

APN: 1420-05-401-005

Escrow No. 247084-COM
248004-COM

Alpen Mortgage NV License #2121
Alpen Mortgage NMLS #363496

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

WGASA, L.L.C.
c/o 4GROUP, LLC
9237 E. Via De Ventura, Ste 205
Scottsdale, AZ 85258
Attention: Daniel D. Diethelm

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

247084/248004

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT ("**Agreement**") is made and entered into September 3, 2019, between WGASA, L.L.C., an Arizona limited liability company ("**WGASA**"), and PROJECT LM, LLC, a Nevada limited liability company ("**Seller**").

RECITALS

A. JC VALLEY KNOLLS, LLC, a Nevada limited liability company ("**Borrower**") executed and delivered to Seller a promissory note ("**Seller Note**"), dated **July 9, 2018**, in the principal sum of **\$8,900,000** ("**Seller Loan**"), which loan is secured by a Deed of Trust dated **July 9, 2018**, executed by Borrower for the benefit of Seller, and recorded **July 12, 2018**, in the official records of Douglas County, Nevada ("**Official Records**"), as Document No. **2018-916675** ("**Seller Deed of Trust**"), that encumbers, among other things, the real property described on **Exhibit A** attached hereto ("**Property**"). The Seller Note, Seller Deed of Trust and all documents that now or hereafter evidence, secure or otherwise relate to the Seller Loan, as they may be modified, amended, extended, restated or replaced from time to time, are collectively called the "**Seller Loan Documents**."

B. Borrower executed and delivered to WGASA a promissory note, dated September 3, 2019, in the principal sum of **\$5,405,481** ("**WGASA Multi-Family Loan**"), which loan is secured by a Deed of Trust and Security Agreement and Fixture Filing with Assignment of Leases and Rents by Borrower dated September 3, 2019, executed by

Borrower for the benefit of WGASA, and recorded September 4, 2019, in the Official Records, as Document No. 2019-Concurrently ("**WGASA Multi-Family Deed of Trust**"), that encumbers, among other things, the Property. The WGASA Multi-Family Deed of Trust and all documents that now or hereafter evidence, secure or otherwise relate to the WGASA Multi-Family Loan, including, without limitation, that Payment-In-Kind Deed of Trust ("**WGASA Multi-Family PIK Deed of Trust**"), as each of the same may be modified, amended, extended, restated or replaced from time to time, are collectively called the "**WGASA Multi-Family Loan Documents**."

C. Borrower executed and delivered to WGASA a promissory note, dated September 3, 2019, in the principal sum of \$1,700,000 ("**WGASA Single-Family Loan**" and together with the WGASA Multi-Family Loan, individually and collectively, the "**WGASA Loan**"), which loan is secured by a Deed of Trust and Security Agreement and Fixture Filing with Assignment of Leases and Rents by Borrower dated September 3, 2019, executed by Borrower for the benefit of WGASA, and recorded September 4, 2019, in the Official Records, as Document No. 2019-Concurrently ("**WGASA Single-Family Deed of Trust**" and together with the WGASA Multi-Family Deed of Trust, individually and collectively, the "**WGASA Deed of Trust**"), that encumbers, among other things, the Property. The WGASA Single-Family Deed of Trust and all documents that now or hereafter evidence, secure or otherwise relate to the WGASA Single-Family Loan, including, without limitation, that Payment-In-Kind Deed of Trust ("**WGASA Single-Family PIK Deed of Trust**" and together with the Multi-Family PIK Deed of Trust, the "**WGASA PIK Deed of Trust**"), as each of the same may be modified, amended, extended, restated or replaced from time to time, are collectively called the "**WGASA Single-Family Loan Documents**" and together with the WGASA Multi-Family Loan Documents, individually and collectively, the "**WGASA Loan Documents**").

D. A portion of the WGASA Multi-Family Loan in the sum of \$2,225,000 ("**Principal Pay-Down**") is being used to pay-down the Seller Loan such that, concurrently herewith, the principal amount of the Seller Loan is being reduced to the sum of \$6,675,000.

E. Following the execution and delivery of this Agreement, it is anticipated that the Property will be subdivided into four (4) Parcels, Parcel A, Parcel B, Parcel C and Parcel D, as depicted on the Parcel Map attached to this Agreement at **Exhibit B** ("**Parcel Map**").

F. Until the recording of the Parcel Map in the Official Records, the WGASA Deed of Trust will be junior and subordinate to the Seller Deed of Trust with regard to the entirety of the Property. On and after the recording of the Parcel Map in the Official Records, the parties intend that the respective priorities of the WGASA Deed of Trust and the Seller Deed of Trust, as to portions of the Property, will be as set forth in this Agreement. Nothing in this Agreement is intended to affect the priority position of the WGASA PIK Deed of Trust as to any portion of the Property.

NOW, THEREFORE, in consideration of the foregoing, the Principal Pay-Down, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Seller Loan – No Breach.** Notwithstanding anything to the contrary provided in the Seller Loan Documents, the existence of the WGASA Loan, the execution and delivery of the WGASA Loan Documents, and the recording in the Official Records of the WGASA Deed of Trust and the WGASA PIK Deed of Trust, do not and shall not constitute a breach of, or default under, the Seller Loan Documents.

2. **Parcel C - Subordination to WGASA Multi-Family Loan.** Upon the recording of the Parcel Map in the Official Records, and the creation of Parcel C as shown on the Parcel Map:

(a) As to Parcel C as shown on and created by the Parcel Map, Seller fully and unconditionally subordinates the liens of the Seller Deed of Trust, any accompanying UCC-1 financing statements, and all other rights of Seller under the Seller Loan Documents, to the WGASA Multi-Family Deed of Trust and accompanying UCC-1 financing statements. In this regard, the parties agree that, as to Parcel C as shown on and created by the Parcel Map, the WGASA Multi-Family Deed of Trust and accompanying UCC-1 financing statements are deemed to have been recorded and/or filed prior to the recording and/or filing of the Seller Deed of Trust and any accompanying UCC-1 financing statements. Seller's subordination in this **Section 2(a)** does not extend to the WGASA PIK Deed of Trust; such instrument is excluded from Seller's agreement set forth in this **Section 2(a)** and nothing in this Agreement shall affect or change the priority positions as between the Seller Deed of Trust and the WGASA PIK Deed of Trust.

(b) WGASA may unconditionally, without affecting the subordination set forth in **Section 2(a)** above and without notice to or consent from Seller: (i) provided any amendment or modification does not increase the face amount of the promissory note secured by the WGASA Multi-Family Deed of Trust, WGASA may modify or amend the WGASA Multi-Family Loan Documents; (ii) release or compromise any obligation of any nature with respect to the WGASA Multi-Family Loan Documents; (iii) refrain from exercising and exercise any powers or rights which WGASA may have under the WGASA Multi-Family Loan Documents; and (iv) assign, sell or transfer all or any interest in the WGASA Multi-Family Loan.

(c) Seller agrees that the WGASA Multi-Family Deed of Trust secures any and all future advances of principal made under the WGASA Multi-Family Loan Documents in an amount not to exceed **\$5,405,481**, plus any protective advances, and that the priority of the lien for such future advances of principal dates from the time that the WGASA Multi-Family Deed of Trust is recorded in the Official Records, and that the subordination set forth in **Section 2(a)** applies to all such future advances under the WGASA Multi-Family Loan. The term "**protective advances**" means reasonable out-of-pocket disbursements made by WGASA with respect to Parcel C for taxes and assessments, for insurance premiums, to remove or prevent imposition of unauthorized liens upon Parcel C, and to protect Parcel C from loss, casualty, waste, or other similar impairment, diminution or reduction in value.

(d) The parties intend for this Agreement to be self-effectuating; that is, no other document is required to be executed, delivered or recorded to effect the terms of this Section 2(a); provided, however, concurrently with the recording of the Parcel Map in the Official Records, and the creation of Parcel C as shown on the Parcel Map, Seller shall execute and deliver to WGASA, such other further documents that WGASA reasonably requests to confirm the subordination set forth in Section 2(a).

3. **Parcel C - Seller Deed of Trust Lien.** Seller agrees to fully and unconditionally reconvey to Borrower Parcel C as shown on and created by the Parcel Map upon payment to Seller of an aggregate sum of \$1,700,000 (“Parcel C Sum”). In this regard, Seller agrees that, notwithstanding anything to the contrary in the Seller Loan Documents, the Parcel C Sum may be paid in whole, or in part over time; and that, until the Parcel C Sum is paid in full, Seller shall apply and attribute to the Parcel C Sum all principal payment(s) made by Borrower to Seller under the Seller Loan. It is the intent of the parties that Seller reconvey to Borrower Parcel C as soon as practicable so as to achieve for WGASA a first lien position for the WGASA Multi-Family Deed of Trust as to Parcel C of the Parcel Map free and clear of the Seller Deed of Trust.

4. **Parcel B - Reconveyance.** Upon the recording of the Parcel Map in the Official Records, and the creation of Parcel B as shown on the Parcel Map, Seller shall fully and unconditionally reconvey to Borrower Parcel B as shown on and created by the Parcel Map thereby achieving a first lien position for the WGASA Single-Family Deed of Trust as to Parcel B of the Parcel Map free and clear of the Seller Deed of Trust. The parties intend for this Agreement to be self-effectuating; that is, no other document is required to be executed, delivered or recorded to effect the terms of this Section 4; provided, however, concurrently with the recording of the Parcel Map in the Official Records, and the creation of Parcel B as shown on the Parcel Map, Seller shall execute and deliver to WGASA, such other further documents that WGASA reasonably requests to confirm the reconveyance set forth in this Section 4.

5. **Borrower Default.** WGASA agrees to deliver to Seller written notice of any default under the WGASA Loan Documents contemporaneously with, or promptly after, the delivery of any notice of default to the Borrower or any other person or entity. Similarly, Seller shall deliver to WGASA written notice of any default under the Seller Loan Documents contemporaneously with, or promptly after, the delivery of any notice of default to the Borrower or any other person or entity.

6. **Books and Records.** WGASA and Seller hereby agree to make appropriate entries in their respective books and records to indicate that the WGASA Loan and Seller Loan, respectively, are subject to the terms, conditions and provisions of this Agreement.

7. **Exercise of Rights.**

(a) Subject to the notice requirements in Section 5, WGASA may, at any time and from time to time, exercise any and all rights and remedies available to WGASA under or in connection with the WGASA Loan and the WGASA Loan Documents (including, without limitation, the right to accelerate the WGASA Loan, to cause the power of sale to be exercised

under the WGASA Deed of Trust, to foreclose upon the Property or any other collateral, and/or to exercise or enforce any other right or remedy available to WGASA). WGASA acknowledges that, after the recording of the Parcel Map in the Official Records, a foreclosure by WGASA with regard to the WGASA Single Family Deed of Trust will not extinguish the Seller Deed of Trust as to Parcel A and Parcel D.

(b) Subject to the notice requirements in **Section 5**, Seller may, at any time and from time to time, exercise any and all rights and remedies available to Seller under or in connection with the Seller Loan and the Seller Loan Documents (including, without limitation, the right to accelerate the Seller Loan, to cause the power of sale to be exercised under the Seller Deed of Trust, to foreclose upon the Property or any other collateral, and/or to exercise or enforce any other right or remedy available to Seller); provided, however, in the event of a default of Borrower under the Seller Loan Documents, WGASA has the right (but not the obligation) to pay off the Seller Loan without any pre-payment penalty.

8. **No Effect on Borrower's Obligations.** The provisions of this Agreement are solely for the purpose of defining the relative rights and obligations of the holder of the WGASA Loan Documents, on the one hand, and the holder of the Seller Loan Documents, on the other hand, and nothing herein shall impair, modify or otherwise affect the obligations of Borrower or any other party under the WGASA Loan Documents and/or the Seller Loan Documents.

9. **Waiver.** The failure of WGASA or Seller to insist upon the strict performance of any term, condition or other provision of this Agreement, or their respective loan documents, or to exercise any right or remedy hereunder or thereunder, shall not affect or alter this Agreement or such loan documents, and each and every term, condition and other provision of this Agreement or such loan documents shall, in such event, continue in full force and effect and shall be operative with respect to any other then existing or subsequent default or event of default in connection therewith.

10. **Remedies Cumulative; Right of Specific Performance.** No right or remedy conferred upon or reserved in this Agreement is intended to be exclusive of any other right or remedy; and each and every right and remedy shall be cumulative and in addition to any other right or remedy contained in this Agreement or otherwise available at law or in equity. In addition to the other remedies provided in this Agreement, the parties hereto shall be entitled to injunctive relief in case of the violation or attempted or threatened violation of any of the provisions of this Agreement and to specific performance of the provisions of this Agreement.

11. **GOVERNING LAW; WAIVER OF JURY TRIAL.**

(a) THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEVADA.

(b) EACH OF THE PARTIES HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT ANY

COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OR INACTIONS OF ANY PARTY. NEITHER WGASA, SELLER, NOR ANY ASSIGNEE OF OR SUCCESSOR TO ANY SUCH PARTY, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION OR PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT, OR ANY OF THE OTHER DOCUMENTS, INSTRUMENTS AND AGREEMENTS SUBJECT TO OR EXECUTED IN CONNECTION WITH THIS AGREEMENT. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

12. **Interpretation.** Each party to this Agreement has substantial experience with the subject matter of this Agreement and has each fully participated in the negotiation and drafting of this Agreement and has been advised by counsel of its choice with respect to the subject matter hereof. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

13. **Consents and Approvals.** Whenever the consent or approval of any party is required under this Agreement, such consent or approval may be granted or withheld in the sole and absolute discretion of such party.

14. **Invalidity.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

15. **Headings.** The captions and headings of various sections of this Agreement are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

16. **Counterparts.** This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

17. **Successors and Assigns; Continuing Effect, Etc.**

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) This Agreement shall be a continuing agreement and shall be irrevocable and shall remain in full force and effect until the WGASA Loan and all other amounts evidenced and/or secured by the WGASA Loan Documents have been indefeasibly paid in full, and Borrower shall have no further obligations under the WGASA Loan Documents.

(c) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and in no event shall there be any third-party beneficiaries with respect to this Agreement.

18. **Notices.** All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by telecopy, by overnight delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, to the applicable party at the address of such party set forth below (or to such other address as may be specified by similar notice in writing given by the particular party whose address is to be changed):

If to WGASA, to: WGASA, L.L.C.
c/o 4GROUP, LLC
9237 E. Via De Ventura, Ste 205
Scottsdale, AZ 85258
Attention: Daniel D. Diethelm

If to Seller, to: PROJECT LM, LLC
P.O. Box 1724
Carson City, NV 89702

Any such notice or communication shall be deemed to have been given upon receipt or refusal of delivery.

19. **Entire Agreement; Modification.** The parties hereto agree that this Agreement constitutes the entire agreement with regard to the subject matter hereof and supersedes any prior agreements, contracts, or commitments, verbal or written. No modification or waiver of any of the provisions of this Agreement shall be binding upon any of the parties hereto unless the same shall be set forth in a written document duly signed and delivered by WGASA and Seller.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Intercreditor Agreement as of the date first set forth above.

SELLER:

PROJECT LM, LLC, a Nevada limited liability company

By: _____
Print Name: Keith Serpa
Title: Manager

WGASA:

WGASA, L.L.C., an Arizona limited liability company

By: 4GROUP, LLC, an Arizona limited liability company
Its: Manager

By: _____
Print Name: DANIEL D. DIETHELM
Title: Manager

IN WITNESS WHEREOF, the parties have executed this Intercreditor Agreement as of the date first set forth above.

SELLER:

PROJECT LM, LLC, a Nevada limited liability company

By: _____
Print Name: _____
Title: _____

WGASA:

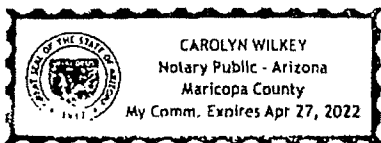
WGASA, L.L.C., an Arizona limited liability company

By: 4GROUP, LLC, an Arizona limited liability company
Its: Manager

By: 
Print Name: DANIEL D. DIETHELM
Title: Manager

STATE OF Arizona)
)
COUNTY OF Maricopa)ss.

This instrument was acknowledged before me on August 30, 2019, by DANIEL D. DIETHELM, as Manager of 4GROUP, LLC, an Arizona limited liability company, as Manager of WGASA, L.L.C., an Arizona limited liability company.



Carolyn Wilkey
NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of PROJECT LM, LLC, a Nevada limited liability company.

NOTARY PUBLIC

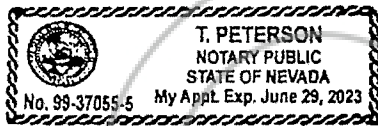
STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2019, by DANIEL D. DIETHELM, as Manager of 4GROUP, LLC, an Arizona limited liability company, as Manager of WGASA, L.L.C., an Arizona limited liability company.

NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on AUG. 29, 2019, by KEITH SERPA, as MANAGER of PROJECT LM, LLC, a Nevada limited liability company.



T. Peterson
NOTARY PUBLIC

BORROWER JOINDER AND AGREEMENT

Borrower hereby joins in the execution and delivery of the foregoing Intercreditor Agreement to evidence its agreement to the terms and conditions thereof; provided, however, that the Borrower acknowledges and agrees that none of the provisions of the Agreement shall inure of the benefit of Borrower or any person or entity other than the parties thereto and their respective permitted successors and assigns. Accordingly, Borrower shall not be entitled to rely upon, or raise as a defense to any of its obligations or liabilities under the WGASA Loan Documents, the Seller Loan Documents, or the failure of the parties to comply with the provisions of the Agreement.

JC VALLEY KNOLLS, LLC, a Nevada limited liability company

By: [Signature]
Print Name: KENNETH HENDRIX
Title: Manager

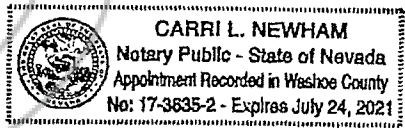
By: [Signature]
Print Name: DARCI HENDRIX
Title: Manager

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on Sept 3, 2019, by KENNETH HENDRIX, as Manager of JC VALLEY KNOLLS, LLC, a Nevada limited liability company.

[Signature]
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)



This instrument was acknowledged before me on Sept 3, 2019, by DARCI HENDRIX, as Manager of JC VALLEY KNOLLS, LLC, a Nevada limited liability company.

[Signature]
Notary Public

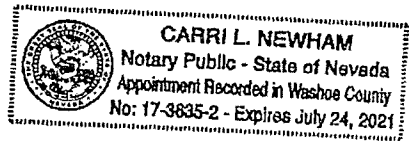


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

All that certain real property situate within the Southwest $\frac{1}{4}$ of Section 5 and the Northwest $\frac{1}{4}$ of Section 8, Township 14 North, Range 20 East, MDM., Douglas County, Nevada, further described as a portion of that certain Patent Number N-75370, recorded as Document No. 676354, in the Official Records of Douglas County, Nevada, described as follows:

Section 5, Township 14 North, Range 20 East, MDM:

NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$;
S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$;
SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$;
E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$;
NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$;
E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$;
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;
W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;
NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 8, Township 14 North, Range 20 East, MDM:

NE $\frac{1}{4}$ NW $\frac{1}{4}$

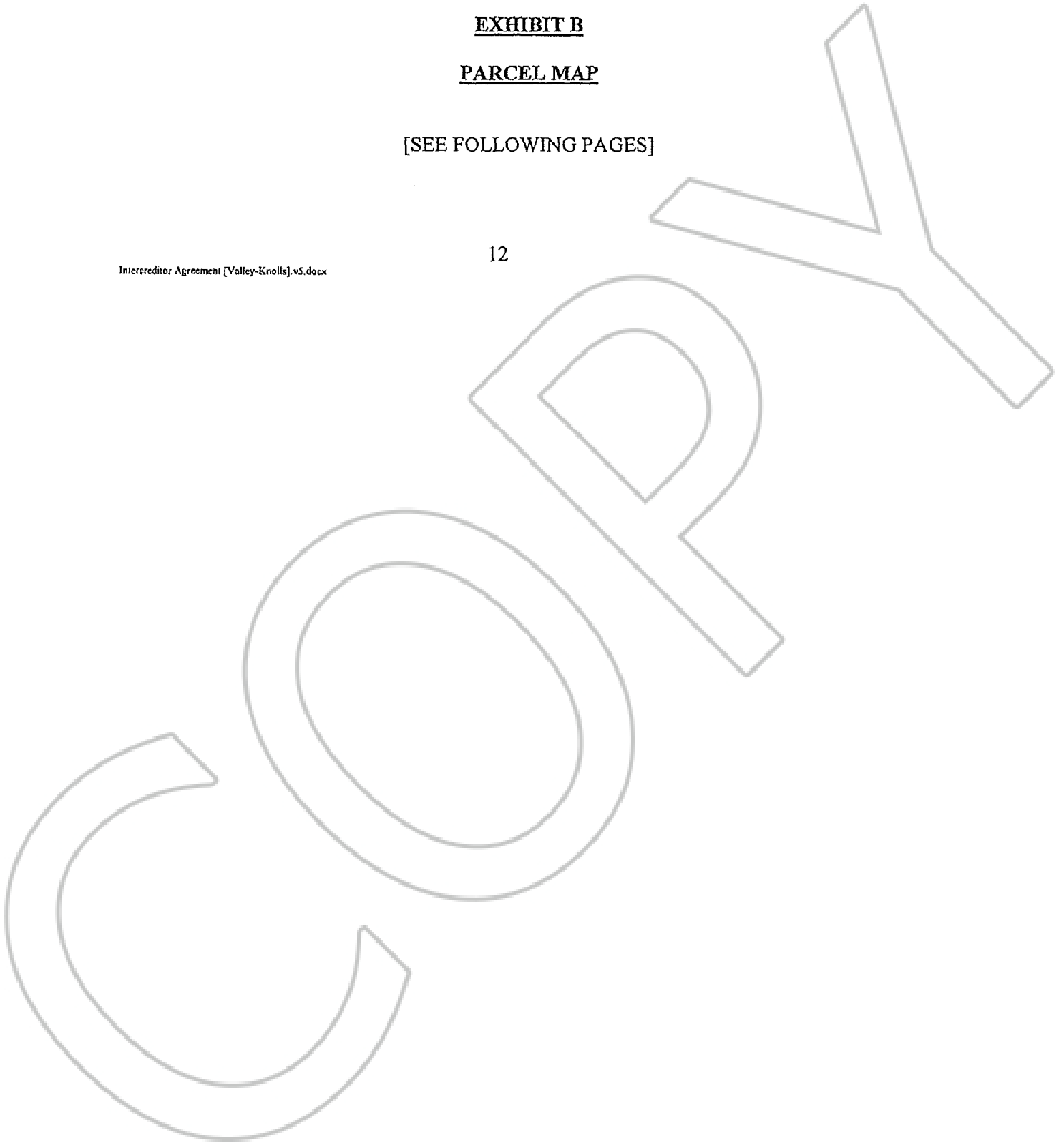
Note: the above legal description previously appeared in Grant, Bargain and Sale Deed, recorded July 12, 2018, as Document No. 2018-916674, of Official Records.

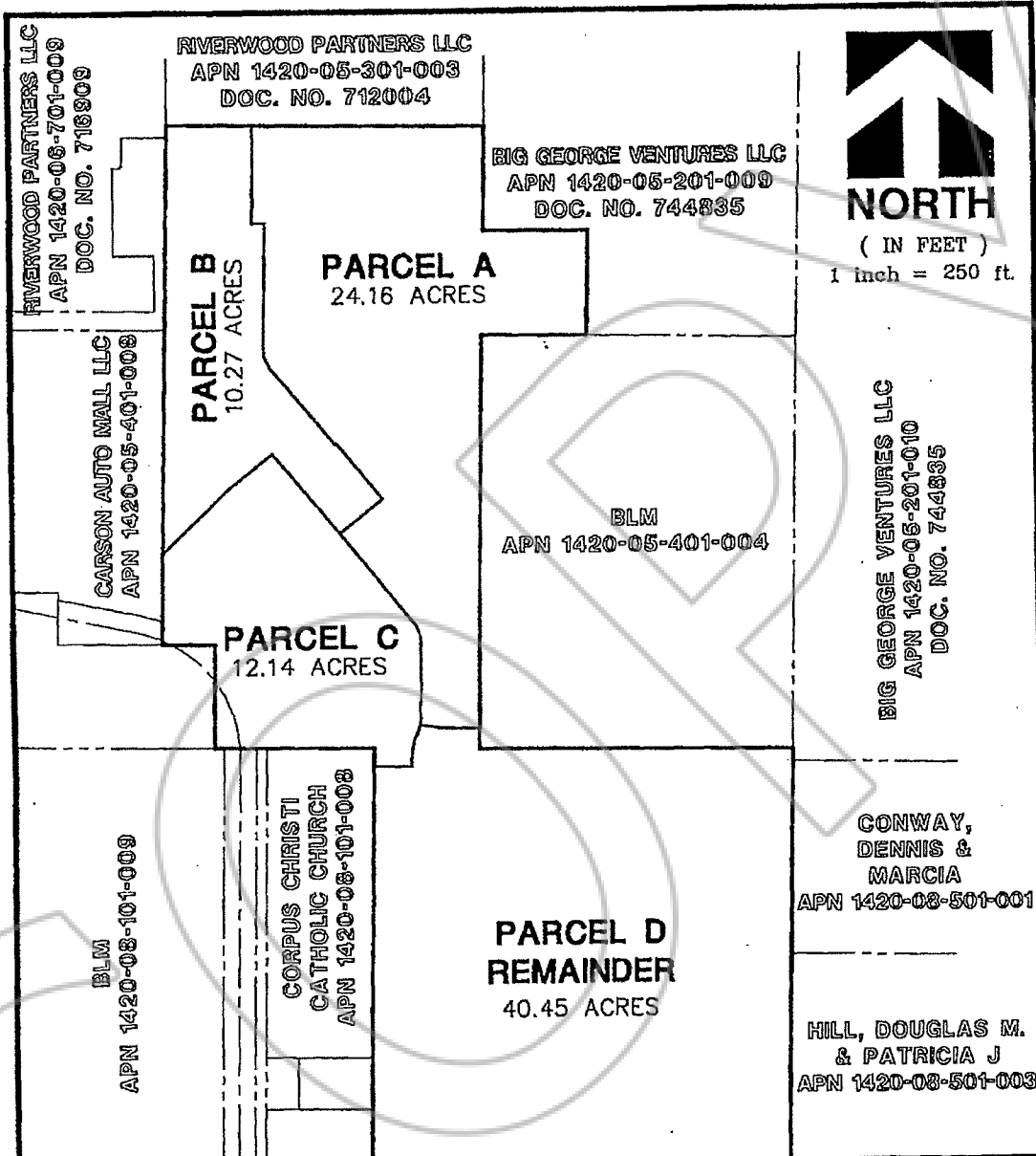
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EXHIBIT B

PARCEL MAP

[SEE FOLLOWING PAGES]





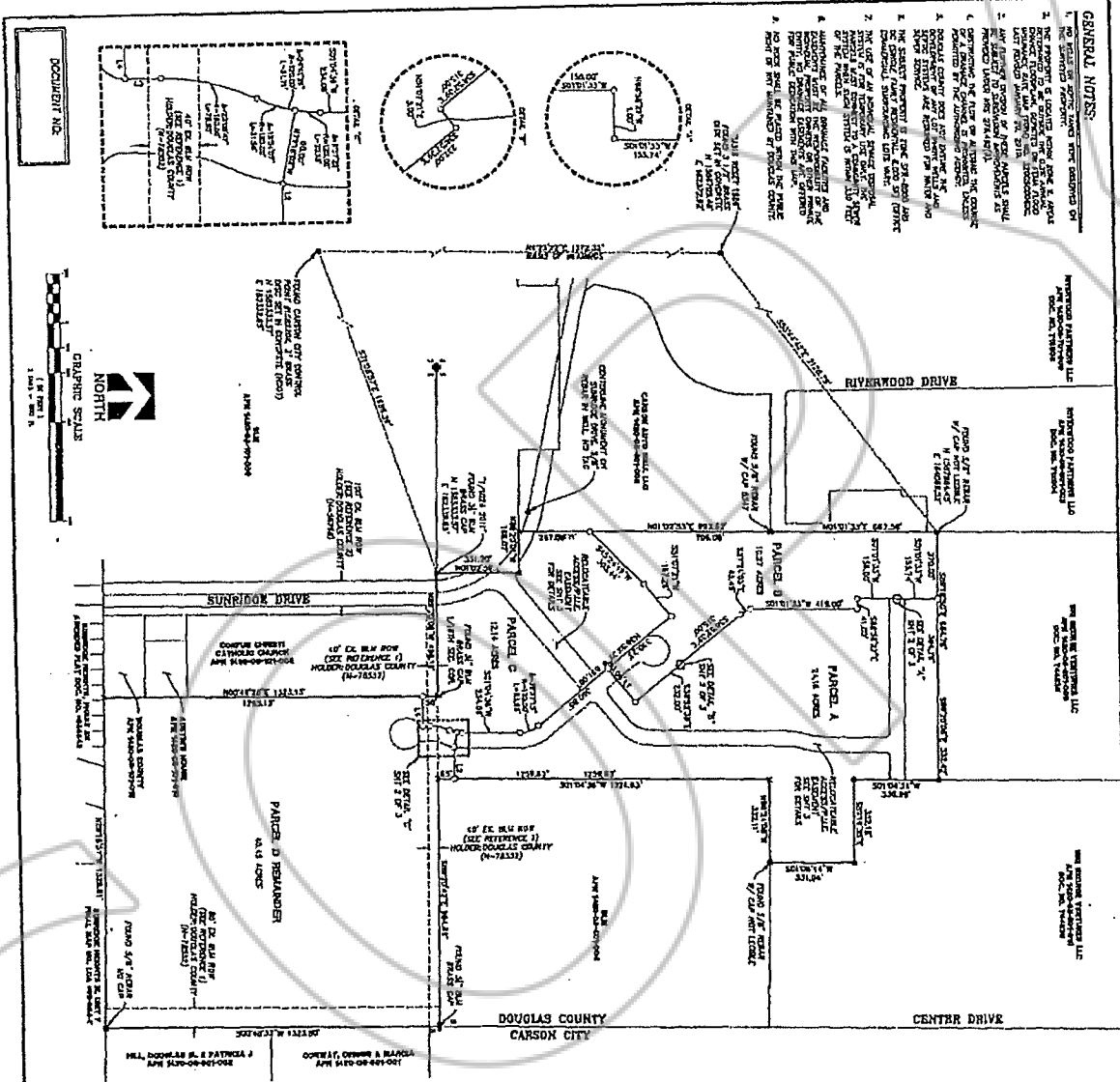
NORTH
(IN FEET)
1 inch = 250 ft.

SUNRIDGE HEIGHTS, PHASE 5B AMENDED PLAT DOC. NO. #358642
SUNRIDGE HEIGHTS II, UNIT 7 FINAL MAP NO. LDA #99-064-7
PROJ. MGR.: GDJ
DRAWN BY: SEW
DATE: 08/2019
SCALE: 1"=250'

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Manhard CONSULTING LTD
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Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PARCEL DIVISION	
DOUGLAS COUNTY	
VALLEY KNOLLS PM	
SHEET	
1	OF 1
KDHCNV01	



GENERAL NOTES:

1. THE PROPERTY IS LOCATED AS SHOWN ON THE PLAT AND IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS THEREON AS SHOWN ON THE PLAT.
2. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS THEREON AS SHOWN ON THE PLAT.
3. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS THEREON AS SHOWN ON THE PLAT.
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9. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS THEREON AS SHOWN ON THE PLAT.
10. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS THEREON AS SHOWN ON THE PLAT.

REFERENCES:

1. PLAT OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 20E, COUNTY OF DOUGLAS, NEBRASKA, DATED AND RECORDED IN PUBLIC RECORDS OF DOUGLAS COUNTY, NEBRASKA, VOLUME 114, PAGE 114.
2. PLAT OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 20E, COUNTY OF DOUGLAS, NEBRASKA, DATED AND RECORDED IN PUBLIC RECORDS OF DOUGLAS COUNTY, NEBRASKA, VOLUME 114, PAGE 114.
3. PLAT OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 20E, COUNTY OF DOUGLAS, NEBRASKA, DATED AND RECORDED IN PUBLIC RECORDS OF DOUGLAS COUNTY, NEBRASKA, VOLUME 114, PAGE 114.
4. PLAT OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 20E, COUNTY OF DOUGLAS, NEBRASKA, DATED AND RECORDED IN PUBLIC RECORDS OF DOUGLAS COUNTY, NEBRASKA, VOLUME 114, PAGE 114.
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8. PLAT OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 20E, COUNTY OF DOUGLAS, NEBRASKA, DATED AND RECORDED IN PUBLIC RECORDS OF DOUGLAS COUNTY, NEBRASKA, VOLUME 114, PAGE 114.
9. PLAT OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 20E, COUNTY OF DOUGLAS, NEBRASKA, DATED AND RECORDED IN PUBLIC RECORDS OF DOUGLAS COUNTY, NEBRASKA, VOLUME 114, PAGE 114.
10. PLAT OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 20E, COUNTY OF DOUGLAS, NEBRASKA, DATED AND RECORDED IN PUBLIC RECORDS OF DOUGLAS COUNTY, NEBRASKA, VOLUME 114, PAGE 114.

BASIS OF BEARINGS:

ALL BEARINGS ARE TRUE BEARINGS. THE TRUE BEARING OF THE MERIDIAN OF DOUGLAS COUNTY, NEBRASKA, AT THE TIME OF THE PLATTING OF THIS PLAT WAS 114° 00' 00" WEST OF THE MERIDIAN OF DOUGLAS COUNTY, NEBRASKA, AT THE TIME OF THE PLATTING OF THIS PLAT.

LINE	BEARING	DISTANCE
1	S 89° 00' 00" W	100.00
2	S 89° 00' 00" W	100.00
3	S 89° 00' 00" W	100.00
4	S 89° 00' 00" W	100.00
5	S 89° 00' 00" W	100.00
6	S 89° 00' 00" W	100.00
7	S 89° 00' 00" W	100.00
8	S 89° 00' 00" W	100.00
9	S 89° 00' 00" W	100.00
10	S 89° 00' 00" W	100.00

LEGEND:

- 1. BOUNDARY LINE
- 2. EASEMENT
- 3. RESTRICTION
- 4. EASEMENT
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- 98. EASEMENT
- 99. RESTRICTION
- 100. EASEMENT

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PARCEL MAP

DOUGLAS COUNTY, NEBRASKA

SECTION 14, TOWNSHIP 14 NORTH, RANGE 20E

PLAT OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 20E, COUNTY OF DOUGLAS, NEBRASKA, DATED AND RECORDED IN PUBLIC RECORDS OF DOUGLAS COUNTY, NEBRASKA, VOLUME 114, PAGE 114.

LEGAL DESCRIPTIONS

Being a portion of Parcel 2 situate in the Southwest Quarter (SW ¼) of Sections 5 and the Northwest Quarter (NW ¼) of Section 8, Township 14 North, Range 20 East, Mount Diablo Base and Meridian, as shown in the Record of Survey Number 703021 and as described in Deed Document Number 2007-7030222, filed June 14, 2007, filed in the Official Records of Douglas County, Nevada, being more particularly described as follows:

PARCEL A

COMMENCING at the Southeast corner of the southwest corner of section 5;

THENCE along the northerly line of Parcel 2, South 89°20'42" East, 994.69 feet;

THENCE along the easterly line of Parcel 2, South 01°04'36" West, 65.00 feet to the **POINT OF BEGINNING**;

THENCE leaving the easterly line of Parcel 2 the following sixteen (16) courses;

1. North 88°55'24" West, 126.53 feet;
2. North 79°18'02" West, 60.00 feet to the beginning of a curve to the right;
3. 20.15 feet along the arc of a curve having a radius of 120.00 feet and a central angle of 09°37'22" to a point of reverse curvature;
4. North 01°04'36" East, 234.09 feet to the beginning of a curve to the left;
5. 83.68 feet along the arc of a curve having a radius of 120.00 feet and a central angle of 39°57'15";
6. North 38°52'39" West, 360.85 feet;
7. North 51°07'21" East, 175.00 feet;
8. North 38°52'39" West, 232.00 feet;
9. South 51°07'21" West, 5.00 feet;
10. North 38°52'39" West, 315.00 feet;
11. North 27°24'03" West, 45.49 feet;
12. North 01°01'33" East, 419.00 feet;
13. North 88°58'27" West, 41.00 feet;
14. North 01°01'33" East, 156.00 feet;
15. South 88°58'27" East, 1.00 feet;
16. North 01°01'33" East, 155.74 feet to the most north line of Parcel 2;

THENCE along the northerly line of Parcel 2, South 89°18'50" East, 394.76 feet;

THENCE along the easterly line of Parcel 2, South 89°20'06" East, 332.42 feet to a point on the northerly line of Parcel 2;

THENCE along the easterly line of Parcel 2, South 01°04'34" West, 330.99 feet;

THENCE along the northerly line of Parcel 2, South 89°19'35" East, 332.18 feet;

THENCE along the easterly line of Parcel 2, South 01°06'44" West, 331.04 feet;

THENCE along the southerly line of Parcel 2, North 89°24'08" West, 332.11 feet;

THENCE along the easterly line of Parcel 2, South 01°04'36" West, 1259.63 feet to the **POINT OF BEGINNING**;

Containing 24.16 acres of land, more or less.

PARCEL B

COMMENCING at the Southeast corner of the Southwest corner of Section 5,
THENCE along the northerly line of Parcel 2, South 89°20'42" East, 994.69 feet;
THENCE along the easterly line of Parcel 2, South 01°04'36" West, 65.00 feet;
THENCE leaving the easterly line of Parcel 2 the following nine (9) courses;

1. North 88°55'24" West, 126.53 feet;
2. North 79°18'02" West, 60.00 feet to the beginning of a curve to the left,
3. 20.15 feet along the arc of a curve having a radius of 120.00 feet and a central angle of 09°37'22
4. South 01°04'36" West, 234.09 feet to the beginning of a curve to the right;
5. 83.68 feet along the arc of a curve having a radius of 120.00 feet and a central angle of 39°57'15"
6. South 38°52'39" East, 360.85 feet to the beginning of a curve to the right to the **POINT OF BEGINNING**;
7. North 38°52'39" West, 330.23 feet;
8. South 51°07'21" West, 167.26 feet;
9. South 45°24'49" West, 303.44 feet to a point on the most westerly line of Parcel 2;

THENCE along the most west line of Parcel 2, North 01°02'53" East, 706.06 feet;
THENCE continuing along said most west line of Parcel 2, North 01°01'33" East, 662.58 feet;
THENCE along the most north line of Parcel 2, South 89°18'50" East, 270.00 feet;
THENCE leaving said most north line of Parcel 2 the following ten (10) courses;

1. South 01°01'33" West, 155.74 feet;
2. North 88°58'27" West, 1.00 feet;
3. South 01°01'33" West, 156.00 feet;
4. South 88°58'27" East, 41.00 feet;
5. South 01°01'33" West, 419.00 feet;
6. South 27°24'03" East, 45.49 feet;
7. South 38°52'39" East, 315.00 feet;
8. North 51°07'21" East, 5.00 feet;
9. South 38°52'39" East, 232.00 feet;
10. South 51°07'21" West, 175.00 feet to the **POINT OF BEGINNING**;

Containing 10.27 acres of land, more or less.

PARCEL C

COMMENCING at the Southeast corner of the Southwest corner of Section 5,

THENCE along the northerly line of Parcel 2, South 89°20'42" East, 994.69 feet;

THENCE along the easterly line of Parcel 2, South 01°04'36" West, 65.00 feet;

THENCE leaving the easterly line of Parcel 2 the following xx (x) courses;

1. North 88°55'24" West, 126.53 feet;
2. North 79°18'02" West, 60.00 feet to the beginning of a curve to the right to the **POINT OF BEGINNING**;
3. 31.56 feet along the arc of a curve having a radius of 120.00 feet and a central angle of 15°04'07" to a point of reverse curvature;
4. 31.56 feet along the arc of a curve having a radius of 120.00 feet and a central angle of 15°04'07" to a point of reverse curvature;
5. 78.90 feet along the arc of a curve having a radius of 180.00 feet and a central angle of 25°06'47";
6. South 00°49'29" West, 28.35 feet;
7. North 89°10'32" West, 120.00 feet;
8. North 00°49'28" East, 58.00 feet to the westerly line of Parcel 2;

THENCE along said westerly line North 89°20'09" West, 498.19 feet to the southerly line of Parcel 2;

THENCE along said westerly line, North 01°02'59" East, 331.20 feet to the southerly line of Parcel 2;

THENCE leaving said southerly line, North 89°20'01" West, 166.07 feet to the most westerly line of Parcel 2;

THENCE leaving said most westerly line the following eight (8) courses;

1. North 01°02'53" East, 287.56 feet;
2. North 45°24'49" East, 303.44 feet;
3. North 51°07'21" East, 167.26 feet;
4. South 38°52'39" East, 330.23 feet;
5. South 38°52'39" East, 360.85 feet to the beginning of a curve to the right;
6. 83.68 feet along the arc of a curve having a radius of 120.00 feet and a central angle of 39°57'15";
7. South 01°04'36" West, 234.09 feet to the beginning of a curve to the right;
8. 20.15 feet along the arc of a curve having a radius of 120.00 feet and a central angle of 09°37'22" to the **POINT OF BEGINNING**;

Containing 12.14 acres of land, more or less.

PARCEL D

BEGINNING at the Southeast corner of the southwest corner of section 5;

THENCE along the most easterly line of Parcel 2, South 00°48'32" West, 1323.80 feet;

THENCE along the most southerly line of Parcel 2, North 89°18'57" West, 1326.61 feet;

THENCE along the westerly line of Parcel 2, North 00°49'28" East, 1265.13 feet;

THENCE leaving said westerly line of Parcel 2, South 89°10'32" East, 120.00 feet;

THENCE North 00°49'29" East, 28.35 feet;

THENCE 78.90 feet along the arc of a curve having a radius of 180.00 and a central angle of 25°06'47";

THENCE 31.56 feet along the arc of a curve having a radius of 120.00 feet and a central angle of 15°04'07";

THENCE South 79°18'02" East, 60.00 feet;

THENCE South 88°55'24" East, 126.53 feet;

THENCE South 01°04'36" West, 65.00 feet;

THENCE South 89°20'42" East, 994.69 feet to the **POINT OF BEGINNING**;

Containing 40.45 acres of land, more or less.

Gerald D. Juarez
Nevada P.L.S. 12140
For and on behalf of

 **Manhard**
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241 RIDGE STREET, SUITE 400
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