



PARKS 39-#2742/ KJO
APN Various, See Attached

PLEASE RECORD AND MAIL TO:
Nevada Division of State Lands
901 S. Stewart St., #5003
Carson City, NV 89701

GRANTEE:
Lytle Trust
H.C.-74 Box 245
Pioche, NV 89043

First American Title Company
Escrow No.143-2265192RT/VT



DEED RESTRICTION AND CONSERVATION EASEMENT

This DEED RESTRICTION AND CONSERVATION EASEMENT is made and entered by and between the State of Nevada, hereinafter referred to as STATE and Kenneth E. Lytle and Donna B. Lytle, Trustees of the Kenneth E. Lytle and Donna B. Lytle Living Trust, Dated the 21st day of November, 1991, hereinafter referred to as GRANTOR. STATE and GRANTOR are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, the STATE is the owner of that certain real property ("Property") located in Lincoln County, State of Nevada, described in **Exhibit A** attached hereto and by reference made part thereof; and

WHEREAS, GRANTOR is the owner of certain real property located in Lincoln County, State of Nevada, described in **Exhibit B** attached hereto and by reference and made a part thereof; and

WHEREAS, STATE has agreed to exchange aforementioned real property, Lincoln County APN's 607109, 607102 & 606105 for GRANTOR'S real property, Lincoln County APN 641101, which adjoins Spring Valley State Park; and

WHEREAS, Upon exchange of the parcels, (the Parties intend that the legal exchange of properties shall take place in escrow, contemporaneously with the execution of this Deed Restriction and Conservation Easement) the GRANTOR agrees to protect and enhance forever

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Deed Restriction
APN 006-061-05



the natural wildlife habitat of the sage grouse and the agricultural nature of the parcel by burdening APN 607109 with this Deed Restriction and Conservation Easement and to establish the State of Nevada as the holder of an interest in the property as further defined below.

DECLARATIONS

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the STATE hereby declares:

1. **Non-Revocable Restriction of Property.** GRANTOR agrees that the Property (APN 607109) will be used only for grazing purposes (the "Permitted Use") and that GRANTOR will not allow for the Property to be used for any purpose other than the Permitted Use. For purposes of this Deed Restriction and Conservation Easement, the term "Permitted Use" means livestock grazing using good range stewardship and proper management of domestic livestock integral to the conservation goals of this Deed Restriction. Nothing in this restriction shall be construed as prohibiting the construction of corrals or temporary structures necessary for the management of proper grazing practices. Should a dispute arise between GRANTOR and STATE about any practice utilized by GRANTOR and asserted to be within the permitted use of the property as defined herein, and whether GRANTOR is in violation of the permitted use, the Parties hereto agree that the Lincoln County extension agent or another person with similar qualifications and knowledge of the locale may be selected by the Parties, which person may then decide if the disputed practice or use is consistent with or inconsistent with good range stewardship and proper management of this property. That determination is binding on the Parties.
2. **Right of First Refusal.** In the event GRANTOR chooses to sell or convey any interest in the Property and no member of the GRANTOR'S family wishes to purchase or hold an interest in the Property, the STATE shall have the right of first refusal to purchase said interest at a value equal to any current bona fide offer to purchase the interest. The STATE reserves the right to determine the value of the land through an appraisal from a licensed Nevada real estate appraiser, based upon the permitted use and as burdened by the Conservation Easement as described herein, so that the STATE may determine whether an offer to purchase, if any, by a third party is indeed bona fide.
3. **Covenant Runs with the Land.** This Deed Restriction and Conservation Easement shall be recorded in the office of the Lincoln County Recorder. The covenants, conditions and restrictions contained herein shall run with the land and are binding upon GRANTOR'S heirs, successors and assigns. The Parties agree and intend that this Deed Restriction and Conservation Easement is a real covenant running with the land. The benefit of this covenant, to preserve agricultural and open space, runs to the State of Nevada, owner of the adjacent



parcels and owner of the Spring Valley State Park. The STATE as the beneficiary of this conservation easement is also the holder of the interest in the property with the right and power to enforce the terms and conditions agreed to by the Parties under authority found in NRS 111.410 (2) through NRS 111.440. The STATE'S interest as holder of this easement is to retain and protect natural scenic and open space values of the real property being burdened by the conservation easement.

- 4. **Modifications and Enforcement.** This Deed Restriction and Conservation Easement may not be modified or revoked without the prior express written and recorded consent of the STATE or its successor agency, if any. Upon recordation of this document the STATE is deemed and agreed to be the holder of the interest in this property pursuant to NRS 111.390 through NRS 111.440 and it may enforce the provisions of this Deed Restriction and Conservation Easement. The STATE'S interest in this real property is non-possessive. The STATE seeks only to protect natural resources as described in the Conservation Easement.
- 5. **Entire Deed Restriction and Conservation Easement.** This Deed Restriction and Conservation Easement constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersede all previous discussions, understandings and Deed Restrictions.
- 6. **Authority.** The STATE and the GRANTOR, respectively, represent and warrant that, as of the date of this Deed Restriction and Conservation Easement, each has the full right, power and authority to enter into this Deed Restriction and Conservation Easement and to consummate the transaction contemplated herein, and that each has duly and properly taken all action required of it, to authorize the execution, delivery and performance by it of this Deed Restriction.
- 7. **Captions.** The captions and headings of the sections of this Deed Restriction and Conservation Easement are for convenience of reference only and shall not be construed in interpreting the provisions hereof.
- 8. **Severability.** If any term or provision of this Deed Restriction and Conservation Easement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect so long as the purpose and intent of this Deed Restriction and Conservation Easement may be achieved.

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IN WITNESS WHEREOF, the Parties hereto have entered into this Deed Restriction and Conservation Easement as of this _____ day of _____, 2009

**GRANTOR:
LYTLE TRUST**

By Kenneth E. Lytle
KENNETH E. LYTLE, as Trustee

By Donna B. Lytle
DONNA B. LYTLE, as Trustee

STATE OF NEVADA)
)
Lincoln COUNTY) :SS.

On this 4th day of August 2009, personally appeared before me, a Notary Public, KENNETH E. LYTLE and DONNA B. LYTLE, who acknowledged that they executed the above instrument.

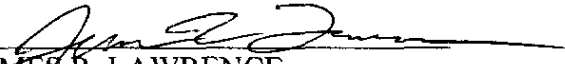
(SEAL)

Alisha Howard
(NOTARY PUBLIC)





**GRANTEE:
STATE OF NEVADA
Division of State Lands**

By 
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Lands Registrar

STATE OF NEVADA)
)
CARSON CITY)
):SS.

On SEPTEMBER 22, 2009, personally appeared before me, a notary public JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

(SEAL)


NOTARY PUBLIC

KEVIN OLSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90743-12
MY APPT. EXPIRES AUGUST 25, 2012



0134376

**STATE OF NEVADA
DIVISION OF STATE PARKS**

**APPROVED AS TO FORM:
CATHERINE CORTEZ MASTO
Attorney General**

By: *David K. Morrow*
David K. Morrow
Administrator

By: *[Signature]*
Kerry A. Benson
Deputy Attorney General





EXHIBIT A

All that certain lot, piece or parcels of land situate in the County of Lincoln, State of Nevada, further described as:

PARCEL 1:

Those portions lying within Section 5, Township 2 North, Range 70 East, Mount Diablo Base and Meridian and Section 32, Township 3 North, Range 70 East, Mount Diablo Base and Meridian as shown on that certain Record of Survey, Recorded July 7, 2008, as Document No. 132251, in Book "C", Page 408, Official Records of Lincoln County, State of Nevada. (APN: 607109)

PARCEL 2:

A tract of land situated in the North half of the Northeast Quarter of the Northwest Quarter of Section 5, Township 2 North, Range 70 East, Mount Diablo Base and Meridian, and the Southeast Quarter of the Southwest Quarter of Section 32, Township 3 North, Range 70 East, Mount Diablo Base and Meridian, the boundaries of said tract are described as follows:

Beginning at the north quarter corner of said Section 5, thence North 1327.89 feet; thence North $89^{\circ} 59' 57''$ West, a distance of 585.75 feet; thence South $16^{\circ} 34'$ West, a distance of 623 feet; thence South $25^{\circ} 42'$ West, a distance of 600 feet; thence South $22^{\circ} 41'$ West, a distance of 289.41 feet; thence South $16^{\circ} 12'$ West, a distance of 198.27 feet; thence East a distance of 1205.62 feet, more or less, thence North 370.13 feet, more or less, to the point of beginning. (APN: 607102)

PARCEL 3:

The Southeast Quarter of the Northeast Quarter of Section 19 and the South half of the Northwest Quarter of Section 20, Township 3 North, Range 70 East, Mount Diablo Base and Meridian. (APN: 606105)



EXHIBIT A

All that certain lot, piece or parcel of land situate in the County of Lincoln, State of Nevada, further described as:

The West half of the Northeast Quarter of Section 18, Township 2 North, Range 70 East, Mount Diablo Base and Meridian and that portion of the South half of the East half of the Northwest Quarter of the aforementioned Section, Range and Township, more particularly described as follows:

Commencing at the center of said Section 18 and running thence west 640 feet, thence North 25° 50' East 1467 feet to the Northwest Quarter of Section 18, thence South 1320 feet to the point of beginning.

Excepting therefrom that portion conveyed to the State of Nevada in that certain document recorded September 11, 1990 in Book 92, Page 157, of Official Records, Lincoln County, Nevada, as Instrument No. 94890

Further excepting therefrom any portion lying within the road as disclosed by the Assessor Parcel Map and other maps of record. (APN: 641101)

