

REQUESTED BY
Nathan Heising
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 JAN -8 PM 4: 44

WERNER CHRISTEN
RECORDER

\$20⁰⁰ PAID *BL* DEPUTY

WHEN RECORDED RETURN TO:

Kirk C. Johnson, Esq.
Robertson & Benevento
50 West Liberty Street, Suite 600
Reno, Nevada 89501

Grantee's Address:
Sierra Lutheran High School Association
1617 Water Street, Suite S
Minden, Nevada 89423-43 11

R.P.T.T. \$ _____

INTER VIVOS GIFT AGREEMENT

This agreement ("Agreement") is made between Flying Eagle Ranch, LLC, a Nevada limited liability company, whose address is 6100 Neil Road, Suite 500, Reno, Nevada 89511 ("Donor"), and Sierra Lutheran High School Association, a Nevada non-profit corporation, whose address is 1617 Water Street, Suite S, Minden, Nevada 89423-4311 ("Donee").

ARTICLE I

THE GIFT

By executing below, Donor hereby agrees to gift to Donee the real property described in that certain Gift Deed attached hereto as Exhibit "A" (the "Property"), solely for the purpose of Donee selling said Property and utilizing the proceeds therefrom for purposes of purchasing the land for, and/or constructing, a new Lutheran high school and related physical facilities in Douglas County or Carson City "County", Nevada, on the terms and conditions stated herein ("Gift").

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ARTICLE II

THE ACCEPTANCE

By executing below, Donee hereby acknowledges that its Board of Directors has authorized Donee to accept this Gift and thus hereby agrees to accept Donor's Gift on the terms and conditions stated herein and in Exhibit "A."

ARTICLE III

USE OF PROCEEDS

The proceeds to be derived from the sale of the donated Property shall be used *solely* for purposes of purchasing land for, and/or constructing, a new Lutheran high school and related physical facilities in Douglas County or Carson City "County", Nevada, at which Christian principals shall be practiced and taught as a primary part of the school's curriculum.

ARTICLE IV

FAITHFUL COMPLIANCE

This Gift is given on condition that the Donee will faithfully comply with the terms and conditions specified in this Agreement and in the attached Exhibit "A." In the event of a breach of any term or condition, the Gift shall be automatically revoked and the Property, or if it has been sold the proceeds therefrom, shall instead immediately inure to the benefit of, and be the property of, the California-Nevada-Hawaii District Lutheran Church Extension Fund, Inc. (the "Contingent Donee"), another non-profit corporation, which shall have a legal entitlement thereto.

ARTICLE V
ENFORCEMENT

Both the Donor and the Contingent Donee shall have the right to enforce, or seek an interpretation of, this Agreement and the Gift Deed in a court of law or equity, in which the prevailing party shall be entitled to recover from the losing party its costs and a reasonable attorney's fee, including those fees and costs incurred on appeal.

ARTICLE VI
BINDING EFFECT

This Agreement shall be binding on the heirs, successors, assigns, and legal representatives of each of the parties.

The parties have executed this Agreement at MINDEN, NEVADA on January 7, 2004.

FLYING EAGLE RANCH, LLC,
a Nevada limited liability company

By: Nathan A. Leising
Nathan A. Leising, Manager
Donor

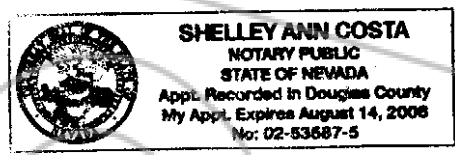
SIERRA LUTHERAN HIGH SCHOOL ASSOCIATION,
a Nevada non-profit corporation

By: Julia K Bmofde
President, Sierra Lutheran High School Assn
Donee

STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

This Inter Vivos Gift Agreement was acknowledged before me on January 7, 2004, by Nathan A. Leising.

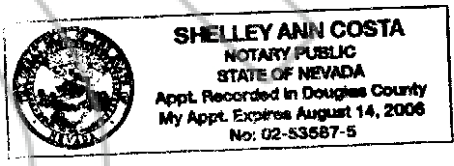
Shelley Ann Costa
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

This Inter Vivos Gift Agreement was acknowledged before me on January 7, 2004, by Julia K. Bonafede.

Shelley Ann Costa
Notary Public



APN: 1219-14-002-052

EXHIBIT "A"

WHEN RECORDED RETURN TO:

Kirk C. Johnson, Esq.
Robertson & Benevento
50 West Liberty Street, Suite 600
Reno, Nevada 89501

Grantee's Address:
Sierra Lutheran High School Association
1617 Water Street, Suite S
Minden, Nevada 89423-43 11

R.P.T.T. \$ 25.35

GIFT DEED

THIS INDENTURE WITNESSETH: That Flying Eagle Ranch, LLC, a Nevada limited liability company, GRANTOR, in consideration for the promises, covenants and conditions set forth in the Intervivos Gift Agreement which is executed concurrently herewith, does this date, January 7, 2004, hereby gift, grant, convey and assign to Sierra Lutheran High School Association, a Nevada non-profit corporation, GRANTEE, that certain real property situate in the County of Douglas, State of Nevada, described as follows:

That parcel identified as "Adjusted Parcel 1" on that certain Record of Survey To Support a Boundary Line Adjustment for Flying Eagle Ranch LLC, filed October 25, 2001, in Book 1001, at Page 8574, as Document No. 526220, Official Records, Douglas County, Nevada; Douglas County Assessor's Parcel Number 1219-14-002-052.

Including any and all water and water rights appurtenant to said real property described hereinabove, including, but not limited to all surface water rights, underground water rights, ditch and ditch rights.

TOGETHER WITH, all and singular, Grantor's interest in and to the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH all of Grantor's interest in any and all easements of record, whether roadway, ditch or otherwise; but also subject to any and all easements of record which cross over, through or under the above-described real property and subject to the Covenants, Conditions and Restrictions of Eagle View Meadows Estates which were recorded with the Douglas County Recorder on October 15, 2003, in Book 1003, at Page 7212, as Document No. 0593609, Official Records, Douglas County, Nevada.

TO HAVE AND TO HOLD, the interest of the Grantor in and to said premises, together with the appurtenances, unto the said Grantee, forever.

PROVIDED, HOWEVER, that Grantee, its successors or assigns shall, at their sole cost and expense and before commencing any construction on the subject property or within six (6) months after written demand from the Eagle View Meadows Estates Homeowners Association, construct the roadway ("Cougar Lane") and install the public utilities as described and depicted in the Deed of Easement, recorded with the Douglas County Recorder on October 24, 2003, in Book 1003, at Page 12558, as Document No. 0594726, Official Records, Douglas County, Nevada, from their then-terminous to at least the southeast corner of the subject property. Said roadway and utilities shall be constructed and/or installed in compliance with all applicable codes and regulations and the roadway shall be constructed as a sixteen (16)-foot wide roadway using Type 2 aggregate base.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above-written.

FLYING EAGLE RANCH, LLC,
a Nevada limited liability company

By: Nathan A. Leising
Nathan A. Leising, Manager
Grantor

STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

This Gift Deed was acknowledged before me on January 7, 2004, by Nathan A. Leising.

Shelley Ann Costa
Notary Public

