

DOC # 0755192
12/08/2009 12:55 PM Deputy: KE
OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: DECEMBER 8, 2009

Recording Requested By: _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 25 Fee: 0.00
BK-1209 PG- 1753 RPTT: 0.00



Name: MIMI MOSS, COMMUNITY DEVELOPMENT &
CYNTHIA GREGORY, DISTRICT ATTY'S OFC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

DEVELOPMENT AGREEMENT #2009.313

(Title of Document)

NO. 2009-313

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

2009 DEC -8 AM 9:29

TED THUAN
CLERK

[Signature]
31 DEPUTY

Between
MONTERRA 270, LLC.
990 Ironwood Drive
Minden, NV 89423
(hereafter referred to as LANDOWNER)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
(hereafter referred to as DOUGLAS COUNTY)

This Second Amendment to the Development Agreement is made on the date the ordinance adopting this amendment becomes effective by and between LANDOWNER and DOUGLAS COUNTY pursuant to Nevada Revised Statutes, Chapter 278; Douglas County Code, Chapter 20.400; and the following terms and conditions:

RECITALS

1. LANDOWNER is the owner and developer of certain real property located in Douglas County, Nevada known as Monterra, (initially called Park Place) which is part of the "Park Place Planned Development" and was approved by the Douglas County Board of County Commissioners as PD 02-05.
2. The LANDOWNER and DOUGLAS COUNTY have entered into a Development Agreement dated July 6, 2006, Document No. 0680554, Book 0706, Page 8995-9058, Ordinance 2006-1177. Additionally the parties entered into a First Amendment dated July 17, 2008, by Document No. 726671 Book 708, Page 2255, Ordinance 2008-1250 (hereafter collectively "Development Agreement, as amended") providing, among other things, for the design and construction of Muller Lane Parkway from U.S. Highway 395 to the northeastern boundary of the Park Place Planned Development, PD 02-05, known as the "Muller Parkway Extension."
3. Pursuant to the terms of the Development Agreement as amended, LANDOWNER agreed to certain obligations with regard to the dedication, construction, and improvements to the Muller Parkway Extension, and Heybourne Road as delineated in Exhibit "D" to the Development Agreement, as well as the timing of the dedication, construction and improvements pursuant to an approved phasing plan as delineated in Exhibit F to the Development Agreement, as amended.

BK- 1209
PG- 1754
12/08/2009
0755192 Page: 2 Of 25

4. Based on changed conditions, the economic downturn and efficient development of the planned development the Parties desire to modify the approved phasing plan for MONTERRA; and to modify the LANDOWNERS obligations with regard to the timing, dedication and completion of portions of the Muller Parkway Extension and Heybourne Road in accordance with the terms of this Second Amendment to the Development Agreement.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the terms and provisions described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, LANDOWNER and DOUGLAS COUNTY agree all provisions of the original Development Agreement, as amended, remain in full force and effect with the exception of the following:

AMENDMENTS

A) LANDOWNER agrees to dedicate, in fee, to DOUGLAS COUNTY for public use, street, highway, and drainage purposes the section of the Muller Parkway Extension, 91.5 feet in width, as described in Exhibit "H-1" incorporated by reference and generally described in the attached drawing, hereafter referred to as Exhibit "H-3" and incorporated by reference.

B) LANDOWNER agrees to dedicate, in fee, to DOUGLAS COUNTY for public use, street, highway, and drainage purposes the section of the Heybourne Road, 80 feet in width, as described in Exhibit "H-2" incorporated by reference and generally described in the attached drawing, hereafter referred to as Exhibit "H-3" and incorporated by reference; and a 25 foot transit, storm drain and public utility easement immediately adjacent to and east of the Heybourne Road dedication, described in Exhibit "H-4" incorporated by reference and generally described in the attached drawing, hereafter referred to as Exhibit "H-5" and incorporated by reference.

C) LANDOWNER agrees to dedicate, in fee, to DOUGLAS COUNTY for public use, street, highway, and drainage purposes a 27.5 foot radius at the South-East corner of the proposed intersection of Heybourne Road and Muller Parkway, as described in Exhibit "H-2" incorporated by reference and as generally described in the attached drawing, hereafter referred to as Exhibit "H-3" and incorporated by reference.

D) LANDOWNER hereby assigns and conveys, any and all rights or interests LANDOWNER has or is entitled to receive, as successor-in-interest to PD 02-05 or otherwise, as to the easement/right-of-way for the location and construction for Muller pursuant to Document 0570465, Book 0303, Page 08632, hereafter referred to as Exhibit "I" attached hereto and incorporated by reference. Any assignment does not relieve the LANDOWNER, or any successor owner of the land owned by LANDOWNER from any obligations or conditions to construct Muller Parkway pursuant to the conditions of approval for PD 02-05 or the Development Agreement, as amended and this Second Amendment.

E) LANDOWNER will cause good and sufficient instrument(s) to be executed, delivered and recorded to effectuate the conveyances and dedications as described above in paragraphs A, B, C and D by the effective date of the Ordinance adopting this Second Amendment. DOUGLAS COUNTY must review and approve all instruments of dedication prior to recordation.

F) Immediately following the recording of the instrument(s) of dedication as described above, Amended Exhibit "F" will be adopted as the modified phasing plan and development schedule, replacing Exhibit "F" of the Development Agreement as amended. Should the LANDOWNER fail to record the instrument(s) of dedication as described above, then the LANDOWNER agrees it has failed to timely present the next final map in the series pursuant to the development schedule and no other phases of PD 02-05 may be presented for recording.

G) Immediately following the recording of the instrument(s) of dedication as described above, Page 4, Paragraph 1 of the Development Agreement recorded as document 0680554, as modified by the First Amendment, Document No. 726671 Page 3, Paragraph B, will be amended to incorporate the modified phasing plan and development schedule regarding the timing of improvements to the Muller Parkway Extension and Heybourne Road as follows:

1. LANDOWNER agrees to complete construction of the improvements referenced in Exhibit "D" in accordance with the approved modified phasing plan and development schedule as set forth in Amended Exhibit "F" and Exhibit "G 1-4" which are attached and incorporated by reference and the conditions of approval set forth in Exhibits "B" and "C". It is acknowledged that completion of said improvements is essential to the construction of the regional road known as Muller Parkway Extension.

H) Immediately following the recording of the instrument(s) of dedication as described above, Page 6, Paragraph 7 of the Development Agreement recorded as document 0680554, as modified by the First Amendment, Document No. 726671, will be amended as follows:

7. This Agreement is binding upon the assigns of all signatory parties. The terms of this Agreement bind the Parties to this Agreement and their successors and assigns. All LANDOWNER successors or assigns are responsible and obligated to comply with the terms of this Agreement; conditions of approval as set forth in Exhibits "B" and "C"; the phasing plan as set forth in Amended Exhibit "F"; and all required public improvements (on-site and off-site) including, but not limited to, those delineated in Exhibit "D" and in the development plan pursuant to Amended Exhibit "F". This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. This Agreement does not create, and may not be construed as creating, any third-party rights of action in any other person or entity.

I) COUNTY and LANDOWNER shall bear their own attorney's fee, in any dispute regarding or arising from the Development Agreement and any Amendments.

J) The Development Agreement and exhibits recorded as Document No. 0680554 and the First Amendment and exhibits recorded as Document No. 726671 are incorporated by reference, as well as Amended Exhibit "F" and Exhibits "G 1-4", "H" and "I" are incorporated by reference and made a part of this Second Amendment.

K) This Second Amendment to the Development Agreement, as amended, is made on the date the ordinance adopting this Second Amendment becomes effective.



L) The express provisions of this Second Amendment will control and govern as to any inconsistency or contradiction between the provisions of this Amendment and the provisions of the Development Agreement, as amended.

M) The individuals executing this Second Amendment and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of these documents.

DOUGLAS COUNTY,
a political subdivision of the state of Nevada

Nancy McDermid
Nancy McDermid, Chair

MONTERRA 270, LLC.
a Nevada Limited Liability Company

Mike Lemke
Mike Lemke, President Syncon Homes,
Manager

Dated: December 3, 2009

Dated: 12/3/09

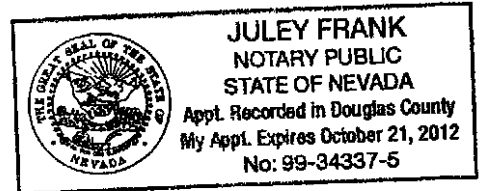
State of Nevada)
)ss:

COUNTY of DOUGLAS)

This instrument was acknowledged before me on this 3rd day of December, 2009, by (Mike Lemke), on behalf of Monterra 270, LLC.

Juley Frank
Notary Public

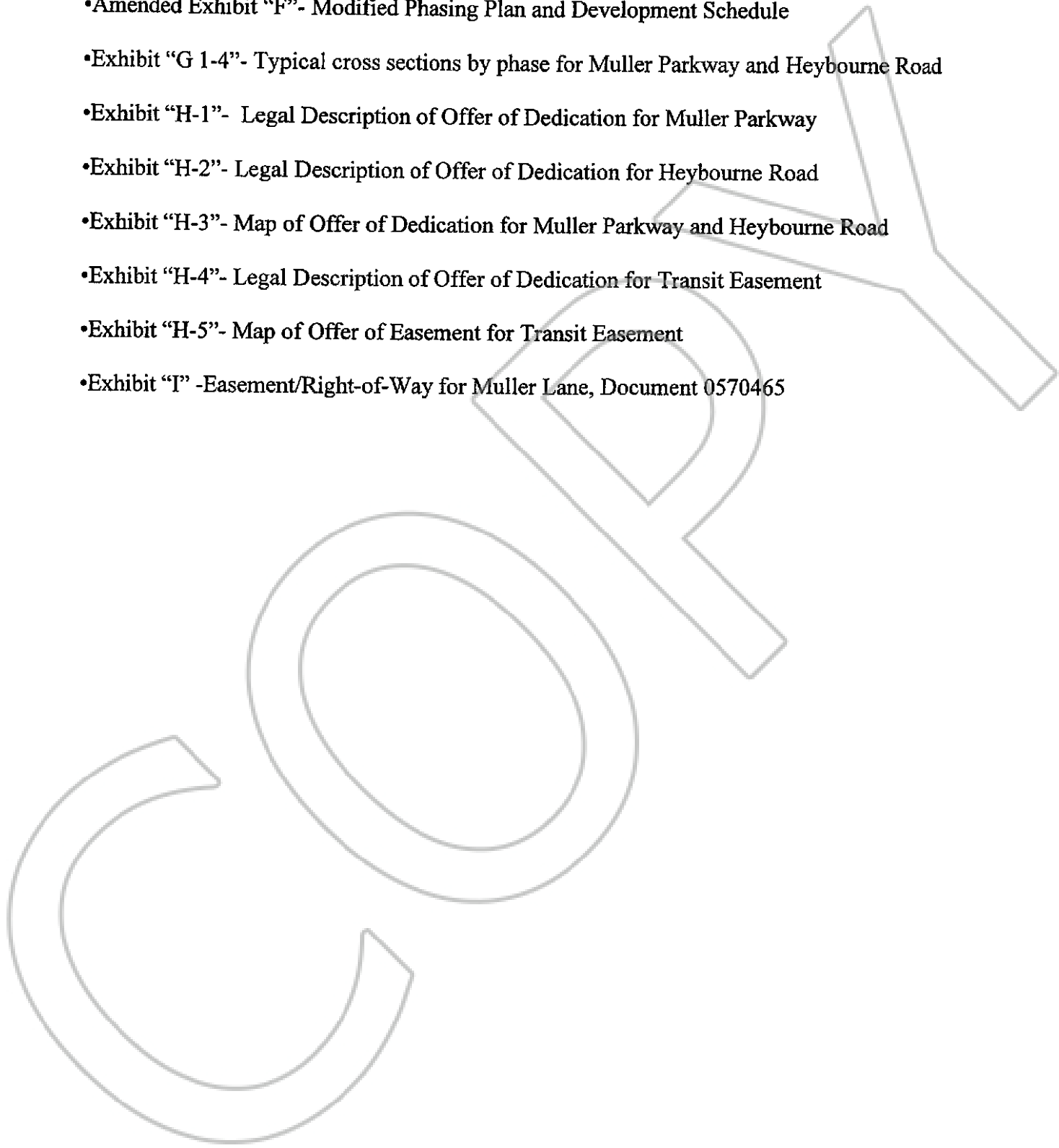
ATTEST:
Ted Liran Douglas County Clerk



BY Lanana Sudder
CLERK TO THE BOARD

ATTACHMENTS

- Amended Exhibit “F”- Modified Phasing Plan and Development Schedule
- Exhibit “G 1-4”- Typical cross sections by phase for Muller Parkway and Heybourne Road
- Exhibit “H-1”- Legal Description of Offer of Dedication for Muller Parkway
- Exhibit “H-2”- Legal Description of Offer of Dedication for Heybourne Road
- Exhibit “H-3”- Map of Offer of Dedication for Muller Parkway and Heybourne Road
- Exhibit “H-4”- Legal Description of Offer of Dedication for Transit Easement
- Exhibit “H-5”- Map of Offer of Easement for Transit Easement
- Exhibit “I” -Easement/Right-of-Way for Muller Lane, Document 0570465



AMENDED EXHIBIT F

PHASING PLAN AND DEVELOPMENT SCHEDULE

Phase Two (2) will be sub-phased as outlined in the following development schedule:

PHASE 2A: 9 parcels, with the final map being recorded by August 31, 2012.

PHASE 2B: 12 parcels, with the final map being recorded by August 31, 2014.

PHASE 2C: 20 parcels, with the final map being recorded by August 31, 2016.

PHASE 2D: 17 parcels, with the final map being recorded by August 31, 2018.

PHASE 2E: 16 parcels, with the final map being recorded by August 31, 2020.

PHASE 2F: 19 parcels, with the final map being recorded by August 31, 2022.

PHASE 2G: 14 parcels, with the final map being recorded by August 31, 2024.

PHASE 2H: 45 parcels, with the final map being recorded by August 31, 2026.

Phase Three (3), which includes the 46 multi-family residential units, may record a final map at anytime, but no later than one year after the recording of the Phase 2(H) final map.

This development schedule contemplates the possibility the LANDOWNER may record multiple or concurrent phases based on market conditions.

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Monterra-Second Amendment
Amended Exhibit F
Page 2 of 3

Phase Two (2) off-site transportation improvements will be implemented based on the above modified phasing plan/development schedule as follows:

*When constructing the roadway structural section in phases, the Geotechnical Engineer must show that the phasing will not adversely affect the pavement design life. The final lift of asphalt concrete must have a minimum thickness of two (2) inches and extend from curb to curb.

PHASE 2A (2012):

Heybourne Road: Improvements must be a two (2) lane rural collector, see Exhibit "G-1", going North to Muller Parkway and must be constructed or secured with the Phase 2A final map. A site improvement permit must be issued before or concurrently with the recording of the Phase 2A final map.

Muller Parkway West: Improvements must be a two (2) lane urban collector, see Exhibit "G-2", going west to the current Muller Parkway terminus, Southerly Lanes and connect the new westbound lane to one of the two existing westbound lanes with a transition that may be temporary. Improvements must be constructed or secured with the Phase 2A final map. A site improvement permit must be issued before or concurrently with the recording of the Phase 2A final map.

PHASE 2B (2014):

Heybourne Road and Muller Parkway West: Actual construction of Phase 2A road improvements, as outlined above, must be substantially completed as determined by the County Engineer, before the Phase 2B final map can be recorded, or no later than August 31, 2014, whichever is sooner.

PHASE 2C (2016):

Muller Parkway East: Improvements must be a two lane urban collector, see Exhibit "G-3", going east from Heybourne Road concurrently when Douglas County or other developer commensurate improvements to the East of Monterra; if Douglas County/other developer has not commensurated improvements prior to the recording of the Phase 2C final map then Monterra must construct or secure the improvements for Muller Parkway, as described above, with the Phase 2C final map.

Monterra recognizes and acknowledges that Douglas County may begin construction of improvements as early as 2015, alternatively the County may not have the funding and/or necessary right-of-way to construct any of the improvements East of Monterra. Douglas County's inability to construct

Monterra-Second Amendment
Amended Exhibit F
Page 3 of 3

PHASE 2C Continued:

the improvements does not relieve the Monterra of its obligations to construct the improvements pursuant to the conditions of approval and development schedule.

PHASE 2D (2018):

Muller Parkway East: Actual construction of Phase 2C road improvements, as outlined above, must be substantially completed as determined by the County Engineer, before the Phase 2D final map can be recorded, or no later than August 31, 2018, whichever is sooner.

Heybourne Road: Improvements, as originally approved in the conditions, must be completed as an urban collector, see Exhibit "G-4" before the Phase 2D final map can be recorded, or no later than August 31, 2018, whichever is sooner.

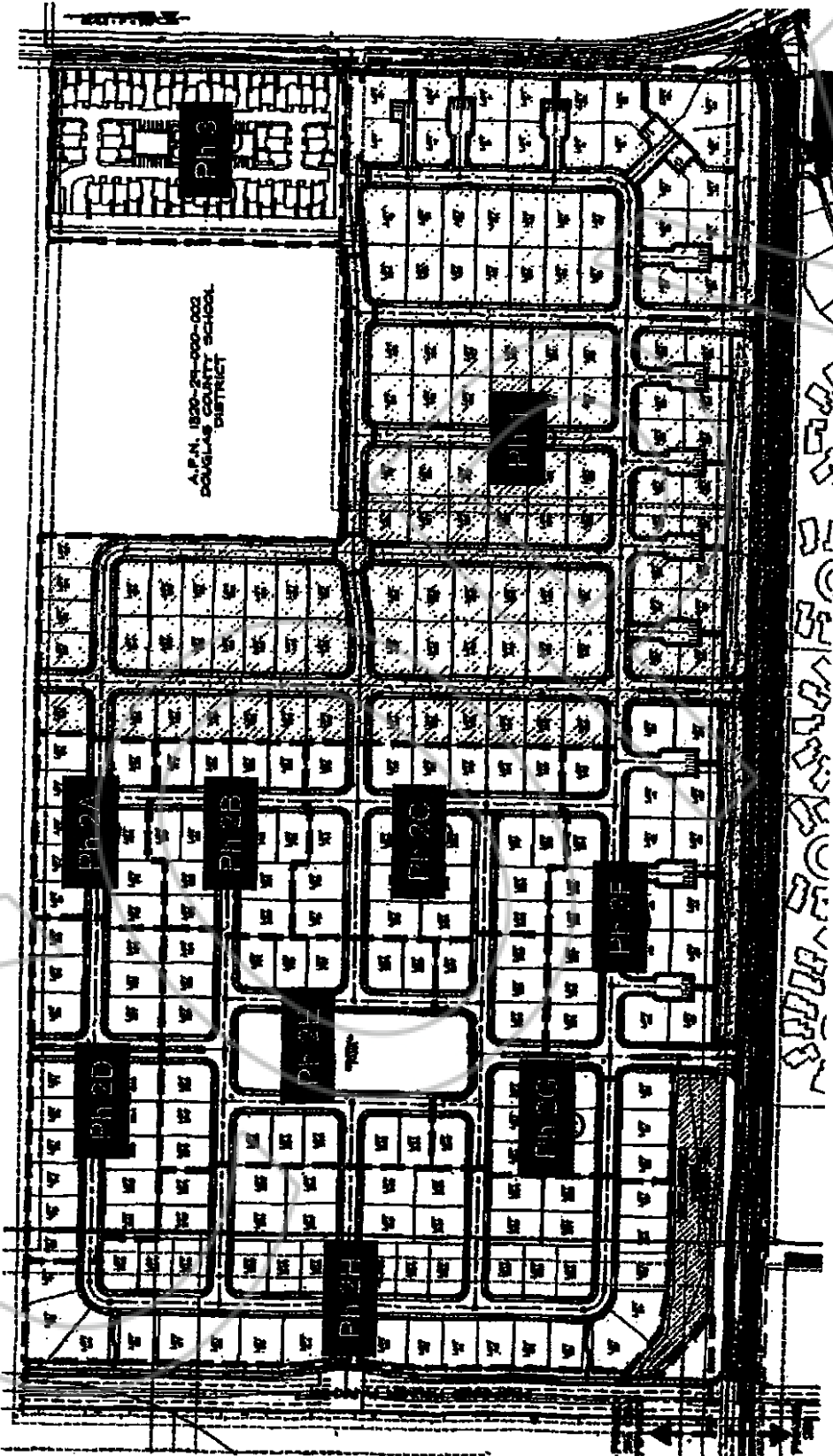
PHASE 2F (2022):

Muller Parkway West: Improvements must be completed as a four (4) lane major urban collector road, see Exhibit "G-2", as originally approved in the conditions with the Phase 2F final map.

Muller Parkway East: Improvements must be completed to four (4) lane urban collector road, see Exhibit "G-3", as originally approved in the conditions with the Phase 2F final map.

8/1/09

Monterra Subdivision Proposed Phasing Plan



by Monterra, LLC



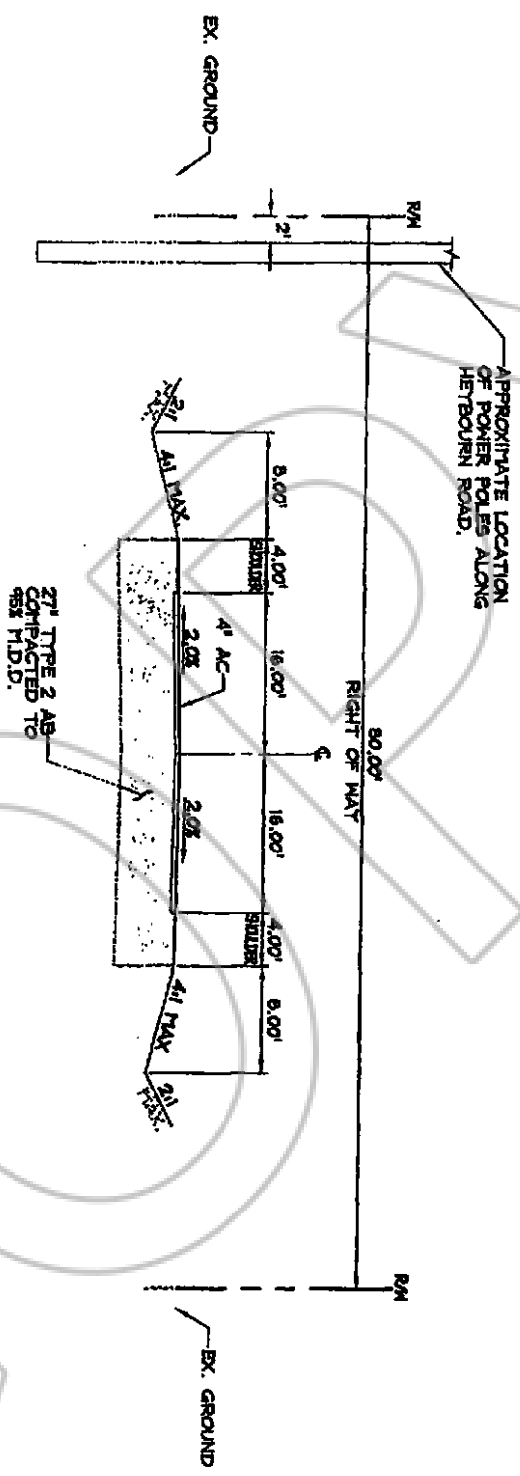
Nov. 2009

R O Anderson

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HEYBOURNE ROAD SECTION PHASE 2A

(2 LANE RURAL COLLECTOR)
 NOT TO SCALE



30/49

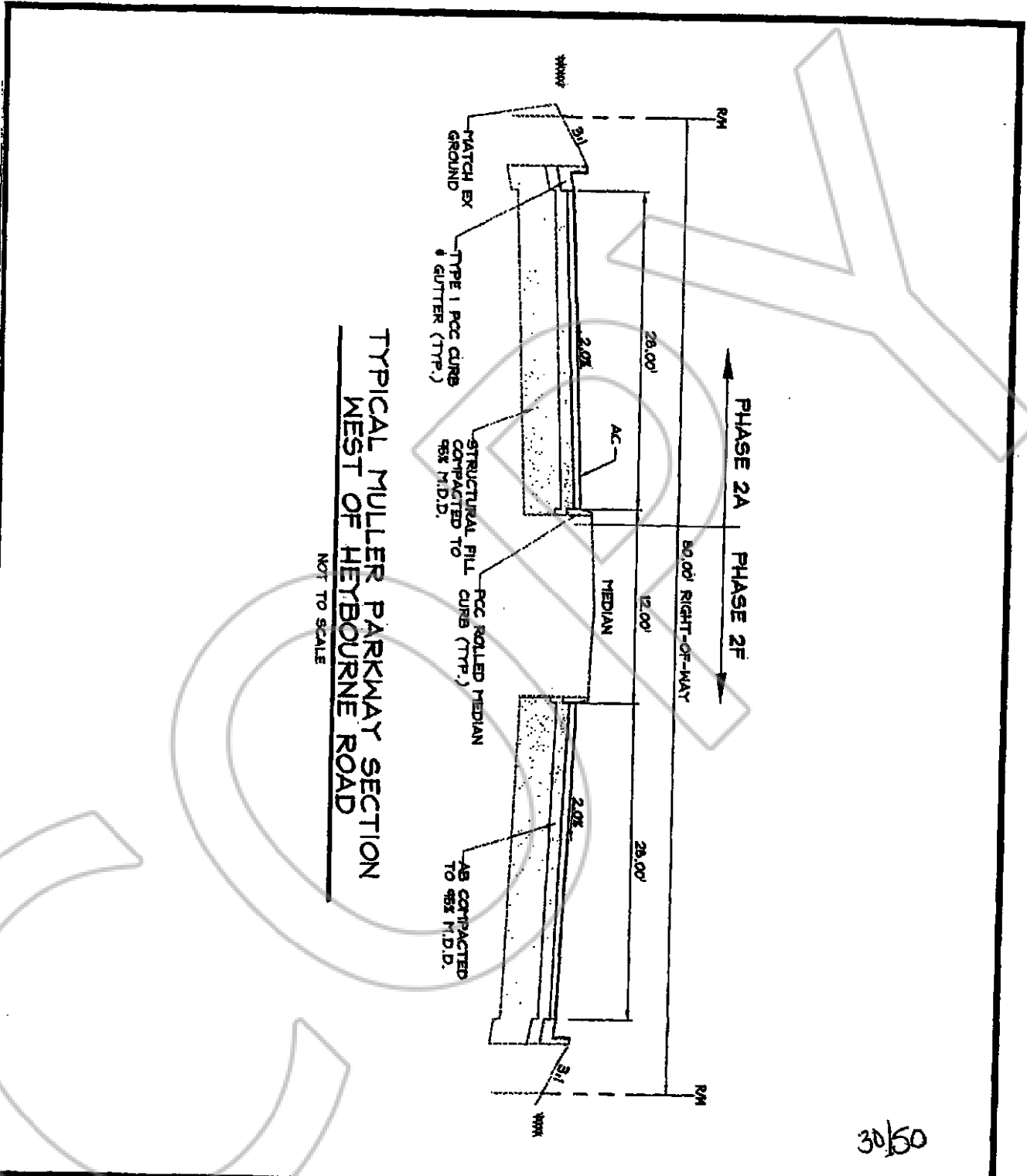
R O Anderson

1603 ESERALDA AVENUE / POST OFFICE BOX 2229
 MINDEN, NEVADA 89423
 PHONE: (775) 782-2322 / FAX: (775) 782-7084
 WEB SITE: WWW.ROANDERSON.COM

**EXHIBIT G1
 HEYBOURNE ROAD
 SECTION**

0574-037

10/23/09



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R O Anderson

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**EXHIBIT G2
 PARKWAY SECTION
 WEST OF HEYBOURNE ROAD**

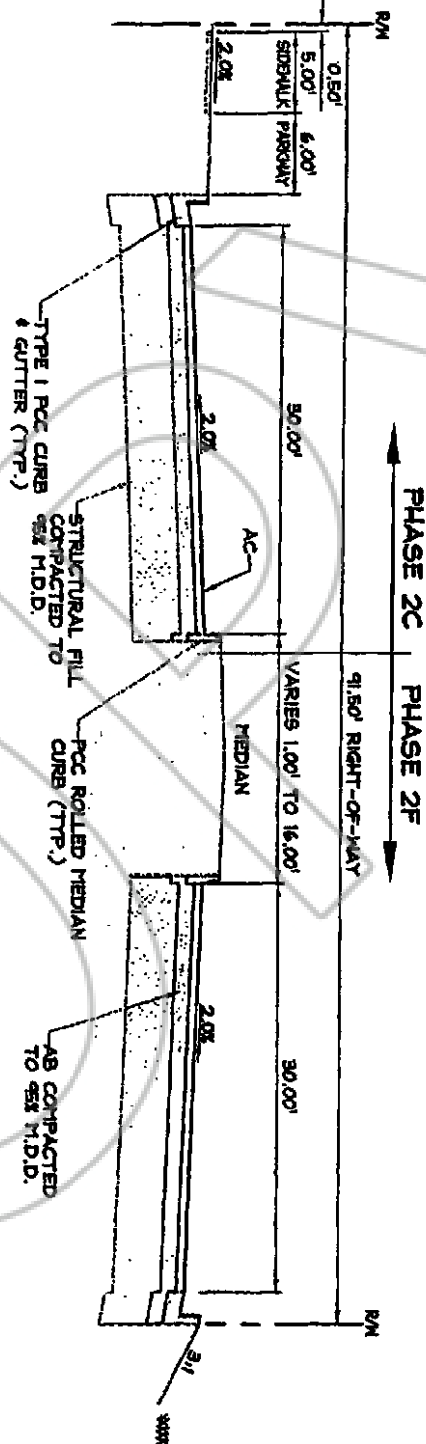
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**TYPICAL MULLER PARKWAY SECTION
 EAST OF HEYBOURNE ROAD**

NOT TO SCALE



30/51

R O Anderson

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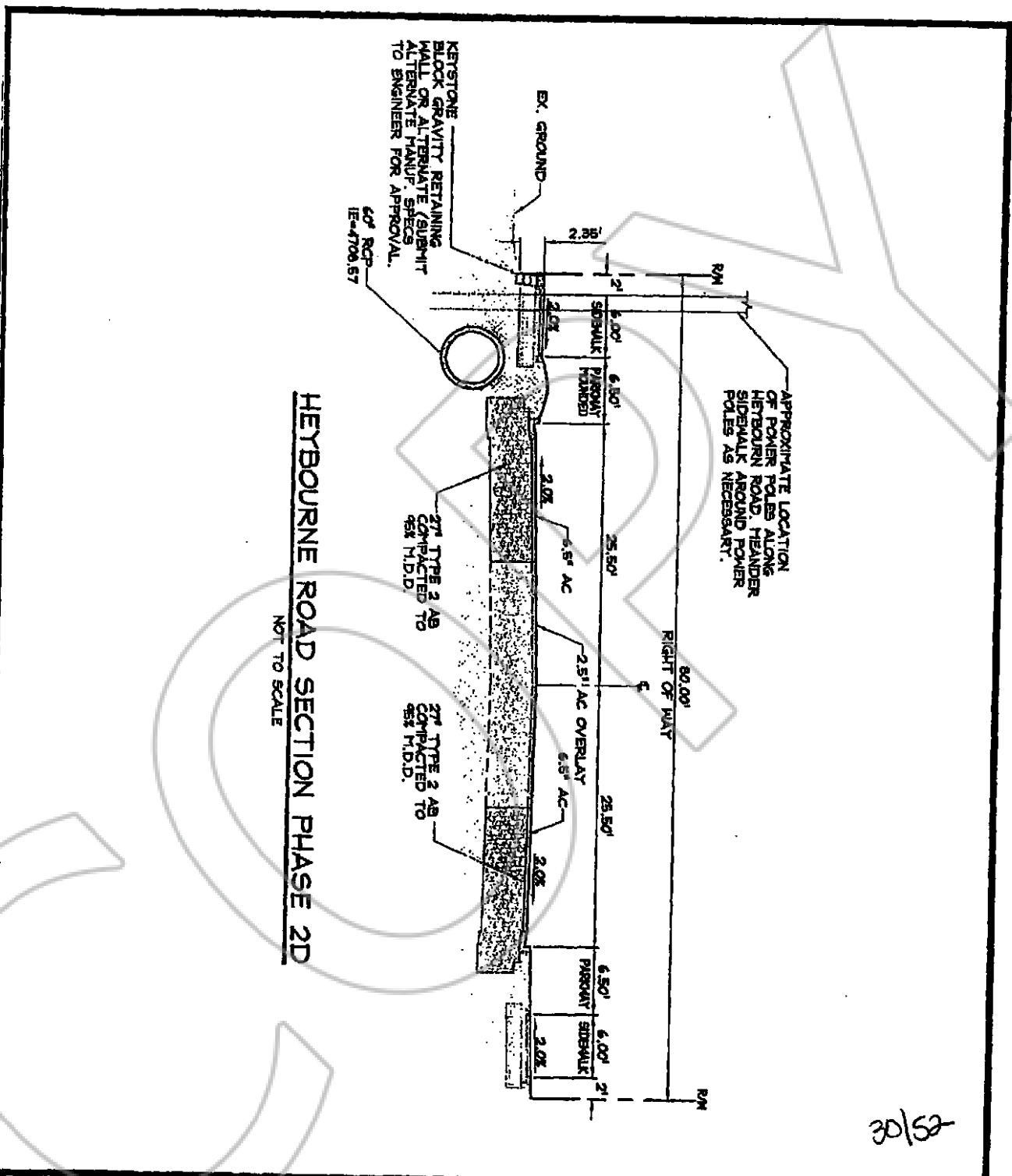
**EXHIBIT G3
 PARKWAY SECTION
 EAST OF HEYBOURNE ROAD**

0574-037

10/23/09



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R. O. Anderson
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**EXHIBIT G4
 HEYBOURNE ROAD
 SECTION**

0574-037

10/23/09

0574-058-09
09/29/09
Page 1 of 1

EXHIBIT H-1
DESCRIPTION
MULLER PARKWAY
91.5-Foot Public Road Right-of-Way
(Over A.P.N. 1320-29-501-001)

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

A ninety one and one-half foot (91.5') wide strip of land for public road right-of-way purposes located within a portion of Section 20, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of the Remainder parcel as shown on the Final Subdivision Map for Monterra, Phase 1, recorded August 24, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 653145, the POINT OF BEGINNING;

thence along the north boundary of said Remainder parcel, South 89°30'10" East, 1629.81 feet;

thence along the east boundary of said Remainder parcel, South 00°30'17" West, 91.50 feet;

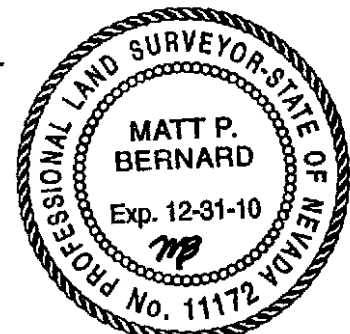
thence along a line 91.50 feet south of and parallel with said north boundary, North 89°30'10" West, 1630.31 feet;

thence along the west boundary of said Remainder parcel, North 00°48'57" East, 91.50 feet to the POINT OF BEGINNING, containing 3.42 acres, more or less.

The Basis of Bearing of this description is South 89°30'10" East, the north boundary of the Remainder parcel as shown on the Final Subdivision Map for Monterra, Phase 1, recorded August 24, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 653145.

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



11-19-09

EXHIBIT H-2
DESCRIPTION
HEYBOURNE ROAD
Public Road Right-of-Way
(Over A.P.N. 1320-29-501-001)

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

A strip of land for public road right-of-way purposes located within portions of Sections 20 and 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of the Remainder parcel as shown on the Final Subdivision Map for Monterra, Phase 1, recorded August 24, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 653145, the POINT OF BEGINNING;

thence along the north boundary of said Remainder parcel, South 89°30'10" East, 80.00 feet;

thence along a line 80 feet east of and parallel with the west boundary of said Remainder parcel, South 00°48'57" West, 91.50 feet;

thence South 89°30'10" East, 27.35 feet;

thence along the arc of a non-tangent curve to the left having a radius of 27.50 feet, central angle of 89°40'53", arc length of 43.04 feet, and chord bearing and distance of South 45°39'24" West, 38.78 feet;

thence along a line 80 feet east of and parallel with said west boundary, South 00°48'57" West, 278.76 feet;

thence along the arc of a curve to the right having a radius of 1040.00 feet, central angle of 06°55'04", arc length of 125.57 feet, and chord bearing and distance of South 04°16'29" West, 125.49 feet;

thence along the arc of a reverse curve, having a radius of 960.00 feet, central angle of 07°02'08", arc length of 117.88 feet, and chord bearing and distance of South 04°12'57" West, 117.81 feet;

thence along a line 80 feet east of and parallel with said west boundary, South 00°41'53" West, 866.47 feet;

thence along the south boundary of said Remainder parcel, also being the northerly terminus of Heybourne Road as previously dedicated on said Final Subdivision Map for Monterra, Phase 1, North 89°18'07" West, 80.00 feet;

thence along said west boundary, North 00°41'53" East, 1111.05 feet to the one-quarter corner common to said Sections 20 and 29;

0574-058-09
09/29/09
Page 2 of 2

thence along said west boundary, South 89°13'25" East, 15.06 feet;
thence along said west boundary, North 00°48'57" East, 395.60 feet to the
POINT OF BEGINNING, containing 2.81 acres, more or less.

The Basis of Bearing of this description is South 89°30'10" East, the north boundary of the Remainder parcel as shown on the Final Subdivision Map for Monterra, Phase 1, recorded August 24, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 653145.

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

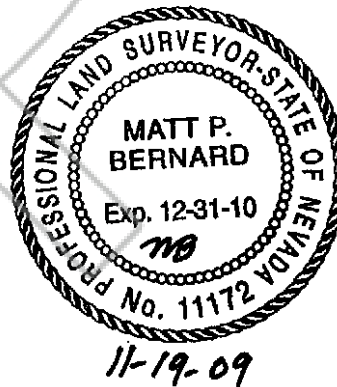
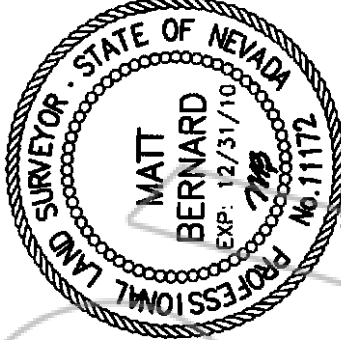
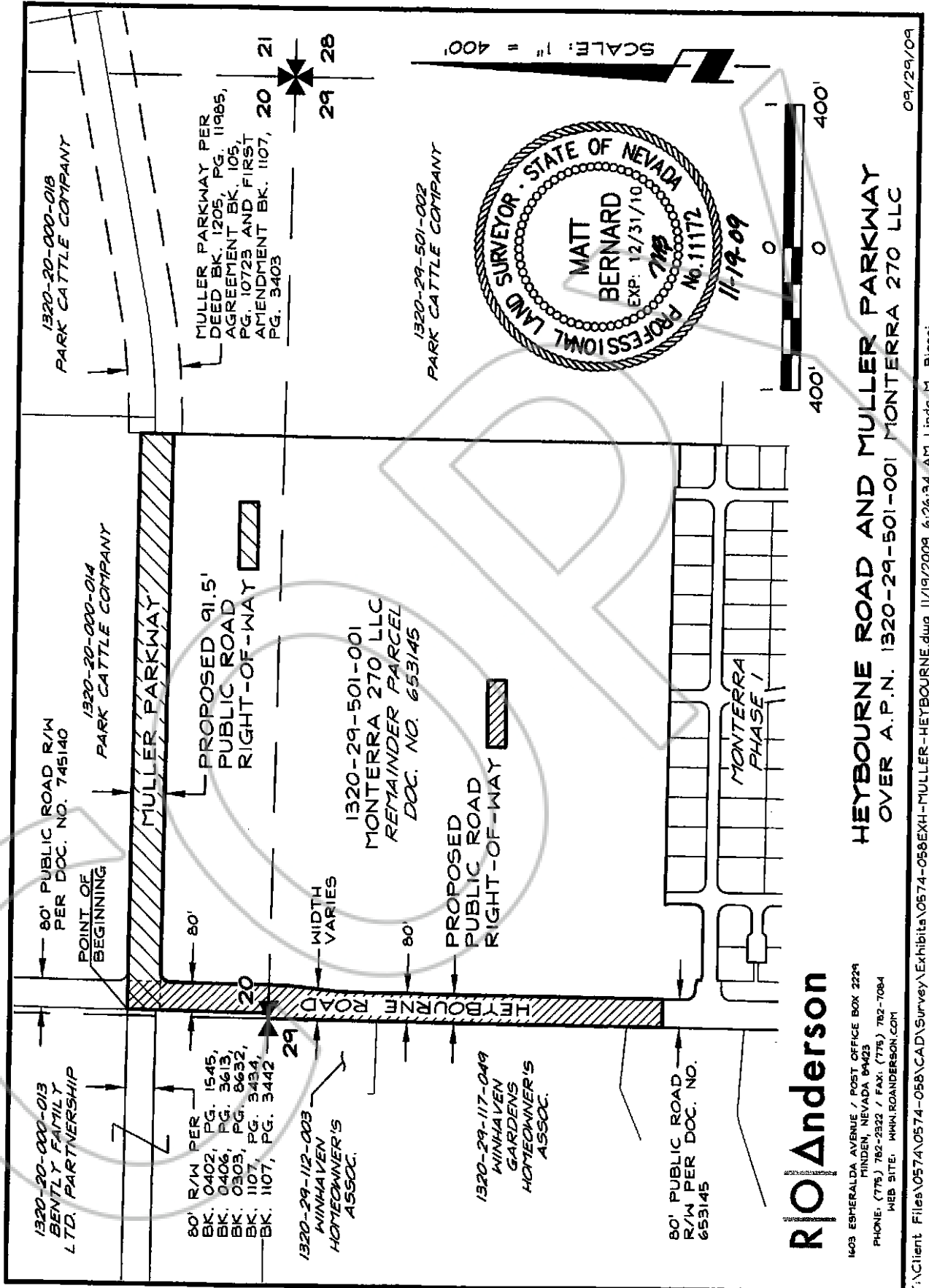


EXHIBIT H-3



R/O Anderson

1603 ESPIERALDA AVENUE / POST OFFICE BOX 2229
 MINDEN, NEVADA 89423
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 WEB SITE: WWW.ROANDERSON.COM

**HEYBOURNE ROAD AND MULLER PARKWAY
 OVER A.P.N. 1320-29-501-001 MONTEIRA 270 LLC**

09/29/09

0574-058-09
Revised 11/19/09
10/22/09
Page 1 of 2

EXHIBIT H-4

DESCRIPTION
25-FOOT WIDE TRANSIT, STORM DRAINAGE AND PUBLIC UTILITY EASEMENT
(Over A.P.N. 1320-29-501-001)

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

A twenty-five foot wide (25') strip of land for transit, storm drainage and public utility easement purposes located within portions of Sections 20 and 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southwest corner of the Remainder parcel as shown on the Final Subdivision Map for Monterra, Phase 1, recorded August 24, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 653145, also being the northwesterly terminus of Heybourne Road as previously dedicated on said Final Subdivision Map for Monterra, Phase 1;

thence along the south boundary of said Remainder parcel, South 89°18'07" East, 80.00 feet to the northeasterly terminus of said Heybourne Road, the POINT OF BEGINNING;

thence along a line 80 feet easterly of and parallel with the west boundary of said Remainder parcel, North 00°41'53" East, 866.47 feet;

thence along the arc of a curve to the right having a radius of 960.00 feet, central angle of 07°02'08", arc length of 117.88 feet, and chord bearing and distance of North 04°12'57" East, 117.81 feet;

thence along the arc of a reverse curve, having a radius of 1040.00 feet, central angle of 06°55'04", arc length of 125.57 feet, and chord bearing and distance of North 04°16'29" East, 125.49 feet;

thence along a line 80 feet east of and parallel with said west boundary, North 00°48'57" East, 278.76 feet;

thence along the arc of a curve to the right having a radius of 27.50 feet, central angle of 84°47'03", arc length of 40.69 feet, and chord bearing and distance of North 43°12'29" East, 37.08 feet;

thence along a line 105 feet east of and parallel with said west boundary, South 00°48'57" West, 306.14 feet;

thence along the arc of a curve to the right having a radius of 1065.00 feet, central angle of 06°55'04", arc length of 128.59 feet, and chord bearing and distance of South 04°16'29" West, 128.50 feet;

0574-058-09
Revised 11/19/09
10/22/09
Page 2 of 2

thence along the arc of a reverse curve, having a radius of 935.00 feet, central angle of 07°02'08", arc length of 114.81 feet, and chord bearing and distance of South 04°12'57" West;

thence along a line 105 feet east of and parallel with said west boundary, South 00°41'53" West, 957.77 feet;

thence along the south boundary of said Remainder parcel, along the arc of a non-tangent curve to the left having a radius of 201.50 feet, central angle of 00°38'07", arc length of 2.23 feet, and chord bearing and distance of North 84°56'23" West, 2.23 feet;

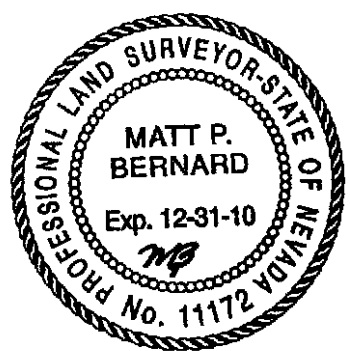
thence continuing along said south boundary along the arc of a reverse curve having a radius of 24.50 feet, central angle of 85°57'20", arc length of 36.76 feet, and chord bearing and distance of North 42°16'47" West, 33.40 feet;

thence continuing along said south boundary, North 00°41'53" East, 66.69 feet to the POINT OF BEGINNING, containing 37,392 square feet (0.86 acres), more or less.

The Basis of Bearing of this description is South 89°30'10" East, the north boundary of the Remainder parcel as shown on the Final Subdivision Map for Monterra, Phase 1, recorded August 24, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 653145.

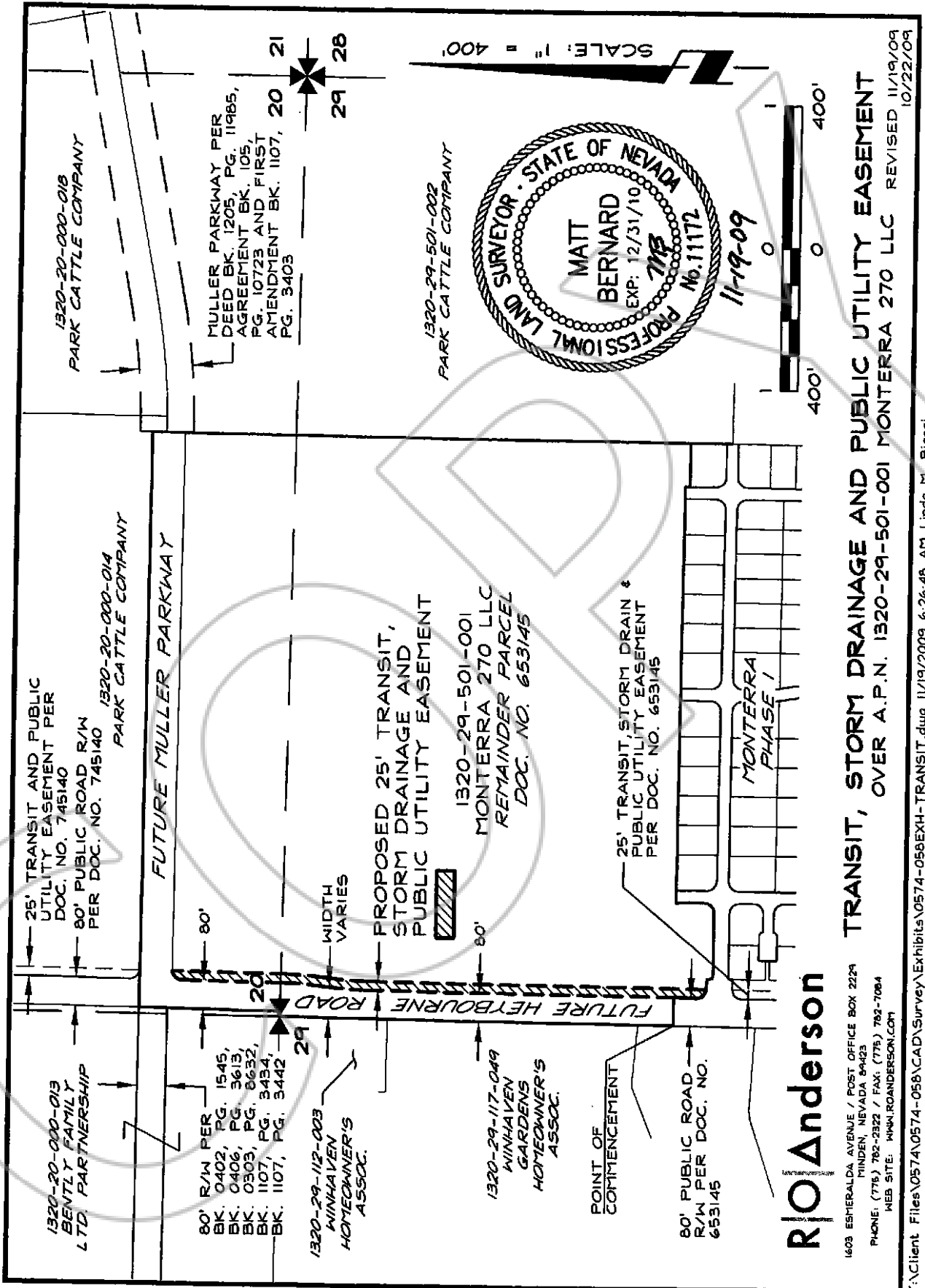
Note: Refer this description to your title company before incorporating into any legal document.

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



11-19-09

EXHIBIT H-5



R/O Anderson

1603 ESMERALDA AVENUE / POST OFFICE BOX 2229
 MINDEN, NEVADA 89423
 PHONE: (775) 792-2322 / FAX: (775) 792-7084
 WEB SITE: WWW.ROANDERSON.COM

**TRANSIT, STORM DRAINAGE AND PUBLIC UTILITY EASEMENT
 OVER A.P.N. 1320-29-501-001 MONTERRA 270 LLC** REVISED 11/19/09
 10/22/09

EXHIBIT I

Recording requested by and mail to:

Scarpello, Huss & Oshinski, Ltd.
600 E. William St., Suite 100
Carson City, NV 89701

Mail tax statements to:

Nevada Northwest, LLC
P.O. Box 1700
Dayton, NV 89433

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION ONLY and without liability for the consideration therefor, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.

EASEMENT/RIGHT-OF-WAY FOR MULLER LANE

BENTLY FAMILY LIMITED PARTNERSHIP ("Grantor") does hereby grant, to NEVADA NORTHWEST, LLC, a Nevada limited liability company (herein "Nevada Northwest") and PARK CATTLE COMPANY, a Nevada corporation (herein "Park Cattle Company") (collectively referred to herein as "Grantees"), and the Grantees' successors and assigns forever, a non-exclusive, perpetual easement/right-of-way for the location and construction of a road and all necessary incidents thereto, including egress and ingress, upon, over, across and through all of that real property located in Douglas County, Nevada more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

Reserving and accepting therefrom all water rights of any kind, including but not limited to, vested, decreed, adjudicated, permitted or certificated, surface or ground.

In accordance with a Land Use Agreement dated the 25th day of ~~January~~ 2002, Nevada Northwest and Park Cattle Company acknowledge their respective interests in being able to, independently and without the future consent or authorization of one another, convey any and all rights associated with this easement received jointly or severally by Grantees to Douglas County, a political subdivision of the State of Nevada, or its successor hereinafter ("Douglas County") for the location and construction of a road and all necessary incidents thereto as stated herein; and for the purpose of conveying such right, respectively grant to one another a special power of attorney to execute any document or assignment necessary to convey such rights each or both Grantees have received by this Easement.

GRANTOR
BENTLY FAMILY LIMITED PARTNERSHIP
By: *Sonald E. Bently*
SONALD E. BENTLY
General Partner

GRANTEE
NEVADA NORTHWEST, LLC, a Nevada limited liability company
By: Corporate Management Services, Inc. a Nevada corporation
Its: *[Signature]*
By: *JAMES S. BRADSHAW*
President

PARK CATTLE COMPANY, a Nevada corporation
By: *Bonnie Park*

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Page 1 of 1

EXHIBIT 'A'
DESCRIPTION
PROPOSED MULLER PARKWAY
(EAST OF NEVADA NORTHWEST TO PARK CATTLE CO.)

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

A strip of land located within portions of the Southwest one-quarter (SW1/4) and the Southeast one-quarter (SE1/4) of Section 20, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Parcel 1-B as shown on the Map of Division Into Large Parcels LDA 01-059 for Roland and Joan P. Dreyer filed for record November 7, 2001 in the office of Recorder, Douglas County, Nevada as Document No. 527149;

thence North 00°12'21" West, 316.52 feet to the southeasterly terminus of Muller Parkway as filed for record April 5, 2002 in said office of Recorder in Book 0402, at Page 1545, as Document No. 538878, the POINT OF BEGINNING;

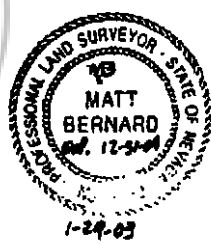
thence along the easterly terminus of said Muller Parkway, North 00°12'29" West, 80.00 feet;

thence North 89°47'31" East, 2613.67 feet to a point on the easterly line of Parcel 20 as shown on Record of Survey #1 to Support a Lot Line Adjustment for Dangberg Holdings Nevada LLC recorded January 18, 2002 in said office of Recorder as Document No. 532717;

thence along said easterly line, South 00°07'29" West, 80.00 feet;
thence South 89°47'31" West, 2613.20 feet to the POINT OF BEGINNING, containing 4.80 acres, more or less.

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

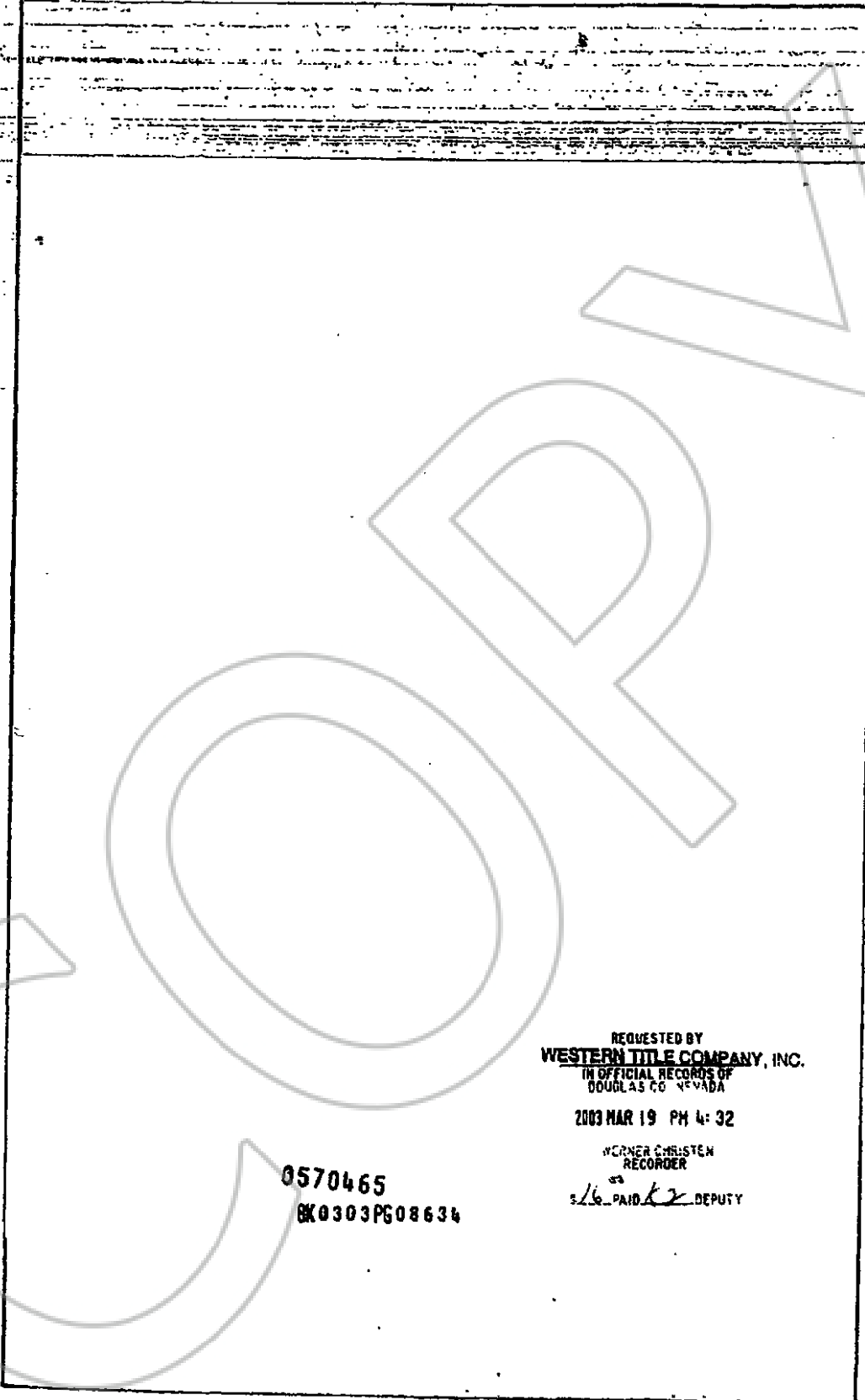
Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



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REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2003 MAR 19 PM 4: 32

WERNER CHRISTEN
RECORDER

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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: Dec 8 2009

T. Ryan Clerk of the 4th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Chad M. Kelly Deputy