWLEDGMENT**

STATE OF NEVADA            )  
  )  
COUNTY OF \_\_\_\_\_ )

This Addendum to Deed of Trust With Assignment of Rents was acknowledged before me on this 13<sup>th</sup> day of June, 2013, by Keith Serpa, as Secretary of of Sierra Clouds LLC, a Nevada limited liability company.

JJKS, Inc.,  
Manager of



*Wendy A. McMartin*  
Notary Public  
My Commission Expires: 4/1/16