



August 3, 2020

Heather Manzo, Associate Planner
City of Reno
Community Development
P.O. Box 1900
Reno, Nevada 89505

Re: Master Developer Authorization
Minor Deviation Application – MDV21-00004
West Meadows Estates Phase I, Unit Lot 27
8313 Endlsey Drive

Dear Ms. Manzo:

As the Master Developer of West Meadows Estates, we hereby authorize the above referenced Minor Deviation application.

DR Horton was assigned the Master Developer rights in accordance with the attached Assignment and Assumption of Master Developer Rights, recorded on January 10, 2017 as document 4669649.

Let us know if you need any additional information.

Sincerely Yours,
D. R. Horton, Inc.

A handwritten signature in blue ink, appearing to read 'Thomas H. Warley', written over a light blue horizontal line.

Thomas H. Warley
Division Vice President, Land Acquisition

TW:tb

CC: Manhard Consulting

APN'S: 038-111-03 and 038-830-10

DOC #4669649

01/10/2017 03:55:48 PM
Electronic Recording Requested By
FIRST AMERICAN TITLE RENO
Washoe County Recorder
Lawrence R. Burtness
Fee: \$29.00 RPTT: \$0
Page 1 of 13

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

D.R. Horton Inc.
Attn: Legal Department
1081 Whitney Ranch Drive, Ste 141
Henderson, NV 89014

Eserow no: 121-2502948A-MLR

ASSIGNMENT AND ASSUMPTION OF MASTER DEVELOPER RIGHTS

This ASSIGNMENT AND ASSUMPTION OF MASTER DEVELOPER RIGHTS (the "**Assignment**") is made effective as of the date of the conveyance of the Property (defined below) to Assignee (defined below) (the "**Effective Date**"), by and between WEST MEADOWS INVESTMENT, LLC, a Nevada limited liability company ("**Assignee**"), and D.R. HORTON, INC., a Delaware corporation ("**Assignor**").

RECITALS

A. That certain real property commonly known as "West Meadows" located in the Verdi region of the City of Reno ("West Meadows Property"), is subject to that certain Ordinance No. 6354 approved by the Reno City Council on or about December 10, 2014 to rezone the Property to Planned Unit Development – West Meadows Estates ("**PUD**"), and that certain West Meadows Planned Unit Development Handbook certified by the Reno City Council on February 25, 2015 and recorded against the West Meadows Property on February 27, 2015, as Document No. 4439813, in the Office of the Washoe County Recorder ("**PUD Handbook**").

B. Assignor has now entered into a Purchase and Sale Agreement with Assignee, dated as of August 30, 2016 (the "**Purchase Agreement**"), pursuant to which, among other things, Assignor has agreed to transfer and convey to Assignee all of Assignor's rights in and to the West Meadows Property in two separate closings, and to assign to Assignee its rights as master developer under the PUD and PUD Handbook to the extent relating to those portions of the Property included in each takedown, as described below.

C. In connection with the first closing, Assignor will seller, transfer and convey to Assignee all of Assignor's right, title and interest in and to that portion of the West Meadows Property described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Property**")

NOW, THEREFORE, Assignor and Assignee agree as follows:

APN'S: 038-111-03 and 038-830-10

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

D.R. Horton Inc.
Attn: Legal Department
1081 Whitney Ranch Drive, Ste 141
Henderson, NV 89014

Escrow no: 121-2502948A-MLR

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C. In connection with the first closing, Assignor will seller, transfer and convey to Assignee all of Assignor's right, title and interest in and to that portion of the West Meadows Property described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Property**")

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For and in consideration of the mutual covenants and agreements contained in this Assignment, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor assigns to Assignee all of its rights as master developer under the PUD and PUD Handbook solely to the extent relating to the Property ("Master Developer Rights"). Assignor shall retain all Master Developer Rights applicable to that portion of the West Meadows Property not included in this Assignment until such time as title thereto is conveyed to Assignee pursuant to the terms of the Purchase Agreement.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment of the Master Developer Rights from Assignor, and assumes and agrees to perform all of the obligations of Assignor pursuant to the Master Developer Rights solely to the extent relating to the Property (collectively, the "Assumed Obligations"), except Assumed Obligations shall not include any of the following: _____.

3. Further Assurances. Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which Assignee or its nominees, successors and/or assigns may request in order to fully transfer possession and control of, and protect the rights of Assignee and its successors and/or assigns in, all the rights, benefits and privileges intended to be transferred and assigned hereby. Assignee hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignor, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which Assignor or its nominees, successors and/or assigns may request in order to fully confirm and vest in Assignor and its successors and/or assigns in, all the obligations, rights, benefits and privileges intended to be transferred by the acceptance and assumption herein.

6. Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8. Governing Law. The validity, interpretation and performance of this Assignment shall be controlled by and construed under the laws of the State of Nevada.

9. Attorneys' Fees. Should any dispute arise between the parties hereto or their legal representatives, successors or assigns concerning any provision of this Assignment or the rights and duties of any person in relation thereto, the party prevailing in such dispute shall be entitled, in addition to such other relief that may be granted, to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such dispute.

10. Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements. In the event of any conflict

between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

11. Severability. If any term, covenant, condition or provision of this Assignment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or otherwise by law rendered invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Assignment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. Authority. Each individual executing this Assignment on behalf of a corporation or other legal entity represents and warrants that: (a) he or she is duly authorized to execute and deliver this Assignment on behalf of said corporation or other legal entity in accordance with and without violating the provisions of its governing documents, and (b) this Assignment is binding upon and enforceable against said corporation or other legal entity in accordance with its terms. Any entity signing this Assignment on behalf of a corporation or other legal entity hereby represents and warrants in its own capacity that it has full authority to do so on behalf of the corporation or other legal entity.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

“ASSIGNOR”

WEST MEADOWS INVESTMENT, LLC, a
Nevada limited liability company

By: 

Name: Robert Fitzgerald

Title: Manager

“ASSIGNEE”

D.R. HORTON, INC., a Delaware corporation

By: SIGNED IN COUNTERPART

Name: _____

Title: _____

between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

11. Severability. If any term, covenant, condition or provision of this Assignment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or otherwise by law rendered invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Assignment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. Authority. Each individual executing this Assignment on behalf of a corporation or other legal entity represents and warrants that: (a) he or she is duly authorized to execute and deliver this Assignment on behalf of said corporation or other legal entity in accordance with and without violating the provisions of its governing documents, and (b) this Assignment is binding upon and enforceable against said corporation or other legal entity in accordance with its terms. Any entity signing this Assignment on behalf of a corporation or other legal entity hereby represents and warrants in its own capacity that it has full authority to do so on behalf of the corporation or other legal entity.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

"ASSIGNOR"

"ASSIGNEE"

WEST MEADOWS INVESTMENT, LLC, a
Nevada limited liability company

D.R. HORTON, INC., a Delaware corporation

SIGNED IN
By: _____
Name: _____
Title: _____
COUNTERPART

By: 
Name: Bradley F. Burns
Title: Division President

STATE OF NEVADA)
):ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 9, 2017, by Robert T. Ingevald as Manager of WEST MEADOWS INVESTMENT, LLC, a Nevada limited liability company.



(Seal)

Margarite L. Roma
Notary Public
My Commission Expires on: 9-9-2017

STATE OF NEVADA)
):ss
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2017, by Bradley F. Burns, as Las Vegas Division President of D.R. HORTON, INC., a Delaware corporation.

Attached

(Seal)

Notary Public
My Commission Expires on:

STATE OF NEVADA)
) :ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2017, by _____, as _____ of WEST MEADOWS INVESTMENT, LLC, a Nevada limited liability company.

Attached

(Seal)

Notary Public
My Commission Expires on:

STATE OF NEVADA)
) :ss
COUNTY OF CLARK)

This instrument was acknowledged before me on January 9, 2017, by Bradley F. Burns, as Las Vegas Division President of D.R. HORTON, INC., a Delaware corporation.



(Seal)

Barbara A Broos

Notary Public
My Commission Expires on:

Exhibit A to
Assignment and Assumption of Master Developer Rights

Assessor's Parcel Numbers:

038-111-03 and 038-830-10

[legal description to be attached]

EXHIBIT 'A'

File No.: 121-2502948A (MLR)
Property: Parcel 4 of Record of Survey 5771, Verdi, NV

PARCEL 1:

A PARCEL OF LAND, LYING IN THE SOUTHEAST QUARTER OF SECTION 8 AND THE SOUTH HALF OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 18 EAST MD&B, COUNTY OF WASHOE, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL E AS SHOWN ON PARCEL MAP FOR WEST MEADOWS INVESTMENTS, LLC, RECORDED SEPTEMBER 24, 2012, AS PARCEL MAP NO. 5076, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA;

THENCE, SOUTH 00°46'54" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL E, A DISTANCE OF 54.54 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF THE TRUCKEE RIVER, AS SHOWN ON SAID MAP;

THENCE ALONG THE TRUCKEE RIVER AS SHOWN ON SAID MAP THE FOLLOWING COURSES:

SOUTH 77°07'06" EAST, 86.68 FEET;
SOUTH 61°03'59" EAST, 81.26 FEET;
SOUTH 54°12'41" EAST, 131.18 FEET;
SOUTH 38°28'24" EAST, 24.27 FEET;
SOUTH 63°05'48" EAST, 30.51 FEET;
SOUTH 44°57'24" EAST, 98.80 FEET;
SOUTH 47°17'18" EAST, 90.25 FEET;
SOUTH 50°31'54" EAST, 82.14 FEET;
SOUTH 42°49'23" EAST, 33.55 FEET;
SOUTH 24°37'17" EAST, 36.97 FEET;
SOUTH 09°43'25" WEST, 50.94 FEET;
SOUTH 32°38'34" WEST, 18.17 FEET;
SOUTH 04°39'20" WEST, 34.52 FEET;
SOUTH 31°22'47" EAST, 39.95 FEET;
SOUTH 24°36'31" EAST, 51.16 FEET;
SOUTH 10°33'38" EAST, 55.65 FEET;

SOUTH 07°11'54" EAST, 47.08 FEET;
SOUTH 07°51'20" WEST, 17.57 FEET;
SOUTH 15°51'49" EAST, 39.52 FEET;
SOUTH 03°25'38" EAST, 26.76 FEET;
SOUTH 07°41'54" WEST, 22.40 FEET;
SOUTH 62°12'50" EAST, 10.51 FEET;
SOUTH 13°30'31" EAST, 89.91 FEET;
SOUTH 38°24'57" EAST, 14.81 FEET;
SOUTH 20°53'44" EAST, 11.78 FEET;
SOUTH 16°19'29" EAST, 30.96 FEET;
SOUTH 35°23'34" EAST, 13.99 FEET;
SOUTH 10°59'33" EAST, 17.83 FEET;
SOUTH 33°20'04" EAST, 31.49 FEET;
SOUTH 50°17'55" EAST, 20.67 FEET;
SOUTH 26°50'00" EAST, 37.89 FEET;
SOUTH 04°59'56" WEST, 18.37 FEET;
SOUTH 46°18'45" EAST, 21.57 FEET;
SOUTH 86°21'54" EAST, 12.63 FEET;
SOUTH 41°24'23" EAST, 33.88 FEET;
SOUTH 59°17'35" EAST, 60.72 FEET;
SOUTH 73°30'09" EAST, 67.28 FEET;
SOUTH 69°33'48" EAST, 60.73 FEET;
SOUTH 64°17'30" EAST, 50.73 FEET;
SOUTH 25°56'04" EAST, 24.46 FEET;
SOUTH 71°06'24" EAST, 55.61 FEET;
SOUTH 69°54'28" EAST, 50.37 FEET;
SOUTH 64°34'18" EAST, 105.76 FEET;

SOUTH 73°31'15" EAST, 66.65 FEET;

SOUTH 64°02'01" EAST, 76.76 FEET;

SOUTH 76°53'27" EAST, 34.41 FEET;

SOUTH 62°11'05" EAST, 63.66 FEET;

SOUTH 49°49'48" EAST, 58.77 FEET;

SOUTH 66°00'27" EAST, 41.82 FEET;

SOUTH 58°46'56" EAST, 50.76 FEET;

SOUTH 69°32'14" EAST, 126.69 FEET;

SOUTH 80°40'21" EAST, 54.94 FEET;

SOUTH 49°11'56" EAST, 84.96 FEET;

SOUTH 44°16'38" EAST, 112.46 FEET;

SOUTH 47°30'03" EAST, 103.64 FEET;

SOUTH 46°15'40" EAST, 93.02 FEET;

SOUTH 42°31'27" EAST, 88.49 FEET;

SOUTH 48°44'08" EAST, 84.63 FEET;

SOUTH 43°30'01" EAST, 28.12 FEET TO A POINT LYING ON THE NORTHERLY LINE OF U.S. HIGHWAY 40;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING COURSES:

NORTH 79°16'15" EAST, 1062.00 FEET;

ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIAL TO A BEARING OF SOUTH 10°39'59" EAST, HAVING A RADIUS OF 5050.00 FEET, THROUGH A CENTRAL ANGLE OF 07°19'31", A DISTANCE OF 645.64 FEET;

NORTH 86°36'53" EAST, 315.73 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 20°24'25" WEST, 704.97 FEET;

THENCE NORTH 02°57'03" EAST, 930.55 FEET TO A POINT LYING ON THE NORTH LINE OF PARCEL B OF SAID PARCEL MAP;

THENCE NORTH 87°02'57" WEST, ALONG SAID NORTH LINE, 1,181.64 FEET;

THENCE NORTH 89°05'56" WEST, 2746.76 FEET, TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT A POINT BEARING SOUTH 43°13'56" EAST 1045.44 FEET FROM. THE

NORTHWEST CORNER OF PARCEL E AS SHOWN ON PARCEL MAP FOR WEST MEADOWS INVESTMENTS, LLC, RECORDED SEPTEMBER 24, 2012, AS PARCEL MAP NO. 5076, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA;

THENCE NORTH $01^{\circ}30'51''$ EAST, 74.75 FEET;

THENCE NORTH $11^{\circ}52'05''$ EAST, 137.97 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF $120^{\circ}45'27''$, A DISTANCE OF 84.30 FEET;

THENCE SOUTH $47^{\circ}22'28''$ EAST, 55.87 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF $32^{\circ}54'19''$, A DISTANCE OF 37.33 FEET;

THENCE SOUTH $80^{\circ}16'48''$ EAST, 95.37 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF $65^{\circ}16'05''$, A DISTANCE OF 119.61 FEET;

THENCE SOUTH $15^{\circ}00'43''$ EAST, 29.45 FEET;

THENCE SOUTH $01^{\circ}41'40''$ EAST, 1.34 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, RADIAL TO A BEARING OF SOUTH $01^{\circ}41'40''$ EAST, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF $74^{\circ}12'10''$, A DISTANCE OF 25.90 FEET;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF $69^{\circ}11'59''$, A DISTANCE OF 60.39 FEET;

THENCE SOUTH $03^{\circ}23'05''$ EAST, 57.71 FEET;

THENCE SOUTH $19^{\circ}53'10''$ WEST, 13.64 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF $83^{\circ}54'24''$, A DISTANCE OF 146.44 FEET;

THENCE NORTH $76^{\circ}12'26''$ WEST, 79.49 FEET;

THENCE NORTH $61^{\circ}26'56''$ WEST, 55.51 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF $62^{\circ}57'47''$, A DISTANCE OF 104.40 FEET, TO SAID POINT OF BEGINNING.

ALSO KNOWN AS PARCEL 4 OF THAT CERTAIN RECORD OF SURVEY FOR WEST MEADOWS INVESTMENTS, LLC & NNH GROUP, LLC ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON SEPTEMBER 23, 2016, AS INSTRUMENT NO. 4635598 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 23, 2016 AS INSTRUMENT NO. 4635597.

PARCEL 2:

COMMENCING AT A POINT WHERE THE NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED NEW LOCATION OF HIGHWAY U.S. 40, AS SET FORTH IN DEED RECORDED MARCH 05, 1954, IN BOOK 343, PAGE 317, DOCUMENT NO. 225857, DEED RECORDS, INTERSECTS THE WESTERLY BOUNDARY OF THE JOHN A. AND IDA GEMMILL DAVIES PROPERTY.

THENCE EASTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 164 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

THENCE NORTH A DISTANCE OF 185.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE PRESENT HIGHWAY U.S. 40;

THENCE SOUTH 84°22'30" EAST A DISTANCE OF 73.59 FEET;

THENCE SOUTH 79°52'30" EAST A DISTANCE OF 92.78 FEET;

THENCE SOUTH 87°42'30" EAST A DISTANCE OF 124.76 FEET;

THENCE SOUTH 85°20'30" EAST A DISTANCE OF 95.88 FEET;

THENCE SOUTH 73°22'30" EAST A DISTANCE OF 99.69 FEET;

THENCE SOUTH 60°52'30" EAST A DISTANCE OF 91.05 FEET;

THENCE SOUTH 50°23'30" EAST A DISTANCE OF 106.23 FEET;

THENCE SOUTH 44°28'30" EAST A DISTANCE OF 79.43 FEET;

THENCE SOUTH 51°22'30" EAST A DISTANCE OF 86.40 FEET;

THENCE SOUTH A DISTANCE OF 254.27 FEET TO THE NORTHERLY LINE OF THE TRUCKEE RIVER;

THENCE NORTH 69°32'10" WEST A DISTANCE OF 124.27 FEET;

THENCE SOUTH 70°44'50" WEST A DISTANCE OF 56.04 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED HIGHWAY U.S. 40;

THENCE FROM A TANGENT WHICH BEARS NORTH 50°47'30" WEST, CURVING TO THE LEFT ALONG SAID NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED HIGHWAY U.S. 40 WITH A RADIUS OF 2401 FEET, THROUGH AN ANGLE OF 16°18'42", AN ARC DISTANCE OF 683.55 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY LIES WHOLLY WITHIN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 18 EAST, M.D.B.&M.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND LYING SOUTHWEST OF THE NORTHEAST RIGHT OF WAY LINE OF U.S. HIGHWAY 40, AS SAID RIGHT OF WAY CURRENTLY EXISTS.

First American Title Insurance Company

File No.: 121-2502948A (MLR)

Date: January 06, 2017

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 20, 2016 AS DOCUMENT NO. 4600773.

A.P.N. 038-830-04 and 038-830-05 and 038-830-06 and 038-111-03