

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0905 PG-11823 RPTT: 0.00



APN 1420-00-001-001, 002, 003, 004, 005
1420-08-901-001; 1420-29-001, 002
1420-00-002-003, 004, 005, 006, 007, 008,
009, 010

Grantee's Address:
State of Nevada
Department of Conservation and Natural Resources
Division of State Lands
901 South Stewart Street, Suite 5003
Carson City, NV 89701

OPTION AGREEMENT

THIS OPTION AGREEMENT is by and between The Nature Conservancy, a District of Columbia non profit corporation ("the Conservancy"), and the State of Nevada (the "State"), and is dated effective as of September 23, 2005 (the "Effective Date").

RECITALS

A. The Conservancy and the Bently Family Limited Partnership, a Nevada limited partnership ("Bently"), have executed a Deed of Conservation Easement of even date herewith, wherein Bently grants to the Conservancy a conservation easement (the "Bently Conservation Easement") in and over the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Such grant was made and accepted pursuant to N.R.S. Sections 111.400 to 111.440.

B. The State assisted with the acquisition of the Bently Conservation Easement by providing funding to the Conservancy for a portion of the purchase price. Authority to grant funding is provided by Subsection 1-35, Section 2 of Assembly Bill No. 9 of the 17th Special Session of the Nevada Legislature, Chapter 6, Statutes of Nevada 2001.

C. In consideration for receipt of such funding, the Conservancy wishes to grant, and the State wishes to accept, an option to acquire the Bently Conservation Easement, on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration for the funding provided by the State to acquire the Bently Conservation Easement, the Conservancy hereby grants to the State an option to acquire the Bently Conservation Easement (the "Option").

1. Option Term; Purchase Price. The primary term of the Option shall commence on and as of the Effective Date and shall expire on July 1, 2035 ("Option Term"). Prior to expiration of the Option Term, the parties may agree to extend the Option Term for an additional 30 year period, until July 1, 2065. The purchase price for the Bently Conservation Easement shall be \$100.00 ("Purchase Price").

2. Exercise. The State may exercise the Option by delivering written notice to the Conservancy at any time during the Option Term, whereupon the closing of the transfer of the Bently Conservation Easement shall take place on or before the date that is 60 business days from the date of said notice ("Closing Date").

3. Conditions of Closing. If the State timely exercises the Option, the Conservancy shall assign the Bently Conservation Easement to the State subject to matters of record or visible from a physical inspection of the Bently Conservation Easement. The State shall acquire the Bently Conservation Easement on an "AS IS" basis upon its own review and inspection of the Bently Conservation Easement. The State shall pay all recording or transfer taxes and all other charges of closing the transfer of the Bently Conservation Easement, including the premium for a policy of title insurance, if the State chooses to obtain such a policy, insuring title to the Bently Conservation Easement in the State.

Dated effective as of the date first written above.

THE NATURE CONSERVANCY,
a District of Columbia non profit corporation

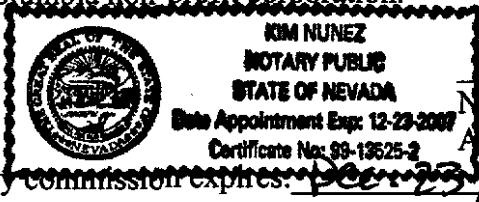
By Kath E. Gaudreth
Title State Director

STATE OF NEVADA

By [Signature]
Title Administrator
Division of State Lands

STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

The foregoing instrument was acknowledged before me this 15th day of September 2005, by Kathryn Landrum, the NV State Director of The Nature Conservancy, a District of Columbia non-profit corporation.



[Signature]
Notary Public

Address: one E. First St. #1007
Reno NV 89501

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23rd day of Sep. 2005, by Pam Wilcox, the Administrator of the State of Nevada
of Division of State Lands

[Signature]
Notary Public

Address: 901 S. Stewart St. CC, NV 89701

My commission expires: Mar 4, 2008

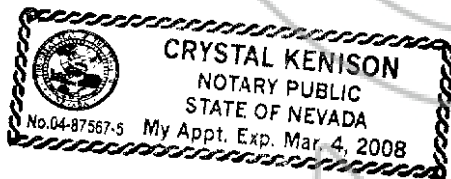


EXHIBIT A
TO OPTION AGREEMENT BETWEEN
THE NATURE CONSERVANCY AND THE STATE OF NEVADA

The Property

All that portion of Sections 8, 17, 18, 19, 20, 29 and 30 of Township 14 North, Range 20 East, M.D.M., in Douglas County, State of Nevada, described as follows:

The Southeast one-quarter of said Section 8 lying westerly of the VT Railroad right-of way. Excepting therefrom the Northwest one-quarter of the Northwest one-quarter of the Southeast one-quarter of said Section 8.

Together with the East one-half of Section 17 lying westerly of the VT Railroad right-of-way.

Together with the East one-half of the Northeast one-quarter of the Northwest one-quarter of said Section 17.

Together with the Southeast one-quarter of the Northwest one-quarter of said Section 17.

Together with the East one-half of the Southwest one-quarter of the Northwest one-quarter of said Section 17.

Together with the Southwest one-quarter of said Section 17, excepting therefrom the Northwest one-quarter of the Northwest one-quarter of the Southwest one-quarter of said Section 17.

Together with the Southeast one-quarter of the Southeast one-quarter of said Section 18, excepting therefrom the Northwest one-quarter of the Southeast one-quarter of the Southeast one-quarter of said Section 18.

Together with the Northeast one-quarter of the Northeast one-quarter of said Section 19.

Together with the North one-half of the Northwest one-quarter of said Section 20.

Together with the North one-half of the Northwest one-quarter of the Northeast one-quarter of said Section 20 lying westerly of the VT Railroad right-of-way.

Together with the following described parcel:

Beginning at the Southeast corner of the Northwest one-quarter of said Section 29; thence, along the easterly line of said Northwest one-quarter, North 0°53'06" East 662.59 feet, to the Northeast corner of the South one-half of the Southeast one-quarter of the Northwest



one-quarter of said Section 29; thence, North 89°44'15" West 1323.29 feet, along the north line of said South one-half of the Southeast one-quarter of the Northwest one-quarter to the Northwest corner of said South one-half of the Southeast one-quarter of the Northwest one-quarter; thence North 0°54'27" East 168.49 feet to a point on a non-tangent 960.00 foot radius curve concave to the east having a radial bearing of North 19°07'12" East; thence northerly along the arc of said curve, through a central angle of 143°34'57", an arc distance of 2405.75 feet to a point on the easterly line of the Northwest one-quarter of the Northwest one-quarter of said Section 29; thence along said easterly line, North 0°43'01" East 9.37 feet to the Northeast corner of said Northwest one-quarter of the Northwest one-quarter of Section 29; thence along the easterly line of the West one-half of the Southwest one-quarter of said Section 20, North 0°43'01" East 1813.86 feet to a point on the arc of a non-tangent 960.00 foot radius curve, concave to the East, having a radial bearing of North 43°00'12" East; thence, northerly, along the arc of said curve, through a central angle of 95°25'46", an arc distance of 1598.94 feet to a point on the easterly line of the Southwest one-quarter of the Northwest one-quarter of said Section 20; thence, along said easterly line, North 0°43'11" East 764.03 feet to the Northeast corner of said Southwest one-quarter of the Northwest one-quarter of Section 20; thence, along the northerly line of the Southwest one-quarter of the Northwest one-quarter of said Section 20, North 89°05'49" West 1335.00 feet, to the Northwest corner of the Northwest one-quarter of the Northwest one-quarter of Section 20; thence, along the northerly line of the Southeast one-quarter of the Northeast one-quarter of said Section 19, North, 89°31'25" West 1329.23 feet to the Northwest corner of said Southeast one-quarter of the Northeast one-quarter of Section 19; thence, along the westerly line of said Southeast one-quarter of the Northeast one-quarter of Section 19, South 0°30'48" West 1330.95' to the Southwest corner of said Southeast one-quarter of the Northeast one-quarter of Section 19; thence, along the westerly line of the East one-half of the Southeast one-quarter of said Section 19, South 0°30'49" West 2659.43 feet to the Southwest corner of said East one-half of the Southeast one-quarter of Section 19; thence along the line common to said Sections 19 and 30, North 89°08'17" West 663.78 feet to the Northwest corner of the West one-half of the Northwest one-quarter of the Northeast one-quarter of said Section 30; thence, along the westerly line of said West one-half of the Northwest one-quarter of the Northeast one-quarter of Section 30, South 0°42'25" West 1334.34 feet to the Southwest corner of said West one-half of the Northwest one-quarter of the Northeast one-quarter of said Section 30; thence, along the northerly line of the Southwest one-quarter of the Northeast one-quarter of said Section 30, North 88°52'04" West 658.73 feet, more or less, to the easterly line of State Highway 395; thence, along said westerly line of State Highway 395, South 0°29'20" West 1331.25 feet to a point on the southerly line of the Northeast one-quarter of said Section 30; thence, along the southerly line of said Northeast one-quarter of Section 30, South 88°35'43" West 2634.72 feet to the Southeast corner of said Northeast one-quarter of said Section 30; thence, along the southerly line of the North one-half of said Section 29, South 89°56'15" East 2647.23 feet, to the point of beginning.

The basis of bearings for this description is the Nevada State Plane Coordinate System, West Zone.



LESS AND EXCEPTING the bed of the Carson River from high water mark to high water mark;

Containing 1027 acres more or less.

The basis of bearings for this description is the Nevada State Plane Coordinate System, West Zone.

Pursuant to N.R.S. 111.312, this legal description was prepared by Mike Bailey of Mactec Engineering and Consulting Inc., 1572 East College Parkway, Suite 162, Carson City, NV 89706.

COOPER



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PG- 11828
09/29/2005