

**AGREEMENT FOR
PURCHASE AND SALE OF TRUCKEE RIVER WATER RIGHTS
CLAIM DTR-50/50A**

THIS AGREEMENT (“**Agreement**”) is entered into by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada (“**Seller**”) and GREAT BASIN LAND & WATER, a Nevada nonprofit corporation (“**Buyer**”), jointly referred to herein as the Parties.

RECITALS

A. Seller is the owner of that certain Sixty and Eighty-Three One Hundredths (60.83) acre-feet per annum (AFA) of decreed vested water rights in and to the waters of the Truckee River and its tributaries appurtenant to that certain 15.19 acres of real property situated in the NW1/4 NW1/4 of Section 23, Township 19 North, Range 18 East, M.D.B.&M., Washoe County, Nevada, depicted as APN 30-520-16 on Nevada Division of Water Resources Drawing No. TR-033 (currently designated as Washoe County APN 038-530-42), being a portion of the water and water rights, ditch and ditch rights, appropriated under Claim No. 50/50A, delivered by the STEAMBOAT CANAL, heretofore allocated to LEONIDAS FREDERICK JOHNSON, SUCCESSOR TO L. GARDELLA AND S. CAPURRO, in that certain action entitled The United States of America, Plaintiff, vs. Orr Water Ditch Company, et al., Defendants, the same in Equity Docket No. A-3 in the District Court of the United States in and for the District of Nevada (“**Washoe County Water Rights**”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, a certain Twenty-Eight and Fifty-Five One Hundredths (28.55) AFA of the Washoe County Water Rights appurtenant to that certain 7.13 acres as depicted on the Water Rights Map attached hereto as **Exhibit A** (the “**Subject Water Rights**”), which shall be conveyed directly to the Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada (“**Pyramid Tribe**”) to augment instream

flows in the Truckee River from their point of diversion to Pyramid Lake for the protection and enhancement of wildlife habitat, including instream flows for fish, and natural resources for the benefit of the public.

C. Funds for Buyer's purchase of the Subject Water Rights are available from Buyer's Grant Agreement with the National Fish and Wildlife Foundation ("**NFWF Grant Funds**"), which provides for the acquisition of Truckee River water rights to be owned and managed by the Pyramid Tribe from their point of diversion to Pyramid Lake to benefit wildlife, plant, and habitat resources, including instream flows for fish (cui-ui and Lahontan cutthroat trout).

D. The dedication of the Subject Water Rights to instream flow will enhance water quality in the Truckee River benefiting the environment, improving water quality, and enhancing the quality of life in Washoe County and Northern Nevada for the benefit of the public.

NOW THEREFORE, Seller and Buyer agree as follows:

TERMS AND CONDITIONS

1. **Purchase and Sale.** In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell the Subject Water Rights to Buyer, and Buyer agrees to purchase the Subject Water Rights from Seller on the terms and conditions set forth in this Agreement.

2. **Effective Date.** This Agreement will be in effect as of the date this Agreement is fully signed by the Parties hereto ("**Agreement Date**").

3. **Purchase Terms.**

A. **Purchase Price.** The purchase price for the Subject Water Rights shall be ONE HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$197,000.00) ("**Purchase**

Price”).

B. **Method of Payment.** The Purchase Price shall be paid to Seller in cash at the close of escrow.

4. **Escrow and Closing.**

A. **Escrow.** Escrow shall be held at the office of Western Title Company located at 5390 Kietzke Lane, Suite 101, Reno, Nevada 89511 (“**Escrow Holder**”). The provisions of this Agreement shall constitute joint instructions to the Escrow Holder; provided, however, that Seller and Buyer shall mutually execute such additional instructions as may be reasonable and necessary to carry out the provisions of this Agreement.

B. **Conditions Precedent to Closing.** Closing shall be conditioned upon the following conditions precedent: (1) Buyer shall execute and deliver a “Stipulation For Disclaimer of Interest and Voluntary Dismissal of Action as to Defendant Great Basin Land and Water” in the form of **Exhibit B** attached hereto, disclaiming Buyer’s interest as a beneficiary in and to that certain “Nonrevocable Agreement to Restrict Property” by and between the State of Nevada and Washoe County dated November 21, 2011, recorded in the Official Records of Washoe County, Nevada on November 29, 2011, as Document No. 4062095 (“**Stipulation**”); (2) River Bend Mobile Home Park and Storage, LLC, shall have received a favorable outcome quieting title in case number CV20-01185 in the Second Judicial District Court in and for the State of Nevada; (3) a Boundary Line Adjustment deed is recorded on the Washoe County property identified in Assessor’s Parcel Number 038-100-34, as contemplated in the aforementioned quiet title action; (4) Buyer’s Board of Directors shall have approved this transaction; and (5) the Pyramid Tribe shall have approved this transaction (“**Conditions Precedent**”).

C. **Closing Date.** Closing shall occur on or before the first business day which is no more than thirty (30) days following satisfaction of the conditions precedent set forth in Section 4.B above (“**Closing Date**”), unless the Parties extend the Closing Date by written agreement. If escrow fails to close by the Closing Date, or by an extended Closing Date, this Agreement shall terminate and the documents and funds deposited into escrow, if any, shall be returned to the depositing party, in which case the Parties shall have no further obligations under this Agreement.

D. **Deliveries into Escrow.** Following the satisfaction of the above conditions precedent, the Parties shall deliver the following documents and funds into escrow on or before the Closing Date:

(1) **Water Rights Deed.** Seller shall execute and deliver into escrow a water rights deed in the form and substance of **Exhibit C** attached hereto, conveying the Subject Water Rights directly to the Pyramid Tribe and its successors and assigns, free and clear of all liens, encumbrances and exceptions (“**Water Rights Deed**”), which shall also be executed as accepted by and on behalf of the Pyramid Tribe.

(2) **Funds.** Buyer shall cause funds in the amount of the Purchase Price and Buyer’s portion of the closing costs to be deposited into escrow

E. **Closing Costs and Fees.** Seller and Buyer shall split the cost of the escrow fees. Buyer shall pay the cost to record the Water Rights Deed. Seller shall be responsible for the transfer tax, if any. Buyer shall be responsible for paying all State Engineer Fees pursuant to Section 5 below. Buyer and Seller shall each pay its own fees and costs for any special services such as wire transfer fees, overnight mail, certified copies and document preparation. Any other fees or costs shall be allocated between the Buyer and Seller in accordance with the customary practice of Washoe County, Nevada.

5. **Report of Conveyance and Change Application.**

A. Buyer shall prepare and file, on behalf of the Pyramid Tribe, a Report of Conveyance and Application to Change the Point of Diversion, Place of Use and Manner of Use of the Subject Water Rights to augment instream flows in the Truckee River from their point of diversion to Pyramid Lake for wildlife purposes, including instream flows for fish (“**Change Application**”) with the Nevada Division of Water Resources (“**NDWR**”).

B. Seller agrees to provide information to NDWR as may be requested by NDWR, Buyer or the Pyramid Tribe to further the approval of the Change Application.

C. Buyer shall pay the State Engineer fees to process the Report of Conveyance and Change Application (“**State Engineer Fees**”).

6. **Seller's Representations and Warranties.** Seller represents that Seller has a good faith belief that the following facts and circumstances are true to the best of Seller’s knowledge with the intent that these representations shall survive the close of escrow, but shall expire upon certification by the Nevada State Engineer of the Change Application.

A. Seller has full power and authority to enter into this Agreement and to sell, transfer and convey all right, title and interest in and to the Subject Water Rights in accordance with this Agreement.

B. Seller is the legal owner of the Subject Water Rights with full right, title and interest therein, and the ability and authority to convey the same directly to the Pyramid Tribe.

C. There are no agreements, restrictions, covenants or dedications of any nature encumbering the Subject Water Rights, and the Subject Water Rights have not been previously transferred, sold or otherwise assigned by Seller, and there are no interests of third parties, or claims by third parties to an interest, in the Subject Water Rights.

D. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of those documents.

E. The existence as of the Closing Date of any fact with respect to the Subject Water Rights, which, in Buyer's reasonable discretion, is inconsistent with any of the representations and warranties set forth in A through D, above, shall constitute the failure of a condition precedent to Buyer's obligations under this Agreement as to the purchase of the Subject Water Rights.

7. **Agreement Term.** This Agreement will be in effect as of the Agreement Date and, unless terminated pursuant to the provisions of of this Agreement, shall remain in effect until the Change Application has been approved (“**Agreement Term**”).

8. **Notices.** Any notices or communications required or permitted to be given under this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

GBLW:

Great Basin Land & Water
470 Columbus Ave., Suite 211
San Francisco, CA 94133
Attn: Aaron Peskin, President
Telephone: (415) 986-7014
Cell: (415) 235-7703
Email: landh2o@mindspring.com

WASHOE COUNTY:

Washoe County
Community Services Department
1001 E. 9th Street
P.O. Box 11130
Reno, NV 89520-0027
Attn: David M. Solaro, Director
Telephone: (775) 328-3600
Facsimile: (775) 328-3699
Email: dsolaro@washoecounty.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section 8

9. **No Broker's Commission.** Each party represents to the other that it has not contracted with any broker or finder with regard to this transaction, and each agrees to indemnify and defend the other and hold the other harmless from and against all liability, claims, demands, damages and costs of any kind arising from or connected with any broker's or finder's type of fee, commission or charges claimed to be due any person arising from such party's conduct with respect to this transaction.

10. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their heirs, executors, administrators, personal representatives, assigns, and all other successors in interest.

11. **Good Faith and Fair Dealing.** The Parties shall implement the provisions of this Agreement in good faith and shall observe all standards of fair dealing with respect thereto.

12. **Remedies Upon Default.** If Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer will, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Seller.

13. **Governing Law and Venue.** Nevada law governs this Agreement and all adversarial proceedings arising out of or related to this Agreement. Venue for all adversarial proceedings arising out of or related to this Agreement shall be in the Second Judicial District Court in and for the State of Nevada.

14. **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

15. **Miscellaneous.** This Agreement represents the entire agreement of the Parties and may not be amended except by a writing signed by each party hereto. The obligations, covenants, indemnifications, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect. Each party shall execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Subject Water Rights directly to the Pyramid Tribe, and to vest in each party all rights, interest and benefits intended to be conferred by this Agreement. In the event of a dispute, each party shall pay its own attorney's fees and costs. Seller will not waive and intends to assert any

applicable and available defenses set forth in NRS Chapter 41. In no event shall either party be directly liable to the other party for any indirect, incidental, special, consequential, punitive, or exemplary damages. Seller acknowledges that GBLW is entering into this Agreement in its own right and not as an agent of any governmental agency or entity.

16. **Time of Essence.** Time shall be of the essence with respect to the performance of the Parties' obligations under this Agreement.

17. **Interpretation.** The Parties agree that they were equally influential in preparing and negotiating this Agreement, and each had the opportunity to seek the advice of legal counsel prior to the execution of this Agreement. Therefore, the Parties agree that no presumption should arise construing this Agreement more unfavorably against any one party.

18. **Significance of Recitals.** The Recitals to this Agreement are integral and operative provisions of this Agreement and are incorporated in and made a part of this Agreement.

19. **Headings.** The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

[SPACE INTENTIONALLY LEFT BLANK]

20. **Counterparts.** This Agreement may be executed in counterparts and is binding when all counterpart signatures have been assembled and attached to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement below.

GREAT BASIN LAND AND WATER

By: _____
Aaron Peskin, President

Date: _____

WASHOE COUNTY

By: _____

Chair, Board of County Commissioners

Date: _____

Attest: _____
Washoe County Clerk

Date: _____

EXHIBIT A
WATER RIGHTS MAP

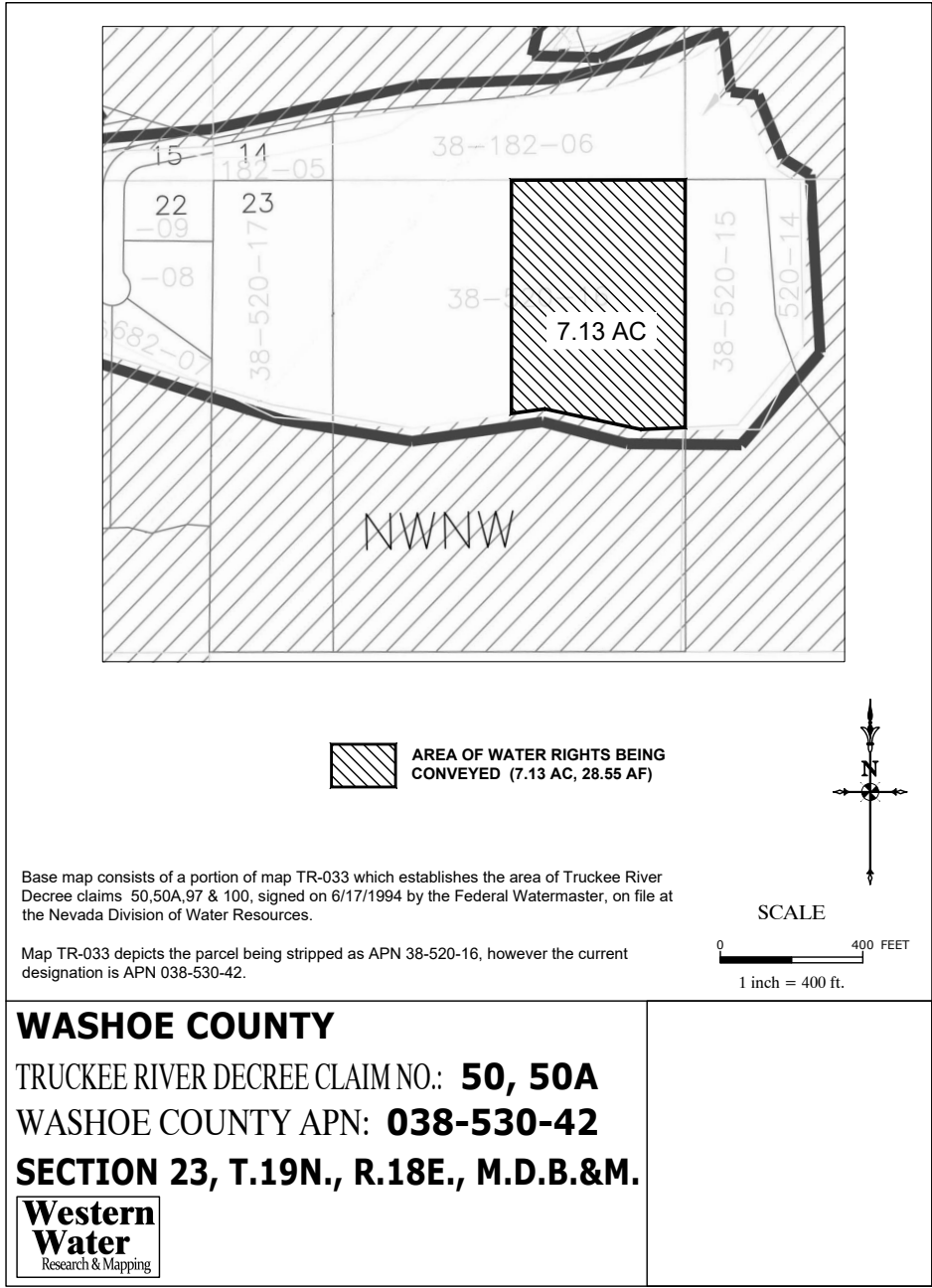


EXHIBIT B

**STIPULATION FOR DISCLAIMER OF INTEREST
AND VOLUNTARY DISMISSAL OF ACTION**

4050

ROBERT A. DOTSON
Nevada State Bar No. 5285
DOTSON LAW
5355 Reno Corporate Drive, Ste 100
Reno, Nevada 89511
Tel: (775) 501-9400
Email: rdotson@dotsonlaw.legal
Attorneys for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

RIVER BEND MOBILE HOME PARK AND
STORAGE, LLC, a Nevada limited liability
company,

Plaintiff,

vs.

WASHOE COUNTY, THE STATE OF
NEVADA including NEVADA TAHOE
CONSERVATION DISTRICT, TRUCKEE
MEADOWS PARKS FOUNDATION, a
Nevada non-profit corporation; KEEP
TRUCKEE MEADOWS BEAUTIFUL, a
Nevada non-profit corporation; FRIENDS OF
NEVADA WILDERNESS, a Nevada
non-profit corporation; FRIENDS OF BLACK
ROCK/HIGH ROCK, INC., a Nevada
non-profit corporation; LAHONTAN
AUDUBON SOCIETY, INC., a Nevada
non-profit corporation; THE NATURE
CONSERVANCY, a foreign non-profit
corporation; NEVADA WILDLIFE
FEDERATION, INC., a Nevada non-profit
corporation; NEVADA WATERFOWL
ASSOCIATION, a Nevada non-profit
corporation; GREAT BASIN RESOURCE
WATCH, a Nevada non-profit corporation;

Case No.: CV20-01185

Dept. No.: 7

SCENIC NEVADA, INC. a Nevada non-profit corporation; SOUTHERN NEVADA CONSERVANCY, a Nevada non-profit corporation; NEVADA LAND TRUST, a Nevada non-profit corporation; NEVADA CONSERVATION LEAGUE, a Nevada non-profit corporation; GREAT BASIN LAND AND WATER, a Nevada non-profit corporation; SIERRA CLUB, a non-profit corporation; TROUT UNLIMITED, a Michigan non-profit corporation; DOES 1-100, inclusive; and ROE CORPORATIONS I-X, inclusive,

Defendants.

**STIPULATION FOR DISCLAIMER OF INTEREST AND VOLUNTARY
DISMISSAL OF ACTION AS TO DEFENDANT GREAT BASIN LAND AND
WATER**

IT IS HEREBY STIPULATED AND AGREED by and between River Bend Mobile Home Park and Storage, LLC, a Nevada limited liability company (“River Bend”), by and through counsel, Dotson Law, and Defendant Great Basin Land and Water, a non-profit corporation (“Defendant”), as follows:

1. All capitalized terms used herein shall have the definitions stated in the Complaint.

Plaintiff is seeking through this action to quiet title to The River Bend Property in Reno, Nevada, as adjusted due to a boundary line adjustment with neighboring property owned by Washoe County, as generally identified in the map and boundary line adjustment application attached hereto as Exhibit 1. The action seeks to have the Court declare that (i) the Amendment facilitating the transfer is valid, effective, enforceable, binding and lawful; (ii) the Amendment is authorized by and complies with Section 8 of the Restriction Agreement; and (iii) upon recordation of the BLA Deed referenced in the Amendment, the real property shall belong to the parties as provided in the BLA Deed and shall not be subject to objection by any of the named Defendants or Doe Defendants herein; and (iv) that Plaintiff is the sole owner of title to the River Bend Property (as

modified by the BLA), and that no Defendant has any right, title or interest in the River Bend Property as described in the BLA and BLA Deed.

2. Defendant is a nonprofit organization, qualified in the State, that has, or is alleged to have, as one of its primary purposes the acquisition of property for the protection, preservation and/or conservation of land, water, open space and/or the natural communities, resources and wildlife located thereon.

3. Defendant has been provided a copy of and has voluntarily accepted service of the Complaint in this action but has not answered or otherwise appeared.

4. Defendant, having fully reviewed the Complaint on file herein, and having had a full and fair opportunity to obtain the advice of counsel, hereby disclaims any right, title or interest in the River Bend Property (as modified by the BLA).

5. Defendant further consents to its voluntary dismissal from this action.

6. Having disclaimed any right, title or interest in the River Bend Property (as modified by the BLA), Defendant is hereby voluntarily dismissed from this action pursuant to NRCP 41(a). Each party will bear its own attorneys' fees, if any.

Affirmation Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this ____ day of February 2021.

DATED this ____ day February 2021.

DOTSON LAW

GREAT BASIN LAND AND WATER

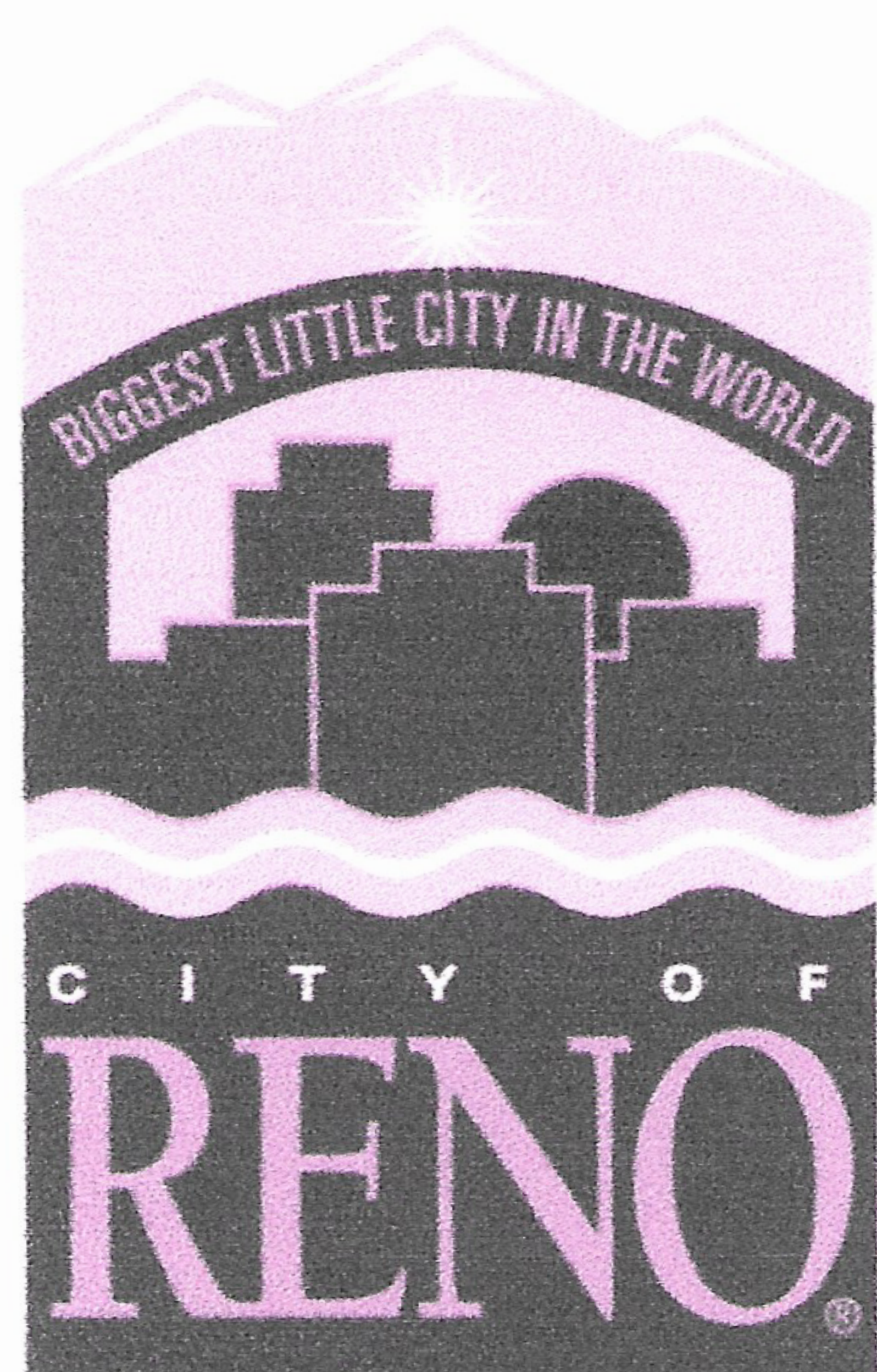
ROBERT A. DOTSON
Nevada State Bar No. 5285
5355 Reno Corporate Dr., Ste 100
Reno, Nevada 89511
(775) 501-9400
Attorneys for Plaintiff

AARON PESKIN, President
Great Basin Land and Water

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Map and Boundary Line Adjustment Application	20

CITY OF RENO
APPLICATION FOR BOUNDARY LINE ADJUSTMENT



For Community Development Department Use Only:
CASE NUMBER:
COMPLETENESS:
RECEIVED:

PROJECT NAME: RIVER BEND MOBILE HOME PARK AND STORAGE

PROJECT DESCRIPTION: BLA MAP

PROJECT ADDRESS: 2555 HIGHWAY 40 W

PROPERTY SIZE: 24.47 AC ASSESSOR'S PARCEL NO(S): 038-100-34, 038-112-01-04, 038-112-12

ZONING - EXISTING: CC COMMUNITY COMMERCIAL, SF6 & UT5

MASTER PLAN - EXISTING: Urban Residential/Commercial

EXISTING LAND USE: VACANT, MOBILE HOME & STORAGE

PROPERTY OWNER(S)

NAME: WASHOE COUNTY

ADDRESS: ATTN PARKS & UTILITIES 1001 E 9TH ST BLDG A

RENO NV 89512

PHONE: _____

APPLICANT/DEVELOPER(S)

NAME: ROB FITZGERALD

ADDRESS: PO BOX 8070

RENO, NV 89507

PHONE: 775-825-9280

E-MAIL ADDRESS: ROB.FITZGERALD@NNHOMES.COM

PERSON TO CONTACT REGARDING APPLICATION:

NAME: MICHAEL TALONEN

(IF SAME AS OWNER OR APPLICANT, PLEASE INDICATE)

ADDRESS: 15506 QUICKSILVER DR

RENO, NV 89511

PHONE: 775-544-7817

E-MAIL ADDRESS: MSTSURVEYING@HOTMAIL.COM

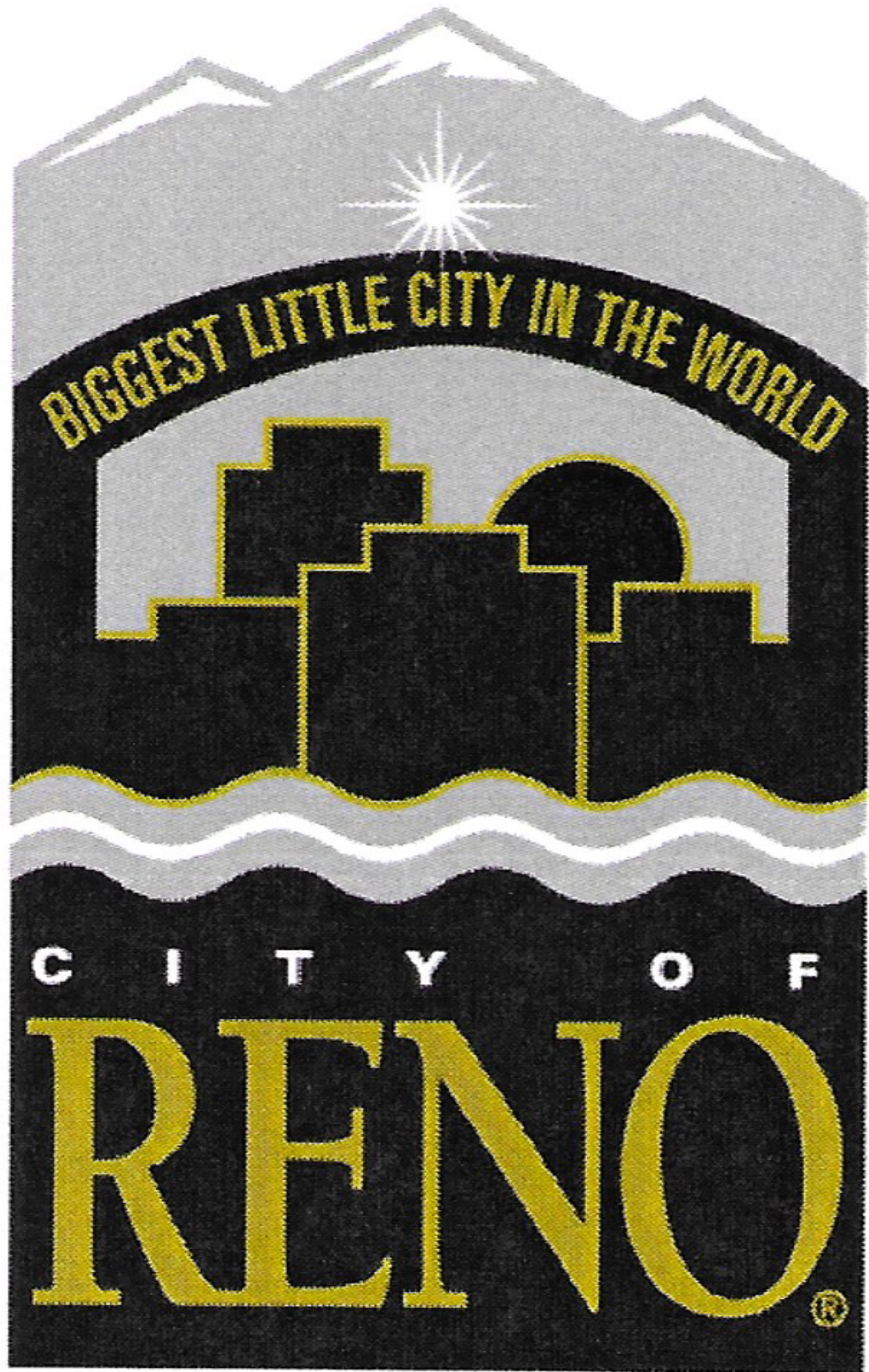
The City of Reno will direct all mail on this project to the contact person designated above.
The above information is required.

BOUNDARY LINE ADJUSTMENT APPLICATION CHECKLIST

Applicant	Item No.	ITEMS REQUIRED FOR GENERAL APPLICATION CHECKLIST
Complete and Correct		
<input checked="" type="checkbox"/>	1	Application Form(s)
<input checked="" type="checkbox"/>	2	Owner's Affidavit, Applicant Affidavit (original signatures)
<input checked="" type="checkbox"/>	3	Legal Description. (Legal descriptions <u>must</u> include original signature and be wet stamped by a State of Nevada professional land surveyor)
<input checked="" type="checkbox"/>	4	Record of Survey to be filed
<input checked="" type="checkbox"/>	5	8 ½" x 11" Zoning/Vicinity Map
<input checked="" type="checkbox"/>	6	8 ½" x 11" Site Plan (showing property lines, existing buildings, fences, existing and proposed construction, etc.)
<input checked="" type="checkbox"/>	7	24" x 36" Non-Colored Display Map
<input checked="" type="checkbox"/>	8	Supporting Information
<input checked="" type="checkbox"/>	9	Check or Money Order
<input checked="" type="checkbox"/>	10	Title Report (must be dated within 90 days of submittal)
<input checked="" type="checkbox"/>	11	Digital copy of entire submittal on flash drive in PDF format
<input checked="" type="checkbox"/>	12	One original application package (unbound with two-hole punch at top)
<input checked="" type="checkbox"/>	13	One paper copy of application package (fold large maps to 9"x12" size)

MT (Applicants Initials) *Applications with missing plans and checklists or missing components of plans and checklists, will be deemed incomplete and returned within three (3) days of application submittal. The applicant must consult with Community Development Staff prior to submitting an application without the above information to determine if the information may be eliminated for a particular application. Additional information may be requested during the review process.

CITY OF RENO
APPLICATION FOR BOUNDARY LINE ADJUSTMENT



For Community Development Department Use Only:

CASE NUMBER:

COMPLETENESS:

RECEIVED:

PROJECT NAME: RIVER BEND MOBILE HOME PARK AND STORAGE

PROJECT DESCRIPTION: BLA MAP

PROJECT ADDRESS: 2555 HIGHWAY 40 W

PROPERTY SIZE: 24.47 AC ASSESSOR'S PARCEL NO(S): 038-100-34, 038-112-01-04, 038-112-12

ZONING - EXISTING: CC COMMUNITY COMMERCIAL, SF6 & UT5

MASTER PLAN - EXISTING: Urban Residential/Commercial

EXISTING LAND USE: VACANT, MOBILE HOME & STORAGE

PROPERTY OWNER(S)

NAME: RIVER BEND MOBILE HOME PARK & STORAGE LLC

ADDRESS: PO BOX 8070

RENO NV 89507

PHONE: 775-825-9280

APPLICANT/DEVELOPER(S)

NAME: ROB FITZGERALD

ADDRESS: PO BOX 8070

RENO, NV 89507

PHONE: 775-825-9280

E-MAIL ADDRESS: ROB.FITZGERALD@NNHOMES.COM

PERSON TO CONTACT REGARDING APPLICATION:

NAME: MICHAEL TALONEN

(IF SAME AS OWNER OR APPLICANT, PLEASE INDICATE)

ADDRESS: 15506 QUICKSILVER DR

RENO, NV 89511

PHONE: 775-544-7817

E-MAIL ADDRESS: MSTSURVEYING@HOTMAIL.COM

The City of Reno will direct all mail on this project to the contact person designated above.
The above information is required.

**CITY OF RENO
BOUNDARY LINE ADJUSTMENT
APPLICATION**

Map Name: RIVER BEND MOBILE HOME PARK & STORAGE LLC & WASHOE COUNTY BLA MAP

Assessor's Parcel Number: 038-100-34, 038-112-01-04 & 038-112-12 Existing Zoning: CC COMMUNITY COMMERCIAL, SF6 & UT5

Existing Use of Each Parcel: VACANT, MOBILE HOME PARK & RV STORAGE

Surveyor: MICHAEL TALONEN

Address: 15506 QUICKSILVER DR RENO, NV 89511

Phone Number: 775-544-7817 Nevada R.L.S.# 19567

The Record of Survey Map shall include:

- 1) City of Reno jurat as follows:

City of Reno Certificate

The undersigned certifies that this map has been reviewed and approved by the City of Reno.

PLANNING MANAGER

DATE

- 2) The location of all existing structures and access easements.

OWNER AFFIDAVIT

I am the owner/authorized agent of the property involved in this petition and that I authorize Rob Fitzgerald (name) to request development related applications for Boundary Line Adjustment on my property. This authorization is inclusive of Assessor Parcel Numbers 038-100-34 described in the attached legal descriptions. I declare under penalty of perjury that the foregoing is true and correct for development case number BLA _____ (to be filled in by City of Reno staff).

Executed on 2/9/2021, in Reno, Nevada
(date) (City) (State)

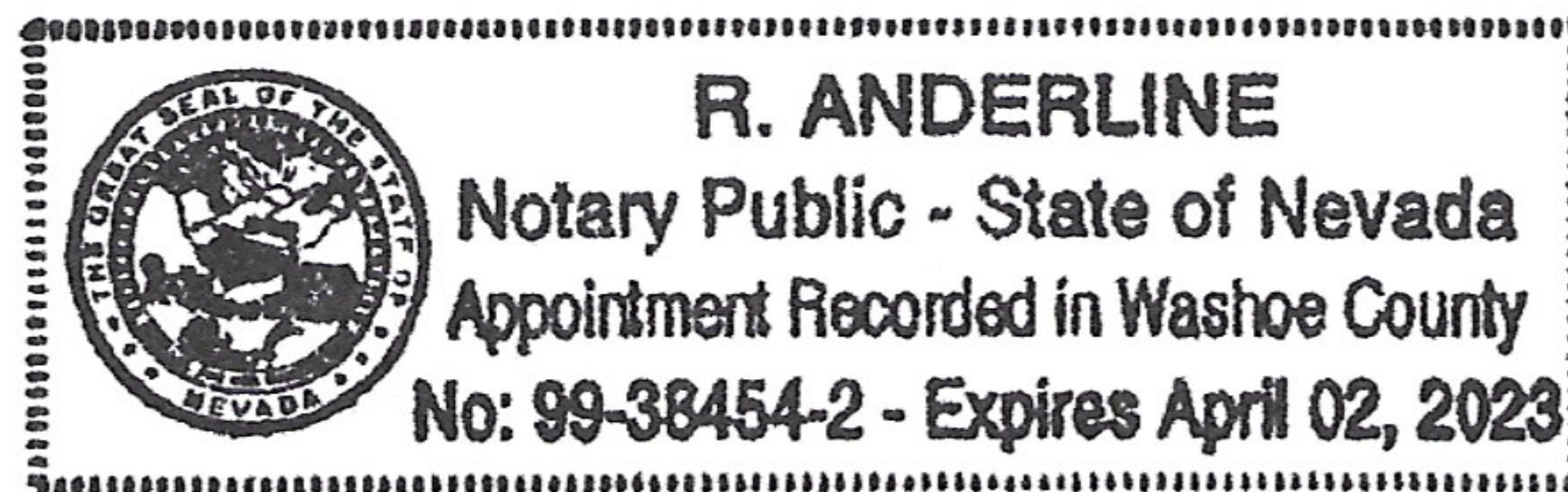
[Signature]
Signature

Eric Crump
Printed Name

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On this 9 day of Feb., 2021, Eric Crump (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the owner/authorized agent of the above property who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.

[Signature]
Notary Public



OWNER AFFIDAVIT

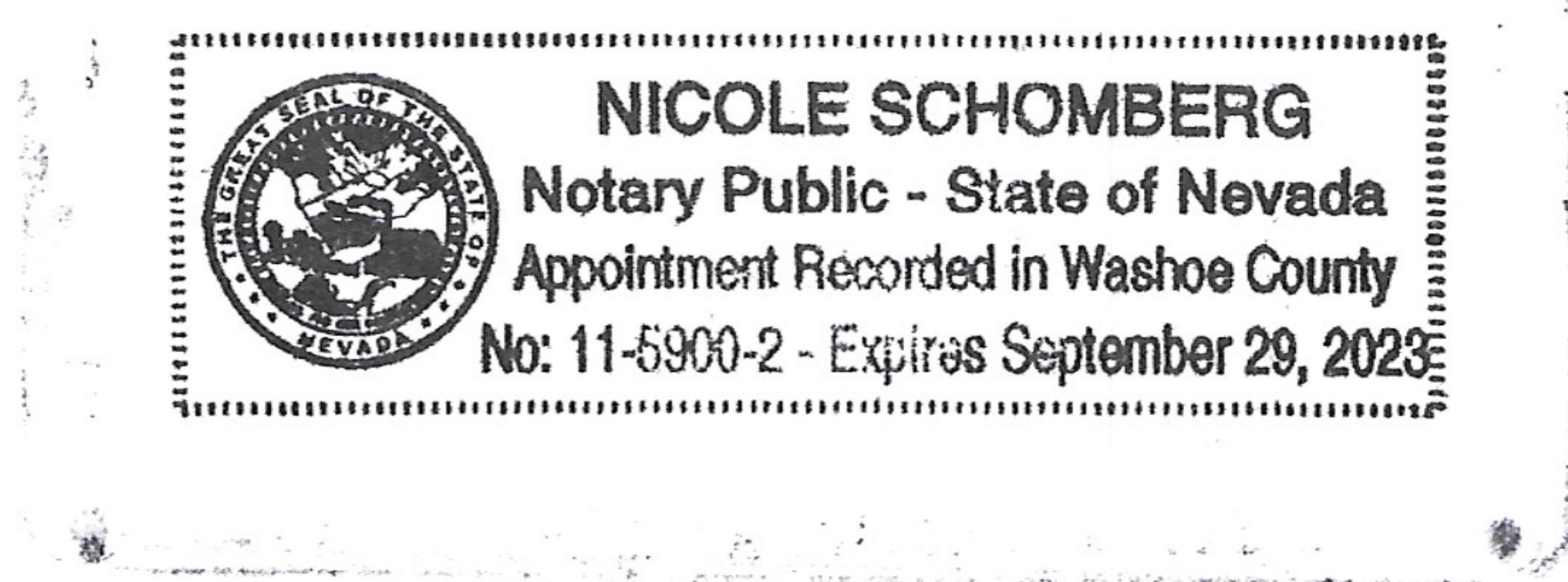
I am the owner/authorized agent of the property involved in this petition and that I authorize Robert Fitzgerald (name) to request development related applications for River Bend BLA on my property. This authorization is inclusive of Assessor Parcel Numbers 038-100-34, 038-112-01-04, 038-112-12 described in the attached legal descriptions. I declare under penalty of perjury that the foregoing is true and correct for development case number BLA _____ (to be filled in by City of Reno staff).

Executed on 2/5/2021, in Sparks, Nevada
(date) (City) (State)

[Signature]
Signature

Printed Name _____

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)



On this 5th day of February, 2021, Robert Fitzgerald (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the owner/authorized agent of the above property who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.

[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 DESCRIPTION: (RIVER BEND MOBILE HOME PARK & STORAGE LLC)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SOUTHWEST (SW) 1/4 & SOUTHEAST (SE) 1/4 OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 18 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWEST CORNER OF THE LOT "A" OF RECORD OF SURVEY MAP NO. 4580, RECORDED JUNE 21, 2005 AS FILE NO. 3233124 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA. THENCE NORTH 46°38'22" EAST 19.90 FEET; THENCE NORTH 66°39'22" EAST 235.20 FEET; THENCE NORTH 12°22'23" WEST 337.81 FEET; THENCE NORTH 12°22'23" WEST 54.09 FEET; THENCE NORTH 29°23'23" WEST 166.18 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 29°23'23" WEST 47.53 FEET TO THE SOUTH RIGHT OF WAY OF HIGHWAY 40;

THENCE SOUTH 85°25'58" EAST 143.82 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 1000.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°27'10" A DISTANCE OF 479.14 FEET;

THENCE SOUTH 13°05'02" WEST 52.70 FEET;

THENCE SOUTH 07°19'45" WEST 46.50 FEET;

THENCE NORTH 04°48'45" WEST 60.66 FEET TO A POINT OF CURVATURE;

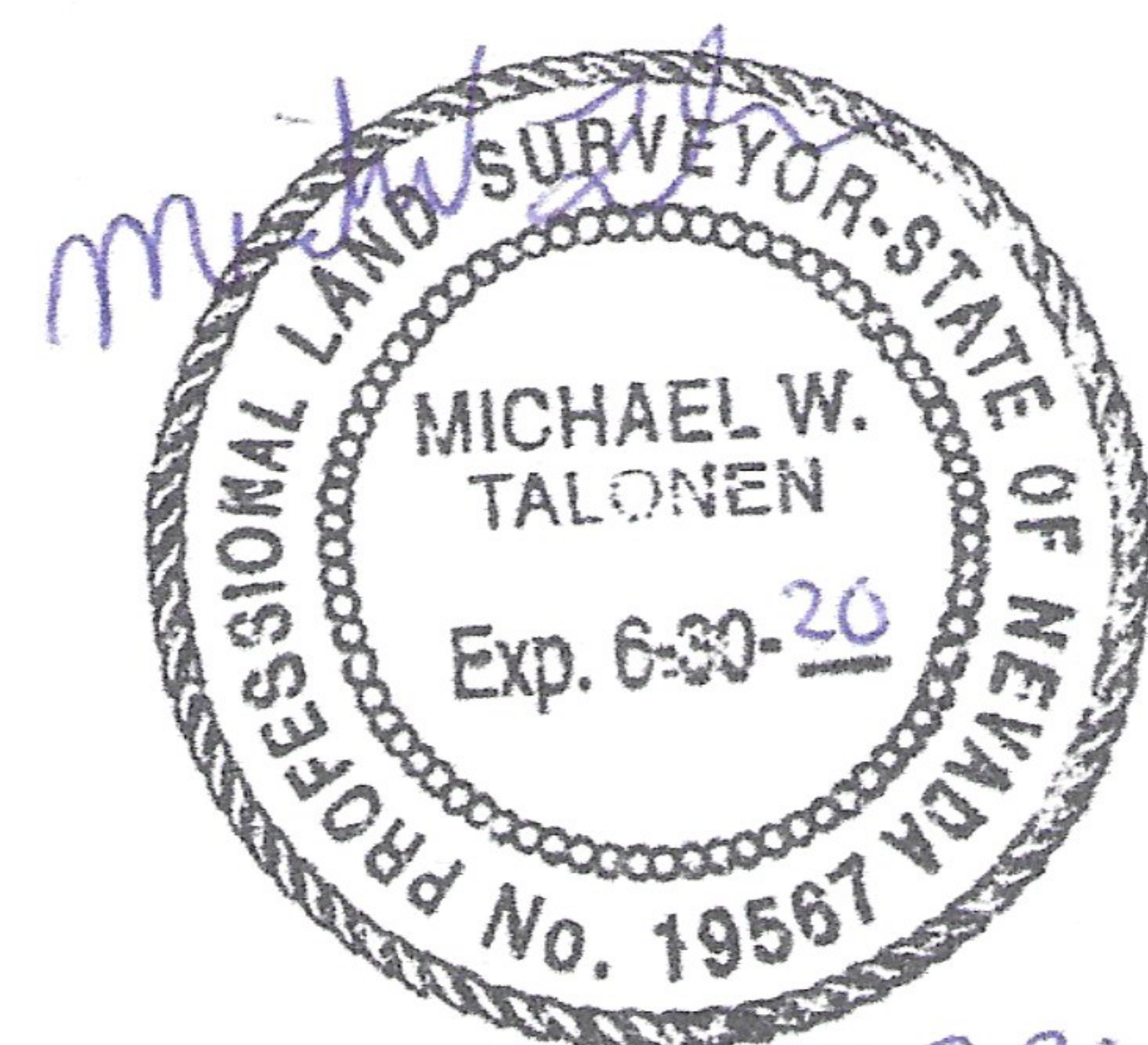
THENCE ALONG THE ARC OF A NON-TANGENT 2401.00 FOOT RADIUS CURVE TO THE LEFT FROM WHICH A RADIUS BEARS SOUTH 34°09'38" WEST, THROUGH A CENTRAL ANGLE OF 14°41'06" A DISTANCE OF 615.38 FEET TO THE POINT OF BEGINNING;

CONTAINING 65,527 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



5-7-20

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 2 DESCRIPTION: (RIVER BEND MOBILE HOME PARK & STORAGE LLC)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SOUTHWEST (SW) 1/4 & SOUTHEAST (SE) 1/4 OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 18 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWEST CORNER OF THE LOT "A" OF RECORD OF SURVEY MAP NO. 4580, RECORDED JUNE 21, 2005 AS FILE NO. 3233124 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA. THENCE NORTH 46°38'22" EAST 19.90 FEET; THENCE NORTH 66°39'22" EAST 235.20 FEET; THENCE NORTH 12°22'23" WEST 337.81 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 12°22'23" WEST 54.09 FEET;

THENCE NORTH 29°23'23" WEST 166.18 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT 2401.00 FOOT RADIUS CURVE TO THE RIGHT FROM WHICH A RADIUS BEARS SOUTH 19°28'42" WEST, THROUGH A CENTRAL ANGLE OF 14°41'06" A DISTANCE OF 615.38 FEET;

THENCE SOUTH 04°48'45" WEST 62.00 FEET;

THENCE SOUTH 10°55'02" WEST 134.75 FEET;

THENCE NORTH 57°45'32" WEST 401.96 FEET;

THENCE NORTH 54°53'49" WEST 102.47 FEET TO THE POINT OF BEGINNING;

CONTAINING 94,771 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

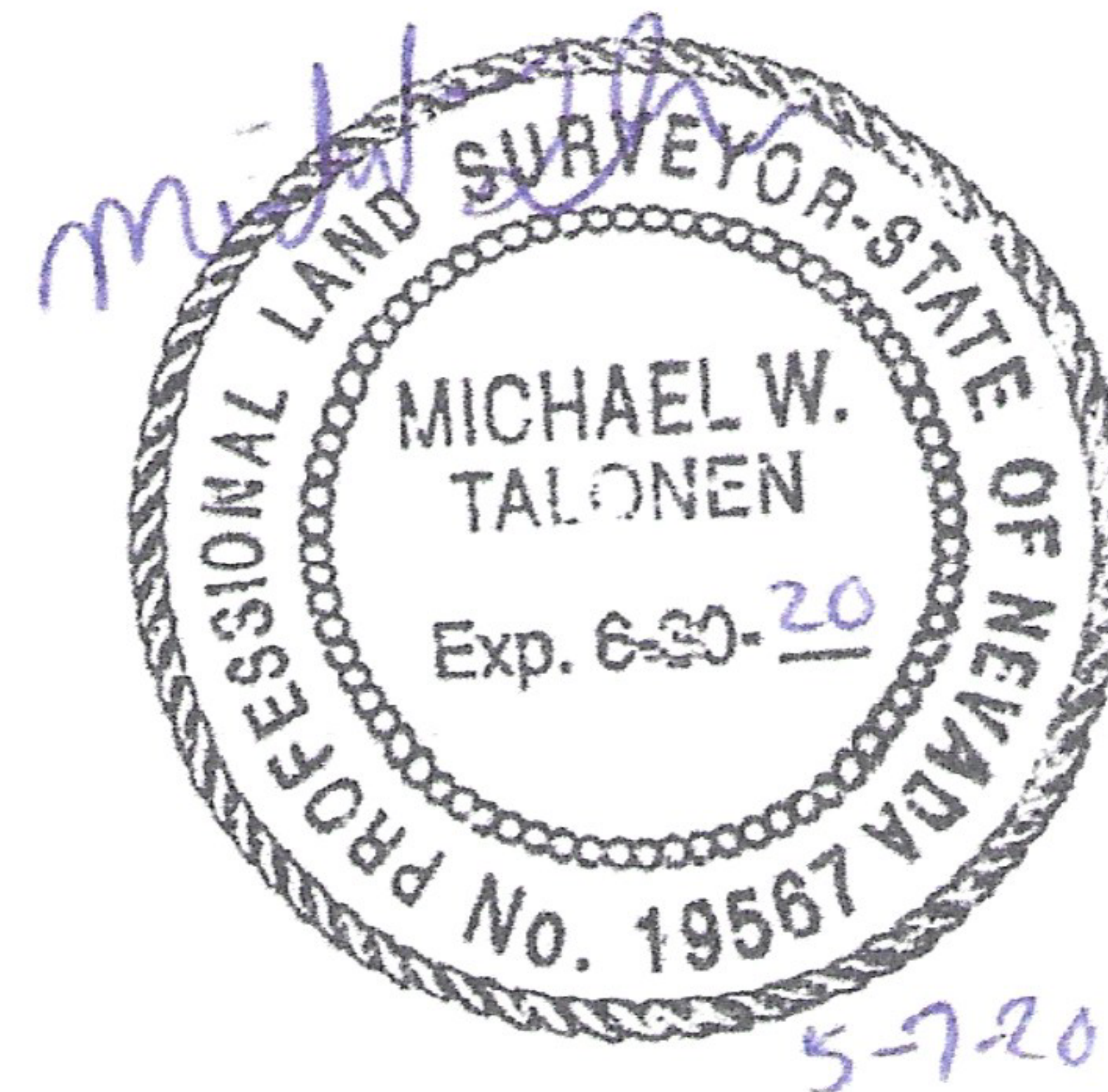


EXHIBIT C

LEGAL DESCRIPTION

PARCEL 3 DESCRIPTION: (RIVER BEND MOBILE HOME PARK & STORAGE LLC)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SOUTHWEST (SW) 1/4 & SOUTHEAST (SE) 1/4 OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 18 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWEST CORNER OF THE LOT "A" OF RECORD OF SURVEY MAP NO. 4580, RECORDED JUNE 21, 2005 AS FILE NO. 3233124 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA. THENCE NORTH 46°38'22" EAST 19.90 FEET; THENCE NORTH 66°39'22" EAST 235.20 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 12°22'23" WEST 337.81 FEET;

THENCE SOUTH 54°53'49" EAST 102.47 FEET;

THENCE SOUTH 57°45'32" EAST 401.96 FEET;

THENCE SOUTH 10°55'02" WEST 51.93 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 250.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°17'54" A DISTANCE OF 66.75 FEET;

THENCE SOUTH 26°12'56" WEST 110.76 FEET;

THENCE NORTH 69°30'27" WEST 144.19 FEET;

THENCE NORTH 52°03'09" WEST 172.97 FEET TO THE POINT OF BEGINNING;

CONTAINING 99,560 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



EXHIBIT D

LEGAL DESCRIPTION

PARCEL 4 DESCRIPTION: (RIVER BEND MOBILE HOME PARK & STORAGE LLC)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SOUTHWEST (SW) 1/4 & SOUTHEAST (SE) 1/4 OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 18 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWEST CORNER OF THE LOT "A" OF RECORD OF SURVEY MAP NO. 4580, RECORDED JUNE 21, 2005 AS FILE NO. 3233124 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA. THENCE NORTH 46°38'22" EAST 19.90 FEET; THENCE NORTH 66°39'22" EAST 126.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 66°39'22" WEST 109.15 FEET;

THENCE SOUTH 52°03'09" EAST 172.97 FEET;

THENCE SOUTH 69°30'27" EAST 144.19 FEET;

THENCE SOUTH 26°12'56" WEST 54.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 80.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 65°02'20" A DISTANCE OF 90.81 FEET;

THENCE NORTH 88°44'44" EAST 5.43 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 250.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 54°13'25" A DISTANCE OF 236.60 FEET;

THENCE NORTH 34°31'19" WEST 144.37 FEET TO THE POINT OF BEGINNING;

CONTAINING 45,958 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

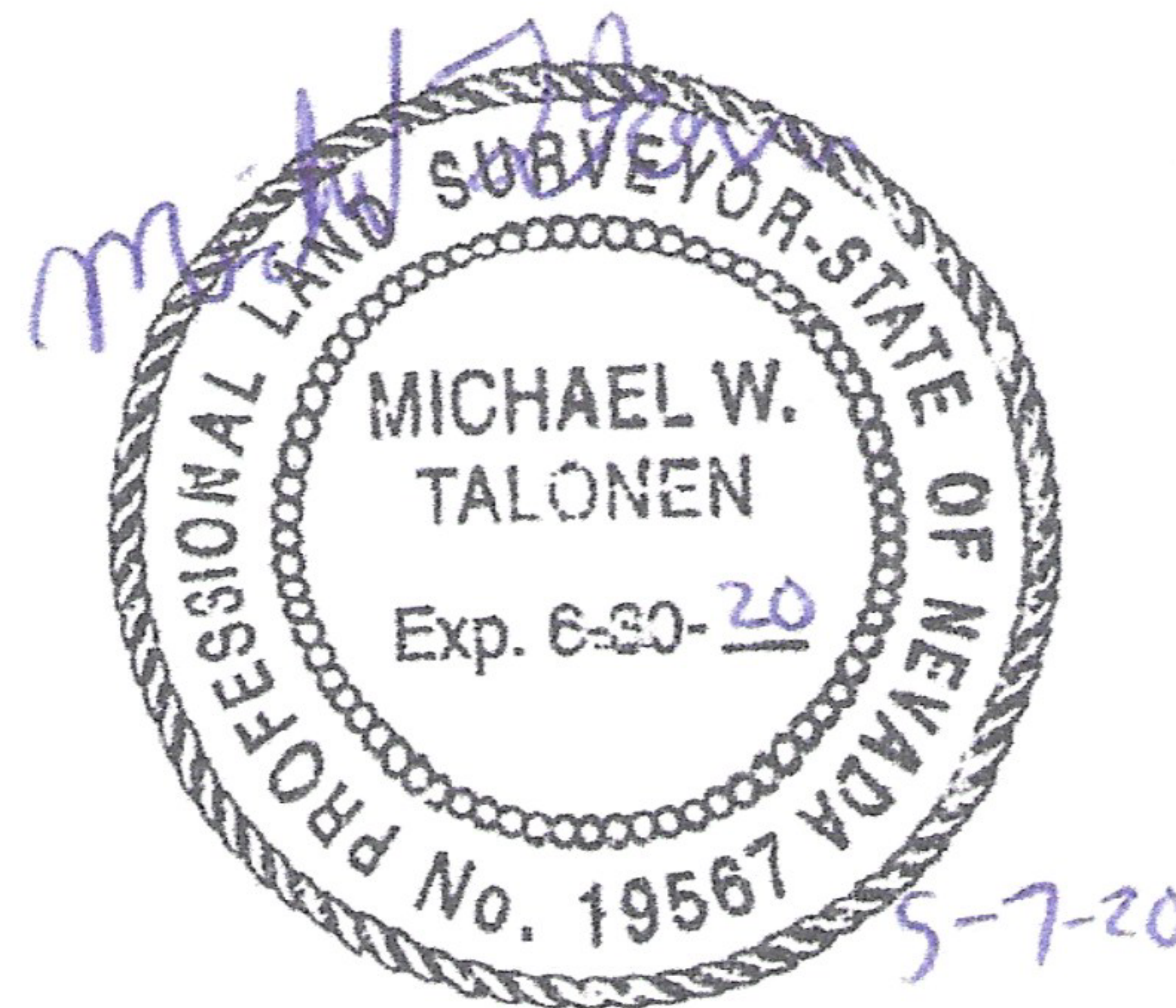


EXHIBIT E

LEGAL DESCRIPTION

PARCEL 5 DESCRIPTION: (WASHOE COUNTY)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SOUTHWEST (SW) 1/4 & SOUTHEAST (SE) 1/4 OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 18 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWEST CORNER OF THE LOT "A" OF RECORD OF SURVEY MAP NO. 4580, RECORDED JUNE 21, 2005 AS FILE NO. 3233124 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

THENCE SOUTH 46°38'22" WEST 11.10 FEET TO THE NORTH LINE OF THE TRUCKEE RIVER;

THENCE ALONG THE NORTH LINE OF THE TRUCKEE RIVER THE NEXT 8 COURSES

1. THENCE NORTH 06°31'29" WEST 68.96 FEET;
2. THENCE NORTH 38°55'54" WEST 83.03 FEET;
3. THENCE NORTH 55°05'48" WEST 187.81 FEET;
4. THENCE NORTH 83°11'09" WEST 219.75 FEET;
5. THENCE NORTH 59°36'40" WEST 83.17 FEET;
6. THENCE SOUTH 81°00'12" WEST 121.26 FEET;
7. THENCE SOUTH 60°24'05" WEST 121.72 FEET;
8. THENCE SOUTH 42°57'54" WEST 289.66 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF GLEN MEADOWS VILLAGE (TRACT MAP 2084), ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED APRIL 20, 1983 AS FILE NO. 850061;

THENCE NORTH 03°22'26" WEST 276.95 FEET;

THENCE NORTH 63°26'38" EAST 95.74 FEET;

THENCE NORTH 60°07'14" EAST 159.85 FEET;

THENCE NORTH 87°51'19" EAST 208.24 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 400.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°02'42" A DISTANCE OF 132.96 FEET;

THENCE SOUTH 73°05'59" EAST 163.81 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 505.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 31°13'28" A DISTANCE OF 275.21 FEET;

THENCE SOUTH 41°52'30" EAST 39.31 FEET;

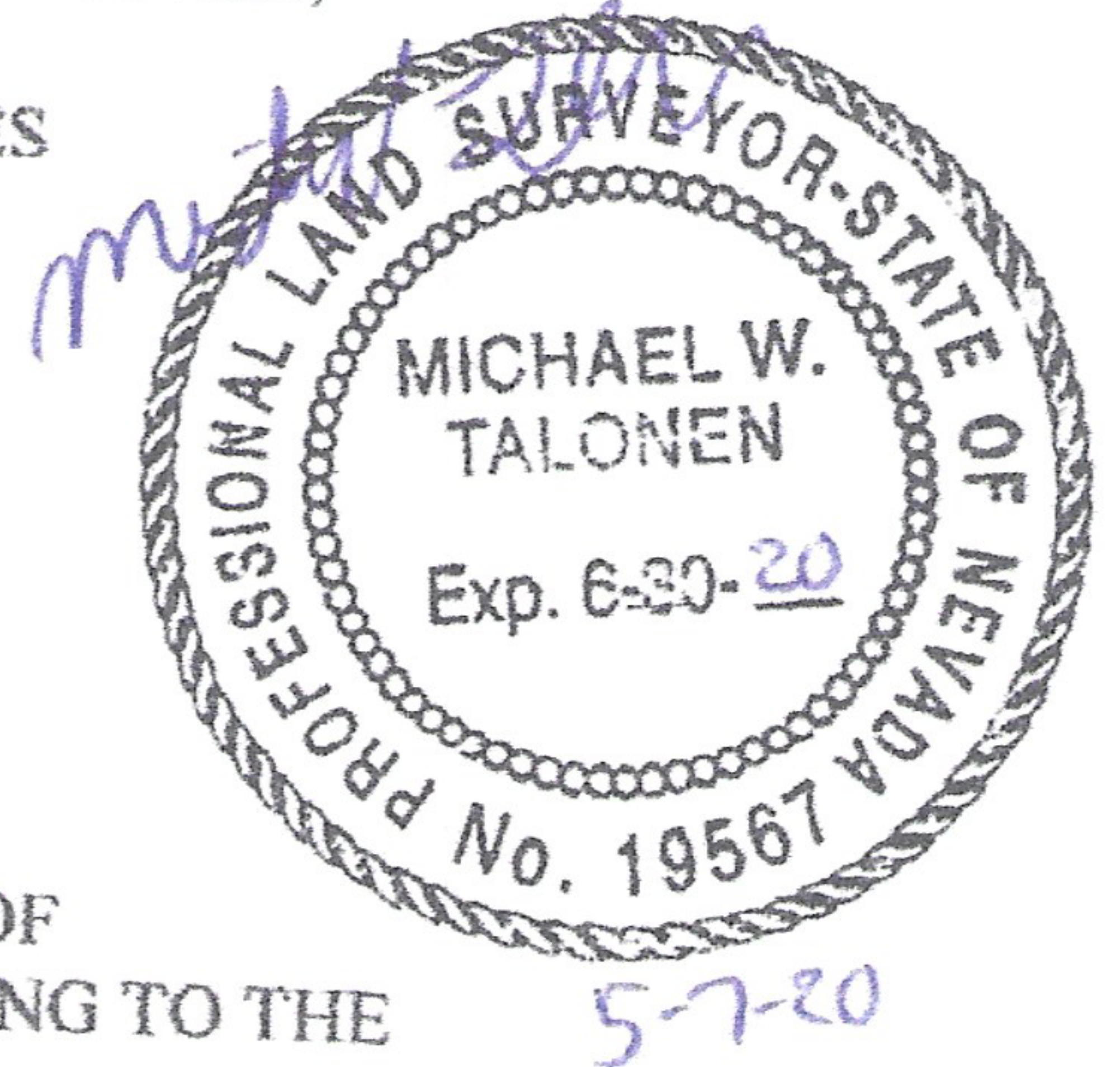
THENCE SOUTH 33°25'20" EAST 30.86 FEET;

THENCE SOUTH 48°04'16" EAST 100.86 FEET;

THENCE SOUTH 34°31'19" EAST 144.37 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 250.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 54°13'25" A DISTANCE OF 236.60 FEET;

THENCE SOUTH 88°44'44" EAST 5.43 FEET TO A POINT OF CURVATURE;



THENCE ALONG THE ARC OF A TANGENT 80.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 65°02'20" A DISTANCE OF 90.81 FEET;

THENCE NORTH 26°12'56" EAST 165.48 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 250.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°17'54" A DISTANCE OF 66.75 FEET;

THENCE NORTH 10°55'02" EAST 186.68 FEET;

THENCE NORTH 04°48'45" EAST 122.66 FEET;

THENCE NORTH 07°19'45" EAST 46.50 FEET;

THENCE NORTH 13°05'02" EAST 52.70 FEET TO THE SOUTH RIGHT OF WAY OF HIGHWAY 40 POINT BEING A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT 1000.00 FOOT RADIUS CURVE TO THE RIGHT FROM WHICH A RADIUS BEARS SOUTH 32°01'12" WEST, THROUGH A CENTRAL ANGLE OF 26°33'17" A DISTANCE OF 463.47 FEET TO THE NORTH LINE OF THE TRUCKEE RIVER;

THENCE ALONG THE NORTH LINE OF THE TRUCKEE RIVER THE NEXT 10 COURSES

1. THENCE NORTH 67°02'27" WEST 116.018 FEET;

2. THENCE SOUTH 73°14'33" WEST 56.04 FEET TO A POINT OF CURVATURE;

3. THENCE ALONG THE ARC OF A NON-TANGENT 2401.00 FOOT RADIUS CURVE TO THE RIGHT FROM WHICH A RADIUS BEARS SOUTH 39°42'14" WEST, THROUGH A CENTRAL ANGLE OF 00°34'07" A DISTANCE OF 23.83 FEET;

4. THENCE SOUTH 37°01'43" WEST 150.26 FEET TO A POINT OF CURVATURE;

5. THENCE ALONG THE ARC OF A NON-TANGENT 2251.00 FOOT RADIUS CURVE TO THE LEFT FROM WHICH A RADIUS BEARS SOUTH 40°29'20" WEST, THROUGH A CENTRAL ANGLE OF 01°04'53" A DISTANCE OF 42.49 FEET;

6. THENCE SOUTH 22°50'44" WEST 135.49 FEET;

7. THENCE SOUTH 14°55'48" WEST 96.54 FEET;

8. THENCE SOUTH 09°34'08" EAST 14.77 FEET;

9. THENCE SOUTH 03°14'22" WEST 39.79 FEET;

10. THENCE SOUTH 25°04'43" WEST 9.84 FEET;

THENCE NORTH 76°49'38" WEST 74.88 FEET;

THENCE SOUTH 33°22'53" WEST 102.76 FEET;

THENCE SOUTH 86°51'26" WEST 93.23 FEET;

THENCE SOUTH 33°46'22" WEST 108.53 FEET TO THE NORTH LINE OF THE TRUCKEE RIVER;

THENCE ALONG THE NORTH LINE OF THE TRUCKEE RIVER THE NEXT 5 COURSES



1. THENCE NORTH 76°18'41" WEST 28.51 FEET;
2. THENCE NORTH 69°00'27" WEST 71.23 FEET;
3. THENCE NORTH 56°12'26" WEST 97.29 FEET;
4. THENCE NORTH 44°58'10" WEST 81.21 FEET;
4. THENCE NORTH 26°44'55" WEST 214.43 FEET TO THE POINT OF BEGINNING;

CONTAINING 8.44 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567

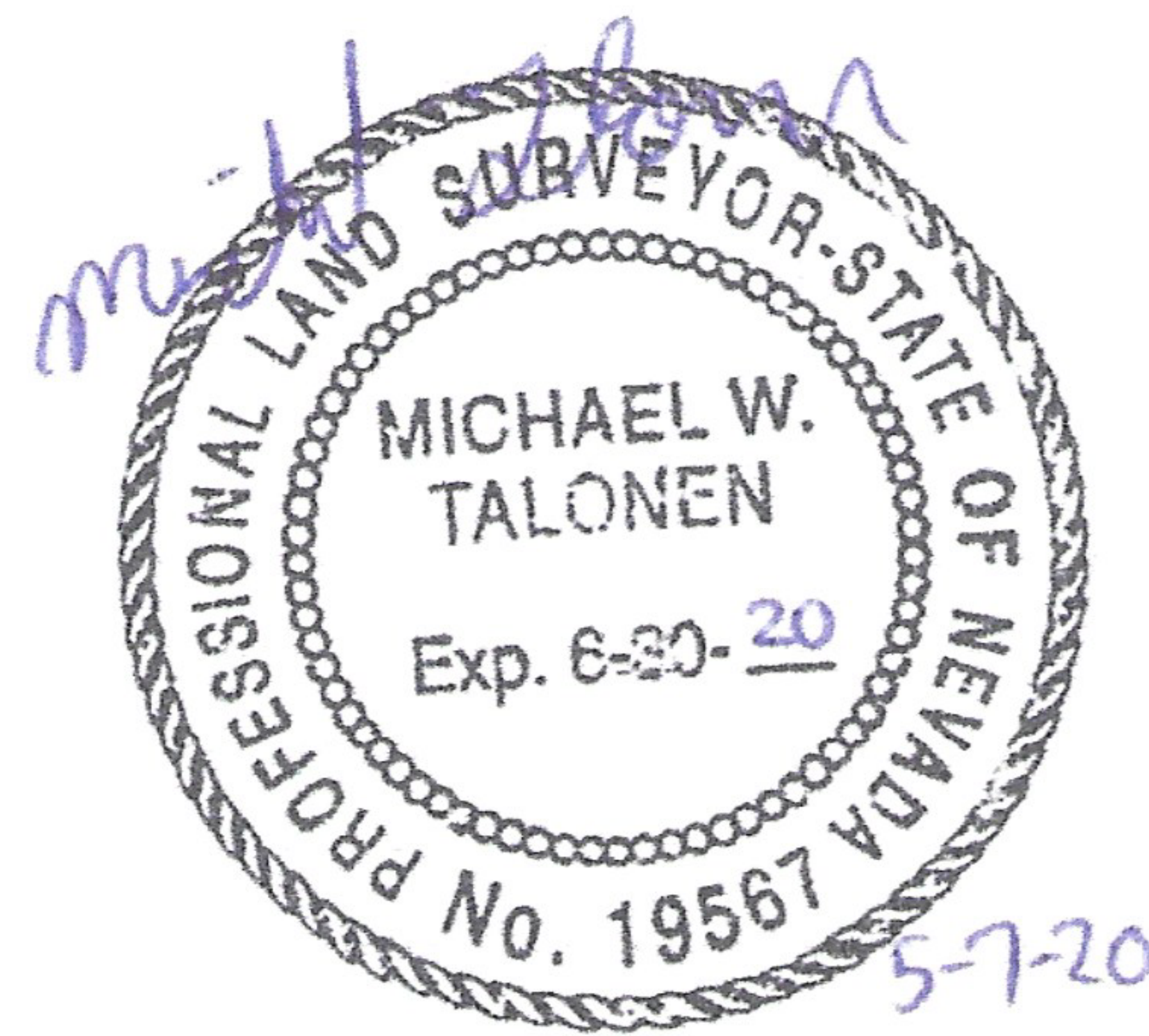


EXHIBIT F
LEGAL DESCRIPTION

PARCEL 6 DESCRIPTION: (RIVER BEND MOBILE HOME PARK & STORAGE LLC)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN SOUTHWEST (SW) 1/4 & SOUTHEAST (SE) 1/4 OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 18 EAST IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWEST CORNER OF THE LOT "A" OF RECORD OF SURVEY MAP NO. 4580, RECORDED JUNE 21, 2005 AS FILE NO. 3233124 IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA. THENCE NORTH 46°38'22" EAST 19.90 FEET; THENCE NORTH 66°39'22" EAST 126.05 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 34°31'19" WEST 24.28 FEET;

THENCE NORTH 48°04'16" WEST 100.86 FEET;

THENCE NORTH 33°25'20" WEST 30.86 FEET;

THENCE NORTH 41°52'30" WEST 39.31 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 505.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°13'38" A DISTANCE OF 275.21 FEET;

THENCE NORTH 73°05'59" WEST 163.81 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT 400.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°02'42" A DISTANCE OF 132.96 FEET;

THENCE SOUTH 87°51'19" WEST 208.24 FEET;

THENCE SOUTH 60°07'14" WEST 159.85 FEET;

THENCE SOUTH 63°26'38" WEST 95.74 FEET;

THENCE NORTH 03°22'26" WEST 393.29 FEET TO THE SOUTH LINE OF US HIGHWAY 40;

THENCE NORTH 86°36'53" EAST 132.88 FEET;

THENCE SOUTH 68°52'55" EAST 183.32 FEET;

THENCE NORTH 90°00'00" EAST 60.00 FEET;

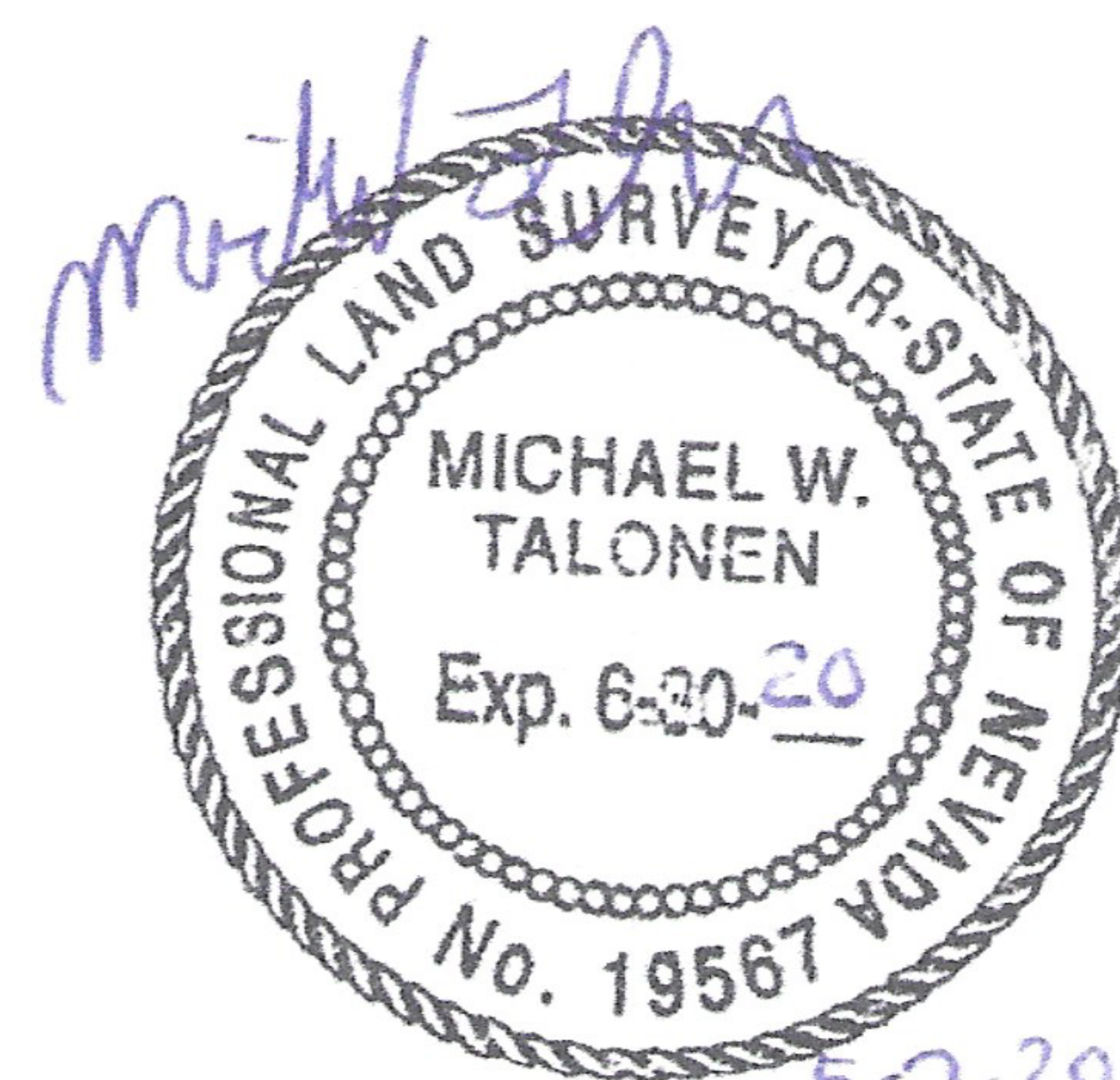
THENCE NORTH 58°25'53" EAST 152.16 (152.91 DEED) FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT 4950.00 FOOT RADIUS CURVE TO THE RIGHT FROM WHICH A RADIUS BEARS SOUTH 00°10'55" EAST, THROUGH A CENTRAL ANGLE OF 04°44'56" A DISTANCE OF 410.28 FEET;

THENCE SOUTH 29°23'23" EAST 213.71 FEET;

THENCE SOUTH 12°22'23" EAST 391.90 FEET;

THENCE SOUTH 66°39'22" WEST 109.15 FEET TO THE POINT OF BEGINNING;

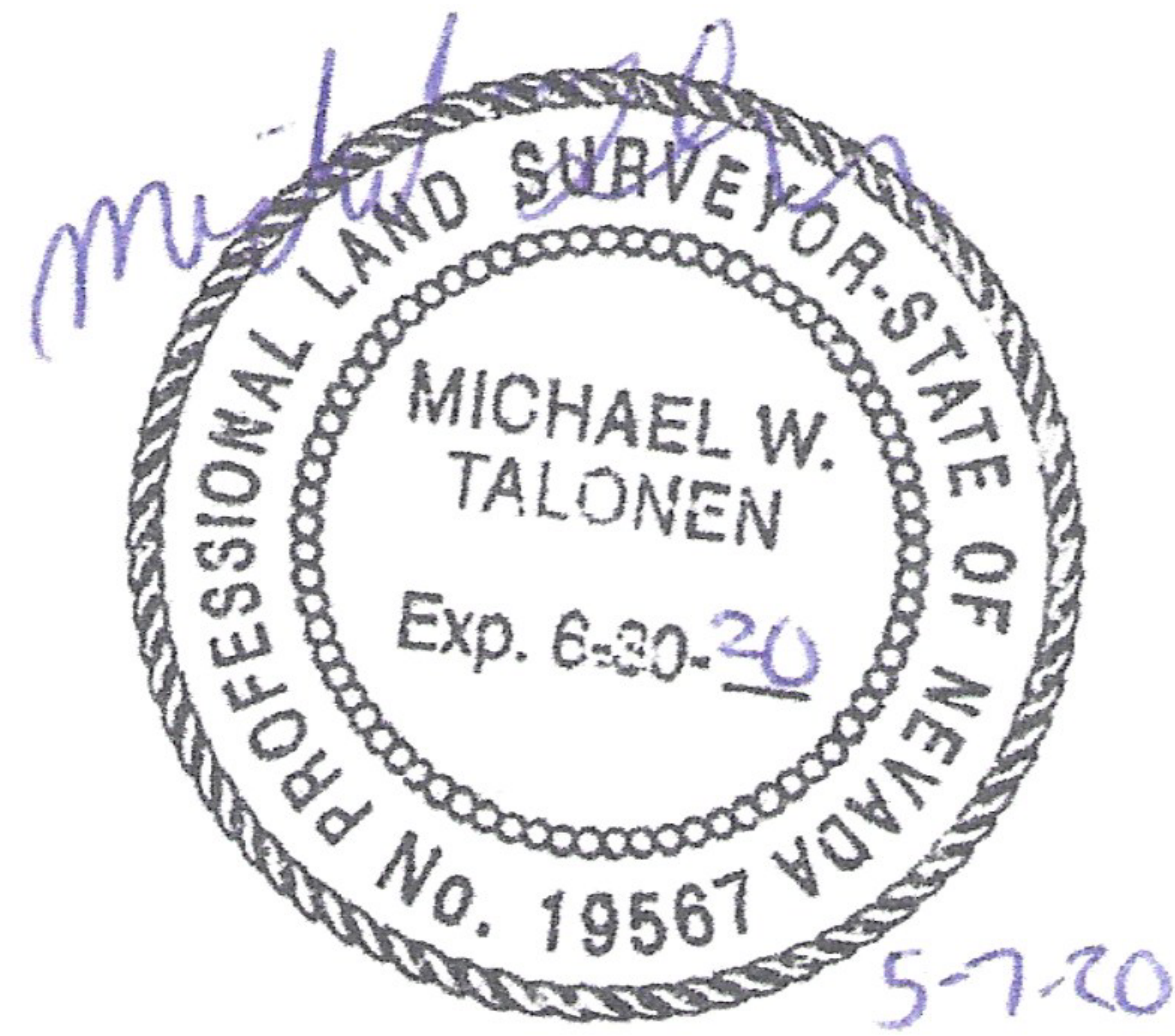


CONTAINING 9.01 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83 (94), WEST ZONE.

MICHAEL TALONEN, P.L.S. 19567



OWNER'S CERTIFICATE

WE THE UNDERSIGNED OWNERS OF THE AFFECTED PARCELS AS SHOWN ON THIS MAP DO HEREBY STATE:

1. WE HAVE EXAMINED THIS PLAT AND APPROVE AND AUTHORIZE ITS RECORDING.
2. WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING ANY EASEMENT WHICH IS SHOWN HEREON.
3. WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS ABANDONING ANY EXISTING EASEMENTS PURSUANT TO THE PROVISIONS OF NRS. 278.010 TO 278.020.
4. ALL THE PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID.
5. ANY LENDER WITH AN INTEREST ACCOUNT FOR THE PAYMENT OF TAXES HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE OR THE TRANSFER OF LAND.
6. WE HEREBY EXCEPT ANY DRAINAGE ONTO OUR PROPERTY RESULTING FROM THIS BOUNDARY LINE ADJUSTMENT.

RIVER BEND MOBILE HOME PARK & STORAGE LLC
MANAGER

WASHOE COUNTY
MANAGER

NOTARY CERTIFICATE

STATE OF NEVADA)
COUNTY OF WASHOE) S.S.
ON THIS DAY OF MAY 2020,
MANAGER OF RIVER BEND MOBILE HOME PARK & STORAGE LLC
DO PERSONALLY APPEAR BEFORE ME AND UPON OATH DO DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE

NOTARY CERTIFICATE

STATE OF NEVADA)
COUNTY OF WASHOE) S.S.
ON THIS DAY OF MAY 2020,
REPRESENTATIVE OF WASHOE COUNTY, 2020
DO PERSONALLY APPEAR BEFORE ME AND UPON OATH DO DEPOSE AND SAY THAT HE EXECUTED THE ABOVE INSTRUMENT IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY'S SIGNATURE

CITY OF RENO CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT THIS MAP HAS BEEN REVIEWED AND APPROVED BY THE CITY OF RENO.

PLANNING MANAGER

DATE

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMES WITHIN THE REQUIREMENTS OF THE CITY OF RENO AND THAT NO ONE HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE OR THE TRANSFER OF LAND. THE UNDERSIGNED HEREBY CERTIFIES THAT THE CITY OF RENO HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE OR THE TRANSFER OF LAND. THE UNDERSIGNED HEREBY CERTIFIES THAT THE CITY OF RENO HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE OR THE TRANSFER OF LAND. THE UNDERSIGNED HEREBY CERTIFIES THAT THE CITY OF RENO HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE OR THE TRANSFER OF LAND.

FIRST GENERAL TITLE COMPANY OF NEVADA

BY: VANCE TAYLOR

DATE

TITLE SENIOR TITLE OFFICER

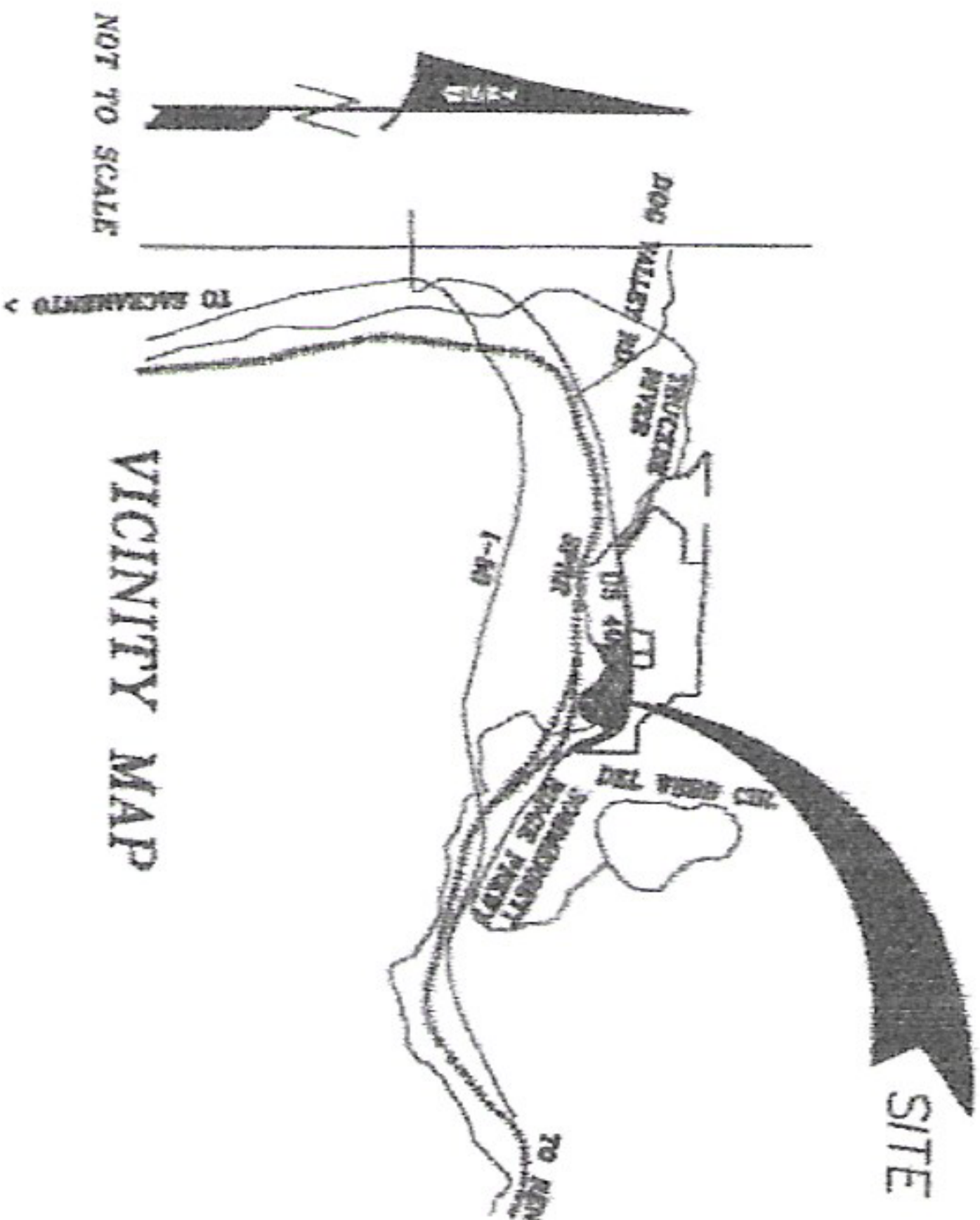
TAX CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON PARCELS OF LAND SHOWN ON THIS MAP HAVE BEEN PAID AND THAT THE PROPERTY IS NOT SUBJECT TO ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS. 361A.265. 409-030-112-01, 030-112-02, 030-112-03, 030-112-04, 030-112-12 & 030-100-34

WASHOE COUNTY TREASURER

TITLE

DATE



SURVEYOR'S CERTIFICATE

I, MICHAEL TALONEN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. I HAVE PERFORMED A FIELD SURVEY SUFFICIENT TO LOCATE AND DETERMINE PROPERLY THE PROPOSED BOUNDARY LINE ADJUSTMENT.
2. ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED BOUNDARY HAVE BEEN DETERMINED BY MEASUREMENTS OR WILL BE OTHERWISE DEFINED ON A DOCUMENT OF RECORD AS REQUIRED BY NRS. 629.140.
3. THIS PLAT IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS. 278.010 TO 278.020.
4. I HAVE PREPARED THIS MAP AT THE INSTANCE OF RIVER BEND MOBILE HOME PARK & STORAGE LLC.
5. THE SURVEY WAS COMPLETED ON MAY 5TH, 2020.
6. THE PROPERTY SURVEYED LIES WITHIN A PORTION OF THE SOUTHEAST ONE-FOURTH QUARTER, SE 1/4 OF SECTION EIGHT (80) & THE SOUTH ONE-HALF (S 1/2) OF SECTION NINE (90), TOWNSHIP NINETEEN (19) NORTH, RANGE EIGHTEEN (18) EAST, MOUNT DIABLO BASE MERIDIAN, COUNTY OF WASHOE, STATE OF NEVADA.
7. NO ADDITIONAL PARCELS ARE CREATED AS A RESULT OF THIS BOUNDARY LINE ADJUSTMENT.

MICHAEL TALONEN (TS)

DATE

EXP. 06/30/2022



DISTRICT BOARD OF HEALTH CERTIFICATE

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONSIDERS SEWER DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS APPROVAL DOES NOT GUARANTEE THE ACCURACY OF THE SURVEY OR THE COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

FOR THE DISTRICT BOARD OF HEALTH

DATE

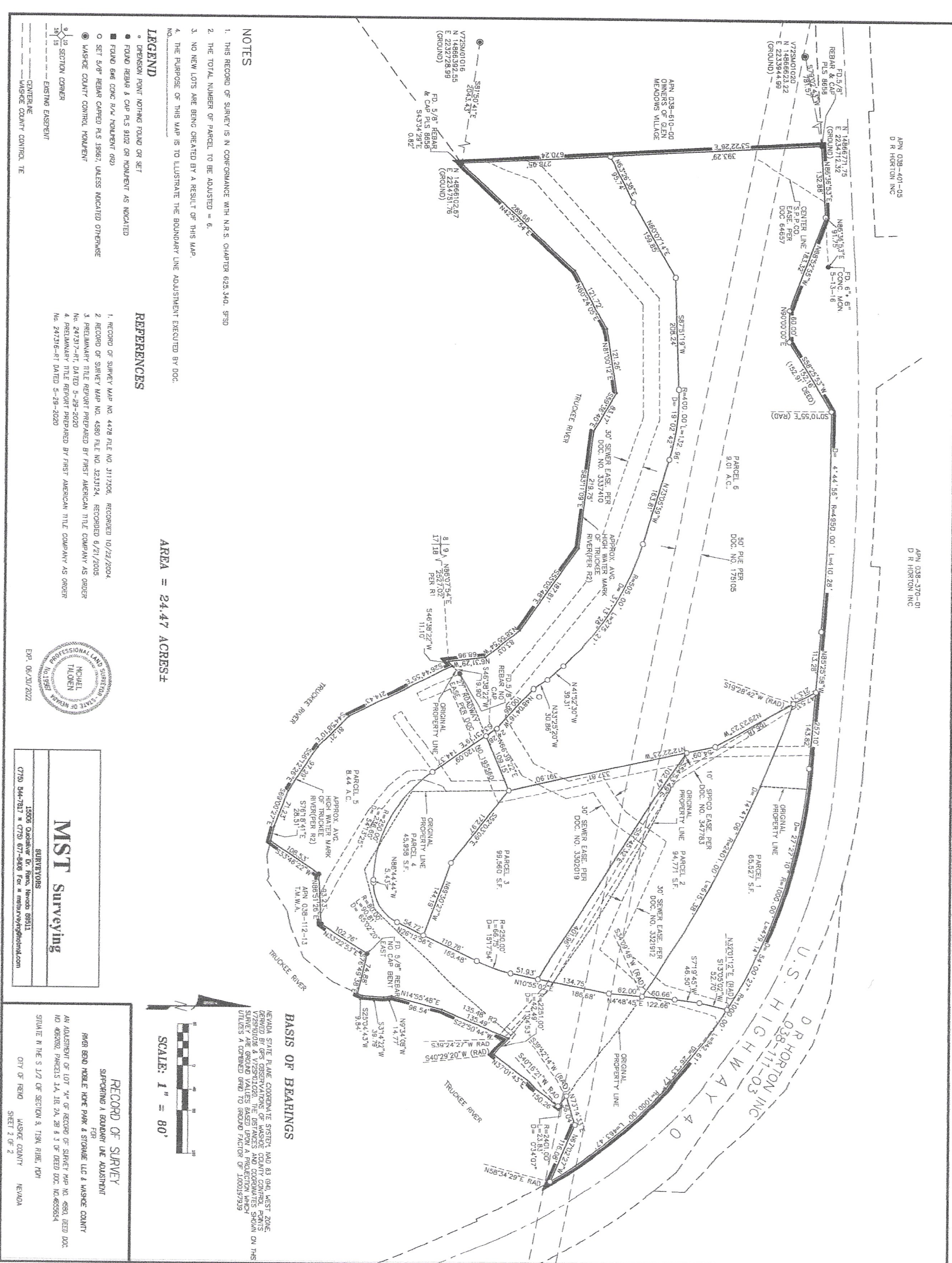
MST Surveying

15066 Quaker Dr. Reno, Nevada 89511
SURVEYORS
775) 544-7817 & 775) 677-9186 Fax & mstsurveying@bellsouth.com

FILE NO. _____	FILED FOR RECORD AT THE _____
RECORDED ON _____	RECORDING OFFICE _____
ON THIS _____ DAY OF _____	IN _____ COUNTY, NEVADA
BY _____	DEPUTY COUNTY RECORDER
BY _____	DEPUTY
FEE: _____	

RECORD OF SURVEY

SHOWING A BOUNDARY LINE ADJUSTMENT FOR RIVER BEND MOBILE HOME PARK & STORAGE LLC & WASHOE COUNTY. ALL ADJUSTMENT OF LOT "A" OF RECORD OF SURVEY MAP NO. 4890, DEED DOC. NO. 482092, PARCELS 1A, 1B, 2A, 2B & 3 OF DEED DOC. NO. 482092. SITUATE IN THE S 1/2 OF SECTION 9, T19N, R10E, N07W. CITY OF RENO, WASHOE COUNTY, NEVADA. SHEET 1 OF 2

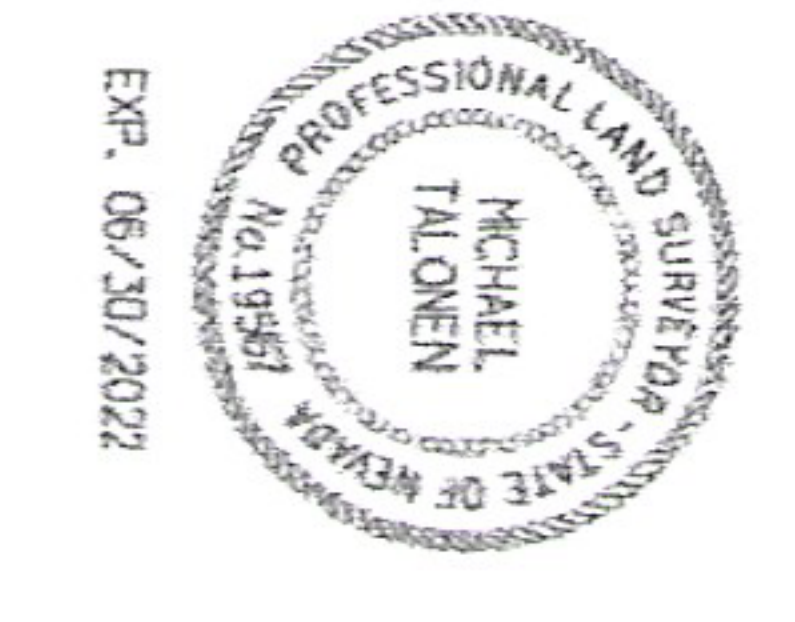


- NOTES**
1. THIS RECORD OF SURVEY IS IN CONFORMANCE WITH N.R.S. CHAPTER 625, §40, §75D
 2. THE TOTAL NUMBER OF PARCEL TO BE ADJUSTED = 6.
 3. NO NEW LOTS ARE BEING CREATED BY A RESULT OF THIS MAP.
 4. THE PURPOSE OF THIS MAP IS TO ILLUSTRATE THE BOUNDARY LINE ADJUSTMENT EXECUTED BY DOC.

- LEGEND**
- DIMENSION POINT NOTING FOUND OR SET
 - FOUND 6/6 CONG R/W MONUMENT GR2
 - SET 6/47 REBAR CARRIED PLS 19667 UNLESS INDICATED OTHERWISE
 - WASHOE COUNTY CONTROL MONUMENT
 - 1/2 SECTION CORNER
 - 3/4 SECTION CORNER
 - EXISTING EASEMENT
 - CENTERLINE
 - WASHOE COUNTY CONTROL TE

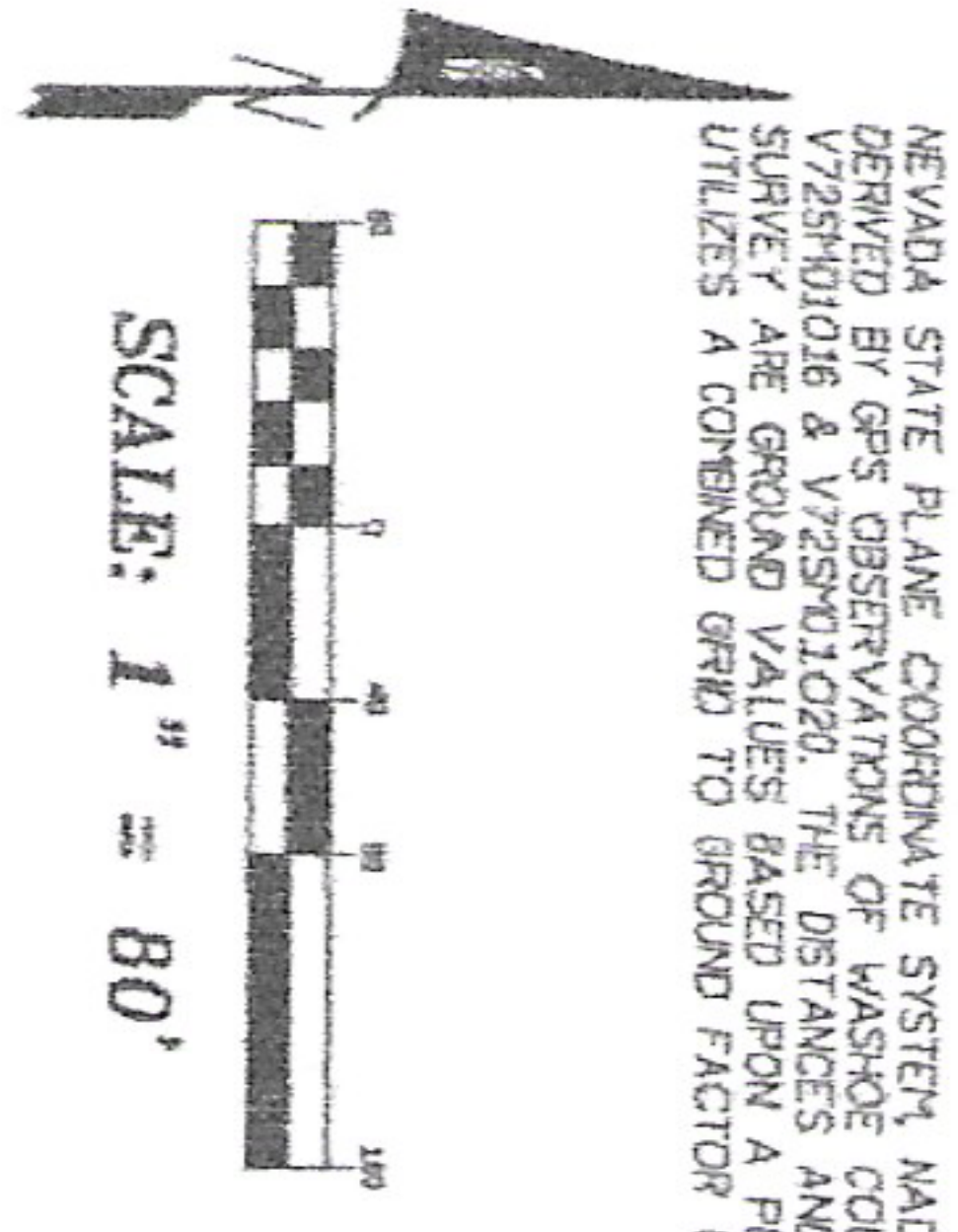
- REFERENCES**
1. RECORD OF SURVEY MAP NO. 4478 FILE NO. 3117506, RECORDED 10/22/2004.
 2. RECORD OF SURVEY MAP NO. 4580 FILE NO. 3233124, RECORDED 6/21/2005.
 3. PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY AS ORDER NO. 247317-RT, DATED 5-29-2020.
 4. PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY AS ORDER NO. 247316-RT DATED 5-29-2020.

AREA = 24.47 ACRES±



MST Surveying

SURVEYORS
 15005 Oculadine Dr. Reno, Nevada 89511
 (775) 844-7817 • (775) 677-4808 Fax • mtc@mvstsurvey.com



RECORD OF SURVEY
 SUPPORTING A BOUNDARY LINE ADJUSTMENT
 FOR
 RIVER BEND MOBILE HOME PARK & STORAGE LTD & WASHOE COUNTY
 AN ADJUSTMENT OF LOT "A" OF RECORD OF SURVEY MAP NO. 4580, DEED DOC. NO. 485922, PARCELS 1A, 1B, 2A, 2B & 3 OF DEED DOC. NO. 465564
 SITUATE IN THE S 1/2 OF SECTION 9, T19N, R16E, 70W
 CITY OF RENO WASHOE COUNTY NEVADA
 SHEET 2 OF 2

Map of Reno Community Development Map (See "Details" for instructions. Clear browser cache if layers don't)



February 4, 2021

- Parcels (No Labels)
- Reno City Limits Outline
- Zoning Designations**
- Arterial Commercial
- Hotel Casino
- Single-Family Residential (3 units/ acre) SF-3
- Single-Family Residential (5 units/ acre) SF-5
- Single-Family Residential (6 units/ acre) SF-6
- Single-Family Residential (8 units/ acre) SF-8
- Single-Family Residential (9 units/ acre) SF-9
- Single-Family Residential (11 units/ acre) SF-11
- Multi-Family Residential (14 units/ acre) MF-14
- Multi-Family Residential (21 units/ acre) MF-21
- Multi-Family Residential (30 units/acre) MF-30
- Large Lot Residential (0.5 acres) LLR-0.5
- Large Lot Residential (1 acre) LLR-1
- Large Lot Residential (2.5 acres) LLR-2.5
- Mixed-Use Urban MU
- Mixed-Use Suburban MS
- Neighborhood Commercial NC
- General Commercial GC
- Professional Office PO
- Mixed Employment ME
- Mixed-Use Airport MA
- MU-RES
- MU-MC

1:4,514

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

USDA FSA, GeoEye, Maxar, Esri, HERE, Garmin, iPC, City of Reno GIS

EXHIBIT C

FORM OF DEED

RECORDING REQUESTED BY:

Western Title Company
Escrow No. 122423-PAH

WHEN RECORDED MAIL TO:

Pyramid Lake Paiute Tribe
P.O. Box 256
Nixon, NV 89424
Attn: Chairman, Tribal Council

APN 038-530-42
Washoe County, NV

WATER RIGHTS DEED

THIS INDENTURE, made and entered into this ___ day of _____, 2021, by and between COUNTY OF WASHOE, a political subdivision of the State of Nevada (hereinafter referred to as “Grantor”) and the PYRAMID LAKE PAIUTE TRIBE OF THE PYRAMID LAKE RESERVATION, NEVADA, a federally recognized Indian Tribe (hereinafter referred to as “Grantee”).

WITNESSETH:

For good and valuable consideration, the receipt whereof is hereby acknowledged, said Grantor does by these presents grant, bargain, sell and convey unto the Grantee, and to its successors and assigns forever, all right, title and interest of Grantor to divert from the Truckee River and its tributaries the water and water rights described as follows:

A certain portion of the water and water rights, ditch and ditch rights, appurtenant to that certain real property situated in the NW1/4 NW1/4 of Section 23, Township 19 North, Range 18 East, M.D.B.&M., Washoe County, Nevada, referred to as APN 038-530-42 and more particularly described on **Exhibit A** attached hereto and made a part hereof, under **Truckee River Decree Claim No. 50/50A**, containing **7.13 acres** for a total of **Twenty-Eight and Fifty-Five One Hundredths (28.55) acre-feet annually**. That certain 7.13-acre area to which the water rights being conveyed hereby are appurtenant is depicted on **Exhibit B** attached hereto and made a part hereof. Drawing No. TR-033, signed by the Federal Water Master on 6/17/1994, on file at the Nevada Division of Water Resources, depicts the parcel from which the water rights are being conveyed as APN 038-520-16.

Said water and water rights being a portion of the water and water rights, ditch and ditch rights, delivered by the STEAMBOAT CANAL, heretofore allocated to LEONIDAS FREDERICK JOHNSON, SUCCESSOR TO L. GARDELLA AND S. CAPURRO, in that certain action entitled The United States of America, Plaintiff, vs. Orr Water Ditch Company, et al., Defendants, the same in Equity Docket No. A-3 in the District Court of the United States in and for the District of Nevada (“Orr Ditch Decree”), said water being distributed and allocated in said Decree under **Claim No. 50/50A**.

Said water and water rights being conveyed herein authorizing delivery of a prorata share of the diversion rate not to exceed **28.55 acre feet annually**, together with the right to change the point of diversion, place of use and manner of use thereof.

TO HAVE AND TO HOLD the above mentioned and described water and water rights, ditch and ditch rights, together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof unto the Grantee, its successors and assigns, forever.

By acceptance of this Water Rights Deed, Grantee does hereby assume the payment of all water master fees and charges that may hereafter become due and payable in respect to said rights referred to herein by reason of the Orr Ditch Decree.

IN WITNESS WHEREOF, Grantor has caused this Water Rights Deed to be executed below.

GRANTOR:

WASHOE COUNTY

By: _____ Date: _____
Chair
Board of County Commissioners

Attest: _____ Date: _____
Washoe County Clerk

STATE OF NEVADA _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 202_, personally appeared before me, a Notary Public, _____, who acknowledged to me that he executed the within instrument freely and voluntarily and for the uses and purposes therein stated.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

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

Section 23, Township 19 North, Range 18 East, M.D.B.&M.:

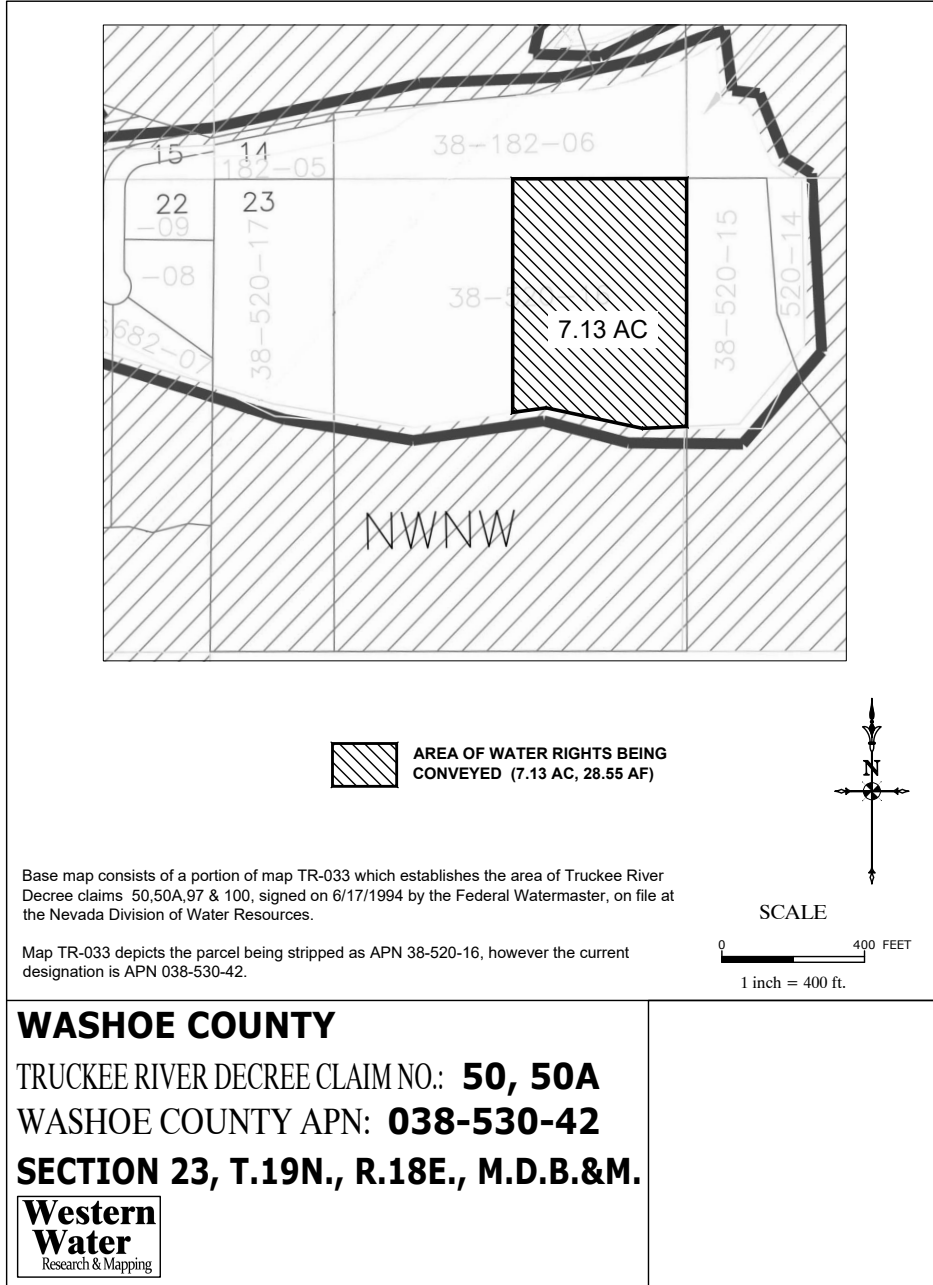
All that portion of the North 1/2 of the Northwest 1/4.

EXCEPTING THEREFROM all that portion lying within Division of Land Map No. 43.

ALSO EXCEPTING THEREFROM that portion described in an instrument recorded December 4, 1992, as File No. 1628107, Official Records.

Assessor's Parcel Number: 038-530-42

**EXHIBIT B
WATER RIGHTS MAP**



ACCEPTANCE

As the duly elected Tribal Chairman of the PYRAMID LAKE TRIBAL COUNCIL, I hereby accept and consent to recordation of this document on behalf of the PYRAMID LAKE PAIUTE TRIBE OF THE PYRAMID LAKE RESERVATION, NEVADA, a federally recognized Indian Tribe, and further acknowledge and agree that the water rights being acquired by this document shall be subject to the following covenant on behalf of the PYRAMID LAKE PAIUTE TRIBE:

The purpose of this Water Rights acquisition is to perpetually benefit and protect Pyramid Lake, an important wildlife habitat for fish, including the endangered cui-ui and threatened Lahontan cutthroat trout. Therefore, as this purchase is funded by a National Fish and Wildlife Foundation (NFWF) grant, the funds awarded under this grant shall be returned to NFWF should a sale of the water rights occur without NFWF's approval. Likewise, should the water rights be condemned, in whole or in part, NFWF shall share in the proceeds of such condemnation, in direct proportion, percentage-wise, to its share in this purchase. NFWF will use such recovered funds to purchase, restore, or enhance similar wildlife habitats. If the water rights are sold with NFWF approval, but the sale price exceeds the sum of the purchase price paid to acquire the water rights and the costs associated with the ownership and management of the water rights (Excess Proceeds), then NFWF shall share in such Excess Proceeds, in direct proportion, percentage-wise, to its share in this purchase. NFWF will use its share of any Excess Proceeds to purchase, restore, or enhance similar wildlife habitats.

By: _____
Janet Davis, Tribal Chairwoman

Date: _____

On _____, 202__, personally appeared before me, a notary public, JANET DAVIS, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

NOTARY PUBLIC

Residing at:

My commission expires: _____