

APN: 1220-09-001-008, 011, 015,
016, 017, 1220-10-201-004, 005,
006, 007, 1220-10-302-002,
1220-10-303-001

Escrow No. 01705859-RLT

When recorded mail to:
Rife Silva & Co.
22 State Route 208
Yerington, NV 89447

DOUGLAS COUNTY, NV **2018-908944**
Rec:\$35.00
\$35.00 Pgs=16 01/09/2018 02:38 PM
TICOR TITLE - GARDNERVILLE
KAREN ELLISON, RECORDER

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST made December 7th, 2017, between RIVERTREE RANCH, LLC, a Nevada Limited Liability Company, herein called "Trustor", whose address is 1245 Centerville Lane, Gardnerville, NV 89460; TICOR TITLE COMPANY, a Nevada Corporation, herein called "Trustee"; and ALTON ANKER AND SUE ANKER, TRUSTEES OF THE ALTON AND SUE ANKER TRUST, as to an undivided 26.32% interest (representing a portion of the original principal contribution of \$500,000.00); Nevada Business Investments, LLC., a Nevada Limited Liability Company, as to an undivided 10.52% interest (representing a portion of the original principal contribution of \$200,000.00); William Frade and Janice Frade, Trustees of the WILLIAM AND JANICE FRADE TRUST, as to an undivided 21.05% interest (representing a portion of the original principal contribution of \$400,000.00), Bruce Park, Trustee of the BRUCE PARK FAMILY TRUST, as to an undivided 26.32% interest (representing a portion of the original principal contribution of \$500,000.00), and THOMAS BOBRICK, a single man, as to an undivided 15.08% (representing a portion

of the original principal contribution of \$300,000.00), herein collectively called
“Beneficiary”,

W I T N E S S E T H:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest
of Trustor in that certain real property and water rights situate in the County of Douglas,
State of Nevada, more particularly described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto
belonging or appertaining, and the reversion and reversions, remainder and remainders,
rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any
period of default hereunder, and without waiver of such default, to collect said rents,
issues and profits by any lawful means, and to apply the same, less costs and expenses of
collection to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of
\$1,900,000.00, according to the terms of a promissory note or notes of even date herewith
made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof;
(2) the performance of each agreement of Trustor incorporated herein by reference or
contained herein; and (3) payment of such additional sums which may hereafter be
loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting
that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good
condition and repair, provided that Trustor may, in the exercise of Trustor’s sole
discretion, remove and demolish any existing building or improvement thereon. In the
event Trustor elects to construct new buildings or improvements, the new buildings or
improvements shall be constructed in a good and workmanlike manner.
2. If new buildings or improvements are constructed, Trustor shall pay when
due all claims for labor performed and materials furnished therefor; to comply with all
laws, ordinances and regulations relating to any alterations or improvements made
thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any
act to be done in or upon said property in violation of any law, covenant, condition or
restriction affecting said Property.

3. During the continuance of this Trust, Trustor covenants to keep all buildings that may be constructed or renovated on the Property 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. Said insurance shall be in 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, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, 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 necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor agrees to pay and discharge all costs, fees and expenses of this Trust incurred in connection with any default by Trustor.

5. To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; 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 or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay its reasonable fees.

6. Trustor promises and agrees that if during the existence of this Trust, thereby commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any party thereof, be made or asserted, it will appear in and defend any such matter supporting to affect the security and will pay all costs and damages arising because of such action.

7. Any award 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 it in the same manner and with the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

8. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

10. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or effect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

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

12. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

13. The following covenant Nos. 1, 2, 3, 4 (interest 8.50%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

14. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

15. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

16. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

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17. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

TRUSTOR:

RIVERTREE RANCH, LLC, a Nevada limited liability company

By: 
Corporate Management Services, Inc
James S. Bradshaw, President

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 7 December, 2017,
by James S. Bradshaw.


Notary Public



**EXHIBIT A
LEGAL DESCRIPTION**

Escrow No.01705859 RLT

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

Parcel 1-A:

Parcel 4B as set forth on land Division Map for Anne Wennhold, et als, filed for record in the office of the Douglas County Recorder on October 29, 1993, in Book 1093, Page 6197, as Document No. 321488.

Excepting therefrom that portion of said land that lies Southwesterly of the ordinary high water line of the East fork of the Carson River.

Parcel 1-B:

A right of way for roadway about 25 feet in width as shown in Bond for Deed recorded September 17, 1900, Book B of Misc., page 45 and in Deed recorded in Book M of Deeds, page 273, both of Douglas County, Nevada Records.

Parcel 1-C:

A 20 foot wide Private Access and Public Utility Easement located within the Northwest one-quarter (NW 1/4) of Section 9, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, within an existing dirt traveled way, the centerline of which is described as follows:

Commencing at the center 1/4 corner of Section 9, Township 12 North, Range 20 East, M.D.M., as shown on the Record of Survey for Ida F. and Anne Wennhold, recorded in Book 692, at Page 3256 as Document No. 281266; thence North 00°15' West, 1342.9 feet to the Point of Beginning; thence North 69°29' West, 136.1 feet, thence North 87°15' West, 341.8 feet, thence North 60°58' West, 823.1 feet; thence North 75°29' West, 100.9 feet; more or less to the Easterly Right-of-way line of Centerville lane, the Point of Termination.

Book 303, Page 1263, as Document No. 570590 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-09-001-008

Parcel 2-A:

Adjusted Parcel 4C as shown on the Record of Survey to Support a Boundary Line Adjustment for Rivertree Ranch, LLC, recorded March 29, 2002, in the office of Recorder, Douglas County, Nevada in Book 302, Page 11312, as Document No. 538341.

A parcel of land located within a portion of the Northeast one-quarter (NE) of Section 9, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of Parcel 4-A as shown on the Map of Division Into Large Parcels for Anne, Ida F. and George Wennhold recorded October 29, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 321488;

thence along the westerly boundary of said Parcel 4-A, South 00°14'58" East, 1321.47 feet;

thence continuing South 00°14'58" East, 690.74 feet to the POINT OF BEGINNING;

thence North 89°50'36" East, 1312.37 feet to a point on the easterly boundary of Parcel 4-C as shown on said Document No. 321488;

thence along said easterly boundary of Parcel 4-C, South 00°12'56" East, 630.73 feet to the southeast corner of said Parcel 4-C;

thence along the southerly boundary of said Parcel 4-C, South 89°50'36" West, 1312.00 feet to the southwest corner of said Parcel 4-C;

thence along the westerly boundary of said Parcel 4-C, North 00°14'58" West, 630.73 feet to the POINT OF BEGINNING.

Parcel 2-B:

A 30' private access easement recorded March 29, 2002 in said office of Recorder in Book 302, at Page 11309, as Document No. 538340.

Parcel 2-C:

A right of way for roadway about 25 feet in width as shown in Bond for Deed recorded September 17, 1900, Book B of Misc., Page 45 and in Deed recorded in Book M of Misc , Page 273, both of Douglas County, Nevada Records.

Parcel 2-D:

A 20 foot wide Private Access and Public Utility Easement located within the Northwest one-quarter (NW 1/4) of Section 9, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, within an existing dirt traveled way, the centerline of which is described as follows:

Commencing at the center 1/4 corner of Section 9, Township 12 North, Range 20 East, M.D.M., as shown on that Record of Survey for Ida F. and Anne Wennhold, recorded in Book 692, at Page 3256 as Document No. 281266: thence North 00°15' West, 1342.9 feet to the POINT OF BEGINNING;

thence North 69°29' West, 136.1 feet, thence North 87°15' West, 341.8 feet, thence North 60°58' West, 823.1 feet; thence North 75°29' West, 100.9 feet; more or less to the Easterly right-of-way line of Centerville Lane, the POINT OF TERMINATION.

Book 303, Page 8951, as Document No. 570590 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-09-001-011

PARCEL 3:

Parcel 6 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Rivertree Ranch, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 2, 2008, in Book 608, Page 364, as File No. 724376, Official Records, being more particularly described as follows:

A parcel of land located within a portion of the Northeast one-quarter (NE1/4) of Section 9 and a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east one-quarter (E1/4) corner of Section 9, T.12N., R.20E., M.D.M. as shown on the Record of Survey for Ida F. and Anne Wennhold filed for record June 18, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 281266, said point being the southwest corner of Parcel 3 as shown on said Document No. 281266 and the southeast corner of Parcel 4-D as shown on the Map of Division into Large Parcels for Anne Wennhold, Ida F. Wennhold and George Wennhold filed for record October 29, 1993 in said office of Recorder as Document No. 321488;

thence along the southerly line of said Parcel 4-D, South 89°50'36" West, 832.56 feet to the POINT OF BEGINNING;

thence continuing along said southerly line of Parcel 4-D, South 89°50'36" West, 479.44 feet to the southwest corner of said Parcel 4-D;

thence along the westerly line of said Parcel 4-D, North 00°12'56" West, 396.77 feet;

thence North 55°35'06" East, 1946.83 feet to a point on the ordinary high water mark of the west bank of the East Fork of the Carson River;

thence along said ordinary high water mark the following four courses:

South 46°10'18" East, 45.81 feet;

South 44°29'36" East, 266.26 feet;

South 36°17'41" East, 139.17 feet;

South 29°39'01" East, 102.72 feet;

thence South 55°35'06" West, 1791.77 feet;

thence South 00°09'24" East, 60.00 feet to the POINT OF BEGINNING.

Book 608, Page 352, as Document No. 724375 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-09-001-015

PARCEL 4:

Parcel 7 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Rivertree Ranch, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 2, 2008, in Book 608, Page 364, as File No. 724376, Official Records, being more particularly described as follows:

A parcel of land located within a portion of the Northeast one-quarter (NE1/4) of Section 9 and a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east one-quarter (E1/4) corner of Section 9, T.12N., R.20E., M.D.M. as shown on the Record of Survey for Ida F. and Anne Wennhold filed for record June 18, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 281266, said point being the southwest corner of Parcel 3 as shown on said Document No. 281266 and the southeast corner of Parcel 4-D as shown on the Map of Division into Large Parcels for Anne Wennhold, Ida F. Wennhold and George Wennhold filed for record October 29, 1993 in said office of Recorder as Document No. 321488;

thence along the southerly line of said Parcel 4-D, South 89°50'36" West, 1312.00 feet to the southwest corner of said Parcel 4-D;

thence along the westerly line of said Parcel 4-D, North 00°12'56" West, 396.77 feet to the POINT OF BEGINNING;

thence continuing along said westerly line of Parcel 4-D, North 00°12'56" West, 604.53 feet;
thence North 55°35'06" East, 1486.06 feet to a point on the ordinary high water mark of the west bank of the East Fork of the Carson River;

thence along said ordinary high water mark the following three courses:

South 50°14'07" East, 136.94 feet;

South 48°14'34" East, 189.82 feet;

South 46°10'18" East, 187.88 feet;

thence South 55°35'06" West, 1946.83 feet to the POINT OF BEGINNING.

Book 608, Page 352, as Document No. 724375 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-09-001-016

PARCEL 5:

Parcel 8 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Rivertree Ranch, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 2, 2008, in Book 608, Page 364, as File No. 724376, Official Records, being more particularly described as follows:

A parcel of land located within a portion of the Northeast one-quarter (NE1/4) of Section 9, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east one-quarter (E1/4) corner of Section 9, T.12N., R.20E., M.D.M. as shown on the Record of Survey for Ida F. and Anne Wennhold filed for record June 18, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 281266, said point being the southwest corner of Parcel 3 as shown on said Document No. 281266 and the southeast corner of Parcel 4-D as shown on the Map of Division into Large Parcels for Anne Wennhold, Ida F. Wennhold and George Wennhold filed for record October 29, 1993 in said office of Recorder as Document No. 321488;

thence along the southerly line of said Parcel 4-D, South 89°50'36" West, 1312.00 feet to the southwest corner of said Parcel 4-D;

thence along the westerly line of said Parcel 4-D, North 00°12'56" West, 630.73 feet to the northeast corner of Adjusted Parcel 4C as shown on the Record of Survey to Support a Boundary Line Adjustment for Rivertree Ranch, LLC filed for record March 29, 2002 in said office of Recorder as Document No. 538341, the POINT OF BEGINNING;

thence along the northerly line of said Adjusted Parcel 4C, South 89°50'36" West, 1312.37 feet to the northwest corner of said Adjusted Parcel 4C;

thence along the westerly line of said Parcel 4-C and Parcel 4-A as shown on Document No. 321488, North 00°14'58" West, 2012.21 feet to the northwest corner of said Parcel 4-A;

thence along the northerly line of said Parcel 4-A, North 89°50'00" East, 1167.64 feet to a point on the ordinary high water mark of the west bank of the East Fork of the Carson River;

thence along said ordinary high water mark the following nine courses:

South 59°54'44" East, 143.50 feet;

South 67°39'19" East, 162.05 feet;

South 55°44'33" East, 187.56 feet;

South 62°33'21" East, 173.41 feet;

South 65°54'24" East, 155.44 feet;

South 60°08'44" East, 319.39 feet;

South 64°44'52" East, 110.58 feet;

South 53°30'49" East, 227.74 feet;

South 50°14'07" East, 121.07 feet;

thence South 55°35'06" West, 1486.06 feet;

thence South 00°12'56" East, 370.57 feet to the POINT OF BEGINNING.

Book 608, Page 352, as Document No. 724375 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-09-001-017

PARCEL 6:

Parcel 2 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Rivertree Ranch, LLC, according to the map thereof, filed in the office of the County Recorder of

Douglas County, State of Nevada, on June 2, 2008, in Book 608, Page 364, as File No. 724376, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east one-quarter (E1/4) corner of Section 9, T.12N., R.20E., M.D.M. as shown on the Record of Survey for Ida F. and Anne Wennhold filed for record June 18, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 281266, said point being the southwest corner of Parcel 3 as shown on said Document No. 281266 and the southeast corner of Parcel 4-D as shown on the Map of Division into Large Parcels for Anne Wennhold, Ida F. Wennhold and George Wennhold filed for record October 29, 1993 in said office of Recorder as Document No. 321488;

thence along the southerly line of said Parcel 3, North 89°52'44" East, 39.07 feet;
thence continuing along said southerly line of Parcel 3, North 89°36'51" East, 1165.18 feet to the northwest corner of Parcel 5 as shown on said Document No. 281266, the POINT OF BEGINNING;

thence North 45°19'00" East, 319.81 feet to a point on the ordinary high water mark of the west bank of the East Fork of the Carson River;
thence along said ordinary high water mark the following two courses:
South 49°50'16" East, 106.90 feet;
South 59°22'10" East, 65.18 feet;

thence South 45°19'00" West, 322.96 feet to a point on the southerly line of said Parcel 5;
thence along said southerly line of Parcel 5, North 78°09'00" West, 110.40 feet to the southwest corner of said Parcel 5;
thence along the westerly line of said Parcel 5, North 18°36'00" West, 86.20 feet to the POINT OF BEGINNING.

Book 608, Page 352, as Document No. 724375 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-10-201-004

PARCEL 7:

Parcel 3 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Rivertree Ranch, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 2, 2008, in Book 608, Page 364, as File No. 724376, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east one-quarter (E1/4) corner of Section 9, T.12N., R.20E., M.D.M. as shown on the Record of Survey for Ida F. and Anne Wennhold filed for record June 18, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 281266, said point being the southwest

corner of Parcel 3 as shown on said Document No. 281266 and the southeast corner of Parcel 4-D as shown on the Map of Division into Large Parcels for Anne Wennhold, Ida F. Wennhold and George Wennhold filed for record October 29, 1993 in said office of Recorder as Document No. 321488;

thence along the southerly line of said Parcel 3, North 89°52'44" East, 39.07 feet; thence continuing along said southerly line of Parcel 3, North 89°36'51" East, 557.45 feet to the POINT OF BEGINNING;

thence North, 60.00 feet;
thence North 56°52'15" East, 709.03 feet to a point on the ordinary high water mark of the west bank of the East Fork of the Carson River;
thence along said ordinary high water mark the following two courses:
South 45°45'26" East, 159.45 feet;
South 49°50'16" East, 166.33 feet;

thence South 45°19'00" West, 319.81 feet to a point on the southerly line of said Parcel 3, said point also being the northwest corner of Parcel 5 as shown on said Document No. 281266;
thence along said southerly line of Parcel 3, South 89°36'51" West, 607.73 feet to the POINT OF BEGINNING.

Book 608, Page 352, as Document No. 724375 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-10-201-005

PARCEL 8:

Parcel 4 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Rivertree Ranch, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 2, 2008, in Book 608, Page 364, as File No. 724376, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east one-quarter (E1/4) corner of Section 9, T.12N., R.20E., M.D.M. as shown on the Record of Survey for Ida F. and Anne Wennhold filed for record June 18, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 281266, said point being the southwest corner of Parcel 3 as shown on said Document No. 281266 and the southeast corner of Parcel 4-D as shown on the Map of Division into Large Parcels for Anne Wennhold, Ida F. Wennhold and George Wennhold filed for record October 29, 1993 in said office of Recorder as Document No. 321488;

thence along the southerly line of said Parcel 3, North 89°52'44" East, 39.07 feet;
thence continuing along said southerly line of Parcel 3, North 89°36'51" East, 82.77 feet to the POINT OF BEGINNING;

thence North, 60.00 feet;

thence North 57°16'47" East, 1041.35 feet to a point on the ordinary high water mark of the west bank of the East Fork of the Carson River;
thence along said ordinary high water mark the following two courses:
South 49°02'47" East, 188.75 feet;
South 45°45'26" East, 69.49 feet;

thence South 56°52'15" West, 709.03 feet;
thence South, 60.00 feet to a point on said southerly line of Parcel 3;
thence along said southerly line of Parcel 3, South 89°36'51" West, 474.68 feet to the POINT OF BEGINNING.

Book 608, Page 352, as Document No. 724375 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-10-201-006

PARCEL 9:

Parcel 5 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Rivertree Ranch, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 2, 2008, in Book 608, Page 364, as File No. 724376, Official Records, being more particularly described as follows:

A parcel of land located within a portion of the Northeast one-quarter (NE1/4) of Section 9 and a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east one-quarter (E1/4) corner of Section 9, T.12N., R.20E., M.D.M. as shown on the Record of Survey for Ida F. and Anne Wennhold filed for record June 18, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 281266, said point being the southwest corner of Parcel 3 as shown on said Document No. 281266 and the southeast corner of Parcel 4-D as shown on the Map of Division into Large Parcels for Anne Wennhold, Ida F. Wennhold and George Wennhold filed for record October 29, 1993 in said office of Recorder as Document No. 321488, the POINT OF BEGINNING;

thence along the southerly line of said Parcel 4-D, South 89°50'36" West, 832.56 feet;
thence North 00°09'24" West, 60.00 feet;
thence North 55°35'06" East, 1791.77 feet to a point on the ordinary high water mark of the west bank of the East Fork of the Carson River;
thence along said ordinary high water mark the following four courses:
South 29°39'01" East, 72.57 feet;
South 37°23'12" East, 275.78 feet;
South 41°30'30" East, 202.81 feet;
South 49°02'47" East, 19.54 feet;

thence South 57°16'47" West, 1041.35 feet;
thence South, 60.00 feet to a point on the southerly line of said Parcel 3;
thence continuing along said southerly line of Parcel 3, South 89°36'51" West, 82.77 feet;

thence continuing along said southerly line of Parcel 3, South 89°52'44" West, 39.07 feet to the POINT OF BEGINNING.

Book 608, Page 352, as Document No. 724375 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-10-201-007

PARCEL 10:

Parcel 1 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Rivertree Ranch, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 2, 2008, in Book 608, Page 364, as File No. 724376, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the east one-quarter (E1/4) corner of Section 9, T.12N., R.20E., M.D.M. as shown on the Record of Survey for Ida F. and Anne Wennhold filed for record June 18, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 281266, said point being the southwest corner of Parcel 3 as shown on said Document No. 281266 and the southeast corner of Parcel 4-D as shown on the Map of Division into Large Parcels for Anne Wennhold, Ida F. Wennhold and George Wennhold filed for record October 29, 1993 in said office of Recorder as Document No. 321488;

thence along the southerly line of said Parcel 3, North 89°52'44" East, 39.07 feet;
thence continuing along said southerly line of Parcel 3, North 89°36'51" East, 1165.18 feet to the northwest corner of Parcel 5 as shown on said Document No. 281266;
thence along the westerly line of said Parcel 5, South 18°36'00" East, 86.20 feet to the southwest corner of said Parcel 5;

thence along the southerly line of said Parcel 5, South 78°09'00" East, 110.40 feet to the POINT OF BEGINNING;

thence North 45°19'00" East, 322.96 feet to a point on the ordinary high water mark of the west bank of the East Fork of the Carson River;

thence along said ordinary high water mark the following courses:

South 59°22'10" East, 259.52 feet;

South 69°38'08" East, 184.41 feet;

South 70°34'17" East, 200.59 feet;

South 69°23'03" East, 174.03 feet;

North 87°09'39" East, 152.64 feet;

South 88°11'17" East, 189.36 feet to a point on the easterly line-of said Parcel 5;

thence South 00°06'27" East, 156.81 feet to the southeast corner of said Parcel 5, said point also being the northeast corner of Parcel A as shown on the Subdivision Map of Country Club Estates filed for record July 17, 1967 in said office of Recorder as Document No. 37147;

thence along the easterly line of said Parcel A, South 00°14'50" West, 52.92 feet to the southeast corner of said Parcel A;

thence along the southerly line of said Parcel A the following courses:

North 71°03'20" West, 325.47 feet;

North 75°22'00" West, 161.45 feet;

North 82°46'00" West, 416.18 feet to the southwest corner of said Parcel A;

thence along the westerly line of said Parcel A, North 08°50'51" East, 50.03 feet to a point on said southerly line of Parcel 5;

thence along said southerly line of Parcel 5, North 82°46'00" West, 454.05 feet to the POINT OF BEGINNING.

Book 608, Page 352, as Document No. 724375 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1220-10-302-002

Parcel 11-A:

Parcel 5 as set forth on Record of Survey for Ida F. and Anne Wennhold, filed for record in the office of the Douglas County Recorder on June 18, 1992, in Book 692, Page 3256, as Document No. 281266, Official Records.

EXCEPTING THEREFROM that portion of said land that lies within the ordinary high water line of the East Fork of the Carson River.

FURTHER EXCEPTING THEREFROM that portion lying Southwesterly of the East Fork of the Carson River.

Parcel 11-B:

A right of way for roadway about 25 feet in width as shown in Bond for Deed recorded September 17, 1900, Book B of Misc., Page 45 and in Deed recorded in Book M of Misc., Page 273, both of Douglas County, Nevada Records.

Parcel 11-C:

A 20 foot wide Private Access and Public Utility Easement located within the Northwest one-quarter (NW 1/4) of Section 9, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, within an existing dirt traveled way, the centerline of which is described as follows:

COMMENCING at the center 1/4 corner of Section 9, Township 12 North, Range 20 East, M.D.M., as shown on that Record of Survey for Ida F. and Anne Wennhold, recorded in Book 692, at Page 3256 as Document No. 281266;

Thence North 00°15' West, a distance of 1,342.9 feet to the POINT OF BEGINNING;

Thence North 69°29' West, a distance of 136.1 feet;

Thence North 87°57' West, a distance of 341.8 feet;
Thence North 60°58' West, a distance of 823.1 feet;
Thence North 75°29' West, a distance of 100.9 feet; more or less to the Easterly right-of-way line
of Centerville Lane, the POINT OF TERMINATION.

Book 1194, Page 3644, as Document No. 351200 is provided pursuant to the requirements of
Section 6.NRS 111.312.

APN: 1220-10-303-001

Water rights specifically excluded from and not encumbered by this security instrument:
The following surface water rights settled in that certain action entitled "*United States of
America, Plaintiff v. Alpine Land and Reservoir Company, a Corporation et al,
Defendants*", the same in Equity Docket No. D-183 in the United States District Court for
the District of Nevada, which are on file in the Nevada State Engineer's Office:

- Claim 180 9.0 acres
- Claim 181 (a portion) 5.9 acres
- Claim 182 30.0 acres
- Claim 183 51.0 acres
- Claim 184 11.0 acres
- Claim 185 14.0 acres
- Claim 188 10.0 acres
- Claim 269 13.5 acres
- Claim 321 9.9 acres

Water rights specifically encumbered by this security instrument:
The following surface water rights heretofore adjudicated in that certain action entitled
"*United States of America, Plaintiff v. Alpine Land and Reservoir Company, a Corporation
et al, Defendants*", the same in Equity Docket No. D-183 in the United States District Court
for the District of Nevada, which are on file in the Nevada State Engineer's Office:

- Claim 181 (a portion) 9.1 acres
- Claim 326 23.24 acres
- Claim 146 (a portion) 31.01 acres
- Permit 49867 (a portion) 27.09 acres (changed a portion of Claim 146)
- Permit 49868 52.63 acres (changed a portion of Claim 141)

Totals 143.07 acres