

**Recording Requested By  
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Busch Law Firm PLLC  
5520 S. Harlan St.  
Littleton, CO 80123

APN: 1318-27-001-004,  
1318-27-001-015,  
1318-27-001-016,  
1318-27-001-017 &  
1318-22-002-107

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CVL01423  
Search Ring Name:  
Cell Site Name: Edgewood (NV)  
Fixed Asset No.: 14296257  
State: Nevada  
County: Douglas

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("Agreement"), dated as of the last of the signature dates below (the "Effective Date"), is entered into by and among U.S. Bank National Association, a national banking association, having a mailing address of 229 Kingsbury Grade, Stateline, NV 89449 (hereinafter referred to as "Lender"), Edgewood Companies, a Nevada corporation having, a mailing address of P.O. Box 2249, Zephyr Cove, NV 89449 (hereinafter referred to as "Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Tenant").

**WITNESSETH:**

**WHEREAS**, Tenant has entered into a certain Option and Structure Lease Agreement dated as of October 5, 2018 (the "Lease") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, Lender has made a loan to Landlord in the original principal amount of Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000.00), which loan has been secured by a certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 30, 2015, and recorded on October 1, 2015 as Document Number 2015-870550 in the Official Records of the County Recorder of Douglas County, California (the "Deed of Trust"), upon that certain real property located in the County of Douglas, State of Nevada 89449 [APN: 1318-27-001-004, 1318-27-001-015, 1318-27-001-016, 1318-27-001-017 & 1318-22-002-107] ("Property"), a part of which Property contains the Premises; and

**WHEREAS**, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Lender hereby consents to the Lease to the extent that Lender's consent is required, if at all, pursuant to the Deed of Trust or any other agreement(s) pertaining to the Property.

2. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Deed of Trust insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Deed of Trust had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

3. In the event Lender takes possession of the Premises as mortgagee-in-possession or lender-in-possession or its substantive equivalent, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Deed of Trust, Lender agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Lender's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

4. In the event that Lender succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Lender and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Lender and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Lender succeeded to the interest of Landlord; provided, however, that Lender will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

5. In the event that Lender or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Deed of Trust, or upon the sale of the Premises by Lender or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 4 above) under all of the terms, covenants and conditions of the Lease.

6. Lender understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Deed of Trust and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Lender will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Lender hereby expressly waives any interest which Lender may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Lender hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

7. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Lender", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Lender and/or the Deed of Trust, whether directly or indirectly.

8. This Agreement may be executed in two (2) or more counterpart originals, and when the original counterpart signatures are assembled together, shall constitute one integrated instrument. All parties need not sign the same counterpart.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

"LANDLORD"

Edgewood Companies,  
a Nevada corporation

By: [Signature]  
Name: John McLaughlin  
Its: President / CEO  
Date: 10/5/18, 2018

By: \_\_\_\_\_  
Name: na  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2018

"LENDER"

U.S. Bank National Association,  
a national banking association

By: [Signature]  
Name: Brian Hogan  
Its: Regional President  
Date: October 5, 2018

"TENANT"

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: [Signature]  
Name: Michael Gulbord  
Director  
Its: Construction & Engineering  
Date: 10/16/18, 2018

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING FOUR (4) PAGES]

**LANDLORD ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEVADA )  
County of DOUGLAS )

On OCTOBER 05, 2018 before me, SHEREE K ASHAPA, NOTARY PUBLIC.  
(insert name and title of the officer)

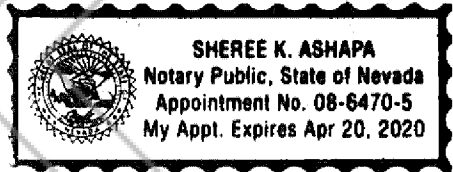
personally appeared JOHN McHAUGHLEN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



**LENDER ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEVADA )  
County of DOUGLAS )

On OCTOBER 05, 2018 before me, SHEREE K ASHAPA, NOTARY PUBLIC.  
(insert name and title of the officer)

personally appeared BRIAN P. HOGAN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



**TENANT ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA  
County of CONTRA COSTA

On OCT 16, 2018 before me, Kamartic Kongeal NOTARY public  
(insert name and title of the officer)

personally appeared Michael Qui Buro  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. Martic Kongeal (Seal)



**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 9

**The "Property" is legally described as follows:**

**PARCEL 1:**

REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE SOUTH HALF OF SECTION 22, AND THE NORTH HALF OF SECTION 27, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE INTERSECTION OF THE CALIFORNIA-NEVADA STATE LINE AND THE WESTERN RIGHT-OF-WAY LINE OF LAKE PARKWAY, FROM WHICH A GENERAL LAND OFFICE (GLO) BRASS CAP MONUMENT, ALSO ON SAID STATE LINE, STAMPED "1946", SHOWN ON PARCEL MAP DOCUMENT #361489 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, BEARS SOUTH 47°51'50" EAST A DISTANCE OF 487.96 FEET;

THENCE; THE FOLLOWING FOURTEEN (14) COURSES:

1. ALONG SAID STATE LINE NORTH 47°51'50" WEST A DISTANCE OF 1263.56 FEET TO A GLO BRASS CAP MONUMENT AS SHOWN ON SAID DOCUMENT #361489 OF OFFICIAL RECORDS OF DOUGLAS COUNTY;
2. CONTINUING ALONG SAID STATE LINE NORTH 47°51'50" WEST A DISTANCE OF 124.43 FEET TO A POINT ON THE LOW WATER LINE OF LAKE TAHOE, BEING ELEVATION 6223.0 FEET ABOVE MEAN SEA LEVEL ON LAKE TAHOE DATUM (NGVD29);
3. LEAVING SAID STATE LINE AND CONTINUING ALONG THE SAID LOW WATER LINE OF LAKE TAHOE NORTH 03°53'55" EAST A DISTANCE OF 151.92 FEET;
4. CONTINUING ALONG SAID LOW WATER LINE, NORTH 01°05'58" WEST A DISTANCE OF 1421.87 FEET;
5. CONTINUING ALONG SAID LOW WATER LINE NORTH 07°47'41" WEST A DISTANCE OF 1209.12 FEET AS PER BOOK 288 PAGE 501 OF OFFICIAL RECORDS OF DOUGLAS COUNTY;
6. CONTINUING ALONG SAID LOW WATER LINE NORTH 12°25'21" WEST A DISTANCE OF 776.32 FEET;
7. LEAVING SAID LOW WATER LINE SOUTH 85°08'03" EAST A DISTANCE OF 434.79 FEET;
8. SOUTH 60°14'33" EAST A DISTANCE OF 4256.91 TO A POINT ON THE NORTH LINE OF SECTION 27, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., FROM WHICH SAID POINT THE NORTHEAST CORNER OF SAID SECTION 27 BEARS SOUTH 87°53'49" EAST A DISTANCE OF 233.68 FEET;
9. SOUTH 60°14'33" EAST A DISTANCE OF 141.07 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY 50;

10. ALONG SAID WESTERN RIGHT-OF-WAY OF U.S. HIGHWAY 50 SOUTH 28°47'40" WEST A DISTANCE OF 1741.07 FEET TO A POINT ON THE NORTHWEST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 50 AND LAKE PARKWAY (FORMERLY KNOWN AS LOOP ROAD) BEING THE BEGINNING OF A TANGENT CURVE;

11. CONTINUING ALONG THE ARC OF A 35.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 54.98 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" TO THE NORTHERN RIGHT-OF-WAY LINE OF LAKE PARKWAY;

12. ALONG THE NORTHERN RIGHT-OF-WAY LINE OF LAKE PARKWAY NORTH 61°12'20" WEST A DISTANCE OF 195.37 FEET;

13. CONTINUING ALONG THE NORTHWESTERN RIGHT-OF-WAY OF LAKE PARKWAY ON AN ARC OF A 1230.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 2018.21 FEET, HAVING A CENTRAL ANGLE OF 94°00'44";

14. CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 24°46'56" WEST A DISTANCE OF 256.51 FEET, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM; RESULTANT LOT 2 (PARCEL 2), RESULTANT LOT 3 (PARCEL 3) AND RESULTANT LOT 4 (PARCEL 4) DESCRIBED HEREIN.

ALSO KNOWN AS LOT 1 OF RECORD OF SURVEY, RECORDED AUGUST 11, 2015 AS INSTRUMENT NO. 867832, OFFICIAL RECORDS, DOUGLAS COUNTY.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED AUGUST 11, 2015 AS INSTRUMENT NO. 867887, OFFICIAL RECORDS, DOUGLAS COUNTY.

PARCEL 2:

REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE NORTH HALF OF SECTION 27, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE INTERSECTION OF THE CALIFORNIA-NEVADA STATE LINE AND THE WESTERN RIGHT-OF-WAY LINE OF LAKE PARKWAY, FROM WHICH A GENERAL LAND OFFICE (GLO) BRASS CAP MONUMENT, ALSO ON SAID STATE LINE, STAMPED "1946", SHOWN ON PARCEL MAP DOCUMENT #361489 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, BEARS SOUTH 47°51'50" EAST A DISTANCE OF 487.96 FEET. THENCE, NORTH 27°23'22" WEST A DISTANCE OF 894.01 FEET TO THE TRUE POINT OF BEGINNING.

THENCE THE FOLLOWING FIFTY-FOUR (54) COURSES:

1. NORTH 73°15'03" EAST A DISTANCE OF 20.00 FEET;

2. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 73°22'35" EAST, A RADIUS OF 91.90 FEET, AN ARC LENGTH OF 25.90 AND AN INTERNAL ANGLE OF 16°08'52";

3. ALONG A TANGENT LINE BEARING NORTH 00°28'33" WEST A DISTANCE OF 23.50 FEET;

4. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 52.80 FEET, AN ARC LENGTH OF 74.28 FEET, AND AN INTERNAL ANGLE OF 80°36'22";

5. CONTINUING ALONG A TANGENT LINE BEARING NORTH 80°07'49" EAST A DISTANCE OF 69.16 FEET;



6. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH  $84^{\circ}17'18''$  EAST, A RADIUS OF 218.00 FEET, AN ARC LENGTH OF 84.73 FEET AND AN INTERNAL ANGLE OF  $22^{\circ}16'09''$ ;
7. ALONG A TANGENT LINE BEARING NORTH  $16^{\circ}33'27''$  EAST A DISTANCE OF 90.00 FEET;
8. CONTINUING ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 67.20 FEET, AN ARC LENGTH OF 93.96 FEET AND AN INTERNAL ANGLE OF  $80^{\circ}06'43''$ ;
9. ALONG A NON-TANGENT LINE BEARING NORTH  $26^{\circ}21'11''$  EAST A DISTANCE OF 70.41 FEET;
10. ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH  $15^{\circ}41'07''$  WEST, A RADIUS OF 109.00 FEET, AN ARC DISTANCE OF 21.57 FEET AND AN INTERNAL ANGLE OF  $11^{\circ}20'18''$ ;
11. ALONG A TANGENT LINE BEARING NORTH  $62^{\circ}58'35''$  EAST A DISTANCE OF 45.00 FEET;
12. CONTINUING ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 34.00 FEET, AN ARC LENGTH OF 75.50 FEET AND AN INTERNAL ANGLE OF  $127^{\circ}13'49''$ ;
13. CONTINUING ALONG A TANGENT LINE BEARING NORTH  $64^{\circ}15'14''$  WEST A DISTANCE OF 27.00 FEET;
14. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 24.20 FEET, AN ARC LENGTH OF 44.70 FEET AND AN INTERNAL ANGLE OF  $105^{\circ}49'53''$ ;
15. CONTINUING ALONG A TANGENT REVERSE-CURVE TO THE LEFT HAVING A RADIUS OF 47.50 FEET, AN ARC LENGTH OF 16.10 FEET AND AN INTERNAL ANGLE OF  $19^{\circ}25'13''$ ;
16. ALONG A NON-TANGENT LINE BEARING NORTH  $67^{\circ}23'05''$  WEST A DISTANCE OF 32.94 FEET;
17. ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH  $87^{\circ}20'37''$  WEST, A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 36.69 FEET AND AN INTERNAL ANGLE OF  $21^{\circ}01'10''$ ;
18. ALONG A TANGENT LINE BEARING NORTH  $18^{\circ}21'47''$  WEST A DISTANCE OF 24.00 FEET;
19. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 77.00 FEET, AN ARC LENGTH OF 28.30 FEET AND AN INTERNAL ANGLE OF  $21^{\circ}03'29''$ ;
20. CONTINUING ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 3.00 FEET, AN ARC LENGTH OF 5.33 FEET AND AN INTERNAL ANGLE OF  $101^{\circ}47'43''$ ;
21. CONTINUING ALONG A TANGENT LINE BEARING SOUTH  $75^{\circ}30'35''$  EAST A DISTANCE OF 15.54 FEET;
22. NORTH  $14^{\circ}36'46''$  EAST A DISTANCE OF 48.98 FEET;
23. NORTH  $75^{\circ}23'14''$  WEST A DISTANCE OF 17.55 FEET;
24. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3.00 FEET, AN ARC LENGTH OF 4.37 FEET AND AN INTERNAL ANGLE OF  $83^{\circ}27'39''$ ;
25. CONTINUING ALONG A TANGENT REVERSE-CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 34.50 FEET AND AN INTERNAL ANGLE OF  $24^{\circ}06'22''$ ;

26. CONTINUING ALONG A TANGENT LINE BEARING NORTH 16°01'57" WEST A DISTANCE OF 22.30 FEET;
27. NORTH 84°10'48" WEST A DISTANCE OF 36.10 FEET;
28. SOUTH 72°01'42" WEST A DISTANCE OF 11.00 FEET;
29. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3.00 FEET, AN ARC DISTANCE OF 4.71 FEET AND AN INTERNAL ANGLE OF 89°57'16";
30. CONTINUING ALONG A TANGENT LINE BEARING NORTH 18°01'02" WEST A DISTANCE OF 17.00 FEET;
31. SOUTH 72°01'42" WEST A DISTANCE OF 278.00 FEET;
32. ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF SOUTH 72°01'42" WEST, A RADIUS OF 9.00 FEET, AN ARC LENGTH OF 17.30 FEET AND AN INTERNAL ANGLE OF 110°08'07";
33. SOUTH 51°53'35" WEST A DISTANCE OF 34.00 FEET;
34. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 67.00 FEET, AN ARC DISTANCE OF 89.00 FEET AND AN INTERNAL ANGLE OF 76°06'34";
35. CONTINUING ALONG A REVERSE-CURVE TO THE LEFT HAVING A RADIUS OF 11.50 FEET, AN ARC DISTANCE OF 15.00 FEET AND AN INTERNAL ANGLE OF 74°44'01";
36. CONTINUING ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET, AN ARC DISTANCE OF 41.00 FEET AND AN INTERNAL ANGLE OF 48°56'25";
37. CONTINUING ALONG A TANGENT LINE BEARING SOUTH 04°19'43" WEST AN DISTANCE OF 34.00 FEET;
38. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 193.00 FEET, AN ARC DISTANCE OF 61.00 FEET AND AN INTERNAL ANGLE OF 18°06'33";
39. CONTINUING ALONG A TANGENT LINE BEARING SOUTH 22°26'16" WEST A DISTANCE OF 9.12 FEET;
40. CONTINUING ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 186.00 FEET, AN ARC LENGTH OF 143.00 FEET AND AN INTERNAL ANGLE OF 44°03'00";
41. CONTINUING ALONG A REVERSE-CURVE TO THE RIGHT HAVING A RADIUS OF 163.00 FEET, AN ARC LENGTH OF 98.00 FEET AND AN INTERNAL ANGLE OF 34°26'52";
42. SOUTH 78°47'54" EAST A DISTANCE OF 63.00 FEET;
43. SOUTH 11°12'06" WEST A DISTANCE OF 33.90 FEET;
44. SOUTH 78°47'55" EAST A DISTANCE OF 5.81 FEET;
45. SOUTH 11°11'54" WEST A DISTANCE OF 21.00 FEET;
46. SOUTH 78°46'41" EAST A DISTANCE OF 12.00 FEET;
47. SOUTH 11°12'57" WEST A DISTANCE OF 33.49 FEET;
48. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF SOUTH

13°41'01" WEST, A RADIUS OF 100.68 FEET, AN ARC LENGTH OF 132.71 FEET AND AN INTERNAL ANGLE OF 75°31'21";

49. SOUTH 00°47'38" EAST A DISTANCE OF 44.50 FEET;

50. CONTINUING ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 84.00 FEET, AN ARC DISTANCE OF 122.00 FEET AND AN INTERNAL ANGLE OF 83°12'55";

51. CONTINUING ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 166.00 FEET, AN ARC LENGTH OF 83.00 FEET AND AN INTERNAL ANGLE OF 28°38'52";

52. ALONG A NON-TANGENT LINE BEARING SOUTH 22°34'00" EAST A DISTANCE OF 12.00 FEET;

53. NORTH 67°26'00" EAST A DISTANCE OF 7.50 FEET;

54. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 24.39 FEET, AN ARC LENGTH OF 40.29 FEET AND AN INTERNAL ANGLE OF 94°39'20" TO THE TRUE POINT OF BEGINNING.

ALSO KNOW AS LOT 2 OF RECORD OF SURVEY, RECORDED AUGUST 11, 2015 AS INSTRUMENT NO. 867832, OFFICIAL RECORDS, DOUGLAS COUNTY.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED AUGUST 11, 2015 AS INSTRUMENT NO. 867887, OFFICIAL RECORDS, DOUGLAS COUNTY.

PARCEL 3:

REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE NORTH HALF OF SECTION 27, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE INTERSECTION OF THE CALIFORNIA-NEVADA STATE LINE AND THE WESTERN RIGHT-OF-WAY LINE OF LAKE PARKWAY, FROM WHICH A GENERAL LAND OFFICE (GLO) BRASS CAP MONUMENT, ALSO ON SAID STATE LINE, STAMPED "1946", SHOWN ON PARCEL MAP DOCUMENT #361489 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, BEARS SOUTH 47°51'50" EAST A DISTANCE OF 487.96 FEET. THENCE, NORTH 32°30'02" WEST A DISTANCE OF 463.71 FEET TO THE TRUE POINT OF BEGINNING.

THENCE THE FOLLOWING THIRTY (30) COURSES:

1. NORTH 01°17'12" WEST A DISTANCE OF 23.66 FEET;
2. SOUTH 88°42'48" WEST A DISTANCE OF 49.83 FEET;
3. NORTH 37°48'49" WEST A DISTANCE OF 338.69 FEET;
4. NORTH 05°34'59" WEST A DISTANCE OF 78.17 FEET;
5. NORTH 84°25'04" EAST A DISTANCE OF 47.25 FEET;

6. NORTH 05°34'53" WEST A DISTANCE OF 35.46 FEET;
7. ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 15°36'50" WEST A RADIUS OF 178.00 FEET, AN ARC LENGTH OF 21.60 FEET AND AN INTERNAL ANGLE OF 06°57'10";
8. NORTH 67°26'00" EAST A DISTANCE OF 7.50 FEET;
9. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 24.39 FEET, AN ARC LENGTH OF 40.29 FEET AND AN INTERNAL ANGLE OF 94°39'20";
10. NORTH 73°15'03" EAST A DISTANCE OF 20.00 FEET;
11. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 73°22'35" EAST, A RADIUS OF 91.90 FEET, AN ARC LENGTH OF 25.90 AND AN INTERNAL ANGLE OF 16°08'52";
12. NORTH 00°28'33" WEST A DISTANCE OF 23.50 FEET;
13. CONTINUING ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 52.80 FEET, AN ARC LENGTH OF 74.28 FEET, AND AN INTERNAL ANGLE OF 80°36'22";
14. NORTH 80°07'49" EAST A DISTANCE OF 69.16 FEET;
15. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF NORTH 84°17'18" EAST, A RADIUS OF 218.00 FEET, AN ARC LENGTH OF 84.73 FEET AND AN INTERNAL ANGLE OF 22°16'09";
16. NORTH 16°33'27" EAST A DISTANCE OF 90.00 FEET;
17. CONTINUING ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 67.20 FEET, AN ARC LENGTH OF 93.96 FEET AND AN INTERNAL ANGLE OF 80°06'43";
18. NORTH 26°21'11" EAST A DISTANCE OF 70.41 FEET;
19. ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 15°41'07" WEST, A RADIUS OF 109.00 FEET, AN ARC DISTANCE OF 21.57 FEET AND AN INTERNAL ANGLE OF 11°20'18";
20. NORTH 62°58'35" EAST A DISTANCE OF 45.00 FEET;
21. CONTINUING ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 34.00 FEET, AN ARC LENGTH OF 20.85 FEET AND AN INTERNAL ANGLE OF 35°07'55";
22. ALONG A NON-TANGENT LINE BEARING SOUTH 30°23'13" EAST A DISTANCE OF 92.24 FEET;
23. SOUTH 07°45'49" EAST A DISTANCE OF 102.19 FEET;
24. SOUTH 04°41'01" WEST A DISTANCE OF 142.51 FEET;

25. SOUTH 12°20'25" EAST A DISTANCE OF 191.38 FEET;
26. SOUTH 06°12'15" WEST A DISTANCE OF 153.90 FEET;
27. SOUTH 33°09'49" WEST A DISTANCE OF 112.41 FEET;
28. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIAL BEARING OF SOUTH 41°47'52" WEST, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 78.45 FEET AND AN INTERNAL ANGLE OF 74°54'49";
29. SOUTH 26°42'41" WEST A DISTANCE OF 52.36 FEET;
30. SOUTH 88°42'48" WEST A DISTANCE OF 71.70 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOW AS LOT 3 OF RECORD OF SURVEY, RECORDED AUGUST 11, 2015 AS INSTRUMENT NO. 867832, OFFICIAL RECORDS, DOUGLAS COUNTY.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED AUGUST 11, 2015 AS INSTRUMENT NO. 867887, OFFICIAL RECORDS, DOUGLAS COUNTY.

PARCEL 4:

REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE INTERSECTION OF THE CALIFORNIA-NEVADA STATE LINE AND THE WESTERN RIGHT-OF-WAY LINE OF LAKE PARKWAY, FROM WHICH A GENERAL LAND OFFICE (GLO) BRASS CAP MONUMENT, ALSO ON SAID STATE LINE, STAMPED "1946", SHOWN ON PARCEL MAP DOCUMENT #361489 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, BEARS SOUTH 47°51'50" EAST A DISTANCE OF 487.96 FEET. THENCE, NORTH 08°10'10" WEST A DISTANCE OF 2610.55 FEET TO THE TRUE POINT OF BEGINNING.

THENCE; THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 84°58'56" EAST A DISTANCE OF 92.78 FEET;
  2. NORTH 26°51'53" EAST A DISTANCE OF 260.93 FEET;
  3. CONTINUING ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 218.00 FEET, AN ARC DISTANCE OF 233.80 FEET AND AN INTERNAL ANGLE OF 61°26'54";
  4. NORTH 34°35'01" WEST A DISTANCE OF 194.00 FEET;
  5. SOUTH 83°37'15" WEST A DISTANCE OF 151.00 FEET;
  6. SOUTH 05°08'45" EAST A DISTANCE OF 284.50 FEET;
  7. SOUTH 06°56'52" EAST A DISTANCE OF 325.11 FEET TO THE TRUE POINT OF BEGINNING.
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ALSO KNOW AS LOT 4 OF RECORD OF SURVEY, RECORDED AUGUST 11, 2015 AS INSTRUMENT NO. 867832, OFFICIAL RECORDS, DOUGLAS COUNTY.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED AUGUST 11, 2015 AS INSTRUMENT NO. 867887, OFFICIAL RECORDS, DOUGLAS COUNTY.

PARCEL 5:

A PRIVATE MAIN ACCESS EASEMENT RECORDED AUGUST 12, 2015 IN A GRANT DEED (BOUNDARY LINE ADJUSTMENT) AS INSTRUMENT NO. 867887.

PARCEL 6:

A PUBLIC AND PEDESTRIAN AND BEACH ACCESS EASEMENT RECORDED AUGUST 12, 2015 IN A GRANT DEED (BOUNDARY LINE ADJUSTMENT) AS INSTRUMENT NO. 867887.

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**APN: 1318-27-001-004, 1318-27-001-015, 1318-27-001-016, 1318-27-001-017 & 1318-22-002-107**

**The "Premises" is described and/or depicted as follows:**

[One (1) Page Depiction of the Premises Suitable for Recording in Douglas County Appears on Following Page]

