

DOC # 733876
12/02/2008 02:28PM Deputy: PK
OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: 19.00
BK-1208 PG-463 RPTT: 2,086.50



APN: 1419-26-310-007
R.P.T.T. \$ 2,086.50
Escrow No: 2080207TA

WHEN RECORDED, MAIL TO:

SAME AS BELOW

MAIL TAX STATEMENTS TO:

**Mr. and Mrs. Gates
P.O. Box 952
Genoa, NV 89411**

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 **Christopher Gates and Alicia Gates, husband and wife as joint tenants** ("Grantee"), whose address is: P.O. Box 952 Genoa, NV 89411, 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

of Grantee's Notice to Grantor, Grantor shall give Grantee written notice of 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 **4th day of November, 2008** (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 **2nd day of December, 2008** and shall terminate and be deemed extinguished for all purposes, automatically and without any further action by Grantor or Grantee, as of the **2nd day of December, 2010** ("First Right Period").

DATED: this 18th day of November, 2008.



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

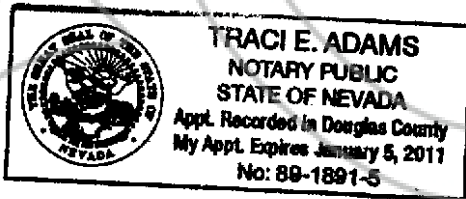
Its: **Manager**

STATE OF NEVADA)

)ss.

COUNTY OF *Douglas*)

This instrument was acknowledged before me on November 18,
2008, 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, 2011



EXHIBIT "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Lot 6, Block A, 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, State of Nevada, on February 4, 2004, in Book 0204, at Page 4470, as Document No. 604356.

PARCEL 2:

Together with the following easements for Access:

A non-exclusive 50 foot wide access easement, created in that certain document entitled "Easement Amendment Deed", executed by Little Mondeaux Limousin Corporation, recorded on February 25, 1998, as Document No. 433367, in Book 298, Page 4658, of the Official Records of Douglas County, Nevada.

A 50 foot wide access, irrigation, and utility easement, over and across those certain lands described in document recorded on February 3, 2004, in Book 0204, Page 0954, as Document No. 603680, of the Official Records of Douglas County, Nevada.

A 60 foot private access, private irrigation, and public utility easement, as set forth on the Final Subdivision Map entitled CANYON CREEK MEADOWS PHASE 1, according to the plat thereof filed on February 11, 2004, in Book 0204, Page 4470, as Document No. 604356, of the Official Records of Douglas County, Nevada.

An easement for non-exclusive access purposes with the Easement Area, created in that certain document entitled "Master Grant Deed" executed by Ronald L. Simek, et al, recorded on December 31, 1996, as Document No. 403934, in Book 1296, Page 4911, of the Official Records of Douglas County, Nevada.

An easement for pedestrian and vehicular ingress and egress to and from that certain real property; and the installation, construction, repair, maintenance, and replacement of roadway improvements within the Easement Area, such as, without limitation, asphalt paving, cattle guard, and so forth, created in that certain Document entitled "Grant of Relocatable Private Access Easement (#OS6)", executed by Ronald L. Simek, recorded on February 3, 2004, as Document No. 603676, in Book 0204, Page 862, of the Official Records of Douglas County, Nevada.

PARCEL 3:

Also Together with the following Reservations, Easements and Covenants for the benefit of Parcel 1, herein:

Reservations pursuant to document entitled "Entry Reservation Memorandum for Parcel 14", recorded March 31, 2005, in Book 0305, Page 14360, as Document No. 640525, Official Records, Douglas County, Nevada;

Easements pursuant to document entitled "Ancillary Easements Memorandum", recorded March 31, 2005, in Book 0305, Page 14366, as Document No. 640526, Official Records, Douglas County, Nevada;

Continued...



EXHIBIT "A" continued...

Covenants pursuant to document entitled "Parcel 10 Memorandum", recorded March 31, 2005, in Book 0305, Page 14373, as Document No. 640527, Official Records, Douglas County, Nevada;

Covenants pursuant to document entitled "TC Parcels Memorandum", recorded March 31, 2005, in Book 0305, Page 14381, as Document No. 640528, Official Records and amended by document recorded March 31, 2005, in Book 0305, Page 14388, as Document No. 640529, Official Records, Douglas County, Nevada;

Easements pursuant to document entitled "Grant of Easement", recorded May 1, 2006, in Book 0506, Page 168, as Document No. 673811, Official Records, Douglas County, Nevada;

Covenants pursuant to document entitled "Memorandum of Agreement", recorded May 1, 2006, in Book 0506, Page 333, as Document No. 673834, Official Records, Douglas County, Nevada;

Easements pursuant to document entitled "Grant of Easements", recorded May 1, 2006, in Book 0506, Page 347, as Document No. 673835, Official Records, Douglas County, Nevada;

Easements pursuant to document entitled "Grant of Easements", recorded May 1, 2006, in Book 0506, Page 377, as Document No. 673836, Official Records, Douglas County, Nevada;

Easements pursuant to document entitled "Reciprocal Parking and Access Easement Agreement", recorded July 24, 2006, in Book 0706, Page 8118, as Document No. 680413, Official Records, Douglas County, Nevada;

Easement pursuant to document entitled "Grant of Mailbox Cluster Easement", recorded December 1, 2006, in Book 1206, Page 66, as Document No. 689800, Official Records, Douglas County, Nevada.



EXHIBIT "B"

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. 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.

