

DOUGLAS COUNTY, NV

2024-1011342

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08/21/2024 10:08 AM

TOIYABE TITLE

SHAWNYNE GARREN, RECORDER

APN# 1419-00-001-039

Recording Requested by/Mail to:

Name: Toiyabe Title LLC

Address: 1625 NV-88, Ste. 407

City/State/Zip: Minden, NV 89423

Mail Tax Statements to:

Name: Paul Ingemanson, Trustee of The Bunker Trust Agreement dated August 11, 1998

Address: 4660 Canyon Overlook Dr.

City/State/Zip: Las Vegas, NV 89135

Assignment and Assumption of Grazing Lease

Title of Document (required)

Please complete the Affirmation Statement below:

The undersigned hereby affirms that the document submitted for recording DOES contain personal information as required by law: (check applicable)

- Affidavit of Death - NRS 440.380 (1)(A) & NRS 40.525 (5)
Military Discharge - NRS 419.020 (2)
Other NRS (state specific law)

-OR-

I the undersigned hereby affirm the attached document, including any exhibits, hereby submitted for recording does NOT contain the personal information of any person(s). (Per NRS 239B.030)

Miranda Bowlen signature

Signature

Miranda Bowlen, Escrow Officer

Printed Name

This document is being (re-)recorded to correct document #, and is correcting

SIGNED IN COUNTERPART

## ASSIGNMENT AND ASSUMPTION OF GRAZING LEASE

This Assignment and Assumption of Grazing Lease (“**Assignment**”) is entered into effective as of August 21, 2024, by Michonne R. Ascuaga and Stephen R. Ascuaga, as Co-Trustees of The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005 (“**Assignor**”), and Paul Ingemanson, Trustee of The Bunker Trust Agreement dated August 11, 1998 (“**Assignee**”), with reference to the following facts:

A. Assignor is presently the owner and holder of the manager’s interest in that certain Pasture Agreement for Stocker Cattle entered into by and between Double JA Land & Livestock DBA Ascuaga Cattle, as “Manager,” and Overland Cattle Company, as “Tenant,” dated June 27, 2024, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the “**Grazing Lease**”), which Grazing Lease affects the real property located in the City of Carson City, County of Douglas, State of Nevada, identified as Douglas County Assessor’s Parcel Numbers 1419-00-001-039, 1419-00-001-040, 1419-00-001-041, 1419-00-001-042 and 1419-00-001-043 and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Real Property**”).

B. Pursuant to that certain Residential Offer and Acceptance Agreement, including Counter Offer #1 and Addendum No. 1 dated as of June 27, 2024 (as amended, “**Agreement**”) by and between Assignor, as “Seller,” and Assignee’s predecessor-in-interest Scott McNealy, as “Buyer,” Buyer agreed to purchase from Assignor all of Assignor's right, title, estate, and interest in and to the Real Property and all of Assignor's right, title, estate, and interest as lessor in, to and under the Grazing Lease.

C. Assignee is the successor to Buyer.

Based on the above, in order to carry out the terms of the Agreement, and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby grants, transfers, conveys and assigns to Assignee, all of Assignor's right, title, estate and interest in, to and under the Grazing Lease, together with any and all right, title, and interest of Assignor as lessor or landlord under the Grazing Lease, whether now owned or hereafter acquired.

2. Assumption. Assignee hereby accepts such assignment of Assignor's right, and interest in, to and under the Grazing Lease, and agrees to (i) be bound by all of the terms of the Grazing Lease, and (ii) assume, keep, perform, fulfill, and observe all of the terms, covenants, obligations, agreements, and conditions required to be kept, performed, fulfilled, and observed by the lessor or landlord under the Grazing Lease, from and after the effective date hereof.

3. Rentals. All rents payable under or pursuant to the Grazing Lease shall be prorated as between Assignor and Assignee pursuant to, and in accordance with, the terms of the Agreement.

**SIGNED IN COUNTERPART**

4. Further Assurances. Assignor hereby covenants that it will, at any time and from time to time following a written request therefor, execute and deliver to Assignee any additional or confirmatory instruments and take such further acts (including, without limitation, sending notices of this Assignment to the tenant under the Grazing Lease) as Assignee may reasonably request to evidence fully the assignment contained herein.

5. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6. Survival. The provisions of this Assignment shall survive the execution and delivery of this Assignment by Assignor and Assignee and the grant, transfer, conveyance, and assignment of the Grazing Lease pursuant hereto.

7. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Nevada.

8. Attorneys' Fees. If either party brings any action or proceeding to interpret or enforce this Assignment, or for damages for any alleged breach hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

9. Counterparts. This Assignment may be executed in one or more counterparts and by facsimile transmission or email scan, each of which when so executed and delivered (including delivery by email/PDF transmission or email scan) shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

*[Signature Page to Assignment and Assumption of Grazing Lease]*

**Assignor:**

The John J. Ascuaga Family Trust

By: Michonne R. Ascuaga  
Michonne R. Ascuaga, Co-Trustee  
Date: August 11<sup>th</sup>, 2024

By: Stephen R. Ascuaga  
Stephen R. Ascuaga, Co-Trustee  
Date: August 21, 2024

**Assignee:**

The Bunker Trust Agreement  
Dated August 11, 1998

By: \_\_\_\_\_  
Name: Paul Ingemanson  
Title: Trustee  
Date: \_\_\_\_\_



*[Signature Page to Assignment and Assumption of Grazing Lease]*

**Assignor:**

The John J. Ascuaga Family Trust

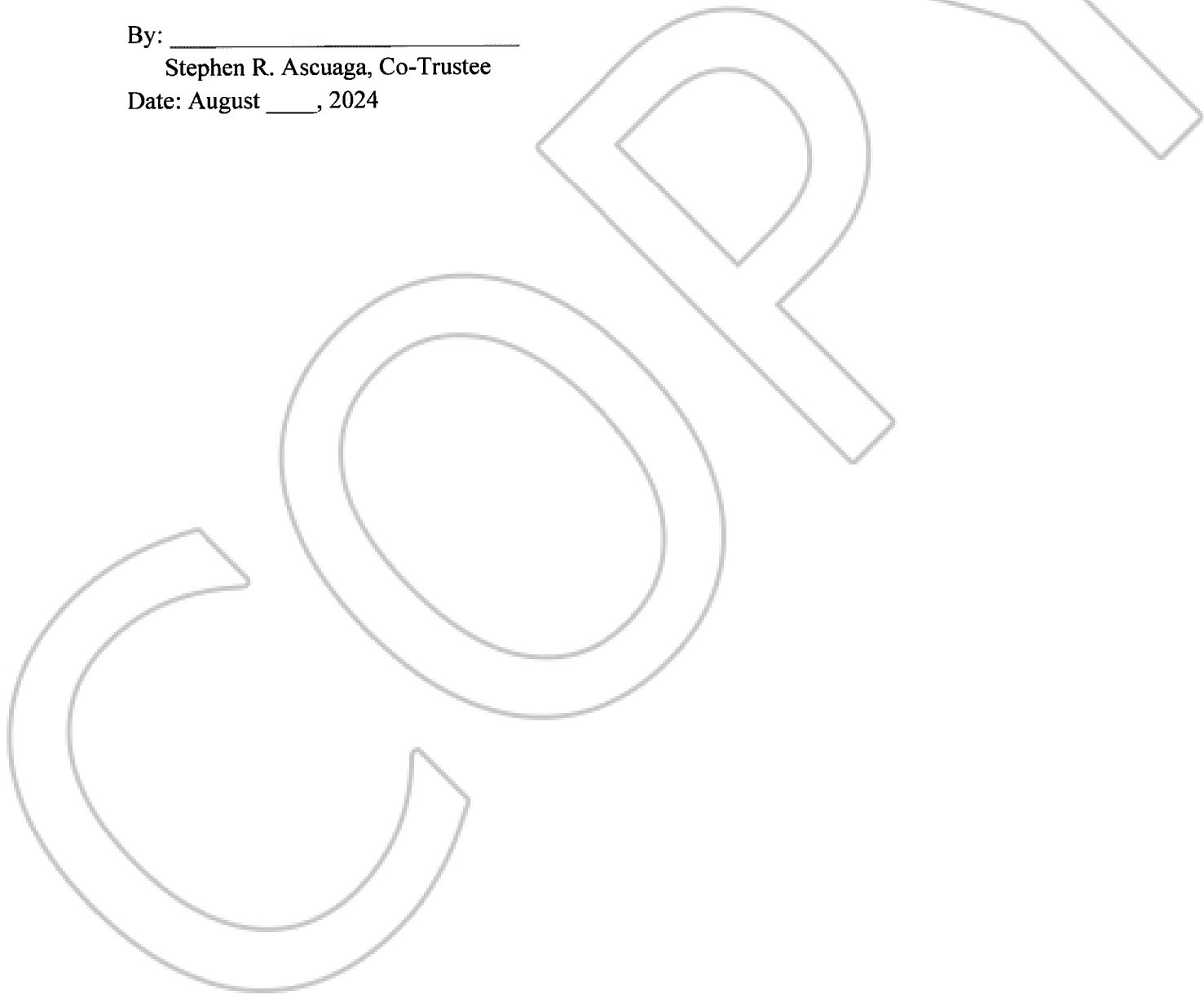
By: \_\_\_\_\_  
Michonne R. Ascuaga, Co-Trustee  
Date: August \_\_\_\_, 2024

By: \_\_\_\_\_  
Stephen R. Ascuaga, Co-Trustee  
Date: August \_\_\_\_, 2024

**Assignee:**

The Bunker Trust Agreement  
Dated August 11, 1998

DocuSigned by:  
By: Paul Ingemanson, Trustee  
Name: Paul Ingemanson  
Title: Trustee  
Date: 8/21/2024



**EXHIBIT A**  
**PASTURE AGREEMENT FOR STOCKER CATTLE**

Overland Cattle Company

**Pasture Agreement for Stocker Cattle**

This pasture agreement is by and between Double JA Land & Livestock DBA Ascuga Cattle herein referred to as **MANAGER** and OVERLAND CATTLE COMPANY, hereto referred to as **TENANT**.

**LOCATION:** Jacks Valley Ranch, Carson City Nevada

**MANAGER** agrees to supply pasture and care for approximately 575 stocker cattle subject to available feed and water. The stocking rate is to be determined by **MANAGER**.

**TENANT** agrees to supply Healthy Cattle, Supplement, Veterinary/Medicine Required, Day work as related to Processing and/or Shipping needs.

**COMPENSATION:** **MANAGER** will invoice **TENANT** monthly on a per head basis outlined below:

Yearling Steers:

JUNE THROUGH SEPTEMBER: \$30.00 per head per month or \$1.00/hd/day

Invoice sent at beginning of each month, Starting July 1, 2024, Payment Due on Receipt.


**MANAGEMENT:** All ranch maintenance will remain the responsibility of **MANAGER**. This is to include: salt, all repairs to water system, fence, etc. to maintain proper and humane care of livestock.

**DEATH LOSS:** Allowance of 2% Death Loss. **TENANT** responsibility to deliver healthy cattle. **MANAGER** responsibility to maintain animal health. **MANAGER** reserves the right to refuse possession of unhealthy cattle and/or sick cattle at any time. **MANAGER** will not be responsible for cattle loss resulting in an ACT OF GOD. Unavoidable & Unforeseen Occurrences (weather, terrain, predators, etc.)

**LIABILITY:** **TENANT** will obtain a policy individually. Said policy will be specific to livestock and employees of **TENANT** while handling livestock.

**TERMS:** This Pasture Agreement will become effective upon the date of signature. This agreement is subject to termination in the event of the sale of the property. In the event of termination of this agreement, **TENANT** will remove all livestock within thirty (30) days of notice during the dry season.

**SIGNATURES:**

**TENANT:**   
OVERLAND CATTLE COMPANY  
DATE: 6/27/24

**MANAGER:**   
DOUBLE JA LAND & LIVESTOCK DBA ASCUGA CATTLE  
DATE: 6-27-24

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE REAL PROPERTY**

The land referred to herein is situated in the State of Nevada, County of Douglas, in the City of Carson City, and described as follows:

**PARCEL1:**

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

A parcel of land lying within Sections 9, 14, 15, 16, 21, 22, & 23, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Section 15, a found 2" iron pipe at a fence corner; thence along the north line of said Section 15, along an existing fence, North 89°27'44" East, 2,660.07 feet to an existing fence corner;

thence continuing along an existing fence, South 00°07'27" West, 3,152.46 feet to an existing fence corner;

thence continuing along an existing fence, North 71°05'54" East, 2,831.45 feet to an existing fence corner;

thence continuing along an existing fence, North 00°39'24" West, 936.76 feet to an existing fence corner;

thence along a line coincident with the southerly line of Alpine View Estates No. 3 filed for record April 16, 1973 as Document No. 65319 and its westerly extension thereof, North 89°25'44" East, 1,664.47 feet to a point on the westerly line of an 80-foot wide (80) Jack's Valley Road;

thence along said westerly line of Jack's Valley Road the following courses:

South 15°65'37" West, 1,367.16 feet;

Along the arc of a curve to the left, having a radius of 3,540.00 feet, central angle of 18°26'07" and arc length of 1,139.01 feet;

South 02°30'30" East, 1,537.61 feet;

Along the arc of a curve to the right, having a radius of 4,960.00 feet, central angle of 04°33'09" and arc length of 394.10 feet;

South 02°02'39" West, 919.70 feet to a point on the south line of the northwest one-quarter of the northwest one-quarter (NW1/4NW1/4) of said Section 23;

**EXHIBIT B**

**LEGAL DESCRIPTION - CONTINUED**

thence along said south line, South 89°45'55" West, 1,212.55 feet;  
thence along the south line of the north one-half of the northeast one-quarter (N1/2NE1/4) of said Section 22, South 89°10'47" West, 2,652.36 feet;

thence along the south line of the north one-half of the northwest one-quarter (N1/2NW1/4) of said Section 22, South 89°10'47" West, 2,643.70 feet;

thence along the south line of the northeast one-quarter of the northeast one-quarter (NE1/4NE1/4) of said Section 21, South 89°25'58" West, 1,304.23 feet to the southwest corner of said NE1/4NE1/4;

thence along the west line of said NE1/4NE1/4, North 00°04'08" West, 1,320.70 feet to the northwest corner of said NE1/4NE1/4;

thence along the north line of the northeast one-quarter (NE 1/4) of said Section 21, South 89°15'58" West, 1,305.74 feet to the north one-quarter (N1/4) corner of said Section 21;

thence along the center section line of said Section 16, North 00°01'18" West, 5,296.72 feet to the north one-quarter (N1/4) corner of said Section 16;

thence along the center section line of said Section 9, North 00°04'52" West, 1,304.72 feet to a found 5/8" rebar and plastic cap, PLS 6497;

thence North 89°04'16" East, 2,615.01 feet to a point on the east line of said Section 9, a found 5/8" rebar and plastic cap, PLS 8659;

thence along said east line of Section 9, South 00°14'03" West, 766.89 feet;

thence North 89°45'57" West, 217.80 feet;

thence South 00°14'03" West, 200.00 feet;

thence South 89°45'57" East, 217.80 feet to a point on said east line of Section 9;

thence along said east line of Section 9, South 00°14'03" West, 340.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land lying within Sections 15 & 16, Township 1-North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:



**EXHIBIT B**

**LEGAL DESCRIPTION - CONTINUED**

BEGINNING at the northwest corner of said Section 15, a found 2" iron pipe at a fence corner;  
thence along the north line of said Section 15, along an existing fence, North 89°27'44" East,  
238.71 feet;  
thence South 00°32'16" East, 579.61 feet;  
thence South 89°27'44" West, 243.53 feet;  
thence South 00°03'39" East, 877.60 feet;  
thence South 73°53'16" West, 397.71 feet;  
thence South 63°36'53" West, 461.23 feet;  
thence North 00°46'21" West, 1,760.13 feet to a point on the north line of said Section 16;  
thence along said north line of Section 16, North 89°06'58" East, 817.55 feet to the POINT OF  
BEGINNING.

The above legal description appeared previously in that certain Document Recorded, 04/26/2017,  
2017 as Document No. 897836 and Re-Recorded, 05/24/2017, as Document No. 899067, of  
official Records, pursuant to NRS Section 6. NRS 111.312.

Assessor's Parcel No. 1419-00-001-039

**PARCEL 2:**

Parcels 1, 2, 3 and Remainder Parcel as shown on Parcel Map (LDA 16-038) for The John J.  
Ascuaga Family Trust Agreement, according to the map thereof, filed in the office of the County  
Recorder of Douglas County, State of Nevada, on May 16, 2017, as Document No. 2017-898691,  
of Official Records.

Assessor's Parcel No's. 1419-00-001-040, 1419-00-001-041, 1419-00-001-042, 1419-00-001-043