

Assessor's Parcel Number: N/A

Date: AUGUST 23, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 3 Fee: 0.00
BK-0811 PG- 4221 RPTT: 0.00



Name: CYNTHIA GREGORY, DA'S OFFICE
& DEBBIE BEAM, COUNTY MANAGER'S OFC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

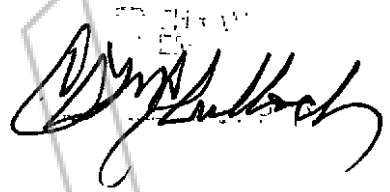
PURCHASE AGREEMENT AMENDMENT #2011.207

(Title of Document)

**THIRD AMENDMENT TO:
REAL PROPERTY PURCHASE AGREEMENT**

2011. 207
2011 AUG 23 AM 9:44

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



And

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

WHEREAS, Douglas County (hereafter Purchaser) and Judy Keele, Trustee of the Dean Seeman Trust and/or its assignee, the Dean Seeman Foundation, a Nevada nonprofit corporation (hereafter Seller) entered into a Real Purchase Property Agreement (Agreement) recorded as Document 765378 in Book 0610, Page 3200 and a First Amendment recorded as Document 0782933 in Book 0511, Page 1309 and Second Amendment recorded as Document 0782934 in Book 0511, Page 1312 to allow for the purchase of a portion of the Seeman Ranch through the use of Nevada Division of State Lands, Question 1 Program funds; and

WHEREAS, in order to complete the purchase it is necessary to extend the date for the close of escrow and both Purchaser and Seller (hereafter also collectively referred to as Parties) have agreed to amend the Agreement to extend the date for the close of escrow and accordingly modify its provisions consistent with the Parties current understanding of the terms;

NOW, THEREFORE, in consideration of the amendments herein made, the Parties mutually agree all provisions of the original Agreement, First Amendment and Second Amendment remain in full force and effect with the exception of the following amendments which show deleted language with a ~~strikethrough~~ and new language in *italics*:

I. Page 6, Paragraph 2, "... 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. (*"Reserved Easement"*) *The terms of the reserved easement will be provided in the Grant, Bargain and Sale Deed and Reserved Easement. . . .*"

II. Page 7, Paragraph 7, "7. The parties recognize that the property has historically been irrigated *and accessed* as a whole, and agree to enter an operating agreement for the joint use of *irrigation structures and access points* ~~appurtenant water rights to irrigate~~ to the Seeman Ranch,

including the property being conveyed to Purchaser and the property remaining in Seller's ownership, in historic patterns. *The operating agreement, signed by both parties, will provide, among other things, for the parties' responsibilities and prohibited acts, the term and the termination of the operating agreement for the joint use of irrigation conveyance structures and historic access points. This portion of the agreement may be terminated by either party upon 120 days written notice, delivered to the other . . .*"

III. Page 12, Paragraph 20, "20. Time is of the essence. The parties agree that escrow must be closed, and the transaction executed no later than ~~November 1, 2011~~ August 15, 2011, and this date may be extended for 30 days by written letter signed by both the Chair of the Douglas County Board of Commissioners and Judy Keele, as Trustee of the Dean Seeman Trust. The close of escrow date may be further ~~only~~ be extended by mutual agreement of the parties by amendment of the Purchase Agreement."

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to the Agreement to be signed and intend to be legally bound thereby.

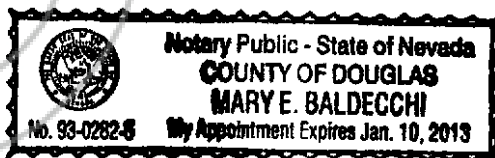
SELLER:

Judy Keele, Trustee 8/11/11
Judy Keele, Trustee (Date)
Dean Seeman Trust
Dean Seeman Foundation

State of Nevada)
) ss.
County of Douglas)

This instrument was acknowledged before me on this 11th day of August, 2011, by Judy Keele, as Trustee of the Dean Seeman Trust and Dean Seeman Foundation.

Mary E Baldecchi
Notary Public



PURCHASER:

Michael A. Olson
Michael A. Olson, Chairman (Date)
Douglas County Board of Commissioners

Attest:
By: Ted Thran
Ted Thran, Douglas County Clerk-Treasurer

BY: Juanne Medveds
Clerk to the Board

Document Number: 110151
Page 2 of 2
Seeman, Third Amendment

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: Aug 23, 2011
Ted Thran Clerk of the 923 Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: Cheryl M. [Signature] Deputy