

APN# SEE ATTACHED EXHIBIT C

Recording Requested by:

Stephen V. Novacek, Esq.
Hale Lane Peek Dennison and Howard
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511

ESCROW NO 9517PAH

When Recorded Mail to:

Colonial Bank, N.A.
2330 S. Virginia Street
Reno, Nevada 89502

DOC # 3521442

04/16/2007 04:35:13 PM

Requested By
WESTERN TITLE INCORPORATED
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$79.00 RPTT: \$0.00
Page 1 of 41



(for Recorder's use only)

**DEED OF TRUST AND
SECURITY AGREEMENT AND FIXTURE FILING WITH
ASSIGNMENT OF RENTS**

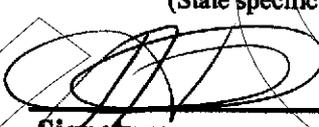
Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)



Signature

Attorney For Beneficiary
ESCROW OFFICER

Stephen V. Novacek

Print Signature

P HANSON

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink. (Additional recording fee applies)

APN No. _____

WHEN RECORDED, MAIL TO:

Colonial Bank, N.A.
2330 S. Virginia Street
Reno, Nevada 89502

**DEED OF TRUST AND SECURITY AGREEMENT AND
FIXTURE FILING WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS ("Deed of Trust") is made as of the 13th day of April, 2007, by KILEY RANCH LLC, a Nevada limited liability company, and LAZY FIVE COMPANY, a Nevada corporation, as trustor (collectively, the "Trustor"), to WESTERN TITLE COMPANY, INC., as trustee (the "Trustee"), for the benefit of COLONIAL BANK, N.A., as beneficiary (the "Beneficiary").

I. GRANTS AND OBLIGATIONS SECURED.

A. Grants.

1.01. Trustor hereby irrevocably grants, transfers and assigns to Trustee, in trust, for the benefit of Beneficiary, with power of sale and right of entry and possession, all right, title and interest of Trustor in and to that certain real property situated in the County of Washoe, State of Nevada, described in **Exhibit "A"** attached hereto and made a part hereof (the "Land"), together with all right, title and interest of Trustor therein and in and to:

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

(a) All buildings and other improvements now or hereafter located on the Land (the "Improvements"), and certain appurtenant water and water rights described in Exhibit "A-1" attached hereto, pumps and pumping stations used in connection therewith and all shares of stock evidencing the same.

(b) All the rights, rights of way, easements, licenses, profits, privileges, tenements, hereditaments and appurtenances, now or hereafter in any way appertaining and belonging to or used in connection with the Land and/or the Improvements, and any part thereof or as a means of access thereto, including, but not limited to, any claim at law or in equity, and any after acquired title and reversion in or to each and every part of all streets, roads, highways and alleys adjacent to and adjoining the same.

(c) All deposits made with or other security given to utility companies by Trustor with respect to the Land and/or the Improvements, and all advance payments of insurance premiums made by Trustor with respect thereto and claims or demands relating to insurance. Any of the foregoing arising or acquired by Trustor after the date hereof, the Land, the Improvements, and the other property described in subparagraphs (a), (b) and (c) of this Section 1.01 are collectively defined hereinafter as the "Property".

1.02. Trustor hereby grants a security interest to Beneficiary in all of the Trustor's right, title and interest, if any, in and to all of the following described property and any and all proceeds thereof (sometimes all of such being collectively referred to herein as the "Collateral"):

(a) all existing and future goods and tangible personal property located on the Property now owned or hereafter acquired by Trustor and used in connection with the development of the Property or in construction of the Improvements, including, but not limited to, building material, supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein; and all renewals or replacements thereof or articles in substitution thereof;

(b) all general intangibles relating to development of the Property and construction of the Improvements, including, but not limited to, (i) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction of the Improvements, or the use, occupancy or operation of the Property, (ii) all materials prepared for filing or filed with any governmental agency, and (iii) all of Trustor's rights, if any, under any contract in connection with the development of the Property;

(c) all construction, service, engineering, consulting, architectural and other similar contracts of any nature (including, without limitation, those of any general contractors and subcontractors), as such may be modified, amended or supplemented from time

to time, concerning the design, construction, management, operation, occupancy, use, and/or disposition of any portion of or all of the Property;

(d) all architectural drawings, plans, specification, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to any portion of or all of the Property;

(e) all payment and performance bonds or guarantees and any and all modifications and extensions thereof relating to the Property;

(f) all proceeds and claims arising on account of any damage to or taking of the Property or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Property;

(g) all policies of, and proceeds resulting from, insurance relating to the Property or any of the above collateral, and any and all riders, amendments, extensions, renewals, supplements or extensions thereof, and all proceeds thereof; and

(h) all proceeds, whether cash, promissory notes, contract rights, or otherwise, of the sale or other disposition of all or any part of the estate of Trustor in and to the Property now or hereafter existing thereon.

The personal property in which Beneficiary has a security interest includes goods which are or shall become fixtures on the Property. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of the Nevada Uniform Commercial Code. This filing is to be recorded in the real estate records of the county in which the Property is located. In that regard, the following information is provided regarding the "Debtor" (as "Debtor" is defined in the UCC-1 form for purposes of that form only):

Name of Debtor: **KILEY RANCH, LLC, a Nevada limited liability company**

Debtor's State of Nevada
Organizational Filing
Number: **LLC2659-1998**

Address of Debtor: **See Paragraph 5.12**

Name of Debtor: **LAZY FIVE COMPANY, a Nevada corporation**

Debtor's State of Nevada
Organizational Filing
Number:

C1775-1967

Address of Debtor: See Paragraph 5.12

Name of Secured Party: **COLONIAL BANK, N.A.**

Address of Secured Party: See Paragraph 5.12

Trustor warrants and agrees that there is no financing statement covering the foregoing Collateral, the Property, or any part thereof, on file in any public office, except for those in favor of Beneficiary.

1.03. Trustor hereby assigns and transfers to Beneficiary, as additional security, all damages, royalties and revenue of every kind, nature and description whatsoever that Trustor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Property, with the right in Beneficiary to receive and receipt therefor, and apply the same to the indebtedness secured hereby either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required to do so.

B. Obligations Secured.

1.04. This Deed of Trust is given for the purpose of securing, in such order of priority as Beneficiary may determine:

(a) Payment of the indebtedness evidenced by the following promissory notes (as amended and modified from time to time, collectively, the "Note"):

(i) a Revolving Line of Credit Promissory Note Secured By Deed of Trust of even date herewith and any renewals, extensions, modifications or amendments thereof, in the principal amount of **TWO MILLION AND NO/100THS DOLLARS (\$2,000,000.00)**, executed by Kiley Ranch Communities, a Nevada corporation (the "Borrower"), and payable to Beneficiary, together with interest thereon and late charges as provided therein, which is made a part hereof by reference. Such Note contains a provision for changes in the rate of interest charged thereunder based upon the prime rate as announced from time to time in the Wall Street Journal (West Coast Edition). Such Note evidences a revolving line of credit loan and funds may be advanced by Beneficiary, repaid by Borrower, and subsequently readvanced by Beneficiary. Notwithstanding the amount outstanding at any

4

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

particular time, this Deed of Trust secures the maximum principal amount specified above, plus all interest, costs and attorneys' fees as specified in that certain Revolving Line of Credit Loan Agreement of even date herewith (as amended and modified from time to time, the "Line of Credit Loan Agreement") between Beneficiary and Borrower. Absent a default by Borrower under the Line of Credit Loan Agreement, all advances thereunder and under such Note by Beneficiary are obligatory and are secured by this Deed of Trust. All such obligatory advances and interests and fees thereon will have the same priority as the funds initially advanced under such Note and Line of Credit Loan Agreement. According to the Line of Credit Loan Agreement, the unpaid balance of the revolving line of credit may at certain times be zero. Notwithstanding this fact, Beneficiary is obligated under the terms of the Line of Credit Loan Agreement to advance to the Borrower up to the amount specified above. Therefore, the interest of the Beneficiary will remain in full force and effect, notwithstanding a zero balance under such Note.

(ii) a Revolving Line of Credit Promissory Note Secured By Deed of Trust of even date herewith and any renewals, extensions, modifications and amendments thereof, in the principal amount of **TWENTY MILLION AND NO/100THS DOLLARS (\$20,000,000.00)**, executed by Borrower, and payable to Beneficiary, together with interest thereon and late charges as provided therein, which is made a part hereof by reference. Such Note contains a provision for changes in the rate of interest charged thereunder based upon the prime rate as announced from time to time in the Wall Street Journal (West Coast Edition). Such Note evidences a revolving construction line of credit loan and funds may be advanced by Beneficiary, repaid by Borrower, and subsequently readvanced by Beneficiary. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the maximum principal amount specified above, plus all interest, costs and attorneys' fees as specified in that certain Revolving Line of Credit Construction Loan Agreement of even date herewith (as amended and modified from time to time, the "Construction Loan Agreement") between Beneficiary and Borrower. Absent a default by Borrower under the Construction Loan Agreement, all advances thereunder and under such Note by Beneficiary are obligatory and are secured by this Deed of Trust. All such obligatory advances and interests and fees thereon will have the same priority as the funds initially advanced under such Note and Construction Loan Agreement. According to the Construction Loan Agreement, the unpaid balance of the revolving construction loan may at certain times be zero. Notwithstanding this fact, Beneficiary is obligated under the terms of the Construction Loan Agreement to advance to the Borrower up to the amount specified above. Therefore, the interest of the Beneficiary will remain in full force and effect, notwithstanding a zero balance under such Note. The Line of Credit Loan Agreement and the Construction Loan Agreement are at times referred to herein collectively as the "Loan Agreement".

(iii) Payment of any and all amounts drawn under any of the Standby Irrevocable Letters of Credit (the "Letters of Credit") issued from time to time by Beneficiary for the account of Borrower or Trustor in favor of the City of Sparks, the Nevada

5

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

Department of Transportation, and other public entities and agencies in connection with the completion of construction of the Improvements described in the Construction Loan Agreement, together with interest thereon and costs and fees incurred by Beneficiary in connection therewith, the repayment obligation under such Letters of Credit to be evidenced by a Letter of Credit Promissory Note of even date herewith executed by Borrower in favor of Beneficiary in the principal amount of **THREE MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$3,500,000.00)**

(b) Payment of such further sums as Borrower hereafter may borrow from Beneficiary when evidenced by another note or notes, reciting it is so secured, payable to Beneficiary or order and made by Borrower and all renewals, extensions, modifications or amendments of such note or notes.

(c) Payment of all other moneys herein agreed or provided to be paid by Borrower and/or Trustor and performance of all other obligations of Borrower and/or Trustor contained herein and in the Loan Agreement, and any other loan documents executed in connection with the Loan Agreement, including payment of all sums expended or advanced by Beneficiary hereunder, together with interest thereon at the rate payable under the Note, in the preservation, enforcement and realization of the rights of Beneficiary hereunder or under any of the other obligations secured hereby, including, without limitation, attorney's fees, court costs, other litigation expenses and foreclosure expenses.

(d) Performance of each agreement of Borrower and/or Trustor contained in any other agreement given by Borrower and/or Trustor to Beneficiary which is for the purpose of further securing any indebtedness or obligation secured hereby.

II. COVENANTS OF TRUSTOR.

A. Condition and Operation of Property.

2.01. Trustor agrees not to commit or permit any waste or deterioration of the Property.

2.02. Trustor shall not commit, permit or allow to exist, any violation of any law, ordinance, rule, regulation or order of any governmental authority having jurisdiction over the Property or of any matter or record affecting the Property.

2.03 Trustor shall maintain, or cause to be maintained, proper and accurate books, records and accounts reflecting all items of income and expense in connection with Trustor's operation of the Property or in connection with any services, equipment or furnishings provided in connection with Trustor's operation of the Property. Upon the request of

Beneficiary, Trustor shall prepare and deliver to Beneficiary such financial statements regarding Trustor's operation of the Property as Beneficiary may reasonably request. Beneficiary, or its designee, shall have the right from time to time during normal business hours to examine such books, records and accounts and to make copies or extracts therefrom.

B. Insurance.

2.04. Trustor shall, at all times, provide, maintain and keep in force all of the following:

(a) A policy or policies of commercial general liability insurance with respect to the Property, insuring Trustor and Beneficiary, as their interests may appear, against loss for any occurrence resulting in bodily injury to or the death of one or more persons and consequential damages arising therefrom and property damage involving injury or destruction of the tangible property of third parties in the amount of no less than \$2,000,000.00, combined single limit. All policies should be on an "occurrence" basis with Beneficiary named as an additional insured under such policy or policies.

(b) Such other insurance, and in such amounts, as may from time to time be reasonably required by Beneficiary.

Such insurance policies shall be updated at Beneficiary's request, but not less frequently than annually during the Loan term.

2.05. All policies required by Paragraph 2.04 shall (i) be issued by companies duly qualified and licensed to do such business in the State of Nevada and approved by Beneficiary, (ii) shall be subject to the reasonable approval of Beneficiary as to the insuring companies, amount, content and forms of policies and expiration dates, (iii) contain a Non-Contributory Standard Mortgagee Clause and the Lender's Loss Payable Endorsement (Form 438 BFU NS), or their equivalents, in favor of Beneficiary, (iv) provide that the proceeds thereof shall be payable to Beneficiary (to the extent of its interest) (v) provide that it cannot be modified or cancelled, to the extent that such modification or cancellation substantially affects the Property, or Beneficiary's interest thereon, without thirty days' prior written notice to Beneficiary, and (vi) be primary and non-contributory with any other insurance of Beneficiary.

2.06. Trustor shall furnish to Beneficiary a certificate of each policy required under Paragraph 2.04 and, at least thirty days prior to expiration of any such policy, proof of issuance of a policy continuing in force the coverage provided by the expiring policy. In the event Trustor shall fail to maintain the insurance coverage required by this Deed of Trust, Beneficiary may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary

7

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

and provide for payment thereof; and all amounts so advanced therefor by Beneficiary shall become an additional obligation of Trustor to Beneficiary, which amounts, together with interest thereon at the Default Rate (as defined and provided for in the Loan Agreement), Trustor agrees to pay.

2.07. After the happening of any casualty insured against under Paragraph 2.04, Trustor shall give prompt written notice thereof to Beneficiary.

2.08. [Intentionally Omitted.]

2.09. In the event of the foreclosure of this Deed of Trust or other transfer of the title to the Property in extinguishment, in whole or in part, of the indebtedness secured hereby, all right, title and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee to the extent that such insurance policy affects the Property.

C. Payments.

2.10. [Intentionally Omitted.]

2.11. Trustor shall pay or cause to be paid:

(a) Prior to the assessment of any penalty or delinquency, all taxes, assessments and other governmental or public charges affecting the Property, including assessments on appurtenant water stock, and any accrued interest, cost and/or penalty thereon and shall submit paid receipt therefor to Beneficiary upon request.

(b) When due, all encumbrances (including any debt secured by deed of trust), ground rents, liens, and/or charges, with interest, on the Property or any part thereof which appear to be prior or superior hereto and all costs, fees and expenses related thereto.

(c) When due, all charges for utilities or services including, but not limited to, electricity, gas, water and sewer.

2.12. [Intentionally Omitted.]

2.13. Trustor shall pay immediately, upon demand, after expenditure, all sums expended or expenses incurred by Trustee and/or Beneficiary under any of the terms of this Deed of Trust, including without limitation, any fees and expenses (including reasonable attorneys' fees) incurred in connection with any reconveyance of the Property or any portion thereof, or to compel payment of the Note or any portion of the indebtedness evidenced thereby or in connection with any default thereunder, including without limitation attorneys' fees incurred in

any bankruptcy or judicial or nonjudicial foreclosure proceeding, with interest from date of expenditure at the Interest Rate provided for in the Note.

2.14. Trustor shall pay the amount demanded by Beneficiary or its authorized servicing agent for any statement regarding the obligations secured hereby; provided, however, that such amount may not exceed the maximum amount allowed by law at the time request for the statement is made.

D. Condemnation.

2.15. If the Property, or any part thereof, is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor to which Trustor shall be entitled, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding or to make any compromise or settlement in connection with such taking or damage to the extent of the interests of Trustor therein. All such compensation, awards, damages, rights of action and proceeds to which Trustor shall be entitled (the "Proceeds") are hereby assigned to Beneficiary, who shall after deducting therefrom all its reasonable expenses, including attorneys' fees, apply or release the Proceeds with the same effect and as provided in Paragraph 2.08 above with respect to disposition of insurance proceeds; provided, that if there are any excess Proceeds after application thereof to the restoration of the Property, Beneficiary shall be entitled to apply such excess to the reduction of the principal balance due under the Note without any adjustment in the dollar amount of the monthly installments due under the Note. Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. Nothing herein contained shall prevent the accrual of interest as provided in the Note on any portion of the Proceeds to be applied to the principal balance due under the Note until the Proceeds are received by Beneficiary.

E. Rents and Leases.

2.16. [Intentionally Omitted.]

2.17. [Intentionally Omitted.]

2.18. [Intentionally Omitted.]

F. Other Rights and Obligations.

2.19. In addition to any other grant, transfer or assignment effectuated hereby, without in any manner limiting the generality of the grants in Article I hereof, Trustor shall assign to Beneficiary Trustor's interest, if any, in all agreements, contracts, leases, licenses and

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

permits affecting the Property in any manner whatsoever, such assignments to be made, if so requested by Beneficiary, by instruments in form satisfactory to Beneficiary but no such assignment shall be construed as a consent by Beneficiary to any agreement, contract, license or permit so assigned, or to impose upon Beneficiary any obligations with respect thereto.

2.20. In the event of the passage, after the date of this Deed of Trust, of any law deducting from the value of the Property for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of deeds of trust or debts secured by deeds of trust, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, or imposing payment of the whole or any portion of any taxes, assessments or other similar charges against the Property upon the Beneficiary, the indebtedness secured hereby shall immediately become due and payable at the option of the Beneficiary; provided, however, that such election by Beneficiary shall be ineffective if such law either (a) shall not impose a tax upon Beneficiary nor increase any tax now payable by Beneficiary or (b) shall impose a tax upon Beneficiary or increase any tax now payable by Beneficiary and prior to the due date: (i) Trustor is permitted by law and can become legally obligated to pay such tax or the increased portion thereof (in addition to all interest, additional interest and other charges payable hereunder and under the Note without exceeding the applicable limits imposed by the usury laws of the State of Nevada); (ii) Trustor does pay such tax or increased portion; and (iii) Trustor agrees with Beneficiary in writing to pay, or reimburse Beneficiary for the payment of, any such tax or increased portion thereof when thereafter levied or assessed against the Property or any portion thereof. The obligations of Trustor under such agreement shall be secured hereby.

2.21. [Intentionally Omitted].

2.22. Trustor shall do any and all acts which, from the character or use of the Property or the Collateral, may be reasonably necessary to protect and preserve the security of Beneficiary, the specific enumerations herein not excluding the general.

2.23. Trustor will faithfully perform each and every covenant to be performed by Trustor under any lien or encumbrance upon or affecting the Property, including, without limiting the generality hereof, mortgages, deeds of trust, leases, declaration of covenants, easements, conditions and/or restrictions and other agreements which affect the Property, in law or in equity, which Beneficiary reasonably believes may be prior and superior to the lien or charge of this Deed of Trust. A breach of or a default under any such lien or encumbrance shall constitute an event of default under this Deed of Trust.

2.24. Upon election of either Beneficiary or Trustee so to do, employment of an attorney is authorized and payment by Trustor of all attorneys' fees, costs and expenses in connection with any action and/or actions (including the cost of evidence or search of title), which may be brought for the foreclosure of this Deed of Trust, and/or for possession of the

property covered hereby, and/or for the appointment of a receiver, and/or for the enforcement of any covenant or right in this Deed of Trust contained as hereinafter provided shall be secured hereby.

2.25. [Intentionally Omitted.]

2.26. Except for transfers between Trustor and Borrower, in the event that the interest of Trustor in the Property, or any part thereof, or any interest therein is sold, conveyed, alienated, further encumbered or otherwise transferred by the Trustor, voluntarily or involuntarily, whether by operation of law or otherwise, the Note, irrespective of the maturity dates expressed therein, at the option of Beneficiary, and without demand or notice, shall immediately become due and payable. In the event that Beneficiary does not elect to declare the Note immediately due and payable, then, unless indicated otherwise in writing by Beneficiary, Borrower shall nevertheless remain primarily liable for the obligations hereunder and under the Note and any other instrument securing the Note. This provision shall apply to each and every sale, conveyance, alienation, encumbrance or transfer, regardless whether or not Beneficiary has consented to, or waived, Beneficiary's rights hereunder, whether by action or non-action in connection with any previous sale, conveyance, alienation, encumbrance or transfer and whether or not the holder has received any payments after said transfer.

Notwithstanding the foregoing, provided that no Event of Default then exists hereunder, or under the Loan Agreement, or any obligation secured hereby, Beneficiary shall, upon request of Borrower, cause to be released from the lien hereof one (1) or more legally described and assessed lots or parcels and any improvements constructed thereon, together with a proportionate amount of water rights, upon payment to Beneficiary in the amount applicable to each such lot or parcel as set forth in Exhibit "B" attached hereto and by this reference made a part hereof, provided that no payment shall be required for releases of portions of the Land related to dedications (e.g., streets, parks, trails, etc.) and to public or private maintenance associations (e.g., landscape/lighting zones, parks, trails, etc.). Borrower shall pay any and all cost and expense incurred in connection with such releases.

2.27. Trustor agrees to execute such documents and take such action as Beneficiary shall reasonably determine to be necessary or desirable to further evidence, perfect or continue the perfection of the lien and security interest granted by Trustor herein.

2.28. Following a ten (10) day written notice to Trustor (unless Beneficiary reasonably determines that emergency circumstances exist which would make the giving of such notice impractical), at the time and in the manner herein provided, Beneficiary may, without releasing Trustor from any obligation hereunder and without waiving its right to declare a default or impairing any declaration of default as herein provided or any sale proceeding predicated thereon:

(a) Make any payment or perform any act in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary and Trustee being authorized to enter upon and take possession of the Property for such purposes;

(b) Commence, appear in and/or defend any action or proceedings purporting to affect the security hereof, and/or any additional or other security therefor, the interests, rights, powers and/or duties of Trustee and/or Beneficiary hereunder, whether brought by or against Trustor, Trustee or Beneficiary;

(c) Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of either may affect or appear to affect the security of this Deed of Trust, the interest of Beneficiary or the rights, powers and/or duties of Trustee and/or Beneficiary hereunder; and

(d) Upon an event of default hereunder or under the Note, Beneficiary is authorized either by itself or by its agents to be appointed by it for that purpose or by a receiver appointed by a court of competent jurisdiction, to enter into and upon and take and hold possession of any portion or all of the Property, both real and personal, and exclude Trustor and all other persons therefrom; and to operate and manage the Property and rent and lease the same, perform such reasonable acts of repair or protection as may be reasonably necessary or proper to conserve the value thereof, and collect any and all income, rents, issues, profits and proceeds therefrom, the same being hereby assigned and transferred to Beneficiary for the benefit and protection of Beneficiary, and from time to time apply and/or accumulate such income, rents, issues, profits and proceeds in such order and manner as Beneficiary or such receiver in its sole discretion shall consider advisable, to or upon the following: the expense of receivership, if any, the proper costs of upkeep, maintenance, repair and/or operation of the Property, the repayment of any sums theretofore or thereafter advanced pursuant to the terms of this Deed of Trust upon the indebtedness secured hereby, the taxes and assessments upon the Property then due or next to become due, and/or upon the unpaid principal of such indebtedness. The collection and/or receipt of income, rents, issues, profits and/or proceeds from the Property by Beneficiary, its agent or receiver, after declaration of default and election to cause the Property to be sold under and pursuant to the terms of this Deed of Trust shall not affect or impair such default or declaration of default or election to cause the Property to be sold or any sale proceedings predicated thereon, but such proceedings may be conducted and sale effected notwithstanding the receipt and/or collection of any such income, rents, issues, profits and/or proceeds. Any such income, rents, issues, profits and/or proceeds in the possession of Beneficiary, its agent or receiver, at the time of sale and not theretofore applied as herein provided, shall be applied in the same manner and for the same purposes as the proceeds of the sale. Neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts referred to in this Paragraph and any of the actions referred to in this Paragraph may be taken by

Beneficiary irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness evidenced by the Note.

III. DEFAULTS AND REMEDIES.

A. Defaults.

3.01. Trustor shall be in default hereunder upon the breach of any covenant or warranty contained herein, or if an Event of Default shall have occurred and be continuing under the Loan Agreement, the Note, or any other obligation secured hereby, subject to any applicable notice requirement and opportunity to cure.

B. Remedies.

3.02. Upon the occurrence of any default hereunder, or under the Note, the Loan Agreement or any other documents executed in connection herewith, then and in each such event, Beneficiary may declare all sums secured hereby immediately due and payable either by commencing an action to foreclose this Deed of Trust as a mortgage, or by the delivery to Trustee of a written declaration of default and demand for sale and of written notice of default and of election to cause the Property to be sold, which notice Trustee shall cause to be duly filed for record in case of foreclosure by exercise of the power of sale herein. Should Beneficiary elect to foreclose by exercise of the power of sale herein, Beneficiary shall also deposit with Trustee this Deed of Trust, the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require, and notice of sale having been given as then required by law and after lapse of such time as may then be required by law after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed or deeds conveying the Property, or any portion thereof, so sold, but without any covenant or warranty, express or implied. The recitals in such deed or deeds of any matters or facts, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale.

3.03. Beneficiary, from time to time before Trustee's sale, may rescind any such notice of breach or default and of election to cause the Property to be sold by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by

Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause the Property to be sold to satisfy the obligations hereof, nor otherwise affect any provision, agreement, covenant or condition of the Note, the Loan Agreement and/or of this Deed of Trust or any of the rights, obligations or remedies of the parties hereunder.

3.04. After deducting all costs, fees and expenses of Trustee and of this Trust, including the cost of evidence of title in connection with sale and attorneys' fees, Trustee shall apply the proceeds of sale as required by applicable law.

3.05. If Beneficiary at any time holds additional security for any obligations secured hereby, it may enforce the terms hereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder, and may apply the proceeds upon the indebtedness secured hereby without affecting the status of or waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein or in any such other security.

3.06. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

3.07. Subject to any notice requirement and opportunity to cure contained herein, in the event of a default hereunder, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under it, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Property, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property unless such receivership is sooner terminated.

IV. COLLATERAL.

14

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

4.01. With respect to the security interest granted in paragraph 1.02, Beneficiary shall have all the rights and remedies granted to a secured party under Article 9 of the Uniform Commercial Code, as well as all other rights and remedies available at law or in equity. Trustor shall, upon the demand of Beneficiary, assemble all of such personal property and make it available to Beneficiary at the Property, which is hereby agreed to be reasonably convenient to Beneficiary. The proceeds of any sale of such personal property shall be applied first to the expenses of Beneficiary in retaking, holding, preparing for sale, selling or similar matters, including reasonable attorney's fees.

4.02. Until Beneficiary exercises its right to collect proceeds of the Collateral pursuant hereto, Trustor will collect with diligence any and all proceeds of the Collateral. Upon written request by Beneficiary, any proceeds received by Trustor shall be in trust for Beneficiary, and Trustor shall keep all such collections separate and apart from all other funds and property so as to be capable of identification as the property of Beneficiary and shall deliver such collections at such time as Beneficiary may request to Beneficiary in the identical form received, properly endorsed or assigned when required to enable Beneficiary to complete collection thereof.

4.03. Trustor shall (i) permit representatives of Beneficiary to inspect the Collateral and Trustor's books and records relating to the Collateral and make extracts therefrom and to arrange for verification of the amount of Collateral, under procedures acceptable to Beneficiary, at Trustor's expense; (ii) promptly notify Beneficiary of any attachment or other legal process levied against any of the Collateral and any information received by Trustor relative to the Collateral, Trustor's debtors or other persons obligated in connection therewith, which may in any way affect the value of the Collateral or the rights and remedies of Beneficiary in respect thereto; (iii) reimburse Beneficiary upon demand for any and all costs, including without limitation reasonable attorneys' and accountants' fees, and other expenses incurred in collecting any sums payable by Trustor under any obligation secured hereby, or in the checking, handling and collection of the Collateral and the preparation and enforcement of any agreement relating thereto; (iv) notify Beneficiary of each location at which the Collateral is or will be kept, other than for temporary processing, storage or similar purposes, and of any removal thereof to a new location, including without limitation each office of Trustor at which records relating to the Collateral are kept; (v) provide, maintain and deliver to Beneficiary certificates of insurance insuring the Collateral against loss or damage by such risks and in such amounts, forms and by such companies as Beneficiary may require and with loss payable to Beneficiary, and in the event Beneficiary takes possession of the Collateral, the insurance policy or policies and any unearned or returned premium thereon shall at the option of Beneficiary become the sole property of Beneficiary; (vi) do all acts necessary to maintain, preserve and protect all Collateral, keep all Collateral in good condition and repair and prevent any waste or unusual or unreasonable depreciation thereof; and (vii) execute and deliver to Beneficiary further documents and instruments and do such other acts and things as Beneficiary may reasonably request in order to effectuate fully the purposes and intent hereof. Trustor hereby authorizes

15

Hale Lane Peck Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

Beneficiary to file financing statements, amendments and continuation statements in such filing offices as Beneficiary deems appropriate in connection with the security interest granted herein.

4.04. [Intentionally Omitted].

V. MISCELLANEOUS PROVISIONS.

5.01. By accepting payment of any sum secured hereby after its due date or in an amount less than the sum due, Beneficiary does not waive its rights either to require prompt payment when due of all other sums so secured or to declare a default as herein provided for failure to pay the total sum due.

5.02. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of the Property, Trustee may: reconvey any part of the Property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5.03. Beneficiary shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this Deed of Trust.

5.04. Beneficiary is authorized by itself, its agents, employees or workmen, to enter at any reasonable time and upon reasonable notice upon any part of the Property for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of the Loan Agreement and this Deed of Trust.

5.05. Subject to the provisions of Paragraph 2.26 hereof, 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. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the Note, now or hereafter and whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

5.06. Trustee, upon presentation to it of an affidavit signed by or on behalf of Beneficiary, setting forth any fact or facts showing a default by Trustor under any of the terms or conditions of this Deed of Trust, is authorized to accept as true and conclusive all facts and statements in such affidavit and to act hereunder in complete reliance thereon.

5.07. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

5.08. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trust created hereby is irrevocable by Trustor.

5.09. Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee, or of any pending sale under any other deed of trust.

5.10. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary and recorded in the county or counties where the Property is located, substitute a successor or successors for the Trustee named herein or acting hereunder.

5.11. The right to plead any and all statutes of limitation as a defense to any demand secured by this Deed of Trust is hereby waived to the full extent permitted by law.

5.12. All notices hereunder shall be deemed to have been duly given if personally delivered or mailed by United States registered or certified mail, with return receipt requested, postage prepaid to the parties at the following addresses (or at such other addresses as shall be given in writing upon any party to the others) and shall be deemed complete upon any such mailing:

To Trustor:

**Kiley Ranch, LLC
201 W. Liberty Street, Suite 203
Reno, Nevada 89501**

**Lazy Five Company
201 W. Liberty Street, Suite 203
Reno, Nevada 89501**

To Beneficiary:

**Colonial Bank, N.A.
2330 S. Virginia Street
Reno, Nevada 89502**

5.13. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth above.

**Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000**

5.14. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender to Trustee of this Deed of Trust and the Note for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5.15. Without affecting the liability or obligations of any person, including Trustor, for the performance of any obligations secured hereby (excepting only any person or property otherwise expressly released in writing by Beneficiary), Beneficiary may from time to time and without notice release any person liable for payment of any of said indebtedness or the performance of said obligations, extend the time of payment or otherwise alter the terms of any of said obligations, accept additional security therefor of any kind, including trust deeds or mortgages, or alter, substitute or release any property securing said obligations.

5.16. The provisions of this Deed of Trust governing the contractual rights and obligations of Trustor, Beneficiary and Trustee shall be construed according to the laws of the State of Nevada. The provisions of this Deed of Trust are intended to be supplemental and in addition to the provisions contained in the Loan Agreement. Any assignment of this Deed of Trust shall be considered an assignment of the Note and the Loan Agreement.

5.17. This Deed of Trust may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

VI. NON-BORROWER TRUSTOR PROVISIONS.

6.01. Trustor is not the maker of the Note nor the obligor under any of the Loan Documents. Trustor is executing this Deed of Trust for the sole purpose of encumbering its interest in the Property as and upon the terms and provisions above provided in this Deed of Trust, and Trustor shall not be liable whatsoever for the payment or performance of any obligation of Borrower pursuant to the Loan Documents. However, in executing and delivering this Deed of Trust to Beneficiary, Trustor expressly represents, acknowledges and agrees as follows:

(a) That (i) this Deed of Trust is executed at Borrower's request, and Trustor has received adequate consideration therefor; (ii) this Deed of Trust complies with any and all agreements between Borrower and Trustor regarding Trustor's execution hereof; (iii) Beneficiary has made no representation to Trustor as to the creditworthiness of Borrower; and (iv) Trustor has established adequate means of obtaining, and will obtain from Borrower on a

18

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

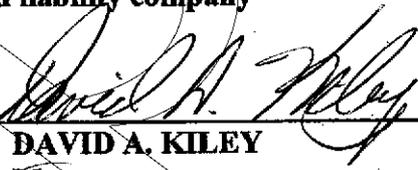
continuing basis, financial and other information pertaining to Borrower's financial condition and any facts or circumstances that might in any way affect Trustor's obligations under this Deed of Trust, and Beneficiary shall have no obligation to disclose to Trustor any information or furnish any material acquired in the course of the Beneficiary's relationship with Borrower.

(b) To the extent permitted by applicable law, each Trustor waives any defense arising by reason of (i) any disability or other defense of Borrower or any other person; (ii) the cessation from any cause whatsoever, other than payment in full of the obligations secured hereby; (iii) the application by Borrower of the proceeds of any obligations secured hereby for purposes other than the purposes represented by Borrower to Beneficiary or Trustor or intended or understood by Beneficiary or Trustor; (iv) any act or omission by Beneficiary which directly or indirectly results in or aids the discharge or release of Borrower, any other person, any obligations secured hereby, or any collateral by operation of law or otherwise; or (v) any modification of any obligations secured hereby in any form whatsoever, including without limitation the renewal, extension, compromise, acceleration or other change in time for payment or terms of such obligations, increase or decrease of the rate of interest thereon, or other change in the terms of such obligations or any part thereof, and Trustor agrees to execute such amendments to this Deed of Trust as Beneficiary may reasonably require to reflect that this Deed of Trust secures the obligations secured hereby as modified.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust and Security Agreement and Fixture Filing with Assignment of Rents as of the day first written above.

**KILEY RANCH, LLC, a Nevada
limited liability company**

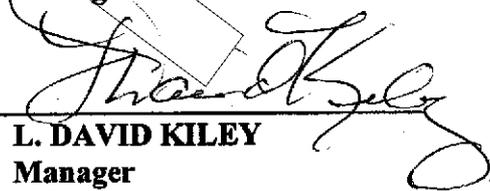
By:



DAVID A. KILEY

Manager

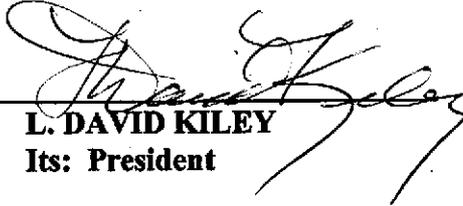
By:



L. DAVID KILEY

Manager

**LAZY FIVE COMPANY, a Nevada
corporation**

By: 
L. DAVID KILEY
Its: **President**

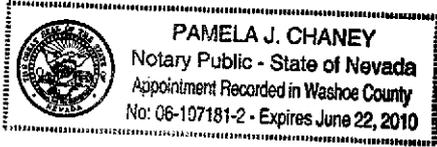
"Trustor"

COPY

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

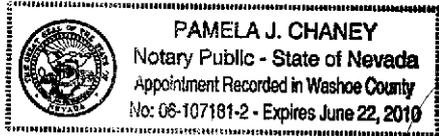
This instrument was acknowledged before me on APRIL 13, 2007, by David A. Kiley, Manager of Kiley Ranch, LLC.



Pamela J. Chaney
Notary Public
My Commission Expires: 6-22-10

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

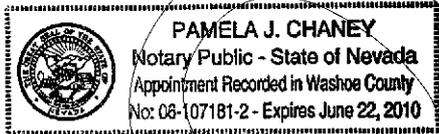
This instrument was acknowledged before me on APRIL 13, 2007, by L. David Kiley, Manager of Kiley Ranch, LLC.



Pamela J. Chaney
Notary Public
My Commission Expires: 6-22-10

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on APRIL 13, 2007, by L. David Kiley, as President of Lazy Five Company.



Pamela J. Chaney
Notary Public
My Commission Expires: 6-22-10

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

EXHIBIT "A"

Order No. 009517-PAH

Legal Description

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

PARCEL 1:

All that certain real property situated within a portion of the Southwest $\frac{1}{4}$ of Section 10, and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 20 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada, being a portion of Parcels C, D, 3, 8 and 9 as shown on that "Land Division Map for MARIAN M. STEAD TRUST & LAZY "S" COMPANY", recorded in the office of the Washoe County Recorder, February 6, 1979, as Land Map No. 38, Document No. 586926, Official Records of Washoe County, further described as follows:

Beginning on the easterly line of Sparks Boulevard as shown on that "Sparks Boulevard Dedication Map", recorded in the office of the Washoe County Recorder, July 27, 1999, as Dedication Tract Map No. 3735, Document No. 2364920, Official Records of Washoe County, Nevada, from which point the Northwest corner of said Section 15, also known as point WW 3020 per "Record of Survey for City of Sparks 2000 Geodetic Control Network", recorded in the office of the Washoe County Recorder, February 7, 2001, as Record of Survey Map No. 3885, File No. 2522263, Official Records of Washoe County, Nevada, bears North $84^{\circ}37'37''$ West, 1042.92 feet; thence, along the easterly line of Sparks Boulevard as shown said Tract Map No. 3735, along the arc of a curve to the left, from a tangent which bears, North $17^{\circ}40'11''$ West, having a length of 674.84 feet and a radius of 905.50 feet, through a central angle of $42^{\circ}42'02''$; thence, leaving the Easterly line of Sparks Boulevard as shown said Tract Map No. 3735, along the arc of a reverse curve to the right having a length of 277.79 feet and a radius of 200.00 feet, through a central angle of $79^{\circ}34'55''$, to the Easterly right-of-way of Pyramid Highway as shown on that "State of Nevada, Dept. of Transportation, R/W Division", dated December 1991, Project No. RS-445(3); thence, along the Easterly right-of-way of said Pyramid Highway, North $19^{\circ}12'42''$ East, 335.63 feet; thence, continuing along the Easterly right-of-way of said Pyramid Highway, along the arc of a tangent curve to the right having a length of 352.81 feet and a radius of 4925.00 feet, through a central angle of $04^{\circ}06'16''$; thence, North $23^{\circ}18'58''$ East, 592.90 feet; thence, leaving the Easterly right-of-way of said Pyramid Highway, along the arc of a non-tangent curve to the left, from a tangent which bears, South $23^{\circ}18'58''$ West, having a length of 109.97 feet and a radius of 70.00 feet, through a central angle of $90^{\circ}00'42''$; thence, South $66^{\circ}41'44''$ East, 63.35 feet; thence, South $66^{\circ}42'37''$ East, 113.42 feet; thence, along the arc of a tangent curve to the left having a length of 74.48 feet and a radius of 230.00 feet, through a central angle of $18^{\circ}33'17''$; thence, South $85^{\circ}15'54''$ East, 69.20 feet; thence, along the arc of a tangent curve to the right having a length of 87.51 feet and a radius of 270.00 feet, through a central angle of $18^{\circ}34'10''$; thence, South $66^{\circ}41'44''$ East, 434.58 feet; thence, along the arc of a tangent curve to the left having a length of 31.42 feet and a radius of 20.00 feet, through a central angle of $90^{\circ}00'00''$; thence, South $66^{\circ}41'44''$ East, 40.00 feet; thence, along the arc of a non-tangent curve to the left, from a tangent which bears, South $23^{\circ}18'16''$ West, having a length of 31.42 feet and a radius of 20.00 feet, through a central angle of $90^{\circ}00'00''$; thence, South $23^{\circ}18'16''$ West, 40.00 feet; thence, along the arc of a non-tangent curve to the left, from a tangent which bears, North $66^{\circ}41'44''$ West, having a length of 31.42 feet and a radius of 20.00 feet, through a central angle of $90^{\circ}00'00''$; thence, South $23^{\circ}18'16''$ West, 715.07 feet; thence, along the arc of a tangent curve to the left having a length of 185.13 feet and a radius of 230.00 feet, through a central angle of $46^{\circ}07'05''$; thence, along the arc of a reverse curve to the right having a length of 531.32 feet and a radius of 1370.00 feet, through a central angle of $22^{\circ}13'15''$; thence, along the arc of a reverse curve to the left having a length of 30.72 feet and a radius of 20.00 feet, through a central angle of $88^{\circ}01'04''$; thence, South $88^{\circ}36'38''$ East, 15.83 feet; thence, South $01^{\circ}23'22''$ West, 25.00 feet; thence, North $88^{\circ}36'38''$ West, 333.29 feet; thence, along the arc of a tangent curve to the left having a length of 99.86 feet and a radius of 300.00 feet, through a central angle of $19^{\circ}04'15''$; thence, South $72^{\circ}19'07''$ West, 261.79 feet, to the point of beginning.

Reference is made to Parcel 2 of Record of Survey Map No. 4462, recorded September 24, 2004, as Document No. 3102675, Official Records of Washoe County, State of Nevada.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Boundary

Line Adjustment and Quitclaim Deed, recorded in the office of the County Recorder of Washoe County, Nevada on September 24, 2004, as Document No. 3102674, of Official Records.

PARCEL 2:

All that certain real property situated within a portion of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 20 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada, being a portion of Lot 8 as shown on that "Land Division Map for Marian M. Stead Trust & Lazy "5" Company", recorded in the office of the Washoe County Recorder, February 6, 1979, as Land Map No. 38, Document No. 586926, Official Records of Washoe County, further described as follows:

BEGINNING at the South quarter corner of said Section 10, thence along the southerly line of said Section 10, North 88°36'12" West, 1034.48 feet; thence along the arc of a non-tangent curve to the right, from a tangent which bears North 58°38'32" East, having a length of 17.15 feet and a radius of 30.00 feet, through a central angle of 32°44'50"; thence North 01°23'22" East, 50.00 feet; thence North 88°36'38" West, 15.83 feet; thence along the arc of a tangent curve to the right having a length of 30.72 feet and a radius of 20.00 feet, through a central angle of 88°01'04"; thence along the arc of a reverse curve to the left having a length of 531.32 feet and a radius of 1370.00 feet, through a central angle of 22°13'15"; thence along the arc of a reverse curve to the right having a length of 185.13 feet and a radius of 230.00 feet, through a central angle of 46°07'05"; thence North 23°18'16" East, 592.47 feet to the North line of Lot 8; thence along the North line of Lot 8 as shown on said Land Map No. 38, South 88°35'42" East, 977.48 feet to the East line of said Lot 8; thence along the East line of Lot 8 as shown on said Land Map No. 38, South 02°19'01" West, 1318.18 feet to the point of beginning.

Reference is made to Parcel 3 of Record of Survey Map No. 4462, recorded September 24, 2004, as Document No. 3102675, Official Records of Washoe County, State of Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Washoe County, Nevada on September 23, 2004, as Document No. 3102674 of Official Records.

All that real property situate in Section 10, Township 20 North, Range 20 East, M.D.B.&M., in the County of Washoe, State of Nevada, described as follows:

PARCEL 3:

Lot 7 of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

PARCEL 4:

Lot 6 of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

PARCEL 5:

Lot 5 of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

PARCEL 6:

Lot 4 of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

PARCEL 7:

All that certain real property situated within a portion of the Northeast 1/4 of the Southwest 1/4, and a portion of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 20 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada, being a portion of Parcels 3 and C as shown on that "Land Division Map for Marian M. Stead Trust and Lazy "5" Company", recorded in the office of the Washoe County Recorder, February 6, 1979, as Land Map No. 38, Document No. 586926, Official Records of Washoe County, Nevada, further described as follows:

BEGINNING at the intersection of the northerly line of Parcel C as shown on said Land Map No. 38 and the easterly right-of-way of Pyramid Highway as shown on that "State of Nevada, Dept. of Transportation, R/W Division", dated December, 1991, Project No. RS-445(3), thence along the northerly lines of said Parcel C and the northerly line of Parcel 3 as shown on said Land Map No. 38, South 88°35'00" East, 1509.60 feet to the Northeast corner of said Parcel 3; thence leaving the northerly line of Parcel 3 as shown on said Land Map No. 38, along the easterly line of said Parcel 3, South 02°19'01" West, 1318.18 feet to the Southeast corner of said Parcel 3; thence leaving the easterly line of Parcel 3 as shown on said Land Map No. 38, along the southerly line of said Parcel 3, North 88°35'42" West, 977.48 feet; thence leaving the southerly line of Parcel 3 as shown on said Land Map No. 38, North 23°18'16" East, 122.60 feet; thence along the arc of a tangent curve to the right having a length of 31.42 feet and a radius of 20.00 feet, through a central angle of 90°00'00"; thence North 23°8'16" East, 40.00 feet; thence along the arc of a non-tangent curve to the right, from a tangent which bears North 66°41'44" West, having a length of 31.42 feet and a radius of 20.00 feet, through a central angle of 90°00'00"; thence North 66°41'44" West, 40.00 feet; thence along the arc of a non-tangent curve to the right, from a tangent which bears, South 23°18'16" West, having a length of 31.42 feet and a radius of 20.00 feet, through a central angle of 90°00'00"; thence North 66°41'44" West, 434.58 feet; thence along the arc of a tangent curve to the left having a length of 87.51 feet and a radius of 270.00 feet, through a central angle of 18°34'10"; thence North 85°15'54" West, 69.20 feet; thence along the arc of a tangent curve to the right having a length of 74.48 feet and a radius of 230.00 feet, through a central angle of 18°33'17"; thence North 66°42'37" West, 113.42 feet; thence North 66°41'44" West, 63.35 feet; thence along the arc of a tangent curve to the right having a length of 109.97 feet and a radius of 70.00 feet, through a central angle of 90°00'42", to the easterly right-of-way of said Pyramid Highway; thence along the easterly line of said Pyramid Highway, North 23°18'58" East, 828.03 feet to the point of beginning.

Reference is made to Parcel 1 of Record of Survey Map No. 4462, recorded September 24, 2004 as Document No. 3102675, Official Records of Washoe County, State of Nevada.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Washoe County, Nevada on September 24, 2004, as Document No. 3102674 of Official Records.

All that certain real property situate in the County of Washoe, State of Nevada, lying within the Northeast 1/4 of Section 10, and the Northwest 1/4 of Section 11, both in Township 20 North, Range 20 East, M.D.B.&M.

PARCEL 8:

COMMENCING at a point bearing South 00°34'02" West, 1310.01 feet from a found four inch diameter iron pipe marking the northeast corner of said Section 10, said point being further described as a found 5/8" diameter rebar with cap stamped "PLS 6630"; thence South 88°05'47" East, 16.06 feet to the point of beginning; thence South 01°16'10" West, 1309.73 feet to a found 5/8" diameter rebar w/plastic cap stamped "PLS 6630"; thence North 88°35'12" West, 672.33 feet; thence North 01°25'44" East, 1315.45 feet; thence South 88°05'47" East, 668.70 feet to said point of beginning.

Reference is made to Parcel 3-A of Record of Survey Map No.3627, recorded June 22, 1999, as Document No. 2353625, Official Records.

NOTE (NRS 111-312): The above metes and bounds description appeared previously in that certain instrument,

recorded in the office of the County Recorder of Washoe County, Nevada on June 22, 1999, as Document No. 2353624, of Official Records.

All that certain real property being a portion of the Northeast ¼ of Section 10, Township 20 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada, more particularly described as follows:

PARCEL 9:

COMMENCING at the northeast corner of Section 10, as shown on that " Amended Record of Survey for Washoe County Parks Department and Lazy Five Company", recorded on June 22, 1999, as Record of Survey Map No. 3624, File No.2353565, Official Records of Washoe County; thence South 00°34'02", 1310.01 feet; thence North 88°05'47" West, 662.27 feet to the true point of beginning; thence South 01°00'35" West, 1315.57 feet; thence North 88°35'12" West, 672.33 feet; thence North 01°26'55" East, 1321.21 feet; thence South 88°05'47" East, 662.27 feet to the point of beginning.

Reference is made to Parcel A of Record of Survey Map No.3625, recorded June 22, 1999, as Document No. 2353567, Official Records.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain instrument, recorded in the office of the County Recorder of Washoe County, Nevada on June 22, 1999, as Document No. 2353566, of Official Records.

All that real property situate in Section 10, Township 20 North, Range 20 East, M.D.B.&M., in the County of Washoe, State of Nevada, described as follows:

PARCEL 10:

Lot 2 of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

PARCEL 11:

All that portion of Lot E of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926, lying southeasterly of the Eastern line of Nevada State Highway Route No. 445.

PARCEL 12:

All that portion of Lot B of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926, lying southeasterly of the Eastern line of Nevada State Highway Route No. 445.

All that real property being a portion of the North 1/2 of Section 10, Township 20 North, Range 20 East, M.D.B.&M., in the County of Washoe, State of Nevada, described as follows:

PARCEL 13:

COMMENCING at the northeast corner of Section 10, as shown on that "Land Division Map for Marian M. Stead Trust and Lazy "5" Company", recorded on February 6, 1979, as Land Map No. 38, File No. 586926, Official Records of Washoe County; thence South 00°34'02" West, 1310.01 feet; thence North 88°05'47" West, 2058.90 feet to the true point of beginning; thence North 88°05'47" West, 590.19 feet; thence North 88°16'23" West, 458.26 feet to a point on the projection of an existing power line centerline; thence along said projection, North

59°23'55" East, 24.97 feet; thence leaving said projection, North 59°42'12" West, 515.56 feet to the easterly right-of-way line of Pyramid Lake Road (State Route 445), as shown on the "State of Nevada, Department of Transportation Right-of-Way Plans", dated December 1991, Contract No. 2511; thence along said right-of-way line, North 23°19'14" East, 398.53; thence along the arc of a tangent curve to the right, from a tangent which bears North 22°35'26" East, having a radius of 4930.00 feet, through a central angle of 04°28'27", and an arc length of 384.98 feet; thence departing said right-of-way line, South 48°26'27" East, 1539.81 feet to the point of beginning.

Reference is made to Parcel C of Record of Survey Map No. 3624, recorded March 2, 2001, as Document No. 2529720, Official Records and Certificate of Amendment recorded June 22, 1999, as Document No. 2353565, Official Records.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain instrument, recorded in the office of the County Recorder of Washoe County, Nevada on June 22, 1999, as Document No. 2353564, of Official Records.

All that real property situate in Section 10, Township 20 North, Range 20 East, M.D.B.&M., in the County of Washoe, State of Nevada, described as follows:

PARCEL 14:

Lot A of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

PARCEL 15:

All that portion of Lot E of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926, lying northwesterly of the Western line of Nevada State Highway Route No. 445.

PARCEL 16:

All that portion of Lot B of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926, lying northwesterly of the Western line of Nevada State Highway Route No. 445.

PARCEL 17:

All that portion of Lot C of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926, lying northwesterly of the Western line of Nevada State Highway Route No. 445.

All that certain real property situate within a portion of Sections 9 and 10, Township 20 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada, more particularly described as follows:

PARCEL 18:

Beginning at the northwest corner of Parcel D, as shown on that Record of Survey Map No. 3525, filed in the office of the Washoe County Recorder as Document No. 2274718, Official Records of Washoe County, Nevada;

Thence the following courses, arcs and distances: (1) Along the northerly line of said Parcel D, South 88°35'43" East, 588.71 feet to the westerly right-of-way of Pyramid Highway; (2) Along the westerly right-of-way of said Pyramid Highway, along the arc of a non-tangent curve to the left, from a tangent which bears South 22°38'12" West, having a length of 303.50 feet and a radius of 5075.00 feet, through a central angle of 03°25'35"; (3)

Continuing along the westerly right-of-way of said Pyramid Highway, South 19°12'37" West, 442.68 feet; (4) Leaving the westerly right-of-way of said Pyramid Highway, along the arc of a curve to the right, having a length of 131.17 feet and a radius of 87.00 feet, through a central angle of 86°23'03" to the northerly right-of-way of Highland Ranch Parkway; (5) Along the northerly right-of-way of said Highland Ranch Parkway, along the arc of a curve to the right, having a length of 520.23 feet and a radius of 447.84 feet, through a central angle of 66°33'28"; (6) Continuing along the northerly right-of-way of said Highland Ranch Parkway, North 07°50'52" West, 213.88 feet; (7) Continuing along the northerly right-of-way of said Highland Ranch Parkway, along the arc of a curve to the left, having a length of 204.39 feet and a radius of 530.00 feet, through a central angle of 22°05'47" to the northerly line of the Southeast one-quarter (SE1/4) of the Southeast one-quarter (SE1/4) of said Section 9; (8) Leaving the northerly right-of-way of said Highland Ranch Parkway, along the northerly line of the Southeast one-quarter (SE1/4) of the Southeast one-quarter (SE1/4) of Section 9, South 89°02'15" East, 189.31 feet to the Point of Beginning.

Reference is made to Parcel 1 of Record of Survey Map No. 3818, recorded June 30, 2000, as Document No. 2460839, Official Records.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain instrument, recorded in the office of the County Recorder of Washoe County, Nevada on June 30, 2000, as Document No. 2460838, of Official Records.

PARCEL 19:

All that real property situate in Section 10, Township 20 North, Range 20 East, M. D. B. & M., in the County of Washoe, State of Nevada, described as follows:

All that portion of Lot D of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926, lying northwesterly of the Western line of Nevada State Highway Route No. 445 and southwesterly of the Northeasterly line of Highland Ranch Parkway as they now exist.

PARCEL 20:

All that real property situate in Section 15, Township 20 North, Range 20 East, M. D. B. & M., in the County of Washoe, State of Nevada, described as follows:

All that certain piece or parcel of land situate within the Northwest ¼ of the Northwest ¼ of Section 15, Township 20 North, Range 20 East, M. D. B. & M., Washoe County, State of Nevada, lying westerly of the Western line of Nevada State Highway Route No. 445.

PARCEL 21:

All that certain piece or parcel of land situate in the North 325.80 feet of the Southeast 1/4 of the Northeast 1/4 of Section 16, Township 20 North, Range 20 East, M.D.B.&M., Washoe County, State of Nevada, lying westerly of Nevada State Highway Route No. 445.

PARCEL 22:

All that certain piece or parcel of land situate within the Northwest ¼, Section 15, Township 20 North, Range 20 North, M.D.B.&M., in Washoe County, State of Nevada, being more particularly described as follows:

Parcel A, as shown on the Tenth Parcel Map for KILEY RANCH L.L.C., Parcel Map No. 4221, filed June 29, 2004, File No. 3060912, Official Records of Washoe County, State of Nevada.

PARCEL 23:

All that certain real property situate within a portion of East 1/2 of Section 16 and the West 1/2 of Section 15, Township 20 North, Range 20 East, M.D.B.&M, Washoe County, Nevada, being a portion of Parcel B of Parcel Map No. 4221, recorded as File No. 3060912, Official Records of Washoe County on June 29, 2004 more particularly described as follows:

COMMENCING at the Northwest corner of said Section 15, thence South 57°19'47" East a distance of 1172.68 feet, to the Northeast corner of Parcel B of said Parcel Map No. 4221 and the point of beginning; thence along the East boundary of said Parcel B of the following 2 courses: (1) from a radial line which bears North 86°33'35" East, 256.49 feet along the arc of a non-tangent 5055.50 foot radius curve to the left through a central angle of 02°54'25"; (2) South 04°43'16" East a distance of 51.78 feet; thence departing the East boundary of said Parcel B South 86°17'54" West a distance of 25.82 feet; thence from a radial line which bears North 83°04'58" East, 22.50 feet along the arc of a non-tangent 5083.00 foot radius curve to the left through a central angle of 00°15'13"; thence 108.55 feet along the arc of a tangent 149.50 foot radius curve to the right through a central angle of 41°36'12"; thence South 34°25'57" West a distance of 20.75 feet; thence 5.84 feet along the arc of a tangent 9.50 foot radius curve to the right through a central angle of 35°14'02"; thence 347.99 feet along the arc of a tangent 666.00 foot radius curve to the left through a central angle of 29°56'14"; thence 70.68 feet along the arc of a tangent 551.00 foot radius curve to the right through a central angle of 07°21'00"; thence South 47°04'46" West a distance of 4.89 feet; thence 34.58 feet along the arc of a tangent 644.00 foot radius curve to the right through a central angle of 03°04'36"; thence 29.96 feet along the arc of a tangent 33.00 foot radius curve to the right through a central angle of 52°01'27"; thence 3.88 feet along the arc of a tangent 99.00 foot radius curve to the left through a central angle of 02°14'43"; thence 28.09 feet along the arc of a tangent 33.00 foot radius curve to the right through a central angle of 48°46'10"; thence South 58°42'16" West a distance of 108.00 feet; thence from a radial line which bears South 58°42'16" West, 28.09 feet along the arc of a non-tangent 33.00 foot radius curve to the right through a central angle of 48°46'10"; thence 3.88 feet along the arc of a tangent 99.00 foot radius curve to the left through a central angle of 02°14'43"; thence 29.96 feet along the arc of a tangent 33.00 foot radius curve to the right through a central angle of 52°01'27"; thence 470.09 feet along the arc of tangent 644.00 foot radius curve to the right through a central angle of 41°49'25"; thence North 70°55'25" West a distance of 71.53 feet; thence 65.23 feet along the arc of a tangent 72.00 foot radius curve to the right through a central angle of 51°54'38"; thence North 19°00'48" West a distance of 40.44 feet, to a point on the West boundary of said Parcel B, thence along the West boundary of Parcel B the following 5 courses: (1) thence North 19°19'26" East a distance of 50.86 feet; (2) thence South 88°54'23" East a distance of 11.51 feet; (3) thence North 19°13'06" East a distance of 345.74 feet; (4) thence North 00°55'28" East a distance of 79.25 feet; (5) thence North 19°12'54" East a distance of 301.36 feet, to the Northwest corner of said Parcel B; thence along the North boundary of said Parcel B North 89°55'24" East a distance of 902.80 feet to the point of beginning.

Reference is made to Parcel B-1 of Record of Survey Map No. 4617, recorded August 17, 2005, as Document No. 3262852, Official Records of Washoe County, State of Nevada

NOTE (NRS 111.312): The above metes and bounds description was prepared by GERALD D. JUAREZ, PLS# 12140, at WOOD RODGERS, INC. at 6774 S. McCarran Blvd., Reno, NV 89509.

PARCEL 24:

All that certain real property situated within a portion of the North ½ of the Northwest ¼ of Section 15, Township 20 North, Range 20 East, M.D.B.&M., City of Sparks, County of Washoe, State of Nevada, being a portion of Parcel 5 as shown on that "Records of Survey to Support a Boundary Line Adjustment for KILEY RANCH, L.L.C. and LAZY FIVE COMPANY", recorded in the office of the Washoe County Recorder, September 24, 2004, as Record of Survey Map No. 4462, Document No. 3102675, Official Records of Washoe County, further described as follows:

BEGINNING at the Northwest corner of Parcel 5 as shown on said Record of Survey Map No. 4462, said point being on the easterly line of Sparks Boulevard as shown on that "Sparks Boulevard Dedication Map", recorded in the office of the Washoe County Recorder, July 27, 1999, as Dedication Tract Map No. 3735, Document No. 2364920, Official Records of Washoe County, Nevada; thence, leaving the easterly line of said Sparks Boulevard, along the North line of said Parcel 5, North 72°19'07" East, 206.82 feet, to the Northeast corner of said Parcel 5;

thence, along the easterly line of Parcel 5 as shown on said Record of Survey Map No. 4462, along the arc of a non-tangent curve to the right, from a tangent which bears, South 17°40'33" East, having a length of 276.28 feet and a radius of 1112.50 feet, through a central angle of 14°13'45"; thence, continuing along the easterly line of Parcel 5, South 03°26'48" East, 192.16 feet; thence, along the arc of a tangent curve to the left having a length of 148.02 feet and a radius of 150.00 feet, through a central angle of 56°32'24"; thence, along the arc of a reverse curve to the right having a length of 95.36 feet and a radius of 300.00 feet, through a central angle of 18°12'42"; thence, South 41°46'30" East, 61.00 feet; thence, North 48°13'30" East, 25.00 feet; thence, South 41°46'30" East, 22.73 feet; thence, along the arc of a tangent curve to the right having a length of 156.88 feet and a radius of 275.00 feet, through a central angle of 32°41'10"; thence, South 09°05'20" East, 129.76 feet; thence, along the arc of a tangent curve to the left having a length of 30.55 feet and a radius of 20.00 feet, through a central angle of 87°31'24"; thence, South 06°38'45" East, 74.91 feet, to the northerly line of Parcel A as shown on that "Record of Survey to Support a Boundary Line Adjustment for KILEY RANCH, L.L.C.", recorded in the office of the Washoe County Recorder, September 24, 2004, as Record of Survey Map No. 4461, Document No. 3102673, Official Records of Washoe County, Nevada; thence, along the northerly line of Parcel A as shown on said Record of Survey Map No. 4461, along the arc of a non-tangent curve to the left, from a tangent which bears, South 83°21'15" West, having a length of 40.25 feet and a radius of 950.00 feet, through a central angle of 02°25'40"; thence, continuing along the northerly line of Parcel A as shown on said Record of Survey Map No. 4461, and the prolongation thereof, South 80°55'35" West, 440.56 feet, to the easterly line of Sparks Boulevard as shown on said Dedication Tract Map No. 3735; thence, along said easterly line of Sparks Boulevard, the following 5 courses: 1) along the arc of a non-tangent curve to the right, from a tangent which bears, North 09°39'12" West, having a length of 192.77 feet and a radius of 4940.50 feet, through a central angle of 02°14'08"; 2) North 09°05'38" West, 101.31 feet; 3) along the arc of a non-tangent curve to the right, from a tangent which bears, North 06°14'40" West, having a length of 241.99 feet and a radius of 4944.50 feet, through a central angle of 02°48'15"; 4) North 03°26'25" West, 308.75 feet; 5) along the arc of a tangent curve to the left having a length of 224.88 feet and a radius of 905.50 feet, through a central angle of 14°13'46", to the point of beginning.

Reference is made to Parcel 1-A of Record of Survey Map No. 4522, recorded February 9, 2005, as Document No. 3168091, Official Records of Washoe County, State of Nevada.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain instrument, recorded in the office of the County Recorder of Washoe County, Nevada on February 9, 2005, as Document No. 3167747, of Official Records.

PARCEL 25:

All that certain real property situated within a portion of the South ½ of the Southwest ¼ of Section 10, and the North ½ of the Northwest ¼ of Section 15, Township 20 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada being a portion of Lots D, 8, 9 and 10 as shown on that "Land Division Map for MARIAN M. STEAD TRUST and LAZY '5' COMPANY", recorded in the office of the Washoe County Recorder, February 6, 1979, as Land Map No. 38, Document No. 586926, Official Records of Washoe County, further described as follows:

Beginning at a point from which the Northwest corner of said Section 15, also known as point WW 3020 per "Record of Survey for City of Sparks 2000 Geodetic Control Network", recorded in the office of the Washoe County Recorder, February 7, 2001, as Record of Survey Map No. 3885, File No. 2522263, Official Records of Washoe County, Nevada, bears North 88°23'04" West, 1235.88 feet; thence, North 72°19'07" East, 54.97 feet; thence, along the arc of a tangent curve to the right having a length of 99.86 feet and a radius of 300.00 feet, through a central angle of 19°04'15"; thence, South 88°36'38" East, 333.29 feet; thence, South 01°23'22" West, 25.00 feet; thence, along the arc of a non-tangent curve to the left, from a tangent which bears, North 88°36'38" West, having a length of 47.12 feet and a radius of 30.00 feet, through a central angle of 90°00'00"; thence, South 01°23'22" West, 306.99 feet; thence, along the arc of a tangent curve to the right having a length of 135.04 feet and a radius of 225.00 feet, through a central angle of 34°23'17"; thence, South 35°46'39" West, 132.93 feet; thence, along the arc of a tangent curve to the right having a length of 70.61 feet and a radius of 325.00 feet, through a central angle of 12°26'51"; thence, South 48°13'30" West, 7.82 feet; thence, along the arc of a tangent curve to the left having a length of 47.12 feet and a radius of 30.00 feet, through a central angle of 90°00'00";

thence, South 48°13'30" West, 25.00 feet; thence, North 41°46'30" West, 61.00 feet; thence, along the arc of a tangent curve to the left having a length of 95.36 feet and a radius of 300.00 feet, through a central angle of 18°12'42"; thence, along the arc of a reverse curve to the right having a length of 148.02 feet and a radius of 150.00 feet, through a central angle of 56°32'24"; thence, North 03°26'48" West, 192.16 feet; thence, along the arc of a tangent curve to the left having a length of 276.28 feet and a radius of 1112.50 feet, through a central angle of 14°13'45", to the point of beginning.

Reference is made to Parcel 4 of Record of Survey Map No. 4462, recorded September 24, 2004, as Document No. 3102675, Official Records of Washoe County, State of Nevada.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Boundary Line Adjustment and Quitclaim Deed, recorded in the office of the County Recorder of Washoe County, Nevada on September 24, 2004, as Document No. 3102674, of Official Records.

PARCEL 26:

All that certain real property situate within a portion of the North 1/2 of Section 15, Township 20 North, Range 20 East, M.D.B.&M., City of Sparks, State of Nevada, being more particularly described as follows:

BEGINNING at the North quarter corner of said Section 15; thence along the northerly line of said Section 15, South 88°36'12" East, 1368.70 feet to the Southwest corner of Lot 5 as shown on Record of Survey 4268, File No. 2881167, Official Records of Washoe County; thence departing said northerly line, along the southerly line of said Lot 5 South 84°45'23" East, 572.01 feet to the westerly line of Lot 4 of said Record of Survey 4268, Official Records of Washoe County; thence along said westerly line the following 3 courses: (1) South 17°24'26" West, 754.19 feet; (2) South 33°30'37" West, 493.90 feet; (3) South 13°07'13" West, 143.69 feet to the northerly line of Parcel 1-B as shown on Record of Survey 4522, File No. 3168091, Official Records of Washoe County; thence along said northerly line the following 2 courses: (1) North 88°39'37" West, 1590.51 feet; (2) North 52°06'32" West, 140.19 feet to a point on the northerly right-of-way line of Kiley Parkway; thence departing said northerly line, along said northerly right-of-way the following 7 courses: (1) North 37°54'06" East, 30.49 feet; (2) North 52°05'54" West, 7.37 feet to the beginning of a tangent curve to the right; (3) 44.95 feet along the arc of a 53.00 foot radius curve, through a central angle of 48°35'31" to a point of reverse curvature; (4) 12.63 feet along the arc of a 74.00 foot radius curve, through a central angle of 09°46'36" to a point of reverse curvature; (5) 37.17 feet along the arc of a 43.00 foot radius curve, through a central angle of 49°31'18" to a point of reverse curvature; (6) 19.65 feet along the arc of a 1531.00 foot radius curve, through a central angle of 00°44'08"; (7) North 54°29'49" West, 31.00 feet to the beginning of a non-tangent curve to the left; thence departing said northerly right-of-way line, from a radial line which bears North 54°29'49" West, 693.39 feet along the arc of 1500.00 foot radius curve through a central angle of 26°29'08"; thence North 09°01'03" East, 98.64 feet; thence North 80°58'57" West, 59.74 feet; thence 213.80 feet along the arc of a tangent 348.60 foot radius curve to the right through a central angle of 35°08'25"; thence North 45°30'32" West, 119.42 feet; thence 6.96 feet along the arc of a tangent 750.00 foot radius curve to the left through a central angle of 00°31'53"; thence South 43°37'35" West, 46.00 feet; thence South 37°03'05" West, 78.91 feet; thence South 03°15'29" West, 107.96 feet; thence South 22°29'28" West, 55.37 feet; thence South 54°58'27" West, 80.09 feet; thence South 68°04'32" West, 141.95 feet; thence North 88°18'53" West, 292.37 feet; thence South 85°20'12" West, 41.00 feet; thence South 04°39'48" East, 22.84 feet to the beginning of a tangent curve to the right; thence 145.81 feet along the arc of a 2000.00 foot radius curve through a central angle of 04°10'37"; thence South 00°29'11" East, 158.63 feet to a point on the northerly right-of-way line of said Kiley Parkway; thence along said northerly right-of-way line the following 5 courses: (1) South 89°30'49" West, 29.00 feet to the beginning of a non-tangent curve to the right; (2) from a radial line which bears South 89°30'49" West, 52.37 feet along the arc of a 53.00 foot radius curve, through a central angle of 56°36'36" to a point of reverse curvature; (3) 23.85 feet along the arc of a 96.00 foot radius curve, through a central angle of 14°13'58" to a point of reverse curvature; (4) 65.84 feet along the arc of a 93.00 foot radius curve, through a central angle of 40°33'47" to a point of reverse curvature; (5) 2.87 feet along the arc of a 1043.00 foot radius curve, through a central angle of 00°09'27" to the beginning of a non-tangent curve to the right; thence departing said northerly right-of-way line 1.32 feet along the arc of a 20.00 foot radius curve, through a central angle of 03°46'32"; thence North 09°05'20" West, 129.76 feet to the beginning of a tangent curve to the left; thence 156.88 feet along the arc of a 275.00 foot radius curve, through a central angle of 32°41'10"; thence North 41°46'30"

West, 22.73 feet to the beginning of a tangent curve to the right; thence 47.12 feet along the arc of a 30.00 foot radius curve, through a central angle of 90°00'00"; thence North 48°13'30" East, 7.82 feet to the beginning of a tangent curve to the left; thence 70.61 feet along the arc of a 325.00 foot radius curve, through a central angle of 12°26'51"; thence North 35°46'39" East, 132.93 feet to the beginning of a tangent curve to the left; thence 135.04 feet along the arc of a 225.00 foot radius curve, through a central angle of 34°23'17"; thence North 01°23'22" East, 306.99 feet to the beginning of a tangent curve to the right; thence 29.98 feet along the arc of a 30.00 foot radius curve, through a central angle of 57°15'10" to a point on the northerly line of said Section 15; thence along said northerly line, South 88°36'12" East, 1034.48 feet to the point of beginning.

EXCEPTING THEREFROM Parcel 2 of Parcel Map No. 763, File No. 581724, Official Records of Washoe County.

The basis of bearings for this description is identical to that of Dedication Tract Map No. 4614, File No. 3355660, Official Records of Washoe County.

Reference is made to Parcel 2 of Record of Survey Map No. 4800, recorded September 21, 2006, as Document No. 3440717.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Washoe County, Nevada on September 21, 2006, as Document No. 3440716 of Official Records.

PARCEL 27:

Lot 20 of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926, which lies westerly of the Western line of Vista Boulevard and the easterly boundary of the Spanish Springs Storm Water Detention Facility.

EXCEPTING THEREFROM that portion of said land described in th Boundary Line Adjustment Agreement filed in the office of the County Recorder of Washoe County, State of Nevada, on May 24, 1996, in Book 4581, Page 216, Document No. 1997793.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Sparks by the following instruments: A.) Stipulation for Entry of Judgment in favor of the City of Sparks a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 925, Document No. 1454164, Official Records of Washoe County, State of Nevada; B.) Judgment of Condemnation in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 950, Document No. 1454165, Official Records of Washoe County, State of Nevada.

EXCEPTING THEREFROM that portion of said land dedicated to the City of Sparks by Dedication Tract Map No. 3196, filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, State of Nevada.

PARCEL 28:

Lot 20 of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926, which lies westerly of the Western line of Vista Boulevard and the easterly boundary of the Spanish Springs Storm Water Detention Facility.

EXCEPTING THEREFROM that portion of said land described in the Boundary Line Adjustment Agreement filed in the office of the County Recorder of Washoe County, State of Nevada, on May 24, 1996, in Book 4581, Page 216, Document No. 1997793.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Sparks by the following

instruments: A.) Stipulation for Entry of Judgment in favor of the City of Sparks a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 925, Document No. 1454164, Official Records of Washoe County, State of Nevada; B.) Judgment of Condemnation in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 950, Document No. 1454165, Official Records of Washoe County, State of Nevada.

EXCEPTING THEREFROM that portion of said land dedicated to the City of Sparks by Dedication Tract Map No. 3196, filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, State of Nevada.

PARCEL 29:

Lot 20 of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "S" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

EXCEPTING THEREFROM that portion of said land described in th Boundary Line Adjustment Agreement filed in the office of the County Recorder of Washoe County, State of Nevada, on May 24, 1996, in Book 4581, Page 216, Document No. 1997793.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Sparks by the following instruments: A.) Stipulation for Entry of Judgment in favor of the City of Sparks a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 925, Document No. 1454164, Official Records of Washoe County, State of Nevada; B. Judgment of Condemnation in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 950, Document No. 454165, Official Records of Washoe County, State of Nevada.

EXCEPTING THEREFROM that portion of said land dedicated to the City of Sparks by Dedication Tract Map No. 3196, filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, State of Nevada.

PARCEL 30:

All that real property situate within a portion of the Northeast $\frac{1}{4}$ of Section 15, Township 20 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada, more particularly described as follows;

Beginning at the East $\frac{1}{4}$ corner of said Section 15, said point being the Southeast corner of Parcel 13 as shown on that certain map entitled "Land Division Map for MARIAN M. STEAD TRUST and LAZY 'S' COMPANY", recorded in the office of the Washoe County Recorder, February 6, 1979, as Land Map No. 38, Document No. 586926, Official Records of Washoe County, Nevada; thence, along the Southerly line of Parcel 13 as shown on said Land Map No. 38, North $88^{\circ}43'04''$ West, 1364.41 feet, to the Southwest corner of said Parcel 13; thence, leaving the Southerly line of Parcel 13 as shown on said Land Map No. 38, along the Westerly line of said Parcel 13, North $01^{\circ}12'08''$ East, 1007.35 feet; thence, leaving the Westerly line of Parcel 13 as shown on said Land Map No. 38, North $13^{\circ}07'13''$ East, 321.83 feet, to the Northerly line of said Parcel 13; thence, along the Northerly line of Parcel 13 as shown on said Land Map No. 38, South $88^{\circ}39'37''$ East, 1300.09 feet, to the Northeast corner of said Parcel 13; thence, leaving the Northerly line of Parcel 13 as shown on said Land Map No. 38, along the Easterly line of said Parcel 13, South $01^{\circ}17'42''$ West, 1321.04 feet, to the point of beginning.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain instrument, recorded in the office of the County Recorder of Washoe County, Nevada on June 30, 2003, as Document No. 2881166, of Records.

PARCEL 31:

All that real property situate within a portion of the Southeast $\frac{1}{4}$ of Section 10, and the Northeast $\frac{1}{4}$ of Section 15, Township 20 North, Range 20 East, M.D.B.&M., County of Washoe, State of Nevada, more particularly described as follows:

Beginning at the Northeast corner of said Section 15, said point being the Northeast corner of Parcel 12 as shown on that certain map entitled "Land Division Map for MARIAN M. STEAD TRUST and LAZY 'S' COMPANY", recorded in the office of the Washoe County Recorder, February 6, 1979, as Land Map No. 38, Document No. 586926, Official Records of Washoe County, Nevada; thence, along the Easterly line of said Section 15, South $01^{\circ}17'42''$ West, 1321.04 feet, to the Southeast corner of Parcel 12 as shown on said Land Map No. 38; thence, leaving the Easterly line of said Section 15, along the Southerly line of Parcel 12 as shown on said Land Map No. 38, North $88^{\circ}39'37''$ West, 1300.09 feet; thence, leaving the Southerly line of Parcel 12 as shown on said Land Map No. 38, North $13^{\circ}07'13''$ East, 143.69 feet; thence, North $33^{\circ}30'37''$ East, 493.90 feet; thence, North $17^{\circ}32'26''$ East, 754.19 feet; thence, South $88^{\circ}45'14''$ East, 247.19 feet; thence, North $20^{\circ}13'44''$ East, 39.86 feet, to the Northerly line of said Section 15; thence, leaving the Northerly line of said Section 15, North $20^{\circ}13'44''$ East, 337.16 feet; thence, North $89^{\circ}42'34''$ East, 201.55 feet; thence, South $11^{\circ}33'29''$ East, 333.53 feet, to the Northerly line of Parcel 12 as shown on said Land Map No. 38; thence, along the Northerly line of Parcel 12 as shown on said Land Map No. 38, South $88^{\circ}36'12''$ East, 152.85 feet, to the point of beginning.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain instrument, recorded in the office of the County Recorder of Washoe County, Nevada on June 30, 2003, as Document No. 2881166, of Official Records.

PARCEL 32:

INTENTIONALLY OMITTED

PARCEL 33:

All that certain real property situate in a portion of Section 15, Township 20 North, Range 20 East, City of Sparks, Washoe County, Nevada, M.D.B.&M., being a portion of Parcel 1 of Parcel Map 4433 recorded on August 25, 2005 as File No. 3257171 in the Official Records of Washoe County, Nevada more particularly described as follows:

COMMENCING at the Northwest corner of said Section 15, marked by a 3-1/2 inch B.L.M. Brass Cap, 1976, point also known as "GPS 3020" per Record of Survey Map No. 3885, recorded on February 7, 2001 as File No. 2522263 in the Official Records of Washoe County, Nevada, thence South $62^{\circ}50'59''$ East a distance of 3046.64 feet to the intersection of the North boundary of said Parcel 1 and the center section line of said Section 15 and the point of beginning for this description; thence southerly along the center section line of said Section 15, South $01^{\circ}06'34''$ West a distance of 884.13 feet to the South boundary of said Parcel 1; thence westerly along the South boundary of said Parcel 1 North $89^{\circ}59'37''$ West a distance of 222.79 feet; thence northwesterly along the South boundary of said Parcel 1 North $54^{\circ}32'21''$ West a distance of 21.66 feet; thence departing the South boundary of said Parcel 1 from a radial line which bears South $75^{\circ}32'37''$ West, 208.40 feet along the arc of a non-tangent 796.00 foot radius curve to the left through a central angle of $15^{\circ}00'02''$; thence North $29^{\circ}27'25''$ West a distance of 112.90 feet; thence 617.69 feet along the arc of a tangent 604.00 foot radius curve to the right through a central angle of $38^{\circ}35'43''$; thence 32.06 feet along the arc of a tangent 27.00 foot radius curve to the right through a central angle of $68^{\circ}01'28''$; thence 61.05 feet along the arc of a tangent 129.00 foot radius curve to the left through a central angle of $27^{\circ}07'01''$; thence 27.26 feet along the arc of a tangent 27.00 foot radius curve to the right through a central angle of $57^{\circ}51'21''$; thence North $37^{\circ}54'06''$ East a distance of 56.51 feet to North boundary of said Parcel 1; thence southeasterly along the North boundary of said Parcel 1 South $52^{\circ}06'32''$ East a distance of 110.72 feet; thence easterly along the North boundary of said Parcel 1, South $88^{\circ}39'37''$ East a distance of 157.49 feet to the point of beginning.

Reference is made to Parcel 3-A of Record of Survey Map No. 4689, recorded March 1, 2006, as Document No. 3355656.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Washoe County, Nevada on March 1, 2006, as Document No. 3355655 of Official Records.

PARCEL 34:

All that certain real property situate in a portion of Section 15, Township 20 North, Range 20 East, City of Sparks, Washoe County, Nevada, M.D.B.&M., being a portion of Parcel 1 of Parcel Map 4433 recorded on August 25, 2005 as File No. 3257171 in the Official Records of Washoe County, Nevada more particularly described as follows:

COMMENCING at the Northwest corner of said Section 15, marked by a 3-1/2 inch B.L.M. Brass Cap, 1976, point also known as "GPS 3020" per Record of Survey Map No. 3885, recorded on February 7, 2001 as File No. 2522263 in the Official Records of Washoe County, Nevada, thence South 49°49'40" East a distance of 3525.44 feet to the intersection of the southerly boundary line of said Parcel 1 and the center section line of said Section 15 and the point of beginning for this description; thence northerly along the center section line of said Section 15 North 01°06'34" East 884.13 feet to the northerly boundary of said Parcel 1; thence easterly along the northerly boundary of said Parcel 1, South 88°39'37" East a distance of 1433.01 to the Northeast corner of said Parcel 1; thence southerly along the East boundary of said Parcel 1, South 13°07'13" West a distance of 360.61 feet to the southeasterly corner of said Parcel 1; thence southwesterly along the South boundary of said Parcel 1, South 43°25'17" West a distance of 468.47 feet; thence southwesterly along the South boundary of said Parcel 1, South 64°25'57" West a distance of 205.32 feet; thence westerly along the South boundary of said Parcel 1, South 87°07'17" West a distance of 563.01 feet; thence southwesterly along the South boundary of said Parcel 1, 85.74 feet along the arc of a tangent 140.00 foot radius curve to the left through a central angle of 35°05'18" to a point of reverse curvature; thence westerly along the South boundary of said Parcel 1, 39.77 feet along the arc of a tangent 60.00 foot radius reverse curve to the right through a central angle of 37°58'24"; thence westerly along the South boundary of said Parcel 1, North 89°59'37" West a distance of 182.36 feet to the point of beginning.

Reference is made to Parcel 1-A of Record of Survey No. 4689, recorded March 1, 2006, as Document No. 3355656.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Washoe County, Nevada on March 1, 2006, as Document No. 3355655 of Official Records.

PARCEL 35:

All that certain real property situate in a portion of Section 15, Township 20 North, Range 20 East, City of Sparks, Washoe County, Nevada, M.D.B.&M. being a portion of Lot 2 of Record of Survey Map No. 4268 recorded on June 30, 2003 as File No. 2881167 in the Official Records of Washoe County, Nevada more particularly described as follows:

COMMENCING at the Northwest corner of said Section 15, marked by a 3-1/2 inch B.L.M. Brass Cap, 1976, point also known as "GPS 3020" per Record of Survey Map No. 3885, recorded on February 7, 2001 as File No. 2522263 in the Official Records of Washoe County, Nevada, thence South 50°49'30" East 5208.87 feet to the Southeast corner of said Lot 2 and the point of beginning for this description; thence northwesterly along the South boundary of said Lot 2, North 50°55'41" West 20.45 feet; thence northwesterly along the South boundary of said Lot 2, North 51°30'03" West 200.09 feet; thence northwesterly along the South boundary of said Lot 2, North 50°06'17" West 350.02 feet; thence southwesterly along the South boundary of said Lot 2, South 40°13'05" West 17.00 feet; thence northwesterly along the South boundary of said Lot 2, North 50°53'41" West 310.77 feet; thence northwesterly along the South boundary of said Lot 2, North 58°18'29" West 35.11 feet; thence westerly along the South boundary of said Lot 2, North 88°43'21" West 134.37 feet; thence westerly along the South boundary of said Lot 2, North 71°52'00" West 35.25 feet; thence northwesterly along the South boundary of said Lot 2, North 28°00'41" West 29.09 feet; thence westerly along the South boundary of said Lot 2, North 88°43'21" West 424.41 feet; thence northerly along the South boundary of said Lot 2, North 01°16'39" East 10.45 feet; thence westerly along the South boundary of said Lot 2, North 89°59'52" West 236.83 feet to the West boundary of said Lot 2; thence northerly along the West boundary of said Lot 2, North 00°00'28" East 82.40 feet; thence departing the West boundary of said Lot 2, South 89°59'52" East 6.00 feet; thence North 00°00'08" East 124.62 feet; thence

200.87 feet along the arc of a tangent 796.00 foot radius curve to the left through a central angle of 14°27'31" to the North boundary of said Lot 2; thence southeasterly along the North boundary of said Lot 2, South 54°32'21" East 21.66 feet; thence easterly along the North boundary of said Lot 2, South 89°59'37" East 405.14 feet; thence 39.77 feet along the arc of a tangent 60.00 foot radius curve to the left through a central angle of 37°58'24" to a point of reverse curvature; thence 85.74 feet along the arc of a tangent 140.00 foot radius reverse curve to the right through a central angle of 35°05'18"; thence easterly along the North boundary of said Lot 2, North 87°07'17" East 563.01 feet; thence northeasterly along the North boundary of said Lot 2, North 64°25'57" East 205.32 feet; thence northeasterly along the North boundary of said Lot 2, North 43°25'17" East 468.47 feet; thence northerly along the North boundary of said Lot 2, North 13°07'13" East 38.77 feet to the East boundary of said Lot 2; thence southerly along the East boundary of said Lot 2, South 01°12'08" West 1007.35 feet; thence southerly along the East boundary of said Lot 2, South 01°11'30" West 546.20 feet to the point of beginning.

Reference is made to Parcel 2-B of Record of Survey Map No.4689, recorded March 1, 2006, as Document No. 3355656.

NOTE: The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Washoe County, Nevada on March 1, 2006, as Document No. 3355656 of Official Records.

All that real property situate in Section 14, Township 20 North, Range 20 East, M.D.B.&M., in the County of Washoe, State of Nevada, described as follows:

PARCEL 36:

Lot Y of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Sparks by the following instruments: A.) Stipulation for Entry of Judgment in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 925, Document No. 1454164, Official Records of Washoe County, State of Nevada; B.) Judgment of Condemnation in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 950, Document No. 1454165, Official Records of Washoe County, State of Nevada.

EXCEPTING THEREFROM that portion of said land dedicated to the City of Sparks by Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

EXCEPTING THEREFROM that portion of said land which lies Northwesterly of the Northwesterly line of Vista Boulevard as shown on the Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

PARCEL 37:

Lot Z of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

PARCEL 38:

Lot X of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Sparks by the following instruments: A.) Stipulation for Entry of Judgment in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 925, Document No. 1454164, Official Records of Washoe County,

State of Nevada; B.) Judgment of Condemnation in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 950, Document No. 1454165, Official Records of Washoe County, State of Nevada.

EXCEPTING THEREFROM that portion of said land dedicated to the City of Sparks by Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

EXCEPTING THEREFROM that portion of said land which lies northwesterly of the northwesterly line of Vista Boulevard as shown on the Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

PARCEL 39:

Lot W of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Sparks by the following instruments: A) Stipulation for Entry of Judgment in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 925, Document No. 1454164, Official Records of Washoe County, State of Nevada; B.) Judgment of Condemnation in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 950, Document No. 1454165, Official Records of Washoe County, State of Nevada.

EXCEPTING THEREFROM that portion of said land dedicated to the City of Sparks by Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

EXCEPTING THEREFROM that portion of said land which lies Southeasterly of the Southeasterly line of Vista Boulevard as shown on the Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

PARCEL 40:

Lot W of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Sparks by the following instruments: A) Stipulation for Entry of Judgment in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 925, Document No. 1454164, Official Records of Washoe County, State of Nevada; B.) Judgment of Condemnation in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 950, Document No. 1454165, Official Records of Washoe County, State of Nevada.

EXCEPTING THEREFROM that portion of said land dedicated to the City of Sparks by Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

EXCEPTING THEREFROM that portion of said land which lies northwesterly of the northwesterly line of Vista Boulevard as shown on the Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

PARCEL 41:

Lot X of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Sparks by the following

instruments: A) Stipulation for Entry of Judgment in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 925, Document No. 1454164, Official Records of Washoe County, State of Nevada; B.) Judgment of Condemnation in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 950, Document No. 1454165, Official Records of Washoe County, State of Nevada.

EXCEPTING THEREFROM that portion of said land dedicated to the City of Sparks by Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

EXCEPTING THEREFROM that portion of said land which lies southeasterly of the southeasterly line of Vista Boulevard as shown on the Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

PARCEL 42:

Lot W of Division of Land Map No. 38 for MARIAN M. STEAD TRUST and LAZY "5" COMPANY, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 6, 1979, as File No. 586926.

EXCEPTING THEREFROM that portion of said land conveyed to the City of Sparks by the following instruments: A) Stipulation for Entry of Judgment in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 925, Document No. 1454164, Official Records of Washoe County, State of Nevada; B.) Judgment of Condemnation in favor of the City of Sparks, a Municipal corporation, recorded January 16, 1991, in Book 3200, Page 950, Document No. 1454165, Official Records of Washoe County, State of Nevada.

EXCEPTING THEREFROM that portion of said land dedicated to the City of Sparks by Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

EXCEPTING THEREFROM that portion of said land which lies southeasterly of the southeasterly line of Vista Boulevard as shown on the Dedication Tract Map No. 3196 filed October 17, 1995, as File No. 1934466, Official Records of Washoe County, Nevada.

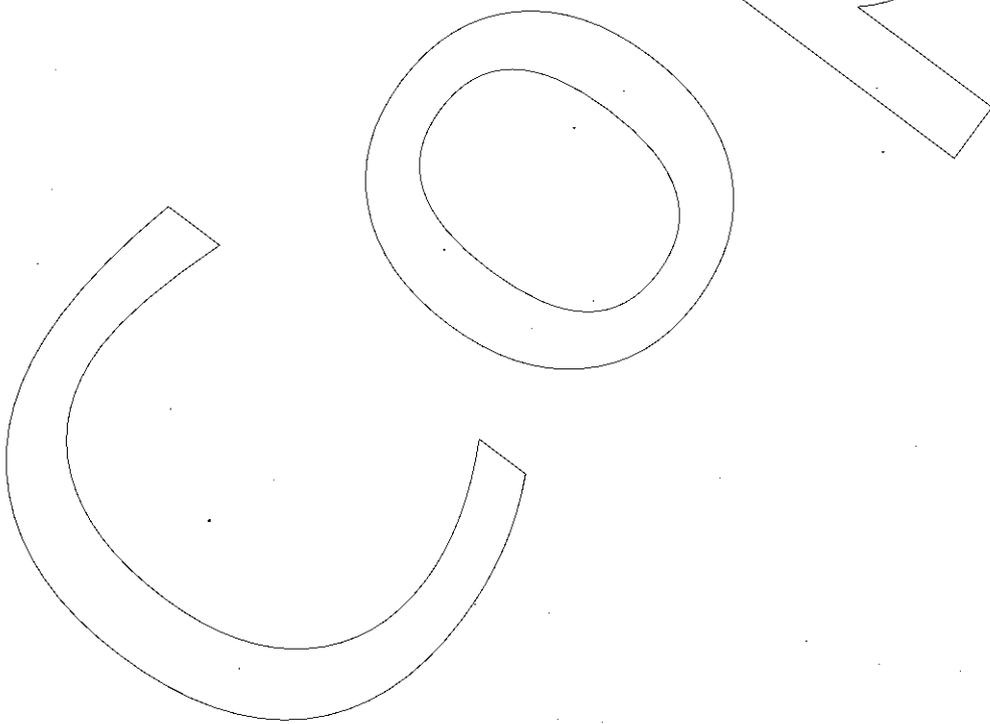


EXHIBIT "A-1"

(Water Rights)

The water rights encumbered hereby consist of 1304.58 acre feet of water rights under Orr Ditch Decree Claim Numbers 346 and 347, constituting the remaining duty from Nevada Department of Water Resources map TR-014, which does not include 267.12 acre feet under Permit No. 73046 and 26.86 acre feet under Permit No. 47286, Certificate No. 14672.

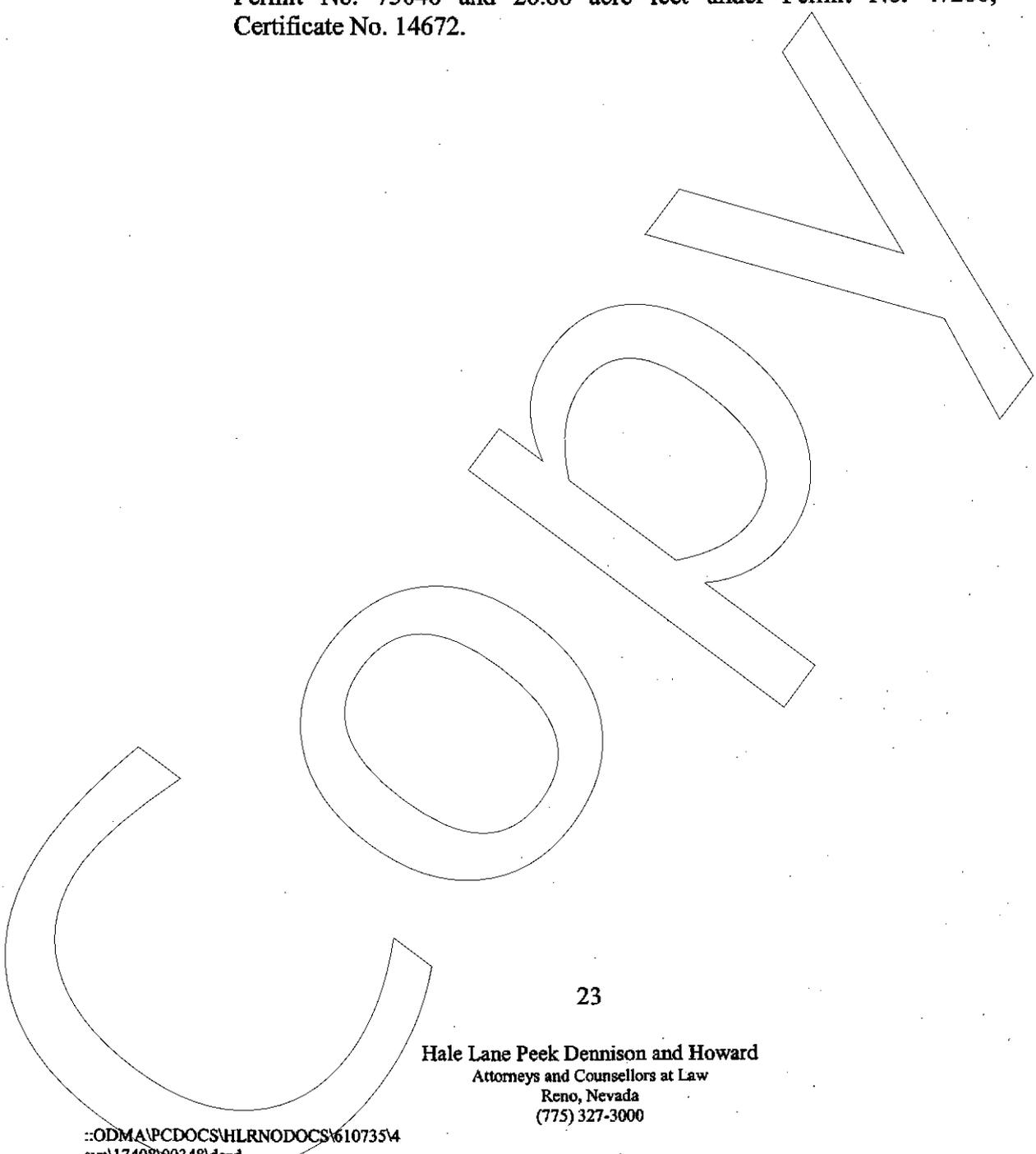


EXHIBIT "B"

RELEASE SCHEDULE

The release price for each lot or parcel shall be an amount equal to \$113,636.00 per acre, or portion thereof, as reasonably determined by Beneficiary. Such release shall include a pro-rata amount of the 1304.58 acre feet of the Assigned Appurtenant Water Rights (as defined in the Construction Loan Agreement). For example, if the lot or parcel to be released constitutes ten percent (10%) of the total acreage within the Land encumbered by this Deed of Trust, then Beneficiary shall include in such release 130.46 acre feet of such Assigned Appurtenant Water Rights.

EXHIBIT "C"

(APN 083-021-87 AFFECTS PARCEL 1)
(APN 083-021-88 AFFECTS PARCEL 2)
(APN 083-021-36 AFFECTS PARCEL 3)
(APN 083-021-85 AFFECTS PARCEL 4)
(APN 083-021-29 AFFECTS PARCEL 5)
(APN 083-021-30 AFFECTS PARCEL 6)
(APN 083-021-86 AFFECTS PARCEL 7)
(APN 083-021-84 AFFECTS PARCEL 8)
(APN 083-021-79 AFFECTS PARCEL 9)
(APN 083-021-27 AFFECTS PARCEL 10)
(APN 083-021-56 AFFECTS PARCEL 11)
(APN 083-021-57 AFFECTS PARCEL 12)
(APN 083-021-78 AFFECTS PARCEL 13)
(APN 083-023-12 AFFECTS PARCEL 14)
(APN 083-023-13 AFFECTS PARCEL 15)
(APN 083-023-14 AFFECTS PARCEL 16)
(APN 083-023-15 AFFECTS PARCEL 17)
(APN 083-023-19 AFFECTS PARCEL 18)
(APN 083-023-18 AFFECTS PARCEL 19)
(APN 083-730-10 AFFECTS PARCEL 20)
(APN 083-730-02 AFFECTS PARCEL 21)
(APN 083-830-45 AFFECTS PARCEL 22)
(APN 083-830-56 AFFECTS PARCEL 23)
(APN 083-830-59 AFFECTS PARCEL 24)
(APN 083-830-51 AFFECTS PARCEL 25)
(APN 083-830-44 AFFECTS PARCEL 26)
(083-830-68 PORTION OF 083-830-56 AND 083-830-44)
(APN 083-830-30 AFFECTS PARCEL 27)
(APN 083-830-24 AFFECTS PARCEL 28)
(APN 083-830-28 AFFECTS PARCEL 29)
(APN 083-830-42 AFFECTS PARCEL 30)
(APN 083-830-43 AFFECTS PARCEL 31)
(APN 510-071-19 AFFECTS PARCEL 33)

(APN 510-071-20 AFFECTS PARCEL 34)
(APN 510-071-21 AFFECTS PARCEL 35)
(APN 520-011-02 AFFECTS PARCEL 36)
(APN 520-011-06 AFFECTS PARCEL 37)
(APN 520-011-03 AFFECTS PARCEL 38)
(APN 520-011-04 AFFECTS PARCEL 39)
(APN 520-012-02 AFFECTS PARCEL 40)
(APN 520-012-03 AFFECTS PARCEL 41)
(APN 520-012-04 AFFECTS PARCEL 42)