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Robert Morris

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BY *[Signature]* DEPUTY

SETTLEMENT AGREEMENT

By and Among

DOUGLAS COUNTY, NEVADA,
a political subdivision of the State of Nevada,
the STATE OF NEVADA, ex. rel., its Division of State
Parks, and PARK CATTLE CO. , successor-in-interest to
DANGBERG HOLDINGS NEVADA, LLC, a Nevada
limited liability company

EFFECTIVE AS OF DECEMBER 27, 2002

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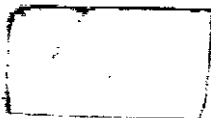


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SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into effective this 27th day of December, 2002, by and between Douglas County, Nevada, a political subdivision of the State of Nevada (herein "Douglas County"), the State of Nevada, *ex. rel.*, its Division of State Parks ("Nevada"), and Park Cattle Co., successor-in-interest to Dangberg Holdings Nevada, LLC, a Nevada limited liability company (herein "Park").

WITNESSETH:

1. Park is the owner of those certain parcels of property situate in the County of Douglas, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Park Lands").

2. Included within the Park Lands is an area generally referred to and known as the "Dangberg Home Ranch."

3. As a result of and pursuant to certain agreements concerning the sale of the corporate stock of H.F. Dangberg Land and Livestock Company and concerning the lease of certain real property to Margaret D. McDonald, Ruth D. Achard and Katrina D. Glide, Douglas County, and Nevada contend that Park is obligated to offer certain portions of the Dangberg Home Ranch to Douglas County and/or Nevada for purposes of an historical park, museum and/or ranch site.

4. Pursuant to a Stipulation and Order of Final Discharge entered September 25, 1990, (the "McDonald Estate Order") in "In the Matter of the Estate of Margaret D. McDonald, Deceased," Case No. P20048, Department No. I, in the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas (hereinafter the "McDonald Probate"), Charles Stephen Achard and his then living issue and Katrina Dangberg Glide

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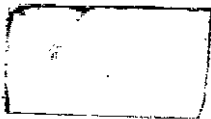
conveyed to Douglas County, their remainder interest in the personal property described in Exhibit "B" attached hereto and by this reference incorporated herein. Also pursuant to the McDonald Estate Order, Katrina Dangberg Glide conveyed to Douglas County, her remainder interest in the personal property described in Exhibit "C" attached hereto and by this reference incorporated herein. Said personal property is hereinafter collectively referred to as the "Douglas County Personal Property."

5. Pursuant to a Quitclaim Deed of Tangible Personal Property dated November 14, 1995, the Executors of the Estate of Katrina D. Glide offered to remise, release and quitclaim all right, title and interest of Katrina D. Glide and the Estate of Katrina D. Glide, Deceased, in and to the tangible personal property physically located at the Dangberg Home Ranch, to Douglas County ON THE CONDITION that said items shall not be removed from said property known as the Dangberg Home Ranch without the prior written consent of Russell E. White, Yvonne Le Maitre, and Richard D. Bruga, DVM, Executors of the Estate of Katrina D. Glide, Deceased, or their successors. Said quitclaim deed further provides that "such consent shall not be unreasonably withheld" and that "if said property is removed without said consent, all right, title and interest shall revert to said Executors, or their successors." The quitclaim deed is referred to herein as the "Glide Estate Quitclaim Deed."

6. Park denies that it is under any obligation to offer and Park has not offered any portion of the Dangberg Home Ranch to Douglas County and/or Nevada for purposes of an historical park, museum and/or ranch site.

7. On July 18, 1996, Douglas County filed a Complaint against Dangberg Holdings Nevada, LLC ("DHN"), entitled "Douglas County and its Board of County Commissioners, a political subdivision of the State of Nevada, Plaintiff vs. Dangberg

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Holdings, LLC, Defendant," Case NO. 96-CV-0204, Department No. I, in the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas (hereinafter the "Action").

8. On or about May 9, 1997, Nevada and the Executors of the Estate of Katrina

D. Glide intervened in the Action.

9. The Action concerns whether Park is obligated to offer a portion of the Dangberg Home Ranch to Douglas County and/or Nevada for use as an historical park, museum and/or ranch site, ownership of the Douglas County Personal Property and of the personal property encompassed by the Glide Estate Quitclaim Deed; the Action also involves specific performance, damages for unjust enrichment and other just and proper relief.

10. DHN responded to the Action by denying the material allegations and asserting numerous affirmative defenses.

11. Cross-motions for summary judgment and partial summary judgment are pending in the Action.

12. On or about March 24, 1982, a parcel map for H.F. Dangberg Farms was recorded in the official records of Douglas County, Nevada, which map created Assessor Parcel No. 1319-36-000-002. Said parcel is referred to herein as the "Anderson Parcel."

13. The parties desire to settle and dispose of all differences among them with respect to whether Park is obligated to offer a portion of the Dangberg Home Ranch to Douglas County and/or Nevada for use as an historical park, museum and/or ranch site, any claims which Douglas County and/or Nevada have against Park with respect to personal property related thereto and any claims which Park and/or Nevada have against Douglas County with respect to the Douglas County Personal Property.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants and promises herein contained, agree as follows:

ARTICLE I

Recitals Part of Agreement

The foregoing recitals are incorporated herein by this reference and shall form a part of this Agreement as if recited herein at length.

ARTICLE II

Donation of Real Property Interests for Use as An Historic Ranch

Section 2.1 Conveyance of Fee Simple Title to Douglas County. On the Closing Date, Park will convey by Gift Deed to Douglas County fee simple ownership of the parcel of land generally shown on Exhibit "D" attached hereto and by this reference incorporated herein. Said land is hereinafter referred to as the "Historic Park Site." Prior to the Closing Date, Park will provide a legal description of the Historic Park Site.

Section 2.2 Conveyance to Include Improvements. The Gift Deed to Douglas County will include all improvements located on the Historic Park Site, including the domestic well pump house, main residence, laundry, stone cellar, single car garage, carriage house with upstairs cook's quarters and wood bunk house.

Section 2.3 Conveyance to Include Appurtenances with the Exception of Water and Water Rights. The Gift Deed to Douglas County will include all appurtenances to the Historic Park Site, except appurtenant surface water rights and one-half (1/2) of the domestic underground water right, which water rights are reserved by Park.

Section 2.4 Conveyance to Include Reversion Under Certain Circumstances. Title to the Historic Park Site will revert to Park, if Douglas County transfers ownership of it

to an entity which is not governed by the elected Board of County Commissioners of Douglas County, devotes use of the Historic Park Site to uses not consistent with its historic, architectural and cultural aspects or fails to comply with the provisions of Section 2.5 below. Nothing herein, shall prevent Douglas County from, pursuant to NRS § 277.080 et seq., cooperating with or obtaining funding from Nevada, any other governmental agency or with any other public or private organization in connection with the development and operation of the Historic Park Site.

Section 2.5 Obligations of Douglas County with Respect to Improvements.

Within 180 days of the date of entry of the order required by Article VII, Douglas County shall "mothball" the improvements located on the Historic Park Site in accordance with ISSN: 0885-7016, September 1992 entitled "Mothballing Historic Buildings," by Sharon C. Park, AIA, U.S. Department of the Interior, National Park Service, Cultural Resources, a copy of which is attached hereto and by this reference made a part hereof as Exhibit "E". Within five (5) years of the Closing Date, Douglas County shall have made sufficient improvements to the Historic Park Site and the buildings located thereon so that the Historic Park Site may open to the public as a park in a manner which preserves its historic aspects. Provided, however, Douglas County may, but is not hereby obligated, to rehabilitate or restore any or all of said improvements in a manner consistent with their historic, architectural and cultural aspects.

Section 2.6. Easement for Ingress and Egress. The Gift Deed to Douglas County will include an appurtenant non-exclusive sixty foot (60') Road Easement for purposes of ingress to and egress from and for the benefit of the Historic Park Site. The Road Easement shall be generally along the existing road to the Historic Park Site from Highway 88. With

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the consent of Park, which consent will not be withheld unreasonably, the Road Easement may be adjusted at its intersection with Highway 88 in order to improve and make safer turning movements off of and on to Highway 88 from the Road Easement and vice versa. Prior to the Closing Date, Park will provide a legal description of said Easement which shall generally be of equal width on both sides of the center of the existing road. The Road Easement shall be subject to the provisions of Article VII, shall be improved or maintained at the sole cost and expense of Douglas County and may continue to be used by Park and for the benefit of Park's remaining real property.

Section 2.7. Reservation of Easement. The Gift Deed to Douglas County will include a reservation of a non-exclusive sixty foot (60') Road Easement over the Historic Park Site for ingress to and egress from and for the benefit of Park's remaining real property. The Reserved Road Easement shall be generally along the existing road through the Historic Park Site to the barn area. Prior to the Closing Date, Park will provide a description of the Reserved Road Easement which shall generally be of equal width on both sides of the center of said existing road. The Reserved Road Easement shall be subject to the provisions of Article VII.

Section 2.8. Utility Easements. For purposes of continuing electric, telephone and water service to the Historic Park Site and to the remaining Park real property, the Gift Deed will include both a grant and a reservation of utility easements. Prior to the Closing Date, Douglas County and Park shall locate, size and describe such easements. Such Utility Easements will be subject to the provisions of Article VII.

Section 2.9. Domestic Water Supply. After the Closing Date, Park shall retain an easement and right to obtain water for the remaining Park real property from the domestic

well located on a portion of the Historic Park Site. Douglas County shall be granted one-half (1/2) of the domestic underground water right and Park shall reserve one-half (1/2) of the domestic underground water right and each shall be entitled to one-half of the total quantity of water which may be pumped from said well under applicable law. Douglas County will pay and be responsible for all pumping and facility costs and expenses, including without limitation electric charges for all water pumped from said well.

Section 2.10. Fences. Before the Historic Park Site may be open to the public, Douglas County shall fence its boundary with a fence which is equal to or better than a "legal fence" as defined in NRS § 569.431. In addition, if, after the Historic Park Site is open to the public, traffic to the Historic Park Site and Park's grazing use of lands adjacent to the easement referenced in Section 2.6 are in conflict, Douglas County shall also fence the improved roadway portion of the easement referenced in Section 2.6 with a fence equal to or better than a "legal fence" as defined in NRS § 569.431. Any such fence shall include gates needed for the movement of livestock and equipment. The easement referenced in Section 2.6 shall have a cattle guard at its intersection with Highway 88 and the easement referenced in Section 2.7 shall have a cattle guard on each end of the portion of the easement which is used by vehicles and 16 foot metal gates adjacent thereto for use by equipment and for movement of livestock. Douglas County shall maintain all such fences, cattle guards and gates.

Section 2.11. Continuing Obligations of Park. Park shall maintain the following improvements located on the remaining Park real property: the brick bunkhouse and the barn. In cooperation with Douglas County, Park at its expense shall stabilize the existing façade of the slaughterhouse located on the remaining Park real property as such façade

exists on the Closing Date. Park shall have no other continuing obligations with respect to the Historic Park Site or improvements on the remaining Park real property, including, without limitation, the remnants of the hidehouse and the slaughterhouse.

Section 2.12. Surveys, Descriptions and Judicial Partition. Upon execution of this Agreement by all of the parties hereto, Park will retain Anderson Engineering of Minden, Nevada to prepare legal descriptions of the Historic Park Site, the easements referenced herein and a record of survey to support a judicial partition of the Historic Park Site from the Anderson Parcel. The Motion referenced in Article VII will specifically request an order providing for such judicial partition. The portion of the Anderson Parcel not included in the Historic Park Site is referred to herein as the "Anderson Remainder Parcel."

ARTICLE III

Relinquishment of Claim to Douglas County Personal Property

Park and Nevada do not contest and hereby acknowledge that Douglas County has title to and is entitled to possession of the Douglas County Personal Property listed and described on Exhibits B and C attached hereto and by this reference incorporated herein. The parties agree that the time period for Douglas County to have established a museum for the Douglas County Personal Property as provided in paragraph 1 of the McDonald Estate Order has been tolled since July 19, 1995, and will remain tolled until the Action is dismissed and all issues related to personal property are finally resolved.

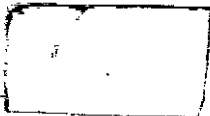
ARTICLE IV

Farm and Ranch Related Property

Douglas County and Nevada hereby remise, release and quitclaim to Park all right, title and interest they may have in items of personal property located on the Historic Park

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Site within or without any building thereon and on any adjacent property which was historically used in the farming and ranching operation (the "Farm and Ranch Related Personal Property"). On the Closing Date, Park will convey to Douglas County by Gift Bill of Sale, for use in connection with the Historic Park Site, those same items of Farm and Ranch Related Personal Property. A list of such property will be prepared on or before the Closing Date.

ARTICLE V

Other Personal Property

Park and Nevada hereby remise, release and quitclaim to Douglas County, its successors and assigns all right, title and interest they may have in any other item of personal property located on the Historic Park Site and within the buildings thereon which is not within the categories of personal property described in Articles III and IV above.

ARTICLE VI

Provisions Applicable to Easements

Section 6.1 Compliance with Law. The activities of an owner of the Dominant Tenement (the "Grantee"), 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) Grantee 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

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(c) Grantee shall maintain the Easement Area in a safe condition and in compliance with all applicable licenses, permits, approvals, regulations, ordinances, laws and this Agreement, and shall restore the Servient Tenement to its original or prior condition after any repair, maintenance or reconstruction within the Easement Area is completed or terminated.

Section 6.2 Liens. Grantee, 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 Grantee, 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 Grantee, its successors and assigns, and if, as a result of the failure of Grantee, or its successors and assigns, to pay any amount for any such acts, the owner of the Servient Tenement 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 Grantor does so, Grantee, its successors and assigns, will pay Grantor, promptly on demand, the entire sum spent by Grantor, plus Grantor's reasonable expenses, including reasonable attorney's fees, in connection with obtaining discharge of the lien and collecting from Grantee, its successors and assigns, any sum so paid by Grantor; provided, however, that Grantor shall not be entitled to obtain the discharge of any such lien at the expense of Grantee, its successors and assigns, so long as Grantee, 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 Grantor is at risk of loss.

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Section 6.3 Grantee's Indemnity. Grantee, its successors and assigns, will indemnify, defend and hold the Grantor 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 Grantee, its agents, employees and representatives, their successors and assigns, on the Servient Tenement or the failure of Grantee, its agents, employees and representatives, their successors and assigns, to perform or comply with its obligations under this Agreement, 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 Grantee, its successors and assigns, on the Servient Tenement; (b) any claim by Grantor 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 Grantor, by reason of the inspection, cleaning, maintenance, operation, repair and reconstruction of the Easement Area or any work performed by or on behalf of Grantee, 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 Grantee, 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 Grantor with regard to any such claim; if any action or proceeding is brought by a third party against Grantor by reason of any such claim, Grantor will promptly notify Grantee, its successors and assigns, of the commencement of the action or proceeding and will offer Grantee, its successors and assigns, the opportunity to assume the defense of the action or proceeding.

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Section 6.4 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 Grantor: To the Record Owner or Owners of the Servient Tenement at the time the notice is given.

If to Grantee: 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 Grantee or Grantor 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 Grantor may be given by delivery to the physical location of the Servient Tenement.

Section 6.5 Appurtenant Easement. All easements and rights granted to Douglas County herein shall be appurtenant to the Historic Park Site and shall run with and attach to title to the Historic Park Site and shall benefit Douglas County. All easements and rights reserved to Park shall be appurtenant to the remaining Park real property and shall run with and attach to title to the remaining Park real property and shall benefit Park and its successors in interest in and to the remaining Park real property.

Section 6.6 Relocation of Easements by Owner of Servient Tenement. 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 Agreement. The party seeking such consent shall provide the other party

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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.

ARTICLE VII

Motion to Approve Settlement Agreement

Immediately upon execution of this Settlement Agreement, the parties will execute and file a joint motion in the Action which seeks court approval of it, which seeks a judicial partition of the Historic Park Site from the Anderson Parcel, and which seeks to dismiss with prejudice and entry of final judgment pursuant to Rule 54(b) of the Nevada Rules of Civil Procedure of all claims in the Action concerning the obligations of Park to offer a portion of the Dangberg Home Ranch to Douglas County and/or Nevada for use as an historical park, museum and/or ranch site, including any such claims asserted by the Executors of the Estate of Katrina D. Glide.

ARTICLE VIII

Mutual Release of Claims

Each of the parties hereto absolutely and forever releases and discharges each of the other parties hereto and also DHN, and their respective members, officers, directors, agents, employees, representatives, attorneys, associates, consultants, successors, assigns, and affiliates, and each of them, from any and all claims, rights, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions and causes of action of every kind whatsoever, whether now known or unknown, which they may now have, own, or hold, or at any time heretofore had, owned or held, or could, shall or may hereafter have, own, or hold arising from the matters described in this Agreement and as alleged in the

Action, except that such release and discharge shall not apply with respect to any promises, agreements, warranties, covenants, representations, or indemnities contained in this Agreement.

ARTICLE IX

Representations and Disclaimers

Section 9.1 Use of Property. Park has not used the Historic Park Site for any purpose whatsoever. To Park's best knowledge, the Historic Park Site in the past has been used and operated as, and the activities thereon have been that of, a ranch for the raising of livestock and the growing of crops, utilizing methods and equipment usual and customary to such activities. Those activities may have included, but are not limited to, the lubrication and servicing of equipment with petroleum products and the disposal through burning and burial of garbage, trash, and worn out vehicles, equipment and their parts and other materials.

Section 9.2 Exclusion of Warranties. The listing of an item of personal property on an exhibit to this Agreement is not and shall not be construed as a warranty or representation on the part of any party to this Agreement that such item is now or on the Closing Date will be located at the Historic Park Site or of its present or future physical condition. No warranties or representations are made by any party with respect to the condition of or any aspect of the Historic Park Site, any improvements located thereon and any personal property located therein and all such warranties and representations are excluded. The release set forth in Article VIII hereof includes any claims, rights, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions and causes of action which any of the releasing parties now have, own or hold, or at any time heretofore had, owned or held with respect to the existence, location or condition of any personal property referenced in this

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Agreement, including without limitation the Douglas County Personal Property and the Achard-Glide Estate Property.

Section 9.3 Environmental Indemnity. If it is determined by a governmental agency with jurisdiction after the Closing Date, that there is a violation of any Environmental Laws caused by Douglas County after the Closing Date and such governmental agency requires a clean up or remediation program on the Historic Park Site, Douglas County will indemnify Park and DHN from expenses resulting from that cleanup or remediation program. Park and Douglas County agree to cooperate with respect to responding to any alleged violation of Environmental Laws and agree to give the other notice of any civil, criminal or administrative action, demand, claim hearing, notice of violation, investigate proceeding with respect thereto. For purposes of this section "Environmental Laws" means each federal or state law or regulation pertaining to the protection of human health and the safety of the environment.

ARTICLE X

Activities Pending Closing

Pending the Closing Date Douglas County, and Nevada, their agents, representatives, employees, and engineers may enter the Historic Park Site for purposes of beginning the process described in Section 2.5 and at their own expense may take such measures as they deem advisable to stabilize the improvements thereon. Any party allowed to enter the Historic Park Site under this Article shall give all parties prior telephonic notice of the date, time, place and purpose of all entries. All activities undertaken under this Article shall be undertaken in a manner consistent with and so as not to in any way hinder, damage or interfere with Park's farming operation. In connection with a party's activities under this

Article, that party shall defend, indemnify and hold harmless Park and DHN from all actions, claims, demands, liabilities, attorneys' fees, costs, expenses and damages which might in any manner be imposed on or incurred by Park or DHN as a result of any act or omission on the part of that party, and its respective agents, representatives, employees and engineers.

ARTICLE XI

Deferred Property Taxes

Douglas County acknowledges its awareness that the Historic Park Site is being taxed based upon an agricultural use assessment under Chapter 361A of the Nevada Revised Statutes. Douglas County hereby assumes any and all deferred property taxes on the Historic Park Site which may become due by reason of the provisions of Chapter 361A of the Nevada Revised Statutes, if any.

ARTICLE XII

Closing Date and Closing Date Obligations

Section 12.1 Closing Date. The Closing Date shall be on the date when the surveys, legal descriptions and boundary line adjustments necessary to carry out the provisions of Article II of this Agreement have been prepared and approved by Park and Douglas County and when the Court has entered an order granting the motion approving this Settlement Agreement and dismissing the claims as provided in Article VII above. If a final and appealable order approving this Settlement Agreement as provided in Article VII is not entered on or before March 10, 2003, this Agreement shall be of no further force and effect. In no event shall the Closing Date be later than May 12, 2003.

Section 12.2 Apportionment of Certain Items. All real and personal property taxes, assessments, and utility charges of whatsoever nature shall be apportioned between

Park and Douglas County as of the Closing Date. In making apportionments, all property taxes, assessments and similar items will be prorated on the basis of the number of days in the period in question before and after said date. The amounts to be apportioned under the provisions of this Section shall be apportioned and paid as soon as they can be calculated.

Section 12.3 Park's Obligations. On or before the Closing Date, Park shall deliver to Douglas County the executed Gift Deed and Gift Bill of Sale required by Articles II and IV.

Section 12.4 Possession Physical Possession of the Historic Park Site, with keys to all property locks shall be delivered to Douglas County on the Closing Date.

ARTICLE XIII

Miscellaneous

Section 13.1 Settlement No Admission. This Agreement is not and shall not be construed as evidence of or an admission by any party hereto that any claim or fact alleged by any other party hereto is true and correct. Neither this settlement nor any of its terms shall be offered or received in evidence in any action or proceeding or utilized in any manner whatsoever as an admission or concession of liability or wrongdoing of any nature on the part of the parties hereto or any to them. Nothing contained herein, however, shall prevent this Agreement or any of its terms from being used, offered or received in evidence in any proceeding to enforce any or all of the terms hereof.

Section 13.2 Agreement Executed Without Coercion. The parties hereto acknowledge that each is making this Agreement of its own free will and volition, and acknowledge that no coercion, force, pressure or undue influence has been used against any

party in the making of this Agreement either by the other parties to this Agreement or by any other person or persons.

Section 13.3 Independent Legal Advice. The parties hereto declare that each of them has had independent legal advice by persons of their own selection and that each has signed this Agreement freely and voluntarily upon advice of counsel.

Section 13.4 Notices. All notices required or permitted to be given by law or by the terms of this Agreement shall be in writing and shall be considered given upon personal service a copy on the party to be served, or twenty-four (24) hours after mailing such notice by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

- (a) If to Park, such notices shall be sent to:

Woodburn and Wedge
Gordon H. DePaoli
P.O. Box 2311
Reno, NV 89505

- (b) If to Douglas County, such notices shall be sent to:

Robert T. Morris
Chief Civil Deputy District Attorney
Office of the District Attorney
P.O. Box 218
Minden, NV 89423

- (c) If to Nevada, such notices shall be sent to:

George T. Taylor
Deputy Attorney General
Office of the Attorney General
State of Nevada
198 South Carson Street
Capitol Complex
Carson City, NV 89710

Any party may change the address to which notices to it hereunder are addressed by a notice in writing to the other.

Section 13.5 Consent. Whenever the approval or consent of any party is required for any purpose under this Agreement, that approval or consent will not be unreasonably withheld or delayed. Without limiting the foregoing, if any approval or consent is requested by either party, unless the consenting party notifies the requesting party within 3 days that it will not grant the approval or consent, the consenting party will be deemed to have given the approval or consent on the 4th day.

Section 13.6 Entire Agreement. This Agreement constitutes the entire and only understanding between the parties concerning its subject matter, and supersedes any and all prior agreements, arrangements, communications or representations, whether oral or written with respect thereto. No alteration, amendment, change, modification or waiver to this Agreement shall be valid or binding unless the same is in writing and signed by duly authorized representatives of the parties hereto.

Section 13.7 Choice of Law. This Agreement shall be construed and interpreted in accordance with, and governed by the laws of the State of Nevada.

Section 13.8 Waiver. Neither a course of conduct, nor any waiver by any party with respect to a default or breach of any provision of this Agreement by any other party shall operate or be construed as a waiver of any subsequent default or breach, or as a modification of this Agreement.

Section 13.9 Attorney's Fees. If any party commences an action against another party to enforce any of the terms hereof or because of the breach of any party of any of the

terms hereof, the prevailing party or parties shall be entitled to reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action.

Section 13.10 Time of Essence. Time is of the essence of this Agreement and each term, covenant and condition thereof.

Section 13.11 Captions. The captions of this Agreement do not in any way limit or amplify its terms and provisions.

Section 13.12 Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns for all time.

Section 13.13 Execution of Additional Documents. In addition to documents and other matters specifically referenced in this Agreement, the parties agree to execute, acknowledge and/or deliver, or cause to be executed, acknowledged and/or delivered such other documents and/or materials as may be reasonably necessary to carry out the terms and conditions of this Agreement.

Section 13.14 Force Majeure. If any party is required by this Agreement to proceed diligently by a specified date, but the efforts to proceed or complete are delayed by governmental action or inaction, work stoppages, extraordinary weather conditions or similar factors beyond the control of the party, the delay will not be deemed a breach of the obligation to proceed diligently and any date by which such action must be completed will be extended by a number of days equal to the number of days of the delay.



ARTICLE XIV

Right of First Refusal

Section 14.1 Grant of Right of First Refusal. The Gift Deed of the Historic Park Site will include for the benefit of Douglas County a Right of First Refusal with respect to the Anderson Remainder Parcel. Except as otherwise permitted in Section 14.9 below, the owner of the Anderson Remainder Parcel (the "Selling Owner") shall not directly or indirectly sell, assign or otherwise transfer all or any portion of its interest in or to said parcel to any party, whether such is initiated by the desire of said owner to transfer the Anderson Remainder Parcel or in response to any offer received from any party, without first offering the same to the owner of the Historic Park Site (the "Buying Owner") upon the terms, covenants and conditions described herein. For purposes hereof, the Selling Owner's interest in its property to be so conveyed shall be referred to herein as the "Offered Interest" and the terms, covenants and conditions upon which the Selling Owner is willing to sell, transfer or convey the Offered Interest are referred to herein as the "Acceptable Terms." The Buying Owner's right of first refusal with respect to an Offered Interest shall be exercisable in accordance with and controlled by the procedures set forth in Section 14.2 to Section 14.10.

Section 14.2 Notice. Whenever the Selling Owner desires to sell, offer or convey an Offered Interest, the Selling Owner shall give written notice (the "Notice") to the Buying Owner specifying all of the Acceptable Terms and identifying the Offered Interest. The Notice shall constitute an irrevocable offer on the part of the Selling Owner to sell and/or convey the Offered Interest to the Buying Owner upon the Acceptable Terms.

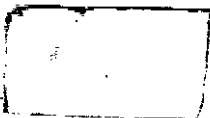
Section 14.3 Response to Notice. The Buying Owner shall have a forty-five (45) day period after receipt of the Notice within which to accept or reject the offer contained

therein. Acceptance by the Buying Owner shall constitute the Buying Owner's agreement to a binding contract to acquire the Offered Interest on the Acceptable Terms. Until acceptance, rejection, waiver of the right of first refusal or expiration of the period of time for acceptance without acceptance thereof, no sale or transfer proposed by the Selling Owner to any third party shall be contracted for or concluded except in a manner subject to the Buying Owner's preemptive rights hereunder. Failure on the part of the Buying Owner to accept the Selling Owner's offer within said forty-five (45) day period shall constitute a rejection thereof.

Section 14.4. Failure to Accept. If the Buying Owner does not accept the Selling Owner's offer, then within a period not to exceed forty-five (45) days after expiration of the forty-five (45) day period for exercise by the Buying Owner of its right of acceptance hereunder, the Selling Owner shall be free to enter into a binding contract with a third party or parties to transfer the Offered Interest upon terms no less favorable than the Acceptable Terms. If the Selling Owner does not execute a binding contract to transfer the Offered Interest to any third party or parties on terms no less favorable to it than the Acceptable Terms within the second forty-five (45) day period and then conclude a transfer of the Offered Interest pursuant to the binding contract, then the Selling Owner shall again be obligated to first offer any Offered Interest to the Buying Owner in accordance with the provisions hereof as to all subsequent transactions.

Section 14.5 Notice on Less Favorable Terms. If the Buying Owner fails to accept the Selling Owner's offer contained in a Notice given pursuant to Section 14.4 above, and the Selling Owner receives an offer at any time with respect to such Offered Interest on terms it is willing to accept which are less favorable to the Selling Owner than the Acceptable Terms,

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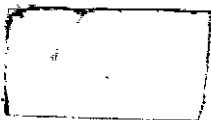


the Selling Owner shall give notice thereof to the Buying Owner specifying the terms of the proposed transaction. The notice shall constitute an irrevocable offer on the part of the Selling Owner to sell and/or convey the Offered Interest to the Buying Owner upon the terms specified in the Selling Owner's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

Section 14.6. Non-Cash Consideration. To the extent that the Acceptable Terms include consideration other than cash, the Buying Owner may pay the Selling Owner in cash in an amount equal to the value of the non-cash consideration specified in the Acceptable Terms.

Section 14.7. Termination of Right of First Refusal. The transfer of the Offered Interest to any party following the required offer of the Offered Interest to the Buying Owner pursuant to this right of first refusal and the rejection thereof shall terminate the right of first refusal of the Owner of the Historic Parcel Site hereunder with respect to the Anderson Remainder Parcel; provided, however, that such transfer was made within 45 days of the rejection and was upon the same terms and conditions as offered to the Owner of the Historic Park Site. Otherwise such transfer shall be void and of no effect.

Section 14.8. Contract Subject to Right of First Refusal. Nothing herein shall be construed to prohibit the Selling Owner from entering into a binding contract to transfer the



Offered Interest; provided, only that such contract shall be specifically subject to the right of first refusal hereby reserved, and provided further, that in no event shall the Buying Owner be required to close a sale for the Offered Interest sooner than 45 days after exercise of the right of first refusal hereby reserved.

Section 14.9. Inapplicability. The foregoing right of first refusal shall not apply to a transfer by the Selling Owner of all or any portion of its interest in the Anderson Remainder Parcel to an entity controlled by or under common control with Selling Owner; provided however that the successor-in-interest shall acquire such interest subject to the right of first refusal granted herein.

Section 14.10. Method of Giving Notice. All notices required or permitted to be given by the terms of this Right of First Refusal shall in writing and shall be considered given (1) upon personal service of a copy to the party to be served, or (2) forty-eight (48) hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail. Notice shall be given to the parties at the address shown in the records of the Douglas County Assessor as the mailing address of the Owner of the Anderson Remainder Parcel or the Historic Ranch Site as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the date and year first above written.

PARK CATTLE CO.

By: *Barbara Paul*
Its President

Approved as to Form and Content
Woodburn and Wedge
Gordon H. DePaoli

Gordon H. DePaoli

DOUGLAS COUNTY, NEVADA

By: *Bob Woodburn*
Chairman of the Board of County
Commissioners

Attest: *Barbara Paul*
Douglas County Clerk

Approved as to Form and Content
Scott W. Doyle
Douglas County District Attorney

By: *Robert T. Morris*
Robert T. Morris
Chief Civil Deputy
District Attorney

STATE OF NEVADA, ex rel.,
Its Division of State Parks

By: *Michael Thompson*
Its: *Director DGNR*

Approved as to Form and Content

Frankie Sue Del Papa
Attorney General

By: *George H. Taylor*
George Taylor
Deputy Attorney General

EXHIBIT "A"

DANGBERG RANCH
PARK PORTION

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

TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM:

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

Beginning at the Northeast corner of that parcel described in Deed to Terry "M" Jacobsen and Linda Ann Jacobsen recorded January 27, 1976 as Document No. 86937 of the Official Records of Douglas County, Nevada, from which the North $\frac{1}{4}$ corner of said Section 3 bears North $89^{\circ}20'34''$ West, a distance of 668.80 feet; thence South $12^{\circ}21'42''$ East, a distance of 800.00 feet to the Southeast corner of said Parcel Document No. 86937 and an angle point in the Easterly boundary of the parcel of land shown on the Record of Survey for Stoddard Jacobsen recorded in Book 186 on Page 1752 of the Official Records of Douglas County; thence along the Easterly and Southerly line of said Record of Survey the following three (3) courses and distances: South $12^{\circ}21'42''$ East, a distance of 4927.00 feet; South $46^{\circ}07'18''$ East, a distance of 721.66 feet; South $29^{\circ}35'16''$ West, a distance of 2091.84 feet to the Easterly line of U.S. Highway 395; thence South $43^{\circ}14'43''$ East, along the Easterly line of U.S. Highway 395, a distance of 57.90 feet to a point on the Northerly line of Parcel "B" as shown on the Division of Land Map for Wayne C. Matley & Alouise A. Matley, recorded in Book 1183 on Page 1015 of the Official Records of Douglas County, Nevada; thence along the Northerly line of said Parcel "B" the following six (6) courses and distances: North $29^{\circ}35'24''$ East, a distance of 2145.10 feet; South $52^{\circ}35'36''$ East, a distance of 86.90 feet; South $52^{\circ}35'36''$ East, a distance of 403.90 feet; South $30^{\circ}28'36''$ East, a distance of 249.23 feet; South $89^{\circ}16'36''$ East, a distance of 59.25 feet; South $89^{\circ}04'36''$ East, a distance of 1105.90 feet; thence North $02^{\circ}20'26''$ East, a distance of 66.64 feet to a point on the Southerly line of that parcel recorded on November 5, 1946 in Book Y on Page 51 of the Douglas County Records; thence along the Southerly line of said parcel recorded on November 5, 1946 the following five (5) courses and distances: North $89^{\circ}08'34''$ West, a distance of 1155.40 feet; North $28^{\circ}10'34''$ West, a distance for 296.50 feet; North $58^{\circ}38'34''$ West, a distance of 373.20 feet; North $38^{\circ}59'34''$ West, a distance of 1045.60 feet; North $12^{\circ}03'34''$ West, a distance of 5387.50 feet to the Northerly line of said Section 3; thence North $89^{\circ}20'34''$ West, along the Northerly line of said Section 3, a distance of 98.81 feet to the Point of Beginning.

Basis of Bearing: South $89^{\circ}20'34''$ East, being the bearing of the North line of Section 3, Township 12 North, Range 20 East, MDM, as shown on a map on file in the Office the County Recorder, Douglas County, Nevada, in Book 186, on Page 1752.

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

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

APN 1220-03-000-004

TOWNSHIP 13 NORTH, RANGE 19 EAST, MDM:

Section 13: South one-half (S½).

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 (SE¼); East one-half of the Southwest one-quarter (E½SW¼),

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 (E½),

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 (W½),

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 (W½),

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 feet more or less.

New Parcel 22:

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

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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

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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 (W½),

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 (SW¼) 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 (W½),
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 (NE¼NE¼) of Section 32, Township 13 North, Range 20 East, MDB&M, lying Easterly of the following described line:

Commencing at a point where the East side of Fourth Street in the Town of Minden, extended would intersect the North right of way line of U.S. Highway 395 and being North 26°35' East, 53.51 feet from the Town Monument; thence continuing North 26°35' East 137.49 feet to a point; thence South 63°25' East, 239.22 feet to a fence which was the East boundary of the Old V&T right of way and the True Point of Beginning; thence following the curve to the left from a tangent bearing South 5°36' West, on a radius of 293.42 feet a distance of 170.51 feet; thence South 31°36' East a distance of 200.00 feet to a point; thence South 31°22' East, a distance of 651.27 feet to the Point of Ending.

And that portion of the Northeast one-quarter (NE¼) of Section 32, described as follows: Beginning at the East ¼ corner of said Section 32, Township 13 North, Range 20 East, MDB&M; thence North 89°57' West 303.00 feet to a point which is the Southeast corner of that certain parcel conveyed to Henry Seeman and wife by Deed recorded April 14, 1944 in Book W of Deeds, Page 572; thence around said parcel the following courses and distances: North 120.30 feet; thence North 54°05' West, 328.80 feet; thence North 46°12' West, 429.50 feet; thence North 0°19' West 1159 feet; thence South 89°36' West 1397.30 feet, more or less, to the Northeast corner of the parcel described in Deed to Standard Oil Company recorded in Book P of Deeds, Page 288; thence South 89°32' West 176.23 feet; thence North 31°22' West, 255 feet, more or less to the North-South ¼ Section line of said Section 32; thence North along said North-South section line to the North ¼ 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 ¼ 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



Item NumberDescriptionAppraised Fair
Market Value

1	Oil painting Artist: Cesane Vallali Subject: Cherubs Size: 45"W x 20"H	\$ 750.00
2	Bronze horse on base Artist: Carlson Size: 18"H Date: 1978	2,000.00
3	White oriental vase on ebony base. Subject of figurines and green life tree.	125.00
4	Mahogany speaker with front doors. Applied ornament and incised lines.	250.00
5	Oil framed painting Artist: St. George Subject: Mountain Torrance water Venice Scene. Size: 41"L x 24"H	550.00
6	Two oil framed paintings Artist: Charles Morlz Subject: Mr. Ferris Subject: Mrs. Ferris Dated: 1980 Size: 24"L x 29"H	973.00
7	Zenith stereo console Grass cloth speaker covers Eight track stereo selector	50.00
8	Turquoise oriental painted vase	125.00

EXHIBIT B

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BK0103PG10718

9	Gold framed oil painting Artist: St. George Subject: Venice mountain scene Size: 41"L x 24"H	\$ 500.00
10	Jade statue of lady Size: 33"H	500.00
11	Two oriental vases on wood bases Size: 23"H	300.00
12	Library table with two drawers and legs of bold proportions and scalloped table edges 6'L	500.00
13	Walnut library armchair, covered in gros point and petit point needlework. Turned and tapered legs. Carved giltwood on arms and center cross bar.	350.00
14	Chalk drawing framed Artist: A. Sheldon Pennoyer Subject: Venice/trees, houses and stream. Size: 23"L x 17"H	350.00
15	Victorian armchair Upholstered arms and back and seat.	500.00
16	Pottery camel	150.00
17	Brass bowl on wood base with two handles 23" diameter	250.00
18	Grand piano and bench William Knabe and Company Kohler and Chase Dated: 1837 Serial Number 2074	1,200.00
19	Brass floor lamp and shade	40.00

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BK0103PG10719

20	Upholstered Gentleman's chair. Balloon back with finger roll and scroll legs.	\$ 500.00
21	Massive colored oriental bowl, painted design	125.00
22	Overstuffed upholstered side chair in pink fabric	75.00
23	Love seat and couch in matching fabric with throw pillows	150.00
24	Two matching coffee tables by B. Chanpney, 1871. Inlayed country scenes in the center with glass top.	100.00
25	Wood lamp stand with tripod base	50.00
26	Round coffee table with marble base. Spindle legs.	150.00
27	High back upholstered armchair in blue and grey stripes	75.00
28	Large black pottery elephant plant stand	75.00
29	Classic early nineteenth century carved teak chair with needle point seat	175.00
30	Lady's chair with finger roll upholstered in blue fabric with tufting	50.00
31	Drop leaf table with applied spool ornaments	150.00
32	Miscellaneous ceramic Oriental figurines	55.00
33	Table lamp with ceramic base and white shade	50.00
34	Oriental blue vase	100.00

0565191

BK0103PG10720

35	Victorian Bedstand - tall, head and foot board, applied burl veneer panel on footboard; headboard decorated with recessed burl veneer panel, applied panels, applied molding.	\$ 1,250.00
36	Commode washstand with marble top and marble back splash, molded veneer panels on doors and drawers, carved molding on corner stiles.	450.00
37	Oval wood framed mirror	45.00
38	Round parlor table. Marble top, molded apron, and machine lines	250.00
39	Simple flowing wooden frame rocking chair with cane seat and back	200.00
40	Table lamp with white ceramic glazed base and linen shade	35.00
41	Dressing case - marble top, applied molding around drawers, applied burl veneer panels on drawers, applied carving on corner stiles, and mirror frame, molded pediment. Four drawers.	650.00
42	Two matching Victorian carved armchairs	140.00
43	Marble top end table with drawer and door	125.00
44	Walnut carved side table with lower shelf and center drawer. Legs are carved with lower front banding. 32" x 36"	300.00
45	White jardinere	50.00

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46	Brass candle holder, copper bowl and wood stand and yellow glass bowl	\$ 15.00
47	Hall mirror in heavy gold leaf frame. 29"L x 30"H	200.00
48	Blue and white umbrella stand	45.00
49	Double caned seat bench with back slats and lower cross bar. Arms are carved with simplicity of line. 39" x 28"	400.00
50	Wooden bookcase with four shelves. 64"L x 58"H	150.00
51	Mahogany phonograph case	85.00
52	Four drawer oak dresser with marble top, swing mirror, circular knobs. 41" x 38"	500.00
53	Commode dresser with beveled front, marble top and back splash and circular knobs	375.00
54	Two matching brass lamps with white shades	100.00
55	Brass tapered table lamp with white shade	25.00
56	Night stand with marble top, lower cabinet and drawer. 30" x 19"	75.00
57	Double bed with head and foot board. Applied ornaments and molded carved crest and head rail.	500.00
58	Six drawer dresser with round knobs with two decks with drawers	375.00

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BK0103PG10722

59	Small drop leaf table with attached lower bars	\$ 45.00
60	Upholstered chaise lounge in blue floral design	40.00
61	Wicker desk with center drawer and matching armless chair	150.00
62	Corner "whatnot" shelf with carved leaf design	42.00
63	Drop front table desk in cherry wood with center drawer. Machine lines and carved bannings with top shelf.	450.00
64	Small Indian Navajo basket	75.00
65	Figurine of lady in brown marble	20.00
66	Wood chaise lounge with carved legs and end rails	65.00
67	Two red leather rocking arm chairs	75.00
68	Twelve shelves of miscellaneous books	50.00
69	Miscellaneous jars of glass, oriental vases, pottery and medicine jar	55.00
70	Small table scale with weights	125.00
71	Wood foot stool with leather top. Carving on sides and center bar.	25.00
72	Blue cane chair	15.00
73	Ash writing table with lower shelf. Sides have applied molding and crest.	65.00
74	Table lamp with blue glass and white shade	50.00

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BK0103PG10723

75	Seth Thomas table clock (Inoperative)	\$ 20.00
76	Framed still life Artist: Georgis Kraus	45.00
77	Armless wooden rocker	55.00
78	Two sterling silver candle holders with pheasants	150.00
79	Five shelves of miscellaneous colored glass and china	250.00
80	RCA XL100 television with mahogany stand	75.00
81	Sterling silver champagne holder	100.00
82	Wicker plant stand and food cart on wheels	150.00
83	Sterling silver tea and service set consisting of a tray, coffee and tea pot, and three servers	400.00
84	Oak dining room table with leafs and ten armless chairs and two arm chairs. Seats are that of leather. Square corners and large spool type legs.	750.00
85	Brass chandelier with upright glass colored bulbs and crystal dangles	350.00
86	White Oriental style flower holder with two end figurines	15.00
87	Oak china cabinet with center door and rounded side glass panels and front. Cabinet has applied molding on trim and top edge.	600.00
88	Cabinet consisting of five shelves of miscellaneous glass items:	350.00

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Blue carnival glass, crystal,
sterling silver dish, red
onyx elephant on stand, crystal
serving dishes, Wedgewood
china, Haviland china, pewter
pitcher, Whieldon ware of
Pheasant pattern.

89	Two sterling silver candleabra	\$ 350.00
90	Large onyx horse lying down on wood base	160.00
91	Victorian oak hutch and match- ing side table. Simplicity in line. Hutch has back mirror with applied molding, center drawer and lower cabinet with two shelves. Side table has two center drawers with lower shelf.	750.00
92	Eight China doll figurines. Glass candy dish with sterling silver top, sterling silver plate with bowl by Reid and Barton, sterling silver cigar humidor.	200.00
93	Two oil and vinegar servers, blue and white floral design, sterling silver tray with five service pieces.	450.00
94	Contents of Victorian oak hutch (item number 91 above): Pair of sterling silver salt and pepper shakers, sterling silver candle holders, sterling silver gravy pitcher, miscellaneous eight piece place setting of forks, knives, spoons, and sterling silver flower holder.	150.00
95	Antique Waterbury clock with date set. Applied molding on crown and base.	850.00

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BK0103PG10725

96	Victorian hat rack with eight spindles, marble top table and drawer with carved crest and center mirror.	\$ 200.00
97	Brass bell	25.00
98	Large dish hutch and food bin. Lower drawers and cupboards and upper cupboard.	250.00
99	Oval oak kitchen table with four armless spindle back chairs.	125.00
100	French Provincial bedroom set consisting of: double bed with head and foot board, five drawer dresser, two armless chairs, end table, four drawer dresser with mirror, dressing table with two drawers and folding mirror with stool.	150.00
101	Refrigerator GE two door 23.5 cubic feet with custom dispenser	200.00
102	Washoe small red and white beaded basket in cone shape with lid. All red background, dark pine tree designs with animal. Excellent condition. 4 1/2" x 5" diameter.	165.00
103	Basket with lid. Square design in center uniformly going around the basket in faded gold and black "cross" design. Excellent condition. 7-3/4" diameter x 4 1/2"H.	250.00
104	Washoe small bowl. Crosses and step design. Finely woven, rim damage; otherwise good condition.	100.00
105	Washoe basketry on bottle. 9-1/8"H. Excellent condition.	125.00

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106	Washoe hat basket. Few stitches missing from outer rim. Excellent condition.	\$ 175.00
107	Washoe coiled Willow. Arrowhead design. Condition very good. 6½" x 3½"	175.00
108	Washoe basketry on jar. 8"H x 3" at opening. Excellent condition. Jar basket with tight weave and glass insert.	150.00
109	Washoe Cornucopia. Condition very good. 6½" x 6½"	75.00
110	Washoe very small Cornucopia. Broken rim. 7½"H.	35.00
111	Washoe single rod basket. Condition excellent. 9½" diameter x 3-3/4"H	150.00
112	Washoe large open basket. Condition very good. 13" x 7H	275.00
113	Washoe lidded, single rod basket. Very good condition. 11½" x 6"H	250.00
114	Washoe large open basket. 25" diameter x 6½"H. One broken handle; otherwise condition is very good.	250.00
115	Washoe very large utility or storage basket. Some broken interior stitches. 30½" x 12½". Very good condition.	350.00
116	Cradle basket with buckskin. Condition fair.	40.00
117	5 doll cradles in fair to poor condition.	20.00
118	Cradle for a newborn. Condition fair.	30.00

0565191

BK0103PG10727

119

Johann Haviland Bavaria \$ 375.00
 Germany fine china. Blue
 garland pattern. Consisting
 of: three boxes of 20
 piece set, 4 dinner, 4 cups,
 4 saucers, 4 bread and
 butter, 4 dessert, and 12
 salad plates

120

Haviland china. Limoges, 1,354.21
 France. S & G Gumps Company
 Pattern: Eden-Gold Rim-France
 Condition is excellent.
 Delicate floral pattern in
 lime green color with white
 background.

Set consists of:

24 dinner plates	\$391.20
12 salad/dessert plates	137.40
12 teacups and saucers	240.00
12 coffee demi tasse and saucers	240.00
12 fruit bowls	120.96
1 covered vegetable dish	32.65
1 covered soup tureen	45.00
1 large open serving bowl	35.00
2 serving plates	60.00
1 large platter	37.00
1 oval pickle dish	15.00

121

Incomplete set of English 65.00
 china. By Whieldon Ware
 with markings
 Pattern: Pheasant
 F. Winkle and Company
 England

Incomplete set in fair
 condition. On soup cups
 with two handles, one handle
 has been removed to make a
 tea cup.

17 saucers
 8 larger soup saucers
 7 small tea saucers
 5 cups with broken handles
 1 small rice bowl
 4 demi tasse saucers

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BK0103PG10728



122

Antique wood gun powder barrel \$ 50.00

123

Small white homemade cupboard
with doors and lower drawers 45.00

COPY

0565191

BK0103PG10729



<u>Item Number</u>	<u>Description</u>	<u>Appraised Fair Market Value</u>
1	Waxed doll dressed in "Grandmother's wedding dress." Good condition.	\$ 350.00
2	Box of broken doll parts including baby doll. Poor condition with broken head poorly repaired.	20.00
3	Mrs. Dangberg's delicate necklace of pearls and sapphires on a golden chain	250.00
4	Mrs. Dangberg's graduation ring from University of Nevada "1896"	100.00
5	Mrs. Dangberg's strand of pink Venetian beads	100.00
6	Mrs. Dangberg's three diamond dinner ring pavai	750.00
7	Mrs. Dangberg's gold watch on gold chain	300.00
8	Sewing box. Contents missing.	2.50
9	Lionel Flyer mechanical electrical train set with switches and accessories	350.00
10	Box of linens	25.00
11	Singer portable sewing machine Serial number: K890468	150.00
12	Eelskin handbag	10.00

EXHIBIT C

0565191

BK0103PG10730

13 Henry's .44 gauge repeating rifle manufactured by the New Haven, Connecticut, Arms Company in 1850; 23" round brass barrel, tubular magazine; lever action, fall front single shot; brass frame with wood forearm. Serial number 2338. In approximately 50% grade condition. \$ 4,500.00

14 Colt 12 gauge shotgun manufactured by Colts PT.F.A. Manufacturing Company, Hartford, CT, in 1832; 30" damaskus steel barrel, side-by-side; Damisk finish on barrel with wood forearm. 500.00

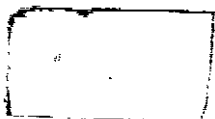
15 L. C. Smith 12 gauge side-by-side shotgun with 30" barrel manufactured by Hunter Arms Company of Fulton, New York, in approximately 50% condition. 450.00

16 Winchester 20 gauge pump shotgun with 28" nickel steel barrel; manufactured in 1912; Serial number 244191; in poor condition. 300.00

17 Remington Derringer-pistol with wood grip, manufactured in Sons Lion, New York; Elliots Patent; December 12, 1865 250.00

18 Pearl handle pistol with flower design etched in silver, manufactured by Smith and Wesson of Springfield, Massachusetts. Engraved on left side of pearl handle: "RK." Serial number 99033 850.00

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BK0103PG10731



Decanters (excellent condition,
never having been opened and
still in the original containers)

19 Giffard Decanter \$ 225.00

Angers-France
1969 France

22-karat gold finish

\$21.50 price tag

20 Scotch Whiskey Decanter 200.00

Name: The Spout of Scotland

Vol. IV

Wrapped in cellophane

21 Bicentennial Commemorative 275.00

Decanter

1776-1976

Lejon, California Brandy

22 Liberty Bell Decanter 475.00

Handcrafted 12 karat

gold finish

Philadelphia porcelain

Blended whiskey

0565191

BK0103PG10732


Dangberg Ranch - HISTORIC PARK SITE 



EXHIBIT D

0565191

BK0103PG10733

31 PRESERVATION BRIEFS

Mothballing Historic Buildings

Sharon C. Park, AIA



U.S. Department of the Interior
National Park Service
Cultural Resources
Preservation Assistance

When all means of finding a productive use for a historic building have been exhausted or when funds are not currently available to put a deteriorating structure into a useable condition, it may be necessary to close up the building temporarily to protect it from the weather as well as to secure it from vandalism. This process, known as mothballing, can be a necessary and effective means of protecting the building while planning the property's future, or raising money for a preservation, rehabilitation or restoration project. If a vacant property has been declared unsafe by building officials, stabilization and mothballing may be the only way to protect it from demolition.

This Preservation Brief focuses on the steps needed to "de-activate" a property for an extended period of time. The project team will usually consist of an architect, historian, preservation specialist, sometimes a structural engineer, and

a contractor. Mothballing should not be done without careful planning to ensure that needed physical repairs are made prior to securing the building. The steps discussed in this Brief can protect buildings for periods of up to ten years; long-term success will also depend on continued, although somewhat limited, monitoring and maintenance. For all but the simplest projects, hiring a team of preservation specialists is recommended to assess the specific needs of the structure and to develop an effective mothballing program.

A vacant historic building cannot survive indefinitely in a boarded-up condition, and so even marginal interim uses where there is regular activity and monitoring, such as a caretaker residence or non-flammable storage, are generally preferable to mothballing. In a few limited cases when the vacant building is in good condition and in a location where it can be watched and checked regularly, closing and locking the door, setting heat levels at just above freezing, and securing the windows may provide sufficient protection for a period of a few years. But if long-term mothballing is the only remaining option, it must be done properly (see fig. 1 & 2). This will require stabilization of the exterior, properly designed security protection, generally some form of interior ventilation - either through mechanical or natural air exchange systems - and continued maintenance and surveillance monitoring.

Comprehensive mothballing programs are generally expensive and may cost 10% or more of a modest rehabilitation budget. However, the money spent on well-planned protective measures will seem small when amortized over the life of the resource. Regardless of the location and condition of the property or the funding available, the following 9 steps are involved in properly mothballing a building:



Figure 1. Proper mothballing treatment: This building has been successfully mothballed for 10 years because the roof and walls were repaired and structurally stabilized, ventilation towers were added, and the property is maintained. Photo: Charles E. Fisher, NPS.

EXHIBIT E 0565 191 BK0103PG10734



Figure 2. Improper treatment: Boarding up without adequate ventilation, lack of maintenance, and neglect of this property have accelerated deterioration. Photo: NPS file.

to be structurally unsound until the condition of the structure can be fully assessed (see fig. 3). If pigeon or bat droppings, friable asbestos or other health hazards are present, precautions must be taken to wear the appropriate safety equipment when first inspecting the building. Consideration should be given to hiring a firm specializing in hazardous waste removal if these highly toxic elements are found in the building.

Documenting and recording the building. Documenting a building's history is important because evidence of its true age and architectural significance may not be readily evident. The owner should check with the State Historic Preservation Office or local preservation commission for assistance in researching the building. If the building has never been researched for listing in the National Register of Historic Places or other historic registers, then, at a minimum, the following should be determined:

- The overall historical significance of the property and dates of construction;
- the chronology of alterations or additions and their approximate dates; and,
- types of building materials, construction techniques, and any unusual detailing or regional variations of craftsmanship.

Old photographs can be helpful in identifying early or original features that might be hidden under modern materials. On a walk-through, the architect, historian, or preservation specialist should identify the architecturally significant elements of the building, both inside and out (see fig. 4).

Documentation

1. Document the architectural and historical significance of the building.
2. Prepare a condition assessment of the building.

Stabilization

3. Structurally stabilize the building, based on a professional condition assessment.
4. Exterminate or control pests, including termites and rodents.
5. Protect the exterior from moisture penetration.

Mothballing

6. Secure the building and its component features to reduce vandalism or break-ins.
7. Provide adequate ventilation to the interior.
8. Secure or modify utilities and mechanical systems.
9. Develop and implement a maintenance and monitoring plan for protection.

These steps will be discussed in sequence below. Documentation and stabilization are critical components of the process and should not be skipped over. Mothballing measures should not result in permanent damage, and so each treatment should be weighed in terms of its reversibility and its overall benefit.

Documentation

Documenting the historical significance and physical condition of the property will provide information necessary for setting priorities and allocating funds. The project team should be cautious when first entering the structure if it has been vacant or is deteriorated. It may be advisable to shore temporarily areas appearing



Figure 3. Buildings seriously damaged by storms or deterioration may need to be braced before architectural evaluations can be made. Jehro Coffin House. Photo: John Milner Architects.

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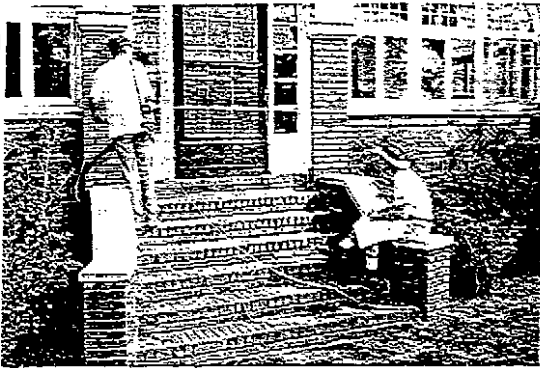


Figure 4. Documenting the building's history, preparing schematic plans, and assessing the condition of the building will provide necessary information on which to set priorities for stabilization and repair prior to securing the building. Photo: Frederick Lindstrom, HAAS.

By understanding the history of the resource, significant elements, even though deteriorated, may be spared the trash pile. For that reason alone, any materials removed from the building or site as part of the stabilization effort should be carefully scrutinized and, if appearing historic, should be photographed, tagged with a number, inventoried, and safely stored, preferably in the building, for later retrieval (see fig. 5).

A site plan and schematic building floor plans can be used to note important information for use when the building is eventually preserved, restored, or rehabilitated. Each room should be given a number and notations added to the plans regarding the removal of important features to storage or recording physical treatments undertaken as part of the stabilization or repair.

Because a mothballing project may extend over a long period of time, with many different people involved, clear records should be kept and a building file established. Copies of all important data, plans, photographs, and lists of consultants or contractors who have worked on the property should be added to the file as the job progresses.



Figure 5. Loose or detached elements should be identified, tagged and stored, preferably on site. Photo: NPS files.

Recording all actions taken on the building will be helpful in the future.

The project coordinator should keep the building file updated and give duplicate copies to the owner. A list of emergency numbers, including the number of the key holder, should be kept at the entrance to the building or on a security gate, in a transparent vinyl sleeve.

Preparing a condition assessment of the building. A condition assessment can provide the owner with an accurate overview of the current condition of the property. If the building is deteriorated or if there are significant interior architectural elements that will need special protection during the mothballing years, undertaking a condition assessment is highly recommended, but it need not be exhaustive.

A modified condition assessment, prepared by an architect or preservation specialist, and in some case a structural engineer, will help set priorities for repairs necessary to stabilize the property for both the short and long-term. It will evaluate the age and condition of the following major elements: foundations; structural systems; exterior materials; roofs and gutters; exterior porches and steps; interior finishes; staircases; plumbing, electrical, mechanical systems; special features such as chimneys; and site drainage.

To record existing conditions of the building and site, it will be necessary to clean debris from the building and to remove unwanted or overgrown vegetation to expose foundations. The interior should be emptied of its furnishing (unless provisions are made for mothballing these as well), all debris removed, and the interior swept with a broom. Building materials too deteriorated to repair, or which have come detached, such as moldings, balusters, and decorative plaster, and which can be used to guide later preservation work, should be tagged, labeled and saved.

Photographs or a videotape of the exterior and all interior spaces of the resource will provide an invaluable record of "as is" conditions. If a videotape is made, oral commentary can be provided on the significance of each space and architectural feature. If 35mm photographic prints or slides are made, they should be numbered, dated, and appropriately identified. Photographs should be cross-referenced with the room numbers on the schematic plans. A systematic method for photographing should be developed; for example, photograph each wall in a room and then take a corner shot to get floor and ceiling portions in the picture. Photograph any unusual details as well as examples of each window and door type.

For historic buildings, the great advantage of a condition assessment is that architectural features, both on the exterior as well as the interior, can be rated on a scale of their importance to the integrity and significance of the building. Those features of the highest priority should receive preference when repairs or protection measures are outlined as part of the mothballing process. Potential problems with protecting these features should be identified so that appropriate interim solutions can be selected. For example, if a building has always been heated and if murals, decorative plaster walls, or examples of patterned wall paper are identified as highly significant, then special care should be taken to regulate the interior climate and to monitor it adequately during the

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mothballing years. This might require installing electrical service to provide minimal heat in winter, fan exhaust in summer, and humidity controls for the interior.

Stabilization

Stabilization as part of a mothballing project involves correcting deficiencies to slow down the deterioration of the building while it is vacant. Weakened structural members that might fail altogether in the forthcoming years must be braced or reinforced; insects and other pests removed and discouraged from returning; and the building protected from moisture damage both by weatherizing the exterior envelope and by handling water run-off on the site. Even if a modified use or caretaker services can eventually be found for the building, the following steps should be addressed.

Structurally stabilizing the building. While bracing may have been required to make the building temporarily safe for inspection, the condition assessment may reveal areas of hidden structural damage. Roofs, foundations, walls, interior framing, porches and dormers all have structural components that may need added reinforcement.

Structural stabilization by a qualified contractor should be done under the direction of a structural engineer or a preservation specialist to ensure that the added weight of the reinforcement can be sustained by the building and that the new members do not harm historic finishes (see fig. 6). Any major vertical post added during the stabilization should be properly supported and, if necessary, taken to the ground and underpinned.



Figure 6. Interior bracing which will last the duration of the mothballing will protect weakened structural members. Jethro Coffin House. Photo: John Milner Architects.

If the building is in a northern climate, then the roof framing must be able to hold substantial snow loads. Bracing the roof at the ridge and mid-points should be considered if sagging is apparent. Likewise, interior framing around stair openings or under long ceiling spans should be investigated. Underpinning or bracing structural piers weakened by poor drainage patterns may be a good precaution as well. Damage caused by insects, moisture, or from other causes should be repaired or reinforced and, if possible, the source of the damage removed. If features such as porches and dormers are so severely deteriorated

that they must be removed, they should be documented, photographed, and portions salvaged for storage prior to removal.

If the building is in a southern or humid climate and termites or other insects are a particular problem, the foundation and floor framing should be inspected to ensure that there are no major structural weaknesses. This can usually be done by observation from the crawl space or basement. For those structures where this is not possible, it may be advisable to lift selective floor boards to expose the floor framing. If there is evidence of pest damage, particularly termites, active colonies should be treated and the structural members reinforced or replaced, if necessary.

Controlling pests. Pests can be numerous and include squirrels, raccoons, bats, mice, rats, snakes, termites, moths, beetles, ants, bees and wasps, pigeons, and other birds. Termites, beetles, and carpenter ants destroy wood. Mice, too, gnaw wood as well as plaster, insulation, and electrical wires. Pigeon and bat droppings not only damage wood finishes but create a serious and sometimes deadly health hazard.

If the property is infested with animals or insects, it is important to get them out and to seal off their access to the building. If necessary, exterminate and remove any nests or hatching colonies. Chimney flues may be closed off with exterior grade plywood caps, properly ventilated, or protected with framed wire screens. Existing vents, grills, and louvers in attics and crawl spaces should be screened with bug mesh or heavy duty wire, depending on the type of pest being controlled. It may be advantageous to have damp or infested wood treated with insecticides (as permitted by each state) or preservatives, such as borate, to slow the rate of deterioration during the time that the building is not in use.

Securing the exterior envelope from moisture penetration. It is important to protect the exterior envelope from moisture penetration before securing the building. Leaks from deteriorated or damaged roofing, from around windows and doors, or through deteriorated materials, as well as ground moisture from improper site run-off or rising damp at foundations, can cause long-term damage to interior finishes and structural systems. Any serious deficiencies on the exterior, identified in the condition assessment, should be addressed.

To the greatest extent possible, these weatherization efforts should not harm historic materials. The project budget may not allow deteriorated features to be fully repaired or replaced in-kind. Non-historic or modern materials may be used to cover historic surfaces temporarily, but these treatments should not destroy valuable evidence necessary for future preservation work. Temporary modifications should be as visually compatible as possible with the historic building.

Roofs are often the most vulnerable elements of the building exterior and yet in some ways they are the easiest element to stabilize for the long term, if done correctly. "Quick fix" solutions, such as tar patches on slate roofs, should be avoided as they will generally fail within a year or so and may accelerate damage by trapping moisture. They are difficult to undo later when more permanent repairs are undertaken. Use of a tarpaulin over a leaking roof should be thought of only as a very temporary

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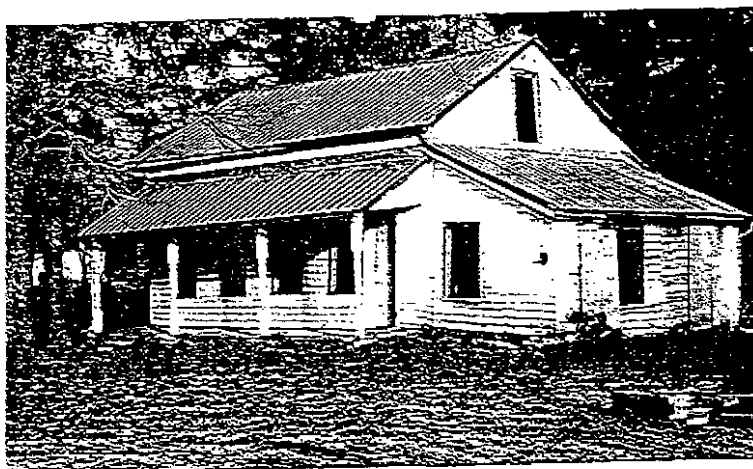


Figure 7. Non-historic materials are appropriate for mothballing projects when they are used to protect historic evidence remaining for future preservation. This lightweight aluminum channel frame and roofing covers the historic wooden shingle roof. Galvanized mesh panels secure the window openings from intrusion by raccoons and other unwanted guests. Photo: Williamsport Preservation Training Center, NPS.

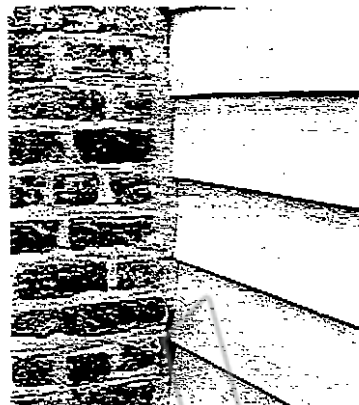


Figure 8. Appropriate mortar mixes should be used when masonry repairs are undertaken. In this case, a soft lime based mortar is used as an infill between the brick and wooden elements. When full repairs are made during the restoration phase, this soft mortar can easily be removed and missing bricks replaced.

emergency repair because it is often blown off by the wind in a subsequent storm.

If the existing historic roof needs moderate repairs to make it last an additional ten years, then these repairs should be undertaken as a first priority. Replacing cracked or missing shingles and tiles, securing loose flashing, and reanchoring gutters and downspouts can often be done by a local roofing contractor. If the roof is in poor condition, but the historic materials and configuration are important, a new temporary roof, such as a lightweight aluminum channel system over the existing, might be considered (see fig. 7). If the roofing is so deteriorated that it must be replaced and a lightweight aluminum system is not affordable, various inexpensive options might be considered. These include covering the existing deteriorated roof with galvanized corrugated metal roofing panels, or 90 lb. rolled roofing, or a rubberized membrane (refer back to cover photo). These alternatives should leave as much of the historic sheathing and roofing in place as evidence for later preservation treatments.

For masonry repairs, appropriate preservation approaches are essential. For example, if repointing deteriorated brick chimneys or walls is necessary to prevent serious moisture penetration while the building is mothballed, the mortar should match the historic mortar in composition, color, and tooling. The use of hard portland cement mortars or vapor-impermeable waterproof coatings are not appropriate solutions as they can cause extensive damage and are not reversible treatments (see fig. 8).

For wood siding that is deteriorated, repairs necessary to keep out moisture should be made; repainting is generally warranted. Cracks around windows and doors can be beneficial in providing ventilation to the interior and so should only be caulked if needed to keep out bugs and moisture. For very deteriorated wall surfaces on wooden frame structures, it may be necessary to sheathe in plywood panels, but care should be taken to minimize installation damage by planning the location of the nailing or screw

patterns or by installing panels over a frame of battens (see fig. 9). Generally, however, it is better to repair deteriorated features than to cover them over.

Foundation damage may occur if water does not drain away from the building. Run-off from gutters and downspouts should be directed far away from the foundation wall by using long flexible extender pipes equal in length to twice the depth of the basement or crawl space. If underground drains are susceptible to clogging, it is recommended that the downspouts be disconnected from the drain boot and attached to flexible piping. If gutters and downspouts are in bad condition, replace them with inexpensive aluminum units.

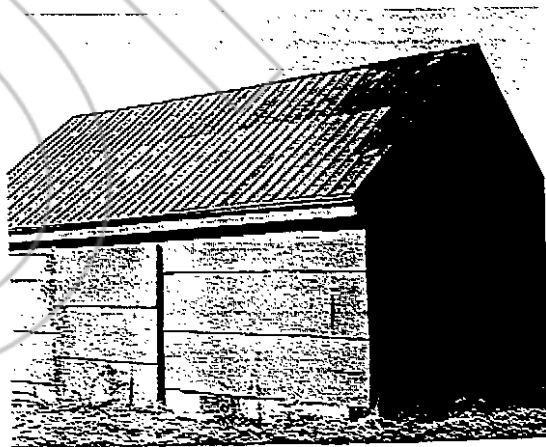


Figure 9. Severely deteriorated wooden siding on a farm building has been covered over with painted plywood panels as a temporary measure to eliminate moisture penetration to the interior. Foundation vents and loose

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If there are no significant landscape or extended archaeological elements around the foundation, consideration should be given to regrading the site if there is a documented drainage problem (see fig. 10). If building up the grade, use a fiber mesh membrane to separate the new soil from the old and slope the new soil 6 to 8 feet (200 cm-266 cm) away from the foundation making sure not to cover up the dampcourse layer or come into contact with skirting boards. To keep vegetation under control, put down a layer of 6 mil black polyethylene sheeting or fiber mesh matting covered with a 2"-4" (5-10 cm.) of washed gravel. If the building suffers a serious rising damp problem, it may be advisable to eliminate the plastic sheeting to avoid trapping ground moisture against foundations.



Figure 10. Regrading around the Booker Tenement at Colonial Williamsburg has protected the masonry foundation wall from excessive damp. This building has been successfully mothballed for over 10 years. Note the attic and basement vents, the temporary stairs, and the informative sign interpreting the history of this building.

Mothballing

The actual mothballing effort involves controlling the long-term deterioration of the building while it is unoccupied as well as finding methods to protect it from sudden loss by fire or vandalism. This requires securing the building from unwanted entry, providing adequate ventilation to the interior, and shutting down or modifying existing utilities. Once the building is de-activated or secured, the long-term success will depend on periodic maintenance and surveillance monitoring.

Securing the building from vandals, break-ins, and natural disasters. Securing the building from sudden loss is a critical aspect of mothballing. Because historic buildings are irreplaceable, it is vital that vulnerable entry points are sealed. If the building is located where fire and security service is available then it is highly recommended that some form of monitoring or alarm devices be used.

To protect decorative features, such as mantels, lighting fixtures, copper downspouts, iron roof cresting, or stained glass windows from theft or vandalism, it may be advisable to temporarily remove them to a more secure location if they cannot be adequately protected within the structure.

Mothballed buildings are usually boarded up, particularly on the first floor and basement, to protect fragile glass windows from breaking and to reinforce entry points (see fig. 11). Infill materials for closing door and window openings include plywood, corrugated panels, metal grates, chain fencing, metal grills, and cinder or cement blocks (see fig. 12). The method of installation should not result in the destruction of the opening and all associated sash, doors, and frames should be protected or stored for future reuse.

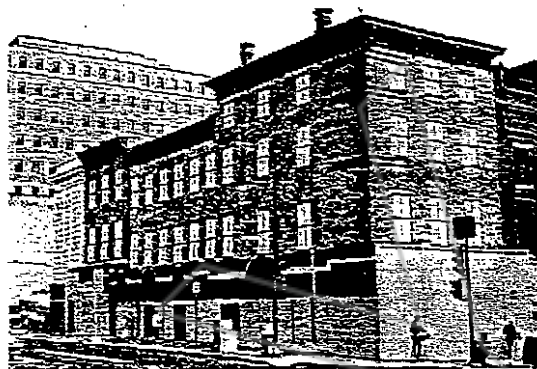


Figure 11. Urban buildings often need additional protection from unwanted entry and graffiti. This commercial building uses painted plywood panels to cover expansive glass storefronts and chain link fencing is applied on top of the panels. The upper windows on the street sides have been covered and painted to resemble 19th century sash. Photo: Thomas Jester, NPS.

Generally exterior doors are reinforced and provided with strong locks, but if weak historic doors would be damaged or disfigured by adding reinforcement or new locks, they may be removed temporarily and replaced with secure modern doors (see fig. 13). Alternatively, security gates in a new metal frame can be installed within existing door openings, much like a storm door, leaving the historic door in place. If plywood panels are installed over door openings, they should be screwed in place, as opposed to nailed, to avoid crowbar damage each time the panel is removed. This also reduces pounding vibrations from hammers and eliminates new nail holes each time the panel is replaced.

For windows, the most common security feature is the closure of the openings; this may be achieved with wooden or pre-formed panels or, as needed, with metal sheets or concrete blocks. Plywood panels, properly installed to protect wooden frames and properly ventilated, are the preferred treatment from a preservation standpoint.

There are a number of ways to set insert plywood panels into windows openings to avoid damage to frame and sash (see fig. 14). One common method is to bring the upper and lower sash of a double hung unit to the mid-point of the opening and then to install pre-cut plywood panels using long carriage bolts anchored into horizontal wooden bracing, or strong backs, on the inside face of the window. Another means is to build new wooden blocking frames set into deeply recessed openings, for example in an industrial mill or warehouse, and then to affix the plywood panel to

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the blocking frame. If sash must be removed prior to installing panels, they should be labeled and stored safely within the building.

Plywood panels are usually 1/2"-3/4" (1.25-1.875 cm.) thick and made of exterior grade stock, such as CDX, or

marine grade plyw. They should be painted to protect them from delamination and to provide a neater appearance. These panels may be painted to resemble operable windows or treated decoratively (see fig. 15). With extra attention to detail, the plywood panels can be

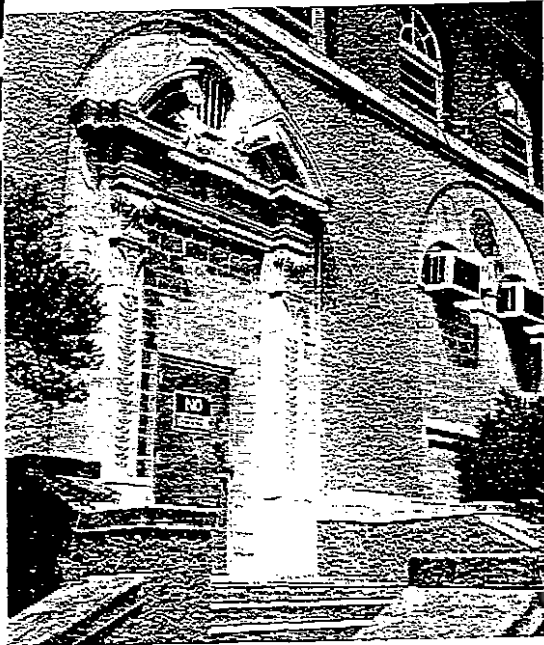


Figure 12. First floor openings have been filled with cinderblocks and doors, window sash and frames have been removed for safe keeping. Note the security light over the windows and the use of a security metal door with heavy duty locks. Photo: H. Ward Jandl, NPS.



Figure 13. If historic doors would be damaged by adding extra locks, they should be removed and stored and new security doors added. At this lighthouse, the historic door has been replaced with a new door (seen both inside and outside) with an inset vent and new deadbolt locks. The heavy historic hinges have not been damaged. Photo: Williamsport Preservation Training Center, NPS.

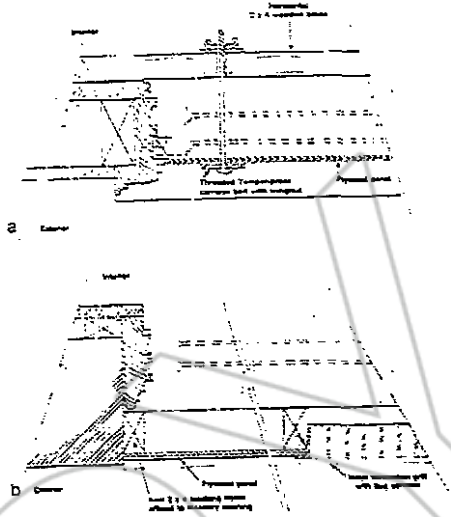


Figure 14. A: Plan detail showing plywood security panel anchored with carriage bolts through to the inside horizontal bracing, or strong backs. B: Plan detail showing section of plywood window panel attached to a new pressure treated wood frame set within the masonry opening. Ventilation should be included whenever possible or necessary.

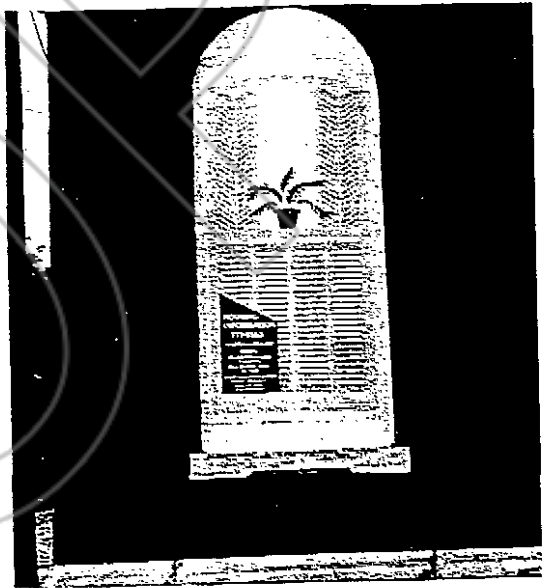


Figure 15. Painting trompe l'oeil scenes on plywood panels is a neighborhood friendly device. In addition, the small sign at the bottom left corner gives information for contacting the organization responsible for the care of the mothballed building. Photo: Lee H. Nelson, EALA.

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trimmed out with muntin strips to give shadow line simulating multi-lite windows. This level of detail is a good indication that the building is protected and valued by the owner and the community.

If the building has shutters, simply close the shutters and secure them from the interior (see fig. 16). If the building had shutters historically, but they are missing, it may be appropriate to install new shutters, even in a modern material, and secure them in the closed position. Louvered shutters will help with interior ventilation if the sash are propped open behind the shutters.

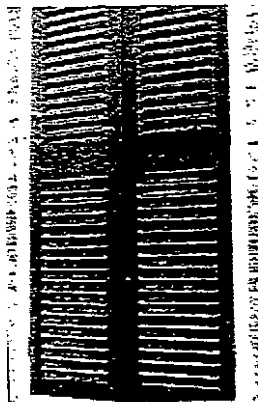


Figure 16. Historic louvered shutters make excellent security closures with passive ventilation.

There is some benefit from keeping windows unboarded if security is not a problem. The building will appear to be occupied, and the natural air leakage around the windows will assist in ventilating the interior. The presence of natural light will also help when periodic inspections are made. Rigid polycarbonate clear storm glazing panels may be placed on the window exterior to protect against glass breakage. Because the sun's ultraviolet rays can cause fading of floor finishes and wall surfaces, filtering pull shades or inexpensive curtains may be options for reducing this type of deterioration for significant interiors. Some acrylic sheeting comes with built-in ultraviolet filters.

Securing the building from catastrophic destruction from fire, lightning, or arson will require additional security devices. Lightning rods properly grounded should be a first consideration if the building is in an area susceptible to lightning storms. A high security fence should also be installed if the property cannot be monitored closely. These interventions do not require a power source for operation. Since many buildings will not maintain electrical power, there are some devices available using battery packs, such as intrusion alarms, security lighting, and smoke detectors which through audible horn alarms can alert nearby neighbors. These battery packs must be replaced every 3 months to 2 years, depending on type and usage. In combination with a cellular phone, they can also provide some level of direct communication with police and fire departments.

If at all possible, new temporary electric service should be provided to the building (see fig. 17). Generally a telephone

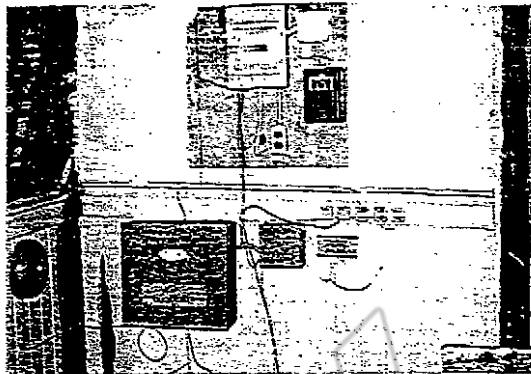


Figure 17. Security systems are very important for moteldelles buildings if they are located where fire and security services are available. A temporary electric service with battery back-up has been installed in this building. Intrusion alarms and ionization smoke/fire detectors are wired directly to the nearby security service.

line is needed as well. A hard wired security system for intrusion and a combination rate-of-rise and smoke detector can send an immediate signal for help directly to the fire department and security service. Depending on whether or not heat will be maintained in the building, the security system should be designed accordingly. Some systems cannot work below 32°F (0°C). Exterior lighting set on a timer, photo electric sensor, or a motion/infra-red detection device provides additional security.

Providing adequate ventilation to the interior. Once the exterior has been made weathertight and secure, it is essential to provide adequate air exchange throughout the building. Without adequate air exchange, humidity may rise to unsafe levels, and mold, rot, and insect infestation are likely to thrive (see fig. 18). The needs of each historic resource must be individually evaluated because there are so many variables that affect the performance of each interior space once the building has been secured. A

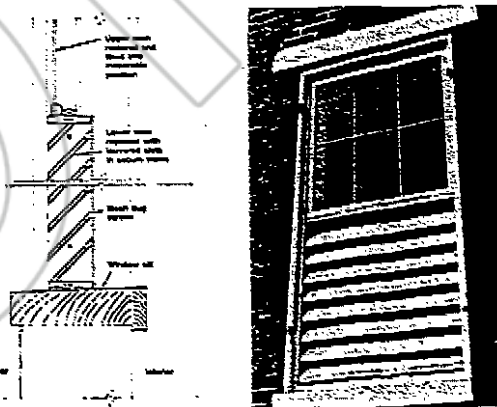


Figure 18. Heavy duty wooden slatted louvers were custom fabricated to replace the deteriorated lower sash. The upper sash were rebuilt to retain the historic appearance and to allow light into this vacant historic building. Refer back to Fig. 1 for a view of the building. Photo: Charles E. Fisher, NPS. Drawing by Thomas Vitarca.

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mechanical engineer or a specialist in interior climates should be consulted, particularly for buildings with intact and significant interiors. In some circumstances, providing heat during the winter, even at a minimal 45° F (7°C), and utilizing forced-fan ventilation in summer will be recommended and will require retaining electrical service. For masonry buildings it is often helpful to keep the interior temperature above the spring dew point to avoid damaging condensation. In most buildings it is the need for summer ventilation that outweighs the winter requirements.

Many old buildings are inherently leaky due to loose-fitting windows and floorboards and the lack of insulation. The level of air exchange needed for each building, however, will vary according to geographic location, the building's construction, and its general size and configuration.

There are four critical climate zones when looking at the type and amount of interior ventilation needed for a closed up building: hot and dry (southwestern states); cold and damp (Pacific northwest and northeastern states); temperate and humid (Mid-Atlantic states, coastal areas); and hot and humid (southern states and the tropics). (See fig. 19 for a chart outlining guidance on ventilation.)

Once closed up, a building interior will still be affected by the temperature and humidity of the exterior. Without proper ventilation, moisture from condensation may occur and cause damage by wetting plaster, peeling paint,

staining woodwork, warping floors, and in some cases even causing freeze thaw damage to plaster. If moist conditions persist in a property, structural damage can result from rot or returning insects attracted to moist conditions. Poorly mothballed masonry buildings, particularly in damp and humid zones have been so damaged on the interior with just one year of unventilated closure that none of the interior finishes were salvageable when the buildings were rehabilitated.

The absolute minimum air exchange for most mothballed buildings consists of one to four air exchanges every hour; one or two air exchanges per hour in winter and often twice that amount in summer. Even this minimal exchange may foster mold and mildew in damp climates, and so monitoring the property during the stabilization period and after the building has been secured will provide useful information on the effectiveness of the ventilation solution.

There is no exact science for how much ventilation should be provided for each building. There are, however, some general rules of thumb. Buildings, such as adobe structures, located in hot and arid climates may need no additional ventilation if they have been well weatherized and no moisture is penetrating the interior. Also frame buildings with natural cracks and fissures for air infiltration may have a natural air exchange rate of 3 or 4 per hour, and so in arid as well as temperate climates may need no additional ventilation once secured. The most difficult

VENTILATION GUIDANCE CHART

CLIMATE	AIR EXCHANGES		VENTILATION				
	Winter air exchange per hour	Summer air exchange per hour	Frame Buildings passive louvering		Masonry Buildings passive louvering		Masonry Buildings fan combination
			% of openings louvered	% of openings louvered	% of openings louvered	% of openings louvered	one fan + % louvered
			winter	summer	winter	summer	summer
hot and dry Southwestern areas	less than 1	less than 1	N/A	N/A	N/A	N/A	N/A
cold and damp Northeastern & Pacific northwestern areas	1	2-3	5%	10%	10%	30%	20%
temperate/humid Mid-Atlantic & coastal areas	2	3-4	10%	20%	20%	40%	30%
hot and humid Southern states & tropical areas	3	4 or more	20%	30%	40% or more	80%	40% or more

Figure 19. This is a general guide for the amount of louvering which might be expected for a medium size residential structure with an average amount of windows, attic, and crawl space ventilation. There is currently research being done on effective air exchanges, but each project should be evaluated individually. It will be noticed from the chart that summer louvering requirements can be reduced with the use of an exhaust fan. Masonry buildings need more ventilation than frame buildings. Chart prepared by Sharon C. Park, AIA and Ernest A. Conrad, PE.

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Buildings to adequately ventilate without resorting to extensive louvering and/or mechanical exhaust fan systems in masonry buildings in humid climates. Even with basement and attic vent grills, a masonry building may not have more than one air exchange an hour. This is generally unacceptable for summer conditions. For these buildings, almost every window opening will need to be tied out with some type of passive, louvered ventilation.

Depending on the size, plan configuration, and ceiling heights of a building, it is often necessary to have louvered opening equivalent to 5%-10% of the square footage of each floor. For example, in a humid climate, a typical 20'x30' (6.1m x 9.1m) brick residence with 600 sq. ft. (55.5 sq.m) of floor space and a typical number of windows, may need 30-40 sq. ft. (2.75sq.m-5.5 sq. m) of louvered openings per floor. With each window measuring 3'x5' (.9m x 1.5 m) or 15 sq. ft. (1.3 sq.m), the equivalent of 2 to 4 windows per floor may need full window louvers.

Small pre-formed louvers set into a plywood panel or small slit-type registers at the base of inset panels generally cannot provide enough ventilation in most moist climates to offset condensation, but this approach is certainly better than no louvers at all. Louvers should be located to give cross ventilation, interior doors should be fixed ajar at least 1" (10cm) to allow air to circulate, and hatches to the attic should be left open.

Monitoring devices which can record internal temperature and humidity levels can be invaluable in determining if the internal climate is remaining stable. These units can be powered by portable battery packs or can be wired into electric service with data downloaded into laptop computers periodically (see fig. 20). This can also give long-term information throughout the mothballing years. If it is determined that there are inadequate air exchanges to keep interior moisture levels under control, additional passive ventilation can be increased, or, if there is electric service, mechanical exhaust fans can be installed. One fan in a small to medium sized building can reduce the amount of louvering substantially.



Figure 20. Portable monitors used to record temperature and humidity conditions in historic buildings during mothballing can help identify ventilation needs. This data can be downloaded directly into a laptop computer on site. These monitors are especially helpful over the long term for buildings with significant historic interiors or which are remaining furnished. If interiors are remaining damp or humid, additional ventilation should be added or the source of moisture controlled.

If electric fans are used, study the environmental conditions of each property and determine if the fans should be controlled by thermostats or automatic timers.

Humidistats, designed for enclosed climate control systems, generally are difficult to adapt for open mothballing conditions. How the system will draw in or exhaust air is also important. It may be determined that it is best to bring dry air in from the attic or upper levels and force it out through lower basement windows (see fig. 21). If the basement is damp, it may be best to zone it from the rest of the building and exhaust its air separately. Additionally, less humid day air is preferred over damper night air, and this can be controlled with a timer switch mounted to the fan.

The type of ventilation should not undermine the security of the building. The most secure installations use custom-made grills well anchored to the window frame, often set in plywood security panels. Some vents are formed using heavy millwork louvers set into existing window openings (refer back to fig. 18). For buildings where security is not a primary issue, where the interior is modest, and where there has been no heat for a long time, it may be possible to use lightweight galvanized metal grills in the window openings (refer back to fig. 7). A cost effective grill can be made from the expanded metal mesh lath used by plasterers and installed so that the mesh fins shed rainwater to the exterior.

Securing mechanical systems and utilities. At the outset, it is important to determine which utilities and services, such as electrical or telephone lines, are kept and which are cut off. As long as these services will not constitute a fire

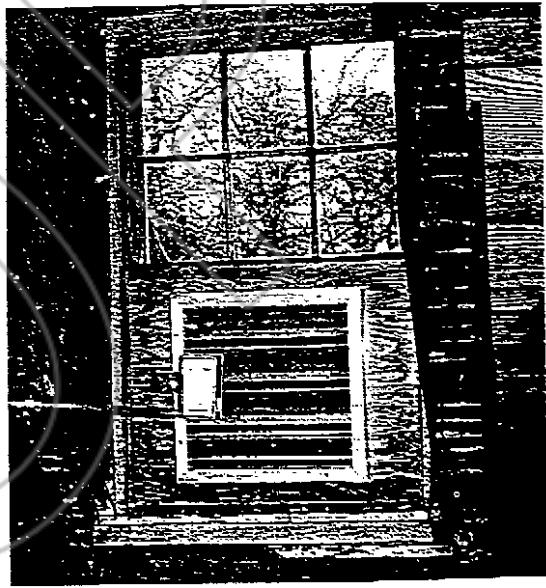


Figure 21. This electric thermostat/humidistat mounted in the attic vent controls a modified ducted air fan system. The unit uses temporary exposed sheet metal ducts to pull air through the building and exhaust it out of the basement. For over ten years this fan system in combination with 18" x 18" preformed louvers in selective windows has kept the interior dry and with good air exchanges.

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hazard, it is advisable to retain those which will help protect the property. Since the electrical needs will be limited in a vacant building, it is best to install a new temporary electric line and panel (100 amp) so that all the wiring is new and exposed. This will be much safer for the building, and allows easy access for reading the meter (see fig. 22).

Most heating systems are shut down in long term mothballing. For furnaces fueled by oil, there are two choices for dealing with the tank. Either it must be filled to the top with oil to eliminate condensation or it should be drained. If it remains empty for more than a year, it will likely rust and not be reusable. Most tanks are drained if a sewer type of system is envisioned when the building is put back into service. Gas systems with open flames should be turned off unless there is regular maintenance and frequent surveillance of the property. Gas lines are shut off by the utility company.

If a hot water radiator system is retained for low levels of heat, it generally must be modified to be a self-contained system and the water supply is capped at the meter. This



Figure 22. All systems except temporary electric have been shut off at this residence which has been mothballed over 20 years. An electric meter and 100 amp panel box have been set on a plywood panel at the front of the building. It is used for interior lighting and various alarm systems. The building, however, is showing signs of moisture problems with efflorescent stains on the masonry indicating the need for gutter maintenance and additional ventilation for the interior. The vegetation on the walls, although picturesque, traps moisture and is damaging to the masonry. Photo: H. Ward Jarrell, NPS.

recirculating system protects the property from extensive damage from burst pipes. Water is replaced with a water/glycol mix and the reserve tank must also be filled with this mixture. This keeps the modified system from freezing, if there is a power failure. If water service is cut off, pipes should be drained. Sewerage systems will require special care as sewer gas is explosive. Either the traps must be filled with glycol or the sewer line should be capped off at the building line.

Developing a maintenance and monitoring plan. While every effort may have been made to stabilize the property and to slow the deterioration of materials, natural disasters, storms, undetected leaks, and unwanted intrusion can still occur. A regular schedule for surveillance, maintenance, and monitoring should be established. (See fig. 23 for maintenance chart).

MAINTENANCE CHART

periodic

- regular drive by surveillance
- check attic during storms if possible

monthly walk arounds

- check entrances
- check window panes for breakage
- mowing as required
- check for graffiti or vandalism

enter every 3 months to air out

- check for musty air
- check for moisture damage
- check battery packs and monitoring equipment
- check light bulbs
- check for evidence of pest intrusion

every 6 months; spring and fall

- site clean-up; pruning and trimming
- gutter and downspout check
- check crawlspace for pests
- clean out storm drains

every 12 months

- maintenance contract inspections for equipment/utilities
- check roof for loose or missing shingles
- termite and pest inspection/treatment
- exterior materials spot repair and touch up painting
- remove bird droppings or other stains from exterior
- check and update building file

Figure 23. Maintenance Chart. Many of the tasks on the maintenance chart can be done by volunteer help or service contracts. Regular visits to the site will help detect intrusion, storm damage, or poor water drainage.

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The fire and police departments should be notified that the property will be vacant. A walk-through visit to familiarize these officials with the building's location, construction materials, and overall plan may be invaluable if they are called on in the future.

The optimum schedule for surveillance visits to the property will depend on the location of the property and the number of people who can assist with these activities. The more frequent the visits to check the property, the sooner that water leaks or break-ins will be noticed. Also, the more frequently the building is entered, the better the air exchange. By keeping the site clear and the building in good repair, the community will know that the building has not been abandoned (see fig. 24). The involvement of neighbors and community groups in caring for the property can ensure its protection from a variety of catastrophic circumstances.

The owner may utilize volunteers and service companies to undertake the work outlined in the maintenance chart.

Service companies. A maintenance contract can provide yard, maintenance, and inspection services, and their reports or itemized bills reflecting work undertaken should be added to update the building file.

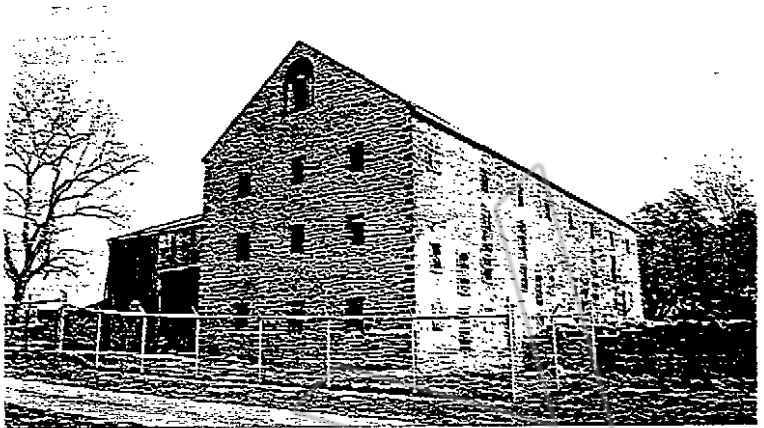


Figure 24. Once mothballed, a property must still be monitored and maintained. The openings in this historic barn has been modified with a combination of wood louvers and metal mesh panels which require little maintenance. The grounds are regularly mowed, even inside the chain link security fence. Photo: Williamsport Preservation Training Center, NPS.

Components of a Mothballing Project

Document: Brearley House, New Jersey; 2½ story center hall plan house contains a high degree of integrity of circa 1761 materials and significant early 19th century additions. Deterioration was attributable to leaking roof, unstable masonry at gables and chimneys, deteriorating attic windows, poor site drainage, and partially detached gutters. Mothballing efforts are required for approximately 7-10 years.

Stabilize: Remove bat droppings from attic using great caution. Secure historic chimneys and gable ends with plywood panels. Do not take historic chimneys down. Reroof with asphalt shingles and reattach or add new gutters and downspouts. Add extenders to downspouts. Add bug screens to any ventilation areas. Add soil around foundation and slope to gain positive drain; do not excavate as this will disturb archeological evidence.

Mothball: Install security fence around the property. Secure doors and windows with plywood panels (K exterior grade). Install preformed metal grills in basement and attic openings. Add surface mounted wiring for ionization smoke and fire detection with direct wire to police and fire departments. Shut off heat and drain pipes. Add window exhaust fan set on a thermostatic control. Provide for periodic monitoring and maintenance of the property.

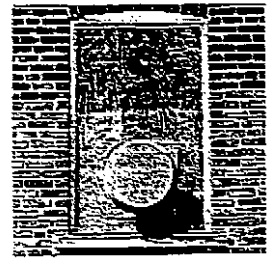
Figure 25. Above is a summary of the tasks that were necessary in order to protect this significant property while restoration funds are raised. Photographs: Michael Mills; Ford Farewell Mills Gatsch Architects.



a. A view showing the exterior of the house in its mothballed condition.



b. Plywood panels stabilize the chimneys. Note the gable vents.



c. The exhaust fan has imper-proof housing.

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MOTHBALLING CHECKLIST

Mothballing Checklist In reviewing mothballing plans, the following checklist may help to ensure that work items are not inadvertently omitted.	Yes	No	Date of action or comment
Moisture <ul style="list-style-type: none"> • Is the roof watertight? • Do the gutters retain their proper pitch and are they clean? • Are downspout joints intact? • Are drains unobstructed? • Are windows and doors and their frames in good condition? • Are masonry walls in good condition to seal out moisture? • Is wood siding in good condition? • Is site properly graded for water run-off? • Is vegetation cleared from around the building foundation to avoid trapping moisture? 			
Pests <ul style="list-style-type: none"> • Have nests/pests been removed from the building's interior and eaves? • Are adequate screens in place to guard against pests? • Has the building been inspected and treated for termites, carpenter ants, and rodents? • If toxic droppings from bats and pigeons are present, has a special company been brought in for its disposal? 			
Housekeeping <ul style="list-style-type: none"> • Have the following been removed from the interior: trash, hazardous materials such as inflammable liquids, poisons, and paints and canned goods that could freeze and burst? • Is the interior broom-clean? • Have furnishings been removed to a safe location? • If furnishings are remaining in the building, are they properly protected from dust, pests, ultraviolet light, and other potentially harmful problems? • Have significant architectural elements that have become detached from the building been labeled and stored in a safe place? • Is there a building file? 			
Security <ul style="list-style-type: none"> • Have fire and police departments been notified that the building will be mothballed? • Are smoke and fire detectors in working order? • Are the exterior doors and windows securely fastened? • Are plans in place to monitor the building on a regular basis? • Are the keys to the building in a secure but accessible location? • Are the grounds being kept from becoming overgrown? 			
Utilities <ul style="list-style-type: none"> • Have utility companies disconnected/shut off or fully inspected water, gas, and electric lines? • If the building will not remain heated, have water pipes been drained and glycol added? • If the electricity is to be left on, is the wiring in safe condition? 			
Ventilation <ul style="list-style-type: none"> • Have steps been taken to ensure proper ventilation of the building? • Have interior doors been left open for ventilation purposes? • Has the secured building been checked within the last 3 months for interior dampness or excessive humidity? 			

Figure 26. **MOTHBALL CHECKLIST.** This checklist will give the building owner or manager a handy reference guide to items that should be addressed when mothballing a historic building. Prepared by H. Ward Jarral, NPS.

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Conclusion

Providing temporary protection and stabilization for vacant historic buildings can arrest deterioration and buy the owner valuable time to raise money for preservation or to find a compatible use for the property. A well planned mothballing project involves documenting the history and condition of the building, stabilizing the structure to slow down its deterioration, and finally mothballing the structure to secure it (See fig. 25). The three highest priorities for the building while it is mothballed are 1) to protect the building from sudden loss, 2) to weatherize and maintain the property to stop moisture penetration, and 3) to control the humidity levels inside once the building has been secured. See Mothballing Checklist Figure 26.

While issues regarding mothballing may seem simple, the variables and intricacies of possible solutions make the decision-making process very important. Each building must be individually evaluated prior to mothballing. In addition, a variety of professional services as well as volunteer assistance are needed for careful planning and repair, sensitively designed protection measures, follow-up security surveillance, and cyclical maintenance (see fig. 27).

In planning for the future of the building, complete and systematic records must be kept and generous funds allocated for mothballing. This will ensure that the historic property will be in stable condition for its eventual preservation, rehabilitation, or restoration.

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This publication has been prepared pursuant to the National Historic Preservation Act of 1966, as amended, which directs the Secretary of the Interior to develop and make available information concerning historic properties. Comments on the usefulness of this publication may be directed to H. Ward Jancil, Deputy Chief, Preservation Assistance Division, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127. This publication is not copyrighted and can be reproduced without penalty. Normal procedures for credit to the author and the National Park Service are appreciated.

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All photographs and drawings are by the author unless otherwise noted.

Cover photograph: Mothballing of this historic house involved a new membrane roof covering over the historic roof and slatted window covers for security and ventilation. Photo: Williamsport Preservation Training Center, NPS.

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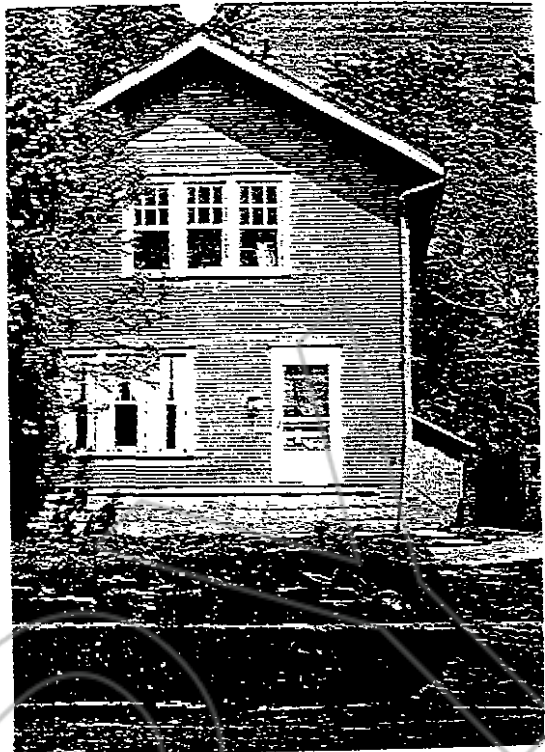


Figure 27. This residential building blends into its neighborhood even though all the windows have been covered over and the front steps are missing. The grounds are maintained and the special attention to decoratively painting the window panels shows that the property is being well cared for until it can be rehabilitated. Photo: Ohio Historical Society.

Further Reading

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- Solon, Thomas E. "Security Panels for the Foster-Armstrong House." *Association for Preservation Technology Bulletin*. Vol XVI no. 3 & 4, 1994. (note the design of the panels, but be aware that additional louvering may be needed on other projects).

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G. Ross Clerk of the *1st* Judicial District Court
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By

Chad M. Mullock Deputy

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