

When Recorded, Mail To:  
Lutheran Church Extension Fund  
10733 Sunset Office Drive, Suite 300  
Saint Louis, Missouri

ASSESSOR'S PARCEL NUMBER: 1320-32-702-010; 1320-32-702-011

(Space Above This Line For Recording Data)

LOAN NUMBER: 9990051901

### COMMERCIAL REAL ESTATE DEED OF TRUST

#### Future Advances are secured by this Deed of Trust

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is effective as of June 23, 2016 by the grantor(s) Trinity Lutheran Church of Gardnerville, Nevada a/k/a Trinity Lutheran Church a/k/a Trinity Lutheran Church, a Nevada Corporation, a Nevada Corporation, whose address is 1480 Douglas Ave., Gardnerville, Nevada 89410-5103 ("Grantor"). The trustee is First American Title Insurance Co. whose address is 2500 Paseo Verde Parkway, #120, Henderson, Nevada 89074-0000 ("Trustee"). The beneficiary is Lutheran Church Extension Fund - Missouri Synod, a Missouri nonprofit corporation, whose address is 10733 Sunset Office Drive, Suite 300, Saint Louis, Missouri 63127-1020 ("Lender"), which is organized and existing under the laws of the State of Missouri. Grantor owes Lender the principal sum of Three Hundred Thousand and 00/100 Dollars (U.S. \$300,000.00), which is evidenced by the promissory note dated June 23, 2016. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Three Hundred Thousand and 00/100 Dollars (U.S.

\$300,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Douglas, State of Nevada:

Address: 1480 Douglas Avenue, Gardnerville, Nevada 89410-5103

Legal Description: See Attached Exhibit "A"

Address: 1479 Douglas Avenue, Gardnerville, Nevada 89410-5103

Legal Description: See Attached Exhibit "A"

Parcel ID/Sidwell Number: 1320-32-702-010; 1320-32-702-011

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security

Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Trinity Lutheran Church of Gardnerville, Nevada a/k/a Trinity Lutheran Church a/k/a Trinity Lutheran Church, a Nevada Corporation to Lutheran Church Extension Fund - Missouri Synod, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on June 23, 2036.

**FUTURE ADVANCES.** This Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of whether Lender is obligated to make such future advances. Future advances are governed by Nevada Revised Statutes 106.300 through 106.400, as amended.

**WARRANTIES.** Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval,

which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

**Payment of Taxes and Other Applicable Charges.** Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

**Financial Information.** Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. Trustee hereby leases the conveyed Property to Grantor until this Security Instrument is either satisfied or released or until a default occurs. Grantor and any other person claiming an interest in the Property or any part thereof shall pay rent at the rate of 1 cent per month, payable on demand, and without notice or demand shall and will surrender peacefully possession of the Property to Trustee upon default or to the purchaser of the Property at any foreclosure sale. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any

other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**GRANTOR'S ASSURANCES.** At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

**DEFAULT.** Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Grantor/Mortgagor to Lender under the Indebtedness immediately due and payable without further notice of any kind notwithstanding anything to the contrary in the Indebtedness or any other agreement: (a) Grantor's/Mortgagor's failure to make any payment on time or in the amount due; (b) any default by Grantor/Mortgagor under the terms of the Indebtedness; (c) the death, dissolution or termination of existence of Grantor/Mortgagor or any guarantor; (d) Grantor/Mortgagor is not paying Grantor's/Mortgagor's debts as such debts become due; (e) the commencement of any proceeding under bankruptcy or insolvency laws by or against Grantor/Mortgagor or any guarantor or the appointment of a receiver; (f) any default under the terms of any other indebtedness of Grantor/Mortgagor to any other creditor; (g) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Grantor's/Mortgagor's property or any judgment is entered against Grantor/Mortgagor or any guarantor; (h) any part of Grantor's/Mortgagor's business is sold to or merged with any other business, individual, or entity; (i) any representation or warranty made by Grantor/Mortgagor to Lender in the Indebtedness or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (j) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with the Indebtedness terminates, attempts to terminate or defaults under any such Related Documents; (k) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Grantor/Mortgagor or any collateral securing the obligations owing to Lender by Grantor/Mortgagor. Upon the occurrence of an event of default, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Lender. In addition, Lender may pursue any remedy available under the Indebtedness, at law or in equity.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

**IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE**



GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Nevada including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**ORAL AGREEMENTS DISCLAIMER.** Pursuant to Section 432.047 of the Missouri Statutes, as amended from time to time, oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

Trinity Lutheran Church of Gardnerville, Nevada a/k/a Trinity Lutheran Church a/k/a Trinity Lutheran Church, a Nevada Corporation

By: John Seddon 6/21/16 Date  
Its: President

By: Cheryl Nafie 6-21-16 Date  
Its: Secretary


**BUSINESS ACKNOWLEDGMENT**

STATE OF NEVADA )  
COUNTY OF Douglas )

This instrument was acknowledged on the 21st of June, 2016, by John Seddon, President on behalf of Trinity Lutheran Church of Gardnerville, Nevada a/k/a Trinity Lutheran Church a/k/a Trinity Lutheran Church, a Nevada Corporation, a Nevada Corporation, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 5-22-18

 VICTORIA ANN BARRETT  
NOTARY PUBLIC  
STATE OF NEVADA  
Appt. No. 06-105635-5  
My Appt. Expires May 22, 2018

[Signature]  
06-105635-5  
Notary Public  
Identification Number

**BUSINESS ACKNOWLEDGMENT**

STATE OF NEVADA )  
 )  
COUNTY OF Douglas )

This instrument was acknowledged on the 21<sup>st</sup> day of June 2016, by Cheryl Nafie, Secretary on behalf of Trinity Lutheran Church of Gardnerville, Nevada a/k/a Trinity Lutheran Church a/k/a Trinity Lutheran Church, a Nevada Corporation, a Nevada Corporation, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 5-22-18



VICTORIA ANN BARRETT  
NOTARY PUBLIC  
STATE OF NEVADA  
Appt. No. 06-105635-5  
My Appt. Expires May 22, 2018

*(Signature)*  
06-105635-5  
Notary Public  
Identification Number

THIS INSTRUMENT PREPARED BY:  
Lutheran Church Extension Fund - Missouri Synod  
10733 Sunset Office Drive  
Suite 300  
Saint Louis, MO 63127-1020

AFTER RECORDING RETURN TO:  
Lutheran Church Extension Fund - Missouri Synod  
Cynthia Y. Revelle  
10733 Sunset Office Drive  
Suite 300  
Saint Louis, MO 63127-1020

# EXHIBIT "A"

## PARCEL I:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND LYING IN A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M., ON THE NORTHERLY SIDE OF MILL STREET IN THE TOWN OF GARDNERVILLE, DOUGLAS COUNTY, NEVADA, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

## PARCEL 1:

BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF THE PARCEL, ON THE NORTHERLY LINE OF MILL STREET AND THE WESTERLY LINE OF DOUGLAS AVENUE, IF PRODUCED, SAID POINT OF BEGINNING BEING DESCRIBED AS BEARING SOUTH 45°06' WEST, A DISTANCE OF THE 466.20 FEET FROM THE SO-CALLED MILL STREET MONUMENT OF SAID TOWN OF GARDNERVILLE, SAID MILL STREET MONUMENT BEING FURTHER DESCRIBED AS BEARING SOUTH 29°03' WEST, A DISTANCE OF 942.71 FEET FROM THE NE QUARTER CORNER COMMON TO SECTIONS 32 AND 33, TOWNSHIP 13 NORTH, RANGE 20 EAST, THENCE FROM THE POINT OF BEGINNING SOUTH 45°01' WEST, ALONG THE NORTHERLY LINE OF MILL STREET A DISTANCE OF 296.20 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF THE PARCEL, ON THE EASTERLY SIDE OF THE SPRINGMEYER DITCH; THENCE NORTH 58° 03' 30" WEST, ALONG THE EASTERLY SIDE OF SAID DITCH A DISTANCE OF 277.20 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF THE PARCEL; THENCE NORTH 45° 01' EAST, A DISTANCE OF 358.91 FEET TO THE NORTHEASTERLY CORNER OF THE PARCEL; THENCE SOUTH 44° 59' EAST, ALONG THE WESTERLY LINE OF MILL STREET, IF PRODUCED, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL. ALL BEARINGS ARE CORRELATED WITH THE STATE HIGHWAY THROUGH MAIN STREET IN GARDNERVILLE.

## PARCEL 2:

TOGETHER WITH A PERPETUAL EASEMENT, OR RIGHT OF WAY, OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS FOR INGRESS AND EGRESS TO THE SAID ABOVE DESCRIBED CHURCH LANDS, TO-WIT:

BEING THAT CERTAIN PIECE OR PARCEL OF LAND LYING IN A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M., ON THE NORTHERLY SIDE OF MILL STREET IN THE TOWN OF GARDNERVILLE, DOUGLAS COUNTY, NEVADA, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING AT A POINT AT THE SOUTHWEST CORNER OF THE PARCEL, ON THE NORTHERLY LINE OF MILL STREET AND THE WEST-LINE OF DOUGLAS AVENUE, IF PRODUCED, SAID POINT OF BEGINNING BEING DESCRIBED AS BEARING SOUTH 45° 06' WEST, A DISTANCE OF 466.20 FEET FROM THE SO-CALLED MILL STREET MONUMENT OF SAID TOWN OF GARDNERVILLE, SAID MILL STREET MONUMENT BEING FURTHER DESCRIBED AS BEARING SOUTH 29° 03' WEST, A DISTANCE OF 942.71 FEET FROM THE ONE-QUARTER CORNER COMMON TO SECTIONS 32 AND 33, TOWNSHIP 13 NORTH, RANGE 20 EAST; THENCE FROM THIS POINT OF BEGINNING NORTH 44° 59' WEST ALONG THE WESTERLY LINE OF DOUGLAS AVENUE, IF PRODUCED, A DISTANCE OF 270.00 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF THE PARCEL; THENCE NORTH 45° 01' EAST, A DISTANCE OF 50.00 FEET TO THE POINT AT THE NORTHEASTERLY CORNER OF THE PARCEL; THENCE SOUTH 44° 59' EAST; ALONG THE EASTERLY LINE OF DOUGLAS AVENUE, IF PRODUCED, A DISTANCE OF 270.00 FEET TO A POINT AT THE SOUTHEASTERLY CORNER OF THE PARCEL, ON THE NORTHERLY LINE OF MILL STREET; THENCE SOUTH 45° 01' WEST, ALONG THE NORTHERLY LINE OF MILL STREET, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL.



# EXHIBIT "A"

CONTINUED

ALL BEARINGS ARE CORRELATED WITH THE STATE HIGHWAY THROUGH MAIN STREET OF GARDNERVILLE. (N44°54'W.)

THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED APRIL 12, 1951 IN BOOK Z OF DEEDS, PAGE 444 AS INSTRUMENT NO. 7902.

PARCEL II:

PARCEL 1:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., FURTHER DESCRIBED AS FOLLOWS:

PARCEL 4-C, AS SHOWN ON PARCEL MAP OF COWPER HAMILTON BUILDING, INC., RECORDED DECEMBER 13, 1985, IN BOOK 1285, PAGE 958, INSTRUMENT NO. 128101, OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

PARCEL 2:

NON-EXCLUSIVE RECIPROCAL EASEMENTS FOR INGRESS, EGRESS AND PARKING AS SET FORTH IN THAT CERTAIN DOCUMENT ENTITLED, DECLARATION OF RECIPROCAL EASEMENTS FOR INGRESS, EGRESS AND PARKING WITH COVENANTS AND RESTRICTIONS AFFECTING LAND", RECORDED FEBRUARY 11, 2015 AS INSTRUMENT NO. 2015-856756 OF OFFICIAL RECORDS.