

WE

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 FEB -9 AM 8:06

WERNER CHRISTEN
RECORDER

\$ 0 PAID KJ DEPUTY

Assessor's Parcel Number: N/A

Date: FEBRUARY 6, 2004

Recording Requested By:

✓ Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

AGREEMENT #2004.019
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

0604044
BK0204PG02993

approved
2-5-04

FILED

NO. 2004019

Water Rights Purchase and Sale Agreement between
Eastside Memorial Park and Douglas County

2004 FEB -6 PM 12: 52

BARBARA REED
CLERK

[Signature]
DEPUTY

This agreement is made and entered into this 5 day of February, 2004 by and between Eastside Memorial Park, Inc. (the "Seller") and Douglas County (the "Buyer").

In consideration of the mutual promises, covenants, agreements and other valuable consideration contained in this agreement, the parties agree as follows:

1. Seller agrees to convey by quitclaim deed to Buyer, free and clear of all liens, claims, obligations and encumbrances, 70 acre feet of groundwater rights and all claims of vested rights that Seller has or his predecessors could have had on the same sources described in permit number 65374, issued by the State Engineer of Nevada, and attached as Exhibit "A". The Seller represents it is the owner of these rights and has authority to enter into and consummate this transaction.

2. The Buyer, at its sole cost and expense, will verify that Seller owns clear title, without encumbrances to the water rights being conveyed. Buyer has thirty days to perform this due diligence. This agreement is void if Seller does not own clear title.

3. The purchase price for the water rights is the sum of \$187,600 (70 acre feet @ \$2,680 per acre foot) and is payable within thirty days upon the execution of this agreement by both parties, the verification by Buyer of Seller's ownership of the water rights, and delivery to Buyer of a quitclaim deed for the water rights.

4. The Buyer must file a Report of Conveyance with the State Engineer to transfer title to Buyer. This agreement shall be void if the State Engineer disapproves the transfer of title to the water rights to the Buyer. In that event, Seller agrees to repay the purchase amount within 15 days of the disapproval with interest as computed pursuant to NRS 17.130(2).

4. The Buyer must file applications to change the point of diversion and place of use with the State Engineer to move the water rights into a County-owned water system. This agreement shall be void if the State Engineer disapproves the change applications. In that event, Seller agrees to repay the purchase amount within 15 days of the disapproval with interest as computed pursuant to NRS 17.130(2).

5. Time is expressly made the essence of this agreement and all terms and conditions in it.

6. Until the transfer of ownership and the change applications is approved by the State Engineer, the risk of loss with respect to the water rights is on the Seller.

7. In the event either party defaults on its obligations under this Agreement, then

0604044

BK0204PG02994

the non-defaulting party shall have all remedies as provided for in law, or in equity, to enforce its rights under this agreement, including the rights to seek specific performance.

8. In the event either party is required to retain an attorney to enforce any of the terms, conditions or covenants in this agreement, then the prevailing party shall be entitled to the award of reasonable attorney's fees and court costs.

9. This Agreement may be executed in one or more counterparts, or by facsimile signature, and if so executed, shall be binding upon the parties, and shall be construed together as one document.

10. The parties agree to execute any and all documents or writings necessary to carry out the purposes and intent of this Agreement.

11. This Agreement contains the entire agreement between the parties. Any representations or warranties, which are not set forth in this agreement, are not binding on the parties. This Agreement can only be amended by a written Agreement signed by both the parties.

12. This Agreement is to be construed in accordance with the laws of Nevada.

IN WITNESS WHEREOF, the parties have executed this agreement on the date written below.

DATED: This 28th day of JANUARY, 2004

SELLER:
EASTSIDE MEMORIAL PARK, INC.

By *[Signature]*

DATED: This 30th day of Jan., 2004

BUYER:
DOUGLAS COUNTY

By *[Signature]*
Kelly D. Kite Chairman
Douglas County Board of Commissioners

0604044

BK0204PG02995

APN 1320-26-001-026
When recorded mail to:
Douglas County
PO Box 218
Minden, NV 89423
Attention: Eric Broersma

WATER RIGHTS QUITCLAIM DEED

THIS WATER RIGHTS QUITCLAIM DEED is made and entered into this 28th day of JANUARY, 2004, between Eastside Memorial Park, Inc., Party of the First Part, hereinafter referred to as "Grantor", and Douglas County, hereinafter referred to as "Grantee."

WITNESSETH:

That said Grantor for and in consideration of the sum of ten dollars (\$10.00), lawful money of the United States of America, in hand paid by the Grantee, and for other good and valuable consideration, the receipt of which is hereby acknowledged, conveys, transfers, and quitclaims to Grantee, and to its successors and assigns forever, all of its right, title and interest in and to the following described water rights on file at the Nevada State Engineer's Office:

That certain 0.234 cfs (70.0 afa / 22.810 mga) under Water Rights Permit 65374, appurtenant to Assessor's Parcel Number 1320-26-001-026.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anyway appearing, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights with the appurtenances, unto the Grantee, and to its successors and assigns forever.

Exhibit "A"

0604044

BK0204PG02996

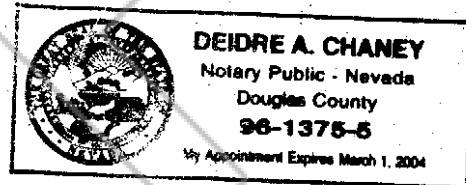
IN WITNESS WHEREOF, the Grantor has hereunto executed this Water Rights
Quitclaim Deed the day and year first above written.

[Signature]
Eastside Memorial Park, Inc.

STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

On this 28th day of January, 2004, personally appeared before me, a Notary
Public, **Eastside Memorial Park, Inc.**, personally known (or proved) to me to be the
persons whose names are subscribed to the above instrument who acknowledged that they
executed the foregoing instrument.

Deidre A. Chaney
Notary Public



SEAL

CERTIFIED COPY

The document to which this certificate is attached is a
full, true and correct copy of the original on file and on
record in my office.

DATE: February 6, 2004
B. Reed Clerk of the 19th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol Mulloch Deputy

0604044

Exhibit "A"

BK0204PG02997