



APN# : 1319-10-401-002
1319-10-701-002
1319-10-701-003
1319-15-000-039

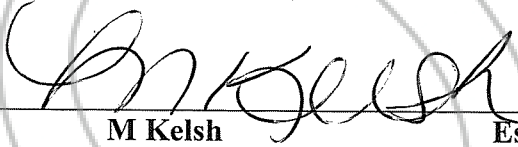
Recording Requested By:
Western Title Company, Inc.
Escrow No.: 040628-MHK

When Recorded Mail To:
United States Of America
C/O Bureau of Land
Management
5665 Morgan Mill Rd
Carson City, NV 89701

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature 
M Kelsh Escrow Officer

Conservation Easement Deed for Agricultural Land

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)



APN's: 1319-10-401-002, 1319-10-701-002,
1319-10-701-003, and 1319-15-000-039

STATEMENT ATTACHED TO
CONSERVATION EASEMENT DEED FOR AGRICULTURAL LAND
TO
UNITED STATES OF AMERICA

This Statement is attached to the Conservation Easement Deed for Agricultural Land over real property described therein in the County of Douglas, State of Nevada, from Ranch No. 1 Limited Partnership, a Nevada limited partnership, to the United States of America, pursuant to NRS 328.110.

The United States of America does not seek exclusive jurisdiction over the property described in the Conservation Easement Deed for Agricultural Land.

**The United States of America
Department of the Interior
Bureau of Land Management**

By: Elizabeth M. White

Date: 6/16/2014

Elizabeth M. White

Title: Land Acquisition Program Manager, SNPLMA Division,
BLM Southern Nevada District

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF CLARK

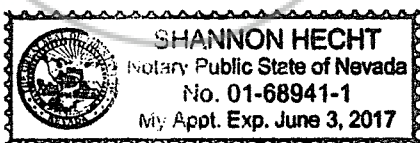
On this 16th day of June, 2014, personally came before me, a notary public in and for said County and State, the within-named ELIZABETH M. WHITE, personally known to me, or proven to me on the basis of satisfactory evidence, to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Seal

Shannon Hecht
Notary Public Signature

My commission expires: June 3, 2017





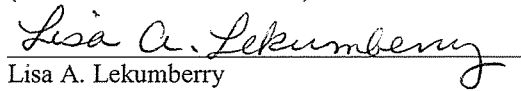
APN: 1319-10-401-002, 1319-10-701-002,
1319-10-701-003, 1319-15-000-039

WHEN RECORDED MAIL TO:

United States of America
c/o Bureau of Land Management
Carson City District, Sierra Front Field Office
5665 Morgan Mill Road
Carson City, NV 89701

N-088189 (Ranch No. 1-Genoa)

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Pursuant to NRS 239b.030)


Lisa A. Lekumberry

CONSERVATION EASEMENT DEED FOR AGRICULTURAL LAND

THIS CONSERVATION EASEMENT DEED FOR AGRICULTURAL LAND is made this 10th day of June, 2014, by and between **RANCH NO. 1 LIMITED PARTNERSHIP**, a Nevada limited partnership, hereinafter called "**GRANTOR**," and the **UNITED STATES OF AMERICA**, acting by and through the Bureau of Land Management, Department of the Interior, hereinafter called "**GRANTEE**." The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, Grantor and all of Grantor's successors and assigns, and Grantee and all of Grantee's successors and assigns.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of 271.08 acres, more or less, of agricultural land located in Douglas County, Nevada, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, together with all improvements located thereon (collectively referred to as the "Property") depicted on the Property Maps, attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") has classified a majority of the soils within the Property as "prime farmland" of statewide importance. The Property is agricultural land utilized by Grantor for farming, including the cultivation and irrigation of soil for the growing of crops, and the grazing and rearing of animals to provide food and other products. These agricultural uses and associated management have produced wildlife habitat, local and migratory bird habitat, floodplain function including groundwater recharge and flood dissipation, wetlands, riparian, open space, and scenic values (collectively called the "Conservation Values"), which are of great importance to Grantor, Grantee, and the people of the United States, the State of Nevada, and Douglas County. Protection of the Conservation Values will yield a significant public benefit, and Grantor and



Grantee have the common purpose of protecting the Conservation Values in perpetuity by continuing the existing uses of the Property and preventing the development of the Property for any purpose or in any manner that would conflict with the Conservation Values; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained in perpetuity by the continuation of land uses, including those existing at the time of this grant, that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee has the authority to acquire this Conservation Easement pursuant to Section 205 of the Federal Land Policy and Management Act of 1976 as amended (43 U.S.C. § 1715; 90 Stat. 2755), and the Southern Nevada Public Land Management Act of 1998 (P.L. 105-263, unclassified in part and classified in part to 16 U.S.C. § 460ccc-1(a)(2) and 31 U.S.C. § 6901 and 6901 note), which provides for the acquisition of interests in “environmentally sensitive land” in the State of Nevada for purposes including the protection of wildlife habitat, riparian, open space, watershed values, and encouragement of biological diversity; and

WHEREAS, the purpose of the Farmland Protection Policy Act (P.L. 97-98, 7 U.S.C. Section 4201 *et seq.*) is to “minimize the extent to which Federal programs contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland;” and

WHEREAS, Nevada’s “Easements for Conservation” statutes at Nevada Revised Statutes (“NRS”) Sections 111.390 to 111.440, inclusive, recognize the protection of the natural, scenic, or open-space values of real property and the assurance of the availability of real property for agricultural use as among the conservation purposes of the statutes.

NOW THEREFORE, Grantor, in consideration of the above, and for and in consideration of Three Million Sixty-Five Thousand Dollars (\$3,065,000.00) to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, pursuant to the laws of the United States of America and the State of Nevada, and in particular NRS 111.390 to 111.440, Grantor voluntarily does hereby grant and convey in perpetuity, with general warranty of title, unto Grantee, its successors and assigns in interest, and Grantee hereby accepts, this Conservation Easement in, on, over, and across the Property described in Exhibit A of this instrument, and subject to those items of record contained therein, restricting forever the uses that may be made of the Property and granting Grantee certain rights in the Property, subject to the terms and conditions set forth in this instrument. Grantor expressly intends that the Conservation Easement runs with the Property and that the Conservation Easement shall be binding upon Grantor’s representatives, heirs, successors, and assigns.

1. PURPOSE. The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Values and to prevent any uses of the Property that would conflict, impair, or interfere with those values, including, but not limited to, any future residential, non-



agricultural commercial, industrial, mining, or other incompatible development or improvement of the Property that is not expressly allowable under this Conservation Easement. In achieving these purposes, it is the intent of the Grantor and Grantee that this Conservation Easement fosters the continuation of responsible ranching and agricultural practices to protect the agricultural soils and agricultural viability consistent with the Conservation Values protected herein. Grantor intends that this Conservation Easement will confine the uses of the Property to such activities as are consistent with the purposes of this Conservation Easement. Pursuant to the terms of NRS 111.390 to 111.440 and this Conservation Easement, the Property preserved hereby as agricultural, natural, or open-space land may not be converted or directed to any uses other than those provided herein.

2. BASELINE DOCUMENTATION AND CONSERVATION PLAN.

A. BASELINE DOCUMENTATION. To establish the present condition of the Conservation Values and man-made features of the Property, so as to properly monitor future uses of the Property and assure compliance with the terms hereof, an inventory of the Property's relevant resources, features, conditions, and uses has been prepared (hereinafter referred to as the "Baseline Documentation"). The parties agree that Exhibit B and the Baseline Documentation Report, dated June 3, 2014, contain an accurate representation of the biological and physical conditions of the Property at the time of this grant, and of the current and historical uses of the Property. As acknowledged in Exhibit C attached hereto, the Baseline Documentation Report has been approved in writing by Grantor and Grantee, and is incorporated herein by reference. A copy of the Baseline Documentation Report is on file with Grantor and Grantee at their respective addresses as stated in this instrument. If a controversy arises with respect to the nature and extent of the historical and/or present uses of the Property, or the physical or biological conditions of the Property, Grantor and Grantee agree that the Baseline Documentation shall be presumed to be conclusive evidence of the existing conditions at the time of this grant. Other relevant documents, surveys, or other evidence or information may assist in the resolution of any controversy. Grantor and Grantee agree that the current uses of and improvements to the Property described in the Baseline Documentation are consistent with the Conservation Values and conservation purposes of this Conservation Easement.

B. CONSERVATION PLAN. Grantor agrees to conduct all allowed agricultural and ranching activities on the Property in accordance with the Conservation Plan dated October 28, 2013, developed in consultation with the NRCS. As acknowledged in Exhibit C attached hereto, Grantor and Grantee each have a copy of the Conservation Plan, and it is incorporated herein by reference. Grantor shall update the Conservation Plan at any time Grantor proposes a substantial change in the agricultural operation on the Property, and any time ownership of the Property changes. Grantor and Grantee agree that Grantee shall have the right to review proposed changes to the Conservation Plan to ensure consistency with the Conservation Values and the terms and conditions of this Conservation Easement. If any inconsistency arises between this Conservation Easement and the Conservation Plan, the terms and conditions of this Conservation Easement shall prevail. Grantor and Grantee agree that the existing Conservation Plan is consistent with the terms and conditions of this Conservation Easement.



3. PERMITTED USES. Grantor reserves to itself, and its heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or authorize others to engage in all permitted uses of the Property that are not prohibited herein in accordance with the terms and conditions of this Conservation Easement. Grantor and Grantee recognize that Grantor's current land stewardship is the reason the Conservation Values exist, and intend that this Conservation Easement shall allow the continued agricultural and ranching uses with natural resource conservation aspects of open space, scenic, plant, and wildlife habitat, wetland, riparian, natural floodplain functioning, and other incidental uses, in accordance with the terms and conditions of this Conservation Easement. Grantor's authorization of any third party uses of the Property, by lease or other means as provided, shall be subject to the terms of this Conservation Easement, and Grantor shall continue to be fully responsible for compliance with all terms and conditions of this Conservation Easement.

Without limiting the foregoing, the following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Conservation Easement, and are not to be precluded, prevented, or limited by this Conservation Easement, *provided*, that they are undertaken in accordance with the terms and conditions of this Conservation Easement. The following uses and practices are set forth to establish specific permitted activities and to provide guidance in determining the consistency of other activities with the conservation purpose of this Conservation Easement.

- A. The right to lease or rent the Property or portions of the Property for any purposes consistent with this Conservation Easement.
- B. The right to prevent trespass and to control access to the Property. Grantor shall have sole discretion in the manner and extent to which this right is exercised, except as expressly provided for in subsection 6.B.
- C. The right to continue to engage in any and all agricultural and ranching uses of the Property that are consistent with the Conservation Values, as limited by the prohibitions in Section 4, and in accordance with best management practices for soil and water conservation, pest management, nutrient management, and habitat, in accordance with the Conservation Plan addressed in Section 2, above.
- D. The right, but not the obligation, to permit vehicular parking and dry camping in the Historic Candy Dance Parking Areas identified in Exhibit B during the annual Genoa Candy Dance Arts & Crafts Faire. Use of the Parking Areas by the general public can begin no earlier than forty-eight (48) hours in advance, and must end no later than forty-eight (48) hours after, the official, published start and end dates, respectively, of the event. Temporary facilities (e.g., portable toilets, traffic cones, and traffic barriers) to support this use can be installed no earlier than five (5) days in advance, and must be removed no later than five (5) days after, the official, published start and end dates, respectively, of the event.



- E.** The right to undertake conservation practices that promote soil stabilization and reduce erosion in accordance with sound, generally accepted practices and in accordance with the Conservation Plan.
- F.** The right to apply fertilizers. The right to apply pesticides, herbicides, and other biocides, but only for the control of pests and invasive and noxious plants, provided the chemicals are directed to the target organism, non-target impacts are minimal, and applications are in compliance with all manufacturer's instructions, or as required by Nevada law. Control of any such pests and plants is the responsibility of Grantor, and Grantee shall have no obligation or liability for any such control.
- G.** The right to develop and maintain water resources on the Property, including wastewater storage and pond storage facilities, and stockwater wells, as is necessary or convenient for agricultural, ranching, and other uses consistent with the Conservation Values and in accordance with the Conservation Plan. A windmill or solar panel may be installed to provide power to each stockwater well but must be the minimum size necessary to operate each well.
- H.** The right to repair, reconstruct, maintain, improve, or replace with a functionally equivalent structure, the existing irrigation facilities and access roads needed for agricultural or ranching uses of the Property as identified in Exhibit B or the Baseline Documentation. New roads necessary to access permitted structures, improvements, or water resources may be constructed to minimize impacts on the Conservation Values. An authorized officer of Grantee must approve new proposals or changed designs or locations in advance, in writing.
- I.** The right to use vehicles to travel off of roads across the Property for agricultural or ranching purposes and emergencies, provided that such travel shall be infrequent enough that the vegetation along the travel route retains its essential character.
- J.** The right to repair, reconstruct, maintain, improve, remove, or replace with a functionally equivalent structure, existing structures, fences, gates, corrals, cattle guards, or other improvements identified in Exhibit B or the Baseline Documentation. The right to construct, repair, reconstruct, and maintain agricultural structures, including barns, hay barns, greenhouses and shops within the Agricultural Envelopes identified in Exhibits B and E. To the extent possible, any new improvements on the Property should be located within the Agricultural Envelopes; however, new improvements, including, but not limited to, fences, gates, and cattle guards may be located on the Property outside of the Agricultural Envelopes for agricultural, ranching, or other uses consistent with the Conservation Values and in accordance with the Conservation Plan, upon advanced written approval from an authorized officer of Grantee.
- K.** The right to store, gather, or dispose of agricultural products and byproducts on the Property, including, but not limited to, agricultural refuse, burn piles, and animal remains, so long as it is done in accordance with all applicable laws and regulations. To



the extent possible, storage and disposal of any such products or byproducts should be located within the Agricultural Envelopes,

- L.** The right to maintain and repair existing utilities. An authorized officer of Grantee must approve, in advance, proposed improvements or extensions to the existing utilities, or new utility proposals, including proposed authorizations to third parties. Utilities include water, sewer, electric power, natural gas, fuel, transportation, and communication facilities that must cross or be located on the Property. To the extent possible, any proposed new utility facilities should be located underground and co-located with roads or other existing facilities. Utilities do not include the windmills or solar panels necessary for stockwater wells identified in subsection 3.G.
- M.** The right to engage in and permit others to engage in commercial hunting in compliance with all state and Federal laws and regulations, and in nature-based commercial recreation, both consistent with the Conservation Values and provided such activities do not involve additional permanent structures on the Property. Grantor shall obtain advance approval in writing from an authorized officer of Grantee for any proposed motorized activities or for any proposed temporary placement of structures or improvements.
- N.** The right to engage in and permit others to engage in ecological research on the Property that is consistent with the Conservation Values. If the research is more than merely observational, an authorized officer of Grantee must approve new proposals or changed designs or locations in advance, in writing.
- O.** The right to voluntarily convey a right of public access for non-motorized use, such as for a system of hiking, bicycling, or equestrian trails, to a government or nonprofit entity, consistent with the Conservation Values.
- P.** The right to make a temporary (not to exceed one year) transfer, lease, conveyance, or other severance of those water rights in excess of those needed on an annual basis, if any, for the agricultural, ranching, or other uses consistent with the Conservation Values of the Property. (Refer to subsection 4.B. for the context regarding limitations on the water rights.)
- Q.** The right to conduct or allow non-motorized recreational activities on the Property, including, but not limited to, bird watching, hiking, horseback riding, and picnicking. Grantor shall obtain advance approval in writing from an authorized officer of Grantee for any proposed temporary placement of structures or improvements.
- R.** Except as limited by the terms and conditions of this Conservation Easement, the right to exercise and enjoy all residual rights as owner of the Property, including the right to use the Property for any purpose consistent with this Conservation Easement.
- S.** The right to store operative agricultural related vehicles and equipment used on the Property within the identified Agricultural Envelopes.



4. PROHIBITED USES. The following activities and uses, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the conservation purpose of this Conservation Easement, and are expressly prohibited upon or within the Property. They are set forth to establish specific prohibited uses and to provide guidance in determining the consistency of other activities with the conservation purpose of this Conservation Easement.

A. Division, subdivision, or *de facto* subdivision of the Property, whether by physical or legal process, except that a lease of a portion of the Property for uses consistent with this Conservation Easement shall not be prohibited by this paragraph, nor shall a voluntary conveyance to a government or nonprofit entity for public access expressly permitted in subsection 3.O. be prohibited by this paragraph. Notwithstanding the fact that as of the date of this instrument, the Property might be comprised of separate legal parcels, the terms and conditions of this Conservation Easement shall apply to the Property as a whole, and the Property shall not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate. All development rights, except as expressly permitted in Section 3, that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished, and may not be used or transferred to any other property.

B. Permanent transfer, encumbrance, lease, sale or other severance of the water rights associated with the Property (a list of such rights is attached as Exhibit D and incorporated herein by this reference), except as expressly provided in this paragraph. Grantor shall maintain the existing water rights in good status in accordance with State law for continued uses consistent with the Conservation Values of this Conservation Easement. This covenant not to convey may only be modified or terminated by a court of competent jurisdiction in accordance with principles of law and equity or with the express consent of Grantee. If Grantee so consents to any permanent transfer of water rights, Grantee shall have a first right of refusal or may require conditions such as the substitution of adequate alternative water rights or supply. If Grantee believes at any time that the water rights are in jeopardy due to non-use, Grantee may take action to prevent abandonment or other negative consequences of non-use. Any changes to the water rights identified in Exhibit D, including, but not limited to, changes in the manner or places of use must be consistent with the Conservation Values and in accordance with the Conservation Plan.

C. Construction, relocation, or placement of structures or improvements not described in Exhibit B or the Baseline Documentation, except as expressly provided for in Section 3.

D. Operation of any nonagricultural commercial or industrial uses, except as expressly provided for in subsection 3.M. Specifically, and not exhaustively, under no circumstances shall athletic or recreational fields, golf courses or ranges, shooting ranges, airstrips or helicopter pads, motorized vehicle courses, permanent campgrounds or recreational vehicle parks, or any other improvement or activity inconsistent with current or future agricultural production and the Conservation Values be permitted on the Property.



E. The establishment or maintenance of a commercial feedlot. For purposes of this Conservation Easement, “commercial feedlot” is defined as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this section shall prevent Grantor from seasonally confining livestock into an area for feeding or calving.

F. Industrial or factory type agricultural operations that are characterized by permanent structures or significant use of impervious structures, except as specifically permitted in subsection 3.J. If the contemplated agricultural practices require only temporary placement of structures or impervious material in between rows of crop, Grantor shall obtain advance approval in writing from an authorized officer of Grantee.

G. Manufacturing, industrial, mining or drilling operations. Exploration, development, extraction, severance, or removal of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance or natural resource found or located on, above, or under the Property, or any similar activity on the Property that would or might destroy the natural and scenic characteristics of the Property or the agricultural productivity of the Property, are prohibited, except Grantor shall be entitled to dredge the pond, clean the irrigation ditches, and move, remove, and sell any excess soil, sand, and/or rock generated by such activities from the Property in connection with Grantor’s standard agricultural operations or sound generally accepted agricultural and soil conservation practices in accordance with the Conservation Plan.

H. Grading, excavating, or other permanent changes to the topography of the land, except in connection with the cultivation of crops, agricultural practices otherwise expressly permitted in this Conservation Easement, Grantor’s standard agricultural operations, or other sound generally accepted agricultural practices, such as laser leveling, in accordance with the Conservation Plan. Except as provided in subsections 3.G. and 3.H., the manipulation or alteration, including the diminution, drainage, or rip-rapping of any natural water course on the Property, is prohibited unless approved in advance in writing by an authorized officer of Grantee.

I. Killing, cutting, uprooting, or removal of vegetation protecting or established to protect channel bank stabilization, except in connection with standard agricultural operations or as may be required for fire prevention, maintenance of foot trails, fire lanes, farm roads, other access, existing utilities, and such other uses as may be conducted by Grantor in connection with agricultural operations as described in the Conservation Plan or for the elimination of dead or decadent vegetation caused by insects or disease.

J. Allowing the dumping or accumulation of refuse, trash, hazardous or toxic wastes and materials, debris, inoperative vehicles or equipment, or other unsightly or offensive materials, except as permitted in subsections 3.K. and 3.S., to the extent consistent with standard farming operations and in strict compliance with all applicable Federal, state, and local laws, statutes, rules, regulations, and ordinances. However, this shall not prevent Grantor from storing agricultural products and byproducts on the Property, or from receiving



uncontaminated fill, materials, dirt, soil, sand, or rock for agricultural uses on the Property, so long as it is done in accordance with all applicable government laws and regulations. Notwithstanding anything in this Conservation Easement to the contrary, this prohibition is not intended to make Grantee an owner of the Property, nor does it permit Grantee to control any use of the Property that may result in the storage, dumping, or disposal of hazardous or toxic materials by Grantor; provided, however, that Grantee may bring an action to protect the Conservation Values in accordance with this Conservation Easement. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a “responsible party” under Federal or state statutes.

K. Storage of recreational vehicles and equipment such as motor homes, travel trailers, campers, boats, snowmobiles, etc., except as permitted in subsection 3.S.

L. The placement of residential structures including trailers, mobile homes, manufactured homes, modular buildings, yurts, or other such structures for dwelling, on any part of the Property, except as expressly provided for in subsection 3.D.

M. The placement of towers, antennas, or satellite dishes, except for windmills or solar panels as permitted in subsection 3.G.

N. The placement of signs, billboards, or advertising devices, except: property identification signs, signs to advertise the sale of agricultural products, and real estate signs that advertise the Property for sale or lease. Each sign is not to exceed four (4) feet by four (4) feet in area. At any one time, one (1) of each of the above types of signs may be placed on the Slaughter House Ranch Conservation Easement Area and two (2) of each of the above types of signs (one (1) of each along Genoa Lane and one (1) of each along Foothill Road) may be placed on the Wasson Ranch East Conservation Easement Area. Signs restricting hunting or trespassing, smaller than one (1) square foot, may be placed on the Property. Temporary signs for a period of no longer than six (6) months that advertise political candidates, election issues, or community events may also be placed on the Property. The sign described in subsection 6.E. is permitted. All other signs are prohibited unless approved in advance in writing by an authorized officer of Grantee.

O. Disposal or unlawful storage of hazardous substances or petroleum products pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 USC 9601 *et seq.*, and the Resource Conservation and Recovery Act (“RCRA”), 42 USC 6901 *et seq.*

5. CHANGE OF CONDITIONS. The fact that any use of the Property expressly prohibited by this Conservation Easement, or any other use as determined to be inconsistent with the purpose of this Conservation Easement, may become greatly more economically valuable than the permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by Grantor in granting this Conservation Easement. It is Grantor’s belief that any such changes will increase the benefit to the public of the continuation of this Conservation Easement, and it is the intent of both Grantor and Grantee that there are no changed circumstances justifying the modification, termination, or



extinguishment of this Conservation Easement. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its modification, termination, or extinguishment. Nothing in this paragraph shall prevent Grantor or Grantee from acquiring, through purchase or exchange, rights conveyed or reserved under this Conservation Easement.

6. RIGHTS OF GRANTEE. In accordance with Grantee's Remedies in Section 8, below, to accomplish the purposes of this Conservation Easement, the rights and interests that are granted and conveyed to Grantee by this Conservation Easement include, but are not limited to, the following:

A. Preserve and Protect. Grantee may in perpetuity preserve, protect, identify, monitor, restore, or enforce the restoration of the Conservation Values of the Property.

B. Entry and Access. Representatives and agents of Grantee may make entry upon the Property at reasonable times to monitor Grantor's compliance and otherwise enforce the terms of this Conservation Easement and to monitor the adequacy of the Conservation Plan and its implementation; provided such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, except in cases in which Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation or threatened violation of the Conservation Easement. Grantor is encouraged to accompany the representatives and agents of Grantee during these monitoring events. This Conservation Easement conveys no right of access by the general public to any portion of the Property; however, Grantor may voluntarily convey rights of public access in the future, if Grantor so chooses, consistent with the terms and conditions of this Conservation Easement.

C. Designated Representatives. With the consent of Grantor, Grantee may designate another entity to perform the monitoring required in the terms of this Conservation Easement. Such entity may be another governmental agency, land trust, conservation district, or conservation organization with the appropriate expertise in management of conservation easements consistent with the terms and conditions of this Conservation Easement.

D. Enforcement. Grantee may prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement, and to require and enforce the restoration of such areas or features of the Property that may be impaired, interfered with, or damaged by any inconsistent activity or use performed by or permitted by Grantor.

E. Sign. Grantee and Grantor shall have the right, but not the obligation, to erect a sign on each conservation easement area indicating that the Property is subject to a conservation easement. If erected, each sign shall state the Conservation Easement does not grant the public a right of access or entry to the Property, unless Grantor subsequently grants such public access. Each sign shall be of a mutually approved design not exceeding four feet by four feet in size, and shall be placed in a mutually approved location.



7. PRIOR NOTICE AND APPROVAL

A. Prior Notice. Where required in this Conservation Easement, Grantee has the right to require Grantor to submit proposals for advanced approval by an authorized officer of Grantee. This is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purposes of this Conservation Easement. Grantor shall not undertake or permit any activity requiring prior approval by Grantee without first having notified and received approval from Grantee as provided herein. Whenever notice is required, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe all aspects of the proposed activity, including the location, design, materials or equipment to be used, dates and duration, and any other relevant information regarding the proposed activity, in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement.

B. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request for approval providing adequate information to evaluate the proposed activity. Grantee's approval may be withheld only upon reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Conservation Easement, or if additional information is necessary to evaluate the proposed action. If, in the opinion of Grantee, it is possible that the proposed activity can be modified to be consistent with this Conservation Easement, Grantee shall inform Grantor of the manner in which the proposed activity may thereafter be conducted. Should Grantee fail to post its response to Grantor's notice within forty-five (45) days of its receipt of notice or within forty-five (45) days of the time that Grantee has received adequate information to evaluate the proposed activity, whichever is later, the proposed activity is automatically deemed consistent with the terms of the Conservation Easement, Grantee having no further right to object to the activity identified by such notice as long as it is conducted in full compliance with the information in Grantor's notice.

C. Contact Information. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and delivered: (1) personally; (2) sent by certified mail, return receipt requested, postage prepaid; or (3) sent by next-business-day delivery where receipt is provided. Notices shall be addressed as follows:

To Grantor: Ranch No. 1 Limited Partnership
 P.O. Box 72
 Genoa, Nevada 89411

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To Grantee: Field Manager
USDI – Bureau of Land Management
Sierra Front Field Office
5665 Morgan Mill Road
Carson City, Nevada 89701

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

8. GRANTEE’S REMEDIES. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution. In evaluating whether a particular use of the Property conflicts, impairs, or interferes with the Conservation Values, both the magnitude and duration of the actual and expected effect on the Conservation Values will be taken into account. The prohibited uses of the Property expressly set forth in Section 4 are in conflict with the Conservation Values of this Conservation Easement. In the event that Grantee and Grantor cannot resolve any dispute hereunder, the provisions of this Conservation Easement are enforceable by Grantee, its successors or assigns, through all remedies available at law or in equity.

A. Notice of Violation. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If Grantor fails to cure the violation within a reasonable timeframe as specified by Grantee, after receipt of notice thereof from Grantee, or fails to continue diligently to cure such violation until finally cured, Grantee may seek injunctive relief as set forth herein.

B. Injunctive Relief. Where irreparable harm may occur, Grantee, in its sole judgment, may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

C. Damages. Grantee shall be entitled to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor’s liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

D. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, or to prevent a material breach or extinguishment of the Conservation Easement, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.



E. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The parties agree that Grantee's remedies at law for any violation of the terms of this Conservation Easement may be inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Costs of Enforcement. In any action, suit, or other proceeding undertaken to enforce the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses including attorneys' and experts' fees as allowed by law, and if such prevailing party recovers judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. In addition, in the event Grantee prevails in any such action that results in an order directing Grantor to undertake restoration, then Grantor shall bear all costs thereof.

G. Grantee's Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement, or any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. The failure of Grantee to discover a violation or to take immediate legal action shall not be deemed or construed to be a waiver of the Grantee's rights nor bar Grantee from taking such action at a later time.

H. Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed the Conservation Easement. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defenses it may have against Grantee or its successors in interest under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, adverse possession, or prescription.

I. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm, and natural earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; provided that Grantor shall notify Grantee of such change in the Property and any emergency actions taken by Grantor.



9. COSTS, LIABILITIES, AND INDEMNIFICATION

A. Costs Incident of Ownership. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantee shall have no obligation for the upkeep or maintenance of the Property. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor; provided that nothing in this section shall prohibit Grantor from recording a deed of trust against the Property to secure Grantor's indebtedness as long as such deed of trust shall remain subordinate to this Conservation Easement.

B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have no obligation to pay any taxes levied on or assessed against the Property.

C. Indemnification. Grantor shall hold harmless, indemnify, and defend Grantee its officers, employees, agents, representatives, and contractors, its successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, fines, costs, losses, damages, expenses, causes of action, claims, demands, or judgments of any kind or nature arising from the past, present, and future acts or omissions of Grantor or its employees, agents, contractors, or lessees (collectively "Grantor et al."), including, without limitation, reasonable attorneys' and experts' fees arising from or in any way connected with Grantor et al.'s uses, occupancy, or operation on the Property which has already resulted or does hereafter result in: (1) violations of Federal, state, or local laws or regulations that are now, or may in the future become, applicable to the Property; (2) judgments, claims, or demands of any kind against the Indemnified Parties, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (3) costs, expenses, or damages of any kind against the Indemnified Parties, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (4) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (5) the breach by Grantor et al. of any of its obligations set forth in this Conservation Easement; (6) the existence or administration of the Conservation Easement; (7) the existence or release or threatened release off, on, into, or under the Property of any hazardous waste(s) or substance, petroleum products, or other contaminants as they are now and may hereafter be defined under any local, state, or Federal statute, law or regulations, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (8) activities by which solid or hazardous substances or waste or petroleum products, as defined by Federal or state laws are generated, released, stored, used or otherwise disposed of on the Property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substances or wastes or petroleum products, unless due to the negligence or willful misconduct of any of the Indemnified Parties; or (9) natural resource damages as defined by Federal or state law.



Grantor's obligations under this section shall not apply with respect to any such hazardous waste or substance, petroleum products, or other contaminants released on the Property by any of the Indemnified Parties.

10. SUBSEQUENT INTERESTS IN TITLE. This Conservation Easement is an interest in real property and runs with the Property in perpetuity. Grantor may transfer the Property or the remaining rights in the Property subject to the terms and conditions of this Conservation Easement. Grantor agrees to incorporate the terms and conditions of this Conservation Easement in any deed or other legal instrument by which it divests itself of any remaining interests or a right of use in all or a portion of the Property, including, without limitation, a mortgage or a leasehold interest or permit, and to attach a copy of this Conservation Easement to any such instrument. Grantor further agrees to give written notice to Grantee of the transfer of any remaining rights or interests to the Property at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest of Grantor, by acceptance of a deed, lease, or other document purporting to convey any remaining interest in all or any portion of the Property, shall be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

If Grantee assigns its interest under this Conservation Easement, Grantee shall provide Grantor written notice of such intention, and shall allow Grantor to comment and suggest an appropriate assign. Assignment must be to an entity qualified to hold a conservation easement under NRS Section 111.410.

11. GENERAL PROVISIONS.

A. Controlling Law. The laws of the United States of America and the State of Nevada shall govern the interpretation and performance of this Conservation Easement.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of protecting the Conservation Values and the purpose of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render the provision invalid.

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

D. Entire Agreement. The instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations,



understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Joint Obligations. The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

G. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, Grantor and all of Grantor's successors and assigns, and Grantee and all of Grantee's successors and assigns.

H. Third Party Right of Enforcement. This Agreement does not and is not intended to confer any rights or remedies upon any person or party other than Grantor and Grantee, and their successors and assigns.

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

J. Captions. The captions in this instrument have been inserted solely for convenience of reference, are not a part of this instrument, and shall have no effect upon construction or interpretation.

K. Perpetual Duration. This Conservation Easement shall constitute a covenant and servitude running with the Property in perpetuity. Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to such party's respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

12. EXHIBITS. The following exhibits are attached hereto and incorporated into this Conservation Easement:

- Exhibit A: Legal Description of the Property and Acceptable Encumbrances
- Exhibit B: Property Maps
- Exhibit C: Acknowledgement of the Baseline Documentation and Conservation Plan
- Exhibit D: Water Rights
- Exhibit E: Legal Descriptions of Agricultural Envelopes and Roads to Agricultural Envelopes



EXHIBIT A

RANCH NO. 1-GENOA CONSERVATION EASEMENT
LEGAL DESCRIPTION OF THE PROPERTY AND ACCEPTABLE ENCUMBRANCES

WASSON RANCH EAST CONSERVATION EASEMENT AREA

All that certain real property situate within a portion of the South One-Half (S 1/2) of Section 10, and a portion of the North One-Half (N 1/2) of Section 15, Township 13 North, Range 19 East, M.D.M., County of Douglas, State of Nevada, being a portion of Adjusted Parcel A and a portion of Adjusted Parcel B as described in that certain Boundary Line Adjustment Quitclaim Deed recorded in Book 0113 at Page 2541 as Document Number 0816020 and shown on that certain Record of Survey in Support of a Boundary Line Adjustment for Ranch No. 1 Limited Partnership recorded in Book 0113 at Page 1998 as Document Number 815925, both Official Records of the County of Douglas, State of Nevada, being more particularly described as follows:

BEGINNING at the southerly most corner of said Adjusted Parcel B, said point lying on northeasterly Right-of-Way line of Foothill Road (State Route 206) as shown on that certain Public Highway Deed, recorded September 19, 1950, in Book Z at Page 279, Deed Records of the County of Douglas, State of Nevada, said point bears South 39°26'51" East, 2044.31 feet from the section corner common to Sections 9, 10, 15 & 16, Township 13 North, Range 19 East, M.D.M.;

THENCE northwesterly along said northeasterly Right-of-Way line of Foothill Road as shown on that certain Public Highway Deed, recorded September 19, 1950, in Book Z at Page 279, and as shown on that certain Public Highway Deed, recorded September 19, 1950, in Book Z at Page 282, both Deed Records of the County of Douglas, State of Nevada, North 27°46'22" West, 2168.96 feet;

THENCE leaving said Right-of-Way line, North 62°12'15" East, 282.73 feet;

THENCE North 32°51'38" West, 231.76 feet;

THENCE North 31°54'12" East, 247.91 feet;

THENCE North 00°38'39" East, 492.60 feet;

THENCE North 68°46'43" West, 47.84 feet;

THENCE North 75°07'06" West, 185.70 feet;

THENCE North 00°38'39" East, 19.13 feet;

THENCE North 38°10'11" East, 257.43 feet to a point on the easterly line of a sanitary sewer easement as shown on that certain Sewer Utility Easement, recorded March 19, 2001, in Book



0301 at Page 4558, as Document Number 0510657, Official Records of the County of Douglas, State of Nevada;

THENCE along said easterly sanitary sewer easement line, North 33°08'05" East, 235.24 feet to a point on the southerly Right-of-Way line of Genoa Lane (State Route 206) as described in that certain Quitclaim Deed recorded December 11, 1986, in Book 1286, at Page 1323, as Document No. 146506, Official Records of the County of Douglas, State of Nevada;

THENCE easterly along said southerly Right-of-Way line, South 70°50'24" East, 97.96 feet;

THENCE South 19°09'36" West, 1.77 feet to a point on the southerly Right-of-Way line of Genoa Lane (State Route 206) as described in that certain Public Highway Deed recorded April 15, 1940, in Book V, at Page 415, Deed Records of the County of Douglas, State of Nevada;

THENCE easterly along said southerly Right-of-Way line, South 70°38'21" East, 400.50 feet to an angle point;

THENCE continuing along said southerly Right-of-Way line, South 70°54'21" East, 2345.35 feet to the intersection of the easterly line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 10;

THENCE leaving said Right-of-Way line, southerly along said easterly line, South 00°44'03" West, 939.56 feet to the Northeast corner of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 15;

THENCE southerly along the easterly line of said West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 15, South 00°29'19" West, 1318.49 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 15;

THENCE westerly along the South line of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 15, North 89°36'15" West, 658.07 feet to the Center North 1/16 (CN1/16) corner of said Section 15;

THENCE westerly along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 15, North 89°36'23" West, 1316.31 feet to the Northwest 1/16 (NW1/16) corner of said Section 15;

THENCE southerly along the Easterly line of the Southwest 1/4 of the Northwest 1/4 of said Section 15, South 00°34'55" West, 254.03 feet to the intersection of the northeasterly Right-of-Way line of said Foothill Road being the **POINT OF BEGINNING** and the end of this description.

Containing 167.04 acres, more or less.



SLAUGHTER HOUSE RANCH CONSERVATION EASEMENT AREA

All that certain real property situate within a portion of Section 10, Township 13 North, Range 19 East, M.D.M., County of Douglas, State of Nevada, being more particularly described as follows:

Parcels 1 and 2 of Map of Division into Large Parcels, LDA 06-053, for RANCH NO. 1 LIMITED PARTNERSHIP, accordingly to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada on October 9, 2008 as File No. 731224, Official Records.

Excluding therefrom the southerly 5.00 feet of said Parcels 1 and 2 dedicated as public right of way per said Map of Division into Large Parcels.

Containing 104.04 acres, more or less.

SUBJECT TO:

1. Water rights, claims or title to water, whether or not recorded.
2. Any shortage in land, disputes in boundary lines or anything that an accurate survey by a licensed surveyor may disclose.
3. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on the Division of Land Map, recorded October 9, 2008, in Book 1008, Page 1233 as Document No. 731224, Official Records of Douglas County, Nevada, referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.

NOTE: Mention is hereby made that the Grant of Easement for Underground Utility Facilities recorded on May 10, 2006, in Book 0506, Page 3953, as Document No. 0674511, has been relinquished by document recorded on November 21, 2012, in Book 1112, Page 5897, as Document No. 813274, Official Records of Douglas County, Nevada.

4. Rights and easements for commerce, navigation and fishery lying within Brockliss Slough.
5. Covenants, conditions and restrictions as set forth in an instrument, recorded on October 9, 2008, in Book 1008, Page 1234 as Document No. 731225, Official Records of Douglas County, Nevada; but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Reference is hereby made to said document for particulars.
6. Acquisition Agreement for Easements executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, dated March 29, 2012, by



and between Ranch No. 1 Limited Partnership and Douglas County Redevelopment Agency, a political subdivision of the State of Nevada, recorded on April 30, 2012, in Book 0412, Page 8041 as Document No. 801622, Official Records of Douglas County, Nevada.

Assignment Agreement executed by and between the parties named therein, subject to the terms, covenants and conditions provided, by and between Douglas County Redevelopment Agency (Assignor), a political subdivision of the State of Nevada, and the Town of Genoa (Assignee), an unincorporated town, recorded on April 10, 2013, in Book 0413, Page 2702 as Document No. 821433, Official Records of Douglas County, Nevada.

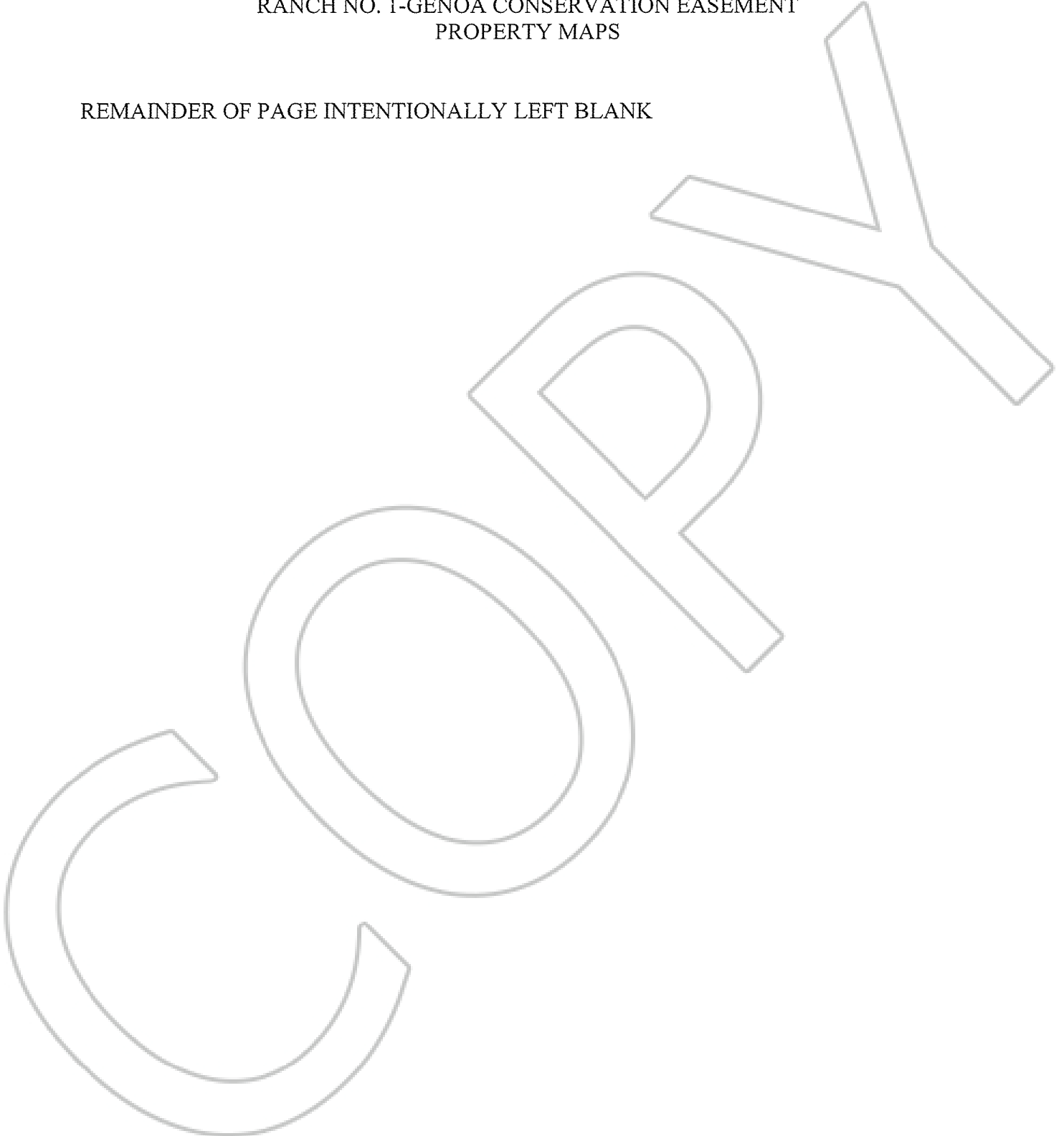
7. Easement for public recreational uses and purposes, water facilities and appurtenant facilities, including but not limited to, the right to access, construct, maintain and use the property for recreational trails, kiosks and other public facilities or buildings, and incidental purposes, granted to Douglas County Redevelopment Agency, a political subdivision of the State of Nevada, by Ranch No. 1 Limited Partnership, recorded on April 30, 2012, in Book 0412, Page 8256 as Document No. 801652, Official Records of Douglas County, Nevada.
8. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Douglas County, State of Nevada on January 9, 2013, in Book 113, Page 1998 as Document No. 815925, Survey Map No. 815925, and that certain Certificate of Amendment recorded January 15, 2013, in Book 113, Page 3560, as Document No. 816239, Official Records, Douglas County, Nevada.
9. Easement to construct, operate, add to, modify, maintain and remove aboveground and/or underground electric line systems and purposes incidental thereto, granted to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy, by Ranch No. 1 Limited Partnership, recorded on November 22, 2013, in Book 1113, Page 5088, as Document No. 0834462, Official Records of Douglas County, Nevada.



EXHIBIT B

RANCH NO. 1-GENOA CONSERVATION EASEMENT
PROPERTY MAPS

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**Ranch No. 1-Genoa Conservation Easement
Wasson Ranch East Conservation Easement Area**



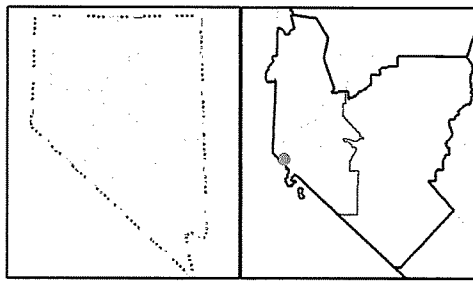
USDA and FS Personnel

Legend

-  Candy Dance Parking Area
-  Wasson Agricultural Envelope
-  Wasson Ranch East Conservation Easement Area

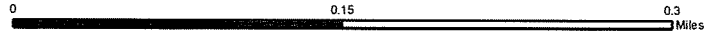
T 13N, R 19E, Sec 10, 15

Map Produced by: ADC
May 22, 2013, edited by DJW
Oct 25, 2013



United States Department of the Interior
Bureau of Land Management
Carson City District Office
5665 Morgan Mill Rd.
Carson City, NV. 89701
(775) 885-6000

No Warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.



BLM

BK 614
PG-3944





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Ranch No. 1 - Genoa Conservation Easement Slaughter House Ranch Conservation Easement Area

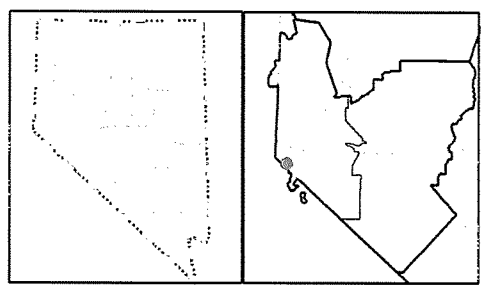
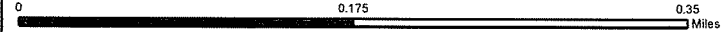


USDA and FS Personnel

- Legend**
-  Slaughter House Agricultural Envelope
 -  Slaughter House Ranch Conservation Easement Area

T 13N, R 19E, Sec 10

Map Produced by: ADC
May 22, 2013, edited by DJW
Oct 25, 2013



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BLM

BK 614
PG-3945



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EXHIBIT C

RANCH NO. 1-GENOA CONSERVATION EASEMENT
ACKNOWLEDGEMENT OF THE BASELINE DOCUMENTATION
AND CONSERVATION PLAN

Grantor and Grantee acknowledge that each has been provided a copy and has read the Baseline Documentation Report dated June 3, 2014, and that the Report accurately reflects the condition of the Property subject to the Conservation Easement as of the date of this Conservation Easement Deed.

Grantor and Grantee will keep the copies of the Baseline Documentation Report available in their respective files, and Grantor agrees to provide a copy to any successor in interest to the Property. Grantor and Grantee agree that if a discrepancy between the copies is discovered in the future, the Grantee's copy filed in the Grantee's records under Serial Number NVN 088189 will be considered the official copy for the purpose of conclusive evidence of the existing condition of the Property at the time of this Conservation Easement Deed.

Grantor and Grantee acknowledge that each has been provided a copy and has read the Conservation Plan dated October 28, 2013, and that the Conservation Plan is current as of the date of this Conservation Easement Deed.

GRANTOR:

RANCH NO. 1 LIMITED PARTNERSHIP, a Nevada limited partnership

By: Lisa A. Lekumberry

Name: Lisa A. Lekumberry

Title: Trustee of Giovacchini Family 1989 Trust A, General Partner

GRANTEE:

THE UNITED STATES OF AMERICA
Department of the Interior, Bureau of Land Management

By: [Signature]

Name: Leon Thomas

Title: Field Manager, Sierra Front Field Office



EXHIBIT D

RANCH NO. 1-GENOA CONSERVATION EASEMENT
LIST OF WATER RIGHTS

Nevada State Engineer's Reference No.	Status	Source	Point of Diversion	Place of Use	Approximate Irrigated Acres
Application No. 29938	Certificate	Walley's Channel	NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 15, T13N, R19E, MDBM	NW $\frac{1}{4}$ NW $\frac{1}{4}$, sec. 15	6.17
				NE $\frac{1}{4}$ NW $\frac{1}{4}$, sec. 15	23.63
				SE $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 15	30.51
				SW $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 15	1.0
				NE $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 15	1.24
				NW $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 15	23.92
				NE $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 15	.83
				SW $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 15, T13N, R19E, MDB	16.29
Application No. 664 DCR	Decreed	West Fork of the Carson River	SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 15, T13N, R19E, MDBM	SW $\frac{1}{4}$ NE $\frac{1}{4}$, sec. 10	7.66
				NE $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 10	0.83
				NE $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 10	1.28
				NW $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 10	3.24
				NW $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 10	21.84
				SW $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 10	0.04
				SW $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 10, T13N, R19E, MDBM	5.11
Application No. 665 DCR	Decreed	West Fork of the Carson River	SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 15, T13N, R19E, MDBM	SW $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 10	14.51
				SE $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 10	1.25
				NW $\frac{1}{4}$ NE $\frac{1}{4}$, sec. 15	5.86
				NE $\frac{1}{4}$ NW $\frac{1}{4}$, sec. 15	1.36
				NE $\frac{1}{4}$ NW $\frac{1}{4}$, sec. 15, T13N, R19E, MDBM	14.39

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EXHIBIT E

RANCH NO. 1-GENOA CONSERVATION EASEMENT
LEGAL DESCRIPTIONS OF AGRICULTURAL ENVELOPES AND ROADS TO
AGRICULTURAL ENVELOPES

WASSON RANCH EAST AGRICULTURAL ENVELOPE

All that certain real property situate within a portion of the South One-Half (S 1/2) of Section 10, Township 13 North, Range 19 East, M.D.M., County of Douglas, State of Nevada, being a portion of Adjusted Parcel A and a portion of Adjusted Parcel B as described in that certain Boundary Line Adjustment Quitclaim Deed recorded in Book 0113 at Page 2541 as Document Number 0816020 and shown on that certain Record of Survey in Support of a Boundary Line Adjustment for Ranch No. 1 Limited Partnership recorded in Book 0113 at Page 1998 as Document Number 815925, both Official Records of the County of Douglas, State of Nevada, being more particularly described as follows:

BEGINNING at a point that bears North 57°11'24" East, 952.05 feet from the section corner common to Sections 9, 10, 15 & 16, Township 13 North, Range 19 East, M.D.M.;

THENCE North 23°00'13" East, 417.00 feet;

THENCE South 66°59'47" East, 313.00 feet;

THENCE South 23°00'13" West, 417.00 feet;

THENCE North 66°59'47" West, 313.00 feet to the **POINT OF BEGINNING** and the end of this description.

Containing 3.00 acres, more or less.

WASSON RANCH EAST ROAD TO AGRICULTURAL ENVELOPE

All that certain real property situate within a portion of the South One-Half (S 1/2) of Section 10, Township 13 North, Range 19 East, M.D.M., County of Douglas, State of Nevada, being a portion of Adjusted Parcel B as described in that certain Boundary Line Adjustment Quitclaim Deed recorded in Book 0113 at Page 2541 as Document Number 0816020 and shown on that certain Record of Survey in Support of a Boundary Line Adjustment for Ranch No. 1 Limited Partnership recorded in Book 0113 at Page 1998 as Document Number 815925, both Official Records of the County of Douglas, State of Nevada, being more particularly described as follows:

A strip of land, 20.00 feet in width, lying 10.00 feet on both sides of the following described centerline;



BEGINNING at the southwest corner of the aforementioned agricultural envelope, said point bears North 57°11'24" East, 952.05 feet from the section corner common to Sections 9, 10, 15 & 16, Township 13 North, Range 19 East, M.D.M.;

THENCE South 80°33'16" West, 265.43 feet to an angle point of the westerly line of the aforementioned conservation easement area and the end of this description.

The sidelines of the above described strip of land shall be extended to terminate at the southerly and westerly line of the said agricultural envelope and said westerly line of the conservation easement.

SLAUGHTER HOUSE RANCH AGRICULTURAL ENVELOPE

All that certain real property being a portion of Parcel 1 of Map of Division into Large Parcels, LDA 06.053, for RANCH No. 1 LIMITED PARTNERSHIP, accordingly to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada on October 9, 2008 as File No. 731224, Official Records, situate within a portion of Section 10 Township 13 North, Range 19 East, M.D.M., County of Douglas, State of Nevada, being more particularly described as follows:

BEGINNING at the intersection of the easterly line of said Parcel 1 and the northerly line of the 5.00 feet of said Parcel 1 dedicated as public right of way per said Map of Division into Large Parcels;

THENCE along said northerly right of way line, North 71°45'38" West, 519.57 feet to the westerly line of said Parcel 1;

THENCE leaving said right of way line along said westerly line, North 00°02'55" West, 532.05 feet to an angle point of said line;

THENCE leaving said line, North 89°34'34" East, 260.50 feet, more or less, to the top of bank of the Lower Brockliss Slough;

THENCE southeasterly along the top of bank of said Lower Brockliss Slough the following 4 courses, more or less;

1. South 29°30'00" East, 90.00 feet;
2. South 53°20'00" East, 200.00 feet;
3. South 37°40'00" East, 132.00 feet;
4. South 14°38'24" East, 136.70 feet to the said easterly line of Parcel 1;



THENCE southerly along said easterly line, South 18°16'20" West, 276.00 feet to the **POINT OF BEGINNING** and the end of this description.

Containing 6.79 acres, more or less.

