

R.P.T.T. \$ ^{# # #} 3,4 x 10
Exempt

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

✓ Bently Family Limited Partnership
P.O. Box 127
Minden, Nevada 89423

AP Nos. 1420-00-002-014; 1420-00-001-001; 1420-00-001-002; 1420-00-001-003;
1420-00-001-004; 1420-00-001-005; 1420-00-002-003; 1420-00-002-004; 1420-00-
002-005; 1420-00-002-006; 1420-00-002-007; 1420-00-002-008; 1420-00-002-009;
1420-00-002-010; 1420-08-701-001; 1420-29-001-001; 1420-29-001-002; 1320-15-
000-009; 1320-15-000-010; 1320-15-000-011; 1320-15-000-012; 1320-15-000-013;
1320-15-000-014; 1320-15-000-015; 1320-15-000-016; 1320-16-000-003; 1320-16-
000-007; 1320-16-000-008; 1320-16-000-009; 1320-16-000-010; 1320-16-000-011;
1320-17-000-003; 1320-17-000-004; 1320-17-000-005; 1320-17-000-006; 1320-18-
000-003; 1320-18-000-004; 1320-18-000-005; 1320-19-000-001; 1320-19-000-002;
1320-19-000-003; 1320-19-000-004; 1320-20-000-001; 1320-20-000-002; 1320-20-
000-003; 1320-20-000-006; 1320-20-000-007; 1320-20-000-008; 1320-21-000-001;
1320-21-000-002; 1320-21-000-003; 1320-21-000-004; 1320-21-000-005; 1320-21-
000-006; 1320-21-000-007; 1320-21-000-008; 1320-21-000-009; 1320-22-000-001;
1320-22-000-002; 1320-22-000-003; 1320-22-000-004; 1320-22-000-005; 1320-22-
000-006; 1320-22-000-007; 1320-22-000-008; 1320-22-000-009; 1320-22-000-010;
1320-22-000-011; 1320-22-000-012; 1320-23-002-001; 1320-23-002-002; 1320-28-
000-003

**CORRECTED GRANT, BARGAIN AND SALE DEED
SUBJECT TO RESERVED EASEMENTS**

THIS INDENTURE, made this 6th day of May, A.D., 2002, between
Dangberg Holdings Nevada, LLC, a Nevada limited liability company and Park
Cattle Co., a Nevada corporation, collectively "Grantor" and Bently Family Limited
Partnership, a Nevada limited partnership, "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 Grantor entered into that certain Agreement for Distribution of Assets
and Dissolution of Dangberg Holdings Nevada, LLC (the "Distribution and
Dissolution Agreement").

Whereas, on February 1, 2002, a Grant, Bargain and Sale Deed Subject to
Reserved Easements by and between Grantor and Grantee was recorded as Document
No. 0533880, Book 202, Pages 505 through 550 in the Official Records of Douglas

0541661

County, Nevada (the "Original Deed") in order to implement and carry out the Distribution and Dissolution Agreement.

Whereas, the Original Deed included certain errors in the legal description of the "Bently Real Property" which legal description is attached to the Original Deed as Exhibit A and in the legal description of the "Park Real Property" which legal description is attached to the Original Deed as Exhibit C.

Whereas, in order to correct the legal description errors in the Original Deed, the following described real property must be included in the legal description of the Bently Real Property and must be deleted from the legal description of the Park Real Property:

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

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 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. APN 1320-20-000-001 and 1320-20-000-008."

Whereas, the Original Deed included incomplete references to two Records of Survey to Support a Boundary Line Adjustment in the legal description of both the Bently Real Property and of the Park Real Property.

Whereas, in order to correct the incomplete references in the Original Deed, all references to "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." must be replaced by a reference to "Record of Survey #1 to Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC recorded on January 18, 2002, Document No. 532717."

Whereas, also in order to correct the incomplete references in the Original Deed, all references to "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." must be replaced by a reference to "Record of Survey #2 to Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC, dated January 18, 2002, Document No. 532719."

Whereas, this "Corrected Grant, Bargain and Sale Deed Subject to Reserved Easements" is executed, acknowledged, delivered and recorded for the purpose of correcting the foregoing errors in legal descriptions and incomplete references.

Whereas, Park Cattle Co. has joined in this "Corrected Grant, Bargain and Sale Deed Subject to Reserved Easements" for purposes of conveying and releasing to Grantee the interest it received, if any, in the real property erroneously included in the legal description of the Park Real Property in the Original Deed.

GRANT OF FEE INTEREST

Subject to the reserved easements 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 is referred to herein as the "Bently Real Property".

TOGETHER WITH, all and singular, the waters and water rights, ditches and ditch rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including without limitation, (i) all improvements attached to the Bently Real Property as of this date, including, without limitation residences, warehouses, hay barns, offices, fences, corrals, loading chutes and scales; (ii) all pumps, piping, sprinkler irrigation pipe, motors, valves, switches, tanks and controls presently being used or required to supply any water to or on the Bently Real Property; (iii) any and all water rights appurtenant to the Bently Real Property, including, without limitation the water rights described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Water Rights"); (iv) all ditch, ditch rights, easements and rights-of-way relating to the use, diversion and delivery of water to the Bently Real Property; (v) the reservoir rights and rights to stored water described on Exhibit "B-1" attached hereto and by this reference incorporated herein; (vi) the rights to reclaimed water described on Exhibit "B-2" attached hereto and by this reference incorporated herein; (vii) the rights to reserved water rights described on Exhibit "B-3" attached hereto and by this reference incorporated herein; (viii) all oil, gas, mineral, sand and gravel and geothermal rights, if any, owned by Grantor with respect to the Bently Real Property; and (ix) all easements and rights pertaining to or appurtenant to the Bently Real Property, whether exclusive or nonexclusive, and whether recorded or prescriptive or otherwise, and whether known or unknown, over, on, under or above the real property of any other person including, without limitation, those described in that certain Agreement and Conveyance of Easements and Water Rights, dated May 10, 1978, between John B. Anderson and Edith Anderson and Nevis Industries, Inc., recorded in the Official Records of Douglas County, Nevada, as Document No. 20648, Book 578, Pages 949 through 1010.

GRANT OF SPECIFIC EASEMENTS

TOGETHER WITH and without limiting the generality of the foregoing the following specific easements:

1. **Agricultural Road Easement.**

A non-exclusive Agricultural Road Easement is granted for the benefit of Bently Real Property on, over, and across a portion of that certain parcel of land situate in the County of Douglas, State of Nevada, more particularly bounded and described in Exhibit "C" attached hereto and by this reference incorporated herein. Said real property described in Exhibit "C" is referred to herein as the "Park Real Property". Said Agricultural Road Easement is sixty feet (60') in width and is more particularly described as beginning at Buckeye Road north to Stockyard Road between the existing power line poles across APNos. 1320-29-000-001 and 13-20-000-006. This Agricultural Road Easement shall terminate and extinguish, if and when the Public Road Easement described in paragraph 2 below is improved and exercised as described therein. This Agricultural Road Easement is to be used for agricultural operations on the Bently Real Property.

2. **Public Road Easement.**

A non-exclusive Public Road Easement is granted for the benefit of the Bently Real Property on, over and across a portion of the "Park Real Property" more particularly described as beginning at Buckeye Road northerly to Stockyard Road, along the westerly boundary of APN Nos. 1320-29-000-001 and 1320-20-000-006. Said Public Road Easement is sixty feet (60') in width. The westerly boundary of said easement shall be the easterly boundary of any existing utility easement, unless the utilities can be relocated to the most westerly utility line, and there is sufficient remaining distance to accommodate other required improvements, in which case the westerly easement boundary shall be the westerly boundary of the utility easement. This Public Road Easement shall include the right to improve, to install utilities, and to dedicate all or a portion of the easement to a public entity for public use in connection therewith and is intended to allow the future development and use of such road as a public road and right of way. This Public Road Easement may only be exercised to accommodate an actual change in use of a portion of or all of the Bently Real Property from agricultural use to another land use. In event that a public road is established in another location and such public road provides substantially the same benefits to the Bently Real Property as would the dedication and improvement of the easement provided for herein, then the dedication and easement rights established herein shall terminate and be extinguished. In the event of a dedication by Grantee of any portion of the road easement described herein to a public entity for public use, the following conditions shall apply:

a. The private Agricultural Road Easement underlying the easement area to be dedicated will be superceded. Provided, however, that an

agricultural road within the overall public road easement may still be maintained or relocated, if feasible. Any agricultural use of the road easement shall be preserved.

b. The dedicated road easement shall be subject to all existing ditch and utility easements.

c. In the event of development of the dedicated road easement by the owner of the dominant tenement, the owner of the servient tenement and the adjacent land, which may receive a benefit, shall not be assessed for any contribution thereto, or for any benefit derived therefrom until such time as a nonagricultural use of that owner's land occurs and depends on or benefits from that road easement.

d. In the event of a dedication of the road easement by the owner of the dominant tenement, a condition thereof shall be the actual installation and completion of the road easement improvements, or the securing thereof by a performance bond or other adequate security in the form typically required by Douglas County on the improvement and dedication of roadway improvements, as a condition to such dedication.

e. A further condition of any dedication shall be the acceptance of the improvements and easements by Douglas County for ownership and future maintenance, or the private provision therefor as is acceptable to Douglas County.

f. No compensation is payable or shall be paid to the owner of the servient tenement in the event that the road easement is improved. The owner of the servient tenement, however, shall be entitled to compensation for damage caused to its adjoining property, if any, by the construction or improvement of the easement.

g. In the event of dedication and improvement of this Public Road Easement as provided herein the existing Heybourne Road Ditch Easement shall be relocated to the east of the Public Road Easement and shall be limited to fifty feet (50') in width. The cost of such ditch relocation shall be borne solely by the party dedicating the public road easement.

3. Ditch Easements. For purposes of the diversion, conveyance, distribution and drainage of water and for inspecting, cleaning, maintaining, operating, repairing and reconstructing ditches, Ditch Easements are granted for the benefit of the Bently Real Property on, over and across portions of Park Real Property. Said Ditch Easements are for the New Upper Virginia Ditch and the Allerman Canal and Virginia Ditch Connection Ditch. The New Upper Virginia Ditch easement is that portion of the existing Virginia Ditch which traverses the Toler Parcel (APN 1220-03-000-004); and (ii) the portion which traverses northerly within Sections 34, 27 and 28, Township 13N, Range 20E MDB&M of the Park Real Property. The Allerman Canal and Virginia Ditch connection traverses the entire Toler Parcel in an east to west direction between the Allerman Canal and the existing

Virginia Ditch. The size of that easement shall be as limited by the size of the Toler Parcel. The connection may be either an open ditch or an underground pipeline.

4. Easement to Make Use of Minden-Gardnerville Sanitation District (MGSD) Reclaimed Water.

For the purposes of constructing, inspecting, cleaning, maintaining, operating and repairing facilities and improvements necessary to make use of MGSD reclaimed water on Bently Real Property an easement, over, on and under the portion of the Park Real Property described in Exhibit D attached hereto and by this reference incorporated herein, is granted for the benefit of the Bently Real Property. In the event a pipeline is placed in said easement, the pipeline shall have at least forty-eight inches (48") of dirt cover. This easement is subject to the provisions of this Deed applicable to all easements.

5. Utility and Reclaimed Water Easement.

For the purposes of the provision of utilities, including without limitation, electric, water, telephone, gas, television, sewer service, and to transport MGSD reclaimed water and for constructing, maintaining, operating, repairing and reconstructing the same, a twenty foot (20') underground easement is granted for the benefit of that certain parcel of property described in Exhibit E attached hereto and by this reference incorporated herein (the "Long Field") under and across that portion of the Park Real Property described in Exhibit F attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto Grantee, and to its successors and assigns forever.

RESERVATION OF EASEMENTS

THIS CONVEYANCE is subject to and there is hereby reserved the following Easements for the benefit of the Park Real Property:

1. Agricultural Road Easement.

A non-exclusive Agricultural Road Easement is reserved for the benefit of the Park Real Property on, over and across a portion of the Bently Real Property. Said Agricultural Road Easement is sixty feet (60') in width, is nonexclusive and is more particularly described as beginning at Heybourne Road westerly along the southerly boundary of APNs 1320-19-000-004 and 002, 1320-20-000-008 and 007 to Highway 395 on the existing agricultural road (said road is referred herein to as the "Pole Line Road"). The southerly edge of said Agricultural Road Easement is the southerly property line of the Bently Real Property. This Agricultural Road Easement shall terminate and extinguish, if and when the Public Road Easement described in paragraph 2 below is improved and exercised as described therein. This Agricultural Road Easement is to be used for agricultural operations on the Park Real Property.

2. Public Road Easement.

A nonexclusive Public Road Easement is reserved for the benefit of the Park Real Property on, over and across the portion of the Bently Real Property more particularly described as beginning at Heybourne Road westerly along the southerly boundary of APNs 1320-19-000-004 and 002, 1320-20-000-008 and 007 to Highway 395 on the existing agricultural road. Said Public Road Easement is sixty feet (60') in width. The south boundary of said easement shall be the north boundary of any existing utility easement, unless the said boundary of said utility easement is the south property line of the Bently Real Property in which case the south boundary of said easement shall be the south property line of the Bently Real Property. This Public Road Easement shall include the right to improve, to install utilities, and to dedicate all or a portion of the easement to a public entity for public use in connection therewith and is intended to allow the future development and use of such road as a public road and right of way. This Public Road Easement may only be exercised to accommodate an actual change in use of a portion of or all of the Park Real Property from agricultural use to another land use. In event that a public road is established in another location and such public road provides substantially the same benefits to the Park Real Property as would the dedication and improvement of the easement provided for herein, then the dedication and easement rights established herein shall terminate and be extinguished. In the event of a dedication by the owner of the Park Real Property of any portion of the road easement described herein to a public entity for public use, the following conditions shall apply:

- a. The private Agricultural Road Easement underlying the easement area to be dedicated will be superceded. Provided, however, that an agricultural road within the overall public road easement may still be maintained or relocated, if feasible. Any agricultural use of the road easement shall be preserved.
- b. The dedicated road easement shall be subject to all existing ditch and utility easements.
- c. In the event of development of the dedicated road easement by the owner of the dominant tenement, the owner of the servient tenement and the adjacent land, which may receive a benefit, shall not be assessed for any contribution thereto, or for any benefit derived therefrom until such time as a nonagricultural use of that owner's land occurs and depends on or benefits from that road easement.
- d. In the event of a dedication of the road easement by the owner of the dominant tenement, a condition thereof shall be the actual installation and completion of the road easement improvements, or the securing thereof by a performance bond or other adequate security in the form typically required by Douglas County on the improvement and dedication of roadway improvements, as a condition to such dedication.

e. A further condition of any dedication shall be the acceptance of the improvements and easements by Douglas County for ownership and future maintenance, or the private provision therefor as is acceptable to Douglas County.

f. No compensation is payable or shall be paid to the owner of the servient tenement in the event that the road easement is improved. The owner of the servient tenement, however, shall be entitled to compensation for damage caused to its adjoining property, if any, by the construction or improvement of the easement.

g. In the event of dedication and improvement of this Public Road Easement as provided herein the Pole Line Road Ditch Easement referenced in paragraph 3 below shall be relocated and to the north of the Public Road Easement and shall be limited to fifty feet (50') in width. The cost of such ditch relocation shall be borne solely by the party dedicating the Public Road Easement.

3. **Ditch Easements.** For purposes of the diversion, conveyance, distribution and drainage of water and for inspecting, cleaning, maintaining, operating, repairing and reconstructing the same, a Ditch Easement is reserved for the benefit of the Park Real Property on, over and across a portion of the Bently Real Property described as beginning at the Virginia Ditch on the Park Real Property and running west along the south boundary of Sections 21 and 20, Township 13 North, Range 20 East, M.D. B. & M. where it enters the Bently Real Property and runs west along the south boundary of Sections 20 and 19, Township 13 North, Range 20 East, M.D.B. & M., to and under U.S. Highway 395 North (said Ditch Easement is referred to as the "Pole Line Road Ditch"). The size of the easement area shall be limited by the size of the Pole Line Road Agricultural Easement, and shall be wholly contained therein. Beginning June 1, 2002, the Pole Line Road Ditch shall be exclusively for the benefit of the Park Real Property. Until June 1, 2002, the owner of the Bently Real Property shall have a license to use the portion of the Pole Line Road Ditch on the Park Real Property and may also continue to use the portion of the Pole Line Road Ditch on the Bently Real Property. After such time, the owner of the Park Real Property shall have the exclusive use of the Pole Line Road Ditch Easement and the portion of the Pole Line Road Ditch on the Park Real Property.

4. **Easement to Make Use of Douglas District County Sewer Improvement District (DCSID) Reclaimed Water.**

For the purpose of constructing, inspecting, cleaning, maintaining, operating and repairing facilities and improvements necessary to make use of DCSID reclaimed water on the Park Real Property, an easement over, on and under the Bently Real Property is reserved for the benefit of the Park Real Property subject to the following terms and conditions:

a. **Required Consent.** No facilities may be constructed without the prior written consent of the record owner of the portion Bently Real Property affected, and the submission to and approval by that record owner, of a reasonably detailed plan for the construction of proposed facilities, which consent and approval may not be unreasonably withheld;

b. **Construction Plans.** Such plans for construction of improvements within the easement shall provide, without limitation: (1) that any facilities shall be designed, located, constructed and maintainable in such a manner as to reasonably minimize any interference with the use of the Bently Real Property by the record owner; (2) that construction of facilities shall be performed in such a manner so as to minimize the disturbance of land other than that on which facilities are to be located; (3) the period during which construction of facilities on the Bently Real Property shall occur, which period shall not, in each instance, be in excess of 120 days; (4) a description of all licenses, permits and other governmental approvals required by law to be obtained in connection with any facilities to be constructed on the Bently Real Property; and (5) such other provisions as the record owner may reasonably request.

c. **Other Provisions.** The provisions of this Deed applicable to all easements shall apply to this easement; and

d. **Completion.** Promptly after the construction of such facilities, the owner of the Park Real Property, its successors and assigns, shall prepare a legal description of the easement and submit such description to the record owner of portion of the Bently Real Property affected for its approval. If that record owner approves of such legal description, the owner of the Park Real Property, its successors and assigns, shall cause such legal description to be recorded in the records of Douglas County, Nevada and such easement shall be limited to the area contained in that description.

PROVISIONS APPLICABLE TO GRANTED AND RESERVED EASEMENTS

A. Ditch Easements.

The following provisions apply to all Ditch Easements granted and reserved herein:

1. **Easement Area.** The Easement Area for each Ditch Easement provided for in this Deed 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').

B. Provisions Applicable to Agricultural Road Easements.

Agricultural Road Easements granted and reserved herein are and will continue to be agricultural roads used in connection with agricultural operations, and will include such agricultural use. The maintenance thereof will be undertaken from time to time as needed. The use of such roads for ingress to and egress from horse shows and equestrian events is an allowed agricultural use.

C. Provisions Applicable to All Easements.

The following provisions apply to all easements granted or reserved herein:

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

RESTRICTIVE COVENANTS

Covenant Regarding Set Back and Buffer Zone Required for Spray Application of Reclaimed Water for Irrigation.

To the extent allowed by applicable law, the set back and buffer zone required in NAC § 445A.276 as said regulation may be amended from time to time shall not apply for the benefit of any Bently Real Property adjacent to any Park Real Property or for the benefit of any Park Real Property adjacent to any Bently Real Property, to the extent that such adjacent real property is used for agricultural purposes and has a right to be irrigated with water subject to the requirements of NAC § 445A.276, as said regulation be amended from time to time ("Reclaimed Water"). Provided, however, that if an owner of property burdened by this covenant requests that an

owner of property benefited by this covenant, limit or relocate the use of Reclaimed Water, the owner to whom the request is made will reasonably consider such relocation if the land which is being irrigated with Reclaimed Water may be irrigated with water from other sources which provide a water supply equal to or better than the supply provided by the Reclaimed Water, or other mitigating factors are present. This covenant is for the benefit of the portion of the Park Real Property adjacent to the Bently Real Property and burdens the Bently Real Property adjacent to the Park Real Property and is for the benefit of the portion of the Bently Real Property adjacent to the Park Real Property and burdens the Park Real Property adjacent to the Bently Real Property and is a covenant running with said land.

Covenant Regarding Heybourne Road-V&T Right of Way.

No portion of Heybourne Road and the former V&T Right of Way which are shown on the 1996 Douglas County Transportation Plan as a transportation corridor within the Bently Real Property shall have any permanent improvements located therein. This covenant is for the benefit of the Park Real Property and is a covenant running with the land.

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

PARK CATTLE CO.

By:



Bruce Park, President

DANGBERG HOLDINGS NEVADA, LLC

MEMBER: Park Cattle Co., a Nevada corporation

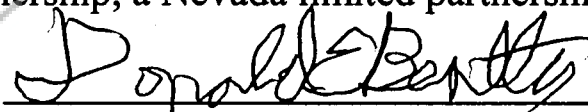
By:



Bruce Park, President

MEMBER: Bently Family Limited Partnership, a Nevada limited partnership

By:



Donald E. Bently, General Partner

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On the 3rd day of May, 2002, before me personally appeared Bruce Park, as President of Park Cattle Co., 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

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On the 6th of May, 2002, before me personally appeared Donald E. Bently, as General Partner of Bently Family Limited Partnership, 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
BENTLY PORTION

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

TOWNSHIP 13 NORTH, RANGE 20 EAST, MDM:

Sections 15 and 22: The East one-half of the Southeast one-quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 15 and the East one-half of the Northeast one-quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 22, Township 13 North, Range 20 East, MDB&M. Reference is made to that Land Division Map recorded November 29, 1979, in Book 1179 of Official Records, Page 1599, Douglas County, Nevada, 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 in Deed recorded November 2, 1983, in Book 1183, Page 229, Document No. 90386 of the Douglas County Recorder's Office, said parcel being shown on Record of Survey for John B. and Edith Anderson, Document No. 90543 of the Douglas County Recorder's Office.

Further excepting 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, MDB&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 land 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, MDB&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.

APN's 1320-15-000-012 and 013

APN's 1320-22-000-004 and 005

Sections 15, 16, 21 and 22: A parcel of land located within portions of Sections 15, 16, 21 and 22, Township 13 North, Range 20 East, MDB&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, MDB&M, from which the East ¼ 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 ¼ 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 ¼ of the Northwest ¼ of said Section 21; thence North 0°12'29" East, 2,645.28 feet to the Northwest corner of the Northeast ¼ of the Northwest ¼ of said Section 21; thence North 0°35'50" East, 1,322.58 feet to the Northwest corner of the Southeast ¼ of the Southwest ¼ of said Section 16; thence South 89°37'54" East, 2,651.31 feet to the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 16; thence North 0°38'23" East, 1,323.57 feet to the Northwest corner of the Northeast ¼ of the Southeast ¼ of said Section 16; thence North 0°37'53" East, 1,323.91 feet to the Northwest corner of the Southeast ¼ of the Northeast ¼ of said Section 16; thence South 89°40'15" East, 1,326.94 feet to the Northeast corner of the Southeast ¼ of the Northeast ¼ of said Section 16; thence South 0°38'23" West, 1,324.52 feet to the ¼ 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, MDB&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.

APN's 1320-15-000-009 thru 011
APN's 1320-15-000-014 thru 016
APN's 1320-16-000-003
APN's 1320-16-000-007 thru 010
APN's 1320-21-000-002 thru 007
APN's 1320-22-000-001 thru 003
APN's 1320-22-000-006 thru 008

Section 16: West one-half of the Southwest one-quarter ($W\frac{1}{2}SW\frac{1}{4}$),
excepting therefrom that parcel conveyed to Douglas County by Deed recorded
on December 13, 1988 in Book 1288, Page 1828, as Document No. 192602.

APN 1320-16-000-011

Section 17: South one-half ($S\frac{1}{2}$),
Excepting therefrom that parcel conveyed to Douglas County by Deed recorded
on December 13, 1988, in Book 1288, Page 1828, as Document No. 192602. And further
excepting therefrom that portion of Lot 10 lying within the Southwest one-quarter of the
Southwest one-quarter ($SW\frac{1}{4}SW\frac{1}{4}$) as shown on the Land Division Map for John B.
Anderson #2, Document No. 25700 of the Douglas County Recorder's Office.

APN's 1320-17-000-003 thru 006

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: East one-half ($E\frac{1}{2}$),
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 those portions conveyed to Fred A. Thaheld and wife
by Deeds: in Book C-1 of Deeds, Page 368 of the Douglas County Recorder's Office; and
recorded October 2, 1978 in Book 1078, Page 6, Document N. 25848 of the Douglas
County Recorder's Office.

further excepting 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 1320-18-000-003

APN 1320-18-000-004

APN 1320-18-000-005

Section 19: East one-half ($E\frac{1}{2}$),
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.

APN 1320-19-000-001 through 004

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, Parcel 19 as shown on the Record of Survey for Carson Valley Land Co., Document No. 142012 of the Douglas County Recorder's Office, and those certain lots as shown on the Record of Survey #1 to Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC, recorded on January 18, 2002, Document No. 532717.

New Parcel 14:

A parcel of land located within the West one-half of the Northeast one-quarter of Section 20, 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 20 as calculated from the Record of Survey for John B. Anderson and Edith Anderson, Document No. 79278 of the Douglas County Recorder's Office, said point bears N. 71°05'45" W., 8366.35 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. 89°26'31" E., along the North line of said Section 20, 1312.50 feet to the Northeast corner of the West one-half of the Northeast quarter thereof; thence S. 00°22'40" W., along the East line of said West one-half, 2643.51 feet to the Southeast corner thereof; thence N. 89°25'11" W., along the South line of said West one-half, 1320.24 feet to the Southwest corner of thereof; thence N. 00°32'44" E., along the West line of said West one-half, 2642.99 feet to the POINT OF BEGINNING. Containing 79.878 acres more or less.

New Parcel 15:

A parcel of land located within the East one-half of the Northeast one-quarter of Section 20, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at the Northeast 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. 63°05'25" W., 5932.59 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 East one-quarter corner thereof; thence N. 89°25'11" W., along the South line of the North one-half of said Section 20, 1320.24 feet to the Southwest corner of said East one-half; thence N. 00°22'40" E., along the West line of said East one-half, 2643.51 feet to the Northwesterly corner of said East one-half; thence S. 89°26'31" E., along the North line of said East one-half, 1312.50 feet to the POINT OF BEGINNING. Containing 79.893 acres more or less.

New Parcel 20:

A parcel of land located within the South 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 Northerly line of Parcel 20 as shown on the Record of Survey for Carson Valley Land Company, Document No. 142012 of the Douglas County Recorder's Office, said point bears S. 87°42'12" W., 7924.34 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°49'23" W., 2249.90 feet to a point on the South line of said Section 20; thence N. 89°13'19" W., along said South line, 15.06 feet; thence N. 89°31'55" W., along said Southerly line, 1308.71 feet to the Southwesterly corner of said Parcel 20; thence N. 01°14'01" E., along the Westerly line of said Parcel 20, 2247.50 feet to the Northwesterly corner thereof; thence S. 89°38'25" E., along the Northerly line of said Parcel 20, 1307.68 feet to the POINT OF BEGINNING. Containing 67.916 acres more or less.

APN 1320-20-000-001
APN 1320-20-000-002
APN 1320-20-000-003
APN 1320-20-000-006
APN 1320-20-000-007
APN 1320-20-000-008

Section 21: West one-half of the Northwest one-quarter ($W\frac{1}{2}NW\frac{1}{4}$); East one-half of the Southeast one-quarter ($E\frac{1}{2}SE\frac{1}{4}$); and that certain lot as shown on the Record of Survey #2 to Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC, dated Janusry 18, 2002, Document No. 532719, being more particularly described as follows:

New Parcel 25:

A parcel of land located within a portion of the South one-half of Section 21, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at the South one-quarter corner of Section 21 as calculated from 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°21'46" W., 3737.48 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, 84.59 feet; thence N. 00°14'20" E., 2646.43 feet to a point on the South line of the North one-half of said Section 21; thence S. 89°33'26" E., along said South line of the North one-half, 1408.09 feet to the Northeast corner of the West one-half of the Southeast one-quarter of said Section 21; thence S. 00°12'14" W., along said the East line of Parcel 25 as shown on the Land Division Map for John B. Anderson, Document No. 25700 of the Douglas County Recorder's Office, 2647.74 feet to the Southeast corner thereof; thence N. 89°30'15" W., along the South line of said West one-half, 1325.12 feet to the POINT OF BEGINNING. Containing 85.616 acres more or less.

APN 1320-21-000-001
APN's 1320-21-000-008 and 009

Section 22: South one-half (S½).

APN's 1320-22-000-009 through 012

Section 23: West one-half of the Southwest one-quarter (W½SW¼).

APN 1320-23-002-001

Sections 23 and 26: A parcel of land located within portions of the West ½ of the East ½ of the Southwest ¼ of Section 23, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, and the Northeast ¼ of the Northwest ¼ of Section 26, Township 13 North, Range 20 East, MDB&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 ¼ corner of said Section 23 bears North 89°08'06" West 1327.04 feet; thence South 89°08'06" East 342.22 feet; thence South 0°27'47" West 1206.73 feet; thence South 0°28'42" West 673.12 feet; thence South 0°11'02" West 508.81 feet; thence South 6°17'18" West 253.40 feet; thence North 89°12'40" West 8.52 feet; thence South 22°01'28" West 484.02 feet; thence South 17°13'12" East, 684.24 feet; thence South 8°56'31" West, 229.55 feet; thence North 89°09'24" West 296.36 feet; thence North 0°44'50" East, 1320.74 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 thereto, as shown in Deed to Stock Petroleum Co., Inc., in Document recorded March 13, 1980 in Book 380, Page 1315, Document No. 42677.

APN 1320-23-002-002

Section 26: Northwest one-quarter of the Northwest one-quarter (NW¼NW¼).

APN 1320-23-002-001

Section 27: All,

excepting therefrom that portion of land in the West one-half of the Southwest one-quarter (W½SW¼) which lies westerly of the New Virginia Ditch. And 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 the Douglas County Recorder's Office. Further excepting therefrom Parcels B-1, B-2, B-3 and B-4 as shown on the Parcel Map for Gary Peterson, Document No. 85517 of the Douglas County Recorder's Office. Further excepting therefrom 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 the Douglas County Recorder's Office. 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, Document No. 172069 of the Douglas County Recorder's Office. 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.

APN 1320-22-000-009
APN 1320-22-000-010
APN 1320-22-000-011
APN 1320-22-000-012

Section 28: That certain lot as shown on the Record of Survey #2 to Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC, dated January 18, 2002, Document No. 532719, being more particularly described as follows:

New Parcel 36:

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 Northeast corner of said Section 28 as shown on the Record of Survey to Support a Lot Line Adjustment for Bently Nevada Corporation, Document No. 172069 of the Douglas County Recorder's Office, said point bears S. 00°12'07" W., 2648.96 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. 00°45'15" W., along the East line of said Section 28, 1007.91 feet to a point on the East line of Lot 36 as shown on said Record of Survey for Bently Nevada Corporation; thence N. 89°51'40" W., along said East line, 62.09 feet; thence S. 00°22'39" W., continuing along said East line, 1613.92 feet; thence N. 89°29'43" W., along the South line of said Lot 36, 1088.17 feet; thence N. 43°06'43" W., 263.40 feet to a point on the West line of the East one-half of said Northeast one-quarter; thence N. 00°41'06" E., along said West line, 1482.43 feet; thence N. 89°30'58" W., 58.80 feet; thence N. 00°29'02" E., 948.90 feet to a point on the North line of said Section 28; thence S. 89°30'15" E., along said North line, 1387.25 feet to the POINT OF BEGINNING. Containing 78.485 acres more or less.

APN 1320-28-000-003

TOWNSHIP 14 NORTH, RANGE 20 EAST, MDM:

Section 8: The Southwest one-quarter of the Southeast one-quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$); the South one-half of the Northwest one-quarter of the Southeast one-quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$); the Northeast one-quarter of the Northwest one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$); those portions of the Northeast one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) lying Wasterly 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 O of Deeds, Page 80 to the State of Nevada.

APN 1420-08-701-001

Section 17: The Northeast one-quarter (NE $\frac{1}{4}$); the East one-half of the Northeast one-quarter of the Northwest one-quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$); the South one-half of the South one-half (S $\frac{1}{2}$ S $\frac{1}{2}$); the North one-half of the Southeast one-quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$); the East one-half of the Southwest one-quarter of the Northwest one-quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$); the Southeast one-quarter of the Northwest one-quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); the Southwest one-quarter of the Northwest one-quarter of the Southwest one-quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$); the East one-half of the Northwest one-quarter of the Southwest one-quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$); and the Northeast one-quarter of the Southwest one-quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$).

APN 1420-00-001-001
APN 1420-00-001-002
APN 1420-00-001-003
APN 1420-00-001-004
APN 1420-00-001-005
APN 1420-08-701-001

Section 18: The Southwest one-quarter of the Southeast one-quarter of the Southeast one-quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$); the Northeast one-quarter of the Southeast one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$); the Southeast one-quarter of the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$).

APN 1420-00-001-002

Section 19: Northeast one-quarter of the Northeast one-quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$); South one-half of the Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$); South one-half of the East one-half (S $\frac{1}{2}$ E $\frac{1}{2}$).

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

APN 1420-00-001-002
APN 1420-00-002-003
APN 1420-00-002-004
APN 1420-00-002-005
APN 1420-00-002-007
APN 1420-00-002-008
APN 1420-00-002-009
APN 1420-00-002-010

Section 20: All, except the South one-half of the Southeast one-quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$).

APN's 1420-00-002-007 thru 010

Section 21: South one-half of the Southwest one-quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$).

APN 1420-00-002-014

Section 29: Northwest one-quarter (NW $\frac{1}{4}$).

APN 1420-29-001-001
APN 1420-29-001-002

Section 30: Northeast one-quarter (NE $\frac{1}{4}$).

APN 1420-29-001-001
APN 1420-29-001-002
APN 1420-00-002-006

EXCEPTING FROM SECTIONS 16, 17, 20, and 21 above those portions conveyed to the Incline Village General Improvement District by Deed recorded December 30, 1982 in Book 1282, Page 2080, Document No. 74584 of the Douglas County Recorder's Office.

EXCEPTING FROM SECTIONS 17, 18, 19, and 30 above any portion lying within the high water mark of the Carson River.

EXCEPTING FROM THE ABOVE 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 the Douglas County Recorder's Office.

PREPARED BY:

Darryl M. Harris, PLS 6497
Resource Concepts, Inc.
340 North Minnesota Street
Carson City, Nevada 89703
(775) 883-1600

EXHIBIT B

**TABULATION OF SURFACE WATER RIGHTS
DISTRIBUTED TO BENTLY**

**BASED ON ACREAGES SHOWN ON NEVADA DIVISION OF WATER RESOURCES
DRAWING NOS. CR-019, CR-021, CR-031 AND CR-042**

| PROPERTY DESCRIPTION | ALPINE DECREE CLAIM NO. | CHANGE PERMIT NO. | PRIORITY | WATER RIGHT ACRES |
|-----------------------|-------------------------|----------------------------------|----------|----------------------|
| Headquarters | 83 | | 1877 | 2.52 ¹ |
| | 91 | | 1895 | 683.375 |
| | 92 (84) | Application 67871 | 1895 | 192.42 ¹ |
| | 93 | Application 67872 | | 6.24 ² |
| | 95 | Application 67873 | 1865 | 473.295 ³ |
| | 97 | | 1894 | 234.835 ⁴ |
| | 100 | | 1895 | 156 |
| | 100 | 46528 & 46529 | 1895 | 200 |
| Old Highway Rest Stop | 426 | | 1885 | 1.32 ⁵ |
| Headquarters | 427 | 46520 46521 46522 46523 | 1860 | 290 |

¹Based on Record of Survey #2 To Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC – Document No. 532719.

²Application 67872 includes changing 5.0 acres under the School Site and 1.24 acres shown on Record of Survey #1 To Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC – Document No. 532717

³Splits 12.97 acres under U.S. 395 evenly between Bently and Park

⁴Based on information presently under review by the Division of Water Resources and the Carson River Decree and splitting 14.21 acres under U.S. 395 evenly between Bently and Park

⁵Claim 426 has 6.30 acres of land in the Decree and 2.64 acres on Drawing CR-042, split evenly between Bently and Park

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**TABULATION OF SURFACE WATER RIGHTS
DISTRIBUTED TO BENTLY
(CONTINUED)**

| PROPERTY DESCRIPTION | ALPINE DECREE CLAIM NO. | CHANGE PERMIT NO. | PRIORITY | WATER RIGHTS ACRES |
|----------------------|-------------------------|-------------------|----------|--------------------|
| Headquarters | 428 | 46524 | 1858 | 2.11 |
| | 428 | | 1858 | 41 ⁶ |
| Kirman | 681 | 63141 | 1860 | 120 |
| Headquarters | 682 | 46525 | 1862 | 130 |
| | 683 | 46526 | 1863 | 115 |
| | 684 | 46527 | 1865 | 135 |
| | 685 | 46530 | 1871 | 218.8 |
| | 227 | 46519 | 1858 | 58 |
| Seeps & Springs | N/A | 44678-44686 | 1981 | 680 |
| Saratoga Hot Springs | N/A | 62297 | 1980 | N/A |

⁶One-half of the area under the MGSD sewer ponds

0541661

BK0502PG02378

**TABULATION OF GROUNDWATER IRRIGATION WATER RIGHTS
DISTRIBUTED TO BENTLY**

| Unit | Claim or Permit | Location of POD | Priority | Total Acres | Acres this Unit | Portion of Rate Owned |
|--------------|--|-----------------|----------|--------------------------|------------------|-----------------------|
| Headquarters | 04659 | Bently | 1928 | 1240 | 840 ⁷ | 68% |
| | 43782/43783 Certificate 12476 & 12477 | Park | 1947 | 311.42 | 311.42 | 100% |
| | 55356 | Bently | 1928 | 4600/1300 ⁸ | 3285/928 | 71.4% |
| | 55336 | Park | 1947 | 1840 ⁹ /190.7 | 240/27 | 14% |
| | 52094/52095 | Park | 1928 | 1760 ¹⁰ / 920 | 240/133 | 14% |

⁷ Includes 145.2 Acres of Non- Supplemental Ground Water

⁸ All of the Non-Supplemental Groundwater under 55356 (103.4 AC) are included in the Non-Supplemental Groundwater under 04659. The acreage calculations give 5.0 acres to Bently and 5.0 acres to Park from the school site.

⁹ There are approximately 100 acres which are shown as a place of use which are not DHN land; calculations disregard these acres.

¹⁰ There are approximately 100 acres which are shown as a place of use which are not DHN land; calculations disregard these areas. All of the Non-Supplemental Groundwater under 52094 and 52095 are included in the Non-Supplemental Groundwater under 04569.

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**TABULATION OF GROUNDWATER STOCKWATER & DOMESTIC RIGHTS
DISTRIBUTED TO BENTLY**

| Unit | Claim or Permit | Priority | Cattle | Sheep | Horses |
|--------------|-----------------|----------|-----------|-------------|--------|
| Headquarters | 04703 | 1910 | 700-1,000 | 2,000-3,000 | 50-100 |
| | 04704 | 1910 | 700-1,000 | 2,000-3,000 | 50-100 |
| | 04705 | 1910 | Domestic | | |
| | 20531 | 1962 | 1,000 | N/A | N/A |
| | 20532 | 1962 | 1,000 | N/A | N/A |
| | 20533 | 1962 | 4,000 | 3,500 | N/A |
| | 20534 | 1962 | 4,000 | 3,500 | N/A |
| | 20535 | 1962 | 4,000 | 3,500 | N/A |
| | 20536 | 1962 | 4,000 | 3,500 | N/A |
| | 20537 | 1962 | 4,000 | 3,500 | N/A |
| | 20538 | 1962 | 4,000 | 3,500 | N/A |
| | 20539 | 1962 | 4,000 | 3,500 | N/A |

0541661

BK0502PG02380

Exhibit "B-1"
Reservoir Rights and Stored Water Rights
Bently Deed

Reservoir Rights

The right to the exclusive use of all storage capacity in that certain reservoir generally known as Allerman Reservoir No. 4, the right to transport water through that certain reservoir generally known as Allerman Reservoir No. 4, and the use of related and necessary ditches and facilities required for the use of the water rights adjudicated in Alpine Decree Claim Nos. 815 and 816 described below.

Stored Water Rights

Those certain rights to stored water adjudicated in that certain Final Decree entered October 28, 1980, in "United States of America, Plaintiff v. Alpine Land and Reservoir Co., et al., Defendants," in the United States District Court for the District of Nevada, Civil No. D-183-BRT, more particularly described as follows:

| Alpine Decree Claim No. | Priority | Acre Feet |
|---|-----------------|------------------|
| 815, including Nevada State Engineer Permit No. 65075 | 1905 | 415.5 |
| 816, including Nevada State Engineer Permit No. 65075 | 1877 | 125.0 |
| 808 | 1923 | 724 |
| 808a | 1892 | 100 |

C:\WP\PCC\0178\Exhibit B-1 Bently Deed.1.doc

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BK0502PG02381

Exhibit "B-2"
Rights to Reclaimed Water
Bently Deed

Reclaimed Water of the Minden-Gardnerville Sanitation District

One fourth ($\frac{1}{4}$) of the reclaimed water available on an annual non-cumulative basis under Nevada State Engineer Application Nos. 29931, 30351 and 30351-S-1 together with the right to change the place of use of reclaimed water under Nevada State Engineer Application No. 30351-S-1.

Reclaimed Water of the Douglas County Sewer Improvement District No. 1

One-half ($\frac{1}{2}$) of the reclaimed water available on an annual non-cumulative basis under Nevada State Engineer Permit No. 26325-S-7, together with the right to change the place of use thereof.

C:\WP\PCC\0178\Exhibit B-2.Bently Deed.doc

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BK0502PG02382

Exhibit "B-3"
Rights to Reserved Water Rights
Bently Deed

Minden Elementary School Site

One-half (1/2) of the surface water rights and underground water rights reserved in that certain deed dated June 16, 1995, recorded in the Official Records of Douglas County, Nevada, Document No. 364422, Book 0695, Pages 2992-2993.

Minden Gardnerville Sanitation District Pond Site

One-half (1/2) of the surface water rights reserved in that certain deed dated June 18, 1985, recorded in the Official Records of Douglas County, Nevada as Document No. 120662, Book 785, Pages 2184-2190.

Minden Rest Area

One-half (1/2) of the surface water rights reserved appurtenant to land containing a former rest area in Minden, Nevada, and now within the Nevada Department of Transportation U.S. Highway 395 right-of-way, said reserved surface water rights being a portion of Alpine Decree Claim No. 426, with a priority of 1885, and appurtenant to two and sixty-four hundredths (2.64) acres.

C:\WP\PCC\0178\Exhibit B-3.Bently Deed.doc

0541661

8K0502PG02383

**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 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 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 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

APN 1320-19-000-005

APN 1320-19-000-006

APN 1320-19-000-008

APN 1320-19-000-007

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 Lot 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 South line of the North one-half, 1172.38 feet to the POINT OF BEGINNING. Containing 77.367 acres 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 Lot 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 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 South one-half of the Southwest one-quarter (S½SW¼) 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 Lot 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

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 (W¹/₂),

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 (SW¹/₄) 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 $26^{\circ}35'$ East, 53.51 feet from the Town Monument; thence continuing North $26^{\circ}35'$ East 137.49 feet to a point; thence South $63^{\circ}25'$ 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 $5^{\circ}36'$ West, on a radius of 293.42 feet a distance of 170.51 feet; thence South $31^{\circ}36'$ East a distance of 200.00 feet to a point; thence South $31^{\circ}22'$ 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 $89^{\circ}57'$ 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 $54^{\circ}05'$ West, 328.80 feet; thence North $46^{\circ}12'$ West, 429.50 feet; thence North $0^{\circ}19'$ West 1159 feet; thence South $89^{\circ}36'$ 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 $89^{\circ}32'$ West 176.23 feet; thence North $31^{\circ}22'$ 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 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
(775) 883-1600

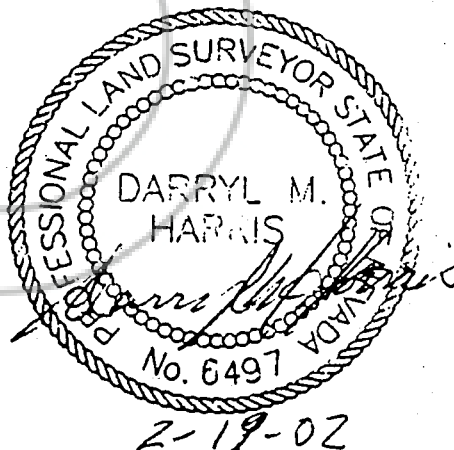


Exhibit D

**DANGBERG HOLDINGS LLC
WATER LINE & UTILITY EASEMENT TO MGSD
LEGAL DESCRIPTION**

January 15, 2002

A strip of land 20 feet wide within the West one-half of Section 19, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada, being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of U.S. Highway 395 which bears N. 43°15'50" E., 3584.08 feet from the Southwest corner of said Section 19 as shown on the Record of Survey for Slash Bar H Investments, Document No.357502 of the Douglas County Recorder's Office;

thence N. 89°25'53" W., along the Northerly line of poles of an existing double power pole line, 2400.21 feet;

thence S. 00°47'21" W., parallel to the West line of said Section 19, 87.39 feet;

thence N. 89°12'39" W., 20.00 feet to a point on said West line;

thence N. 00°47'21" E., along said West line, 107.32 feet;

thence S. 89°25'53" E., 2420.06 feet to a point on said Westerly right-of-way line of U.S. Highway 395;

thence S. 00°21'06" W., along said Westerly right-of-way line, 20.00 feet to the POINT OF BEGINNING.

Containing 1.151 acres more or less.

Basis of Bearing

The centerline of the South bound lane of U.S. Highway 395 as shown on the Record of Survey for Slash Bar H Investments, Document No.357502 of the Douglas County Recorder's Office, (N. 0°59'43" E.).

PPREPARED BY:

Darryl M. Harris, P.L.S. #6497
Resource Concepts, Inc.
P.O. Box 11796
Zephyr Cove, NV 89448
775 589-6001



0541661

BK 0502 PG 02394

Exhibit E

LONG FIELD LEGAL DESCRIPTION

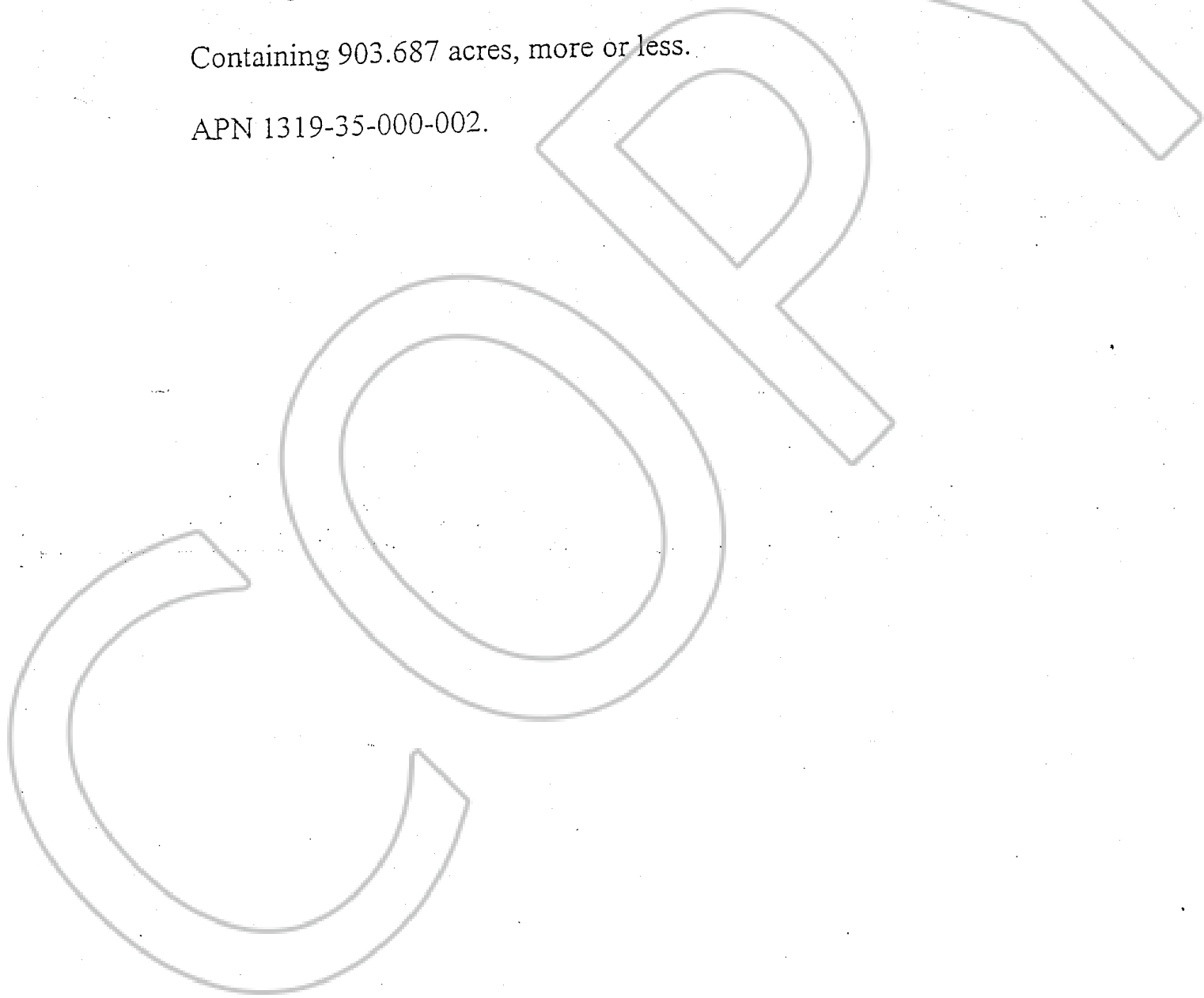
Real property in the County of Douglas, State of Nevada, and specifically described as:

A parcel of land located in a portion of Sections 23, 25, 26, 35 and 36, Township 13 North, Range 19 East, M.D.B.&M., more particularly described as follows:

Parcel 1 of the Land Division Map for H.F. Dangberg Land and Livestock Co. recorded in the official records of the County Recorder of Douglas County, Nevada, on 30 March 1978 in Book 378, Page 1914, as Document No. 19093.

Containing 903.687 acres, more or less.

APN 1319-35-000-002.



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BK0502PG02395

Exhibit F

DANGBERG HOLDINGS LLC WATER LINE & UTILITY EASEMENT MULLER LANE LEGAL DESCRIPTION

January 15, 2002

A strip of land 20 feet wide within the Southeast one-quarter of Section 23 & the South one-half of Section 24, Township 13 North, Range 19 East, M.D.M., Douglas County, Nevada, being more particularly described as follows:

Beginning at a point on the Southerly right-of-way line of Muller Lane which bears N. $67^{\circ}45'06''$ W., 2100.91 feet from the Southeast corner of said Section 24 as shown on the Record of Survey for Slash Bar H Investments, Document No. 357502 of the Douglas County Recorder's Office. Said point also being approximately 30 feet Easterly of the Southwest corner of the Minden-Gardnerville Sanitation District effluent reservoir fence if projected Southerly across Muller Lane;

thence S. $00^{\circ}24'06''$ W., at right angles to the Southerly right-of-way line of Muller Lane, 40.00 feet;

thence N. $89^{\circ}35'54''$ W., parallel to said Southerly right-of-way line of Muller Lane, 5341 feet more or less to the Easterly line of a 904 acre parcel known as the Long-Field property and described in deed, Document #425438.

thence N. $32^{\circ}08'01''$ W., along said Easterly line, 23.72 feet to the Southerly line of the DCSID easement as recorded in Document # 252084;

thence S. $89^{\circ}35'54''$ E., parallel to said Southerly right-of-way line of Muller Lane and said DCSID easement, 5314 feet more or less;

thence N. $00^{\circ}24'06''$ E., at right angles to the Southerly right-of-way line of Muller Lane, 20.00 feet to a point on said Southerly line;

thence S. $89^{\circ}35'54''$ E., along said Southerly right-of-way line of Muller Lane, 39.51 feet to the POINT OF BEGINNING.

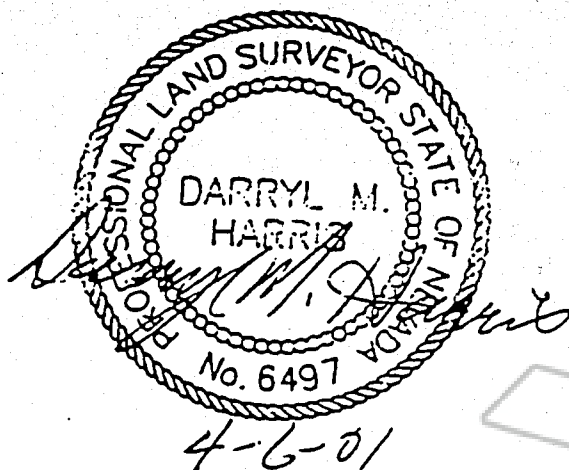
Containing 2.47 acres more or less.

Basis of Bearing

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BK0502PG02396

The centerline of the South bound lane of U.S. Highway 395 as shown on the Record of Survey for Slash Bar H Investments, Document No.357502 of the Douglas County Recorder's Office, (N. 0°59'43" E.).



COPY

REQUESTED BY
Brooke + Shaw
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 MAY -8 AM 11: 53

LINDA SLATER
RECORDER

\$ 59⁰⁰ PAID *Bh* DEPUTY

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