

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN AND MAIL  
TAX STATEMENTS TO:

Minden-Gardnerville Sanitation  
P.O. Box 568  
Minden, NV 89423

APN # 17-190-34

20026559

The undersigned grantor(s) declare(s):

County Transfer Tax is \$ ~~409.50~~ EXEMPT #2

computed on full property conveyed, or

computed on full value less value on liens and encumbrances remaining at time of sale.

Unincorporated area:  City of \_\_\_\_\_

**GRANT DEED SUBJECT TO RIGHT OF FIRST REFUSAL**

THIS INDENTURE, made this 2 day of October, A.D., 1996,

between DANGBERG HOLDINGS NEVADA, LLC, a Nevada Limited Liability Company

(herein Grantor) and the MINDEN GARDNERVILLE SANITATION DISTRICT, a general

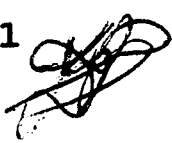
improvement district established pursuant to the provisions of Nevada Revised Statutes,

Chapter 318 (herein Grantee).

**RECITALS**

A. Grantor is the owner of certain Real Property which is situated in the County of Douglas, State of Nevada, more particularly bounded and described on Exhibit A attached hereto and by this reference incorporated herein. Said real property consists of approximately 56.924 ± acres and constitutes a portion of Douglas County Assessor's Parcel No. 17-190-34, herein referred to as the "Real Property." Said real property is also sometimes referred to herein as the "Servient Tenement."

B. Grantor is also the owner of real property west of and contiguous to the Real

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Property, north of and separated by Mueller Lane from the Real Property and east of and separated by U.S. Highway 395 from the Real Property all of which is more particularly described on Exhibit B attached hereto and by this referenced incorporated herein. Said real property is referred to herein as "Grantor's Remaining Property."

C. Grantee has commenced an action against Grantor entitled "Minden-Gardnerville Sanitation District, a general improvement district, Plaintiff vs. Dangberg Holdings Nevada, L.L.C., a Nevada limited liability company, et al., Defendants" in the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas, Case No. 95-CV-0156, Department No. 1, to condemn the Real Property (the "Eminent Domain Action").

D. On July 24, 1996, Grantor and Grantee entered into an Agreement For Purchase And Sale Of Real Property which fully and completely resolves the Eminent Domain Action.

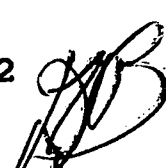

**WITNESSETH**

**GRANT**

Subject to the reserved easements and right of first refusal set forth below, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, and for other valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto Grantee, and to its successors and assigns forever, all those certain lots, pieces or parcels of land situate in the County of Douglas, State of Nevada, more particularly bounded and described on Exhibit "A" attached hereto and by this reference incorporated herein. Said real property consists of approximate 56.924 ± acres and constitutes a portion of Douglas

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**RESERVATIONS**

There is reserved to Grantor and its successors and assigns all water rights applied for, adjudicated, appropriated, decreed, vested or appurtenant to the Real Property including all permits, applications, proofs, certificates and maps therefor.

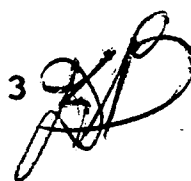
There is further reserved to Grantor and its successors and assigns a perpetual non-exclusive easement for the conveyance and distribution of water to Grantor's Remaining Property, including without limitation, for ditches, diversion structures, measuring devices, headgates, culverts, and pipelines, and for the purpose of inspecting, cleaning, maintaining, operating, repairing and reconstructing all such conveyance and distribution facilities.

There is further reserved to Grantor and its successors and assigns a perpetual non-exclusive easement for existing drainage channels and floodways to convey water from Grantor's Remaining Property.

Grantor and its successors and assigns shall have the right of ingress and egress to and from the Servient Tenement for any and all purposes reasonably necessary to the exercise by Grantor of the rights reserved herein, including, without limitation, to inspect, clean, maintain, repair, reconstruct as necessary and operate all such conveyance and distribution facilities and drainage channels and floodways. Grantor shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, willows, other vegetation, debris or any other obstruction to all such conveyance and distribution facilities and drainage channels and floodways. Grantor may accomplish its inspection, cleaning, maintenance, repair and

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reconstruction of all such conveyance and distribution facilities and drainage channels and floodways pursuant to methods which are consistent with good ranching practices, including, without limitation, by the use of hand tools, trucks and heavy equipment (including both rubber-tired and track-laying vehicles). Grantor shall also have the right to chop or cut down willows, trees and other plants growing on or within the conveyance and distribution facilities and drainage channels and floodways which in Grantor's reasonable judgment, impede or interfere with Grantor's access to, and/or the flow of water within any of them or with Grantor's ability to exercise its rights to inspect, clean, maintain, repair or reconstruct as necessary all such facilities. Grantor shall not be obligated to remove or relocate any of the silt, dirt, rocks and debris removed from any such facilities.

### **APPURTENANCES**

Subject to the foregoing reservations, this conveyance includes the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including, without limitation, any and all improvements or fixtures attached to the Real Property as of the date of closing; and all oil, gas, mineral, sand, gravel and geothermal rights, if any, owned by Grantor with respect to the Real Property.

To have and to hold the said premises, together with the appurtenances, unto Grantee, and to its successors and assigns forever.


### **RIGHT OF FIRST REFUSAL**

This conveyance is subject to and there is hereby reserved for the benefit of the Park Cattle Co. and Donald Bently and their successors and assigns (the "Members"), the following

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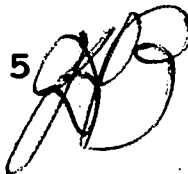

  
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**Right of First Refusal:**

The owner of the Real Property (the Selling Owner) shall not directly or indirectly, sell, assign or otherwise transfer all or any portion of its interest in or to said parcel to any party, whether such is initiated by the desire of said owner to transfer the Real Property or in response to any offer received from any party, without first offering the same to the Members (the "Buying Owner") upon the terms, covenants and conditions described herein. For purposes hereof, the Selling Owner's interest in its property to be so conveyed shall be referred to herein as the "Offered Interest" and the terms, covenants and conditions upon which the Selling Owner is willing to sell, transfer or convey the Offered Interest are referred to herein as the "Acceptable Terms." The Buying Owner's right of first refusal with respect to an Offered Interest shall be exercisable in accordance with and controlled by the following procedures:

(A) Whenever the Selling Owner desires to sell, offer or convey an Offered Interest, the Selling Owner shall give written notice (the "Notice") to the Buying Owner specifying all of the Acceptable Terms and identifying the Offered Interest. The Notice shall constitute an irrevocable offer on the part of the Selling Owner to sell and/or convey the Offered Interest to the Buying Owner upon the Acceptable Terms.

(B) The Buying Owner shall have a forty-five (45) day period after receipt of the Notice within which to accept or reject the offer contained therein. Acceptance by the Buying Owner shall constitute the Buying Owner's agreement to a binding contract to acquire the Offered Interest on the Acceptable Terms. Until acceptance, rejection, waiver of the right of first refusal or expiration of the period of time for acceptance without acceptance thereof,

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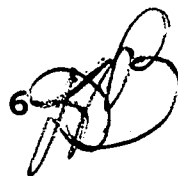
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no sale or transfer proposed by the Selling Owner to any third party shall be contracted for or concluded except in a manner subject to the Buying Owner's preemptive rights hereunder. Failure on the part of the Buying Owner to accept the Selling Owner's offer within said forty-five (45) day period shall constitute a rejection thereof.

(C) If the Buying Owner does not accept the Selling Owner's offer, then within a period not to exceed forty-five (45) days after expiration of the forty-five (45) day period for exercise by the Buying Owner of its right of acceptance hereunder, the Selling Owner shall be free to enter into a binding contract with a third party or parties to transfer the Offered Interest upon terms no less favorable than the Acceptable Terms. If the Selling Owner does not execute a binding contract to transfer the Offered Interest to any third party or parties on terms no less favorable to it than the Acceptable Terms within the second forty-five (45) day period and then conclude a transfer of the Offered Interest pursuant to the binding contract, then the Selling Owner shall again be obligated to first offer any Offered Interest to the Buying Owner in accordance with the provisions hereof as to all subsequent transactions.

(D) If the Buying Owner fails to accept the Selling Owner's offer contained in a Notice given pursuant to (B) above, and the Selling Owner receives an offer at any time with respect to such Offered Interest on terms it is willing to accept which are less favorable to the Selling Owner than the Acceptable Terms, the Selling Owner shall give notice thereof to the Buying Owner specifying the terms of the proposed transaction. The notice shall constitute an irrevocable offer on the part of the Selling Owner to sell and/or convey the Offered Interest to the Buying Owner upon the terms specified in the Selling Owner's notice.



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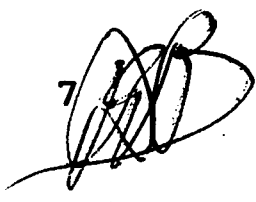
The Buying Owner shall have forty-five (45) days after receipt of the notice within which to accept or reject the offer contained therein. Acceptance by the Buying Owner shall constitute the Buying Owner's agreement to a binding contract to acquire the Offered Interest on the terms specified in the notice. Failure on the part of the Buying Owner to accept the Selling Owner's offer within said forty-five (45) day period shall constitute a rejection thereof and the other provisions hereof shall be applicable thereto.

(E) To the extent that the Acceptable Terms include consideration other than cash, the Buying Owner may pay the Selling Owner in cash in an amount equal to the value of the non-cash consideration specified in the Acceptable Terms.

(F) The transfer of the Offered Interest to any party following the required offer of the Offered Interest to the Buying Owner pursuant to this right of first refusal and the rejection thereof shall terminate the right of first refusal of the Owner of the Members hereunder with respect to the Real Property; provided, however, that such transfer was made within 45 days of the rejection and was upon the same terms and conditions as offered to the Members. Otherwise such transfer shall be void and of no effect.

(G) Nothing herein shall be construed to prohibit the Selling Owner from entering into a binding contract to transfer the Offered Interest; provided, only that such contract shall be specifically subject to the right of first refusal hereby reserved, and provided further, that in no event shall the Buying Owner be required to close a sale for the Offered Interest sooner than 45 days after exercise of the right of first refusal hereby reserved.

(H) All notices required or permitted to be given by the terms of this Right of First Refusal shall in writing and shall be considered given (1) upon personal service of a

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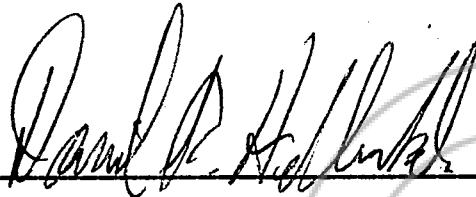
copy to the party to be served, or (2) forty-eight (48) hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail. Notice shall be given to the parties at the address shown in the records of the Douglas County Assessor as the mailing address of the Owner of the Real Property or the Members as the case may be.

Grantee joins in this conveyance for the purpose of acknowledging its acceptance of the reservations and right of first refusal contained herein.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

GRANTEE:

MINDEN GARDNERVILLE  
SANITATION DISTRICT


By 

Daniel P. Hellwinkel  
Its Chairman Of The Board Of Trustees  
Post Office Box 568  
Minden, Nevada 89423

GRANTOR:

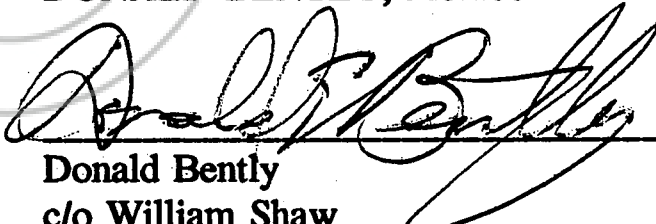
DANGBERG HOLDINGS NEVADA, LLC,  
a Nevada Limited Liability Company

PARK CATTLE CO., Member

By 

Bruce Park  
Its President  
Post Office Box 2249  
Stateline, Nevada 89449

DONALD BENTLY, Member

  
Donald Bently  
c/o William Shaw  
Post Office Box 2860  
Minden, Nevada 89423



**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF NEVADA )  
 ) ss.  
COUNTY OF Douglas )

This instrument was acknowledged before me, a Notary Public on the 2 day of Oct, 1996, by Daniel R. DeWinkle, as Chairman of the Board of the Minden Gardnerville Sanitation District.

[Signature]  
Notary Public



STATE OF NEVADA )  
 ) ss.  
COUNTY OF Douglas )

This instrument was acknowledged before me, a Notary Public on the 2 day of October, 1996, by Bruce Park, as President of Park Cattle Co.

[Signature]  
Notary Public



STATE OF NEVADA )  
 ) ss.  
COUNTY OF Douglas )

This instrument was acknowledged before me, a Notary Public on the 2 day of October, 1996, by Donald Bently.

[Signature]  
Notary Public



EXHIBIT "A"

A parcel of land located within a portion of Sections 19 and 30, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northwest corner of Westwood Park Unit No. IV Phase B, Final Map Document No. 338620 of the Douglas County Recorder's Office, said Northwest corner bears N. 00°51'45" E., 10084.17 feet from the Southeast corner of Section 31, Township 13 North, Range 20 East, MDB&M, being a G.L.O. Brass Cap;  
thence S. 00°58'56" W., along the West line of said Westwood Park Unit No. IV, 48.12 feet;

thence N. 88°40'01" W., 19.13 feet to a point on the West line of said Section 30, as shown on the Bureau of Land Management Dependent Resurvey Plat of Township 13 North, Range 19 East, MDB&M, dated March 16, 1987;

thence N. 00°45'10" E., along said West line, 541.98 feet to the Northwest corner of said Section 30;

thence N. 00°47'22" E., along the West line of said Section 19 as shown on the above mentioned Dependent Resurvey plat, 703.02 feet to a point on the Southerly right-of-way line of Muller Lane as shown on the State of Nevada Department of Highways right-of-way map dated May, 1946;

thence S. 88°38'41" E., along said Southerly right-of-way line, 2548.42 feet to a point on the Westerly right-of-way line of U.S. Highway 395 as shown on the Nevada Department of Transportation right-of-way plans dated August 19, 1985;

thence S. 00°59'27" W., along said Westerly right-of-way line, 782.20 feet to a point on the Northerly line of the Minden-Gardnerville Sanitation District parcel as shown on the Record of Survey Map for M.G.S.D., Document No. 28892 of the Douglas County Recorder's Office;

thence N. 88°58'39" W., along said Northerly line, 1416.10 feet;

thence S. 08°21'49" E., along the Westerly line of said M.G.S.D. parcel, 410.61 feet to the Northeast corner of Westwood Park Unit No. II Final Map, Document No. 167352 of the Douglas County Recorder's Office;

thence N. 88°43'39" W., along the Northerly lines of said Westwood Park Unit No. II, Westwood Park Unit No. III Final Map, Document No. 215633 and said Westwood Park Unit No. IV Phase B, 1175.18 feet to the POINT OF BEGINNING.

Containing 56.924 acres more or less.

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DESCRIPTION

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 Southwest 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. HERBIG 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, 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, 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, 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, Page 2184, as Document No. 120662, Douglas County, Nevada Records. Excepting therefrom any portion lying within the high water mark of the Carson River.

Section 25: ALL

Excepting that portion conveyed to HICKEY BROS., INC., by Deed Recorded April 21, 1978, in Book 478, 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  
(Continued)

EXHIBIT "B"

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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, Page 448, Douglas County, Nevada Records.

Further excepting that portion conveyed to MILTON EDWARD BACON, Recorded March 27, 1951, in Book Z of Deeds, 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 Lands Division Map for H.F. DANGBERG LAND AND LIVESTOCK CO., Recorded March 30, 1978, in Book 378, Page 1914, as Document No. 19043, Douglas County, Nevada Records.

Also excepting from Section 36; Parcels G-2, and G-1, as shown on the Parcel Map for H.F. DANGBERG FARMS, Recorded March 24, 1982, in Book 382, Page 1697, as Document No. 66200 of Official Records.

Further excepting therefrom Parcel D as set forth on Land Division Map for Nevis Industries, Inc., recorded January 23, 1979, in Book 179, Page 1266, Document No. 29278, and more correctly described on Record of Survey recorded March 8, 1995, in Book 395, Page 927, Document No. 357502.

A.P.N. 17-190-33  
17-190-15

A Portion of A.P.N. 17-190-21

**PARCEL 2:**

Parcel G-2, H-2 and Gi-1, as shown on the Parcel Map for H.F. DANGBERG FARMS, Recorded March 24, 1982, in Book 382, Page 1697, as Document No. 66200 of Official Records.

A.P.N. 17-190-16  
17-190-17  
17-190-18

**PARCEL 3:**

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

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

Excepting therefrom that parcel conveyed to Douglas County by Deed Recorded on December 13, 1988, in Book 1288, Page 1828, as Document No. 192602.

Section 17: South 1/2

Excepting therefrom that parcel conveyed to Douglas County by Deed Recorded on December 13, 1988, in Book 1288, Page 1828, as Document No. 192602.

Section 18: ALL

Excepting those portions conveyed to the State of Nevada for highway purposes by Deeds

(Continued)

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Recorded, February 28, 1919, in Book Q of Deeds, Page 98; Recorded March 10, 1937, in Book U of Deeds, Page 389, Recorded May 27, 1937, in Book U of Deeds, Page 436 and amended August 30, 1937, in Book U of Deeds, Page 498; Recorded March 17, 1930, in Book T of Deeds Page 106; and Recorded February 16, 1961, in Book 5, 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, Page 006, as Document No. 25848, Douglas County, Nevada Records.

Further excepting that portion conveyed to ARTHUR ARNOLD SETTELMAYER and wife, by Deed Recorded April 28, 1965, in Book 30, Page 726, Douglas County, Nevada Records further excepting that portion conveyed to ALL-AMERICAN SHELTER, by Deed Recorded, June 19, 1980, in Book 680, Page 1687, as Document No. 45439, of Official 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, Page 98, Recorded March 17, 1930, in Book T of Deeds, Page 106, Recorded May 27, 1937, in Book U of Deeds, Page 431 and Amended August 30, 1937, in Book U of Deeds, Page 498, Recorded August 26, 1919, in Book Q of Deeds, Page 166, Recorded January 12, 1920, in Book Q of Deeds, Page 256 and Recorded June 10, 1946, in Book X of Deeds, 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, Page 1034, as Document No. 20650, of Official 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, Page 1074, as Document No. 85517, of Official Records.

Further excepting that portion conveyed to WILLIAM H. and SANDRA E. MADDOCK, by Deed Recorded, May 29, 1985, in Book 585, Page 2422, as Document No. 117938, of Official Records.

FURTHER EXCEPTING THEREFROM those portions conveyed to BENTLEY NEVADA CORPORATION by Lot Line Adjustment Recorded, April 22, 1988, in Book 488, Pages 2541, 2547, 2553 and 2559, shown on Record of Survey No. 172069.

TOGETHER WITH those portions conveyed to HELMS by Lot Line Adjustment Recorded, April 8, 1988, in Book 488, Pages 2565 and 2571, set forth on said Record of Survey.

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Section 28: ALL

EXCEPTING THEREFROM those portions conveyed to BENTLY NEVADA CORPORATION by Lot Line Adjustment Recorded, April 22, 1988, in Book 488, Pages 2541, 2547, 2553 and 2559, and shown on Record of Survey No. 172069.

TOGETHER WITH those portions conveyed to HELMS by Lot Line Adjustment Recorded, April 22, 1988, in Book 488, Pages 2565 and 2571, as set forth on said Record of Survey.

Section 29: East 1/2 and all that portion of the Southeast 1/4 of the Southwest 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 BENTLEY 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 C O D GARAGE CO. by Deed Recorded, September 25, 1978, in Book 978, Page 1734, as Document No. 25587 Official Records, 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, of Official Records.

Section 30: West 1/2

Excepting that portion conveyed to the State of Nevada for highway purposes by Deeds Recorded, February 28, 1919, in 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 Southwest 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., described as follows:

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Commencing at the Southwest corner of Section 31, Township 13 North, Range 20 East, M.D.B. & M., proceed North 17° 57' 04" East, 8213.56 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+00.00; Proceed thence South 0° 49' West, 1737.82 feet along said Westerly right of way line, to a point which is the Southeast corner of the parcel; thence North 89° 20' 23" West, 1000.00 feet; to the Southwest corner of the parcel; thence North 0° 49' 02" East, 1747.22 feet, to the Northwest corner of the Parcel; thence South 88° 48' 05" East 1000.00 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, 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, Page 1697, as Document No. 66200, of Official Records.

Further excepting that portion conveyed to HICKEY BROS. by Deed Recorded, April 21, 1978, in Book 478, 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 Parcel H-2 and GH-1, as shown on the Parcel Map for H.F. DANGBERG FARMS, Recorded, March 24, 1982, in Book 382, Page 1697, as Document No. 66200, of Official Records.

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

Section 32: That portion of the Northeast 1/4 of the Northwest 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 a distance of 170.51 feet; 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 Northeast 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

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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 BENTLEY by Deed Recorded, May 12, 1978, in Book 578, Page 1023, as Document No. 20650, of Official Records.

Excepting therefrom that portion conveyed to ANKER FAMILY TRUST by Deed Recorded, November 8, 1984, in Book 1184, Page 702, as Document No. 109809, Douglas County, Nevada, Records.

Section 33: North 1/2

Section 34: North 1/2; Southeast 1/4; East 1/2 of Southwest 1/4

Excepting therefrom Parcel Nos. 1, 2, 3 and 4, as shown on the Clark Parcel Map Recorded, January 21, 1982, in Book 182, Page 1358, as Document No. 64238, of Official Records.

Also excepting therefrom those portions in the East 1/2 of the East 1/2 of said Section 34, lying East of the East Bank of the Alleman 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. and ROSE E. DECKER and JOHN and JODY LAXAGUE by Deed Recorded, September 17, 1980, in Book 980, Page 1398, as Document No. 48659 of Official Records.

Further excepting that portion conveyed to JOHN and JODY LAXAGUE by Deed Recorded, December 22, 1986, in Book 1286, Page 2769, as Document No. 147170, of Official Records.

Further excepting that portion conveyed to CARSON VALLEY LAND AND LIVESTOCK by Deed Recorded, April 25, 1980, in Book 480, Page 1586, as Document No. 45763, of Official Records.

Further excepting that portion conveyed to G. P. TRUCKING by Deed Recorded, August 10, 1978, in Book 878, Page 906, as Document No. 23962, of Official Records.

Further excepting therefrom those portions conveyed to WILLIAM H. and SANDRA E. MADDOCKS by Deeds Recorded, December 30, 1985, in Book 1285, Page 2509, as Document No. 128835, Douglas County, Nevada Records and Recorded, January 17, 1985, in Book 185, Page 1265, as Document No. 112427, of Official Records.

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BK 1096 PG 0304



Further excepting therefrom Parcels C-1, C-2, C-3 and C-4, as shown on parcel Map for JOHN and JOAN CRISTL Recorded, May 10, 1982, in Book 582, Page 1117, as Document No. 67927, of Official Records.

Further excepting therefrom all that portion of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 13 North, Range 20 East, M.D.B. & M., as set forth in Boundary Line Adjustment Quitclaim Deed, Dated December 16, 1986, executed by CARSON VALLEY LAND COMPANY to JOHN LAXAGUE, etux, Recorded, December 22, 1986, in Book 1286, Page 2767, as Document No. 147170 of Official Records.

Further excepting therefrom all that portion of said lands as set forth in Final Order of Condemnation Recorded, January 28, 1988, in Book 188, Page 3388, as Document No. 171609 of Official Records.

(PARCEL 3 CONTINUED ON NEXT PAGE)

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DESCRIPTION

Further excepting therefrom a parcel of land located within a portion of the Northeast one-quarter of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, more particularly described as follows:

Commencing at the center of said Section 29, a 1/2" iron pipe, as shown on the amended Record of Survey for Bently Nevada Corporation recorded June 16, 1988 in the Office of Recorder, Douglas County, Nevada in Book 688, at Page 2520, as Document No. 180280;

thence North 67°44'50" East, 1080.05 feet to the Southwest corner of proposed Parcel 32A as shown on the Record of Survey for Slash Bar H Limited Partnership and Douglas County School District, the POINT OF BEGINNING;

thence North 00°30'17" East, 660.00 feet;

thence South 89°29'43" East, 660.00 feet;

thence South 00°30'17" West, 660.00 feet;

thence North 89°29'43" West, 660.00 feet along a line 400.00 feet North of and parallel to the Northerly line of a 60.00 foot access and utility easement as shown on said Amended Record of Survey for Bently Nevada Corporation, said easement also known as Buckeye Road.

Reference is made to Record of Survey, Recorded June 20, 1995, Book 695, Page 2991, as Document No. 364421 of Official Records of Douglas County, Nevada.

A.P.N. 23-010-62

A PORTION OF 17-190-21

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 North 89° 08' 06" West 1327.04 feet; thence South 89° 8' 06" East 342.22 feet; thence South 0° 27' 47" West 1206.73 feet; thence South 0° 28' 2" West 673.12 feet; thence South 0° 11' 02" West 508.81 feet; thence South 6° 17' 18" East 253.40 feet; thence North 89° 12' 40" West 8.52 feet; thence South 22° 01' 28" West 84.02 feet; thence South 17° 13' 12" East, 684.24 feet; thence South 8° 56' 31" West, 29.55 feet; thence North 89° 09' 24" West 296.36 feet; thence North 0° 44' 50" East, 320.74 feet; thence North 0° 16' 16" East, 2649.54 feet to the Point of Beginning.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbons, with incidental rights hereto, as shown in Deed to STOCK PETROLEUM CO., INC., in Document Recorded, March 13, 1980, in Book 380, Page 1315, as Document No. 42677.

A.P.N. 23-291-01

PARCEL 5:

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

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Section 8: The Southwest 1/4 of the Southeast 1/4 and the South 1/2 of the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and those portions of the Northeast 1/4 of the Southeast 1/4 and of the Southeast 1/4 of the Southeast 1/4 lying Westerly of the Minden Branch of the V & T RAILROAD as conveyed by H. F. DANGBERG LAND AND LIVESTOCK CO. by Instrument Recorded, September 10, 1910, in Book 0 of Deeds, Page 80, to the State of Nevada.

Section 16: West 1/2

Section 17: The Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northwest 1/4; the South 1/2 of the South 1/2; Northwest 1/4 of the Southeast 1/4; Northeast 1/4 of the Southeast 1/4; East 1/2 of the Southwest 1/4 of the Northwest 1/4; Southeast 1/4 of the Northwest 1/4; South 1/2 of the Northeast 1/4; Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4; East 1/2 of the Northwest 1/4 of the Southwest 1/4; Northeast 1/4 of the Southwest 1/4.

Section 18: Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4; Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4; Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4.

Section 19: Northeast 1/4 of the Northeast 1/4; South 1/2 of the Northeast 1/4; South 1/2 of the East 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, Recorded, January 6, 1928, in Book S of Deeds, Page 352, Douglas County, Nevada Records.

Section 20: ALL: Except the South 1/2 of the Southeast 1/4

Section 21: West 1/2

Excepting therefrom 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, Page 2080, as Document No. 74585 Official Records, Douglas County, Nevada Records.

Section 29: Northwest 1/4

Section 30: Northeast 1/4

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

Excepting therefrom all that portion of said lands as set forth in Final Order of Condemnation Recorded, January 28, 1988, in Book 188, Page 3388, as Document No. 171609 Official Records.

A.P.N. 21-010-34  
21-010-35  
21-010-37

PARCEL 6:

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The East 1/2 of the Southeast 1/4 of Section 15 and the East 1/2 of the Northeast 1/4 of Section 22, Township 13 North, Range 20 East, M.D.B. & M.

Reference is made to that Land Division Map Recorded, November 29, 1979, in Book 1179 of Official Records, Page 1599, Douglas County Nevada Records as Document No. 27700. Whereon the above described property is shown as Parcels 69, 80, 81 and 94.

EXCEPTING THEREFROM those portions of the above described property Deeded to THOMAS E. NEVIS and SAMUEL A. NEVIS by JOHN B. ANDERSON and EDITH ANDERSON in Deed Recorded, November 2, 1983, in Book 1183, of Official Records, Page 229, Douglas County, Nevada, as Document No. 90386. Said parcel being shown on that Record of Survey for JOHN B. and EDITH ANDERSON, Recorded, November 7, 1983, in Book 1183, Page 638, as Document No. 90543.

RESERVING THEREFROM non-exclusive road easements over and across said parcels here-in-above mentioned as set forth on that Land Division Map being a portion of Parcel 2 Land Division Map, as Document No. 19092, being portions of Sections 2, 3, 4, 5, 9, 10, 11, 12, 15, 16, 21 and 22, Township 13 North, Range 20 East, M.D.B. & M., filed for record in the office of the County Recorder of Douglas County, Nevada on November 29, 1978, as Document No. 27700.

TOGETHER WITH non-exclusive road easements over and across the parcels of lands here-in-above mentioned as set forth on that Land Division Map being a portion of Parcel 2 Land Division Map, as Document No. 19092, being portions of Sections 2, 3, 4, 5, 9, 10, 11, 12, 15, 16, 21 and 22, Township 13 North, Range 20 East, M.D.B. & M., filed for record in the office of the County Recorder of Douglas County, Nevada on November 29, 1978, as Document No. 27700.

EXCEPTING THEREFROM all those certain road easements traversing the here-in-above mentioned parcels of land.

EXCEPTING THEREFROM all mineral, oil, gas and other hydrocarbon substances and geothermal resources as shown in Deed to JJ RESOURCES, a California General Partnership in Document Recorded, October 27, 1981, in Book 1081, Page 1427, as Document No. 61512.

A.P.N. 23-010-55,

**PARCEL 7:**

A parcel of land located within portions of Sections 15, 16, 21 and 22, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada being a portion of the parcel shown on the map filed, November 29, 1978 within the Official Records of Douglas County, Nevada as Document No. 27700 and being more particularly described as follows:

BEGINNING at a point on the East-West centerline of Section 15, Township 13 North, Range 20 East, M.D.B. & M., from which the East 1/4 corner of said Section 15 bears South 89° 22' 25" East, 1,395.07 feet; thence South 00° 32' 36" East, 2,649.62 feet to a point on the South line of said Section 15; thence South 00° 01' 51" East 2,649.10 feet to a point on the East-West centerline of said Section 22; thence North 89° 21' 36" West, 3,960.98 feet to the 1/4 corner common to said Sections 21 and 22; thence North 89° 33' 26" West 3,975.06 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 21; thence North 0° 12' 29" East, 2,645.28 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 21; thence North 0° 35' 50" East, 1,322.58 feet to the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 16; thence South 89° 37' 54" East, 2,651.31 feet to the Southwest corner of the

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Northeast 1/4 of the Southeast 1/4 of said Section 16; thence North 0° 39' 44" East, 1,323.57 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 16; thence North 0° 37' 53" East, 1,323.91 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 16; thence South 89° 40' 45" East, 1,326.94 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 16; thence South 0° 38' 23" West, 1,324.52 feet to the 1/4 corner common to said Sections 15 and 16; thence South 89° 22' 25" East, 3,892.65 feet to the POINT OF BEGINNING.

TOGETHER WITH a 25.00 foot wide strip of land for access easement purposes located within portions of Sections 19, 20, 21 and 22, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, the centerline of which is more particularly described as follows:

BEGINNING at the intersection of the centerline of the said 25.00 foot easement and the Easterly right-of-way of U.S. HIGHWAY 395; thence Easterly along the existing traveled way, the centerline of which is 12.50 feet North and parallel to the existing Northerly line of a 50.00 foot wide Sierra Pacific Power right-of-way described as Parcel "B" in Book 20, Page 406, as Document No. 23788 of the Official Records of Douglas County, Nevada, to the intersection with the East boundary line of said Section 22.

EXCEPTING THEREFROM all mineral, oil, gas and other hydrocarbon substances and geothermal resources as shown in Deed to JJ RESOURCES, a California General Partnership in Document Recorded, October 27, 1981, in Book 1081, Page 1427, as Document No. 61512.

A.P.N. 23-010-56

**PARCEL 8:**

A parcel of land situated within Sections 3, 10, & 11, Township 12 North, Range 20 East, M.D.M., Douglas County, Nevada, and more particularly described as follows:

Beginning at the Northeast corner of that parcel described in Deed to Terry "M" Jacobsen and Linda Ann Jacobsen Recorded January 27, 1976 as Document No. 86937 of the Official Records of Douglas County Nevada, from which the North 1/4 corner of said Section 3 bears North 89° 20' 34" West, a distance of 668.80 feet; thence South 12° 21' 42" East, a distance of 800.00 feet to the Southeast corner of said Parcel Document No. 86937 and an angle point in the Easterly boundary of the parcel of land shown on the Record of Survey for Stoddard Jacobsen Recorded in Book 186 on Page 1752 of the Official Records of Douglas County; thence along the Easterly and Southerly line of said Record of Survey the following three (3) courses and distances: South 12° 21' 42" East, a distance of 4927.00 feet; South 46° 07' 18" East, a distance of 721.66 feet; South 29° 35' 16" West, a distance of 2091.84 feet to the Easterly line of U.S. Highway 395; thence South 43° 14' 43" East, along the Easterly line of U.S. Highway 395, a distance of 57.90 feet to a point on the Northerly line of Parcel "B" as shown on the Division of Land Map for Wayne C. Matley & Alouise A. Matley, Recorded in Book 1183 on Page 1015 of the Official Records of Douglas County, Nevada; thence along the Northerly line of said Parcel "B" the following six (6) courses and distances: North 29° 35' 24" East, a distance of 2145.10 feet; South 52° 35' 36" East, a distance of 86.90 feet; South 52° 35' 36" East, a distance of 403.90 feet; South 30° 28' 36" East, a distance of 249.23 feet; South 89° 16' 36" East, a distance of 59.26 feet; South 89° 04' 36" East, a distance of 1105.90 feet; thence North 02° 20' 26" East, a distance of 66.64 feet to a point on the Southerly line of that parcel Recorded on November 5, 1946 in Book Y on Page 51 of the Douglas County Records; thence along the Southerly line of said parcel Recorded on November 5, 1946 the following five (5) courses and distances: North 89° 08' 34" West, a distance of 1155.40 feet; North 28°

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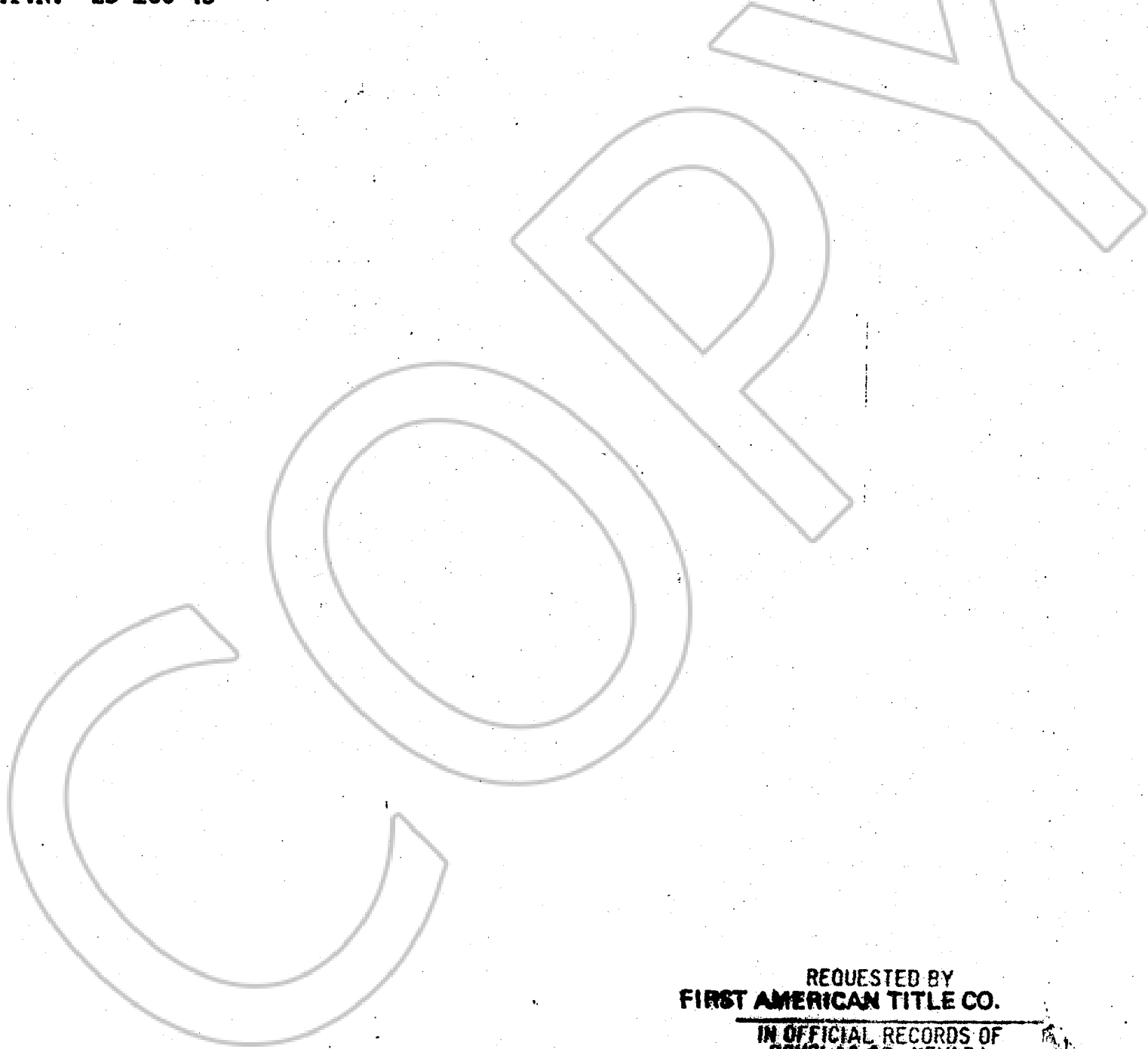
10' 34" West, a distance for 296.50 feet; North 58° 38' 34" West, a distance of 373.20 feet; North 38° 59' 34" West, a distance of 1045.60 feet; North 12° 03' 34" West, a distance of 5387.50 feet to the Northerly line of said Section 3; thence North 89° 20' 34" West, along the Northerly line of said Section 3, a distance of 98.81 feet to the point of Beginning.

**BASIS OF BEARINGS:** South 89° 20' 34" East, being the bearing of the North Line of Section 3, Township 12 North, Range 20 East, M.D.M., as shown on a map on file in the Office of the County Recorder, Douglas County, Nevada, in Book 186, on Page 1752.

Excepting therefrom that portion of said land as shown in Final Order of Condemnation to the State of Nevada, Recorded January 7, 1993, in Book 193, Page 716, as Document No. 296903 of Official Records of Douglas County.

Further excepting therefrom any portion of said land as Deeded to the County of Douglas, a Political Subdivision of the State of Nevada, Recorded May 7, 1991, in Book 591, Page 981, as Document No. 250167 and Recorded May 7, 1991, in Book 591, Page 985, as Document No. 250168 and Recorded May 7, 1991, in Book 591, Page 989, as Document No. 250169.

A.P.N. 25-160-45



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

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**BK 1096 PG 0307**

LINDA SLATER  
RECORDER  
\$38<sup>00</sup> PAID *Bh* DEPUTY