City of Carson City Agenda Report



Date Submitted: April 6, 2010

Agenda Date Requested: April 15, 2010
Time Requested: 5 minutes

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to approve an agreement for the acquisition of the Jarrard Ranch, approximating 368.78 acres located at Carson River Road, for an estimated total cost of \$3.72 million. (Juan F. Guzman)

Staff Summary: As a compliment to the previous acquisition of the Andersen Ranch in 2007, staff is very pleased to inform the Board that the Jarrard Trust has verbally and tentatively agreed to accept an offer to sell the remainder of the "Buzzy's Ranch" to the Carson City Open Space Program for the sum of \$3.7 million, which is the appraised value, excluding water rights. This purchase has been recommended by the Carson River Advisory Committee and the Open Space Advisory Committee. It is a high priority of the Open Space Master Plan. This acquisition advances the provisions of the Carson River Master Plan and the Carson River Vision adopted through the charrette process.

Type of Action Requested: (check one)			
() Resolution	() Ordinance		
$(\underline{\mathbf{X}})$ Formal Action/Motion	() Other (Spec	ify)	
Does This Action Require A Business Im	pact Statement:	() Yes	(<u>X</u>) No

Recommended Board Action: I move to approve an agreement for the acquisition of the Jarrard Ranch, approximating 368.78 acres located at Carson River Road, for an estimated total cost of \$3.72 million.

Explanation for Recommended Board Action: The appraisal for the property was conducted by Mr. Lyn Norberg, M.A.I., and dated March 16, 2010. This property is affected by primary flood zone as well as the designated floodway for the Carson River. The highest and best use as defined in the appraisal report consists of 40-acre ranchettes. The irrigated pasture also contains riparian corridors and flood plain zones so the land is very well-suited for open space acquisition. This ranch has been a very high priority for acquisition along the Carson River and will link Riverview Park and Carson River Park as well as the Andersen Open Space with the river. It is also centrally situated in relation to the lands to be transferred to Carson City for open space as part of the Federal Lands Bill as illustrated in the attached map.

The State of Nevada conservation bonds Question-1 Program has awarded 75% of the approximate total cost of this acquisition. The amount awarded is estimated at \$2,793,000 with a Carson City match of \$931,048 for a total of \$3,724,000. The purchase agreement is based on the template used in the past by Carson City. Clauses include final approval by the Board of Supervisors, sufficient time for the review of the title work by the office of the District Attorney, and an advance on the Question-1 funding.

This property also contains wetlands. Staff will coordinate with the sale of water rights to ascertain that the land is irrigated as long as the water rights are available. The sale of the water rights by the owners will be coordinated in order to ensure that there is effluent available at the site for irrigation in a timely fashion. The Public Works Department has been studying alternatives to provide for the irrigation of Silver Saddle, Andersen, and the Jarrard ranches.

On June 6, 2007, the Carson River Advisory Committee moved to recommend to the Board of Supervisors and the Open Space Advisory Committee the purchase of this ranch subject to the condition that arrangements be conducted to provide for irrigation of the land. On April 2, 2010, the Open Space Advisory Committee voted to recommend approval of the purchase, with Chairman Hartman abstaining due to business conflicts.

Applicable Statute, Code, Policy, Rule or Regulation:

Chapter 13.06 of the Carson City Municipal Code / Nevada Revised Statutes 244.275

Fiscal Impact: Approximately \$2.79 million from Question-1 / Approximately \$931,048 from Carson City Open Space. There will be a loss to the General Fund ad valorem tax as described in the attached email from the Assessor.

Explanation of Impact: The value of the property was determined by Lyn Norberg, an M.A.I. licensed appraiser.

Funding Source:

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- 1) Question-1 State of Nevada Conservation Grants Land and Water Program
- 2) Question-18 Open Space Acquisitions with a present balance of \$3.3 million

Alternatives:

- 1) Suggest changes to the Purchase Agreement
- 2) Not to approve the purchase

Supporting Ma	aterial: Appraisal / Purchase Agreement / Assessor's	email
Prepared By:	Juan F. Guzman Open Space Manager	Date: 4, 7,10
Reviewed By:	Røger Moellendorf, Parks & Recreation Director	Date: 4/7/10
	Larry Werner, City Manager	Date: 4 6 120
	District Attorney's Office	Date: 417110
	Finance Department	Date: 4,6,10
Board Action T	aken:	
Motion:	1:	Aye/Nay
	2:	
(Vote Re	corded By)	

A SELF-CONTAINED APPRAISAL REPORT ADDRESSING:

THE JARRARD RANCH (WEST SIDE)
368.78 ACRES OF RANCHLAND
LOCATED AT 4900 CARSON RIVER ROAD
IN CARSON CITY, NEVADA
(CC-CONTRACT #0910-142)

CURRENTLY VESTED IN: THE JIMMIE PETE JARRARD CHILDREN'S TRUST & KAE JARRARD TRUST (JAMES JARRARD, TRUSTEE)

FOR THE PURPOSE OF PROVIDING AN OPINION OF MARKET VALUE

AS OF MARCH 16, 2010

Prepared By:

LYN C. NORBERG, MAI 1761 EAST COLLEGE PARKWAY, SUITE 111 CARSON CITY, NEVADA 89706

> Prepared On: MARCH 20, 2010

Prepared For: MR. JUAN GUZMAN CARSON CITY OPEN SPACE MANAGER



LYN C. NORBERG, MAI

APPRAISER/CONSULTANT

1761 EAST COLLEGE PARKWAY, SUITE 111 CARSON CITY, NEVADA 89706 TELEPHONE 775-883-6655 FAXCIMILE 775-883-8594

March 20, 2010

Mr. Juan Guzman, Open Space Manager Carson City Parks & Recreation Department 3303 Butti Way, Building #9 Carson City, NV 89701

RE: An Appraisal Report Addressing A 368.78-Acre Portion of the Jarrard Ranch (West Side Lands), Located at 4900 Carson River Road, in Carson City, Nevada

Dear Mr. Guzman:

As per your request and authorization I have completed an inspection and analysis of the above-referenced property, which is more specifically identified in the following report.

The purpose of my study was to develop an opinion of market value for a fee estate in a 368.78-acre portion of the Jarrard Ranch, exclusive of any appurtenant water rights. The subject property is located to the west of the Carson River in southeast Carson City and currently consists of three adjacent legal tracts that are vested in Jimmie Pete Jarrard Children's Trust and the Kae Jarrard Trust.

The following report presents a review of all pertinent data analyzed and supporting descriptive material utilized in developing the opinion of market value. Based on the examination and study made, and an effective date of value of March 16, 2010 (the date of the most recent inspection), I have developed the following opinion as to the market value of the subject property exclusive of water rights:

THREE MILLION SEVEN HUNDRED DOLLARS (\$3,700,000)

Your attention is now directed to the body of the report for a more detailed description of the property, the property rights appraised, and the data I relied upon in developing the opinion of value.

Sincerely,

ORBERG, MA

LCN:vld 10-02/Jarrard Property

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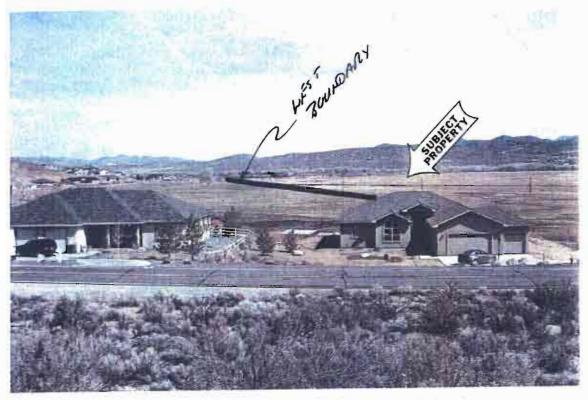
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ADDENDA

Exhibit "A" – Title Report (dated)
Exhibit "B" – Zoning Information
Exhibit "C" – Flood Zone Information
Exhibit "D" – Soils Description
Exhibit "E" – Water Right Data (for information only)
Exhibit "F" – Comparable Sales
Exhibit "G" – Ranchette Sales



Looking east down Carson River Road towards the ranchyard.



Looking northwestly over the northerly portion of the subject



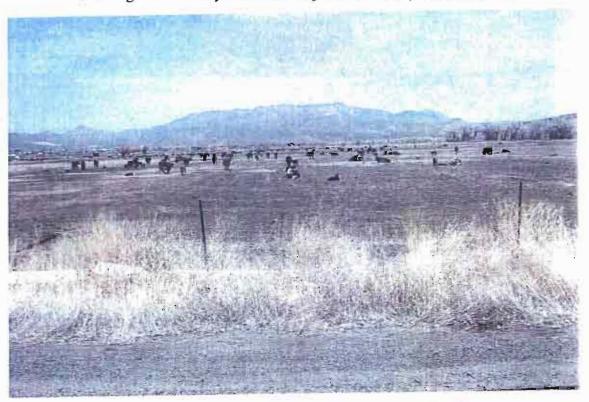
Lloyds bridge is off the southeast corner of the subject.



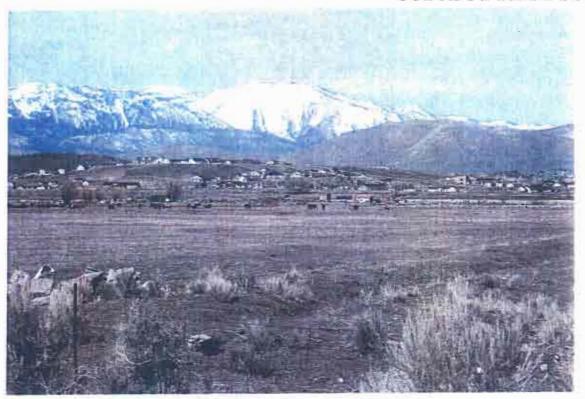
Deteriorating dwelling in the ranchyard.



Looking southeasterly across the subject from Buzzy's Ranch Road.



Looking north at the subject from Carson River Road.



From the southeast corner of the subject looking to the northwest.



The Carson River forms the east boundary of the subject, (looking north).

SUMMARY OF FACTS, FINDINGS AND OPINIONS

PROPERTY LOCATION

North side of Carson River Road and west of the Carson River in southeast Carson City.

STREET ADDRESS

4900 Carson River Road.

JURISDICTIONAL AUTHORITIES

Carson City, Nevada (a consolidated municipality).

GROSS LAND AREA

368.78 Acres.

HIGHEST AND BEST USE

Residential Subdivision Holding Acreage (Principally Low-Density).

MARKET VALUE OPINION (EXCLUDING WATER RIGHTS)

\$3,700,000.

EFFECTIVE DATE OF VALUE

March 16, 2010.

SUMMARY OF FACTS, DISCLOSURES, AND DEFINITIONS

REAL ESTATE APPRAISED

Refer to Addenda Exhibit "A" for legal descriptions of the property appraised (the subject includes only the lands on the west side of the Carson River as referenced in this description).

REAL PROPERTY INTEREST APPRAISED

Fee estate, subject to matters of title as outlined in the preliminary title report furnished in Addenda Exhibit "A". The appraised estate excludes all appurtenant water rights and any matters of title that have become of record since the title report was prepared.

CLIENT

Carson City.

PURPOSE OF THE APPRAISAL

To develop an opinion of market value.

INTENDED USE OF THE APPRAISAL

To be used in conjunction with a potential purchase of the subject property by Carson City (Open Space Committee). As proposed this would be a voluntary acquisition (i.e., there is no threat of condemnation).

INTENDED USERS OF THE APPRAISAL REPORT

Carson City (various departments).

EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

None.

TYPE OF APPRAISAL REPORT

Self-Contained.

EFFECTIVE DATE OF VALUE

March 16, 2010 (a date corresponding with the appraiser's most recent inspection).

EFFECTIVE DATE OF REPORT

March 20, 2010, a date coinciding with the completion of the appraiser's investigation and the final preparation of this report.

DATE OF INSPECTIONS

The subject was originally inspected by the appraiser on November 2, 2006, in the company of James Jarrard (trustee) and Mickey Anderson (tenant). The property was most recently reinspected by the appraiser on March 16, 2010.

DEFINITION OF MARKET VALUE¹

Market value is defined as the most probable price which a property should bring in a competitive and open market, under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated;

¹ Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].

- 2) Both parties are well informed or well advised, and acting in what they consider their best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs that are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institution lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar-for-dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

DEFINITION OF FEE SIMPLE ESTATE

Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.²

² The Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th ed., Chicago: The Appraisal Institute 2002, p. 113.

DEFINITION OF WATER RIGHT

A right to a definite or conditional flow or quantity of water, usually for use at stated times and in stated quantities, e.g., for irrigation or for hydroelectric power development; may be a right acquired by prescription, e.g., arising from the open, notorious, and undisputed use of water for the statutory term of years; a right acquired by appropriation, e.g., a grant from an agency of government with the right to distribute the unappropriated surplus waters of the state; or a riparian right under the common law doctrine of riparian ownership of waters that wash land.

LIMITING CONDITIONS

In acceptance of this appraisal assignment and completion of the appraisal report submitted herewith, it has been assumed by the appraiser:

- 1. That the title to the property is marketable.
- That no responsibility is assumed for matters which are legal in nature, and for the
 purpose of this appraisal report, it is assumed that the title is clear, merchantable,
 and unencumbered.
- 3. That the legal description, as given, is correct.
- 4. That those opinions, estimates, data, and statistics furnished by others in the course of investigation are correct.
- 5. That no survey was made, and the sketches in this report are for illustration only.
- That no right to expert testimony is included without prior arrangements and proper compensation.

- 7. Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute and those of the State of Nevada. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which he is connected, or any reference to the Appraisal Institute or the MAI designation) shall be disseminated to the public through advertising media, public relations, and/or news.
- 8. That information obtained for use in this appraisal is believed to be true and correct to the best of the appraiser's ability; however, no responsibility is assumed for errors or omissions nor for other information not disclosed which might otherwise affect the value estimate.
- 9. That the estimates of value presented in this report are based on the market evidence, economic conditions, and trends existing at the date of appraisal and are valid only on the effective date stated in this report.
- 10. That values in this appraisal are based upon the property having no environmental contamination or having any sources of environmental contamination. If contamination or contaminates are found, the values in this appraisal are subject to change.
- 11. That this appraisal addresses only the surface estate in the subject property. The status of the mineral estate is not known, nor does it appear to be an issue relative to value in the market under study.
- 12. That all references to density provided in this report are based on land area estimates calculated by the appraiser. The appraiser will modify the report if figures developed by Carson City or a professional engineer are provided at a later date.

SALES/LISTING HISTORY

There have been no arm's-length sales of the subject property nor any portion thereof for ten years or more. Current vesting is the result of interfamily transfers, although 40 acres was acquired in 1999 via a purchase between related parties. As this sale was not an arm's-length transaction it was not investigated in detail.

Reportedly the owners received an unsolicited offer to purchase the subject in 2006. This offer was submitted by the Tanamera Development group, and evidently involved a number of contingencies. The appraiser was not furnished a copy of the offer, but was informed of the general nature of the proposal. The offer was based on achieving approvals for a project that would accommodate the development of some ±500 residential units (or more), a figure that was beyond the allowable density under zoning or the Master Plan at the time. The offer tendered by Tanamera included the subject, an adjacent ±86-acre holding owned by the Anderson family to the west, and another ±25 acres east of the river. The appraiser was not granted authorization to reference the price, but given the contingencies the same is not germane relative to the current value of the subject regardless.

APPRAISAL HISTORY

The subject property (and additional land east of the river) was previously appraised by Lyn C. Norberg in a report dated March 25, 2007, that utilized an effective date of value of March 6, 2007.

SCOPE OF WORK

The appraiser was retained in March of 2010 to conduct an appraisal of the property that is described in this report. The appraiser's client is Carson City, and the initial request was submitted through Mr. Juan Guzman, Open Space Manager. The subject was originally inspected by the appraiser in November of 2006 in the company of James Jarrard (owner)

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and Mickey Anderson (livestock tenant and neighboring landowner) in conjunction with an earlier assignment. The appraiser's search for comparable market evidence relative to this appraisal was commenced in the early winter of 2010. The Sales Comparison Approach was deemed the only practical manner in which to address this appraisal problem, with the Cost and Income Capitalization Approaches excluded for reasons that are brought forth later.

Following the most recent inspection of the property and investigation into the market this report was written to document the appraiser's findings and opinions. The photographs provided in this report were taken on March 16, 2010.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ______, 2010, by and between JAMES JARRARD, TRUSTEE OF THE JIMMIE PETE JARRARD CHILDREN'S TRUST and TRUSTEE OF THE KAE JARRARD TRUST (collectively "SELLER"), and CARSON CITY, a consolidated municipality of the State of Nevada by and through its Board of Supervisors, of 201 North Carson Street, Suite 2, Carson City, Nevada 89701 ("BUYER"). SELLER and BUYER are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

- A. SELLER is the fee simple owner of all that land and real property lying and situated in Carson City, Nevada, more particularly described as Parcel A, B and C in Exhibit "A" attached hereto and incorporated herein by this reference (herein sometimes referred to as "Property") and SELLER desires to sell and BUYER desires to acquire the Property. It is understood that this Purchase Agreement includes three (3) specific parcels of real property comprising approximately 368.78 acres designated as APNs 010-071-26, 010-071-27 and 010-021-47. The water rights appurtenant to the Property are to be reserved by SELLER and are not included in this transaction.
- B. BUYER desires to acquire the Property to preserve open space and for other purposes as set forth in Carson City Municipal Code Chapter 13.06.
- C. The Property is uniquely located in the Carson River corridor, running adjacent to the Carson River and consisting of floodway with pastures, wetlands, river front and view scapes, and has other qualities which make it very desirable to preserve as open space.
- D. The Property possesses development potential which, if permitted, would frustrate BUYER's desire to preserve the open space qualities of the Property.
- E. SELLER is retaining the ownership of the surface water rights from the Carson River which are appurtenant to the Property and which have been historically used to irrigate the Property for crops, pasture, stockwater and other agricultural purposes.
- F. SELLER intends to sell the water rights appurtenant to the Property at some date after closing of the sale to BUYER. SELLER desires to protect its ownership of the water rights from termination through forfeiture, abandonment, or any other involuntary divestment arising out of non-use of the water.
- G. BUYER does not possess sufficient sources of water, or currently have the staff and means, to manage, maintain, and irrigate the crops, pastures and wetlands on the Property in their current condition.
- H. Should SELLER so elect, it is for the mutual benefit and in the best interest of BUYER and SELLER that, after BUYER's purchase of the Property, SELLER continue to irrigate the Property with SELLER's water, and to manage and conduct agricultural activities on the Property, directly or through a third-party lease, for so long as SELLER shall own water rights, and for a transition period thereafter.

- I. SELLER has been in the process of seeking a permit from BUYER to demolish the residence currently located on the Property. SELLER is currently suspending its efforts to obtain said permit pending the outcome of this Agreement.
- J. The Parties desire and intent by this Agreement to memorialize their agreements by this writing.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereby agree as follows:

- 1. REPRESENTATIONS AND WARRANTIES: NO PERSON IS AUTHORIZED TO MAKE, AND BY EXECUTION THEREOF BUYER ACKNOWLEDGED THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, GUARANTY OR PROMISE EXCEPT AS SET FORTH HEREIN; AND NO AGREEMENT, STATEMENT, REPRESENTATION OR PROMISE MADE BY ANY SUCH PERSON WHICH IS NOT CONTAINED HEREIN SHALL BE VALID OR BINDING ON SELLER. THE ONLY REPRESENTATIONS OR WARRANTIES OUTSTANDING WITH RESPECT TO THE SUBJECT MATTER OF THIS TRANSACTION, EITHER EXPRESSED OR IMPLIED BY LAW, ARE SET FORTH HEREIN, AND BUYER EXPRESSLY WAIVES THE RIGHT TO ANY WARRANTY IMPLIED BY LAW. THE PARTIES ACKNOWLEDGE THAT BUYER AND SELLER HAVE MADE THE SUBJECT PROPERTY AVAILABLE FOR THE OTHER'S INDEPENDENT INSPECTION.
- 2. <u>PURCHASE AND SALE OF PROPERTY</u>: SELLER agrees to convey the Property, together with all rights (excluding water rights), title, and interest in accordance with the terms of this Agreement the following which shall comprise of the sale contemplated in this Agreement:
 - a. All of the real property lying and situate in Carson City, Nevada, consisting of 368.78 acres, more or less, and described in Exhibit "A."
 - b. Any and all licenses, encroachment permits, ways, easements of whatever type or kind, together with all mineral rights, oil rights, gas rights, geothermal rights, sands and gravels which are appurtenant to or associated in any way with the Property which are owned by SELLER.
 - The foregoing listed elements of the Property in this Paragraph 2 are hereinafter collectively referred to as the "Property."
 - 3. <u>PURCHASE PRICE</u>: The purchase price for the above described Property shall be Three Million Seven Hundred Thousand and No/100 Dollars (\$3,700,000.00), which shall be paid by BUYER to SELLER in accordance with the terms of this Agreement.
 - 4. <u>ESCROW</u>, <u>CONVEYANCE AND TITLE INSURANCE</u>: Escrow shall be with Northern Nevada Title Company ("Escrow Holder"), which is located at 307 West Winnie Lane, Carson City, Nevada 89703.

- a. Escrow shall open as of the date upon which Escrow Holder has received a fully signed original, or counterpart originals, of this Agreement, accompanied by the sums and documents required herein. The date all such items have been delivered to Escrow Holder shall be referred to herein as the "Opening of Escrow" and reported by letter to the Parties by Escrow Holder, and the date escrow actually closes and the deed is recorded shall be referred to as "Close of Escrow." Escrow Holder is hereby authorized and instructed to act in accordance with the provisions of this Agreement, which Agreement, together with Escrow Holder's standard escrow instructions, shall constitute Escrow Holder's escrow instructions. As between the Parties, if there is a conflict between Escrow Holder's standard instructions and this Agreement, this Agreement will control.
- b. Ad valorem property taxes for the current fiscal year shall be prorated as of the Close of Escrow.
- c. All assessments, and/or special taxes, including the full principal amount of all bonded indebtedness encumbering the Property, if any, shall be prorated to the Close of Escrow. To the extent such amounts can be identified or reasonably estimated by Escrow Holder they shall be accordingly paid (or reserved for payment) at Close of Escrow.
- d. SELLER, at BUYERS's expense, shall furnish BUYER with a C.L.T.A. owner's policy of title insurance in the full amount of the purchase price issued by NORTHERN NEVADA TITLE COMPANY OF CARSON CITY, subject only to those exceptions disclosed herein or otherwise not objected to by BUYER or the preliminary title report.
- e. SELLER shall pay the escrow fee and any and all other corresponding fees, including recording fees, document preparation fees, real property transfer taxes and similar costs not specifically allocated in this Agreement.
- f. In accordance with Nevada Revised Statutes (NRS) 361.060 and NRS 361A.265, SELLER shall have no liability for deferred taxes, interest, or penalties, arising out of any conversion of the Property from agricultural uses to open space or any higher use.
- g. Title to the Property shall be conveyed by Grant, Bargain and Sale Deed AND MUST CONTAIN THE FOLLOWING LANGUAGE: "This land was purchased with Quality of Life Sales and Use Tax and is subject to the provisions of the Carson City Municipal Code Section 13.06."
- h. The Grant, Bargain and Sale Deed for the Property MUST CONTAIN LANGUAGE reserving to the Grantor all water rights appurtenant to the Property.

5. <u>PAYMENT OF PURCHASE PRICE</u>: The Purchase Price for the Property described in Paragraph 3 above and detailed on the Exhibits hereto shall upon satisfaction of the conditions set forth in Paragraph 6 be paid by BUYER to Escrow Holder for SELLER as follows:

The sum of Three Million Seven Hundred Thousand and No/100 Dollars (\$3,700,000.00) shall be paid into Escrow on or before the date set for the Close of Escrow, which is thirty-five (35) days from the Open of Escrow.

- 6. <u>BUYER'S CONDITIONS ON CLOSE OF ESCROW</u>: Close of Escrow shall be subject to the following conditions: SELLER and BUYER shall diligently attempt to achieve the satisfaction of these conditions without undue delay. If any of these conditions cannot be met, then, unless waived by BUYER, Escrow Holder, upon receipt of notification from BUYER or from SELLER that it cannot or will not be able to satisfy a condition, shall immediately cancel the escrow and return the respective documents to SELLER and BUYER, and each party shall be responsible for one-half (½) of the escrow costs incurred, and thereafter neither Party shall have any further obligation, rights, or liability under this Agreement.
 - Except as otherwise approved by BUYER, title to the Property shall be a. conveyed to BUYER free of liens and encumbrances. SELLER shall, at its expense, furnish BUYER with a preliminary title report and, upon request, copies of all recorded exceptions to title referred to therein within five (5) days after Opening of Escrow. Within ten (10) days of receipt of: (i) the preliminary title report and all documents referred to in it; or (ii) any supplemental or amendatory report and the documents referred to as exceptions thereto, BUYER shall give SELLER notice specifying those matters which are unacceptable conditions of title. Said preliminary title report as supplemented and/or amended in hereinafter referred to as the "Title Report." All exceptions in the Title Report not specifically disapproved by BUYER within ten (10) days after receipt of the initial submittal and/or, as applicable, supplementary or amendatory materials by BUYER, shall be deemed to have been approved. SELLER shall remove such objectionable items within fifteen (15) days thereafter, but in any event prior to the Close of Escrow and if SELLER fails to remove such objectionable items within said period, and/or if the Title Policy will not be issued in the exact form approved by BUYER, SELLER shall notify BUYER in writing of such fact, and BUYER shall have the election to be exercised in writing within five (5) days after delivery to BUYER of such notice of SELLER of either:
 - Terminating this Agreement, in which even Escrow Holder shall return the documents deposited herein to the Party depositing same; or
 - 2. Accepting the Property subject to the objectionable items.
 - b. To the extent that the same exists, SELLER shall furnish BUYER with any and all land surveys, engineering information, environmental assessments,

planning or zoning information of the Property in SELLER's possession, within fifteen (15) days after Opening of Escrow. Should BUYER fail to close escrow for whatever reason, BUYER shall promptly return all such land surveys, engineering information, environmental assessments, planning or zoning information or other evaluations of the Property to SELLER and treat as confidential all information contained therein.

- c. BUYER has received a grant award from the State of Nevada Conservation Funds Q1 for approximately seventy-five percent (75%) of the Purchase Price. The Carson City Quality of Life Initiative Open Space funds will be used by BUYER for the remaining approximately twenty-five percent (25%) of the Purchase Price.
- BUYER shall perform and approve, at its sole cost and expense, a Phase I Site Assessment.
- e. This Agreement shall be approved by the Carson City Board of Supervisors.

In the event that any of the conditions to close are not met within the time frames set forth herein the SELLER or the BUYER may cancel and terminate this Agreement. In such event, this Agreement shall become null and void and the parties shall be returned to their original pre-Agreement condition. The Parties will be released from any further obligation to each other and neither will be liable to the other for costs of partial performance or failure to perform. BUYER shall be entitled to the return of all monies paid by it to the Escrow less the reasonable charges incurred by the Escrow Agent.

7. <u>SELLER'S REPRESENTATIONS, COVENANTS, WARRANTIES AND</u> OBLIGATIONS:

- a. SELLER represents to BUYER that to the best knowledge of SELLER, the title to be conveyed to BUYER will not be encumbered by any easements, persons in possession, government patents or other rights, other than those items disclosed herein, on the Title Report or which would be disclosed by a physical inspection of the Property. To the best knowledge of SELLER, there is no hazardous, toxic or radioactive material on the Property. SELLER agrees BUYER and/or its agents may make all disclosures and file all reports which, may be required by law with respect to discovery of any hazardous, toxic or radioactive materials on the Property as a result of such investigations and hereby releases and holds BUYER harmless with respect to liability arising out of such disclosure.
- b. SELLER warrants there are no threatened or pending condemnation proceedings against or affecting any part of the Property.

- c. SELLER shall not commit knowingly or suffer to be committed any waste in or upon the Property. Waste shall include, but not be limited to, any injury to the Property which renders it in a condition materially different from its condition at the date of this Agreement.
- d. To the best knowledge of SELLER, SELLER has complied, and the Property is in compliance, with all laws relating to the storage, use and disposal of hazardous toxic or radioactive (collectively, "Toxic Materials").
- e. To the best knowledge of SELLER, the execution and consummation of this Agreement pursuant to its terms will not result in a material breach of, contravene any provisions of, violate, or constitute a default under any articles of incorporation, charter, bylaw, mortgage, contract agreement to which SELLER is subject.
- f. From the date of this Agreement to the Close of Escrow, the SELLER will continue to provide BUYER full access to all of the Property and information relating to the historical use and operation of the Property.
- g. SELLER is presently a party to a Grazing Lease and a Crop Sharing Agreement with Michael Anderson, applicable to the Property. The Grazing Lease and the Crop Sharing Agreement are both dated February 5, 2009, and run through January 31, 2012. Under SELLER's Reservation of Use of Property set forth in Section 9 hereinbelow, SELLER shall continue this arrangement after Closing.
- 8. <u>POSSESSION</u>: Possession of the Property, to the extent set forth herein, shall be given to the BUYER at Close of Escrow, but during the term of this Agreement BUYER and its agents may enter upon the Property for the purpose of performing environmental or engineering, surveying or soil testing. BUYER agrees to pay, defend, indemnify and hold SELLER harmless from all liability, claims, costs and expense, except such as might accrue from the mere discovery of hazardous or toxic materials, resulting from BUYER's activities on the Property during the escrow period. Should the BUYER fail to acquire the Property, then it is agreed that SELLER shall receive copies of all studies, test results and engineering generated by BUYER.
- 9. <u>RESERVATION OF USE OF PROPERTY</u>: Any term or condition contained herein notwithstanding, SELLER retains the right to the use of the Property for grazing livestock, ranching, and other agricultural purposes, on the following terms and conditions:
 - a. SELLER or its designee(s) shall have the right to irrigate the Property according to SELLER's historical practices so long as water is available.
 - b. SELLER or its designee(s) shall maintain the headgates, diversion works, and ditches, as SELLER deems necessary in SELLER's sole discretion.

- c. SELLER or its designee(s) shall pay all federal water master fees and ordinary ditch assessment fees.
- d. SELLER or its designee(s) shall have no obligation to maintain, repair, or replace the Mexican Dam, should it fail.
- e. SELLER or its designee(s) shall not graze more than ______ cow/calf A.U.M.s, or other livestock equivalent, on the Property per calendar year.
- f. SELLER or its designee(s) shall maintain a policy of liability insurance for bodily injury and casualty loss in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate. BUYER shall be named as an additional insured by endorsement on the policy, and SELLER shall maintain the policy so long as SELLER shall retain the right to use the Property.
- g. SELLER and/or its designee(s) shall have full access to the Property necessary for the purposes and intent of this Section over, across, and under any adjoining lands owned by BUYER or over which BUYER has easements for access to the Property.
- h. BUYER or its designee(s) shall not engage in or permit any activity on the Property which will interfere with or materially alter or impair SELLER's rights and uses of the Property reserved under this paragraph.
- i. SELLER or its designee(s) shall not engage in any activity pursuant to the SELLER's rights under this Section which will interfere with or materially impair:
 - (1) The use of the Property by members of the public for the purpose of:
 - (a) hiking, walking or otherwise using the Mexican Ditch trail;
 - (b) observing wildlife; or
 - (c) hiking, walking or otherwise using a ten (10) foot wide section of the Property running adjacent to the Carson River for the entire course of the eastern boundary of the Property, so long as BUYER installs and maintains exclusionary fencing along the entire western boundary of said section, to minimize public interference with SELLER's ongoing operations on the Property.
 - (2) The use of the Property by the BUYER or employees, agents or contractors of the BUYER for constructing improvements on the

- Property, provided that no improvement may be constructed on the Property without the expressed written consent of SELLER, which consent will not be unreasonably withheld.
- (3) The access to the wetlands located on the property for the purpose of conducting studies or environmental site assessments.
- j. SELLER's rights under this paragraph shall survive closing and shall continue so long as SELLER shall own water rights, whether permitted, adjudicated, vested, or otherwise, which are appurtenant to the Property and shall further continue for a period of four (4) years after SELLER no longer owns any water rights appurtenant to the Property. At such time that SELLER shall cease to own any appurtenant water rights, BUYER shall provide sufficient water for four (4) years thereafter to irrigate the Property from other sources, including but not limited to Carson River water, reclaimed water, or water from any other source reasonably available to BUYER. It is mutually agreed that municipal water shall not be considered a reasonable source. SELLER and Vidler Water Company have entered into an option agreement for the sale of water appurtenant to the Property. Should that option be exercised, BUYER hereby consents to the assignment of all of SELLER's rights under this Section to Vidler Water Company.
- 10. <u>ADJACENT ACREAGE</u>: SELLER hereunder shall retain ownership of two (2) parcels adjacent to the Property hereunder, presently mapped on the east side of the Carson River, more specifically identified as APNs 010-021-46 and 010-021-58 ("Adjacent Property"). Upon Closing hereunder, SELLER hereby grants BUYER a right-of-first-refusal on those two (2) parcels, for a period of _____ (____) years from the date of Closing. BUYER hereby agrees to cooperate with SELLER in its efforts to maintain the agricultural use designation of the Adjacent Property under NRS Chapters 361 and 361A.
- 11. <u>GOOD FAITH AND FAIR DEALING</u>: During the term of this transaction the parties hereto agree and covenant, one unto the other, to act in good faith and to fairly and openly deal with each other to accomplish the goals and objectives of the respective parties in closing the escrow envisioned herein.
- 12. <u>BINDING EFFECT</u>: This Agreement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of BUYER and SELLER.
- 13. <u>NOTICES</u>: No notice, request, demand, instruction or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) delivered by air courier next-day delivery (e.g., Federal Express), or delivered by U.S. mail, sent by registered or certified mail, return receipt requested as follows:

If to SELLER, to: Jin

Jimmie Pete Jarrard Children's Trust &

Kae Jarrard Trust

c/o Chris MacKenzie, Esq. 402 N. Division Street Carson City, Nevada 89703

If to BUYER, to:

Carson City, a Consolidated Municipality

Juan F. Guzman, Open Space Manager

3303 Butti Way, Building #9 Carson City, Nevada 89701

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the estate to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

- 14. <u>TIME</u>: Time is of the essence for each provision of this Agreement of which time is a factor, and if this transaction is not closed by June 1, 2010, SELLER shall have right to terminate, whereupon SELLER shall be relieved of any further obligation to convey the Property to BUYER. SELLER has requested that this transaction be completed by May 20, 2010.
- 15. <u>ATTORNEYS' FEES</u>: In the event of any action or proceeding, including an arbitration brought by either Party against the other under this Agreement, the prevailing Party shall be entitled to recover all costs and expenses including the actual fees of its attorneys incurred for prosecution, defense, consultation or advice in such action or proceeding.
- 16. <u>COMPUTATION OF PERIODS</u>: All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holiday, unless the period of time specifies business days, provided that if the date to perform any act or give any notice with respect to this Agreement, shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.
- 17. <u>INTERPRETATION</u>: The Parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman. This

Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged and integrated into this Agreement.

- 18. <u>SURVIVABILITY</u>: All covenants of BUYER or SELLER which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations, warranties and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Grant, Bargain and Sale Deed, and be binding upon and inure to the benefit of the respective Parties.
- 19. <u>MUTUAL INDEMNITY</u>: SELLER and BUYER hereby agree to indemnify, defend and hold the other Party harmless against any and all liability, claims, costs or expenses arising directly or indirectly out of the covenants, representations and warranties given by the indemnifying Party to the other in this Agreement.
- 20. <u>AUTHORITY OF PARTIES</u>: Any municipal body signing this Agreement, and each agent, officer, official, or employee signing on behalf of such municipal body, but in his individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said municipal body. Any individual signing this Agreement on behalf of a trust represents that such trust has power and authority to enter into this Agreement, and by such person's act in bound hereby.
- 21. <u>COUNTERPART</u>: This Agreement and any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts of this Agreement have been signed by each Party and delivered to the other Parties.

IN WITNESS HEREOF, SELLER and BUYER have fully executed this Agreement as of the date first above written.

"SELLER"	"BUYER"
THE JIMMIE PETE JARRARD CHILDREN'S TRUST	CARSON CITY
By: James Jarrard, Trustee	By: Robert Crowell, Mayor
THE KAE JARRARD TRUST By:	By: Juan F. Guzman, Open Space Manager
DATE: 4-6-, 2010	DATE:, 2010

CONT. T. TOTAL



April 6, 2010

CARSON CITY PARKS & RECREATION ATTN: MR. JUAN GUZMAN

DELIVERED

ESCROW NO. ESCROW OFFICER Liz Svenningsen

CC-1093268-LS

PROPERTY

4900 Carson River Road Carson City, NV 89701

Enclosed herewith please find the following documents:

NEW PRELIMINARY TITLE REPORT AND COPIES OF ALL EXCEPTIONS

If you have any questions regarding these documents please do not hesitate to contact us.

Sincerely,

Northern Nevada Title Company

LIZ SVENNINGSEN SR. ESCROW OFFICER



Northern Nevada Title Company 307 W Winnie Lane #5 Carson City, NV 89703-4103 (775)-883-7513 FAX (775)-887-5065

PRELIMINARY REPORT

Issued for the sole use of:

Carson City Parks and Recreation Attn: Juan Guzman

Our Order Number CC-1093268-LS Title No. 1093268

Your No.

When Replying Please Contact:

Liz Svenningsen, Escrow Officer

Buyer:

Carson City, a Consolidated Municipality of the State of Nevada

Property Address:

None Avalable, as to Parcels A, B and D 4900 Carson River Road, as to Parcel C Carson City, NV 89701

Assessor's Parcel Number:

010-071-26, as to Parcel A 010-071-27, as to Parcel B 010-021-46 & 010-021-47, as to Parcel C 010-021-58, as to Parcel D

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 Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policles are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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 as of April 5, 2010 at 7:30 A.M.

Title Officer: Bonnie Graybill

Northern Nevada Title Company

For Exceptions Shown or Referred to, See Attached

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

CLTA Owners. A specific request should be made if another form or additional cover is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

A Fee as to Parcels A, B, C and D and an easement as to Parcel E

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

James Allen Jarrard Trustee of the Jimmie Pete Jarrard Children's Trust dated June 10, 1993, as to an undivided 75% interest, as to Parcels A and B; James Allen Jarrard, Successor Trustee of the Kae Jarrard Trust, as to an undivided 25% interest, as to Parcels A and B; James Allen Jarrard, Trustee of the Jimmie P. Jarrard Children's Trust, as to an undivided 62.5% interest, as to Parcels C and D; and James Allen Jarrard, Successor Trustee of the Kae Jarrard Trust, as to an undivided 37.5% interest, as to Parcels C and D

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

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

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

- 1) 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.
- 2) 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.
- 3) Any deferred taxes, interest and penalties, which may become due upon the conversion of said land from Agricultural or Open Space to any higher use.
- 4) 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 Carson River.

SAID MATTER AFFECTS:

Parcels C and D

- 5) Any adverse claim based upon the assertion that:
 - a) "Said land or any part thereof is now, or at any time has been, below the ordinary high water mark of the Carson River."
 - b)"Some portion of said land has been created by artificial means or has accreted to such portions so created."
 - c) "Some portion of said land has been brought with the boundary thereof by an avulsive movement of the Carson River or has been formed by accretion to any such portion."

SAID MATTER AFFECTS:

Parcels C and D

6) Such rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Carson River.

SAID MATTER AFFECTS:

Parcels C and D

7) Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance as contained in Deed,

TO:

State of Nevada

FROM:

Stanly K. Whitty and Jane Whitty

FOR: DATED: Public Highway June 30, 1950

RECORDED:

September 20, 1950

BOOK:

57, Deed Records

PAGE:

279

DOCUMENT NO .:

2804

SAID MATTER AFFECTS:

Parcel C

8) Subject to any rights and/or provisions of the General Highway Act for improvements, repairs or landscaping to the public highway, located along the boundary of the herein described property.

SAID MATTER AFFECTS:

Parcel C

9) Easement, together with the rights incidental thereto,

GRANTED TO:

Sierra Pacific Power Company, a corporation

PURPOSE:

A right-of-way, with the right to construct, operate and maintain an electric power line

with appurtenances thereto

RECORDED:

June 23, 1955

BOOK: PAGE:

68, Powers, Plats and Miscellaneous Records

DOCUMENT NO .:

104

DOCOMPIN

3905

AFFECTS:

A portion of Parcel C

10) Easement, together with the rights incidental thereto,

GRANTED TO: Bell Telephone Company of Nevada, a

corporation and Sierra Pacific Power

Company, a corporation

PURPOSE: A right of way with the right to construct,

operate and maintain electrical and

communication facilities with appurtenances

thereto

RECORDED: March 12, 1971

BOOK: 107, Official Records

PAGE: 25 DOCUMENT NO.: 86935

AFFECTS: Northerly 40 feet of Parcels A and C

Notes, easements and recitals as set forth on Parcel Map No's. 1019, 1060, 1304 and 1399, Division of Land Map No. 2342, Record of Survey Map No. 2551 and Lot Line Adjustment Document No. 329687 herein referred. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.

12) Easement, together with the rights incidental thereto,

GRANTED TO: Carson City, a political subdivision of the State

of Nevada

PURPOSE: An 80 foot wide easement for non-exclusive

access, and for operation and maintenance of

the Mexican Ditch

RECORDED: December 21, 1999
DOCUMENT NO.: 243501, Official Records

AFFECTS: A portion of Parcel B

13) Easement, together with the rights incidental thereto,

GRANTED TO: Bob Anderson, Kae Jarrard and James A.

Jarrard

PURPOSE: A perpetual easement for access, for purposes

of ingress and egress

RECORDED: December 21, 1999

DOCUMENT NO.: 243502, Official Records AFFECTS: A portion of Parcel C

14) Easement, together with the rights incidental thereto,

RESERVED BY: Kae Jarrard, Robert "Bobbie" Andersen, and

James Allen Jarrard, Trustee of the Jimmie Pete Jarrard Children's Trust dated June 10,

1993

PURPOSE: Private access easement

RECORDED: January 28, 2000

DOCUMENT NO.: 244722, Official Records
AFFECTS: Southerly 60 feet of Parcel B

15) Easement, together with the rights incidental thereto,

GRANTED TO:

Robert L. Andersen, as Trustee of the Robert

Lorin Andersen Trust dated March 15, 1992

PURPOSE:

A perpetual easement for access, for purposes

of ingress and egress

RECORDED:

January 28, 2000

DOCUMENT NO.:

244724, Official Records

AFFECTS:

A portion of Parcel B

16) Deferred tax liens for Agricultural or Open Space, the last of which was

RECORDED:

July 1, 2009

DOCUMENT NO.:

391205, Official Records

- 17) The requirement that an executed Certification of Trusts pursuant to NRS 164.400 et.seq. be submitted prior to the issuance of a Title Insurance Policy.
- The requirement that an Executor's Deed be executed and recorded from the Estate of Kae Jarrard to James Allen Jarrard, Successor Trustee of the Kae Jarrard Trust, to comply with the Order Settling First and Final Account and Decree of Distribution, Case No. 01-01682P, recorded on May 29, 2003 as Document No. 298916, Official Records.

SAID MATTER AFFECTS:

Parcels A, C and D

19) Prior to the issuance of a Title Policy, the allocation of liability as to each parcel shall be set forth in writing by all parties to this transaction.

NOTE: As a matter of information, we report that taxes for the year 2009-2010, have been paid in full.

TOTAL AMOUNT:

\$135.81

ASSESSORS PARCEL NO.:

010-071-26

SAID MATTER AFFECTS:

Parcel A

TOTAL AMOUNT:

\$56.16

ASSESSORS PARCEL NO.:

010-071-27

SAID MATTER AFFECTS:

Parcel B

TOTAL AMOUNT:

\$.03

ASSESSORS PARCEL NO.:

010-021-46

SAID MATTER AFFECTS:

A portion of Parcel C

TOTAL AMOUNT:

\$1,757.89

ASSESSORS PARCEL NO.: SAID MATTER AFFECTS:

010-021-47 A portion of Parcel C

TOTAL AMOUNT:

\$1.35

ASSESSORS PARCEL NO.:

010-021-58

SAID MATTER AFFECTS:

Parcel D

oOo

EXHIBIT "A"

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

PARCEL A:

Parcel 2, as set forth on that certain Map of Division of Land into large parcels for the DONALD ANDERSEN TRUST and JIMMY P. JARRARDS CHILDREN'S TRUST located within the East ½ of Section 22, Township 15 North, Range 20 East, M.D.B. & M., filed for record in the Office of the Carson City Recorder, State of Nevada, on December 21, 1999 in Book 8 of Maps at Page 2342 as Document No. 243503, and that certain Certificate of Amendment recorded on January 4, 2000 as Document No. 243949, Official Records.

Assessor's Parcel No. 010-071-26

PARCEL B:

Parcel 3, as set forth on that certain Map of Division of Land into large parcels for the DONALD ANDERSEN TRUST and JIMMY P. JARRARDS CHILDREN'S TRUST located within the East ½ of Section 22, Township 15 North, Range 20 East, M.D.B. & M., filed for record in the Office of the Carson City Recorder, State of Nevada, on December 21, 1999 in Book 8 of Maps at Page 2342 as Document No. 243503, and that certain Certificate of Amendment recorded on January 4, 2000 as Document No. 243949, Official Records.

Assessor's Parcel No. 010-071-27

PARCEL C:

A portion of the West ½ of Section 23, Township 15 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Parcel D of that certain Parcel Map No. 1399 for DONALD A. AND WILLIE M. ANDERSEN filed in the office of the Carson City County Recorder, State of Nevada on March 26, 1987, in Book 5 of Maps at Page 1399 as Document No. 56504.

Excepting therefrom a right of way for highway purposes as granted to the State of Nevada in that certain Deed for Public Highway recorded on September 20, 1950 in Book 57 of Deeds at Page 279 as Document No. 2804.

Further excepting therefrom, all that portion of said land lying within the bed and banks of the Carson River.

Assessor's Parcel No. 010-021-46 and 010-021-47

Continued...

EXHIBIT A, CONTINUED....

PARCEL D:

Description of Adjusted APN 10-021-48, being a portion of Section 23, Township 15 North, Range 20 East, M.D.B. & M., Carson City, Nevada, and being more particularly described as follows:

Commencing at the center of said Section 23; thence South 1296.95 feet to the True Point of Beginning; thence North 00°00'00" East, 605.98 feet; thence North 00°00'00" East 60.00 feet; thence North 00°00'00" East, 600.98 feet; thence North 00°00'00" East, 60.00 feet; thence North 00°00'00" East 471.52 feet; thence South 87°36'10" West, 435.53 feet; thence on a curve to the left with radius of 1567.57 feet, central angle of 05°12'19" and arc length of 142.41 feet; thence on a curve to the left with radius of 324.90 feet, central angle of 25°09'46" and arc length of 198.66 feet; thence on a curve to the right with radius of 251.28 feet, central angle of 47°03'25" and arc length of 206.38 feet; thence South 02°46'31" East, 393.85 feet; thence South 50°29'09" East, 87.48 feet; thence South 29°34'17" East, 32.67 feet; thence South 59°30'23" East 89.72 feet; thence South 04°53'31" East, 84.16 feet; thence South 10°32'07" West, 94.35 feet; thence South 03°48'04" East, 89.18 feet; thence South 08°15'34" West, 321.21 feet; thence South 16°03'56" East, 28.74 feet; thence South 03°34'35" West, 109.99 feet; thence South 18°01'38" East, 35.60 feet; thence North 79°12'10" East 382.87 feet; thence South 10°47'50" East, 254.41 feet; thence on a curve to the right with radius of 45.00 feet, central angle of 30°09'23" and arc length of 23.68 feet; thence on a curve to the left with radius of 20.00 feet, central angle of 46°11'13" and arc length of 16.12 feet; thence North 63°10'20" East, 149.40 feet; thence North 89°54'44" East, 24.83 feet to the True Point of Beginning.

Reference is hereby made to that certain Record of Survey Map No. 2551 supporting a Boundary Line Adjustment for Jarrard, JP Trust and Jarrard, K Trust and Pat & Leisa Findley, recorded in the office of the County Recorder of Carson City, State of Nevada, on December 22, 2004 as Document No. 329688, Official Records.

Note: Legal Description previously contained in Document No. 329687 recorded on December 22, 2004.

Assessor's Parcel No. 010-021-58

PARCEL E:

Together with a perpetual easement granted to Bob Andersen, Kae Jarrard and James A. Jarrard for access, and for the purposes of ingress and egress over that portion of said land as described in Grant of Easement Deed recorded on December 21, 1999 as Document No. 243502, Official Records.

Also, together with an easement for Private Access over the Southerly 60 feet of Parcel 3 of Division of Land into Large Parcels Map No. 2342, reserved as an appurtenance to the Grautor's remaining lands by Kae Jarrard, Robert "Bobbie" Andersen, and James Allen Jarrard, Trustee of the Jimmy Pete Jarrard Children's Trust dated June 10, 1993, in Grant, Bargain and Sale Deed recorded January 28, 2000 as Document No. 244722, Official Records.

Northern Nevada Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Northern Nevada Title Company**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

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.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (Including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;.
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land Is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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 which may be asserted by persons in possession thereof,
- 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 the public records.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY(10—17-92) AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10—17-92) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from
 coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters.
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting In loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- 4. Unenforceability of the lien of the Insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the ilen of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or buth in lending law.
- 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an Improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the Indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- 7. Any daim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer, or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- Any facts, rights, interests or daims which are not shown by the public records but which could be ascertained by an inspection of the land or by
 making inquiry of 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 the public records.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (ii) the subdivision of land; or
 - (iii) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws
 of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Data of Policy and the data of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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 the Public Records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)

and

AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNERS POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from
 coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;.
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the Insured claimant became an insured under this policy;
 - resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy, or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer, or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be Issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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 by making inquiry of persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 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.
- (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 the public records.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY OF TITLE INSURANCE - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (li) the character, dimensions, or location of any improvement erected on the Land;
 - (III) the subdivision of land; or
 - (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Data of Policy and the date of recording of the deed or other instrument of transfer in Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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 the public records.

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

- 2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- In streets, alleys, or Waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

AMERICAN LAND TITLE ASSOCIATION SHORT FORM RESIDENTIAL LOAN POLICY - 2006 ONE-TO-FOUR FAMILY

ANY ADDENDUM ATTACHED HERETO, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A MINNESOTA CORPORATION, HEREIN CALLED THE "COMPANY", HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (6-17-06), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.

SCHEDULE B

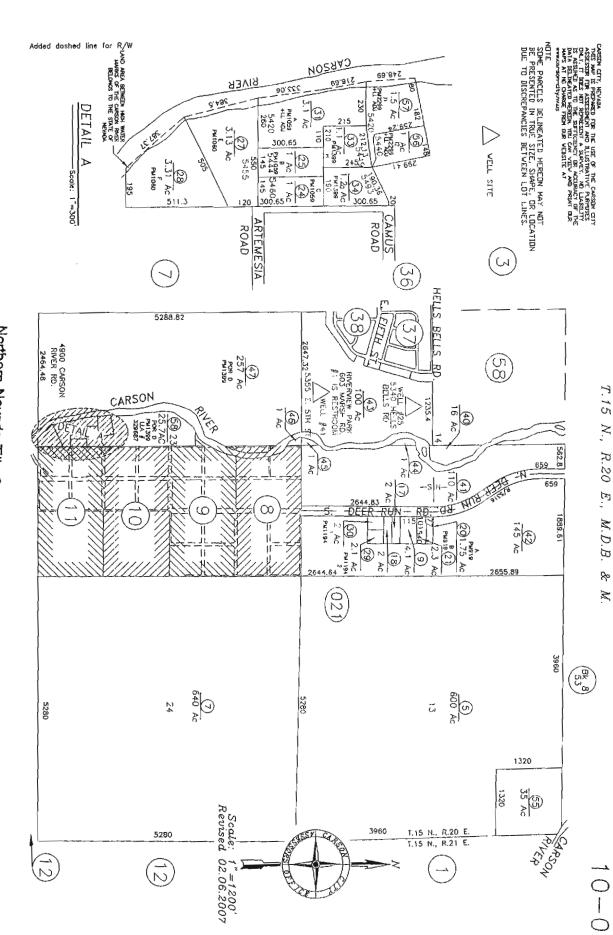
EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE ASSURANCES

Except to the extent of the affirmative insurance set forth below, this policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees, or expenses) which arise by reason of:

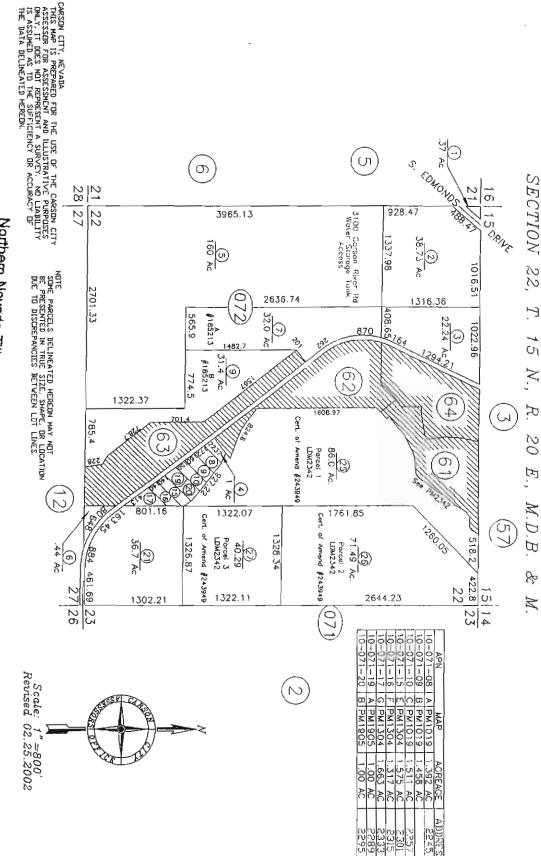
- 1. Covenants, conditions and restrictions, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
 - (a) The violation of those covenants, conditions, or restrictions on or prior to Date of Policy;
 - a forfeiture or reversion of Title from a future violation of those covenants, conditions, or restrictions, I including those relating to environmental protection; and
 - (c) provisions in those covenants, conditions, or restrictions, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished, subordinated, or impaired.

As used in paragraph 2(a), the words "covenants, conditions, or restrictions" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum attached to this policy.

- 2. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from (a) the encroachment, at Date of Policy, of the improvements on any easement, and (b) any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
- 3. Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the Public Records; however, this policy insures against loss or damage arising from (a) any affect on or impairment of the use of the Land for residential one-to-four family dwelling purposes by reason of such lease, grant, exception or reservation of minerals or mineral rights, and (b) any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights so leased, granted, excepted, or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.



Northern Nevada Title Company does not represent this plat as a survey of the land indicated hereon, although believed correct, no liability is assumed as to the accuracy thereof.



Northern Nevada Title Company does not represent this plat as a survey of the land indicated hereon, although believed correct, no liability is assumed as to the accuracy thereof.

Resized page 64 & 61

57 Deeds

The undersigned hereby waive all claim for damage or compensation for and on account of the establishment of Said State Highway. IN WITNESS WHEREOF, We have set our hands and seals this 30th day of June, A.D. 1950. Signed, sealed and delivered in the presence of) Jennie Herlax Dominique Herlax (Seal) STATE OF NEVADA. 98. County of Ormsby On this 30th day of June, A.D. 1950, personally appeared before me, the undersigned a Notary Public , in and for Ormsby County, State of Nevada (Notary Public, Judge, or other officer) DOMINIQUE HERLAX and JENNIE HERLAX known (or proved) to me to be the persons described in and who executed the foregoing instrument; who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned. (SEAL) Glen S. Stevens STATE OF NEVADA DEPARTMENT OF HIGHWAYS CARSON CITY, NEVADA Filed for Record at Request of John D. Flournoy SEP 20 1950 at 52 Min. Past 11 o'clock A.M. Recorded in Book 57 of Deeds Page 277 Records Ormsby County, Mevada. County

File No. 2803

DEED

POR

PUBLIC HIGHWAY

STANLY K. WHITTY and JANE WHITTY

TO

STATE OF NEVADA

(OR-O8) County Ormsby Route 66 Section

DEED--PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: THAT

STANLY K. WHITTY and JANE WHITTY (his wife) of Ormsby County, State of Nevada, the undersigned owners of the land hereinafter described, in consideration of the sum of One (\$1.00)

Dollar, lawful money of the United States of America and other good and valuable consideration, receipt of which is hereby acknowledged, and of the location and establishment over said land of a State Highway, in accordance with an act entitled "An Act to provide a General Highway

Law for the State of Nevada, approved March 23, 1917, and acts amendatory or supplementary thereto, and of the benefits to accrue to them, thereby, do hereby signify their approval of the location of said Highway and do consent to the establishment thereof over said land and do hereby grant and convey to the STATE OF NEVADA the right of way and incidents thereto for said Highway over and across the following-described lands and premises lying and being in the County of Ormsby, State of Nevada, and more particularly described as being a portion of the

 $S_{2}^{\frac{1}{2}}$ of the SW $^{\frac{1}{2}}$ of Section 23, T. 15 N., R. 20 E., M.D.B. & M.

Said right of way for Public Highway being a piece or parcel of land of varying width which lies and is within the lands of the undersigned and more fully described by metes and bounds as follows, to wit:

Beginning at the intersection of the new right or northerly right of way line and the South boundary of the SW2 of Section 23, T. 15N., R. 20E., M.D.B. & M.; said point of beginning further described as N.99°51'22"W., a distance of 762.08 feet from the south quarter corner of Section 23, T. 15 N. R.20 E., M.D.B. & M.; thence N. 89°51'22"W., along said south boundary a distance of 1897.49 feet to the scuthwest corner of said Section 23; thence N.0°01'34"E., along the west boundary of said Section 23 a distance of 18.30 feet to the point of intersection with the right or northerly 30 foot right of way line; thence S.89°43'26"E., along said right of way line a distance of 1776.88 feet to a point; thence from a tangent which bears the last described course, curving to the right along said right of way line with a radius of 530 feet, through an angle of 13°09'38" an arc distance of 121.74 feet to the point of beginning. Containing an area of 0.689 of an acre, more or less.

The State of Nevada shall have the right to adopt and improve the whole or any part of the right of way hereby granted, subject to the provisions of the before-mentioned General Highway Act.

The undersigned hereby waive all claim for damage or compensation for and on account of the establishment of Said State Highway.

IN WITNESS WHEREOF, We have set our hands and seals this 30th day of June, A.D. 1950.

Signed,			in the presence	e of)			
	John D	. Flournoy			Jame C. Wh	<u>ii tty</u>	(Seal)
					Stanly K.	Whitty	<u>(</u> Seal)
STATE OF	NEVADA,	}					

STATE OF NEVADA,)

County of Ormsby)

On this 30th day of June, A.D. 1950, personally appeared before me, the undersigned, a Notary Public , judge, or other officer; in and for Ormsby County, State of (Notary Public, Judge, or other officer)

Nevada STANLY K. WHITTY and JANE WHITTY known (or proved) to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(SEAL) Olen S. Stevens

Notary Public

STATE OF NEVADA

DEPARTMENT OF HIGHWAYS

CARSON CITY, NEVADA

Filed for Record at Request of John D. Flournoy SEP 20 1950 at 54 Min. Past 11 of clock A.M. Recorded in Book 57 of Deeds Page 279 Records Ormsby County, Nevada.

County Recorder

By_

Deputy

Filed for Record at Request of Sierra Pacific Power Co. JUN 23 1955 at 2 Min. Past 1 o'clock P. M. Recorded in Book 68 Powers, Plats, Misc. Page -102- Records Ormsby County, Nevada

> Verla M. Stinson County Recorder

Laura Minhle

File No. 3904

RIGHT, OF WAY GRANT

For and in consideration of the sum of One Dollar (\$1.00) receipt whereof is hereby acknowledged, the undersigned, hereinafter referred to as "Grantor___ " hereby grants to SIERRA PACIFIC POWER COMPANY, a Corporation, its successors and assigns hereinafter referred to as "Grantee", a right of way, with the right, privilege and authority to construct, operate and maintain an electric power line and the right to install, inspect, repair, and replace thereon poles, corssarms, wires, cables, communication equipment, guys, anchors, fixtures and other appurtenances, and to keep the same free from trees, limbs, or foliage, upon and across the following described lands and premises, situate in the County of Ormsby State of Nevada, to -wit:

South one-half (S_2^+) of the Southwest one-quarter (SW_2^+) of Section 23, T. 15N. R. 20E. MDE&M

Genter line of said electric power line to be as follows:

Commencing at the intersection of a North-South fence line marking the approximate west line of Section 23, and the fence line marking the North right of way line of Nevada State Highway #65, and running

Thence, easterly 572.2 feet more or less, to Sierra Pacific Power Company pole #49307, the true point of beginning, and running
Thence, S. 89° 39' E. 1516.0 feet more or less, to an

Thence, S. 89° 39' E. 1516.0 feet more or less, to an angle point,
Thence, S. 47° 36' 30" E. 1.0 feet more or less, to a point on the South line of said Section 23.

Grantee, its contractors, agents and employees, shall have the right of ingress to and agress from said right of way and the electric power line thereon for the exercise of rights herein granted, with the specific understanding that Grantee shall be responsible for any damage to personal property or improvements suffered by Grantor by reason of construction, maintenance, or repair of said line.

Grantee shall have the right from time to time to increase or decrease the size and number of poles, wires, and appurtenances, which may be installed in or upon the right of way hereby granted, and to cut and remove brush and timber which may interfere with the operation of said power line.

IN WITNESS WHEREOF, the Grantor ha executed this grant, this 19th day of April , 1955 .

Witness		Print Names	Signatures
Robert E Shannon	_	Harry Andersen	Harry Andersen
			. ———
	_		
STATE OF NEVADA) } as.		
County of Ormsby)		

On this 19th day of April A.D. one thousand nine hundred and fifty-five personally appeared before me Thos. J. Welsh, a Notary Public in and for said County of Ormsby Harry Andersen known (or proved) to me to be the person described in and who executed the annexed instrument, who acknowledged to me that he executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHAREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Ormsby, the day and year in this Certificate first above written.

(Scal)

Thos J Welsh
Notary Public in and for the County
of Ormsby, State of Nevada.

My commission expires March 5 - 1959

Filed for Record at Request of Sierra Pacific Power Co. Jun 23 1955 at 4 Min. Past 1 o'clock P M Recorded in Book 68 Powers, Plats, Misc. Page -104- Records Ormsby County, Nevada

Verla M. Stinson
County Recorder

By Saura Tunilla
Deputy

File No. 3905

Right of Way Grant

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, the Undersigned, hereinafter referred to as "Grantor", hereby grant_a right of way to SIERRA PACIFIC POWER COMPANY, a Corporation, and THE HELL TELEPHONE

COMPANY OF NEVADA a Corporation, their successors and assigns, hereinafter referred to as "Grantees", with the right, privilege and authority to construct, operate and maintain a communication and electric power line, and the right to place, inspect, maintain and replace thereon, poles, crossarms, wires, cables, braces, transformers, terminal boxes, service lines, fixtures, anchors, guys and other appurtenances all hereinafter referred to as "facilities", and to keep the same free at foliage with the right to trim and remove limbs, brush and timber which may interfere with the operation of said line; upon, over and across the following described lands and premises, situate in the County of CRMSEY, State of NEVADA, to-wit:

Said facilities shall be placed within the North forty (40) feet of the Northeast quarter of the Northeast quarter (NE% of NE%) of Section 22, and the North forty (40) feet of the Northwest quarter (NW%) of Section 23, Township 15 North, Range 20 East, M.D.B.6M.

Grantors also hereby grant_ to Grantees the right to keep said facilities free from any trees or any parts of trees or any foliage.

Dated: February 24

, 19<u>7/</u>

197/ Jeanne J. Andersen

denies.

Hillie M. Anderson

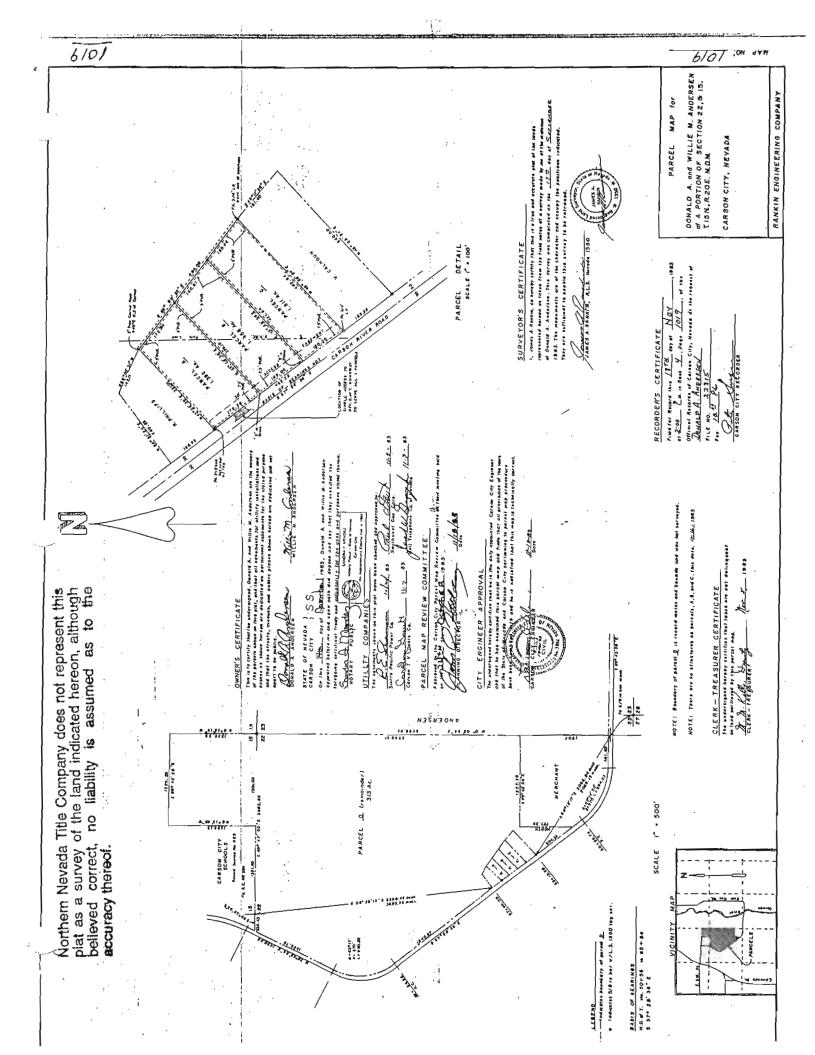
Donald A. Anderson

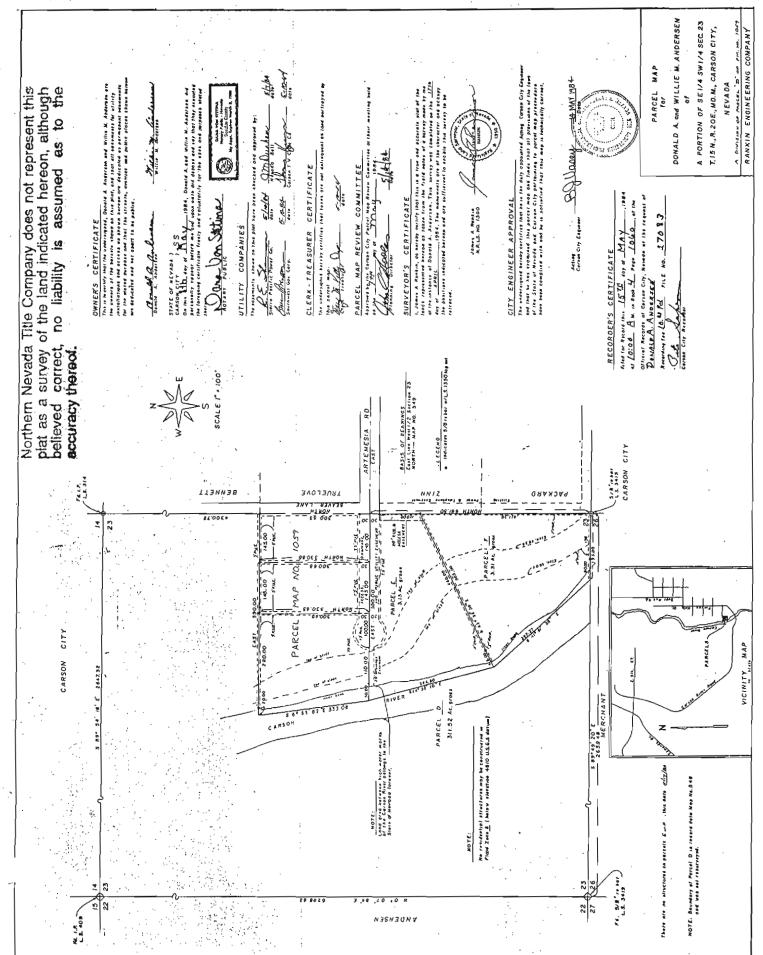
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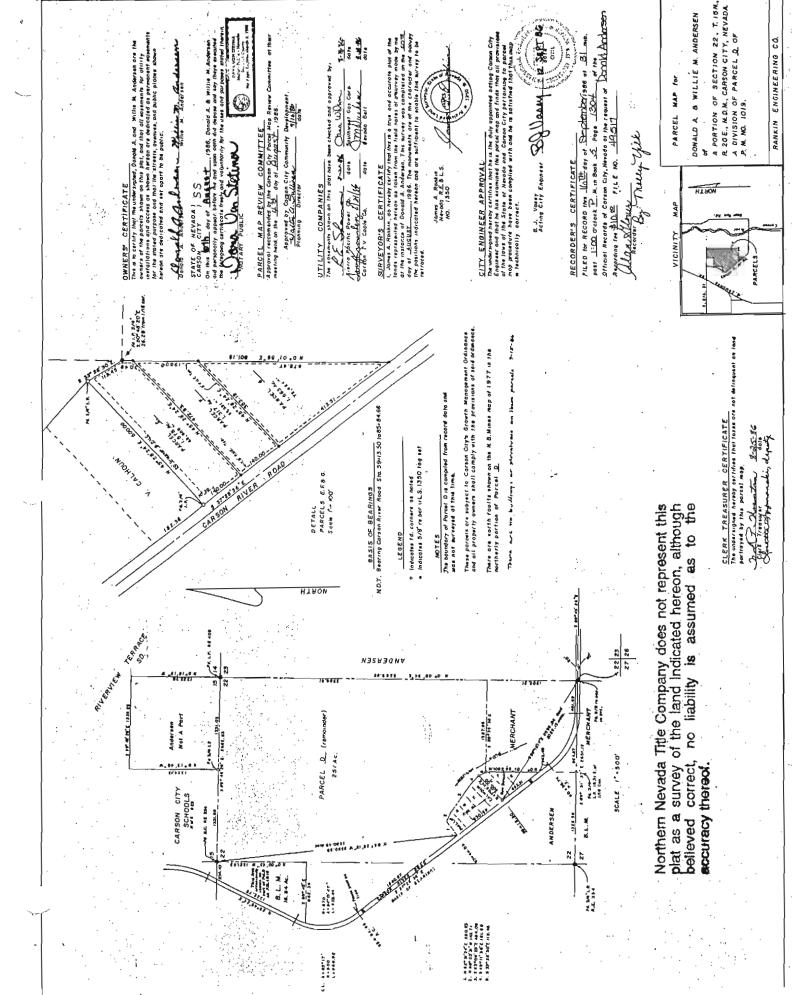
1/70 Might of Way

800K 107 PAGE

-	STACE OF NEVADA)
١	COURTY OF LASHOF
	On this 24th day of FERGUARY , in the year One Thousand Nine Hundred and SEVENTY ONE , before me, c. WILLIAM BEDG , a Notary Public in and for the said County, residing therein, duly commissioned and sworm, personally appeared JACK R. REED , known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworm, deposed and said that he resides in the County of WASHOE , State of Nevada, that he was present and said WILLE M. ANDERSON AND DONALD A. ANDERSON
1	personally known to him to be the same person's described in and whose names APE subscribed to and who executed the within instrument as PAPTIES thereto, sign, seal, and deliver the same; and that the said WILLE MANDERSON AND advanced the same freely and voluntarily and for the uses and purposes therein mentioned and he, said affiant, subscribed his name to said instrument as a witness thereto. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official
•	Seal, at my office in the County of WASHOF, the day and year in this certificate first above written.
-	C. WILLIAM BERG Notary Public — State of Nerede Wesher County of La phot My Commission Explose Oct. 16, 1971 My Commission Explose Oct. 16, 1971
1	STATE OF California) SS.
	an January 23 18 Thereanally appeared before 10. a notary public I.R. Anderson and Jeanne E. Anderson
	executed the above instrument.
F	OFFICIAL SEAL N. EVALYN PROCTOR NOTARY PUBLIC-CALIFORNIA SAN MATEO COUNTY By Commission Express Sept. 18. 1972 1150 Meybrum Av., Monto Pore, Cell. 9425
	Filed for Record at Request of Delle Alleghout Co of Parala Mull 12,1971 at 22 Min's. Past Mo'clock A.M. Recorded in Book
	Page 15 Carson City, Nevada Carson City Recorder By Methy Sulfit Deputy
	File No. 7 86935. RM 107MM 26







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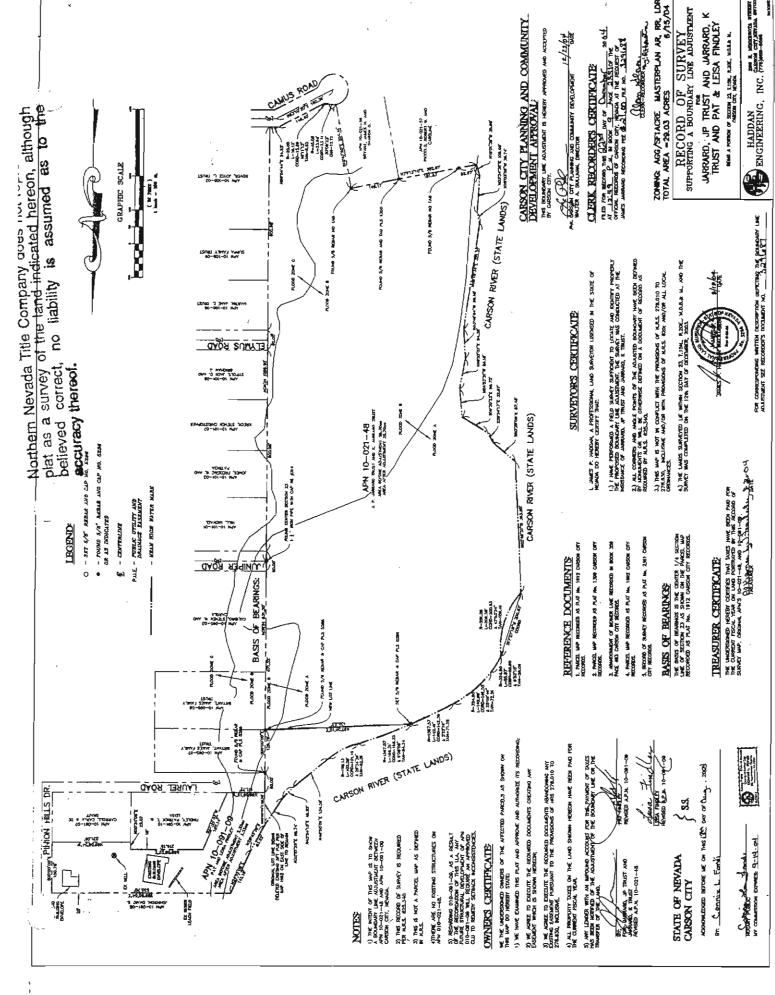
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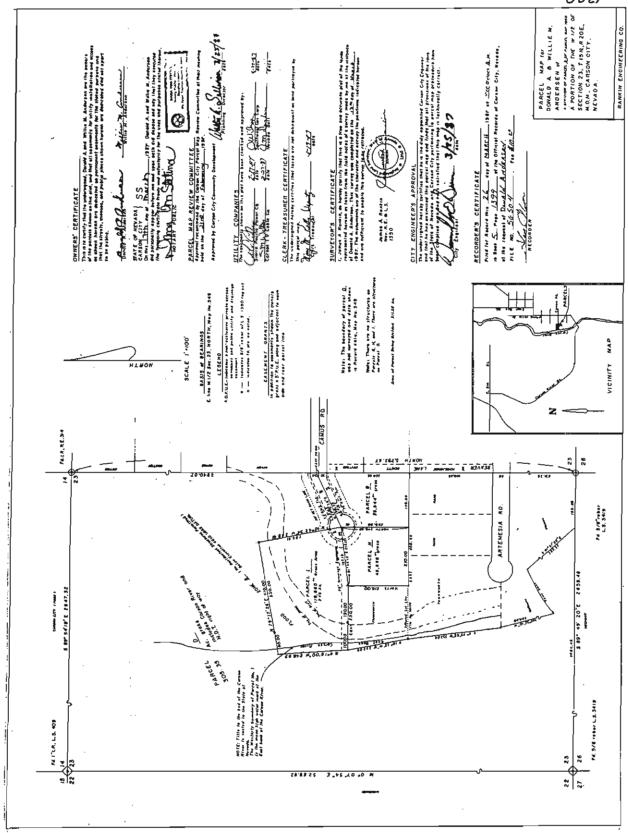
FROM PRODE CONTROL CONTROL OF THE PROPERTY OF DATUME SON THE STATE OF THE STA SHEET 1 or 1 TE 10 243503 CLERK/RECORDER'S CERTIFICATE: R. P. Surveying & Engineering CLOAN BORNEY BICKED OUR WAY WAY A KENTY OF WAY WHEN WHEND - 187789 ACE Thung Magain 18 Gal Onal Quar. 71-16-19 SURVEYOR'S CERTIFICATE: CERTIFICATE RECORDING FEE CE 17.00 SLOW. D. ALLINE. JACK E. RANBELL OWNER'S THE CASE OF THE PARTY COLUMN THE METAL THANK SET DATE OF NO-TEST FLOOR PAGE A.- 67. BASIS OF SPARNICS. THE RISK OF SHEES FOR HIS BINATE OF THE COUNCY TO SECON 22 P. 23. THE BLOWS OF SAO LINE BOME 3 DOTO SET POJED S/5" FO W/ AUTH CAP, "PLS-2047", LINEXS OPPLIENCE VENCHIO * SE ANT WAY AND UP STANNED THIS SEAT AND THE SEAT AND SEATURED SHAPES HE SEAT AND SEATURED HOUSE HOUS BY (Lines) L'Asserte plat as a survey of the land indicated hereon, although 9 S S S ÉGEND: DETAIL "A" is assumed The state of the s -X 883535 COMMUNITY DEVELOPMENT & PLANNING 200 (DATE) 12/19/99 JAN INC. 7/ 500 3/V 787 WENT OF 100-TEAR RICCO (TONG A-17.1 COMMISSION CERTIFICATE: PAR STORES no liability PARCEL 3 COCH COCK PARCEL 2 Larts of 100-16.11 ruom (Took 6-47, bath 1969) (Took 1000) no ant last THE SAC THE BOLD OF THE SAC AT TH * 'A.O. a. x * 50000 10.00 accuracy thereof. correct, I DO HIDERT CERTITY THAT I HAVE EXAMIND THS MAP OF DIVISION OF LUAD WITH LARGE AND ALCES, MAY, LE PROVINCING OF HES 278 DOT TO 778,800, MICLIENE, AND ALL LOCAL, ORDENIANCES HAVE REST COMPLED WITH, AND THAT THE MAP IS TECHNICALLY CORRECT. DON'T HOUSE POT of TRE CATAL pelieved CITY ENGINEER'S CERTIFICATE: NO 1/7 AM N NO NO STORE 30 % 200 Part of the State 12.0 THERE WITH UNITE, TOTA PROTECTION OF STREET, THE WAY WE WANTED THE STREET, THE 10 M X DE KCAND NOOR PEST * XX.4 N 23.

Northern Nevada Title Company does not represent this





MAP NO.



Northern Nevada Title Company does not represent this plat as a survey of the land indicated hereon, although believed correct, no liability is assumed as to the accuracy thereof.

DSWARZ NAMBER

REMININ DIMININGO

AMEN CONTROL

APN_	010-091-09
APN_	010-021-48

REQUEST OF

ALLISON McKENZIE, et al

2004 DEC 22 PM 12: 46

FILE NO. 32968
ALAH GLOVER
CARSON CITY RECORDER

The state of the s

FOR RECORDER'S USE ONLY

Lot Line Adjustment LLA 04-026

TITLE OF DOCUMENT:

WHEN RECORDED MAIL TO:

Carson City Planning and Community Development 2621 Northgate Lane, Suite 62 Carson City, Nevada 89706

CARSON CITY LOT LINE ADJUSTMENT LLA-04-026

Pat and Lisa Findley P.O. Box 3316 Carson City, NV 89702

010-091-09

JP Jarrard TR & K Jarrard TR 121 Arrowhead Drive Carson City, NV 89706

010-021-48

In response to your application of <u>February 17, 2004</u> in which you requested a lot line adjustment between Assessor's Parcel Numbers <u>010-091-09</u> and <u>010-021-48</u>, which are owned by **yourself**:

A parcel map is not required to change the lot line between these parcels. Section 8, NRS 278.461 and NRS 278.467 states that a parcel map is not required when there is an adjustment of the boundary line or the transfer of land between two adjacent parcel which does not result in the creation of any additional parcels.

We will record the appropriate documents and notify the Carson City Recorder and Assessor of this adjustment.

Sincerely,

DEVELOPMENT SERVICES

PLANNING and COMMUNITY DEVELOPMENT

DEPARTMENT

Lac ()

For Walter A. Sullivan, AICP, Director

Date: 12/22/04

DC:

Carson City Assessor Carson City Development Engineering

LOT LINE ADJUSTMENT CERTIFICATION

Pursuant to the above approval, the lot line adjustment between Assessor's Parcel Number (s) 010-021-48 and 010-091-09 was ordered adjusted on 12.28.04 by the Carson City Community Development Director and Development Engineering. This letter certifies that all requirements for an adjustment have been satisfactorily completed by the applicant. This letter, along with the utility statements, revised deeds and the attached map and legal descriptions, must be recorded within 120 days from this date. Failure to record the above information within 120 days may invalidate the adjustment approval.

Jennifer Pruitt, AfCF

Senio Planner

Date

Carson City Lot Line Adjustment LLA-04-026

Land Surveyor:

James P. Haddan PLS

Pat and Lisa Findley P.O. Box 3316 Carson City, NV 89702 010-091-09 JP Jarrard TR & K Jarrard TR 121 Arrowhead Drive Carson City, NV 89706 010-021-48

TREASURER CERTIFICATE: THE UNDERSIGNED HEREBY CERTIFIES THAT TAXES ARE NOT DELINQUENT ON LAND PORTRAYED BY THIS RECORD OF SURVEY MAP.

Alvin Rumon ha Fealuly Date

General City Plansking and General Street Providence	
FILE #LLA-03/04- PAL	
PROPERTY OWNER #1 Jimmie P. Jarrard Children's Trust, et al	
Taylog Abbress City, STATE 20 T21 Arrowhead Drive Carson City, Nevada 89706	
PROPERTY OWNER #2 PHONE Pat and Leise Findley	
MAILING ADDRESS CITY STATE ZIP FOST Office Box 3316 Carson City, Nevada 89702	
PROPERTY OWNER #5 PHONE	
MAILING ADDRESS, CITY, STATE ZIP	
SURVEYOR (If Required) PHON	
James P. Haddan 883-659	
MAKING ADDRESS, CITY, STATE ZIP 206 South Minnesota Street Carson City, Nevada 89703	
PRESENT ZONING OF PARCEL(6)	
A and SF1A	Via personal transform the objects and the least

in accordance with the provisions of Title 17 of the Cerson City Municipal Code, application is hereby made for a lot line adjustment between property situated at:

	Address of Property	Assessor's Parcel Number of Property
1)	Carson River Road	10-021-48
2)	1580 Pinion Hills Drive	10-091-09
3)		

ACKNOWLEDGMENT OF APPLICANT(S):

1) I certify that the foregoing statements are true and correct to the bast of my knowledge and belief.
 2) I agree to fulfill all conditions established by the Planning and Community Development Department and to submit the lot line documentation within 90 days of said approval to the Planning and Community Development Department for recording. A single 90-day extension may be granted by the Planning and Community Development Director, if necessary.
 3) All structures, wells, and/or-seption are shown on the plat adjustment map.
 4) All required documentation has been submitted to the Planning and Community Development Department.

12-18-2003
Date
/2/18/03 Date
12/18/03
Dete 329687

06/03

PAGE 94

UTILITY STATEMENTS FOR LOT LINE ADJUSTMENTS

LOCATE	DAT: APN 10-091-09 (THE LOCATION MU	1580 Pinion Hills Drive) & AI ST BE DSTED ABOVE PRIOR TO OBTAIN	en 10-021-48 (Carson River Road) (ING SIGNATURES)
	ive a utility easement adjoining the time of relinquishment.	ng the line to be adjusted and requi	ne a like easement at the new lot line
SIGNLD:	Signature	Company	Date
SIGNED:	Signature	Company	Date
SIGNED:	Signature	Company	Date
SKINED:	Signature	Company	Date
SIGNED:	Signature	Company	Date
SIGNED:	Signature	Company	Date
2. We had easoment	eve a utility in the easement in its present location regard	(e) adjoining the line to be adjuste	d and desire a continuation of said
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SIGNED:	Signature	Company	Date
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SIGNED:	Signature	Company	Date
3. OTHER	R: (Please type in a statement	t which applies to your eltuation):(WE DO NOT HAVE UTILITIES
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SIGNED:	Signature St	2 Encountili	ties Date /26/04
SIGNED:	Signature	Cempany	Date Date
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er i nord Bliptiget i	Signature	Company	Date
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Siam Peoffa Power Company

Southwest Gas Corporation

Charter Communication

Nevada Bell Telephone Company

Carson City Engineering Dept (V/iii sign during review process)

PAGE 84

		TS FOR LOT LINE ADJUSTMENTS	
LOCATED	AT: APN 10-091-09 (1580 Pir	tion Hills Drive) & APN 10-021-48 ED ABOVE PRIOR TO OBTAINING SASMATURE	(Carson River Road) S)
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2. We have easement is	e a utility in the easement(e) adjoints present location regardless of k	ning the line to be adjusted and desire and time location.	a continuation of said
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3, OTHER:	(Please type in a statement which a	applies to your situation): We do not the line to be adjusted.	thave a
SIGNED;	mike L. Kinkel	SBC NEVADA	12/15/03
SIGNED:	Signature	Company	Date
	Signature	Company	Date
SIGNED:	Signature	Company	Date
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SIGNED:	Signature	Company	Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

Sierra Pacific Power Company

Charter Communication

Southwest Gae Corporation

329687

Carson City Engineering Dept (Will sign during review process)

7758836582 ¥¢C**¢¢¢**¢

HADDAN ENGINEERING

UTILITY STATEMENTS FOR LOT LINE ADJUSTMENTS

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l. We have continued to	e a utility easement adjoining the fi the time of relinguishment.	ne to be adjusted and require a l	ike easement at the new lot line
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SIGNED:	Signature	Company	Date
3. OTHER	; (Please type in a statement which	r applies to your situation)	28-P.
SIGNED;	Jany Mlese	SWO.	12/85/03
	Signature CARRY GIBBN	Company	Date
BIGNED:	Signature	Company	Date
SIGNED:	Signature	Company	Date
BIGNED:	Signature	Company	Date
SIGNED:	Signature	Company	Date

Siama Pacific Power Company

Charter Communication

Carson City Engineering Dept (VVIII sign during review process)

Southwest Gas Corporation

Nevada Bell Telephone Company

UTILITY STATEMENTS FOR LOT LINE ADJUSTMENTS

LOCATED AT:	APN 10-091-09 (1580 Pinion Hills Drive) & APN 10-021-48 (Carson River Road) (THE LOCATION MUST BE LISTED ABOVE PRIOR TO OBTAINING SIGNATURES)
We have a utili location at the time	ity easement adjoining the line to be adjusted and require a like easement at the new lot line e of relinquishment.

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SIGNED:	Signature Doug	CHARTER	12-18-03 Date
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SIGNED:	Signature	Company	Date

THE FOLLOWING PUBLIC UTILITIES SHALL SIGN ONE OF THE ABOVE STATEMENTS

Sierra Pacific Power Company

Southwest Gas Corporation

Charter Communication

Nevada Bell Telephone Company 📑 🔭

Carson City Engineering Dept (Will sign during review process)

State of Nevada Declaration of Value

1.	Assessor Parcel Number(s) a) A portion of APN 10-021-48 transferred to b) APN 10-091-09	
	c)d)	FOR RECORDER'S OPTIONAL USE ONLY
2.	Type of Property:	Document/Instrument #:
	 a) □ Vacant Land b) □ Single Fam. Res. c) □ Condo/Twnhse d) □ 2-4 Plex 	Book: Page:
	e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l	Date of Recording:
	g) □ Agricultural h) □ Mobile Home i) ■ Other Lot Line Adjustment	DEO 4- 2004
3.	Total Value/Sales Price of Property:	\$_20,000.00
	Deed in Lieu of Foreclosure Only (value of property)	\$
	Transfer Tax Value:	\$_20,000.00
	Real Property Transfer Tax Due:	\$ 78.00
4.	If Exemption Claimed:	74
	a. Transfer Tax Exemption, per NRS 375.090, Sect	ion:
	b. Explain Reason for Exemption:	,
5.	Partial Interest: Percentage being transferred:	%
if calle	The undersigned declares and acknowledges, under penalthe information provided is correct to the best of their informed upon to substantiate the information provided herein. Fur determination of additional tax due, may result in a penalty of the contract	ation and belief, and can be supported by documentation thermore, the disallowance of any claimed exemption, o
Pursu	ant to NRS 275,030, the Buyer and Seller shall be jointly and	d severally liable for any additional amount owed.
Signature		Capacity Trustee, Jimmie Pete Jarrard Children's Trus
Signa	ture	Capacity / am
	SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION
Print I	SELLER (GRANTOR) INFORMATION (REQUIRED) Name: <u>James Jarrard, Trustee</u>	
	· · · · · · · · · · · · · · · · · · ·	
Addre	Name: <u>James Jarrard, Trustee</u>	Print Name: Pat and Leisa Findley
Addre City: _	Name: <u>James Jarrard, Trustee</u> ess: <u>121 Arrowhead Drive</u>	Print Name: Pat and Leisa Findley Address: PQ Box 3316
Addre City: _ State:	Name: James Jarrard, Trustee ess: 121 Arrowhead Drive Carson City NV Zip: 89706 PANY/PERSON REQUESTING RECORDING	Print Name: Pat and Leisa Findley Address: PO Box 3316 City: Carson City
Addre City: _ State: COMF	Name: James Jarrard, Trustee ess: 121 Arrowhead Drive Carson City NV Zip: 89706	Print Name: Pat and Leisa Findley Address: PO Box 3316 City: Carson City State: NV Zip: 89702
Addre City: _ State: COMF	Name: James Jarrard, Trustee ess: 121 Arrowhead Drive Carson City NV Zip: 89706 PANY/PERSON REQUESTING RECORDING (REQUIRED IF NOT THE SELLER OR BUYER)	Print Name: Pat and Leisa Findley Address: PO Box 3316 City: Carson City State: NV Zip: 89702

ASSESSOR'S PARCEL NO. 10-021-48

WHEN RECORDED MAIL TO: Chris MacKenzie, Esq. P.O. Box 646 Carson City, NV 89702

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

BOUNDARY LINE ADJUSTMENT QUITCLAIM DEED

RECITAL:

WHEREAS, hereby, GRANTORS are quitclaiming to GRANTEES, via boundary line adjustment, a portion of real property more particularly described in Exhibit "A" attached hereto, that will result in GRANTORS' Assessor's Parcel Number 10-021-48 to be adjusted to be described as set forth in Exhibit "B" attached hereto, and GRANTEES' Assessor's Parcel Number 10-091-09 to be adjusted to be described as set forth in Exhibit "C" attached hereto.

WITNESSETH:

That GRANTORS, in consideration of the sum of Ten and No/100 Dollars (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, does for the purpose of implementing a boundary line adjustment by these presents release and forever quitclaim unto GRANTEES, and to their heirs, successors and assigns, all of GRANTORS' right, title, interest and equity in and to a certain portion of GRANTORS' real property

situated in Carson City, Nevada, more particularly described in Exhibit "A," attached hereto and incorporated by this reference as if fully set forth herein, to become part of GRANTEES' adjacent real property.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder or remainders, rents, issues and profits thereof, except GRANTORS hereby specifically reserve any water rights determined appurtenant to the real property described in Exhibit "A" hereto, if any.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the GRANTEES and to their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTORS have executed this conveyance the day and year first above written.

THE KAE JARRARD TRUST

By:

JAMES ALLEN JARRARD, Successor Trustee

THE JIMMIE P. JARRARD CHILDREN'S TRUST

By:

JAMES ALEN JARRARD, Trustee

STATE OF NEVADA

CARSON CITY

SS.

- 7

On <u>December 2</u>, 2004, personally appeared before me, a notary public, JAMES ALLEN JARRARD, Successor Trustee of THE KAE JARRARD TRUST, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Boundary Line Adjustment Quitclaim Deed, who acknowledged to me that he executed the foregoing document on behalf of said Trust.



Sorgin Frank

STATE OF NEVADA

: **\$\$**.

CARSON CITY

On <u>Documer</u> <u>2</u>, 2004, personally appeared before me, a notary public, JAMES JARRARD, Trustee of THE JIMMIE P. JARRARD CHILDREN'S TRUST, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Boundary Line Adjustment Quitclaim Deed, who acknowledged to me that he executed the foregoing document on behalf of said Trust.



NOTARY PUBLIC





FROM ADJUSTED ASSESSOR'S PARCEL NUMBER 10-021-48 TO ADJUSTED ASSESSOR'S PARCEL NUMBER 10-091-09

DESCRIPTION OF ALL THAT LOT, PIECE OR PARCEL OF LAND BEING TRANSFERRED FROM ADJUSTED APN 10-021-48 TO ADJUSTED APN 10-091-09 TO REFLECT A BOUNDARY LINE ADJUSTMENT BETWEEN ADJUSTED APN 10-021-48 AND ADJUSTED APN 10-091-09, BEING A PORTION OF SECTION 23, T.15N., R.20E., M.D.B.& M., CARSON CITY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 23; THENCE NORTH 501.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE S. 87° 36′ 10″ W., 435.53 FEET; THENCE ON A CURVE TO THE RIGHT WITH RADIUS OF 1567.57 FEET, CENTRAL ANGLE OF 06° 09′ 07″ AND ARC LENGTH OF 168.31 FEET; THENCE ON A CURVE TO THE LEFT WITH RADIUS OF 198.13 FEET, CENTRAL ANGLE OF 29° 34′ 36″ AND ARC LENGTH OF 102.28 FEET; THENCE N. 49° 50′ 51″ E., 134.58 FEET; THENCE N. 42° 54′ 15″ E., 45.82 FEET; THENCE N. 32° 31′ 29″ E., 98.74 FEET; THENCE S. 00° 00′ 00″ W., 99.75 FEET; THENCE S. 00° 00′ 00″ W., 60.00 FEET; THENCE S. 00° 00′ 00″ W., 129.78 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.00 ACRE MORE OR LESS.

BASIS OF BEARINGS: THE BASIS OF BEARINGS IS THE NORTH-SOUTH CENTER 1/4 SECTION LINE OF SECTION 23, AS SHOWN ON THE PARCEL MAP RECORDED AS PLAT NO. 1912, CARSON CITY RECORDS.

JAMES P. HADDAN CEL P.J. S. DATE





ADJUSTED ASSESSOR'S PARCEL NUMBER 10-021-48

DESCRIPTION OF ADJUSTED APN 10-021-48, BEING A PORTION OF SECTION 23, T.15N., R.20E., M.D.B.& M., CARSON CITY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 23; THENCE SOUTH 1296.95 FEET TO THE TRUE POINT OF BEGINNING: THENCE N. 00° 00' 00" E., 605.98 FEET; THENCE N. 00° 00' 00" E., 60.00 FEET; THENCE N. 00° 00' 00" E., 600.98 FEET; THENCE N. 00° 00' 00" E., 60.00 FEET: THENCE N, 00° 00' 00" E., 471.52 FEET; THENCE S, 87° 36' 10" W., 435.53 FEET; THENCE ON A CURVE TO THE LEFT WITH RADIUS OF 1567.57 FEET, CENTRAL ANGLE OF 05° 12' 19" AND ARC LENGTH OF 142.41 FEET; THENCE ON A CURVE TO THE LEFT WITH RADIUS OF 324.90 FEET, CENTRAL ANGLE OF 25° 09' 46" AND ARC LENGTH OF 198.66 FEET; THENCE ON A CURVE TO THE RIGHT WITH RADIUS OF 251.28 FEET, CENTRAL ANGLE OF 47° 03' 25" AND ARC LENGTH OF 206.38 FEET; THENCE S. 02° 46' 31" E., 393.85 FEET; THENCE S. 50° 29' 09" E., 87.48 FEET; THENCE S. 29° 34' 17" E., 32.67 FEET; THENCE S. 59° 30' 23" E., 89.72 FEET; THENCE S. 04° 53' 31" E., 84.16 FEET; THENCE S. 10° 32' 07" W., 94.35 FEET; THENCE S. 03° 48' 04" E., 89.18 FEET; THENCE S. 08° 15' 34" W., 321.21 FEET; THENCE S. 16° 03' 56" E., 28.74 FEET; THENCE S. 03° 34' 35" W., 109.99 FEET; THENCE S. 18° 01' 38" E., 35.60 FEET; THENCE N. 79° 12' 10" E., 382.87 FEET; THENCE S. 10° 47' 50" E., 254.41 FEET; THENCE ON A CURVE TO THE RIGHT WITH RADIUS OF 45.00 FEET, CENTRAL ANGLE OF 30° 09' 23" AND ARC LENGTH OF 23.68 FEET; THENCE ON A CURVE TO THE LEFT WITH RADIUS OF 20.00 FEET, CENTRAL ANGLE OF 46° 11' 13" AND ARC LENGTH OF 16.12 FEET; THENCE N. 63° 10' 20" E., 149.40 FEET; THENCE N. 89° 54' 44" E., 24.83 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 25.70 ACRES MORE OR LESS.

BASIS OF BEARINGS: THE BASIS OF BEARINGS IS THE NORTH-SOUTH CENTER 1/4 SECTION LINE OF SECTION 23, AS SHOWN ON THE PARCEL MAP RECORDED AS PLAT NO. 1912, CARSON CITY RECORDS.

JAMES P. RADIOAN, C.E., BILL DATE

32968

206 South Minnesota Street Carson City, Nevada 89703 * (775) 883-6595 * FAX (775) 883-6582





ADJUSTED ASSESSOR'S PARCEL NUMBER 10-091-09

DESCRIPTION OF ADJUSTED APN 10-091-09, BEING A PORTION OF SECTION 23, T.15N., R.20E., M.D.B.& M., CARSON CITY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 23; THENCE NORTH 501.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE S. 87° 36′ 10″ W., 435.53 FEET; THENCE ON A CURVE TO THE RIGHT WITH RADIUS OF 1567.57 FEET, CENTRAL ANGLE OF 06° 09′ 07″ AND ARC LENGTH OF 168.31 FEET; THENCE ON A CURVE TO THE LEFT WITH RADIUS OF 198.13 FEET, CENTRAL ANGLE OF 29° 34′ 36″ AND ARC LENGTH OF 102.28 FEET; THENCE N. 49° 50′ 51″ E., 134.58 FEET; THENCE N. 42° 54′ 15″ E., 45.82 FEET; THENCE N. 32° 31′ 29″ E., 98.74 FEET; THENCE N. 28° 45′ 29″ E., 83.22 FEET; THENCE N. 24° 52′ 06″ E., 142.18 FEET; THENCE S. 89° 58′ 54″ E., 530.70 FEET; THENCE S. 00° 00′ 00″ W., 150.76 FEET; THENCE N. 89° 58′ 54″ W., 231.09 FEET; THENCE N. 00° 34′ 05″ E., 22.07 FEET; THENCE S. 89° 58′ 02″ W., 216.15 FEET; THENCE S. 22° 33′ 33″ W., 187.14 FEET; THENCE N. 89° 59′ 15″ W., 111.72 FEET; THENCE S. 00° 00′ 00″ W., 60.00 FEET; THENCE S. 00° 00′ 00″ W., 129.78 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3.33 ACRES MORE OR LESS.

BASIS OF BEARINGS: THE BASIS OF BEARINGS IS THE NORTH-SOUTH CENTER 1/4 SECTION LINE OF SECTION 23, AS SHOWN ON THE PARCEL MAP RECORDED AS PLAT NO. 1912, CARSON CITY RECORDS.

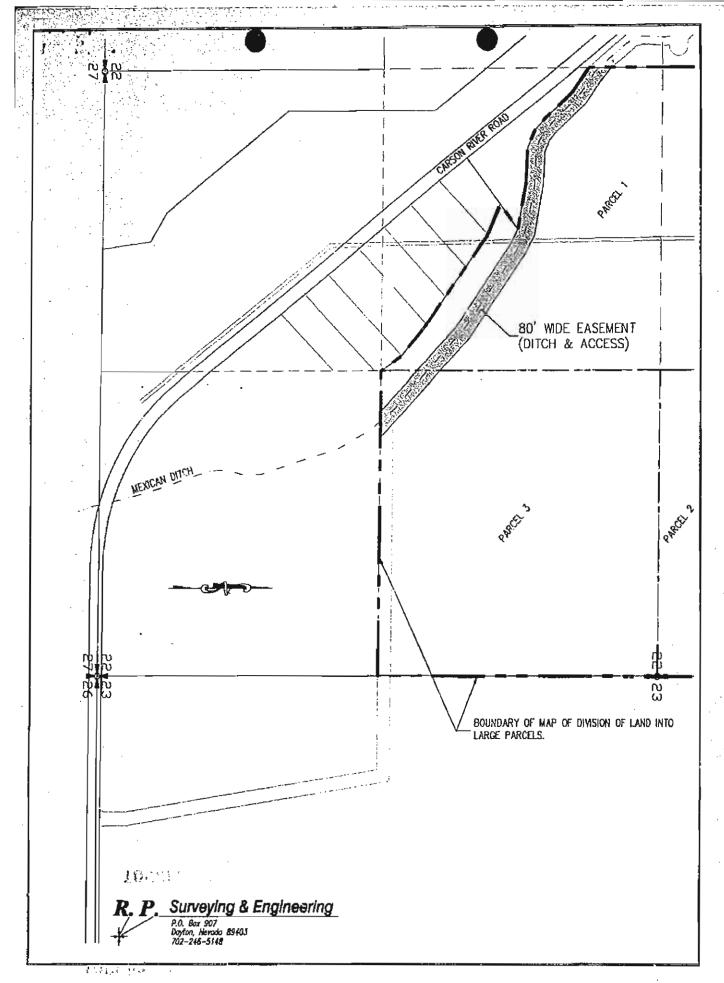
JAMES P. HALPAN, ELE-30-65 S. A. DATE

ENGINEER'S FILE NO. L-99/00-1

2 DEDICATION FOR EASEMENT

- 3 FROM: Bob Andersen, Kae Jarrard, & James A. Jarrard
- 4 TO: Carson City, State of Nevada
- 5 A portion of the SE 1/4 of Section 22, T. 15 N., R. 20 E., M.D.B. & M.
- 6 We, the undersigned, in consideration of one dollar and other good and valuable
- 7 considerations, hereby dedicate to CARSON CITY, a political subdivision of the State of
- 8 Nevada, an easement for the following purpose: In favor of the public, for the use and
- 9 maintenance of The Mexican Ditch Trail, for Non-exclusive access, and for operation
- ii and maintenance of the Mexican Ditch, over and accross property owned by us or in
- 11 which we have a vested interest.
- 12 SAID EASEMENT is particularly described as follows, to wit:
- 13 **BEGINNING** at a point from which the center of Section 22 bears N 00° 02' 09" W, a
- 14 distance of 244.65 ft.;
- 15 Thence, S 48° 34' 47" E, a distance of 77.84 ft.;
- 16 Thence, S 53° 14' 25" E, a distance of 127.61 ft.;
- 17 Thence, S 42° 18' 30" E, a distance of 172.88 ft.;
- 18 Thence, S 47° 50' 14" E, a distance of 57.52 ft.;
- 19 Thence, S 67° 13' 26" E, a distance of 57.26 ft.;
- 20 Thence, S 87° 20' 09" E, a distance of 144.42 ft.;
- 21 Thence, S 79° 30' 45" E, a distance of 227.35 ft.;
- 22 Thence, S 61° 33' 22" E, a distance of 89.75 ft.;
- 23 Thence, S 54° 27' 36" E, a distance of 458.60 ft.;
- 24 Thence, \$ 45° 26' 31" E, a distance of 594.62 ft.:
- 25 Thence, N 89° 30' 45" W, a distance of 115.02 ft.;
- 26 Thence, N 45° 26' 31" W, a distance of 505.67 ft.:
- 27 Thence, N 54° 27' 36" W, a distance of 447.33 ft.;
- 28 Thence, N 61° 33' 22" W, a distance of 72.15 ft.;
- 29 Thence, N 79° 30' 45" W, a distance of 209.24 ft.;
- 30 Thence, N 87° 20' 09" W, a distance of 153.14 ft.;
- 31 Thence, N 67° 13' 26" W, a distance of 85.11 ft.:
- 32 Thence, N 47°50′ 14″ W, a distance of 75.05 ft.;
- 33 Thence, N 42° 18' 30" W, a distance of 189.09 ft.;
- 34 Thence, N 53° 14' 25" W, a distance of 132.97 ft.:
- 35 Thence, N 00° 02' 09" W, a distance of 107.80 ft, to the TRUE POINT OF
- 36 BEGINNING.
- 37 Containing an area of 154,335.43 S.F., or 3.543 Acres, more or less.
- 38 IN WITNESS WHEREOF, we have hereunto set our hands, this 16 day of
- 39 NAUPELDA, 199.9

40 41	Bob Andersen SUSAN DEQUIRE Notary Public - State of Neveds
42 43	STATE OF NEVADA STATE
44	COUNTY OF CARSON CITY
45 46 47	On this November, 1999, personally appeared before me, a Notary Public, Bob Andersen, who acknowledged to me that he executed the foregoing instrument.
48 49	Notary Public
50 51	SUSAN DEGUIRE Notary Public - State of Nevada Appointment Recorded in Lyon County
52 53	STATE OF NEVADA : S.S. S.S. S.S. S.S. S.S. S.S. S.S. S
54	COUNTY OF CARSON CITY
55 56 57	On this <u>Notice</u> day of <u>Notice</u> , 199 <u>99</u> personally appeared before me, a Notary Public, Kae Jarrard, who acknowledged to me that she executed the foregoing instrument.
58 59	Notary Public
60	all
61	James A. Jarrard, Jimmie P. Jarrard's Children's Trust
62 63	COUNTY OF SAN DIEGO : S.S.
84	COUNTY OF SAN DIEGO
65 66 67	On this 17th day of November, 1999, personally appeared before me, a Notary Public, James A. Jamard, who acknowledged to me that he executed the foregoing instrument in behalf of the Jimmie P. Jamard's Childrens's Trust.
68 69	Notary Public OFFICIAL SEAL KAREN A. MAGUIRE NOTARY PURUC CALIFORNIA E COMM. HO. 113/477 SAN DIEGO COUNTY MY COMM. EXP. MAY 13, 2001



AT THE REQUEST OF SOLO AT THE REQUEST OF DEC 21 P2 153

FILE NO.

ALAN GLOVER
CARSON CITY RECORDER
FEES COUP.

¥548

243501

APN 10-071-24

- l When Recorded, return to:
- 2 Kae Jarrard
- 3 4900 Carson River Road
- 4 Carson City, Nevada 89701

GRANT OF EASEMENT DEED

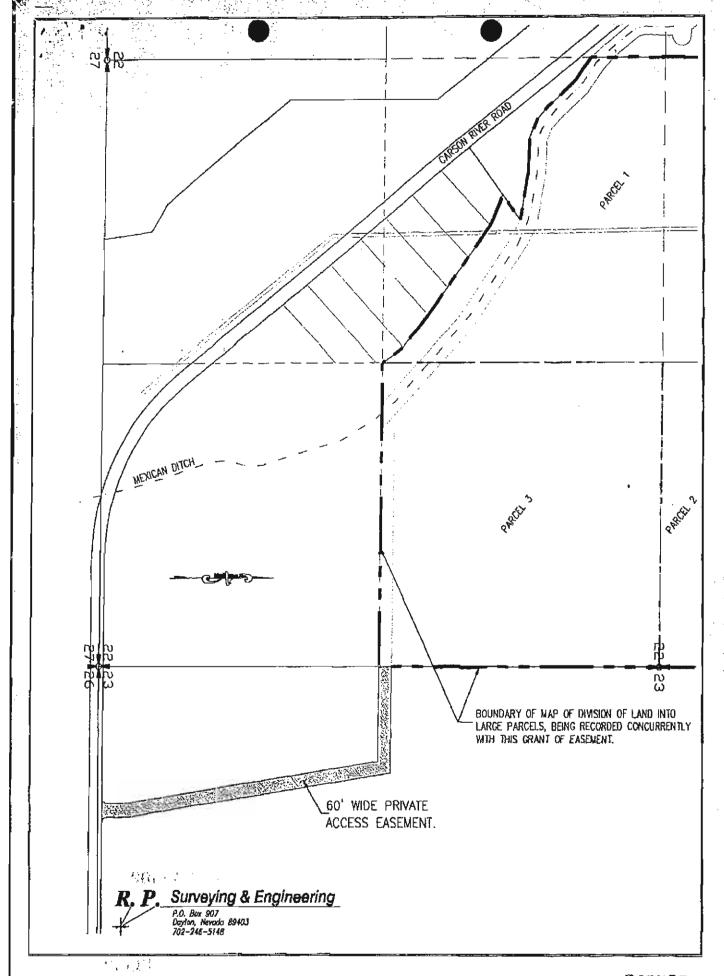
- 6 From: Bob Andersen, Kae Jarrard, & James A. Jarrard (Grantors),
- 7 To: Bob Andersen, Kae Jarrard, & James A. Jarrard (Grantees)
- 8 THIS DEED, made this / day of November, 1999 between
- Bob Andersen, Kae Jarrard, and James A. Jarrard, hereinafter called GRANTORS, and
- Bob Andersen, Kae Jarrard, and James A. Jarrard, hereinafter called GRANTEES;

11 WITNESSETH:

- 12 That the grantors, for and in consideration of the sum of Tcn Dollars (\$10.00), lawful money of the United
- 13 States of America, and other good and valuable consideration to them in hand paid by the grantees, the receipt
- 14 whereof is hereby acknowledged, do by these presents hereby grant and convey to the grantees, and to the
- 15 survivors of the grantees, and to the heirs and assigns of such survivors forever, a perpetual easement for
- 16 access, for purposes of ingress and egress to parcels owned by the Grantees, said parcels having been created by
- 17 that certain Map of Division of Land into Large Parcels being recorded concurrently with this instrument, on
- and accross lands owned by us, or in which we have a vested interest, particularly described as follows:
- 19 A Parcel of Land situate in the Southwest 1/4 of Section 23, T. 15 N., R. 20 E., M.D.B.& M., Carson City,
- 20 Nevada, described as follows;
- +21 BEGINNING at a point on the Northerly Right-of-Way line of Carson River Road, from which point the
- 22 Section corner common to Sections 22,23,26 & 27 bears \$ 88° 17' 52" W, a distance of 570.92 ft.;
- 23 Thence, along the arc of a curve to the left, from a tangent which bears S 89° 43' 50" E, through a central angle
- 24 of 91° 12' 13", having a radius of 25,00', an arc length of 39.79', and a chord which bears N 44° 40' 03" E, a
- 25 distance of 35.72 ft.;
- 26 Thence, N 00° 56' 03" W, a distance of 102.53 ft.;
- 27 Thence, N 08° 52' 45" W, a distance of 1187,98 ft.;
- 28 Thence, N 89° 30' 45" W, a distance of 408.64 ft., to the Southwest corner of "Parcel 3", as shown on the
- 29 abovementioned Map of Division of Land into Large Parcels;
- 30 Thence, N 00° 05' 31" E, a distance of 60,00 ft.;
- 31 Thence, S 89° 30' 45" E, a distance of 459.96 ft.;
- 32 Thence, \$ 08° 52' 45" E, a distance of 1243.06 ft.;
- 33 Thence, S 00° 56' 03" E, A distance of 109.01 ft.:
- 34 Thence, along the arc of a curve to the left, through a central angle of 88° 47' 47", having a radius of 25.00 ft.,
- an arc length of 38.74 ft., and a chord bearing S 45° 19' 57" E, a distance of 34.98 ft. to a point on the
- 36 Northerly Right of Way line of Carson River Road;
- 77 Thence, along said Northerly Right of Way line, N 89° 43' 50" W. A distance of 110.02 ft., to the TRUE
- 38 POINT OF BEGINNING.
- 39 Containing an area of 107,104.63 SF, or 2.459 Acres, more or less.
- 40 The basis of bearings for this description is the line common to Sections 22 & 23, the bearing of said line being
- 41 N 00° 01' 46" E.

	•	
43 44	Bob Andersen	SUSAN DEGUIRE Notery Public - State of Neveda
45 46	STATE OF NEVADA : S.S.	Appointment Recorded in Lyon County 98-4425-12 My Appointment Expires Ang. 12, 2002
47	COUNTY OF CARSON CITY	
48	On this lat day of november, 1999, I	personally appeared before me, a Notary Public, Bob
49	Andersen, who acknowledged to me that he execu	ited the foregoing instrument.
50 51	Sugar Deline Notary Public	
•		
52	Lasi andal	
53	Kae Jarrard	BUSAN DEGUIRE Notary Public - State of Nevada
54	STATE OF NEVADA	Appointment Recorded to Lyon County
55	}: S.S.	98-4425-12 My Appointment Expires Aug. 12,2002
56	COUNTY OF CARSON CITY	
57		personally appeared before me, a Notary Public, Kae Jarrard,
58	who acknowledged to me that she executed the for	regoing instrument.
59	Swan Delem	
60	Notary Public	
61	Com to the	
62	James Jarrard, Jimmie P. Jarrard's Children	a's Trust
63	STATE OF CA LIFORNIA	personally appeared before me, a Notary Public, James A.
64): S.S.	
65	COUNTY OF SAN DIEGO	
66	On this 1/ day of November, 1997, p	ersonally appeared before me, a Notary Public, James A.
67	,	d the foregoing instrument in behalf of the Jimmie P. Jarrard's
68	Childrens's Trust.	
เ้ง	Karen a. Magneri	
70	Notary Public ⁰	ASSICIAL SEAL
		OFFICIAL SEAL KAREN A. MAGUIRE
	<u> </u>	NOTARY PUBLIC CAUFORNIA S
	37	SAN DIEGO COUNTY MY COMM. EXP. MAY 13, 2001
	3	

IN WITNESS WHEREOF, the grantors have executed this instrument the day and year first above written.



BOO AND SON 99 DEC 21 P2:53

FILE HO. 243502
ALAN GLOVER
CARSON CITY RECORDER
FEES 1 100EP.

4548

R.P.T.T.	\$	301,60	-	
Rull Va	lue	2		

ESCROW NO. 99022409

GRANT, BARGAIN and SALE DEED

THIS INDENTURE WITNESSETH: That KAE JARRARD; ROBERT "BOBBLE" ANDERSEN, AND JAMES ALLEN JARRARD, TRUSTEE OF THE JIMMY PETE JARRARD CHILDREN'S TRUST DATED JUNE 10, 1993

in consideration of \$10.00, the receipt of which is hereby seknowledged, does hereby Grant, Bargain Sell and Convey to JAMES ALLEN JARRARD TRUSTEE OF THE JIMMIE PETE JARRARD CHILDREN'S TRUST DATED JUNE 10, 1993 AS TO AN UNDIVIDED THREE FOURTHS INTEREST AND KAE JARRARD AS TO AN UNDIVIDED ONE FOURTH INTEREST AS TENANTS IN COMMON

and to the heirs and assigns of such Granted forever, all that test properly situated in the CARSON CITY State of Nevada; bounded and described as follows: County of

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

Together with all and singular the tenements, heredituments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, temsinders, renis, issues or profits thereof.

DATE: January 27, 2000

JARRARD,

STATE OF CALIFORNIA

This instrument was acknowledged before me or by, JAMES ALLEN JARRAD

(This area above for official notarial seal)

OFFICIAL SEA

Signature

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

Kae Jarrard 4900 Carson River Road Carson City, Nevada 89701

State of _ Nevada -	
그리 말에 다쳤다. 했는 바람이네요 그	
County of Carson City	을 하는데 하는데 그 그 이번 게 다른 수 없었다.
	forc mt, a Notary Public
DATE	NAME, TITLE OF OFFICER - E.C., VANE DOS, NOTARY PUBLIC
personally appeared Kae Jarrard	and Robert "Bobbie" Andersen NAME(S) OF SICHER(S)
XXX	
Effersonally known to me - OR - G proved	to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
······	me that he/she/they executed the same in his/her/their
D. VON STETINA	authorized capacity(ics), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
Notary Public - State of Novada Appointment recorded in County of Douglas	the person(s) acted, executed the instrument.
92-0741-5 My Appointment Expires Feb. 05, 2000	WITNESS my hand-and official seal. 10 , MIO 1.
······	VILLA I I MOHITALL
	SIGNATUREOF NOTARY
•	
	DESCRIPTION OF ATTACHED DOCUMENT
	Deed DESCRIPTION OF DOCUMENT (OPTIONAL)
State of	
County of	
On bel	ore me,
DATE	MANE, TITLE OF OFFICER — E.G., "IANE DOE, NOTARY PUBLIC"
personally appeared	NAME(S) OF SIGNER(S)
☐ personally known to me - OR - ☐ proved	to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
	me that he/she/they executed the same in his/her/their
	authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which
턴 (1946년 - 1947년 - 19	the person(s) noted, executed the instrument.
第二人 第二人	WITNESS my hand and official seal.
	11111120 my mand and difficial scal.
	SIGNATURE OF NUTARY
	DESCRIPTION OF ATTACHED DOCUMENT
	DESCRIPTION OF DOCUMENT (OFFICE)
	DESCRIPTION OF DOCUMENT (OPTIONAL)
(Rev. 3194)	23.4720

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of CARSON CITY, described as follows:

PARCEL A:

Parcel 3, as set forth on that certain Map of Division of Land into large parcels for the DONALD ANDERSEN TRUST, and JIMMIE PETE JARRARDS CHILDREN'S TRUST located within the East 1/2 of Section 22, Township 15 North, Range 20 East, M.D.B. & M., filed for record in the Office of the Carson City Recorder, State of Nevada, on December 21, 1999, in Book 8, at Page 2342, as Document No. 243503.

RESERVING therefrom an easement over the Southerly 60 feet as shown and delineated on said Parcel Map 2342 as "60 foot wide Private Access Easement". Said easement is hereby declared to be appurtenant to an for the benefit of the Grantor's remaining lands.

PARCEL B:

A Perpetual Easement for access, for purposes of ingress and egress over, under, along and across a parcel of land situate in the Southwest 1/4 of Section 23, Township 15 North, Range 20 East, M.D.B. & M., Carson City, Nevada, and more particularly described as follows:

BEGINNING at a point on the Northerly Right-of-Way line of Carson River Road, from which point the Section corner common to Sections 22, 23, 26 & 27 bears South 88°17'52" West, a distance of 570.92 feet;

Thence, along the arc of a curve to the left, from a tangent which bears South 89°43′50" East, through a central angle of 91°12′13", having a radius of 25.00 feet, an arc length of 39.79 feet, and a chord which bears North 44°40′03" East, a distance of 35.72 feet; thence, North 90°56′03" West, a distance of 102.53 feet; thence, North 08°52′45" West, a distance of 1187.98 feet; thence North 89°30′45" West, a distance of 408.64 feet, to the Southwest corner of Parcel 3, as shown on the abovementioned Map of Division of Land into Large Parcels; thence, North 90°05′31" East, a distance of 459.96 feet; thence South 89°30′45" East, a distance of 459.96 feet; thence South 88°52′45" East, a distance of 1243.06 feet; Continued on next page

thence, South 00°56'03" East, a distance of 109.01 feet; thence, along the arc of a curve to the left, through a central angle of 88°47'47", having a radius of 25.00 feet, an arc length of 38.74 feet, and a chord bearing South 45°19'57" East, a distance of 34.98 feet to a point on the Northerly Right of Way line of Carson River Road; thence, along said Northerly Right of Way line, North 89°43'50" West, a distance of 110.02 feet, to the TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 010-071-27

-2-

FILED FOR RECORD:

STEWART TITLE OF CARSON CITY OF JAN 28 P3:01

FILE NO. 211722
ALAN GLOVER
CARSON CITY RECORDER
FEES JON DEP. 1921

STATE OF NEVADA DECLARATION OF VALUE

١.	Assessor Parcel Number(s): a) 010 - 071 - 27 b) c) d)	
2.	Type of Property: a) XX	Book: Page: Date of Recording: JAN 2 8 2008
3.	Total Value/Sales Price of Property	Notes:
	Deduct Assumed Liens and/or Encumbrances:	s()
	Provide recording information: Doc/Instrument No.:	Book:Page:
	Transfer Tax Value per NRS 375.010, Section 2:	\$ 232,000.00
	Real Property Transfer Tax Duc:	S
4.	If Exemption Claimed:	255.20
	If Exemption Claimed: a. Transfer Tax Exemption, per NRS 375.090, Section:	4640
	b. Explain Reason for Exemption:	
Th 37.	Partial Interest: Percentage being transferred: c undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowled and NRS 375.110, that the information provided is correct	owledges, under penalty of perjury, pursuant to NRS to the best of their information and belief, and can
agr	supported by documentation if called upon to substantiate the in ree that disallowance of any claimed exemption or other determine 10% of the tax due plus interest at 1 1/2% per month. Pursuant d severally liable for any additional amount owed.	nation of additional tax due, may result in a penalty to NRS 375,030, the Buyer and Seller shall be jointly
Pri Ad Cit Te	SELLER (GRANTOR) INFORMATION ler Signature: Color School Color Color School Color Colo	BUYER (GRANTE) INFORMATION Buyer Signature: Print Name: JUNIMMY PETE JARRARD Address: City/State/Zip: Qr Sim City I Arguet Telephone: 80701 Capacity: 1240CCC
	COMPANY REQUESTIN	G RECORDING
Co	mpany Name: STEWARF TITLE OF Carson City	Escrow No.: 99022409
	(AS A PUBLIC RECORD THIS FORM MAY B	E RECORDED/MICROFILMED)

Robert L. Andersen 502 E. Caroline Street Return to:

Cirson City, Nevada 89701 EASEMENT DEED

JAMES ALLEN JARRARD TRUSTEE OF THE JIMMY PETE JARRARD CHILDREN'S TRUST DATED JUNE 10, 1993 AND KAE JARRARD

ROBERT L. ANDERSEN, as Trustee of the Robert Lorin Andersen Trust TO: dated March 15, 1992

THIS DEED, made this 19th day of January, 2000, between James Allen Jarrard Trustee of the Jamey Pete Jarrard Children's Trust dated June 10, 1993 and Kas Jarrard, hereinafter called GRANTORS, and Robert L. Andersen hereinafter called GRANTEE;

010-071-27

WITNESSETH:

That the grantors, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration to them in hand paid by the grantees, the receipt whereof is hereby acknowledged, do by these presents hereby grant and convey to the grantees, and to the survivors of the grantees, and to the heirs and assigns of such survivors forever, a perpetual easement for access, for purposes of ingress and egress to parcels owned by the Grantees, said parcel having been created by that certain Map of Division of Land into Large Parcels recorded as File #243503, on December 21st, 1999, on and across lands owned by us, or in which we have a vested interest, particularly. described as follows:

A Parcel of Land situate in the Southwest 1/4 of Section 23, T. 15N., R. 20 E., M.D.B.& M., Carson City, Nevada, described as follows:

A 60 ft. wide strip of land across the Southwest corner of Parcel 3, also known as A.P.N. 10-071-27, said parcel having been created by that certain Map of Division of Land into Large Parcels, recorded as File #243503:

BEGINNING at a point on the East line of Parcel 1, from which point the Section corner common to Sections 22,23,26 & 27 bears 8 37 56' 18" E, a distance of 2154.34 ft.:

Thence, S 45 26' 31"E, a distance of 439.45 ft., to a point;

Thence, N 89 30' 45" W, a distance of 86.26 ft., to a point on the Northeasterly line of the 80 ft. wide Ditch and Access Easement shown on the Map of Division of Land into Large Parcels, recorded as File #243503;

Thence, along said Northeasterly line, N 45 26' 31" W, a distance of 318.45 ft., to a point on the East line of Parcel 1, as shown on the abovementioned Map of Division of Land into Large Parcels;

Thence, along said East line, N 00 01'41" E, a distance of 84.17 ft., to the TRUE POINT OF BEGINNING.

200 1000

Said Easement is hereby declared to be appurtenant to and for the benefit of Parcel 1 of said Parcel Map #2342.

JARRARD

LLEN JARRARD, TRUSTEE

State ofNevada	
A CARLON CARDO	
County of Carson City	
On January 20, 2000 before mc,	Dana Von Stetina NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC
DATE	NAME, THE OF OFFICER ~ E.O., LANG LOSE, NOTICE FOR THE
personally appeared Kae Jarrard	
,	NAME(S) OF SIGNER(S)
D. VON STETIVA Notary Public - State of Nevada Appointment Expires Feb. 05, 2000 92-0741-5	is a subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. SIGNATURE OF HOTARY DESCRIPTION OF ATTACHED DOCUMENT
	Grant of Easement Deed
	DESCRIPTION OF DOCUMENT (OPTIONAL)
<i>5</i> 9	
County of SAN DIEGO On January 25,2000 before me,	KAREN A. MAGUIRE, NOTARY PUBLIC
,	
personally appeared <u>JAMES ALLEN JARRAR</u>	D NAME(S) OF SIGNER(S)
OFFICIAL SEAL KAREN A. MAGUIRE KAREN A. MAGUIRE COMM. NO. 1137477 SAN DIEGO COUNTY MY COMM. EXP. MAY 13, 2001	ne basis of satisfactory evidence to be the person(s) whose name(s) is lare subscribed to the within instrument and acknowledged to me that the sherthey executed the same in his her their authorized capacity(ies), and that by his ther their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Grant of Easement Deed Them I. Waguing SIGNATURE OF NOTARY DESCRIPTION OF ATTACHED DOCUMENT
	GRANT OF EASEMENT DEW
	DESCRIPTION OF DOCUMENT (OPTIONAL)

T-721 (Rev. 3/94)

ų.

A CONTRACTOR OF THE STATE OF TH

244724

FILED FOR RECORD AT THE REQUEST OF

STEWART TITLE OF CARSON CITY 100 JAN 28 P.3:03

FILE NO. 2:1-1724
ALAN GLOVER
CARSON CITY RECORDER
FEES GOODEP DH

43.74.0

State of Nevada Declaration of Value

1. Assessor Parcel Number(s) _m 1 . 2 2		•	
1. Assessor Parcel Number				
b)		•		
· · · c)				
, — —		FOR RECORDE	RS OPTIONAL USE C	NLY
2. Type of Property: a) Mx Vacant Land	b) O Single Fam. Res.	Document/Instrument#:	244724	
c) Condo/Twnhse	d) [2-4 Plex	Book:	Page:	
e) 🗆 Apt. Bldg.	f) Comml/Indl	Book: Date of Recording:	JAN 28 LUUR	1
g) 🗆 Agricultural	h) O Mobile Home	Notes:		
g 🗆 Other				
3. Total Value/Sales Price of	Property:	\$		
Deduct Assumed Liens an	d/or Encumbrances:	()	
(Provide record	ing information: Doc/Instrume	rt#:Book_	Page:	.)
4. Transfer Tax Value per NI	RS 375.010, Section 2:	\$		
Real Property Transfer Tax	x Due:	\$		
If Exemption Claimed	<u>l:</u>	.	•	
	on, per NRS 375.090, Section	:		
•	kemption:			
o. Explini Reason tot 2.				∵.
5. Partial Interest: Percentage	being transferred:			·.
NRS 375.110, that the information called upon to substantiale the information of additional content of additio	lor)/Buyer (Grantee), declares and on provided is correct to the best of allormation provided herein. Furthers at lax due, may result in a penalty of Seller shall be jointly and sev	their information and belief, and c more, the parties agree that disall of 10% of the tax due plus intere	an be supported by doc owance of any claimed e st at 1 1/2% per month.	umenlatior exemplion,
SELLER INTAN	(UR) INFORMATION	BUYER (GRANT	EE) INFORMATIO	<u>N</u>
Seller Signature: Aal	Jargand	Buyer Signature;		
Print Name:	Tanand	Print Name:		5.
Address: HODO	EUISM RIVARIZE	Address:		
City: Carsy	City			
State:	Zip: 89701	City:		
	. 41p	State:	,	
Telephone: ()	diration	Telephone: ()		
Capacity:	VINIMIA	'Capacity:		
•		STING RECORDING		***
Co. Name: Stewart Tit	le of Carson City	Esc.#;	99022409	
	(AS A PUBLIC RECORD THIS EXE	M MAY BE DECORDED/MICROEU	ueni	·

APNAPN			Car	SON (LA 2009 JUL -	AM 8: 04 391205 GLOVER Y RECORDER
		,	FOR RECORDI	ER'S USE ONLY	
	L		· OKIGOORDI		· · · · · · · · · · · · · · · · · · ·
				au runt or	t pinacie
TITLE OF DOCUMENT:	2009/10	HISTORICA	L & AGRIC	CULTURAL DE	- PARCELS
			•		
		:			
	•				
WHEN RECORDED MAIL TO:					
CARSON CITY ASSESSOR'S OFFICE		_			
201 N CARSON STREET, STE 6		_			

CARSON CITY, NV 89701

FISCAL YEAR 2009/10 CLASSIFIED (AG) LANDS JULY 1, 2009

Page 1

90,00	20.70	00000	100000000000000000000000000000000000000					-	
80.78	25.78	89703-0000	CARSON CITY NV 89703-0000		SCHULZ INVESTMENTS	SCHULZ INVESTMENTS	007-051-09 AG LANDS	007-051-	600
4,00	4.00	89703-0000	CARSON CITY, NV 89703-0000	161 PLANTATION DR	MTK PROPERTIES LLC	010-041-16 AG LANDS MTK PROPERTIES LLC	16 AG LANDS	010-041	600
	2.60	89701-0000	CARSON CITY, NV 89701-0000	1840 E FIFTH ST	LOMPA RES TR I &LOMPA RES TR II	010-041-34 AG LANDS LOMPA RES TR I &LOMPA RES TR II	34 AG LANDS	010-041-	8
10.90	10.90	89702-0000	CARSON CITY, NV 89702-0000	P O BOX 25	JOOST LAND & CATTLE CO, INC	007-573-03 AG LANDS JOOST LAND & CATTLE CO, INC	O3 AG LANDS	007-573	800
5.45	5.46	89702-0000	CARSON CITY, NV 89702-0000	P 0 BOX 25	JOOST LAND & CATTLE CO, INC	007-572-01 AG LANDS JOOST LAND & CATTLE CO, INC	01 AG LANDS	007-572-	600
1571-1571	76.71	89702-0000	CARSON CITY, NV 89702-0000	P O BOX 25	JOOST LAND & CATTLE CO, INC	007-101-51 AG LANDS JOOST LAND & CATTLE CO, INC	51 AG LANDS	007-101-	602
70.35	70.35	89702-0000	CARSON CITY, NV 89702-0000	P 0 BOX 25	JOOST LAND & CATTLE CO, INC	007-061-13 AG LANDS JOOST LAND & CATTLE CO, INC	13 AG LANDS	007-061-	800
25.70	25.70	89706-0000	CARSON CITY, NV	121 ARROWHEAD DR	JARRARD, J P TR & JARRARD, K TR	010-021-58 AG LANDS JARRARD, J P TR & JARRARD, K TR	58 AG LANDS	010-021-	600
256,00	257,00	89706-0000	CARSON CITY, NV 89706-0000	121 ARROWHEAD DR	JARRARD, J P TR & JARRARD, K TR	010-021-47 AG LANDS JARRARD, J P TR & JARRARD, K TR	47 AG LANDS	010-021-	602
1.00	1.00	89706-0000	CARSON CITY, NV	121 ARROWHEAD DR	JARRARD, J P TR & JARRARD, K TR	JARRARD, J P TR & JARRARD, K TR	010-021-46 AG LANDS	010-021-	600
40.29	40.29	89706-0000	CARSON CITY, NV 89706-0000	121 ARROWHEAD DR	JARRARD, J P CHILDRENS TR ET AL	010-071-27 AG LANDS JARRARD, J P CHILDRENS TR ET AL	27 AG LANDS	010-071-	600
71.49	71.49	89706-0000	CARSON CITY, NV 89706-0000	121 ARROWHEAD DR	JARRARD, J P CHILDRENS TR ET AL	010-071-28 AG LANDS JARRARD, J P CHILDRENS TR ET AL	28 AG LANDS	010-071-	600
18.95	18.95	89703-0000	CARSON CITY, NV 89703-0000	3300 KINGS CANYON RD	HAMILTON, WESLEY F	007-082-01 AG LANDS HAMILTON, WESLEY F	01 AG LANDS	007-082-	600
\$2.70	13.70	89703-0000	CARSON CITY, NV	3300 KINGS CANYON RD	HAMILTON, WESLEY F	007-081-30 AG LANDS HAMILTON, WESLEY F	30 AG LANDS	007-081-	602
27.42	27.42	89703-0000	CARSON CITY, NV	3300 KINGS CANYON RD	HAMILTON, WESLEY F	007-061-22 AG LANDS HAMILTON, WESLEY F	22 AG LANDS	007-061-	600
40.00	40.00	89511-9077	RENO, NV	15925 CASWELL LN	FAGEN, WILLIAM MICHAEL 2005 TR	007-051-84 AG LANDS FAGEN, WILLIAM MICHAEL 2005 TR	84 AG LANDS	007-051-	600
40.00	40.00	89511-9077	RENO, NV	15925 CASWELL LN	FAGEN, WILLIAM MICHAEL 2005 TR	FAGEN, WILLIAM MICHAEL 2005 TR	007-051-83 AG LANDS	007-051-	600
121.00	121.00	89511-9077	RENO, NV	15925 CASWELL LN	FAGEN, WILLIAM MICHAEL 2005 TR	FAGEN, WILLIAM MICHAEL 2005 TR	007-051-82 AG LANDS	007-051-	605
0.89	0.89	89701-0000	CARSON CITY, NV	3261 CONTE DR	D & S L V LLC & L/C HOLDINGS LL	D & S L V LLC & L/C HOLDINGS LL	010-051-35 AG LANDS	010-061	600
71.84	71.84	89701-0000	CARSON CITY, NV	3261 CONTE DR	D & S L V LLC & UC HOLDINGS LL	D & S L V LLC & L/C HOLDINGS LL	AG LANDS	010-041-62	600
161.80	161.80	89701-0000	CARSON CITY, NV	3261 CONTE DR	D & S L V LLC & L/C HOLDINGS LL	D & S L V LLC & L/C HOLDINGS LL	AG LANDS	010-041-57	600
13.29	13.29	89701-0000	CARSON CITY, NV	3261 CONTE DR	D & S L V LLC & L/C HOLDINGS LL	D & S L V LLC & L/C HOLDINGS LL	AG LANDS	010-041-52	600
17.31	17.31	89701-0000	CARSON CITY, NV	3261 CONTE DR	D & S L V ŁŁC & L/C HOLDINGS LL	D & S L V LLC & L/C HOLDINGS LL	AG LANDS	010-041-38	600
6.93	6.93	89701-0000	CARSON CITY, NV	3261 CONTE DR	D & S L V LLC & L/C HOLDINGS LL	D&SLVLLC&L/CHOLDINGSLL	AG LANDS	010-041-36	600
30,000	5,43	89701-0000	CARSON CITY, NV	3261 CONTE DR	D&SLVLLC&L/CHOLDINGSLL	D & S L V LLC & L/C HOLDINGS LL	AG LANDS	010-041-35	602
3.72	3.72	89701-0000	CARSON CITY, NV	3281 CONTE DR	D & S L V LLC & L/C HOLDINGS LL	D & S L V LLC & L/C HOLDINGS LL	AG LANDS	010-041-29	008
4,19	4.18	89701-0000	CARSON CITY, NV	1840 E FIFTH ST	D&SL111, LLC	D&SLIII, LLC	010-051-47 AG LANDS	010-051-	800
4.78	4.78	89701-0000	CARSON CITY, NV	1840 E FIFTH ST	D&SLIII, LLC	D&SLIII, LLC	AG LANDS	010-051-46	600
はは、世界を	67.43	89702-0000	CARSON CITY, NV	P O BOX 3317	BELL, MICHAEL & BUCHANAN, LINDA	BELL, MICHAEL & BUCHANAN, LINDA	AG LANDS	010-032-23	602
98.84 EE	80.66	89702-0000	CARSON CITY, NV	P O BOX 1746	ANDERSEN FAMILY ASSOCIATES	ANDERSEN FAMILY ASSOCIATES	AG LANDS	009-012-02	602
16.00	16.00	89702-0000	CARSON CITY, NV	P O BOX 1746	ANDERSEN FAMILY ASSOCIATES	ANDERSEN FAMILY ASSOCIATES	AG LANDS	007-573-05	600
23,93	23.93	89702-0000	CARSON CITY, NV	P O BOX 1746	ANDERSEN FAMILY ASSOCIATES	ANDERSEN FAMILY ASSOCIATES	AG LANDS	007-573-04	600
7.83	7.83	89702-0000	CARSON CITY, NV	P O BOX 1746	ANDERSEN FAMILY ASSOCIATES	ANDERSEN FAMILY ASSOCIATES	AG LANDS	001-131-01	600
This county and the state of th	200							<u> </u>	
(0)(0)(0)(0)	Acies	Constitution	Citato	Authors (a seem to a			Traction of	T ST
					Name			Number	Carlo
Aq	Total	ZIP	City	Malling	Assessed Owners	Legal Owner	Status	Parcel	Land Use

Pursuant to NRS 361.A. The approved ag. real property parcels are being valued for their agricultural use. Deferred taxes will become due on each parcel if converted to a higher use. Parcels may be subject to tax liens for undermined amounts.

Parcel Stafus Lagal Owner Accessed Owners Mains Mains City Zip Total Ag. Number 5 4 1 Accessed Owners Marin Address Stafu Cods Acres Acres Number 5 4 Acres Acres Acres Acres Acres Acres 007-051-19 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 42.73 42.73 007-051-70 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 42.73 42.73 007-051-72 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 17.25 42.73 007-051-72 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 17.25 17.25 007-051-72 AG LANDS THE OLD WOODS RANCH LIC & ET AL THE OLD WOODS RANCH LIC & ET AL <th></th> <th></th> <th>d)</th> <th>(Residences on Ag. Land)</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th>			d)	(Residences on Ag. Land)						
Status Legal Owner Assessed Owners Mailing City Zip Votal Agusta A	5.26			Difference:						
Status Lagal Owner Assessed Owners Assessed Owners Accessed Owners Acces	1924.89	1930.15		Total Acres:					40 Parcels	
Status Logal Owner Assessed Owners Assessed Owners Assessed Owners Address State City Zip Total Ag.										
Status Legal Owner Assessed Owners Mailing City Zip Total Ag.										
Statius Legal Owner Assessed Owners Mailing City Code Code Acres Acres	50.17	50.17	89703-0000	CARSON CITY, NV	6 MILLER WY	THE OLD WOODS RANCH LLC & ET AL	THE OLD WOODS RANCH LLC & ET AL	AG LANDS	007-051-79	600
Statius Legal Owner Assessed Owners Mailing City Zip Total Ag. 1-25 ACRESON CITY, NV BY03-0000 42.73 1-25 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 42.73 1-71 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 42.73 1-72 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 17.25 1-72 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 17.25 1-72 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 17.25	80,00	80.00	89703-0000	CARSON CITY NV	6 MILLER WY	THE OLD WOODS RANCH LLC & ET AL	THE OLD WOODS RANCH LLC & ET AL	AG LANDS	007-051-12	605
Status Legal Owner Assessed Owners Mailing City Zip Total Ag.	32.68	32.68	89703-0000	CARSON CITY, NV	207 N IRIS ST	SCHULZ INVESTMENTS	SCHULZ INVESTMENTS	AG LANDS	007-051-72	600
Status Legal Owner Assessed Owners Malking City Zip Total Ag 1-1-19 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 38.95 1-1-25 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 42.73 1-7-10 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 275.09 2	17.25	17.25	89703-0000		207 N IRIS ST	SCHULZ INVESTMENTS	SCHULZ INVESTMENTS		007-051-71	600
Status Legal Owner Assessed Owners Malking City Zip Total Ag. 1-19 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 38.95 1-1-25 AG LANDS SCHULZ INVESTMENTS SCHULZ INVESTMENTS 207 N IRIS ST CARSON CITY, NV 89703-0000 42.73	275.09	275.09	89703-0000		207 N IRIS ST	SCHULZ INVESTMENTS	SCHULZ INVESTMENTS		007-051-70	600
Statius Legal Owner Assessed Owners Mailing City Zip Total Ag. 1 Address State State Code Acres of A	42.73	42.73	89703-0000	CARSON CITY, NV	207 N IRIS ST	SCHULZ INVESTMENTS		AG LANDS	007-051-25	600
Status Legal Owner Assessed Owners Malking City Zip Total A	38,95	38.95	89703-0000		207 N IRIS ST	SCHULZ INVESTMENTS	SCHULZ INVESTMENTS	AG LANDS	007-051-19	600
Status Legal Owner Assessed Owners Malking City Zip Yotal A	il de la company	2								
Status Legal Owner Assessed Owners Mailing City Zip Total A	(Mgh/lghm)									
Legal Owner Assessed Owners Malking City Zip Total	Acroaps	Acres 1		State	Address	Name			Number	Code
	φ				Maiking	Assessed Owners	Legal Owner		Parcei	Land Use

Pursuant to NRS 361.A. The approved ag. real property parcels are being valued for their agricultural use. Deferred taxes will become due on each parcel if converted to a higher use. Parcels may be subject to tax liens for undermined amounts.

FISCAL YEAR 2009/10 HISTORICAL SITES JULY 1, 2009

42,848.00	8 B	89703-0000	CARSON CITY, NV	503 W ROBINSON ST	STAEHLI, JANE C	ROBINSON ST	§ 2	503	1.5	003-232-06	20 20	HISTORICAL
63,274.00		89703-0000	CARSON CITY, NV	502 N DIVISION ST	SMITH DETER I & BATRICIA A C	DIVISION ST	ZZ	1002	1.5	003-23/-04	200	HISTORICAL
77,155.00	-	89703-0000	CARSON CITY, NV	512 N DIVISION ST	SIERRA ACUPUNCTURE & HEALING	DIVISION ST	Z	512	1.5	003-237-03	410	HISTORICAL
40,292.00	&	89703-0000	CARSON CITY, NV	709 S MINNESOTA ST	SELBY, DARREN J	MINNESOTA ST	S	709	1.0	003-106-08	200	HISTORICAL
25,590.00	\$	89703-0000	CARSON CITY, NV	711 W WASHINGTON ST	S C & G V PROPERTIES LLC	WASHINGTON ST	٤	709	1.5	003-272-02	200	HISTORICAL
35,021.00	ŏ \$	95128-0000	SAN JOSE, CA	88 QUAIL HOLLOW DR	PRUETT FAMILY TRUST 6/10/04	CURRY ST	z	402	1.5	003-225-03	400	HISTORICAL
59,523.00)O \$	95128-0000	SAN JOSE, CA	68 QUAIL HOLLOW DR	PRUETT FAMILY TRUST 6/10/04	NEVADA ST	Z	405	1.5	003-225-06	410	HISTORICAL
79,231.00	ŏ \$	89702-0000	CARSON CITY, NV	P 0 BOX 2184	PRATER, NOWLAND R TRUST	MOUNTAIN ST	╁╴	512	1.0	003-241-01	200	HISTORICAL
32,704.00	\$	89703-0000	CARSON CITY, NV	2380 MERRILL RD	PANTER, S & M FAM TRUST 4/28/09	ANN ST	1	313	1.5	001-192-01	410	HISTORICAL
23,828.00	\$	89703-0000	CARSON CITY, NV	206 MOUNTAIN ST	NICHOLSON FAMILY 2003 TRUST	MOUNTAIN ST	-	206	1.0	003-191-08	120	HISTORICAL
40,952,00	\$ 00	89703-0000	CARSON CITY, NV	206 MOUNTAIN ST	NICHOLSON FAMILY 2003 TRUST	MUSSER ST	٤	808	1.0	003-191-07	200	HISTORICAL
61,717.00	\$	89703-0000	CARSON CITY, NV	406 N NEVADA ST	NEVADA TRIAL LAWYERS ASSOC	NEVADA ST	Ž	406	1.5	003-226-03	410	HISTORICAL
31,051.00	\$	89505-0000	RENO, NV	P O BOX 2462	NEVADA MEMORIAL ESTATE PLANS	CURRY ST	z	1614	1.0	001-156-02	410	HISTORICAL
93,948.00	\$	89703-0000	CARSON CITY, NV	406 MOUNTAIN ST	MC LAUGHLIN, JACK & ALLISON	MOUNTAIN ST	\vdash	406	1.0	003-241-06	200	HISTORICAL
94,964.00	\$ 0	89703-0000	CARSON CITY, NV	500 MOUNTAIN ST	MC FADDEN, ROBERT C JR	MOUNTAIN ST		500	1.0	003-241-04	200	HISTORICAL
35,830.00	\$ 0	89701-0000	CARSON CITY, NV	500 N MOUNTAIN ST	MC FADDEN, ROBERT C JR	THOMPSON ST	-	302	1,5	003-133-31	200	HISTORICAL
114,010.00	\$	89703-0000	CARSON CITY, NV	307 W WINNIE LANE SUITE 1	LOPICCOLO INVESTMENTS LLC	CARSON ST	S	310	1,5	003-113-09	430	HISTORICAL
67,488.00	\$ 0	89703-0000	CARSON CITY, NV	308 THOMPSON ST	JAQUETTE, MP REV TR 1/31/05	THOMPSON ST	\vdash	308	1.5	003-133-30	200	HISTORICAL
49,529.00	\$	89703-0000	CARSON CITY, NV	700 W TELEGRAPH ST	HERSEY, PHILIP O	TELEGRAPH ST	1	700	1.5	003-244-02	200	HISTORICAL
30,144.00	$\overline{}$	89703-0000	CARSON CITY, NV	1001 CRAIN ST	HEARD, CARL E	FOURTH ST	٤	311	1.5	003-128-01	200	HISTORICAL
40,130.00	\$	89703-0000	CARSON CITY, NV	408 W ROBINSON	HARRINGTON, JOYCE LYNN REV TR	ROBINSON ST	٤	408	1.5	003-236-01	200	HISTORICAL
30,618.00	\$	89706-0000	CARSON CITY, NV	1401 CAMILLE DR	GLANZMANN FAMILY TRUST	SPEAR ST	٤	502	1.5	003-232-04	200	HISTORICAL
77,386.00	0 \$	89701-0000	CARSON CITY, NV	777 E WILLIAM ST # 104	FARROW FAMILY TRUST 3/31/89	MOUNTAIN ST		310	1.0	003-191-02	200	HISTORICAL
32,375.00	δ.	89701-0000	CARSON CITY, NV	777 E WILLIAM ST # 104	FARROW FAMILY TRUST 3/31/89	MOUNTAIN ST		0	1.0	003-191-03	120	HISTORICAL
129,086.00	δ \$	89703-0000	CARSON CITY, NV	204 N MINNESOTA ST	EDWARDS HOUSE LLC	MINNESOTA ST	z	204	1.5	003-192-09	410	HISTORICAL
40,123.00	ŏ \$	89703-0000	CARSON CITY, NV	214 W KING ST	DE FELICE, ANGELO P & MARY B TR	KING ST	¥	214	1.5	003-215-03	200	HISTORICAL
58,434.00	\$	89703-0000	CARSON CITY, NV	302 N MINNESOTA	COWEE, JOHN C	MINNESOTA ST	z	302	1.5	003-192-22	410	HISTORICAL
51,057.00	о \$1	89703-0000	CARSON CITY, NV	312 MOUNTAIN ST.	COVINGTON FAMILY 2005 TRUST	MOUNTAIN ST		312	1.0	003-191-01	200	HISTORICAL
39,583.00	5	89703-0000	CARSON CITY, NV	506 W SPEAR ST	CHANDLER, KAREN L & EGELSTON, R	SPEAR ST	٤	506	1.5	003-232-01	200	HISTORICAL
45,535,00	\$	89703-0000	CARSON CITY, NV	918 WMUSSER ST	BROOKS, FRANCES 1983 TRUST	ROBINSON ST	۶	604	1.5	003-275-03	200	HISTORICAL
_	\$	89703-0000	CARSON CITY, NV	608 ELIZABETH ST	BRENNEMAN REVOCABLE TR 7/26/06	ELIZABETH ST		608	1.5	003-274-02	320	HISTORICAL
	\$	89703-0000	CARSON CITY, NV	402 S DIVISION ST.	BENSON FAMILY TRUST 9/11/02	DIVISION ST	S	402	1.5	003-128-02	200	HISTORICAL
	\$	89704-0000	CARSON CITY, NV	2270 CHIPMUNK DR	BENGOCHEA LLC	SPEAR ST	٤	204	1.5	003-222-04	430	HISTORICAL
38,162.00 0		89450-0000	INCLINE VILLAGE, NV	P O BOX 8164	AHLSTROM, AMY	NEVADA ST	z	412	1.5	003-226-02	200	HISTORICAL
	Value	Code	State	Address	Name				Dist.	ř	Code	Classification
Net Assessed	Net A	4	city	Pagallipag	CWILDIA	Audiesa	İ	rioperty				

Pursuant to NRS 361.A. The approved historic real property parcels are being valued as historic sites. Deferred taxes will become due on any portion that is converted to higher use. Parcels may be subject to tax liens for undermined amounts.

*

Onen Space	Land Use	Parcel	Tax	Property		Address	Owners	Mailing	City	Zip	Net Assessed
Classification	Code	۽ ا	Dist				Name	Address	State	Code	Value
HISTORICAL	200	003-192-08	1.5	210	Z	MINNESOTA ST	TEEGARDEN, JAMES W REV TRUST	3800 WINTERSET DR	ANCHORAGE AK	98508-5042	\$ 45,672.00
HISTORICAL	200	003-242-04	÷.5	707	٤	ROBINSON ST	THAYER, DONALD G & CATHERINE B	1611 PINOAK LN	CARSON CITY, NV	89703-0000	\$ 67,457.00
HISTORICAL	310	003-275-01	1.5	612	¥	ROBINSON ST	TWEDT FAMILY TRUST 2/2/99	612 W ROBINSON ST	CARSON CITY, NV	89703-0000	\$ 69,438.00
HISTORICAL	\$ 05	003-225-10	1.5	412	z	CURRY ST	VÉRIVE, JENNIFER & CAIN, GARY	412 N CURRY ST	CARSON CITY, NV	88703-4125	\$ 55,221.00
HISTORICAL	320	003-211-03	1.5	312	٤	MUSSER ST	WATERHOUSE, E W & MAUREEN TRUST 312 W MUSSER ST	312 W MUSSER ST	CARSON CITY, NV	89703-0000	\$ 38,593.00
HISTORICAL	320	003-227-03	1.5	308	z	NEVADA ST	WILLIAMS, GEORGE W & ET AL	11180 LONESTAR RD	AUBURN, CA	95602-0000	\$ 44,293.00
HISTORICAL	410	003-126-03	1.5	510	٤	FOURTH ST	510 PARTNERSHIP	P O BOX 1000	CARSON CITY, NV	89702-0000	\$ 79,197.00
	1	42 Parcels							Total Assessed Value:		\$ 2,366,134.00

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may be subject to tax liens for undermined amounts.	Pursuant to NRS 361.A. The approved historic real property parcels are being valued as historic sites. Def
	Deferred taxes will become due on any portion that is converted to higher use. Parcels

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WHEN RECORDED MAIL TO:
CHARLES E. WELLER, ESO, TO TO THE SERVICE OF T

REC'D & FILED

103 MAY 13 A8:43

ALAN GLOVER BY TOUCHER DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,

IN AND FOR CARSON CITY

IN THE MATTER OF THE ESTATE

OF

ORDER SETTLING FIRST AND FINAL ACCOUNT AND DECREE OF DISTRIBUTION

KAE JARRARD, aka LAVINIA KAE JARRARD,

DEPARTMENT NO. II

Deceased.

Estate, having filed herein his First and Final Account, Report, of Administration, Petition for Distribution and Application for Order Authorizing Payment of Attorney's Fees and Costs, and the same having come on regularly for hearing this 13th day of May, 2003, and proof having been made to the satisfaction of the Court that Notice of settlement of said account and hearing on the Petition for Distribution and for Order Authorizing Payment of Attorney's Fees and Costs has been given in the manner and for the time required by law, the Court finds:

- 1. That said account is in all respects true and correct.
- 2. That due and legal notice to creditors of said Estate has been given in the manner and for the time required by law. That there are no claims nor debts against said Decedent

and against said Estate.

- 3. That all federal taxes due for Decedent's Estate have been paid. Said Estate is ready for distribution and now in a condition to be closed.
- 4. That the whole of said Estate was the separate property of the Decedent.
- 5. That CHARLES E. WELLER, ESQ., has rendered to Executor and the Estate valuable services and is entitled to a reasonable fee therefor in the amount of THREE THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$3,970.00), plus reimbursement of costs advanced and to be advanced in the amount of SIX HUNDRED TWENTY-NINE DOLLARS AND SIXTY-SIX CENTS (\$629.66), together with any closing costs that may accrue.
- 6. That JAMES ALLEN JARRARD has provided valuable services to the Estate as Executor and is entitled to fees in the amount of THREE THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS AND TWENTY-TWO CENTS (\$3,921.22).
- 7. That all of the rest, residue and remainder of said Estate, whether described herein or not, should be distributed to the sole heir of Decedent's Last Will and Testament, subject to payment by said heirs of all attorney's fees and costs:

<u>Name</u> <u>Relationship</u> <u>Address</u>

JAMES ALLEN JARRARD AS SUCCESSOR TTEE, OF THE KAE JARRARD TRUST Trustee

121 Arrowhead Dr. Carson City, NV 89706

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

 That the First and Final Account, Report of Administration, Petition for Distribution, and Application for Order Authorizing Payment of Attorney's Fees and Costs, be, and the same is hereby approved, allowed and settled, and that the facts, accounts and matters alleged and reported therein are a true, complete and correct record of the administration of said Estate.

- 2. That the Executor is hereby authorized to pay CHARLES E. WELLER, ESQ., attorney for the Estate, the sum of \$3,970.00 as and for legal fees, plus \$629.66 in costs advanced and to be advanced, together with any further closing costs that may accrue.
- 3. That the Executor is hereby authorized to pay to JAMES ALLEN JARRARD, as and for his services of Executor of the Estate, the sum of \$3,921.22.
- 4. That the Executor is hereby authorized to transfer all of the rest, residue and remainder of Decedent's estate to JAMES ALLEN JARRARD, SUCCESSOR TRUSTEE OF THE KAE JARRARD TRUST as directed by Decedent's Last Will and Testament.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, upon filing of appropriate receipts, said Executor shall be discharged of his trust, and that said Estate shall be closed.

DATED this day of MAY, 2003

DISTRICT JUDGE

CERTIFIED COPY

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AT THE REQUEST OF
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FILE NO.

ALAN GLOVER
CARSON CITY RECORDER
FEES CODEP.

From:

Dave Dawley

To:

Guzman, Juan

Date:

3/30/2010 4:57 PM

Subject:

Re: Jarrard Ranch-taxes

10-021-47 paid \$1,757.89, 10-071-26 paid \$135.81 and 10-071-27 was \$56.16.

David A. Dawley, Assessor Carson City Assessor's Office 201 N. Carson St Ste #6 Carson City, NV 89701-4289 (775)887-2130 fax: (775)887-2139

>>> Juan Guzman 3/30/2010 1:53 PM >>>

Hi Dave:

Open Space anticipates the purchase of a portion of the Jarard ownership by the River, APN 10-021-47; 10-071-26 and 27 approximating 368.78 Acres. What are the taxes collected by the City for those 3 properties?

Juan F. Guzman Open Space / Property Manager Carson City Parks & Recreation Dept. 3303 Butti Way, #9 Carson City, NV 89701 T: 775-887-2262 ext. 30341 F: 775-887-2145