A. P. No. 1420-00-002-033, -034, -035, -036 1420-29-001-006, -007, -008, Escrow No. 02201820-RLT

When recorded mail to:
PAC TECH INVESTMENTS LLC
PO BOX 547
GENOA NV 89411

 DOUGLAS COUNTY, NV
 2022-987007

 Rec:\$40.00
 \$40.00
 Pgs=10
 07/05/2022 04:06 PM

 TICOR TITLE - GARDNERVILLE
 KAREN ELLISON, RECORDER

# <u>DEED OF TRUST</u> WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made \_\_\_\_\_\_\_\_, 2022, between HEYBOURNE MEADOWS, LLC, a Nevada limited liability company, herein called "Trustor", whose address is: 880 Northwood Blvd., Incline Village, NV 89451, TICOR TITLE OF NEVADA, INC., a Nevada Corporation, herein called "Trustee", and PAC TECH INVESTMENTS, LLC, a Nevada limited liability company, whose address is: P.O. Box 547, Genoa, NV 89411, herein called "Beneficiary",

# WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property 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 \$2,773,170.00, 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; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; 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; to cultivate, irrigate, fertilize, furnigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
- 2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
- 3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said 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. To pay: at least ten 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 his reasonable fees.

- 5. Trustor promises and agrees that if, during the existence of this trust, there be 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 part thereof, be made or asserted, he 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.
- 6. 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 him in the same manner and with the same manner and with the same effect as herein provided for disposition of proceeds of insurance.
- 7. 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.
- 8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his 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.
- 9. At any time, and from time to time, without liability therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or affect 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.
- 10. 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 the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".
- 11. 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.

- 12. The following covenants Nos. 1, 2, 3, 4 (interest 10.00%), 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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".

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17. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

<b>"</b> '		\ \
	TRUSTOR:	\ \
	HEYBOURNE MEADOWS, LAC, A	1 1
	A Nevada Limited Liability Company	
	Ву:	
	Matt Carter, Managing Member	
STATE OF NEVADA ) ss:		
COUNTY OF POUT GLAS		gybbag
This instrument was acknow	ledged before me on <u>U130</u>	_, 20 <u>2-</u> 2_
by Matt Carter.		
Notary Public	RISHELE L. THOM  Notary Public - State of  Appointment Recorded in Dou  No: 99-54931-5 - Expires As	PSON Nevada plas County

# EXHIBIT "A"

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

#### PARCEL A:

Lot 1 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Bently Family Limited Partnership, according to the map thereof, filed in the office of the County Recorder of Washoe County State of Nevada on October 19 2005 in Book 005 Page 8616 as File No. 658214, Official Records, being more particularly described as follows:

All that portion Section 20 Township 14 North, Range 20 East, M.D.M., in the unincorporated territory of Douglas County, State of Nevada, described as follows:

Commencing at the South one-quarter of said Section 20, thence, along the north-south midsection line of said Section 20, North 0°38'11" East 1320.00 feet to the northeast corner of the southeast one-quarter of the southwest one-quarter of said Section 20 thence North 82°58'51" East 259.56 feet; thence, North 8°48'48" East .661.74 feet to THE TRUE POINT OF BEGINNING of this description; thence North 8°48'48" East 2013,34 feet; thence North 10°18'44" East 683.38 feet, to a point on the South line of the North one-half of the North onehalf of the North one-half of said Section 20; thence, along said South line of the North one-half of the North one-half of the North one-half of said Section 20, North 89°17'16" West 761.20 feet, to the Northwest corner of the southwest one-quarter of the northwest one-quarter of the northeast one-quarter of said Section 20; thence, along the West line of said southwest one-quarter of the northwest one-quarter of the northeast one-quarter of said Section 20, South 0°29'22" West 675.62 feet, to the southwest corner of said southwest one-quarter of the northwest one-quarter of the northeast one-quarter of said Section 20; thence, along the North line of the southeast onequarter of the northwest one-quarter of said Section 20, North 89°26'52" West 1327.41 feet to the northwest corner of said southeast one-quarter of the northwest one-quarter of said Section 20; thence along the West line of said southeast one-quarter of the northwest one quarter of said Section 20, South 1°00'19" West 774.30 feet; thence southerly, along the arc of a 960.00 foot radius curve, concave to the east, through a central angle of 80°01'50", an arc length of 1340.92 feet, and having a chord of South 7°48'13" West 1234.54 feet; thence, South 89°38'59" East 1844,69 feet, to the point of beginning.

EXCEPTING THEREFROM all mineral, oil, gas and other hydrocarbon substances and geothermal resources in, under, or produced and saved from, together with the right of surface entry as conveyed to JJ Resources, a California general partnership by Deed of Mineral Interest recorded October 27, 1981, in Book 1081, Page 1427, as File No 61512, Official Records, Douglas County, Nevada.

APN: 1420-00002-033

# PARCEL B:

Lot 2 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Bently Family Limited Partnership, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 19, 2005, in Book 005, Page 8616, as File No. 658214, Official Records, being more particularly described as follows:

All that portion of the South one half of Section 20, Township 14 North, Range 20 East M.D.M., in the unincorporated territory of Douglas County, State of Nevada, described as follows: Commencing at the South one-quarter, of said Section 20; thence, along the north-south midsection line of said Section 20, North 0°38'11" East 1320.00 feet to the northeast corner of the southeast one-quarter of the southwest one-quarter of said Section 20 and THE TRUE POINT OF BEGINNING of this description; thence North 82°58'51" East 259.56 feet; thence North 8°48'48" East 661.74 feet; thence, North 89°38'59" West 1844.69 feet; thence, southerly, along

the arc of a 960.00 foot radius curve, concave to the east, through a central angle of 15°23'27", an arc length of 258.01 feet, and having a chord of South 39°54'40" East 257.24 feet, to the West line of the northeast one-quarter of the southwest one-quarter of said Section 20; thence, along said West line of the northeast one-quarter of the southwest one-quarter of said Section 20, South 00°33'00" West 486.17 feet, the southwest corner of said northeast one-quarter of the southwest one quarter of said Section 20; thence, South 89°25'04" East 1325.35 feet, to the point of beginning.

EXCEPTING THEREFROM all mineral, oil, gas and other hydrocarbon substances and geothermal resources in, under, or produced and saved from, together with the right of surface entry as conveyed to JJ Resources, a California general partnership by Deed of Mineral Interest recorded October 27, 1981, in Book 1081, Page 1427, as File No. 61512, Official, Records, Douglas County, Nevada,

APN: 1420-00-002-034

#### PARCEL C:

Lot 3 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Bently Family Limited Partnership, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 19, 2005, in Book 005, Page 8616, as File No. 658214, Official Records, being more particularly described as follows:

All that portion of the Southwest one-quarter of Section 20, Township 14 North, Range 20 East, M.D.M., in the unincorporated territory of Douglas County, State of Nevada, described as follows:

Commencing at the South one-quarter of said Section 20; thence, along the north-south midsection line of said Section 20, North 0°38'11" East 660.04 feet to THE TRUE POINT OF BEGINNING of this description; thence, continuing along the north-south mid-section line of said Section 20, North 00°38'11" East 659.96 feet to the northeast corner of the southeast one-quarter of the southwest one-quarter of said Section 20; thence North 89°25'04" West 1325.35 feet, to the northwest corner of said southeast one-quarter of the southwest one-quarter of said Section 20; thence, along the West line of said southeast one-quarter of the southwest one-quarter of said Section 20, South 00°33'00" West 677.06'; thence, North 89°50'32" East 1324.53', to the point of beginning.

EXCEPTING THEREFROM all mineral, oil, gas and other hydrocarbon substances and geothermal resources in, under, or produced and saved from, together with the right of surface entry as conveyed to JJ Resources a California general partnership by Deed of Mineral Interest recorded October 27 1981, in Book 1081 Page 1427 as File No 61512 Official Records Douglas County, Nevada.

APN: 142000-002-035

### PARCEL D:

Lot 4 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Bently Family Limited Partnership, according to the map thereof, filed in the office of the County

Recorder of Washoe County, State of Nevada, on October 19, 2005, in Book 005, Page 8616 as File No. 658214, Official Records, being more particularly described as follows:

All that portion of the Southwest one-quarter of Section 20, Township 14 North, Range 20 East, M.D.M., in the unincorporated territory of Douglas County, State of Nevada described as follows:

Beginning at the South one-quarter of said Section 20; thence along the north-south mid-section line of said Section 20, North 0°38'11" East 660.04 feet; thence South 89°50'32' West 1324.53 feet to the West line of the southeast one-quarter of the southwest one-quarter of said Section 20; thence, along said West line of the southeast one-quarter of the southwest one-quarter of said Section 20, South 00°33'00" West 660.03 feet, to the southerly line of said Section 20, thence along the southerly line of said Section 20, North 89°50'32" East 1323.45', to the point of beginning.

EXCEPTING THEREFROM all mineral, oil, gas and other hydrocarbon substances and geothermal resources in, under, or produced and saved from, together with the right of surface entry as conveyed to JJ Resources a California general partnership by Deed of Mineral Interest recorded October 27, 1981, in. Book 1081, Page 1427, as File No. 61512, Official Records, Douglas County, Nevada.

APN: 1420-00402-036

## PARCEL E:

Lot 5 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Bently Family Limited Partnership, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 19, 2005, in Book 005, Page 8616, as File No. 658214, Official Records, being more particularly described as follows:

All that portion of the. Northwest one-quarter of Section 29, Township 14 North, Range 20 East, M.D.M., in the unincorporated territory of Douglas County, State of Nevada, described as follows:

Beginning at the North one-quarter of said Section 29; thence, along the northerly line of said Section 29, South 89°50'32" West 1323.45 feet; thence, southwesterly along the arc of a 960.00 foot radius curve, concave to the south-east, through a central angle of 53°05'42", an arc distance of 889.62 feet, and having a chord of South 45°32'17" West 858.12 feet; thence, North 89°38'55" East 1926.78 feet to the north-south mid-section line of said Section 29 thence, North 00°53'06" East 592.96 feet, to the point of beginning.

APN: 1420-29-001-006

### PARCEL F:

Lot 6 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Bently Family Limited Partnership, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on October 19, 2005, in Book 005, Page 8616, as File No. 658214, Official Records, being more particularly described as follows: All that portion of the Northwest one-quarter of Section 29, Township 14 North, Range 20 East, M.D.M., in the unincorporated territory of Douglas County, State of Nevada, described as follows:

Commencing at the North one-quarter of said Section 29; thence, along the north-south mid-section line of said Section 29, South 00°53'06" West 592.96 feet, to the TRUE POINT OF BEGINNING of this description; thence, South 89°38'55" West 1926.78 feet thence, southerly along the arc of a 960.00 foot radius curve, concave to the east, through a central angle of 44°14'32", an arc distance of 741.29 feet, and having a chord of South 03°07'50" East. 723.01 feet; thence, North 89°57'14" East 1875.95 feet; to the north-south mid-section line of said Section.29; thence, North 00°53'06" East 732.33 feet, to the point of beginning.

APN: 1420-29-001-007

### PARCEL G:

Lot 7 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Bently Family Limited Partnership, according to the map thereof, filed in the office of the County Recorder of Washoe County State of Nevada, on October 19, 2005, in Book 005, Page 8616 as File No. 658214, Official Records, being more particularly described as follows:

All that portion of the Northwest one-quarter of Section 29, Township 14 North, Range 20 East, MD.M., in the unincorporated territory of Douglas County, State of Nevada described as follows:

Commencing at the North one-quarter of said Section 29; thence, along the north-south mid-section line of said Section 29, South 00°63'06" West 1325.29 feet, to the TRUE POINT OF BEGINNING of this description; thence South 89°57'14" West 1875.95 feet; thence, southeasterly along the arc of a 960.00 foot radius curve, concave to the northeast, through a central angle of 46°14'42", an arc distance of 774.84 feet, and having a chord of South 48°22'27" East 753.98 feet; thence, South 00°17'36" West 159.97 feet; thence, South 89°59'28" East 1302.93 feet; to the north-south mid-section line of said Section 29; thence, North 00°53'06" East 662.59 feet, to the point of beginning.

APN: 1420-29-001-008

