

The public benefit of this agreement is the perpetuation of a view-scape, along the Carson River Corridor, near the City of Fallon, for all the public to enjoy. Many of the lands along the River Corridor are being converted from agricultural to more urban uses. The public will be able to enjoy the scenery of these protected lands in perpetuity.

Fiscal Impact: Funding for this Agreement will be made through monies administered by the Trust for Public Lands. Enforcement of the Covenants to be borne by the Conservation Easements will be provided for by the Lahontan Conservation District.

Explanation of Impact: N/A


Funding Source: N/A

Alternatives: 1) No Action 2) Take independent County action

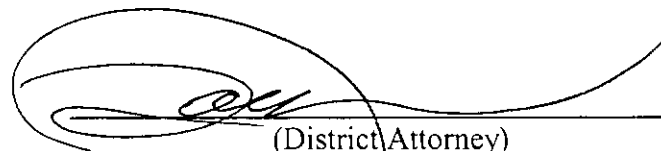
Prepared By:

Rusty Jardine Date: 8/6/07
(775) 428-0346, rjardine@churchillda.org
(Phone #, email address, etc.)

Reviewed By:

 Date: 16 Aug 07
(County Manager)

Date:

 Date: 8/6/07
(District Attorney)

(Comptroller)

(Other) Date: _____

Board Action Taken:

Motion: _____ 1) _____
Aye/Nay 2) _____

(Vote Recorded By)

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**
Rambling River Ranch Conservation Easements – Churchill County

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of this ____ day of August, 2007, by and between The Trust For Public Land, a California nonprofit public benefit corporation ("**Seller**"), and Churchill County, a legal subdivision of the State of Nevada ("**Buyer**"), with reference to the following recitals of fact:

RECITALS

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated July 19, 2007 ("**Agreement**") pursuant to which Seller agreed to sell to Buyer agreed to purchase Conservation Easements over certain real property located in Churchill County, Nevada, and more particularly described in the Agreement. All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

B. Seller and Buyer acknowledge that it is still their intention to complete the purchase and sale within the Close of Escrow deadline set forth in the Agreement of August 31, 2007. However, Seller and Buyer agree that Close of Escrow may require additional time.

C. Accordingly, Seller and Buyer desire to amend the Agreement to extend the Close of Escrow deadline to September 28, 2007.

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Agreement is amended as follows:

AGREEMENT

1. Close of Escrow. The "Close of Escrow" deadline shall be revised to September 28, 2007. Nevertheless, Buyer and Seller each pledge to use their best efforts to complete the purchase and sale of the Conservation Easements as soon as possible.

2. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. This Amendment may be executed and delivered to the other party by facsimile transmission and a facsimile signature shall have the same legal effect as an original signature.

3. Entire Agreement. The Agreement, as amended by this Amendment, constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the Agreement, as so amended, and no provision of the Agreement, as so amended, may be modified, amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

4. Force and Effect. Except as modified by this Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Amendment and the Agreement as to the specific matters which are the subject of this Amendment, the terms and conditions of this Amendment shall control. Upon execution, this Amendment shall be construed to be a part of the Agreement and shall be deemed incorporated in the Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Purchase and Sale Agreement as of the date last set forth above.

"Seller"

"Buyer"

TPL:

COUNTY:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit corporation

CHURCHILL COUNTY, a legal subdivision
of the State of Nevada

By: _____
Gilman Miller, Regional Counsel

By: _____

Date: August __, 2007

Title: _____

Date: August __, 2007