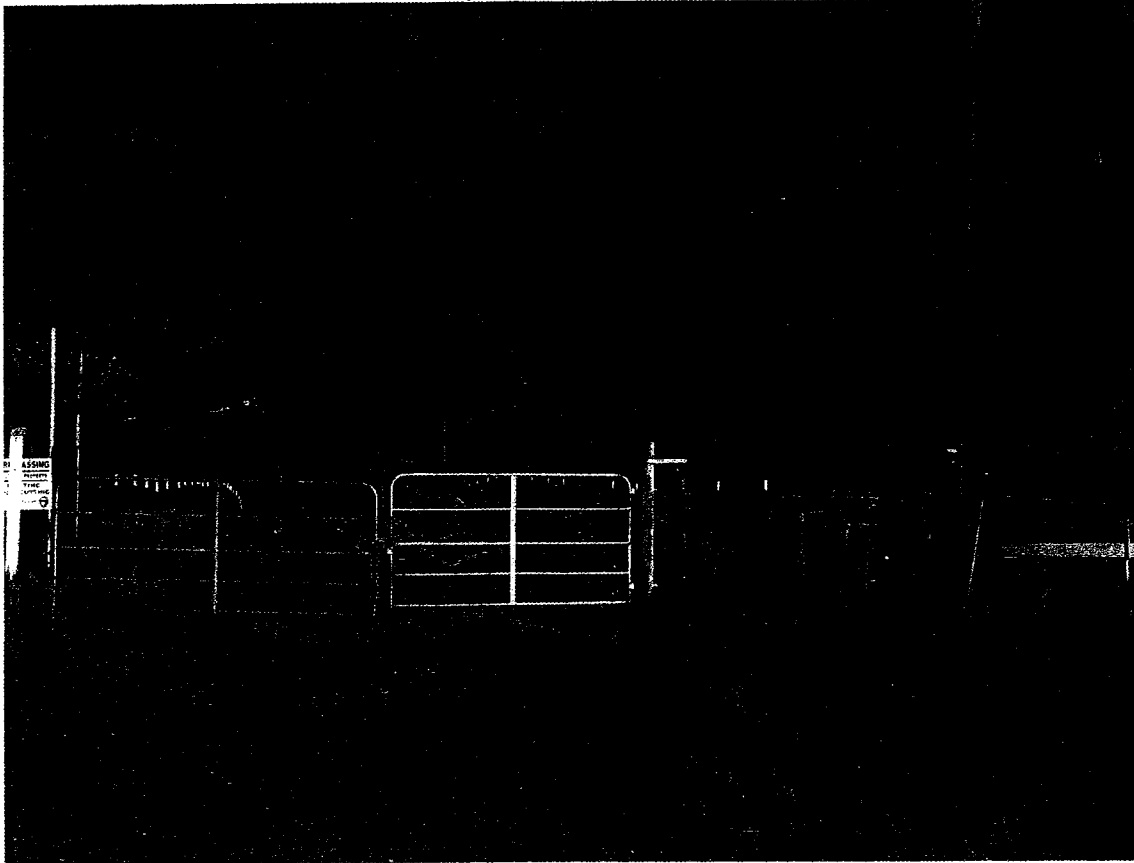


ADDENDA

Land Sale No. 1

Access road off Jacks Valley Road. Sale property is on hillsides in distance

**Property Identification**

Record ID	226
Property Type	Vacant land, Residential site
Property Name	Vacant Land
Address	N/A, N/A, Douglas County, Nevada
Location	1 1/2 mile East of Jacks Valley Road at a point 1/2 mile N of Hobo Hot Springs
Tax ID	1419-00-002-016

Sale Data

Grantor	S & S Realty, LLC
Grantee	Storey, Keith David
Sale Date	May 13, 2004
Deed Book/Page	613067
Property Rights	Fee simple
Conditions of Sale	Market
Financing	Seller carried deed of trust after cash down
Verification	Confirmed by Mark Warren
Sale Price	\$575,000

Land Sale No. 1 (cont.)**Land Data**

Zoning	Forest 19, General Rural
Topography	Moderate to steep. Elevation 5,800 to 6,500'
Utilities	1 1/2 miles to east on Jacks Valley Road
Shape	Rectangular

Land Size Information

Gross Land Size	100.000 Acres or 4,356,000 SF
USGS Quad	Genoa, NV, 1990

Indicators

Sale Price/Gross Acre	\$5,750
Sale Price/Gross SF	\$0.13

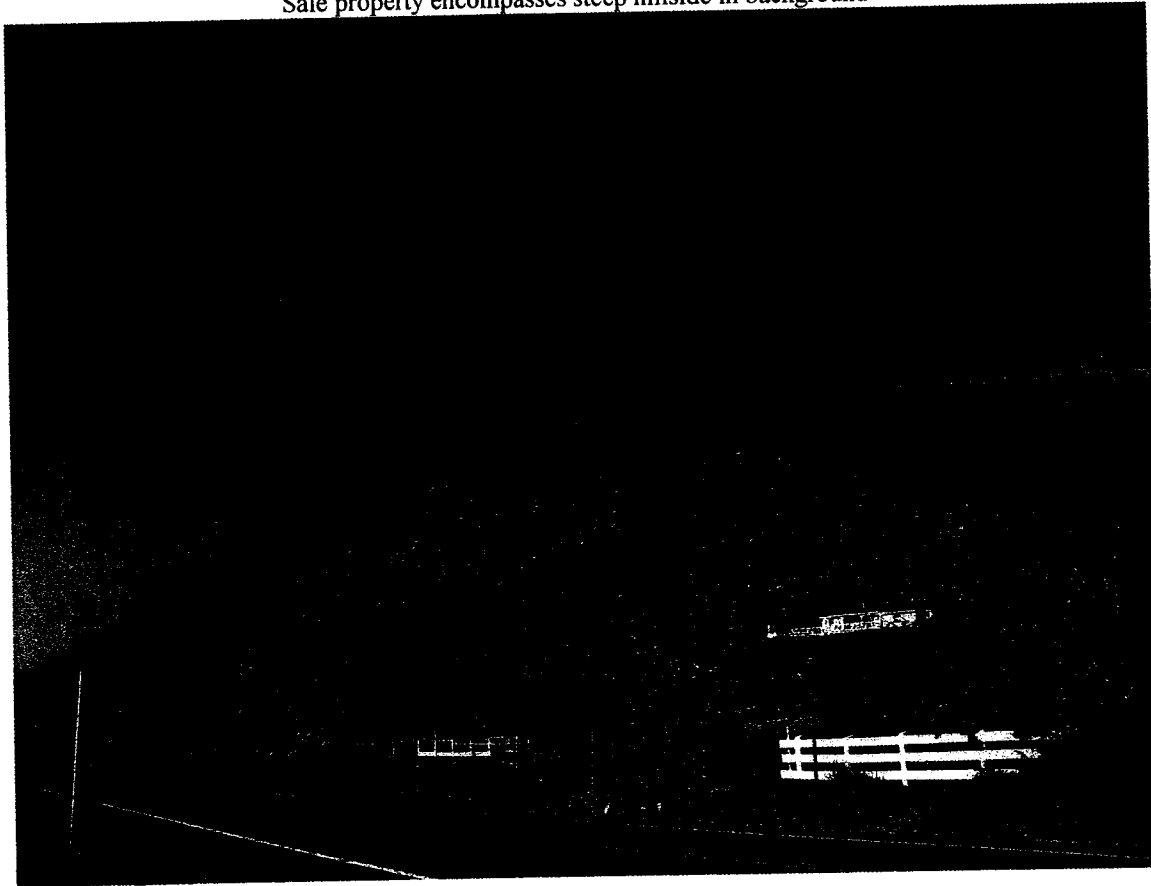
Remarks

Sale of a parcel in the Carson Range foothills west of Jacks Valley Road. Owned and sold by a locally prominent real estate broker. Access is via private easement. No utilities to site. Purchased by a southern California couple as a remote home site.

Land Sale 1 Location Map



Land Sale No. 2
Sale property encompasses steep hillside in background

**Property Identification**

Record ID	227
Property Type	Vacant land, Residential site
Property Name	Vacant land
Address	N/A, Genoa, Douglas County, Nevada
Location	1/2 mile south of Genoa
Tax ID	1319-00-001-012

Sale Data

Grantor	Hussman Family Trust
Grantee	Rancho No. 1 LP
Sale Date	June 29, 2005
Deed Book/Page	648136
Property Rights	Fee simple
Conditions of Sale	Market
Financing	Cash
Verification	David Hussman, seller Confirmed by Mark Warren

Sale Price	\$1,200,000
Cash Equivalent	\$1,200,000
Adjusted Price	\$1,200,000

Land Sale No. 2 (Cont.)**Land Data**

Zoning	Forest 19, General Rural
Topography	Steep. Elevation 6,000' to 7,000'
Utilities	None

Land Size Information

Gross Land Size	360.000 Acres or 15,681,600 SF
USGS Quad	Minden NV CA 1980

Indicators

Sale Price/Gross Acre	\$3,333
Sale Price/Gross SF	\$0.08

Remarks

Sale of a large parcel owned by a local ranching family. The parcel had been nominated for acquisition by the US Forest Service through the Southern Nevada Public Lands Management Act (SNPLMA) acquisition program. The would-be seller did not agree with the USFS appraised value and did not go through with the sale. A local conservation land broker approached the buyers with an offer from a local ranching family, and the deal was negotiated.

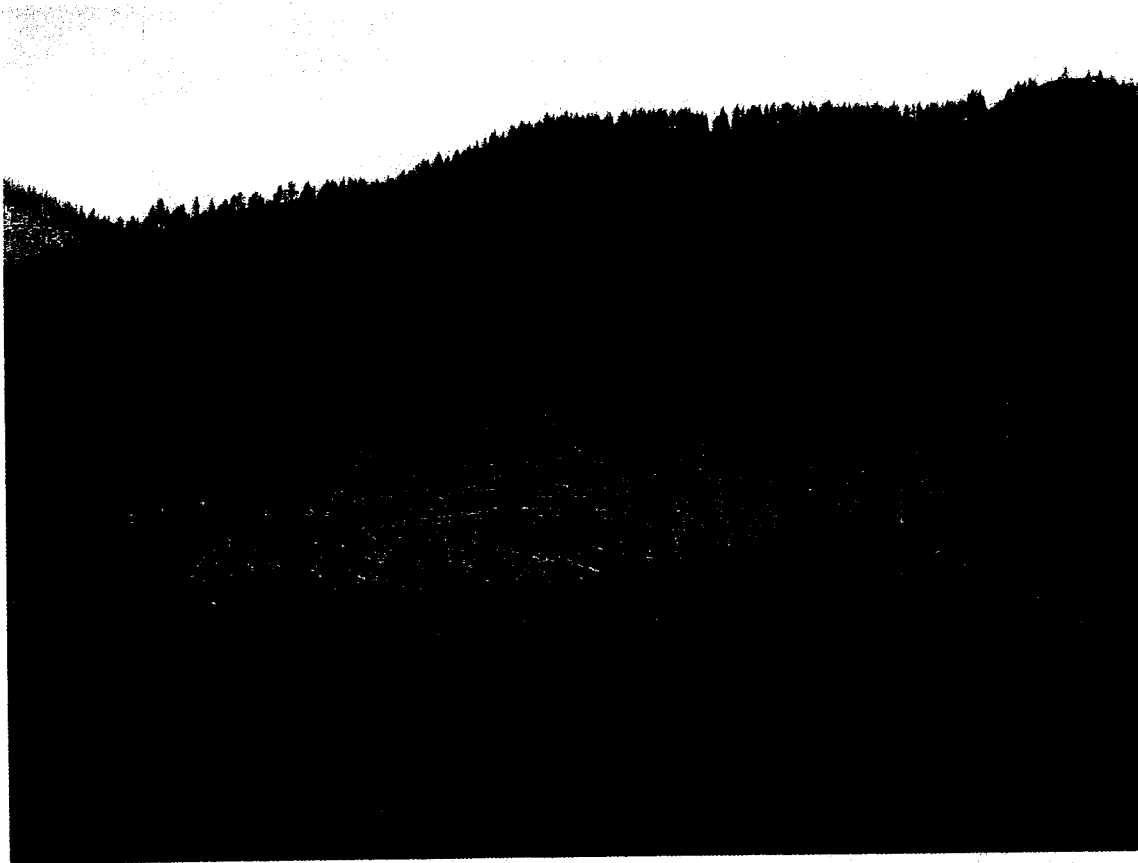
Seller says that a division of land map has been filed on the parcel dividing it into 40 acre parcels, but these do not appear of record.

Steep terrain, no power. Access off Kingsbury Grade via 4WD road. The parcel's FR-19 zoning gives it 18± transferable development rights, which can be used to develop suitable sites elsewhere in the county. At the time of this sale, the TDRs had a market value of approximately \$5,000 per unit, or \$90,000 total.

Land Sale 2 Location Map



Land Sale No. 3

**Property Identification**

Record ID	206
Property Type	Vacant land
Property Name	Vacant Residential Site
Address	Musgrove Creek Drive, Washoe County, Nevada
Location	Washoe Valley
Tax ID	055-430-07

Sale Data

Grantor	Stephen Zolotow
Grantee	Viney & Vandana Soni-50%; Vimal & Kiran Soni-50%
Sale Date	November 17, 2005
Deed Book/Page	3309319
Property Rights	Fee Simple
Conditions of Sale	Market
Financing	Cash
Verification	Victoria Williams, realtor Confirmed by Mark Warren

Sale Price	\$1,000,000
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Land Data

Zoning	GR
Topography	Moderate to steep. Elevation approximately 6,500' to 7,000'.

Land Sale No. 3

Utilities To site
Shape Irregular
Minerals N/A

Land Size Information

Gross Land Size 100.680 Acres or 4,385,621 SF
USGS Quad Carson City, NV 1990

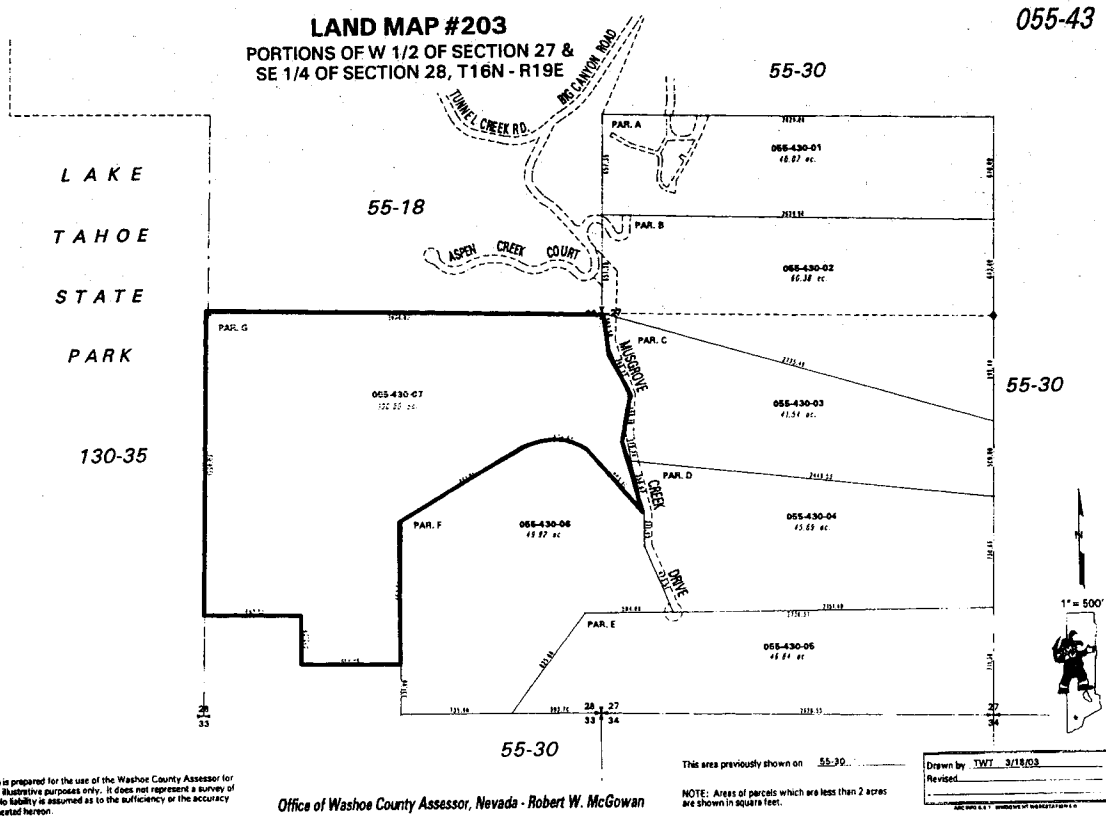
Indicators

Sale Price/Gross Acre \$9,932

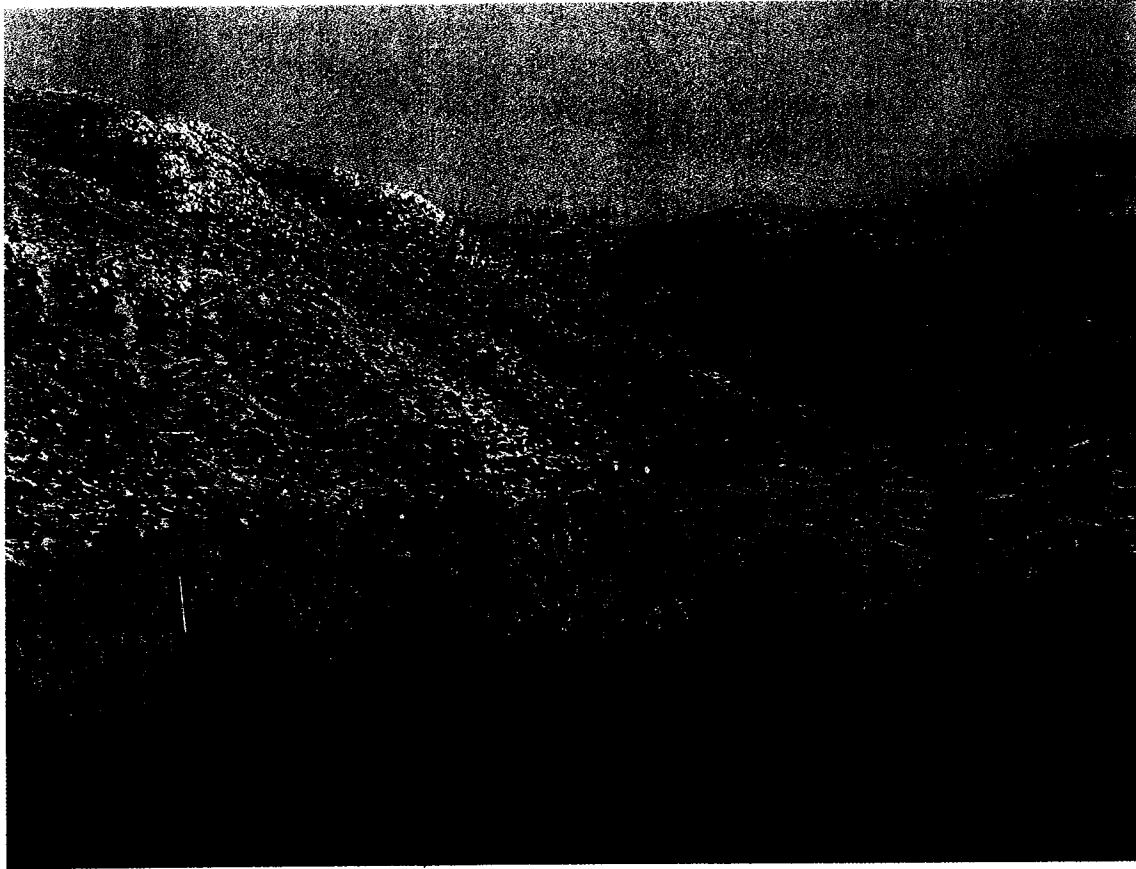
Remarks

Sale of one of seven tracts in a large-parcel development at the south end of Washoe Valley. Located well above the valley floor with good views north. The area has among the highest lot values and home prices in the regional market. Custom homes are located in close proximity. Sold to southern California residents.

Land Sale No. 3



Land Sale No. 4

**Property Identification**

Record ID	207
Property Type	Vacant land
Property Name	Vacant Residential Site
Address	Musgrove Creek Drive, Washoe County, Nevada
Location	Washoe Valley
Tax ID	055-430-05

Sale Data

Grantor	Stephen Zolotow
Grantee	Jerry and Julie Kirstine
Sale Date	December 02, 2005
Deed Book/Page	3317630
Property Rights	Fee simple
Conditions of Sale	Market
Financing	Cash
Verification	Confirmed by Mark Warren

Sale Price	\$750,000
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Land Data

Zoning	GR
Topography	Moderate to steep. Elevation approximately 6,200'.
Utilities	To Site

Land Sale No. 4

Shape
Minerals

Slightly Irregular

Land Size Information

Gross Land Size
USGS Quad

46.840 Acres or 2,040,350 SF
Carson City, NV 1990

Indicators

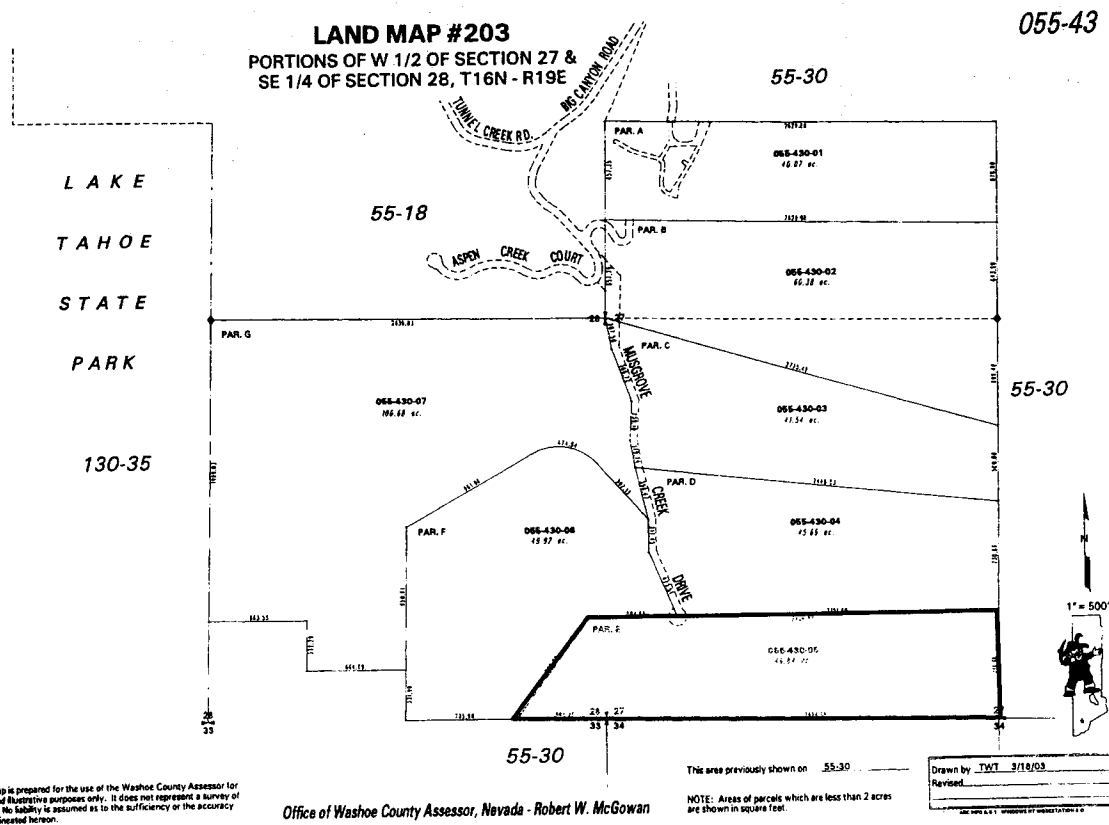
Sale Price/Gross Acre

\$16,012

Remarks

Sale of one of seven tracts in a large-parcel development at the south end of Washoe Valley. Located well above the valley floor with good views north. The area has among the highest lot values and home prices in the regional market. Custom homes are located in close proximity. Sold to southern area residents as future home site.

Land Sale No. 4



Land Sale No. 5

May not be actual sale photo; taken at approximate location

**Property Identification**

Record ID	208
Property Type	Vacant land
Property Name	Vacant Residential Site
Address	Snow Valley Peak, Carson City, Nevada
Location	1-1/2 miles north of US Highway 50
Tax ID	07-031-31

Sale Data

Grantor	Schultz Investments LLC
Grantee	West Peak HCT, LLC
Sale Date	March 24, 2006
Deed Book/Page	0351421
Property Rights	Fee simple
Conditions of Sale	Market
Financing	Cash
Verification	Lyn Norberg, MAI Confirmed by Mark Warren

Sale Price	\$1,200,000
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Land Data

Zoning	CR
Topography	Moderate to steep. Elevation approximately 8,400'.

Land Sale No. 5

Utilities None
 Shape Rectangular
 Minerals N/A

Land Size Information

Gross Land Size 80.906 Acres or 3,524,265 SF
 USGS Quad Marlette Lake, NV 1992

Indicators

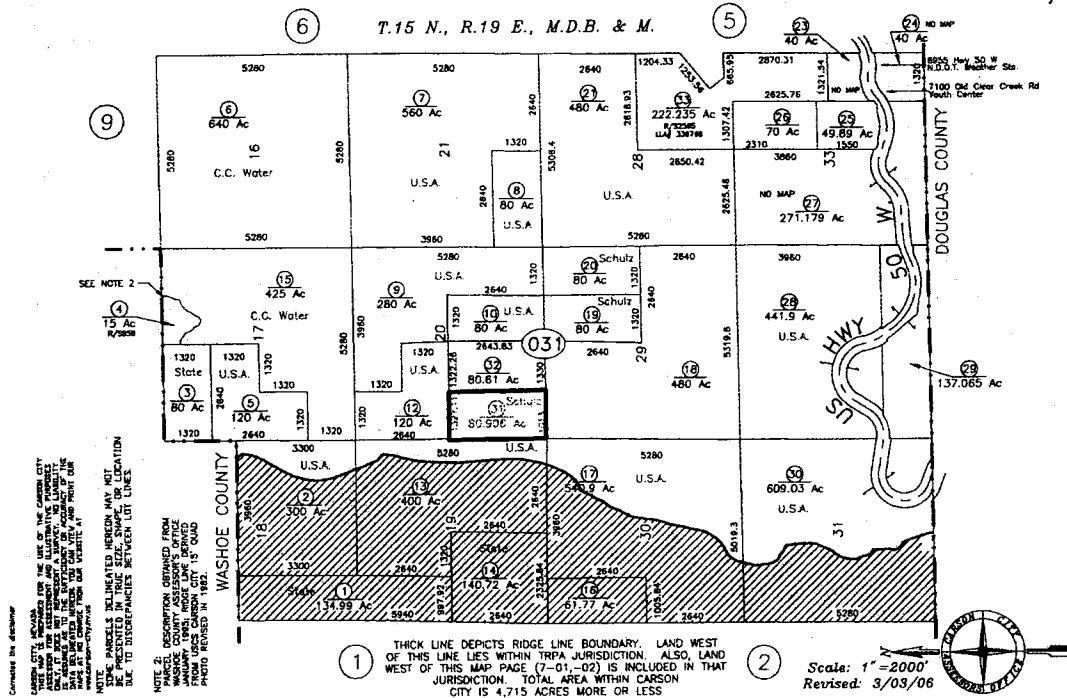
Sale Price/Gross Acre \$14,832

Remarks

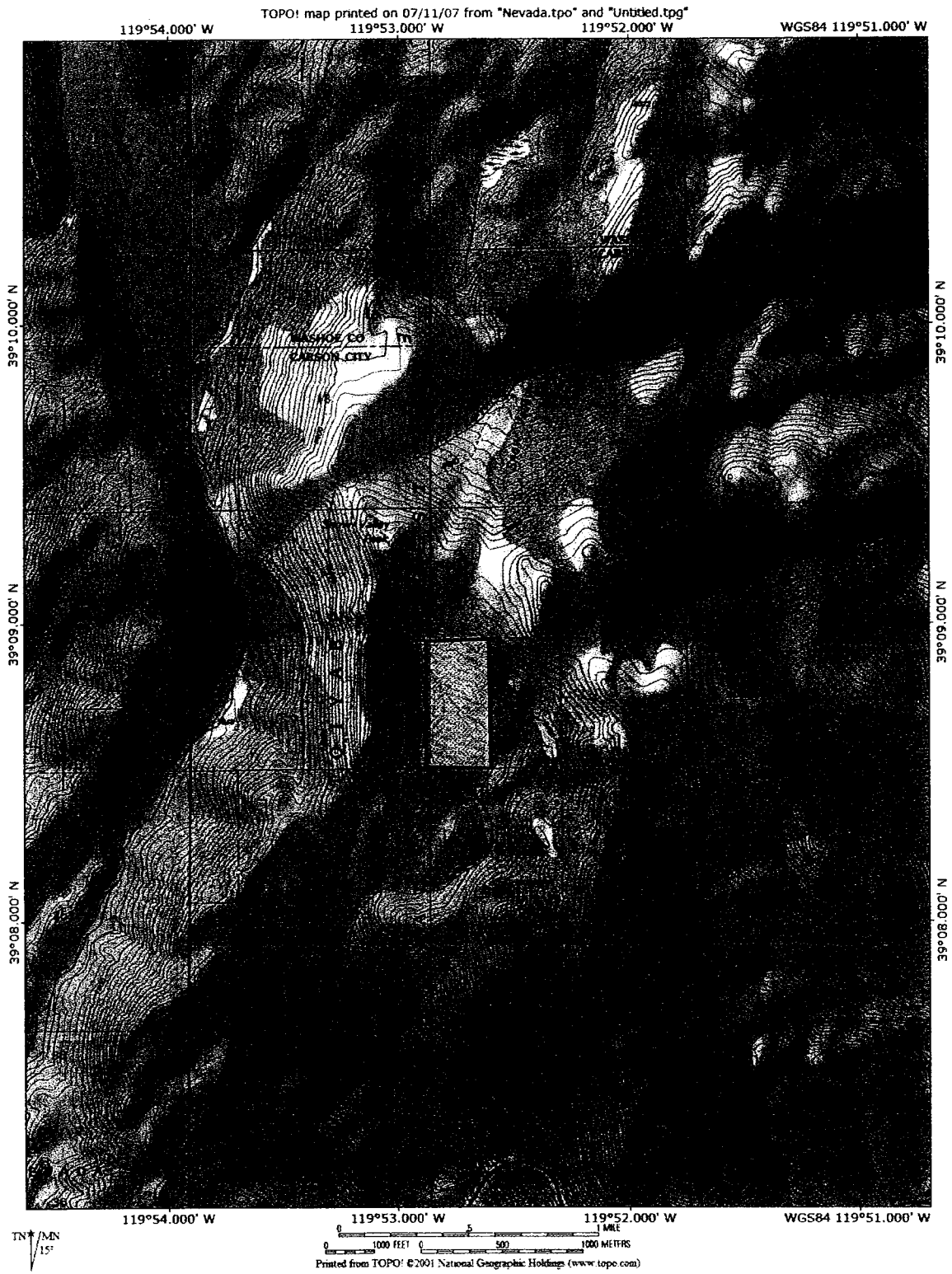
Purchased by local investors for future development/possible sale to Forest Service. Buyers had earlier (2003) acquired 240 acres in same area for approximately \$1,870 per acre. This unit was reserved by the sellers. This sale was occurred when buyers in 2003 transaction made an offer that the sellers felt was too good to pass up. Fair access of Highway 50.

Land Sale No. 5

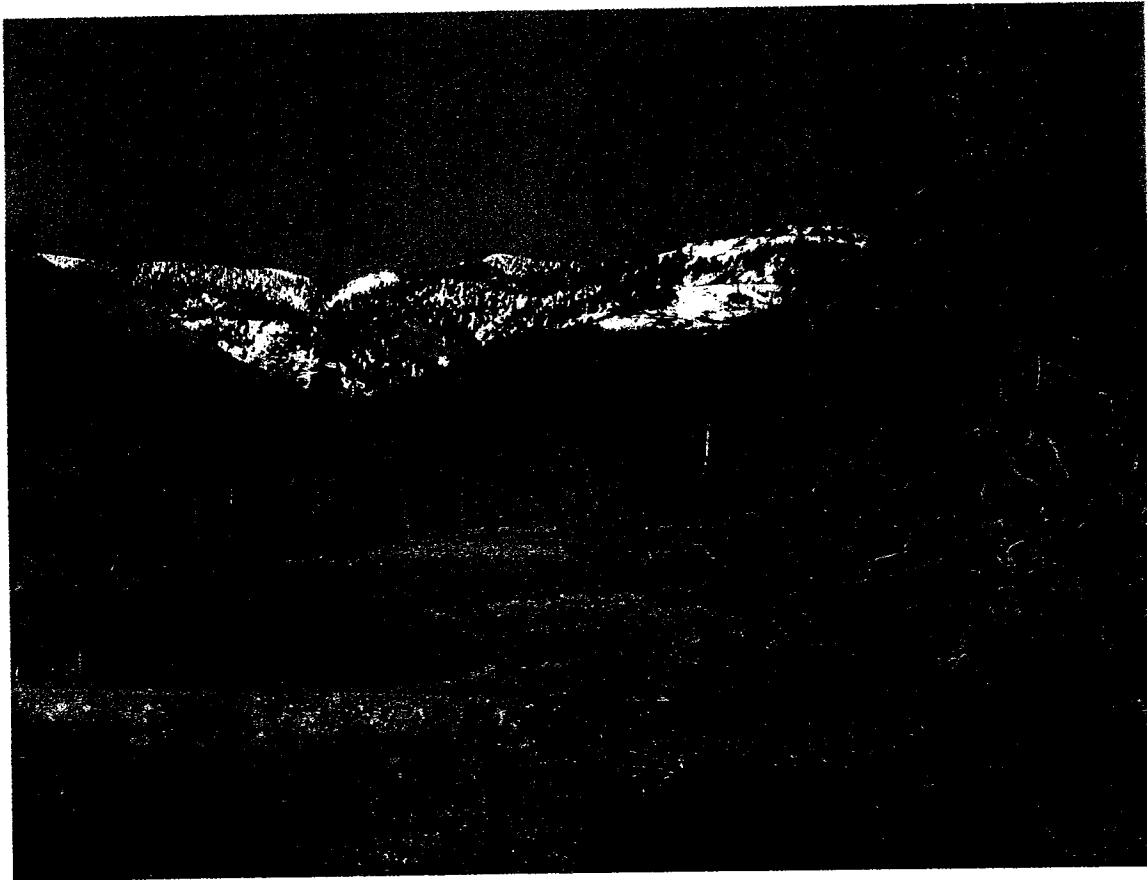
7-03



Land Sale 5 Location Map



Land Sale No. 6

**Property Identification**

Record ID	44
Property Type	Residential, Raw land
Property Name	Vacant Residential Site
Address	Logan Meadow, N/A, Washoe County, Nevada
Location	Logan Meadow
Tax ID	49-030-12 & 13

Sale Data

Grantor	Melinda J. Whitney, trustee
Grantee	Richard Reinhardt
Sale Date	April 19, 2006
Deed Book/Page	3376625
Property Rights	Fee simple
Conditions of Sale	Market
Financing	Cash
Verification	Joe Mastroianni, listing broker; 775 848-5761, Other sources: County records, Confirmed by Mark Warren
 Sale Price	 \$240,000

Land Sale No. 6

Land Data

Zoning GR, Residential
 Topography Moderate to steep
 Utilities None
 Dimensions Irregular
 Shape Irregular
 Minerals Deed is silent

Land Size Information

Gross Land Size 5.000 Acres or 217,800 SF
 USGS Quad Mount Rose NW, NV 1990

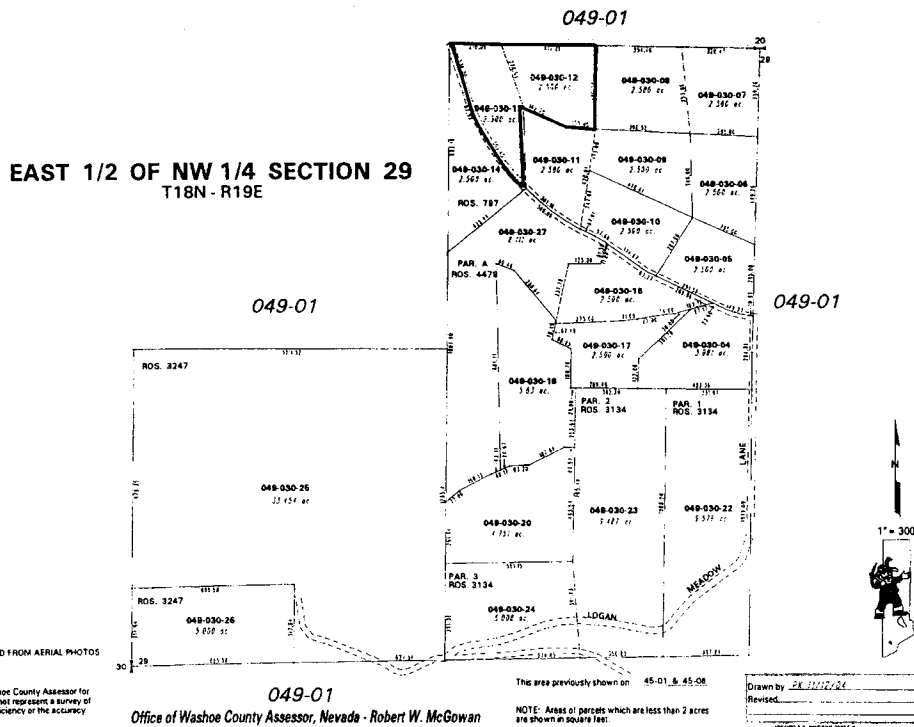
Indicators

Sale Price/Gross Acre \$48,000
 Sale Price/Gross SF \$1.10

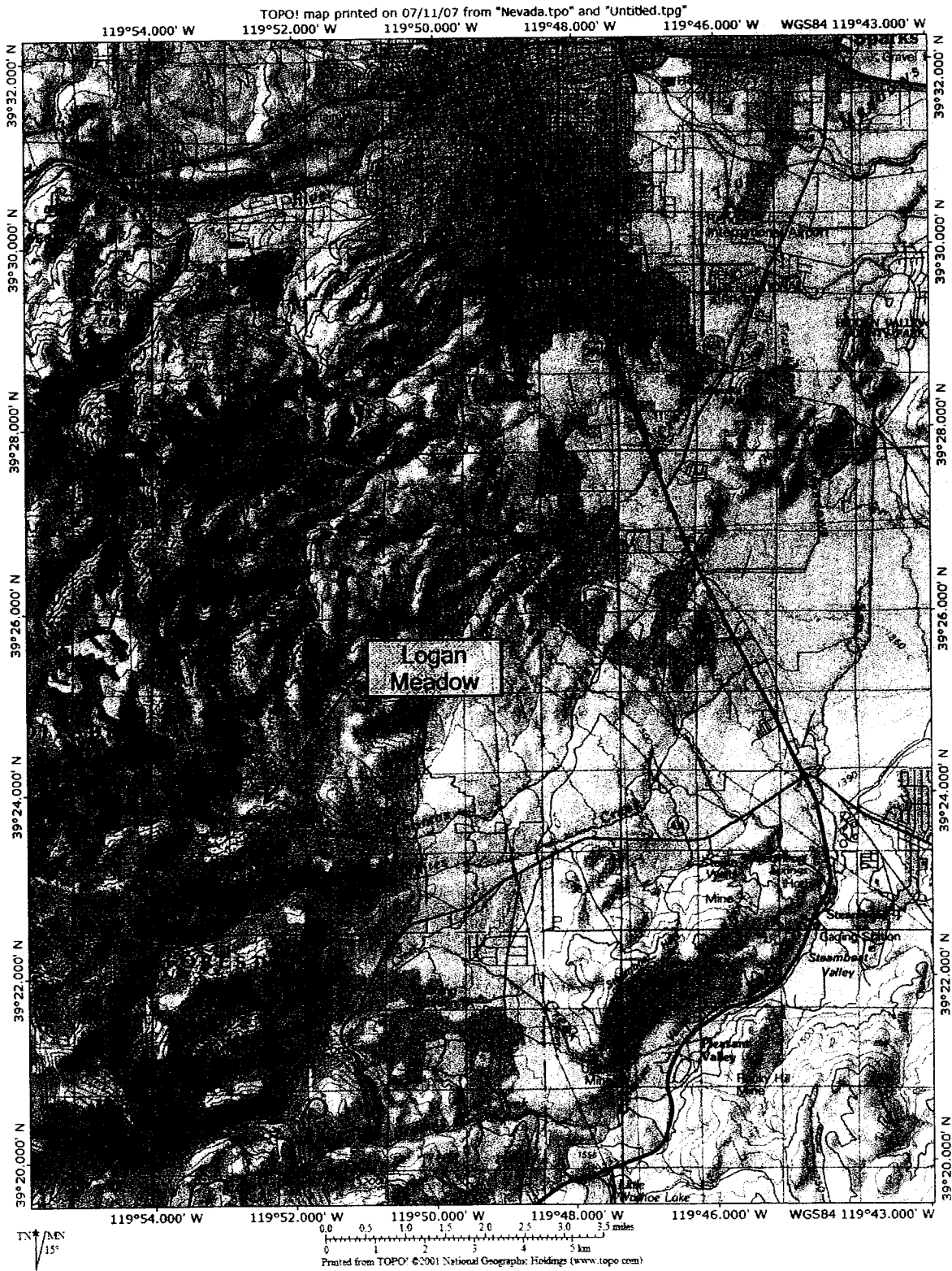
Remarks

Sale of a home site in Logan Meadow, a tract of about 20 lots on Thomas Creek in the Carson Range above south Reno. Unimproved dirt road access approximately 4 miles form Timber Line Road off Mt. Rose Highway. No utilities. There is a community water system. About a half dozen sites are improved, some with modest cabins, others with large site-built residences. Winter access is difficult. High scenic amenities.

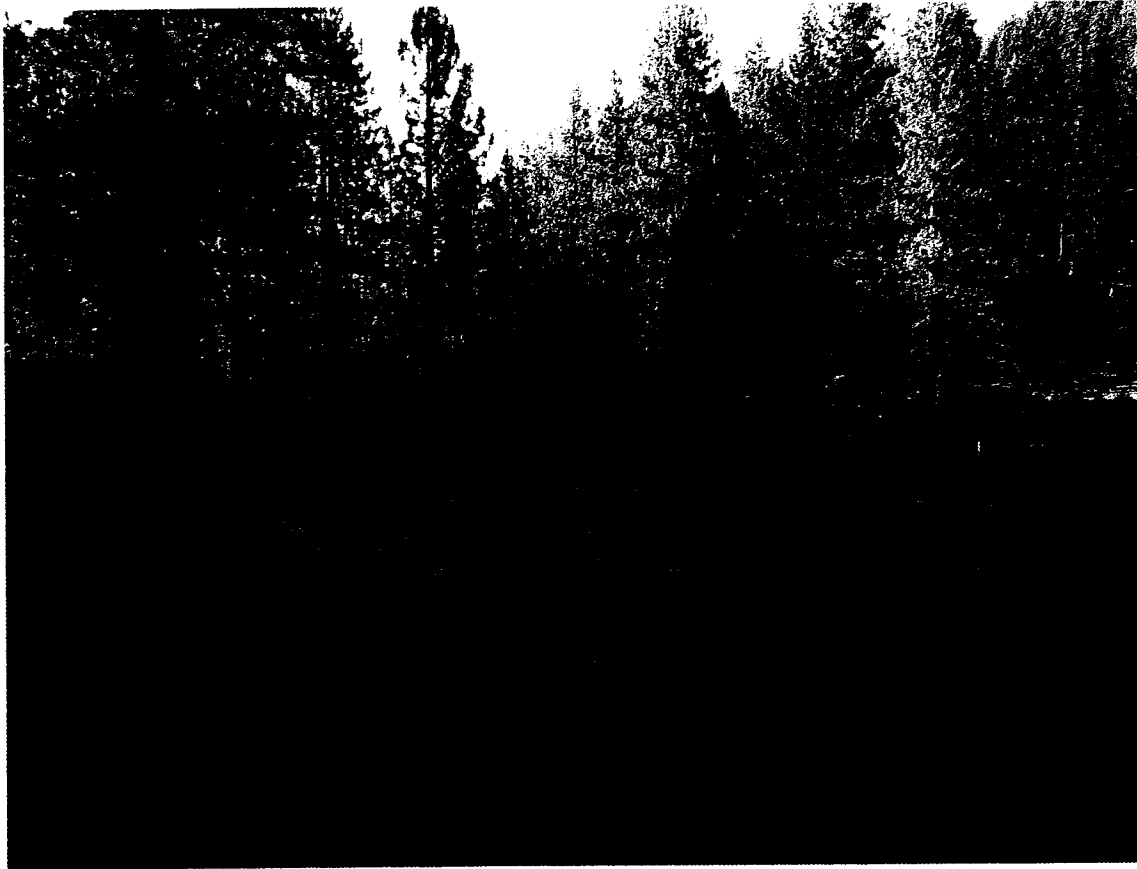
049-03



Land Sales 6, 8 and 10 General Location Map



Land Sale No. 7

**Property Identification**

Record ID	209
Property Type	Vacant land
Property Name	Vacant Residential Site
Address	Kingsbury Grade, Douglas County, Nevada
Location	South side of Kingsbury Grade, east of SR 28
Tax ID	1319-00-002-028 & -029

Sale Data

Grantor	Kingsbury Summit Development
Grantee	White Trust
Sale Date	October 13, 2006
Deed Book/Page	0682810
Property Rights	Fee Simple
Conditions of Sale	Market
Financing	Cash
Verification	Recorded court order Confirmed by Mark Warren

Sale Price	\$330,000
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Land Data

Zoning	F-19
Topography	Moderate to steep. Elevation approximately 7,200'

Land Sale No. 7

Utilities
Shape
Minerals

None to site; located at improved parcels approx. 1/2 mile west
 Irregular
 N/A

Land Size Information

Gross Land Size
USGS Quad

62.500 Acres or 2,722,500 SF
 South Lake Tahoe, CA 1992

Indicators

Sale Price/Gross Acre

\$5,280

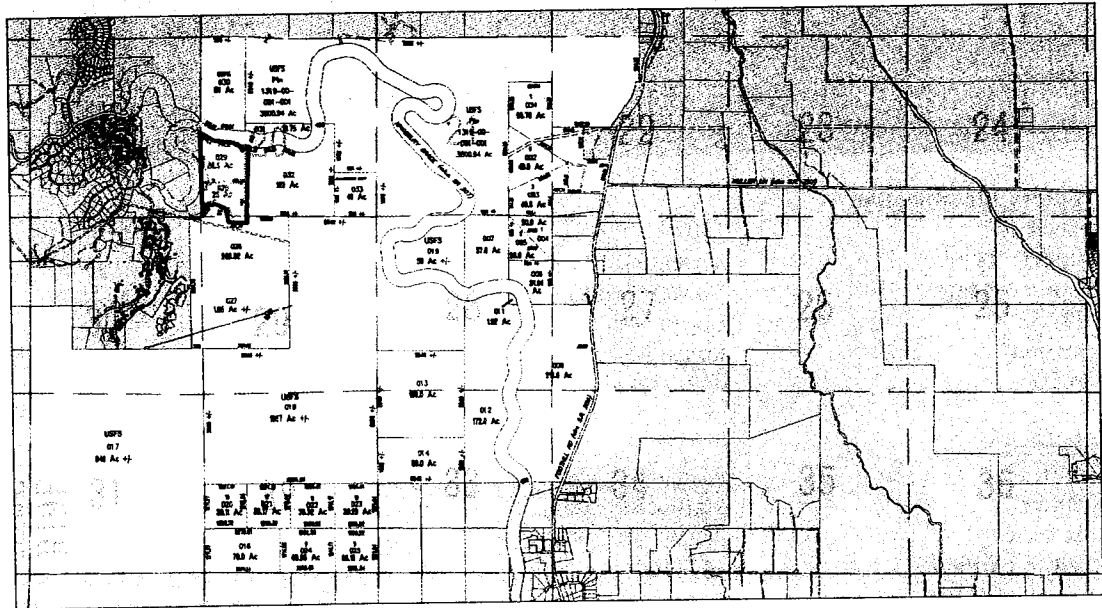
Remarks

Sale of two parcels together comprising 62.5 acres. Access from Old Kingsbury Grade. Parcels were sold to settle a partnership dispute; this was a court-ordered sale. Property was listed with local broker and was on the market for approximately 18 months.

Land Sale No. 7

<p><i>Douglas County, Nevada</i></p> <p><small>Assessor's Parcel Douglas County Assessor</small></p>	<p>Map Legend</p> <ul style="list-style-type: none"> Parcel Boundary Sub'd Boundary Easements Town Boundary Township/Range/Section Open Space/Conserv. Eas. Receiving Area 	<p>Parcel Number</p> <p>110</p>	<p>Parcel Sub/Seq Number</p> <p>110-001</p>	<p>T13 N R19 E</p>	<p>S 2 TWP</p> <table border="1"> <tr><td>6</td><td>9</td><td>4</td><td>3</td><td>2</td><td>1</td></tr> <tr><td>7</td><td>8</td><td>8</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>17</td><td>18</td><td>15</td><td>14</td><td>13</td></tr> </table>	6	9	4	3	2	1	7	8	8	10	11	12	13	17	18	15	14	13	<p>1319-00-002</p> <p>SCALE: 1"=1/2 Mile REVISION: 04/02/2008</p>
		6	9	4	3	2	1																	
7	8	8	10	11	12																			
13	17	18	15	14	13																			
<p>Parcel Acreage</p> <p>110</p>	<p>Parcel Block Number</p> <p>1</p>	<p>Parcel Lot Number</p> <p>110</p>	<p>Parcel Address</p> <p>110</p>																					

NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and illustrative purposes only. It does not represent warranty of the portions. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.



Land Sale No. 8

Not actual sale photo; unable to locate on ground. Approximate sale location.

**Property Identification**

Record ID	210
Property Type	Vacant land
Property Name	Vacant Residential Site
Address	Logan Meadow, Washoe County, Nevada
Location	Logan Meadow
Tax ID	049-030-14

Sale Data

Grantor	Alan and Andrea Schafer-Ramelli
Grantee	Martha Morgenrath
Sale Date	August 30, 2006
Deed Book/Page	3432469
Property Rights	Fee Simple
Conditions of Sale	Market
Financing	Cash
Verification	Public records Confirmed by Mark Warren

Sale Price	\$135,000
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Land Data

Zoning	CR
Topography	Moderate to steep. Elevation approximately 7,200'.

Land Sale No. 8

Utilities	None
Shape	Irregular
Minerals	

Land Size Information

Gross Land Size	2.500 Acres or 108,900 SF
USGS Quad	Mount Rose NW, NV 1990

Indicators

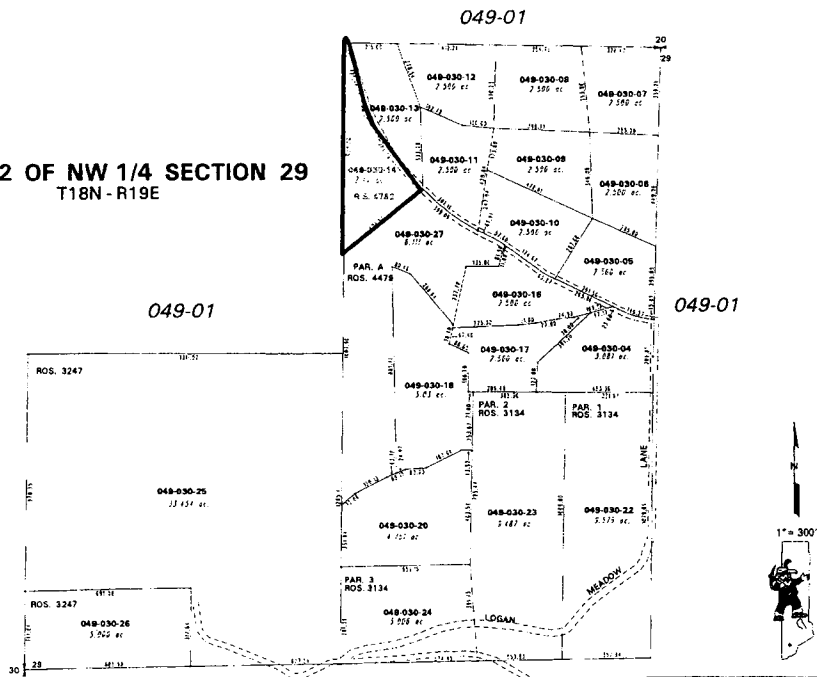
Sale Price/Gross Acre \$54,000

Remarks

Land Sale No. 8

049-03

**EAST 1/2 OF NW 1/4 SECTION 29
T18N - R19E**



* LOGAN MEADOW LN. HAS BEEN DIGITIZED FROM AERIAL PHOTOS

NOTE: This map is prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or the accuracy of the data delineated hereon.

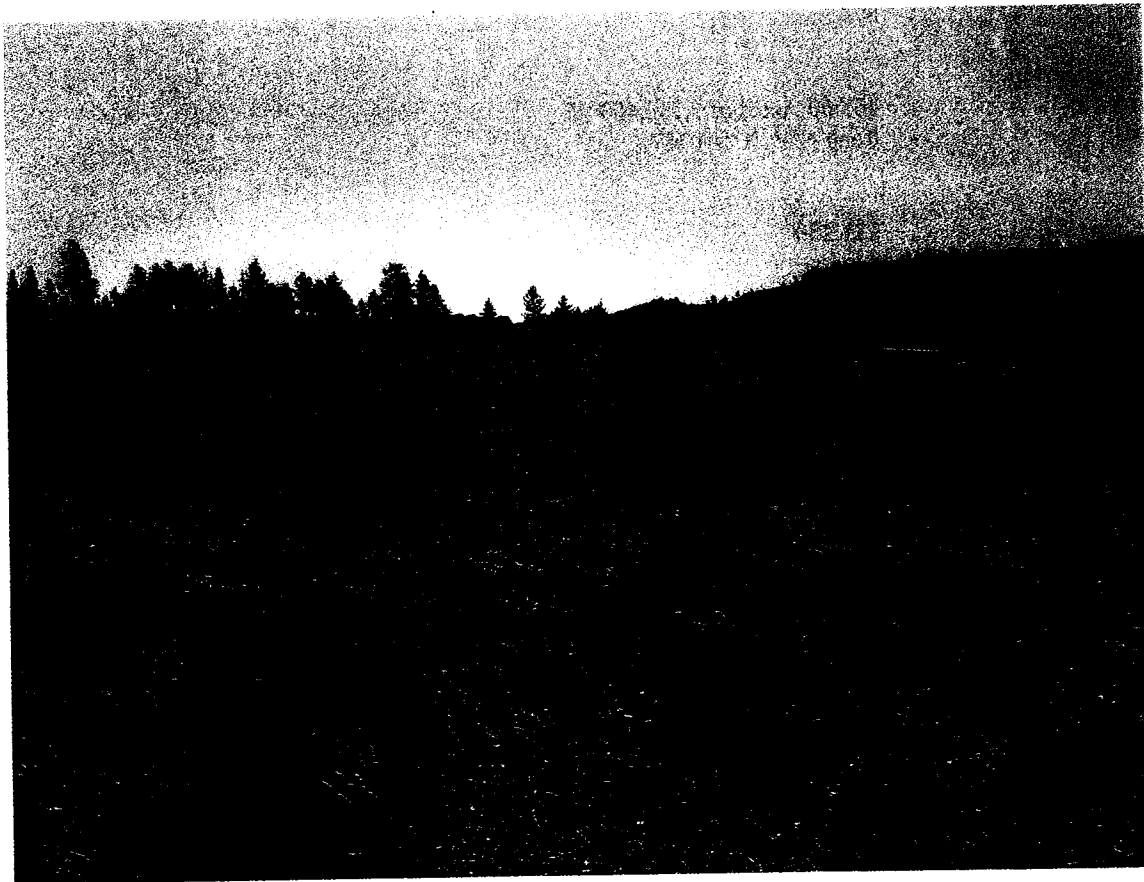
Office of Washoe County Assessor, Nevada - Joshua G. Wilson

This area previously shown on 45-01 & 45-08

NOTE: Areas of parcels which are less than 2 acres are shown in square feet.

Drawn by *EE JEFFREY*
Revised *2/2/2007*

Land Sale No. 9

**Property Identification**

Record ID	211
Property Type	Vacant land
Property Name	Vacant Residential Site
Address	Sto Lat Lane, Washoe County, Nevada
Location	Peavine Peak near Cold Springs
Tax ID	558-010-02

Sale Data

Grantor	Zygmunt and Christine B. Terelak, Trustees
Grantee	Mentor Investments, LLC
Sale Date	January 09, 2007
Deed Book/Page	3484658
Property Rights	Fee Simple
Conditions of Sale	Market
Financing	Cash
Verification	Dick Ruppert, buyer Confirmed by Mark Warren

Sale Price	\$450,000
-------------------	-----------

Land Data

Zoning	UT-10, 10 acre minimum parcel
Topography	Moderate. Elevation approximately 5,600 feet

Land Sale No. 9

Utilities Power to site
 Shape Rectangular
 Minerals N/A

Land Size Information

Gross Land Size 40.000 Acres or 1,742,400 SF
 USGS Quad Reno NW, NV 1978

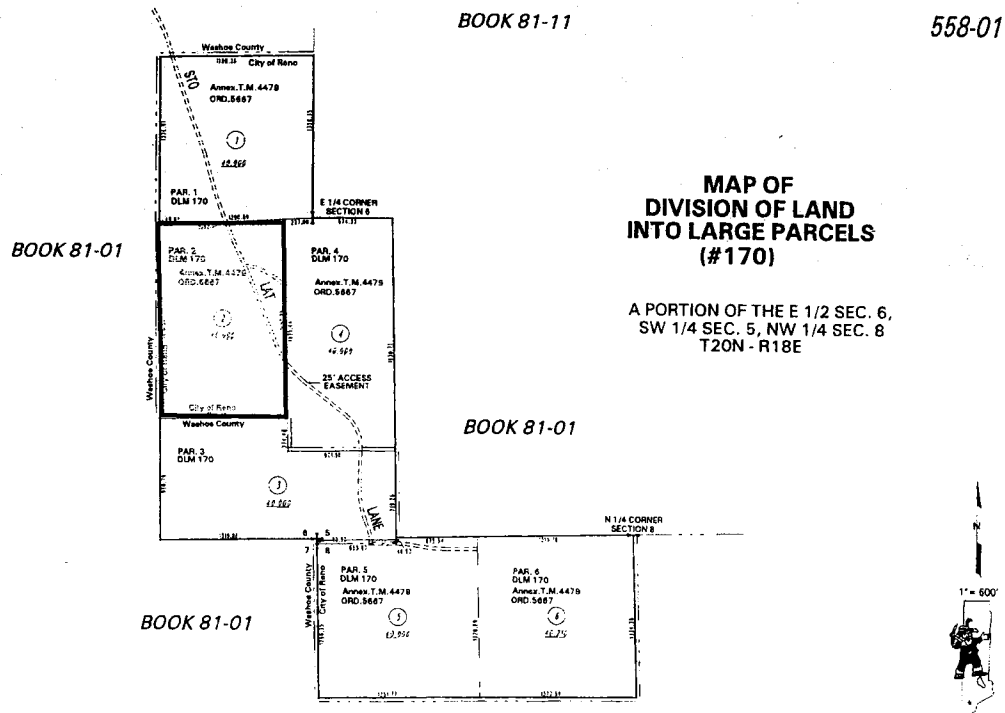
Indicators

Sale Price/Gross Acre \$11,250

Remarks

Sale of one of four 40-acre parcels located on the slopes of Peavine Mountain about 20 road miles north of central Reno. Access is via a dirt road form Long Valley Road in Sierra County, California. The seller and buyer are acquainted with one another, and this was a direct sale without broker involvement. The buyer states that the purchase price reflects actual market value. Prior to the purchase, the buyer obtained permission form the homeowners association to split the property into four 10-acre plots. He states that this was done for the benefit of family members, and that he does not intend to market any of the 10 smaller sites. Power to site.

Land Sale No. 9



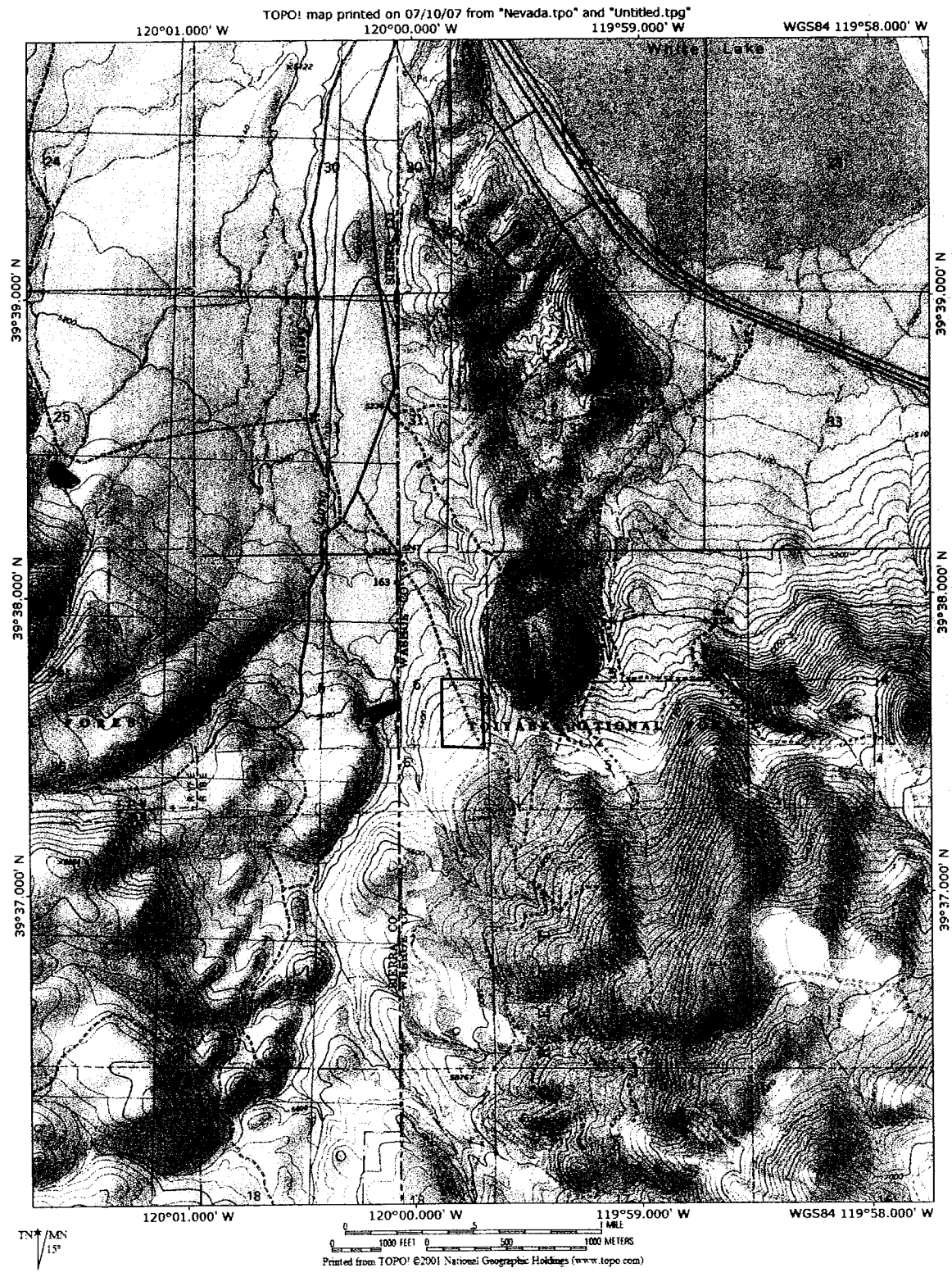
NOTE: This map is prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or the accuracy of the data delineated hereon.

Office of Washoe County Assessor, Nevada - Robert W. McGowan

This area previously shown on 81-01
 NOTE: Areas of parcels which are less than 2 acres are shown in square feet.

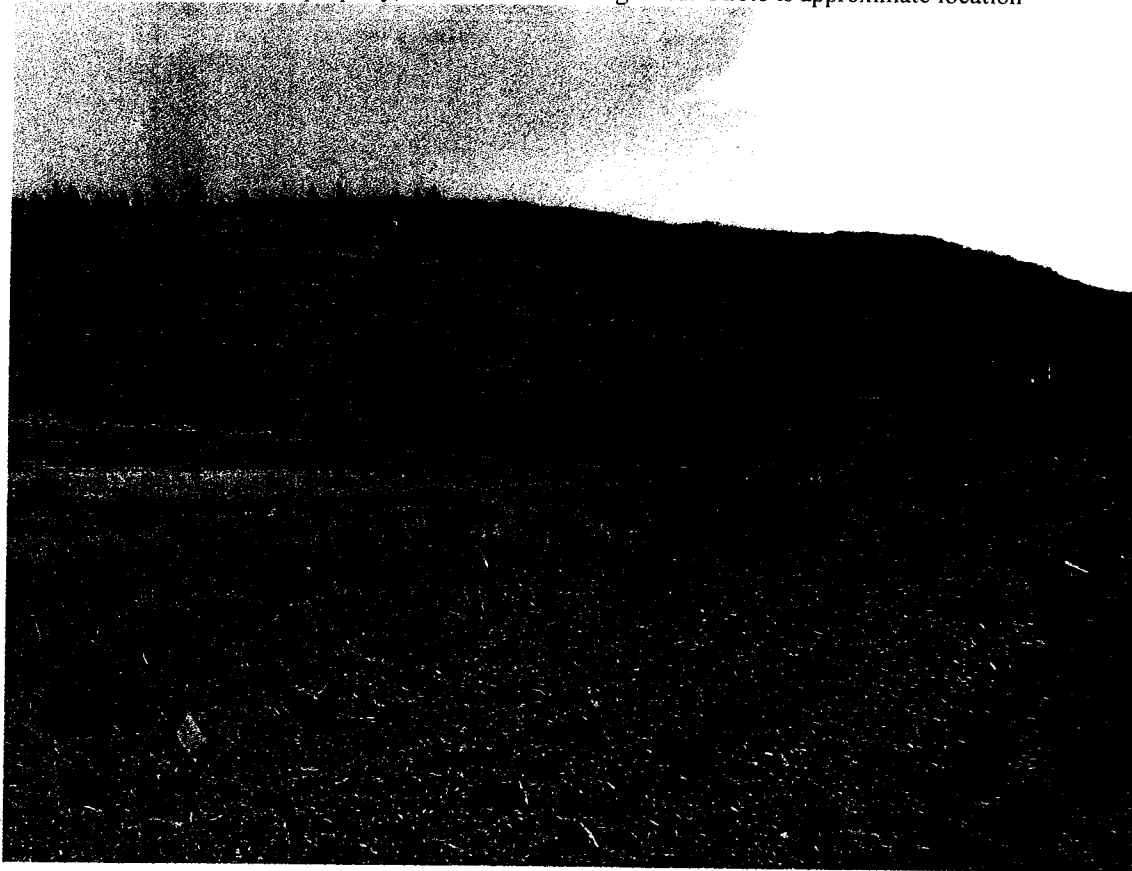
Drawn by: 6/97 TJF
 Revised: CFR 611B/2005, CFR 10/24/2005

Land Sale 9 Location Map



Land Sale No. 10

Not actual sale property; unable to locate on ground. Photo is approximate location

**Property Identification**

Record ID	212
Property Type	Vacant land
Property Name	Vacant Residential Site
Address	Logan Meadow, Washoe County, Nevada
Location	Logan Meadow
Tax ID	049-030-24

Sale Data

Grantor	Timothy N. and Jessica L. Farrar
Grantee	Michael C. Evans
Sale Date	March 08, 2007
Deed Book/Page	3506498
Property Rights	Fee simple
Conditions of Sale	Market
Financing	Cash
Verification	Mike Evans, buyer Confirmed by Mark Warren

Sale Price	\$187,500
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Land Data

Zoning	GR
Topography	Steep; elevation approximately 7,000 feet.

Land Sale No. 10

Utilities	None
Shape	Rectangle
Minerals	N/A

Land Size Information

Gross Land Size	5.008 Acres or 218,148 SF
USGS Quad	Mount Rose NW, NV 1990

Indicators

Sale Price/Gross Acre \$37,440

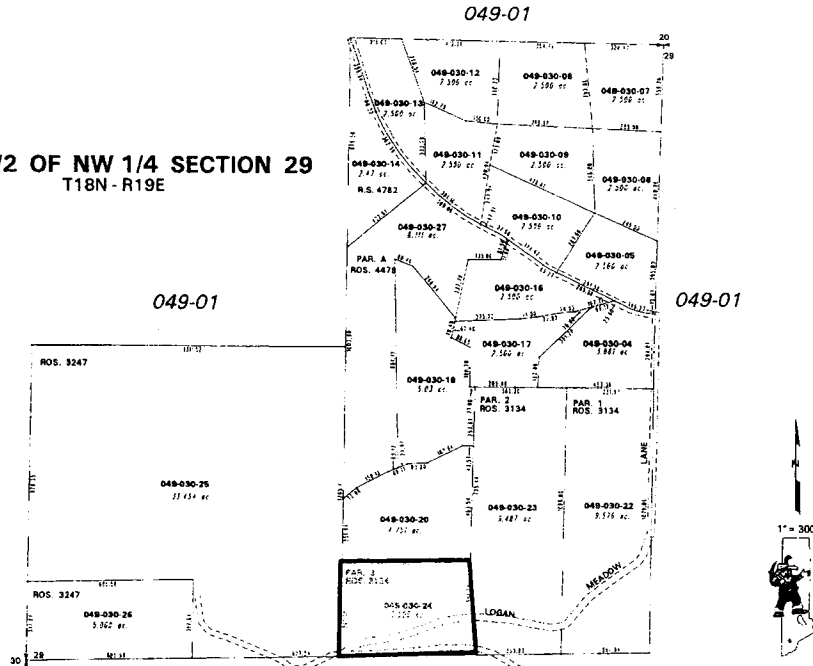
Remarks

Parcel had been listed but was off market at time of sale. Buyer is CPA; one of his realtor clients was aware of expired listing and brought Mr. Evans' offer to seller. Very steep parcel at entrance to Logan Meadows. Buyer says home site area is limited but adequate.

Land Sale No. 10

049-03

**EAST 1/2 OF NW 1/4 SECTION 29
T18N - R19E**



* LOGAN MEADOW LN. HAS BEEN DIGITIZED FROM AERIAL PHOTOS

NOTE: This map is prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or the accuracy of the data delineated hereon.

Office of Washoe County Assessor, Nevada - Joshua G. Wilson

NOTE: Areas of parcels which are less than 2 acres are shown in square feet.

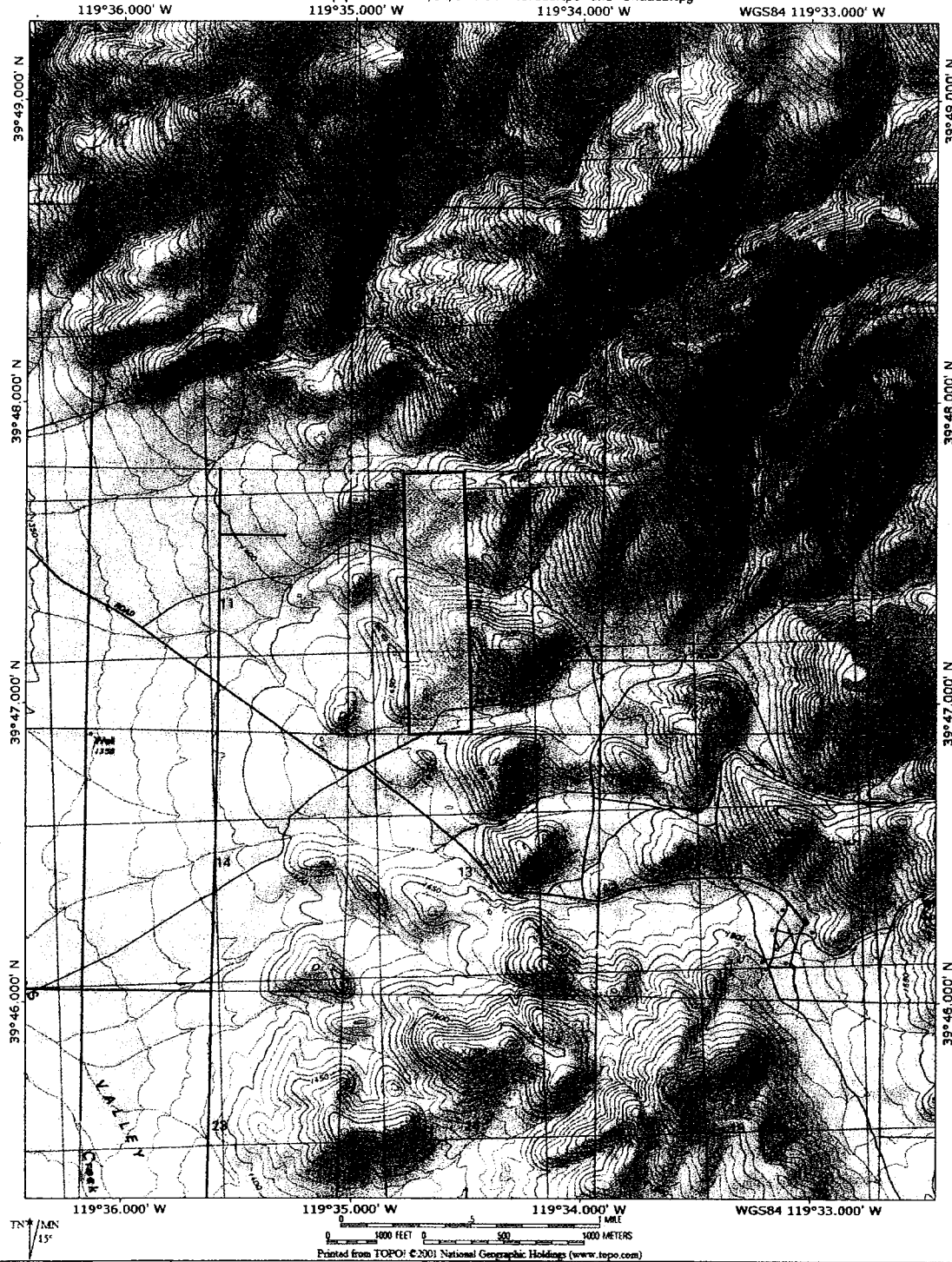
This area previously shown on 45-01 & 45-08
Drawn by J2 11/19/06
Revised JL 3/22/07

PALOMINO VALLEY 40+ ACRE LAND SALES LOCATION MAP



PALOMINO VALLEY LAND SALE P-1

TOPOI map printed on 08/14/07 from "Nevada.tpo" and "Untitled.tpg"



APN	077-110-04	Location	N/S of Whiskey Springs Rd., Palomino Valley
Grantor	Renee S. Wood, Trustee	Grantee	Larry E. McFall, Trustee
Sale Date/Doc.#	1/2/07; 3482127	Sale Price	\$300,000
Acres	157.33	Price/Acre	\$1,907

PALOMINO VALLEY LAND SALE P-2

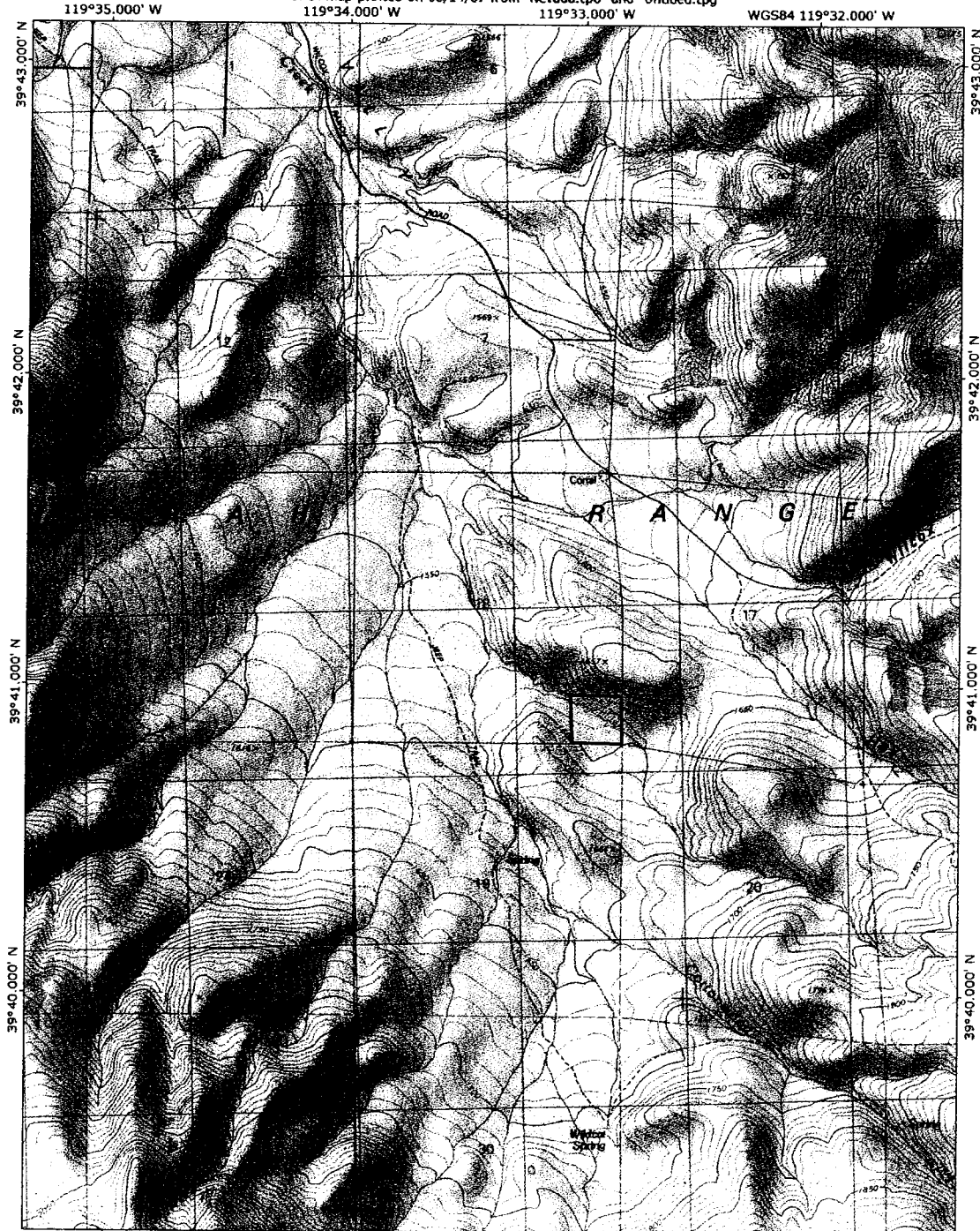
TOPOI map printed on 08/14/07 from "Nevada.tpo" and "Untitled.tpg"



APN	077-260-18	Location	S/S of Rossow Lane, Palomino Valley
Grantor	Mitch & Melissa Gerlinger	Grantee	Ross Waltz
Sale Date/Doc.#	3/28/07; 3514117	Sale Price	\$212,000
Acres	80.02	Price/Acre	\$2,649

PALOMINO VALLEY LAND SALE P-3

TOPO! map printed on 08/14/07 from "Nevada.tpo" and "Untitled.tpg"



APN	076-650-06	Location	E. of Basque Oven Road, Wilcox Ranch Road area
Grantor	Christine L. Aldridge	Grantee	GH Ranches, LLC
Sale Date/Doc.#	4/4/07; 3517333	Sale Price	\$140,000
Acres	40.54	Price/Acre	\$3,453

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

CONTRACT No. 0708-025
titled Self Contained Appraisal for the Wilson Trust Property

is made by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and hereinafter referred to as the "CONTRACTOR".

1 CONTRACT TERM:

1.1 This Contract shall be effective from 4/23/07 to 6/30/08 unless sooner terminated by in accordance with its terms.

2 NOTICE:

2.1 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

2.1.1 Notice to **CONTRACTOR** shall be addressed to:

Company Name: Warren & Schiffmacher, LLC
Contact Person / Title: Mark Warren, MAI
Address: 85 Keystone Ave., Ste. C
City: Reno State: NV. Zip Code: 89503
Telephone # 775-686-2622 / Fax #
E-mail address: mark.warren@sbcglobal.net

2.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing & Contracts
Cheryl Adams, Purchasing & Contracts Manager
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2027 extension 1100 / FAX 887-2107
Cadams@ci.carson-city.nv.us

For P&C Use Only	
BL expires	<u>4/23/07</u>
GL expires	<u>4/23/07</u>
PL expires	<u>1/5/08</u>
WC expires	<u>4/23/07</u>

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

3 SCOPE OF WORK:

3.1 The parties agree that the scope of work for **CONTRACTOR** shall be See attached.

Exhibit "A"

4 CONSIDERATION:

4.1 The parties agree that **CONTRACTOR** will provide the services specified in **Scope of Work** for a not to exceed cost of \$ 4,500.00.

4.2 The **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

4.3 The continuation of this Contract beyond June 30, 2008 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

5 CONTRACT TERMINATION:

5.1 This Contract may be terminated by either party with or without cause by giving the other party thirty (30) days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

6 REMEDIES:

6.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, that the party awarded fees may only present a claim for attorneys' fees at the rate of \$125 per hour. The **CITY** may set off consideration against any unpaid obligation of the **CONTRACTOR** to the **CITY**.

7 LIMITED LIABILITY:

7.1 The **CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

8 FORCE MAJEURE:

8.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

9 INDEMNIFICATION:

9.1 To the fullest extent permitted by law, **CONTRACTOR** shall indemnify, hold harmless and defend (at **CITY'S** option), not excluding the **CITY'S** right to participate, the **CITY** from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent, willful, or unlawful acts or omissions of **CONTRACTOR**, its officers, employees, agents, representatives, volunteers, and any others performing work for **CONTRACTOR**.

9.2 To the fullest extent permitted by law, **CITY** shall indemnify, hold harmless and defend, not excluding the **CONTRACTOR'S** right to participate, the **CONTRACTOR** from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent, willful, or unlawful acts or omissions of **CITY**, its officers, employees, agents, representatives, volunteers, and any others performing work for **CITY**.

10 INDEPENDENT CONTRACTOR:

10.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

10.2 It is mutual agreed that **CONTRACTOR** is associated with the **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

10.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

10.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

10.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the **CITY**.

11 INSURANCE REQUIREMENTS

11.1 Unless expressly waived in writing by the **CITY**, **CONTRACTOR**, as an independent contractor and not an employee of the **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. The **CITY** shall have no liability except as specifically provided in the Contract. The **CONTRACTOR** shall not commence work before:

11.1.1 **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and

11.1.2 **CITY** has approved the insurance policies provided by the **CONTRACTOR**. Prior approval of the insurance policies by the **CITY** shall be a condition precedent to any payment of consideration under this Contract and the **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the **CITY** to timely approve shall not constitute a waiver of the condition.

11.2 Insurance Coverage:

11.2.1 The **CONTRACTOR** shall, at the **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the **CITY**, the required insurance shall be in effect prior to the commencement of work by the **CONTRACTOR** and shall continue in force as appropriate until the latter of:

11.2.1.1 Final acceptance by the **CITY** of the completion of this Contract; or

11.2.1.2 Such time as the insurance is no longer required by the **CITY** under the terms of this Contract.

11.2.2 Any insurance or self-insurance available to the **CITY** shall be excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the **CITY**, **CONTRACTOR** shall provide the **CITY** with renewal or replacement evidence of

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify the **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

11.3 General Requirements:

11.3.1 **Certificate Holder:** Each liability insurance policy shall list Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

11.3.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from the Contract.

11.3.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

11.3.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

11.3.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Carson City Risk Management Division.

11.3.6 **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

11.3.7 **Approved Insurer:** Each insurance policy shall be:

11.3.7.1 Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

11.3.7.2 Currently rated by A.M. Best as "A- VII" or better.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

11.3.8 **Evidence of Insurance:** Prior to the start of any Work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

11.3.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

11.3.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of the **CITY** as an additional insured per Section 11.3.2.

11.3.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

11.3.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by the **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to the **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to the **CITY** under this Contract or otherwise. The **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

12 COMMERCIAL GENERAL LIABILITY INSURANCE:

12.1 Minimum Limits required:

12.1.1 One Million Dollars (\$1,000,000.00) - General Aggregate

12.1.2 Contract Amount - Products & Completed Operations Aggregate

12.1.3 Twenty-Five Thousand (\$25,000.00) - Each Occurrence

12.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

13 **PROFESSIONAL LIABILITY INSURANCE:** Not Required

13.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

13.2 Retroactive date: Prior to commencement of the performance of the contract

13.3 Discovery period: Three (3) years after termination date of contract.

13.4 A certified copy of this policy may be required.

14 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

14.1 **CONTRACTOR** shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

14.2 Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

14.3 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15 **BUSINESS LICENSE:**

15.1 **CONTRACTOR** shall obtain a Carson City business license and provide a copy of same to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701 prior to commencing work.

16 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

16.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The **CITY** may set-off against consideration due any delinquent government obligation.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

17 WAIVER OF BREACH:

17.1 Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18 ASSIGNMENT/DELEGATION:

18.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of the **CITY**.

19 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

19.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of the **CITY**.

19.2 Notwithstanding the foregoing, the **CITY** shall have no proprietary interest in any materials licensed for use by the **CITY** that are subject to patent, trademark or copyright protection.

20 GENERAL WARRANTY:

20.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

21 PROPER AUTHORITY:

21.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by Carson City Purchasing & Contracts and only for the period of time specified in the Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

22 GOVERNING LAW; JURISDICTION:

22.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

23 ENTIRE CONTRACT AND MODIFICATION:

23.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by Carson City Purchasing & Contracts.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

24 ACKNOWLEDGMENT AND EXECUTION:

24.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2027 extension 1100
Fax: 775-887-2107
CAdams@ci.carson-city.nv.us

By: Cheryl A. Adams
CHERYL A. ADAMS

DATED this 25th day of April, 2007.

I certify that funds are available and that Contractor will not be given authorization to begin work until this Contract has been signed by Purchasing & Contracts.

BY: Roger Moellendorf
Title: Director
Department: Parks & Recreation
Address: 3303 Butti Way, Bldg. 9
Carson City, NV 89701
Telephone: 775-887-2363 Ext. 1001
Fax: 775-887-2145
RMoellendorf@ci.carson-city.nv.us
ACCT.: 254-5047-452-0309

R. Moellendorf
Signature

DATED this 25 day of April, 2007

Undersigned says: That he/she is the **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Mark Warren
TITLE: Member (at-Large)
FIRM: Warren Schramacher, LLC
BUSINESS LICENSE #: 07-00-2547
Address: 85 Keystone Ave
City: Reno
State: NV Zip Code: 89505
Telephone: 775-686-2627 / Fax #: 775-686-4681
E-mail Address: mwarren@sbcsymbol.net

Mark Warren
(Signature of **CONTRACTOR**)

DATED this 23 day of April, 2007.

Exhibit "A"

Warren & Schiffmacher, LLC
85 Keystone Avenue, Suite C
Reno, Nevada 89503
775 686-2622

Mark Warren, MAI
markwws@sbcglobal.net

Robert E. Schiffmacher, MAI
bobwws@sbcglobal.net

April 5, 2007

Mr. Juan Guzman
Open Space Manager
Carson City Parks and Recreation Department
3303 Butti Way, Bldg. 9
Carson City, NV 89701

Re: Wilson, E. J.
APNs 007-031-04 and 007-091-26

Dear Mr. Guzman:

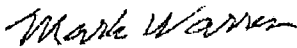
This is my proposal to provide appraisal services to the Municipality of Carson City in connection with the above property. Carson City will be the client for the appraisal. The intended users will be Carson City, as well as the State of Nevada Division of Forestry. The intended use is in support of the proposed purchase of the property by Carson City.

The parcels are two non-contiguous tracts of 15 and 96.28 acres respectively, located in Ash Canyon west of central Carson City. I propose to conduct an appraisal of these parcels, reporting my results in a self-contained appraisal report. I will address both parcels in a single report, and will report a single value for both as if purchased in one transaction. The appraisal will be conducted and reported under the generally recognized appraisal standards promulgated in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, as well as with the Code of Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, of which I am a member. Additionally, the appraisal report will comply with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or "The Yellow Book"), and will be subject to review by the US Forest Service Intermountain Region appraisal staff.

My fee for this work is \$4,500. I will deliver the completed report, with three copies signed in original, within 120 days of your authorization to proceed. Additional consultation, expert witness testimony, and other work outside the scope of the original assignment will be billed at my standard hourly rate of \$175.

I look forward to working with you on this project. Please feel free to contact me if you have any questions.

Sincerely,



Mark Warren, MAI

Northern Nevada Title Company
512 N. Division Street
Carson City, NV 89703

Privacy Policy Notice
as of September 20, 2005

PURPOSE OF THIS NOTICE

Northern Nevada Title Company (NNTC) and its Underwriters share your concerns about privacy. Each Company is committed to respecting the privacy of our policyholders. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing a policy of title insurance.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing non public personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. In compliance with the GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of NNTC and its Underwriters.

OUR PRIVACY POLICIES AND PRACTICES

I. Information we collect and sources from which we collect it:

We do not collect any nonpublic personal information about you other than the following:

Information we receive from you or from your attorney or other representatives on applications or other forms;

Information about your transactions with us, our affiliates or our Underwriters.

In addition, we may collect other non public personal information about you from individuals and companies other than those proposed for coverage.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

II. Information we disclose to third parties:

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your permission to the following types of institutions for the reasons described:

To a third party such as a surveying, real estate tax research or municipal data firm if the disclosure will enable that party to perform a business, professional or insurance function for us;

To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;

To an insurance institution, agent, or credit reporting agency for either this Company or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you;

To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities;

To an actuarial or research organization for the purpose of conducting actuarial or research studies.

The disclosures described above are permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

III. Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from Northern Nevada Title Company: You should submit a request in writing Northern Nevada Title Company, 512 N. Division Street, Carson City, Nevada 89703. The request should include your name, address, policy number, telephone number, and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To obtain access to your information from the Underwriter: You should submit your written request including the specified information to the address stated above. The request should include the same information mentioned above for requests to NNTC. The request will be forwarded to the Underwriter which insured your transaction

To correct, amend, or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

IV. Our practices regarding information confidentiality and security:

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

v. Our policy regarding dispute resolution:

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

VI. Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interests, Northern Nevada Title Company, its Underwriters and their respective affiliates reserve the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be a successor in interest of Northern Nevada Title Company or the Underwriter with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.

PRELIMINARY REPORT

Northern Nevada Title Company
512 N. Division Street
Carson City, NV 89703-4103
(775)-883-7513 FAX (775)-887-5065

To: **Carson City Parks & Recreation**
Attn: **Juan Guzman**

Escrow No. **CC-1070257-TO**
Title No. **1070257**

Your No.

Property Address
None Available
Carson City, NV 89703

Assessor's Parcel Number
007-031-04 and 007-091-26

In response to the above referenced application for a policy of title insurance, Northern Nevada Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulation of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are available from the office which issued this report. Copies of the Policy forms should be read.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: **June 6, 2007** at 7:30 A.M.

Carey Rotoli, Title Officer

The form of policy of title insurance contemplated by this report is: **CLTA Owners**

The estate or interest in the land hereinafter described or referred to covered by this report is: **A fee**

Title to said estate or interest at the date hereof is vested in:

Emerson J. Wilson and Louise L. Wilson as Co-Trustees of the Emerson J. Wilson Family Trust

The land referred to in the report is situate in the State of Nevada, County of Carson City and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

NORTHERN NEVADA TITLE COMPANY
PRELIMINARY REPORT

Escrow No. CC-1070257-TO

At the date hereof exceptions to coverage, in addition to the exclusions contained in said policy form, would be as follows:

EXCEPTIONS FROM COVERAGE

The policy, with the exception of any ALTA Lenders policy, contemplated to be issued hereunder will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by public records.

PART II

- 1) Taxes for the year 2007-2008, including any secured personal property taxes and any special taxes, a lien, not yet due or payable.
- 2) The lien, if any, for taxes for improvements completed or in progress, but which were not shown on the tax bill for the current year.
- 3) Liens levied by the Carson City Water and Sewer District for water, sewer and storm water utilities, by reason that subject property is located within said district. To verify payments, delinquencies or liens, contact Carson City Utilities at (775) 887-2355 extension 1020.
- 4) Lack of ingress and/or egress to said land.
- 5) Any easement for water course over that portion which lies within the Creek as it formerly existed or now exists.

CREEK:

Hobart Creek

- 6) Any easement or claims of easement or rights of access based on prescription or by implied dedication to the public over said land or any part thereof, for access (or recreational purposes) to or upon Hobart Creek.
- 7) Any easement or claims of easement or rights of access based on prescription or by implied dedication to the public over said land or any part thereof, for access (or recreational purposes) to or upon the Hobart Creek.

.Continued...

NORTHERN NEVADA TITLE COMPANY
PRELIMINARY REPORT

Escrow No. CC-1070257-TO

At the date hereof exceptions to coverage, in addition to the exclusions contained in said policy form, would be as follows:

- 8) Such rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Hobart Creek.
- 9) Notes, easements and recitals as set forth on Record of Survey Map No. 858 herein referred. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.
- 10) Easement, shown or dedicated on Record of Survey Map No. 858 , together with the rights incidental thereto.

PURPOSE: Jeep Trial
AFFECTS: A Portion of said land

- 11) Rights of the public, county and/or city in that portion lying within the street as it now exists.

STREET NAME: Snow Valley Peak Road

- 12) Reservation(s) contained in Deed,

RESERVED BY: Central Pacific Railway Company, a Utah corporation
RECORDED: February 2, 1904
BOOK: 29, Deed Records of Carson City
PAGE: 489

AND RECORDED: July 25, 1903
BOOK: 24, Deed Records of Washoe County
PAGE: 91

SAID MATTER AFFECTS: That portion of said land lying within Section 9

- 13) The requirement that an executed Certification of Trust pursuant to NRS 164.400 et.seq. be submitted prior to the issuance of a Title Insurance Policy.
- 14) This Company reserves the right to amend this report, prior to the issuance of a Title Policy.
- 15) "Preliminary Reports" are furnished in connection with an application for title insurance and are offers to issue a title policy subject to the stated exceptions set forth in the report. The information contained herein, while deemed reliable, does not reflect the information that would be shown in an abstract of title, and no liability is assumed nor is any assurance given as to the accuracy of the vesting, legal description or items contained in or deleted from this report.

If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Continued...

**NORTHERN NEVADA TITLE COMPANY
PRELIMINARY REPORT**

Escrow No. CC-1070257-TO

At the date hereof exceptions to coverage, in addition to the exclusions contained in said policy form, would be as follows:

NOTE: As a matter of information, we report that taxes for the year 2006-2007, have been paid in full.

TOTAL AMOUNT: \$95.18
ASSESSORS PARCEL NO.: 007-031-04
SAID MATTER AFFECTS: That portion of said land lying within Section
17

TOTAL AMOUNT: \$493.42
ASSESSORS PARCEL NO.: 007-091-26
SAID MATTER AFFECTS: That portion of said land lying within Section 9

oOo

**NORTHERN NEVADA TITLE COMPANY
PRELIMINARY REPORT**

Escrow No. CC-1070257-TO

At the date hereof exceptions to coverage, in addition to the exclusions contained in said policy form, would be as follows:

**CC-1070257-TO
1070257**

EXHIBIT "A" ATTACHED TO PRELIMINARY TITLE REPORT DATED JUNE 6, 2007

EXHIBIT "A"

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

All that portion of the North $\frac{1}{2}$ of Section 9, and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 15 North, Range 19 East, M.D.B. & M., which was formerly lying within Washoe County, State of Nevada.

Reference is hereby made to that certain Record of Survey Map No. 858 for NEVADA DIVISION OF STATE PARKS, recorded in the office of the Carson City Recorder, State of Nevada, on December 29, 1980 in Book 4 of Maps, at Page 858, as File No. 1200, Official Records.

QUALIFICATIONS OF MARK WARREN, MAI

PROFESSIONAL AFFILIATIONS:

Member of the Appraisal Institute, MAI
 1998 President Reno-Carson-Tahoe Chapter of the Appraisal Institute

LICENSES:

Nevada Certified General Real Estate Appraiser #0093
 California Certified General Real Estate Appraiser #AG026185

BACKGROUND AND EXPERIENCE:

Warren & Schiffmacher, LLC, Principal	2005 to Present
Bureau of Land Management	2004
Warren & Schiffmacher, LLC, Principal	2002 to 2004
Wright, Warren & Schiffmacher, LLC, Principal	1997-2002
Independent Fee Appraiser, Reno, Nevada	1992-1997
Senior Appraiser, First Interstate Bank of Nevada, Reno, Nevada	1991-1992
Staff Appraiser, Western Farm Credit Bank, Alturas, California	1987-1991
Appraiser/Loan Officer, Intermountain Federal Land Bank Association/ Sierra Nevada Production Credit Association, Alturas, California	1983-1987
Appraiser/Loan Officer, USDA Farmers Home Administration, Arroyo Grande and Alturas, California	1979-1983
Peace Corps, Agriculture Program, Chile	1977-1979

FORMAL EDUCATION:

University of California, Davis B.S. Degree, Plant Science	1977
---	------

APPRAISAL EDUCATION:

Appraisal Institute	
Appraisal Litigation Practice & Courtroom Management	2003
Uniform Standards of Professional Appraisal Practice, 2003 Update	2003
Uniform Standards for Federal Land Acquisitions (The Yellow Book)	2002
Condemnation Appraising (Courses 710 and 720)	2001
Federal Land Acquisition	2000
Principles of Valuation (Course 110), Exam	1993
Valuation Procedures (Course 120), Exam	1994
Case Studies in Real Estate Valuation (Course 2-1)	1992

APPRAISAL EDUCATION (Continued)

Report Writing and Valuation Analysis (Course 540)	1994
Capitalization Theory & Techniques A & B (Courses 1B-A, 1B-B)	1991
Standards of Professional Appraisal Practice, Parts A & B	1991
Livestock Ranch Valuation	1986

American Society of Farm Managers and Rural Appraisers

Uniform Standards of Professional Appraisal Practice	1990
Appraiser Certification	1990
Advanced Rural Appraisal	1988
Principles of Rural Appraisal	1988
Report Writing	1987
Fundamentals of Rural Appraisal	1987

TYPES OF PROPERTY APPRAISED:

Industrial buildings	Automobile dealerships
Subdivisions	Irrigated farms
Development land	Livestock ranches
Offices	Orchards and vineyards
Shopping centers	Recreation land
Single family residences	Timberland
Apartments	Sawmills
Restaurants	Geothermal facilities
Auto service centers	Utility easements

REPRESENTATIVE APPRAISAL CLIENTS:

AMRESKO	Lassen County, California
Bank of America Nevada	Nations Bank
Bank of the West	Nevada Department of Transportation
Bureau of Land Management	Pegasus Gold Corporation
California Trout, Inc.	Plumas Bank
California Wildlife Conservation Board	Regional Transportation Commission
City of Carson City	Rocky Mountain Elk Foundation
City of Reno	Sierra County, California
Comstock Bank	Sierra Pacific Power Company
Conservation Fund	Siskon Gold Corporation
Douglas County, Nevada	Tahoe Donner Land Trust
Eastern Sierra Land Trust	The Nature Conservancy
First Chicago Bank	The Trust for Public Land
First Interstate Bank	Various individuals and trusts
First Western Savings Bank	Washoe County Water Authority
Gordon and Silver, Ltd.	Wells Fargo Bank
Hale, Lane, Peek, Dennison and Howard	Western Agricultural Finance
	Wildlife Conservation Board (CA)



3

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF FORESTRY

2478 Fairview Drive
Carson City, Nevada 89701
Phone (775) 684-2500 Fax (775) 684-2570

June 23, 2008

RE: Notice of Carson City Wilson Legacy- Legacy 001 Project Award

Juan Guzman- Open Space Manager
Carson City Park and Recreation
3303 Butti Way #9
Carson City, NV 89701

Dear Mr. Guzman;

Attached are the grant award forms for your Forest Legacy project. This is a cost share agreement with a 75/25 match. The sub-grant amount was based upon the estimated closings cost sent to Nevada Division of Forestry. Should the actual closing costs be higher than the awarded grant amount, an amendment and documentation for additional funding up to \$50,000 for a sub-grant total of \$500,000 for the Federal portion of this project will be required.

Please review your contact information on the Notice of Sub-Grant award, page one of the attached award paperwork, and make any needed corrections. Review, sign and date all pages where shaded in yellow, and return the **originals of both pages Notice of Grant Award page 1**, and one page each of the AD-1048 Debarment and Suspension form (page 5), the Certification Letter (page 6) and the Cultural Site review form.

Keep copies for your files and return these signed pages to me at:
John Watermolen-Legacy Coordinator
Nevada Division of Forestry
2478 Fairview Drive
Carson City NV 89701

This is not a final notice of approval, nor is it approval to start work on the project. Once I receive your signed grant award paperwork, NDF's State Forester and Fiscal staff will sign final

approval on the 'Notice of Sub-Grant Award'. The date of the State Forester's signature is the start date of the grant period. Purchases made before the start of your grant period are NOT eligible for reimbursement nor are any in-kind services eligible for match.

When this project is approved, you will receive a notice to proceed along with a reimbursement request form, example labor tracking sheets and an original of the final approved Notice of Sub-Grant Award. The grant expires December 31, 2008.

Please give me a call at 775-684-2530 anytime you have questions concerning this paperwork or the grant process.

Sincerely,

John Watermolen, Forestry Legacy Coordinator

cc: Rob Gregg, MAIII, Fiscal Management, NDF

The source of this award is pass-through funding from the USDA Forest Service through the Nevada Division of Forestry Legacy Program.

**NEVADA DIVISION OF FORESTRY
FOREST LEGACY Grant Program**

Federal Grant Title: Forest Legacy 07-DG-11046000-600
 P.L. 110-234, Cal. 24, Org. 40/50 Sub-Dir.
 Job#: 1067607 GI 8795

NOTICE OF SUB-GRANT AWARD

<p>Sub-grantee's Name and Payment Address: Carson City Park and Recreation 3303 Butti Way #9 Carson City, NV 89701</p> <p>Fed. Or state Tax ID (If there is no Tax ID # enter your Social Security Number): T80990941</p> <p>NOTE: All grantees must establish a vendor number before payment can be made. If a Vendor Registration form is enclosed, fill it out and submit (via mail or fax) to Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486-3856 if you have any questions on how to complete/submit the form.</p>	<p>Sub-grant Project Title and Number: LEGACY 001</p> <p>Wilson Property- Forest Legacy</p> <p>Amount of Sub-grant Award: \$ 450,000.00</p> <p>Effective Period: From _____ to December 31,2008 Effective Date: <u>date of last signature (State Forester)</u></p> <p>Final report & reimbursement request: Due no later than 45 days after project completion or date of expiration, whichever occurs first.</p>
<p>Primary Contact:</p> <p>Name: Juan Guzman Title: Open Space and Property Manager-Carson City Address: 3303 Butti Way #9 Telephone: (775) 887-2115 x 1004 Cell Phone: Fax: (775) 887-2145 E-mail: jguzman@ci.carson-city.nv.us</p>	<p>NDF Grant Program Administrator: John Watermolen, Forest Legacy Coordinator Nevada Division of Forestry 2478 Fairview Drive Carson City, NV 89701</p> <p>Office Phone: (775) 684-2530 Fax Number: (775) 684-2571</p>
<p>Scope of Work: Reimbursement for the Wilson Property to be purchased with Forest Legacy Funds. It is a 75/25 cost share agreement. The awarded amount was based on an estimate of closing costs provided by Carson City. Should the estimated cost be higher an amendment to the grant would be needed.</p>	

ASSURANCES

BY ACCEPTING THESE SUB-GRANT FUNDS SUB-GRANTEE AGREES TO:

- Accept responsibility for compliance with all local, state, and federal statutes, regulations, and requirements.
- Ensure proper planning, management and completion of the project described in the original application and *Notice of Sub-grant Award*. The grant application is hereby incorporated into this Notice of Sub-grant Award.
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.

The signature below indicates acceptance of this sub-grant award and all requirements associated with this funding.

Typed Name/Title of Sub-grantee Authorizing Official: _____ Date: _____
 Signature: _____

<p>Name/Title, Nevada Division of Forestry Grant Program Administrator: <u>John Watermolen- Stewardship Coordinator</u> Signature: _____ Date: _____</p>
<p>Name/Title, Nevada Division of Forestry Fiscal Officer: <u>Robert Gregg, MAIII</u> Signature: _____ Date: _____</p>
<p>Name/Title, Nevada Division of Forestry Administrator: <u>Pete Anderson, State Forester / Fire Warden</u> Signature: _____ Date: _____ (Grant Period Start Date)</p>

**Nevada Division of Forestry
LEGACY Approved Sub-grant Budget**

Sub-grant project title: _____ Sub-grant number: _____

Category	+	Sub-grant Award	+	Sub-grantee Match	=	Total
<u>Personnel/Labor</u>		\$		\$		\$
<u>Travel*</u>		\$		\$		\$
<u>Equipment</u>		\$		\$		\$
<u>Operating/Supplies</u>		\$		\$		\$
<u>Contractual (Sub-Contractor)</u> Grantee must supply NDF Grant/Fire Business Manager with one copy of each contract.		\$ 450,000.00		\$ 150,000.00		\$600,000.00
<u>Other (to include Training)</u>		\$		\$		\$
<u>In-Direct Charges</u>		\$		\$		\$
TOTAL		\$		\$		\$

* Any approved travel will be reimbursed at the current State of Nevada rates.

**NEVADA DIVISION OF FORESTRY
FINANCIAL ASSURANCES**

Sub-grant project title: Carson City-Wilson Legacy Sub-grant number: **LEGACY 001**

1. **Federal Requirements**

Sub-grantees must comply with the following: (All OMB circulars are available online at: <http://www.whitehouse.gov/omb/circulars/>)

Nonprofit Organizations Title 7 CFR, Part 3019

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations
- OMB Circular A-122 Cost Principles for Nonprofit Organizations
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

State and Local Governments, Indian Tribes Title 7 CFR, Part 3016

- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, and Indian Tribes
- OMB Circular A-87, Cost Principles for State and Local Governments and Indian Tribes
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Educational Institutions Title 7 CFR, Part 3019

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-21, Cost Principles for Educational Institutions
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. **Procurement**

All sub-grantees must comply with state purchasing policies and procedures. Sub-grantee must obtain bids for all applicable services in the Approved Sub-grant Budget. **Sub-grantee must make all bids and selection of vendors and sub-contractors available to NDF upon request for the effective period of the grant as well as the five year storage period.**

3. **Equipment Purchases**

For the purposes of this sub-grant, equipment per the federal rule means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of more than \$5,000 per unit. **Equipment purchases may not be allowable in all programs and must be pre-approved by the NDF grant program administrator.** Sub-grantees awarded equipment must follow all rules regarding use, management, and disposal as stated in the Code of Federal Regulations (7 CFR 3016.32 Equipment).

4. **Payment Methods**

All sub-grantees must establish a vendor number before payment can be made. All Requests for Reimbursement or Advance Forms must be submitted with an original signature, preferably in colored ink other than black, and on the approved form sent by the NDF grant program administrator. All project expenditures (grant share and matching share) must be in accordance with the Cost Principles, as identified above, and within the approved sub-grant budget categories as they appear on page 2 of 6 of this document. Grantee may expect payment within thirty (30) days after sufficient documentation is submitted to NDF. Payment is in the form of:

a. Reimbursement Requests

Reimbursement requests must be accompanied by documentation showing proof of payment (copy of invoice and check paying the invoice, voucher, or other proof of payment). Please note on each document whether it applies to the sub-grant share or the matching share. Final reimbursement request must be submitted to NDF no later than 45 days after expiration of the sub-grant.

b. Advance Payments

Advance payments are not allowable in all programs and must be pre-approved by the awarding NDF grant program administrator. Advance payments are based on estimated costs and cannot exceed the maximum amount needed for a 30-day period. **Sub-grantee must supply NDF with proof of purchase for any funds advanced within 30 days of receipt of advance, and any unexpended funds must be immediately refunded to the Nevada Division of Forestry.** Sub-grantee will then have an additional 30 days to supply NDF with proof of payment to the vendor/sub-contractor, for a total of 60 days from the receipt of advance to reconcile.

5. **Matching Share**

Documentation of matching share must be included with each advance reconciliation or reimbursement request. All items applied to matching share must be eligible, as identified in the Approved Sub-grant Budget and the applicable Cost Principles, listed above. Requirements for documentation of matching share are the same as the grant share, listed above.

a. Volunteer labor rates may be valued at the current rate on http://www.independentsector.org/programs/research/volunteer_time.html for skilled labor if there is no other justifiable rate to base pay on.

b. Volunteer equipment hours may be valued at the fair market value for the sub-grantees local area or at the current NRCS rates available at http://efotg.nrcs.usda.gov/efotg_locator.aspx?map=NV (click on your county, then on the + next to the sub-file labeled Section I, then on the + next to the cost data, and open the excel spreadsheet called LRF Practice Components Year).

6. **Audits**

Sub-grantees who expend over \$500,000 in federal funds in a year are required to comply with the Single Audit Act. Sub-grantees must send NDF a copy of any audit conducted in compliance with OMB Circular A-133 (<http://www.whitehouse.gov/omb/circulars/a133/a133.html>) within 60 days of completion of the audit. NDF will respond to the audit with 90 days. If applicable, it is the sub-grantees responsibility to ensure that NDF is a recipient of audit findings.

7. **Records Retention**

Sub-grantee must maintain records which adequately identify grant receipts and expenditures. **All records must be kept by sub-grantee for five years after the expiration of the sub-grant.** The books, records, documents and accounting procedures and practices of the sub-grantee relevant to this award shall be subject to inspection, examination and audit by the Grant Awarding Agency, the State of Nevada, the Nevada Division of Forestry, the Attorney General of Nevada, the State Legislative Auditor or any other designated agent.

**NEVADA DIVISION OF FORESTRY
PROGRAM ASSURANCES**

Sub-grant project title: Carson City-Wilson Legacy Sub-grant number: LEGACY 001

This sub-grant is awarded under the terms of Public Law 95-313, Cooperative Forestry Assistance Act of 1978, as amended, Section 9, and accepted for the purpose described in the enclosed narratives. This sub-grant agreement shall become effective when the "Notice of Sub-grant Award" is approved by the Nevada Division of Forestry (NDF) and signed by the State Forester. NDF retains the right to terminate this sub-grant for cause at any time before completion of the program when it has determined the sub-grantee has failed to comply with the conditions of this agreement.

Sub-grantee certifies that grant funds for this project shall not be used to substitute for existing state, Tribal, or local government budgets.

1. Sub-grant associated changes requiring prior approval from NDF

The sub-grantee shall neither assign, transfer, nor delegate any rights, obligations or duties under this "Notice of Sub-grant Award" without the prior written consent from the Nevada Division of Forestry. Sub-grantee must notify NDF program administrator in ample time to give proper approval or complete any necessary paperwork well before the grant expires or the change is set to occur. **If any of the conditions listed here within are being considered, notify the NDF grant administrator immediately:**

- Change to scope of work
- Change to budget
- Change in key contact
- Change in completion date of project

2. Printed Material

All printed material shall contain an Equal Opportunity Statement in compliance with Title IV of the Civil Rights Act of 1964 (P.L. 88-352). All printed material shall also contain a declaration of Federal and Nevada Division of Forestry assistance. Printed materials include but are not limited to: brochures, booklets, television segments, billboards, signs, videos, professional reports, and maps. Sub-grantee must supply NDF with two copies of all printed materials developed with funding in this sub-grant upon completion, termination or cancellation of this sub-grant.

3. Clearances and Permits

The sub-grantee is responsible for obtaining all necessary permits and clearances, and for completing all plans associated with this project. This includes but is not limited to archaeological reports and clearances, timber harvest permits, landowner permission, stream environment zone clearances, threatened and endangered species clearances. In applicable projects, it is also the sub-grantees responsibility to ensure property boundaries are clearly marked and all affected property owners have signed an agreement prior to the onset of work.

4. Project Maintenance

Sub-grantees agree to provide required maintenance as specified in the scope of work on page 1 of 6 of this document to sub-grant funded projects and equipment.

5. Cultural & Historic Properties

Per the Code of Federal Regulations- 36 CFR 800.13(b)(3) (<http://www.achp.gov/regs-rev04.pdf>): if buried or previously unidentified historic, pre-historic or Native American artifacts are discovered during project activities; the sub-grantee shall cease all work immediately and notify the Nevada Division of Forestry within 48 hours of discovery.

6. Reports Required

Required reports will be specified in the scope of work on page 1 of 6 of this document. All sub-grantees shall submit a final report within 45 days of expiration of this sub-grant. **Sub-grantees who have not submitted a final reimbursement request and final project report within the 45 day period or have not requested an extension to the expiration date at least 30 days prior to the original expiration may forfeit their sub-grant award and the ability to seek reimbursement from the Nevada Division of Forestry.**

7. Indemnification

To the fullest extent permitted by the law, the sub-grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Sub-grantee, its officers employees and agents.

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Carson City-Wilson Legacy- LEGACY 001

Organization Name

Sub-grant Project Title or Number

Name(s) and Title(s) of Sub-grantee Authorizing Official(s)

Signature(s)

Date

Form AD-1048 (1/92)

Certification of Sub-grantee Authorizing Official(s)

Sub-grant project title: Carson City-Wilson Legacy Sub-grant number: **LEGACY 001**

(1) AUTHORIZED SIGNATURE:

(a) _____
Typed Name of Sub-grant Authorizing Official

(b) _____
Signature of Sub-Grant Authorizing Official

(2) OTHER PERSONNEL AUTHORIZED WITH SIGNATURE AUTHORITY:
(Completion of this section is optional. This section is to be used if someone other than that in section (1) of this page is authorized to make changes to the sub-grant, or complete any grant functions as mentioned below.)

I, _____ (name from line 5) certify that in addition to myself, the following are representatives of the above named organization, and are authorized to sign the Request For Reimbursement or Advance Form, to submit the progress and/or final reports, and to request a change to the scope of work or approved budget.

(a) _____ (Signature of Organization Representative) _____ (Typed/Printed Name & Title)

(b) _____ (Signature of Organization Representative) _____ (Typed/Printed Name & Title)

(c) _____ (Signature of Organization Representative) _____ (Typed/Printed Name & Title)

MEMORANDUM

TO: Carson City Open Space Advisory Committee
 FROM: Juan F. Guzman, Open Space Manager
 SUBJECT: Financial Aspects of the Wilson Trust Transaction - Corrected Figures
 DATE: June 17, 2008

The following are the costs associated with the Wilson transaction:

Purchase Price:	\$585,000
Appraisal:	\$7,250
Appraisal Review:	Cost Donated by USFS & Legacy Program
Preliminary Title Report:	\$250
Estimated Escrow and Title Insurance:	\$910
Environmental Phase 1:	\$3,800
Surveyor:	\$2,000
Forestry Plan:	Donated by NDF
Total:	<u>\$599,210</u>

The total cost of the transaction is estimated at \$599,210. The Legacy Program award toward the purchase of this property will cover 75% of those expenses up to \$500,000. Therefore, 75% of \$599,210 equals \$449,407.50. The Open Space Program contribution toward this transaction equals \$149,802.50.

The present taxes on the parcels are \$110.19 for APN 7-031-04 and \$571.27 for APN 7-091-26. That tax revenue will no longer be available once the City purchase is completed.

I anticipate this transaction will be on the July 3, 2008, Board of Supervisors agenda.



USDA FOREST SERVICE Forest Legacy Program



Background. Authorized by Congress in 1990 and administered by the USDA Forest Service, the Forest Legacy Program helps preserve working forestlands and protect critical forest resources. The program provides funds to protect environmentally important forest areas that are threatened by conversion to development and other non-forest uses. Lands are protected through conservation easements and fee-simple purchase. To date, the Forest Legacy program has protected over one million acres of forestland.

Program Basics. The USDA Forest Service manages the program in partnership with States and Territories. Currently 45 States and Territories are active in the program with four more in the planning stages. To participate in the program, each State identifies a lead agency and develops an Assessment of Need (AON). The AON describes specific Forest Legacy Areas where the program will be focused, and outlines program goals and eligibility criteria that guide the selection of forest tracts.

Identification of Forest Legacy projects involves a two-step competitive process. First, States identify priority projects. The selection process differs per State but typically involves an application process and evaluation by the State Forest Stewardship Coordinating Committees. Second, States submit up to three priority projects to a national panel. The national panel evaluates the quality of each project and develops a ranked list of projects for inclusion in the President's Budget. Projects are identified by name and funding amount in the final appropriations bill.

Forest Legacy appropriations have grown steadily since the program's inception from \$5 million in FY 1992 to \$60 million in FY 2005. The average funding level is \$1.3 million per project, with the highest allowed amount being \$7 million. Projects can be phased over several years but have to compete for funds each year.

How to Apply for Program Funds. Contact your State lead agency (visit www.fs.fed.us/cooperativeforestry/programs/loa/flp for contact information).

Qualities of a Successful Forest Legacy Proposal.

1. Aligns with State program goals, and is located within a designated Forest Legacy Area.
2. Protects environmentally and economically important forests -- e.g. conserves watershed functions, protects important fish and wildlife habitat, produces sustainable forest products, or maintains outdoor recreation opportunities.
3. The project is strategic -- e.g. contributes to the conservation of large areas of unbroken forests, conserves watershed or river corridor forests, or complements existing protected lands.
4. The property is threatened by development.

RECEIVED

NOV 22 2005



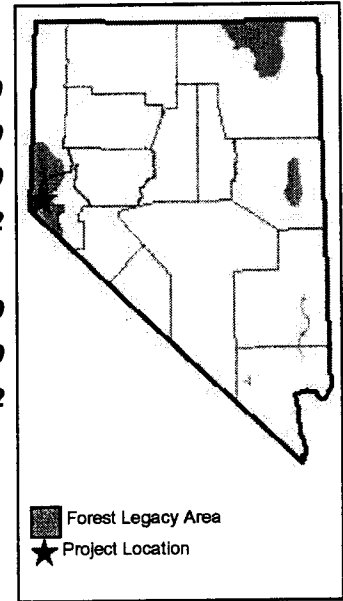
Forest Legacy Project

CARSON CITY PARKS DEPT

Ash Canyon Gateway, Carson City (Carson City County), Nevada

FUNDING HISTORY

Forest Legacy Program FY 2007 Funding	\$ 500,000
FY 2007 Non-Federal Cost Share	\$ 172,000
FY 2007 Project Costs	\$ 672,000
FY 2007 Project Acres	112
Forest Legacy Funding to Date	\$ 0
Total Project Costs	\$ 672,000
Total Project Acres	112



Tract Name	Size (acres)	Tract Cost	FLP Funding	Non-Fed Cost Share	Status
Ash Canyon Gateway	112	\$ 672,000	\$ 500,000	\$ 172,000	Proposed 2007
Total	112	\$ 672,000	\$ 500,000	\$ 172,000	

General Description – Nevada's first Legacy project. A cooperative project between Carson City and Nevada Division of Forestry. The property is located in the High Sierra Nevada Mountains. This mixed conifer post-Comstock forest lies within the 8,000 to 8,500 foot elevation of the Carson Range. This mixed forest is only found in Nevada along a short length of approximately 100 miles extending from northwestern Washoe County to northwestern Douglas County. Purchase of this property will allow another public access to Nevada Lake Tahoe State Park and the Hobart and Marlette Reservoirs. This acquisition has been strategically coordinated with other property in the Carson Front and has been designated as priority by Carson City's Open Space Plan.

PROJECT FEATURES

Important:

- a. The property lies within the Carson City Watershed which supplies culinary water to Carson City and Historic Virginia City.
- b. The City, formally Ormsby County, Risk/Hazard Assessment under the Community Wildfire Protection Plan (CWPP) rating is extreme. Fire history along the Carson front displays the importance of protection in these Wildland Urban Interfaces (WUI).
- c. The project area is located in critical habitat for goshawk (S), spotted owl (T), and other protected species including Mountain Beaver, Western Gray Squirrel, Douglas Squirrel, and the Northern Flying Squirrel.

- d. The area is key critical winter range for mule deer. Other species that frequent the area are black bear, mountain lion, and bobcat. Game birds found on the property are wild turkey, California quail, mountain quail.
- e. The Carson Range harbors the highest species richness of any mountains in Nevada. More than 70 species of mammals, 179 species of local and neo-tropical birds, and 21 species of reptiles and amphibians have been recorded in the area.
- f. Gain public access to Lake Tahoe recreation areas. At present, this access is designed and would be further restricted to a small group of property owners if property subdivided.
- g. The parcel is within view of Carson City. The City considers this viewshed critical.

Threatened:

- a. The project borders the city's urban growth. Parcels within the forest are sought for development. The Sierra Front, is under heavy development pressure due to a rapidly expanding urban area.
- b. The property is for sale at the present time. Owner willing to hold off selling if City is able to purchase.
- c. If the property were to be subdivided or sold, new owners (as with current owners) of the land wishing to enjoy privacy call for maintained access up to the boundary and then prevent further access into the public land.
- d. City is currently maintaining the Ash Canon road to the edge of the project. When property comes under ownership of Carson City, the City will be able to provide parking and access to recreation areas adjacent and beyond property.
- e. Wildland Urban Interface (WUI) is a major threat along the Carson Front. Residents as well as 2nd homes are being built at a rapid rate into the forested lands.

Strategic:

- a. The project serves as the gateway into the back country of the Lake Tahoe State Park, including the headwaters of Ash Canyon. It is adjacent on the north and west sides to the Park.
- b. This project is one component of the Open Space Master Plan calling for strategic acquisitions of property in the Carson Range.
- c. Ash Canyon is historic. Its context is tied to the Comstock era, as well as a route to provide access into high meadows used by a shepherd, the father of Senator Paul Laxalt. The family owns an historic cabin just west and north of the property.
- d. In partnership with the BLM and FS, American Land Conservancy has preserved over 70,000 acres in Nevada with many of these acres in the Sierra Nevada Range.
- f. The Open Space Program recently committed \$25,000 to improve Ash Canyon road up through this site in order to facilitate access.

Ready:

- Appraisal to completed by January 30, 2006.
- Match identified. The City Open is willing to hold title and provide the required matching funding for the acquisition to be held and managed in perpetuity.

- This property will be included in the existing management plan of the City as it pertains to other City owned property on the forested Carson Front.
- Supporting parties include: Carson City Board of Supervisors, Humboldt-Toiyabe National Forest Supervisor and U. S. Senator Harry Reid

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