

**City of Carson City
Agenda Report**

Date Submitted: August 22, 2014

Agenda Date Requested: September 4, 2014

Time Requested: 15 minutes

To: Mayor and Supervisors

From: Parks and Recreation Department – Open Space

Subject Title: For Possible Action: To authorize staff and the Mayor to execute documents towards the fee title acquisition of approximately 28,424 sq. ft. from the Arraiz Family 1993 Trust, located at Lompa Lane, a portion of APN 10-041-67, for the development of the Freeway Multi-Use Pathway. (Juan F. Guzman)

Staff Summary: The acquisition of this strip of land, approximately 20 feet wide by 1,421.2 feet long, is necessary for the extension of the Freeway Multi-Use Pathway from Highway 50 towards the south and the Linear Park Path. The fair market value of this property is \$35,530. The Regional Transportation Commission has obtained a Transportation Alternatives Program (TAP) grant for the construction of the pathway.

Type of Action Requested: (check one)

- Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to authorize staff and the Mayor to execute documents towards the fee title acquisition of approximately 28,424 sq. ft. from the Arraiz Family 1993 Trust, located at Lompa Lane, a portion of APN 10-041-67, for the development of the Freeway Multi-Use Pathway.

Explanation for Recommended Board Action: The proposed Freeway Multi-Use Pathway has been adopted as part of the Unified Pathways Master Plan. The specific alignment was the subject of a detailed alignment study prepared by Lumos & Associates was included in the Carson Area Metropolitan Planning Organization (CAMPO) 2035 Regional Transportation Plan. An appraisal of the fair market value for the land was authorized by the Board of Supervisors and prepared by Anthony Wren, MAI. The \$35,530 value is acceptable to the Arraiz Family as the purchase price. Upon approval by the Board of Supervisors, escrow will be opened with Northern Nevada Title Company who has prepared the preliminary title report for the property.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 244.275 and CCMC 13.06

Fiscal Impact: Approximately \$35,530 plus \$1,000 in escrow costs.

Explanation of Impact: The Arraiz Family has agreed to sell the portion of the property needed for the pathway for \$35,530; which is the estimated fair market value. The escrow cost is estimated at \$1,000.00. The two other adjacent properties plus this Arraiz property were appraised for a total cost of \$10,000.

Funding Source: Open Space – \$25,530; plus approximately \$1,000 in escrow costs
Regional Transportation Commission – \$10,000

Alternatives: Not to authorize the acquisition.

Supporting Material: Draft Purchase Agreement
Appraisal of the Property
Preliminary Title Report

Prepared By: Juan F. Guzman
Juan F. Guzman, Open Space Administrator
Dan Doenges, Senior Transportation Planner

Date: 8/22/14

Reviewed By: Roger Moellendorf (For PM)
Roger Moellendorf, Parks & Recreation Director

Date: 8/26/14

Darren Schulz
Darren Schulz, Public Works Director

Date: 8/26/14

Nick Marano
Nick Marano, City Manager

Date: 8/26/14

Joseph L. White
District Attorney's Office

Date: 8/26/14

Theresa A. White
Finance Department

Date: 8/26/14

Board Action Taken:

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

(Vote Recorded By)

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, by and between the Arraiz Family 1993 Trust, dated the 18th day of October 1993, in Carson City, Nevada ("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."

R E C I T A L S

A. SELLER is the fee simple owner of all that land and real property lying and situated in Carson City, Nevada, more particularly described in "Exhibit A" attached hereto and incorporated herein by this reference. SELLER desires to sell and BUYER desires to acquire the fee title of a portion of the parcel (herein sometimes referred to as "Property") for the construction of a multi-purpose non-motorized pathway. It is understood that this purchase agreement includes approximately 28,424 square feet of real property specifically described and attached hereto as "Exhibit B" and incorporated herein by this reference.

B. BUYER desires to acquire the Property to construct a multi-purpose non-motorized pathway and for other purposes as set forth in Carson City Municipal Code.

C. The property is uniquely located at the east side of the Carson City Freeway, south of Hwy 50 and north of 5th Street, and is suitable to be used by the public as an off-road pathway that connects the existing pathway north of US Hwy 50 with the Linear Ditch pathway, with viewscapes and other qualities which make it very desirable

to be acquired for the extension and connection of the Carson City off-road pathway network.

D. The Parties desire and intend 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 HEREOF BUYER ACKNOWLEDGES 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 EXPRESS 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. PURCHASE AND SALE OF PROPERTY: SELLER agrees to convey the Property, together with all rights, title, and interest in accordance with the terms of this Agreement the following which shall comprise the sale contemplated in this Agreement:

a. All of the real property lying and situate in Carson City, Nevada, consisting of 28,424 square feet, more or less, and described in "Exhibit B,"

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. PURCHASE PRICE: The purchase price for the above described Property shall be Thirty Five Thousand, Five Hundred and Thirty, and no/100 Dollars (\$35,530.00) which shall be paid by BUYER to SELLER in accordance with the terms of this Agreement.

4. ESCROW, CONVEYANCE, AND TITLE INSURANCE: Escrow shall be with NORTHERN NEVADA TITLE COMPANY ("Escrow Holder"), which is located at 307 W. Winnie Lane, Suite 5, 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 SELLER'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. BUYER shall pay the escrow fee and any and all other 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 Funds and is subject to the provisions of the Carson City Municipal Code Section 13.06.”

5. PAYMENT OF PURCHASE PRICE: 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 Thirty Five Thousand, Five Hundred and Thirty, and no/100 Dollars (\$35,530.00) shall be paid into Escrow on or before the date set for the Close of Escrow, which is to close not later than November 28, 2014, subject to the availability of federal funds or other readily available funds.

6. BUYER'S CONDITIONS ON CLOSE OF ESCROW: 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.

a. Except as otherwise approved by BUYER, title to the Property shall be 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 ten (10) days after Opening of Escrow. Within seven (7) 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 is hereinafter referred to as the "Title Report." All exceptions in the Title Report not specifically disapproved by BUYER within seven (7) 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:

1) terminating this Agreement, in which event 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 seven (7) 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. SELLER shall perform and approve, at its sole cost and expense, legal marketable parcels as illustrated in "Exhibit B."

d. 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 will be entitled to the return of all monies paid by it to the Escrow less one-half of the reasonable charges incurred by the Escrow Agent.

7. SELLER'S REPRESENTATIONS, COVENANTS, WARRANTIES AND 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 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 materials (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. Pursuant to NRS 342.075(1), SELLER hereby agrees that the purchase price and terms of sale offered by BUYER for the purchase of the Property are agreed to knowingly and willingly, and SELLER waives any services or benefits available pursuant to NRS 342.015 through NRS 342.065, inclusive.

8. POSSESSION: Full possession of the Property shall be given to the BUYER at Close of Escrow.

9. GOOD FAITH AND FAIR DEALING: 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.

10. BINDING EFFECT: This Agreement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of BUYER and SELLER.

11. NOTICES: 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: Juan P. Arraiz and Dorothy L. Arraiz
3261 Conte Drive
Carson City, NV 89701

If to BUYER, to: Carson City, a Consolidated Municipality
Dan Doenges, Senior Transportation Planner
3305 Butti Way
Carson City, NV 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 state 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.

12. TIME: Time is of the essence for each provision of this Agreement of which time is a factor, and if this transaction is not completed prior to or on November 28, 2014, it shall terminate and SELLER shall be relieved of any further obligation to convey the Property to BUYER. If, for any reason, escrow does not close on or before November 28, 2014, and the Parties do not agree to extend escrow, this Agreement shall be deemed terminated.

13. ATTORNEYS' FEES: 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.

14. COMPUTATION OF PERIODS: All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, 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.

15. INTERPRETATION: 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.

16. SURVIVABILITY: 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.

17. MUTUAL INDEMNITY: 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, excepting the enforcement of SELLER'S rights and remedies as to the specific indemnification of SELLER as referenced in Item 8 of this Agreement.

18. AUTHORITY OF PARTIES: Any corporation signing this Agreement, and each agent, officer, director, or employee signing on behalf of such corporation, but in his individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said corporation. Any individual signing this Agreement on behalf of a partnership or business entity other than a corporation represents that such other

entity has power and authority to enter into this Agreement, and by such person's act is bound hereby.

19. COUNTERPART: 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 WHEREOF, SELLER and BUYER have fully executed this Agreement as of the date first above written.

“SELLER”
TRUSTEES OF THE ARRAIZ FAMILY
1993 TRUST DATED OCTOBER 18, 1993
By:

Juan P. Arraiz

Dorothy L. Arraiz

DATE: _____, 2014

“BUYER”
CARSON CITY
By:

Robert L. Crowell, Mayor

Roger Moellendorf, Parks and
Recreation Director

DATE: _____, 2014

EXHIBIT "A"

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

All that certain real property situate within the Northeast $\frac{1}{4}$ of Section 16, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, further described as follows:

COMMENCING at the north $\frac{1}{4}$ corner of Section 16 as shown on that Record of Survey No. 1960 filed in the Office of the County Recorder, Carson City, Nevada as File No. 135590;

THENCE S 89°03'34" E along the north line of Section 16, a distance of 1221.53 feet to a point on the easterly line of Freeway Right-of-Way Parcel No. 012.050 acquired by the Nevada Department of Transportation in Right of Way Project: MG-395-I(006), said point also being identified as US 395 Freeway Station "0" 302+10.14, 187.28' Right, recorded in that Final Order of Condemnation, File No. 353535, Official Records of Carson City, Nevada, the POINT OF BEGINNING,

THENCE S 89°03'34" E along the north property line, a distance of 1049.15 feet to the northeast corner of Parcel D as shown on that Parcel Map No. 974 for Eva Lompa and The First Interstate Bank, File No. 19350, Official Records of Carson City, Nevada;

THENCE S 00°53'32" W along the east line of said Parcel Map, a distance of 1185.51 feet;

THENCE S 89°04'27" E a distance of 70.30 feet to a point on the westerly Right of Way of Airport Road;

THENCE S 00°38'09" W along said Right of Way, a distance of 140.10 feet;

THENCE continuing along the aforementioned Right of Way, along a non tangent curve to the Left, having a radius of 430.00 feet, length of 230.23 feet, central angle of 30°40'37", with a chord bearing of S 14°40'13" E, and a distance of 227.49 feet to the north corner of Parcel C as shown on that Map to Accompany Legal Description for the Airport Road Extension, File No. 191691, Official Records of Carson City, Nevada;

THENCE S 00°38'23" W along the west line of said Parcel C, a distance of 130.79 feet;

THENCE N 79°08'45" E along the south line of the aforementioned Parcel C, a distance of 96.99 feet;

THENCE along the southerly Right of Way of Airport Road, along the southerly line of Parcel A, as shown on that Map to Accompany Legal Description for the Airport Road Extension, File No. 191690, Official Records of Carson City, Nevada; along a non-tangent curve to the Left, having a radius of 430.00 feet, length of 137.20 feet, central angle of 18°16'51", with a chord bearing of S 58°45'46" E, and a distance of 136.62 feet;

THENCE S 67°52'49" E along said Right-of-Way, a distance of 29.32 feet;

THENCE S 00°38'02" W leaving said Right of Way, a distance of 841.68 feet to the northeast property corner of Parcel A as described in that Property Conveyance for Carson City, File No. 415802, Official Records of Carson City, Nevada;

THENCE N 89°02'39" W along the north line of said Parcel A, a distance of 542.13 feet;

THENCE S 06°47'00" W along the west line of the aforementioned Parcel A, a distance of 74.46 feet to a point on the south line of the Northeast $\frac{1}{4}$ of Section 16, T. 15 N., R. 20 E., M.D.M.

THENCE N 89°45'15" W along said south line a distance of 20.13 feet to a point on Freeway Right-of-Way Parcel No. 012.051 acquired by the Nevada Department of Transportation in Right of Way Project: MG-395-I(006), said point also being identified as US 395 Freeway Station "02" 263+02.28 P.O.T., 1040.42' Right, recorded in that

Northern Nevada Title Company

ATTACHMENT ONE

Final Order of Condemnation, File No. 353535, Official Records of Carson City, Nevada;

THENCE N 06°57'36" E along the east line of said Parcel No. 012.05 1, a distance of 201.37 feet;

THENCE continuing along said east line, along a curve to the Right, having a radius of 500.00 feet, length of 125.44 feet, central angle of 14°22'28", with a chord bearing of N 14°08'51" E, and a distance of 125.11 feet;

THENCE N 21°20'05" E continuing along the aforementioned east line a distance of 333.59 feet;

THENCE continuing along the aforementioned east line, along a curve to the Left, having a radius of 100.00 feet, length of 193.08 feet, central angle of 110°37'36", with a chord bearing of N 33°58'43" W, and a distance of 164.46 feet;

THENCE N 87°57'3 1" W continuing along the aforementioned east line a distance of 209.33 feet;

THENCE continuing along the aforementioned east line, along a non tangent curve to the Right, having a radius of 728.58 feet, length of 374.58 feet, central angle of 29°27'25", with a chord bearing of N 75°20'27" W, and a distance of 370.46 feet;

THENCE N 02°26'08" W continuing along the aforementioned east line a distance of 495.70 feet;

THENCE S 88°48'50" W continuing along the aforementioned east line a distance of 116.82 feet to a point on the aforementioned easterly line of Freeway Right-of-Way Parcel No. 012.050;

THENCE N 06°20'04" W along said east line a distance of 940.48 feet;

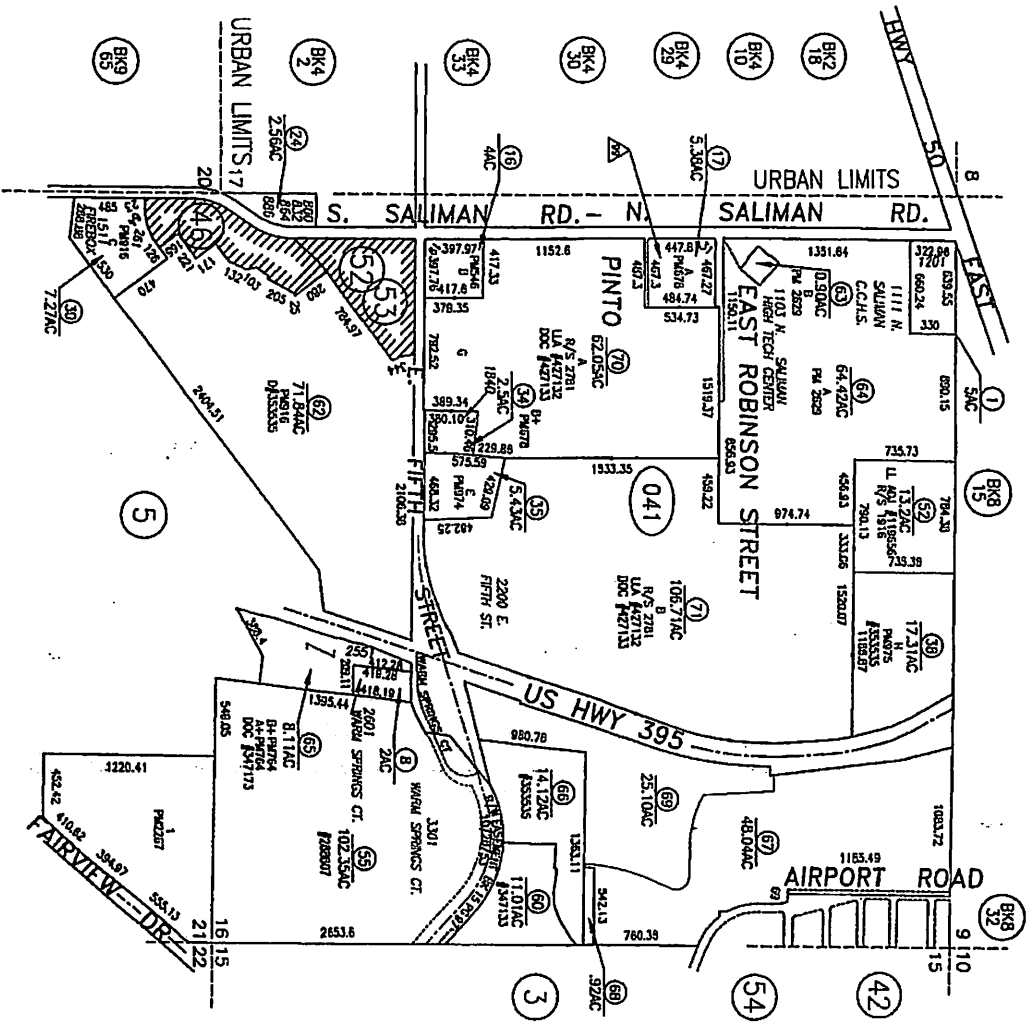
THENCE N 13°41'42" W continuing along the aforementioned east line a distance of 378.36 feet, to the POINT OF BEGINNING.

Note: Legal description previously contained in Document No. 429831, recorded January 3, 2013, Official Records of Carson City, State of Nevada.

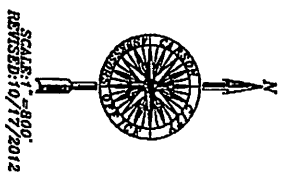
Northern Nevada Title Company

SECTION 16 AND
PORTION NW 1/4 SECTION 21, T.15 N., R.20 E., M.D.B. & M.

10-04



APN	MAP NO
010-041-07	LESS 1/4 ACQ #118562 PA 575
010-041-08	LESS 1/4 ACQ #118562 8/5 1916
010-041-09	LESS 1/4 ACQ #135591 6/5 1989
010-041-08	LESS GREEN #181880
010-041-08	LESS 1/4 ACQ #181881 1/11/82
010-041-08	LESS #353335
010-041-08	LESS #418982



SCALE: 1"=800'
REVISED: 10/17/2012

NOTE:
SOME PARCELS DETACHED HEREON MAY NOT BE RECORDED IN THE STATE ARCHIVE OR RECORDS OFFICE OF THE COUNTY OF LOS ANGELES. THE COUNTY ARCHIVE OR RECORDS OFFICE OF THE COUNTY OF LOS ANGELES HAS BEEN ADVISED OF THE LOCATION OF THE PARCELS DETACHED HEREON AND WILL BE RECORDED AS TO THE STATE ARCHIVE OR RECORDS OFFICE OF THE COUNTY OF LOS ANGELES. YOU CAN VIEW AND PRINT THE DATA DETACHED HEREON. YOU CAN VIEW AND PRINT THE MAPS AND CHARTS.



Land Information Solutions

TRI STATE SURVEYING, LTD.

425 East Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
Toll Free: 1-800-411-3752

Exhibit "B"

20' Wide Multiuse Pathway Easement

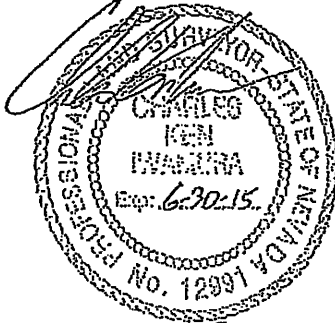
An easement, twenty feet (20') in width, being a portion of APN 10-041-67 as described in Document No. 422597 recorded on May 24, 2012 in the Official Records of Carson City, Nevada, situate within the Northeast 1/4 of Section 16, Township 15 North, Range 20 East, MDM, more particularly described as follows:

BEGINNING at the Northwest corner of said APN 10-041-67;
THENCE from the POINT OF BEGINNING, along the North line of said APN 10-041-67,
South 89°03'34" East, 126.06 feet to a point at the end of the Easterly right of way of Compa...
Lane;
THENCE departing said North line of APN 10-041-67, South 00°56'26" West, 20.00 feet;
Thence North 89°03'34" West, 100.17 feet;
Thence South 13°41'42" East, 353.75 feet;
Thence South 06°20'04" East, 943.57 feet to a point on the Easterly line of said APN 10-041-67;
Thence along said Easterly line, South 88°48'50" West, 20.08 feet
Thence continuing along said Easterly line, North 06°20'04" West, 940.48 feet;
Thence continuing along said Easterly line, North 13°41'42" West, 378.36 feet to the POINT
OF BEGINNING.

Contains 28,424 square feet, more or less.

The Basis of Bearings of this description is identical to that Grant Deed, Document No. 422597,
Official Record of Carson City, Nevada.

Prepared by:
TRI STATE SURVEYING, LTD.



7-25-13

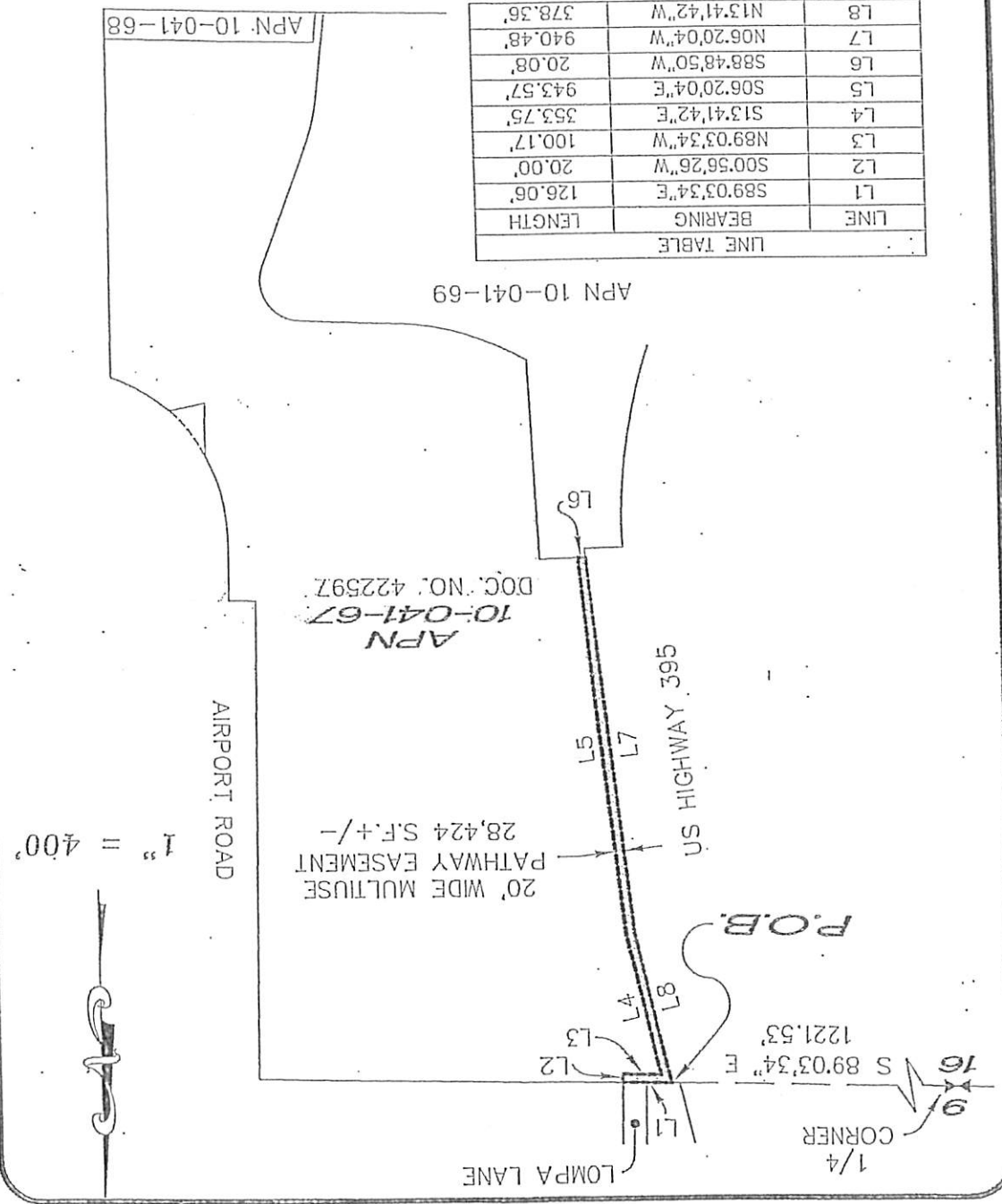
Charles Ken Iwamura, P.L.S.
Nevada Certificate No. 12991

TRI STATE SURVEYING, LTD
 425 E. Long Street
 Carson City, Nevada 89706
 (775) 887-9911
 * FAX: (775) 887-9915
 Land Information Solutions
 JN 10209.01.CM TASK 017



EXHIBIT "B"
 20' WIDE MULTUUSE PATHWAY EASEMENT

LINE	BEARING	LENGTH
L1	S89.03'34"E	126.06'
L2	S00.56'26"W	20.00'
L3	N89.03'34"W	100.17'
L4	S13.41'42"E	353.75'
L5	S06.20'04"E	943.57'
L6	S88.48'50"W	20.08'
L7	N06.20'04"W	940.48'
L8	N13.41'42"W	378.36'



ANTHONY J. WREN AND ASSOCIATES

P.O. BOX 20867
RENO, NEVADA 89515
(775) 329-4221
FAX (775) 329-5382

TONY WREN, MAI, SRA
CERTIFIED GENERAL APPRAISER

SUSAN WREN
CERTIFIED RESIDENTIAL APPRAISER

June 4, 2014

Juan Guzman
Carson City Parks & Recreation Department
3303 Butti Way, Bldg. #9
Carson City, Nevada 89701

RE: APN 010-141-67
East 5th Street
Carson City, Nevada 89701

Dear Mr. Guzman:

At your request, I have completed an appraisal of and prepared the following appraisal report for the property referred above. The property consist of APN 010-141-67. The property is owned by the Arraiz Family 1993 Trust.

The purpose of this appraisal is to estimate the market value of one 20 foot permanent easement containing a total of 28,424± sf. The purpose is also to estimate the market value which will represent just compensation due the property owner. The total easement is required by the Carson City Parks and Recreation Department for a pedestrian walkway and bike path.

I have performed no services as an appraiser or in any other capacity regarding the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The appraisal was made and the appraisal report prepared in conformance with the Uniform Standards of Professional Appraisal Practice, with the exception of requirements which require invocation of USPAP jurisdictional exception rules as described in Section D-11 of the Uniform Appraisal Standards of Federal Land Acquisition. ✓

The subject property is unimproved commercial land. After inspection of the property and a review of the location of the permanent easement it was determined that they do not affect any improvements. Therefore, the appraisal will be made as vacant and the valuation "as is" will be as vacant land only.

The proposed easement is a 20 foot wide strip of land located along the western boundary of the subject site. Based on my inspection of the subject and a thorough research of the market, my conclusions and recommendations of compensation are as follows:

SUMMARY OF VALUE CONCLUSIONS

A.	Value of the whole, before the take:		\$2,567,861
B.	Value of the part taken, as part of the whole: Permanent Pedestrian Easement		\$35,530
C.	Value of the remainder, as part of the whole:(A – B)		\$2,532,331
D.	Value of the remainder, after the take:		\$2,567,861
E.	Damages		\$0.00
	Severance damages © – D)	\$0.00	
	Cost to cure damages	\$0.00	
F.	Total Value of the Part Taken (B + E + F)		\$35,530

Respectfully Submitted,



Anthony J. Wren, MAI, SRA
Certified General Appraiser #A.0000090-CG

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APPRAISER'S CERTIFICATION

I certify that, unless otherwise noted in this appraisal report:

- The statements of fact contained in this report are true and correct.

That on April 28, 2014, I personally made a field inspection of the property herein appraised, and that I have afforded the property owner, or his designated representative, the opportunity to accompany me at the time of the inspection. I have also, in March/April 2014, personally made field inspections of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Uniform Appraisal Standard for Federal Land Acquisitions.
- The appraisal was made and the appraisal report prepared in conformance with the Uniform Standards for Professional Appraisal Practice, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions require invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1¹ of the Uniform Appraisal Standards for Federal Land Acquisitions.
- I have made a personal inspection of the property that is the subject of this report. The property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.

¹Appraiser should recognize that USPAP changes frequently and that future changes may require additional jurisdictional exceptions which are not noted in Section D-1 of these Standards. In such an instance, the appraiser will have to identify and report such additional jurisdictional exceptions.

- No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.
- The appraisal was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- This appraisal report has been made in conformity with, and is subject to, the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of The Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Based upon my research of the subject property and this market area, I have formed the following opinion of value:

Permanent Pedestrian Easement : \$35,530

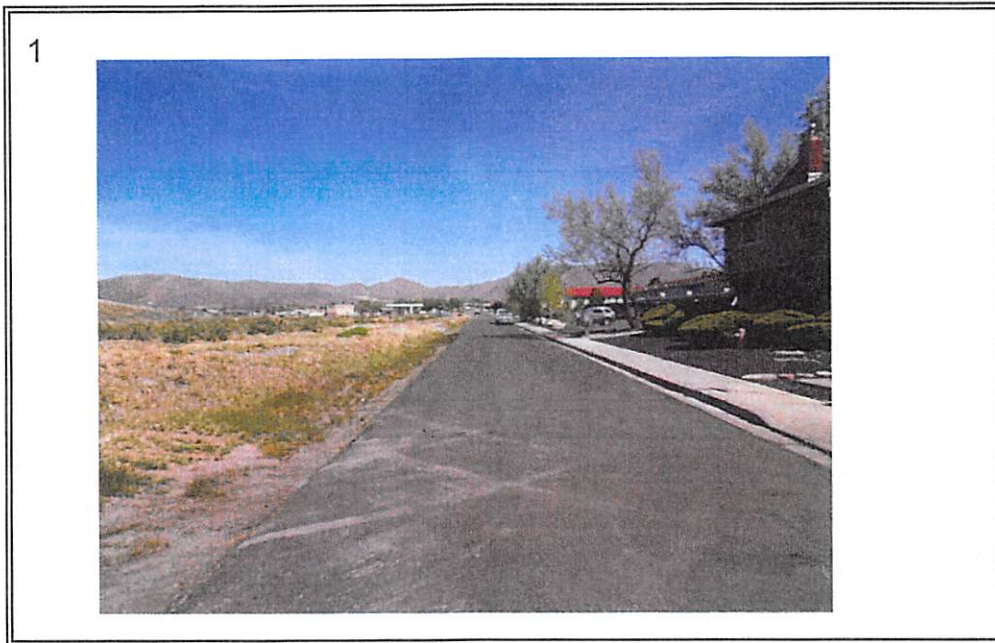
Respectfully submitted,



Anthony J. Wren, MAI, SRA
Nevada Certified General Appraiser # A.0000090-CG

6-04-14
Date

SUBJECT PROPERTY PHOTOGRAPHS



View of N. Lompa Lane



View of the Subject

SUBJECT PROPERTY PHOTOGRAPHS



View of the Subject

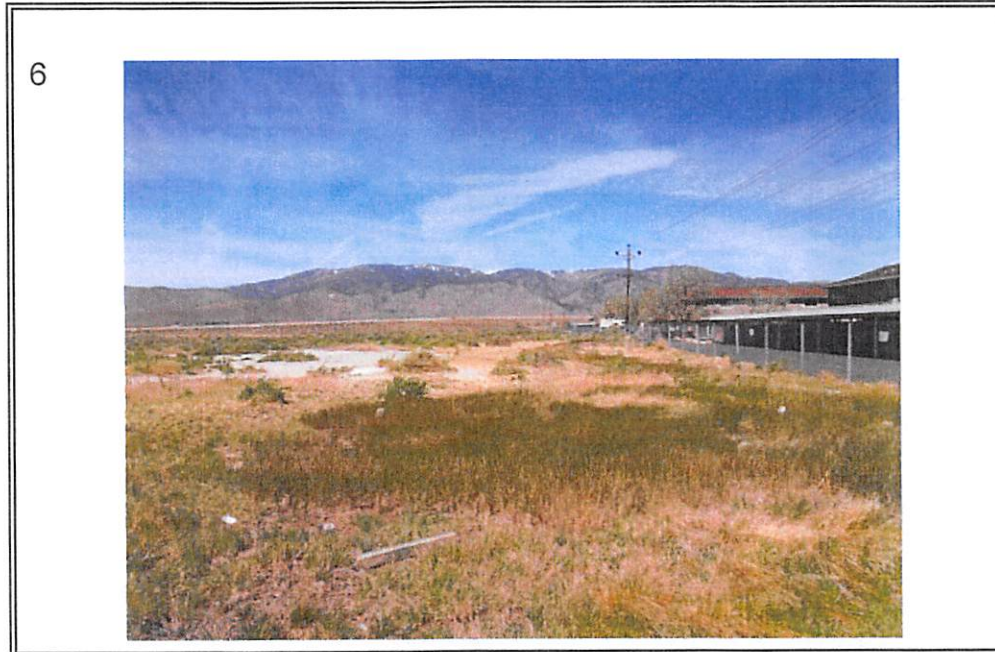


View of the Subject

SUBJECT PROPERTY PHOTOGRAPHS



View of the Subject



View of the Subject

SUBJECT PROPERTY PHOTOGRAPHS



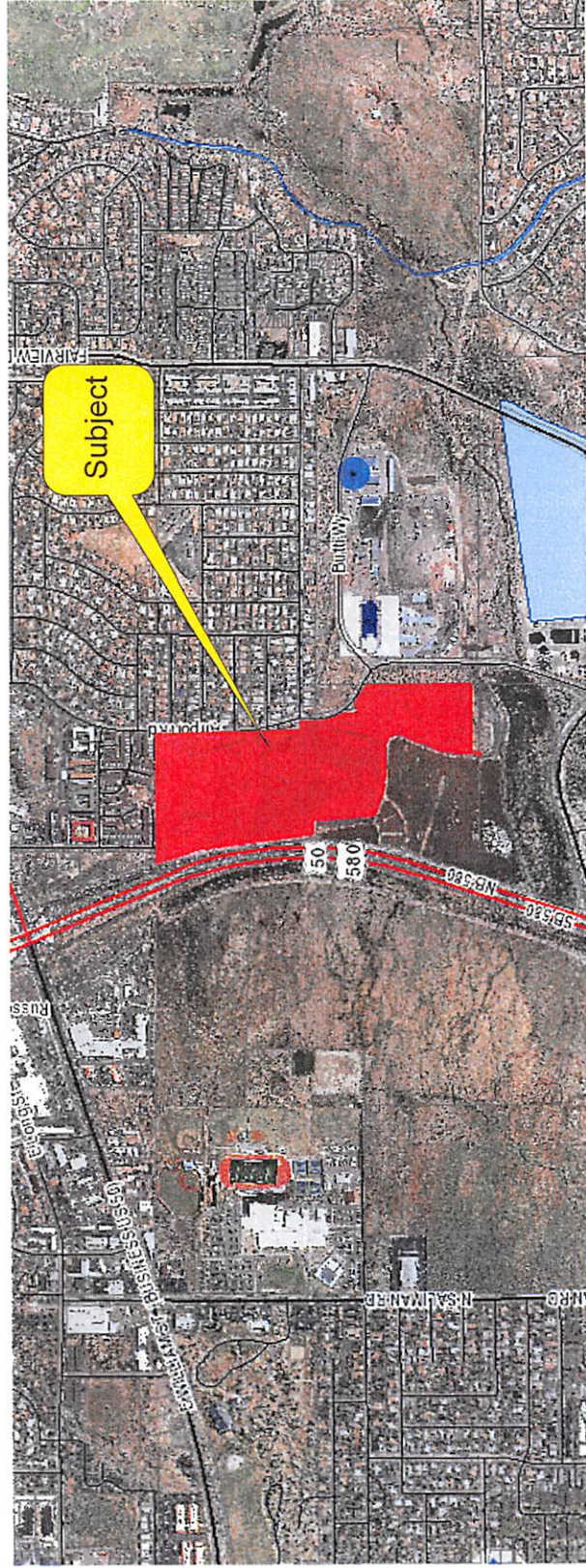
View of the Subject



View of the Subject

SUBJECT PROPERTY PHOTOGRAPHS LOCATION

SUBJECT AERIAL PHOTOGRAPH



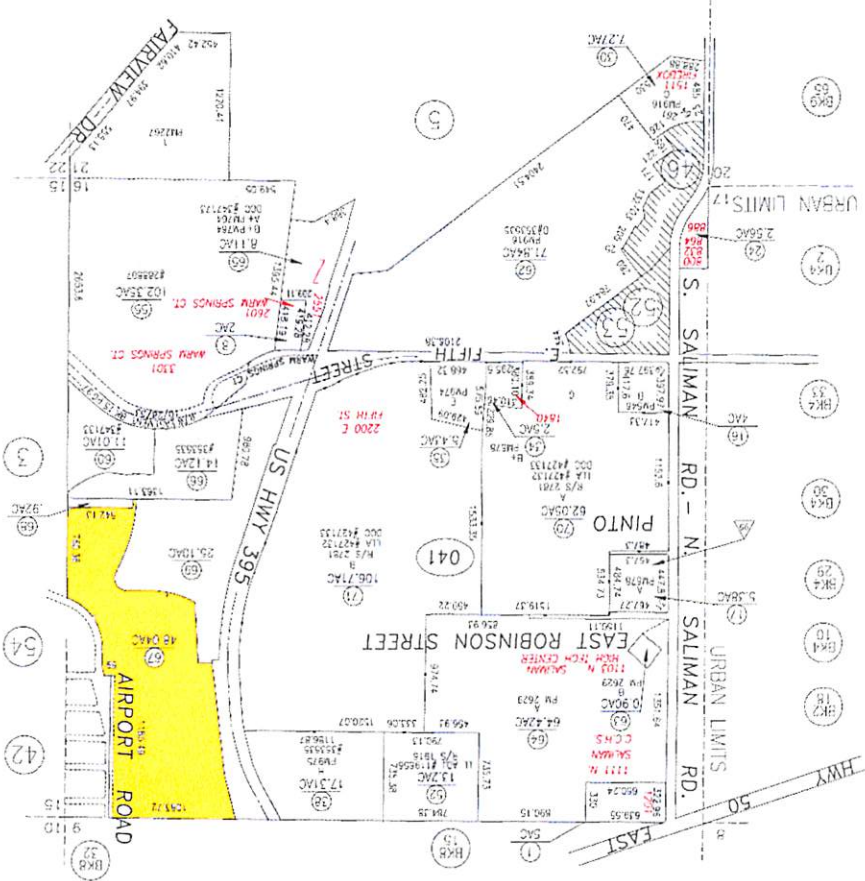
SUBJECT AERIAL PHOTOGRAPH



ASSESSOR'S PARCEL MAP

SECTION 16 AND PORTION NW 1/4 SECTION 21, T.15 N., R.20 E., M.D.B. & M.

10-04



APN	010-041-67	LESS 1/4 AC. #113604 PW 275
	010-041-67	LESS 1/4 AC. #113604 M/S 1918
	010-041-69	LESS DETCH. #191660
		#191687, #191692
	010-041-68	LESS #332043
		LESS #415602



THE MAP IS PREPARED FOR THE USE OF THE CARSON CITY
 OFFICE FOR RECORDING AND PLANNING PURPOSES.
 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 THE CITY OF CARSON CITY IS NOT RESPONSIBLE FOR THE
 ACCURACY OF THE INFORMATION HEREON AND FOR
 ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY
 BE CAUSED BY THE USE OF THIS MAP.

INTRODUCTION

Client Juan Guzman
Carson City Parks & Recreation Department
3303 Butti Way, Bldg. #9
Carson City, Nevada 89701

Appraiser Anthony J. Wren, MAI, SRA
Nevada Certified General License # A.0000090-CG
Anthony J. Wren & Associates
85 Keystone Avenue, Suite C
Reno, Nevada 89503

Subject Assessor's Parcel Number 010-141-67

Intended Use/Users of the Report

For use by the client, Carson City Parks & Recreation Department, in negotiating an equitable price for a 20 foot permanent pedestrian easement to be acquired by the Parks & Recreation Department.

Identification of the Appraisal Problem

The appraisal must address the compensation to the owner as a result of the permanent 20 foot pedestrian easement.

Owner of Record/Sale History

According to public records, the property is vested in the name of the Arraiz Family 1993 Trust. The property has been in the hands of the current property owner and/or family members over the last ten years. No other sales have occurred on the property. The property is listed for sale by John Uhart Commercial Services. The current list price is \$3,081,434 or \$1.50 a share foot. Uhart, is listing it as a multi-family site. This property has been listed since the latter part of 2013

Purpose of the Appraisal

To provide an opinion of the current market value of the property appraised and make a recommendation as to the market value due to a 20 foot permanent pedestrian easement containing 28,424± sf. The permanent easement acquisition is as of the effective date of valuation.

Intended Use of the Report

For use by the client in negotiating an equitable market value for a 20 foot permanent pedestrian easement for Carson City Parks & Recreation Department.

Interest Appraised	Fee Simple
Effective Date of Value	April 28, 2014
Date of Report	June 4, 2014

Appraisal Development and Reporting Process (Scope)

This is an appraisal, communicated in an appraisal format. The report is intended to conform with Section 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

In the course of conducting this appraisal, I undertook the following activities.

- a) Performed an inspection of the subject and its neighborhood;
- b) Researched the subject's current physical and legal condition, as well as its background and history;
- c) Examined the market area to determine the existing and proposed inventory, demand, and marketability of properties similar to the subject;
- d) Researched and investigated relative market data including recent sales, leases, and other transactions.
- e) Investigated and analyzed the impact of the proposed easement on the value and utility of the affected parcel.
- f) Prepared the following appraisal report.

Standard Assumptions and Limiting Conditions

This appraisal was prepared subject to a standard set of assumptions and limiting conditions which are typical for the appraisal industry. These assumptions and limiting conditions are provided in detail at the end of this report.

Special Limiting Condition: None

Extraordinary Assumptions: None

Hypothetical Conditions: None

DEFINITIONS

Condemnation Blight²

A diminution in the market value of a property due to pending condemnation action.

Controlled Access Highways³

"Controlled Access Highway" means every highway to or from which owners or occupants of abutting lands and other persons have no legal right of access except at such points only and in such manner as may be determined by a public authority.

Cost to Cure⁴

A method of measuring damages. This method can be used when the property being appraised has suffered damage that can be physically and economically corrected, e.g., through correction of drainage, replacement of fencing, reestablishment of physical access, or replacement of sewage or water systems. Under no circumstances can the cost to cure measure of damage be applied if the cost to cure exceeds the diminution in value that would result if such a cure were not undertaken. However, if the cost to cure is less than the diminution in the value of the remainder, the cost to cure measure of damage *must* be used.

Divided Highway⁵

"Divided highway" means a highway divided into two or more roadways by means of a physical barrier or dividing section, constructed so as to impede the conflict of vehicular traffic traveling in opposite directions.

Easement⁶

The right to perform a specific action on a particular land parcel, or portion of a parcel of land, without owning the underlying fee. A continuous easement across multiple tracts of land is often referred to as a right-of-way.

Exposure Time

The COMMENT to Standards Rule 1, 2© of the 2014-2015 edition of *Uniform Standards of Professional Appraisal Practice* states:

When the purpose of an assignment is to develop an opinion of market value, the appraiser must also develop an opinion of reasonable exposure time linked to the value opinion.

Section b.2 of the *Uniform Appraisal Standards for Federal Land Acquisitions*, which are the controlling standards for this appraisal, state in part ". . . appraisers should not 'link' their estimates of market value for the federal acquisition purposes to a specific exposure time. To do so places a limiting condition on the estimate that is not required for federal land acquisition purposes . . . "[.] The appraised value is not predicated upon a specific exposure time.

²The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p.41

³Nevada Revised Statutes, Chapter 484.041

⁴Real Estate Valuation in Litigation, 2nd ed. (Chicago: Appraisal Institute, 1995), p.296

⁵Nevada Revised Statutes, Chapter 484.048

⁶Real Estate Valuation in Litigation, 2nd ed. (Chicago: Appraisal Institute, 1995), p.351

Fee Simple Estate⁷

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.

General Benefits⁸

In eminent domain valuation, the benefits that accrue to the community at large as a result of the new public work and the increased general prosperity that accompanies development.

Highest and Best Use⁹

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property -specific with respect to the user and timing of the use-that is adequately supported and results in the highest present value.

Highest and Best Use of land or a site as though vacant¹⁰

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Highest and Best Use of land or a site as improved¹¹

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Just Compensation¹²

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniarily as he or she would be if the property had not been taken. Just compensation should put the owner in as good a position as he or she would be if the property had not been taken.

⁷The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p. 78

⁸The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p. 86

⁹The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p.93

¹⁰The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p.93

¹¹The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p.94

¹²The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p.106

Larger Parcel¹³

In governmental land acquisitions, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.

Market Value¹⁴

The amount in cash, or in terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open market, from a willing and reasonable knowledgeable seller to a willing and reasonable knowledgeable buyer, with neither acting under any compulsion or sell, given due consideration to all available economic uses of the property at the time of the appraisal.

Project Enhancement¹⁵

The increase in a property's market value in anticipation of a public project requiring condemnation action.

Salvage Value¹⁶

The term salvage value means the probable sale price of an item, if offered for sale on the condition that it will be removed from the property at the buyer's expense, allowing a reasonable period of time to find a person buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including separate use of serviceable components and scrap when there is no reasonable prospect of sale except on that basis.

Scope of the Project Rule¹⁷

In eminent domain, any decrease or increase in the fair market value of real property, prior to the date of valuation, caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project other than that due to physical deterioration within the reasonable control of the owner.

Severance Damages¹⁸

The diminution of the market value of the remainder area, in the case of a partial taking, which arises (a) by reason of the taking (severance), and/or (b) the construction of the improvement in the manner proposed.

Special Benefits¹⁹

In eminent domain valuation, the benefits that arise from the peculiar relation of the land in question to the public improvement, usually resulting from a change in its

¹³The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010) p.110

¹⁴ Interagency Land Acquisition Conference, Uniform Appraisal Standards for Federal Land Acquisitions, 5th Edition, Appraisal Institute 2000, page 13

¹⁵The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p.152

¹⁶49 CFR Subtitle A §24.2(s)

¹⁷The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p.176

¹⁸Real Estate Valuation in Litigation, 2nd ed. (Chicago: Appraisal Institute, 1995), p. 289

¹⁹The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010), p. 183

highest and best use. Special benefits may accrue to multiple parcels (such as all four quadrants of a newly constructed freeway interchange) because the parcels are directly benefitted in a similar manner, if not to the same degree.

Tenant Owned Improvement²⁰

Any building, structure, or other improvement, which would be considered to be real property if owned by the owner of the real property on which it is located. This shall include any improvement of a tenant-owner who has the right or obligation to remove the improvement at the expiration of the lease term. Just compensation for tenant-owned improvements is the amount, which the improvement contributes to the fair market value of the whole property, or its salvage value, whichever is greater.

Easement²¹

The right to perform a specific action on a particular land parcel, or a portion of a parcel of land, without owning the underlying fee.

Exposure Time

The COMMENT to Standards Rule 1, 2"C" of the 2014-2015 edition of *Uniform Standards of Professional Appraisal Practice* states:

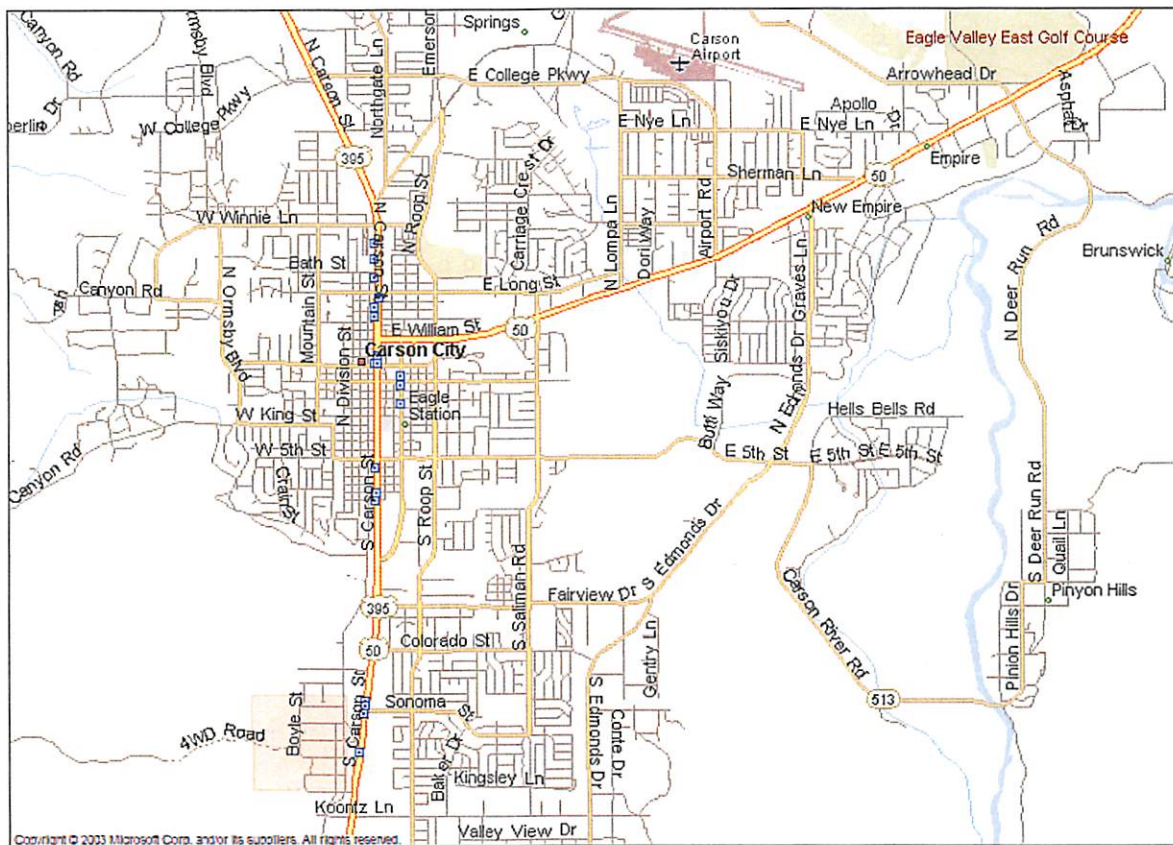
When the purpose of an assignment is to develop an opinion of market value, the appraiser must also develop an opinion of reasonable exposure time linked to the value opinion.

Section b.2 of the *Uniform Appraisal Standards for Federal Land Acquisitions*, which are the controlling standards for this appraisal, state in part ". . . appraisers should not 'link' their estimates of market value for the federal acquisition purposes to a specific exposure time. To do so places a limiting condition on the estimate that is not required for federal land acquisition purposes . . . "[.] The appraised value is not predicated upon a specific exposure time.

²⁰49 CFR Subtitle A §24.105(a)(b)(c)

²¹ *Real Estate Valuation & Litigation*, 2nd Edition (Chicago: Appraisal Institute, 1995), p. 351

AREA MAP



CARSON CITY AREA ANALYSIS

Location:

The subject is located in Carson City, the capital of Nevada, which is situated on the eastern slope of the Sierra Nevada Mountains in northwestern Nevada. It is 30 miles south of Reno, the largest northwestern Nevada community, and 14 miles east of Lake Tahoe. Sacramento, California, is located 134 miles west of Carson City and is the closest regional urban center.

History:

Carson City was founded in 1858 by Abraham Curry, a pioneer. It was named Carson City for the nearby Carson River, which was named after Kit Carson, an early frontiersman. The Nevada Territory was organized in 1861 and Carson City was designated as the territorial capital.

In 1864 President Lincoln granted statehood to Nevada and Carson City became the capital. As well as being the seat of government, it grew into a center for commerce and industry after the silver discovery in Virginia City. In 1879 a branch of the mint was established in Carson City to strike coins from the Comstock Lode silver.

Climate:

Carson City's elevation is 4,700± feet above sea level. It is located in Eagle Valley on the eastern side of the Carson Range in western Nevada. Carson City has a semi-arid climate with sunny, dry summers and cold winters. The average annual rainfall is 11 inches and snowfall averages 32 inches. Winter snow seldom accumulates since the sunshine and moderate temperatures promote rapid thawing. Summers consist of warm days, low humidity, and cool nights, with a hot spell or two in July and August. The coldest month is January with average temperatures ranging from lows of 21°F to highs of 45°F. The hottest month is July with a mean maximum temperature range of 50°F to 89°F. The annual average temperature is 50°F. Annual precipitation averages 11.8 inches, in portions of the county with lower elevations, to 31.6 inches at the higher elevations. Sunshine days average 266 days per year.

Topography:

Carson City's physical boundaries extend from the shores of Lake Tahoe, easterly to low foothills of the Pine Nut Range. The topography in Carson City is representative of both the Great Basin and Alpine Sierra systems. The western

boundary of Carson City is located on the west side of the Sierra Nevada Mountain range and Snow Valley Peak at 9,214 feet. In the easternmost reaches, Carson City is bordered by the western side of the Pine Nut Range. The majority of the developed urban area lies within Eagle Valley, which is bisected by the Carson River.

Water Resources:

With limited precipitation, a critical concern for continued development in Carson City is adequate water supplies. The shortage of water resources in this area has been well publicized since the mid-1970s. The Nevada Division of Water Resources has delegated the responsibility of administering water law within the state. The Division of Water Resources did not approve a single subdivision in the Eagle Valley Basin (Carson City) between 1978 and 1989. Subdivisions created during this period used parcel map procedures (where only four new parcels are created with a single map, a procedure exempt from Division of Water Resources review).

Carson City recently resolved most of its immediate water problems through a number of large water rights acquisitions. Water for new services and subdivisions should not be an issue for at least the next five to ten years, dependent on population and developmental pressure.

Snowpack in the Carson River Basin is much below average at 61% of normal, compared to 67% last year. Precipitation in March was much below average at 65%, which brings the seasonal accumulation (Oct-Mar) to 60% of average. Soil moisture is at 46% compared to 60% last year. Reservoir storage is at 32% of capacity, compared to 42% last year. Forecast streamflow volumes range from 1% to 44% of average. (water.nv.gov)

On Jan. 15, 2014, the federal government designated nine counties in Nevada as primary natural disaster areas due to drought. The nine counties are Churchill, Clark, Humboldt, Lander, Lyon, Mineral, Nye, Pershing and Washoe. In addition, farmers and ranchers in eight counties also qualify for natural disaster assistance because their counties are contiguous. Those counties are Carson City, Douglas, Elko, Esmeralda, Eureka, Lincoln, Storey and White Pine. More public acreage will be freed up for grazing and there will be additional funding for forage. Emergency loan rates are reduced and land rehabilitation funds are available. (*The Nevada Water Supply Outlook Report*, Jan. 8 2014, U.S. Natural Resources Conservation Service)

Transportation, Utilities, and Services:

Carson City is Nevada's state capital and is served by two major highways that intersect near the city center. U.S. 395 (also known as Carson Street) runs north to south and provides ready access to Reno, the largest city in northwestern Nevada some 30 miles north. U.S. 50, which begins in the San Francisco Bay area, runs through Carson City via Lake Tahoe and extends easterly to Utah. Carson City has a municipal airport, an intercity bus service, and several truck lines. In October 2005 a fixed route bus service called JAC (Jump Around Carson) began.

Carson City Freeway Project - The Nevada Department of Transportation (NDOT), in cooperation with the Federal Highway Administration (FHWA) and the City of Carson City are constructing the I-580/U.S. 395 Carson City Freeway Project. NDOT has developed a design for the approximately nine-mile long Carson City Freeway. The project has been broken into two phases, each of which has broken into additional sub-phases based upon funding availability.

Phase 1 of the project constructed the northern half of the Carson City Freeway. This approximately four-mile portion of the project starts north of Carson City near the East Lake Boulevard interchange in Washoe Valley. Existing U.S. 395 was widened in the northbound direction to provide for the addition of a truck-climbing lane up and over the hill coming out of Carson City to the East Lake Boulevard interchange. A median barrier rail was installed in this location to enhance safety. After connecting into existing U.S. 395 near Bonanza Road in north Carson, the freeway continues on new alignment to the point where it intersects with U.S. 50 East. Phases 1 and 1A have been constructed and are open to the public.

Phase 2 of the Carson City Freeway will add the remaining 4.9 miles of controlled access freeway from U.S. 50 East to the southern connection at the existing U.S. 50 West - Tahoe Junction / Carson Street intersection. The freeway will also be designed for two lanes in each direction with provisions for future widening in the median. Phases 2A and 2B-1 have been constructed and are open to the public. The remainder of 2B will be constructed in three smaller sub-phase construction projects over the next approximately five years. (nevadadot.com)

Utilities are generally available throughout the core area of Carson City. The outlying areas may require extensions. Sewer and water in the most outlying areas are often limited to on-site wells and septic systems.

The city provides water and sanitary sewer service to the area. NV Energy provides electrical service to the community. AT&T provides telephone service. Natural gas is distributed by Southwest Gas Company. Capital Sanitation provides garbage pick-up within Carson City and the surrounding areas.

Health Care:

Carson City has been served by the Carson Tahoe Hospital (now Carson Tahoe Regional Medical Center) since 1949. The hospital is a 128-bed, community-based health care facility with 138 private patient rooms, 18 emergency room bays, and a rooftop helipad. Medical staff numbers 185 board-certified physicians representing more than 35 medical specialties. The facility provides medical, surgical, and intensive care services in three hospitals, two urgent care facilities, and several medical support facilities. The medical center relocated to a new site in the northwest part of town. This was a \$150 million project which opened in December 2005. It offers expanded services, particularly in cancer and cardiac areas. The new cancer center is the only freestanding cancer center in Nevada to receive accreditation with commendation. It offers state-of-the art treatment, equipment, and technology in a comfortable setting.

There are three private convalescent homes located within Carson City with a combined capacity of over 300 beds, including a nursing and retirement center, Carson Healthcare, which opened in February of 1999. Renown Medical Center and St. Mary's Hospital are two regional hospitals located just 30 miles to the north in Reno.

Education:

The Carson City School District has six elementary schools, two middle schools, one high school, and one alternative public high school. There are also four private schools plus a number of charter schools and seven vocational schools. The public school system currently serves an estimated 7,835 students.

Carson City is also the location of the Western Nevada College campus, established in July 1971. Prior to July 2007, WNC was known as Western Nevada Community College. The name change was approved by the Nevada System of Higher Education Board of Regents in recognition of WNC's ability to grant niche four-year degrees. The college is located in the northwest corner of the city south of West Nye Lane. The college has an enrollment of approximately 4,168 students and 109 full-time staff..

The University of Nevada, Reno campus, which has graduate studies at the master and doctoral level, is located 30 miles north of Carson City in Reno. Many of Western Nevada College's students continue with upper division studies at the University of Nevada, Reno. The following is an education profile for Carson City taken from the 2010 census. It shows that Carson City is relatively well educated, indicating support for a potentially higher income work force.

	<u>Carson City</u>	<u>Nevada</u>	<u>U.S.</u>
High School Graduates	88%	84.3%	66.5%
Bachelor's Degree or Higher	21.6%	21.8%	19.3%
Median Years of School Completed	12.7	12.6	12.5

Recreation:

The local quality of life is enhanced by the semi-arid climate and the city's proximity to a number of outdoor recreational opportunities. Carson City is located within 30 minutes of Lake Tahoe and numerous Sierra Nevada ski resorts. Carson City is also located adjacent to 40,331± acres of public land which surrounds the city. Mills Park, which is one of Carson City's primary city park facilities, has extensive rest and picnic areas as well as the Pony Express Pavilion which is used for outdoor concerts and events. Carson City, as the capital city, hosts a number of local and regional events throughout the year such as the Nevada Day Parade. Carson is also the home of The Brewery Arts Center—the destination for all cultural events in the area. It contains an Artisan's store, a pottery studio and various art galleries and exhibits. Musical and Theatrical performances are also held there.

The Carson City Parks and Recreation Department is an important component of the quality of life in Carson City and accommodates kids, adults and even dogs in their effort to provide recreational and fitness activities. The Olympic-size indoor pool the Aquatic Center is home to the Carson City Tigersharks swim team. In the south end of the city, Edmonds Park offers four girls softball fields, nine soccer fields, one multi-purpose football/soccer field, and a BMX track. Mills Park offers skateboarders a site to hone their skills. Many sports leagues are offered through the Parks and Recreation Department, including men's and youth basketball, Little League/T-Ball, Babe Ruth, girl's softball, Pop Warner Football, Flag Football, AYSO Soccer, High Desert Soccer, inline hockey, tennis, and more. The Parks Department offers a junior ski/snowboard program at Diamond Peak and a junior golf program is offered at Empire Ranch Golf Course. The Boys and Girls Club of Western Nevada provides a home away from home in a new state-of-the-art building featuring computer labs, a gym and so much more.

Carson City's northern Nevada location offers easy access to year-round sporting and recreational opportunities. America's greatest concentration of world-class ski resorts is located within an easy 30- to 90-minute drive and offers a variety of alpine and cross-country terrain. For those who enjoy college sports, the University of Nevada is home to several great teams, and Western Nevada College

has an excellent baseball team. Every golfer will enjoy the challenging and affordable play offered at the "Divine Nine" courses in the area.

Carson City has a public indoor swimming pool and two outdoor pools. The city also has six lighted tennis courts and a number of unlighted tennis courts, a number of baseball fields, and softball facilities. There are currently two championship 18-hole municipal golf courses which are located near Centennial Park approximately three miles east of downtown. Within 20 miles there are approximately 20 golf courses. There is also an outdoor handball court.

Local Government:

In 1969, Carson City and the former Ormsby County merged to consolidate government efficiencies. The merged government is now known as Carson City and administers all the affairs of the city and county with a city/county manager system. Carson City is governed by a mayor and a four-member Board of Supervisors who are elected to overlapping four-year terms. Carson City also has an appointed city manager who performs the administrative functions for the Board of Supervisors.

Zoning ordinances cover municipal, suburban, and rural locations. Development plans must be approved by the Planning Commission, City Council, Chief Engineer, and Building Department.

Taxes:

Nevada has a tax structure which generally favors businesses. Nevada's Freeport Law exempts personal property of interstate origin and destination from taxes while located within the state. This tax policy was expanded to include all types of business inventories; and in 1982, the state expanded the exemption to include all inventories in the state regardless of origin. In addition, Nevada presently has no personal income tax, bank excise tax, corporate income tax, inheritance tax, or franchise tax.

Real and personal property are currently taxed at 35% of the assessed valuation. Carson City's current property tax rate is \$3.56 per \$100 of assessed valuation, capped at 35%.

A sales and use tax of 7.47% is imposed on retail sales of personal property. Many services, utilities, food for home consumption, and prescription drugs and medical supplies are exempt from this sales tax.

Population and Area Growth:

Prior to 1960, Carson City (then Ormsby County) was a small county with an economy dominated by its main industry, state government. The statewide population boom that began in the early 1960s and continued until the mid 2000s yielded significant regional population increase.

Carson City's growth has been driven by a number of factors over the years. However, that growth has stagnated and actually declined. The population of Nevada increased from roughly 500,000 in 1960 to over 2.6 million in 2010. The corresponding decline in growth and in government has decreased Carson City's employment base. State of Nevada Demographer has indicated that Nevada's population declined approximately 2.6% during the prior fiscal year.

According to the State Demographer, the Carson City population is approximately 55,274, which is approximately 1.318% decline from the previous year. This is compared to the .08% decrease in 2008 as compared to increases of 3.6% in years 2006 through 2007 and a 4.1% increase in 2005 and 2006. Nevada had been one of the fastest-growing states in the union over the last 20 years. However, as indicated by the current statistics, Nevada's growth has not only slowed but started to decline.

New and expanding businesses in the Carson Valley were a factor in the steady growth in the past. However, as of the current date, that growth patterns has subsided and actually declined.

Employment:

Unlike Nevada in general, Carson City's employment is not dominated by tourism, or more precisely, hotel-casinos. There are about 1,748 businesses in Carson City employing approximately 26,937 persons. Thirty percent are employed in the service industry and 25% by the government. Manufacturing and retail employ the remainder. As is evident, Carson City's employment is more diversified than the state as a whole, and more diverse than the state's two largest urban areas, Las Vegas (Clark) and Reno/Sparks (Washoe). Currently, the unemployment rate in the Carson MSA is estimated at 9.8% as of April 30, 2014, according to the Bureau of Labor Statistics, as compared to the overall unemployment rate of the state at 8.5%. The national rate is estimated at 6.7%. Nevada as whole is considered to have one of the largest unemployment rates in the nation.

The following is a list of the top employers in Carson City from the fourth quarter of 2012:

1,500 - 1,999 Employees	Carson Tahoe Health
1,000 - 1,499 Employees	Carson City School District
500 - 999 Employees	Carson City Municipal Government
	Nevada Department of Transportation
	Western Nevada College
200 - 499 Employees	Nevada Department of Corrections
	Legislative Counsel Bureau
	Nevada Department of Motor Vehicles
	Casino Fandango
	Walmart
	Click Bond, Inc.
	Precision Castparts Corp.
	Gold Dust West Hotel and Casino
	Carson Nugget
	Costco Wholesale Corporation
	Nevada Department of Conservation and Natural Resources
	Chromalloy Nevada
100-199 Employees	Nevada Department of Health and Human Services,
	Division of Welfare and Supportive Services
	Nevada Department of Taxation
	Sierra Surgery and Imaging

ECONOMIC BASE:

The economic base for the area includes both Carson City and Reno, and many residents commute between the two areas. The major employers in Carson City are government employment, tourist and general services, wholesale/retail sales, and industrial/manufacturing. Government employment at the state, federal, and county levels provide a stable economic base. Tourist commercial enterprises, although viable and relatively stable, have always been overshadowed by the larger nearby casinos and hotels of Reno and Lake Tahoe. However, the proximity of these more well known tourist areas make Carson City a desirable bedroom community, particularly for mid-level executives who want to raise a family in a slower-paced community and who do not mind a 30±-mile commute.

Tourism/Gaming:

Carson City hosts a small but stable tourism industry, centered around the city's gambling halls (casinos). There are also some historical points of interest such as the State Museum and the Railway Museum along with its proximity to Virginia City and Lake Tahoe.

The primary casinos in Carson City are Bodines Casino, Carson Nugget, Carson Station, Casino Fandango, and the Gold Dust West Hotel and Casino. The economic condition of the gambling industry is usually best measured by changes in gross gaming revenues. However, beginning in 1993, the Gaming Control Board has begun reporting gambling revenue for Carson City combined with Douglas County, excluding the South Shore (Lake Tahoe) casino district which makes year-to-year comparisons for Carson City itself impossible. But, the entire area has experienced a slow downward trend in gaming revenue.

Carson City has never been a destination resort, and the hotel room business is considered primarily an adjunct to the casino business. Thus, its fluctuations are not considered significant. A more consistent and generally reliable indicator is the retail sales tax. This indicator is used to measure tourism growth and local growth. The growth in local trade (retail) is a good indicator for Carson City, which is becoming the established trade center for other growing bedroom communities such as Dayton and Gardnerville/Minden in the Carson Valley. On the horizon, the national proliferation of gaming will undoubtedly eventually impact state and local gaming. To date, western Nevada's principal markets of California, Oregon, Washington, and British Columbia remain relatively casino-free. However, even states with limited gambling have seen a proliferation of Indian enterprises on reservation lands. This trend is likely to continue.

Wholesale/Retail Sales:

Carson City is a regional shopping center for an area containing in excess of 100,000 people. This regional shopping area includes the Eagle Valley, Carson Valley, Dayton, and portions of Washoe Valley. Additional use of the Carson City retail shopping facilities is made by those from the Bishop area, which is south of Carson City, as well as from people in the Fallon area, and a sizable portion of the people living on the southern and eastern shores of Lake Tahoe. Several shopping centers serve the area, in addition to the downtown business core.

The primary retail shopping centers are located along the South Carson Street corridor in Carson City, with one other center on Highway 50 East. The major retailers include JC Penney, CVS Drugs, and Wal-Mart. Mervyn's and Gottschalks have both closed in the last few years. South of the shopping center, Target and Home Depot opened. Also, in the same area a Costco was opened. The downtown business district has experienced a high vacancy rate and depressed rents for older businesses having limited parking. Many of the older buildings are in only fair condition. This is in large part due to the substantial traffic volume on U.S. Highway

395. Carson City has taken steps to improve the parking situation by purchasing additional property and creating off-street parking in the downtown area. This congestion has been alleviated by the freeway bypass. The first leg of this bypass was completed and opened February 16, 2006.

With the completion of the I-580 segment from the Mt. Rose Highway to Washoe Valley in 2010, Carson City was linked for the first time to the nation's interstate system. The bypass, when completed, should significantly alleviate traffic congestion on the current north-south U.S. 395 route which is not a controlled access through the downtown Carson City core.

Industrial/Manufacturing:

According to the Carson City Chamber of Commerce, Carson City currently has a higher percentage of manufacturing jobs than any other county in the state. Adequate land for industry is currently available in Carson City, but it must compete with the Reno/Sparks industrial areas. Carson City is at a somewhat competitive disadvantage since there is no rail service and only minimal air transportation.

With vacant industrial land remaining in Reno/Sparks, the transportation disadvantage of Carson will continue to impact industrial absorption for years to come, at least relative to large storage and distribution firms. To offset Reno's transportation advantage, Carson City has been focusing its promotional programs towards research and development firms, light manufacturing, and fabricating, which are less dependent on transportation.

Carson City also receives some benefit from nearby industrial centers in Lyon County, notably Moundhouse and Dayton. The former houses small start-up facilities in lowcost buildings; its main appeal is low cost. Dayton houses larger facilities from national or large regional industries.

Incubator office-warehouse units are concentrated both in the airport industrial area and in New Empire, a mixed industrial area at the east edge of Carson on Highway 50. The Shaheen Company of Carson City is the more prominent developer in this area, with the Shaheen North and Shaheen South Business Parks of East College Parkway south of the airport. These projects are typically tilt-up office-warehouses with suites in increments of 2,500 feet. They have above average architectural amenities, good landscaping, and are well maintained.

Other incubator centers are scattered through the industrial district north of the airport as well. These include the Conestoga and Convair Commerce centers, which are metal frame buildings with storefronts and roll-up doors.

The New Empire incubator district includes both til-up and metal buildings. Quality and rent levels are typical for the area, depending on building quality and condition.

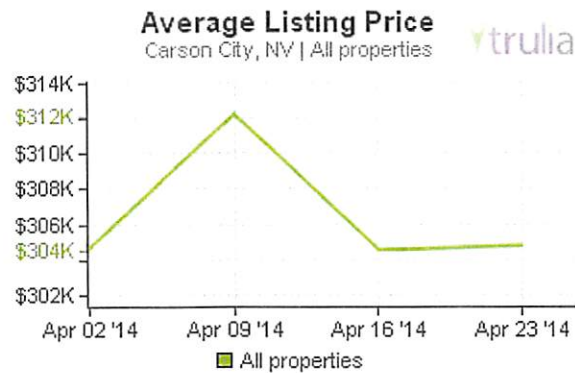
Occupancy is generally fairly weak, but leasing agents report a large drop-off in interest for incubator units in town. Market-wide vacancy is approximately 25%.

Historically, most of the tenants or owners were smaller firms with local origins and clients. These firms usually occupied buildings of 20,000 square feet or less. Recent, relocating firms (mostly from California) are substantially larger, and a moderate level of new construction in the 40,000+ square foot size range is becoming more common-place. These new companies show a definite preference for build-to-suit, owner-occupied facilities. Leases are less common in Carson than they are in Reno. Whereas Reno's industrial neighborhoods are largely occupied by storage and distribution firms, Carson tends to cater more to small manufacturers. Small firms with less than 100 employees tend to be attracted to the quality of life factors and the lower tax climate.

The economic balance in the market sector is fairly diverse considering the city's size. New construction is almost non-existent due to the current poor economy.

Housing

The average price per square foot for Carson City was \$120, an increase of 17.6% compared to the same period last year. The median sales price for homes in Carson City for January 2014 to April 2014 was \$178,000 based on 70 home sales. Compared to the same period one year ago, the median home sales price increased 19.3%, or \$28,850, and the number of home sales decreased 55.7%. There are currently 411 resale and new homes in Carson City on Trulia, including 4 open houses, as well as 138 homes in the pre-foreclosure, auction, or bank-owned stages of the foreclosure process. The average listing price for homes for sale in Carson City was \$304,719 for the week ending April 23, which represents an increase of 0.1%, or \$223, compared to the prior week.



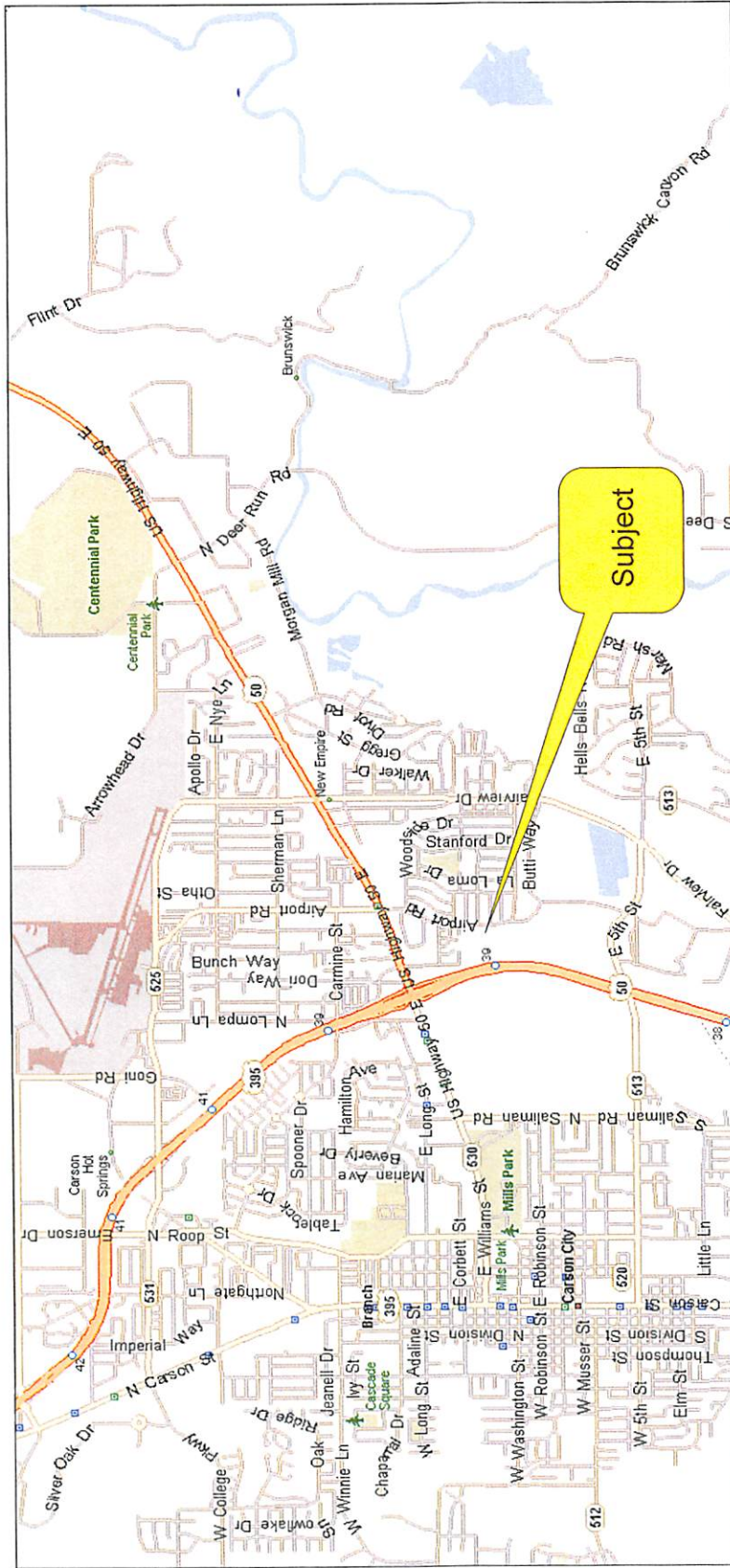
CONCLUSION:

Carson City has a number of positive environmental and social factors that contribute to a good quality of life. It is perceived as a desirable bedroom community for Reno and Lake Tahoe workers and executives.

It has in the past attracted a diverse economic mix of light manufacturing and retail concerns. JC Penney moved adjacent to Wal-Mart. Target and Home Depot opened south of Wal-Mart and Costco opened in the same area. The downtown is anticipated to be revitalized following the completion of a bypass for U.S. Highway 395 out of the downtown area over the next few years. The immigration of relocating manufacturers is likely to continue as long as Nevada maintains an edge in its tax structure and continues to offer affordable housing.

Based on the recent economic troubles of Nevada as well as the nation, the economic outlook for Carson City is bleak. Unemployment is improving but still high and there is only limited new construction of commercial and residential properties. The saving grace for Carson City as the State pulls out of these poor economic times is the fact that it is the state capital with somewhat of a high demand for government employment. But while the state is also in an economic turndown this employment demand is also at an all time low.

NEIGHBORHOOD MAP



NEIGHBORHOOD DESCRIPTION

The subject is located in central east portion of Carson City, approximately 2± miles east of the downtown business district. The boundaries of the subject neighborhood are generally formed by College Parkway and the Carson City's East and West Golf Courses to the north, East Fifth Street to the south, and the eastern foothills to the east and the U.S. Highway 395 bypass to the west. The immediate subject neighborhood primarily involves the commercial/industrial corridor located along U.S. Highway 50 East.

U.S. Highway 50 East, also known as East Williams Street, is the major east-west thoroughfare in the subject neighborhood. It extends in an easterly direction from its intersection with Carson Street and connects Carson City with a number of rural communities to the east, including Mound House, Dayton, Silver Springs, Fernley, and Fallon.

In the vicinity of the subject property, U.S. Highway 50 East is a two-way, four-lane asphalt paved roadway involving a central turn lane. Portions of the highway is also improved with concrete curbs, gutters, and sidewalks. Within the subject neighborhood a number of north-south roadway which intersect Highway 50. The predominant north-south arterial streets that intersect with U.S. Highway 50 include U.S. Highway 395 Bypass, Lompa Lane, Airport Road, the eastern loop of the Carson Parkway/Fairview Drive, and the Arrowhead Drive/Deer Run Road intersection. Another major arterial within the subject neighborhood is the U.S. Highway 395 Bypass. The north leg of the bypass opened in February 2006. The bypass extends along the east side of Carson City where a full interchange is located at U.S. Highway 50 near Lompa Lane. Once the entire freeway bypass is completed, it should generally enhance accessibility as well as marketability of many of the properties in the subject neighborhood. The subject is located approximately 2± miles east of the bypass.

As the major east-west thoroughfare in Carson City, U.S. Highway 50 is improved with a variety of commercial and industrial developments including retail businesses, professional office complexes, neighborhood shopping centers, fast food restaurants, storage facilities, auto and truck repair shops, etc. The most intense commercial utilizations along U.S. Highway 50 are located proximate to the bypass between the bypass and College Parkway/Fairview Drive intersections and along U.S. Highway 50. Traveling eastward from the bypass, the commercial developments decline in both quantity and quality. For example, between the bypass and College Parkway/Fairview Drive intersections, the commercial utilizations are

primarily oriented toward retail/commercial, fast food restaurants, automobile repair facilities, used car lots, and miscellaneous small businesses. East of the College Parkway/Fairview Drive intersection in the New Empire area of the commercial development involves a variety of light industrial utilizations, auto and truck related repair shops, and material storage yards. The subject is located in the region.

The primary use of the properties located outside of the U.S. Highway 50 commercial corridor is residential. The southwest portion of the neighborhood is dominated by older to moderately aged single and multi-family houses as well as some retail and office uses. Mobile home housing is predominant in the northwest section of the neighborhood between U.S. Highway 50 and the Carson City Airport. Along the northeast end of the subject neighborhood are single-family homes with lot sizes ranging from 6,000± sf to 1± acres.

The housing in the southwest section of the neighborhood is predominantly tract homes located on 6,000± to 10,000± sf lots. The single-family homes in the neighborhood typically range in price from \$50,000 to \$150,000. Overall, home prices in the subject neighborhood tend to set the lower overall unit value when compared to the northwestern and south Carson areas. Located in the southwest portion of the neighborhood is the Lompa Ranch, which contains some 350± acres. This is one of the last remaining undeveloped portions in the urban region of Carson City. The 395 Bypass has bisected this ranch.

The subject neighborhood consists basically of level topography and has an adequate system of roadways, which provides access not only within the neighborhood, but also to the surrounding areas. All utilities are available through the neighborhood, including electrical services provided by NV Energy, natural gas provided by Southwest Gas Corporation, telephone provided by AT&T, and water and sewer provided by Carson City.

The subject neighborhood offers a variety of property types and utilizations; however, there are no inharmonious areas within the immediate neighborhood of the subject property that would have a detrimental effect on property values. Retail and commercial utilizations are located along U.S. Highway 50 East, with the most intensive development occurring in the western portion of the neighborhood proximate to the bypass.

In conclusion, the subject neighborhood is considered to have good access due to its frontage on U.S. Highway 50, one of the city's major thoroughfares. U.S. Highway 50 bisects the neighborhood. As residential development in the area continues to expand and build up the neighborhood commercial growth is expected

to follow. Furthermore, once the Carson City/U.S. 395 Bypass is completed, accessibility to the region will further be enhanced providing easy access to both the Carson Valley area to the south and the Reno/Sparks area to the north. The biggest deterrent to the subject neighborhood is the lack of continuity and quality in appearance in both residential and commercial properties.

EXHIBIT B – Future Multi-Use Pathway

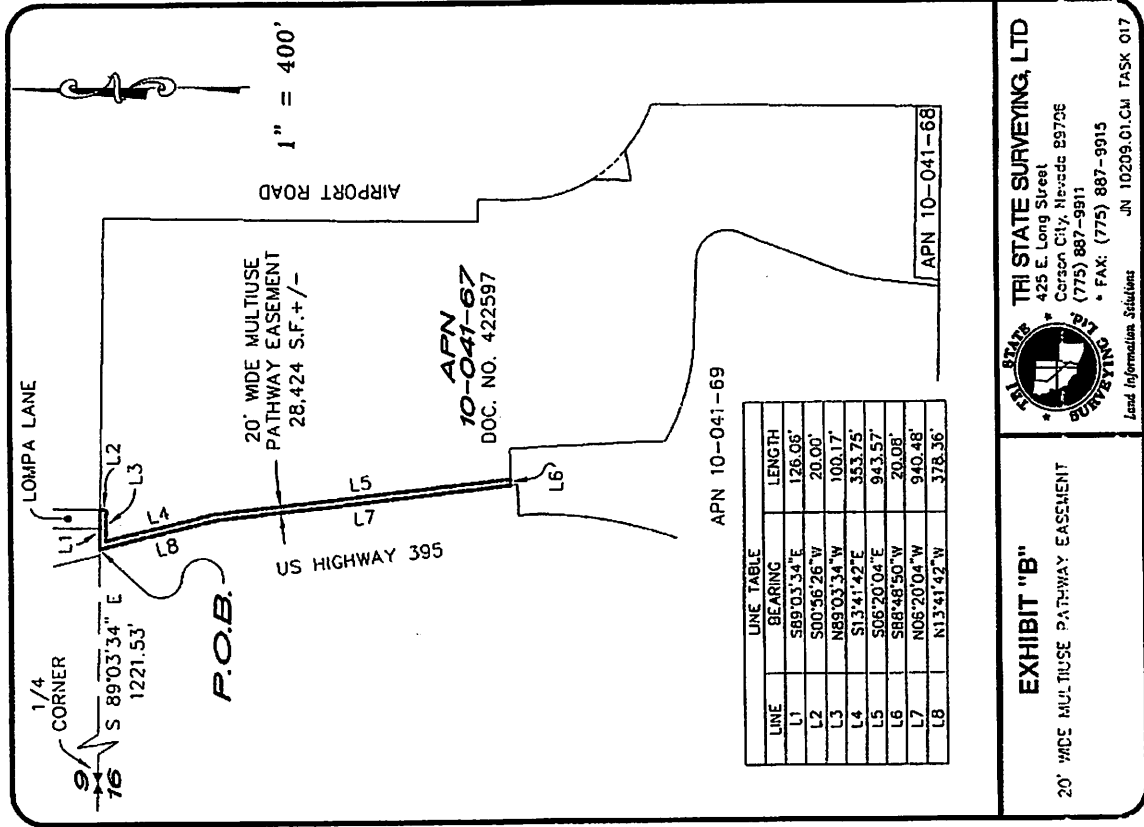


EXHIBIT "B"
20' WIDE MULTI-USE PATHWAY EASEMENT

TRI STATE SURVEYING, LTD
425 E. Long Street
Carson City, Nevada 89706
(775) 887-9911
FAX: (775) 887-9915
Lead Information Specialist JUN 10209.01.CM TASK 017

PROPERTY IDENTIFICATION AND SITE DESCRIPTION

Property Owner Arraiz Family 1993 Trust

Parcel Address East 5th Street, Carson City, NV 89701

Assessor's Parcel Number/Land Area 010-141-67 47.16± ac

Access

The subject property has access via North Lompa Lane, Airport Road and E. 5th Street. Access is considered to be both adequate and typical.

Site Shape and Dimensions

The subject properties are irregular in shape. The parcel contains 47.16± acres. The reader is referred to several maps within this report to better visualize the site.

Topography

The subject property involves almost level terrain above street grade with average drainage.

Easements

The appraiser has not been supplied with a preliminary title report. However, public records would indicate that there are several easements on the subject site. However, these easements are typical for the area and none appear to have an overall negative effect on development of the subject site.

Utilities

Type of Utility	Purveyor	Availability
Electricity	NV Energy	Developed to the site
Natural Gas/Propane	Southwest Gas	Developed to the site
Water	City water	Developed to the site
Sewage	City sewer	Developed to the site
Garbage	Capitol Sanitation	Available to site
Telephone	AT&T	Developed to the site

Water Rights

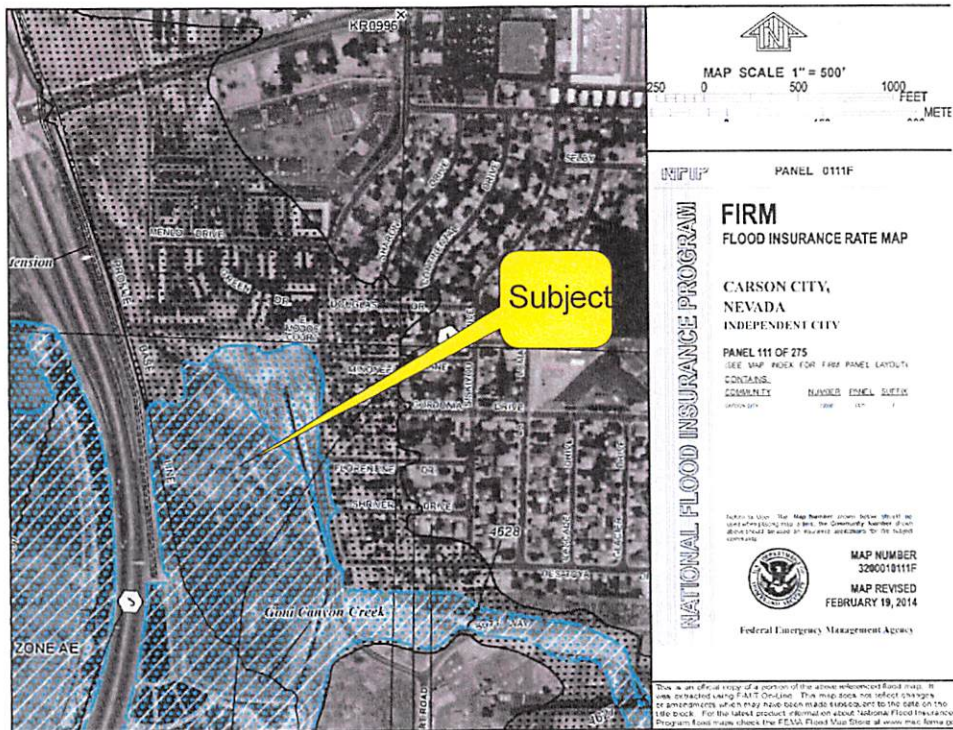
None noted/none to be acquired. The property is serviced with all public utilities.

Environmental Observations

The subject site involves an unimproved agricultural site that has never been developed. The property has not ever been developed. A physical inspection of the site revealed no overt signs of environmental contamination, and none is anticipated.

Flood Zone

Flood Zone AE, a 100-year Flood Zone, FEMA Community Panel Number 3200010111F, effective February 19, 2014.



Wetlands

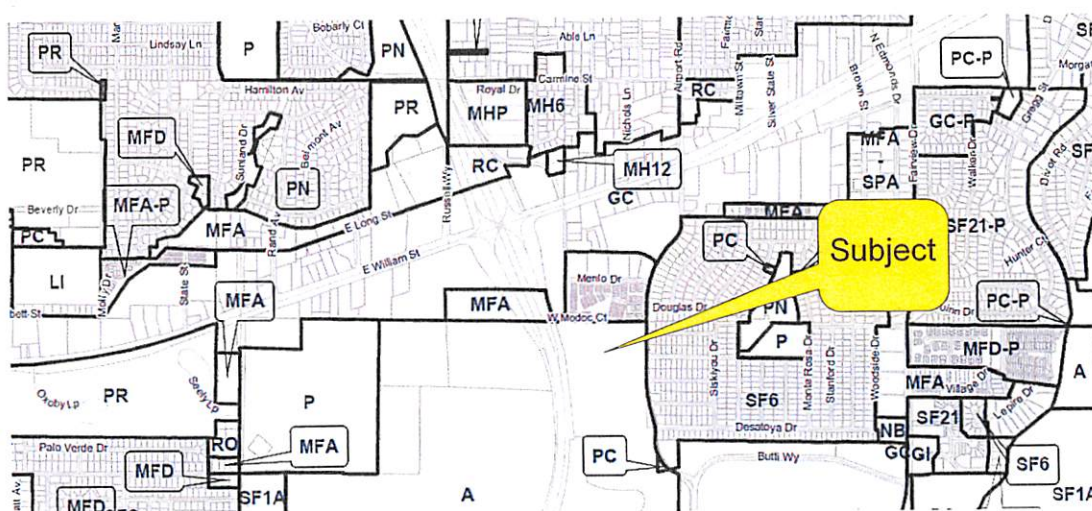
None noted, none anticipated.

Zoning

A (Agricultural)

The purpose of the A, Agricultural, zoning is for agricultural uses. However, this property is one of the last farm holdings within the center of Carson City and has a Master Plan overlay of Mixed Use Employment.

Zoning Map



Development Approval/Entitlements

None

Current Use

Vacant agricultural use

Assessed Values and Taxes

Assessor's Parcel Number	010-141-67
Assessed Values	2013-2014
Land	\$177
Improvements	\$0
Total Assessed Value	\$177
Total Taxes	\$9.86*
Taxable Value	\$286

*The subject property has a agricultural deferment which means that taxes are basically nil. However, as the property is rezoned and developed it will have more typical values and more than likely will have a commercial zoned tax.

Special Assessments None

Soil Conditions

A soils report was not available. However, the character of the surrounding improvements suggests that soil conditions are conducive to development.

Seismic Hazards

According to the 1997 Uniform Building Code, the Carson City area falls within a seismic risk zone 3. Zone 3 encompasses areas that have a number of local faults and where there is a relatively strong possibility of moderate seismic activity. Special construction techniques are necessary but these conditions are typical throughout northern Nevada.

Surrounding Uses

The surrounding uses in the immediate area are either vacant, commercial, or industrial with some multi-family properties located to the east.

Site Improvements

The subject property is an unimproved agricultural site ready for development. After an inspection of the subject site and a review of the proposed permanent easement, it is this appraiser's opinion that they do not affect any improvements. Therefore, the property is being valued as vacant and ready to be put to its highest and best use, which is vacant land.

HIGHEST AND BEST USE ANALYSIS

The concept of highest and best use is fundamental to the appraisal process. Generally, land is appraised at its highest and best use as vacant. Highest and best use is a matter of opinion, not a finding of fact. It is based on an analysis of the site's physical attributes, its legal entitlements, and its market environment.

The Appraisal Institute, in its standard text *The Appraisal of Real Estate* defines highest and best use as "the reasonable, probable, and legal use of a vacant land or an improved property which is physically possible, appropriately supported, and results in the highest value.

HIGHEST AND BEST USE AS IF VACANT

Legally Permissible

The first consideration of the highest and best use of the subject property is the legally permissible uses of the property as if vacant. Primarily, this is directed at the zoning of the property; the covenants, conditions, and restrictions of the property; and the development standards of the subdivision in which the subject property is located.

The subject property is located within Carson City, Nevada, and is subject to their current zoning ordinance. According to a representative of the Zoning Department of Carson City, the subject property is currently zoned A (Agricultural). The purpose of the A, Agricultural District, is primarily for farming and livestock use. However, the subject property is considered one of the last large land holdings and was formerly a part of the Lompa Ranch. The property is part of Carson City's Master Plan and has been designed as a Mixed Use Employment, or MUE. The MUE designation is intended to provide concentrated areas of high quality employment facilities that are integrated with or adjacent to complementary retail and commercial uses and/or high density residential uses. Any new development may include corporate office headquarters, research and development facilities, hospitals, medical centers and offices and educational facilities in a plain campus like setting. The MUE designation also encompasses smaller live-work complexes consisting of single buildings or several buildings that are not located within a typical office park setting but are located on infill sites within established areas of the city. The Mixed Use Employment Master Plan is commercial in nature. Because of this Master Plan overlay, change from agricultural to commercial zoning should be quite easy.

A commercial use is the most probable development of the subject property.

The appraiser is aware that there are several easements on the property. These easements were analyzed to determine the impact of potential property uses. Due to the location of these easements, it was concluded that these encumbrances would not impact the use or development of the subject property.

There are no other deed restrictions or legal encumbrances which further constrain the legally permissible uses of the subject site. Based on the legal characteristics of the property, specifically the current zoning and the Master Plan of Mixed Use Employment (MUE), it is this appraiser's opinion that a commercial zoning or commercial use similar to what is located within the immediate area is appropriate for the subject site.

Physically Possible

The next step in estimating the subject site's highest and best use is to determine which legally permissible use(s) is physically possible for the subject property. This analysis considers the physical characteristics of the site as well as surrounding uses which might influence the potential use. As explained in the Site Analysis section of this report, the site contains 47.16± acres. The site is relatively level and is located in a Flood Zone AE, which is a 100-year flood plain. The subject property has access from several points including North Lompa Lane, Airport Road, and East 5th Street. Access is considered to be both adequate and typical. There are no adverse easements that would affect the value or the utility of the property. Public water and sewer are available, as are gas, electricity, telephone, and cable. The subject site can utilize all of these typical utilities.

Due to the access and visibility of the subject site, it is felt that the site is adequate for various types of property uses. Those property uses which require high visibility and high traffic volume would be typical for the subject site. Thus, the subject's physical attributes are considered to be conducive for commercial oriented properties and/or commercial/office oriented uses which would require high volumes of traffic.

The appraiser has also examined the surrounding properties and development trends in the immediate area in order to gain insight as to physical constraints experienced by other similar sites. The surrounding acreage enjoys the same positive attributes as the subject site and basically the same physical characteristics. The majority of the properties surrounding the subject property have been developed with similar commercial uses and/or multi-family uses.

Surrounding land use relates to the principle of conformity. This principle holds that "real property value is created and sustained when the characteristics of a property conform to the demands of its market."²² Inherent in this principle is a compatibility of land uses in an area, as well as a reasonable degree of homogeneity. From a compatibility standpoint it is most likely that the subject site as vacant would be developed with some type of commercial facility because of the fact that this type of use blends well with the surrounding development.

In conclusion, the physical aspects of the subject site best lend themselves to some type of commercial use because of the surrounding development and the general characteristics of the immediate area. The principle of conformity leads the appraiser to the conclusion that some type of commercial development is appropriate for the subject site.

Financially Feasible

The legally permissible and more specifically, the physically possible and compatible considerations narrowed the subject site's potential development alternatives to commercial use. The next consideration is that of financial feasibility, specifically whether or not a commercial use indicated by the legally permissible and physically possible considerations is profitable at this time. In other words, do the potential benefits from the operation of the selected uses outweigh the cost of constructing such a project?

According to the *Area Analysis* of Carson City, it is indicated that the Carson City market had seen a major decline in its economic base. This decline appears to be slowly improving. However, there is still limited commercial demand. According to representatives of the Building Department for Carson City, in the years 2012, 2013, and year-to-date 2014, there were only two new commercial building permits issued per year for those years, indicating a very minimal demand for new commercial development. Therefore, though the subject meets the physical and legal characteristics for commercial development, there little indication in the current market that there is demand for new commercial development.

Therefore, as of the date of the appraisal, it is this appraiser's opinion that the financially feasible use of the site is to be held as vacant for future speculation as commercial development.

²²*The Appraisal of Real Estate*, 12th Edition, published by the Appraisal Institute, 2001, page 319

Maximally Productive Use

The final step in estimating the highest and best use is to determine which use among the feasible uses would produce the highest net return or the highest net present value to the property. This analysis also focuses on the most appropriate density, type of finish-out, and other building attributes that are more specific than the use of the property.

As it was concluded in the *Financially Feasible* section, there is limited demand for commercial development in the Carson area and the property should be held as vacant for speculation. There is no need for further analysis of the maximally productive use. The highest and best use as vacant is estimated to be held as vacant for future commercial speculation.

Conclusion, As If Vacant

Based on the preceding analysis of the legally permissible, physically possible, financially feasible, and maximally productive uses, it is the appraiser's opinion that the highest and best use of the subject site, as if vacant, would be to be held as vacant for development until economic conditions would warrant new commercial construction on the site.

Most Probable Purchaser

The most probable purchaser of the subject site is considered to be an investor.

APPRAISAL OVERVIEW

In the appraisal of real estate, there are three basic traditional approaches for estimating property values. The three approaches are: Direct Sales Comparison Approach (also referred to as the Market Approach), the Cost Approach and the Income Approach. The final step in estimating a property's "market value" (i.e., the most probable selling price), is to correlate the value estimate of the three approaches into a single value estimate.

The Cost Approach

This approach is based on the proposition that an informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use for the land, or when unique or specialized improvements are located on the site for which there exists no comparable properties on the market. The subject property is improved as an industrial use. However, the property is being appraised as though vacant and ready to be put to its highest and best use. The Cost Approach is not considered to be relevant and therefore has been omitted from this report.

Income Approach

This approach is based on the proposition that a property is worth no more than the capitalized value of the income stream that the property is capable of generating. The procedure converts anticipated benefits (dollar income), to be derived from the ownership of property into a value estimate. The Income Approach is widely applied in appraising income producing properties. Anticipated future income and/or reversions are discounted to a present worth figure through the capitalization process. The subject property is unimproved vacant land. The Income Approach is not considered to be relevant and therefore has been omitted from this report.

Direct Sales Comparison Approach

This approach is based on the proposition that an informed purchaser would pay no more for a property than the cost to him of acquiring an existing property with the same utility. It is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. Adjustments

extracted from the market are applied to the comparable sales for any differences that exist between the sales and the subject. The categories of adjustment include, but are not limited to, location, access, size, shape, market conditions at the time of sale and the terms of the sale.

SALES COMPARISON APPROACH TO VALUE

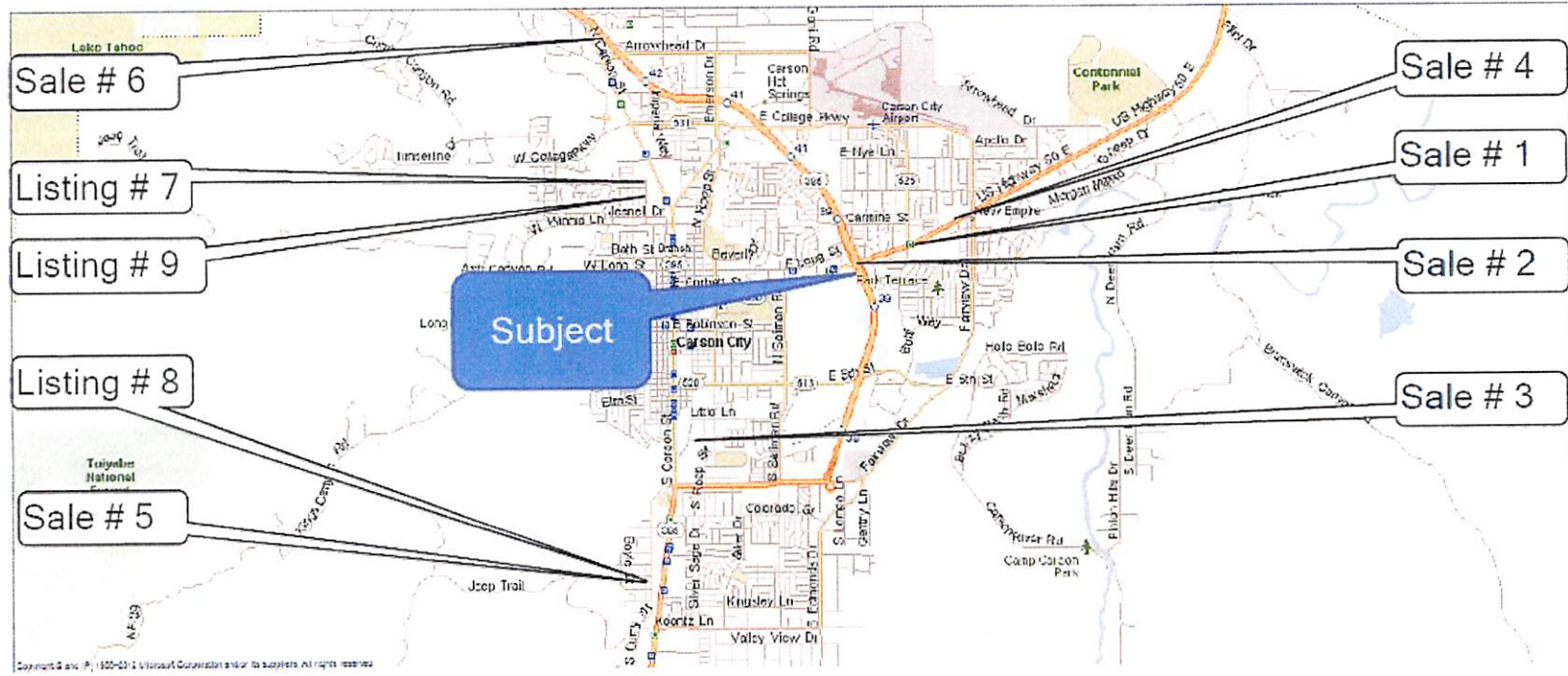
The first step in this approach is to identify the highest and best use of the subject. Then, the public record is canvassed for sales of properties with the same or a similar highest and best use. The appropriate sales are verified, and the sale prices are reduced to a consistent unit of measure, in this case an industrial site. These prices can then be used to establish a typical range of value for a property of the subject's class. Individual elements of these sales are compared to the subject, and an overall judgment can be made as to how the subject compares with other properties in its class.

The sales charted on the next page are appropriate for the valuation of the subject.

COMPARABLE LAND SALE CHART

Sale No.	APN Address	Sale Date	Sale Price	Land Area	Zoning	Price/sf	Comments
1	008-161-07 2794 Highway 50 E. Carson City, NV	12-29-11	\$445,500	1.08± ac 47,044.80± sf	GC	\$9.47	Minor improvements
2	008-153-01 2651 Highway 50 E. Carson City, NV	12-17-12	\$1,800,000	2.188± ac 95,322± sf	GC	\$18.88	Vacant site
3	003-064-15 1480 S. Curry Street Carson City, NV	02-27-13	\$247,634	1.137± ac 49,527± sf	RC	\$5.00	Office pad site
4	008-152-06 2035 E. Williams Carson City, NV	03-15-13	\$962,500	3.069± ac 133,687± sf	GC	\$7.20	Vacant site
5	009-268-02 211 W. Appion Way Carson City, NV	05-30-13	\$139,482	.41± ac 17,860± sf	GC	\$7.81	Vacant site
6	002-764-02 4539 N. Carson Street Carson City, NV	08-09-13	\$581,090	1.334± ac 58,118± sf	RC	\$10.00	Vacant site
Listing 7	001-032-31 2172 N. Carson St. Carson City, NV	Current	\$450,000	1.10± ac 48,013± sf	RC	\$9.37	Vacant site
Listing 8	001-032-20 and 21 2706 & 2748 N Carson Street Carson City, NV	Current	\$850,000	2.13± ac 92,782.80± sf	RC	\$9.16	Vacant site
Listing 9	001-032-04 2110 N. Carson Street Carson City, NV	Current	\$259,000	.791± ac 34,442± sf	RC	\$7.52	Vacant site

COMPARABLE LAND SALES LOCATION MAP



LAND SALES DATA

COMPARABLE LAND SALE #1

County: Carson City **APN:** 008-161-07 **Type:** Vacant Land

Location: North side of Highway 50 East, between Nichols Lane and Highway 395

Grantor: Robert J. Polichio, Susan P. Galbraith & Joan Polichio Palm (Trustees)

Grantee: HMAV, LLC

Deed Date: 12-27-11 **Recording Date:** 12-29-11

RPTT: \$1,737.45 **Doc. No.:** 418344

Legal Description: Retained in File

Size: . 1.08± ac **Zoning:** GC (General Commercial)

Land Use: Vacant Commercial **Utilities:** All available

Access: Good **Topography:** Level

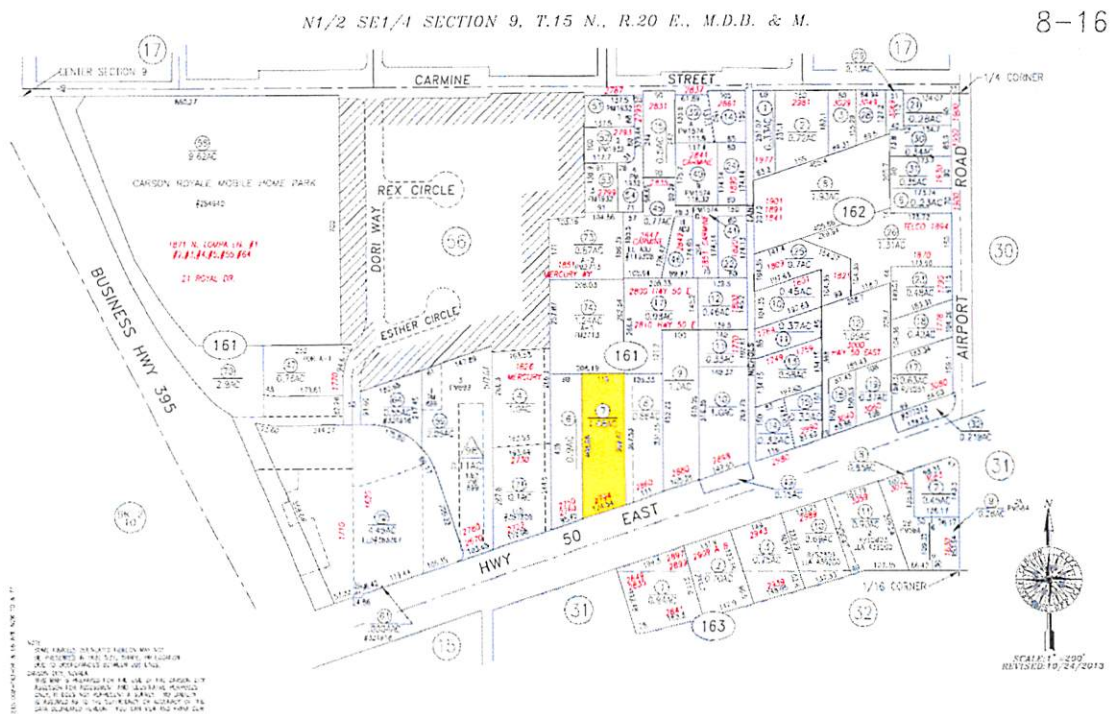
Sale Price: \$445,500 **Unit Price:** \$9.47/sf

Financing: Cash to seller

Verified with: Public records, Pat Leed (NDOT) 6-12-12
Anthony J. Wren, MAI, SRA, 3/14



LAND SALE # 1



COMPARABLE LAND SALE #2

County: Carson City **APN:** 008-153-01 **Type:** Vacant Land
Location: Southeast corner US Highway 395, Highway 50 East, & Lompa Lane
Grantor: Carson Land Holdings, LLC
Grantee: Golden Gate Petroleum of Nevada LLC
Deed Date: 12-11-12 **Recording Date:** 12-17-12
RPTT: \$7,020.00 **Doc. No.:** 429303
Legal Description: Parcel 1 of Parcel Map No. 2782
Size: . 2.188± ac **Zoning:** GC (General Commercial)
Land Use: Vacant Commercial **Utilities:** All available
Access: Good **Topography:** Level
Sale Price: \$1,800,000 **Unit Price:** \$18.88/sf
Financing: Cash to seller
Verified with: Public records, Dan Hubbard, Broker (702) 688-6934
Anthony J. Wren, MAI, SRA, 3/14



COMPARABLE LAND SALE #3

County: Carson City **APN:** 003-064-15 **Type:** Vacant Land
Location: West side of Curry Street, south of the NWC Lake Street & Curry Street
Grantor: Curry Village LLC
Grantee: First Financial Collateral, Inc.
Deed Date: 02-15-13 **Recording Date:** 02-27-13
RPTT: \$967.20 **Doc. No.:** 431672
Legal Description: Parcel 2 of Parcel Map No. 2642
Size: . 1.137± ac **Zoning:** RC (Retail Commercial)
Land Use: Vacant Commercial **Utilities:** All available
Access: Good **Topography:** Level
Sale Price: \$247,634 **Unit Price:** \$5.00/sf
Financing: Cash to seller
Verified with: Public records, Brian Armon, Broker (775) 851-9500
Anthony J. Wren, MAI, SRA, 3/14

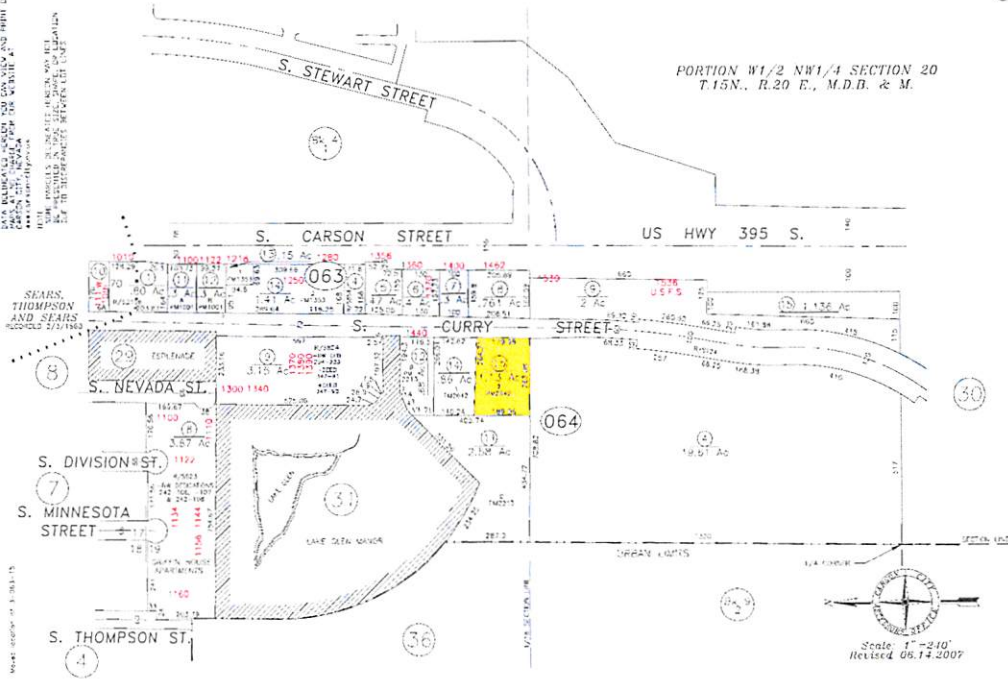


LAND SALE # 3



3-06

THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY PLANNING DEPARTMENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE PLANNING DEPARTMENT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION CONTAINED HEREIN. THE PLANNING DEPARTMENT DOES NOT ASSUME ANY LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF THE USE OF THIS MAP.

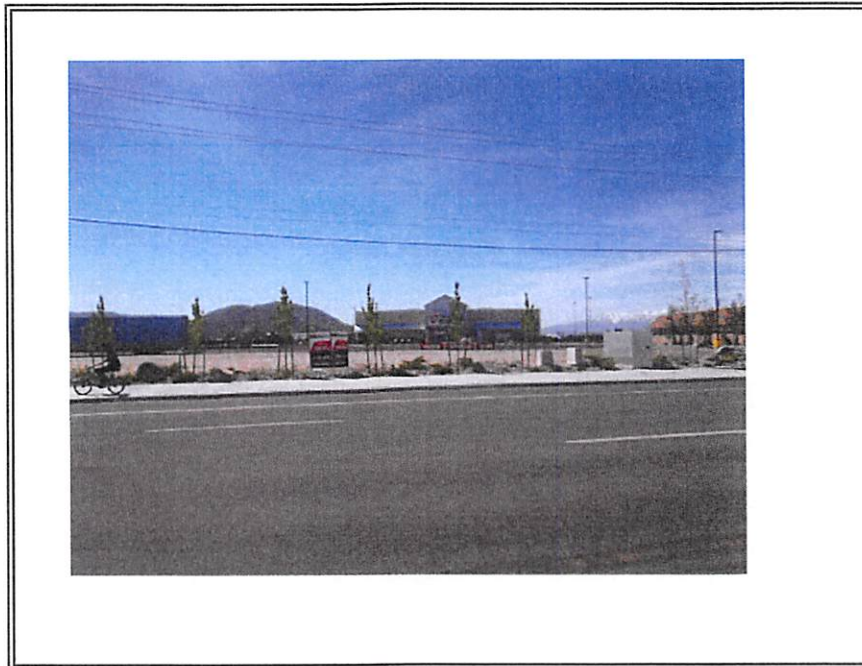


COMPARABLE LAND SALE #4

County: Carson City **APN:** 008-152-06 **Type:** Vacant Land
Location: South side of East Williams, between North Saliman Road and West Highway 395
Grantor: Michael Manfrin 1996 Trust et al.
Grantee: California Gold Development Corp.
Deed Date: 02-21-13 **Recording Date:** 03-15-13
RPTT: \$2,753.75 **Doc. No.:** 432274
Legal Description: Retained in File
Size: . 3.069± ac **Zoning:** GC (General Commercial)
Land Use: Vacant Commercial **Utilities:** All available
Access: Good **Topography:** Level
Sale Price: \$962,500 **Unit Price:** \$7.20/sf
Financing: Cash to seller
Verified with: Public records, Dan Hubbard, Broker (702) 688-6934
Anthony J. Wren, MAI, SRA, 3/14

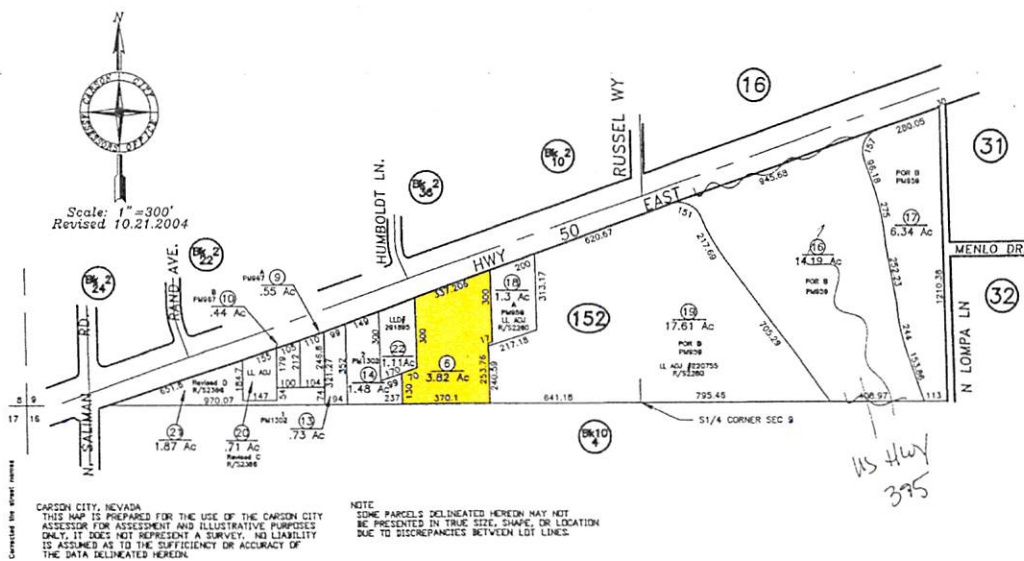


LAND SALE # 4



PORTION S1/2 SECTION 9, T.15 N., R.20 E., M.D.B. & M.

8-15



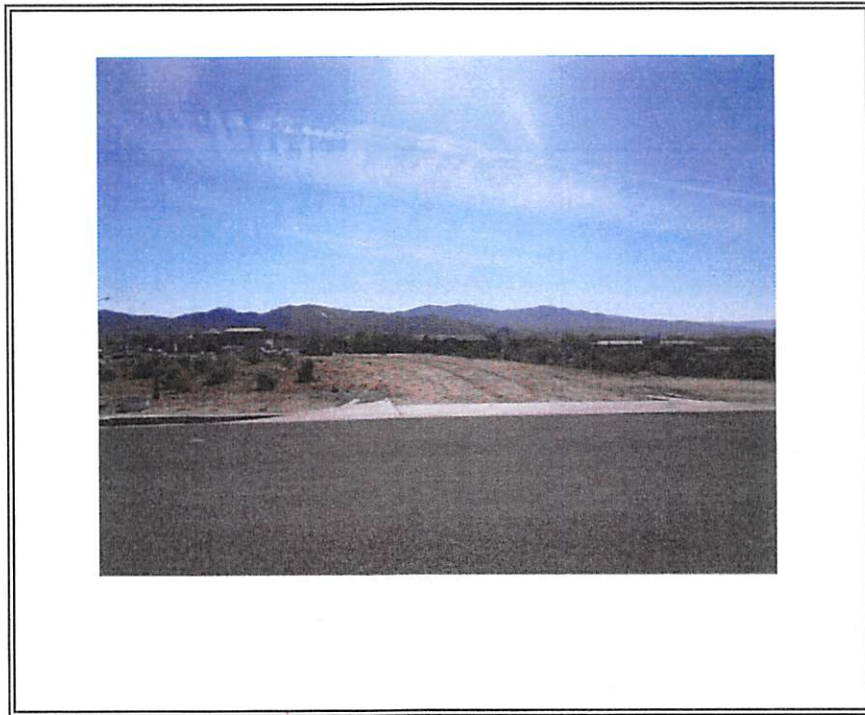
COMPARABLE LAND SALE #5

County: Carson City **APN:** 009-268-02 **Type:** Vacant Land
Location: Northwest corner South Carson Street and West Appian Way
Grantor: Commercial 9-12 Fund LLC
Grantee: Fast Foods LLC
Deed Date: 04-26-13 **Recording Date:** 05-30-13
RPTT: \$544.05 **Doc. No.:** 434938
Legal Description: Parcel 2, Record of Survey for South Carson LLC
Size: . 0.41± ac **Zoning:** GC (General Commercial)
Land Use: Vacant Commercial **Utilities:** All available
Access: Good **Topography:** Level
Sale Price: \$139,482 **Unit Price:** \$7.81/sf
Financing: Cash to seller

Verified with: Public records, Ken Yzurdiaga, buyer (925) 283-5766
Ed Yuill, Broker (775) 825-4646
Anthony J. Wren, MAI, SRA, 3/14

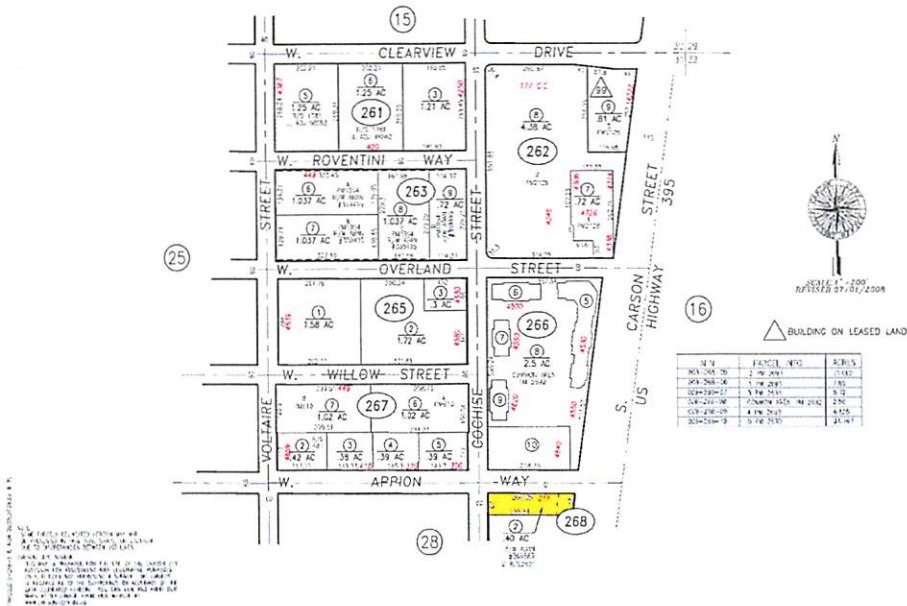


LAND SALE # 5



PORTION NE 1/4 NE 1/4 SEC. 31, T.15 N., R.20 E., M.D.B. & M.

9-26



COMPARABLE LAND SALE #6

County: Carson City **APN:** 002-764-02 **Type:** Vacant Land

Location: Northeast corner Monk Court and North Carson Street

Grantor: Campagni Properties LP

Grantee: Richard Allen Ahart Jr. & Trudi Marie Jones Ahart, Co-Trustees

Deed Date: 07-31-13 **Recording Date:** 08-09-13

RPTT: \$2,267.85 **Doc. No.:** 437237

Legal Description: Lot 2 Block A Eagle Valley Vista Subdivision

Size: 1.334± ac **Zoning:** RC (Retail Commercial)

Land Use: Vacant Commercial **Utilities:** All available

Access: Good **Topography:** Level

Sale Price: \$581,090 **Unit Price:** \$10.00/sf

Financing: Cash to seller

Verified with: Public records, Loopnet Inc.

Anthony J. Wren, MAI, SRA, 3/14



COMPARABLE LAND LISTING #7

County: Carson City **APN:001-032-31** **Type:** Vacant Land

Location: Northwest corner North Carson Street and Hot Springs Road

Grantor: NJB Wolf Family Trust

Grantee: N/A

Deed Date: N/A **Recording Date:** N/A

RPTT: N/A **Doc. No.:** N/A

Legal Description: Retained in File

Size: 1.10± ac **Zoning:** GC (General Commercial)

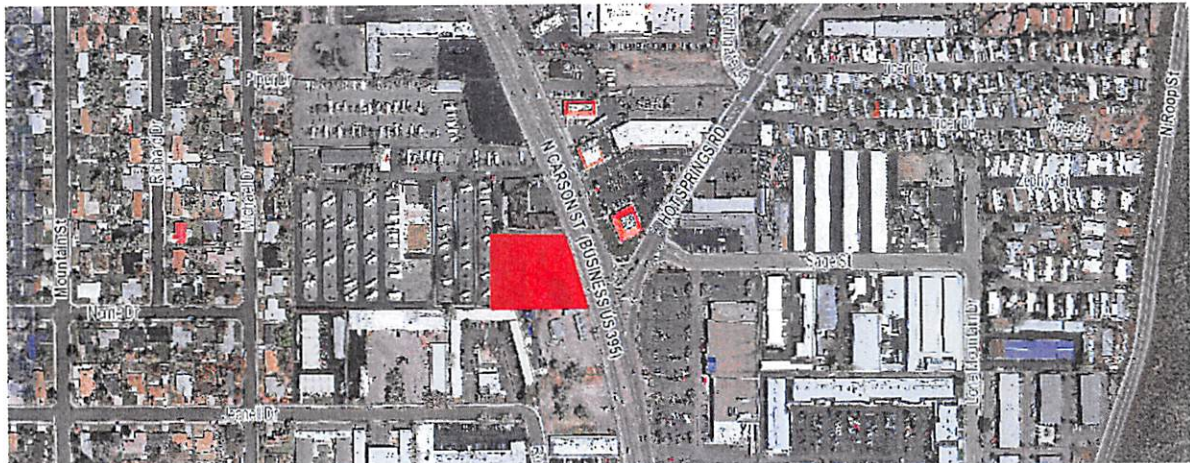
Land Use: Vacant Commercial **Utilities:** All available

Access: Good **Topography:** Level

List Price: \$450,000 **Unit Price:** \$9.37/sf

Financing: Cash to seller

Verified with: Public records, Patricia Schweigert, Broker (775) 685-2372
Anthony J. Wren, MAI, SRA, 3/14



COMPARABLE LAND LISTING #8

County: Carson City **APN:** 001-032-20 and 21 **Type:** Vacant Land

Location: West site of North Carson Street, north of the intersection of North Carson Street and Hot Springs Road.

Grantor: Viano Family Martial Trust

Grantee: N/A

Deed Date: N/A **Recording Date:** N/A

RPTT: N/A **Doc. No.:** N/A

Legal Description: Retained in File

Size: 2.13± ac **Zoning:** RC (Retail Commercial)

Land Use: Vacant Commercial **Utilities:** All available

Access: Good **Topography:** Level

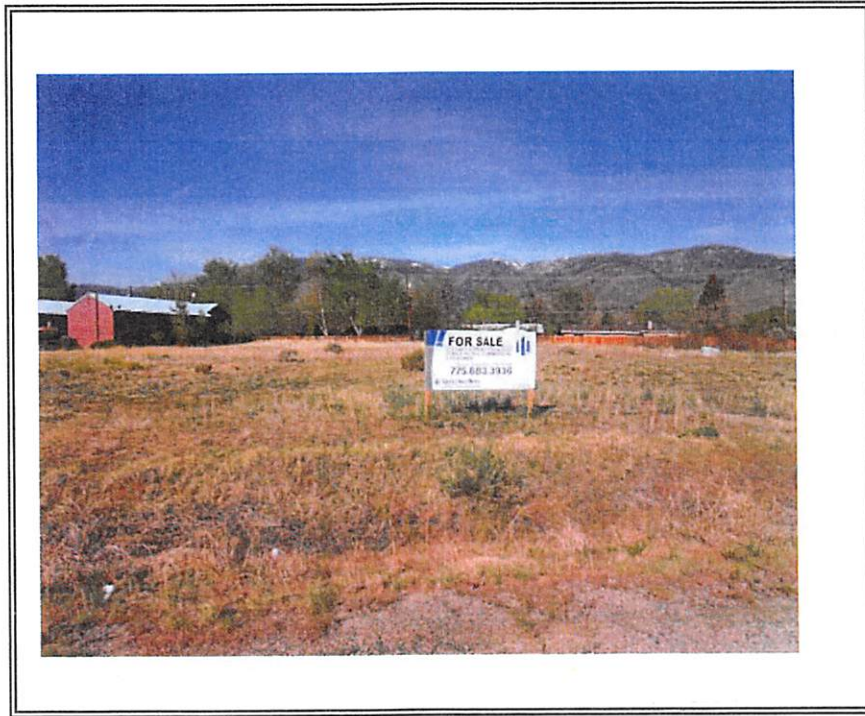
List Price: \$850,000 **Unit Price:** \$9.16/sf

Financing: Cash to seller

Verified with: Public records, Bruce Robertson, Broker (775) 883-3936
Anthony J. Wren, MAI, SRA, 3/14

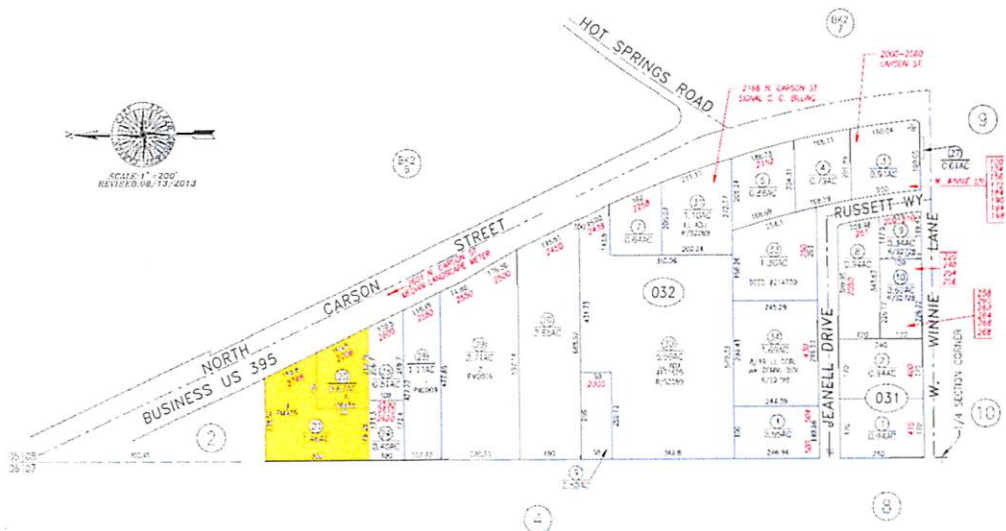


LAND LISTING #8



PORTION W 1/2 NW 1/4 SECTION 8, T.15 N., R.20 E., M.D.B. & M.

1-03



PLAT FOR RECORD MAP NO. 274-10-001
THE CITY OF CARSON CITY, NEVADA
ACCEPTS THIS PLAT FOR RECORD AND IS GRANTING RIGHTS
IN THE LAND DESCRIBED HEREIN TO THE CITY OF CARSON CITY,
NEVADA, AS SHOWN ON THE PLAT, IN ACCORDANCE WITH
THE CITY OF CARSON CITY, NEVADA, AND FREE OF
ALL CLAIMS AND INTERESTS OF ALL PERSONS.
RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF
WASATCH, NEVADA.

COMPARABLE LAND LISTING #9

County: Carson City **APN:** 001-032-04 **Type:** Vacant Land

Location: West side of North Carson Street, north of the NWC West Winnie Lane and North Carson Street

Grantor: TJP Enterprises LLC

Grantee: N/A

Deed Date: N/A **Recording Date:** N/A

RPTT: N/A **Doc. No.:** N/A

Legal Description: Retained in File

Size: . 0.791± ac **Zoning:** RC (Retail Commercial)

Land Use: Vacant Commercial **Utilities:** All available

Access: Good **Topography:** Level

List Price: \$259,000 **Unit Price:** \$7.52/sf

Financing: Cash to seller

Verified with: Public records, Tom Miller, Broker (775) 828-4665
Anthony J. Wren, MAI, SRA, 3/14

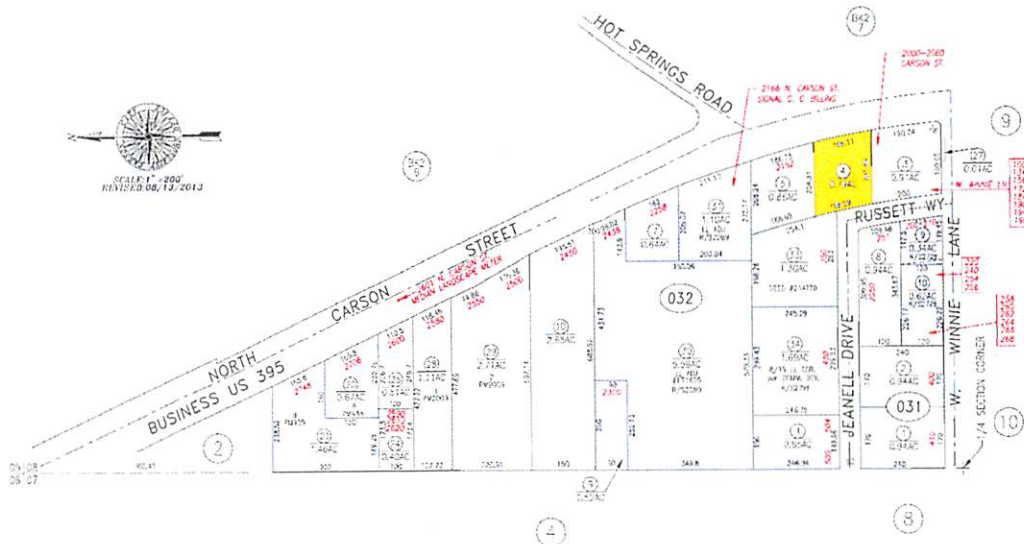


LAND LISTING #9



PORTION W 1/2 NW 1/4 SECTION 8, T.15 N., R.20 E., M.D.B. & M.

1-03



COMPARISON FACTORS

Property Rights

This appraisal considers the subject's fee simple interest. All the properties utilized in this report involved the fee simple and no adjustments were considered to be necessary.

Terms

Sales or listing will be adjusted to cash or terms reasonably equivalent to cash. Terms reasonably equivalent to cash are based upon normal financing terms for properties of comparable highest and best use.

Time

Sales will be analyzed for appreciation or depreciation from the date of the sale to the date of the appraisal.

Location

Adjustments may consider value differences attributed to location.

Utility

Adjustments may consider the physical shape, topography, street frontage or other factors of a parcel that influence value.

Zoning

Sales will be adjusted according to their zoning classification.

Size

Adjustments consider if size affects value.

SALES ANALYSIS

For purposes of this report, the sales have been broken into a unit price on a per square foot basis. Buyers and sellers of commercial land in the Carson City area typically analyze sales and potential properties on a price per square foot basis. Therefore, this analysis is being made on a price per square foot basis. After a thorough search of the Carson area, the most recent sales were found and analyzed. These sales occurred between December 2011 and August 2013 and three current listings. The sales ranged in size from .41± acres up to 3.069± acres, while the price per square foot ranged from a low of \$5 a square foot to a high of \$18.88. The comparable properties utilized in this analysis will be compared and correlated to the subject property based on several different adjustment criteria. These include property rights, terms, time, location, utility, zoning, and overall size. The sales will be analyzed based on a sales price per square foot which is most often analyzed in the local market for commercial land sales. With the adjustment to the sales section, quality adjustments will be made to the sales for the adjusted indicators. An upward adjustment is made to the comparables' price per square foot when the subject is superior to the sale. Likewise, a downward adjustment is made for the comparables' price per square foot when the subject is inferior to the sale.

Property Rights Conveyed

This appraisal considers the subject's fee simple interest. All the sales utilized in this report involved the transfer of fee, and no adjustments were considered to be necessary.

Terms

All sales sold for cash or short-term deeds. All sales were considered to be cash to seller; therefore, there will be no adjustment for terms of sale.

Time (Marketing Conditions)

The sales occurred between December 2011 and August 2013, while three are current listings. As indicated in the *Area Analysis* section of this report and the *Highest and Best Use*, it has been indicated that the Carson area has undergone a significant economic decline after its peak period, approximately 2006. Sales in 2011, 2012, and 2013 are sales that occurred after the economic downfall and are considered to be contemporary indicators for the subject's value. There has been

very little sales activity in 2011, 2012 and 2013, with only six sales and three listings found similar and comparable to each other and the subject property. During this time period, market conditions appear to have stabilized and as a result, no adjustments for time is indicated.

Location

Overall, location is a very important aspect in any sale. The subject property is located on North Lompa Lane Airport Lane and E. 5th Street. The subject's location is considered to be good, with good exposure from the off-ramp of the newly developed I-580 at the intersection of I-580 and Highway 50 East. The subject's location is considered to be good and easily accessible. Sale #1 is located at 2794 Highway 50 East. This location is considered to be superior to the subject property requiring downward adjustment. Sale #2 is located at the intersection of Highway 50 East and North Lompa Lane immediately off the off-ramp of I-580 and Highway 50 East. This location is considered to be superior, requiring a downward adjustment. Sale #3 is located at 1480 South Curry Street. This is considered to be a secondary commercial area of Carson City, inferior when compared to the subject property requiring an upward adjustment. Sale #4 is located at 2035 East Williams, also known as Highway 50 East. This property is considered to be superior in location, requiring a downward adjustment. Sale #5 is located at 211 West Appion Way. This location is considered to be similar when compared to that of the subject property, requiring no location adjustment. Sale #6 is located at 2539 North Carson Street. This sale is considered to be superior when compared to the subject property, requiring a downward adjustment. Listings #7, #8, and #9 are all located on North Carson Street, superior to the subject property, requiring downward adjustments.

Utility

Under utility, adjustments may be considered for physical shape, topography, street frontage, and other factors of a parcel that influence value. The subject property is an irregular shaped large parcel located within an AE 100-year flood plain. Overall, the utility all sales are considered to be superior to that of the subject property. Therefore, all will be adjusted downward.

Zoning

The subject site is currently zoned A, Agricultural, with a Mixed Use Employment Master Plan overlay. All sales utilized in this report have already been zoned General Commercial or Retail commercial. Therefore, a downward adjustment will be made to all sales and listings for zoning.

Size

The subject sites contain 47.16± acres. The sales utilized in this report range from .41± acres to 3.069± acres. All are considerably smaller than the subject property, all requiring downward adjustments.

Other Adjustments

Sale #1 is located on the north side of Highway 50 East, between Nichols Lane and Highway 395. This sale is further identified as APN 008-161-07. This property was sold by Robert J. Polichio and Susan P. Galbraith and Joan Polichio-Palm, Co-Trustees of the Polichio Family 1988 Trust dated July 13, 1998. The property was purchased by HMAV, LLC, a Nevada Limited Liability Company. The meeting of the minds was made on December 27, 2011, and the sale was recorded on December 29, 2011. The sale was recorded with Document No. 418344. This commercial site contains 1.08± acres and is zoned GC, General Commercial. The reported sales price was \$445,500 indicating a price per square foot of \$9.47 a square foot. At the time of the sale, the seller reserved ownership and access easement for a billboard sign located in the southwesterly corner of the property. There were some minor improvements which were considered to have no contributory value. After acquisition, the property was developed with a local grocery store constructed in 2012. Overall, when compared to the subject property, this is considered to be a high indicator.

Sale #2 is located on the southeast corner of US Highway 395 and Highway 50 and Lompa Lane. This sale is further identified as APN 008-153-01. This property was sold by Carson Land Holdings LLC and was purchased by Golden Gate Petroleum of Nevada LLC. The meeting of the minds occurred on December 11, 2012, and the sale was recorded on December 17, 2012. This sale was recorded with Document No. 429303. This commercial property contains 2.188± acres. The site is zoned GC, General Commercial. The reported sales price was \$1,800,000

indicating a price per square foot of \$18.88. This property was purchased for a gas station/C-store and eventually a car wash. Given the location and visibility of this site, it is considered to be superior to the subject and overall a very high indicator. No other adjustments are considered necessary. Overall, when compared to the subject property, this is considered to be a high indicator.

Sale #3 is located on the west side of Curry Street, south of the northwest corner of Lake and Curry Street. This property is further identified as APN 003-064-15. This property was sold by Curry Village LLC and was purchased by First Financial Collateral Inc. The meeting of the minds occurred on February 15, 2013, and the sale was recorded February 27, 2013. The sale was recorded with Document No. 431672. This commercial site contains 1.137± acres. The site is zoned RC, Retail Commercial. The reported sales price was \$247,634. According to the broker, this was considered to be a distressed sale. Not only is it inferior in location, it is felt that the necessity to sell the property requires further upward adjustment. Therefore, this sale will be adjusted upward for Other. Overall when compared to the subject property, this is considered to be a high indicator, requiring upward adjustments.

Sale #4 is located on the south side of East Williams between North Saliman and US Highway 395. This sale is further identified as APN 008-152-23. The sale of this property involved several different interests. For purposes of this report, the seller is shown as Michael Manfrin 1996 Trust et al. All owners and a copy of the Grant Bargain & Sales Deed is retained in the appraiser's file. The buyer of this property was California Gold Development Corporation. The meeting of the minds occurred on February 21, 2013. This sale was recorded March 15, 2013. The sale was recorded with Document No. 432274. This commercial site contains 3.069± acres. The site is zoned GC, General Commercial. The reported sales price was \$962,500. The price per unit is reported at \$7.20 a square foot. This property was originally listed for \$12 a square foot. The list price was eventually dropped to \$8.50 a square foot and ended up selling for \$7.20 a square foot. After the sale, the property was developed with a tractor supply store and an additional lot was broken out in 2013. This location is considered to be superior to the subject property. However, it is considered to be a low indicator given the overall sales price. Therefore an upward adjustment will be made for Other and when compared to the subject property this is considered to be a high indicator.

Sale #5 is located at the northwest corner of South Carson Street and West Appion Way. This sale is further identified as APN 009-268-02. This property was sold by Commercial 9-12 Fund LLC and purchased by Fast Foods LLC. The meeting of the minds occurred on 4-26-13. The sale was recorded on 5-30-13. This sale was

recorded with Document No. 434938. This parcel contains .41± acres. The site is zoned GC or General Commercial. The reported sales price is \$139,482. The price per unit is indicated at \$7.81 a square foot. Overall, when compared to the subject property, this is considered to be a high indicator.

Sale #6 is located at the northeast corner of Monk Court and North Carson Street. This sale is further identified as APN 002-764-02. This property was sold by Campagni Properties LP and was purchased by Richard Allen Ahart Jr. and Trudi Marie Jones Ahart, Co-Trustees. The meeting of the minds occurred on July 31, 2013, and the sale was recorded August 9, 2013. This sale was recorded with Document No. 437237. This commercial site contains 1.334± acres. The site is zoned RC, Retail Commercial. The reported sales price is \$581,090 indicating a price per square foot of \$10. Subsequent to the sale of this property, the site is currently being improved with a new Taco Bell. Overall, when compared to the subject property, this is considered to be a high indicator.

Listing #7 is located on the northwest corner of North Carson Street and Hot Springs Road. This listing is further identified as APN 001-032-31. This property is offered for sale by NJB Wolf Family Trust. The property has been listed on the market for 98 days. The current owner has owned the property since 2008. The current list price is \$450,000 indicating a price per square foot of \$9.39. Under Other, since this property is listed and not an actual sale, it is assumed that it will sell for something less its list price. Therefore, this sale will be further adjusted downward for its listing condition. Overall, when compared to the subject property, this is considered to be a high indicator.

Listing #8 is located at 2706 and 2748 North Carson Street. This listing is further identified as APN 001-032-20 and 21. This property is located on the west side of North Carson Street, just north of the intersection of North Carson Street and Hot Springs road. This property contains two parcels, one parcel containing 1.46± acres while the second parcel contains .67± acre or a total of 2.13± acres. This parcel is zoned GC, General Commercial. As indicated, the property is listed for \$450,000 or \$9.39 a square foot. Given the fact that this is a listing, not a sale, it is assumed that the property will actually sell for less than its current list price, thus an additional downward adjustment is made for Other. Overall, when compared to the subject property, this is considered to be a high indicator.

Listing #9 is located on the west side of North Carson Street, north of the northwest corner of West Winnie Lane and North Carson Street. This listing is further identified as APN 001-032-04. This property is offered for sale by TJP Enterprises,

LLC. This commercial site contains .791± acres. The site is zoned RC, Retail Commercial. This parcel is currently listed at \$259,000 indicating a price per square foot of \$7.52. Overall, in comparison to the subject property, no further adjustments. This property is subject to a Trustee's Sale on May 6, 2013, for \$100,000 and subsequently put back on the market. Though this is not considered a distressed sale, it is felt this property has been placed back on the market and liquidated and is perhaps a low indicator. Therefore, under Other, this property requires an upward adjustment. Overall, however, in comparison to the subject property, this appears to be a high indicator.

SUMMARY AND CONCLUSION OF VALUE

All sales and listings utilized in this report were felt to be similar to each other and as similar as possible to the subject property. The adjustments are considered to be adequate. In the before condition, the sales ranged from a low of \$5.00 to a high of \$18.88 a square foot. Appropriate adjustments have been considered for property rights, terms, time, location, utilities, zoning, size, and other. The major adjustments are the differences in size, zoning, and flood zone. All sales have been adjusted downward 75% to account for these differences. This 75% discount also takes into account that this large parcel will probably be developed and sold as smaller developed parcels, requiring and adjustment for absorption. A summary of adjustments for the price per square foot is as follows.

SUMMARY OF ADJUSTMENTS FOR PRICE PER SQUARE FOOT

Sale No.	Unadjust. Price/SF	Prop. Rights	Terms	Time	Location	Utility	Zoning	Size	Adjust.	Overall Adjust.
1	\$9.47	0	0	0	-	-	-	-	75%	\$2.37
2	\$18.88	0	0	0	-	-	-	-	75%	\$4.72
3	\$5.00	0	0	0	+	-	-	-	75%	\$1.25
4	\$7.20	0	0	0	-	-	-	-	75%	\$1.80
5	\$7.81	0	0	0	=	-	-	-	75%	\$1.95
6	\$10.00	0	0	0	-	-	-	-	75%	\$2.50
Listing 7	\$9.39	0	0	0	-	-	-	-	75%	\$2.35
Listing 8	\$8.36	0	0	0	-	-	-	-	75%	\$2.09
Listing 9	\$7.52	0	0	0	-	-	-	-	75%	\$1.88

The value indications derived from the comparable sales are reconciled into a single value indication by arranging the six sales and three listings in an array relative to the subject property. All sales are basically considered to be superior to that of the subject property, due to the necessity for adjustments for size, utility, zoning, and flood zone.

<u>Comparable</u>	<u>Price Per SF</u>	<u>Overall Comparability</u>
Sale #2	\$4.72	Superior
Sale #6	\$2.50	Superior
Sale #1	\$2.37	Superior
Listing #7	\$2.35	Superior
Listing #8	\$2.09	Superior
Sale #5	\$1.95	Superior
Listing #9	\$1.88	Superior
Sale #4	\$1.80	Superior
Sale #3	\$1.25	Superior
Subject Property		

As can be see from the above chart, the subject property appears to fit somewhere between \$1.25 a square foot and \$1.80 a square foot.

Therefore, based on the above analysis of the data contained in this report, with consideration given to the definition of value contained in this report, it is this appraiser's opinion that the indication of value of \$1.25 a square foot is most appropriate for the subject's current market value.

Applying \$1.25 a square foot to the subject's 2,054,289± acres indicates a total value of \$2,567,861.25.

Indicated Value: \$2,567,861

\$1.25 square foot

EASEMENT MAP

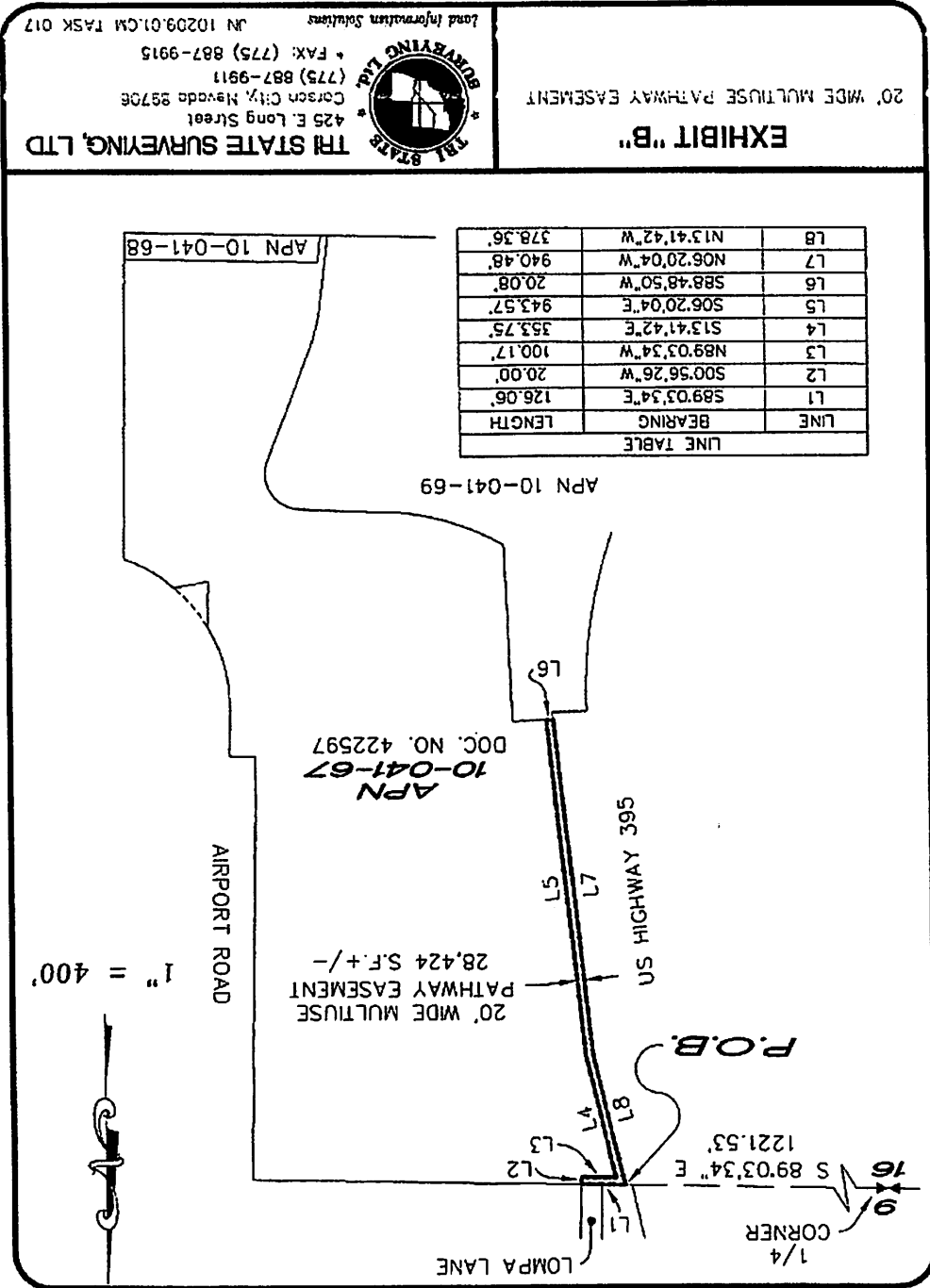


EXHIBIT "B"

20' WIDE MULTITUSE PATHWAY EASEMENT



TRI STATE SURVEYING, LTD.
425 E. Long Street
Corson City, Nevada 89708
(775) 887-9911
FAX: (775) 887-9915

Land Information Solutions
JN 10209.01.CM TASK 017

EASEMENT VALUATION ANALYSIS

Easement Containing 28,424± sf

In a preceding section of this report, the estimated land value of the subject property was estimated to be \$1.25 a square foot. This \$1.25 a square foot will be extended to this section of the report. The permanent 20 foot pedestrian easement contains a total of 28,424± sf.

The purpose of this analysis is establish the value of one permanent 20 foot pedestrian easements containing a total of 28,424± sf across one parcels under the same ownership. The easement will be located on the most westerly edge of both properties. The reader is referred to maps elsewhere in this report to better visualize the easement area. It is the acquisition of a partial interest.

Fee simple ownership is typically viewed as absolute ownership, or full ownership subject to only certain universal limitations. This ownership is said to include the full "bundle of rights" inherent in the ownership of real estate. This "bundle of rights" includes the right to use real estate, to sell it, to lease it, to enter it, to give it away, or to choose to exercise all or none of these rights.

The easement that will be granted to Carson City Parks & Recreation Department will not restrict the property owner's right to sell, lease, give away, or otherwise convey the real estate. However, it will impose some physical and legal restrictions on the use and development of the subject. In determining the value of the easement, it is necessary to explore the impact of the easement on the "bundle of rights" that comes with fee ownership. After the imposition of the easement, the owner of the underlying parcel will have something less than the total "bundle of rights" typically associated with the ownership.

Building Location

The easements will preclude construction of permanent structures within the area encumbered. In the case of the subject, this will be a minor inconvenience. This is primarily due to the fact that the easement is being located along the west property line of the subject property and will only be 20 feet wide. This area of the site is typically utilized or set aside for utilities, telephone, or other similar easements. As indicated prior, the larger parcel contains one site with a total of 47.16± acres and the new easement will contain 28,424± sf and is located in an area typically set aside for other easements or similar easements. As a result of the easement, the grantee,

Carson City Parks & Recreation Department, will have the right to remove or clear all buildings, fences, brush, landscaping, trees, etc. within the easement area at their discretion. Additionally, after the acquisition of the easement, the property owner will be constrained from constructing any buildings, fences, or other structures in the easement area which in the judgement of the Carson City Parks & Recreation Department is inconsistent with their use of the easement area.

Maintenance Access

As a result of the easement, Carson City Parks & Recreation Department will have, at all times, the right to enter the property for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating the pedestrian easement area constructed within the right-of-way area. Although it is expected that these incursions will be infrequent, the easement provides unlimited access.

Summary

Overall, much of the utility of the land in the easement area will be lost to the owner of the underlying fee. While the easement will not restrict the owner's right to sell, lease, give away, convey or develop the parcel, there will be an impact on the owner's right to use the area to be encumbered by the easement. In essence, with the exception of the right to traverse the area, the property owner is restricted from incorporating the area encumbered into their larger holding. They cannot build buildings, fences, or otherwise restrict access to the area. Additionally, the grantee, Carson City Parks & Recreation Department has reserved the right to clear or remove all brush, improvements, and landscaping at their discretion.

This project appears to create a utility corridor that will have little use to the owner of the underlying fee. Overall, I conclude that along the continuum of impacts that include at one end a property unaffected by the easement to a property which is involved in a total take, the burden of the easements ranks near the top of the burdened area.

Permanent easements are usually valued at somewhere between 0 and 100% of the fee simple value of the property. The appraiser has researched numerous articles within the appraisal field libraries to ascertain whether or not there is a definitive answer as to what percentage that fee should be. In reading these articles as well as in conversations with the purchasers of easements, sellers of easements,

and other appraisers familiar with the valuation of easements, the appraiser has found no set definitive answer as to the amount fee actually being acquired. The most consistent answer is somewhere in mid range, or 50% of value, since the property owner retains ownership of the property and has some uses. This percentage is arguably considered higher or lower, depending on whether or not the easement is for an underground use, an overhead use, or both. In the case of the language pertinent to this assignment, the power company is purchasing the easement for an under ground use. However, their easement language indicates that they are actually purchasing the easement on, above, through, and over the land. Given no other definitive market information, it is the appraiser's opinion that a permanent easement of approximately 50% to 100% of the fee value is appropriate, leaving the property owner 25% to 50% value for future utilization. Given the fact that this 20± foot pedestrian easement will be developed with a walkway and perhaps fenced in, it is this appraiser's opinion, given the impact of the use of this easement, that the burden of the easement ranks at the top of the burden area or is consistent with 100% take. Therefore, for purposes of this report, the permanent easement will be valued at 100% of its fee simple interest value.

In the preceding analysis, the value of the larger parcel was estimated to be \$1.25 per square foot. The easement which is proposed for the subject contains 28,424± sf, indicating a value of \$35,530. The easements will be mathematically broken out as follows.

Estimated Value of the Easement

(28,424± sf @ \$1.25/sf \$35,530)

**Recommendation of Just Compensation for a
20 foot Permanent Pedestrian Easement: \$35,530**

VALUE OF THE REMAINDER, AFTER THE FEE ACQUISITION

In the before condition, the larger parcel was estimated to have a site value of \$2,567,861. Deducting the total market value of the fee acquisition, which is \$35,530 leaves the value of the remainder after the acquisition of the easement of a total of \$2,532,331.

The remainder consists of 2,054,289± sf, of which 2,025,865± sf is held as the remainder unencumbered fee along with a 28,424± pedestrian easement. An estate subject to an easement is known as the servient estate. Mathematically, the value of the remainder is as follows: \$2,567,861 minus \$35,530 equals \$2,532,331 (note, this is not market value)

The next step in the analysis is to determine the market value of the remainder parcel, after the permanent pedestrian easement has been acquired. In the after condition, the larger parcel will involve 47.16± acres with the physical and legal characteristics which have been described previously, with the addition of a 28,424± sf permanent pedestrian easement.

Construction Disruption

As proposed, all of the construction activity associated with the pedestrian pathway will be conducted within the acquired permanent easement, existing public rights-of-way, existing access, and public utility easements. All existing driveways and utility connections will be maintained. If any disruption occurs, the property owner(s) affected will be notified, and the disruption will be short lived. Construction at any given location along the project corridor is expected to be completed fairly quickly, usually in a matter of weeks or months.

Visual Impact

There will be minimal visual impact on the subject site, since the permanent pedestrian easement, is located on the most western boundary of the subject. There is no anticipated visual impact on the 47.16± acre parcel. Therefore, there appears to be no difference in value in the before condition and the after condition.

In an effort to determine the impact of the permanent pedestrian easement on the price/value of land and improvements, I researched several permanent easements that have occurred through Reno/Carson City and the surrounding suburban areas.

These permanent easements all typically do not appear to have an impact on value. Overall, I conclude that the value of the remainder parcel, that is the entire

ownership as unencumbered by the proposed easement will, after the project is complete, be unchanged. Damages or benefits associated with a project are calculated as the difference in the value of the remainder, before and after the acquisition and construction of the improvements. I conclude that there are no monetary damages or benefits associated with the proposed permanent pedestrian easement acquisition.

In the after condition appraisal, I researched the market to determine if any sales or market indications other than those used in the before approach were available. None better were found. The market indicators used previously had typical utility easements similar to the subject's after condition. Therefore, no further adjustments are considered necessary. After carefully considering all the appropriate information, it is this appraiser's opinion that the market value of the subject in the after condition is estimated to be \$2,567,861 ($2,054,289 \pm \text{sf} \times \$1.25 = \$2,567,861$).

In my analysis of the remainder after the acquisition of the temporary construction easement, I concluded that the highest and best use of the property has not changed. It is thus my observation that buyers will pay as much for a 47.16± acre parcel encumbered with a permanent pedestrian easement as they will for a 47.16± acre parcel without a permanent pedestrian easement. Based on my analysis of the data presented in the analysis of the larger parcel prior to the acquisition of the easement, and the information presented above, I concluded a value of the remainder after the acquisition of \$1.25 per square foot. Since damages or benefits associated with a project are calculated as the difference in the value of the remainder, before and after the acquisition and construction of the improvements, I concluded that there are no monetary damages or benefits associated with the proposed acquisition.

It is my conclusion that the two estates that comprise the remainder are not diminished in value by the acquisition of a temporary construction easement.

SUMMARY OF VALUE CONCLUSIONS

(Accounting tabulation not indicative of appraisal method employed)

A.	Value of the whole, before the take:	\$2,567,861
B.	Value of the part taken, as part of the whole:	
	Permanent Pedestrian Easement	\$35,530
C.	Value of the remainder, as part of the whole:(A – B)	\$2,532,331
D.	Value of the remainder, after the take:	\$2,567,861
E.	Damages	\$0.00
	Severance damages © – D)	\$0.00
	Cost to cure damages	\$0.00
F.	Total Value of the Part Taken (B + E + F)	\$35,530

ASSUMPTIONS AND LIMITING CONDITIONS

The acceptance of this assignment and the completion of the report submitted herewith are contingent upon the following assumptions limiting conditions:

LIMITS OF LIABILITY:

The liability of Anthony J. Wren, MAI is limited to the client only and to the fee actually received by the appraisal firm. There is no accountability, obligation, or liability to any third party. If the report is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the assignment. The appraiser is not in any way to be responsible for any costs incurred to discover or correct any physical, financial and/or legal deficiencies of any type present in the subject property.

COPIES, PUBLICATION, DISTRIBUTION AND USE OF REPORT:

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for any purpose or any function other than its intended use, as stated in the body of the report. The fee represents compensation only for the analytical services provided by the appraiser. The report remains the property of the appraiser, though it may be used by the client in accordance with these assumptions and limiting conditions.

The By-Laws and Regulations of the Appraisal Institute require each Member to control the use and distribution of each report signed by such Member. Except as hereinafter provided, the client may distribute copies of this report in its entirety to such third parties as he may select. However, selected portions of this report shall not be given to third parties without the prior written consent of the appraiser. Neither all nor any part of this report shall be disseminated to the general public by use of advertising media, public relations media, news media, sales media, or any other media for public communication without the prior written consent of the appraisal firm.

This report is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the appraiser(s) whose signature(s) appears on the report, unless it is indicated that one or more of the appraisers was acting as "Review Appraiser." No change of any item in the report shall be made by anyone other than the appraiser. The appraiser shall bear no responsibility for any unauthorized changes.

CONFIDENTIALITY:

Except as provided for subsequently, the appraiser may not divulge the analyses, opinions or conclusions developed in the assignment, nor may he give a copy of the report to anyone other than the client or his designee as specified in writing. However, this condition does not apply to any requests made by the Appraisal Institute or the State of Nevada for purposes of confidential ethics enforcement. Also, this condition does not apply to any order or request issued by a court of law or any other body with the power of subpoena.

The appraiser may be requested to submit copies of work to bona fide financial institutions in order to be approved to complete appraisal or consultation work for their institution. When requested, the appraiser will contact the client to obtain release to disseminate copies of the report to requesting institutions. Requests for dissemination will be controlled by the client; however, approval to disseminate the report will not be unreasonably withheld. Any reports disseminated to requesting financial institutions would be edited to remove specific references to the subject property's name, location and owner. Additionally, any specific reference to the client will also be deleted.

INFORMATION SUPPLIED BY OTHERS:

Information (including projections of income and expenses) provided by informed local sources, such as government agencies, financial institutions, Realtors, buyers, sellers, property owners, bookkeepers, accountants, attorneys, and others is assumed to be true, correct and reliable. No responsibility for the accuracy of such information is assumed by the appraiser. The appraiser is not liable for any information or the work product provided by subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable. In some instances, an impractical and uneconomic expenditure of time would be required in attempting to furnish absolutely unimpeachable verification. The value conclusions set forth in the appraisal report are subject to the accuracy of said data. It is suggested that the client consider independent verification as a prerequisite to any transaction involving a sale, a lease or any other commitment of funds with respect to the subject property.

TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE:

The contract for each appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report. The appraiser or anyone assisting in the preparation of the report will not be asked or required to give testimony in court or in any other hearing as a result of having prepared the report, either in full or in part, except under separate and special arrangements at an additional fee. If testimony or a deposition is required because of any subpoena, the client shall be responsible for any additional time, fees and charges, regardless of the issuing party. Neither the appraiser nor anyone assisting in the preparation of the report is required to engage in post assignment consultation with the client or other third parties, except under a separate and special arrangement and at an additional fee.

EXHIBITS AND PHYSICAL DESCRIPTIONS:

It is assumed that the improvements and the utilization of the land are within the boundaries of the property lines of the property described in the report and that there is no encroachment or trespass unless noted otherwise within the report. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in the report are there to assist the reader in visualizing the property and are not necessarily drawn to scale. The reliability of the information contained on any such map or drawing is assumed accurate by the appraiser and is not guaranteed to be correct.

TITLE, LEGAL DESCRIPTIONS, AND OTHER LEGAL MATTERS:

No responsibility is assumed by the appraiser for matters legal in character or nature. No opinion is rendered as to the status of title to any property. The title is presumed to be good and merchantable. The property is analyzed as if free and clear, unless otherwise stated in the report. The legal description, as furnished by the client, his designee or as derived by the appraiser, is assumed to be correct as reported. The report is not to be construed as giving advice concerning liens, title status, or legal marketability of the subject property.

ENGINEERING, STRUCTURAL, MECHANICAL, ARCHITECTURAL CONDITIONS:

This report should not be construed as a report on the physical items that are a part of any property described in the report. Although the report may contain information about these physical items (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property analysis and not as a complete or detailed report on these physical items. The appraiser is not a construction, engineering, or architectural expert, and any opinion given on these matters in this report should be considered tentative in nature and is subject to modification upon receipt of additional information from appropriate experts. The client is advised to seek appropriate expert opinion before committing any funds to the property described in the report.

Any statement in the report regarding the observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, all mechanicals, and all matters relating to construction is based on a casual inspection only. Unless otherwise noted in the report, no detailed inspection was made. For instance, the appraiser is not an expert on heating systems and no attempt was made to inspect the interior of the furnace. The structures were not investigated for building code violations and it is assumed that all buildings meet the applicable building code requirements unless stated otherwise in the report.

Such items as conditions behind walls, above ceilings, behind locked doors, under the floor, or under the ground are not exposed to casual view and, therefore, were not inspected, unless specifically so stated in the appraisal. The existence of insulation, if any is mentioned, was discovered through conversations with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements regarding insulation cannot be guaranteed.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this analysis, any comments on observed conditions given in this appraisal report should not be taken as a guarantee that a problem does or does not exist. Specifically, no guarantee is given as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating systems, air conditioning systems, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, it is strongly suggested that a mechanical and/or structural inspection be made by a qualified and licensed contractor, a civil or structural engineer, an architect or other experts.

This analysis is based on the assumption that there are no apparent or unapparent conditions on the property site or improvements, other than those stated in the report, which would materially alter the value of the subject. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and

standard for the properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made in the analysis as to the adequacy of insulation, the type of insulation, or the energy efficiency of the improvements or equipment which is assumed to be standard for the subject's age, type and condition.

AMERICANS WITH DISABILITIES ACT:

The Americans With Disabilities Act became effective on January 26, 1992. Unless otherwise noted in this report, I have not made a specific compliance survey or analysis of this property to determine whether or not it is conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, would reveal that the property is not in compliance with one or more requirements of the Act. If so, this fact could have a negative effect on the value of the property as derived in the attached report. Since I have no direct evidence relating to this issue, and since I am not an expert at identifying whether a property complies or does not comply with the ADA, unless otherwise stated in the report, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property. Before committing funds to any property, it is strongly advised that appropriate experts be employed to ascertain whether the existing improvements, if any, comply with the ADA. Should the improvements be found to not comply with the ADA, a reappraisal at an additional cost may be necessary to estimate the effects of such circumstances.

TOXIC MATERIALS AND HAZARDS:

Unless otherwise stated in the report, no attempt has been made to identify or report any toxic materials and/or conditions such as asbestos, urea-formaldehyde foam insulation, or soils or ground water contamination on any land or improvements described in the report. Before committing funds to any property, it is strongly advised that appropriate experts be employed to inspect both land and improvements for the existence of such toxic materials and/or conditions. If any toxic materials and/or conditions are present on the property, the value of the property may be adversely affected and a reanalysis at an additional cost may be necessary to estimate the effects of such circumstances.

SOILS, SUB-SOILS, AND POTENTIAL HAZARDS

It is assumed that there are no hidden or unapparent conditions of the soils or sub-soils which would render the subject property more or less valuable than reported in the appraisal. No engineering or percolation tests were made and no liability is assumed for soil conditions. Unless otherwise noted, sub-surface rights (minerals and oil) were not considered in completing this analysis. Unless otherwise noted, the land and the soil in the area being analyzed appeared to be firm, but no investigation has been made to determine whether or not any detrimental sub-soil conditions exist. The appraiser is not liable for any problems arising from soil conditions. Therefore, it is strongly advised that, before any funds are committed to a property, the advice of appropriate experts be sought.

If the appraiser has not been supplied with a termite inspection report, survey or occupancy permit, no responsibility is assumed and no representation is made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained.

The appraiser assumes no responsibility for any costs or for any consequences arising from the need or lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

LEGALITY OF USE

This analysis assumes that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the analysis. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national government, private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

ADDENDUM

**QUALIFICATIONS OF
ANTHONY J. WREN, MAI, SRA
REAL ESTATE APPRAISER**

PROFESSIONAL DESIGNATIONS: MAI – Member Appraisal Institute 1991
SRPA – Senior Real Property Appraiser 1987
SRA – Senior Residential Appraiser 1984

PROFESSIONAL INVOLVEMENT:

- Appointed by the Governor of Nevada to serve on the Nevada Commission of Appraisers 9/94 to 6/97 and 7/97 to 6/00
- President, Commission of Appraisers of Real Estate, State of Nevada (1996, 1998)
- Expert Witness for Nevada District Court, Washoe and Elko Counties
- Member of the Appraisal Institute, National Board of Realtors, and Reno/Carson/ Tahoe Board of Realtors
- Over 30 years of Appraisal Experience

APPRAISAL LICENSE: Nevada Certified General Appraiser
#A.0000090-CG

REAL ESTATE BROKERAGE: Nevada Real Estate Brokerage Licensed
Broker—Anthony J. Wren #B.0023456.INDV.

OFFICES HELD: *Member* Young Advisory Council SREA,
San Diego & San Francisco, CA 1989 & 1991

Education Chairman, Reno/Tahoe/Carson Chapter
Appraisal Institute 1993

Board of Directors, Reno/Carson/Tahoe Chapter
Appraisal Institute 1993-2007

President, Reno/Carson/Tahoe
Chapter 189 1988-1989

<i>First Vice President, Reno/Carson/Tahoe</i>	
Chapter 189	1987-1988
<i>Secretary, Reno/Carson/Tahoe</i>	
Chapter 189	1986-1987
<i>President, Reno/Carson/Tahoe</i>	
Chapter 189	2000

Appraisal Instruction

15-Hour Standards of Professional Practice (Seattle, WA)	03/22/07
7-Hour National USPAP Update (Las Vegas, NV)	03/02/07
7-Hour National USPAP Update (Chicago, IL)	04/15/05
7-Hour National USPAP Update (Reno, NV)	02/24/05
USPAP Update 2003 – Standards & Ethics for Professionals	09/05/03
Business Practices and Ethics	07/25/03
7-Hour National USPAP Update Course	05/02/03
15-Hour National USPAP	03/22/03
Appraisal Procedures	05/19/01
Sales Comparison Valuation of Small, Mixed-Use Properties	03/31/01
Standards of Professional Practice, Part B (USPAP)	02/10/01
Income Valuation of Small, Mixed-Use Properties	02/19/00
Standards of Professional Practice, A, B, & C, USPAP	1992–2003
Reno, NV, Casper, WY, Eugene, OR, Sacramento, CA, Las Vegas, NV	
Income Valuation of Small Mixed Use Properties	
	(Reno, NV) 1998
	(Casper, WY) 1999
	(Sacramento, CA) 1999
Residential Case Study, Course 210	(Las Vegas, NV) 10/97
Alternative Residential Reporting Forms	(Buffalo, WY) 09/97
	(Polson, MT) 09/97
Data Confirmation and Verification	(Richland, WA) 11/96
	(Riodoso, NM) 09/96
	(Reno, NV) 03/96
	(Savannah, GA) 12/95
Understanding the Limited Appraisal	(Savannah, GA) 12/95
	(Tucson, AZ) 09/94
110 “Real Estate Appraiser Principles”	(Minneapolis, MN) 07/99
	(Sacramento, CA) 05/95

	(Wenatchee, WA)	09/94
	(St. Louis, MO)	02/94
	(Las Vegas, NV)	05/94
URAR Update	(Casper, WY)	01/94
	(Reno, NV)	12/93
1A2 Basic Valuation Procedures	(Las Vegas, NV)	05/92
Course 207B, Income Valuation Appraising	(Reno, NV)	Fall 1989
Truckee Meadows Community College	(Reno, NV)	Spring 1989

APPRAISAL COURSES AUDITED:

Case Studies in Real Estate Valuation	1991
Cost Valuation of Small, Mixed-Use Properties	1988
Income Valuation of Small Mixed-Use Properties	
Sales Comparison Valuation of Small, Mixed-Use Properties	

APPRAISAL COURSES SATISFACTORILY CHALLENGED:

A1: Course I210 Residential Case Studies	(1993)
A1: Course 410 Standards of Professional Appraisal Practice	(1991)
A1: Course 420 Ethics of the Professional Appraisal Practice	(1991)
A1: Course 420 Ethics of the Professional Appraisal Practice	(1991)
SREA: Course 301 Special Applications of Real Estate Analysis	(1989)
SREA: Course 202 Applied Income Property Valuation	(1985)
SREA: Course 201 Principles of Income Property Appraising	(1984)
SREA: Course 101 An Introduction to Appraising Real Property	(1983)
SREA: Course 102 Applied Residential Property Valuation	(1983)

Classes Attended

AQB USPAP Instructor Recertification Course	(Dedham, MA)	02/24/07
AQB USPAP Instructor Recertification Course	(Tucson, AZ)	12/04/04
Water Rights in Nevada		12/01/03
Training & Development Conference		08/26/03
AQB USPAP Instructor Recertification	(San Francisco, CA)	10/30/02
Appraisal Continuing Education		12/10/02
Property Flipping and Predatory Lending Seminar		10/17/01
2001 USPAP Update for Instructors & Regulators-CA (San Diego, CA)		12/09/00
Lake Tahoe Case Studies in Commercial Highest & Best Use	(Sacramento, CA)	10/20/00
Supporting Sales Comparison Grid Adjustments for		

Residential Properties	(Reno, NV)	09/29/00
Case Studies in Commercial Highest and Best Use	(Reno, NV)	07/28/00
Tools For Teaching Excellence, Day 1		07/09/00
USPAP Update for Instructors and Regulators	(Las Vegas, NV)	07/08/00
Tools For Teaching Excellence, Day 2		07/10/00
Residential Consulting		03/31/00
Residential Consulting		2000
FHA's Home buyer Protection Plan & the Appraisal Process Seminar		1991
Affordable Housing Valuation Seminar		1997
Alternative Residential Reporting Forms		1986
Business Valuation Part 1		1996
Understanding Limited Appraisals – General		1995
Data Confirmation & Verification Methods		1995
Mandatory Faculty Workshop		1995
Appraising 1- to 4-Family Income Properties		1995
Investment Techniques with the HP-17/19II Calculator		1994
Fair Lending and the Appraiser		1994
Mock Trial		1994
Electronic Spreadsheet Workshop		1994
Basic Argus Training (Spreadsheets)		1994
Investment Techniques with the HP-17/19II Calculator		1994
FNMA URAR Update		1993
Maximizing the Value of an Appraisal Practice		1993
Litigation Valuation		1992
101 "Instructors Clinic		1990
Comprehensive Appraisal Review		1990

Meetings Attended

Committee Credit – National	12/31/00
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FORMAL EDUCATION:

University of Texas at Arlington (No Degree)	1974
Casper College (No Degree)	1973
Peacock Military Academy	1972

PARTIAL LIST OF RECENT APPRAISAL CLIENTS

255 North Sierra Street, LLC
Abnet
Accubank Mortgage
Advanta Finance
Advantage Financial
Affinity Mortgage
Affirmative Mortgage
Airport Authority of Washoe County
All Western Mortgage
Allied Mortgage Capital Corp.
AMC Financial, Inc.
Amera Mortgage Corporation
America's Wholesale Lender
American Benefit
American Fidelity
American Realty Advisors
American Residential
American Trust Mortgage
Americorp Relocation Management
Amwest Mortgage
Appraisal Institute
Appraisal Management Company
Armada West Campus, Inc.
Associates Relocation Management
ATM Corp Of America
Bank of America
Bank of Blue Valley
Bank of Clark County
Bankers Mutual
Barrick Gold Corporation
Battle Mountain Flood Plain Pro
Baywest Investment, LLC
Beneficial Foreclosure
Boatmans Relocation
BSB Bank & Trust
Builder's Association of Northern Nevada
Business Bank of Nevada
Cal Pacific Mortgage
Calaveras
California Federal Bank
Cendant Mobility Services
Cendant Mortgage Service
Cendant Relocation
Central Pacific Mortgage
CFS Mortgage Corporation
Chase Manhattan Mortgage
Chase Mortgage
Chesapeake Appraisal & Settlement
Circuit City Relocation
Citizens for Affordable Homes
City of Reno
City of Sparks
Claims Adjusting Groups, Inc.
CLT Appraisals
Coast to Coast
Coastal Pacific Financial Services
Coldwell Banker Relocation
Colonial Bank
Commercial Mortgage Services
Commonwealth Relocation
Commonwealth United Mortgage
Countrywide Funding Mortgage
Countrywide Valuations
County of Lander
Crawford Technical Services
CTX Mortgage
Custom Home Loans
Datacomp Appraisal Service
Dauenhauer Manufacturing Co.
Deere & Company
Dept. Of Water Resources
Dickson Realty
Discount Mortgage
Diversified Marketing
E-Trade Financial
Easton Mortgage
EBMC
Empire Home Loan
Erickson, Thorpe & Swainston Ltd.
Eugene Burger Management Corp.
Excellerate HRO
Executive Relocation
Fannie Mae
Farmers Home Administration
Federal Deposit Insurance Corp.
Fidelity Valuation Services

Fieldstone Mortgage	Interbank Funding Group
Financial Mortgage Product Inc.	Interbay Funding
First Bank of Nevada	Interwest Bank
First Federal Lincoln	Interwest Mortgage
First Financial Funding Group	James Nutter & Co.
First Horizon	Jenkins & Fry, Attorneys At Law
First Independent Bank of Nevada	Kennedy Mortgage
First Interstate Bank	Key Bank of Wyoming
First Mortgage Corporation	Keystone Realty
First National Bank of Nevada	Keystone Relocation Services
First Nationwide Mortgage	KRETS
First Plus Bank	Lakeshore Mortgage
First Priority Financial	LandAmerica One Stop
First Republic Bank	Landsafe Appraisal Service
First Union National Bank of DE	Lane, Duncan & Lambertson
Fleet Mortgage	LDS Church
FMEA	Legend Mortgage
G.F. Hansen Loan Quality Service	Lender Life Mortgage
GE Capital	Lenders Financial Services
John Gezelin, Attorney At Law	Lifeline Estate Services, Inc.
GMAC Commercial Mortgage	Lighthouse Funding
GMAC Mortgage Company	Lincoln Services Mortgage
Golden Appraisal	LMSC Federal
Golden Pacific Mortgage	LoanWork
Great Basin College	Lockheed Federal Credit Union
Great Bay Funding	M&I Mortgage Corporation
GreenLink LLC	Margaretten & Company
H & R Block	Metropolitan Mortgage & Securities
Glade Hall	Michelin North American
Hammond Securities	Mortgage Lenders
Harbor View Mortgage	MRI Relocation Management
Bilbo Helms	National Equity Relocation
Heritage Bank	National Handicap Housing Inst.
HFS Asset Services	National Residential
HFS Mobility Services	Nationwide Appraisal Services
Hoffman, Test, Guinan & Collier	Navy Federal Credit Union
Home Equity Mortgage	NEI Global Relocation Company
Home Equity Relocation	Nevada Community Reinvestment
Home Finance of America	Nevada Department of Business
Homebuyers Mortgage	Nevada Department of Transportation
HomeFocus Valuation Services	Nevada Federal Credit Union
Homesteps by Freddie	Nevada Federal Financial
Huntington Mortgage	Nevada Financial
INDY MAC	Nevada Land Conservancy
Integrated Asset Services, Inc.	Nevada National Bank

Nevada Rural Housing Authority	Roussel Financing
Nevada State Bank	Running Bear Mortgage
Northern California Chapter of the Appraisal Institute	Rural Community Assistance Corp.
North American Funding	S&L Home Loans
North American Mortgage Company	Sahara Mortgage Corporation
Northern Nevada Bank	SC Funding
Norwest Mortgage	Scarpello, Huss & OashinCoan Ltd.Schering- Plough Corporation
Nova Mortgage Credit	Seacoast Equities
Novastar Mortgage	Second Generation Mortgage
NRI Relocation	Secured Funding
NW LLC	Security First Mortgage of Nevada
Oakmont Mortgage	Security Pacific Financial
One Source Relocation	Security Service FCU
Operating Engineers	Shared Services Relocation
Option One Mortgage Corporation	SIBCY CLINE Relocation Services
Overlake Mortgage	Sierra Assisted Living
Pacific Mortgage	Sierra Nevada Funding
Pacific Relocation	Sierra Pacific Power Company
Parallel Commercial Capital	Land & Right-of-Way Agent
PHH Homequity Relocation	Land Service
PHH US Mortgage Company	Sierra West Bank
Pinnacle Group Associates	Silver Lake Mortgage
Pope & Talbot Inc.	Silver Sierra Mortgage
Carol Pope, Esq.	Sointec
PPH Asset	Source D Realty & Mortgage
PPH Homequity	Source One
Preferred Financial	Richard Spitzer, Esq.
Primacy Relocation LLC	St. Mary's Hospital
Primis Net	Standard Motor Products
Primis Inc.	Stanwell Mortgage
Procter & Gamble Real Estate	Stars Relocation
Property Specialists Inc.	State of Nevada
Prudential Relocation	Sterling Capital Mortgage
Quality Mortgage USA Inc.	Storey County Building Dept.
Rainbow Bend Subdivision	Summit Engineering
RE/MAX Relocation	Support Historic Genoa Inc.
Real Estate Recovery	Surrogate Mortgage
Recovery & Compliance Tax Service	The 7-Eleven Inc.
Reliance Field Services	The Mortgage Company
Relo Action	The Relocation Center
Relocation	Trans Equity Relocation
Relocation Today, Inc.	Transcoastal Mortgage
Richardson-Miller	Transequity Inc.
RKS Mortgage Services Inc.	Transfer Services
	Tri-Corp

Truckee Meadows Water Authority
TruePoint Mortgage Inc.
TRW-Countrywide
USG Annuity & Life Company
United Lending Group
United States Marshall Service
UNR Property Manager
US BanCorporation
US Bank
US Bank Mortgage Services
US Dept. Of Housing & Urban Dev.
US Mortgage
US Relocation
USA Federal Credit Union
USDA FMHA
Vectra Bank Colorado
Verner Construction
Viking Freight
Wade Development Company
Warren & Schiffmacher LLC
Washington Mutual
Washoe Credit Union
Washoe Tribe of Nevada
Weichert Relocation
Wells Fargo
West Coast Mortgage
Western Federal Mortgage
Western Financial Bank
Western Relocation
Westgate Mortgage Company
Westwood Funding
WHR Group
Winsor Valley Mortgage
World Business Credit
Wright Mortgage
Zions First National Bank

Also numerous individuals, corporations, law firms, and real estate brokerage firms.



307 W Winnie Lane, Suite 1
Carson City, NV 89703
Phone (775)883-7513
Fax (775)887-5065

PRELIMINARY REPORT

Issued for the sole use of:

Carson City

Our Order No.: **1102045-LI**

Title No.: **1102045-LI**

Your No.: **CC-1102045-LI**

When Replying Please Contact:

Buyer:

Lanette Inman, Escrow Officer

Carson City

Property Address:

**E Fifth Street
Carson City, NV 89701**

Assessor's Parcel No.:

10-041-67

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 Policies 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 July 25, 2014 at 07:30AM

Title Officer: Tammy May

For Exceptions Shown or Referred to, See Attached

Northern Nevada Title Company

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

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

Juan P. Arraiz and Dorothy L. Arraiz, Trustees of the Arraiz Family 1993 Trust dated october 18, 1993

All that certain real property situated in the County of Carson City, State of Nevada, 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. General and special State, County and/or City property taxes and any assessments collected with taxes, for the fiscal year 2014-2015, payable in 4 quarterly installments (3rd Monday in August and the 1st Monday in October, January and March, respectively) as follows:

Assessor's Parcel No.: 010-041-67
Total: \$8.46 not paid
2. The lien, if any, for taxes for improvements completed or in progress, but which were not shown on the tax bill for the current year.
3. 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. 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.
5. Notes, easements and recitals as set forth on Parcel Map Nos. 678, 974, 975 and Record of Survey Map Nos. 1916, 1960 and 2781-A herein referred. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.
6. Easement, together with the rights incidental thereto,

Granted to: Sierra Pacific Power Company, a Corporation
Purpose: Construct, operated and maintain an electric power line
Recorded: December 12, 1952
Book: 59
Page: 514
Document No. 4314, Official Records

Northern Nevada Title Company

7. Easement, together with the rights incidental thereto,

Granted to: East Carson General Improvement District
Purpose: Construct, operate and maintain and outfall sewer line
Recorded: May 28, 1965
Book: 37
Page: 106
Document No. 91097, Official Records
8. Easement, together with the rights incidental thereto,

Granted to: Carson City, a municipal corporation chartered under the laws of the State of Nevada
Purpose: construct, operate and maintain a sanitary sewer line
Recorded: February 27, 1968
Book: 73
Page: 312
Document No. 33702, Official Records
9. An Ordinance affecting a change of land use, upon the provisions contained therein,

Recorded: October 14, 1993
Document No. 150935, Official Records
10. Agreement, on the terms and conditions contained therein,

Purpose: Temporary Construction easement for the purpose of installing a water transmission line,
permanent utility easement
Dated: August 18, 2011
Executed By: D & S L V, LLC, a Nevada Limited Liability company as to a one-third (1/3) interest AND L/C
Holdings LLC, a Nevada Limited Liability company and Carson City, Nevada, a Consolidated Municipality
Recorded: August 26, 2011
Document No.: 414956 , Official Records
11. Easement, together with the rights incidental thereto,

Purpose: Water line
Recorded: September 27, 2011
Document No. 415804, Official Records
12. Deferred tax liens for Agricultural or Open Space, the last of which was

Recorded: July 1, 2014, Document No. 445544, of Official Records
13. The requirement that an executed Certification of Trust pursuant to NRS 164.400 et.seq. be submitted
prior to the issuance of a Title Insurance Policy.

NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

INSTRUMENT ENTITLED: Grant, Bargain, Sale Deed
BY/FROM: Thomas B. Keting and Martha L. Keating, Trustees of the to and Marha Keating Family Trust
dated April 5, 1995
TO: Juan P. Arraiz and Dorothy L. Arraiz, Trustee of the Arraiz Family 1993 Trust dated october 18, 1993
RECORDED: January 3, 2013
DOCUMENT NO. 429831, Official Records

Northern Nevada Title Company

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.

Northern Nevada Title Company

ATTACHMENT ONE

**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.
3. 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.

Northern Nevada Title Company

ATTACHMENT ONE

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 or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

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 those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or

Northern Nevada Title Company

ATTACHMENT ONE

- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____
Covered Risk 18:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____
Covered Risk 19:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____
Covered Risk 21:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____

**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.

Northern Nevada Title Company

ATTACHMENT ONE

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

3. 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.

5. 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.

2006 ALTA LOAN POLICY (06-17-06)

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:

1. (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;
 - (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;

Northern Nevada Title Company

ATTACHMENT ONE

- (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.
4. 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.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date 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).

The above policy form 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 Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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:

1. (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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

Northern Nevada Title Company

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2006 ALTA OWNER'S POLICY (06-17-06)

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:

1. (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;
 - (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 Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form 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 Exceptions from Coverage:

Northern Nevada Title Company

ATTACHMENT ONE

EXCEPTIONS FROM COVERAGE

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:

1. (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 in 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 that 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

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, 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;
 - (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, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
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;

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- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that 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 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. 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 27(b) of this policy.

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EXHIBIT "A"

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

All that certain real property situate within the Northeast ¼ of Section 16, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, further described as follows:

COMMENCING at the north ¼ corner of Section 16 as shown on that Record of Survey No. 1960 filed in the Office of the County Recorder, Carson City, Nevada as File No. 135590;

THENCE S 89°03'34" E along the north line of Section 16, a distance of 1221.53 feet to a point on the easterly line of Freeway Right-of-Way Parcel No. 012.050 acquired by the Nevada Department of Transportation in Right of Way Project: MG-395-I(006), said point also being identified as US 395 Freeway Station "0" 302+10.14, 187.28' Right, recorded in that Final Order of Condemnation, File No. 353535, Official Records of Carson City, Nevada, the POINT OF BEGINNING,

THENCE S 89°03'34" E along the north property line, a distance of 1049.15 feet to the northeast corner of Parcel D as shown on that Parcel Map No. 974 for Eva Lompa and The First Interstate Bank, File No. 19350, Official Records of Carson City, Nevada;

THENCE S 00°53'32" W along the east line of said Parcel Map, a distance of 1185.51 feet;

THENCE S 89°04'27" E a distance of 70.30 feet to a point on the westerly Right of Way of Airport Road;

THENCE S 00°38'09" W along said Right of Way, a distance of 140.10 feet;

THENCE continuing along the aforementioned Right of Way, along a non tangent curve to the Left, having a radius of 430.00 feet, length of 230.23 feet, central angle of 30°40'37", with a chord bearing of S 14°40'13" E, and a distance of 227.49 feet to the north corner of Parcel C as shown on that Map to Accompany Legal Description for the Airport Road Extension, File No. 191691, Official Records of Carson City, Nevada;

THENCE S 00°38'23" W along the west line of said Parcel C, a distance of 130.79 feet;

THENCE N 79°08'45" E along the south line of the aforementioned Parcel C, a distance of 96.99 feet;

THENCE along the southerly Right of Way of Airport Road, along the southerly line of Parcel A, as shown on that Map to Accompany Legal Description for the Airport Road Extension, File No. 191690, Official Records of Carson City, Nevada; along a non-tangent curve to the Left, having a radius of 430.00 feet, length of 137.20 feet, central angle of 18°16'51", with a chord bearing of S 58°45'46" E, and a distance of 136.62 feet;

THENCE S 67°52'49" E along said Right-of-Way, a distance of 29.32 feet;

THENCE S 00°38'02" W leaving said Right of Way, a distance of 841.68 feet to the northeast property corner of Parcel A as described in that Property Conveyance for Carson City, File No. 415802, Official Records of Carson City, Nevada;

THENCE N 89°02'39" W along the north line of said Parcel A, a distance of 542.13 feet;

THENCE S 06°47'00" W along the west line of the aforementioned Parcel A, a distance of 74.46 feet to a point on the south line of the Northeast ¼ of Section 16, T. 15 N., R. 20 E., M.D.M.

THENCE N 89°45'15" W along said south line a distance of 20.13 feet to a point on Freeway Right-of-Way Parcel No. 012.051 acquired by the Nevada Department of Transportation in Right of Way Project: MG-395-I(006), said point also being identified as US 395 Freeway Station "02" 263+02.28 P.O.T., 1040.42' Right, recorded in that

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Final Order of Condemnation, File No. 353535, Official Records of Carson City, Nevada;

THENCE N 06°57'36" E along the east line of said Parcel No. 012.05 1, a distance of 201.37 feet;

THENCE continuing along said east line, along a curve to the Right, having a radius of 500.00 feet, length of 125.44 feet, central angle of 14°22'28", with a chord bearing of N 14°08'51" E, and a distance of 125.11 feet;

THENCE N 21°20'05" E continuing along the aforementioned east line a distance of 333.59 feet;

THENCE continuing along the aforementioned east line, along a curve to the Left, having a radius of 100.00 feet, length of 193.08 feet, central angle of 110°37'36", with a chord bearing of N 33°58'43" W, and a distance of 164.46 feet;

THENCE N 87°57'3 1" W continuing along the aforementioned east line a distance of 209.33 feet;

THENCE continuing along the aforementioned east line, along a non tangent curve to the Right, having a radius of 728.58 feet, length of 374.58 feet, central angle of 29°27'25", with a chord bearing of N 75°20'27" W, and a distance of 370.46 feet;

THENCE N 02°26'08" W continuing along the aforementioned east line a distance of 495.70 feet;

THENCE S 88°48'50" W continuing along the aforementioned east line a distance of 116.82 feet to a point on the aforementioned easterly line of Freeway Right-of-Way Parcel No. 012.050;

THENCE N 06°20'04" W along said east line a distance of 940.48 feet;

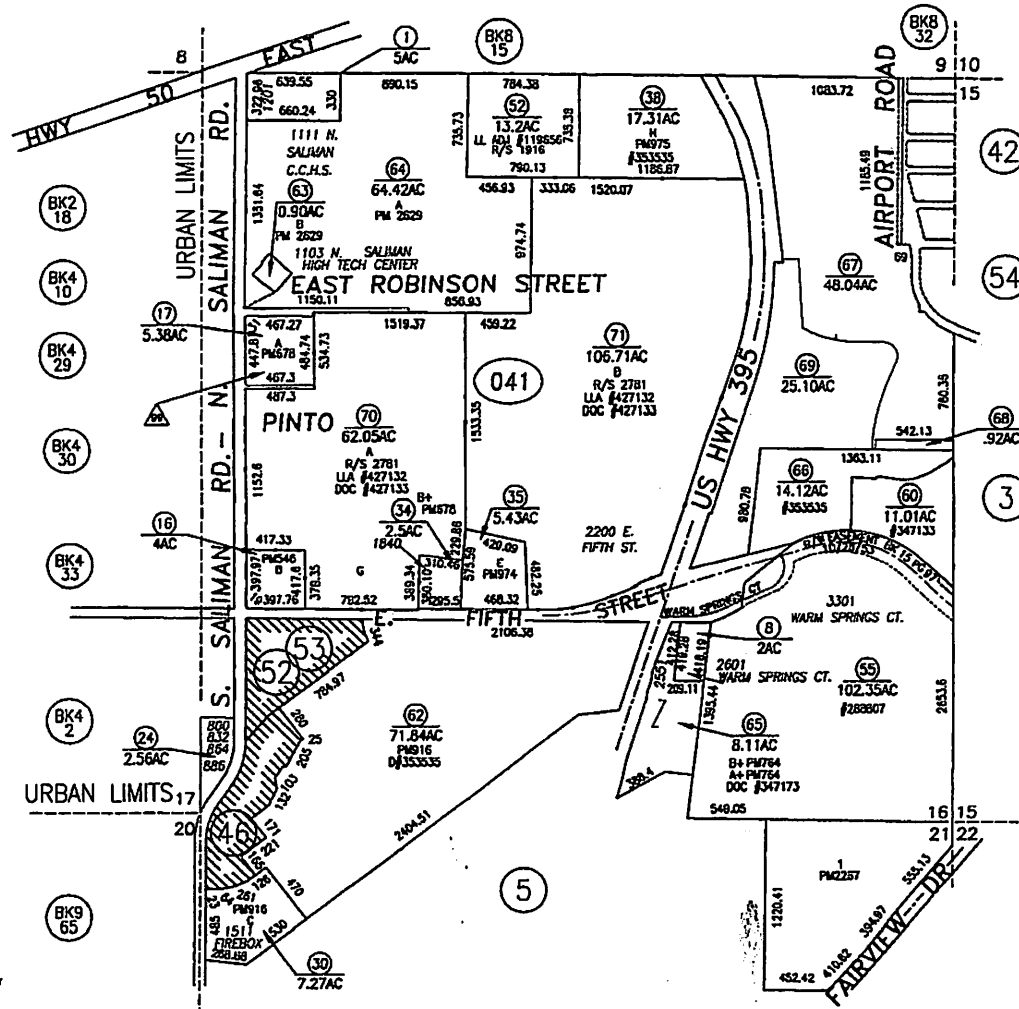
THENCE N 13°41'42" W continuing along the aforementioned east line a distance of 378.36 feet, to the POINT OF BEGINNING.

Note: Legal description previously contained in Document No. 429831, recorded January 3, 2013, Official Records of Carson City, State of Nevada.

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SECTION 16 AND
PORTION NW 1/4 SECTION 21, T.15 N., R.20 E., M.D.B. & M.

10-04



APN	MAP DFD
010-041-67 010-041-68	LESS L.L. ADJ #110224 PM 973
	LESS L.L. ADJ #119656 R/S 1916
	LESS L.L. ADJ #135591 R/S 1960
010-041-68	LESS DEEDS #191690 #191691, #191692
	LESS #353535
010-041-68	LESS #415602



SCALE: 1" = 800'
REVISED: 10/17/2012

PARCELS 010-041-38 & 37, B. NOTE 010-041-70 671

NOTE:
SOME PARCELS DELINEATED HEREIN MAY NOT BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION DUE TO DISCREPANCIES BETWEEN LOT LINES.

THIS MAP IS PREPARED FOR THE USE OF THE OKLAHOMA CITY ASSessor FOR ASSESSMENT AND ILLUSTRATING PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON. YOU CAN VIEW AND PRINT OUR MAPS AT NO CHARGE FROM OUR WEBSITE AT WWW.OKLAHOMA-CITY.GOV/LIS