

**Official Record**Recording requested By  
FIDELITY NATIONAL

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$46.00

Page 1 of 8

RPTT:

Recorded By: AE

Book- 307 Page- 0366



0150583

APNs: 008-261-05, 008-261-09, 008-251-03, 008-251-04

*The undersigned hereby affirms  
that this document submitted for  
recording does not contain a  
Social Security Number.*

**Recording requested by and  
when recorded mail to:**

MESQUITE LAND HOLDINGS LLC  
13835 N. Northsight Blvd., Suite 100  
Scottsdale, AZ 85260  
Attention: Paul E. Mashni

**Mail tax statements to:**

MESQUITE LAND HOLDINGS LLC  
13835 N. Northsight Blvd., Suite 100  
Scottsdale, AZ 85260  
Attention: Paul E. Mashni

**DEED IN LIEU OF FORECLOSURE**

FOR A GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GAEA THEOS, LLC, a Nevada limited liability company ("Grantor"), hereby GRANTS, BARGAINS, SELLS AND CONVEYS to MESQUITE LAND HOLDINGS LLC, a Nevada limited liability company ("Grantee"), the real property (the "Property") in Lincoln County, Nevada, described on Exhibit A hereto and incorporated herein by this reference.

This Deed in Lieu of Foreclosure is an absolute conveyance. Grantor has sold the Property to Grantee for a fair and adequate consideration, such consideration not exceeding the value of all obligations owed by Grantor to Grantee and secured by the Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents (the "Deed of Trust") dated and recorded on June 30, 2015 in Book 296, on Page 584 as Instrument No. 0147921, Official Records Lincoln County, Nevada.

Grantor and Grantee acknowledge and agree that the beneficial interest of Grantee as the beneficiary in the Property pursuant to the Deed of Trust shall not merge with the fee interest of Grantee in the Property pursuant to this Deed in Lieu of Foreclosure and that such interests shall be and remain at all times separate and distinct.

Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed in Lieu of Foreclosure, the Estoppel Affidavit attached as Exhibit B between Grantor and Grantee with respect to the Property, and the Deed in Lieu of Foreclosure Agreement.

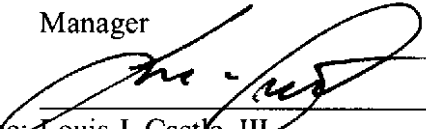


DATED this 11 day of November, 2016.

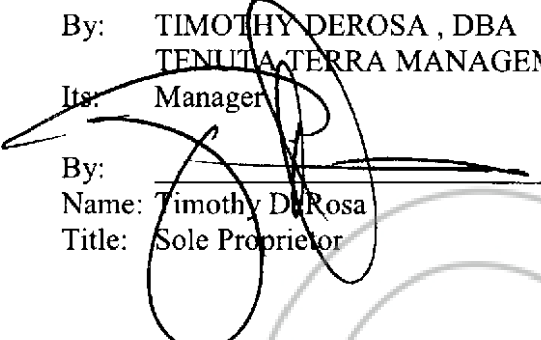
**GRANTOR:**

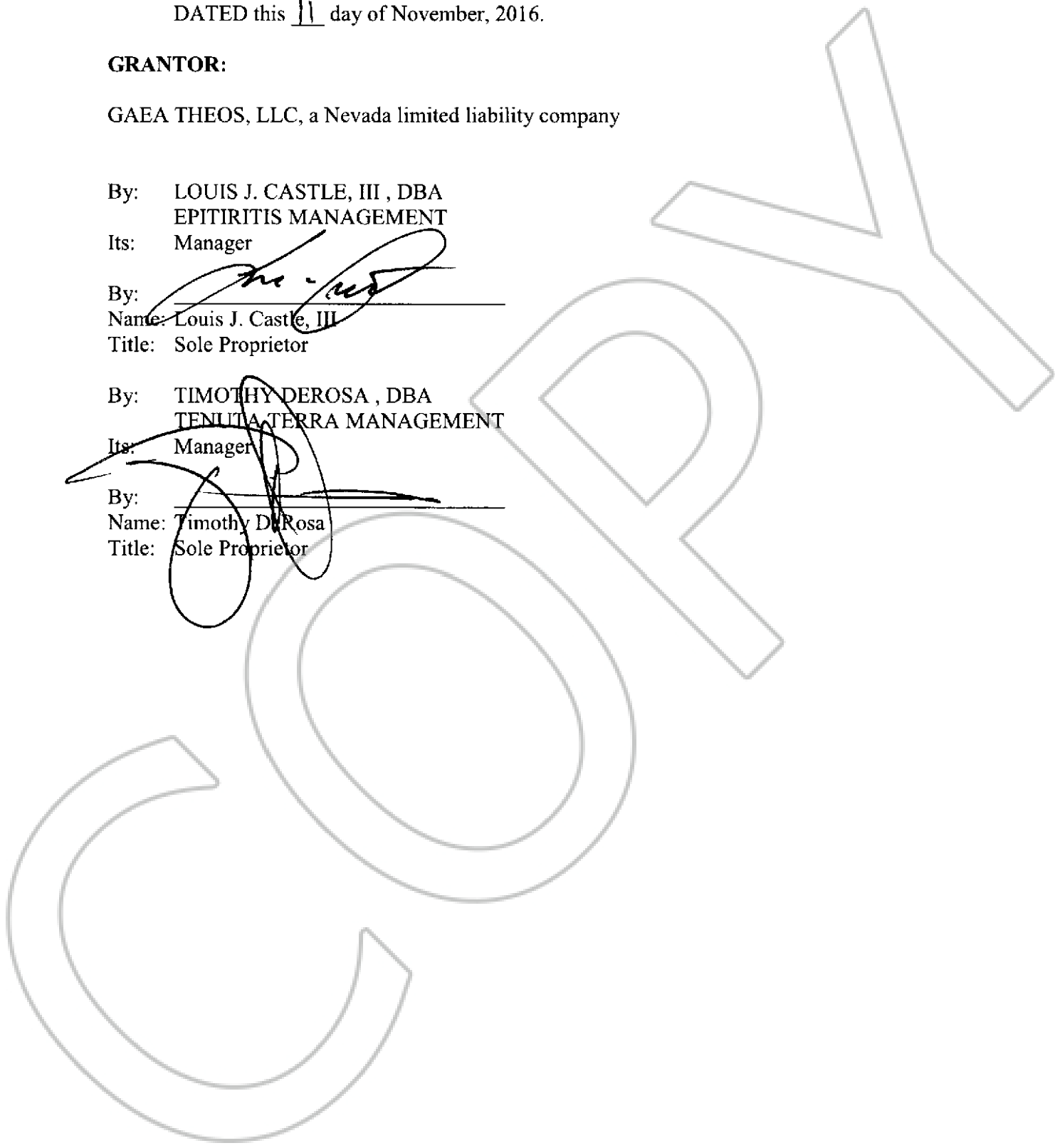
GAEA THEOS, LLC, a Nevada limited liability company

By: LOUIS J. CASTLE, III , DBA  
EPITIRITIS MANAGEMENT  
Its: Manager

By:   
Name: Louis J. Castle, III  
Title: Sole Proprietor

By: TIMOTHY DEROSA , DBA  
TENUTA TERRA MANAGEMENT  
Its: Manager

By:   
Name: Timothy D. Rosa  
Title: Sole Proprietor





STATE OF NEVADA       )  
  ) ss.  
COUNTY OF CLARK     )

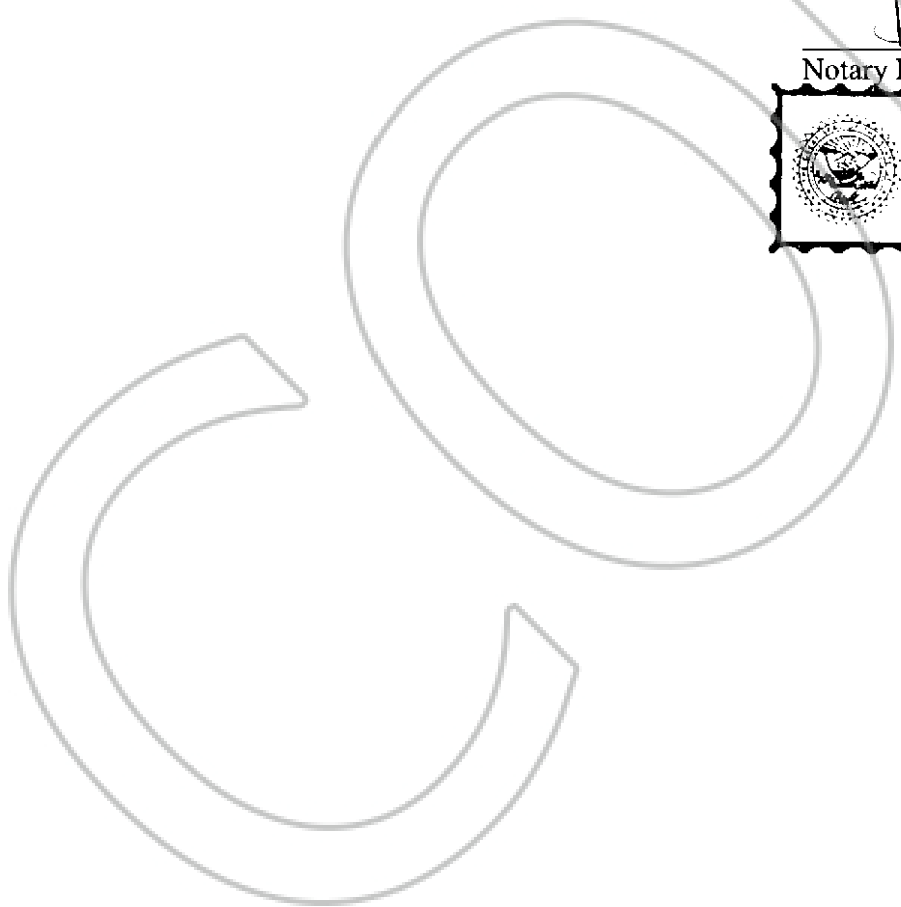
The foregoing instrument was acknowledged before me this 11 day of November, 2016, by Louis J. Castle, dba Epitiritis Management as the authorized signatory of Epitiritis Management as Manager of Gaea Theos, LLC, a Nevada limited liability company, for the purposes therein set forth.

*Deborah Stanberry*  
Notary Public DEBORAH STANBERRY  
Notary Public, State of Nevada  
Appointment No. 01-71990-1  
My Appt. Expires Nov 14, 2017

STATE OF NEVADA       )  
  ) ss.  
COUNTY OF CLARK     )

The foregoing instrument was acknowledged before me this 11 day of November, 2016, by Timothy DeRosa, dba Tenuta Terra Management as the authorized signatory of Tenuta Terra Management as Manager of Gaea Theos, LLC, a Nevada limited liability company, for the purposes therein set forth.

*Deborah Stanberry*  
Notary Public  
DEBORAH STANBERRY  
Notary Public, State of Nevada  
Appointment No. 01-71990-1  
My Appt. Expires Nov 14, 2017





**EXHIBIT A  
TO DEED IN LIEU OF FORECLOSURE  
LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1:**

**TOWNSHIP 12 SOUTH. RANGE 71 EAST. M.D.B.& M.**

**Section 15: Government Lots 5 to 8, inclusive**

**Section 16: Government Lot 1; the Northeast Quarter (NE ¼); the North Half (N ½) of the Northwest Quarter (NW ¼); the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼)**

**Section 17: Government Lot 1; the East Half (E ½) of the Northeast Quarter (NE ¼); the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼)**

**PARCEL 2:**

**TOWNSHIP 12 SOUTH. RANGE 71 EAST. M.D.B.& M.**

**Section 33: Government Lots 1 and 3**

**Section 34: Government Lot 8**

**PARCEL 3:**

**TOWNSHIP 12 SOUTH. RANGE 70 EAST. M.D.B.& M.**

**Section 25: West Half (W ½)**

**Section 26: All**

**Section 27: All**

**Section 34: All**

**Section 35: All**

**Section 36: Northwest Quarter (NW ¼)**

Assessor's Parcel Numbers: 008-261-05, 008-261-09, 008-251-03, 008-251-04



**EXHIBIT B  
TO DEED IN LIEU OF FORECLOSURE**

**ESTOPPEL AFFIDAVIT**

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK        )

November 11, 2016

Timothy DeRosa (“DeRosa”) and Louis J. Castle, III (“Castle”) (collectively “Affiant”), being first duly sworn, depose and say under penalty of perjury:

1. Castle is the duly elected and sole Manager of Epirititis Management. Epirititis Management is one of the Managers of Gaea Theos, LLC, a Nevada limited liability company (“Grantor”).

2. DeRosa is the duly elected and sole Manager of Tenuta Terra Management. Tenuta Terra Management is the other Manager of Grantor.

3. That Epirititis Management and Tenuta Terra Management are the duly elected and currently acting Managers of Grantor which made and executed that certain Deed in Lieu of Foreclosure (the “Deed”) to Mesquite Land Holdings LLC, a Nevada limited liability company (“Grantee”), on November 11, 2016 (the “Deed”), conveying the real property in Lincoln County, Nevada, described on Exhibit 1 hereto and incorporated herein by this reference (the “Property”).

4. That Affiant makes this Estoppel Affidavit for, and on behalf of, Grantor pursuant to a resolution of its Managers and Members.

5. That the Deed is intended to be, and is, an absolute conveyance of fee title of the Property to Grantee and was not, and is not now, intended as a mortgage, trust conveyance, or security of any kind.

6. That it was the intention of Grantor, as grantor in the Deed, to convey, and by the Deed did convey, to Grantee all its right, title, and interest absolutely in and to the Property.

7. That possession of the Property has been surrendered to Grantee.

8. That, in the execution and delivery of the Deed, Grantor was not acting under any misapprehension with regard to the effect of the Deed, acted freely and voluntarily, and was not acting under coercion or duress.

9. That the consideration for the Deed was forgiveness by Grantee of all of Grantor’s (and Guarantor’s, if any) debts, obligations, costs, and charges due to Grantee secured



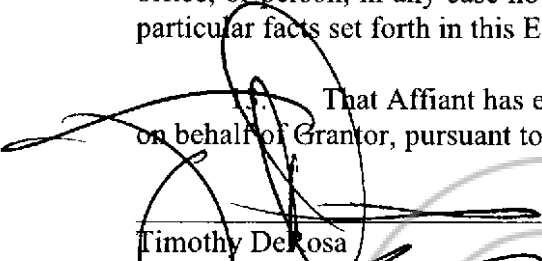
by that certain Deed of Trust, Fixture Filing and Security Agreement with Assignment of Rents (the "Deed of Trust") dated and recorded June 30, 2015 in Book 296, on Page 584 as Instrument No. 0147921, Official Records Lincoln County, Nevada and any other Loan Documents (as defined in the Deed in Lieu of Foreclosure Agreement) related thereto.

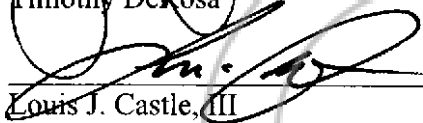
10. That at the time of the execution and delivery of the Deed, Affiant, as the Managers of Grantor, believed, and now believes, that the fair value of the Property does not exceed the consideration.

11. That this Estoppel Affidavit is made for the protection and benefit of Grantee and its successors and assigns, and all other parties hereafter dealing with, or who may hereafter acquire an interest in, the Property, and particularly for the benefit of Fidelity National Title Insurance Company, which is about to insure title to the Property in reliance thereon, and any other title company that may hereafter insure title to the Property.

12. That Affiant will testify, declare, depose, or certify before any competent tribunal, office, or person, in any case now pending or that may hereafter be instituted, to the truth of the particular facts set forth in this Estoppel Affidavit.


That Affiant has executed this Estoppel Affidavit as an individual and also for and on behalf of Grantor, pursuant to authority of the Managers and Members of Grantor.

  
\_\_\_\_\_  
Timothy DeRosa

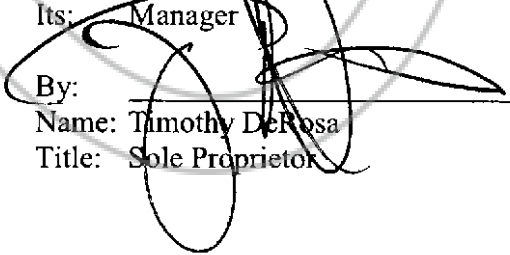
  
\_\_\_\_\_  
Louis J. Castle, III

GAEA THEOS, LLC, a Nevada limited liability company

By: LOUIS J. CASTLE, III, DBA  
EPITIRITIS MANAGEMENT  
Its: Manager

By:   
Name: Louis J. Castle, III  
Title: Sole Proprietor

By: TIMOTHY DEROSA, DBA  
TENUTA TERRA MANAGEMENT  
Its: Manager

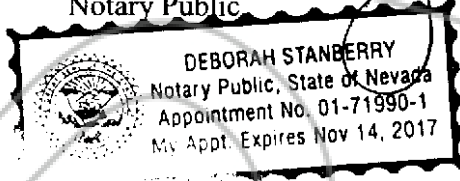
By:   
Name: Timothy DeRosa  
Title: Sole Proprietor



STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

The foregoing instrument was acknowledged before me this 11 day of November, 2016, by Louis J. Castle, III, individually and dba Epirititis Management as the authorized signatory of Epirititis Management as Manager of Gaea Theos, LLC, a Nevada limited liability company, for the purposes therein set forth.

*Deborah Stanberry*  
\_\_\_\_\_  
Notary Public



STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

The foregoing instrument was acknowledged before me this 11 day of November, 2016, by Timothy DeRosa, individually and dba Tenuta Terra Management as the authorized signatory of Tenuta Terra Management as Manager of Gaea Theos, LLC, a Nevada limited liability company, for the purposes therein set forth.

*Deborah Stanberry*  
\_\_\_\_\_  
Notary Public





**EXHIBIT 1  
TO ESTOPPEL CERTIFICATE IN SUPPORT OF DEED IN LIEU OF FORECLOSURE  
LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 1:**

**TOWNSHIP 12 SOUTH. RANGE 71 EAST, M.D.B.& M.**

**Section 15: Government Lots 5 to 8, inclusive**

**Section 16: Government Lot 1; the Northeast Quarter (NE ¼); the North Half (N ½) of the Northwest Quarter (NW ¼); the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼)**

**Section 17: Government Lot 1; the East Half (E ½) of the Northeast Quarter (NE ¼); the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼)**

**PARCEL 2:**

**TOWNSHIP 12 SOUTH. RANGE 71 EAST. M.D.B.& M.**

**Section 33: Government Lots 1 and 3**

**Section 34: Government Lot 8**

**PARCEL 3:**

**TOWNSHIP 12 SOUTH. RANGE 70 EAST. M.D.B.& M.**

**Section 25: West Half (W ½)**

**Section 26: All**

**Section 27: All**

**Section 34: All**

**Section 35: All**

**Section 36: Northwest Quarter (NW ¼)**

**Assessor's Parcel Numbers: 008-261-05, 008-261-09, 008-251-03, 008-251-04**



**STATE OF NEVADA  
 DECLARATION OF VALUE**

Recording requested By  
 FIDELITY NATIONAL

**Lincoln County - NV  
 Leslie Boucher - Recorder**

Page 1 of 1 Fee: \$46.00  
 Recorded By: AE RPTT:  
 Book- 307 Page- 0366

**1. Assessor Parcel Number (s)**

- a) 008-261-05
- b) 008-261-09
- c) 008-251-03
- d) 008-251-04

**2. Type of Property:**

- |  |              |                             |                 |
|--|--------------|-----------------------------|-----------------|
| a) <input checked="" type="checkbox"/> | Vacant Land  | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/>            | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex        |
| e) <input type="checkbox"/>            | Apt. Bldg.   | f) <input type="checkbox"/> | Comm'l/Ind'l    |
| g) <input type="checkbox"/>            | Agricultural | h) <input type="checkbox"/> | Mobile Home     |
| i) <input type="checkbox"/>            | Other        |                             |                 |

**FOR RECORDERS OPTIONAL USE ONLY**  
 Notes:  
Negative RPTT value of -5,715,000.00

**3. Total Value/Sales Price of Property:**

|  |                 |
|--|-----------------|
| Deed in Lieu of Foreclosure Only (value of property) | \$ 3,000,000.00 |
| Transfer Tax Value:                                  | \$ 8,715,000.00 |
| Real Property Transfer Tax Due:                      | \$ 5,715,000.00 |
|  | \$ 0.00         |

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity Grantor  
 Signature \_\_\_\_\_ Capacity Tenuta Terra Management, Tina Rosa, MANAGER

**SELLER (GRANTOR) INFORMATION**  
 (REQUIRED)

Print Name: Gaea Theos, LLC  
 Address: 1645 Village Center Circle, #170  
 City: Las Vegas  
 State: NV Zip: 89134

**BUYER (GRANTEE) INFORMATION**  
 (REQUIRED)

Print Name: Mesquite Land Holdings LLC  
 Address: 13835 N. Northsight Boulevard, Suite 100  
 City: Scottsdale  
 State: AZ Zip: 85260

**COMPANY/PERSON REQUESTING RECORDING**

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Fidelity National Commercial Services Escrow # 00058191  
 Address: Fidelity National Commercial Services, 500 N. Rainbow Boulevard, Suite 100  
 City: Las Vegas State: NV Zip: 89107