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DOC # 0765378  
06/17/2010 03:10 PM Deputy: KE  
OFFICIAL RECORD  
Requested By:  
DC/DISTRICT ATTORNEY

Assessor's Parcel Number: N/A

Date: JUNE 17, 2010

Recording Requested By: \_\_\_\_\_

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 30 Fee: 0.00  
BK-0610 PG- 3200 RPTT: 0.00



Name: CYNTHIA GREGORY, DA'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

PURCHASE AGREEMENT #2010.138

(Title of Document)

FILED

NO. 2010.138

**REAL PROPERTY PURCHASE AGREEMENT** 2010 JUN 17 AM 10:31

**Between**  
**The Dean Seeman Trust/  
Dean Seeman Foundation**  
1512 Wildrose Dr.  
Gardnerville, NV 89410  
Phone: (775)782-9781

TED THIRAN  
CLERK  
*[Signature]*

**And**

**DOUGLAS COUNTY,**  
a political subdivision of the State of Nevada  
P.O. Box 218  
Minden, NV 89423  
Phone: (775) 782-9821

THIS AGREEMENT is entered between Judy Keele, Trustee of Dean Seeman Trust and/or its assignee, the Dean Seeman Foundation, a Nevada nonprofit corporation (Seller) and Douglas County, a political subdivision of the State of Nevada (Purchaser), with respect to portions of the Seeman Ranch, hereinafter described.

The Seeman Ranch is comprised of two parcels of real property divided by Buckeye Road, in Minden, Nevada. APN 1320-29-301-001, approximately 66.51 acres, commonly known as 1650 Buckeye Road is on the West side of Buckeye Road, and APN 1320-29-301-003, approximately 18.38 acres, at the same address, is on the East side of Buckeye Road. The Martin Slough flood plain passes through both parcels and a portion of which is the subject of a grant for the acquisition thereof by the Purchaser with the Nevada Division of State Lands (State Lands), which administers the Question 1 Program; the project is described as "Project ID No. DO-LW-08054." The property is the subject of an updated appraisal dated March 9, 2010 by Lee Smith, MAI.. The

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Parties have agreed on a \$65,000 per acre purchase price based on the significant flood plain issues affecting the acreage, the deed restriction which will be placed on the acreage being purchased and the potential resulting increase in value on the remain acreage to be retained by the Seller.

For and in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. Seller agrees to sell, and Purchaser agrees to buy, portions of the Seeman Ranch as follows:

A. Approximately 27.77 acres of APN 1320-29-301-001, as shown as Purchased Portion on Exhibit "A". The Seller and Purchaser recognize that the ultimate description of the Purchased Portion may vary from Exhibit "A" and agree the signed and recorded boundary line adjustment map and deed, as described in paragraph 5, will determine the actual boundaries and acreage of the Purchased Portion.

B. Approximately 11.20 acres of APN 1320-29-301-003, as shown as Purchased Portion on Exhibit "A". The Seller and Purchaser recognize that the ultimate description of the Purchased Portion may vary from Exhibit "A" and agree the signed and recorded easement and subsequent lawful means of transferring the Purchased Portion by deed, as described in paragraph 5, will determine the actual boundaries and acreage of the Purchased Portion.

2. The agreed upon purchase price is \$2,533,050 for approximately 38.97 acres, as depicted on Exhibit "A" Purchased Portion. The purchase price will be

payable as follows:

A. The purchaser will pay in good funds the sum of \$1,600,000 for the Purchased Portion of the property as shown on Exhibit "A", for both APN 1320-29-301-001 and 1320-29-301-003. The \$1,600,000 will be funded from the Question 1 Grant funds for Project ID No. DO-LW-08054.

B. The Seller agrees to donate, \$933,050, the balance of the purchase price. Neither the Seller nor the Purchaser will be required to place actual funds in the amount of \$933,050 into escrow. The parties characterize this as a "bargain sale" in that the appraised and negotiated value exceeds the funds available for the purchase, and the Seller is donating the property in excess of the available funding to a governmental agency which qualifies as a 501(c)(3) organization under the Internal Revenue Code.

3. Additionally Seller agrees to grant the Purchaser a Pedestrian License adjacent to the Martin Slough on APN 1320-29-301-001 North and West of the purchased portion, described on Exhibit "A" as "Proposed Pedestrian License." The parties agree the Pedestrian License is revocable at the discretion of the Seller upon 90 days written notice to the Purchaser. The location and dimensions of the Pedestrian License will be determined prior to close of escrow. Purchaser will provide the license(s), description(s), and map(s) to the Seller for its review and approval prior to the grant and recording. Independent of this Agreement, Seller will consider dedicating to Purchaser a "Pedestrian Easement" encompassing the area of the Pedestrian License and/or other property owned by Seller as may be agreed to in the future. The parties

agree to cooperate in determining the optimal location and dimensions of any proposed Pedestrian Easement, and the terms for the acquisition and dedication thereof.

4. Independent of this Agreement, Seller will consider dedicating to Purchaser an additional pedestrian easement on the North Eastern corner of other property owned by Seller, APN 1320-32-601-007, as tentatively drawn on Exhibit "B". The parties agree to cooperate in determining the optimal location and dimensions of the proposed pedestrian easement, and the terms for the acquisition and dedication thereof.

5. The property will have to be lawfully divided in order to execute the agreement, and portions of it will have to be lawfully encumbered by deed restrictions or other conditions of record in a form prescribed and approved by State Lands in order to secure the Question 1 funding. The general form of deed restriction is attached as Exhibit "C". In connection therewith, the parties agree as follows:

A. Acquisition of the Purchased Portion of the property, as shown on Exhibit "A", on the West side of Buckeye Road, APN 1320-29-301-001, will be by a boundary line adjustment map and deed, with a record of survey and good and sufficient instruments necessary to accomplish the transfer. Purchaser will be responsible for costs incurred for any record of survey(s), legal description(s), and other instruments necessary, including payment of professional fees and filing fees incurred in connection therewith. Purchaser will provide to the Seller all instruments for its review and approval. The Seller and Purchaser agree to work cooperatively to transfer the Purchased Portion through a boundary line adjustment or other appropriate mechanism, including but not limited to, submitting and signing applications to Douglas County and any other agency

required to accomplish the transfer.

B. As to the property being purchased with Question 1 funding on West side of Buckeye Road, the portion of APN 1320-29-301-001 referred to in Paragraph 1, and Exhibit "A", the Purchaser agrees to encumber the Purchased Portion with deed restrictions and other conditions of record in the form required and approved by State Lands, generally shown on Exhibit "C".

C. The Purchased Portion of property on the East side of Buckeye Road, APN 1320-29-301-003, will have to be lawfully divided to accomplish a transfer of the Purchased Portion by deed. The minimum parcel size in the current zoning district is 19 acres. In order to execute a deed, it is anticipated it will be necessary to divide the parcel and change the zoning over the Purchased Portion and the remaining property. Purchaser will be responsible for initiating and completing a lawful means of transferring the Purchased Portion by deed. The costs incurred for completing a lawful means of transferring the Purchased Portion by deed, including but not limited to, any land division, zoning map amendment(s), legal description(s), drafting of legal instruments, payment of professional fees and filing fees incurred in connection therewith, are the responsibility of the Purchaser. Purchaser will provide to the Seller all instruments necessary to effectuate the transfer, for its review and approval. The Seller and Purchaser agree to work cooperatively to transfer the Purchased Portion by deed, either by dividing the current parcel or other appropriate mechanism, including but not limited to, submitting and signing applications to Douglas County and any other agency required to approve the land division, zoning map amendment(s) or any

other mechanism which would allow for a lawful transfer by deed.

1. Due to time constraints, associated with Project ID No. DO-LW-08054, it is anticipated this sale will be closed prior to the conclusion of any land division, zoning map amendment or other mechanism which would allow for the property to be transferred by deed. Should the Purchased Portion not be able to be legally transferred by deed at the close of escrow the Seller agrees to encumber the Purchased Portion being sold with an Easement(s) giving the Purchaser all the rights and responsibilities as if it were the fee owner of the property. The Purchaser will be responsible for drafting the Easement(s) and all associated costs, including providing a legal description and a map to support the legal description of the area covered by the Easement(s). The Easement(s) will include will include provisions similar to those in Exhibit "C" and other provisions necessary to protect the Seller, including indemnification provisions. Purchaser will provide the easement(s), description(s), and map(s) to the Seller for its review and approval prior to the grant and recording. In addition to granting the Easement(s), prior to the close of escrow the Seller must deposit an executed grant, bargain and sale deed to the Purchaser in escrow, with instructions to deliver it upon proof that a lawful transfer may occur.

2. The remainder of APN 1320-29-301-003, excluding the Purchased Portion of property on the East side of Buckeye Road, "Remainder Parcel" will remain in the ownership of the Seller. The parties agree that Seller may reserve an easement for access and use of the pond situated on the Purchased Portion being sold to Purchaser, which will be appurtenant to the Remainder Parcel and run with the land. Access will

be to the Northern portion of the pond, and the exact location, dimensions and description of the easement will be determined prior to close of escrow subject to Purchaser's approval. Purchaser will provide the easement(s), description(s), and map(s) to the Seller for its review and approval prior to the grant and recording.

6. Except for the Pedestrian License generally described on Exhibit "A", the property being conveyed to Purchaser will include appurtenant water rights and development rights, and the parties agree to execute any documents required to convey such rights to Purchaser. Fees and costs incurred in the water rights transfer will be paid by Purchaser.

7. The parties recognize that the property has historically been irrigated as a whole, and agree to enter an operating agreement for the joint use of appurtenant water rights to irrigate the Seeman Ranch, including the property being conveyed to Purchaser and the property remaining in Seller's ownership, in historic patterns. This portion of the agreement may be terminated by either party upon 120 days written notice, delivered to the other. If terminated, then each party will be responsible for irrigating and maintaining the property under its control. During the period of joint use, the parties will name one another as additional insured on insurance policies, with minimum limits of \$1,000,000, and will provide one another with current certificates of insurance on an annual basis as evidence thereof. The land division described in Paragraph 5 will be subject to review by the Water Conveyance Advisory Committee (WCAC), and the parties agree to provide one another with adequate easements for



access and maintenance of irrigation facilities as may be recommended or required by the WCAC.

In order to perpetuate historic drainage patterns and functions, the parties agree that Seller may reserve reasonable easement(s) for the conveyance of flood water from and across the property remaining in Seller's ownership. Easement(s) will be described by Seller prior to closing, at its expense, and subject to Purchaser's approval, and may be in general form and temporary until and unless the portion of the Seeman Ranch property remaining in the Seller's ownership is developed, at which time the description, location of the drainage easement(s) and nature of facilities will be determined in cooperation with Purchaser, including not materially interfering with any installed or planned improvements. The parties acknowledge that a deed restriction as described in paragraph 5, will be placed on the Purchased Portion, and will require that any future drainage easement(s) or drainage facilities constructed for this purpose be consistent therewith, including authorized uses, and specifically, without limiting the entire document, with Paragraph 2 of the Declarations on page two of Exhibit C.

8. This agreement is subject to the availability of public funding, as described herein.

9. The property will be delivered free of known environmental issues subject to remediation. As part of its due diligence, Purchaser will conduct a Phase 1 environmental assessment on the property during the period of escrow, to be completed within 60 days of escrow being opened. If any environmental issues subject to remediation or further assessment are discovered or disclosed during the assessment,

then Purchaser will bring them to the attention of Seller for remediation or further assessment.

10. Except as otherwise set forth herein, Purchaser expressly acknowledges and agrees, and represents and warrants to Seller, that Purchaser is purchasing the portions of the Purchased Property **“AS-IS”**, and **“WITH ALL FAULTS”**, after such inspection, analysis, examination and investigation Purchaser cares to make and expressly without Seller’s covenant, warranty or representation as to physical condition, title, leases, rents, revenues, income, expenses, operation, access, zoning or other regulation, compliance with law, suitability for particular purposes or any other matter whatsoever. Seller has no obligation to make repairs, replacements or improvements to the portions of the Purchased Property, or to pay any fees, costs or expenses related to the portions of the Purchased Property. Purchaser further acknowledges and agrees that having obtained and examined such information and documentation affecting the portions of the Purchased Property as Purchaser has deemed necessary or appropriate, Purchaser is relying solely on its own investigations and review, and not on any information provided or to be provided by Seller. The Seller is selling the property without any express or implied warranty as to its condition. Purchaser acknowledges that the property is in designated flood zones and floodplains.

11. The parties agree to open an escrow with Marquis Title & Escrow 1662 US Highway 395, Suite 103, Minden, Nevada. Purchaser and Seller agree to execute Escrow Holder’s standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any

conflict, the provisions of this Agreement shall prevail. Real estate taxes will be prorated to closing. Purchaser will secure a preliminary title report at its expense and notify Seller of any objections to exceptions to title within 30 days of the opening of escrow. Seller will secure a CTLA title insurance policy on the property and pay the premium, as well as any documentary transfer due on the transaction. All other costs and fees of escrow will be divided. All modifications or extensions must be in writing and signed by the parties.

12. 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 transactions described herein.

13. The parties have each had the chance to consult with counsel in the preparation, negotiation and execution of this agreement. Each party will bear their own costs and attorneys fees.

14. The parties agree to mediation in the event of a dispute between them. Either party may initiate mediation at any time by providing written notice to the other that it intends to initiate mediation, which notice will contain a statement of the issues to be submitted. Within 14 days of the mailing or delivery of such notice, the parties will attempt to agree on a mediator. If they are unable to agree, then they will each nominate a mediator, and their nominees will be requested to confer and select a mediator. The costs of mediation will be equally divided. An agreement reached in mediation will be

subject to approval by the Board of County Commissioners, in the manner provided by law.

15. This agreement may not be assigned without the written consent of the other party.

16. This agreement will be construed according to 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.

17. The parties represent and warrant their authority to enter into this agreement.

18. The terms of this Agreement bind only the parties to this Agreement and their successors and assigns. This Agreement may not be assigned except by writing signed by both parties. 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.

19. Notices required or allowed under this agreement may be delivered or mailed to the parties in the following locations:

Douglas County, Nevada  
Attn: County Manager  
P.O. Box 218  
Minden, NV 89423  
Phone: (775) 782-9821

Dean Seeman Trust/  
Dean Seeman Foundation  
Attn: Judy Keele  
1512 Wildrose Dr.  
Gardnerville, NV 89410  
Phone: (775) 782-9781

20. Time is of the essence. The parties agree that escrow be closed, and the transaction executed, within 365 days of the approval of this agreement by the second of the parties, and this may only be extended by mutual agreement of the parties. There are no time constraints placed on the Purchaser for initiating and completing a lawful means of transferring the Purchased Portion on the East side of Buckeye Road, APN 1320-29-301-003 by deed, as described in paragraph 5(C).

21. Covenants to Survive Escrow. The covenants and agreements contained herein shall survive the close of escrow and shall be binding upon and inure to the benefit of the parties hereto and their representatives, heir, successors and assigns.

Date: *June 3, 2010*

DEAN SEEMAN TRUST and/or its assignee, the DEAN SEEMAN FOUNDATION

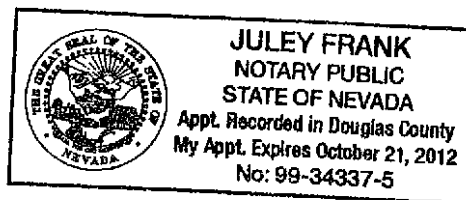
*Judy Keele*  
By Judy Keele, Trustee

**ACKNOWLEDGEMENT**

State of Nevada )  
 ) ss.  
County of Douglas )

This instrument was acknowledged before me on this 3<sup>rd</sup> day of June, 2010, by Judy Keele, as Trustee of the Dean Seeman Trust and Dean Seeman Foundation.

*Juley Frank*  
Notary Public



Date: June 3, 2010

DOUGLAS COUNTY, NEVADA

*Michael A. Olson*

By: Michael A. Olson  
Chair, Board of Commissioners

Attest:  
Ted Thran, Douglas County Clerk

*Ted Thran*

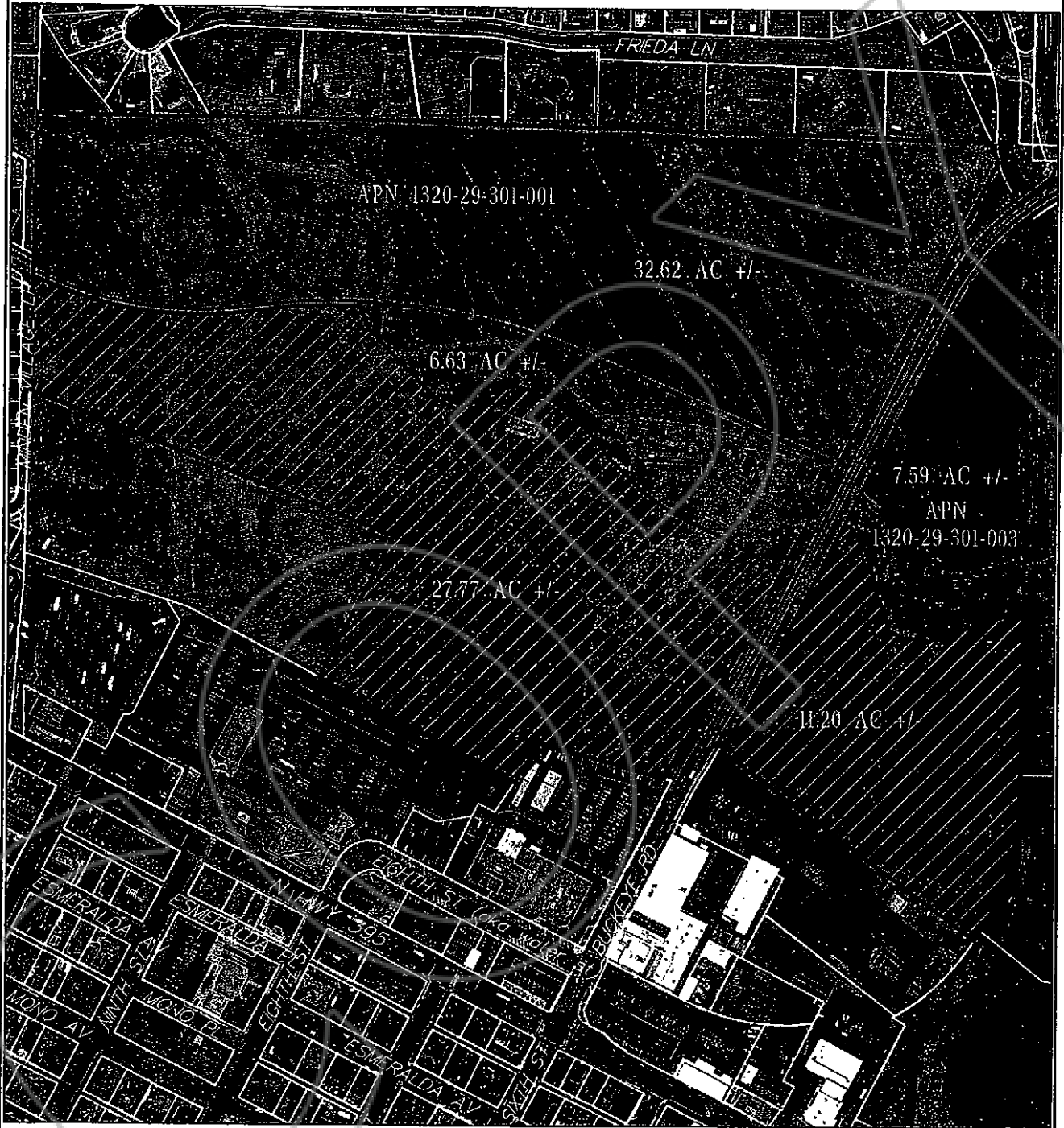
By: Deputy





BY: *Juan Hernandez*  
CLERK TO THE BOARD

Exhibit A

COPY

# SEEMAN RANCH - PROPOSED SITE PLAN



	PROPOSED PURCHASE PORTION		PROPOSED PEDESTRIAN LICENSE
	IRONWOOD DRIVE EXTENSION		MARTIN SLOUGH



Scale: 1" = 400' -- Print Date: 05/28/90 -- Map Name: TP4832.T

The data contained herein has been compiled on a geographic information system for the use of Douglas County. The data does not represent survey delineation and should not be construed as a replacement for the authoritative source, plat maps, deeds, resurveys, etc. No liability is assumed by Douglas County or MAGIC as to the sufficiency or accuracy of the data.

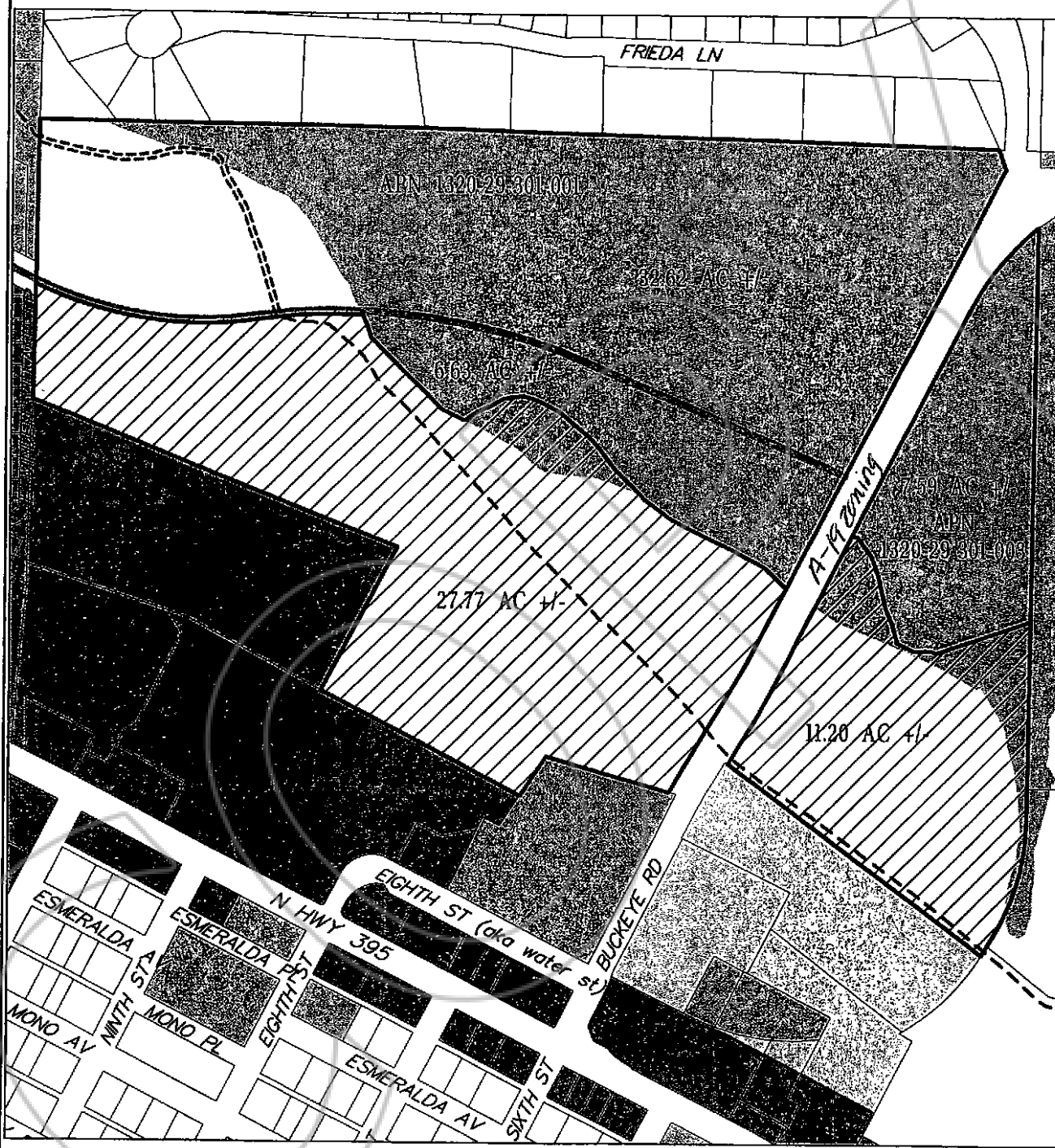


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# SEEMAN RANCH - PROPOSED SITE PLAN

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 PG- 3216  
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	PROPOSED PURCHASE PORTION		PROPOSED PEDESTRIAN LICENSE		Rural Residential		Commercial		Forest and Range
	IRONWOOD DRIVE EXTENSION		MARTEN SLOUGH		Single-Family Estates		Industrial		Receiving Area
					Single-Family Residential		Community Facilities		Washoe Tribe Land
					Multi-Family Residential		Agricultural		



Scale: 1" = 400' -- Print Date: 05/28/10 -- Map Name: TP4832.71

The data contained herein has been compiled as a geographic information system for the use of Douglas County. The data does not represent survey definition and should not be construed as a replacement for the authoritative source, plat maps, deeds, resurveys, etc. No liability is assumed by Douglas County or MAGIC as to the sufficiency or accuracy of the data.



Exhibit B

COPY

**EXHIBIT B Page 1 of 2**

**Douglas County, Nevada**

Assessor's Office  
 Douglas County Assessor

**Map Legend**

Parcel Boundary  
 Subd Boundary  
 Easements: See Recorded Documents  
 Town Boundary  
 Township/Range/Section  
 Open Space/Conserv. Eas.  
 Recreating Area

Parcel Number  
 Parcel Sub/Seq Number  
 Parcel Acreage  
 Parcel Block Number  
 Parcel Lot Number  
 Parcel Address

110

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**T13 N R20 E**

**SEC. 32**

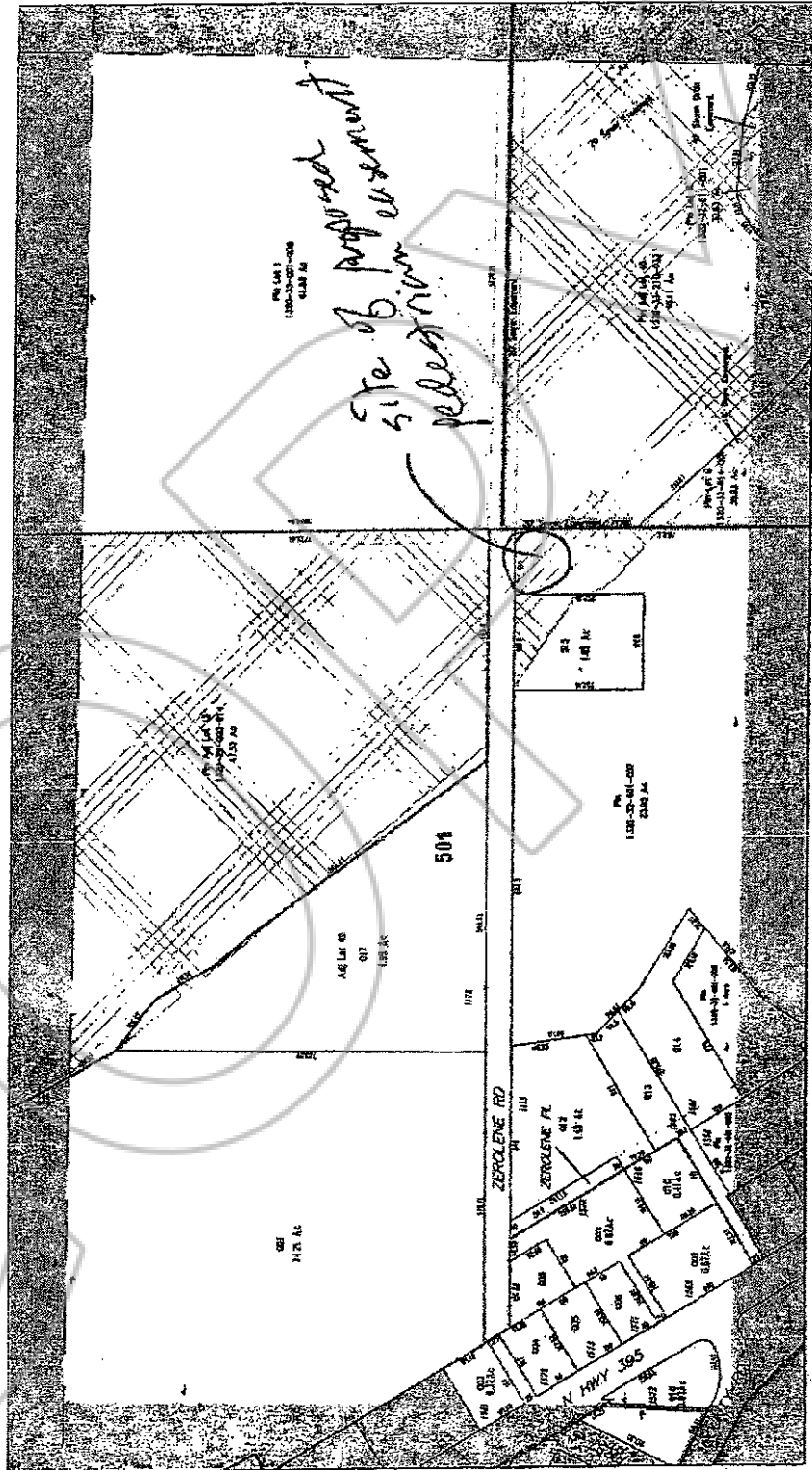
1	2	3	4	5	6
7	8	9	10	11	12
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19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36

**N 2 NE 4**

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

1320-32-5

SCALE: 1" = 200'  
 REVISED: 07/10/2009



NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and distributive purposes only. It does not represent a survey of the premises. No liability is assumed as to the efficiency or accuracy of the data furnished herein.

*Proposed Pedestrian Easement  
7' 10'*

**EXHIBIT B Page 2 of 2**

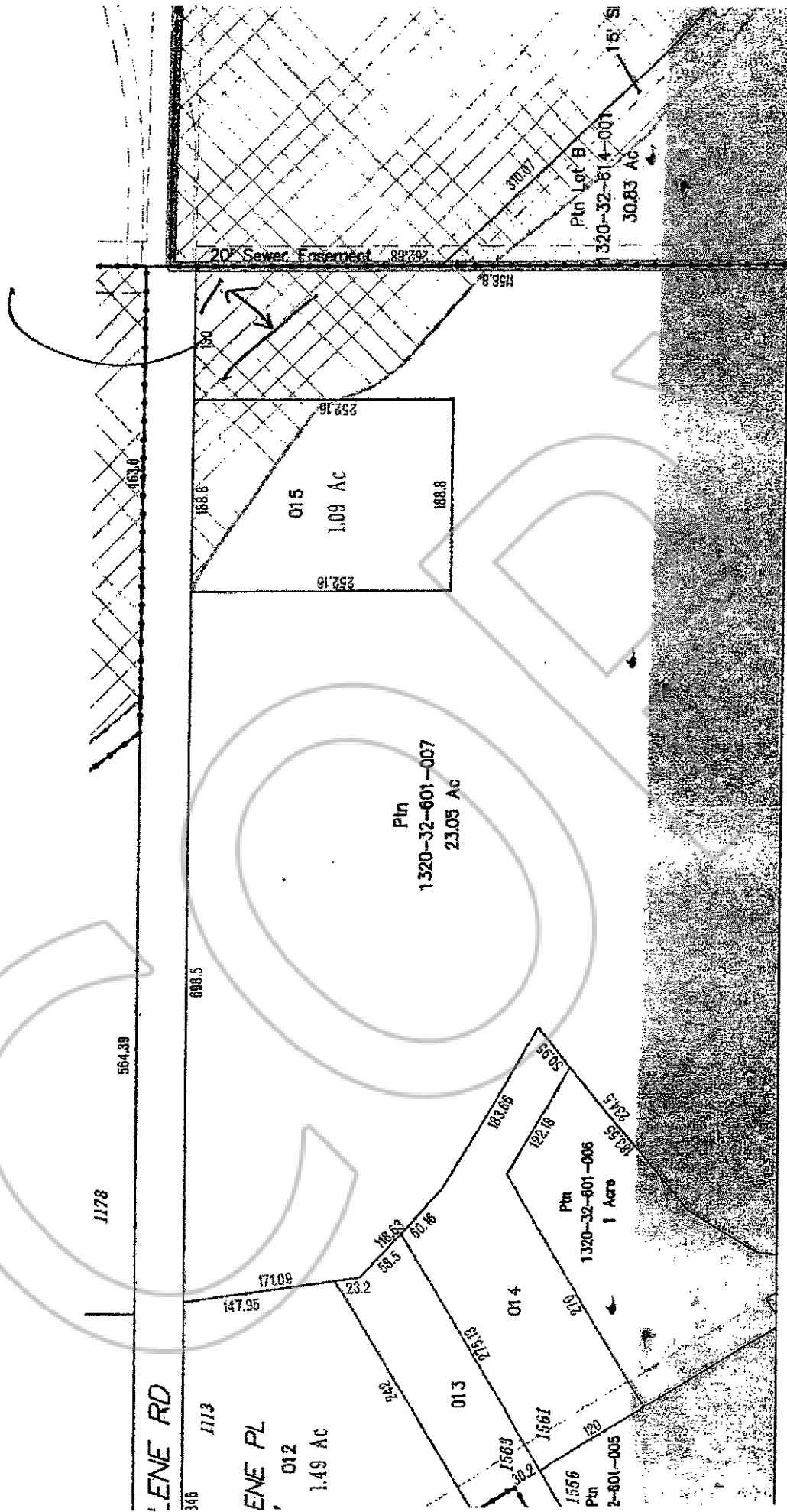
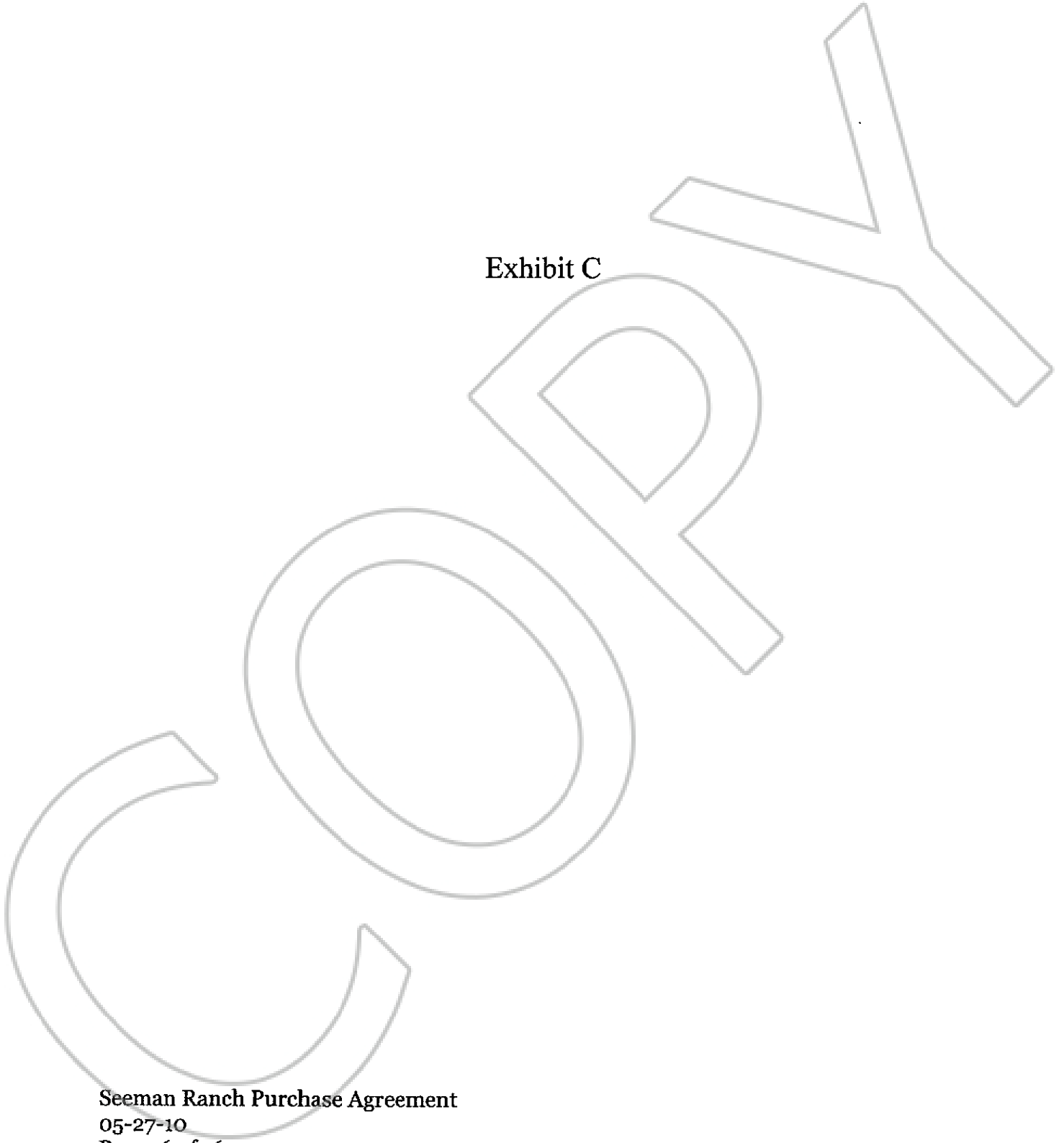


Exhibit C



## EXHIBIT C

A.P.N. \_\_\_\_\_

**RECORDING REQUESTED BY:**

Douglas County Manager  
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 into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the Douglas County, a political subdivision of the State of Nevada ("Grantee"), and the State of Nevada ("State"). Grantee and State are sometimes hereinafter referred to collectively as the "Parties."

#### Recitals

WHEREAS, Grantee is the owner of that certain real property located in Douglas County, State of Nevada, described as follows:

(to be inserted)

WHEREAS, This Agreement is given to insure that the Property is maintained and used in a manner consistent with the regulations (NAC Section 321) 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 17<sup>th</sup> 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 pertinent 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, Grantee has entered into a State Lands Question 1 Program Funding Agreement that provides funding to implement the project entitled the Seeman Ranch Acquisition" and which has been assigned Question 1 Program Project ID No. DO-LW-08054.

WHEREAS, State Lands has authority to award grants of money from the sale of general obligation bonds to a county, or a municipality within a county for the acquisition of land and water or interests in land and water for the public benefit to protect and enhance wildlife habitat,

sensitive or unique vegetation, historic or cultural resources, riparian corridors, floodplains, wetlands and other environmental resources pursuant to an adopted plan for open spaces.

### 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. Authorized Uses. Pursuant to this Nonrevocable Agreement to Restrict Property, Grantee agrees that the Property will be used only for open space purposes that are consistent with the objectives for which the Property is acquired and the local jurisdictions' adopted open space plan. The Grantee further agrees that the property will be used for purposes that are consistent with the protection or enhancement of wildlife habitat, protection of sensitive or unique vegetation, protection of historic or cultural resources, protection of riparian corridors, floodplains, or wetlands, and/or to protect or preserve the benefits of the Property or natural resources within the State for the public.
3. In Event of Unauthorized Uses. If at any time the Property, or any portion of it, is used for some purpose other than that stated in Paragraph 2 above, the following actions shall be taken:
  - A. In the event of a violation or infringement, or threatened violation or infringement, of any provision of this Agreement, the State, or any person, shall give written notice to Grantee and request that the Grantee take corrective action sufficient to cure the violation or prevent the threatened violation. Grantee shall have 30 days to comply with the request. If Grantee is unable to cure the violation within the time allotted but is pursuing corrective measures with due diligence, the State may permit the Grantee a reasonable extension of time. If the State, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the permitted use of the property as described in Paragraph 2 of this Agreement, the State may pursue its remedies under this section without prior notice to Grantee or without waiting for the period provided for cure to expire. Nothing in this Agreement shall be construed to impair the State's, or any person's right to seek temporary or permanent injunctive or other relief to enforce the terms of this Agreement against a violation or threatened violation hereof.
  - B. If the Grantee fails to take corrective action to cure the violation or prevent the threatened violation pursuant to subparagraph A., the Grantee shall offer to convey the Property, for no consideration, to the State for the purposes stated in paragraph 2 above; 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 Grantee shall offer to convey the Property, for no consideration, to each reasonably identifiable Nonprofit Conservation Organization active in 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.

Any offer made herein by Grantee 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 Carson City. 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 Grantee 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 Grantee shall bear all costs for any offer required to be made by it hereunder.

Should an offer described herein be accepted, Grantee shall, at its sole cost and expense, promptly deliver to the qualified party accepting said offer, a duly executed warranty, grant bargain sale, or quitclaim deed capable of being recorded in order to convey clear title to the Property to said party subject to encumbrances imposed by the State.

If neither the State nor a qualified Nonprofit Conservation Organization has accepted Grantee's offer, Grantee shall, at the sole discretion of the State, promptly take one of the following actions (either sub-subparagraph i or sub-subparagraph ii):

- i. Sell said Property or a portion of the property as determined by the State to any other person or entity for fair market value. Upon such sale, Grantee shall promptly transmit to the State its pro rata share of the sale price of the portion of the Property sold, or the amount of the grant, whichever is greater. Upon receipt of said payment, the State shall release the Grantee from any further obligations or liabilities under this Agreement.
- ii. Remit to the State a sum equivalent to the amount of the Grant, together with interest thereon at the rate of 10% per annum, commencing from the date of the Grantee's acquisition of the Property until the date paid. Upon receipt of said payment, the State shall release the Grantee from any further obligations or liabilities under this Agreement and shall remove any deed restrictions or other encumbrances on the Property imposed by this Agreement.



4. Voluntary Transfer of Property. In the event the Grantee desires to sell or otherwise transfer the Property, prior to any such sale or transfer of the Property by Grantee, Grantee shall offer to convey the Property, for no consideration, to the entities described in sub-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 sub-subparagraph 3(B), neither the State nor a qualified Nonprofit Conservation Organization has accepted Grantee's offer, Grantee may, at the sole discretion of the State, promptly take one of the following actions (either subparagraph A or subparagraph B):
- A. Sell the Property to any other person or entity for fair market value, based on an appraisal of the property at the time of transfer. Upon such sale, other than to the State or a qualified Nonprofit Conservation Organization, Grantee shall promptly transmit to the State its pro rata share of the sale price of the portion of the Property sold, or the amount of the grant, whichever is greater. Upon receipt of said payment, the State shall release the Grantee from any further obligations or liabilities under this Agreement.
  - B. Promptly transmit to the State the amount of the Grant, together with interest thereon at the rate of 10% per annum, commencing from the date of the Grantee's acquisition of the Property until the date paid. Upon receipt of said payment, the State shall release the Grantee from any further obligations or liabilities under this Agreement and shall remove any deed restrictions or other encumbrances on the Property imposed by this Agreement.
5. Condemnation. Any and all funds received by Grantee in connection with any portion of the Property taken by right of eminent domain or by condemnation shall be delivered pro rata 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 Grantee thereafter desires to dispose of that portion of the Property not taken by right of eminent domain or condemnation (hereinafter "the Remainder Portion"), Grantee shall offer to convey the Remainder Portion for no consideration, to the entities described in sub-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 paragraph, neither the State nor a qualified Nonprofit Conservation Organization has accepted Grantee's offer, Grantee may sell said Remainder Portion to any other person or entity for fair market value. Upon such sale, Grantee shall promptly transmit to the State the State's pro rata share of the sale price of the Remainder Portion sold, or the amount of the grant attributable to the Remainder Portion, whichever is greater.
6. Enforcement. The State, or any person, has the right to prevent any activity or use on this property that is inconsistent with the permitted use as described in paragraph 2 of this Agreement. The terms and conditions in this Agreement may be enforced as follows:
- A. Enforcement of the provisions of this Agreement shall be at the discretion of the 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. Grantee will not be responsible for injury to or change in the property subject to this Agreement resulting from natural causes or environmental catastrophe beyond Grantee's control, such as fire, flood, storm and earth movement, or from any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the property resulting from such causes.
- C. If Grantee fails to cure a violation or threatened violation of the terms and conditions as expressed herein after receiving written notice of the violation or threatened violation, the State or 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 or any person enforcing this Agreement may seek damages to which they may be entitled including reimbursement to the State of all or a portion of the grant funding provided to Grantee for acquisition of the property herein. 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 Grantee 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.
- D. If a court determines that this Agreement has been breached Grantee will reimburse the State or any other person bringing suit for relief under this section, for reasonable costs of enforcement, including court costs, reasonable attorney's fees, and any other payments ordered by the court.
7. Recordation. This Agreement shall be recorded in the Office of the Douglas County Recorder and shall run with the land.
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, Nevada.
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. Grantee and 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 of Nevada.
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.

**STATE:**

STATE OF NEVADA  
Division of State Lands

By: \_\_\_\_\_  
JAMES R. LAWRENCE  
Administrator and Ex-Officio  
State Land Registrar

**GRANTEE:**

DOUGLAS COUNTY

By: \_\_\_\_\_

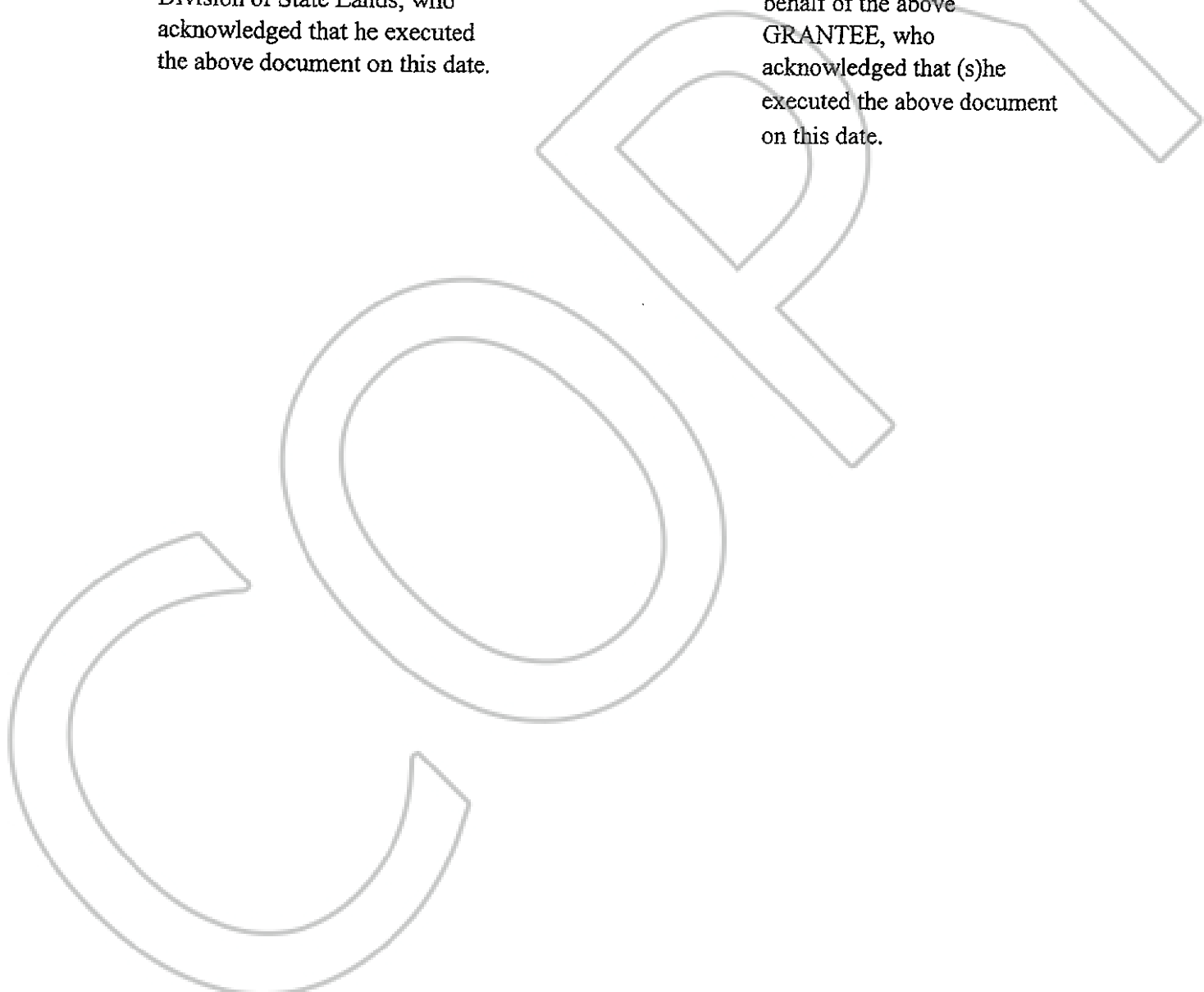
Date: \_\_\_\_\_

STATE OF NEVADA )  
 )  
 ) :ss  
CITY OF CARSON CITY )

On \_\_\_\_\_, 2010  
personally appeared before me, a  
Notary Public, JAMES R.  
LAWRENCE, Administrator and  
Ex-Officio State Land Registrar,  
Division of State Lands, who  
acknowledged that he executed  
the above document on this date.

STATE OF NEVADA )  
 )  
 ) :ss  
COUNTY OF DOUGLAS )

On \_\_\_\_\_, 2010  
personally appeared before me,  
a Notary Public, \_\_\_\_\_  
\_\_\_\_\_, known to  
me to be authorized to sign on  
behalf of the above  
GRANTEE, who  
acknowledged that (s)he  
executed the above document  
on this date.



**APPROVED as to Form:**

**CATHERINE CORTEZ MASTO**  
Attorney General

By: \_\_\_\_\_  
Kerry Benson  
Deputy Attorney General

**APPROVED as to Form:**

**MARK JACKSON, Douglas County**  
District Attorney

By: \_\_\_\_\_  
Deputy District Attorney

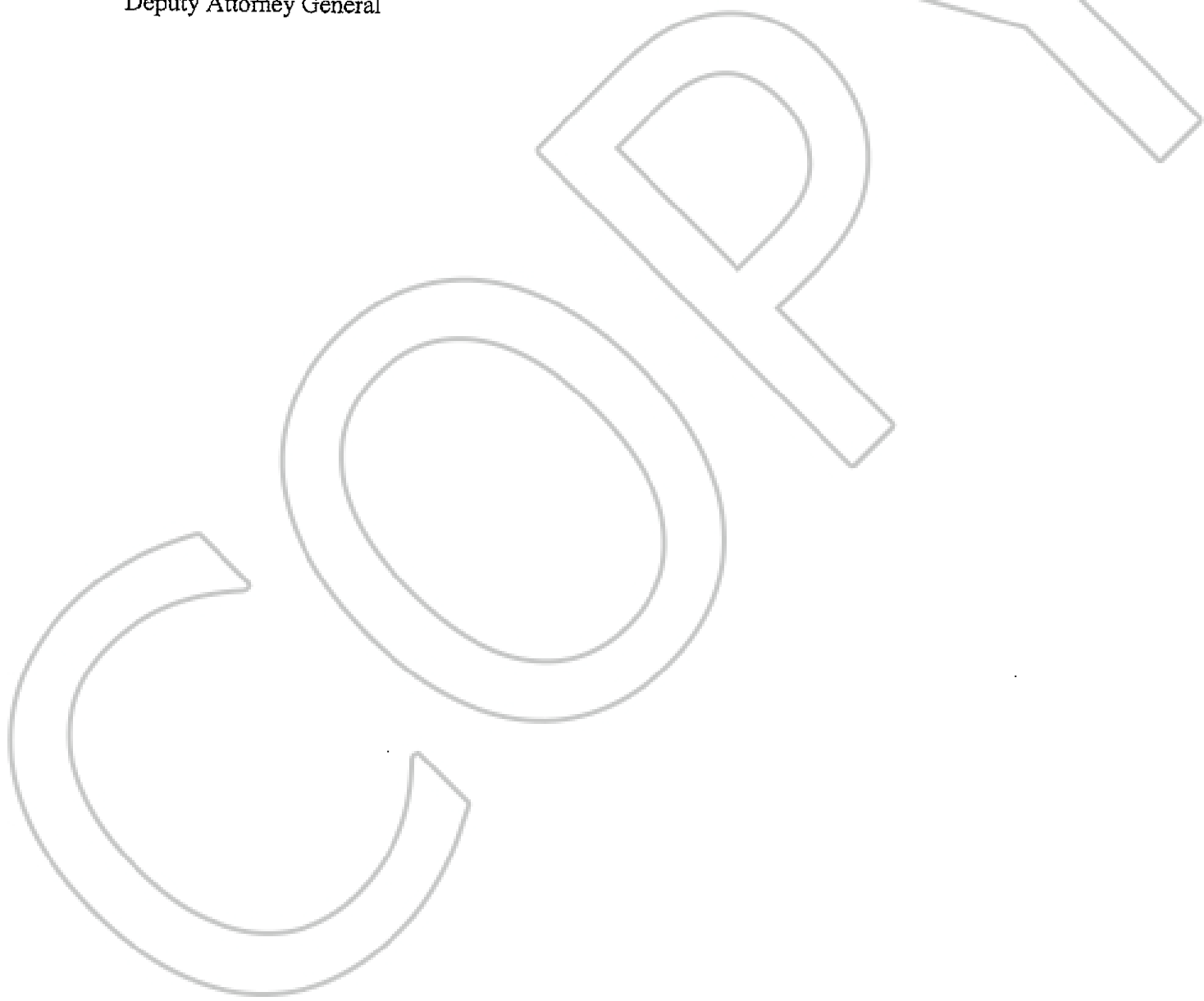


Exhibit A

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: June 17 2010

[Signature] Clerk of the 4th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy