

29-

DOC # 0749083
08/18/2009 12:00 PM Deputy: GB
OFFICIAL RECORD
Requested By:
ROBERT J BOYD

Assessor's Parcel Number: 1418-03-711-011

Recording Requested By: _____

Name: ROBERT J. Boyd

✓ Address: P.O Box 176

City/State/Zip GLENBROOK, NEVADA 89413

Real Property Transfer Tax: \$ 0

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 16 Fee: 29.00
BK-0809 PG- 3917 RPTT: 0.00



LIMITED POWER OF ATTORNEY AND
AGREEMENT REGARDING TRANSFER OF UNITS OF USE

(Title of Document)

DOCUMENT SIGNED IN COUNTERPART

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

1418-03-711-011

Recording requested by
and when recorded mail to:

Robert J. Boyd
P.O. Box 176
Glenbrook, NV 89413

**LIMITED POWER OF ATTORNEY AND
AGREEMENT REGARDING TRANSFER OF UNITS OF USE**

This Limited Power of Attorney Regarding Transfer of Potential Land Coverage ("**Power-of-Attorney**") is made as of the 6th day of May 2009 ("**Effective Date**"), by and between Frank T. DeVerse and Patsy J. DeVerse Living Trust u/a/d January 10, 1978, Frank T., Trustee and Patsy J. DeVerse, Trustee ("**Sending Parcel Owner**"); The Boyd 1988 Trust dated 9/12/1988, Robert J., Trustee and Mary Ann Boyd, Trustee ("**Purchaser**"); and the Caroline S. Wing Survivor's Trust created 10/30/04, Caroline S. Wing, Trustee, Seller of Coverage ("**Seller**").

Whereas Sending Parcel Owner is the owner of Lot J, Glenbrook Subdivision Unit 3-B which is that certain parcel located in Douglas County, Nevada, commonly known as Assessor's Parcel No. 1418-03-711-011 (the "**Sending Parcel**")

WHEREAS, appurtenant to the Sending Parcel is 17,800 square feet of potential land coverage, (the "**Coverage**") as defined in the Tahoe Regional Planning Agency ("**TRPA**") Code of Ordinances.

WHEREAS, Sending Parcel Owner acknowledges that 517 square feet of potential land coverage has been conveyed to Purchaser by the Caroline S. Wing Survivor's Trust dtd 10/30/04, the owner of the Coverage ("**Seller**"), pursuant to that certain Agreement for Purchase and Sale dated March 26, 2009.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Sending Parcel Owner hereby appoints Gary D. Midkiff, as agent ("**Agent**") solely for the limited purposes of transferring any or all of the 517 square feet of potential land coverage to an appropriate receiving parcel(s) designated by Purchaser and approved by TRPA (the "**Transfer**"). Agent is authorized and empowered to execute on behalf of Sending Parcel

Limited Power of Attorney to authorize the transfer of 517 square feet of potential land coverage

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Limited Power of Attorney
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Owner, from time to time, (i) all declarations of covenants, conditions, and restrictions pertaining to the ERU or TAUs in the form required by TRPA, and (ii) TRPA applications and other documents reasonably required by TRPA to a) confirm land capability, b) verify assignment and availability, and c) complete a transfer of the 517 square feet of potential land coverage from the Sending Parcel to appropriate receiving parcel(s) designated by Purchaser and approved by TRPA.

Seller and Purchaser agree to hold Sending Parcel Owner harmless and indemnify and contribute the Sending Parcel Owner against any and all liability and loss that the Sending Parcel Owner incurs by reason of the Transfer.

Sending Parcel Owner and Purchaser have agreed the 517 square feet of potential land coverage may remain banked on the Sending Parcel until transferred to receiving parcel(s) designated by Purchaser and approved by TRPA. Sending Parcel Owner has agreed to cooperate in all reasonable ways to facilitate transfer of the 517 square feet of potential land coverage from the Sending Parcel as required by Purchaser.

Sending Parcel Owner hereby covenants and agrees that Seller remains owner of 17,283 square feet of potential land coverage ("**Remaining Coverage**") that shall remain banked on the Sending Parcel until transferred to receiving parcel(s) designated by Seller and approved by TRPA. Sending Parcel Owner has agreed to cooperate in all reasonable ways to facilitate transfer of the Remaining Coverage from the Sending Parcel as reasonably requested by Seller in the future.

The rights, restrictions and covenants set forth herein shall be deemed covenants running with the land or as equitable servitudes, as the case may be, shall constitute benefits and burdens to the Sending Parcel, and shall be binding on Sending Parcel Owner, its assignees, and all persons acquiring or owning any interest in the Sending Parcel.

This Power-of-Attorney may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Power-of-Attorney effective as of date first set forth above.

SENDING PARCEL OWNER:
Frank T. DeVerse and Patsy J. DeVerse
Living Trust u/a/d January 10, 1978

Frank T. DeVerse
Frank T. DeVerse, Trustee

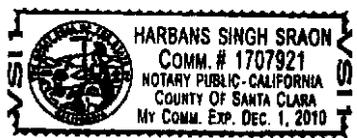
Patsy J. DeVerse
Patsy J. DeVerse, Trustee

State of California
County of Santa Clara SS.

On 5/11/2009, before me, Frank DeVerse and Patsy DeVerse, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Halia Sraon
Notary's Signature



See attached California Act - Purpose acknowledgement.

Limited Power of Attorney to authorize the transfer of 517 square feet of potential land coverage

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Limited Power of Attorney
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PURCHASER: The Boyd 1988 Trust
dated 9/12/1988

Robert J. Boyd, Trustee Mary Ann Boyd, Trustee

State of _____ }
County of _____ } SS.

On _____, before me, Robert J. Boyd and Mary Ann Boyd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature

Limited Power of Attorney to authorize the transfer of 517 square feet of potential land coverage

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Seller:

Caroline S. Wing, Trustee
Caroline S. Wing Survivor's Trust created 10/30/04

State of _____ }
County of _____ } SS.

On _____, before me, Caroline S. Wing, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature

1418-03-711-011

Recording requested by
and when recorded mail to:

Robert J. Boyd
P.O. Box 176
Glenbrook, NV 89413

**LIMITED POWER OF ATTORNEY AND
AGREEMENT REGARDING TRANSFER OF UNITS OF USE**

This Limited Power of Attorney Regarding Transfer of Potential Land Coverage (“Power-of-Attorney”) is made as of the 6th day of May 2009 (“Effective Date”), by and between Frank T. DeVerse and Patsy J. DeVerse Living Trust u/a/d January 10, 1978, Frank T., Trustee and Patsy J. DeVerse, Trustee (“Sending Parcel Owner”); The Boyd 1988 Trust dated 9/12/1988, Robert J., Trustee and Mary Ann Boyd, Trustee (“Purchaser”); and the Caroline S. Wing Survivor’s Trust created 10/30/04, Caroline S. Wing, Trustee, Seller of Coverage (“Seller”).

Whereas Sending Parcel Owner is the owner of Lot J, Glenbrook Subdivision Unit 3-B which is that certain parcel located in Douglas County, Nevada, commonly known as Assessor’s Parcel No. 1418-03-711-011 (the “Sending Parcel”)

WHEREAS, appurtenant to the Sending Parcel is 17,800 square feet of potential land coverage, (the “Coverage”) as defined in the Tahoe Regional Planning Agency (“TRPA”) Code of Ordinances.

WHEREAS, Sending Parcel Owner acknowledges that 517 square feet of potential land coverage has been conveyed to Purchaser by the Caroline S. Wing Survivor’s Trust dtd 10/30/04, the owner of the Coverage (“Seller”), pursuant to that certain Agreement for Purchase and Sale dated March 26, 2009.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Sending Parcel Owner hereby appoints Gary D. Midkiff, as agent (“Agent”) solely for the limited purposes of transferring any or all of the 517 square feet of potential land coverage to an appropriate receiving parcel(s) designated by Purchaser and approved by TRPA (the “Transfer”). Agent is authorized and empowered to execute on behalf of Sending Parcel

Limited Power of Attorney to authorize the transfer of 517 square feet of potential land coverage

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Limited Power of Attorney
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Owner, from time to time, (i) all declarations of covenants, conditions, and restrictions pertaining to the ERU or TAUs in the form required by TRPA, and (ii) TRPA applications and other documents reasonably required by TRPA to a) confirm land capability, b) verify assignment and availability, and c) complete a transfer of the 517 square feet of potential land coverage from the Sending Parcel to appropriate receiving parcel(s) designated by Purchaser and approved by TRPA.

Seller and Purchaser agree to hold Sending Parcel Owner harmless and indemnify and contribute the Sending Parcel Owner against any and all liability and loss that the Sending Parcel Owner incurs by reason of the Transfer.

Sending Parcel Owner and Purchaser have agreed the 517 square feet of potential land coverage may remain banked on the Sending Parcel until transferred to receiving parcel(s) designated by Purchaser and approved by TRPA. Sending Parcel Owner has agreed to cooperate in all reasonable ways to facilitate transfer of the 517 square feet of potential land coverage from the Sending Parcel as required by Purchaser.

Sending Parcel Owner hereby covenants and agrees that Seller remains owner of 17,283 square feet of potential land coverage ("**Remaining Coverage**") that shall remain banked on the Sending Parcel until transferred to receiving parcel(s) designated by Seller and approved by TRPA. Sending Parcel Owner has agreed to cooperate in all reasonable ways to facilitate transfer of the Remaining Coverage from the Sending Parcel as reasonably requested by Seller in the future.

The rights, restrictions and covenants set forth herein shall be deemed covenants running with the land or as equitable servitudes, as the case may be, shall constitute benefits and burdens to the Sending Parcel, and shall be binding on Sending Parcel Owner, its assignees, and all persons acquiring or owning any interest in the Sending Parcel.

This Power-of-Attorney may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

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Limited Power of Attorney
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IN WITNESS WHEREOF, the parties hereto have executed this Power-of-Attorney effective as of date first set forth above.

SENDING PARCEL OWNER:
Frank T. DeVerse and Patsy J. DeVerse
Living Trust u/a/d January 10, 1978

Frank T. DeVerse, Trustee

Patsy J. DeVerse, Trustee

State of _____ }
 } SS.
County of _____ }

On _____, before me, Frank DeVerse and Patsy DeVerse, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature

1418-03-711-011
Limited Power of Attorney
Page 4

PURCHASER: The Boyd 1988 Trust
dated 9/12/1988

Robert J. Boyd
Robert J. Boyd, Trustee

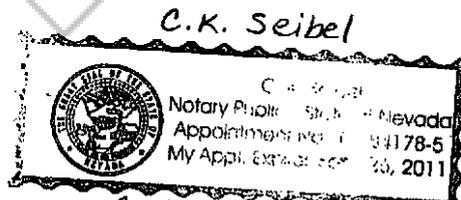
Mary Ann Boyd
Mary Ann Boyd, Trustee

State of NEVADA }
County of DOUGLAS } SS.

On 5-8-09, before me, Robert J. Boyd and Mary Ann Boyd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

C.K. Seibel
Notary's Signature



Appt. No. 03-84178-5
Exp. Sept. 20, 2011

Limited Power of Attorney to authorize the transfer of 517 square feet of potential land coverage

1418-03-711-011

Recording requested by
and when recorded mail to:

Robert J. Boyd
P.O. Box 176
Glenbrook, NV 89413

**LIMITED POWER OF ATTORNEY AND
AGREEMENT REGARDING TRANSFER OF UNITS OF USE**

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WHEREAS, appurtenant to the Sending Parcel is 17,800 square feet of potential land coverage, (the “Coverage”) as defined in the Tahoe Regional Planning Agency (“TRPA”) Code of Ordinances.

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NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Sending Parcel Owner hereby appoints Gary D. Midkiff, as agent (“Agent”) solely for the limited purposes of transferring any or all of the 517 square feet of potential land

Limited Power of Attorney to authorize the transfer of 517 square feet of potential land coverage

coverage to an appropriate receiving parcel(s) designated by Purchaser and approved by TRPA (the "Transfer"). Agent is authorized and empowered to execute on behalf of Sending Parcel 1418-03-711-011
Limited Power of Attorney
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Owner, from time to time, (i) all declarations of covenants, conditions, and restrictions pertaining to the ERU or TAUs in the form required by TRPA, and (ii) TRPA applications and other documents reasonably required by TRPA to a) confirm land capability, b) verify assignment and availability, and c) complete a transfer of the 517 square feet of potential land coverage from the Sending Parcel to appropriate receiving parcel(s) designated by Purchaser and approved by TRPA.

Seller and Purchaser agree to hold Sending Parcel Owner harmless and indemnify and contribute the Sending Parcel Owner against any and all liability and loss that the Sending Parcel Owner incurs by reason of the Transfer.

Sending Parcel Owner and Purchaser have agreed the 517 square feet of potential land coverage may remain banked on the Sending Parcel until transferred to receiving parcel(s) designated by Purchaser and approved by TRPA. Sending Parcel Owner has agreed to cooperate in all reasonable ways to facilitate transfer of the 517 square feet of potential land coverage from the Sending Parcel as required by Purchaser.

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SENDING PARCEL OWNER:
Frank T. DeVerse and Patsy J. DeVerse
Living Trust u/a/d January 10, 1978

Frank T. DeVerse, Trustee

Patsy J. DeVerse, Trustee

State of _____ }
County of _____ } SS.

On _____, before me, Frank DeVerse and Patsy DeVerse, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature

Limited Power of Attorney to authorize the transfer of 517 square feet of potential land coverage

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Limited Power of Attorney
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Seller:

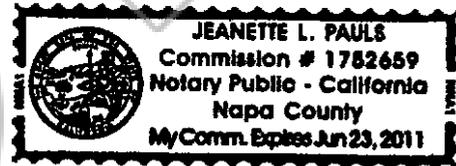
Caroline S. Wing, Trustee
Caroline S. Wing, Trustee
Caroline S. Wing Survivor's Trust created 10/30/04

State of California } SS.
County of Napa }

On May 5, 2009, before me, Caroline S. Wing, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jeanette L. Pauls
Notary's Signature



Limited Power of Attorney to authorize the transfer of 517 square feet of potential land coverage