DOUGLAS COUNTY, NV

Rec:\$19.00 Total:\$19.00 2015-861147

04/29/2015 11:33 AM

RO ANDERSON ENG

Pgs=7

APN:1220-09-710-001,002,003,005,009, 012,013,014,015,016,017,018,020,021,022, 023,024,025,026,027 Mail tax statements to: 028,029,030,031,032, Lagunak, Inc. 033,034,035,036,037 038,039, and 046; 997 Kerry Lane 1220-09-310-001, Gardnerville, NV 89460

002,003,004,005,

006,007,008,009, When Recorded, Mail to:

010,012,014,015

Charles S. Zumpft, Esq. Minden Lawyers, LLC Post Office Box 2860 Minden, NV 89423



KAREN ELLISON, RECORDER

E03

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

I, the undersigned, hereby affirm that this document submitted for recording does not contain the Social Security number of any person or persons. (Per NRS 239B.030)

### QUITCLAIM DEED

THIS DEED is made this  $\gamma$ 973 day of 2015, by PAUL GILBERT, hereinafter referred to as "TRANSFEROR", and LAGUNAK, INC. hereinafter referred to as "TRANSFEREE".

#### WITNESSETH:

THAT THE TRANSFEROR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby release, remise and forever quitclaim to TRANSFEREE, and its heirs, successors and assigns, all of the interest of TRANSFEROR in and to the following described property situate in Douglas County, Nevada, more particularly described on Exhibit A attached hereto and made a part hereof.

TOGETHER WITH the personalty general described in Exhibit B attached hereto and made a part hereof.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging to the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said TRANSFEREE, and to its heirs, successors and assigns forever.

WITNESS my hand and official seal.

Notary Public

Notary Public

S:\GENERAL CLIENTS\Lagunak, Inc. (Cedar Creek CC&Rs)\Quitclaim Deed (Gilbert to Lagunak).doc

A parcel of land situated in and located within a portion of Section 9, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

#### PARCEL 1:

Commencing at the North one-quarter corner (N 1/2) of said Section 9, from which the Northeast corner of Section 9 bears North 89°50'00" East, 2627.12 feet per the Record of Survey for IDA F. & ANN WENNHOLD as recorded in Book 692 at Page 3256 as Document No. 281266;

Thence South 0015'19" East 2642.95 feet to the center of said Section 9;

Thence North 89°50'36" East 1312.00 feet:

Thence South 03°34'39" East, 484.23 feet to a nail and tag RLS 1586 in top of a fence post per The

Record of Survey for EDWIN and SUSAN HAASE and recorded as Document No. 304364;

Thence along an existing fence per said Document No. 304364 South 85°28'33" West, 132.07 feet;

Thence South 84°48'59" West, 97.48 feet;

Thence South 36°12'42" West, 98.70 feet;

Thence South 02°17'37" East, 265.60 feet to THE POINT OF BEGINNING, from which the North one-quarter corner of said Section 9 bears North 17°10'23" West, 3649.58 feet;

Thence continuing South 02°17'37" East, 475.55 feet;

Thence North 89°45'12" West, 1050.28 feet;

Thence North 46°11'36" West, 389.13 feet;

Thence South 31°35'51" West, 55.41 feet;

Thence North 46°38'19" West, 384.90 feet;

Thence North 82°48'44" East, 151.89 feet;

Thence North 80°00'10" East, 112.76 feet;

Thence South 84°28'58" East, 157.60 feet;

Thence North 82°10'42" East, 476.07 feet;

Thence South 57°17'13" East, 214.29 feet;

Thence South 84°54'59" East, 113.31 feet;

Thence North 88°09'50" East, 186.84 feet;

Thence North 86°22'48" East, 251.27 feet to THE POINT OF BEGINNING.

The Basis of Bearing of this description is the North line of Section 9, Township 12 North, Range 20 East, M.D.M., per Document No. 281266.

Said parcel of land further imposed as Adjusted Parcel 1, set forth on that certain Record of Survey filed for record on March 24, 1995, in Book 0395, of Official Records, at Page 3661, as Document No. 358621.

Assessor's Parcel No. 1220-09-701-001

"In compliance with Nevada Revised Statute 111.312, the herein above legal description was taken from Instrument recorded December 16, 2003, Book 1203, Page 7274, as File No. 0599719, recorded in the Official Records of Douglas County, State of Nevada."

PARCEL 2:



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An easement for access over existing road to operate and maintain irrigation ditches serving water to Parcel 1 hereinabove, over and across the following described parcel of land to wit:

A parcel of land located within a portion of the Southeast one-quarter (SE 1/2) of Section 9, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Gardnerville, Nevada, described as follows:

Commencing at the one-quarter (1/4) corner common to Sections 9 and 16, Township 12 North, Range 20 East, M.D.B.&M.

Thence South 89°34'33" East, 30.00 feet to the centerline of Tillman Lane as per Gardnerville Ranchos Unit No. 2 under Document No. 28377, Douglas County Recorder's Office;

Thence along said centerline of Tillman, North 00°25'27" East, 1320.89 feet to the Northerly rightof-way line of Dresslerville Road;

Thence along said Northerly right-of-way South 89°47'02" East, 1031.31 feet to THE POINT OF BEGINNING:

Thence continuing along said Northerly right-of-way South 89°47'02" East, 254.72 feet, more or less, to the West line of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of Section 9, Township 12 North, Range 20 East, M.D.B.&M.;

Thence along said Westerly line North 00°12'26" East, 840.02 feet;

Thence South 85°31'48" West, 132.28 feet; Thence South 85°14'13" West, 97.55 feet; Thence South 35°46'55" West, 98.70 feet; Thence South 02°14'45" East, 741.15 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM Lots 3, 5, 6, 7, 8, 9, 17, 23, 25, 52, 61, 65, 66 and 67 of the Final Map PD for CEDAR CREEK A PLANNED DEVELOPMENT, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 9, 2006, as File No. 669544.

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PG-4104

## CONSTRUCTION PERSONAL PROPERTY COLLATERAL

Pursuant to that certain Security Agreement of even date to this Deed of Trust, collateral includes but is not limited to the following:

All buildings, structures and improvements now located or later to be constructed on the real property described in Exhibit "A" (collectively the "Real Property"); together with

All existing and future appurtenances, privileges, easements, franchises and tenements of the. Real Property, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Real Property, all development rights and credits, fair : rights, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues; open or proposed, in front of or adjoining the Real Property; together with

All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("leases") relating to the use and enjoyment of all or any part of the Real Property. and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with

All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit "A" or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Real Property; together with

All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Real Property, whether stored on the Real Property or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment; together with

All building materials, equipment, work in process or other personal property of any kind, whether stored on the Real Property or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Real Property; together with

All of Grantor's interest in and to any interest reserve account ("Account"), Loan funds, whether disbursed or not ("Loan Funds"), any funds now or later held on deposit with Lender (whether deposited from Grantor's own funds, Loan Funds, or otherwise) for completion of construction ("Funds Account"); together with

All rights to the payment of money and all value arising from any and all existing and future interest rate protection agreements, and any and all other existing and future transactions between Grantor and Lender or any other party which may afford interest rate protection to all

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# Ts no. 59298 EXHIBIT "B" (CONTINUED) Title no. 730-1013675-93 CONSTRUCTION PERSONAL PROPERTY COLLATERAL (Continued)

or part of the loan; together with

All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Grantor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, note, drafts and letters of credit (other than letters of credit in favor of Lender), which arise from or relate to construction on the Real Property or to any business now or later to be conducted on it, or to the Real Property generally; together with

All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Real Property or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Real Property or the other property described above or any part of them, or breach of warranty in connection with the construction of the Real Property, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with

All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

Concurrently with signing of this Construction Deed of Trust ("Deed of Trust"), Grantor (referred to as "Debtor" in the UCC) is executing a Commercial Security Agreement ("Security Agreement") for the benefit of Lender (referred to as "Secured Party" in the UCC), encumbering certain property as therein described. The filing of a UCC shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust with respect to any property described in it which is real property. The intention of Grantor and Lender is that everything used in connection with the production of income from that real property, or adapted for use in or on it is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as, real property and part of the real property encumbered by the Deed of Trust regardless of whether or not the same is physically attached to the Improvements. Similarly, nothing in the UCC or Security Agreement shall be construed to alter any of the rights of Lender as determined by the Deed of Trust or the priority of Lender's lien thereby created. The UCC is declared to be for the protection of Lender in the event any court shall at any time hold that notice of Lender's priority of interest in any property or interests described in the Deed of Trust or Security Agreement must, in order to be effective against a particular class of persons, including, but not limited to, the United States Government or any of its agencies, be filed in the office where the UCC is filed.

Capitalized terms used above without definition have the meanings given them in the construction loan agreement executed concurrently herewith...

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STATE OF NEVADA	
DECLARATION OF VALUE	
1. Assessor Parcel Number(s)	
a) 1220-09-710-001,002,003,005,009	
h)012 013 014 015 016 017 019 020.	
b)012,013,014,015,016,017,018,020, c)021,022,023,024,026,026,027.	
0,021,022,023,024,026,021.	
d) 018, 029, 030, 031, 032, 033, 034,	
035,036,037,038,039 and 046)	
2. Type of Property: 1220.09-310,001,002,003,004,005	
d) 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040 046;  2. Type of Property: 1220.09-310,001,002,003,004,005  a) Vacant Land b) Single Fam. Res. 014, 015	
a) vacant Land b) Single ram. Res. 014,015	
c) Condo/Twnhse d) 2-4 Plex FOR RECORDERS OPTIONAL USE ONLY	
e) Apt. Bldg f) Comm'l/Ind'l BOOK PAGE	
DATE OF RECORDING	
g) Agricultural h) Mobile Home NOTES:	
i)	
	No.
3. Total Value/Sales Price of Property:	7
Deed in Lieu of Foreclosure Only (value of property)	7%
Transfer Tax Value:	
Real Property Transfer Tax Due: \$	<b>"</b>
Real Froperty Transfer Tax Duc.	
4. 7079	
4. <u>If Exemption Claimed:</u>	
a. Transfer Tax Exemption per NRS 375.090, Section #_3	
b. Explain Reason for Exemption:	~215
b. Explain Reason for Exemption:  Any Interest in common areas, and scape, defention on	1645
2 / SIVEOISI.	
5. Partial Interest: Percentage being transferred:%	
The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS	
375.110, that the information provided is correct to the best of their information and belief, and can be	
supported by documentation if called upon to substantiate the information provided herein. Furthermore, the	
parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may	
result in a penalty of 10% of the tax due plus interest at 1% per month.	
Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.	
ROXIGENSON the.	
Signature Md Magg	
Signature Capacity	
Salara,	
SELLER (GRANTOR) INFORMATION BUYER (GRANTEE) INFORMATION	
(REQUIRED) (REQUIRED)	
(MEQUINED)	
Print Name: Paul Gilbert Print Name: Lagunak, Inc.	
Address: Po Box 129 Address: 1490 Glenwood Dr.	
City: Gardnerville City: Gardnerville State: NV Zip: 89410 State: NV Zip: 89460	
State: NV Zip: 89410 State: NV Zip: 89460	
COMMANDED COMMENCE DE CONDRIG	
COMPANY/PERSON REQUESTING RECORDING	
(required if not the seller or buyer)	
Print Name: R.O. Anderson Eng. Escrow #	
Address: 603 Esmeralda	
City: Minden State: NV Zip: 89423	
(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)	
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