

ORIGINAL FILED

JAN 25 1988

R.G. HELTZEL, CLERK
United States Bankruptcy Court
Eastern District of Calif.

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8 Attorneys for Debtor

9 UNITED STATES BANKRUPTCY COURT
10 EASTERN DISTRICT OF CALIFORNIA

11 In re:)
12 CARSON VALLEY LAND COMPANY,) Case No. 287-07430-A-11
a Nevada corporation,) Motion No. CYKM-1
13 Federal Tax I.D. No. 93-0823223,) ORDER CONFIRMING
14 Debtor.) SALE OF PROPERTY
15) FREE AND CLEAR OF LIENS

16 Carson Valley Land Company, a Nevada corporation ("Debtor"), having filed
17 herein on January 4, 1988 its Motion for Authority to Sell Property Free and Clear of
18 Liens, and having thereafter on January 19, 1988 filed its First Amendment thereto
19 whereby it requests authority to sell real and personal property owned by it situated
20 in Alpine County, California, and Douglas County, Nevada, consisting of approximately
21 19,462 acres of farm and ranch land, as particularly described in Exhibit "A" hereto,
22 and related forest service permits and/or Bureau of Land Management permits for
23 grazing in conjunction with the Bagley and Hope Valley portions of the property, together
24 with all the pertinent water rights, ditch rights, storage rights, conveyances, ditch
25 easements, and various items of personal property to Sierra Investments, Inc., and/or
26

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1 nominee(s), pursuant to the terms and conditions of an agreement between the Debtor,
2 J.J. Resources, a California general partnership, as sellers, and Sierra Investments, Inc.,
3 and Oregon corporation, or nominee(s), as buyer, a true and correct copy of which is
4 attached hereto as Exhibit "B", and the matter having come on for hearing before the
5 undersigned Judge on January 25, 1988, and good cause appearing therefor, it is

6 ORDERED:

7 1. That the Debtor is authorized to sell the real property and personal
8 property described in Exhibit "A" and Exhibit "B" to Sierra Investments, Inc., an Oregon
9 corporation, or nominee(s) pursuant to the terms and conditions contained in Exhibit "B".

10 2. The sale by the Debtor and by J.J. Resources, a California general
11 partnership, shall be free and clear of any and all claims of liens or interest of Aetna
12 Life Insurance Company, Crocker National Bank (now Wells Fargo Bank), Travelers
13 Insurance Company, Nevada National Bank, Federal Savings and Loan Insurance
14 Corporation, as receiver for State Federal Savings & Loan Association, Woodland
15 Production Credit Association, and Resource Concepts, Inc., including but not limited
16 to the following:

17 a. A Deed of Trust to secure an indebtedness in the original principal sum
18 of \$3,000,000.00 and any other amounts and/or obligations secured thereby
19 recorded March 30, 1978 in Book 29 Page 479 of Alpine County Official
20 Records.

21 Dated: March 28, 1978
22 Trustor: JOHN B. ANDERSON AND EDITH ANDERSON,
23 Husband and wife
24 Trustee: INTER-COUNTY TITLE CO., a California corporation
25 Beneficiary: AETNA LIFE INSURANCE COMPANY, a corporation
26 organized and existing under the laws of the State of
Connecticut
Address: One Civic Center Plaza
Post Office Box 1414
Hartford, Connecticut 06143

An assignment of Leases, Rents, and Livestock Grazing Permits, as
additional security under said deed of trust;
Recorded April 14, 1978 in Book 29, Page 520 of Official Records.

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1 b. A Deed of Trust to secure an indebtedness in the original principal sums
2 of \$17,000,000.00, \$1,500,000.00, \$18,000,000.00 and any other obligations
3 secured thereby, recorded November 16, 1981 in Book 40 Pages 19-46
4 of Alpine County, Official Records.

5 Dated: November 13, 1981
6 Trustor: JOHN B. ANDERSON AND EDITH ANDERSON, individuals
7 Trustee: CROCKER CUSTODY CORPORATION, a California
8 corporation
9 Beneficiary: CROCKER NATIONAL BANK
10 Address: One Montgomery Street
11 San Francisco, California 94104

12 A Supplemental Agreement dated April 27, 1983, disclosed that the above
13 Deed of Trust also secured an additional advance in the amount of
14 \$5,800,000.00.

15 Recorded May 5, 1983, in Book 43 of Alpine County Official Records,
16 at Page 632.

17 Executed by: John B. Anderson and Crocker National Bank.

18 A "Second Supplemental Agreement" dated December 9, 1983 executed
19 by and between the above said parties; recorded December 19, 1983 in
20 Book 45, Page 444 of Alpine County Official Records.

21 c. A lien disclosed by a Financing Statement recorded November 16, 1981
22 in Book 40, Page 18, Alpine County Official Records.

23 Debtor: JOHN B. ANDERSON AND EDITH ANDERSON

24 Secured Party: Crocker National Bank
25 400 Capitol Mall, Sacramento, Ca. 95814

26 d. A lien disclosed by a Financing Statement recorded January 25, 1983 in
27 Book 43, Page 164 of Alpine County Official Records.

28 Debtor: John B. Anderson et.ux.

29 Secured Party: Aetna Life Insurance Company, One Civic Center Plaza,
30 Hartford, Ct. 01643

31 e. An Abstract of Judgment for \$6,165,536.82 plus \$125,662.09 interest as
32 of November 10, 1986 and any other amounts due thereunder, Case No.
33 CV 86-176-DA, in the United States District Court for the Northern
34 District of California; recorded December 17, 1986, in Book 56 of Alpine
35 County Official Records, at Page 73.

36 Debtor: John Basham Anderson and Edith June Anderson

37 Creditor: Federal Savings and Loan Insurance Corporation, as a
38 receiver for State Federal Savings and Loan Association

39 f. ASSIGNMENT OF LEASE

40 Assignee: Travelers Insurance Company

41 Assignor: H. F. Dangberg Land and Live Stock Company

42 Recorded: March 30, 1978

43 Book: 378

44 Page: 2030

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1 Document No.: 19100 of Official Records

- 2 g. AGREEMENT by and between H. F. Dangberg Land & Live Stock Company
and the Travelers Insurance Company

3 Recorded: March 30, 1978
4 Book: 378
5 Page: 2040
6 Document No.: 19101 of Official Records

- 7 h. A Deed of Trust to secure and indebtedness of \$7,000,000.00

8 Dated: March 28, 1978
9 Recorded: March 30, 1978
10 Book: 378
11 Page: 1986
12 Document No.: 19099 of Official Records
13 Trustor: John B. Anderson and Edith Anderson, Thomas E. Nevis
and Sandra L. Nevis, and Samuel A. and Melinda L.
Nevis

14 Trustee: Lawyers Title Insurance Corporation
15 Beneficiary: The Travelers Insurance Company

16 SAID DEED OF TRUST secures an additional advance.

17 Amount: \$3,000,000.00
18 Executed by: John B. Anderson and Edith Anderson, The Travelers
19 Insurance Company
20 Dated: October 1, 1980
21 Recorded: October 8, 1980
22 Book: 1080
23 Page: 609
24 Document No.: 49433 of Official Records.

25 Beneficiary: The Travelers Insurance Company

- 26 i. Uniform Commercial Code (Financing Statement)

Recorded January 22, 1980, in Book 180, Page 1099, as Document
No. 40806, Official Records.

Debtor Nevis Industries Inc., a Nevada corporation
Secured Party The Travelers Insurance Company

- j. A Deed of Trust to secure an indebtedness of \$ 2,000,000.00

Dated: October 2, 1981
Recorded: October 5, 1981
Book: 1081
Page: 291
Document No.: 60945 of Official Records
Trustor: John B. Anderson
Trustee: Nebaco Inc., a Nevada corporation
Beneficiary: Nevada National Bank

- k. Uniform Commercial Code Financing Statement

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1 recorded: October 5, 1981 in Book 1081, Page 308, Document No.
2 Debtor(s): John B. Anderson and Dangberg Ranch
3 Secured Party: Nevada National Bank

4 I. Uniform Commercial Code Financing Statement

5 Recorded: October 13, 1982 in Book 1082, Page 530, Document
6 No. 71639 of Official Records
7 Debtor(s): John B. Anderson and Edith Anderson
8 Secured Party: Nevada National Bank

9 The Secured Party's interest in said U.C.C. has been assigned to
10 WOODLAND PRODUCTION CREDIT ASSOCIATION By amendment
11 recorded October 22, 1984, in Book 1084, Page 2353, as Document No.
12 109021, Official Records.

13 m. Uniform Commercial Code Financing Statement

14 Recorded: March 7, 1983 in Book 383, Page 654, Document No.
15 76865 of Official Records
16 Debtor(s): John B. Anderson and Edith Anderson
17 Secured Party: The Travelers Insurance Company

18 n. A Deed of Trust to secure an indebtedness of \$7,000,000.00

19 Dated: March 13, 1985
20 Recorded: March 22, 1985
21 Book: 385
22 Page: 2031
23 Document No.: 115140 of Official Records
24 Trustor: Carson Valley Land Company, a Nevada corporation
25 f.k.a. H. F. Dangberg Land Co.
26 Trustee: Lawyers Title of Northern Nevada Inc.
Beneficiary: State Federal Savings and Loan Association

o. Uniform Commercial Code Financing Statement

Recorded: March 22, 1985 in Book 385, Page 2103, Document No.
115142 of Official Records
Debtor(s): Carson Valley Land Company, a Nevada corporation
Secured Party: State Federal Savings and Loan Association, a
corporation

p. Uniform Commercial Code Financing Statement

Recorded: March 29, 1978, Book 378, Page 1881, Document No.
19074 of Official Records
Debtor(s): Nevis Industries, Inc., a Nevada Corporation
John B. and Edith Anderson
Secured Party: The Travelers Insurance Company
A continuation of the hereinabove mentioned Financing Statement
recorded October 1, 1987, in Book 1087, Page 110, Document No. 163537
of Official Records.
An amendment to the hereinabove mentioned Financing Statement
recorded October 1, 1987, Book 1087, Page 111, Document No. 163538

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1 of Official Records. Said instrument among other provisions sets forth
2 the following: Amend Secured Party Address To: P. O. Box 8161, 2121
3 N. California Blvd., Suite 1000, Walnut Creek, California 94596-8161.

- 4 q. The effect of Supplemental Deed of Trust
5 Dated: September 22, 1980
6 Recorded: October 8, 1980
7 Book: 1080
8 Page: 613
9 Document No.: 49434 of Official Records
10 Trustor: John B. Anderson, a married man
11 Trustee: Lawyers Title Insurance Corporation
12 Beneficiary: The Travelers Insurance Company

13 The Beneficial did not join in the execution of said instrument.

14 SUBSTITUTION OF TRUSTEE under said deed of trust.

15 Recorded: December 15, 1987
16 Book: 1287
17 Page: 2172
18 Document No.: 168855 of Official Records
19 New Trustee: T. D. Service Company

20 NOTICE OF DEFAULT under the terms of said deed of trust.

21 Recorded: December 15, 1987
22 Book: 1287
23 Page: 2174
24 Document No.: 168856 of Official Records

- 25 r. An assignment of lessor's interest in leases affecting any and all existing
26 and future leases and tenancies concerning the property described herein,
recorded March 22, 1985, in Book 385, Page 2068, as File No. 115141,
Official Records.

- s. A Claim of Lien,

Recorded: June 5, 1987
Book: 687
Page: 772
Document No.: 155930, Official Records of Douglas County, Nevada
Lien Claimant: Resource Concepts, Inc.
Against: Carson Valley Land Company
Amount: \$5,236.16

3. All claims of liens or interest of Aetna Life Insurance Company, Crocker
National Bank (now Wells Fargo Bank), Travelers Insurance Company, Nevada National
Bank, Federal Savings and Loan Insurance Corporation, as receiver for State Federal
Savings & Loan Association, Woodland Production Credit Association, and Resource

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Order Confirming Sale of Property Free and Clear of Liens, Page 6

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1 Concepts, Inc., except as hereinafter provided, will transfer to the proceeds of sale
2 with the same validity and priority as such liens had against the property authorized to
3 be sold hereby.

4 4. The provision of this Order hereinabove stated dealing with the sale of
5 property free and clear of liens is conditional in that the property is authorized to be
6 sold free and clear of any such liens so long as from the proceeds of sale at the close
7 of escrow from escrow, the following parties are paid the following amounts or such
8 lesser sums as they agree to accept in writing for a release of their liens:

9 <u>Party</u>	<u>Amount</u>
10 Aetna Life Insurance Company	3,510,733.81
11 plus \$779.34 per day from 1/1/88 until paid, plus costs and fees 12 to date of escrow close.	
12 Crocker National Bank	300,000.00
13 Travelers Insurance Company	9,407,771.07
14 plus \$2796.68 per day from 2/1/88 until paid, plus pre payment 15 penalties of \$61,681.36, plus costs and fees to date of escrow close	
15 Nevada National Bank	1,895,809.65
16 plus \$404.90 per day from 1/29/88 until paid, plus costs and fees 16 to date of escrow close	
17 Federal Savings and Loan Insurance Corporation, as 17 receiver for State Federal Savings & Loan Association	3,395,000.00

18 *

19 Dated: JAN 25 1988

20 **LOREN S. DAHL**

21 LOREN S. DAHL

21 Judge, United States Bankruptcy Court

22 *THE COURT RESERVES JURISDICTION TO DETERMINE ANY DISPUTES
22 REGARDING THE CORRECTNESS OF THE PAYMENTS AUTHORIZED HEREBY

23 I hereby certify that I have examined
24 the instrument filed and a true copy
25 of the original filed in the office of
26 the Clerk U. S. Bankruptcy Court.

26 J. Monte
Deputy Clerk

SEAL

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Order Confirming Sale of Property Free and Clear of Liens, Page 7

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EXHIBIT A

All that certain real property situated in the County of Alpine,
State of California, more particularly described as follows:

TOWNSHIP 8 NORTH, RANGE 21 EAST, M.D.B. & M.

- SECTION 1: Lots 3 and 4;
- SECTION 2: Lots 1 and 2
- SECTION 3: Lots 2, 3, and 4;
- SECTION 4: Lot 1;
- SECTION 21: the North half of the Northeast quarter;
- SECTION 35: the East half of the Northeast quarter, East half of the Southeast quarter, Southwest quarter of the Northeast quarter, Southeast quarter of the Northwest quarter, Northeast quarter of the Southwest quarter, Northwest quarter of the Southeast quarter;
- SECTION 36: the Northwest quarter; the West half of the Northeast quarter and the North half of the Southwest quarter.

TOWNSHIP 9 NORTH, RANGE 21 EAST, M.D.B. & M.

- SECTION 14: the West half of the West half;
- SECTION 15: ALL
- SECTION 16: ALL
- SECTION 22: the East half; the Northeast quarter of the Northwest quarter;
- SECTION 23: the West half; the South half of the Southeast quarter;
- SECTION 25: the Southwest quarter of the Southwest quarter
- SECTION 26: the West half; the South half of the Southeast quarter
- SECTION 27: the East half; the East half of the Southwest quarter;
- SECTION 35: the West half of the Southeast quarter and the Southeast quarter of the Southeast quarter
- SECTION 36: Southwest quarter of the Southwest quarter

TOWNSHIP 10 NORTH, RANGE 18 EAST, M.D.B. & M.

- SECTION 1: Lots 2, 10, 11, 12, 13, 14, 15, 16 and 17; West half of Lot 3; the Southwest quarter of the Southwest quarter; Northwest 1/4 of the Southwest 1/4; and that portion of the Southeast 1/4 of the Southwest 1/4 lying West of the Westerly right of way line of Highway 88, (Alpine 34); as the same is described in certain deeds to the State of California, recorded April 12, 1952 in Book 'F' of Alpine County Official Records, at Pages 396 and 398.
- SECTION 2: Southeast quarter of the Southwest quarter, the Southwest quarter of the Southeast quarter, Lots 1, 2, 6, 8, 9, and the East half of Lots 3, 4, 5 and 7.

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EXCEPTING FROM Lots 1, 2 and 3, all that portion thereof described in Deed to Walter Berry, etal, recorded December 8, 1899 in Book H of Deeds, at page 169, Alpine County Records, as follows: "as will be covered with water by erection of a dam 25 feet high, at outlet of Scotts' Lake".

SECTION 11: the North half of the Northeast quarter; the Southwest quarter of the Northeast quarter; the North half of the Southeast quarter; the Southeast quarter of the Southeast quarter; and the East half of the West half;

SECTION 12: the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter; and that portion of the East 1/2 of the Northwest 1/4 and that portion of the Northeast 1/4 of the Southwest 1/4 lying West of the Westerly right of way line of Highway 88, (Alpine 34), as the same is described in certain deeds to the State of California recorded April 12, 1952, in Book 'F' of Alpine County Official Records, at Pages 396 and 398.

TOWNSHIP 10 NORTH, RANGE 19 EAST, M.D.B.&

SECTION 6: Lots 16 and 17

EXCEPTING THEREFROM a strip of land 50.0 feet in width and being adjacent to and along each side of the Carson River as excepted in the Deed executed by Sierra Pacific Power Company in favor of F. Dangberg Land & Live Stock Company recorded March 14, 1962 in Book I at page 331, Official Records of Alpine County.

SECTION 16: the Northwest quarter; West half of the Northeast quarter; the Southeast quarter; the East half of the Southwest quarter and the Northwest quarter of the Southwest quarter; Southeast quarter of the Northeast quarter.

TOWNSHIP 10 NORTH, RANGE 21 EAST, M.D.B....

SECTION 36: All

EXCEPTING THEREFROM all that portion thereof described in deed to Alpine County, recorded May 20, 1949 in Book E at page 483 Official Records of Alpine County.

TOWNSHIP 10 NORTH, RANGE 22 EAST, M.D.B.&M.

SECTION 19: Lot 3:

SECTION 31: Lot 2:

SECTIONS 7, 17, and 18: TRACTS 45 AND 46.

EXCEPTING any portion situate in the State of Nevada

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TOWNSHIP 11 NORTH, RANGE 18 EAST, M.D.B. & M.

SECTION 1: Lot 12 and the West Half of Lot 19;

SECTION 12: the West half of Lots 2, 9 and 12 and the East half of Lots 8 and 13:

SECTION 13: Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20; and the East half of Lot 16.

EXCEPTING FROM Lots 17 and 18 all that portion thereof described in Deed to State of California, recorded December 5, 1960 in Book 'I' at page 89, Official Records of Alpine County.

SECTION 24: Lots 1, 2, 4, 7, 9, 10, the West half of Lot 3, and the East half of Lot 8.

EXCEPTING FROM said Lot 3 above, all that portion described in a deed to the State of California, recorded December 5, 1960 in Book I, at page 89, Official Records of Alpine County.

SECTION 25: The Northwest quarter of the Southwest quarter and Lot 16;

SECTION 26: The North half of the Southeast quarter, Northeast quarter of the Southwest quarter, Lots 1, 2, 3 and 4;

TOWNSHIP 11 NORTH, RANGE 19 EAST, M.D.B. & M.

SECTION 6: the Southeast quarter of the Southwest quarter;

SECTION 7: the North half of the Northwest quarter; the Southwest quarter of the Northwest quarter;

SECTION 9: the Southeast quarter; the South half of the Southwest quarter and the South half of the Northeast quarter;

SECTION 10: the Southeast quarter

SECTION 11: the Southwest quarter; the East half of the Northwest quarter;

SECTION 17: the West half of the Southeast quarter; the East half of the Southwest quarter and the Southwest quarter of the Southwest quarter;

SECTION 18: the Southeast quarter of the Southeast quarter;

SECTION 19: the East half of the Northeast quarter;

SECTION 20: the Northeast quarter of the Northwest quarter; the West half of the Northeast quarter; the Southeast quarter of the Northeast quarter; the North half of the South half;

SECTION 21: the Southeast quarter of the Southwest quarter;

SECTION 28: the North half of the Northwest quarter;

SECTION 29: the Northeast quarter of the Northeast quarter

EXCEPTING FROM THE HEREIN DESCRIBED PROPERTY ALL MINERALS, OIL, GAS AND OTHER HYDRO-CARBON SUBSTANCES AND GEOTHERMAL RESOURCES, as conveyed to J.J. Resources, a California General Partnership, by deed recorded October 20, 1981 in Book 39, at Page 520 of Alpine County Official Records.

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DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 1:

Township 13 North Range 19 East M.D.B. & M.

Section 13: South 1/2

Section 14: Southeast 1/4; East 1/2 of the Southwest 1/4
Excepting therefrom the portion of the East 1/2 of the SW 1/4 conveyed to Carl Kidman and wife, by deed recorded May 16, 1951 in Book Z, Page 468.
Further excepting all that portion lying within the high water line of the Carson River.

Section 23: East 1/2

Excepting therefrom that portion conveyed to Herman H. Herb and wife, recorded November 21, 1964, in Book 27, Page 513, Official Records, Douglas County, Nevada.
Further excepting therefrom that portion of sections 23 and 26 conveyed to Abraham Klauber, by Deed dated February 17, 1866, and recorded in Book C of Deeds at Page 290, Douglas County, Nevada Records.
Further excepting that portion conveyed to the State of Nevada for Highway purposes by instrument recorded June 10, 1946, in Book X of Deeds, at Page 511, Douglas County, Nevada Records.
Further excepting any portion lying within the highwater mark of the Carson River.

Section 24: ALL

Excepting therefrom that portion conveyed to the State of Nevada for highway purposes by instrument recorded June 10, 1946 in Book X of deeds, at Page 511, Douglas County, Nevada Records.
Further Excepting that portion conveyed to Minden-Gardnerville Sanitation District by Deed Recorded July 26, 1985 in Book 785, at Page 2184, as Document No. 120662, Douglas County Nevada Records.
Excepting Therefrom any portion lying within the high water mark of the Carson River.

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Section 25: ALL

Excepting from section 25 and sections 30 and 31 Township 13 North Range 20 East That Portion conveyed to Hickey Bros. Inc., by Deed recorded April 21, 1978 in Book 478, at Page 1364, as Document No. 19895, Douglas County, Nevada Records.
Further excepting any portion lying within the highwater mark of the Carson River.

Section 26: East 1/2; East 1/2 of the Southwest 1/4; Southeast 1/4 of the Northwest 1/4

Excepting that portion conveyed to Ernest Bartles recorded December 24, 1923, in Book R of Deeds, Page 429, Douglas County, Nevada Records.

Further excepting therefrom that portion conveyed to Walter Muller and wife, recorded March 25, 1963 in Book 58, Page 101, Official Records of Douglas County, Nevada.

Further excepting that portion conveyed to P.W. Vansickle by Deed recorded June 11, 1867, in Book C of Deeds at Page 448, Douglas County, Nevada Records.

Further excepting that portion conveyed to Milton Edward Bacon, recorded March 27, 1951 in Book Z of Deeds, at Page 432, Douglas County Nevada Records.

Section 35: East 1/2

Section 36: ALL

Excepting from Sections 23, 25, 26, 35 and 36; Parcel 1 as shown on the Land Division Map of H. F. Dangberg Land and Livestock Co. recorded March 30, 1978 in Book 378 at Page 1914, as Document No. 19043, Douglas County, Nevada Records.

Also excepting from Section 36; Parcels G-2 and GH-1 as shown on the Parcel Map for H.F. Dangberg Farms, recorded March 24, 1982, in Book 382, at Page 1697 as Document No. 66200, Douglas County Official Records.

PARCEL 2:

Parcel G-2, H-2, and GH-1 and shown on the Parcel Map for H.F. Dangberg Farms, recorded March 24, 1982 in Book 382, Page 1697, as Document No. 66200, Douglas County, Nevada Records.

PARCEL 3:

Township 13 North Range 20 East M.D.B. & M.

Section 16: West 1/2 of the Southwest 1/4

Excepting those portions conveyed to Douglas County by Deed recorded December 16, 1986 in Book 1286, at Page 1930, as Document No. 146776, Official Records.

Section 17: South 1/2

Excepting those portions conveyed to Douglas County by Deed recorded December 16, 1986 in Book 1286, at Page 1930, as Document No. 146776, Official Records.

Section 18: ALL

Excepting those portions conveyed to the State of Nevada for Highway purposes by Deeds recorded February 28, 1919 in Book Q of Deeds, at Page 98; recorded March 10, 1937 in Book U of Deeds at Page 389; recorded May 27, 1937 in Book U of Deeds at Page 436 and amended August 30, 1937 in Book U at Page 498; recorded March 17, 1930 in Book T of Deeds at Page 106; and recorded February 16, 1961 in Book 5 at Page 216, Douglas County, Nevada Records Further excepting those portions conveyed to Fred A. Thaheld and wife by Deeds in Book C-1 of Deeds, at Page 368; and recorded October 2, 1978 in Book 1078, at Page 006, as Document No. 25848, Douglas County, Nevada Records.

Further Excepting that portion conveyed to Arthur Arnold Settelmeyer and wife, by Deed, recorded April 28, 1965 in Book 30, at Page 726, Douglas County, Nevada Records Further excepting that portion conveyed to All-American Shelter, by Deed recorded June 19, 1980, in Book 680, at Page 1687, as Document No. 45439, Douglas County Nevada Records.

Section 19: ALL

Excepting therefrom those portions conveyed by Deeds to the State of Nevada for Highway purposes recorded February 28, 1919, in Book Q of Deeds, at Page 98; Recorded March 17, 1930 in Book T of Deeds, at Page 106; recorded May 27, 1937 in Book U of Deeds, at Page 431 and amended August 30, 1937 in Book U of Deeds, at Page 498; recorded August 26, 1919 in Book Q of Deeds at Page 256; and recorded June 10, 1946 in Book X of Deeds, at Page 511, Douglas County Nevada Records.

Section 20: ALL

Section 21: West 1/2 of Northwest 1/4; South 1/2

Section 22: South 1/2

Section 23: West 1/2 of Southwest 1/4

Section 26: Northwest 1/4 of Northwest 1/4

Section 27: ALL

Excepting therefrom that portion conveyed to Donald E. and Susan Bently by deed Recorded May 12, 1978 in Book 578, at page Page 1034, as Document No. 20650, Douglas County, Nevada Records.

Further Excepting Parcels B-1, B-2, B-3 and B-4 as shown on the parcel map for Gary Peterson recorded August 11, 1983 in Book 883, at Page 1074, as Document No. 85517, Douglas County Records.

Further Excepting that portion conveyed to William H and Sandra E. Maddocks by Deed recorded May 29, 1985 in Book 585, at Page 2422, as Document No. 117938, Douglas County, Nevada records.

Section 28: ALL

Section 29: East 1/2 and all that portion of the SE 1/4 of the SW 1/4 of Section 29, Township 13 North, Range 20 East, M.D. B. & M., lying Easterly of the Following Line A, described as follows (and Southerly of Line B Below):

(Line A)

Beginning at the Northwest corner of Block 4 of the North Addition to the Town of Minden according to the official Map thereof on file in the office of the Douglas County Recorder; thence South 63*24' East, 320 feet; thence South 26*35' West 108 feet; thence South 53*08'30" East 477.20 feet; thence South 26*35' West, 281 feet; thence South 63*25' East, 89.22 feet; thence following a curve to the left from a tangent bearing South 5*36' West on a radius of 293.42 feet for a distance of 170.51 feet to the point of ending.

And Southerly of Line B:

(Line B)

Beginning at the Northwest corner of the parcel described in the Deed to Henry F. Seeman, et ux, recorded October 15, 1946, in Book Y of Deeds, Page 145; thence South 0*10' West, 1716.00 feet; thence from a tangent which is the last described course, curving to the right with a radius of 613.00 feet; through an angle of 64*57'10", for a distance of 694.92 feet to the Point of Ending.

Excepting therefrom that portion conveyed to Donald and Susan Bently by deed Recorded May 12, 1978 in Bbook 578, at Page 1023, as Document No. 20650, Douglas County Nevada Records.

Excepting therefrom that portion conveyed to C O D Garage Co. by Deed recorded September 25, 1978 in Book 978 at Page 1735, as Document No. 25587, Douglas County, Nevada Records. Excepting from Sections 29 and 32 that portion conveyed to Anker Family Trust shown as Lot 42 on that certain Land Division Map No.2 for John B. Anderson, recorded June 4, 1981, as Document No. 56926, Douglas County Records.

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Section 30:

West 1/2

Except that portion conveyed to the State of Nevada for highway purposes by deeds recorded February 28, 1919 Book Q of Deeds, Page 38, April 21, 1919 in Book Q of Deeds Page 164 and May 27, 1937 in Book U of Deeds, Page 436 and amended August 30, 1937 in Book U of Deeds, Page 498.

Excepting Therefrom: a Parcel of land, located in the SW 1/4 of Section 30, T 13 N, R20E, M.D.B. & M. described as follows:

Commencing at the Southwest corner of Section 31, T13N, R20E, M.D.B. & M., proceed N. 17°57'04" E., 8,213.56 feet to the True Point of Beginning, which is the Northeast corner of the Parcel, and lies on the Westerly right of way line of Nevada State Highway "B" 6+83.78 POT="L" 0+00.001; proceed thence S. 0°49'W., 1,737.82 Feet along said westerly right of way line, to a point which is the Southeast corner of the parcel; thence North 89°20'23" W., 1,000.00 feet, to the Southwest corner of the parcel; thence N. 0°49'02" East, 1,747.22 feet, to the Northwest corner of the Parcel; thence S. 88°48'05' E., 1,000.00 feet, to the Point of Beginning.

Further excepting that portion conveyed to Minden-Gardnerville, Sanitation District, by Deed recorded November 20, 1978 in Book 1178, at Page 1185, as Document No. 27482, Douglas County, Nevada records. Further excepting a portion of Parcel H-2 as shown on the Parcel Map for H.F. Dangberg Farms, recorded March 24, 1982 in Book 382, at Page 1697 as Document No. 66200, Douglas County Nevada Records. Further Excepting that portion conveyed to Hickey Bros by deed recorded April 21, 1978 in Book 478, at Page 1364, as Document No. 19895, Douglas County, Nevada records; Further excepting any portion lying within the high water mark of the Carson River.

Section 31: West 1/2

Excepting that portion conveyed to the State of Nevada for Highway purposes.

Further excepting Parcels H-2 and GH-1 as shown on the Parcel Map for H.F. Dangberg Farms, recorded March 24, 1982 in Book 382, at Page 1697, as Document No. 66200, Douglas County Nevada Records.

Further excepting any portion lying within the high water mark of the Carson River.

Section 32:

That portion of the NE 1/4 of the NW 1/4 of Section 32, Township 13 North, Range 20 East, M.D.B.&M., lying Easterly of the following described line:

COMMENCING at a point where the East side of Fourth Street in the Town of Minden, extended would intersect the North right of way line of U.S. Highway 395 and being North 26° 35' East, 53.51 feet from the town monument; thence continuing North 26° 35' East, 137.49 feet to a point; thence South 63° 25' East, 239.22 feet to a fence which was the East boundary of the Old V & T Right of Way and the true point of beginning; thence following the curve to the left from a Tangent bearing South 5° 36' West, on a radius of 293.42 feet for a distance of 170.51 ft. thence South 31° 36' East a distance of 200.00 feet to a point; thence South 31° 22' East, a distance of 651.27 feet to the point of ending.

And that portion of the NE 1/4 of Section 32, described as follows:

BEGINNING at the East 1/4 corner of said Section 32, Township 13 North, Range 20 East, M.D.B.&M.; thence North 89° 57' West, 303.00 feet to a point which is the Southeast corner of that certain parcel conveyed to Henry Seeman and wife by Deed recorded April 14, 1944, in Book W of Deeds, Page 572; thence around said parcel the following courses and distances:

North 120.30 feet; thence North 54° 05' West, 328.80 feet; thence North 46° 12' West, 429.50 feet; thence North 0° 19' West, 1159 feet; thence South 89° 36' West, 1397.30 feet, more or less, to the Northeast corner of the parcel described in the Deed to Standard Oil Company, a corporation, recorded June 10, 1952, in Book P of Deeds, page 288; thence South 89° 32' West, 176.23 feet; thence North 31° 22' West, 255 feet, more or less, to the North-South 1/4 section line of said Section 32; thence North along said North-South Section line to the North 1/4 corner of said Section 32; thence East along the North line of said Section 32 to the Northeast corner thereof; thence South along the East line of said Section 32 to the East 1/4 corner and the true point of beginning.

EXCEPTING therefrom that portion lying within Zerolene Road

Excepting therefrom that portion conveyed to Donald and Susan Bently by Deed recorded May 12, 1978 in Book 578, Page 1023, as Document No. 20650, Douglas County Nevada records.

Excepting therefrom that portion conveyed to Anker Family Trust by Deed recorded November 8, 1984, in Book 1184, at Page 702, as Document No. 109809, Douglas County, Nevada, records.

SECTION 33: N 1/2

SECTION 34: N 1/2; SE 1/4; E 1/2 of SW 1/4

Excepting therefrom Parcel nos, 1,2,3,&4 as shown on the Clark Parcel Map recorded January 21, 1982 in Book 182, at Page 1358, as Document No. 64238, Douglas County, Nevada records.

Also excepting therefrom those portions in the E 1/2 of the E 1/2 of said Section 34, Lying East of the East Bank of the Allerman diversion ditch traversing said lands as established and existing in 1978, with easement as provided in that certain water conveyance and easement agreement dated May 10, 1978, between Nevis Industries, Inc., and John B. Anderson and Edith Anderson.

Further excepting Parcels 3-F-1, 3-F-2 and 3-F-3 as shown on parcel map No. 2 of the Carter parcels, recorded January 25, 1982 as Document No. 64320, Douglas County, Nevada, Records.

Further excepting therefrom that portion conveyed to James W. & Rose E Decker and John and Jody Laxague by Deed recorded September 17, 1980 in Book 980, at Page 1398, as Document No. 48659, Douglas County, Nevada records.

Further excepting that portion conveyed to John and Jody Laxague by deed recorded December 22, 1986, in Book 1286, at Page 2769 as Document No. 147170, Douglas County, Nevada, records.

Further excepting that portion conveyed to Carson Valley Land and Livestock by Deed recorded April 25, 1980 in Book 480, at Page 1586, as Document No. 45763, Douglas County, Nevada, Records.

Further excepting that portion conveyed to G.P. Trucking by Deed recorded August 10, 1978 in Book 878, at Page 906, as Document No. 23962, Douglas County, Nevada records.

Further excepting therefrom those portions conveyed to William H & Sandra E. Maddocks by Deeds recorded December 30, 1985 in Book 1285, at Page 2509 as Document No. 128835, Douglas County, Nevada, Records, and recorded January 17, 1985 in Book 185, at Page 1265, as Document No. 112427, Douglas County Nevada, records.

Further excepting therefrom parcels C-1, C-2, C-3, & C-4 as shown on parcel map for John and Joan Christl recorded May 10, 1982, Book, 582, Pg. 1117, as Document No. 67927, Douglas County, Nevada records.

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PARCEL 4:

A parcel of land located within portions of the West 1/2 of the East 1/2 of the Southwest 1/4 of Section 23, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, and the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, being more particularly described as follows;

BEGINNING at the center-west one-sixteenth corner of said Section 23 from which the West 1/4 corner of said Section 23 bears N. 89°08'06" W. 1327.04 feet; thence S. 89°08'06" E. 342.22 feet; thence S. 0°27'47" W. 1206.73 feet; thence S. 0°28'42" W. 673.12 feet; thence S. 0°11'02" W. 508.81 feet; thence S. 6°17'18" W. 253.40 feet; thence N. 89°12'40" W. 8.52 feet; thence S. 22°01'28" W. 484.02 feet; thence S. 17°13'12" E. 684.24 feet; thence S. 8°56'31" W. 229.55 feet; thence N. 89°09'24" W. 296.36 feet; thence N. 0°44'50" E. 1320.74 feet; thence N. 0°06'16" E. 2649.54 feet to the POINT OF BEGINNING.

PARCEL 5:

Township 14 North Range 20 East M.D.B. & M.

Section 8: The SW 1/4 of the SE 1/4 and the South 1/2 of the NW 1/4 of the SE 1/4 and the NE 1/4 of the NW 1/4 of the SE 1/4 and those portions of the NE 1/4 of the SE 1/4 and of the SE 1/4 of the SE 1/4 lying westerly of the Minden Branch of the V & T Railroad as conveyed by H.F. Dangberg Land & Livestock Co. by instrument recorded September 10, 1910 in Book O of Deeds, at Page 80, to the State of Nevada.

Section 16: West 1/2

Section 17: the NE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4, and the East 1/2 of the NE 1/4 of the NW 1/4; the S 1/2 of the S 1/2; NW 1/4 of SE 1/4; NE 1/4 of the SE 1/4; E 1/2 of the SW 1/4 of the NW 1/4; SE 1/4 of the NW 1/4; S 1/2 of the NE 1/4; SW 1/4 of the NW 1/4 of the SW 1/4; E 1/2 of the NW 1/4 of the SW 1/4; NE 1/4 of the SW 1/4.

Section 18: SW 1/4 of the SE 1/4 of the SE 1/4; NE 1/4 of the SE 1/4 of the SE 1/4; SE 1/4 of the SE 1/4 of the SE 1/4.

Section 19: NE 1/4 of the NE 1/4; S 1/2 of the NE 1/4; S 1/2 of the E 1/2.

Excepting therefrom that portion conveyed to the State of Nevada for Highway Purposes recorded March 7, 1921 in Book R of Deeds, at Page 105, and recorded January 6, 1928 in book S of Deeds, at Page 352, Douglas County, Nevada Records.

Section 20: All: Except the S 1/2 of the SE 1/4

Section 21: West 1/2

Excepting from Sections 16, 17, 20 and 21 above those portions conveyed to the Incline General Improvement District by Deed Recorded December 30, 1982 in Book 1282, at Page 2080, as Document No. 74585, Douglas County, Nevada Records.

Section 29: Northwest 1/4

Section 30: Northeast 1/4

Excepting from Section 17, 18, 19 and 30 any portions lying within the high water mark of the Carson River.

PARCEL 6:

A parcel of land located within portions of the West one-half of the East one-half of the Southwest one-quarter of Section 23, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, and the Northeast one-quarter of the Northwest one-quarter of Section 26, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada being more particularly described as follows:

BEGINNING at the center-most one-sixteenth corner of said Section 23 from which the West one-quarter corner of said Section 23 bears North 89° 08' 06" West 1327.04 feet;

- thence S. 89° 08' 06" E. 342.22 feet;
- thence S. 0° 27' 47" W. 1206.73 feet;
- thence S. 0° 28' 42" W. 673.12 feet;
- thence S. 0° 11' 02" W. 508.81 feet;
- thence S. 6° 17' 18" W. 253.40 feet;
- thence N. 89° 12' 40" W. 8.52 feet;
- thence S. 22° 01' 28" W. 484.02 feet;
- thence S. 17° 13' 12" E. 684.24 feet;
- thence S. 8° 56' 31" W. 229.55 feet;
- thence N. 89° 09' 24" W. 296.36 feet;
- thence N. 0° 44' 50" E. 1320.74 feet;
- thence N. 0° 06' 16" E. 2649.54 feet to the POINT OF BEGINNING

Assessor's Parcel No. 23-290-01

PURCHASE AND SALE AGREEMENT

AND ESCROW INSTRUCTIONS

This Agreement is made by and among: CARSON VALLEY LAND COMPANY, a Nevada corporation (herein "CVLC"), and JJ RESOURCES, a California general partnership (herein "JJ Resources) or their respective legal successors-in-interest, (herein collectively "Seller"); and SIERRA INVESTMENTS, INC., an Oregon corporation, or nominee(s) (herein "Buyer"); with reference to the following facts and is as follows:

RECITALS

A. CVLC is a Nevada corporation which formerly conducted business under the name "H.F. DANGBERG LAND CO." CVLC is the owner of certain real and personal property more particularly described below, generally comprised of approximately 19,462 acres of land in Douglas County, Nevada, and Alpine County, California, certain waters and water rights, ditch rights and easements, and water storage rights and easements, certain grazing permits, and certain fixtures, equipment and other personal property.

B. JJ Resources is the owner of certain mineral rights in and to, with the right of surface entry upon, portions or all of the 19,462 acres of land owned by CVLC.

C. Seller and Buyer desire to close the sale and purchase of the real and personal property through an escrow ("Escrow") to be opened at First Nevada Title Company, Minden, Nevada ("Escrow Agent").

D. Carson Valley Land Company was the debtor in that certain bankruptcy proceeding in United States Bankruptcy Court, Eastern District of California, case number 285-03527-A-11. Said proceeding has been dismissed but it may be necessary for CVLC to file a new Chapter 11 petition to enable this transaction to close.

NOW THEREFORE, Seller agrees to sell, and Buyer agrees to buy, the real and personal property defined below as "the Property," upon the terms and conditions set forth herein.

1. Description of the Property. The real and personal property which is the subject of this Agreement is described as follows:

(a) Real Property. All that certain real property (herein "the Real Property") situate in Douglas County, Nevada, and in Alpine County, California, consisting of approximately 19,462 acres of land which is comprised of portions of the

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property commonly known as the Dangberg Ranch, and described in the Preliminary Report of First Nevada Title Company, No. 201682-TO (Amended), dated as of August 4, 1987, and the Commitment for Title Insurance of First American Title Insurance Company, No. 48308, effective as of April 1, 1987, being all of the land owned by Seller in Douglas County, Nevada, and Alpine County, California (herein "the Land"), copies of which Preliminary Report and Commitment for Title Insurance are attached hereto as Exhibits "A" and "B", respectively (herein collectively "the Title Reports"). Provided however, that certain real property which has been condemned by the State of Nevada, Department of Transportation in Case No. 16890, Ninth Judicial District Court, Douglas County, Nevada, is expressly excepted from this sale although it is included in the descriptions referenced herein. Said condemnation includes approximately 25 acres and Seller agreed to accept a sum of cash as compensation therefore. Said cash payment is retained by Seller; and

TOGETHER WITH all the buildings and improvements of any kind situate on the Land; and

TOGETHER WITH all water, water rights, rights to the use of water, appropriative, or otherwise, dams, storage areas, storage rights and easements, ditches, ditch rights and easements, canals, pipelines, reservoirs, wells, pumps, pumping stations, engines, and all other means for the diversion or use of water appurtenant to Land or any part thereof, or now or hereafter used or enjoyed in connection therewith, for irrigation, stock watering, domestic or any other use, or for the drainage of all or any part of the Land; all permits to appropriate the waters of the State of Nevada issued by the Division of Water Resources or other appropriate office of the State of Nevada, together with all certificates of appropriation, and any and all applications to appropriate the waters of the State of Nevada which are appurtenant to the Land or any part thereof, and used or enjoyed in connection therewith; all permits to use or appropriate the waters of the State of California, together with all certificates of appropriation and any and all applications to appropriate the waters of the State of California which are appurtenant to the Land or any part thereof, and used or enjoyed in connection therewith (herein collectively "Water Rights and Easements"); and

TOGETHER WITH all minerals, gas, oil, coal, hydrocarbon, shale, steam, geothermal, and other subterranean rights in the Land of whatever nature (herein "the Mineral Rights"); and

TOGETHER WITH all grazing permits, including, but not limited to, those issued by the United State Bureau of Land

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Management, or the United States Forest Service (herein "the Grazing Permits"); and

TOGETHER WITH all timber and other crops growing on the Land at the close of escrow; and

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

SUBJECT TO the following:

(i) Contract with Bently Nevada Corporation as evidenced by Escrow Instructions dated June 2, 1987, a copy of which is attached as Exhibit "C."

(b) Personal Property. All that certain personal property which is used in connection with the Real Property, or presently located on the Land, including, but not limited to, any and all irrigation equipment, feed lot equipment, and any and all other personal property which belongs to the Seller and remains on the Land after close of Escrow, which shall become the property of Buyer at close of Escrow (herein "the Personal Property"). Specifically and without limitation Personal Property shall include that certain furniture and furnishing located in the main office and the "Klauber home" located on the Real Property, that certain equipment which is subject to the security interest of Nevada National Bank as of October, 1981 (including one Allis-Chalmers backhoe, one HD16 Dozer, one John Deere road grader, and three dump trucks), and the pick up trucks used in connection with ranch operations. Except for items specifically identified in this paragraph, Personal Property is limited to such property as is owned by Seller.

The Real Property and the Personal Property are hereinafter collectively referred to as "the Property."

2. Title. The purchase and sale of the Property is conditioned upon, as a condition precedent, conveyance of the Property free and clear of all liens, and other monetary encumbrances except taxes and assessments, (excluding any deferred taxes not otherwise yet due and payable and the Permitted Exceptions) all of which shall be paid at the close of Escrow.

Seller shall obtain from the title insurance agents of FIRST AMERICAN TITLE INSURANCE COMPANY, which agents are located in or near Douglas County, Nevada, and Alpine County, California, within five (5) working days after Seller's receipt of this Agreement bearing Buyer's signature, and deliver to Buyer, updated preliminary title reports or commitments for title insurance covering all of the Land (herein collectively

"Updated Title Reports"), showing all liens, encumbrances, and other matters of record which, in the opinion of the title insurer affect, or may affect, title to the Land. Seller shall also obtain and deliver to Buyer within such five (5) working day period, a written commitment or commitments from an authorized representative or representatives of FIRST AMERICAN TITLE INSURANCE COMPANY ("First American"), listing any and all exceptions shown on the Title Reports which First American will unconditionally "write over." The exceptions to title which are shown on the Updated Title Reports and which are not eliminated by (i) the written commitment(s) of First American, or (ii) by the full satisfaction and payment thereof at close of Escrow as provided herein, are herein called "the Permitted Exceptions."

3. Effective Date. The Effective Date of this Agreement shall be the date upon which all of the parties have executed this Agreement.

4. Purchase Price. The purchase price for the Property ("Purchase Price") is TWENTY MILLION AND NO/100THS DOLLARS (\$20,000,000.00), payable as follows:

(a) The sum of ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00) ("Earnest Money Deposit") shall be placed on deposit with Century 21/Clark Properties Minden, Nevada, as Trustee within six (6) business days after the Effective Date;

(b) The balance of the Purchase Price in the amount of NINETEEN MILLION NINE HUNDRED AND NO/100THS DOLLARS (\$19,900,000.00) shall be deposited into Escrow on or before its close, as more particularly set forth in paragraph 5 below.

5. Investigation Period.

(a) Time Period. Buyer shall have until 5:00 p.m., January 25, 1988, within which to make an investigation of all aspects of the Property, including, but not limited to, matters affecting or relating to title to the Property and all rights and easements appurtenant thereto, the acreage of the Land and the legal access thereto, the quality and nature of the Water Rights and Easements, and the nature of the Grazing Permits and the land subject thereto. Said investigation shall include any pending or threatened condemnation of all or any portion of the Property.

(b) Seller's Duty to Cooperate. Seller hereby grants to Buyer, any assignees of Buyer, and their respective agents, representatives, employees, and engineers, permission to enter upon the Land to make all such inspections, and to conduct all such tests and investigations, which Buyer, in his sole discretion, deems necessary or appropriate. Seller agrees to cooperate fully with Buyer in aid of Buyer's investigations, by

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furnishing to Buyer, upon request, copies of all records, maps, agreements, and other information regarding the Property. Within five (5) working days after the Effective Date, Seller shall furnish to Buyer the following:

- (i) the partnership agreement of JJ Resources or other evidence, satisfactory to Buyer, of the name of the partners and their authority to bind the partnership; and
- (ii) a current list of officers and directors of CVLC; and
- (iii) a complete inventory of the Personal Property; and
- (iv) a complete list of the Grazing Permits; and
- (v) a complete description of the Water Rights and Easements.

Buyer shall approve or reject the personal property inventory within five (5) days of its receipt. ~~of~~ Timely rejection of said inventory shall be deemed a notice of termination under Paragraph 5(d) hereof.

(c) Buyer's Right to Demand that Seller Cure Defect.

If, during the course of Buyer's investigation, Buyer discovers any title matter which, in Buyer's reasonable opinion, adversely affects the Property, or discovers that this Agreement has not been signed by all persons on behalf of Seller which Buyer reasonably believes are necessary to bind the Seller, then Buyer shall have the right, but not obligation, to make written demand on the Seller, at any time and from time to time, in the manner provided in paragraph 11 below, to cure or eliminate such matter or condition, or to take whatever actions are necessary to bind the Seller before the expiration of the Investigation Period. Seller agrees to use reasonable effort and diligence to comply with all demand of Buyer prior to the end of the Investigation Period.

(d) Termination or Expiration of Investigation Period; Buyer's Right to Terminate Agreement. Seller and Buyer acknowledge that the provisions of this paragraph 5 are made solely for the benefit of Buyer to confirm matters described in this Paragraph 5.

Buyer shall have the right, solely upon the basis of a failure, defect, or condition of the title to the Property including those items described in this Paragraph 5 to terminate this Agreement at any time prior to the expiration of the Investigation Period by notifying Seller in the manner provided in paragraph 11 below of Buyer's election to terminate this Agreement. In the event Buyer exercises his right to

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terminate this Agreement, then Buyer's Earnest Money Deposit shall be returned to Buyer upon demand, and upon Buyer's receipt of the Earnest Money Deposit, this Agreement shall have no further force or effect.

In the event Buyer does not terminate this Agreement on or before the end of the Investigation Period, then all obligations of Seller and Buyer hereunder shall remain in full force and effect.

6. Escrow. Escrow for the sale and purchase of the Property shall close at the offices of Escrow Agent. Seller shall irrevocably deposit into escrow on or before January 15, 1988, all documents necessary and appropriate to transfer title to the Property as required by this Agreement, including, but not limited to, deeds in forms customarily used in Nevada and California for the transfer of real property and water rights, bills of sale in a form acceptable to Buyer, documents transferring grazing permits in a form acceptable to the governmental authority issuing such permits and to Buyer (herein "Documents").

Escrow Agent shall notify Buyer when Escrow Agent has received all Documents executed by Seller and shall allow Buyer and Buyer's representatives and attorneys reasonable opportunity to examine the originally executed Documents. In the event either Buyer or Escrow Agent has any objection to the form of the Documents or the manner in which they are executed or acknowledged, then Buyer or Escrow Agent shall notify Seller of such objections on or before January 20, 1988. Seller shall have until January 25, 1988, to cause corrected Documents satisfying such objections to be properly executed and deposited into Escrow.

Buyer shall deposit the balance of the Purchase Price into escrow at the "Closing." The Closing shall be January 25, 1988. Provided, however, Buyer may elect to designate February 15, 1988, as the Closing date on the condition that he do each of the following:

(a) Provide written notice of said election to Escrow Agent and Seller; and

(b) Deposit as additional consideration, payable to Seller at the closing, the sum of Five Thousand Four Hundred Dollars (\$5,400.00) per day from January 25, 1988, to the designated closing date. Said sum shall be payable to Seller in addition to the Purchase Price.

In the event the closing is delayed for any reason beyond February 15, 1988, the purchase price shall be increased by Five Thousand Four Hundred Dollars (\$5,400.00) per day from February 15, 1988, to the close of Escrow.

Buyer shall not be required to tender the Purchase Price, or any portion thereof, into Escrow prior to Seller's irrevocable delivery into Escrow of properly executed and acknowledged Documents each of which is in a form acceptable to Buyer and Escrow Agent.

This Agreement shall serve as instructions to the Escrow Agent to close the Escrow in accordance with the terms set forth in this Agreement.

7. Title. Seller shall convey to Buyer at Close of Escrow good and marketable title to the Real Property, free and clear of all liens, encumbrances and other matters affecting title, except: (i) current real and personal property taxes and assessments (including any deferred taxes for agricultural use not otherwise due and payable, which shall be assumed by Buyer at close of Escrow), and (ii) the Permitted Exceptions. Seller shall transfer to Buyer good and marketable title to the Personal Property free and clear of all liens and encumbrances. Seller warrants and represents that Seller will not, prior to close of Escrow, do any act which will adversely affect the title to the Property.

Seller shall provide Buyer at close of Escrow with standard form CLTA owner's policies of title insurance issued by a title insurance company or companies acceptable to Buyer ("the Title Policies"), which policies shall be in the face amount of the Purchase Price, to be allocated between that portion of the Land located in Nevada and that portion of the Land located in California, in such proportions as Buyer and the title insurers agree. The Title Policies shall insure Buyer as the vested owner of the Land, subject only to the exceptions described in this paragraph 7, and shall contain such endorsements which Buyer may reasonably require. No later than five (5) days before close of Escrow, Escrow Agent shall cause the title insurers to furnish Buyer with a "proforma" title policy which the title insurers will commit to issue and will issue.

8. Closing Costs and Prorations. Seller shall pay the title insurance premiums for the CLTA owner's policies of title insurance and the real property transfer tax. Seller and Buyer shall bear equally all other costs incurred in the closing of the purchase and sale transaction set forth in this Agreement, including, but not limited to, the escrow fees and the cost of drawing, filing and recording the Documents. All such closing costs are hereinafter referred to as the "the Closing Costs."

Taxes (excluding deferred taxes for agricultural use), assessments, grazing permit fees, and other items customarily prorated between a buyer and seller of real property shall be prorated as of the earlier of January 25, 1988, and the close

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of Escrow. Escrow Agent shall provide Seller and Buyer with estimated escrow closing statements no later than five (5) days prior to close of escrow.

9. Payment of Real and Personal Property Taxes, Seller's Share of Prorated Items, Seller's Share of Closing Costs, and Broker's Commission. Escrow Agent is hereby authorized and instructed to deduct at close of Escrow from the cash Purchase Price to be deposited into Escrow by Buyer for Seller's account the following:

(a) The amount of real and personal property taxes (excluding deferred taxes for agricultural use) to be paid by Seller pursuant to the terms of this Agreement; and

(b) The amount of any other prorated items to be paid by Seller hereunder; and

(c) Seller's share of the Closing Costs.

Buyer acknowledges that a real estate broker has represented him in this transaction and agrees to indemnify and hold Seller harmless from any claims or liability to said real estate broker in connection with this transaction.

Seller acknowledges that William H. Maddocks has represented him in this transaction and agrees to indemnify and hold Buyer harmless from any claims or liability to said real estate broker in connection with this transaction.

10. Possession. Possession of the Property shall be delivered to Buyer at the close of Escrow. Seller warrants and represents that Seller will maintain the Property in its present condition until possession thereof is delivered to Buyer. In the event of any damage to the Property or portion thereof by fire or other casualty prior to the close of Escrow, Buyer shall have the right, at his option, to terminate this Agreement by written notice to Seller given in the manner provide in paragraph 11 hereof, within twenty (20) days following written notice from Seller of the occurrence of such casualty. Seller hereby agrees to notify Buyer of any such fire or casualty within seventy-two (72) hours after the occurrence of such event. In the event Buyer does not exercise his right to terminate this Agreement, prior to the expiration of such twenty (20) day period, then this Agreement shall remain in full force and effect, without any abatement whatsoever allowed to Buyer with respect to the Purchase Price. If Buyer terminates this Agreement as a result of any of the foregoing events, the Earnest Money Deposit shall immediately be returned to Buyer, and thereupon, this Agreement shall be null and void, and none of the parties shall have any further rights or obligation hereunder.

11. Notices. Unless otherwise specifically provided herein, any notice or request which is appropriate to be given, or required to be given, by either party hereto to the other party shall be deemed to have been properly given if given in writing, and either (i) delivered to the other party personally or delivered to such party's usual place of business and left with a person found therein of suitable age and discretion, or (ii) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to such party at the address specified herein, or to such party at such other address as shall have been specified by written notice to the other party given in the manner specified herein. In the case of personal delivery, or delivery to a person of suitable age and discretion within the usual place of business of the party to be notified, notice shall be deemed to have been given upon such delivery. In the case of mailing, notice shall be deposited in the United States mails in the manner provided herein, whether or not such notice is actually received by the party to be notified. For purposes of this paragraph 11:

The address of Seller is:

CARSON VALLEY LAND COMPANY
P. O. Box 1410
Davis, CA 95617

with a copy to:

CALFEE & YOUNG, P.C.
P. O. Box 2143
Woodland, CA 95695

The address of Buyer is:

ROBERT L. HELMS
c/o Raymond C. Avansino, Jr., Esq.
Avansino & Melarkey
One East First Street, Suite 800
Reno, Nevada 89501

with a copy to:

KAREN D. DENNISON, ESQ.
Hale, Lane, Peek, Dennison and Howard
50 West Liberty Street, Suite 650
P. O. Box 3237
Reno, Nevada 89505

12. Remedies. In the event Seller shall fail to fully and timely perform any of Seller's obligations hereunder or shall fail to consummate the sale of the Property for any reason, except as a result of Buyer's default or Buyer's

termination of this Agreement as provided herein, Buyer may, in addition to all other remedies available to Buyer, at law or in equity:

(a) obtain specific performance of this Agreement; or

(b) demand that the Earnest Money Deposit be forthwith returned to Buyer.

In the event that Buyer should fail to consummate the purchase of the Property under the terms set forth herein, except for Seller's default, Seller shall have the right, provided Seller is not otherwise in breach of this Agreement, as its sole and exclusive remedy, to receive the Earnest Money Deposit as liquidated damages (and not as a penalty) for the breach of this Agreement, and the parties shall have no further liability one to the other, and this Agreement shall be null and void for all purposes. Seller and Buyer acknowledge that the damages which Seller may suffer as a result of Buyer's breach of this Agreement will be difficult or impossible to ascertain, and that the amount of the Earnest Money Deposit is a reasonable estimate of such damages.

13. Miscellaneous.

(a) Assignment. Buyer shall have the unfettered right to assign his right under this Agreement to one or more nominees, which nominees may, but are not required to, include Buyer, without first obtaining any approval or consent of Seller. Seller agrees to cooperate with Buyer in accomplishing an exchange of property in connection with Buyer's acquisition of the Property and in vesting the other party to the exchange with an interest in the Property as a nominee for purposes of the exchange. Seller shall incur no cost or liability in connection with such exchange.

(b) Successors and Assigns. This Agreement shall be binding upon the respective heirs, successors, and assigns of Seller and Buyer. As used herein, the term "Seller" shall mean the entities named herein as Seller or their respective legal successors-in-interest. As used herein, the term "Buyer" shall mean SIERRA INVESTMENTS, INC., or its nominees.

(c) Time. Time is of the essence of this Agreement.

(d) Entire Agreement. This Agreement, together with the exhibits hereto, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior memoranda or agreements, whether written or oral, are replaced in total by this Agreement and the exhibits hereto.

(e) Attorney's Fees. In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

(f) No Merger. The representations and warranties herein contained shall not merge with, but shall survive, the transfer of title.

(g) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Nevada, and federal law where applicable.

(h) Invalidity. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be deemed to be valid and enforceable to the fullest extent possible by law.

(i) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and agreement.

(j) Method of Acceptance; Revocation. This Agreement when signed by the Buyer shall constitute an offer to purchase the Property upon the terms and conditions set forth herein. Seller shall accept such offer in the following manner, and no other: (i) by the execution of this Agreement by authorized representatives of the entities which are the Seller, and (ii) by delivering the originally executed agreement to the law offices of: Avansino & Melarkey, One East First Street, Suite 800, Reno, Nevada 89501, Attn: Raymond C. Avansino, Jr., Esq.

Acceptance shall be effective only upon actual receipt of such originally executed Agreement by RAYMOND C. AVANSINO, JR., ESQ. This offer may be revoked at any time prior to its acceptance by Buyer's written notice of revocation to Seller which shall be given in the manner provided in paragraph 11 hereof and which notice shall be deemed to have been given as set forth in such paragraph 11.

(k) This Agreement is conditioned upon Seller obtaining a postponement of the pending trustee's sale scheduled for December 28, 1987, by Nevada National Bank with respect to a portion of the Real Property for a period sufficient to permit closing escrow hereunder. In the event Seller files any bankruptcy proceeding prior to the close of escrow, the closing shall be conditioned upon entry in said proceeding of an order satisfactory to Buyer's counsel

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confirming this transaction. This Agreement is also conditioned upon Buyer obtaining an acceptable financing commitment within ten (10) working days of the Effective Date. Upon the failure of any condition set forth in this Agreement and absent a default by Buyer, the earnest money deposit shall be returned to Buyer.

DATED: This 27 day of December, 1987.

CARSON VALLEY LAND COMPANY,
a Nevada corporation

SIERRA INVESTMENT, INC.
an Oregon corporation

By: [Signature]
Its: President

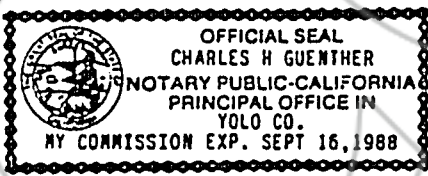
By: [Signature]
ROBERT L. HELMS
"Buyer"

JJ RESOURCES, A California
General Partnership

By: [Signature]
Its: General Partner
"Seller"

STATE OF CALIF)
COUNTY OF YOLO) ss.

On DECEMBER 27, 1987, before me, a notary public, personally appeared JOHN B. ANDERSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as PRESIDENT, on behalf of CARSON VALLEY LAND COMPANY, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

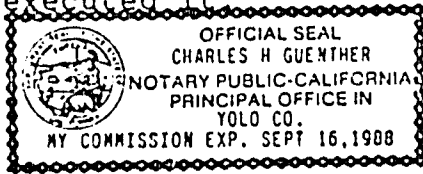


[Signature]
NOTARY PUBLIC

STATE OF CALIF)
COUNTY OF YOLO) ss.

On DECEMBER 27, 1987, before me, a notary public, personally appeared JOHN B. ANDERSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument

as ^{PRESIDENT OF A}
~~CO-OWNERS~~ ^{GENERAL} partner, on behalf of JJ RESOURCES, the partnership therein named and acknowledged to me that the partnership executed it.



Charles H. Guenther
Notary Public

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

On _____, 1987, before me, a notary public, personally appeared ROBERT L. HELMS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the _____ within instrument as _____, on behalf of SIERRA INVESTMENTS, INC., the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

NOTARY PUBLIC

CONSENT OF SPOUSE

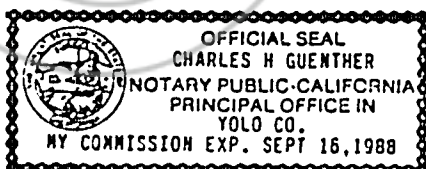
EDITH ANDERSON, spouse of JOHN B. ANDERSON, hereby consents to, and approves of, the terms and provisions of the foregoing Agreement.

DATED: this 27th day of DECEMBER, 1987.

Edith Anderson
EDITH ANDERSON

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this 27th day of DECEMBER, 1987, before me, a notary public, personally appeared EDITH ANDERSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.



Charles H. Guenther
NOTARY PUBLIC

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furnishing to Buyer, upon request, copies of all records, maps, agreements, and other information regarding the Property. Within five (5) working days after the Effective Date, Seller shall furnish to Buyer the following:

(i) the partnership agreement of JJ Resources or other evidence, satisfactory to Buyer, of the name of the partners and their authority to bind the partnership; and

(ii) a current list of officers and directors of CVLC; and

(iii) a complete inventory of the Personal Property; and

(iv) a complete list of the Grazing Permits; and

(v) a complete description of the Water Rights And Easements.

Buyer shall approve or reject the personal property inventory within five (5) days of its receipt. ~~or~~ Timely rejection of said inventory shall be deemed a notice of termination under Paragraph 5(d) hereof. *RJA*

(c) Buyer's Right to Demand that Seller Cure Defect.

If, during the course of Buyer's investigation, Buyer discovers any title matter which, in Buyer's reasonable opinion, adversely affects the Property, or discovers that this Agreement has not been signed by all persons on behalf of Seller which Buyer reasonably believes are necessary to bind the Seller, then Buyer shall have the right, but not obligation, to make written demand on the Seller, at any time and from time to time, in the manner provided in paragraph 11 below, to cure or eliminate such matter or condition, or to take whatever actions are necessary to bind the Seller before the expiration of the Investigation Period. Seller agrees to use reasonable effort and diligence to comply with all demand of Buyer prior to the end of the Investigation Period.

(d) Termination or Expiration of Investigation Period; Buyer's Right to Terminate Agreement. Seller and Buyer acknowledge that the provisions of this paragraph 5 are made solely for the benefit of Buyer to confirm matters described in this Paragraph 5.

Buyer shall have the right, solely upon the basis of a failure, defect, or condition of the title to the Property including those items described in this Paragraph 5 to terminate this Agreement at any time prior to the expiration of the Investigation Period by notifying Seller in the manner provided in paragraph 11 below of Buyer's election to terminate this Agreement. In the event Buyer exercises his right to

COPY

EXHIBITS "A" AND "B" TO BE SUPPLIED

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ESCROW INSTRUCTIONS

Post Office Box 385
Highway 395
Minden, Nevada 89423
(702) 782-9771

Escrow No. 40279 MJC

Date: June 2, 1987

To: **LAWYERS TITLE OF NORTHERN NEVADA, INC.**

Buyers agree to pay a total consideration equal to \$5,000.00 per acre (rounded to the nearest 1/100th acre) less \$5,000.00, boundary adjustments, mentioned herein, and existing agricultural taxes as mentioned in item #4 below. Said amount shall be payable in all cash prior to close.

and buyer will deposit any additional funds and instruments required to enable you to comply with these instructions, which you are to use on or before 19 ; provided you can procure a Lawyers Title Insurance Corporation standard owners policy of title insurance in the amount of the total consideration on real property in the County of Douglas, State of Nevada, viz:

See Exhibits "B" and "C" as attached hereto and incorporated herein by reference for legal description showing title vested in **BENTLEY NEVADA CORPORATION**, a Nevada corporation

FREE OF ENCUMBRANCES EXCEPT:

1. Current general and special taxes for the fiscal year ending next June 30, and subsequent years, including any special levies, payments for which are included therein and collected therewith, special assessments and bonds which are not delinquent.
2. Supplemental taxes, if any, pursuant to NRS 361.260.
3. All covenants, conditions, restrictions, rights of way, easements, building set back lines, oil, gas, water, mineral and other reservations disclosed by the public records.
4. Any deferred tax and/or penalties which may become due if said property does not continue to qualify under NRS 361A as is evidenced by an Application of Agricultural Use Assessment of record and various recorded Statements of Lien on Agricultural or Open-space Real Property.

ADDITIONAL INSTRUCTIONS:

See Exhibit "A" attached hereto and incorporated herein by reference

ESCROW SUMMARY

Cash through escrow	\$
Paid outside escrow	\$
Deposit with Broker	\$
New loan	\$
Seller carry-back loan	\$
<hr/>	
Total Consideration	\$ see below

EXHIBIT - C

EXHIBIT "A"

A. Sellers hereby agree to deed to Buyers all that certain property as set forth in Exhibit "B" and all that certain property as set forth in Exhibit "C", as a boundary line adjustment.

Buyers hereby agree to deed to Sellers all that certain property as set forth in Exhibit "D", as a boundary line line adjustment.

- B. This escrow is contingent upon the approval of the Bankruptcy Court by their appropriate order.
- C. Buyer and Seller agree to split all surveying costs 50/50.
- D. Buyer and Seller agree to split all title and escrow fees 50/50.
- E. Sellers are aware that the property that Buyers are deeding to Sellers, as Exhibit "D" is being handled WITHOUT the benefit of title examination and/or the issuance of title insurance. Sellers hereby agree to hold Lawyers Title of Northern Nevada, Inc., harmless and without liability in connection with same.
- F. Prior to the close of escrow an exact sales price will be furnished to Escrow Company, after the receipt of agricultural taxes from County Assessor's office, by Additional instructions.
- G. Buyer and Seller acknowledge that the water rights, mentioned herein, shall be contained in the Deeds for reference purposes only and NO insurance shall be given on said water rights.

THE FOLLOWING IS AGREED TO BETWEEN BUYERS AND SELLERS AND ESCROW COMPANY IS NOT TO BE CONCERNED WITH SAME:

- 1) Buyers agree to complete, execute and file the necessary application for Agricultural Use Assessment for the purpose of continuing a green-belt property assessment.

EXHIBIT "B"

A parcel of land located within a portion of the East one-half of the East one-half of Section 28, Township 13 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of this parcel, said point also being on the Northerly right-of-way line of Buckeye Road and also the East line of said Section 28 which bears S. $00^{\circ}45'15''$ W., 26.22.24 feet from the Northeast section corner of said Section 28; thence S. $00^{\circ}45'15''$ W., along the East line of said Section 28, 1268.88 feet to a point on the centerline of the Old Virginia Ditch; thence N. $86^{\circ}35'25''$ W. / along with centerline of the Old Virginia Ditch, 72.37 feet; thence N. $43^{\circ}15'42''$ W., along the centerline of the Old Virginia Ditch; 1751.95 feet to a point on the Northerly right-of-way line of Buckeye Road; thence S. $89^{\circ}29'43''$ E., along said Northerly right-of-way line, 1289.65 feet to the POINT OF BEGINNING.

Containing 19.782 acres more or less.

TOGETHER WITH any and all water rights appurtenant, permitted, or adjudicated to the property, including and subject to easements and burdens of record, but not including any claimed water under the "1/3-2/3 agreement".

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PARCEL 1:

A parcel of land located within a portion of the Northwest one-quarter and the Northeast one-quarter of Section 27, Township 13 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Westerly corner of this parcel, said point also being on an existing fence line which bears S. 58°28'04" E., 1934.80 feet from the Northwest section corner of said Section 27; thence S. 89°51'40" E., along said fence line, 1736.51 feet; thence S. 04°19'56" E., 15.31 feet; thence N. 89°21'29" W., 1737.77 feet to the POINT OF BEGINNING.

Containing 0.304 acres more or less.

TOGETHER WITH any and all water rights appurtenant, permitted, or adjudicated to the property, including and subject to easements and burdens of record, but not including any claimed water under the "1/3-2/3 agreement".

PARCEL 2:

A parcel of land located within a portion of the Northeast one-quarter of Section 28, Township 13 North, Range 20 East, M.D.B.&M. in Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of this parcel, said point also being on an existing fence line and the East line of said Section 28 which bears S. 00°45'15" W., 1007.91 feet from the Northeast section corner of said Section 28; thence S. 00°45'15" W., along the East line of said Section 28, 1614.33 feet to a point on the Northerly right-of-way line of Buckeye Road; thence N. 89°29'43" W. along said right-of-way line, 51.48 feet; thence N. 00°22'39" E., along an existing fence line, 1613.92 feet to an existing fence corner; thence S. 89°51'40" E., along an existing fence line, 62.09 feet to the POINT OF BEGINNING.

Containing 2.104 acres more or less.

TOGETHER WITH any and all water rights appurtenant, permitted, or adjudicated to the property, including and subject to easements and burdens of record, but not including any claimed water under the "1/3-2/3 agreement".

PARCEL 3:

A parcel of land located within the Southwest one-quarter of the Southwest one-quarter of Section 27, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of this parcel, said point also being the Southwest one-sixteenth corner of said Section 27, being a 5/8/Inch rebar with CAP RLS 3579, as shown on the Bently Nevada Corporation Record of Survey map as described in Book 184, page 4529, document No. 95046 of the Douglas County Recorder's Office; thence S. 00°44'48" W., along the East line of the Southwest one-quarter of the Southwest one-quarter of said Section 27, 223.49 feet to a point on the centerline of the Old Virginia Ditch; thence N. 10°09'15" W., along said centerline, 71.54 feet; thence N. 34°44'30" W., along said centerline, 187.94 feet to a point on the North line of the Southwest one-quarter of the Southwest one-quarter of section Section 27; thence S. 89°21'10" E., along said North line, 122.64 feet to the POINT OF BEGINNING.

(continued)

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Containing 0.250 acres more or less.

TOGETHER WITH any and all water rights appurtenant, permitted, or adjudicated to the property, including and subject to easements and burdens of record, but not including any claimed water under the "1/3-2/3 agreement".

COPY

EXHIBIT "D"

PARCEL 1:

A parcel of land located within a portion of the Northwest one-quarter of Section 27, Township 13 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northwest corner of this parcel, said point also being on the West line of the Northwest one-quarter of said Section 27, which bears S. 00°45'15" W., 993.32 feet from the Northwest section corner of said Section 27; thence S. 89°21'29" E., 1662.30 feet to a point on an existing fence line; thence N. 89°51'40" W., along said fence line, 1662.39 feet to a point on the West line of the Northwest one-quarter line of said Section 27; thence N. 00°45'15" E., along said Northwest one-quarter line, 14.60 feet to the POINT OF BEGINNING.

Containing 0.279 acres more or less.

PARCEL 2:

A parcel of land located within a portion of the Northwest one-quarter of the Southwest one-quarter of Section 27, Township 13 North, Range 20 East, M.D.B.&M., in Douglas County, being more particularly described as follows:

BEGINNING at the Northwest corner of this parcel, said point also being on the centerline of the old Virginia Ditch and also the West line of said Section 27 which bears S. 00°45'15" W., 3891.12 feet from the Northwest section corner of said Section 27; thence S. 86°35'25" E., along the centerline of the old Virginia Ditch, 131.72 feet; thence N. 84°56'49" E., along said centerline, 383.69 feet; thence N. 74°43'01" E., along said centerline, 419.19 feet; thence S. 68°14'17" E., along said centerline, 177.71 feet; thence S. 34°44'30" E., along said centerline, 202.32 feet to a point on the South line of the Northwest one-quarter of the Southwest one-quarter of said Section 27; thence N. 89°21'10" W., leaving said centerline of the Old Virginia Ditch and running along said South line, 1199.55 feet to a point on the West line of said Section 27; thence N. 00°45'15" E., along said West line, 82.14 feet to the POINT OF BEGINNING.

Containing 3.628 acres more or less.

REQUESTED BY
FIRST NEVADA TITLE COMPANY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'88 FEB 16 P3:55

SUZANNE BEAUDREAU
RECORDER

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3400 PAID *JK* DEPUTY

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