

APN: 1318-26-514-008

RECORDING REQUESTED BY:

Paul and Vicky Kaleta Trust
PO Box 2508
Stateline, NV 89449



00143337202109750290030031

KAREN ELLISON, RECORDER

PLEASE MAIL RECORDED DOCUMENT TO:

Bruce Rogers and Lisa Strand
160 Granite Springs Drive
Stateline, NV 89449

**IRREVOCABLE POWER-OF-ATTORNEY
REGARDING TRANSFER OF DOUGLAS COUNTY LAND BANK COVERAGE**

THIS IRREVOCABLE POWER-OF-ATTORNEY REGARDING TRANSFER OF DOUGLAS COUNTY LAND BANK COVERAGE (“Power-of-Attorney”) is made as of September 22, 2021, by and between Bruce Rogers and Lisa Strand (“Buyer”) and Paul F. Kaleta, trustee and Vicky E. Kaleta, trustee (“Seller”), for the sale of Two Hundred and Twenty Nine (229) square feet of Granite Springs Subdivision Banked Land Coverage (“Entitlements”). Buyer and Seller are collectively referred to herein as the (“Parties”).

RECITALS

- 1. WHEREAS**, Seller is the owner of that certain entitlement, Granite Springs Subdivision Banked Land Coverage located in the County of Douglas, State of Nevada, originating from 107 Cypress Way, Assessor’s Parcel Number 1218-26-514-008, (“Sending Parcel”).
- 2. WHEREAS**, Buyer is the owner of that certain real property located in the Granite Springs Subdivision, County of Douglas, State of Nevada, commonly known as 160 Granite Springs Drive, Assessor’s Parcel Number 1318-26-515-013, (“Receiving Parcel”).
- 3. WHEREAS**, appurtenant to the Sending Parcel are the rights to own, use, and/or assign Two Hundred and Twenty Nine (229) square feet of Granite Springs Subdivision Banked Land
- 4. WHEREAS**, Seller has conveyed the Entitlements to Buyer pursuant to that certain LAND COVERAGE PURCHASE AGREEMENT dated September 22, 2021 (“Agreement”).

NOW, THEREFORE, based upon the foregoing Recitals and in consideration of the mutual terms and conditions contained in the Agreement and hereinafter set forth and for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree to the following:

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AGREEMENT

1. Seller hereby appoints Buyer, its successors or assigns, as agent (“Agent”) solely for the limited purposes of transferring any portion of the Entitlements from the Sending Parcel to the Receiving Parcel.
2. Agent is authorized and empowered to execute on behalf of Seller, from time to time, all TRPA applications and other documents reasonably required by TRPA to transfer the Entitlements from the Sending Parcel to the Receiving Parcel.
3. Agent is authorized and empowered to execute on behalf of Seller, from time to time, all declarations of covenants, conditions, and restrictions pertaining to the Entitlements in the form required and approved by TRPA.
4. Seller and Buyer have agreed the Entitlements may remain banked on the Sending Parcel indefinitely until transferred to the Receiving Parcel.
5. Seller has agreed, among other things, not to encumber the Entitlements in any manner, except in favor of Buyer, and to cooperate in all reasonable ways to facilitate transfer of Entitlements from the Sending Parcel to the Receiving Parcel.
6. The rights and restrictions set forth herein shall be deemed covenants running with the land or as equitable servitudes, as the case may be; shall constitute benefits and burdens to the Sending Parcel; and shall be binding on Seller, its assignees, and all persons acquiring or owning any interest in the Sending Parcel.
7. This Agreement and the rights and duties of the Seller and Buyer will be construed in accordance with and governed by the laws of the State of Nevada. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in Douglas County, Nevada.
8. This Power-of-Attorney may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

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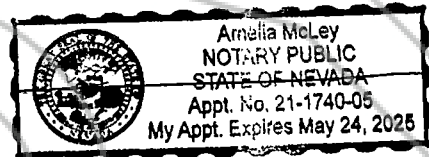
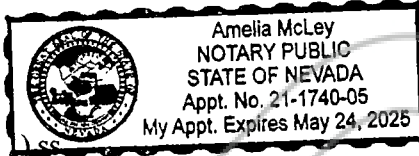
IN WITNESS WHEREOF, the Buyer and Seller have executed this Transfer of Douglas County Land Bank Coverage Purchase Agreement as of the date set forth below.

BUYER'S SIGNATURE

[Signature] Dated: 9-27-2021
Bruce Rogers

Lisa Strand Dated: 9-22-2021
Lisa Strand

STATE OF NEVADA)
COUNTY OF DOUGLAS)



On this 22nd day of September, 2021, before me, personally appeared Bruce Rogers And Lisa Strand personally known to me or proved to me to be on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument of the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

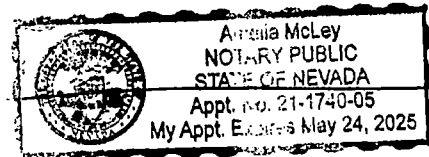
[Signature] 09/22/2021
NOTARY PUBLIC

SELLER'S SIGNATURE

Paul F. Kaleta trustee Dated: 9/22/2021
Paul F. Kaleta, trustee

Vicky Kaleta trustee Dated: 9/22/2021
Vicky E. Kaleta, trustee

STATE OF NEVADA)
COUNTY OF DOUGLAS) ss.



On this 22nd day of September, 2021, before me, personally appeared Paul F. Kaleta And Vicky E. Kaleta personally known to me or proved to me to be on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument of the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature] 09/22/2021
NOTARY PUBLIC

