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

2004 NOV 23 AM 8:01

WERNER CHRISTEN
RECORDER

\$ 0 PAID KJ DEPUTY

Assessor's Parcel Number: N/A

Date: NOVEMBER 22, 2004

Recording Requested By:

✓ Name: TOM PERKINS/DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

REAL ESTATE PURCHASE AGREEMENT #2004.273

(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.

0630098

BK1104PG10845

REAL ESTATE PURCHASE AGREEMENTNO. 2004.273

2004 NOV 22 PM 12:32

THIS AGREEMENT is made between Grace Community Church of Gardnerville, Nevada, "Owner" and Douglas County, a political subdivision of the State of Nevada, "County".

BARBARA REED
CLERK

Reference is made to the previous Agreement between the parties, approved by County on June 10, 2004, and recorded in the official records of Douglas County, Nevada, File No. 0581411, Book 0603, Pages 14126-14131. The agreement granted County the option to purchase the property described therein, on the terms contained therein, for its appraised value, subject to availability of funding. The appraisal, zone change, parcel map and funding have all been arranged, and the purpose of this agreement is to exercise the option and execute the purchase and lease back.

FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. Owner agrees to sell to County, and County agrees to purchase from Owner, the property described as Parcel 3A-2 on the Tentative Parcel Map for Grace Community Church, for the sum of \$230,000.

2. The Tentative Parcel Map was prepared and submitted in connection with the previous agreement between the parties. The final, executed parcel map will be deposited in escrow with instructions to record at closing of escrow.

3. County agrees to lease Parcel 3A-2 to Owner in exchange for the sum of One Dollar per year and Owner's agreement to maintain the same, subject to the following conditions:

A. Owner agrees to maintain the area, including, but not limited to keeping it free of noxious weeds and trash.

B. The entire area is designated as a runway protection zone, and the uses allowed on the property are subject to applicable regulations for runway protection zones, in effect, or as adopted from time to time by the Federal Aviation Administration (FAA). At the time of this agreement, the regulations in effect are found in 14 CFR, Aeronautics and Space, Chapter I, Subchapter E, Part 77.

C. The County reserves the right to record an avigational easement in the runway protection zone with terms consistent with those contained in Paragraph 3. B.

D. Owner reserves the right to locate utilities and additional access on and over the leased premises, subject to the conditions of the lease, the avigational easement, and the requirements of law then in effect.

E. The parcel size is approximately 5.5 acres. An approximate 1.6 acre portion shaded in gray on the attached drawing is designated as area "A". The balance of the parcel is designated as area "B".

F. Within area A, use is restricted; although it can be used for overflow parking, there can be no structures, and lighting facilities, bushes and trees may not exceed regulatory limits. Area B can be developed for play fields and picnic areas, with no structures or trees above regulatory limits.

G. Owner agrees to maintain general liability and hazard insurance in connection with its occupation and use of the leased premises, naming Douglas County as an additional insured, and Owner further agrees to defend the County and hold it harmless from and against any and all liability, losses, damages, claims or causes of actions and expenses connected therewith, including reasonable attorneys fees and court costs, caused or asserted to have been caused directly or indirectly as a result of Owners's failure to performed its obligations under the terms of this Agreement, or the negligent or intentional actions of its officers, employees, servants, agents, representatives or any person directly engaged or retained by the Owner to discharge its obligations under this Agreement.

H. To the extent limited by law, Douglas County agrees to indemnify and hold Owner harmless from and against any and all liability, losses, damages, claims or causes of action, and expenses connected therewith, including reasonable attorneys fees and court costs, caused or asserted to have been caused, directly or indirectly, by or as a result of Douglas County's failure to

perform its obligations under the terms of this Agreement, or by the negligent or intentional actions of its officers, employees, servants, agents, representatives, or any person directly engaged or retained by Douglas County to discharge its obligations under this Agreement. A current certificate of insurance will be provided to the County on an annual basis during the life of the lease.

I. The lease commences upon close of escrow. The term of the lease is twenty (20) years, with an option to renew for an additional term of twenty (20) years. The option to renew must be exercised by notification in writing, delivered to the County not less than sixty (60) days prior to the end of the initial term. Renewal or other extension of the lease beyond the second such twenty (20) year term will be subject to agreement between the parties, which will not be unreasonably withheld.

J. The lease can be terminated for material breach of any of the conditions set forth herein. Any action taken with respect to termination or modification of the lease will be taken at a public hearing by the Board of County Commissioners, upon notice to Owner. Upon termination during the useful life of any improvements made by Owner to the leased premises, the Owner will be entitled to reasonable compensation for the value thereof.

K. The parties may execute a separate lease document or rely upon this agreement as the lease.

4. The parties agree to open an escrow with a title company situated in Douglas County, Nevada. A standard policy of title insurance will be purchased. Owner will pay the premiums associated with the title insurance. All other costs of escrow will be divided equally, up to and including the total sum of \$1,000, or \$500 each, and Douglas County will be solely responsible for costs in excess of that amount.

5. This transaction is subject to actual funding by the FAA, commitments as to which have been received. The value of the land and improvements being conveyed by the Owner to the County is established by the October 27, 2003 appraisal by Johnson-Perkins & Associates.

6. The parties agree to submit disputes to mediation. If they are unable to agree on a mediator, then each of them shall nominate a mediator, and the nominees will agree on a third person to mediate the dispute. The costs of mediation will be paid equally by the parties. The mediator will have the authority to grant extensions to the times provided in this agreement equal to the time the dispute is in mediation, should the circumstances support such an extension. Any agreement made by the County in mediation will be subject to approval by the Board of Commissioners, as required by law. No legal action may be taken by either party for disputes arising out of this agreement unless first submitted to mediation.

7. Time is of the essence of this agreement. The parties agree to close escrow within 30 days of the execution of this agreement.

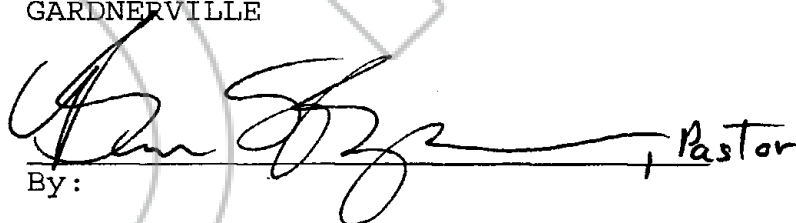
8. Except as otherwise set forth herein, and in the tentative and final parcel map, the parties agree that the land being transferred pursuant to the terms hereof will be delivered free of all liens and encumbrances.

9. This agreement shall be governed by the laws of the State of Nevada.

10. This agreement shall be binding on, and inure to the benefit of the parties, their heirs, successors and assigns. Owners' rights to the leasehold set forth herein may not be assigned without the prior written approval of the County.

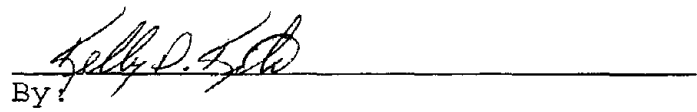
Dated the 18 day of November 2004.

GRACE COMMUNITY CHURCH OF
GARDNERVILLE


By: _____, Pastor

Dated the 19th day of NOV., 2004.

DOUGLAS COUNTY, NEVADA


By: _____

ATTEST:
BARBARA REED, Douglas County Clerk

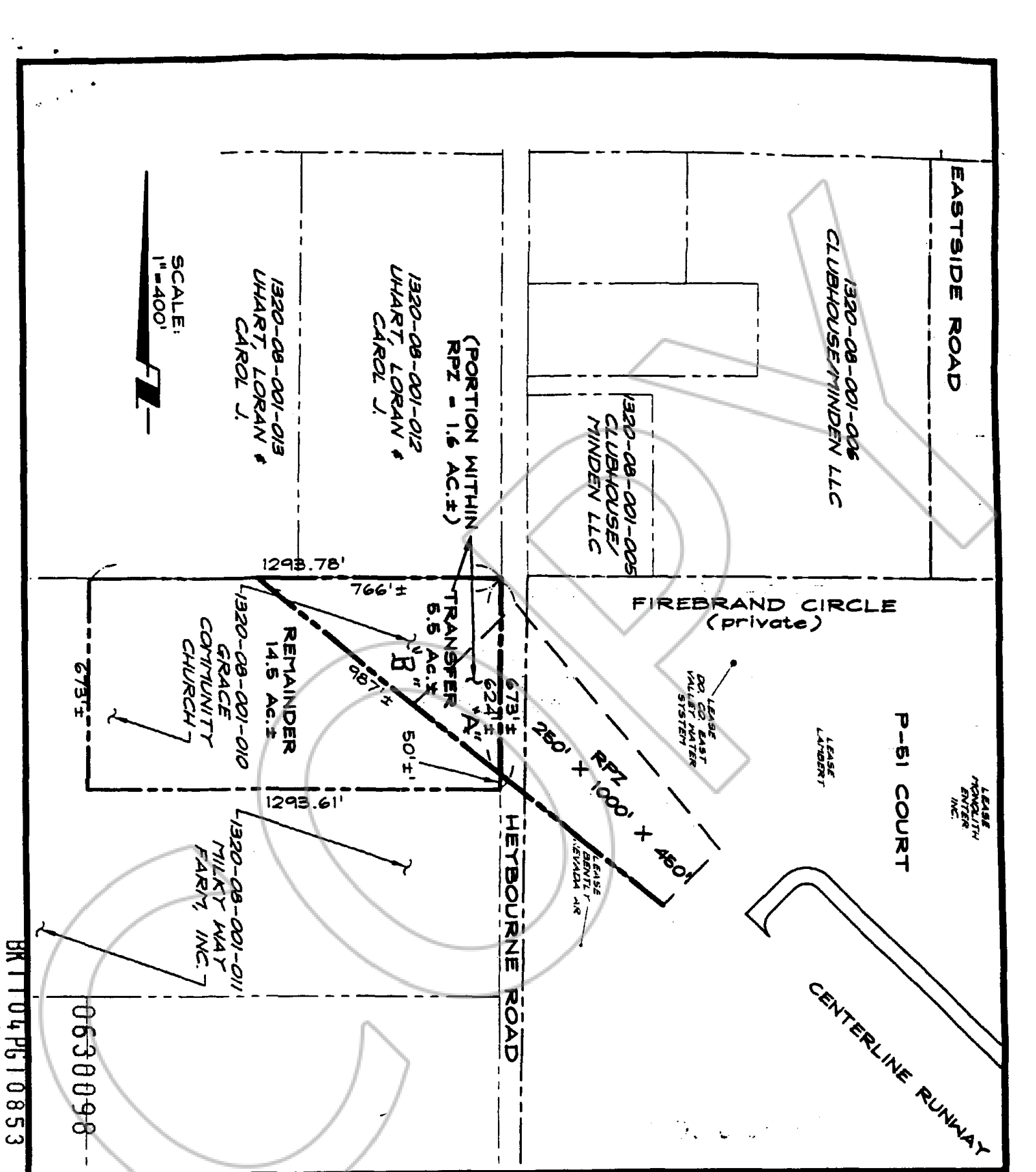
Barbara Reed

By: *Concha Ford*

Approved as to form:
SCOTT DOYLE, District Attorney

Scott Doyle
By: _____

COPY



BK 1104 PG 10853



1603 ESMERALDA AVENUE / POST OFFICE BOX 2229
MINDEN, NEVADA 89423
PHONE: (775) 782-2322 / FAX: (775) 782-7064
WEB SITE: WWW.ROANDERSON.COM

**EXHIBIT
PROPOSED TRANSFER
PARCEL FOR R.P.Z.**

009-30

03/24/03

APPROVED JUNE 5, 2003 #18
DOUGLAS COUNTY BOARD OF COMMISSIONERS

RECEIVED

FILED

JUL 16 2003

NO. 2003.121

AGREEMENT

DOUGLAS COUNTY
DISTRICT ATTORNEY

03 JUN 24 11 53

THIS AGREEMENT is entered between Grace Community

Church of Gardnerville, (Owner) and Douglas County, a political subdivision of the State of Nevada (County).

BARBARA REED
CLERK
BY *[Signature]* DEPUTY

Owner is the owner of certain real property situated in Douglas County, Nevada, along Heybourne Road (APN 1320-08-001-010), which is proximate to the Minden-Tahoe Airport. The County seeks to acquire a portion consisting of 5.5 acres for a runway protection zone, which is described generally on Exhibit A, attached and incorporated by reference. At the time of this agreement, the property is zoned A-19 under the Douglas County Consolidated Development Code.

For and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Owner agrees to grant County an option to purchase from Owner the 5.5 acre portion of Owner's property designated generally on Exhibit A.
2. The parcel size is approximately 5.5 acres. An approximate 1.6 acre portion shaded in gray on the attached drawing is designated as area "A". The balance of the parcel is designated as area "B".
3. The property will be sold to the County at a purchase price negotiated from the appraised value of the property. The property is subject to subsequent agreement to sell is

*old agreement
minus exhibit
which is attached
to new agreement*

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4. The entire parent parcel would be rezoned to PF, public facilities, which allows the Church's proposed use of the remainder, and also allows division into less than 19 acre parcels, which would otherwise be required, in the absence of a zone change.

5. A 30' access easement would be reserved along the Northern boundary. The parties contemplate the granting of an easement for access and maintenance of the irrigation facilities along Heybourne Road in connection with the land division process, as required by the Water Conveyance Advisory Committee and relevant portions of the Douglas County Code. Owner would also reserve an easement for utilities in the property being sold, within a 20' utility corridor to be designated by Owner at the time it proceeds with the development of the remainder parcel. There is an access easement along the Southern boundary; which will be reserved to the extent it lies in the property being sold.

6. The site would be leased back to Grace Community Church for a nominal rent based on the assumption of responsibility for maintenance of the runway protection zone. Within area A, use would be restricted; although it could be used for overflow parking, there would be no structures, lighting facilities, or bushes or trees in excess of regulatory limits. Area B could be developed for play fields and picnic areas, with no structures or trees above regulatory limits.

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7. The appraisal, filing fees for the zone change, and engineering fees connected with the zone change and land division would be paid by the County. The appraisal, zone change and engineering work will proceed on the basis of this agreement.

8. The County is a party to this agreement on behalf of the Minden Tahoe Airport, which is an agency of Douglas County. County's agreement to purchase is subject to the availability of FAA grant funding to the Minden Tahoe Airport for the entire price.

9. The terms of the lease back will include customary clauses for insurance, indemnification and assumption of liability for the uses of the property by the parties, according to their respective interests. The lease will not be assignable without the prior approval of the County.

10. This agreement is subject to approval of the Board of County Commissioners. It contemplates subsequent written agreements between the parties including a purchase agreement upon negotiation of a selling price, the legal description of the premises and designation of areas A and B, the terms of the restrictions within the runway protection zone, and the lease itself.

11. This agreement will be governed by the laws of the State of Nevada.

12. The parties agree to exercise good faith and their best efforts.

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13. This agreement will be binding on, and inure to the benefit of the parties, their heirs, successors and assigns.

Dated the 5th day of JUNE, 2003.

GRACE COMMUNITY CHURCH OF
GARDNERVILLE



BY: DAVID R Gumble, elder

Dated the 10th day of JUNE, 2003.

DOUGLAS COUNTY, NEVADA


By: _____

ATTEST:
BARBARA REED, Douglas County Clerk


By: L. Lynch, Clerk to the Board

Approved as to form:
SCOTT DOYLE, District Attorney


By: _____

Dated the 16th day of June, 2003.

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

2003 JUN 26 AM 8:33

WERNER CHRISTEN
RECORDER

PAID K2 DEPUTY

581411

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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: June 24, 2003
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Gullock Deputy

SEAL

COPY

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: November 22, 2004

B. Reed Clerk of the 4th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol Mullock Deputy

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BK 1104 PG 10859