

RECORDED AT THE REQUEST OF:
Douglas County, Nevada
Department of Public Works
P.O. Box 218
Minden, Nevada 89423

GRANT DEED

THIS INDENTURE IS MADE THIS 14th day of July,
1988, between W. A. & C. Ranch, A Nevada general
partnership, GRANTOR, and the County of Douglas, a political
subdivision of the State of Nevada, GRANTEE.

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE
DOLLAR (\$ 1.00), lawful money of the United States of America,
and other good and valuable considerations, the receipt whereof
is hereby acknowledged, does by these presents, grant, bargain,
and sell (excluding any and all water and mineral rights) unto
the GRANTEE and to its assigns forever, a perpetual right-of-way
for the location, construction, and maintenance of a public road
through all that certain tract, piece or parcel of land situate
in the Northeast 1/4 of the Southeast 1/4 of Section 10, and in
the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 12
North, Range 20 East, M.D.B.&M., County of Douglas, State of
Nevada, more particularly described on Exhibit "A" attached
hereto and, by reference, made a part hereof.

RESERVING unto Grantor all water, water rights, ditch and
ditch rights in anywise appurtenant or appertaining to the real
property herein described.

TOGETHER with all and singular the tenements, hereditaments
and appurtenances thereunto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and
remainders, rents, issues, and profits thereof, save and except
the water, water rights, ditch and ditch rights reserved unto
Grantor.

Grantor acknowledges that this conveyance is given for
construction of a public road and the consideration received
represents compensation for the real property taken and severance
damages to the adjoining property described as the .56 Acre
Remainder, more particularly described on Exhibit "A" attached
hereto and, by reference made a part thereof.

TO HAVE AND TO HOLD all and singular the said real property,
together with the appurtenances, unto the said Grantee and to its
assigns forever.

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The parties further agree, as part of the consideration of this conveyance, that the Grantee agrees to:

1. Construct new fences along the new right-of-way line to the following standards:
 - A. Fence posts shall be 6" x 6" x 8' rough cut, treated or redwood posts, placed on 8' centers.
 - B. Rails shall be rough cut, treated or redwood timber, Two (2) per section.
 - C. Fence shall be constructed with 5'- 2" x 4". 12 Gauge galvanized non-climb wire.
 - D. All fences shall be painted with an exterior, oil based, white paint.
 - E. All gates shall be fourteen (14) foot Powder River brand or equal.
2. Construct new irrigation ditches, culverts, and irrigation boxes as necessary. All designs are to be approved by the Soil Conservation Service and designed to their standards.
3. Construct physical access to all remaining parcels of land either from U.S. 395 or the public roadway to be constructed on the real property herein taken and to guarantee said access for future development.
4. Give Grantor first right of refusal at no cost for any surplus excavated material removed from aforesaid property.
5. All engineering, surveys, maps, deeds, and legal documents associated with the construction shall be completed at the Grantee's expense.

The parties further agree, as part of the consideration of this conveyance, that the Grantor hereby authorizes the Grantee and agents of the Grantee the Right-of-Entry for the purpose of staking and constructing the aforementioned physical improvements as part of the Riverview Drive-Pinenut Road Improvement Project.

The parties further agree, as part of the consideration of this conveyance, that the Grantee shall assume full responsibility for the care and preservation of features within the intent of this indenture including the removal of all stakes upon the completion of the project; and furthermore Grantee shall hold Grantor harmless from any and all litigation stemming from any injury arising from, or violation of this agreement.

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Exhibit "A", Page 1 of 2

Legal Description

All that portion of Parcel "B" of that certain Land Division Map recorded November 9, 1983, as Document No. 90727 of the Official Records of Douglas County, and being in the Northeast 1/4 of the Southeast 1/4 of Section 10, and in the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 12 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Commencing at the Southwest corner of said Parcel "B", said corner being the TRUE POINT OF BEGINNING; thence along the Easterly right-of-way line of U.S. Highway 395 North 45-32-00 West, 179.91 feet; thence along a curve concave to the North with a radius of 35.00 feet, a central angle of 90-00-00, and an arc length of 54.98 feet, the chord of said curve bears North 89-28-00 East, 49.50 feet; thence North 44-28-00 East, 218.25 feet; thence South 45-32-00 East, 379.93 feet to a point on the South line of said Parcel "B"; thence along said South line South 87-19-44, West 345.50 feet to the TRUE POINT OF BEGINNING, being 1.53 acres, more or less.

Excepting therefrom that portion which is shown as the "Remainder" on the attached Exhibit "A", and is more particularly described as follows:

Commencing at the Southwest corner of said Parcel "B", said corner being the TRUE POINT OF BEGINNING; thence along the Easterly Right-Of-Way Line of U.S. Highway 395, North 45-32-00 West, 39.91 feet; thence along a curve concave to the East with a radius of 35.00 feet, a central angle of 90-00-00, and an arc length of 54.98 feet; thence South 45-32-00 East, 96.72 feet to a point on the South Line of said Parcel "B"; thence along the South Line of said parcel South 87-19-44 West, 250.00 feet to the TRUE POINT OF BEGINNING, being 0.56 Acres, more or less.

Therefore, the portion of said Parcel "B" which is granted for right-of-way has a total acreage of 0.97 Acres, more or less.

The basis of bearing for this description is the center line of U.S. Highway 395, "North 45-32-00 West", per Document No. 133215, Book 486, Page 899 at the Official Records of Douglas County.

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IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

W. A. & C. Ranch, a Nevada general partnership

By Bruce A. Matley
Bruce A. Matley, General Partner

STATE OF WA)
) ss.
COUNTY OF King)

On this 11 day of July, 19 88, personally appeared before me, a Notary Public, Bruce A. Matley, known to me to be a General Partnership of W. A. & C. Ranch, a Nevada general partnership, who acknowledged to me that he executed the foregoing document on behalf of said Partnership.

D Baird
Notary Public

SEAL

By Kenneth W. Matley
Kenneth W. Matley, General Partner

STATE OF California)
) ss.
COUNTY OF Sacramento)

On this 9 day of July, 19 88, personally appeared before me, a Notary Public ***Kenneth W. Matley***, known to me to be a General Partnership of W. A. & C. Ranch, a Nevada general partnership, who acknowledged to me that he executed the foregoing document on behalf of said Partnership.

Sandra Tevis
Notary Public



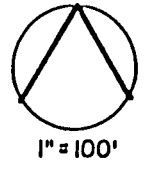
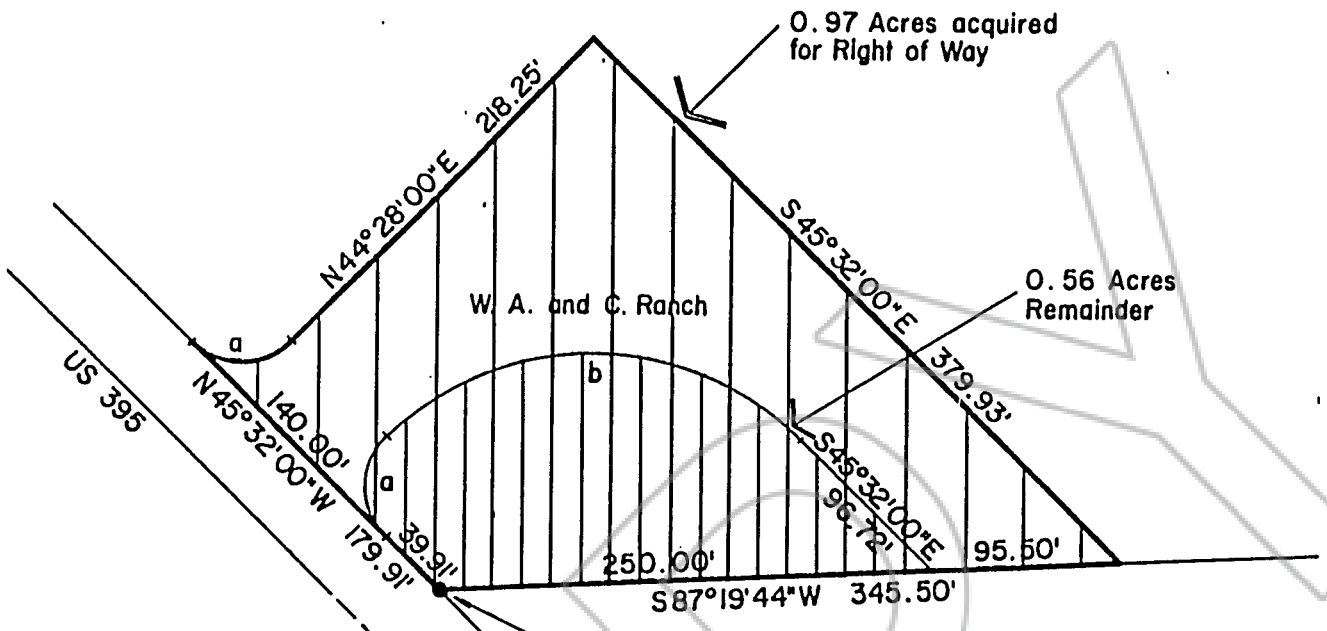
Accepted on behalf of Douglas County this 14 day of July 1988.

Michael E. Fiscner
Michael E. Fiscner, Chairman
Douglas County Board of Commissioners

SEAL

Attest: Barbara J. Reep
Barbara J. Reep
Douglas County Clerk

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$a \Delta = 90^\circ 00' 00''$
 $R = 35.00'$
 $L = 54.98'$

$b \Delta = 90^\circ 00' 00''$
 $R = 148.25'$
 $L = 232.87'$

REQUESTED BY
Douglas County
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

'88 JUL 14 P2:56

SUZANNE BEAUDREAU
 RECORDER

PAID *Bh* DEPUTY douglas county public works

EXHIBIT "A"

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