

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV

Werner Christen - Recorder

Page: 1 of 5 Fee: 18.00

BK-0706 PG- 9750 RPTT: 3170.70



APN: 1419-26-810-001

R.P.T.T. \$ 3,172.70

Escrow No: 050700535

WHEN RECORDED, MAIL TO:

SAME AS BELOW

MAIL TAX STATEMENTS TO:

Mr. and Mrs. Fleming

1767 Clover Court

Minden, NV 89423

**GRANT, BARGAIN AND SALE DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **GENOA DEVELOPER ASSOCIATES, LLC**, a Nevada limited liability company ("Grantor"), does hereby GRANT, BARGAIN AND SELL to **John T. Fleming and Nan B. Fleming, husband and wife as joint tenants** ("Grantee"), whose address is: 1767 Clover Court Minden, NV 89423, the real property situate in the County of Douglas, State of Nevada, described as follows ("Property"):

[See Exhibit "A"]

[Subject to Covenants, Conditions and Restrictions as shown in EXHIBIT B]

TOGETHER with the tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

RESERVING, HOWEVER, unto Grantor, a first right to purchase the Property as follows ("First Right"):

- (a) If, at any time during the First Right Period (below defined), Grantee decides to sell the Property, then before placing the Property on the market for sale or accepting an offer to purchase the Property from a buyer ("Offeror"), Grantee shall give written notice to Grantor of its intention to sell the Property ("Grantee's Notice"). Within ten (10) business days following delivery

Grantor's election to exercise or not to exercise Grantor's right to purchase the Property ("Grantor's Notice").

(b) If Grantor elects not to exercise its right to purchase the Property, then Grantee may place the Property on the market for sale or accept an offer to purchase the Property from an Offeror. If Grantor elects to exercise its right to purchase the Property, then Grantor, in its own name or in the name of a nominee, shall purchase the Property from Grantee, and Grantee shall sell the Property to Grantor (or Grantor's nominee), and the parties shall, within ten (10) business days of Grantor's Notice, execute a purchase and sale agreement for the Property containing substantially similar provisions to the Purchase and Sale Agreement and Escrow Instructions between Grantor and Grantee, dated as of **16th day of June, 2005** (the "Purchase Agreement"), except the purchase price for the Property shall be an amount equal to (i) the Purchase Price for the Property as defined in Paragraph 1 of the Purchase Agreement, plus (ii) the actual closing costs paid by the Grantee pursuant to Paragraph 13 of the Purchase Agreement, plus (iii) at the annual rate of three percent (3%) compounded on each anniversary date of the Purchase Grantor's Notice. If, in Grantee's Notice, Grantee provides Grantor a reasonably detailed explanation for Grantee's decision to sell the Property during the First Right Period (e.g., job transfer, financial hardship, etc.), and such explanation is acceptable to Grantor in Grantor's reasonable discretion, then Grantor will not exercise its right to purchase the Property from Grantee, and Grantee may place the Property on the market for sale or accept an offer to purchase the Property from an Offeror.

(c) If any sale of the Property to an Offeror should fail to close, the First Right shall remain in full force and effect.

The First Right shall be effective as of the **27th day of July, 2006** and shall terminate and be deemed extinguished for all purposes, automatically and without any further action by Grantor or Grantee, as of the **27th day of July, 2008** ("First Right Period").

**DATED: this 27th day of July, 2006.**

**GENOA DEVELOPER ASSOCIATES, LLC,**

a Nevada limited liability company

By: **MDG NV BUILDERS, LLC,**

a Nevada limited liability company

Its: **Manager**

By: **MONTAHENO INVESTMENT, LLC**

a Nevada limited liability company

Its: **Manager**

By: \_\_\_\_\_

**CHIP L. BOWLBY**

Its: **Manager**

STATE OF NEVADA )

)ss.

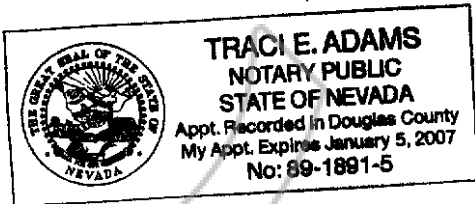
COUNTY OF *Douglas* )

This instrument was acknowledged before me on 7/27/06,  
20\_\_\_, by **CHIP L. BOWLBY** as Manager of **MONTAHENO INVESTMENT, LLC**, a Nevada limited liability company, as Manager of **MDG NV BUILDERS, LLC**, a Nevada limited liability company, as Manager of **GENOA DEVELOPER ASSOCIATES, LLC**, a Nevada limited liability company

*Traci E. Adams*

Notary Public

My Commission Expires: January 5, 2007



**EXHIBIT "A"  
LEGAL DESCRIPTION**

Order No.: 050700535

The land referred to herein is situated in the State of Nevada,  
County of DOUGLAS, described as follows:

Lot 31, in Block E, of the Final Subdivision Map, a Planned  
Unit Development, PD-0016/LDA 02-008 for CANYON CREEK  
MEADOWS, PHASE 1, filed in the office of the Douglas County  
Recorder on February 11, 2004 in Book 0204, at Page 4470, as  
Document No. 604356.

ASSESSOR'S PARCEL NO. 1419-26-810-001

**EXHIBIT "B"**

**ESCROW NO.: 050700535**

**SUBJECT TO Covenants, Conditions and Restrictions of Record recorded February 13, 2004 as Document No. 0604581; and First amendment to Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows which recorded August 12, 2004 as Document No. 0621279; and Assignment of Declarant's Rights for Canyon Creek Meadows which recorded August 12, 2004 as Document No. 0621294; and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Montana at Genoa Lakes Golf Resort which recorded February 28, 2006 as Document No. 668801, Official Records of Douglas County, Nevada.**

**COPY**

