

DOC # 0686459
10/16/2006 01:37 PM Deputy: SD
OFFICIAL RECORD
Requested By:
DC/CO MANAGER

Assessor's Parcel Number: N/A

Date: OCTOBER 13, 2006

Recording Requested By:

Name: LISA GRANAHAN, CO MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 12 Fee: 0.00
BK-1006 PG- 5259 RPTT: 0.00



AGREEMENT #2006.185
(Title of Document)

FILED

NO. 2006-185

Real Property Purchase Agreement

2006 OCT 13 PM 3:05

This Real Property Purchase Agreement (Agreement) is entered into this 13th day of October, 2006, by and between Douglas County, a political subdivision of the State of Nevada (Purchaser), and Valeri Bianchi-Wood (Seller) based on the following facts:

RECEIVED
DEPUTY
[Signature]

- a. The Seller is the owner of real property located in Douglas County, Nevada.
- b. Purchaser has received a grant funded by the Question 1 Grant Program and desires to purchase the property from the Seller.
- c. The parties have reached an agreement on the terms and conditions on the sale and purchase of the property.

Based on these facts and the mutual promises contained in this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Purchaser agrees to purchase from Seller and Seller agrees to sell to Purchaser the real property at 456 Genoa Lane, consisting of 5.42 acres located in Douglas County and more particularly described in the attached Exhibit A, on the terms and conditions that follow. Any water rights appurtenant to the land shall be transferred by Seller to Purchaser and Seller agrees to execute any documents required to convey such rights to Purchaser.
2. The agreed on purchase price is \$1,020,000.
3. Escrow will be opened with Stewart Title Co. in Minden, Nevada. Escrow will close on January 16, 2007, or when Purchaser deposits the full purchase price in the escrow, whichever is sooner. The parties agree to equally split the costs and fees of the escrow. All modifications or extensions must be in writing and signed by the parties. Escrow instructions will be prepared as follows:

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A. Purchaser will pay the sum of \$1,020,000 for the property described in Exhibit A with a payment of \$175,000 by October 16, 2006 and the remaining \$845,000 by January 16, 2007^{view} and will record the deed restriction on the property described in Exhibit B.

B. Seller agrees to execute a warranty deed to convey to Douglas County the property described in Exhibit A.

C. All funds payable to Seller will be made payable to Seller and the Rowe & Hales Trust Account. At the close of escrow from those funds Seller will make an unrestricted \$80,000 contribution to the Purchaser. Purchaser intends to use the funds for the match obligation under the Q1 funding, but all parties acknowledge the funds can be used by Purchaser in whatever manner it deems appropriate.

D. Seller agrees to obtain a CTLA title insurance policy on the property and pay for the cost of the policy.

4. The parties are aware that Purchaser will establish a deed restriction on the real property similar in form to the document attached as Exhibit B.

5. There is a single family residence located on the property. Purchaser acknowledges that it is not purchasing this property to be used as a single family residence and accordingly the parties agree and stipulate that NRS 113.135 *et seq.* has no application in this transaction. In addition to this stipulation, to the extent that NRS 113.135 *et seq.* applies Purchaser specifically waives any right to receive any disclosures as to the condition of the property. The attestation by the county clerk to this document is provided and accepted in lieu of notarization required by NRS 113.130(3). The Property is purchased "as is." Seller will make herself available at reasonable times to any question on the condition of the property and the use of the building.

6. No personal property is included in the transaction. If Purchaser notifies Seller before

the close of escrow that it would like the refrigerators currently in the home the Seller will leave them for the Purchaser at no additional consideration. If Purchaser notifies Seller before the end of escrow that it would like the pellet stove removed Seller will do so at her own expense, otherwise the pellet stove is deemed part of the real property and is included in this transaction.

7. Purchaser will obtain at its expense a preliminary title report on the property and notify Seller of any objection to any of the exceptions to the title by October 5, 2006. Seller will have the option, at her own expense, to seek to remove the exceptions or to void this contract.

8. As a condition for this transaction, which the parties acknowledge is essential to the Seller; Seller will have two weeks from the close of escrow to vacate the property. While residing on the property Seller must maintain liability, fire and property insurance on the property and agrees to indemnify the County for any loss arising for her occupancy of the property. Also as consideration for staying on the property Seller will maintain the property and function as a caretaker for the property.

9. This Agreement sets forth all the promises, agreements, conditions, warranties, and representations between the parties and is intended to be an integration of any and all agreements and understandings, oral or written, with respect to the transaction in this agreement.

10. The parties acknowledge having the opportunity to be represented by the counsel of their choice with respect to the preparation, negotiation and execution of this Agreement and each party agrees that the doctrine of construing the contractual terms against the drafting party will not apply to this Agreement. Each party will bear their own costs and attorney fees associated with the terms and conditions of this Agreement.

11. All notices or other documents under this Agreement must be in writing and delivered personally or mailed by registered or certified mail, return receipt requested, addressed



to the Seller in care of James Hales, Esq., Rowe & Hales, Post Office Box 2080, Minden, Nevada 89423, or to the Purchaser in care of Lisa Granahan, County Manager's Office, Post Office Box 218, Minden Nevada, 89423.

12. Time is of the essence for this Agreement.

13. This Agreement is binding on and inures to the benefit of the parties and their heirs, successors and assigns.

14. Each person signing this Agreement covenants that he or she has the proper authority and power to enter into this Agreement and bind the party to this Agreement.

15. This Agreement must be construed in accordance with and governed by the laws of the State of Nevada and the parties agree that the proper venue and jurisdiction of all actions arising out of this agreement is the Ninth Judicial District Court, Douglas County, Nevada.

The Parties have executed this Agreement as of the date written above.

Purchaser

By: James L. Baushke
James L. Baushke, Chair
Douglas County Commission

Barbara Reed
Attest:
Barbara Reed, Douglas County Clerk

By: Deanna Hennessey

Approved as to form:
Scott Doyle, District Attorney

By: Robert J. Martin

Seller

By: Valeri Bianchi-Wood
Valeri Bianchi-Wood



EXHIBIT "A"

A parcel of land located in the West half of the Southwest quarter of Section 11, Township 13 North, Range 19 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Commencing at the Southwest corner of said Section 11, proceed North 43°47" East, 375.57 feet to the True Point of beginning; which is the Southwest corner of the Parcel; and lies on the Northerly right of way line of Genoa Lane, at the right angles to State Highway Engineer's Station 129+40.11; proceed thence North 15°30'01" East, 405.26 feet to a point on a fence line; thence South 69°34'40" East, 93.03 feet to a fence corner; thence North 5°04'43" East, 864.18 feet, along a fence line, to a fence corner; thence North 69°27'20" East, 130.00 feet to the approximate center of the Carson River; thence South 25°00' East, 200.00 feet, along the approximate center of the Carson River, to a point; thence South 11°21'16" West, 1,188.10 feet along the approximate center of the Carson River, to a point on the Northerly right of way line of Genoa Lane, thence North 71°31'30" West, along the Northerly line of Genoa Lane, 67.96 feet more or less to the Southeast corner of the parcel of land described in the Deed to Cordes Construction, Inc., recorded January 10, 1967, in Book 47, Page 92, File No. 35116, Official Records; thence North 17°35'47" East, along the East line of said parcel 340.04 feet to the Northeast corner of said parcel; thence North 71°31'30" West, along the North line of said parcel 88.82 feet more or less to the Northwest corner of said parcel; thence South 18°29'10" West along the West line of said parcel 340.00 feet more or less to the North line of Genoa Lane; thence North 71°31'30" West, along the North line of Genoa Lane, 95.55 feet to the point of Beginning.

EXCEPTING THEREFROM that portion lying below the natural highwater mark of the Carson River.

Per NRS 111.312, this legal description was previously recorded at Document No. 244946, Book 291, Page 1711, on February 15, 1991.



EXHIBIT "B"

A.P.N. 1319-11-002-014

RECORDING REQUESTED BY:

Douglas County, Nevada
District Attorney
P.O. Box 218
Minden, NV 89423

WHEN RECORDED MAIL TO:

Nevada Division of State Lands
Question 1 Program
901 S. Stewart St., Suite 5003
Carson City, Nevada 89701

NONREVOCABLE AGREEMENT TO RESTRICT PROPERTY

This NONREVOCABLE AGREEMENT TO RESTRICT PROPERTY ("Agreement") is made and entered by and between Douglas County, a political subdivision of the State of Nevada, ("County"), and the State of Nevada ("State"). County and State are sometimes hereinafter referred to collectively as the "Parties."

Recitals

WHEREAS, County is the owner of that certain real property located on the North side of U.S. Highway 395 at Genoa Lane, Minden, Nevada, APN 1319-11-002-014, in Douglas County, Nevada, described on "Exhibit A" attached hereto and incorporated herein by this reference.

WHEREAS, This deed restriction is given to insure that the Property is maintained and used in a manner consistent with the regulations adopted by the State for the Conservation and Resource Protection Grant Program, hereinafter referred to as "Question 1 Program." Regulatory authority 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. The referenced regulations require the Nevada Division of State Lands, (hereinafter "State Lands," an agency of the State), when entering into a Funding Agreement, to include permanent nonrevocable deed restrictions and appropriate reversionary clauses to ensure that at all times the land is maintained in a manner consistent with the purpose of the Question 1 Program.

WHEREAS, County has entered into a State Lands Question 1 Program Funding Agreement which provides funding to implement the project entitled the "Genoa Lane Acquisition" and which has been assigned Q1 Project ID No. DO-UP-06006.

WHEREAS, State Lands has authority to award grants of money from the sale of municipal bonds to state agencies, counties, municipalities or private nonprofit organizations, including the County, to acquire land and water or interests in land and water for urban parks and greenbelts. Money awarded under this authority must be for the protection and preservation of the property and natural resources of the state, or for the purposes of obtaining the benefits thereof.



Declarations

NOW, THEREFORE, in consideration of the grant funds received and the covenants and agreements contained herein, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Nonrevocable Restriction of Property. County agrees that the Property will be used only for Urban Park Purposes and Greenbelt Purposes (the "Permitted Use") and that it will not allow for the Property to be used for any purpose other than the Permitted Use. For purposes of this Agreement, the term "Urban Park Purposes" means a use that provides an opportunity for casual recreational activity and includes, without limitation, any natural area, area of scenic value, area of physical or biological importance, wildlife area, land that provides outdoor community space and land that provides a connection to another public area. For purposes of this agreement, the term "Greenbelt Purposes" means a use that provides an open area of real property that is cultivated or maintained in a natural or semi natural state and used: (i) As a buffer between land uses, (ii) To mark the edge of an urban or developed area, or a natural feature, such as a lake; or (iii) To create a linear corridor for the provision of trails or other amenities.
3. Unauthorized Permitted Uses. If at any time the Property, or any portion of it, is used for some purpose other than the Permitted Use, then Grantee shall promptly take the following action:
 - A. Offer to convey the Property, for no consideration, to the State for the Permitted Use; or, if, said offer is rejected by the State or if the State fails to respond to the offer within ninety (90) days of the date of the offer, then County shall offer to convey the Property, for no consideration, to each reasonably identifiable Nonprofit Conservation Organization active in Douglas County, Nevada. For purposes of this Agreement, the term "Nonprofit Conservation Organization" means a nonprofit organization, qualified in the State, that has as one of its primary purposes the acquisition of property for the protection, preservation and/or conservation of land, water, open space and/or the natural communities, resources and wildlife located thereon.
 - B. Any offer made herein by County must be made: (a) by delivering a written offer to the party to whom the offer is being made via certified U.S. Mail or hand delivery, and (b) by providing public notice of the offer, which public notice shall include, without limitation, notice of such offer by publication no less than three (3) times at one-week intervals in a newspaper of general circulation in the County of Douglas. Both the written offer and the public notice described herein shall state that in the event multiple parties are interested in accepting the offer and are otherwise qualified to accept the offer, the party to whom the Property will be conveyed will be determined promptly by the County in its sole and absolute discretion. The written offer and public notice shall also include the date by which a qualified party must accept the offer in writing, which date shall be not less than sixty (60) days nor more than ninety (90) days after the date of third publication, and shall identify the representative to whom the written acceptance must be made and the place where such written acceptance must be delivered. The County shall bear all costs for any offer required to be made by it hereunder.



- C. Should an offer described herein be accepted, the County shall, at its sole cost and expense, promptly deliver to the qualified party accepting said offer, a duly executed warranty deed capable of being recorded in order to convey clear title to the Property to said party.
4. Transfer of Property. The property may not be sold or transferred without the prior written consent of the State. In the event the County desires to sell or otherwise transfer the Property, prior to any such sale or transfer of the Property by County, County shall offer to convey the Property, for no consideration, to the entities described in subparagraph 3(B) above, subject to the same terms and conditions, and according to the same procedures, set forth therein. If, after complying with the provisions of subparagraph 3(B), neither the State nor a qualified Nonprofit Conservation Organization has accepted County's offer, County may sell the Property to any other person or entity for fair market value. Upon such sale, County shall promptly transmit to the State proceeds equivalent to the State's proportion of the Grant to the price at acquisition, plus a penalty in the amount of 10% of the price upon sale.
5. Condemnation. Any and all funds received by the County in connection with any portion of the Property taken by right of eminent domain or by condemnation shall be delivered promptly to the State as reimbursement, in whole or part, for the amount of the Grant. If only a portion of the Property is taken by right of eminent domain or by condemnation, and if the County thereafter desires to dispose of that portion of the Property not taken by right of eminent domain or condemnation, the County shall offer to convey the portion of the Property not taken by right of eminent domain or by condemnation, for no consideration, to the entities described in subparagraph 3(B) above, subject to the same terms and conditions, and according to the same procedures, set forth therein. If, after complying with the provisions of the preceding sentence, neither the State nor a qualified Nonprofit Conservation Organization has accepted the County's offer, County may sell said portion of the Property to any other person or entity for fair market value. Upon such sale, County shall promptly transmit to the State proceeds equivalent to the State's proportion of the Grant to the price at acquisition, with credit for proceeds from the eminent domain proceeding as set forth herein, plus a penalty in the amount of 10% of the price upon sale.
6. Enforcement. The rights and interests of the State may be enforced as follows:
- A. Enforcement of the provisions of this Agreement shall be at the discretion of enforcing party. Any forbearance in the enforcement of rights and interest under this Agreement in the event of a violation or infringement, or threatened violation or infringement, of any provision of this Agreement shall not be deemed or construed to be a waiver of such provision or of any subsequent violation or threatened violation of the same or any other provision of this Agreement, and any failure to act shall not be deemed a waiver or forfeiture of the right to enforce the provisions of this Agreement in the future.
- B. In the event of a violation or infringement, or threatened violation or infringement, of any provision of this Agreement, any person may institute a suit to enjoin the violation or infringement and/or to require the restoration to the condition that existed prior to the violation or infringement; in addition, the State and any Nonprofit Conservation Organization enforcing this Agreement may seek damages to which they may be entitled. The enforcement rights under this subparagraph



shall apply equally in the event of either actual or threatened violations of the provisions of this Agreement. The County agrees and acknowledges that the remedies at law for any violation of the provisions of this Agreement are inadequate and that any person enforcing this Agreement shall be entitled to the injunctive relief described in this subparagraph, both prohibitive and mandatory, in addition to such other relief, including damages, to which the enforcing person may be entitled, including specific performance of the provisions of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

7. Recordation. This Agreement shall be recorded in the office of the Douglas County Recorder. The covenants, conditions and restrictions contained herein shall run with the land and are binding on the parties, their successors and assigns.
8. Amendments. This Agreement shall not be amended except upon the written agreement of the parties after public notice by publication no less than three (3) times at one-week intervals in a newspaper of general circulation in Douglas County.
9. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements.
10. Further Assurances; Additional Documents. The Parties agree to execute any and all further documents, deeds and other writings, and to undertake any further action necessary to consummate the transactions contemplated herein.
11. Authority. The County and the State, respectively, represent and warrant that, as of the date of this Agreement, each has the full right, power and authority to enter into this Agreement and to consummate the transaction contemplated herein, and that each has duly and properly taken all action required of it, to authorize the execution, delivery and performance by it of this Agreement.
12. Binding Effect. This Agreement is binding upon the representatives, successors, and assigns of the Parties hereto.
13. Captions. The captions and headings of the sections of this Agreement are for convenience of reference only and shall not be construed in interpreting the provisions hereof.
14. Severability. If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect so long as the purpose and intent of this Agreement may be achieved.
15. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State.
16. Attorneys Fees. In the event of any controversy, claim, or dispute relating to this Agreement or to the violation or infringement thereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs.



IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first written above.

DATED this _____ day of _____, 2006.

"County"

DOUGLAS COUNTY

By: _____

Name: _____

Its: _____

"State"

STATE OF NEVADA

By: _____

Name: _____

Its: _____

APPROVED as to Form:
GEORGE J. CHANOS
Attorney General

By: _____
GEORGE H. TAYLOR
Deputy Attorney General

Date: _____

APPROVED as to Form:
Scott W. Doyle
Douglas County District Attorney

By: _____
Robert Morris
Chief Deputy District Attorney

Date: _____

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the _____ day of _____,
2006, by _____.

NOTARY PUBLIC

Exhibit A

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: October 13, 2006

B. Reed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

