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BK-0406 PG- 9491 RPTT: 0.00



GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made this 7 day of February, 2006,
by Randal C. and Marla L. Sweeney, ("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 as follows:

REMAINDER, open space parcel shown on subdivision map PD04-004 for Randal C. and Marla L. Sweeney recording concurrently herewith, containing 18.62 acres, more or less, 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 Foothill Road, Douglas County, Nevada, and to preserve the traditional and scenic rural and forested 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 forest and range land uses and those forest and range uses not otherwise inconsistent with the terms hereof, and permitted by right in Douglas County Code Forest and Range (FR-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 Grantors stated herein and to preserve and protect, in perpetuity, the forest and range 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 2522. 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 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, forest and range, 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, Grantors 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 the Protected Property any structures, improvements or accessory uses as may be allowed under the terms of this conservation easement. Grantors agree that use of undeveloped portions of the Protected Property shall be restricted to use for forest and range purposes that are consistent with the protection of the natural and scenic qualities of the Protected Property 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 (see Attached Addendum A), in effect on the date of execution of this Grant of Conservation Easement, and desire to convey to Grantee the right to preserve and protect the conservation values of the Protected Property in perpetuity. Grantor reserves the right to construct and maintain a private access driveway and public utilities, together with requisite easements for those purposes, through the Protected Property for the sole and exclusive benefit of each respective parcel.

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 Grantors' 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. 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; and

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

5. Reserved Rights. Grantor reserves to himself, and to his 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.

6. Grantee's Remedies. If Grantee determines, through its Board of County Commissioners, after reasonable notice to Grantor and hearing having been given to Grantors 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 within 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.

7. 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.

8. 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 Grantors shall impair such right or remedy or be construed as a waiver.

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

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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: Randal C. and Marla L. Sweeney
P.O. Box 302
June Lake, CA 93529

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.

18. 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.

19. General Provisions.

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

19.2 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.

19.3 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.

19.4 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.

19.5 No forfeiture. Nothing contained herein will result in forfeiture or reversion of Grantors' title in any respect.

19.6 Joint Obligation. The obligations imposed by this Grant upon Grantors shall be joint and several.

19.7 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.

19.8 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.

19.9 Captions. The captions of this Grant have been inserted solely for convenience of reference are not a part of this instrument and shall have not effect upon construction of 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:

Randal C. Sweeney
Marla L. Sweeney



By: Randal C. Sweeney
Randal C. Sweeney

STATE OF NEVADA)
)SS
COUNTY OF DOUGLAS)

On this 7 day of February 2006, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared, Randal C. Sweeney, 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



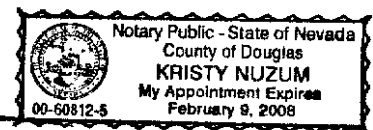
By: Marla L. Sweeney
Marla L. Sweeney

STATE OF NEVADA)
)SS
COUNTY OF DOUGLAS)

On this 7 day of February 2006, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared, Marla L. Sweeney, 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



Chapter 20.654

Agriculture and Forestry and Range Districts

20.654.010 Agriculture and forest and range minimum development standards (Table).

Minimum Development Standards	19	40
Maximum Density	1DU/19 gross ac.	1DU/19 gross ac. 1DU/40 gross ac.
Minimum Lot Area (net acres)	19	19 (private) 40 (public)
Average Lot Width (feet)	500	500
Average Corner Lot Width (feet)	500	500
Front Yard Setback (feet)	30	30
Rear Yard Setback ¹ (feet)	30	30
Side Yard Setback Minimum (feet) ^{one}	20	20
Dwelling Unit Separation ² (feet)	20	20
Side Yard Setback, Street Side (feet) ¹	30	30
Distance Between Buildings (feet)	10	10
Maximum Structure Height (feet)	35	35

DU = Dwelling Unit

ac = Acre

(Ord. 763, 1996; Ord. 641, 1994; Ord. 568, 1992; Ord. 535, 1991; Ord. 497, 1989; Ord. 377, 1981; Ord. 167, 1968)

¹ See section 20.664.020 for accessory structure requirements.

² Accessory Dwellings may be attached. See Accessory dwellings.

³ The distinguishing feature between the 19 acre and 40 acre minimum parcel sizes in the Forest and Range district is public or private ownership.



20.654.020 Permitted, development permitted, and special use permit uses (Table).

The following list represents those uses (subject to the provisions of this title) in the agricultural and forestry and range districts which are permitted by right (P), subject to design review (D), requires special use permit and design review approval (S), requires approval of a temporary use permit (T), or are prohibited (X). Uses not listed in this table are prohibited.

Note: *Italics* denote that Specific Standards apply (see chapter 20.664).

20.654.020 Permitted, development permitted, and special use permit uses (Table)	20.654.020	20.654.020
.010 Agricultural and related limited commercial uses		
(A) Agricultural products processing and storage	P	P
(B) Agricultural products retail outlet	S	X
(C) Aquaculture	S	S
(D) Animal keeping	P	P
(E) Commercial stock yard	S	S
(F) Commercial meat and poultry processing facility	S	S
(G) Commercial nursery	D	D
(H) Keeping of nondomestic animals	S	S
(I) Limited agricultural uses	P	P
(J) Limited commercial uses	P	P
(K) Open agricultural uses	P	P
.020 Commercial and business service uses		
(G) Kennel	D	D
.030 Forestry uses		
(A) Forestry	P	P
.040 Industrial uses		
(F) Saw mill	X	S

(continued on next page)

Key: D - Requires design review S - Requires special use permit and design review
X - Prohibited P - Permitted by right (may require building permit)



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Note: *Italics* denote that Specific Standards apply (see chapter 20.664).

20.664.001 Institutional and uses of community significance	20.664.002	20.664.003
.050 Institutional and uses of community significance		
(A) Cemetery	S	S
(B) Church	D	D
(C) Community center and related facilities	S	S
(D) <i>Day care center (large)</i>	S	S
(E) Day care center (small)	P	P
(F) Emergency care facility	X	X
(G) Educational facility	S	S
(H) Small group care or group home	D	D
(I) <i>Large group care or group home</i>	X	X
(J) Hospital	X	X
(K) Judicial center	X	X
(L) Nursing, convalescent and residential care facility	X	X
(M) Post office	X	X
(N) Uses of community significance	S	S
.060 Lodging uses		
(A) <i>Bed and breakfast</i>	S	S
(B) Campground	X	X
(C) Overnight lodging	X	X
(D) Resort lodge, conference center or guest ranch	S	S
.070 Mining uses		
(A) <i>Open and subsurface mining</i>	S	S

(continued on next page)

Key: D - Requires design review S - Requires special use permit and design review
 X - Prohibited P - Permitted by right (may require building permit)



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Note: *Italics* denote that Specific Standards apply (*see* chapter 20.664).

Use Category	20.19	20.19/20
.080 Office uses		
(None permitted)	X	X
.090 Recreational uses		
(A) Equestrian facility ¹	D/S	D/S
(B) <i>Golf course</i>	S	S
(C) Health clubs	X	X
(D) Indoor recreation	X	X
(E) Membership club	X	X
(F) Motorized racing	X	X
(G) Non-motorized racing	S	S
(H) Outdoor recreation, day use	S	S
(I) Outdoor recreation, night use	S	S
(J) Park or playfield, day use	D	D
(K) Park or playfield, night use	S	S
(L) Public recreation center	X	X
(M) Ski area	X	S
.100 Residential uses		
(A) Boarding house	P	P
(B) <i>Clustered development</i>	P	P
(D) <i>Manufactured home park</i>	X	X
(E) <i>Multi-family dwelling</i>	X	X
(F) Single-family dwelling	P	P

(continued on next page)

Key: D - Requires design review
X - Prohibited

S - Requires special use permit and design review
P - Permitted by right (may require building permit)

¹ See Use regulations of chapter 20.660.

Note: *Italics* denote that Specific Standards apply (see chapter 20.664)

20.664 Use Group	20.664 Use Group	20.664 Use Group
.110 Retail and personal services		
(C) Building material store	X	X
(M) Veterinary clinic, with outdoor holding facilities	D	S
(N) Veterinary clinic, without outdoor holding facilities	D	S
.120 Transportation uses		
(A) Private airports	S	S
(B) Public airports	X	X
(C) Airport related uses	X	X
(D) Heliport	S	S
(E) Helistop	S	S
(F) Park and ride facility	S	S
.130 Utility and public service uses		
(A) Central office of telecommunication company	X	X
(B) Fire station	S	S
(C) Major facility of a public or private utility	X	X
(D) Public or quasi-public facility other than listed	X	X
(E) Public safety telecommunications site	D	D
(F) Sewer or water transmission lines	P	P
(G) Sewage treatment facility	X	X
(H) <i>Telecommunications site</i>	D	D
(I) <i>Telecommunication facility</i> ¹	D/S	D/S
(J) Utility service facility	P	P
(K) Water reservoir	S	S

(continued on next page)

Key: D - Requires design review S - Requires special use permit and design review
X - Prohibited P - Permitted by right (may require building permit)

¹ Special use permit required for facilities that exceed the maximum height of the applicable zoning district.



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Note: *Italics* denote that Specific Standards apply (see chapter 20.664)

20.664.020 Use (see chapter 20.664 for all requirements)	4.10	4.10.01
.130 Utility and public service uses con't.		
(L) Water tank, water treatment facility or sewer lift station	D	D
(M) Wind powered electric generator farm	S	S
(N) Treated effluent irrigation	D	D
.140 Warehouse uses		
(None permitted)	X	X
.150 Accessory uses		
(A) Accessory agriculture retail sales	P	P
(B) <i>Accessory dwelling</i>	P/D ¹	P/D ¹
© <i>Accessory outside storage</i>	P	P
(D) <i>Accessory structure</i>	P	P
(E) Grading for more than 500 cubic yards	S	S
(F) Home occupation	P	P
(G) Household pets	P	P
(H) Noncommercial telecommunications site, one structure meeting district regulations	P	P
(I) Noncommercial telecommunication site, all others	D	D
(J) Solar energy systems	P	P
(K) <i>Stationary tank storage (above ground)</i>	P	P

(continued on next page)

Key: D - Requires design review S - Requires special use permit and design review
X - Prohibited P - Permitted by right (may require building permit)
T - Requires temporary use permit

¹ Permitted by right for agricultural purposes; design review for non-agricultural purposes. See section 20.664.010 for specific standards.



Note: *Italics* denote that Specific Standards apply (*see* chapter 20.664)

Use	Standard	Standard
.160 Temporary uses		
(A) Emergency noncommercial telecommunication facility	T	T
(B) Temporary batch plant	T	T
(C) Temporary construction or sales office	T	T
(D) Temporary dwelling unit	T	T
(E) Seasonal sales lots	T	T

Key: **D** - Requires design review **S** - Requires special use permit and design review
X - Prohibited **P** - Permitted by right (may require building permit)
T - Requires temporary use permit

(Ord. 1007, 2002; Ord. 908, 2000; Ord. 871, 1999; Ord. 801, 1998; Ord. 763, 1996; Ord. 641, 1994; Ord. 619, 1993; Ord. 612, 1993; Ord. 569, 1992; Ord. 529, 1991; Ord. 167, 1968)

