

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Park Cattle Co.
c/o Comptroller
P.O. Box 2249
Stateline, Nevada 89449

GRANT OF EASEMENT

THIS Grant of Easement, made this 31st day of January, A.D., 2002, by and between Bently Nevada Corporation, a Nevada corporation, "Grantor" and Park Cattle Co., a Nevada corporation, "Grantee".

RECITALS

Whereas, on January 31, 2002, Park Cattle Co., a Nevada corporation and Bently Family Limited Partnership, a Nevada limited partnership, being all of the members of Dangberg Holdings Nevada, LLC, a Nevada limited liability company entered into that certain Agreement for Distribution of Assets and Dissolution of Dangberg Holdings Nevada, LLC (the "Distribution and Dissolution Agreement"); and

Whereas, this Grant of Easement is made pursuant to and in accordance with the Distribution and Dissolution Agreement.

EASEMENT

For purposes of the conveyance of water from Allerman Reservoir Nos. 1 and 2 to the Virginia Ditch via the Hog Alley Ditch and unnamed ditches, Grantor hereby conveys to Grantee a Ditch Easement for the benefit of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof, on, over and across any real property owned by Grantor on which is located all or a portion of the ditch or ditches described in Exhibit "B" attached hereto and by this reference made a part hereof.

PROVISIONS APPLICABLE TO GRANTED EASEMENT

The following provisions apply to the Ditch Easement granted herein:

1. **Easement Area.** The Easement Area provided for in this Grant shall be non-exclusive and sixty feet (60') in width, including the water-conveying portion of each ditch, both banks and any adjacent access road, taking into account the

present location of each ditch. When the existing configuration allows, the easement shall be of equal width on both sides of the centerline of each ditch.

2. **Servient Owner's Rights Within the Easement Area.** The owner of the Servient Tenement shall have the right to fully use and enjoy the Easement Area at all times, provided that such use does not unreasonably interfere with the rights of the owner of the Dominant Tenement in the Easement Area or with the purposes for which the easement is granted or reserved. Within the Easement Area, a Servient Tenement owner shall not:

- a. Plant, or permit to be planted, decorative or ornamental vegetation of any nature or description; and
- b. Subject to the provisions of paragraphs 3 and 4 below, erect or construct, or permit to be erected or constructed, any building, structure or other improvement of any nature or description, except improvements used in control and conveyance of water. This designation of restrictions on Servient Tenement owner's use of the Easement Area shall not be considered as an exclusive designation.

3. **Fences.** A Servient Tenement owner may construct a fence across the Easement Area, provided that at the upstream and downstream ends of the Easement Area and on both the upper and lower banks of the Easement Area the fence includes a metal gate with a minimum width of twenty feet (20'), which gate can be easily opened and/or removed during inspection, cleaning, maintenance, repair and reconstruction of the ditch and within the Easement Area and further provided that any such fence shall not in any way obstruct or interfere with the flow of water in the ditch within the Easement Area.

4. **Crossing.** A Servient Tenement owner may construct a crossing over the ditch with the prior written consent of the Dominant Tenement owner, which consent will not be withheld unreasonably. In seeking the written consent of the Dominant Tenement owner for a crossing, Servient Tenement owner shall provide the Dominant Tenement owner with detailed plans and specifications showing the nature of the proposed crossing, its size and location. Under no circumstances shall the Dominant Tenement owner be required to approve a crossing which consists of a pipe or other structure which in any way interferes with or obstructs, or may interfere with or obstruct, the flow of water within the ditch or which interferes with, or may interfere with, the Servient Tenement owner's ability to inspect, clean, maintain, repair and operate the ditch.

5. **Dominant Tenement Owner's Rights Within the Easement Area.** The Dominant Tenement owner and its employees and agents shall have the right of ingress and egress to and from the Easement Area to inspect, clean, maintain, repair, reconstruct as necessary and to operate the ditch. Ditch easements shall be used only for such ditch related purposes, and not for agricultural or other purposes. The

Dominant Tenement owner 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 within the Easement Area. The Dominant Tenement owner's inspections, cleaning, maintenance, repairs and reconstructions of the ditch and the Easement Area may be undertaken as frequently or infrequently as Dominant Tenement owner in its reasonable discretion determines reasonable and appropriate and without any prejudice to or limitation of the easement granted hereby.

6. **The Dominant Tenement Owner's Methods of Maintenance, etc.**

The Dominant Tenement owner may accomplish its inspection, cleaning, maintenance, repair and reconstruction of the ditch and the Easement Area pursuant to methods which are consistent with good farming and ranching practices, including, without limitation, by the use of hand tools, trucks and heavy equipment (including both rubber-tired and track-laying vehicles). The Dominant Tenement owner shall also have the right to chop or cut down willows, trees and other plants growing on or within the Easement Area which, in Dominant Tenement owner's reasonable judgment, impede or interfere with Dominant Tenement owner's access to, and/or the flow of water within the ditch or with Dominant Tenement owner's ability to exercise its rights to inspect, clean, maintain, repair or reconstruct as necessary the ditch. The Dominant Tenement owner may use herbicides to control plants within the Easement Area.

Within the Easement Area, the Dominant Tenement owner shall have the right to create and maintain a vehicular pathway and work area and shall further be entitled to deposit any and all silt, dirt, rocks and debris removed from the ditch or its banks on either bank of the ditch anywhere within the Easement Area. The Dominant Tenement owner shall not be obligated to remove or relocate any of the spoil removed from the ditch and placed within the Easement Area on either bank of the ditch; however, Dominant Tenement owner shall maintain the Easement Area in a manner consistent with good farming and ranching practices and in a neat condition.

7. **Prior Notice of Maintenance.** Prior to undertaking any major cleaning, maintenance, repair or reconstruction of a ditch and the Easement Area, Dominant Tenement owner shall give Servient Tenement owner no less than twenty (20) days' prior written notice thereof. Notice shall be given to Servient Tenement owner as provided in paragraph C.4 below of this Deed. No notice shall be required for routine inspection, cleaning or normal operation purposes, nor shall notice be required in the case of an emergency as determined by Dominant Tenement owner in its reasonable judgment. The provisions of this paragraph concerning notice are not intended to require, and shall not be construed as requiring, consent or approval from Servient Tenement owner with respect to any noticed activity.

8. **Conversion of Open Ditches to Underground Pipes.** The owner of a Servient or Dominant Tenement may not convert an open ditch within a Ditch Easement to an underground pipe without the prior written consent of the other party

as owner of the Servient or Dominant Tenement, which consent may not be unreasonably withheld. The party seeking such consent shall provide the other party with plans, designs and materials to be used and information concerning manhole sizes and spacing, and agree to pay all costs. In addition to considering the foregoing, the party whose consent is sought shall also consider whether the pipe will function in all respects as well as or better than the open ditch. The granting of consent shall not result in the loss of any easement provided for herein or in any deed. In the event that an open ditch is converted to a pipe for conveyance purposes, the ditch easement shall be reduced from sixty feet (60') to twenty-five feet (25').

9. **Compliance with Law** The activities of an owner of the Dominant Tenement, its successors and assigns, in connection with any easement shall be: (a) accomplished in a good and workmanlike manner, in accordance with all applicable laws, ordinances, regulations and this Agreement; (b) The Dominant Tenement owner shall obtain all licenses, permits and other governmental approvals required by law in connection with its activities to be undertaken in the Easement Area; and (c) The Dominant Tenement owner shall maintain the Easement Area in a safe condition and in compliance with all applicable licenses, permits, approvals, regulations, ordinances, laws and this Deed and restore the Servient Tenement to its original or prior condition after any repair, maintenance, reconstruction when in the easement is completed or terminated.

10. **Liens** The Dominant Tenement owner, its successors and assigns, will not create or permit to exist any lien or other encumbrance on the Servient Tenement resulting from any acts or omission by the Dominant Tenement owner, its successors and assigns, with respect to inspection, cleaning, maintenance, operation, repair and reconstruction of the Easement Area or any other work performed thereon by the Dominant Tenement owner, its successors and assigns, and if, as a result of the failure of the Dominant Tenement owner, its successors and assigns, to pay any amount for any such acts, the owner of the Servient Tenement owner may, but will not be required to, pay such sum as is required to obtain discharge of the lien, or obtain the discharge of the lien by deposit or bonding; if the Servient Tenement owner does so, the Dominant Tenement owner, its successors and assigns, will pay the Servient Tenement owner, promptly on demand, the entire sum spent by the Servient Tenement owner, plus the Servient Tenement owner's reasonable expenses, including reasonable attorney's fees, in connection with obtaining discharge of the lien and collecting from the Dominant Tenement owner, its successors and assigns, any sum so paid by the Servient Tenement owner; provided, however, that the Servient Tenement owner shall not be entitled to obtain the discharge of any such lien at the expense of the Dominant Tenement owner, its successors and assigns, so long as the Dominant Tenement owner, its successors and assigns, is contesting in good faith its obligation to pay such amount and is diligently prosecuting an appropriate action to have any such lien removed and no real property of the Servient Tenement owner is at risk of loss.

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11. **The Dominant Tenement Owner's Indemnity** The Dominant Tenement owner, its successors and assigns, will indemnify, defend and hold the Servient Tenement owner financially free and harmless against and from any and all claims arising from the inspection, cleaning, maintenance, operation, repair and reconstruction of the Easement Area or other work performed by or on behalf of the Dominant Tenement owner, its agents, employees and representatives, their successors and assigns, on the Servient Tenement or the failure of the Dominant Tenement owner, its agents, employees and representatives, their successors and assigns, to perform or comply with its obligations hereunder, including, but not limited to: (a) any and all claims for loss or damage arising from the condition of the Easement Area or other work performed by or on behalf of the Dominant Tenement owner, its successors and assigns, on the Servient Tenement; (b) any claim by the Servient Tenement owner as a result of any damage to the Servient Tenement and personal property or improvements located on the Servient Tenement but outside the Easement Area, or to approved crossings inside the Easement Area, suffered by the Servient Tenement owner, by reason of the inspection, cleaning, maintenance, operation, repair and reconstruction of the Easement Area or any work performed by or on behalf of the Dominant Tenement owner, its agents, employees and representatives, their successors and assigns, on the Servient Tenement or performance of any other rights hereunder by or on behalf of the Dominant Tenement owner, its agents, employees and representatives, their successors and assigns; and (c) all liabilities, costs and expenses, including reasonable attorney's fees, incurred in connection with any such claim or any action or proceeding brought by a third party or the Servient Tenement owner with regard to any such claim; if any action or proceeding is brought by a third party against the Servient Tenement owner by reason of any such claim, the Servient Tenement owner will promptly notify the Dominant Tenement owner, its successors and assigns, of the commencement of the action or proceeding and will offer the Dominant Tenement owner, its successors and assigns, the opportunity to assume the defense of the action or proceeding.

12. **Notices.** All notices and other communications which are required or permitted with respect to an easement shall be in writing and shall be effective when personally delivered, by courier service, facsimile or when addressed:

If to Servient Tenement Owner:

To the Record Owner or Owners of the Servient Tenement at the time the notice is given

If to Dominant Tenement Owner:

To the Record Owner or Owners of the Dominant Tenement at the time the notice is given

and deposited, postage prepaid, and registered or certified, return receipt requested, in the United States Mail. Either party may, by notice to the other given as herein

stated, change its address for future notices hereunder. Notices delivered personally, by courier service, by registered or certified mail or facsimile shall be deemed communicated as of actual receipt. Notice to the Servient Tenement owner may be given by delivery to the physical location of the Servient Tenement.

13. **Appurtenant Easement** All easements and rights reserved for the benefit of the Bently Real Property herein shall be appurtenant to the Bently Real Property and shall run with and attach to title to the Bently Real Property and shall benefit the owner thereof and its successors in interest to the Bently Real Property. All easements and rights granted for the benefit of the Park Real Property shall be appurtenant to the Park Real Property and shall run with and attach to the Park Real Property and shall benefit the owner thereof and its successors in interest in and to the Park Real Property.

14. **Relocation of Easements by Owner of Servient Estate** At no cost to and with the prior written consent of the owner of a Dominant Tenement which may not be unreasonably withheld, the owner of a Servient Tenement may relocate any easement provided for in this Deed. The party seeking such consent shall provide the other party with plans and specifications for such relocation. The party whose consent is sought may consider, among other things, whether the relocated easement will function as well as or better than the original easement.

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

BENTLY NEVADA CORPORATION

By: Donald E Bently

Its: CEO

DONALD E. BENTLY

STATE OF NEVADA)
 : SS.
COUNTY OF Douglas)

On the 31st of January 2002, before me personally appeared Donald E. Bently as C.E.O. of the Bently Nevada Corporation known to me to be the person whose name is subscribed to the within instrument and who acknowledged that he executed the same freely and voluntarily and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Karen Kade
NOTARY PUBLIC



Exhibit A

**DANGBERG RANCH
PARK PORTION**

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM:

A parcel of land situated within Sections 3, 10, and 11, Township 12 North, Range 20 East, MDM, 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 $\frac{1}{4}$ corner of said Section 3 bears North $89^{\circ}20'34''$ West, a distance of 668.80 feet; thence South $12^{\circ}21'42''$ 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 $12^{\circ}21'42''$ East, a distance of 4927.00 feet; South $46^{\circ}07'18''$ East, a distance of 721.66 feet; South $29^{\circ}35'16''$ West, a distance of 2091.84 feet to the Easterly line of U.S. Highway 395; thence South $43^{\circ}14'43''$ 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 $29^{\circ}35'24''$ East, a distance of 2145.10 feet; South $52^{\circ}35'36''$ East, a distance of 86.90 feet; South $52^{\circ}35'36''$ East, a distance of 403.90 feet; South $30^{\circ}28'36''$ East, a distance of 249.23 feet; South $89^{\circ}16'36''$ East, a distance of 59.25 feet; South $89^{\circ}04'36''$ East, a distance of 1105.90 feet; thence North $02^{\circ}20'26''$ 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 $89^{\circ}08'34''$ West, a distance of 1155.40 feet; North $28^{\circ}10'34''$ West, a distance for 296.50 feet; North $58^{\circ}38'34''$ West, a distance of 373.20 feet; North $38^{\circ}59'34''$ West, a distance of 1045.60 feet; North $12^{\circ}03'34''$ West, a distance of 5387.50 feet to the Northerly line of said Section 3; thence North $89^{\circ}20'34''$ West, along the Northerly line of said Section 3, a distance of 98.81 feet to the Point of Beginning.

Basis of Bearing: South $89^{\circ}20'34''$ East, being the bearing of the North line of Section 3, Township 12 North, Range 20 East, MDM, as shown on a map on file in the Office 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 Deed 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.

APN 1220-03-000-004

TOWNSHIP 13 NORTH, RANGE 19 EAST, MDM:

Section 13: South one-half (S $\frac{1}{2}$).

APN 1319-13-005-005

APN 1319-13-000-006

APN 1320-18-000-006

APN 1320-18-000-007

Section 14: Southeast one-quarter (SE $\frac{1}{4}$); East one-half of the Southwest one-quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$),

excepting therefrom that portion conveyed to Carl Kidman and wife, by Deed recorded May 16, 1951, in Book Z, Page 468 of the Douglas County Recorder's Office. Further excepting therefrom all that portion lying within the high water line of the Carson River.

APN 1319-13-000-005

APN 1319-13-000-006

APN 1319-14-000-004

APN 1319-14-000-008

Section 23: East one-half (E $\frac{1}{2}$),

excepting therefrom that portion conveyed to Herman H. Herbig and wife, recorded November 21, 1964, in Book 27, Page 513 of the Douglas County Recorder's Office. Further excepting therefrom that portion 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 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 therefrom any portion lying within the high water line of the Carson River.

APN 1319-23-000-003

APN 1319-23-000-004

APN 1319-23-000-005

APN 1319-24-000-001

APN 1319-24-000-002

APN 1319-25-000-001

Section 24: All,

excepting therefrom that portion conveyed to the State of Nevada for Highway Purposes by instrument dated June 10, 1946, in Book X of Deeds, Page 511, Douglas County, Nevada records. Further excepting therefrom that portion conveyed to Minden-Gardnerville Sanitation District by Deed recorded July 26, 1985 in Book 785, Page 2184, as Document No. 120662 of the Douglas County Recorder's Office. Further excepting therefrom any portion lying within the high water line of the Carson River.

APN 1319-23-000-004
APN 1319-24-000-001
APN 1319-24-000-002
APN 1319-24-000-003
APN 1319-24-000-004
APN 1319-25-000-001
APN 1319-25-000-002
APN 1319-25-000-003
APN 1320-19-000-005
APN 1320-19-000-006

Section 25: All,

excepting therefrom that portion conveyed to Hickey Bros., Inc., by Deed recorded April 21, 1978, in Book 478, Page 1364, as Document No. 19895 of the Douglas County Recorder's Office. Further excepting therefrom any portion lying within the high water line of the Carson River.

APN 1319-25-000-001
APN 1319-25-000-002
APN 1319-25-000-003
APN 1319-25-000-004
APN 1319-25-000-005
APN 1319-25-000-006

Section 26: East one-half (E½),

excepting therefrom that portion 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 therefrom that portion conveyed to Ernest Bartles by instrument 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, Douglas County, Nevada. Further excepting therefrom 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 therefrom that portion conveyed to Milton

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Revised January 17, 2002

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Edward Bacon, recorded March 27, 1951, in Book Z of Deeds, Page 432, Douglas County, Nevada records.

APN 1319-25-000-001
APN 1319-25-000-006

Section 36: All, and Parcels G-2, H-2, and GH-1, as shown on the Parcel Map for H.F. Dangberg Farms, Document No. 66200 of the Douglas County Recorder's Office.

excepting therefrom Parcel G-1 as shown on the Parcel Map for H.F. Dangberg Farms, Document No. 66200 of the Douglas County Recorder's Office. Also excepting therefrom Parcel D as shown on the Land Division Map for Nevis Industries, Inc., Document No. 29278 of the Douglas County Recorder's Office and as shown on the Record of Survey for Slash Bar H Investments, Document No. 357502 of the Douglas County Recorder's Office.

APN 1319-36-000-001
APN 1319-36-000-002
APN 1319-36-000-003

EXCEPTING FROM Sections 23, 25, 26, 35, and 36: Parcel 1 as shown on the Land Division Map for H.F. Dangberg Land and Livestock Co., Document No. 19043 of the Douglas County Recorder's Office.

TOWNSHIP 13 NORTH, RANGE 20 EAST, MDM:

Section 17: Lot 10 as shown on the Land Division Map for John B. Anderson #2, Document No. 25700 of the Douglas County Recorder's Office.

APN 1320-20-000-001

Section 18: West one-half (W $\frac{1}{2}$),
excepting therefrom that portion conveyed to the State of Nevada for Highway purposes by Deeds: 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 therefrom that portion conveyed to Arthur Arnold Settlemeyer and wife in Deed recorded April 28, 1965 in Book 30, Page 726 of the Douglas County Recorder's Office. And further excepting

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therefrom that portion conveyed to All-American Shelter by Deed recorded June 19, 1980 in Book 680, Page 1687, Document No. 45439 of the Douglas County Recorder's Office.

APN 1320-18-000-006
APN 1320-18-000-007
APN 1320-18-000-008
APN 1320-18-000-009

Section 19: West one-half (W $\frac{1}{2}$),

excepting therefrom that portion conveyed to the State of Nevada for Highway purposes by Deeds: 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. And further excepting therefrom that parcel of land shown on the Record of Survey for Slash Bar H Investments, Document No. 357502 of the Douglas County Recorder's Office.

APN 1320-19-000-005
APN 1320-19-000-006
APN 1320-19-000-007
APN 1320-19-000-008

Section 20: Lots 9 and 10 as shown on the Land Division Map for John B. Anderson #2, Document No. 25700 of the Douglas County Recorder's Office, and those certain lots as shown on the draft Record of Survey #1 to Support a Boundary Line Adjustment for Dangberg Holdings Nevada, LLC, dated October 14, 1998, prepared by Resource Concepts, Inc., being more particularly described as follows:

New Parcel 21:

A parcel of land located within the East one-half of Section 20, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at a point on the intersection of the Easterly line of Parcel 21 as shown on the Record of Survey for Carson Valley Land Company, Document No. 142012 of the Douglas County Recorder's Office and the South line of the North one-half of said Section 20, said point bears N. 89°31'04" W., 6624.14 feet from the East one-quarter corner of Section 21, Township 13 North, Range 20 East, MDM, being a brass cap stamped RLS 3579; thence S. 00°32'54" W., along the Easterly line of said Parcel 21, 2639.38 feet to a point on the South line of said Section 20; thence N. 89°13'19" W., along said South line of Section 20, 1301.24 feet; thence N. 00°49'23" E., 2249.90 feet to a point on the Northerly line of Parcel 20 as shown on said Record of Survey; thence S. 89°38'25" E., along said Northerly line, 116.39 feet to a point on the Westerly line of said Parcel 21; thence N. 00°47'50" E., along said Westerly line, 384.56 feet to a point on the South line of the North one-half of said Section 20; thence S. 89°25'11" E., along said

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South line of the North one-half, 1172.38 feet to the POINT OF BEGINNING.
Containing 77.367 acres feet more or less.

New Parcel 22:

A parcel of land located within a portion of the East one-half of Section 20, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at the East one-quarter corner of said Section 20 as shown on the Record of Survey for John B. Anderson and Edith Anderson, Document No. 79279 of the Douglas County Recorder's Office, said point bears N. 89°33'26" W., 5300.08 feet from the East one-quarter corner of Section 21 Township 13 North, Range 20 East, MDM, being a brass cap stamped RLS 3579; thence S. 00°12'37" W., along the East line of said Section 20, 2644.06 feet to the Southeast corner of said Section 20; thence N. 89°13'19" W., along the South line of said Section 20, 1339.68 feet; thence N. 00°32'54" E., along the Westerly line of Parcel 22 as shown on the Record of Survey for Carson Valley Land Company, Document No. 142012 of the Douglas County Recorder's Office, 2639.38 feet to a point on the South line of the North one-half of said Section 20; thence S. 89°25'11" E., along said South line of the North one-half, 1324.06 feet to the POINT OF BEGINNING. Containing 80.770 acres more or less.

APN 1320-20-000-001

APN 1320-20-000-004

APN 1320-20-000-005

APN 1320-20-000-008

Section 21: Lot 23 as shown on the Land Division Map for John B. Anderson #2, Document No. 25700 of the Douglas County Recorder's Office, and that certain lot as shown on the draft Record of Survey #2 to Support a Boundary Line Adjustment for Dangberg Holdings Nevada, LLC, dated October 14, 1998, prepared by Resource Concepts, Inc., being more particularly described as follows:

New Parcel 24:

A parcel of land located within a portion of the Southwest one-quarter of Section 21, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at a point on the South line of said Section 21 as shown on the Record of Survey for John B. Anderson and Edith Anderson, Document No. 79278 of the Douglas County Recorder's Office, said point bears S. 45°16'02" W., 3797.63 feet from the East one-quarter corner of Section 21, Township 13 North, Range 20 East, MDM, being a brass disk set in concrete stamped RLS 3579; thence N. 89°30'15" W., along the South line of said Section 21, 1240.53 feet to the Southwest corner of the East one-half of the Southwest one-quarter thereof; thence N. 00°12'29" E., along the West line of said East one-half, 2645.28 feet to the Northwest

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corner thereof; thence S. 89°33'26" E., along the North line of said East one-half, 1241.95 feet; thence S. 00°14'20" W., 2646.43 feet to the POINT OF BEGINNING. Containing 75.393 acres feet more or less.

APN 1320-21-000-010

APN 1320-21-000-011

Section 27: That portion of the Southwest one-quarter (SW¼) which lies westerly of the New Virginia Ditch.

APN 1320-27-002-001

Section 28: The Northwest one-quarter (NW¼); South one-half (S½); and that certain lot as shown on the draft Record of Survey #2 to Support a Boundary Line Adjustment for Dangberg Holdings Nevada, LLC, dated October 14, 1998, prepared by Resource Concepts, Inc., being more particularly described as follows:

New Parcel 35:

A parcel of land located within the Northeast one-quarter of Section 28, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at the North one-quarter corner of said Section 28 as shown on the Record of Survey for John B. Anderson and Edith Anderson, Document No. 79279 of the Douglas County Recorder's Office, said point bears S. 45°21'46" W., 3737.48 feet from the East one-quarter corner of Section 21, Township 13 North, Range 20 East, MDM, as shown on the Records of Survey for John B. Anderson and Edith Anderson, Document Nos. 79278 and 79279 of the Douglas County Recorder's Office and being a brass disk set in concrete stamped RLS 3579; thence S. 89°30'15" E., along the North line of said Section 28, 1262.99 feet; thence S. 00°29'02" W., 948.90 feet; thence S. 89°30'58" E., 58.80 feet to a point on the East line of the West one-half of said Northeast one-quarter; thence S. 00°41'06" W., along said East line, 1482.43 feet; thence S. 42°45'03" E., 261.84 feet to a point on the South line of Lot 36 as shown the Record of Survey to Support a Lot Line Adjustment for Bently Nevada Corporation, Document No. 172069, of the Douglas County Recorder's Office; thence N. 89°29'43" W., along said South line, 147.72 feet; thence S. 43°15'42" E., continuing along said South line, 35.56 feet to a point on the South line of said Northeast one-quarter; thence N. 89°27'12" E., along the South line of said Northeast one-quarter, 1378.90 feet to the Southwest corner of said West one-half; thence N. 00°36'56" E., along the West line of said West one-half, 2646.48 feet to the POINT OF BEGINNING. Containing 79.536 acres more or less.

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, and 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.

APN 1320-28-000-001
APN 1320-28-000-002
APN 1320-28-000-004
APN 1320-28-000-005
APN 1320-28-000-006
APN 1320-28-000-008
APN 1320-28-000-009
APN 1320-28-000-010
APN 1320-29-000-003
APN 1320-29-000-005
APN 1320-29-000-007

Section 29: East one-half (E½) and all that portion of the Southeast one-quarter of the Southwest one-quarter (SE¼SW¼) of Section 29, Township 13 North, Range 20 East, MDB&M, lying Easterly of the following Line A, described as follows, and Southerly of the following Line B described 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.

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 of the Douglas County Recorder's Office. And further excepting therefrom that portion conveyed to COD Garage Co., by Deed recorded September 25, 1978 in Book 978, Page 1734 as Document No. 25587 of the Douglas County Recorder's Office. And further excepting

that portion conveyed to Anker Family Trust shown as Lot 42 on the Land Division Map No. 2 for John B. Anderson, Document No. 56926 of the Douglas County Recorder's Office. And further excepting therefrom that parcel of land conveyed to Douglas County School District in Deed recorded June 20, 1995 in Book 695, Page 2992, Document No. 364422 of the Douglas County Recorder's Office.

APN 1320-29-000-001
APN 1320-29-000-003
APN 1320-29-000-005
APN 1320-29-000-007
APN 1320-29-000-008

Section 30: West one-half (W $\frac{1}{2}$),

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; recorded April 21, 1919 in Book Q of Deeds, Page 164; recorded May 27, 1937 in Book U of Deeds, Page 436 and amended August 30, 1937 in Book U of Deeds, Page 498.

Further excepting therefrom a parcel of land located in the Southwest one-quarter (SW $\frac{1}{4}$) of Section 30, Township 13 North, Range 20 East, MDB&M, described as follows:

Commencing at the Southeast corner of Section 31, Township 13 North, Range 20 East, MDB&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+0.00; 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 therefrom that portion conveyed to the Minden-Gardnerville Sanitation District by Deed recorded November 20, 1978 in Book 1178, Page 1185 as Document No. 27482 of the Douglas County Recorder's Office. Further excepting therefrom that portion conveyed to Hickey Bros. by Deed recorded April 21, 1978 in Book 478, Page 1364 as Document No. 19895 of the Douglas County Recorder's Office. Further excepting therefrom that parcel of land shown on the Record of Survey for Slash Bar H Investments, Document No. 357502 of the Douglas County Recorder's Office. And further excepting therefrom any portion lying within the high water mark of the Carson River.

APN 1320-31-000-001
APN 1320-31-000-008

Section 31: West one-half (W $\frac{1}{2}$),

excepting that portion conveyed to the State of Nevada for Highway purposes. Further excepting therefrom that portion conveyed to Hickey Bros. by Deed recorded April 21, 1978 in Book 478, Page 1364 as Document No. 19895 of the Douglas County Recorder's Office. Further excepting therefrom any portion lying within the high water mark of the Carson River.

APN 1319-36-000-002

APN 1320-31-000-001

APN 1320-31-000-008

APN 1320-31-000-009

Section 32: That portion of the Northeast one-quarter of the Northeast one-quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 32, Township 13 North, Range 20 East, MDB&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 one-quarter (NE $\frac{1}{4}$) of Section 32, described as follows: Beginning at the East $\frac{1}{4}$ corner of said Section 32, Township 13 North, Range 20 East, MDB&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 Deed to Standard Oil Company recorded 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 $\frac{1}{4}$ Section line of said Section 32; thence North along said North-South section line to the North $\frac{1}{4}$ 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 $\frac{1}{4}$ corner and the True Point of Beginning.

Excepting therefrom that portion lying within Zerolene Road. And further 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 the Douglas County Recorder's Office. Further excepting therefrom that portion conveyed to Anker Family Trust by Deed recorded November 8, 1984 in Book 1184, Page 702 as Document

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No. 109809 of the Douglas County Recorder's Office. And further excepting therefrom that portion conveyed to Anker Family Trust shown as Lot 42 on the certain Land Division Map No. 2 for John B. Anderson, Document No. 56926 of the Douglas County Recorder's Office.

APN 1320-29-000-007

APN 1320-33-001-001

Section 33: North one-half (N $\frac{1}{2}$).

APN 1320-28-000-008

APN 1320-28-000-009

APN 1320-28-000-010

APN 1320-29-000-007

APN 1320-33-001-001

APN 1320-33-001-002

APN 1320-33-001-003

APN 1320-33-001-004

Section 34: West one-half of the Northwest one-quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$).

APN 1320-27-002-001

APN 1320-34-001-001

PREPARED BY:

Darryl M. Harris, P.L.S. #6497
Resource Concepts, Inc.
140 N. Minnesota Street
Carson City, NV 89701-4152

Exhibit B

**DANGBERG HOLDINGS LLC
HOG ALLEY DITCH EASEMENT
LEGAL DESCRIPTION**

January 17, 2002

A strip of land 60 feet wide within the Southeast one-quarter of Section 27, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada, the approximate centerline of which being more particularly described as follows:

Commencing at a point being the Westerly outlet of Dangberg Reservoir No.2 which bears S. 18°01' E., 1121 feet more or less from the West one-quarter corner of said Section 26; thence along the so-called "South Drop Ditch" the following 3 general directions and distances:

1. S. 46° W., 555 feet more or less;
2. S. 62° W., 176 feet more or less;
3. S. 84° W., 316 feet more or less to a point on the so-called "Hog Alley Ditch";

thence along said "Hog Alley Ditch", the following 3 general directions and distances:

1. N. 07° E., 286 feet more or less;
2. N. 27° W., 507 feet more or less;
3. N. 34° W., 990 feet more or less to a point on a ditch running along the Southerly

side of Buckeye Road and the TRUE POINT OF BEGINNING;

thence N. 89°30' W., along said ditch running along the Southerly side of Buckeye Road, 1408 feet more or less to a point on a ditch running along the Easterly side of Orchard Road;

thence S. 00° 29' E., along said ditch running along the Easterly side of Orchard Road, 800 feet more or less to a point on the Southerly line of Chance Road being the Southerly line of the Bently Nevada Corporation parcel as recorded in Document No.378290, the POINT OF TERMINATION.

Basis of Bearing

The Southerly line of the Final Map of Bently Science Park, Document No.376672 of the Douglas County Recorder's Office, (N. 88°26'47" W.).

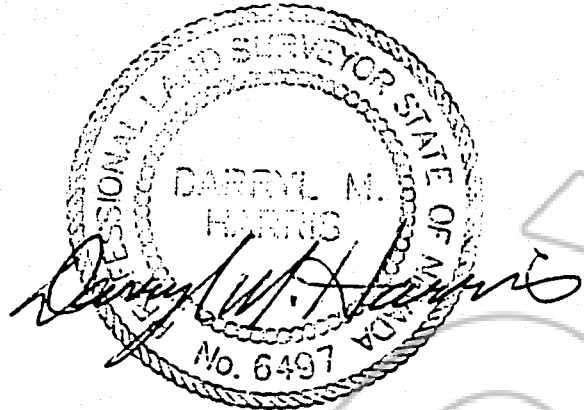
Note: the above bearing and distance calls are approximate only and are intended to follow existing ditches in place at the time of this writing.

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PREPARED BY:

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Resource Concepts, Inc.
P.O. Box 11796
Zephyr Cove, NV 89448
775 589-6001



1-17-02

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LINDA SLATER
RECORDER

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