

DOUGLAS COUNTY, NV

2023-995175

Rec:\$40.00

\$40.00 Pgs=30

03/31/2023 03:06 PM

TICOR TITLE - GARDNERVILLE

SHAWNYNE GARREN, RECORDER

APN # 1322-00-001-034, 1321-00-001-024, 1222-00-001-041,  
1321-00-002-013, 1222-00-001-045, 1222-00-001-026, 1222-00-  
001-024 portion of 1321-00-001-021

Escrow # 02203284-RLT

The undersigned hereby affirms that this document  
submitted for recording does not contain the social  
security number of any person or persons.

(Pursuant to NRS 239b.030)

Recording Requested by and Return to:

TICORTITLE OF NEVADA, INC.  
1483 US Highway 395 N, Suite B

Gardnerville, NV 89410

THIS DOCUMENT IS BEING RECORDED  
AS AN ACCOMMODATION ONLY. NO  
LIABILITY IS ASSUMED HEREBY.

Grant of Conservation Easement for  
Forest and Range Land

(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2  
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

APNs: 1322-00-001-034, 1321-00-001-024, 1222-00-001-041, 1321-00-002-013,  
1222-00-001-045, 1222-00-001-026, 1222-00-001-024 and a portion of 1321-00-001-021

**RECORDED AT THE REQUEST OF:**

Bently Family LLC  
1697 Esmeralda Ave  
Minden, Nevada 89423

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

**THIS DOCUMENT IS BEING RECORDED  
AS AN ACCOMMODATION ONLY. NO  
LIABILITY IS ASSUMED HEREBY.**

**SIGNED IN COUNTERPART**

**GRANT OF CONSERVATION EASEMENT FOR FOREST AND RANGE LAND**

This Grant of Conservation Easement for Forest and Range Land (the "**Conservation Easement**") is granted on this 30 day of March, 2023 by Bently Family LLC ("**Landowner**"), to The American Wild Horse Preservation Campaign, a California nonprofit corporation ("**Easement Holder**") herein collectively referred to as the "**Parties**" and individually as a "**Party**".

**RECITALS**

A. Landowner is the sole owner in fee simple of certain real property consisting of approximately 1340.42 acres, located in Douglas County, Nevada, as further described in **Exhibits A through H, inclusive** and attached hereto and incorporated herein by reference (the "**Protected Property**") and depicted in **Exhibit I** attached hereto and incorporated herein by reference (the "**Protected Property Map**"). Landowner desires to grant a Conservation Easement over the Protected Property.

B. Easement Holder is a "qualified conservation organization" as defined in Section 170(h)(3) the Internal Revenue Code of 1986, as amended, and is eligible to hold this Conservation Easement pursuant to the Nevada Revised Statutes §§ 111.390 - 111.440.

C. The Protected Property consists of a rangeland and associated wildlife habitat. The Protected Property does not include "Excluded Areas" as described in the attached legal description(s) and such excluded areas are not subject to the limitations of this Conservation Easement.

D. Landowner desires to convey, pursuant to Douglas County Code 20.500 Transfer of Development Rights, the Conservation Easement to Easement Holder to assure that the rangeland productivity, wildlife habitat and open space values (referred to herein as the "**Conservation Values**") will be conserved and sustained in perpetuity as provided herein, and that uses of the land that are inconsistent with these Conservation Values will be prevented or corrected.

E. Landowner and Easement Holder desire to conserve and encourage in harmony all of the Conservation Values of the Protected Property, which are of great importance to Landowner, Easement Holder, and the people of Douglas County. Landowner and Easement Holder therefore intend by this Conservation Easement to establish certain covenants, restrictions and standards respecting the use and operation of the Protected Property and to establish a method for addressing and resolving issues that may arise as conditions and circumstances that affect the Protected Property evolve over time.

### **DEED AND AGREEMENT**

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landowner hereby grants and conveys to The American Wild Horse Preservation Campaign, a California nonprofit corporation, its successors and assigns, and The American Wild Horse Preservation Campaign, a California nonprofit corporation hereby accepts, a perpetual "easement for conservation," as defined in the Nevada Revised Statutes 111.410, of the nature and character described in this Conservation Easement.

1. **Purpose.** The purposes of this Conservation Easement are to identify sustain, and forever protect the Conservation Values from impairment ("**Conservation Purposes**"). The Parties intend that the Conservation Purposes be achieved through continued ranching and grazing uses, as well as other forest and range uses, of the Protected Property as herein provided. The Parties further agree that some changes in the current forest and range uses, as hereinafter permitted, may be necessary to promote the continuing commercial viability of the forest and range uses of the Protected Property and thus assist in achieving the Conservation Purposes.

Under this Conservation Easement, "**impairment**" of Conservation Values means a material adverse change in Conservation Values. The determination of actual and potential impacts of a particular activity or use on Conservation Values shall take into account the impacts of the activity or use in question as well as the cumulative impacts of other uses and activities on the Protected Property. In every evaluation of whether impairment of Conservation Values has occurred or is threatened, both the magnitude and the duration of the actual or potential changes(s) shall be considered.

2. **Landowner's Permitted Uses.** Except as prohibited or otherwise limited by the provisions of Section 4, below, and subject to all other applicable requirements of this Conservation Easement, Landowner reserves the right to use and enjoy, and to authorize others to use and enjoy, the Protected Property in any manner and to such extent as is consistent with the Conservation Purposes. Landowner's reserved rights shall include, but are not limited to:

(a) The right to construct within the Protected Property any structures, improvements or accessory uses as may be allowed under the terms of this conservation easement. Landowner agrees that use of undeveloped portions of the Protected Property shall be restricted to use for forest and range purposes. In addition, the inability of Landowner, or Landowner'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.

(b) The right to grant third-party authorizations for the exercise of Landowner's reserved rights;

(c) The Conservation Easement permits public access to the Protected Property for its intended uses, as well as required access to any large parcels resulting from a land division map permitted under Section 4 (a) of this conservation easement. Access to Excluded areas through the Protected Property is also permitted.

3. **Easement Holder's Rights.** In order to accomplish the Conservation Purposes, the rights and interests that are conveyed to Easement Holder by this Conservation Easement are the following:

(a) **Entry Rights.** Easement Holder may enter upon the Protected Property at reasonable times in order to monitor Landowner's compliance with the terms and conditions of this Conservation Easement. Except in cases where, due to emergent or unforeseen events, Easement Holder has determined that immediate entry is required to prevent, terminate, or mitigate a violation of the Conservation Easement, easement Holder shall provide Landowner with notice of each entry at least seven (7) days in advance of the entry, and shall not unreasonably interfere with the Landowner's use and quiet enjoyment of the Protected Property.

(b) **Enforcement.** Easement Holder may initiate action to prevent or remedy any activity on or use of the Protected Property is violation of this Conservation Easement, in accordance with the provision of Section 6 below. Furthermore, the Parties agree that Douglas County, a political subdivision of the State of Nevada, shall have the right to enforce this easement in the event of any breach. The Parties acknowledge and agree that Douglas County is an intended beneficiary of this easement and shall have the right to seek injunctive relief and/or damages for any breach of this easement.

4. **Prohibited Uses of the Protected Property.** In making this grant, Landowner has considered the possibility that uses prohibited by the terms of this Conservation Easement may be or become relatively more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to uses prohibited on the Protected Property. It is the intent of the Parties that any such changes shall not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Conservation Easement.

(a) **Subdivision.** Except for a division of land into large parcels creating parcels at least 40 acres in size, the subdivision of the Protected Property, whether by physical, legal or any other process, is prohibited.

(b) **Development Rights.** Except as expressly reserved by Landowner under the provisions of Section 2, above, all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property are terminated and extinguished and may

not be used on or transferred to any portion of the Protected Property as it now or hereafter may be bounded or described.

(c) **Non-forest and range uses, except as provided by the terms of this Conservation Easement.**

5. **Responsibilities of Landowner and Easement Holder Not Affected.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Easement Holder, or in any way to affect any existing obligation of the Landowner as owner of the Protected Property.

6. **Monitoring and Enforcement.**

(a) Notice and Opportunity to Cure. If either party to this Conservation Easement (the "**Non-Defaulting Party**") determines that the other party (the "**Defaulting Party**") is in violation of any term of this Conservation Easement or that a violation is threatened, the Non-Defaulting Party shall deliver written notice to the Defaulting Party of such violation. Not later than fourteen (14) days after the delivery of such written notice the parties shall meet on the Protected Property to discuss the circumstances of the asserted violation and to attempt to agree on appropriate corrective action. If the parties are unable to so agree, the Non-Defaulting Party shall deliver a further written notice to the Defaulting Party to demand particular corrective action to cure the violation and, if the violation or threatened violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Easement Purpose, to restore the portion of the Protected Property so injured. The Defaulting Party shall cure the violation within thirty (30) days after receipt of such demand notice from the Non-Defaulting Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, shall commence curing such violation as soon as possible within such thirty (30) day period and shall continue diligently to cure such violation until finally cured. The opinions of any expert(s) engaged to assist the parties in the resolution of an asserted violation shall be admissible in any judicial proceedings conducted with respect to that asserted violation.

(b) Non-Binding Mediation. If the Defaulting Party disagrees with the Non-Defaulting Party respecting the existence or threatened existence of a violation by the Defaulting Party of any provision of this Grant, then the Defaulting Party and the Non-Defaulting Party may elect to submit such dispute to non-binding mediation. Venue for any mediation proceedings under this Section 8 shall be in Douglas County, Nevada, or another mutually acceptable location, and the cost of such mediation proceedings shall be shared equally by the parties.

(c) Judicial Remedies. If (i) the parties are unable to resolve any dispute through the non-binding mediation proceedings set forth in Subsection 9(b) within thirty (30) days of the commencement of such proceedings; or (ii) the parties do not mutually agree to submit their dispute to mediation pursuant to Subsection 9(b), and (iii) the Defaulting Party fails to cure the violation within thirty (30) days after receipt of the demand notice from the Non-Defaulting Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Non-Defaulting Party may bring an action

at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, 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 Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of forest and range land or environmental values enumerated in this conservation easement, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

(d) Emergency Relief. If the Non-Defaulting Party reasonably determines that circumstances require immediate action to prevent or mitigate significant, long-term damage to the Conservation Values, the Non-Defaulting Party may pursue its remedies under this Section 9 without notice to the Defaulting Party or without waiting for the period provided for cure to expire.

(e) Cumulative Remedies. Each party's rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and each party agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Non-Defaulting Party shall be entitled to the injunctive relief described in Subsection 7(c), both prohibitive and mandatory, in addition to such other relief to which the Non-Defaulting Party may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Each party'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.

7. **Forbearance No Waiver**. Forbearance by the Easement Holder to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Landowner shall not be construed to be a waiver by the Easement Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement. No delay or omission in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver.

8. **Easement Holder Transfer of Easement.**

(a) Easement Holder may assign its interest under this Conservation Easement; *provided*, Easement Holder shall first provide Landowner with written notice of such intention or requirement and shall allow Landowner a period of one hundred eighty (180) days within which to designate an assignee that is: (i) qualified to hold a conservation easement under Section 111.410 of the Nevada Revised Statutes; (ii) a **"qualified organization"** as defined in Section 170(h)(3) of the U.S. Internal Revenue Code, 26 U.S.C. §170(h)(3); (iii) not an **"Affiliate"** (as defined below) of Landowner or any lessee of any portion of the Protected Property; (iv) willing and financially able to assume all of the responsibilities imposed on Easement Holder under this Conservation Easement; and (v) willing to carry out the Conservation Purposes of this Conservation Easement. As used in this Subsection 9(a) **"Affiliate"** means an entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another person or entity. In the event that at the end of the one hundred eighty (180) day period either an assignment has not been made or Landowner has not petitioned a court of competent jurisdiction to transfer this Conservation Easement to an entity that meets the

foregoing four designation criteria, Easement Holder may proceed to transfer this Conservation Easement to any entity that meets all of the foregoing designation criteria or to petition a court of competent jurisdiction to do so. The Parties intend that, in the selection of a transferee, preference be given to a qualified organization with an open space conservation purpose as well as requisite experience in preserving and protecting the other Conservation Values. Said organization should have a board, staff, or consultants with practical open space management experience.

(b) If Easement Holder ever ceases to exist or no longer qualifies under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, or no longer meets all of the four designation criteria stated in Subsection 11(a), then Landowner shall petition a court of competent jurisdiction to transfer this Conservation Easement.

**9. Landowner Transfer of the Protected Property.**

(a) Notification. Any time the Protected Property itself or any interest in it, including but not limited to, an instrument granting authorization, a license, an easement, or a lease, is transferred by the Landowner to any third party, the Landowner shall notify the Easement Holder in writing prior to the transfer of the Protected Property, and the deed of conveyance or other instrument, shall expressly refer to this Conservation Easement and require compliance with the terms and conditions of the Conservation Easement. Failure to notify Easement Holder or to include the required reference to this Conservation Easement in the deed or other instrument shall not affect the continuing validity and enforceability of this Conservation Easement.

(b) Transfer Fee. Easement Holder shall not impose a transfer fee on Landowner for the transfer of the Protected Property.

(c) No Merger. The Parties intend that a transfer to Easement Holder of the fee interest in the Protected Property, or any portion thereof, shall not be deemed to result in a merger of the Conservation Easement into the fee title. In the event of such transfer, Easement Holder shall continue to manage the Protected Property in accordance with the Conservation Purposes and, in the event of a subsequent transfer by Easement Holder of its fee interest in the Protected Property, Easement Holder shall reserve therefrom the Conservation Easement.

**10. Amendment of Easement.** This Conservation Easement may be amended only with the written consent of Easement Holder, the Landowner and Douglas County, a political subdivision of the State of Nevada. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with the provisions of 7 CFR Part 1491, and any regulations promulgated in accordance with that section. All amendments shall refer to this Conservation Easement and shall be recorded in the official records of Douglas County, Nevada.

**11. No Public Dedication or Public Access.** Nothing contained in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Protected Property for use by the general public. This instrument does not convey a general right of access to the public.

(a) Nothing in this section shall limit the holder of any existing easement over the Protected Property, in existence at the time of recording of this Conservation Easement, from improving, maintaining, or further dedicating said easements.

12. **Landowner's Title Warranty; No Prior Conservation Easements.** Landowner represents and warrants that Landowner has good fee simple title to the Protected Property, free from all liens or encumbrances, and hereby promises to defend the same against all claims that may be made against it. Landowner represents and warrants that the Protected Property is not subject to any other conservation easement. Landowner may grant and subsequent easements on the Protected Property provided that such easements do not interfere with the Conservation Purposes. Easement Holder shall be notified at least ninety days in advance, in writing, of any proposed easement for the Protected Property, which notice shall include the proposed easement.

13. **Interpretation.** This instrument shall be interpreted under the laws of the State of Nevada, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purposes. If any provision of this Conservation Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provisions 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.

14. **Perpetual Duration.** The easement created by this instrument shall be a servitude running with the land in perpetuity.

15. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by other common method whereby receipt is confirmed, and addressed as follows or such other address as either party from time to time shall designate by written notice to the other.

To LANDOWNER: Bently Family, LLC  
Attn. Jeff Jarboe, its manager  
1597 Esmeralda Ave  
Minden, Nevada 89423

To EASEMENT HOLDER: the American Wild Horse Preservation Campaign, a California  
nonprofit corporation  
Attn. Suzanne Roy, Executive Director  
P.O. Box 1733  
Davis, California 95617

To DOUGLAS COUNTY Douglas County  
c/o County Manager  
P.O. Box 218  
Minden, Nevada 89423  
Phone: (775) 782-9821



16. **Laws Currently in Effect.** All references in this Conservation Easement to statutes, regulations, Douglas County ordinances and other laws shall be deemed to refer to those statutes, ordinances, regulations and laws currently in effect. The ordinances, resolutions, and regulations applicable to the Protected Property and the transfer development rights derived from the Protected Property are those in effect on the Effective Date of this Conservation Easement as defined below in Section 26.

17. **Recordation.** Easement Holder shall promptly record this instrument in the official records of Douglas County, Nevada, above, and promptly notify the Landowner through the mailing of a conformed copy of the recorded Conservation Easement.

18. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Protected Property and supersedes all prior discussions, negotiations, understandings or agreements relating to the Protected Property, all of which are herein merged.

19. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

20. **Attorneys' and Experts Fees.** Should proceedings be brought to enforce or interpret any of the terms of this instrument, the prevailing party in any such proceedings shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' and experts' fees.

21. **Permission; Landowner to Bear Costs and Expenses of Review.** Whenever Easement Holder's permission, consent or approval is required pursuant to this Conservation Easement, such permission, consent or approval shall be obtained in advance and in writing from Easement Holder. Except as otherwise provided in this Conservation Easement, whether permission, consent or approval should be granted or denied shall be determined based upon the purposes of this Conservation Easement. Landowner shall be solely responsible for bearing all reasonable costs and expenses, including reasonable attorneys' and consultants' fees and costs, of: (i) Easement Holder's review of any request by Landowner for Easement Holder's permission, consent, or approval of any development or other use of the Protected Property for which Easement Holder's discretionary permission, consent or approval is required under this Conservation Easement; and (ii) Easement Holder's participation, at Landowner's request, in any regulatory proceeding for consideration of proposed development or other use of the Protected Property allowed under this Conservation Easement.

22. **Compliance with Applicable Laws.** Landowner remains solely responsible for obtaining any applicable governmental permits or other approvals for any activity or use allowed under this Conservation Easement. No right or privilege granted in this Conservation Easement, nor any right retained by Landowner, shall be interpreted as exempting Landowner from complying with all statutes, laws, ordinances, rules, regulations, codes, orders, or other restrictions applicable to the Protected Property.

23. **Exhibits.** The exhibits attached hereto are incorporated herein by this reference:

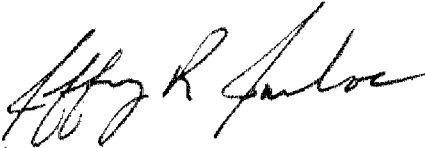
Exhibit A through H, Inclusive: Protected Property Description  
Exhibit I: Protected Property map

24. **Effective Date.** This Conservation Easement is effective on the date of recordation in the Official Records of Douglas County, Nevada (the "Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**LANDOWNER:**

BENTLY FAMILY LLC

By:   
Jeff Jarboe, Manager

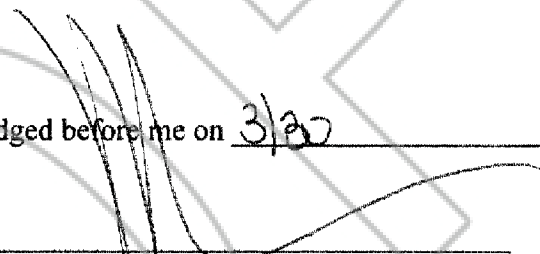
**EASEMENT HOLDER:**

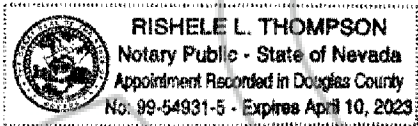
THE AMERICAN WILD HORSE  
PRESERVATION CAMPAIGN, A  
CALIFORNIA NONPROFIT  
CORPORATION

By: SIGNED IN COUNTERPART  
Suzanne Roy, Executive Director

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on 3/30, 2023,  
by Jeff Jarboe.

  
Signature of Notarial Officer



STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on \_\_\_\_\_, 2023,  
by Suzanne Roy.

\_\_\_\_\_  
Signature of Notarial Officer

Exhibit A through H, Inclusive: Protected Property Description  
Exhibit I: Protected Property map

24. **Effective Date.** This Conservation Easement is effective on the date of recordation in the Official Records of Douglas County, Nevada (the "Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**LANDOWNER:**

BENTLY FAMILY LLC

**EASEMENT HOLDER:**

THE AMERICAN WILD HORSE  
PRESERVATION CAMPAIGN, A  
CALIFORNIA NONPROFIT  
CORPORATION

By: SIGNED IN COUNTERPART  
Jeff Jarboe, Manager

By: Suzanne Roy, Executive Director  
Suzanne Roy, Executive Director

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on \_\_\_\_\_, 2023,  
by Jeff Jarboe.

**See Attached CA  
Compliant  
Acknowledgement**

\_\_\_\_\_  
*Signature of Notarial Officer*

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on \_\_\_\_\_, 2023,  
by Suzanne Roy.

\_\_\_\_\_  
*Signature of Notarial Officer*

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Yolo

Tony Vernon, Notary Public

On March 30, 2023 before me, \_\_\_\_\_, Notary Public,  
(Here insert name and title of the officer)

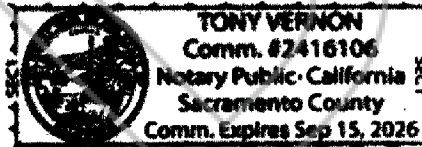
personally appeared Suzanne Roy

who proved to me on the basis of satisfactory evidence to be the person(s) 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 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Grant of Conservation Easement  
(Title or description of attached document)

APN 1322-00-001-034  
(Title or description of attached document continued)

Number of Pages 37 Document Date 3-30-2023

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she~~/they, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

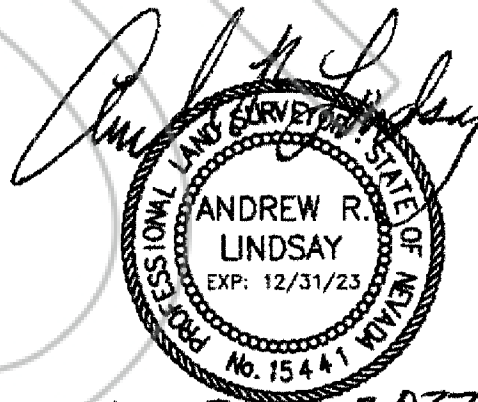
**EXHIBIT B**  
**CONSERVATION AREA**  
**BENTLY FAMILY LIMITED PARTNERSHIP**  
**(over A.P.N. 1222-00-001-026)**

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

A strip of land for conservation purposes being portions of Sections 9 and 16, Township 12 North, Range 22 East, M.D.&M., more particularly described as follows:

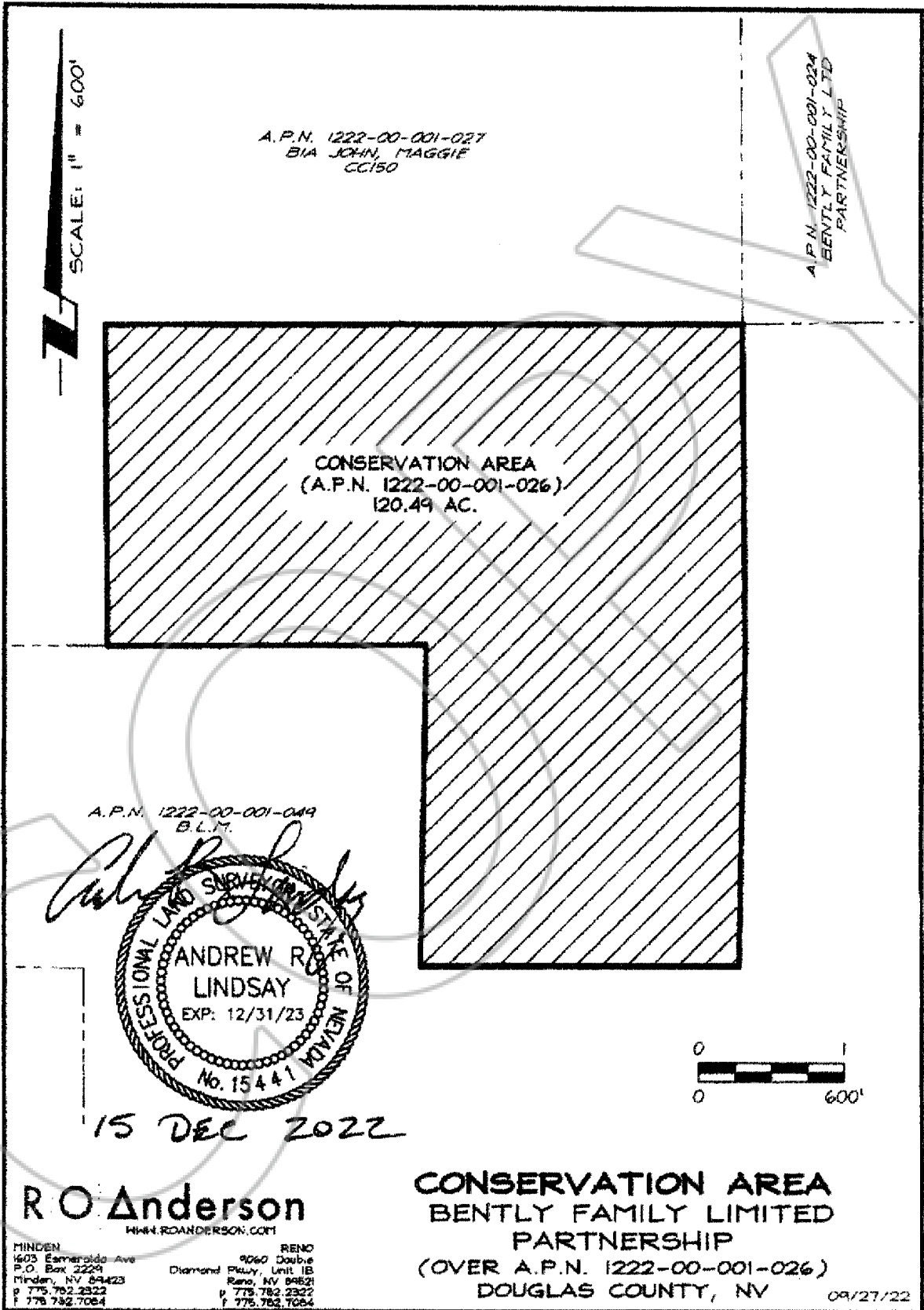
Section 9: Southeast 1/4 of the Southwest 1/4; Southwest 1/4 of the Southeast 1/4  
Section 16: Northwest 1/4 of the Northeast 1/4, containing 120.49 acres, more or less.

Prepared by: R. O. ANDERSON ENGINEERING, INC.  
Andrew R. Lindsay, P.L.S. 15441  
P.O. Box 2229  
Minden, Nevada 89423



16 DEC 2022

EXHIBIT B



Y:\Client\_Files\1640\1640-063\CAD\Survey\DRV\APN 1222-00-001-026.dwg 4/27/2022 3:31:11 PM Rina Kanny

MINDEN  
1603 Emerald Ave  
P.O. Box 2224  
Minden, NV 89423  
p 775.782.2322  
f 775.782.7084

RENO  
9060 Double  
Diamond Pkwy, Unit 1B  
Reno, NV 89521  
p 775.782.2322  
f 775.782.7084

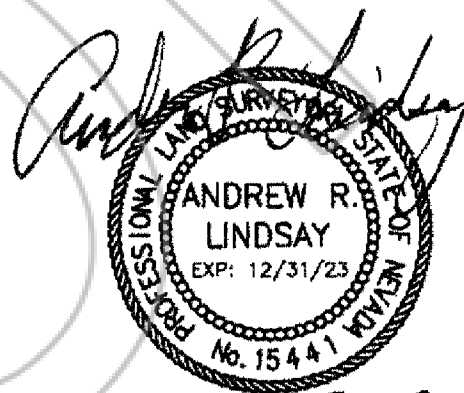
**EXHIBIT C**  
**CONSERVATION AREA**  
**BENTLY FAMILY LIMITED PARTNERSHIP**  
**(over A.P.N. 1222-00-001-041)**

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

A strip of land for conservation purposes being portions of Section 18, Township 12 North, Range 22 East, M.D.&M., more particularly described as follows:

North 1/2 of the Northeast 1/4, containing 86.26 acres, more or less.

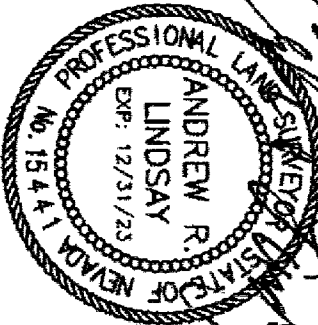
Prepared by: R. O. ANDERSON ENGINEERING, INC.  
Andrew R. Lindsay, P.L.S. 15441  
P.O. Box 2229  
Minden, Nevada 89423



16 DEC 2022

EXHIBIT C

A.P.N. 1222-00-001-040  
BIA MOORE, MARKET  
CC159



15 DEC 2022



A.P.N. 1222-00-001-037  
BIA JOHN, GERMAINE CC152

CONSERVATION AREA  
(A.P.N. 1222-00-001-041)  
86.26 AC.

A.P.N. 1222-00-001-042  
BIA LUTENBAUGH,  
ANDY CC165

A.P.N. 1222-00-001-033  
BIA JOHN, SUSSIE CC151

A.P.N. 1222-00-001-045  
BENTLY FAMILY LTD  
PARTNERSHIP

**CONSERVATION AREA  
BENTLY FAMILY LIMITED  
PARTNERSHIP  
(OVER A.P.N. 1222-00-001-041)  
DOUGLAS COUNTY, NV**

MINDEN 1800 Emerald Ave Reno, NV 89501  
P.O. Box 2224 Reno, NV 89423  
Phone: 775.782.4202  
Fax: 775.782.4202  
WWW.RANDERSON.COM

**R O Anderson**

Y:\Client Files\1640\1640-063\CAD\Survey\TDR\APN 1222-00-001-041.dwg 9/27/2022 3:40:07 PM Ring Kampy

09/27/22

SCALE: 1" = 600'



**EXHIBIT D**  
**CONSERVATION AREA**  
**BENTLY FAMILY LIMITED PARTNERSHIP**  
**(over A.P.N. 1222-00-001-045)**

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

A strip of land for conservation purposes being portions of Section 17, Township 12 North, Range 22 East, M.D.&M., more particularly described as follows:

South 1/2 of the Northwest 1/4, containing 88.52 acres, more or less.

Prepared by: R. O. ANDERSON ENGINEERING, INC.  
Andrew R. Lindsay, P.L.S. 15441  
P.O. Box 2229  
Minden, Nevada 89423

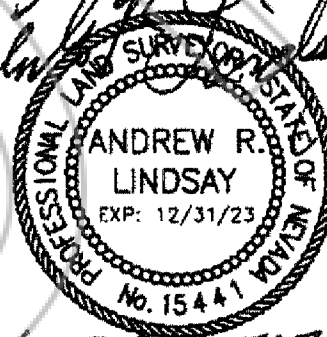


EXHIBIT D

A.P.N. 1222-00-001-041  
BENTLY FAMILY LTD  
PARTNERSHIP

A.P.N. 1222-00-001-039  
BIA JOHN SUSSIE CC151

A.P.N. 1222-00-001-042  
BIA LUTENBALGH,  
ANDY CC158

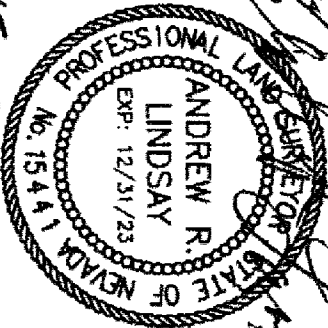
CONSERVATION AREA  
(A.P.N. 1222-00-001-045)  
89.52 AC.

A.P.N.  
1222-00-001-047  
BIA CHARLEY  
AUSTIN CC148

A.P.N. 1222-00-002-025  
BENTLY FAMILY LTD  
PARTNERSHIP

A.P.N.  
1222-00-001-044  
BIA CHARLEY  
MASHOE CC149

A.P.N. 1222-00-001-046  
BIA CHARLEY, SHADDIE CC146



SCALE: 1" = 600'

RO Anderson

15 DEC 2022

CONSERVATION AREA  
BENTLY FAMILY LIMITED  
PARTNERSHIP  
(OVER A.P.N. 1222-00-001-045)  
DOUGLAS COUNTY, NV

THIRDEN 9040 Double  
1605 Emerald Ave. Diamond Pt. Unit 1B  
P.O. Box 2229 Reno, NV 89502  
Phone: 775 782 7224 Fax: 775 782 7224  
WWW.ROANDERSON.COM

Tracilent Files: 16401640-063 VCA D:\Survey\10R\APN 1222-00-001-045.dwg 9/27/2022 3:16:56 PM Rod Kempy

09/27/22

**EXHIBIT E**

**CONSERVATION AREA  
BENTLY FAMILY LIMITED PARTNERSHIP  
(over A.P.N. 1321-00-001-021)**

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

A strip of land for conservation purposes being portions of Sections 15, 16, and 21, Township 13 North, Range 21 East, M.D.&M., more particularly described as follows:

Section 15: Southwest 1/4; South 1/2 of the Northwest 1/4  
Section 16: South 1/2 of the Northeast 1/4; Southeast 1/4  
Section 21: Northeast 1/4

**Excepting there from:**

Area 1 : **BEGINNING** at the corner of Sections 16, 15, 21, and 22 per the Dependent Resurvey and Subdivision Map for Bureau of Land Management dated January 20, 1978, Officially filed in Nevada State Office February 14, 1978;  
thence North 01°05'00" East, 1,037.26 feet;  
thence East, 807.55 feet;  
thence South, 988.41 feet;  
thence South 86°38'00" West, 632.33 to the **POINT OF BEGINNING**, containing 19.00 acres, more or less.

**together with:**

Area 2: **COMMENCING** at the center of Section 21 per the Dependent Resurvey and Subdivision Map for Bureau of Land Management dated January 20, 1978, Officially filed in Nevada State Office February 14, 1978;  
thence North 02°24'00" East, 867.38 feet to the **POINT OF BEGINNING**;  
then continuing along the west line 1,673.78 feet;  
thence East, 459.75 feet;  
thence South, 1,672.31 feet;  
thence West, 529.84 feet to the **POINT OF BEGINNING** containing 19.00 acres, more or less.

EXHIBIT E

1640-063  
1/24/2023  
Page 2 of 2

together with:

Area 3: **COMMENCING** at the corner of Sections 16, 15, 21, and 22 per the Dependent Resurvey and Subdivision Map for Bureau of Land Management dated January 20, 1978, Officially filed in Nevada State Office February 14, 1978;

thence North  $31^{\circ}18'48''$  West, 1,380.77 feet to the **POINT OF BEGINNING**;

thence North, 1,464.00 feet;

thence South  $84^{\circ}29'55''$  East, 1,181.70 feet;

thence South, 1,350.71 feet;

thence West, 1,176.26 feet to the to the **POINT OF BEGINNING**, containing 38.00 acres, more or less.

together with:

Area 4: **COMMENCING** at the corner of Sections 16, 15, 21, and 22 per the Dependent Resurvey and Subdivision Map for Bureau of Land Management dated January 20, 1978, Officially filed in Nevada State Office February 14, 1978;

thence North  $36^{\circ}07'25''$  West, 2,230.94 feet to the **POINT OF BEGINNING**;

thence, West, 495.00 feet;

thence, North, 1,672.31 feet;

thence East, 495.00 feet;

thence South, 1,672.31 feet to the to the **POINT OF BEGINNING**, containing 19.00 acres, more or less.

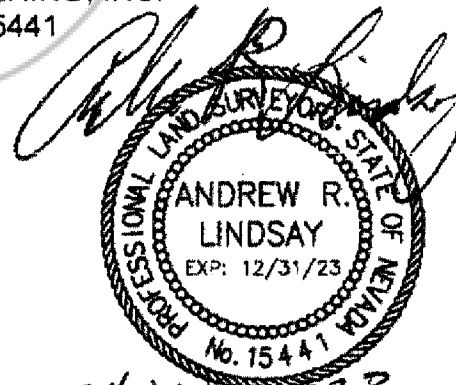
Overall area contains 573.98 acres, more or less.

Prepared by: R. O. ANDERSON ENGINEERING, INC.

Andrew R. Lindsay, P.L.S. 15441

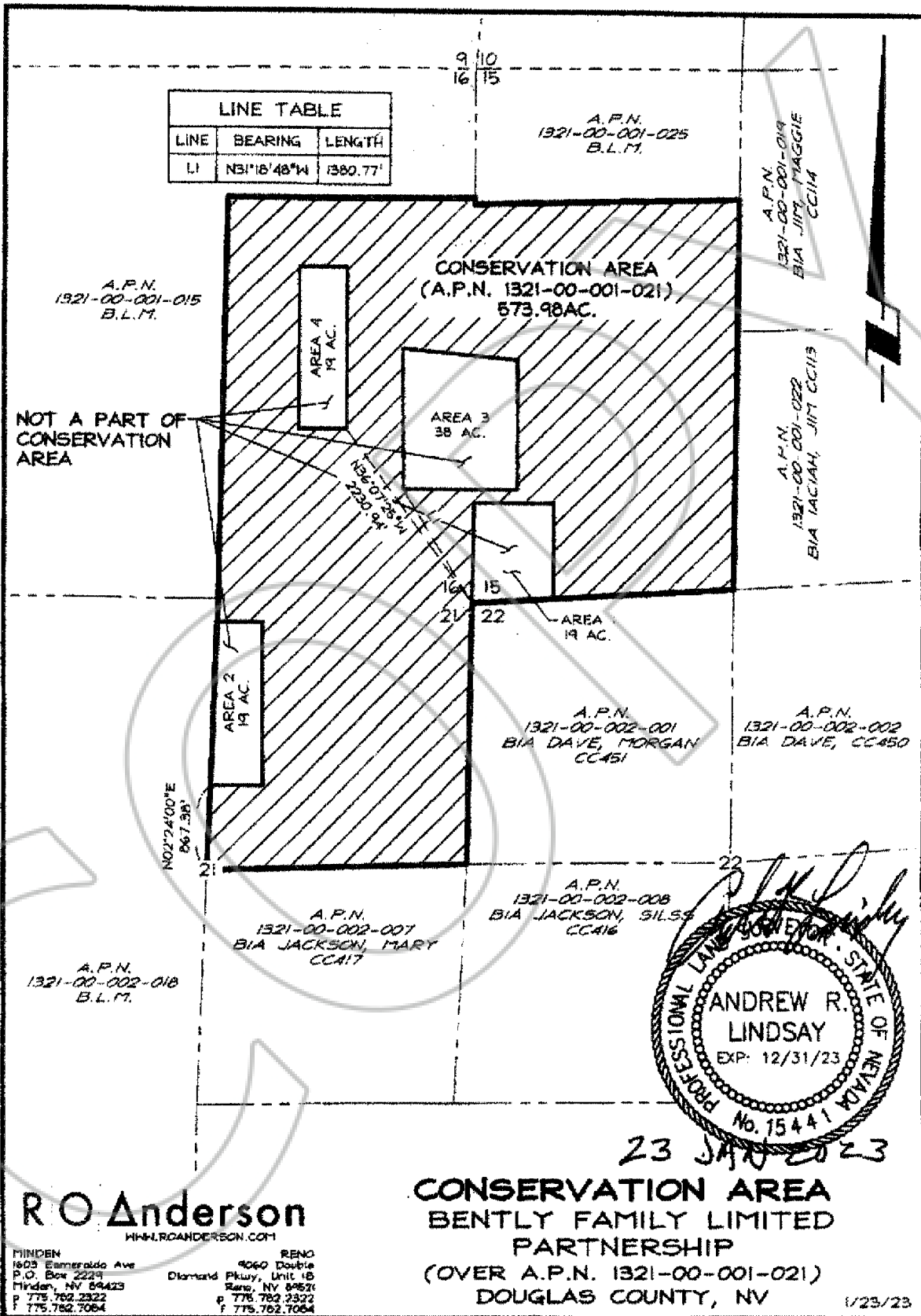
P.O. Box 2229

Minden, Nevada 89423



24 JAN 2023

EXHIBIT E



Y:\Client Files\1640\1640-063\CAD\Survey\TDR\APN 1321-00-001-021.dwg 1/23/2023 11:34:51 AM Rho Kampy

**R O Anderson**  
 WWW.ROANDERSON.COM

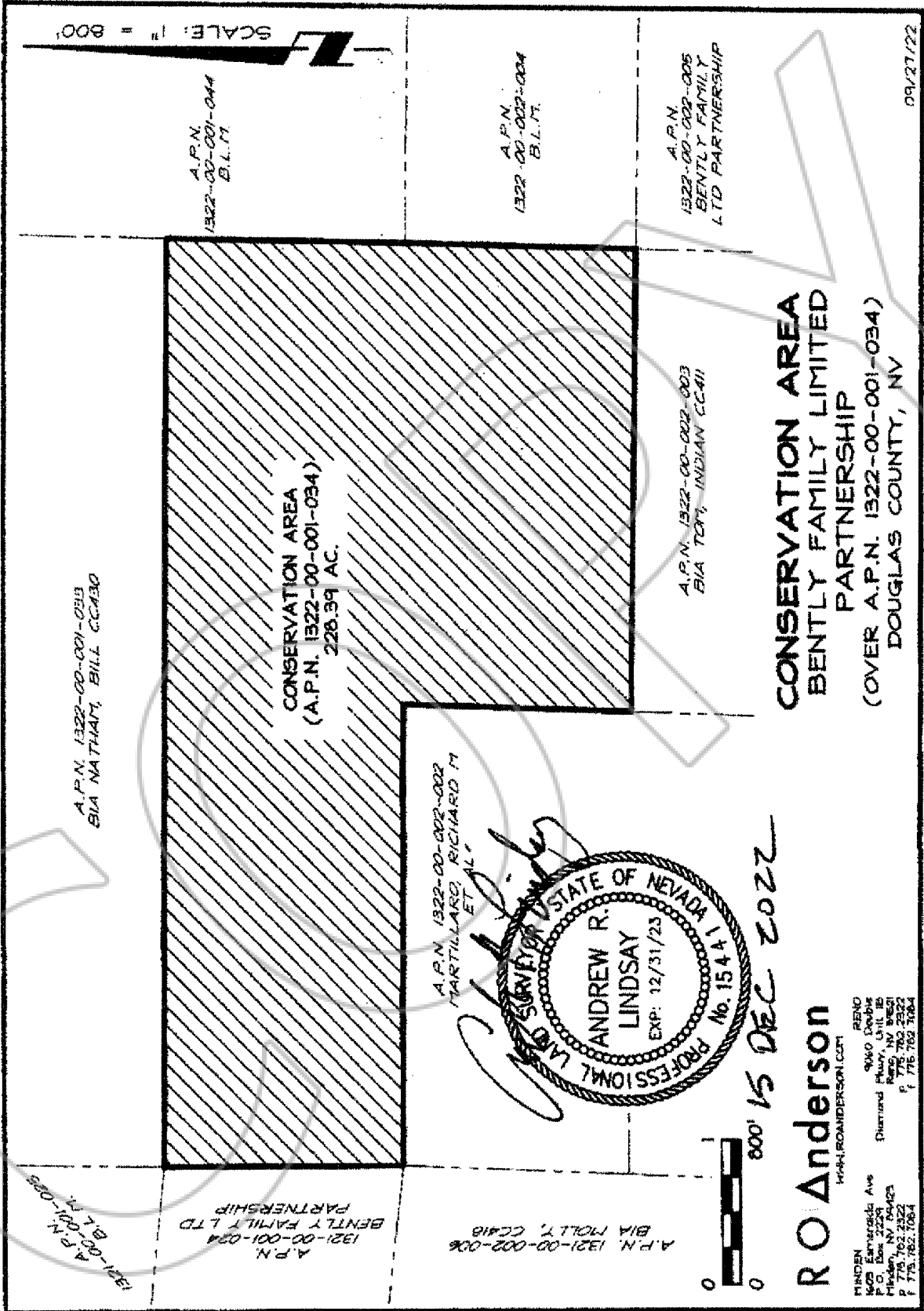
**CONSERVATION AREA**  
**BENTLY FAMILY LIMITED**  
**PARTNERSHIP**  
 (OVER A.P.N. 1321-00-001-021)  
 DOUGLAS COUNTY, NV

MINDEN 1605 Emerald Ave P.O. Box 2224 Minden, NV 89423 P 775.762.2322 F 775.762.7064

RENO 9060 Double Diamond Pkwy, Unit 18 Reno, NV 89521 P 775.762.2322 F 775.762.7064

1/23/23

EXHIBIT G



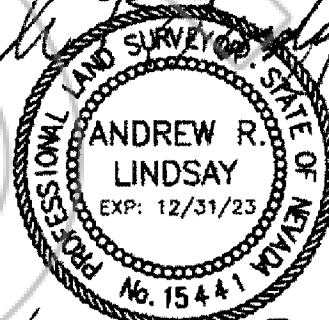
**EXHIBIT H  
CONSERVATION AREA  
BENTLY FAMILY LIMITED PARTNERSHIP  
(over A.P.N. 1321-00-002-013)**

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

A strip of land for conservation purposes being portions of Section 24, Township 13 North, Range 21 East, M.D.&M., more particularly described as follows:

Southwest 1/4 of the Southeast 1/4, containing 40.00 acres, more or less.

Prepared by: R. O. ANDERSON ENGINEERING, INC.  
Andrew R. Lindsay, P.L.S. 15441  
P.O. Box 2229  
Minden, Nevada 89423



14 FEB 2023

Exhibit H

A.P.N. 1321-00-005-012  
BIA JOE, LITTLE CCR#11

A.P.N. 1321-00-002-011  
BIA JACKSON, JOHN CCR#12

CONSERVATION AREA  
(A.P.N. 1321-00-002-013)  
40.00 AC.

A.P.N. 1321-00-002-014  
BIA JACK, JULIA CCR#13

A.P.N. 1321-00-002-015  
BIA JACK, OLD CCR#9

14 FEB 2023  
PROFESSIONAL LAND SURVEYOR  
ANDREW R. LINDSAY  
No. 1544  
EXP: 12/31/23  
STATE OF NEVADA

SCALE: 1" = 400'



**R O Anderson**  
RANDY ANDERSON, CMT  
11400 E. SAGEHAWK AVE  
SUITE 100  
DENVER, CO 80231  
P 773.762.7044  
F 773.762.7044  
E RANDY@ROANDERSON.COM

**CONSERVATION AREA**  
**BENTLEY FAMILY LIMITED**  
**PARTNERSHIP**  
(OVER A.P.N. 1321-00-002-013)  
**DOUGLAS COUNTY, NV**

Client: 11400 E. SAGEHAWK AVE, DENVER, CO 80231  
Date: 2/14/2023 2:33:04 PM  
Printer: Rina Kamy

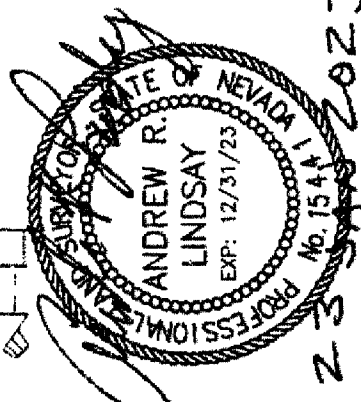
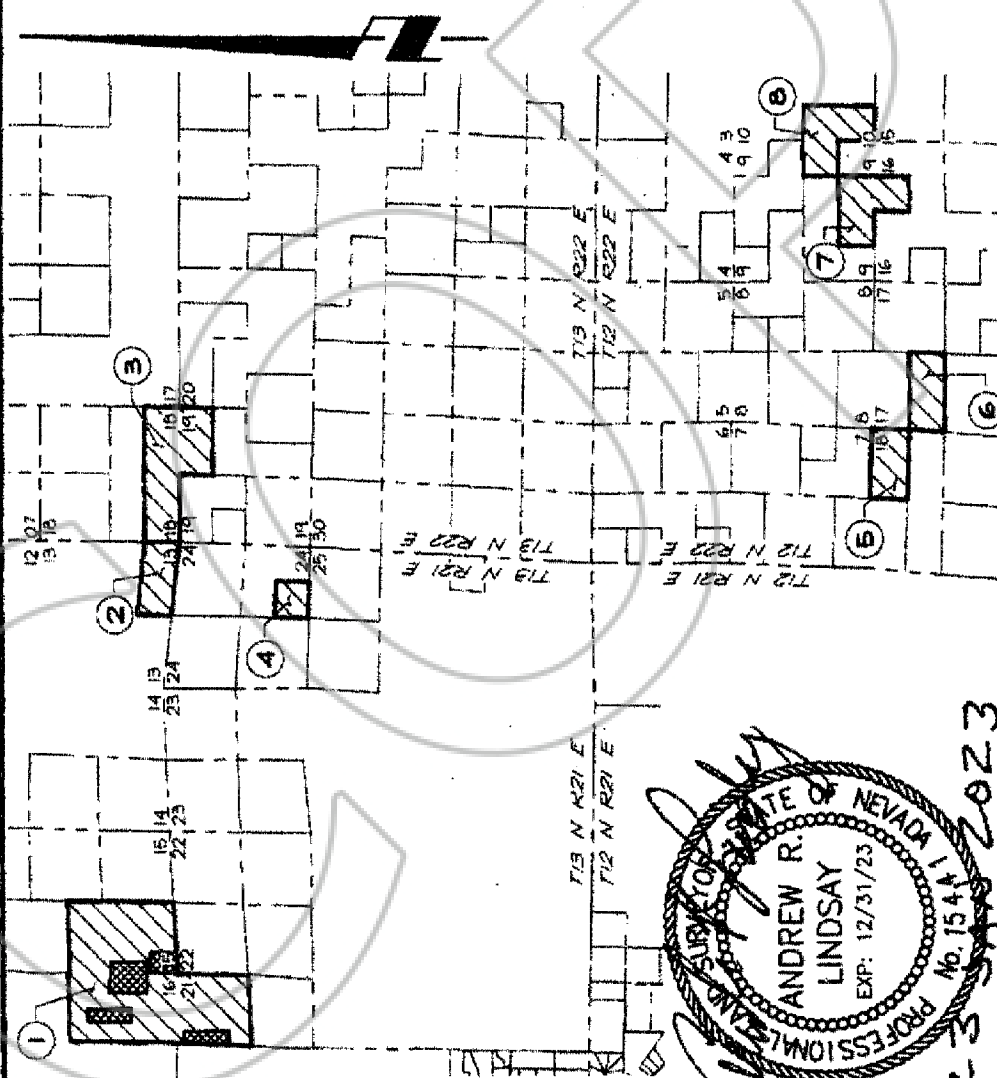
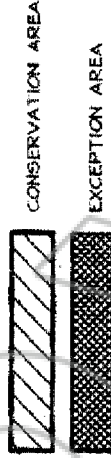
02/14/23



# PARCEL

- ① A.P.N. 1321-00-001-021  
BENTLY FAMILY LTD PARTNERSHIP
- ② A.P.N. 1321-00-001-024  
BENTLY FAMILY LTD PARTNERSHIP
- ③ A.P.N. 1322-00-001-034  
BENTLY FAMILY LTD PARTNERSHIP
- ④ A.P.N. 1321-00-002-013  
BENTLY FAMILY LTD PARTNERSHIP
- ⑤ A.P.N. 1222-00-001-041  
BENTLY FAMILY LTD PARTNERSHIP
- ⑥ A.P.N. 1222-00-001-045  
BENTLY FAMILY LTD PARTNERSHIP
- ⑦ A.P.N. 1222-00-001-026  
BENTLY FAMILY LTD PARTNERSHIP
- ⑧ A.P.N. 1222-00-001-024  
BENTLY FAMILY LTD PARTNERSHIP

# LEGEND



**R O Anderson**  
 RO-ANDERSON.COM

MINIXEN  
 1603 Barracade Ave  
 P.O. Box 2274  
 Minden, NV 89021  
 P 775.782.2322  
 F 775.782.7024

RENO  
 4060 Double  
 Diamond Pkwy, Unit 18  
 Reno, NV 89521  
 P 775.782.2322  
 F 775.782.7024

# EXHIBIT I PROTECTED PROPERTY MAP (DOUGLAS COUNTY, NV)

01/23/23

EXHIBIT A

A.P.N. 1222-00-001-025  
BIA TOM, ANNIE CC161

A.P.N. 1222-00-001-025  
B.L.M.

A.P.N. 1222-00-001-027  
BIA JOHN, MAGGIE  
CC150

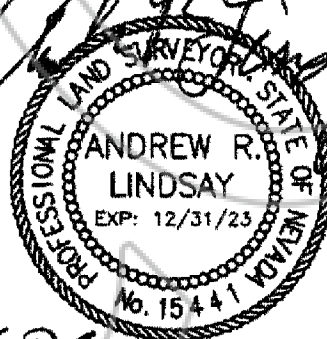
CONSERVATION AREA  
(A.P.N. 1222-00-001-024)  
121.11 AC.

A.P.N. 1222-00-001-049  
B.L.M.

A.P.N. 1222-00-001-026  
BENTLY FAMILY LTD  
PARTNERSHIP

A.P.N. 1222-00-001-051  
BIA PETER, WILLIAM  
CC684

*Andrew R. Lindsay*



15 DEC 2022

SCALE: 1" = 600'



Y:\Client Files\1640\1640-063\CAD\Survey\TDR\APN 1222-00-001-024.dwg 9/27/2022 3:52:16 PM Rina Kompy

**R O Anderson**  
WWW.ROANDERSON.COM

**CONSERVATION AREA  
BENTLY FAMILY LIMITED  
PARTNERSHIP  
(OVER A.P.N. 1222-00-001-024)  
DOUGLAS COUNTY, NV**

MINDEN 1603 Emeralds Ave P.O. Box 2229 Minden, NV 89423 p 775.782.2322 f 775.782.7084  
RENO 9060 Double Diamond Pkwy, Unit 115 Reno, NV 89521 p 775.782.2322 f 775.782.7084

09/27/22

**EXHIBIT A**  
**CONSERVATION AREA**  
**BENTLY FAMILY LIMITED PARTNERSHIP**  
**(over A.P.N. 1222-00-001-024)**

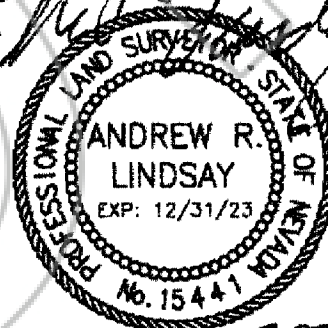
All that real property situate in the County of Douglas, State of Nevada, described as follows:

A strip of land for conservation purposes being portions of Sections 9 and 10, Township 12 North, Range 22 East, M.D.&M., more particularly described as follows:

Section 9: Northeast 1/4 of the Southeast 1/4

Section 10: West 1/2 of the Southwest 1/4, containing 121.11 acres, more or less.

Prepared by: R. O. ANDERSON ENGINEERING, INC.  
Andrew R. Lindsay, P.L.S. 15441  
P.O. Box 2229  
Minden, Nevada 89423



16 DEC 2022

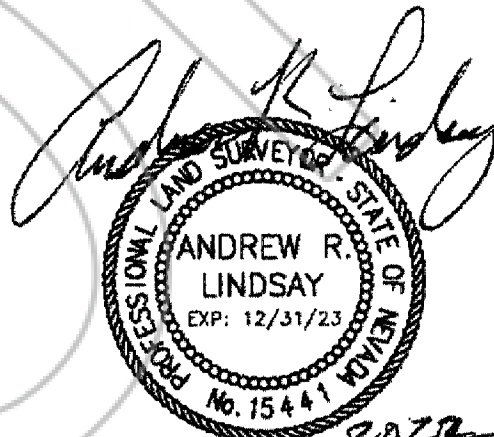
**EXHIBIT G**  
**CONSERVATION AREA**  
**BENTLY FAMILY LIMITED PARTNERSHIP**  
**(over A.P.N. 1321-00-001-034)**

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

A strip of land for conservation purposes being portions of Sections 18 and 19, Township 13 North, Range 22 East, M.D.&M., more particularly described as follows:

Section 18: South 1/2 of the Southeast 1/4; South 1/2 of the Southwest 1/4  
Section 19: North 1/2 of the Northeast 1/4, containing 228.39 acres, more or less.

Prepared by: R. O. ANDERSON ENGINEERING, INC.  
Andrew R. Lindsay, P.L.S. 15441  
P.O. Box 2229  
Minden, Nevada 89423



16 DEC 2022

EXHIBIT F

A.P.N. 1321-00-001-025  
B.L.M.

A.P.N. 1322-00-001-023  
BIA NATHAN? BILL CCM30

A.P.N. 1322-00-001-024  
BENTLY FAMILY LTD  
PARTNERSHIP

CONSERVATION AREA  
(A.P.N. 1321-00-001-024)  
82.32 AC.

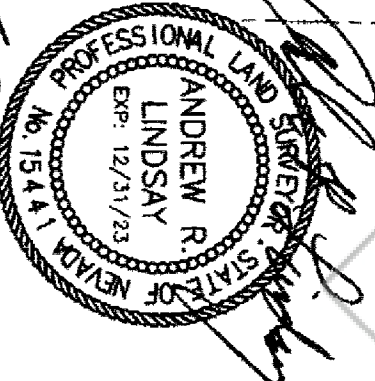
A.P.N.  
1321-00-002-025  
BIA FEADLER  
CHARLEY CCM45

A.P.N. 1321-00-002-006  
BIA MOLLY, CCM8

A.P.N. 1322-00-028-022  
MARTILLARD, RICHARD M  
ET AL\*



15 DEC 2022



R O Anderson

HRKROANDERSON.COM

HINCHEN  
1605 Emeralds Ave  
P.O. Box 2226  
Floyd, NV 89423  
P 775.782.2522  
F 775.782.7024

9060 Debrae  
Diamond Placer, Unit 13  
Reno, NV 89521  
P 775.782.2522  
F 775.782.7024

CONSERVATION AREA  
BENTLY FAMILY LIMITED  
PARTNERSHIP  
(OVER A.P.N. 1321-00-001-024)  
DOUGLAS COUNTY, NV

09/27/22

SCALE: 1" = 600'

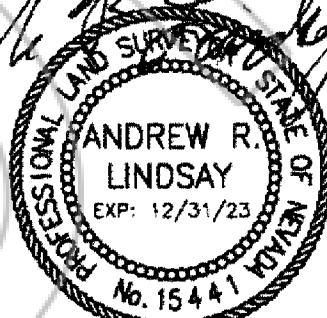
**EXHIBIT F**  
**CONSERVATION AREA**  
**BENTLY FAMILY LIMITED PARTNERSHIP**  
**(over A.P.N. 1321-00-001-024)**

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

A strip of land for conservation purposes being portions of Section 13, Township 13 North, Range 21 East, M.D.&M., more particularly described as follows:

South 1/2 of the Southeast 1/4, containing 82.32 acres, more or less.

Prepared by: R. O. ANDERSON ENGINEERING, INC.  
Andrew R. Lindsay, P.L.S. 15441  
P.O. Box 2229  
Minden, Nevada 89423

*Andrew R. Lindsay*  


*16 DEC 2022*