

Assessor's Parcel Number: N/A

Date: JUNE 27, 2018

Recording Requested By:

Name: AUBREY BOUDREAU, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

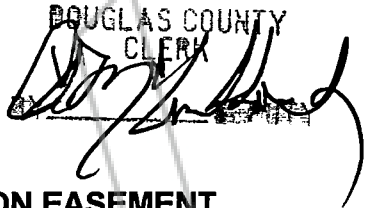


KAREN ELLISON, RECORDER

**GRANT OF CONSERVATION EASEMENT AMENDMENT
#2018.129**

(Title of Document)

RECORDED AT THE REQUEST OF:
Douglas County, Nevada
Community Development Department
Post Office Box 218
Minden, Nevada 89423
A.P.N.: 1419-00-002-036

FILED
2018.129
2018 JUN 26 PM 12: 25
DOUGLAS COUNTY
CLERK


SECOND AMENDMENT TO THE GRANT OF CONSERVATION EASEMENT

Between
D DIAMOND C TRUST
c/o Douglas W. and Dana M. Curtis, TTE
775.782.2728
(here after referred to as Grantor)
And
DOUGLAS COUNTY,
a political subdivision of the State of Nevada
P.O. Box 218
Minden, NV 89423
775.782.9821
(here after referred to as Grantee)

This second Amendment to the Deed of Conservation Easement is made this 7th day of June, 2018, by D DIAMOND C TRUST, as successor-in-interest to the original grantors, for APN 1419-00-002-036, and Douglas County, a political subdivision of the State of Nevada.

PREAMBLE

WHEREAS, the original Grantor, Little Mondeaux Limousin Corporation granted to Douglas County, Grantee, a Deed of Conservation Easement, hereinafter, "Conservation Easement", recorded as Document No. 0551592 in Book 0902, Page 1752 in the Official Records of Douglas County, on September 3, 2002, which included a total area of 2,177 acres, more or less; and

WHEREAS, the Conservation Easement was previously amended on February 3, 2011, recorded as Document No. 0778138 in Book 0211, Page 968 in the Official Records of Douglas County on February 4, 2011.

WHEREAS, Gunderado Ranch, LLC. purchased parcel 11 from Little Mondeaux, Limousin Corp. in 2016, and D Diamond C Trust purchased it from Gunderado Ranch, LLC in 2018 and is the Grantor, as successor-in-interest to Little Mondeaux, Limousin Corp.; and as the sole owner, D Diamond C Trust now controls that certain lot 011 of the Little Mondeaux Limousin Corporation Subdivision, listed as Assessor's Parcel 1419-00-002-036, which is currently an undeveloped 107-acre (more or less) parcel,

which is an identified Protected Property; a Conservation Easement has been granted over the entire Protected Property; however 40-acres (more or less) of the 107-acre (more or less) parcel has been designated as a Reserved Area; and

WHEREAS, Grantor wishes to relocate the designated Reserved Area, as described and illustrated in Exhibits A, B, and C, thereby moving the area designated for development upland and maintaining areas currently irrigated within the Conservation Easement.

NOW IN CONSIDERATION of their mutual covenants, conditions, and commitments, all as set forth below, Grantor and Grantee do hereby agree to amend the subject Reserved Area in the Conservation Easement as follows:

1. The Reserved Area identified within parcel 1419-00-002-036 is hereby relocated. The final boundary locations of the Reserved Area are described and illustrated in Exhibits A, B, and C, attached and incorporated by reference. The acreage within the Reserved Area for the parcel will be 34 acres more or less.

2. The amendment is subject to the Grantor complying with any and all conditions of approval that may be imposed by the Grantee at the time the Amendment is approved by the Grantee. The relocation of the Reserved Area and its boundaries are not effective until all conditions, if any are imposed, are completely satisfied as determined by the Grantee, in its sole and absolute discretion.

3. Paragraph 2, Use of Property, on page 2 of the Grant of Conservation Easement, Document 0551592, attached as Exhibit D and incorporated by reference is amended to include the following language:

In making the grant, the Grantor has considered the possibility that uses and practices prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses and practices, and that neighboring properties may in the future be put entirely to such prohibited uses or practices. It is the intent of both the Grantor and the Grantee that any such changes shall not be deemed to be circumstances justifying termination, extinguishment, or modification of this Conservation Easement. In addition, the inability of the Grantor, or the Grantor's successors or assigns to conduct or implement any or all of the uses or practices permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination, extinguishment, or modification.

4. Paragraph 4, Perpetual Restriction of Water Rights, on page 3 of the Grant of Conservation Easement, Document 0551592, attached as Exhibit D and incorporated by reference is amended to include the following:

The following table provides the application or claim number, general description of the place of use, and the Assessor's Parcel Number to which the water rights are appurtenant. The water rights were decreed in connection with the Alpine (Carson River) Decree and the Grantor is the owner of the delineated water rights claims:

Current APN: 1419-00-002-036

CR Claim	Place of Use
Permit 53499	.40 AC within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 25, T.14N, R.19E, M.D.M.
	22.40 AC within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 25, T.14N, R.19E, M.D.M.
	37.50 AC within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 25, T.14N, R.19E, M.D.M.

5. Paragraph 7, Grantee's Remedies, on page 3 of the Grant of Conservation Easement, Document 0551592, attached as Exhibit D and incorporated by reference is amended by the deletion of the language marked with a strikethrough and the addition of the language reflected in italics as shown below, all other language in Paragraph 7 remains in full force and effect.

If Grantee determines, ~~through the Community Development Director through its Board of County Commissioners, after reasonable notice to Grantor and hearing having been given to Grantor~~ that Grantor is in violation of the terms of this Grant or that a violation is threatened, Grantee shall give written notice to Grantor of such violation *including but not limited to failure to maintain, irrigate, or abate noxious weeds on the subject land*, and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Grant, to restore the portion of the Protected Property so injured. *Grantor may request a hearing before the Board of County Commissioners to review whether there has been a violation or a threatened violation; any request must be made within fifteen (15) days after receipt of the written notice.* If the Grantor ~~does not timely request a review by the Board~~ and fails to cure the violation within thirty (30) days after receipt and notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period. . .

6. Grantor does hereby ~~confirm~~ the original grant of a Conservation Easement over the Protected Property, known as APN 1419-00-002-036 which encompasses the entire 107-acre (more or less) parcel and acknowledges the allowed use of the 34-acre (more or less) Reserved Area as stated in the Grant of Conservation Easement, including Paragraph 2, Document 0551592 attached as Exhibit D and incorporated by reference.

7. All other terms and conditions of the Conservation Easement, not specifically amended herein, shall remain in full force and effect.

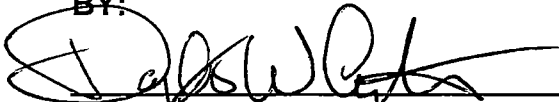
8. The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers, or trustees of each party, if

any, have the legal power, right, and actual authority to bind each party to the terms and conditions of these documents.

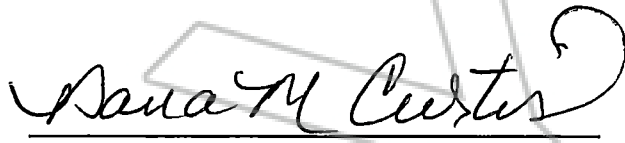
IN WITNESS WHEREOF Grantor and Grantee have executed the Second Amendment to the Conservation Easement on the day and year written above.

Grantor:
D Diamond C Trust 2015

BY:



Douglas W. Curtis, Trustee
D Diamond C Trust 2015

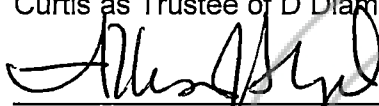


Dana M. Curtis, Trustee
D Diamond C Trust 2015

STATE OF Nevada)

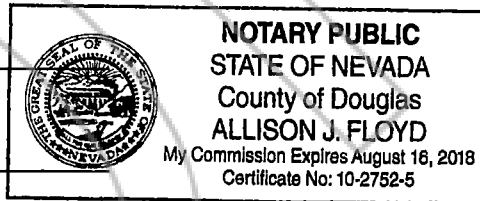
COUNTY OF Douglas)

This instrument was acknowledged before me on 6/11/18, 2018 by Douglas W. Curtis as Trustee of D Diamond C Trust



Signature of Notarial Officer

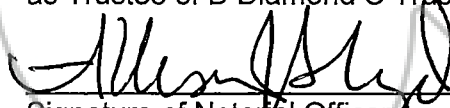
Notary Statement and/or Seal



STATE OF Nevada)

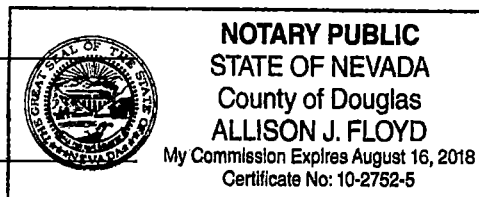
COUNTY OF Douglas)

This instrument was acknowledged before me on 6/11/18, 2018 by Dana M. Curtis as Trustee of D Diamond C Trust



Signature of Notarial Officer

Notary Statement and/or Seal

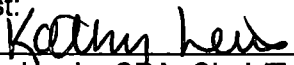


Grantee:
Douglas County, a political subdivision of the State of Nevada

By: 

Steven J. Thaler, Chair
Douglas County Commission

Douglas County Board of Commissioners

Attest: 

Kathy Lewis, CPA, Clerk/Treasurer

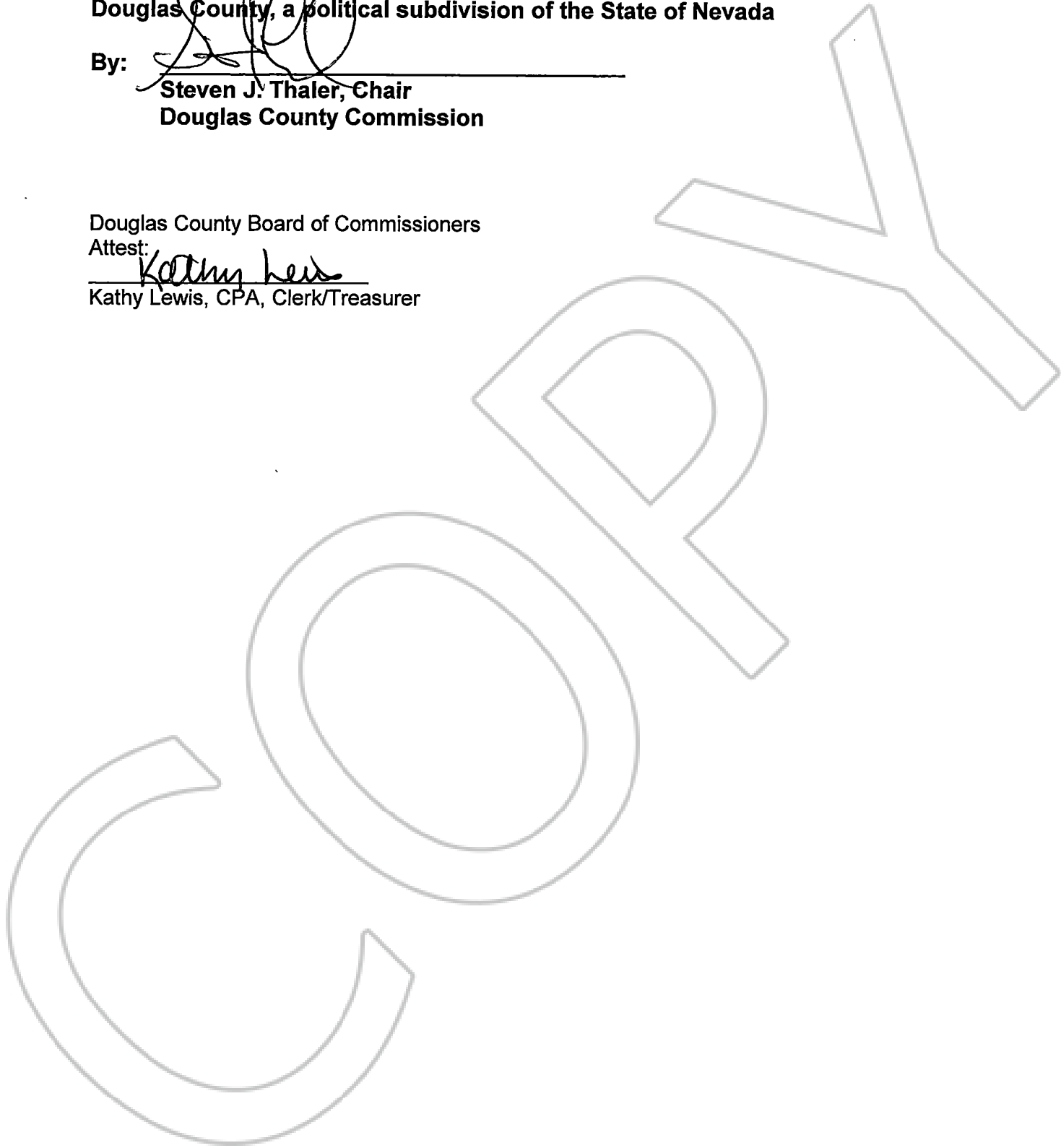


EXHIBIT A

0673-011
03/27/18
Page 1 of 2

**DESCRIPTION
RESERVED AREA (BUILDING ENVELOPE)
(A Portion of A.P.N. 1419-00-002-036)**

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

A parcel of land for Reserved Area purposes located in the southwest one-quarter (SW1/4) of Section 25, Township 14 North, Range 19 East, M.D.M., said parcel further described as being a portion of Parcel 11 as shown on the Record of Survey to Support a Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership filed for record December 31, 1996 in the office of Recorder, Douglas County Nevada as Document No. 403935, more particularly described as follows:

BEGINNING at the 1985 BLM Aluminum Cap located at the west one-quarter corner (W1/4) of said Section 25;

thence along the northerly boundary of said Parcel 11, North 89°36'02" East, 1318.33 feet to the 1985 BLM Aluminum Cap located at the center-center-west one-sixteenth corner (C-C-W1/16) of said Section 25;

thence along the easterly boundary of said Parcel 11, South 00°09'45" East, 1015.00 feet;

thence leaving said easterly boundary of said Parcel 11, South 89°43'50" West, 663.92 feet;

thence South 49°35'31" West, 480.89 feet to a point on the westerly boundary of said Parcel 11;

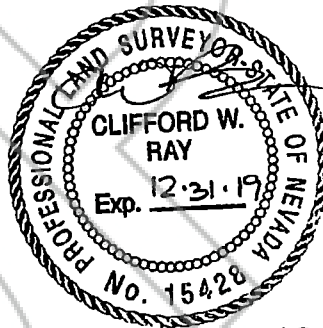
thence along the westerly boundary of said Parcel 11, South 89°43'50" West, 284.49 feet to the 1985 BLM Aluminum Cap located at the south one-sixteenth corner (S1/16) of said Section 25;

thence continuing along the westerly boundary of said Parcel 11, North 00°17'12" West, 1322.00 feet to the POINT OF BEGINNING, containing 33.98 acres, more or less.

As shown and delineated on Exhibit 'B' attached hereto and made a part hereof.

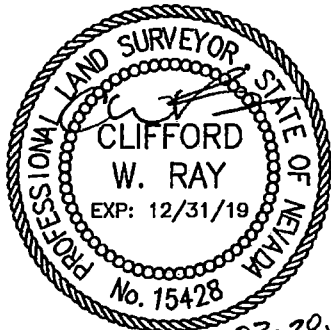
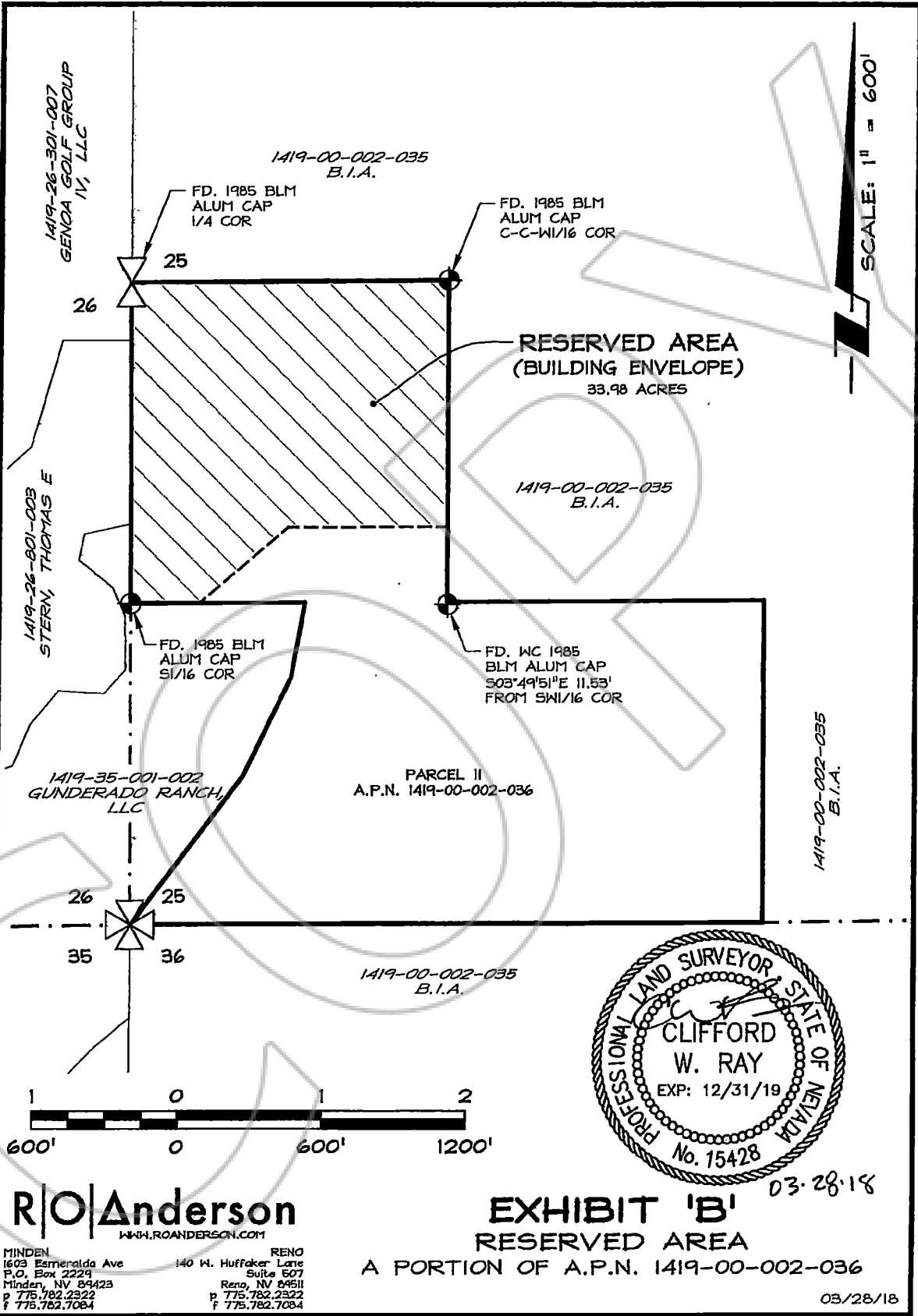
The Basis of Bearing for this description is North 89°36'02" East, the north line of Parcel 11 as shown on the Record of Survey to Support a Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership filed for record December 31, 1996 in the office of Recorder, Douglas County Nevada as Document No. 403935.

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



03.28.18

Y:\Client Files\0673\011\CAD\Survey\Exhibits\0673-011 Building Reserve - Exhibit.dwg 3/28/2018 11:57:00 AM Bill C. Ray



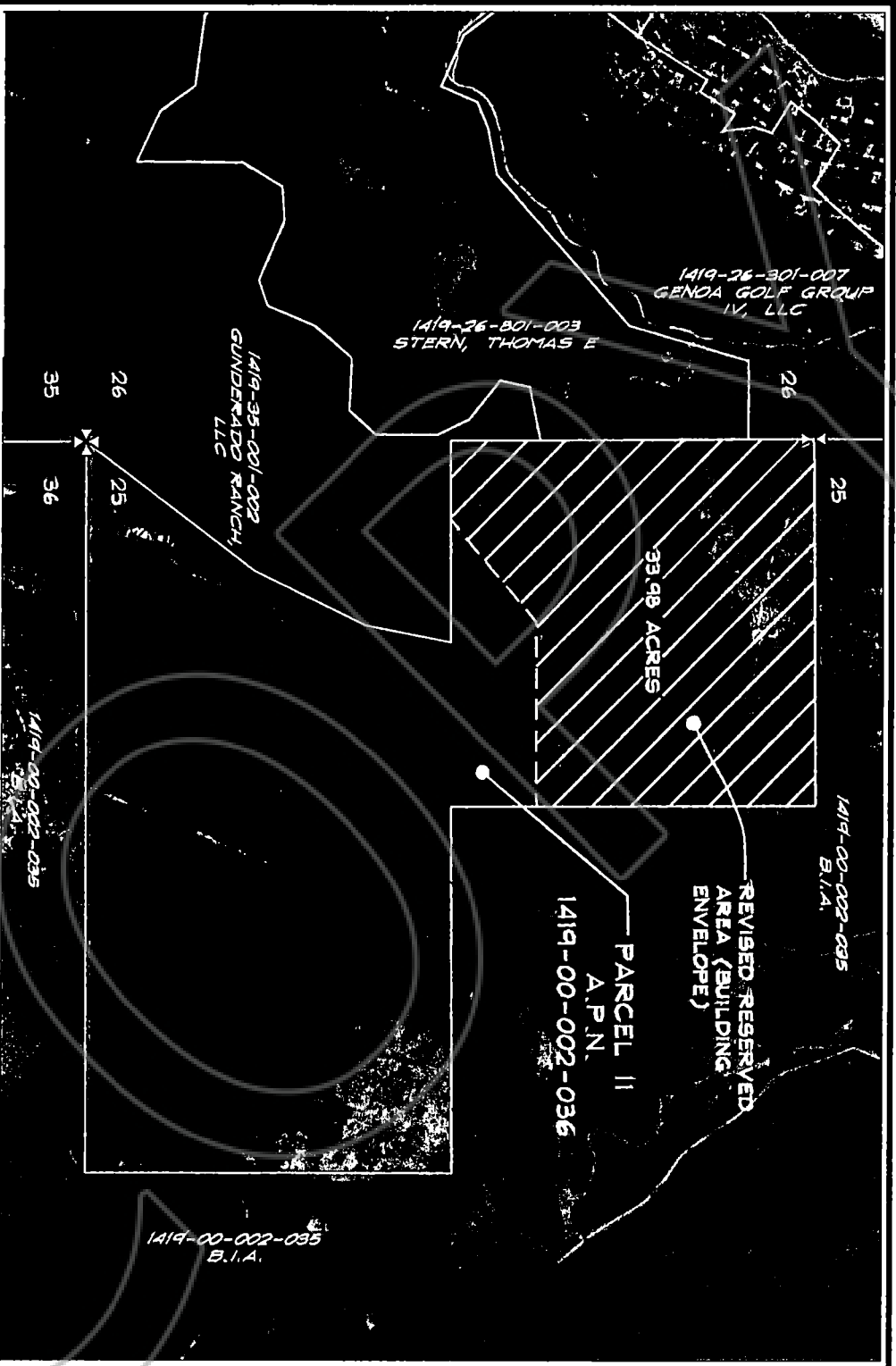
03.28.18

R/O Anderson
WWW.ROANDERSON.COM

EXHIBIT 'B'
RESERVED AREA
A PORTION OF A.P.N. 1419-00-002-036

MINDEN RENO
1603 Esmeralda Ave 140 W. Huffaker Lane
P.O. Box 2224 Suite 607
Minden, NV 89423 Reno, NV 89511
p 775.782.2322 f 775.782.2322
f 775.782.7084 f 775.782.7084

03/28/18



RO Anderson

MINIDEN
1603 Euterpeida Ave
P.O. Box 2229
Hinden, VA 22423
P 775.782.7084
F 775.782.7084

RENO
140 W. Huffaker Lane
Suite 507
Reno, NV 89511
P 775.782.7084
F 775.782.7084

EXHIBIT C

RESERVED AREAS WITH 2017 AERIAL PHOTO
(BUILDING ENVELOPE)

A PORTION OF A.P.N. 1419-00-002-036 (PARCEL II)

Y:\Client Files\0673\0673-01\CAD\Planning\Exhibits\0673-01 RESERVED AREAS.dwg 3/28/2018 11:04:49 PM Marie A. Hulse

03/28/18

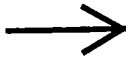
SCALE (1" = 600')

De/Comp
Due Fee

EXHIBIT D

After recording, return to:
LITTLE MONDEAUX LIMOUSIN CORPORATION
P.O. Box 586
Genoa, Nevada 89411

APN: 1419-36-001-003
1419-36-001-002
1419-26-002-004
1319-02-000-007
1319-02-000-004
1418-00-002-036



GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made this 2nd day of September, 2002 by Little Mondeaux Limousin Corp, a Nevada Corporation ("Grantor") in favor of Douglas County, a political subdivision of the State of Nevada ("Grantee").

PREAMBLE

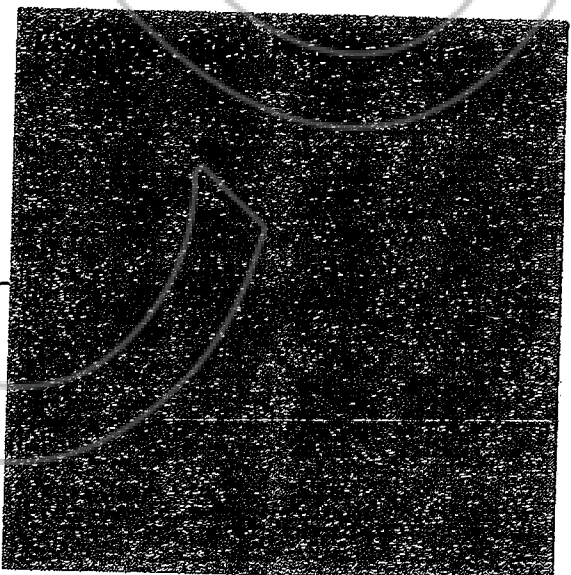
A. Grantor is the sole owner in fee simple of certain real property in Douglas County, Nevada, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Protected Property").

B. It is the purpose of the conservation easement (hereby "Conservation Easement") to provide a significant public benefit by protecting and preserving in perpetuity the highly scenic and open view across the Protected Property, enjoyed by the general public who travel along Jacks Valley Road and Genoa Lane, and to preserve the traditional and scenic rural and agrarian character of the Protected Property, in accordance with the governmental policies of Douglas County, Nevada, delineated in its 1996 master plan, namely to preserve scenic and agricultural lands.

C. Grantor intends that the conservation values of the Protected Property be preserved and maintained by the continuation of the current agricultural land uses and those agricultural uses not otherwise inconsistent with the terms hereof, and permitted by right in Douglas County Code Agricultural (A-19) zoning district, specifically excluding those uses in Douglas County Code, Section 20.654.020 that would otherwise require a Design Review approval or the issuance of a Special Use Permit, in effect on the date of execution of this Grant of Conservation Easement, and desires to convey to Grantee the right to preserve and protect the conservation values of the Protected Property in perpetuity.

D. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect, in perpetuity, the agricultural land uses and conservation values of the Protected Property for the benefit of this generation and the generations to come.

E. This Conservation Easement is created pursuant to the Uniform Conservation Act provided for in NRS 111.390 - 111.440. This Conservation Easement is also created pursuant to the Internal Revenue Code, as amended ("Code") at Title 26, U.S.C.A. Section 170(h)(1)-(6), 2031© and 2055 and 2622. Grantee is a political subdivision of the State of Nevada and a "Holder" within the meaning of NRS 111.410(2)(a). The Holder is qualified to



0551592
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hold conservation easements pursuant to NRS 111.410(2)(a) and is a Qualified Organization under Code Section 170(h)(3), to wit: a governmental unit.

F. The Grantor and Grantee recognizing the importance of the Protected Property for conservation, as demonstrated by the aforementioned facts and have the common purpose of conserving the traditional, agricultural natural and scenic values of the Protected Property by the conveyance of a Conservation Easement on, over and across the Protected Property.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, in particular NRS 111.390 to 111.440, Grantor and Grantee covenant as follows:

1. Grant of Easement. Grantor voluntarily grants and conveys to Grantee a conservation easement ("Conservation Easement"), in perpetuity over the Protected Property of the nature and character and to the extent herein set forth,

2. Use of Property. Grantor reserves the right to construct within a 40-acre Reserved Area within each respective Protected Property all those uses and any structures, including one single family primary residence, improvements or accessory uses or structures allowed by the Douglas County Agricultural (A-19) zoning district, including those uses in Douglas County Code Section 20.654.020 that would otherwise require a Design Review approval or the issuance of a Special Use Permit. Grantor agrees that use of that portion of each respective Protected Property lying outside the 40-acre Reserved Area shall be restricted to use for agricultural purposes that are consistent with the protection of the natural and scenic qualities of the Protected Properties and Douglas County code specifically excluding those uses in Douglas County Code, Section 20.654.020 that would otherwise require a Design Review approval or the issuance of a Special Use Permit, in effect on the date of execution of this Grant of Conservation Easement, and desires to convey to Grantee the right to preserve and protect the conservation values of the Protected Properties in perpetuity. Notwithstanding the above, the Grantor reserves the right to develop the following listed uses pursuant Douglas County Code Section 20.660.090 A Equestrian Facilities, and Section 20.660.090 B Golf Course to the extent that any future golf course is integrated with the existing golf course on abutting properties and locally know as Sierra Nevada Golf Ranch, excepting from these uses the right to construct any structures unless those structures are located within the identified 40-acre Reserved Areas of the Protected Properties. The Reserved Areas for the Protected Properties are depicted on Exhibit "B"

3. Rights of Grantee. To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee by this Conservation Easement:

- (a) To preserve and protect the conservation values of the Protected Property;
- (b) To enter upon the Protected Property at reasonable times in order to monitor Grantor's compliance with and to enforce the terms of this Conservation Easement; provided, that, the entry shall be upon prior reasonable notice to Grantor and Grantee shall not unreasonably interfere with the Grantor's use and quiet enjoyment of this Protected Property;
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement; and

(d) To require the restoration of any areas or features of the Protected Property that may be damaged by an inconsistent activity or use.

4. Perpetual Restriction of Water Rights. Grantor agrees to perpetually restrict the use of the Water Rights to support the normal, usual and customary residential and agricultural use of the Protected Property. This restrictive covenant (herein sometimes referred to as "Covenant") to perpetually restrict the use of the Water Rights shall run with the Protected Property and every portion thereof and interest therein; the Covenant may only be modified or terminated by a court of competent jurisdiction in accordance with the principles of law and equity as provided in NRS 111.430(2) (or any successor provision as may be then applicable), or with the consent of Grantee upon the substitution of adequate alternate water rights.

5. Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of the Conservation Easement and Covenant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Subdivision or development (except with respect to the exercise of one development right per parcel); and

(b) Non-agricultural commercial or industrial uses except as provided by the terms of this conservation easement.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors and assigns, all rights arising from or incidental to its ownership of the Protected Property, including the right to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Grant.

7. Grantee's Remedies. If Grantee determines, through its Board of County Commissioners, after reasonable notice to Grantor and hearing having been given to Grantor that Grantor is in violation of the terms of this Grant 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, and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Grant, to restore the portion of the Protected Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation with the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Grant or injury to any conservation values protected by this Grant, including damages for the loss of scenic, aesthetic or environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

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 Protected Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Grant. Grantor agrees that Grantee's remedies at law for any violation of the term of this Grant are adequate and that Grantee shall be entitled to the injunctive relief described under this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms

of this Grant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Grant against Grantor, including, without limitation, costs of suit and attorneys fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Grant, shall be borne by Grantor. If either party prevails in any action to enforce the terms of this Grant, the prevailing party's costs of suit, including, without limitation, attorneys' fees, shall be borne by the other party.

9. Grantee's Discretion. Enforcement of the terms of this Grant shall be at the discretion of Grantee and any forbearance by the Grantee to exercise its rights under this Grant against 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 Grant or of any of Grantee's rights under this Grant. 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.

10. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

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

12. No Public Access. No right of access by the general public to any portion of the Protected Property is conveyed by this Grant.

13. Hold Harmless. Grantor shall hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, or other matters related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of the Indemnified Parties; and (b) the exercise of the remedies specified in paragraph 7.

14. Extinguishment. If circumstances arise in the future such as to render the purpose of this Grant impossible to accomplish, this Grant can only be extinguished either (a) after public hearing and approval by (i) the Planning Commission of Douglas County, Nevada, and (ii) the Board of County Commissioners of Douglas County, Nevada, or (b) by a court of competent jurisdiction.

15. Assignment of Conservation Easement. This Conservation Easement is transferable, but Grantee may assign its rights and obligations under the Conservation Easement only to another governmental body or any organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended

(any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes for which this Grant is intended continue to be carried out.

16. Subsequent Transfers. Grantor agrees to incorporate the terms of this Grant in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, any leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any action required by this paragraph shall not impair the validity of this Grant or limit its enforceability in any way.

17. Estoppel Certificate. Upon request by Grantor, Grantee shall, within twenty (20) days of such request, execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Grant and otherwise evidences the status of this Grant as may be requested by Grantor.

18. Notices. Any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, address as follows:

To Grantor: Ronald L. Simek, President
Little Mondeaux Limousin Corp.
P.O. Box 586
Genoa, Nevada 89411

To Grantee: Douglas County
c/o District Attorney's Office
P.O. Box 218
Minden, Nevada 89423

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

19. Recordation. Grantee shall record this instrument and acceptance in timely fashion in the official records of Douglas County, Nevada and may re-record it at any time as may be required to preserve its rights in this Grant.

20. General Provisions.

20.1 Controlling Law. The interpretation and performance of this Grant shall be governed by the laws of the State of Nevada.

20.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed in favor of the Grant to effect the purpose of the Conservation Easement and the policy and purpose of NRS 111,390 to 111,440. If any provision of this Grant is found to be ambiguous, an interpretation consistent with the purpose of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

20.3 Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant,

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.

20.4 Entire Agreement. This Instrument sets forth the entire agreement of the parties with respect to the Grant, and supersedes all prior discussion, negotiations, understandings or agreements relating to the Grant, all of which are merged herein.

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

20.6 Joint Obligation. The obligations imposed by this Grant upon Grantor shall be joint and several.

20.7 Successors. The covenants, terms, conditions and restrictions of this Grant 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 Protected Property.

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

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

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has entered into this Grant on the day and year shown above.

Grantor:

LITTLE MONDEAUX LIMOUSIN CORP.

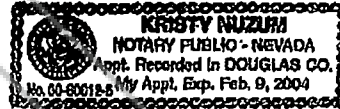
By: *Ronald L. Simek*
Ronald L. Simek, President

STATE OF NEVADA)
)SS
COUNTY OF DOUGLAS)

On this 3rd day of September, 2002, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared, Ronald L. Simek, President of Little Mondeaux Limousin Corporation, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein.

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

Kristy Nuzum
Notary Public



Approved as to form:
DOUGLAS COUNTY DISTRICT ATTORNEY

by *Thomas Perkins*
Thomas Perkins, Esq.

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Exhibit "A":
to
Grant of Conservation Easement

212-47-99
02/07/02

**DESCRIPTION
PARCEL 1C**

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

A parcel of land located within portions of Sections 2 and 3, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 1C as shown on that certain Map of Division Into Large Parcels LDA #99-040 for Little Mondeaux Limousin Corporation recorded September 8, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 499064, containing 40.00 acres, more or less.

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

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

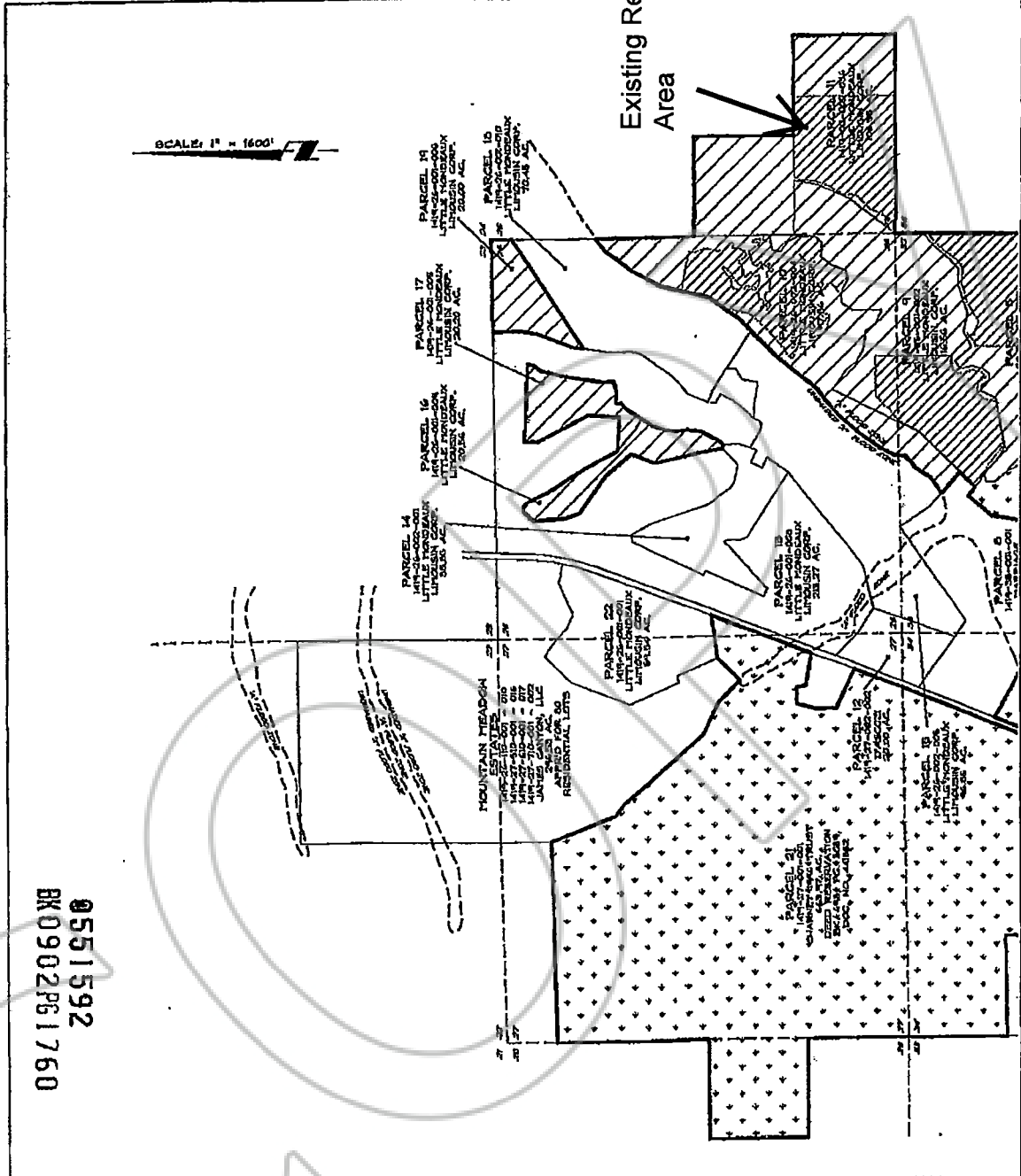


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COPY

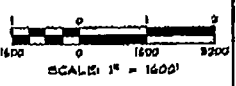
SCALE: 1" = 1600'

Existing Reserved Area



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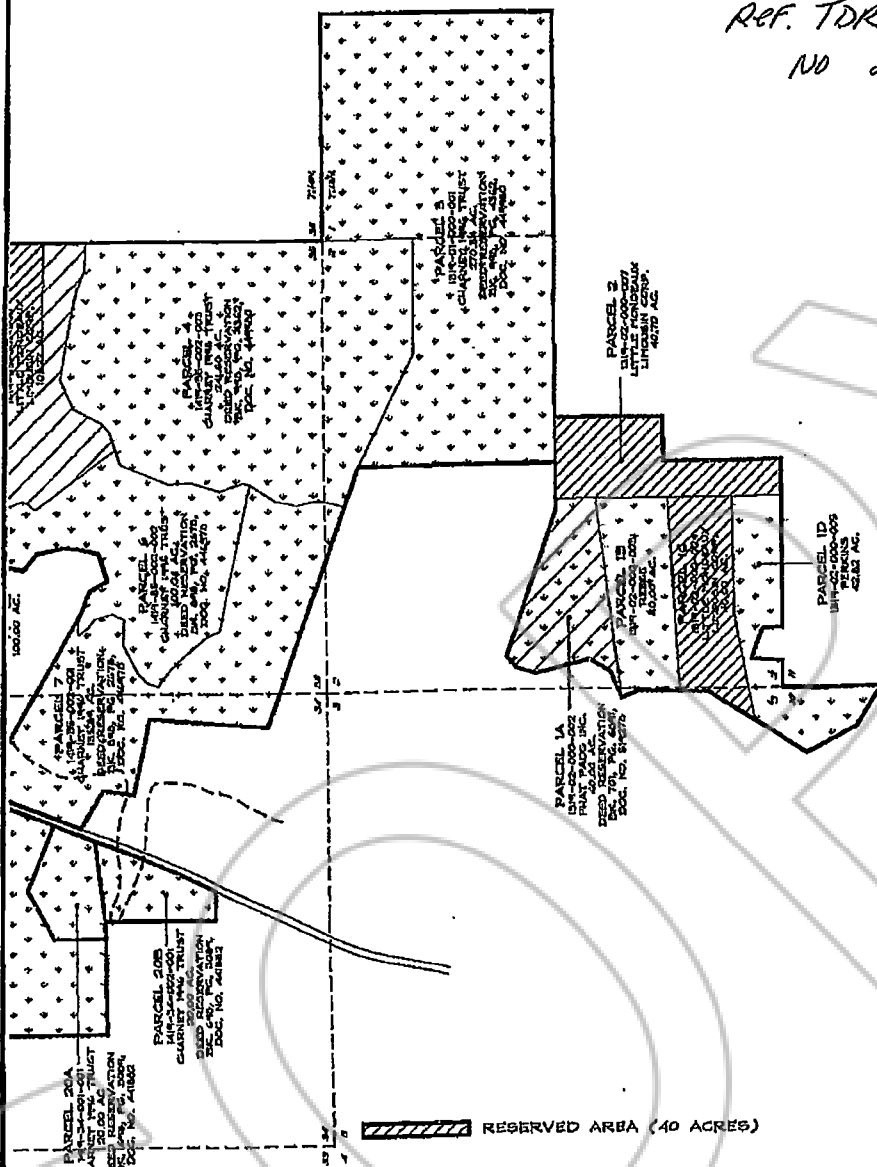
NO.	DATE	REVISION BLOCK	BY



Anderson
ENGINEERING INC.
1414-21-00-000
LITTLE POND C&G
SOLAR AC.
2.24 AC.

GRANT OF CC
LML/RONALD L.

REF. TDR CERTIFICATE
NO 2002-001



PARCEL	AREA (ACRES)
1A	40.00
1B	40.00
2	40.00
3	42.82
4	40.70
5	270.34
6	241.60
7	101.22
8	100.04
9	135.84
10	100.00
11	116.86
12	97.86
13	106.55
14	20.00
15	219.27
16	55.05
17	46.05
18	20.56
19	70.45
20A	20.00
20B	20.00
21	669.97
22	59.54
MTN MDW	298.68
TOTAL	3080.80

RESERVED AREA (40 ACRES)

686.97 ACRES SUBJECT TO PROPOSED CONSERVATION EASEMENT

1491.84 ACRES SUBJECT TO DEED RESERVATION RESTRICTING DEVELOPMENT RIGHTS

2177.81 TOTAL ACRES CONSERVATION EASEMENT/DEED RESTRICTION

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EXHIBIT B
CONSERVATION EASEMENT
SIMEK TO DOUGLAS COUNTY

PARCEL
OWNERSHIP

DRAWN	LMB	J001
ENGINEER	ROA	2124RTDR2
SCALE	1"=1600'	SHEET 1
DATE	05/09/02	OF 1 SHEETS

212-46-98
03/31/99

DESCRIPTION
Adjusted Parcel 2
(A.P.N. 15-120-15)

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 2, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the south one-quarter corner of Section 2, T.13N., R.19E., M.D.M., a found 5/8" rebar and cap, PLS 3090, as shown on the Record of Survey To Support A Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership recorded December 31, 1996 in the office of Recorder, Douglas County, Nevada as Document No. 403935, the POINT OF BEGINNING;

thence along the south line of said Section 2, South 89°54'09" West, 423.25 feet;

thence North 00°24'23" West, 2645.60 feet;

thence South 89°59'42" East, 423.25 feet to a point on the north-south center section line of said Section 2;

thence North 89°51'12" East, 519.25 feet to a 5/8" rebar with plastic cap, PLS 6899, the northwest corner of Adjusted Parcel 1 as shown on the Record of Survey To Support A Boundary Line Adjustment for Frank Settelmeier and Sons, Inc. and The Pivot Limited Partnership recorded August 18, 1994 in the office of Recorder, Douglas County, Nevada as Document No. 344297;

thence along the westerly line of said Adjusted Parcel 1 per Settelmeier map, South 00°08'48" East, 1266.25 feet to a 5/8" rebar with plastic cap, PLS 6899;

thence along the northerly line of said Adjusted Parcel 1 per Settelmeier map, West, 513.52 feet to a 5/8" rebar with plastic cap, PLS 6899, a northwesterly corner of said Adjusted Parcel 1 per Settelmeier map, also being a point on said north-south center section line of Section 2;

thence along said north-south center section line of Section 2, South 00°24'23" East, 1379.89 feet to the POINT OF BEGINNING, containing 40.70 acres, more or less.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

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

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



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DESCRIPTION
PARCEL 5
(Adjusted APN 15-120-01)

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 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southeast corner of Section 35, T.14N., R.19E., M.D.M., a found 1985 BLM aluminum cap;

thence along the east line of the Southeast one-quarter of said Section 35 North 00°06'28" East, 2659.58 feet to the east one-quarter corner of said Section 35, a found 1985 BLM aluminum cap;

thence along the east line of the Northeast one-quarter of said Section 35 North 00°10'00" East, 112.95 feet to the POINT OF BEGINNING;

thence North 87°06'54" West, 319.70 feet;
thence North 70°11'02" West, 251.50 feet;
thence North 79°07'42" West, 1052.91 feet;
thence South 65°30'38" West, 387.45 feet;
thence South 27°39'38" West, 371.06 feet;
thence South 53°00'42" West, 143.77 feet;
thence South 71°17'46" West, 206.62 feet;
thence North 36°02'53" West, 1157.71 feet;
thence North 39°39'37" East, 121.56 feet;
thence North 03°32'22" East, 91.99 feet;
thence North 17°47'25" West, 204.55 feet;
thence North 28°54'53" West, 128.44 feet;
thence North 39°33'34" West, 187.39 feet;
thence North 03°01'56" East, 114.77 feet;
thence North 74°52'43" East, 89.89 feet;
thence South 56°48'49" East, 71.46 feet;
thence South 46°16'51" East, 163.57 feet;
thence South 56°01'06" East, 211.70 feet;
thence North 79°54'03" East, 670.24 feet;
thence North 23°54'26" East, 218.16 feet;
thence South 74°18'31" East, 84.29 feet;
thence South 33°10'17" East, 115.14 feet;
thence North 87°24'52" East, 76.33 feet;
thence North 42°26'18" East, 104.56 feet;
thence North 13°17'26" East, 156.00 feet;
thence North 11°11'08" West, 168.69 feet;
thence North 58°28'19" East, 116.93 feet;
thence South 40°34'48" East, 282.18 feet;
thence North 63°55'06" East, 227.18 feet;
thence South 78°08'19" East, 248.81 feet;
thence North 72°04'23" East, 399.32 feet;
thence South 87°57'01" East, 193.22 feet;
thence North 47°39'02" East, 185.21 feet;
thence North 42°18'15" East, 267.45 feet;
thence North 50°08'02" East, 213.79 feet to a point on said east line of the Northeast one-quarter of Section 35;
thence along said east line of the Northeast one-quarter of Section 35 South 00°10'00" West, 2165.47 feet to the POINT OF BEGINNING, containing 101.22 acres, more or less.

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Excepting therefrom portions thereof lying between the ordinary high water mark of the Carson River.

Together with that certain non-exclusive private access easement as described below:

**DESCRIPTION
EASEMENT #4
50' Wide Non-Exclusive Private
Access Easement**

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

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

thence South 69°32'35" East, 645.87 feet;

thence South 45°22'30" East, 538.44 feet;

thence South 33°32'36" East, 651.56 feet;

thence South 48°38'31" East, 411.00 feet;

thence South 24°30'27" East, 181.95 feet;

thence South 44°27'16" West, 307.50 feet;

thence South 00°39'05" West, 154.48 feet;

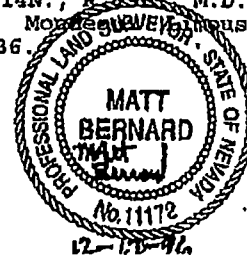
thence South 30°05'03" East, 737.69 feet to the terminus of this description.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423

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DESCRIPTION
PARCEL 9
(Adjusted APN 15-120-02)

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 the Southwest one-quarter of the Southwest one-quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$) of Section 25, and portions of Sections 26 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 35, T.14N., R.19.E., M.D.M., a found 1996 BLM brass cap, the POINT OF BEGINNING;

thence along the east line of the Northeast one-quarter of said Section 35 South 00°10'00" West, 380.23 feet;
thence South 50°08'02" West, 213.79 feet;
thence South 42°18'15" West, 267.45 feet;
thence South 47°39'02" West, 185.21 feet;
thence North 87°57'01" West, 193.22 feet;
thence South 72°04'23" West, 399.32 feet;
thence North 78°08'19" West, 248.81 feet;
thence South 63°55'06" West, 227.18 feet;
thence North 40°34'48" West, 282.18 feet;
thence South 58°28'19" West, 116.93 feet;
thence South 11°11'08" East, 168.69 feet;
thence South 13°17'26" West, 156.00 feet;
thence South 42°26'18" West, 104.56 feet;
thence South 87°24'52" West, 76.33 feet;
thence North 33°10'17" West, 115.14 feet;
thence North 74°18'31" West, 84.29 feet;
thence South 23°54'26" West, 218.16 feet;
thence South 79°54'03" West, 670.24 feet;
thence North 56°01'06" West, 211.70 feet;
thence North 46°16'51" West, 163.57 feet;
thence North 56°48'49" West, 71.46 feet;
thence North 51°56'54" West, 207.27 feet;
thence North 44°27'16" East, 1014.59 feet;
thence North 26°33'13" East, 1289.79 feet;
thence South 54°35'15" East, 327.07 feet;
thence South 36°40'03" East, 168.67 feet;
thence South 62°05'11" East, 178.10 feet;
thence South 82°50'01" East, 252.21 feet;
thence South 35°08'43" East, 155.84 feet;
thence South 65°27'12" East, 200.70 feet;
thence North 00°28'11" East, 383.87 feet;
thence North 31°09'33" East, 167.29 feet;
thence North 85°25'01" East, 120.70 feet;
thence South 67°19'40" East, 236.79 feet;
thence North 70°40'21" East, 98.49 feet;
thence North 23°01'37" East, 184.15 feet;
thence North 39°58'47" East, 179.06 feet;
thence South 86°24'42" East, 186.67 feet;
thence North 42°19'04" East, 132.88 feet;

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thence North 00°34'45" West, 223.85 feet;
thence North 25°00'39" West, 126.27 feet;
thence North 50°51'21" West, 180.09 feet;
thence North 11°35'49" East, 109.46 feet;
thence North 78°14'21" East, 195.57 feet to a point on the
westerly line of the Northwest one-quarter of the Southwest one-
quarter of said Section 25;

thence along said westerly line of the Northwest one-quarter
of the Southwest one-quarter of Section 25 South 00°17'12" East,
326.93 feet to the south 1/16 corner common to Sections 25 and 26,
a found 1985 BLM aluminum cap;

thence along the north line of the Southwest one-quarter of
the Southwest one-quarter of said Section 25 North 89°43'50" East,
723.81 feet;

thence South 10°29'11" West, 315.19 feet;

thence South 26°03'46" West, 447.18 feet;

thence South 37°03'04" West, 769.02 feet to the POINT OF
BEGINNING, containing 116.56 acres, more or less.

Together with that certain non-exclusive private access easement as
described below:

**DESCRIPTION
EASEMENT #3
50' Wide Non-Exclusive Private
Access Easement**

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

A fifty foot (50') wide easement for access purposes located
within portions of Sections 26, 27, and 35, Township 14 North,
Range 19 East, Mount Diablo Meridian, the centerline of which is
more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly
line of Jacks Valley Road, the northwesterly corner of Parcel 2
as shown on the Map of Division Into Large Parcels for Little
Mondeaux Limousin Corporation recorded July 31, 1992 in the
office of Recorder, Douglas County, Nevada as Document No.
284936, said point bears South 32°55'56" West, 2868.09 feet from
the northwest corner of Section 35, Township 14 North, Range 19
East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North
21°17'11" East, 3479.89 feet to the centerline of a 50' private
access easement as shown on the Map of Division Into Large Parcels
for the Little Mondeaux Limousin Corporation recorded August 24,
1993 in the office of Recorder, Douglas County, Nevada as Document
No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access
easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

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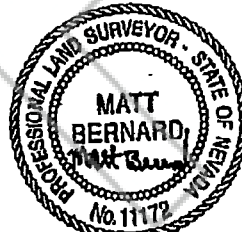
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thence South 69°32'35" East, 645.87 feet;
thence South 45°22'30" East, 538.44 feet;
thence South 33°32'36" East, 651.56 feet;
thence South 48°38'31" East, 411.00 feet;
thence South 24°30'27" West, 181.95 feet;
thence South 44°27'16" West, 169.89 feet;
thence South 75°08'00" East, 662.33 feet;
thence North 85°16'59" East, 346.54 feet;
thence North 61°34'17" East, 459.01 feet;
thence North 34°22'26" East, 306.36 feet;
thence South 79°02'24" East, 532.81 feet;
thence North 86°15'01" East, 745.21 feet;
thence North 43°11'41" East, 321.95 feet;
thence North 54°28'57" East, 341.00 feet;
thence North 00°10'00" East, 335.73 feet;
thence South 89°50'00" East, 43.66 feet to the terminus of
this description.

Subject to that portion of said easement as described above that
affects a portion of said Parcel 9.

The Basis of Bearing of this description is North 89°23'01" East,
the north line of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 26,
T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for
Little Mondeaux Limousin Corporation recorded July 31, 1992 as
Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



12-17-96

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**DESCRIPTION
ADJUSTED PARCEL 10
(Adjusted APN 1419-26-002-003)**

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

A parcel of land located within portions of Section 26 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 26, T.14N., R.19E., M.D.M., a found 1985 BLM aluminum cap;

thence along the east line of the Northeast one-quarter of said Section 26, South 00°04'53" East, 1364.24 feet to the POINT OF BEGINNING;

thence continuing along said east line of the Northeast one-quarter of Section 26, South 00°04'53" East, 1285.34 feet to the east one-quarter corner of said Section 26, a found 1985 BLM aluminum cap;

thence along the east line of the Southeast one-quarter of said Section 26, South 00°17'12" East, 995.07 feet;

thence South 78°14'21" West, 195.57 feet;
thence South 11°35'49" West, 109.46 feet;
thence South 50°51'21" East, 180.09 feet;
thence South 25°00'39" East, 126.27 feet;
thence South 00°34'45" East, 223.85 feet;
thence South 42°19'04" West, 132.88 feet;
thence North 86°24'42" West, 186.67 feet;
thence South 39°58'47" West, 179.06 feet;
thence South 23°01'37" West, 184.15 feet;
thence South 70°40'21" West, 98.49 feet;
thence North 67°19'40" West, 236.79 feet;
thence South 85°25'01" West, 120.70 feet;
thence South 31°09'33" West, 167.29 feet;
thence South 00°28'11" West, 383.87 feet;
thence North 65°27'12" West, 200.70 feet;
thence North 35°08'43" West, 155.84 feet;
thence North 82°50'01" West, 252.21 feet;
thence North 62°05'11" West, 178.10 feet;
thence North 36°40'03" West, 168.67 feet;
thence North 54°35'15" West, 327.07 feet;
thence South 26°33'13" West, 1289.79 feet;
thence South 44°27'16" West, 729.26 feet;
thence North 48°38'31" West, 374.52 feet;

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thence North 56°53'34" East, 245.97 feet;
thence North 31°14'30" East, 247.40 feet;
thence North 49°36'30" East, 204.88 feet;
thence North 08°54'41" East, 160.62 feet;
thence North 25°50'26" East, 167.39 feet;
thence North 35°43'23" East, 376.02 feet;
thence North 41°10'42" East, 338.61 feet;
thence North 51°53'41" East, 482.90 feet;
thence North 38°34'43" East, 626.26 feet;
thence North 45°22'49" East, 706.31 feet;
thence North 35°39'20" East, 505.84 feet;
thence North 15°07'40" East, 675.92 feet;
thence North 29°10'40" East, 414.00 feet;
thence North 38°11'59" East, 424.00 feet;
thence North 51°26'53" East, 219.93 feet to the POINT OF BEGINNING, containing
97.36 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

**DESCRIPTION
EASEMENT #5 (Prior #3)
50' Wide Non-Exclusive Private
Access Easement**

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

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3824.96 feet to the POINT OF BEGINNING;

thence South 48°04'14" East, 137.81 feet;

thence South 67°56'54" East, 136.45 feet;

thence South 76°57'51" East, 115.98 feet;

thence South 43°47'31" East, 408.02 feet;

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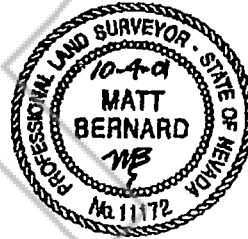
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thence South 69°32'35" East, 488.75 feet;
thence South 45°22'30" East, 538.44 feet;
thence South 33°32'36" East, 651.58 feet;
thence South 48°38'31" East, 411.00 feet;
thence South 24°30'27" East, 181.95 feet;
thence South 44°27'16" West, 169.89 feet;
thence South 75°08'00" East, 862.33 feet;
thence North 85°16'59" East, 346.54 feet;
thence North 61°34'17" East, 459.01 feet;
thence North 34°22'26" East, 306.36 feet;
thence South 79°02'24" East, 532.81 feet;
thence North 86°15'01" East, 745.21 feet;
thence North 43°11'41" East, 321.95 feet;
thence North 64°28'57" East, 341.00 feet;
thence North 00°10'00" East, 335.73 feet;
thence South 89°50'00" East, 43.66 feet to the terminus of this description.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.18E., M.D.M. per Map of Division into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

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

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



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DESCRIPTION
PARCEL 11
(Adjusted APN 15-130-03)

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

A parcel of land located within the Northwest one-quarter of the Southwest one-quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), the Southeast one-quarter of the Southwest one-quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), and a portion of the Southwest one-quarter of the Southwest one-quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 25, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southwest corner of Section 25, T.14N., R.19E., M.D.M., a found 1996 BLM brass cap, the POINT OF BEGINNING;
thence North 37°03'04" East, 769.02 feet;
thence North 26°03'46" East, 447.16 feet;
thence North 10°29'11" East, 315.19 feet to a point on the north line of the Southwest one-quarter of the Southwest one-quarter of said Section 25;
thence along said north line of the Southwest one-quarter of the Southwest one-quarter of Section 25 South 89°43'50" West, 723.81 feet to the south 1/16 corner common to Sections 25 and 26, a found 1985 BLM aluminum cap;
thence along the east line of the Northwest one-quarter of the Southwest one-quarter of said Section 25 North 00°17'12" West, 1322.00 feet to the west one-quarter corner of said Section 25, a found 1985 BLM aluminum cap;
thence along the north line of the Northwest one-quarter of the Southwest one-quarter of said Section 25 North 89°36'02" East, 1318.33 feet to the center-center-west 1/16 corner of said Section 25, a found 1985 BLM aluminum cap;
thence along the east line of the Northwest one-quarter of the Southwest one-quarter of said Section 25 South 00°09'45" East, 1325.00 feet to the southwest 1/16 corner of said Section 25 from which a found witness corner 1985 BLM aluminum cap bears South 03°49'51" East, 11.53 feet;
thence along the north line of the Southeast one-quarter of the Southwest one-quarter of said Section 25 North 89°43'50" East, 1315.46 feet to the center-center-south 1/16 corner, a found 1985 BLM aluminum cap;
thence along the east line of the Southeast one-quarter of the Southwest one-quarter South 00°02'21" East, 1328.13 feet to the south one-quarter corner of said Section 25, a found 1985 BLM aluminum cap;
thence along the south line of the Southwest one-quarter of said Section 25 South 89°52'02" West, 2625.19 feet to the POINT OF BEGINNING, containing 106.55 acres, more or less.

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Together with that certain non-exclusive private access easement as described below:

DESCRIPTION
EASEMENT #3
50' Wide Non-Exclusive Private
Access Easement

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

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for the Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

thence South 69°32'35" East, 645.87 feet;

thence South 45°22'30" East, 538.44 feet;

thence South 33°32'36" East, 651.56 feet;

thence South 48°38'31" East, 411.00 feet;

thence South 24°30'27" West, 181.95 feet;

thence South 44°27'16" West, 169.89 feet;

thence South 75°08'00" East, 662.33 feet;

thence North 85°16'59" East, 346.54 feet;

thence North 61°34'17" East, 459.01 feet;

thence North 34°22'26" East, 306.36 feet;

thence South 79°02'24" East, 532.81 feet;

thence North 86°15'01" East, 745.21 feet;

thence North 43°11'41" East, 321.95 feet;

thence North 54°28'57" East, 341.00 feet;

thence North 00°10'00" East, 335.73 feet;

thence South 89°50'00" East, 43.66 feet to the terminus of

this description.

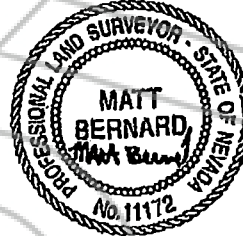
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12/17/96
Page 3 of 3
(PARCEL 11)

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



12-17-96

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DESCRIPTION
PARCEL 19
(Adjusted APN 15-130-01)

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 the Northeast one-quarter (NE $\frac{1}{4}$) of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 26, T.14N., R.19E., M.D.M., a found 1985 BLM aluminum cap, the POINT OF BEGINNING;
thence along the east line of the Northeast one-quarter of said Section 26 South 00°04'53" East, 269.72 feet;
thence South 57°07'56" West, 1724.65 feet;
thence North 09°02'13" East, 151.05 feet;
thence North 20°35'43" East, 511.70 feet;
thence North 09°12'15" East, 218.82 feet;
thence North 00°47'05" West, 348.48 feet to a point on the north line of the Northeast one-quarter of said Section 26;
thence along said north line of the Northeast one-quarter of Section 26 North 89°23'01" East, 1214.31 feet to the POINT OF BEGINNING, containing 20.00 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

DESCRIPTION
EASEMENT #1
50' Wide Non-Exclusive Private Access Easement

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

A fifty foot (50') wide easement for access purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a point on the easterly line of Jacks Valley Road also being a point on the north line of the Northwest one-quarter of Section 26, T.14N., R.19E., M.D.M., from which a found witness corner 1985 BLM aluminum cap bears North 16°32'56" West, 5.36 feet and from which the north one-quarter corner of said Section 26, a found 1985 BLM aluminum cap bears North 89°22'26" East, 1486.06 feet;

thence along said easterly line of Jacks Valley Road South 02°11'08" West, 25.03 feet to the POINT OF BEGINNING;

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thence parallel to and offset 25.00 feet from said north line of the Northwest one-quarter of Section 26 North 89°22'26" East, 1487.29 feet;

thence parallel to and offset 25.00 feet from the north line of the Northeast one-quarter of said Section 26 North 89°23'01" East, 1443.75 feet;

thence North 89°22'26" East, 1487.29 feet;

thence North 89°23'01" East, 1443.75 feet;

thence South 00°47'05" East, 325.60 feet;

thence South 09°12'15" West, 223.50 feet;

thence South 20°35'43" West, 511.67 feet;

thence South 09°02'13" West, 372.38 feet;

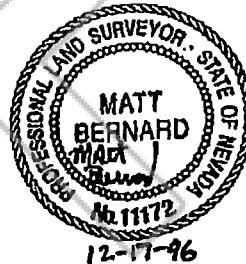
thence South 72°38'46" West, 451.74 feet to the terminus of

this description.


Subject to that portion of said easement as described above that affects said Parcel 19.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



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I T E M	<p style="text-align: right;">Jul 01 8</p> <p style="text-align: center;">APPLICATION AND CERTIFICATION FOR TRANSFER OF DEVELOPMENT RIGHTS</p> <p style="text-align: center;">Douglas County, Community Development Department</p>
1	CURRENT HOLDER OF DEVELOPMENT RIGHT(S) ("TRANSFEROR"): Name: <u>(See attached list)</u> Address: _____ City: _____ State: _____ Zip Code: _____ Phone No. _____
2	NEW HOLDER OF DEVELOPMENT RIGHT(S) ("TRANSFeree"): Name: <u>(See attached list)</u> Address: _____ City: _____ State: _____ Zip Code: _____ Phone No. _____
3	LEGAL DESCRIPTION & VICINITY MAP OF TRANSFEROR'S PROPERTY: See Exhibit <u>A & B</u> attached.
4	CURRENT TITLE REPORT FOR TRANSFEROR'S PROPERTY: See Exhibit <u>C</u> attached.
5	PERPETUAL OPEN SPACE EASEMENT FOR TRANSFEROR'S PROPERTY: See Exhibit <u>D</u> attached.
6	TRANSFER DOCUMENT(S): See Exhibit <u>E</u> attached.
7	NUMBER OF DEVELOPMENT RIGHTS CLAIMED BY TRANSFEROR (Refer to Exhibit K) <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>A. FOR A-19 PROPERTY, check all appropriate boxes:</p> <p><input checked="" type="checkbox"/> 1 unit/19 acres (current zoning)</p> <p><input checked="" type="checkbox"/> 9 units/19 acres (base density unit for A-19)</p> <p><input checked="" type="checkbox"/> 7 units/19 acres (requires that at least 50% of parcel be in the 100 year flood plain)</p> <p><input checked="" type="checkbox"/> 7 units/19 acres (requires that appurtenant surface water rights are tied to the parcel)*</p> <p><input checked="" type="checkbox"/> 1 unit/19 acres (requires public access/trails to rivers, streams, public lands, and/or historical resources granted per the Perpetual Open Space Easement)</p> <p><input checked="" type="checkbox"/> 20 units/100 acres (requires 100 acres of contiguous land included in the transfer)</p> </div> <div style="width: 48%;"> <p>B. FOR FR-19 PROPERTY, check all appropriate boxes:</p> <p><input checked="" type="checkbox"/> 1 unit/19 acres (current zoning)</p> <p><input type="checkbox"/> 1 unit/19 acres (requires that at least 50% of parcel be in the 100 year flood plain)</p> <p><input checked="" type="checkbox"/> 1 unit/19 acres (requires public access/trails to rivers, streams, public lands, and/or historical resources granted per the Perpetual Open Space Easement)</p> <p><input type="checkbox"/> 1 unit/100 acres (requires 100 acres of contiguous land included in the transfer)</p> </div> </div> <p>C. TOTAL NUMBER OF DEVELOPMENT RIGHTS CLAIMED BY TRANSFEROR BASED ON A OR B ABOVE: <u>1, 262</u></p> <p><small>* Requires evidence of the appurtenant surface water rights under the Alpine Decree and restriction on transfer of the appurtenant surface water rights in perpetual open space easement. Also requires compliance with State of Nevada Dept. of Conservation & Natural Resources, Division of Water Resources regulations.</small></p>
8	A ONE-TIME \$25 FILING FEE MUST ACCOMPANY THIS APPLICATION AND CERTIFICATION + \$10 PER CONVEYANCE DOCUMENT LISTED ABOVE.
9	<p><i>"I swear, under penalty of perjury, that this represents a complete and thorough search of the records of the county recorder of Douglas County and the records on file in the office of Douglas County Community Development Department."</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>SUBSCRIBED AND SWORN TO BEFORE ME THIS <u>26th</u> DAY OF Mo. <u>August</u> yr. <u>2005</u> (ss) <u>Jolie McDuffee</u> <small>Notary Signature</small> NOTARY PUBLIC IN AND FOR THE COUNTY OF <u>Nevada</u> STATE OF <u>Nevada</u> MY COMMISSION EXPIRES <u>March 9, 2008</u></p> </div> <div style="width: 50%;"> <p>SIGNATURE: <u>Robert O. Anderson, Agent</u> PRINT NAME: <u>Robert O. Anderson, Owner's Agent</u> MAILING ADDRESS: <u>P.O. Box 2229</u> FIRM NAME: <u>R.O. Anderson Engineering, Inc.</u> CITY: <u>Minden</u> STATE: <u>NV</u> ZIP CODE: <u>89423</u> PHONE: <u>775-782-2322</u> OWNER?: _____ AGENT?: <u>X</u></p> </div> </div> <div style="text-align: center; margin-top: 10px;">  <p>NOTARY STAMP</p> </div>

THIS DOUBLE SIDED FORM CAN BE COPIED ONTO BLUE PAPER ONLY.

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FOR OFFICE USE ONLY

ITEM		REVIEW BY/DATE	FEE RECORDS
1	Transferor's general information complete	9-5-02 JK	
2	Transferee's general information complete	9-5-02 JK	
3	Legal description of Transferor's property provided	9-5-02 JK	
4	Legal description of Transferee's property verified	9-5-02 JK	
5	Vicinity map of Transferor's property verified	9-5-02 JK	
6	Current title report of Transferor's property provided	9-5-02 JK	
7	Transfer document(s) provided	9-5-02 JK	
8	Perpetual Open Space Easement for Transferor's property provided ...	JK 9-5-02	
9	Perpetual Open Space Easement for Transferee's property verified	JK 9-5-02	
10	Total number of development rights claimed under item 8 verified	JK 9-5-02	
11	Deficiencies cured	NOK	
12	Notary log file and logical	9-5-02 JK	
13	Certification number fastured	9-6-02 JK	

*** DEFICIENCIES REQUIRING RETURN ***

ITEM	

RETURNED for CORRECTION to: _____ DATE: _____ BY: _____

Remarks: _____

CORRECTION RECEIVED: _____ DATE: _____ BY: _____

CONFIRMED REPORT: _____ DATE: _____ BY: _____

Remarks: _____

The Douglas County Community Development Department hereby certifies that the above-named Transferor is hereby entitled to 1262 of development rights pursuant to Douglas County Code § 20.600, et seq.

Certificate No.: 2002-001

Daniel C. Haller
 Director

Date Issued: 9-6-02

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COPY

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 SEP -6 PM 3: 30

LINDA SLATEK
RECORDER

\$ 0 PAID Bl DEPUTY

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

27th day of August, 2018

By [Signature] Deputy