

Assessor's Parcel Number: 1219-10-002-065
(parcel 3)

Date: OCTOBER 6, 2016

Recording Requested By:

Name: CYNTHIA GREGORY, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

E02

**DEED OF CONVEYANCE AND
GRANT OF EASEMENT #2016.233**
(Title of Document)

FILED

NO. 2016-233

2016 OCT -6 PM 3:33

DOUGLAS COUNTY
CLERK

BY [Signature] DEPUTY

**DEED OF CONVEYANCE AND
GRANT OF EASEMENT
WITH RIGHTS OF REVERSION;
DECLARATION OF
RIGHTS AND RESPONSIBILITIES**

THIS INDENTURE WITNESSETH: That for a valuable consideration, receipt of which is hereby acknowledged, Jeffrey S. Wass and Jodi Paige Wass, Trustees of the Jeff and Jodi Wass Family Trust (J.S.W.'S - Sp) dated February 5, 2008 as to an undivided 58% interest and Michael R. McAllister, trustee of the Michael McAllister 2000 Trust Agreement dated March 29, 2000 as to an undivided 42% interest (hereinafter, collectively the "Grantor"), do hereby grant and convey to Douglas County, a political subdivision of the State of Nevada, acting by and through its Board of Commissioners (the "Grantee"), all that real property in the County of Douglas, State of Nevada, bounded and described herein together with certain easements described herein and subject to the terms, conditions and right of reversion set forth herein.

The consideration contained in this instrument is based on the following factual recitals which constitute a material part of this agreement:

A. Grantors own an improved parcel of land in the County of Douglas, State of Nevada, located at and commonly known as 261 Sierra Country Circle, bearing APN 1219-10-002-064 (formally APN 1219-10-002-062 and subsequently 1219-10-002-063) (hereinafter, the "Property");

B. The Parties acknowledge Grantor's Property is restricted by and subject to conditions set forth in that certain "Deed of Conservation Easement and Covenant Restricting Transfer of Water Rights" recorded March 28, 1996 as Document No. 384281, and re-recorded April 30, 1996 as Document No. 386602, which such document has been modified contemporaneously herewith to change to boundaries of the burdened property;

C. The parties entered into a "Land Acquisition Agreement" approved by the Board of County Commissioners on September 3, 2015 and recorded September 8, 2015 as Document No. 2015-869318 in the Douglas County Official Records, that provided the basis for that certain development application (DA) 15-081 for Zoning Map Amendment, modification to Planned Development (PD) 15-003 of Sierra Country Estates, and (LDA) 15-029 for Tentative Map, which application was approved as set forth in Douglas County Ordinance Number 2016-1453 adopted February 4, 2016 and which became effective on the 18th day of February, 2016 (hereinafter, the "Development Application"). The Land Acquisition Agreement contains the terms and conditions for the transfer of property interests granted herein conditioned on performance of certain obligations by the Grantee and providing for a right of reversion to Grantor on conditions subsequent;

D. Pursuant to the Development Application, the parties have prepared and executed the "Parcel Map for Jeff and Jodi Wass Family Trust and Michael McAllister 2000 Trust Agreement" filed for record ~~September~~ 3, 2016 in the office of Recorder, Douglas County, Nevada as

October

Document No. 8885109 (hereinafter, the “Parcel Map”) and depicting the interests conveyed herein and the remainder parcel, and is referenced and incorporated herein.

E. The parties are desirous of conveying the interests described herein and defining the present and future rights and obligations of the parties regarding the same as set forth below.

NOW, THEREFORE, Grantors hereby grant, bargain and sell to Grantee the following property in the County of Douglas, State of Nevada, commonly referred to as Parcel 3 depicted on the Parcel Map and easements (hereinafter, collectively the “Premises”) subject to the rights and reservations of record and terms and conditions herein, which is particularly described as:

See, Exhibit “A” attached hereto and incorporated herein by reference.

Together with:

An exclusive easement for domestic water pipeline, power and telemetry purposes, twenty feet (20') in width, from the subject Parcel 3 to Parcel 2 as depicted in the Parcel Map, and as more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference. Grantee shall provide Grantor notice prior to and shall coordinate with Grantor any installation, repair, replacement or maintenance of the pipeline so as to prevent or minimize any interference with the agricultural uses of the Property by Grantors and any pipe, conduit or other facility shall be buried at such a depth so as to not interfere with agricultural operations, including plowing, seeding or installation of drainage facilities for irrigation.

Together with:

An easement for wellhead protection and agricultural setback purposes comprised of an area of land of a 150' radius centered on the Well located within said Parcel 3 as set forth and depicted in Exhibit B, subject to the condition that Grantee shall install and continuously maintain a livestock fence along the entire boundary thereof adequate to prevent animal grazing within the wellhead protection easement granted herein. Further, Grantee agrees to indemnify, defend, waives, releases and holds harmless Grantor from and against all claims by any person for contamination of the wellheads from any cause, excluding the intentional or wilful actions of Grantor, so long as such easement exists or until such time that the easement reverts to Grantor as described herein.

This grant of the Premises described herein is expressly conditioned on, and Grantee shall have and hold the Premises so long as, the Premises are being used for the purposes stated herein and the active production of domestic water serving the residential development known as Sierra County Estates; provided, further, that if Grantee shall fail to comply with any of the obligations or conditions herein described or the Premises are used for any purpose other than those specified herein or should Grantee fail to produce and use domestic water from the Well located within Parcel

3 for a period of five (5) years, then the Premises as described herein shall be deemed abandoned and revert to the Grantor, or their successors in interest, heirs and assigns, and Grantor shall have the right without further condition to take sole possession and title ownership of the Premises conveyed herein and any improvements thereon. As an additional condition to the grant of the Premises herein, Grantee agrees that it shall not transfer, assign, grant, sell, hypothecate, or convey any interest in or to any part of the Premises to any other person or entity (excluding any duly formed successor water district) and any such action shall be void *ab initio* and of no force or effect, which such action shall be a breach of condition subsequent and give rise to Grantor's rights of reversion as defined herein.

Upon the occurrence of any event of reversion, Grantor shall provide 30 days written notice to Grantee of the event of reversion, whereupon Grantee shall, upon or before expiration of said 30 day period, execute and deliver to Grantor a deed conveying the Premises back to Grantor. Grantor shall record said deed whereupon Grantor's reversion of the Premises shall be deemed complete without further condition or act.

The conditions described herein and the right of reversion retained by Grantor herein shall be deemed covenants running with the land for the benefit of Grantor and their successors in interest, heirs, devisees, executors, administrators and assigns. The estate granted herein is expressly limited to the interests described and nothing herein shall be deemed to convey any water rights that may otherwise be appurtenant to the Property or the Premises, or any other right, title or interest thereto not expressly provided for in this grant instrument.

Dated this 14th day of September, 2016.

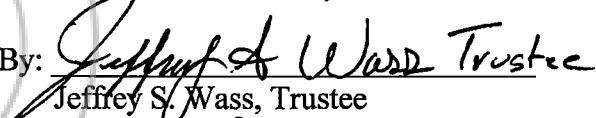
"Grantee"

Douglas County, a political subdivision of the State of Nevada

By: 

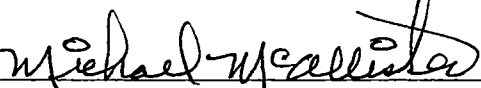
"Grantor"

Jeff and Jodi Wass Family Trust dated 2/5/08

By: 
Jeffrey S. Wass, Trustee

By: 
Jodi P. Wass, Trustee

Michael McAllister 2000 Trust

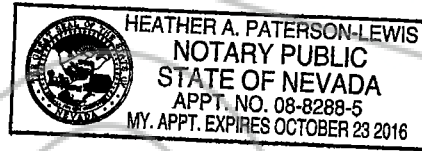
By: 
Michael McAllister, Trustee

[NOTARY ACKNOWLEDGMENTS ON NEXT PAGE]

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On September 13, 2016, before me, a notary public, personally appeared Jeffrey S. Wass and Jodi P. Wass, personally known (or proved) to me to be the Trustees of the Jeff and Jodi Wass Family Trust dated February 5, 2008, and the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

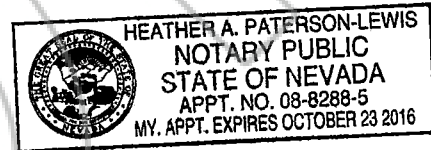
Heather A. Paterson Lewis
Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On September 14, 2016, before me, a notary public, personally appeared Michael McAllister, personally known (or proved) to me to be the Trustee of the Michael McAllister 2000 Trust Agreement, and the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

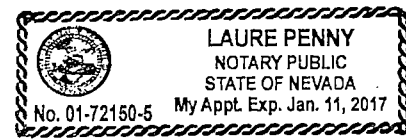
Heather A. Paterson Lewis
Notary Public



STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On October 11, 2016, before me, a notary public, personally appeared Douglas Johnson, personally known (or proved) to me to be the Chairman of the Board of County Commissioners for Douglas County, Nevada, and the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Laure Penny
Notary Public



**DESCRIPTION
PUBLIC FACILITY PARCEL NO. 3**

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

A parcel of land located within a portion of Section 10, Township 12 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at an angle point on the easterly line of Adjusted Parcel B as shown on the Record of Survey to Support a Boundary Line Adjustment for The Tomerlin Trust UAD, & The William R. Tomerlin Trust filed for record March 26, 2007 in the office of Recorder, Douglas County, Nevada in Book 307, at Page 8127, as Document No. 697757, being the intersection of the westerly line of Foothill Road and the northerly line of Reflection Court;

thence North $80^{\circ}52'35''$ West, 1344.49 feet to the southeasterly corner of Public Facility Parcel No. 3, the POINT OF BEGINNING;

thence WEST, 65.00 feet;

thence NORTH, 208.56 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 533.00 feet, central angle of $02^{\circ}09'33''$, arc length of 20.09 feet and chord bearing and distance of North $84^{\circ}44'02''$ East, 20.08 feet;

thence SOUTH, 145.41 feet;

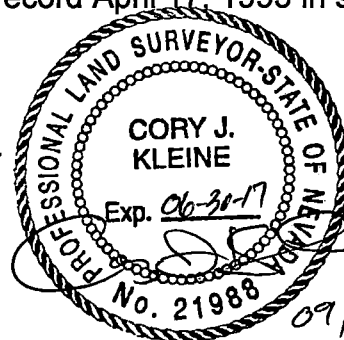
thence EAST, 45.00 feet;

thence SOUTH 65.00 feet to the POINT OF BEGINNING, containing 7,113 square feet (0.16 acres), more or less.

SUBJECT TO a portion of an easement for wellhead protection purposes having a 150' radius centered on the well contained within said Parcel No.3 and whose location bears North $47^{\circ}56'32''$ East, 20.27 feet, more or less, from the southwest corner of said parcel No 3.

The Basis of Bearing of this description is South $18^{\circ}39'15''$ East, the westerly right-of-way line of Foothill Road as shown on the Record of Survey to Support a Boundary Line Adjustment for the William R. Tomerlin Trust filed for record April 17, 1995 in said office of Recorder as Document No. 360223.

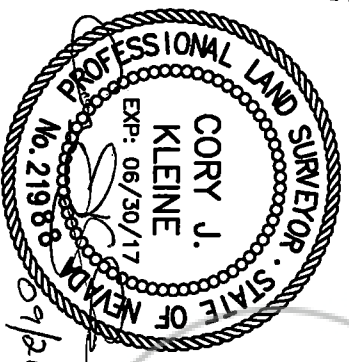
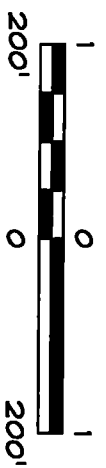
Prepared By: R.O. ANDERSON ENGINEERING, INC.
Cory J. Kleine, P.L.S. 21988
P.O. Box 2229
Minden, Nevada 89423



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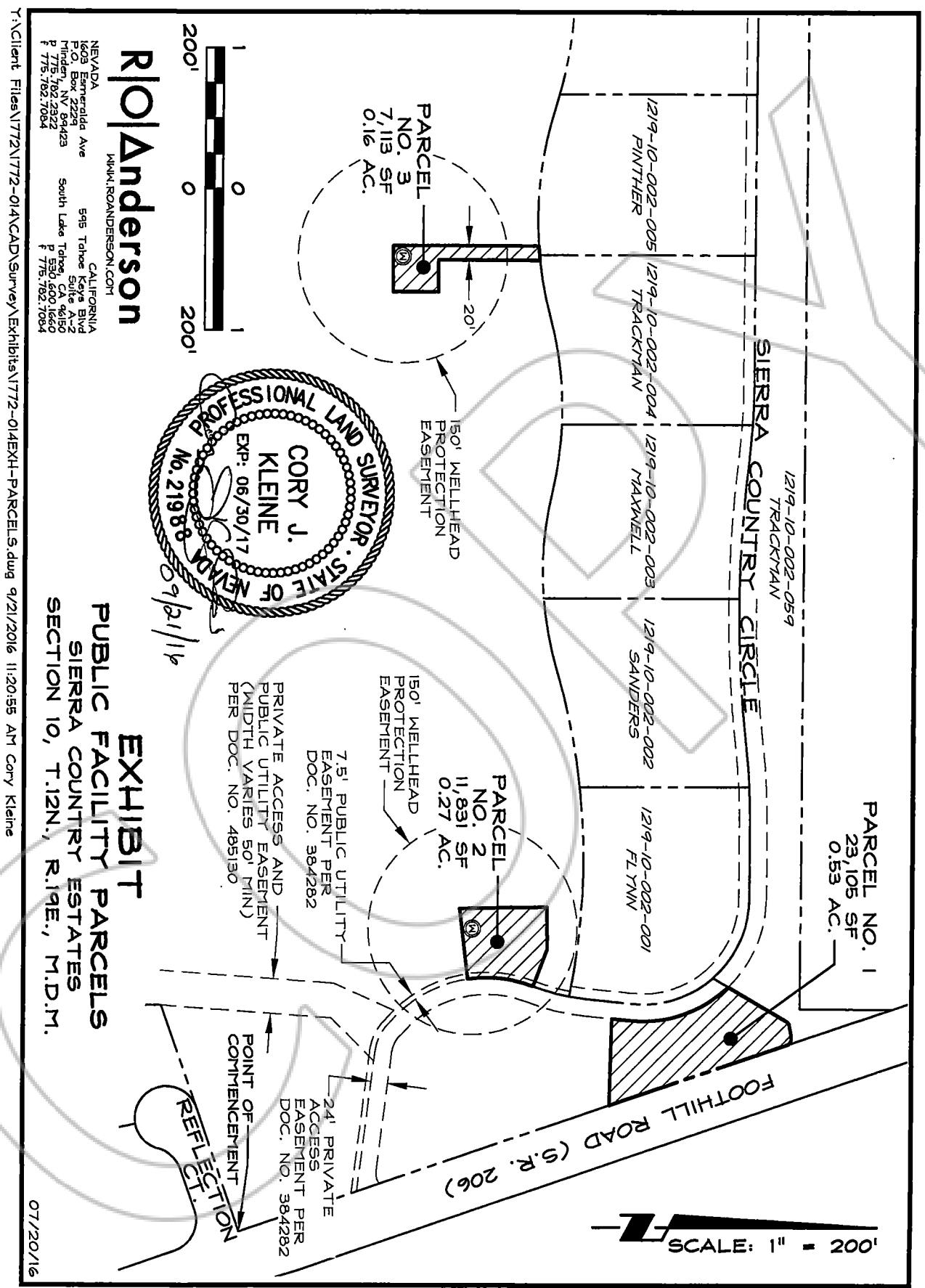
R/O Anderson
MIMI.ROANDERSON.COM



09/21/16

EXHIBIT
PUBLIC FACILITY PARCELS
SIERRA COUNTRY ESTATES
SECTION 10, T.12N., R.19E., M.D.M.

07/20/16



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**DESCRIPTION
20' DOUGLAS COUNTY UTILITY EASEMENT**

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

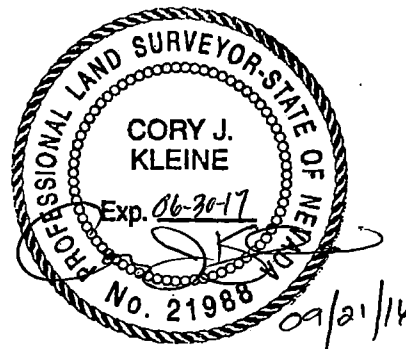
A strip of land for Utility Easement purposes extending between the westerly line of Parcel 2 and the easterly line of Parcel 3 as shown on the Parcel Map for Jeff & Jodi Wass Family Trust & Michael McAllister 2000 Trust Agreement filed for record October 3rd, 2016 in the office of Recorder, Douglas County, Nevada as Document No. 2016-88851A, more particularly described as follows:

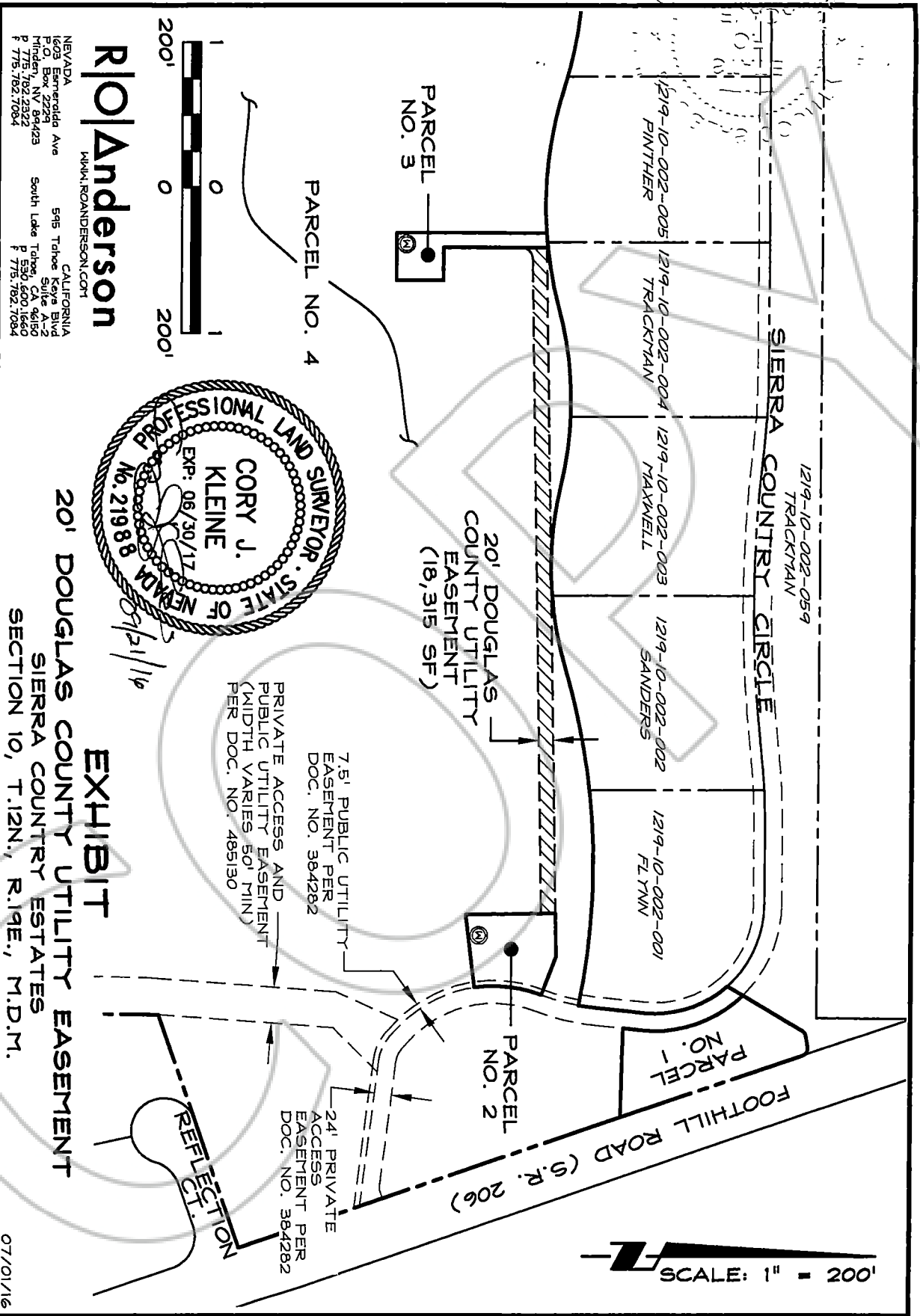
BEGINNING at the northwest corner of said Parcel 2;

thence along said westerly line of parcel 2, South 01°04'20" East, 20.00 feet;
thence South 88°55'40" West, 898.62 feet;
thence along the arc of a curve to the left, having a radius of 15.00 feet, central angle of 88°55'40" and arc length of 23.28 feet to a point on said easterly line of Parcel 3;
thence along said easterly line of Parcel 3, NORTH, 34.44 feet;
thence North 88°55'40" East, 913.25 feet to the POINT OF BEGINNING, containing 18,315 square feet, more or less.

The Basis of Bearing of this description is South 18°39'15" East, the westerly right-of-way line of Foothill Road as shown on the Record of Survey to Support a Boundary Line Adjustment for the William R. Tomerlin Trust filed for record April 17, 1995 in said office of Recorder as Document No. 360223.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
Cory J. Kleine, P.L.S. 21988
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Minden, Nevada 89423





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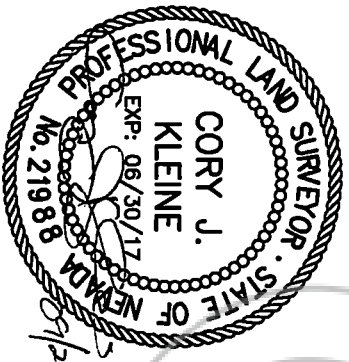


EXHIBIT
 20' DOUGLAS COUNTY UTILITY EASEMENT
 SIERRA COUNTRY ESTATES
 SECTION 10, T.12N., R.19E., M.D.M.

07/01/16

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COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

6th day of July, 2016

By [Signature] Deputy

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
 a) 1219-10-002-065
 b) (parcel 3)
 c) _____
 d) _____

2. Type of Property:
 a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
BOOK _____	PAGE _____
DATE OF RECORDING: _____	
NOTES: _____	

3. Total Value/Sales Price of Property: \$ _____
 Deed in Lieu of Foreclosure Only (value of property) (_____
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due: \$ _____

4. If Exemption Claimed:
 a. Transfer Tax Exemption per NRS 375.090, Section # 2
 b. Explain Reason for Exemption: Douglas County is a political subdivision of the State of Nevada

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Doug N. Johnson Capacity Doug N. Johnson, BOCC

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Wass Family & Michael McAllister Trusts
 Address: 1767 Solitude Ln.
 City: Gardnerville
 State: NV Zip: 89410

Print Name: Douglas County
 Address: P.O. Box 218
 City: Minden
 State: NV Zip: 89423

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)