After recording, return to:
LITTLE MONDEAUX LIMOUSIN CORPORATION
P.O. Box 586
Genoa, Nevada 89411

APN: 1<u>419-35-001-003</u>

1419-35-001-002 1419-26-002-004 1319-02-000-007 1319-02-000-004 1419-00-002-036

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made this _____ day of September, 2002 by Little Mondeaux Limousin Corp, a Nevada Corporation ("Grantor") in favor of Douglas County, a political subdivision of the State of Nevada ("Grantee").

PREAMBLE

- A. Grantor is the sole owner in fee simple of certain real property in Douglas County, Nevada, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Protected Property").
- B. It is the purpose of the conservation easement (hereby "Conservation Easement") to provide a significant public benefit by protecting and preserving in perpetuity the highly scenic and open view across the Protected Property, enjoyed by the general public who travel along Jacks Valley Road and Genoa Lane, and to preserve the traditional and scenic rural and agrarian character of the Protected Property, in accordance with the governmental policies of Douglas County, Nevada, delineated in its 1996 master plan, namely to preserve scenic and agricultural lands.
- C. Grantor intends that the conservation values of the Protected Property be preserved and maintained by the continuation of the current agricultural land uses and those agricultural uses not otherwise inconsistent with the terms hereof, and permitted by right in Douglas County Code Agricultural (A-19) zoning district, specifically excluding those uses in Douglas County Code, Section 20.654.020 that would otherwise require a Design Review approval or the issuance of a Special Use Permit, in effect on the date of execution of this Grant of Conservation Easement, and desires to convey to Grantee the right to preserve and protect the conservation values of the Protected Property in perpetuity.
- D. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect, in perpetuity, the agricultural land uses and conservation values of the Protected Property for the benefit of this generation and the generations to come.
- E. This Conservation Easement is created pursuant to the Uniform Conservation Act provided for in NRS 111.390 111.440. This Conservation Easement is also created pursuant to the Internal Revenue Code, as amended ("Code") at Title 26, U.S.C.A. Section 170(h)(l)-(6), 2031© and 2055 and 2522. Grantee is a political subdivision of the State of Nevada and a "Holder" within the meaning of NRS 111.410(2)(a). The Holder is qualified to

hold conservation easements pursuant to NRS 111.410(2)(a) and is a Qualified Organization under Code Section 170(h)(3), to wit: a governmental unit.

F. The Grantor and Grantee recognizing the importance of the Protected Property for conservation, as demonstrated by the aforementioned facts and have the common purpose of conserving the traditional, agricultural natural and scenic values of the Protected Property by the conveyance of a Conservation Easement on, over and across the Protected Property.

NOW, THEFORE, in consideration of the foregoing, and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, in particular NRS 111.390 to 111.440, Grantor and Grantee covenant as follows:

- 1. <u>Grant of Easement.</u> Grantor voluntarily grants and conveys to Grantee a conservation easement ("Conservation Easement"), in perpetuity over the Protected Property of the nature and character and to the extent herein set forth.
- 2. Use of Property. Grantor reserves the right to construct within a 40-acre Reserved Area within each respective Protected Property all those uses and any structures, including one single family primary residence, improvements or accessory uses or structures allowed by the Douglas County Agricultural (A-19) zoning district, including those uses in Douglas County Code Section 20.654.020 that would otherwise require a Design Review approval or the issuance of a Special Use Permit. Grantor agrees that use of that portion of each respective Protected Property lying outside the 40-acre Reserved Area shall be restricted to use for agricultural purposes that are consistent with the protection of the natural and scenic qualities of the Protected Properties and Douglas County code specifically excluding those uses in Douglas County Code, Section 20.654.020 that would otherwise require a Design Review approval or the issuance of a Special Use Permit, in effect on the date of execution of this Grant of Conservation Easement, and desires to convey to Grantee the right to preserve and protect the conservation values of the Protected Properties in perpetuity. Notwithstanding the above. the Grantor reserves the right to develop the following listed uses pursuant Douglas County Code Section 20.660.090 A Equestrian Facilities; and Section 20.660.090 B Golf Course to the extent that any future golf course is integrated with the existing golf course on abutting properties and locally know as Sierra Nevada Golf Ranch, excepting from these uses the right to construct any structures unless those structures are located within the identified 40-acre Reserved Areas of the Protected Properties. The Reserved Areas for the Protected Properties are depicted on Exhibit "B"
- 3. <u>Rights of Grantee.</u> To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee by this Conservation Easement:
- (a) To preserve and protect the conservation values of the Protected Property;
- (b) To enter upon the Protected Property at reasonable times in order to monitor Grantor's compliance with and to enforce the terms of this Conservation Easement; provided, that, the entry shall be upon prior reasonable notice to Grantor and Grantee shall not unreasonably interfere with the Grantor's use and quiet enjoyment of this Protected Property;
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement; and

- (d) To require the restoration of any areas or features of the Protected Property that may be damaged by an inconsistent activity or use.
- 4. Perpetual Restriction of Water Rights. Grantor agrees to perpetually restrict the use of the Water Rights to support the normal, usual and customary residential and agricultural use of the Protected Property. This restrictive covenant (herein sometimes referred to as "Covenant") to perpetually restrict the use of the Water Rights shall run with the Protected Property and every portion thereof and interest therein; the Covenant may only be modified or terminated by a court of competent jurisdiction in accordance with the principles of law and equity as provided in NRS 111.430(2) (or any successor provision as may be then applicable), or with the consent of Grantee upon the substitution of adequate alternate water rights.
- 5. <u>Prohibited Uses.</u> Any activity on or use of the Protected Property inconsistent with the purpose of the Conservation Easement and Covenant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
- (a) Subdivision or development (except with respect to the exercise of one development right per parcel); and
- (b) Non-agricultural commercial or industrial uses except as provided by the terms of this conservation easement.
- 6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors and assigns, all rights arising from or incidental to its ownership of the Protected Property, including the right to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Grant.
- Grantee's Remedies. If Grantee determines, through its Board of County Commissioners, after reasonable notice to Grantor and hearing having been given to Grantor that Grantor is in violation of the terms of this Grant or that a violation is threatened. Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Grant, to restore the portion of the Protected Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation with the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Grant or injury to any conservation values protected by this Grant, including damages for the loss of scenic, aesthetic or environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Grant. Grantor agrees that Grantee's remedies at law for any violation of the term of this Grant are adequate and that Grantee shall be entitled to the injunctive relief described under this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms

of this Grant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- 8. <u>Costs of Enforcement.</u> Any costs incurred by Grantee in enforcing the terms of this Grant against Grantor, including, without limitation, costs of suit and attorneys fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Grant, shall be borne by Grantor. If either party prevails in any action to enforce the terms of this Grant, the prevailing party's costs of suit, including, without limitation, attorneys' fees, shall be borne by the other party.
- 9. <u>Grantee's Discretion.</u> Enforcement of the terms of this Grant shall be at the discretion of Grantee and any forbearance by the Grantee to exercise its rights under this Grant against Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Grant or of any of Grantee's rights under this Grant. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 10. <u>Waiver of Certain Defenses.</u> Grantor hereby waives any defense of laches, estoppel or prescription.
- 11. Acts Beyond Grantor's Control. Nothing contained in this Grant shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.
- 12. <u>No Public Access.</u> No right of access by the general public to any portion of the Protected Property is conveyed by this Grant.
- 13. Hold Harmless. Grantor shall hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, or other matters related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of the Indemnified Parties; and (b) the exercise of the remedies specified in paragraph 7.
- 14. <u>Extinguishment.</u> If circumstances arise in the future such as to render the purpose of this Grant impossible to accomplish, this Grant can only be extinguished either (a) after public hearing and approval by (i) the Planning Commission of Douglas County, Nevada, and (ii) the Board of County Commissioners of Douglas County, Nevada, or (b) by a court of competent jurisdiction.
- 15. <u>Assignment of Conservation Easement.</u> This Conservation Easement is transferable, but Grantee may assign its rights and obligations under the Conservation Easement only to another governmental body or any organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended

(any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes for which this Grant is intended continue to be carried out.

- 16. <u>Subsequent Transfers.</u> Grantor agrees to incorporate the terms of this Grant in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, any leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any action required by this paragraph shall not impair the validity of this Grant or limit its enforceability in any way.
- 17. <u>Estoppel Certificate.</u> Upon request by Grantor, Grantee shall, within twenty (20) days of such request, execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Grant and otherwise evidences the status of this Grant as may be requested by Grantor.
- 18. <u>Notices.</u> Any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, address as follows:

To Grantor: Ronald L. Simek, President

Little Mondeaux Limousin Corp.

P.O. Box 586

Genoa, Nevada 89411

To Grantee: Douglas County

c/o District Attorney's Office

P.O. Box 218

Minden, Nevada 89423

or to such other address as either party from time to time shall designate by written notice to the other.

19. <u>Recordation.</u> Grantee shall record this instrument and acceptance in timely fashion in the official records of Douglas County, Nevada and may re-record it at any time as may be required to preserve its rights in this Grant.

20. General Provisions.

- 20.1 <u>Controlling Law.</u> The interpretation and performance of this Grant shall be governed by the laws of the State of Nevada.
- 20.2 <u>Liberal Construction</u>. Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed in favor of the Grant to effect the purpose of the Conservation Easement and the policy and purpose of NRS 111.390 to 111.440. If any provision of this Grant is found to be ambiguous, an interpretation consistent with the purpose of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 20.3 <u>Severability.</u> If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant,

or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

- 20.4 <u>Entire Agreement.</u> This instrument sets forth the entire agreement of the parties with respect to the Grant, and supersedes all prior discussion, negotiations, understandings or agreements relating to the Grant, all of which are merged herein.
- 20.5 <u>No forfeiture.</u> Nothing contained herein will result in forfeiture or reversion of Grantor's title in any respect.
- 20.6 <u>Joint Obligation.</u> The obligations imposed by this Grant upon Grantor shall be joint and several.
- 20.7 <u>Successors.</u> The covenants, terms, conditions and restrictions of this Grant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.
- 20.8 <u>Termination of Rights and Obligations</u>. A party's rights and obligations under this Grant terminate upon transfer of the party's interest in the Conservation Easement and Covenant or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

20.9 <u>Captions.</u> The captions of this Grant have been inserted solely for convenience of reference are not a part of this instrument and shall have not effect upon construction of interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.					
IN WITNESS WHEREOF, Grantor has entered into this Grant on the day and year shown above.					
Grantor:					
LITTLE MONDEAUX LIMOUSIN CORP.					
Du Kmll Man h					
By: My My Mark, President					
STATE OF NEVADA))SS					
COUNTY OF DOUGLAS)					
On this3 ^{rd_} day of September, 2002, before me, the undersigned, a Notary					
Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn,					
personally appeared, Ronald L. Simek, President of Little Mondeaux Limousin Corporation,					
known to me to be the person whose name is subscribed to the within instrument, and who					
acknowledged to me that he executed the same freely and voluntarily and for the uses and					
purposes therein.					
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the					
day and year first above written.					
KRISTY MUZUM NOTARY PUBLIC - NEVADA					
No. 00-60012-5 My Appt. Exp. Feb. 9, 2004					
2 Pristy Duyen					
Notary Public					
Trocary F dono					
Approved on to form:					
Approved as to form:					
DOUGLAS COUNTY DISTRICT ATTORNEY					
Manh					
Thomas Perkins, Esq.					

DESCRIPTION PARCEL 1C

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Sections 2 and 3, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 1C as shown on that certain Map of Division Into Large Parcels LDA #99-040 for Little Mondeaux Limousin Corporation recorded September 8, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 499064, containing 40.00 acres, more or less.

Note:

Refer this description to your title company

before incorporating into any legal document.

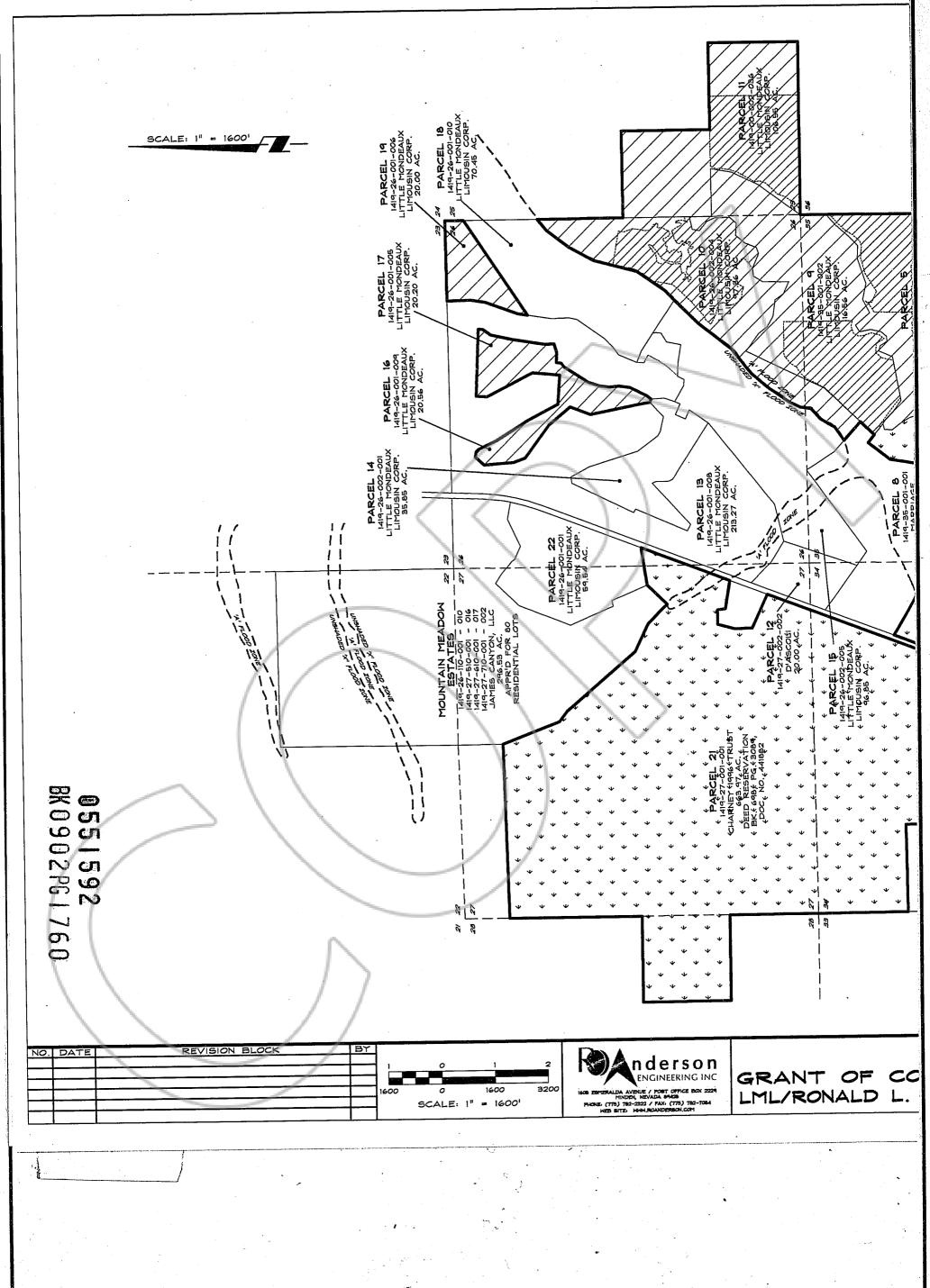
Prepared By:

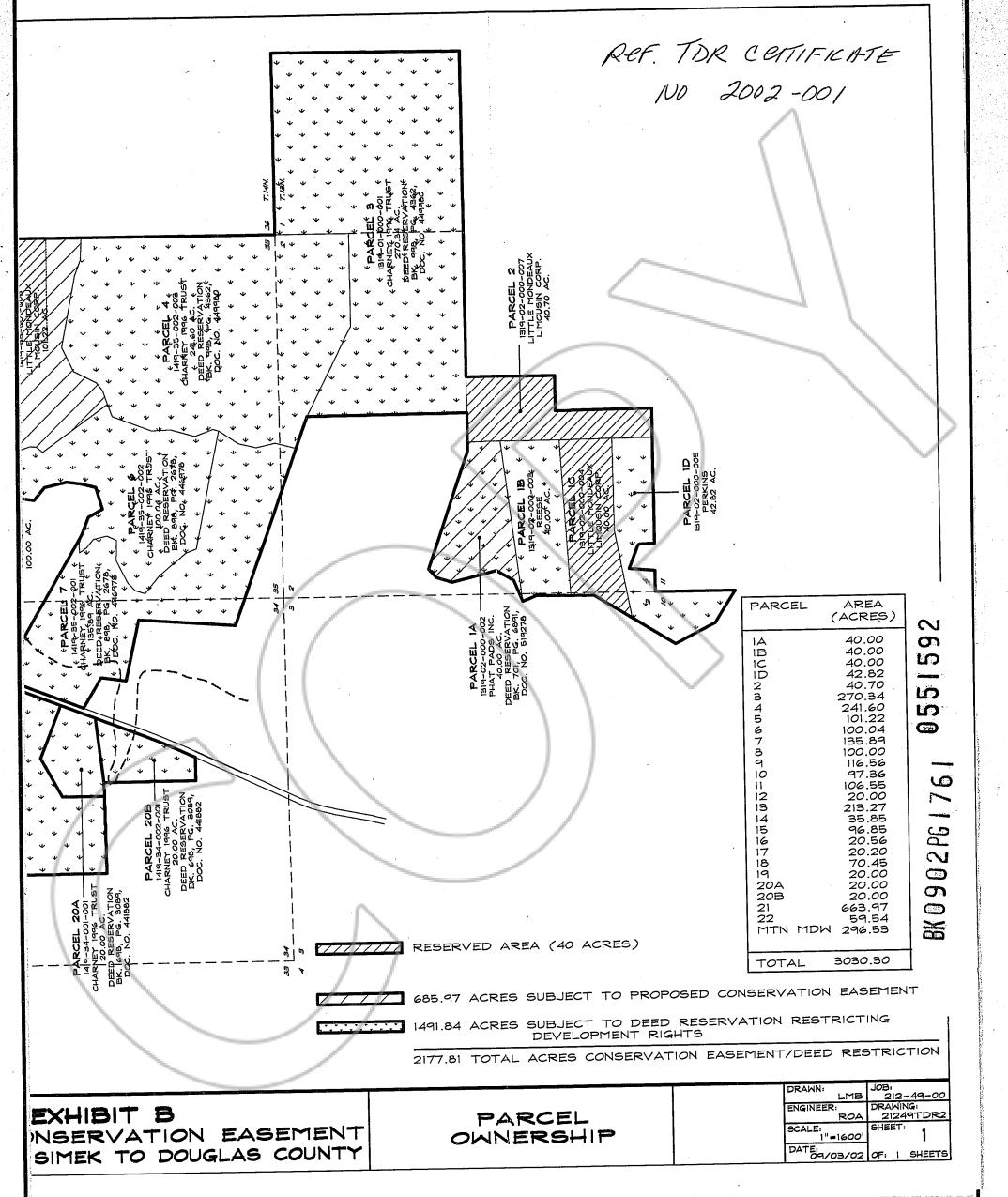
R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2229

Minden, Nevada 89423







DESCRIPTION Adjusted Parcel 2 (A.P.N. 15-120-15)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Section 2, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the south one-quarter corner of Section 2, T.13N., R.19E., M.D.M., a found 5/8" rebar and cap, PLS 3090, as shown on the Record of Survey To Support A Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership recorded December 31, 1996 in the office of Recorder, Douglas County, Nevada as Document No. 403935, the POINT OF BEGINNING;

thence along the south line of said Section 2, South 89°54'09" West, 423.25 feet; thence North 00°24'23" West, 2645.60 feet;

thence South 89°59'42" East, 423.25 feet to a point on the north-south center section line of said Section 2;

thence North 89°51'12" East, 519.25 feet to a 5/8" rebar with plastic cap, PLS 6899, the northwest corner of Adjusted Parcel 1 as shown on the Record of Survey To Support A Boundary Line Adjustment for Frank Settelmeyer and Sons, Inc. and The Pivot Limited Partnership recorded August 18, 1994 in the office of Recorder, Douglas County, Nevada as Document No. 344297;

thence along the westerly line of said Adjusted Parcel 1 per Settelmeyer map, South 00°08'48" East, 1266.25 feet to a 5/8" rebar with plastic cap, PLS 6899;

thence along the northerly line of said Adjusted Parcel 1 per Settelmeyer map, West, 513.52 feet to a 5/8" rebar with plastic cap, PLS 6899, a northwesterly corner of said Adjusted Parcel 1 per Settelmeyer map, also being a point on said north-south center section line of Section 2;

thence along said north-south center section line of Section 2, South 00°24'23" East, 1379.89 feet to the POINT OF BEGINNING, containing 40.70 acres, more or less.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

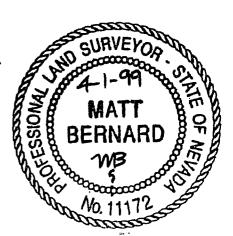
Note: Refer this description to your title company

before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2294

Minden, Nevada 89423



DESCRIPTION PARCEL 5 (Adjusted APN 15-120-01)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southeast corner of Section 35, T.14N., R.19E., M.D.M., a found 1985 BLM aluminum cap;

thence along the east line of the Southeast one-quarter of said Section 35 North 00°06'28" East, 2659.58 feet to the east one-quarter corner of said Section 35, a found 1985 BLM aluminum cap;

thence along the east line of the Northeast one-quarter of said Section 35 North 00°10'00" East, 112.95 feet to the POINT OF BEGINNING;

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thence North 87°06'54" West,
                                319.70 feet;
thence North 70°11'02" West, 251.50 feet;
thence North 79°07'42" West, 1052 91 feet;
thence South 65°30'38" West,
                               387.45 feet;
thence South 27°39'38" West,
                                371.06 feet;
thence South 53°00'42" West,
                                143.77 feet;
thence South 71°17'46" West,
                                206.62 feet;
thence North 36°02'53" West, 1157.71 feet;
thence North 39°39'37" East,
                              121.56 feet;
thence North 03-32 22
thence North 17°47'25" West, 204.55 feet;
28°54'53" West, 128.44 feet;
thence North 03°32'22" East,
thence North 39°33'34" West, 187.39 feet;
thence North 03°01'56" East, 114.77 feet;
thence North 74°52'43" East,
                               89.89 feet;
thence South 56°48'49" East,
                                 71.46 feet;
thence South 46°16'51" East,
                               163.57 feet;
thence South 56°01'06" East,
                               211.70 feet;
thence North 79°54'03" East,
                               670.24 feet;
thence North 23°54'26" East,
                               218.16 feet;
thence South 74°18'31" East,
                               84.29 feet;
thence South 33°10'17" East, 115.14 feet;
thence North 87°24'52" East,
                                76.33 feet;
thence North 42°26'18" East,
                               104.56 feet;
thence North 13°17'26" East, 156.00 feet;
thence North 11°11'08" West,
                               168.69 feet;
thence North 58°28'19" East,
                               116.93 feet;
thence South 40°34'48" East,
                               282.18 feet;
thence North 63°55'06" East,
                               227.18 feet;
thence South 78°08'19" East,
                               248.81 feet;
thence North 72°04'23" East,
                               399.32 feet;
thence South 87°57'01" East,
                               193.22 feet;
thence North 47°39'02" East,
                               185.21 feet;
thence North 42°18'15" East,
                               267.45 feet;
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thence North 50°08'02" East, 213.79 feet to a point on said east line of the Northeast one-quarter of Section 35;

thence along said east line of the Northeast one-quarter of Section 35 South 00°10'00" West, 2165.47 feet to the POINT OF BEGINNING, containing 101.22 acres, more or less.

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Excepting therefrom portions thereof lying between the ordinary high water mark of the Carson River.

Together with that certain non-exclusive private access easement as described below:

DESCRIPTION EASEMENT #4 50' Wide Non-Exclusive Private Access Easement

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55′56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41′53" East, 25.83 feet; thence South 44°52′05" East, 166.12 feet; thence South 62°25′46" East, 167.61 feet; thence North 28°31′02" East, 323.27 feet; thence South 69°32′35" East, 645.87 feet; thence South 45°22′30" East, 538.44 feet; thence South 33°32′36" East, 651.56 feet; thence South 48°38′31" East, 411.00 feet; thence South 24°30′27" East, 181.95 feet; thence South 44°27′16" West, 307.50 feet; thence South 00°39′05" West, 154.48 feet:

thence South 30°05'03" East, 737.69 feet to the terminus of this description.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE%) of Section 26, T.14N., R 1986, M.D.M. per Map of Division Into Large Parcels for Little Mondeque Exploration Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By:

R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2294

Minden, Nevada 89423

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BK 0 9 0 2 PG 1 7 6 4

DESCRIPTION PARCEL 9 (Adjusted APN 15-120-02)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the Southwest one-quarter of the Southwest one-quarter (SW%SW%) of Section 25, and portions of Sections 26 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 35, T.14N., R.19.E., M.D.M., a found 1996 BLM brass cap, the POINT OF BEGINNING;

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thence along the east line of the Northeast one-quarter of said Section 35 South 00°10'00" West, 380.23 feet;
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thence South 50°08'02" West, 213.79 feet;
thence South 42°18'15" West, 267.45 feet;
thence South 47°39'02" West, 185.21 feet;
thence North 87°57'01" West, 193.22 feet;
thence South 72°04'23" West, 399.32 feet; thence North 78°08'19" West, 248.81 feet; thence South 63°55'06" West, 227.18 feet;
thence North 40°34'48" West, 282.18 feet;
thence South 58°28'19" West, 116.93 feet; thence South 11°11'08" East, 168.69 feet;
thence South 13°17'26" West, 156.00 feet;
thence South 42°26'18" West, 104.56 feet;
thence South 87°24'52" West,
                               76.33 feet;
thence North 33°10'17" West, 115.14 feet;
thence North 74°18'31" West,
                               84.29 feet;
thence South 23°54'26" West, 218.16 feet;
thence South 79°54'03" West, 670.24 feet;
thence North 56°01'06" West, 211.70 feet;
thence North 46°16'51" West, 163.57 feet;
thence North 56°48'49" West, 71.46 feet;
thence North 51°56'54" West, 207.27 feet;
thence North 44°27'16" East, 1014.59 feet;
thence North 26°33'13" East, 1289.79 feet;
thence South 54°35'15" East, 327.07 feet;
thence South 36°40'03" East, 168.67 feet;
thence South 62°05'11" East, 178.10 feet;
thence South 82°50'01" East, 252.21 feet;
thence South 35°08'43" East, 155.84 feet;
thence South 65°27'12" East, 200.70 feet;
thence North 00°28'11" East, 383.87 feet;
thence North 31°09'33" East, 167.29 feet;
thence North 85°25'01" East, 120.70 feet;
thence South 67°19'40" East, 236.79 feet;
thence North 70°40'21" East,
                               98.49 feet;
thence North 23°01'37" East, 184.15 feet;
thence North 39°58'47" East, 179.06 feet;
thence South 86°24'42" East, 186.67 feet;
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thence North 42°19'04" East, 132.88 feet;

thence North 00°34'45" West, 223.85 feet; thence North 25°00'39" West, 126.27 feet; thence North 50°51'21" West, 180.09 feet; thence North 11°35'49" East, 109.46 feet;

thence North 78°14'21" East, 195.57 feet to a point on the westerly line of the Northwest one-quarter of the Southwest one-quarter of said Section 25;

thence along said westerly line of the Northwest one-quarter of the Southwest one-quarter of Section 25 South 00°17'12" East, 326.93 feet to the south 1/16 corner common to Sections 25 and 26, a found 1985 BLM aluminum cap;

thence along the north line of the Southwest one-quarter of the Southwest one-quarter of said Section 25 North 89°43'50" East, 723.81 feet;

thence South 10°29'11" West, 315.19 feet; thence South 26°03'46" West, 447.18 feet;

thence South 37°03'04" West, 769.02 feet to the POINT OF BEGINNING, containing 116.56 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

DESCRIPTION EASEMENT #3 50' Wide Non-Exclusive Private Access Easement

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55′56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for the Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet; thence South 44°52'05" East, 166.12 feet; thence South 62°25'46" East, 167.61 feet; thence North 28°31'02" East, 323.27 feet;

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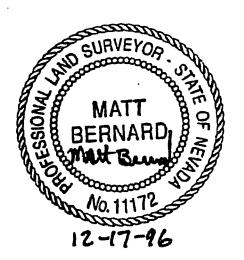
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thence South 69°32'35" East, 645.87 feet;
     thence South 45°22'30" East, 538.44 feet;
     thence South 33°32'36" East, 651.56 feet;
     thence South 48°38'31" East, 411.00 feet;
     thence South 24°30'27" West, 181.95 feet;
     thence South 44°27'16" West, 169.89 feet;
     thence South 75°08'00" East, 662.33 feet;
     thence North 85°16'59" East, 346.54 feet;
     thence North 61°34'17" East, 459.01 feet;
     thence North 34°22'26" East, 306.36 feet;
     thence South 79°02'24" East, 532.81 feet;
     thence North 86°15'01" East, 745.21 feet;
     thence North 43°11'41" East, 321.95 feet;
     thence North 54°28'57" East, 341.00 feet;
     thence North 00°10'00" East, 335.73 feet;
     thence South 89°50'00" East, 43.66 feet to the terminus of
this description.
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Subject to that portion of said easement as described above that affects a portion of said Parcel 9.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE%) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC. P.O. Box 2294

Minden, Nevada 89423



DESCRIPTION ADJUSTED PARCEL 10 (Adjusted APN 1419-26-002-003)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Section 26 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 26, T.14N., R.19E., M.D.M., a found 1985 BLM aluminum cap;

thence along the east line of the Northeast one-quarter of said Section 26, South 00°04'53" East, 1364.24 feet to the POINT OF BEGINNING;

thence continuing along said east line of the Northeast one-quarter of Section 26, South 00°04'53" East, 1285.34 feet to the east one-quarter corner of said Section 26, a found 1985 BLM aluminum cap;

thence along the east line of the Southeast one-quarter of said Section 26, South 00°17′12" East, 995.07 feet;

thence South 78°14'21" West, 195.57 feet; thence South 11°35'49" West, 109.46 feet; thence South 50°51'21" East, 180.09 feet; thence South 25°00'39" East, 126.27 feet; thence South 00°34'45" East, 223.85 feet; thence South 42°19'04" West, 132.88 feet; thence North 86°24'42" West, 186.67 feet; thence South 39°58'47" West, 179.06 feet; thence South 23°01'37" West, 184.15 feet; thence South 70°40'21" West, 98.49 feet; thence North 67°19'40" West, 236.79 feet: thence South 85°25'01" West, 120.70 feet; thence South 31°09'33" West, 167.29 feet; thence South 00°28'11" West, 383.87 feet; thence North 65°27'12" West, 200.70 feet; thence North 35°08'43" West, 155.84 feet: thence North 82°50'01" West, 252.21 feet; thence North 62°05'11" West, 178.10 feet; thence North 36°40'03" West, 168.67 feet; thence North 54°35'15" West, 327.07 feet; thence South 26°33'13" West, 1289.79 feet; thence South 44°27'16" West, 729.26 feet; thence North 48°38'31" West, 374.52 feet;

212-46-99 09/25/01 Page 2 of 3 Adjusted Parcel 10

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thence North 56°53'34" East, 245.97 feet; thence North 31°14'30" East, 247.40 feet; thence North 49°36'30" East, 204.88 feet; thence North 08°54'41" East, 160.62 feet; thence North 25°50'26" East, 167.39 feet; thence North 35°43'23" East, 376.02 feet; thence North 41°10'42" East, 338.61 feet; thence North 51°53'41" East, 482.90 feet; thence North 38°34'43" East, 626.26 feet; thence North 35°39'20" East, 706.31 feet; thence North 35°39'20" East, 505.84 feet; thence North 15°07'40" East, 675.92 feet; thence North 29°10'40" East, 414.00 feet; thence North 38°11'59" East, 424.00 feet;
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thence North 51°26'53" East, 219.93 feet to the POINT OF BEGINNING, containing 97.36 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

DESCRIPTION EASEMENT #5 (Prior #3) 50' Wide Non-Exclusive Private Access Easement

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3824.96 feet to the POINT OF BEGINNING;

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thence South 48°04'14" East, 137.81 feet; thence South 67°56'54" East, 136.45 feet; thence South 76°57'51" East, 115.98 feet; thence South 43°47'31" East, 408.02 feet;
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212-46-99 09/25/01 Page 3 of 3 Adjusted Parcel 10

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thence South 69°32'35" East, 488.75 feet;
thence South 45°22'30" East, 538.44 feet;
thence South 33°32'36" East, 651.56 feet;
thence South 48°38'31" East, 411.00 feet:
thence South 24°30'27" East, 181.95 feet:
thence South 44°27'16" West, 169.89 feet;
thence South 75°08'00" East, 662.33 feet;
thence North 85°16'59" East, 346.54 feet:
thence North 61°34'17" East, 459.01 feet:
thence North 34°22'26" East, 306.36 feet:
thence South 79°02'24" East, 532.81 feet:
thence North 86°15'01" East, 745.21 feet:
thence North 43°11'41" East, 321.95 feet:
thence North 54°28'57" East, 341.00 feet:
thence North 00°10'00" East, 335.73 feet:
thence South 89°50'00" East, 43.66 feet to the terminus of this description.
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The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Note:

Refer this description to your title company before incorporating into

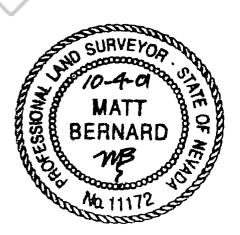
any legal document.

Prepared By:

R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2229

Minden, Nevada 89423



DESCRIPTION PARCEL 11 (Adjusted APN 15-130-03)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within the Northwest one-quarter of the Southwest one-quarter (NW\(\frac{NW\(\cut{NW\(\cut{NW\(\frac{NW\(\frac{NW\(\cut{NW

Commencing at the southwest corner of Section 25, T.14N., R.19E., M.D.M., a found 1996 BLM brass cap, the POINT OF BEGINNING;

thence North 37°03'04" East, 769.02 feet; thence North 26°03'46" East, 447.18 feet;

thence North 10°29'11" East, 315.19 feet to a point on the north line of the Southwest one-quarter of the Southwest one-quarter of said Section 25;

thence along said north line of the Southwest one-quarter of the Southwest one-quarter of Section 25 South 89°43'50" West, 723.81 feet to the south 1/16 corner common to Sections 25 and 26, a found 1985 BLM aluminum cap;

thence along the east line of the Northwest one-quarter of the Southwest one-quarter of said Section 25 North 00°17'12" West, 1322.00 feet to the west one-quarter corner of said Section 25, a found 1985 BLM aluminum cap;

thence along the north line of the Northwest one-quarter of the Southwest one-quarter of said Section 25 North 89°36'02" East, 1318.33 feet to the center-center-west 1/16 corner of said Section 25, a found 1985 BLM aluminum cap;

thence along the east line of the Northwest one-quarter of the Southwest one-quarter of said Section 25 South 00°09'45" East, 1325.00 feet to the southwest 1/16 corner of said Section 25 from which a found witness corner 1985 BLM aluminum cap bears South 03°49'51" East, 11.53 feet;

thence along the north line of the Southeast one-quarter of the Southwest one-quarter of said Section 25 North 89°43'50" East, 1315.46 feet to the center-center-south 1/16 corner, a found 1985 BLM aluminum cap;

thence along the east line of the Southeast one-quarter of the Southwest one-quarter South 00°02'21" East, 1328.13 feet to the south one-quarter corner of said Section 25, a found 1985 BLM aluminum cap;

thence along the south line of the Southwest one-quarter of said Section 25 South 89°52'02" West, 2625.19 feet to the POINT OF BEGINNING, containing 106.55 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

DESCRIPTION EASEMENT #3 50' Wide Non-Exclusive Private Access Easement

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55′56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for the Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

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thence South 45°41'53" East, 25.83 feet;
thence South 44°52'05" East, 166.12 feet;
thence South 62°25'46" East, 167.61 feet;
thence North 28°31'02" East, 323.27 feet;
thence South 69°32'35" East, 645.87 feet;
thence South 45°22'30" East, 538.44 feet;
thence South 33°32'36" East, 651.56 feet; thence South 48°38'31" East, 411.00 feet;
thence South 24°30'27" West, 181.95 feet;
thence South 44°27'16" West, 169.89 feet;
thence South 75°08'00" East, 662.33 feet;
thence North 85°16'59" East, 346.54 feet;
thence North 61°34'17" East, 459.01 feet;
thence North 34°22'26" East, 306.36 feet;
thence South 79°02'24"
                        East, 532.81 feet;
thence North 86°15'01" East, 745.21 feet;
thence North 43°11'41" East, 321.95 feet;
thence North 54°28'57" East, 341.00 feet;
thence North 00°10'00" East, 335.73 feet;
thence South 89°50'00" East, 43.66 feet to the terminus of
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this description.

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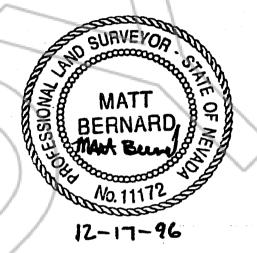
The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE%) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By:

R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2294

Minden, Nevada 89423



DESCRIPTION PARCEL 19 (Adjusted APN 15-130-01)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the Northeast onequarter (NE%) of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 26, T.14N., R.19E., M.D.M., a found 1985 BLM aluminum cap, the POINT OF BEGINNING;

thence along the east line of the Northeast one-quarter of said Section 26 South 00°04'53" East, 269.72 feet;

thence South 57°07'56" West, 1724.65 feet;

thence North 09°02'13" East, 151.05 feet;

thence North 20°35'43" East, 511.70 feet;

thence North 09°12'15" East, 218.82 feet;

thence North 00°47′05" West, 348.48 feet to a point on the north line of the Northeast one-quarter of said Section 26;

thence along said north line of the Northeast one-quarter of Section 26 North 89°23'01" East, 1214.31 feet to the POINT OF BEGINNING, containing 20.00 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

DESCRIPTION BASEMENT #1

50' Wide Non-Exclusive Private Access Easement

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a point on the easterly line of Jacks Valley Road also being a point on the north line of the Northwest one-quarter of Section 26, T.14N., R.19E., M.D.M., from which a found witness corner 1985 BLM aluminum cap bears North 16°32′56" West, 5.36 feet and from which the north one-quarter corner of said Section 26, a found 1985 BLM aluminum cap bears North 89°22′26" East, 1486.06 feet;

thence along said easterly line of Jacks Valley Road South 02°11'08" West, 25.03 feet to the POINT OF BEGINNING;

thence parallel to and offset 25.00 feet from said north line of the Northwest one-quarter of Section 26 North 89°22'26" East, 1487.29 feet;

thence parallel to and offset 25.00 feet from the north line of the Northeast one-quarter of said Section 26 North 89°23'01" East, 1443.75 feet;

thence North 89°22'26" East, 1487.29 feet; thence North 89°23'01" East, 1443.75 feet; thence South 00°47'05" East, 325.60 feet; thence South 09°12'15" West, 223.50 feet; thence South 20°35'43" West, 511.67 feet; thence South 09°02'13" West, 372.38 feet; thence South 72°38'46" West, 451.74 feet to the terminus of

Subject to that portion of said easement as described above that affects said Parcel 19.

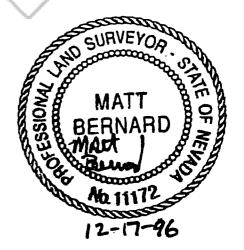
The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE%) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2294

this description.

Minden, Nevada 89423



] T	Jul 01 B APPLICATION AND CERTIFICATION FOR TRANSFER OF DEVELOPMENT RIGHTS					
E M	Douglas County, Community Development Department					
1	CURRENT HOLDER OF DEVELOPMENT RIGHT(S) ("TRANSFEROR"): Name: (See attached list) Address:					
	City: State: Zip Code: Phone No					
2	NEW HOLDER OF DEVELOPMENT RIGHT(S) ("TRANSFEREE"): Name: (See attached list) Address: Phone No.					
	City: State: Zip Code: Phone No					
3	LEGAL DESCRIPTION & VICINITY MAP OF TRANSFEROR'S PROPERTY: See Exhibit <u>A & B</u> attached.					
4	CURRENT TITLE REPORT FOR TRANSFEROR'S PROPERTY: See Exhibit _C attached.					
5	PERPETUAL OPEN SPACE EASEMENT FOR TRANSFEROR'S PROPERTY: See Exhibit _D attached.					
6	TRANSFER DOCUMENT(S): See Exhibit <u>E</u> attached.					
7	NUMBER OF DEVELOPMENT RIGHTS CLAIMED BY TRANSFEROR (Refer to Exhibit K) A. FOR A-19 PROPERTY, check all appropriate boxes: If unit/19 acres (current zoning) If 9 units/19 acres (base density unit for A-19) If units/19 acres (requires that at least 50% of parcel be in the 100 year flood plain) If units/19 acres (requires that appurtenant surface water rights are tied to the parcel) If unit/19 acres (requires public access/trails to rivers, streams, public lands, and/or historical resources granted per the Perpetual Open Space Easement) If units/100 acres (requires 100 acres of contiguous land included in the transfer) C. TOTAL NUMBER OF DEVELOPMENT RIGHTS CLAIMED BY TRANSFEROR BASED ON A OR B ABOVE: 1, 262 * Requires evidence of the appurtenant surface water rights under the Alpine Decree and restriction on transfer of the appurtenant surface water rights in perpetual open space easement. Also requires compliance with State of Nevada Dept. of Conservation & Natural Resources, Division of Water Resources regulations.					
8	A ONE-TIME \$25 FILING FEE MUST ACCOMPANY THIS APPLICATION AND CERTIFICATION + \$10 PER CONVEYANCE DOCUMENT LISTED ABOVE.					
9	"I swear, under penalty of perjury, that this represents a complete and thorough search of the records of the county recorder of Douglas County and the records on file in the office of Douglas County Community Development Department." SUBSCRIBED AND SWORD TO BEFORE ME THIS DAY OF PRINT NAME: Robert 0. Anderson, Owner's Agent MILING ADDRESS: P.O. Box 2229 (ss) VILLY MINDER ROOM ROOM FIRE COUNTY OF LOUGH STATE: NV ZIP CODE: 89423 STATE OF STATE OF OWNERS: AGENT?: X NOTARY PUBLIC NEVADA APPLE RECORDED AND STATE: NV AGENT?: X NOTARY PUBLIC NEVADA APPLE RECORDED AND STATE: NV AGENT?: X NOTARY PUBLIC NEVADA NOTARY PUBLIC NEVADA NOTARY PUBLIC NEVADA NOTARY PUBLIC NEVADA NOTARY STAMP					
THIS DOUBLE SIDED FORM CAN BE COPIED ONTO BLUE PAPER ONLY.						

FOR OFFICE USE ONLY						
	ITEM		REVIEW BY/DATE	FEE RECORDS		
	1	Transferor's general information complete	9-5-02 M			
	2	Transferee's general information complete	Charney only the			
	3	Legal description of Transferor's property provided	9-5-02 7			
	4	Legal description of Transferor's property verified	9-5-02 m			
	5	Vicinity map of Transferor's property verified	9-5-02 7			
	6	Current title report of Transferor's property provided	9-5-027			
	7	Transfer document(s) provided	9-5-02 h			
	8	Perpetual Open Space Easement for Transferor's property provided	Mg-5-02			
	9	Perpetual Open Space Easement for Transferor's property verified	1 9-5-02			
	10	Total number of development rights claimed under Item 8 verified	W 95-02			
	11	Deficiencies cured	N-OK			
	12	Notary legible and logical	4-5.02 Th			
٠	13	Certification number issued	9-6-02 W			
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		uglas County Community Development Department hereby ce mbert_of development rights pursuant to Douglas County Co	ertifies that the above-name ode § 20.500, et seq.	ed Transferor is hereby entitled		
	12	62 ate No.: 2002 - 00/		0 1 N		
	Certific	mber of development rights pursuant to Douglas County Coulomber \mathcal{L} ate No.: $2002 - 00/$ sued: $9-6-02$	Lanel	Director Director		
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LINDA SLATER RECORDER \$ PAID BOBEPUTY