

OFFICIAL RECORD

Requested By:

DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: MARCH 31, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 14 Fee: 27.00
BK-0309 PG-8146 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

EASEMENT #2009.063
(Title of Document)

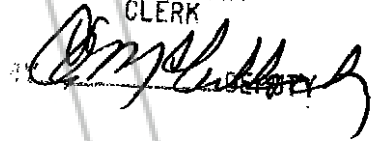
FILED

NO. 2009.0103

2009 MAR 31 PM 12:39

After recording, return to:
R.O. Anderson Engineering, Inc.
P.O. Box 2229
Minden, NV 89423

TED THIRAN
CLERK



GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made this 5 day of Dec., 2008 by Alton A. and Susan L. Anker, ("Grantors") in favor of Douglas County, a political subdivision of the State of Nevada ("Grantee").

PREAMBLE

A. Grantors are the sole owner in fee simple of certain real property in Douglas County, Nevada, more particularly described and illustrated in **Exhibit "A"** attached hereto and incorporated by this reference (the "Protected Property").

B. It is the purpose of the conservation easement (hereby "Conservation Easement") to provide a significant public benefit by protecting and preserving in perpetuity the highly scenic and open view across the Protected Property, enjoyed by the general public who travel along Mottsville Lane and Centerville Lane, and to preserve the traditional and scenic rural and agrarian character of the Protected Property, in accordance with the governmental policies of Douglas County, Nevada, delineated in its 1996 master plan, as amended, namely to preserve scenic and agricultural lands.

C. Grantors intend that the conservation values of the Protected Property be preserved and maintained by the continuation of the current agricultural land uses and those agricultural uses not otherwise inconsistent with the terms hereof, and permitted by right in Douglas County Code Agricultural (A-19) zoning district, specifically excluding those uses in Douglas County Code, Section 20.654.020 that would otherwise require the issuance of a Special Use Permit, in effect on the date of execution of this Grant of Conservation Easement, and desires to convey to Grantee the right to preserve and protect the conservation values of the Protected Property in perpetuity

D. Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect, in perpetuity, the agricultural land uses and conservation values of the Protected Property for the benefit of this generation and the generations to come.

E. This Conservation Easement is created pursuant to the Uniform Conservation Act provided for in NRS 111.390 – 111.440. This Conservation Easement is also created pursuant to the Internal Revenue Code, as amended ("Code") at Title 26, U.S.C.A. Section 170(h)(1)-(6), 2031(c) and 2055 and 2522. Grantee is a political subdivision of the State of Nevada and a "Holder" within the meaning of NRS 111.410(2)(a). The Holder is qualified to hold conservation easements pursuant to NRS 111.410(2)(a) and is a Qualified Organization under Code Section 170(h)(3), to wit: a governmental unit.



F. The Grantors and Grantee recognizing the importance of the Protected Property for conservation, as demonstrated by the aforementioned facts and have the common purpose of conserving the traditional, agricultural natural and scenic values of the Protected Property by the conveyance of a Conservation Easement on, over and across the Protected Property.

NOW THEREFORE, in consideration of the preamble set forth set forth above, the creation of Ranch heritage parcels pursuant to Douglas County Code Chapter 20.714, the transfer of development rights pursuant to Douglas County Code Chapter 20.500 and the mutual covenants, terms conditions and restrictions contained in this document and pursuant to the laws of Nevada, in particular NRS 111.390 to 111.440, Grantors and Grantee covenant as follows:

1. Grant of Easement. Grantors voluntarily grant and convey to Grantee a conservation easement ("Conservation Easement"), in perpetuity over the Protected Property of the nature and character and to the extent herein set forth,

2. Use of Property. Grantors reserve the right to construct within the Protected Property any structures, improvements or accessory uses as may be allowed under the terms of this conservation easement. Grantors agree that use of undeveloped portions of the Protected Property shall be restricted to use for agricultural purposes that are consistent with the protection of the natural and scenic qualities of the Protected Property and Douglas County code specifically excluding those uses in Douglas County Code, Section 20.654.020 that would otherwise require a Design Review approval or the issuance of a Special Use Permit, in effect on the date of execution of this Grant of Conservation Easement, and desire to convey to Grantee the right to preserve and protect the conservation values of the Protected Property in perpetuity. Grantors reserve the right to construct and maintain a private access driveway and public utilities, together with requisite easements for those purposes, through the Protected Property for the sole and exclusive benefit of each respective parcel. In making the grant, the Grantor has considered the possibility that uses and practices prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses and practices, and that neighboring properties may in the future be put entirely to such prohibited uses or practices. It is the intent of both the Grantor and the Grantee that any such changes shall not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Conservation Easement. In addition, the inability of the Grantor, or the Grantor's successors or assigns, to conduct or implement any or all of the uses or practices permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination, extinguishment or modification.

3. Rights of Grantee. To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee by this Conservation Easement:

(a) To preserve and protect the conservation values of the Protected Property;

(b) To enter upon the Protected Property at reasonable times in order to monitor Grantors' compliance with and to enforce the terms of this Conservation Easement;

provided, that, the entry shall be upon prior reasonable notice to Grantor and Grantee shall not unreasonably interfere with the Grantors' use and quiet enjoyment of this Protected Property;

(c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement; and

(d) To require the restoration of any areas or features of the Protected Property that may be damaged by an inconsistent activity or use.

4. Perpetual Restriction of Water Rights. Grantors agree to perpetually restrict the use of the Water Rights to support the normal, usual and customary residential and agricultural use of the Protected Property. This restrictive covenant (herein sometimes referred to as "Covenant") to perpetually restrict the use of the Water Rights shall run with the Protected Property and every portion thereof and interest therein; the Covenant may only be modified or terminated by a court of competent jurisdiction in accordance with the principles of law and equity as provided in NRS 111.430(2) (or any successor provision as may be then applicable), or with the consent of Grantee upon the substitution of adequate alternate water rights.

The following table provides the application or claim number, general description of the place of use, and the Assessor's Parcel Number to which the water rights are appurtenant. The water rights were decreed in connection with the Alpine (Carson River) Decree and Grantors are the Owners of the delineated water right claims:

<u>CR Claim</u>	<u>Area (AC)</u>	<u>Place of Use (a portion of)</u>	<u>Current APN</u>
587	67.12	NENW S12 & E1/2SW1/4 S1 T.12N., R.19E.	1219-12-001-012
636	<u>69.40</u> 136.52 acres	SEnw & SWNE S12 T.12N., R.19E.	1219-12-001-012

5. Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of the Conservation Easement and Covenant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Subdivision or development; and

(b) Non-agricultural commercial or industrial uses except as provided by the terms of this conservation easement.

6. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors and assigns, all rights arising from or incidental to its ownership of the Protected Property, including the right to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Grant.



7. Grantee's Remedies. If Grantee determines that Grantors are in violation of the terms of this Grant or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation, and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Grant, to restore the portion of the Protected Property so injured. If Grantors fail to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation with the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Grant or injury to any conservation values protected by this Grant, including damages for the loss of scenic, aesthetic or environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

Without limiting Grantors' liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Grant. Grantors agree that Grantee's remedies at law for any violation of the term of this Grant are adequate and that Grantee shall be entitled to the injunctive relief described under this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Grant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Grant against Grantors, including, without limitation, costs of suit and attorneys fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Grant, shall be borne by Grantors. If either party prevails in any action to enforce the terms of this Grant, the prevailing party's costs of suit, including, without limitation, attorneys' fees, shall be borne by the other party.

9. Grantee's Discretion. Enforcement of the terms of this Grant shall be at the discretion of Grantee and any forbearance by the Grantee to exercise its rights under this Grant against Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Grant or of any of Grantee's rights under this Grant. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel or prescription.

11. Acts Beyond Grantors' Control. Nothing contained in this Grant shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Protected Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

12. No Public Access. No right of access by the general public to any portion of the Protected Property is conveyed by this Grant.

13. Hold Harmless. Grantors shall hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, or other matters related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of the Indemnified Parties; and (b) the exercise of the remedies specified in paragraph 7.

14. Extinguishment. If circumstances arise in the future such as to render the purpose of this Grant impossible to accomplish, this Grant can only be extinguished either (a) after public hearing and approval by (i) the Planning Commission of Douglas County, Nevada, and (ii) the Board of County Commissioners of Douglas County, Nevada, or (b) by a court of competent jurisdiction pursuant to NRS 111.430(2) or any successor provision as may be then applicable.

15. Assignment of Conservation Easement. This Conservation Easement is transferable, but Grantee may assign its rights and obligations under the Conservation Easement only to another governmental body or any organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes for which this Grant is intended continue to be carried out.

16. Subsequent Transfers. Grantors agree to incorporate the terms of this Grant in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, any leasehold interest. Grantors further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any action required by this paragraph shall not impair the validity of this Grant or limit its enforceability in any way.

17. Estoppel Certificate. Upon request by Grantors, Grantee shall, within twenty (20) days of such request, execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Grant and otherwise evidences the status of this Grant as may be requested by Grantors.

18. Notices. Any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, address as follows:

To Grantors: Alton A. and Susan L. Anker
P.O. Box 95
Minden, Nevada 89423

To Grantee: Douglas County
c/o District Attorney's Office
P.O. Box 218
Minden, Nevada 89423

or to such other address as either party from time to time shall designate by written notice to the other.

19. Recordation. Grantee shall record this instrument and acceptance in timely fashion in the official records of Douglas County, Nevada and may re-record it at any time as may be required to preserve its rights in this Grant.

20. General Provisions.

20.1 Controlling Law. The interpretation and performance of this Grant shall be governed by the laws of the State of Nevada.

20.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed in favor of the Grant to effect the purpose of the Conservation Easement and the policy and purpose of NRS 111.390 to 111.440. If any provision of this Grant is found to be ambiguous, an interpretation consistent with the purpose of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

20.3 Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

20.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Grant, and supersedes all prior discussion, negotiations, understandings or agreements relating to the Grant, all of which are merged herein.

20.5 No forfeiture. Nothing contained herein will result in forfeiture or reversion of Grantors' title in any respect.

20.6 Joint Obligation. The obligations imposed by this Grant upon Grantors shall be joint and several.

20.7 Successors. The covenants, terms, conditions and restrictions of this Grant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

20.8 Termination of Rights and Obligations. A party's rights and obligations under this Grant terminate upon transfer of the party's interest in the Conservation Easement and Covenant or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.


20.9 Captions. The captions of this Grant have been inserted solely for convenience of reference are not a part of this instrument and shall have not effect upon construction of interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantors have entered into this Grant on the day and year shown above.

Grantor:

Alton A. Anker


By: 
Alton A. Anker

STATE OF NEVADA)
)SS
COUNTY OF DOUGLAS)

On this 5 day of Dec. 2008, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared, Alton A. Anker, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public

Grantor:

Susan L. Anker

By: 
Susan L. Anker

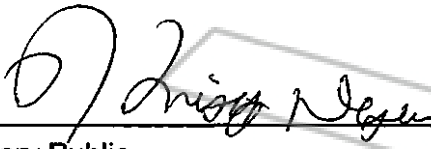
STATE OF NEVADA)
)SS
COUNTY OF DOUGLAS)

On this 5 day of Dec. 2008, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn,

personally appeared, Susan L. Anker, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





Notary Public

COPIES

DESCRIPTION
PROPOSED CONSERVATION EASEMENT
(Portion of A.P.N. 1219-12-001-012)

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

A parcel of land for conservation easement purposes located within a portion of the East one-half of the Southwest one-quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 1, a portion of the Northwest one-quarter (NW $\frac{1}{4}$), the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), a portion of the Southwest one-quarter (SW $\frac{1}{4}$), and a portion of the West one-half of the Southeast one-quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 12, Township 12 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of Adjusted Parcel 5B as shown on the Record of Survey to Support a Boundary Line Adjustment for Alton A. and Susan L. Anker recorded June 24, 2008 in the office of Recorder, Douglas County, Nevada as Document No. 725645, a point on the southerly right-of-way of Mottsville Lane;

thence along the westerly boundary of said Adjusted Parcel 5B, South 00°23'46" East, 767.88 feet to the POINT OF BEGINNING;
 thence North 89°36'14" East, 292.61 feet;
 thence along the boundary of said Adjusted Parcel 5B, the following courses:

South 00°17'32" East, 504.15 feet;
 North 89°42'28" East, 651.85 feet;
 South 00°22'31" East, 1322.35 feet;
 South 00°12'00" East, 1321.54 feet;
 North 89°48'46" East, 1317.21 feet;
 South 00°18'03" East, 1321.44 feet;
 South 00°15'59" East, 4.93 feet;
 South 89°48'00" West, 2360.10 feet;
 North 00°23'46" West, 4472.29 feet;

North 89°36'14" East, 106.55 feet to the POINT OF BEGINNING, containing 140.15 acres, more or less.

EXCEPTING THEREFROM the following:

A parcel of land located within portions of the Northwest one-quarter (NW $\frac{1}{4}$) and the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 12, Township 12 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:



Commencing at the southwest corner of Adjusted Parcel 5B as shown on the Record of Survey to Support a Boundary Line Adjustment for Alton A. and Susan L. Anker recorded June 24, 2008 in the office of Recorder, Douglas County, Nevada as Document No. 725645;

thence North 76°15'23" East, 1061.06 feet to the POINT OF BEGINNING;
 thence North 00°08'22" East, 471.30 feet;
 thence North 87°00'21" East, 472.07 feet;
 thence South 00°08'22" West, 471.30 feet;
 thence South 87°00'21" West, 472.07 feet to the POINT OF BEGINNING,
 containing 5.10 acres, more or less.

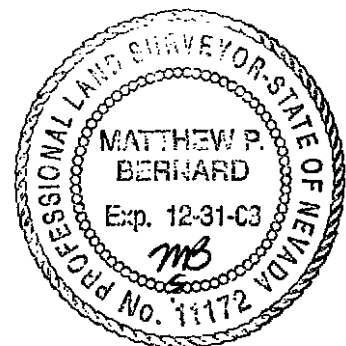
THE TOTAL ACREAGE FOR PROPOSED CONSERVATION EASEMENT IS 135.05 ACRES.

The above described parcel of land represents a portion of A.P.N. 1219-12-001-012, said Adjusted Parcel 5B, and is not intended for inclusion in a document conveying fee ownership. To do so is a violation of state law and/or local ordinance.

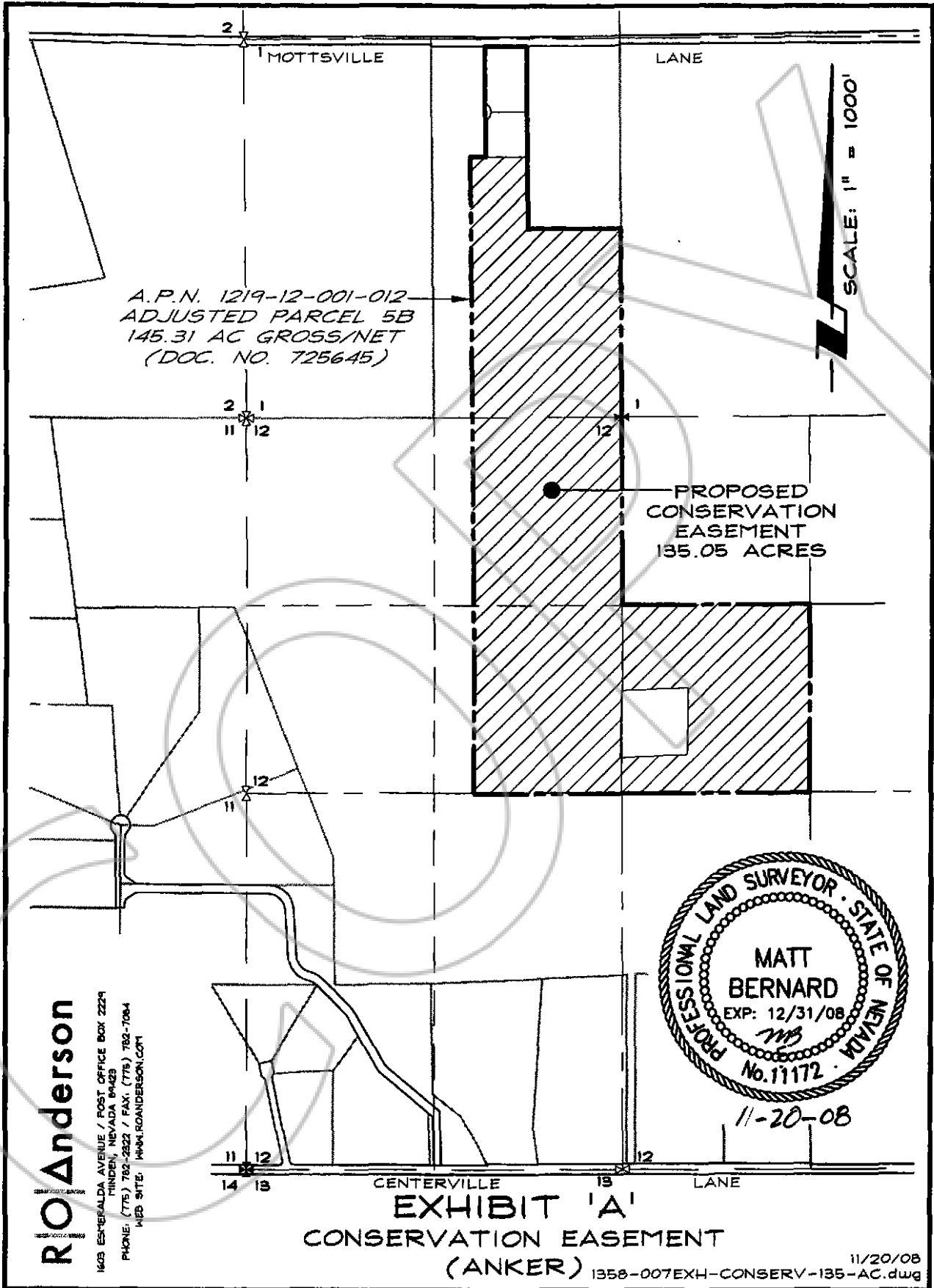
The Basis of Bearing of this description is North 89°53'00" East, the south line of Section 12, T.12N., R.19E., M.D.M. as shown on the Record of Survey to Support a Boundary Line Adjustment for Alton A. and Susan L. Anker and The Ranch at Gardnerville, LCC recorded May 21, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 701582.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
 P.O. Box 2229
 Minden, Nevada 89423

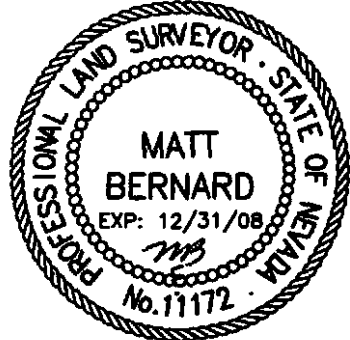


11-20-08



RO Anderson

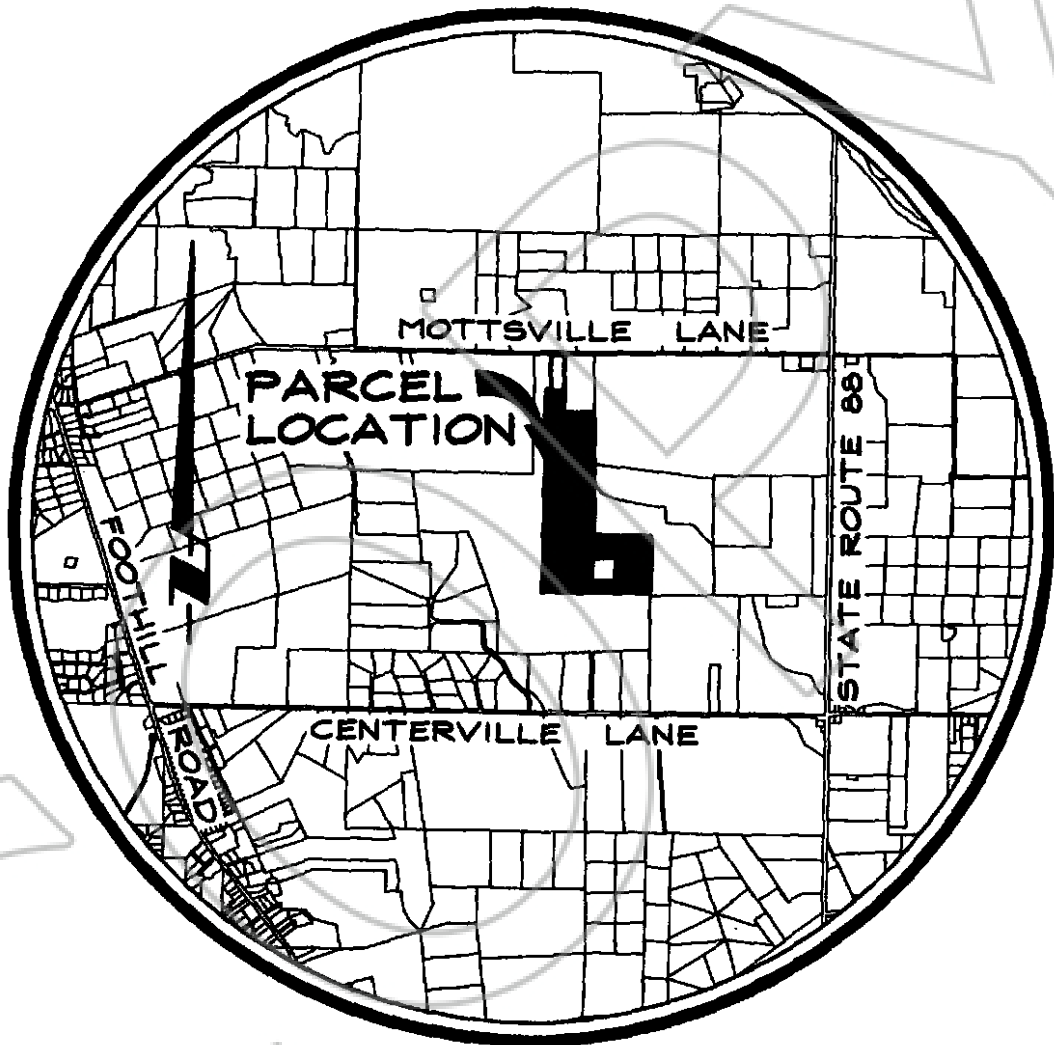
1608 ESTERDA AVENUE / POST OFFICE BOX 2229
 HINDEN, NEVADA 89423
 PHONE: (775) 782-2822 / FAX: (775) 782-7084
 WEB SITE: WWW.ROANDERSON.COM



11-20-08

EXHIBIT 'A'
CONSERVATION EASEMENT
(ANKER) 1358-007EXH-CONSERV-135-AC.dwg

11/20/08



R|O|Anderson

1405 ESTERHILDA AVENUE / POST OFFICE BOX 2224
PRINCETON, NEVADA 89403
PHONE: (775) 762-2822 / FAX: (775) 762-7084
WEB SITE: WWW.RANDANDERSON.COM

VICINITY MAP

NO SCALE

A portion of APN 1219-12-001-012

EXHIBIT 'A'

CONSERVATION & PROPOSED TDR AREA

ANKER ETAL 1358-004EXH-TDR-145-AC.dwg

11/25/08



COPY

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: May 31, 2009

[Signature] Clerk of the 9th Judicial District Court of the State of Nevada in and for the County of Douglas.

By [Signature] Deputy

