

NLM # 11A

City of Carson City
Agenda Report

Date Submitted: July 10, 2007

Agenda Date Requested: July 19, 2007

Time Requested: 30 Minutes

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to accept a recommendation from the Open Space Advisory Committee to approve a "Purchase and Sale Agreement" with the Andersen Trust containing an offer to use Open Space funds in the amount of \$3.5 million for the purchase of the Andersen Ranch consisting of 86 acres and located at Carson River Road, APN 10-071-25.

Staff Summary: The purchase and sale agreement provides for the terms of the sale of this westernmost section of the "Buzzy's Ranch." The Andersen Trust has agreed to accept the \$3.5 million offer for the purchase of the 86 acre ranch excluding water rights. The value of the property was established by an appraisal conducted by Lyn Norberg, M.A.I. Under the agreement, Mickey Andersen reserves the right to, at his cost, continue to irrigate, grow pasture, and graze the land for a not-to-exceed four year period after the water rights are sold. At the time the water rights are sold, Carson City will be responsible for providing effluent for irrigation and there will be a maximum four year period for Mr. Andersen to transfer out of the use of the land. This arrangement is mutually beneficial since it will result in the use and maintenance of the ranch at the present level at no cost to Carson City while it facilitates the protection of the trust water rights until ready to be sold.

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: Action to accept a recommendation from the Open Space Advisory Committee to approve a "Purchase and Sale Agreement" with the Andersen Trust containing an offer to use Open Space funds in the amount of \$3.5 million for the purchase of the Andersen Ranch consisting of 86 acres and located at Carson River Road, APN 10-071-25.

Explanation for Recommended Board Action: This agreement is necessary in order to purchase the property with Open Space funds. The property is designated as the highest priority in keeping with the Open Space Master Plan due to its location within the river flood plain; its ability to link other public properties, such as Silver Saddle and River Park; its historic use as an irrigated pasture; its scenic quality; and its potential to accept effluent in the future. In accordance with the Nevada Revised Statutes, an appraisal of the property has been conducted.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. 244.275, CCMC 13.06

Fiscal Impact: The purchase price of \$3.5 million plus approximately \$10,000 in closing costs and due diligence cost.

Explanation of Impact: Besides the purchase cost, there is the cost of an environmental Phase 1 study and the cost of completing the transaction through an escrow company.

Funding Source: Open Space Question 18 funds and State of Nevada conservation fund Question 1 grant.

Alternatives: Not to purchase the property.

Supporting Material:

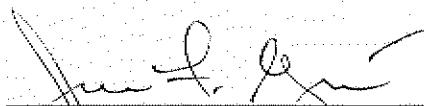
Memorandum

Purchase and Sale Agreement and Preliminary Title Report

Appraisal information

Pictures and maps

Prepared By:

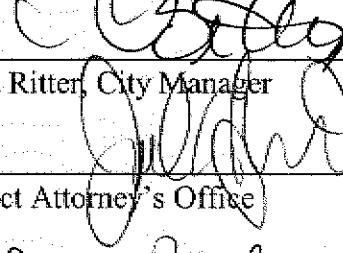
 Juan F. Guzman, Open Space Manager

Date: 4/16/07

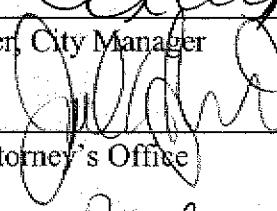
Reviewed By:

 Roger Moellendorf, Parks & Recreation Director

Date: 7/10/07

 Linda Ritter, City Manager

Date: 7/10/07

 District Attorney's Office

Date: 7/10/07

 Nancy Paulse
Finance Department

Date: 7/10/07

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

(Vote Recorded By)

Memorandum

TO: Board of Supervisors
FROM: Juan F. Guzman, Open Space Manager
SUBJECT: Andersen Property Transaction
DATE: July 11, 2007

Staff is very pleased to inform you that, pending the Board of Supervisors approval, the Andersen Trust has accepted an offer for \$3.5 million for the purchase of the 86-acre Andersen Ranch, excluding water rights. This is the first transaction of two necessary to preserve Buzzy's Ranch from development. The second transaction involves the Jarrard's 395-acre ranch immediately adjacent to the east. An offer has been presented and is under consideration by the Jarrard Trust.

The Andersens were kind enough to facilitate meetings with their accountant and their lawyer, Mr. Wayne Chinarusti. We held meetings and discussed the potential for the Trust to consider a charitable contribution as well as a down-payment and terms on the balance of the purchase price. Those discussions did not render a solution satisfactory to the Trust and, therefore, staff presented an offer of full value. Attached please find the prepared offer to be considered by the Board of Supervisors.

Property Characteristics and Pertinent Background Information

The 86-acre parcel is bordered by the Mexican Ditch and the Mexican Ditch Trail on the west, the Riverview Park on the north, the BLM Silver Saddle Ranch and Carson River Road on the south, and the Jarrard property on the east.

There are no buildings on the property. The land is irrigated and gently slopes to the northeast and is used for cattle grazing. A portion of the parcel is within a flood zone for the Carson River; however, most of the land is within the "B" flood zone where development is permissible subject to minimal standards.

This land, as well as the adjacent parcel to the east (Jarrard), has been identified by the Open Space Master Plan as a most important priority. The land is scenic; the pastoral setting is one of the few examples of ranching left in Carson City; purchase for open space will prevent its potential development eliminating the potential for structures to be built within the flood plain; the land could be used in the future to accommodate Carson City effluent; it possesses important wetlands that provide for wildlife habitat; and it will link other public lands creating a significant amount of open space land available for recreation along the Carson River corridor. Additionally, purchasing this land for open space is in keeping with the goals of the Carson River Plan, the Unified Pathways Master Plan, and the Carson River Aquatic Trail Plan.

Appraised Value and Q-1 Grants

The value of the property was established by Lyn Norberg, M.A.I. Mr. Norberg is recognized in his field as an expert in ranching properties. A copy of the appraisal has been provided for the Board's review. The value is estimated at \$3.5 million which equals \$40,697.67 per acre. The value is relatively high due to the development potential, which approximates 100 units.

As part of the Question 1 State of Nevada Conservation Grant Program, an award of \$316,750 was approved towards the purchase of this land. Staff has requested that the award be increased to \$1.75 million, approximately 50% of the total cost of this transaction.

Title and Environmental Due Diligence

The preliminary title report lists 11 exclusions. The first four exclusions relate to taxes and liens based on the land being located within the Carson City municipality. Exclusions #5,6,7,8 and 9 relate to easements on the land including the Mexican Ditch and Sierra Pacific Power Company facilities. Exclusions #10 and 11 refer to deferred tax liens for agricultural or open space use and to the requirement that an executed Certification of Trust be submitted prior to the issuance of title insurance. The title report has been included in this staff report. Staff has not identified any issues of concern.

A Phase 1 environmental assessment will be conducted through a private consultant as a condition precedent to the close of escrow.

Purchase Agreement

The purchase agreement was drafted initially by staff using the template for other open space acquisitions. As required by law, it establishes that the deed for the property must include language stating that Question 18 funds are being used in this transaction.

Section #4 of the agreement establishes that buyer and seller shall each pay one-half of the escrow fees and any and all other fees, including recording fees, document preparation fees, real property transfer taxes, and similar costs. The title report; however, must be fully paid by the seller.

Section #9, Reservation of Use of Property, is unique to this agreement. This section establishes that the seller, in this case Mickey Andersen, will retain the right to continue to use the property for grazing, livestock ranching, and other agricultural purposes, subject to terms and conditions. Those conditions establish that the seller will continue to irrigate based on historical practices; that the seller will maintain the head gates, diversion works, and ditches; that the seller will pay the Federal Water Master fees and ordinary Mexican Ditch assessment fees; and that the seller shall not graze more than 450 cows a.u.m. per calendar year.

It is the purpose of this reservation to protect the water rights appurtenant to the property. This clause is important since it provides that Carson City will have a caretaker of the land and a manager of the land on site for as long as the water rights are available. After the water rights are sold, then Carson City commits to provide effluent at the site so the seller can continue the agricultural practices for a period not to exceed four years. This four-year period is seen as a time buffer to allow the City and the applicant to provide for the management and irrigation of the ranch.

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Board of Supervisors
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Both the Carson River Advisory Committee and the Open Space Advisory Committee have reviewed and endorse this transaction. Both groups have requested that the Board of Supervisors commit to the continuous irrigation and provision of effluent on the land since this transaction does not involve the purchase of the water rights.

Issues

The most significant issue identified up to this point relates to the availability of effluent to continue with the irrigation of the lands once the water rights are sold. Staff has been working with the Public Works Department in order to ascertain how much effluent is likely to be available. Preliminary work has identified 1,000 acre feet available. A project was previously designed to provide effluent to the Silver Saddle Ranch. This project will also be able to serve the Andersen/Jarrard Ranch and Riverview Park properties with effluent. Mr. Steve Walker has been retained to develop a plan for the use of effluent on the land.

Staff Recommendation

Move to accept a recommendation from the Open Space Advisory Committee to approve a "Purchase and Sale Agreement" with the Andersen Trust containing an offer to use Open Space funds in the amount of \$3.5 million for the purchase of the Andersen Ranch consisting of 86 acres and located at Carson River Road, APN 10-071-25.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2007, by and between Michael H. Andersen and Cheryl Elaine Andersen, Co-Trustees of the Robert Lorin Andersen Trust dated March 15, 1992 ("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."

RECITALS

A. SELLER is the fee simple owner of all that land and real property lying and situated in Carson City, Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (herein sometimes referred to as "Property") and SELLER desires to sell and BUYER desires to acquire the Property. It is understood that this purchase agreement includes one (1) specific parcel of real property comprising approximately 86.0 acres and specifically designated as APN 10-071-25 and more specifically set forth in the Preliminary Title Report attached hereto as "Exhibit A" and incorporated herein by this reference. The water rights appurtenant to this property are not included in this transaction.

B. BUYER desires to acquire the Property to preserve open space and for other purposes as set forth in Carson City Municipal Code Chapter 13.06.

C. The property is uniquely located in the Carson River corridor adjacent to a floodway with pastures, wetlands, and view scapes, and has other qualities which make it very desirable to preserve as open space.

D. The Property possesses estimated development potential of ninety-eight (98) residential units which, if permitted, would frustrate BUYER's desire to preserve the open space qualities of the Property.

E. SELLER is retaining the ownership of the surface water rights from the Carson River which are appurtenant to the Property and which have been historically used to irrigate the Property for pasture, stockwater, and other agricultural purposes.

F. SELLER intends to sell the water rights appurtenant to the Property at some date after closing of the sale to BUYER. SELLER desires to protect its ownership of the water rights from termination through forfeiture, abandonment, or any other involuntary divestment arising out of non-use of the water.

G. BUYER does not possess sufficient sources of water, or currently have the staff and means, to manage, maintain, and irrigate the pastures and wetlands on the Property in their current condition.

H. It is for the mutual benefit and in the best interests of BUYER and SELLER that, after BUYER's purchase of the Property, SELLER continues to irrigate the Property with SELLER's water, and to manage and conduct agricultural activities on the Property, for so long as SELLER shall own water rights, and for a transition period thereafter.

I. 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 ACKNOWLEDGES 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 (excluding water 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 86.0 acres, more or less, and described in "Exhibit A."
- b. Any and all licenses, encroachment permits, ways, easements of whatever type or kind, together with all mineral rights, oil rights, gas rights, geothermal rights, sands and gravels which are appurtenant to or associated in anyway 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 Three Million, Five Hundred Thousand and 00/100 dollars (\$3,500,000), 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 FIRST AMERICAN TITLE CO. ("Escrow Holder"), which is located at 1213 South Carson St., Carson City, Nevada, 89701.

- 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 FIRST AMERICAN 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 and SELLER shall each pay one-half (½) of 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 Three Million, Five Hundred Thousand and 00/100 (\$3,500,000) shall be paid into Escrow on or before the date set for the Close of Escrow, which is thirty-five (35) days from the Opening of Escrow, fed 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 fifteen (15) days after Opening of Escrow. Within twenty (20) 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 twenty (20) 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 fifteen (15) days after Opening of Escrow, if any exist. Should BUYER fail to close escrow for whatever reason, BUYER shall promptly return all such land surveys, engineering information, environmental assessments, planning or zoning information or other evaluations of the Property to SELLER and treat as confidential all information contained therein.

c. BUYER shall perform and approve, at its sole cost and expense, a Phase I Site Assessment.

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.

8. POSSESSION: Possession of the Property shall be given to the BUYER at Close of Escrow, but during the term of this Agreement BUYER and its agents may enter upon the Property for the purpose of performing environmental or engineering, surveying or soil testing. BUYER agrees to pay, defend, indemnify and hold SELLER harmless from all liability, claims, costs and expense, except such as might accrue from the mere discovery of hazardous or toxic material, resulting from BUYER's activities on the Property during the escrow period. Should the BUYER fail to acquire the Property, then it is agreed that SELLER shall receive copies of all studies, test results and engineering generated by BUYER.

9. RESERVATION OF USE OF PROPERTY: Any term or condition contained herein notwithstanding, SELLER retains the right to the use of the Property for grazing livestock, ranching, and other agricultural purposes, on the following terms and conditions:

a. SELLER shall have the right to irrigate the Property according to SELLER's historical practices so long as water is available.

b. SELLER shall maintain the headgates, diversion works, and ditches, as SELLER deems necessary in SELLER's sole discretion.

c. SELLER shall pay all federal water master fees and ordinary ditch assessment fees.

d. SELLER shall have no obligation to maintain, repair, or replace the Mexican Dam, should it fail.

e. SELLER shall not graze more than four hundred fifty (450) cow/calf A.U.M.s on the Property per calendar year.

f. SELLER shall maintain a policy of liability insurance for bodily injury and casualty loss in the amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate.

g. SELLER shall have full access to the Property necessary for the purposes and intent of this paragraph over, across, and under any adjoining lands owned by BUYER or over which BUYER has easements for access to the Property.

h. BUYER shall not engage in or permit any activity on the Property which will interfere with or materially alter or impair SELLER's rights and uses of the Property reserved under this paragraph.

i. SELLER shall not engage in any activity pursuant to the SELLER's rights under this paragraph which will interfere with or materially impair:

(1) The use of the Property by members of the public for the purpose of:

(a) hiking, walking or otherwise using the Mexican Ditch trail along a portion of the southwest boundary of the Property; or

(b) observing wildlife.

(2) The use of the Property by the BUYER or employees, agents or contractors of the BUYER for constructing improvements on the Property, provided that no improvement may be constructed on the Property without the express written consent of SELLER, which consent will not be unreasonable withheld.

(3) The access to the wetlands located on the property for the purpose of conducting studies or environmental site assessments.

j. SELLER's rights under this paragraph shall survive closing and shall continue so long as SELLER shall own water rights, whether permitted, adjudicated, vested, or otherwise, which are appurtenant to the Property and shall further continue for a period of four (4) years after SELLER no longer owns any water rights appurtenant to the Property. At such time that SELLER shall cease to own any appurtenant water rights, BUYER shall provide sufficient water to irrigate the Property from other sources, including but not limited to Carson River water, reclaimed water, or water from any other source reasonably available to BUYER.

k. SELLER's rights under this paragraph may be assigned to a third party only with BUYER'S consent, which will not be unreasonable withheld.

1. At the time that SELLER shall sell SELLER's water rights, SELLER shall sell 100% of SELLER's water rights that are appurtenant to the property, unless the parties shall otherwise mutually agree.

10. **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.

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

12. **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:

Andersen Trust
c/o Wayne Chimarusti, Esquire
300 West Second Street
Carson City, Nevada 89703

If to BUYER, to:

Carson City, a Consolidated Municipality
Juan F. Guzman, Open Space Manager
3303 Butti Way, Building #9
Carson City, Nevada 89701

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in

the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the 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.

13. 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 September 1, 2007, it shall terminate and SELLER shall be relieved of any further obligation to convey the Property to BUYER. SELLER has requested that this transaction be completed prior to September 1, 2007.

14. 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.

15. COMPUTATION OF PERIODS: All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holiday, unless the period of time specifies business days, provided that if the date to perform any act or give any notice with respect to this Agreement, shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

16. 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.

17. **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.

18. **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.

19. **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.

20. **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"

THE ROBERT LORIN ANDERSEN TRUST
By its Co-Trustees:

Cheryl Elaine Andersen
CHERYL ELAINE ANDERSEN

Michael H. Andersen
MICHAEL H. ANDERSEN

DATE: July 10, 2007.

"BUYER"

CARSON CITY
By:

Marv Teixeira, Mayor

Juan F. Guzman, Open Space Manager

DATE: _____, 2007

EXHIBIT A
TO PURCHASE AND SALE AGREEMENT

Preliminary Title Report

**NORTHERN
NEVADA
TITLE
COMPANY**

Carson City Parks & Recreation

Attn: Juan Guzman

(hand delivered)

DATE: February 9, 2007
ORDER NO. CC-1070060-LS
TITLE NO. 1070060

YOUR NO.

REFERENCE None Available

The recent transaction opened with this office is greatly appreciated and is being given our prompt attention.

The number shown above has been assigned and should be referred to when contacting us.

Enclosed please find:

Corrected Exhibit "A" to replace the Exhibit "A" attached to your Preliminary Title Report. I needed to correct the grantee's name in the third paragraph of Parcel B of the legal description.

Very Truly Yours,

NORTHERN NEVADA TITLE COMPANY



Carey Rotoli

INSTALLMENT COLLECTIONS
407 WEST ROBINSON STREET
CARSON CITY, NEVADA 89703-3355
(775) 887-5058
FAX (775) 887-5066

CORPORATE OFFICE
512 NORTH DIVISION STREET
CARSON CITY, NEVADA 89703-4103
(775) 883-7513
FAX (775) 887-5065

LYON COUNTY OFFICE
30 NORTH MAIN STREET
YERINGTON, NEVADA 89447-2278
(775) 463-3551
FAX (775) 463-2721

CC-1070060-LS
1070060

EXHIBIT "A" ATTACHED TO PRELIMINARY TITLE REPORT DATED FEBRUARY 1, 2007

EXHIBIT "A"

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

PARCEL A:

Parcel 1, as set forth on that certain Map of Division of Land into large parcels for the DONALD ANDERSEN TRUST and JIMMY P. JARRARDS CHILDREN'S TRUST located within the East $\frac{1}{2}$ of Section 22, Township 15 North, Range 20 East, M.D.B. & M., filed for record in the Office of the Carson City Recorder, State of Nevada, on December 21, 1999 in Book 8 of Maps at Page 2342 as Document No. 243503, and that certain Certificate of Amendment recorded on January 4, 2000 as Document No. 243949, Official Records.

PARCEL B:

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

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

Also, together with a perpetual easement granted to Robert L. Andersen, as Trustee of the Robert Lorin Andersen Trust dated March 15, 1992 for access, and for purposes of ingress and egress over that portion of said land as described in Grant of Easement Deed recorded on January 28, 2000 as Document No. 244724, Official Records.

PRELIMINARY REPORT

Northern Nevada Title Company

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

To: Carson City Parks & Recreation
Juan Guzman

Escrow No. CC-1070060-LS
Title No. 1070060

Your No.

Property Address
None Available
Carson City, NV 89701

Assessor's Parcel Number
010-071-25

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

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

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

Dated: February 1, 2007 at 7:30 A.M.


Carey Rotoli, Title Officer

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

The estate or interest in the land hereinafter described or referred to covered by this report is: A fee as to Parcel A and an easement as to Parcel B

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

Robert L. Andersen, Trustee of the Robert Lorin Andersen Trust dated March 15, 1992

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

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

NORTHERN NEVADA TITLE COMPANY
SCREW NO. CC-1070060-LS **PRELIMINARY REPORT**

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

EXCEPTIONS FROM COVERAGE

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

PART I

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

PART II

- 1) Taxes for the year 2006-2007, including any secured personal property taxes and any special taxes, a lien, now due and payable:

TOTAL AMOUNT:	\$182.34
FIRST INSTALLMENT:	\$47.34 - Paid
SECOND INSTALLMENT:	\$45.00 - Paid
THIRD INSTALLMENT:	\$45.00 - Paid
FOURTH INSTALLMENT:	\$45.00 - Open
ASSESSORS PARCEL NO.:	010-071-25

- 2) The lien, if any, for taxes for improvements completed or in progress, but which were not shown on the tax bill for the current year.
- 3) Liens levied by the Carson City Water and Sewer District for water, sewer and storm water utilities, by reason that subject property is located within said district. To verify payments, delinquencies or liens, contact Carson City Utilities at (775) 887-2355 extension 1020.
- 4) 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.

Continued...

NORTHERN NEVADA TITLE COMPANY
PRELIMINARY REPORT

Escrow No. CC-1070060-LS

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

5) Easement, together with the rights incidental thereto,

GRANTED TO:

Bell Telephone Company of Nevada, a corporation and Sierra Pacific Power Company, a corporation

PURPOSE:

A right of way with the right to construct, operate and maintain electrical and communication facilities with appurtenances thereto

RECORDED:

March 12, 1971

BOOK:

107, Official Records

PAGE:

25

DOCUMENT NO.:

86935

AFFECTS:

Northerly 40 feet of said land

6) Notes, easements and recitals as set forth on Parcel Map No's. 1019 and 1304 and Division of Land Map No. 2342 herein referred. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.

7) Easement, shown or dedicated on Division of Land Map No. 2342, together with the rights incidental thereto.

PURPOSE:

Existing power line easement

AFFECTS:

Portion of said land

PURPOSE:

Private access easement

AFFECTS:

Portion of said land

PURPOSE:

80 foot wide ditch and access easement for

AFFECTS:

Mexican Ditch Trail

Portion of said land

8) Easement, together with the rights incidental thereto,

GRANTED TO:

Sierra Pacific Power Co.

PURPOSE:

A perpetual easement for construction, access, maintenance and operation of an overhead power line with appurtenances thereto

December 31, 1996

RECORDED:

197691, Official Records

DOCUMENT NO.:

A portion of said land

Continued...

NORTHERN NEVADA TITLE COMPANY
PRELIMINARY REPORT

Escrow No. CC-1070060-LS

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

9) Easement, together with the rights incidental thereto,

GRANTED TO: Carson City, a political subdivision of the State of Nevada
PURPOSE: An 80 foot wide easement for non-exclusive access, and for operation and maintenance of the Mexican Ditch
RECORDED: December 21, 1999
DOCUMENT NO.: 243501, Official Records
AFFECTS: A portion of said land

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

RECORDED: July 3, 2006
DOCUMENT NO.: 355858, Official Records

11) 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.

oOo

Northern Nevada Title Company

512 N. Division Street

Carson City, NV 89703

Privacy Policy Notice
as of September 20, 2005

PURPOSE OF THIS NOTICE

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

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

OUR PRIVACY POLICIES AND PRACTICES

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

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

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

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

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

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

II. Information we disclose to third parties:

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

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

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

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

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

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

The disclosures described above are permitted by law.

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

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

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

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

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

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

Our practices regarding information confidentiality and security:

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

v.

Our policy regarding dispute resolution:

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

VI.

Reservation of the right to disclose information in unforeseen circumstances:

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

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

10-07

SECTION 22, T. 15 N., R. 20 E., M.D.B. & M.

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2224 Ac. 1294.21 1260.03 22
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528.47 1337.98 408.65 164
1350 Copper River Rd
Water Storage Tank
Access

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R.P.T.T. -0-
APN 010-071-25

ESCROW NO. 99022409

GRANT, BARGAIN and SALE DEED

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

in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby Grant, Bargain Sell and Convey to ROBERT L. ANDERSEN, TRUSTEE OF THE ROBERT LORIN ANDERSEN TRUST DATED MARCH 15, 1992

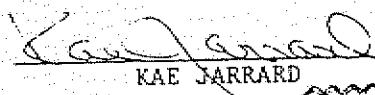
and to the heirs and assigns of such Grantee forever, all that real property situated in the County of Carson City State of Nevada, bounded and described as follows:

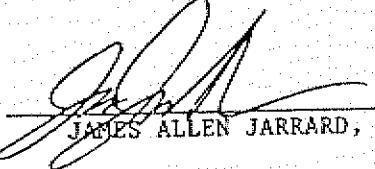
Parcel 1, as set forth on that certain Map of Division of Land into large parcels for the DONALD ANDERSEN TRUST and JIMMY P. JARRARD'S CHILDREN'S TRUST located within the East 1/2 of Section 22, Township 15 North, Range 20 East, M.D.B. & M. filed for record in the Office of the Carson City Recorder, State of Nevada, on May 10, 1999, in Book 8, at Page 2342, as Document No. 243503.

for the consideration therefor, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.

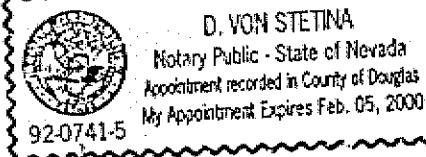
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

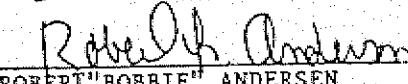
DATE: January 14, 2000


Kae Jarrard


JAMES ALLEN JARRARD, Trustee

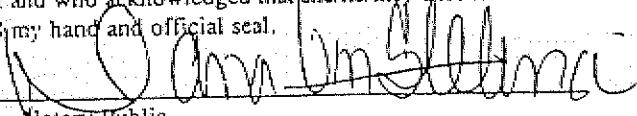
STATE OF NEVADA } ss.
COUNTY OF Carson City }




ROBERT "BOBBIE" ANDERSEN

On January 28, 2000, personally appeared before me, a Notary Public, Kae Jarrard and James Allen Jarrard and Robert "Bobbie" Andersen personally known or proved to me to be the person(s) whose name(s) is/are subscribed to the above instrument and who acknowledged that she/he/they executed the instrument.

WITNESS my hand and official seal.

Signature 
Notary Public

(This area above for official notarial seal)

RECORDING REQUESTED BY:

STEWART TITLE COMPANY

WHEN RECORDED MAIL TO: MAIL TAX STATEMENTS TO:

Robert L. Andersen
502 E. Caroline Street
Carson City, Nevada 89701

241723

SEARCHED FOR RECORD
AT THE REQUEST OF
STEWART TITLE OF CARSON CITY
100 - JAN 29 - P3:02

FILE # 2-1-1723
ALAN SAWYER
CARSON CITY RECORDER
FEES 100 DEP 100

244723

1 Who recorded, return to:
2 R.P. Surveying & Engineering
3 P.O. Box 907
4 Dayton, Nevada 89403

5 CERTIFICATE OF AMENDMENT

6 To: The City of Carson
7 Department of Community Development, Planning

8 THIS REQUEST FOR A CERTIFICATE OF AMENDMENT, made this 4th day of
9 JANUARY, 2000, is being made in compliance with the provisions of N.R.S. 278.473. The
10 document being amended is the map of Division of Land into Large Parcels for The
11 Donald Andersen Trust, and the Jimmie P. Jarrard's Children's Trust, said map
12 having been filed in the office of the Carson City Recorder on the 21st day of December, 1999, in
13 book 8, page 2342 of the official records of Carson City, Nevada as file no. 243503 (map #2342).
14 The data being added by this amendment is the following Treasurer's Certificate, regarding payment of
15 taxes, which was omitted on the abovementioned record map.

16 TREASURER'S CERTIFICATE:

17 The undersigned hereby certifies that all property taxes on the land have been paid for the fiscal year.
18 A.P.N. 10-071-24

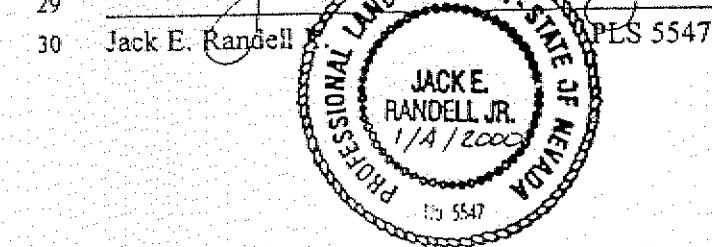
19 New Parcel Numbers, following recordation of map #2342:
20 Par. 1: A.P.N. 10-071-25 Par. 2: A.P.N. 10-071-26 Par. 3: A.P.N. 10-071-27

21 Alma J. Kramer 1-4-0⁴
22 Treasurer

(Date)

23 SURVEYOR'S CERTIFICATE:

24 I hereby certify that I have examined the certificate of amendment and that the changes to the original
25 document specified therein are provided for in applicable sections of N.R.S. 278.010 to 278.630,
26 inclusive, 625.340 to 625.380, inclusive, and local ordinances adopted pursuant thereto, and I am
27 satisfied that this certificate of amendment so amends or corrects the document as to make it
28 technically correct.



FILED FOR RECORD
AT THE REQUEST OF
R.P. Surveying &
Engineering
00 JAN -4 P1:32

243949
FILED FOR RECORD
AT THE REQUEST OF
R.P. Surveying &
Engineering
00 JAN -4 P1:32

#4348 243949

APN 10-071-24

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

GRANT OF EASEMENT DEED

6 From: Bob Andersen, Kae Jarrard, & James A. Jarrard (Grantors),

7 To: Bob Andersen, Kae Jarrard, & James A. Jarrard (Grantees)

8 THIS DEED, made this 16 day of November, 1997, between
9 Bob Andersen, Kae Jarrard, and James A. Jarrard, hereinafter called GRANTORS, and
10 Bob Andersen, Kae Jarrard, and James A. Jarrard, hereinafter called GRANTEEES:

WITNESSETH:

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

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

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

23 Thence, along the arc of a curve to the left, from a tangent which bears S 89° 43' 50" E, through a central angle
24 of 91° 12' 13", having a radius of 25.00', an arc length of 39.79', and a chord which bears N 44° 40' 03" E, a
25 distance of 35.72 ft.;

26 Thence, N 00° 56' 03" W, a distance of 102.53 ft.;

27 Thence, N 08° 52' 45" W, a distance of 1187.98 ft.;

28 Thence, N 89° 30' 45" W, a distance of 408.64 ft., to the Southwest corner of "Parcel 3", as shown on the
29 abovementioned Map of Division of Land into Large Parcels;

30 Thence, N 00° 05' 31" E, a distance of 60.00 ft.;

31 Thence, S 89° 30' 45" E, a distance of 459.96 ft.;

32 Thence, S 08° 52' 45" E, a distance of 1243.06 ft.;

33 Thence, S 00° 56' 03" E, a distance of 109.01 ft.;

34 Thence, along the arc of a curve to the left, through a central angle of 88° 47' 47", having a radius of 25.00 ft.,
35 an arc length of 38.74 ft., and a chord bearing S 45° 19' 57" E, a distance of 34.98 ft. to a point on the
36 Northerly Right of Way line of Carson River Road;

37 Thence, along said Northerly Right of Way line, N 89° 43' 50" W, a distance of 110.02 ft., to the TRUE
38 POINT OF BEGINNING.

39 Containing an area of 107,104.63 SF, or 2.459 Acres, more or less.

40 The basis of bearings for this description is the line common to Sections 22 & 23, the bearing of said line being
41 N 00° 01' 46" E

243502

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

43 Bob Anderson
44 Bob Anderson

45 STATE OF NEVADA }
46 : S.S.

47 COUNTY OF CARSON CITY

48 On this 16th day of November, 1999, personally appeared before me, a Notary Public, Bob
49 Anderson, who acknowledged to me that he executed the foregoing instrument.

50 Susan DeGuire
51 Notary Public



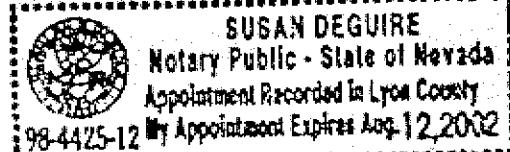
SUSAN DEGUIRE
Notary Public - State of Nevada
Appointment Recorded in Lyon County
98-4425-12 My Appointment Expires Aug. 12, 2002

52 ~~Kae Jarrard~~
53 Kae Jarrard

54 STATE OF NEVADA }
55 : S.S.

56 COUNTY OF CARSON CITY

57 On this 16th day of November, 1999, personally appeared before me, a Notary Public, Kae Jarrard,
58 who acknowledged to me that she executed the foregoing instrument.



SUSAN DEGUIRE
Notary Public - State of Nevada
Appointment Recorded in Lyon County
98-4425-12 My Appointment Expires Aug. 12, 2002

59 Susan DeGuire
60 Notary Public

61 James A. Jarrard, Jimmie P. Jarrard's Children's Trust
62 James A. Jarrard, Jimmie P. Jarrard's Children's Trust

63 STATE OF CALIFORNIA }
64 : S.S.

65 COUNTY OF SAN DIEGO

66 On this 17th day of November, 1999, personally appeared before me, a Notary Public, James A.
67 Jarrard, who acknowledged to me that he executed the foregoing instrument in behalf of the Jimmie P. Jarrard's
68 Children's Trust.

69 Karen A. Maguire
70 Notary Public



243502

22
22

CARSON RIVER ROAD

PARCEL

MEXICAN DITCH

PARCEL 3

PARCEL 2

22
22

22

BOUNDARY OF MAP OF DIVISION OF LAND INTO
LARGE PARCELS, BEING RECORDED CONCURRENTLY
WITH THIS GRANT OF EASEMENT.

60' WIDE PRIVATE
ACCESS EASEMENT.

R. P. Surveying & Engineering

P.O. Box 307
Coyote, Nevada 89433
702-246-5118

243502

FILED FOR RECORD
AT THE REQUEST OF

Bob Anderson
'99 DEC 21 P2 53

FILE NO. 243502
ALAN GLOVER
CARSON CITY RECORDER
FEES 10.00 *BB*

2348

243502

R.P.T.T. \$ 301.00
Full Value

10-071-27

ESCROW NO. 99022409

GRANT, BARGAIN and SALE DEED

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

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

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

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

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

DATE: January 27, 2000

Kae Jarrard
KAE JARRARD

Robert Bobbie Andersen
ROBERT "BOBBIE" ANDERSEN

JAMES ALLEN JARRARD, TRUSTEE

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

This instrument was acknowledged before me on JANUARY 27, 2000
by JAMES ALLEN JARRARD



(This area above for official notarial seal)

Signature Karen A. Maguire
Notary Public

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Kae Jarrard
4900 Carson River Road
Carson City, Nevada 89701

MAIL TAX STATEMENTS TO:

244722

State of Nevada

County of Carson City

On January 28, 2000 before me,

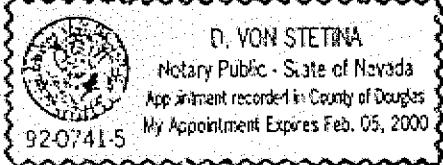
a Notary Public

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

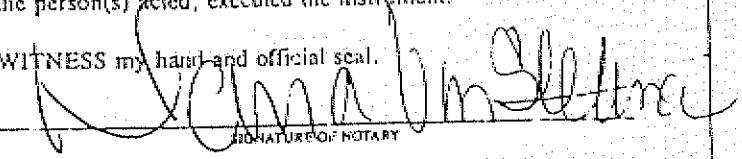
personally appeared Kae Jarrard and Robert "Bobbie" Andersen

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

SIGNATURE OF NOTARY

DESCRIPTION OF ATTACHED DOCUMENT

Deed

DESCRIPTION OF DOCUMENT (OPTIONAL)

State of _____

County of _____

On _____

DATE

before me,

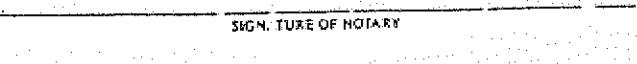
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared _____

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

DESCRIPTION OF ATTACHED DOCUMENT

DESCRIPTION OF DOCUMENT (OPTIONAL)

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL A:

Parcel 3, as set forth on that certain Map of Division of Land into large parcels for the DONALD ANDERSEN TRUST, and JIMMIE PETE JARRARDS CHILDREN'S TRUST located within the East 1/2 of Section 22, Township 15 North, Range 20 East, M.D.B. & M., filed for record in the Office of the Carson City Recorder, State of Nevada, on December 21, 1999, in Book 6, at Page 2342, as Document No. 243503.

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

PARCEL B:

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

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

Thence, along the arc of a curve to the left, from a tangent which bears South 89°43'50" East, through a central angle of 91°12'13", having a radius of 25.00 feet, an arc length of 39.79 feet, and a chord which bears North 44°40'03" East, a distance of 35.72 feet; thence, North 00°56'03" West, a distance of 102.53 feet; thence, North 08°52'45" West, a distance of 1187.98 feet; thence North 89°30'45" West, a distance of 408.64 feet, to the Southwest corner of Parcel 3, as shown on the abovementioned Map of Division of Land into Large Parcels; thence, North 00°05'31" East, a distance of 60.00 feet; thence, South 89°30'45" East, a distance of 459.96 feet; thence South 08°52'45" East, a distance of 1243.06 feet;

Continued on next page

Order No. 99022409WB

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

ASSESSOR'S PARCEL NO. 010-071-27

-2-

FILED FOR RECORD
AT THE REQUEST OF
STEWART TITLE OF CARSON CITY
100 JAN 28 P3:01

FILE NO. 241732
ALAN GLOVER
CARSON CITY REC'D/RETR
FEE \$ 100.00 REC'D 10/21
10/21

241732

Return to: Robert L. Andersen
502 E. Caroline Street
Carson City, Nevada 89701
GRANT OF EASEMENT DEED

9/10/2009
FROM: JAMES ALLEN JARRARD TRUSTEE OF THE JIMMY PETE JARRARD CHILDREN'S
TRUST DATED JUNE 10, 1993 AND KAE JARRARD

TO: ROBERT L. ANDERSEN, as Trustee of the Robert Lorin Andersen Trust
dated March 15, 1992
THIS DEED, made this 19th day of January, 2009, between
James Allen Jarrard Trustee of the Jimmy Pete Jarrard Children's
Trust dated June 10, 1993 and Kae Jarrard, hereinafter called
GRANTORS, and Robert L. Andersen
hereinafter called GRANTEE;

010-071-27

WITNESSETH:

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

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

A 60 ft. wide strip of land across the Southwest corner of Parcel 3, also known as A.P.N. 10-371-27, said parcel having been created by that certain Map of Division of Land into Large Parcels, recorded as File #243503;

BEGINNING at a point on the East line of Parcel 1, from which point the Section corner common to Sections 22, 23, 25 & 27 bears S 37 56' 18" E, a distance of 2154.34 ft.:

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

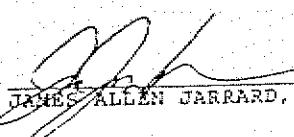
Thence, N 89 30' 45" W, a distance of 86.26 ft., to a point on the Northeasterly line of the 80 ft. wide Ditch and Access Easement shown on the Map of Division of Land into Large Parcels, recorded as File #243503;

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

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

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


KAE JARRARD


JAMES ALLEN JARRARD, TRUSTEE

State of Nevada

County of Carson City

On January 20, 2000 before me,

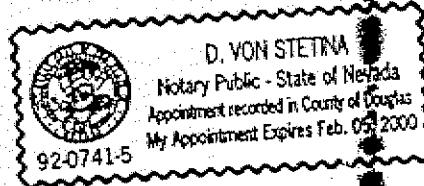
Dana Von Stetina

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Kae Jarrard

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

SIGNATURE OF NOTARY

DESCRIPTION OF ATTACHED DOCUMENT

Grant of Easement Deed

DESCRIPTION OF DOCUMENT (OPTIONAL)

State of California

County of SAN DIEGO

On January 25, 2000 before me,

KAREN A. MAGUIRE, NOTARY PUBLIC

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared JAMES ALLEN JARRARD

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

DESCRIPTION OF ATTACHED DOCUMENT

GRANT OF EASEMENT Deed

DESCRIPTION OF DOCUMENT (OPTIONAL)

FILED FOR RECORD
AT THE REQUEST OF

STEWART TITLE OF CARSON CITY
DO JAN 28 P3:03

241724
FILE NO. 241724
ALAN SUMMER
CARSON CITY RECORDER
FEE \$3.00 DEP - *DK*

241724

CARSON CITY

I. R. Andersen, Jeanne E. Andersen, Willie M. Anderson and
Donald A. Anderson
Grantors hereby grant to BELL TELEPHONE COMPANY OF NEVADA, a
corporation, and SIERRA PACIFIC POWER COMPANY, a corporation, their
successors and assigns, Grantees, the right from time to time to
construct, place, inspect, maintain, replace and remove facilities
consisting of aerial wires, cables and other electrical conductors
with associated poles, crossarms, braces, transformers, anchors,
guy, fixtures and appurtenances, together with a right of way
therefor and the right of ingress thereto and egress therefrom,
over, across and upon the following described real property in the
County of Ormsby, State of Nevada:

Said facilities shall be placed within the North forty (40)
feet of the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$)
of Section 22, and the North forty (40) feet of the Northwest
quarter (NW $\frac{1}{4}$) of Section 23, Township 15 North, Range 20 East,
M.D.B.&M.

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

Dated: February 24, 1971

I. R. Andersen

Jeanne E. Andersen

Willie M. Anderson

Millie M. Anderson

Donald A. Anderson

Witness:

Description Correct

1/70

Right of Way Supervisor

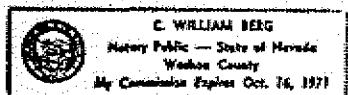
MM 107MM 25

CARSON CITY

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 24th day of FEBRUARY, in the year
One Thousand Nine Hundred and SEVENTY ONE, before me,
C. WILLIAM BERG, a Notary Public in and for the said
WASHOE County, residing therein, duly commissioned and
sworn, personally appeared JACK P. REED, known to
be to be the same person whose name is subscribed to the within instrument as a
witness thereto, who, being by me duly sworn, deposed and said that he resides in
the County of WASHOE, State of Nevada, that he was present and
WILLIE M. ANDERSON AND DONALD A. ANDERSON
personally known to him to be the same persons described in and whose names ARE
subscribed to and who executed the within instrument as PARTIES thereto,
sign, seal, and deliver the same; and that the said WILLIE M. ANDERSON AND
DONALD A. ANDERSON acknowledged in the presence of said affiant, they
executed the same freely and voluntarily and for the uses and purposes therein men-
tioned and he, said affiant, subscribed his name to said instrument as a witness
thereto.

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



C. William Berg
NOTARY PUBLIC
in and for the County of WASHOE,
STATE OF NEVADA

STATE OF California)
) ss.
COUNTY OF San Mateo)

On January 23, 1971 personally appeared before
me, a Notary Public, J. R. Anderson and Jeanne E. Anderson
the acknowledged that they
executed the above instrument.



N. Evalyn Proctor
(Signature)

Filed for Record at Request of Bell Telephone Co. of Nevada
March 12, 1971 at 11:55 A.M.
Recorded in Book 107 of Official Records
Page 25 Carson City, Nevada
Bell Telephone Co. of Nevada Carson City Recorder
By Mary Goff Deputy
File No. 86935
In 402

NO TAX DUE - EASEMENT

Return to:

Right-of-Way Department
Sierra Pacific Power Co.
P. O. Box 10100
Reno, Nevada 89520

GRANT OF EASEMENT DEED:

FROM: THE ESTATE OF WILLIE M. ANDERSEN
James A. Jarrard, Executor

TO: SIERRA PACIFIC POWER Co. (GRANTEE)

THIS DEED made this 2 day of Oct, 1996, between The Estate of Willie M. Andersen, James A. Jarrard, Executor, hereinafter called GRANTOR, and SIERRA PACIFIC POWER Co., hereinafter called GRANTEE.

WITNESSETH:

We, the Undersigned, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, the receipt of which is hereby acknowledged, do HEREBY GRANT and CONVEY TO SIERRA PACIFIC POWER Co., a Perpetual Easement for Construction of, Access to, and Maintenance & Operation of an overhead Power line, on and across lands owned by Us or in which We have a vested interest, particularly described as follows, to wit:

APN 10-071-24

The following Parcel of Land located within the Northeast 1/4 of Section 22, T.15 N., R. 20 E., M.D.B. & M. BEGINNING at a point from which the Northeast corner of said Section 22 bears N59°26'35"E, a distance of 2239.93', and from which point, an existing SPPCo pole #235002 lies N17°22'15"E, a distance of 14.55'; Thence, N26°03'24"W, a distance of 295.45' to a point on the Southeasterly Boundary of Hidden Meadow Estates, #1;

Thence, along said Boundary, N63°32'11"E, a distance of 6.95' to a point;

Thence, N76°58'11"E, a distance of 29.54' to a point;

Thence, leaving said Boundary, S31°14'11"E, a distance of 3.35' to a point;

Thence, S58°45'49"W, a distance of 16.09' to a point;

Thence, S26°03'24"E, a distance of 262.92' to a point;

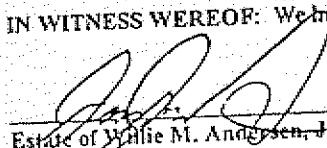
Thence, N76°36'29"E, a distance of 17.56' to a point;

Thence, S13°23'31"E, a distance of 25.00' to a point;

Thence, S76°36'29"W, a distance of 32.44' to the TRUE POINT OF BEGINNING.

Containing 6397.092 square feet or 0.15 acres more or less.

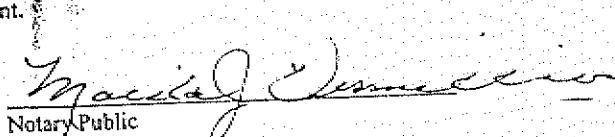
IN WITNESS WHEREOF: We have hereunto set our hands, this 2 day of Oct, 1996.

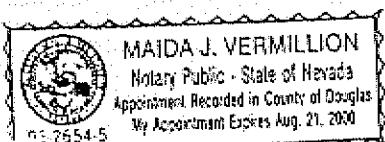

Estate of Willie M. Andersen, James A. Jarrard, Executor

STATE OF NEVADA)

CARSON CITY,) SS

On this 2 day of Oct, 1995, personally appeared before me, a Notary Public, James A. Jarrard, who acknowledged to me that he executed the above instrument.


Maida J. Vermillion
Notary Public



<1>

197691

FILED FOR RECORD
AT THE REQUEST OF
Sierra Pacific
96 DEC 31 P2:03

197691
FILED
FEB 14 1997
CABIN 227
FBI - SAC - B
197691

197691

APN 10-071-24

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

1
2 DEDICATION FOR EASEMENT

3 FROM: Bob Andersen, Kae Jarrard, & James A. Jarrard

4 TO: Carson City, State of Nevada

5 A portion of the SE 1/4 of Section 22, T. 15 N., R. 20 E., M.D.B. & M.

6 We, the undersigned, in consideration of one dollar and other good and valuable
7 considerations, hereby dedicate to CARSON CITY, a political subdivision of the State of
8 Nevada, an easement for the following purpose: In favor of the public, for the use and
9 maintenance of The Mexican Ditch Trail, for Non-exclusive access, and for operation
10 and maintenance of the Mexican Ditch, over and across property owned by us or in
11 which we have a vested interest.

12 SAID EASEMENT is particularly described as follows, to wit:

13 BEGINNING at a point from which the center of Section 22 bears N 00° 02' 09" W, a
14 distance of 244.65 ft.;

15 Thence, S 48° 34' 47" E, a distance of 77.84 ft.;

16 Thence, S 53° 14' 25" E, a distance of 127.61 ft.;

17 Thence, S 42° 18' 30" E, a distance of 172.88 ft.;

18 Thence, S 47° 50' 14" E, a distance of 57.52 ft.;

19 Thence, S 67° 13' 26" E, a distance of 57.26 ft.;

20 Thence, S 87° 20' 09" E, a distance of 144.42 ft.;

21 Thence, S 79° 30' 45" E, a distance of 227.35 ft.;

22 Thence, S 61° 33' 22" E, a distance of 89.75 ft.;

23 Thence, S 54° 27' 36" E, a distance of 458.60 ft.;

24 Thence, S 45° 26' 31" E, a distance of 594.62 ft.;

25 Thence, N 89° 30' 45" W, a distance of 115.02 ft.;

26 Thence, N 45° 26' 31" W, a distance of 505.67 ft.;

27 Thence, N 54° 27' 36" W, a distance of 447.33 ft.;

28 Thence, N 61° 33' 22" W, a distance of 72.15 ft.;

29 Thence, N 79° 30' 45" W, a distance of 209.24 ft.;

30 Thence, N 87° 20' 09" W, a distance of 153.14 ft.;

31 Thence, N 67° 13' 26" W, a distance of 85.11 ft.;

32 Thence, N 47° 50' 14" W, a distance of 75.05 ft.;

33 Thence, N 42° 18' 30" W, a distance of 169.09 ft.;

34 Thence, N 53° 14' 25" W, a distance of 132.97 ft.;

35 Thence, N 00° 02' 09" W, a distance of 107.80 ft. to the TRUE POINT OF

36 BEGINNING.

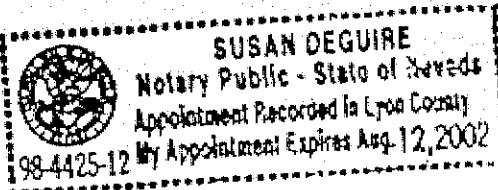
37 Containing an area of 154,335.43 S.F., or 3.543 Acres, more or less.

38 IN WITNESS WHEREOF, we have hereunto set our hands, this 16 day of
39 November, 1999

213501

40 Bob Andersen
41 Bob Andersen

42 STATE OF NEVADA } : S.S.
43 COUNTY OF CARSON CITY }

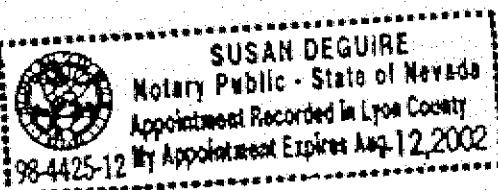


45 On this 16th day of November, 1999, personally appeared before me, a
46 Notary Public, Bob Andersen, who acknowledged to me that he executed the foregoing
47 instrument.

48 Susan Deguire
49 Notary Public

50 Kae Jarrard
51 Kae Jarrard

52 STATE OF NEVADA } : S.S.
53 COUNTY OF CARSON CITY }



55 On this 16th day of November, 1999 personally appeared before me, a
56 Notary Public, Kae Jarrard, who acknowledged to me that she executed the foregoing
57 instrument.

58 Susan Deguire
59 Notary Public

60 James A. Jarrard
61 James A. Jarrard, Jimmie P. Jarrard's Children's Trust

62 STATE OF CALIFORNIA } : S.S.
63 COUNTY OF SAN DIEGO }

65 On this 17th day of November, 1999, personally appeared before me, a
66 Notary Public, James A. Jarrard, who acknowledged to me that he executed the
67 foregoing instrument in behalf of the Jimmie P. Jarrard's Children's Trust.

68 Karen A. Maguire
69 Notary Public

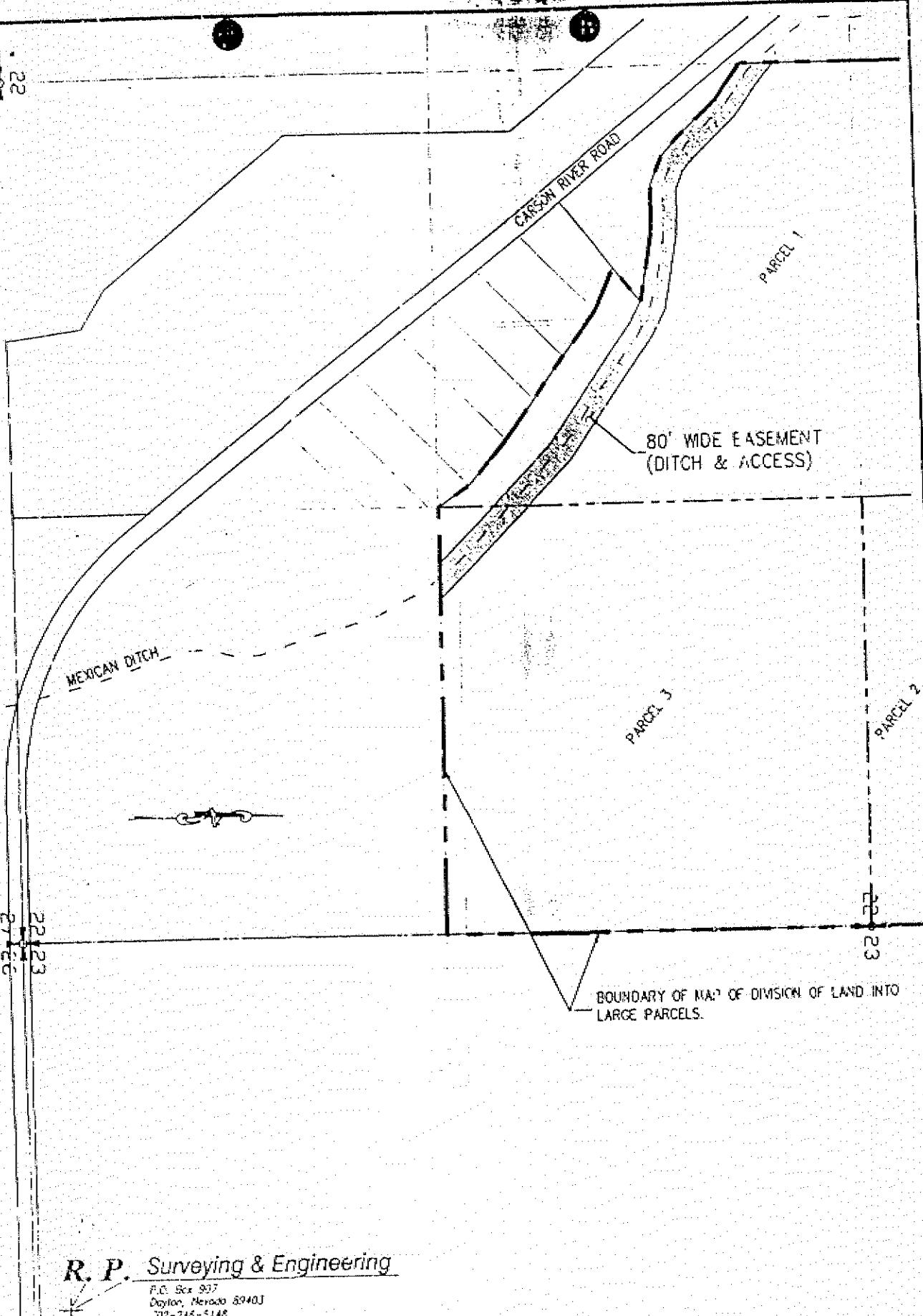


72
23

22 23
22 23

R. P. Surveying & Engineering

P.O. Box 907
Dayton, Nevada 89403
702-246-5748



243501

FILED FOR RECORD
AT THE REQUEST OF

Bob Anderson
99 DEC 21 P2:53

243501

FILED
ALAN GLOVER
CARSON CITY RECORDER
FEES PAID UP *BB*

1548

243501

APN VARIOUS PARCEL NUMBERS

APN _____

APN _____

RECORDED AT THE
REQUEST OF

Carson City Assessor

2006 JUL -3 AM 8:22

FILE NO. 355858

ALAH GLOVER
CARSON CITY RECORDER

FEES MC DEP *Rae*

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

2006/2007
HISTORICAL AND AGRICULTURAL DEFERMENT PARCELS

WHEN RECORDED MAIL TO:

CARSON CITY ASSESSOR'S OFFICE

201 N CARSON STREET, STE 6

CARSON CITY, NV 89701

355858

355858

ESTATE TAX

These parcels are currently approved as historic real property and are being valued as historic sites. Deferred taxes will become due on any portion of these parcels converted to a higher use. Parcels may be subject to tax liens for undetermined amounts. Pursuant to NRSS 361.A.

WHEN RECORDED RETURN TO
CITY CLERK'S OFFICE

201 N Carson St Ste 6
Carson City, NV 89701
(775) 887-2130

CLASSIFIED LANDS
FY 2006-2007

July 1, 2006

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

ASSESSOR OWNERS MAILING ADDRESS	PARCEL #	TOTAL ACRES	AG ACRES (multiplied by 1000)	STATUS
ANDERSEN FAMILY ASSOCIATES P O BOX 1746 CARSON CITY, NV 89702	001-131-01	7.83	7.83	
	007-573-04	23.93	23.93	
	007-573-05	16.00	16.00	
	009-012-02	80.66	79.66	
ANDERSEN HOME RANCH P O BOX 1746 CARSON CITY, NV 89702	007-061-98	200.00	200.00	Leased land assessed at ag use.
	007-071-98	5.30	5.30	Leased land assessed at ag use.
ANDERSEN, ROBERT LORN TRUST % ROBERT L ANDERSEN, TRUSTEE 502 E CAROLINE ST CARSON CITY, NV 89701	010-071-25	86.00	86.00	
BELL, MICHAEL & BUCHANAN, LINDA P O BOX 3317 CARSON CITY, NV 89702	010-032-23	67.43	66.43	

* "AG ACRES 0.00" indicates prior agricultural use. See "STATUS" for explanation.
 Carson City Assessor's Office, 201 N. Carson St., #6, Carson City, NV 89701

ASSESSED OWNER MAILING ADDRESS	PARCEL	TOTAL ACRES	ACRES (improved land only)	STATUS
BENNETT, ALICE S & ET AL % RAY SCHULZ 1501 N DIVISION ST CARSON CITY, NV 89703	007-051-12	80.00	80.00	
D & S L III, LLC % MR. & MRS. SAMUEL A LOMPA 1840 E FIFTH ST CARSON CITY, NV 89701	007-051-79	50.17	50.17	
D & S L V LLC & HOLDINGS LLC 3261 CONTE DR CARSON CITY, NV 89701-0000	010-051-09	4.19	4.19	
	010-051-10	4.85	4.85	
	010-041-19	255.06	255.06	
	010-041-29	3.72	3.72	
	010-041-35	5.43	5.43	
	010-041-36	6.93	6.93	
	010-041-38	20.04	20.04	
	010-041-48	69.62	69.62	
	010-041-52	13.29	13.29	
	010-051-33	62.81	62.81	
	010-051-35	.89	.89	
FAGEN, WILLIAM MICHAEL 2005 TR % WILLIAM MICHAEL FAGEN, TTEE 15925 CASWELL LN RENO, NV 89511-9077	007-051-78	201.00	201.00	

355858

* "AG ACRES 0.00" indicates prior agricultural use. See "STATUS" for explanation.

Carson City Assessor's Office, 201 N. Carson St., #6, Carson City, NV 89701

ASSESSED OWNER MAILING ADDRESS	PARCEL #	TOTAL ACRES	AG ACRES (highlighted if different)	STATUS
HAMILTON, WESLEY F KINGS CANYON RD CARSON CITY, NV 89703	007-061-22	27.42	27.42	
	007-081-30	13.70	13.70	
	007-082-01	18.95	18.95	
JARRARD, J P CHILDRENS TR, ET AL % JAMES JARRARD, TEE 121 ARROWHEAD DR CARSON CITY, NV 89706-0000	010-071-26	71.49	71.49	
JARRARD, J P TR & JARRARD, K TR % JAMES JARRARD, TEE 121 ARROWHEAD DR CARSON CITY, NV 89706-0000	010-021-46	1.00	1.00	
	010-021-47	257.00	257.00	
	010-021-58	25.70	25.70	
JOOST LAND & CATTLE CO, INC P O BOX 25 CARSON CITY, NV 89702	007-061-13	70.35	70.35	
	007-061-99	200.00	200.00	Leased land assessed at ag use.
	007-071-99	5.30	5.30	Leased land assessed at ag use.
	007-101-51	76.71	76.71	
	007-572-01	5.46	5.46	
	007-573-03	10.90	10.90	
LOMPA RES TRI & LOMPA RES TR II % D S LOMPA & S ALOMPA, TEEs 1840 E FIFTH ST CARSON CITY, NV 89701	010-041-34	2.50	2.50	

* "AG ACRES 0.00" indicates prior agricultural use. See "STATUS" for explanation.

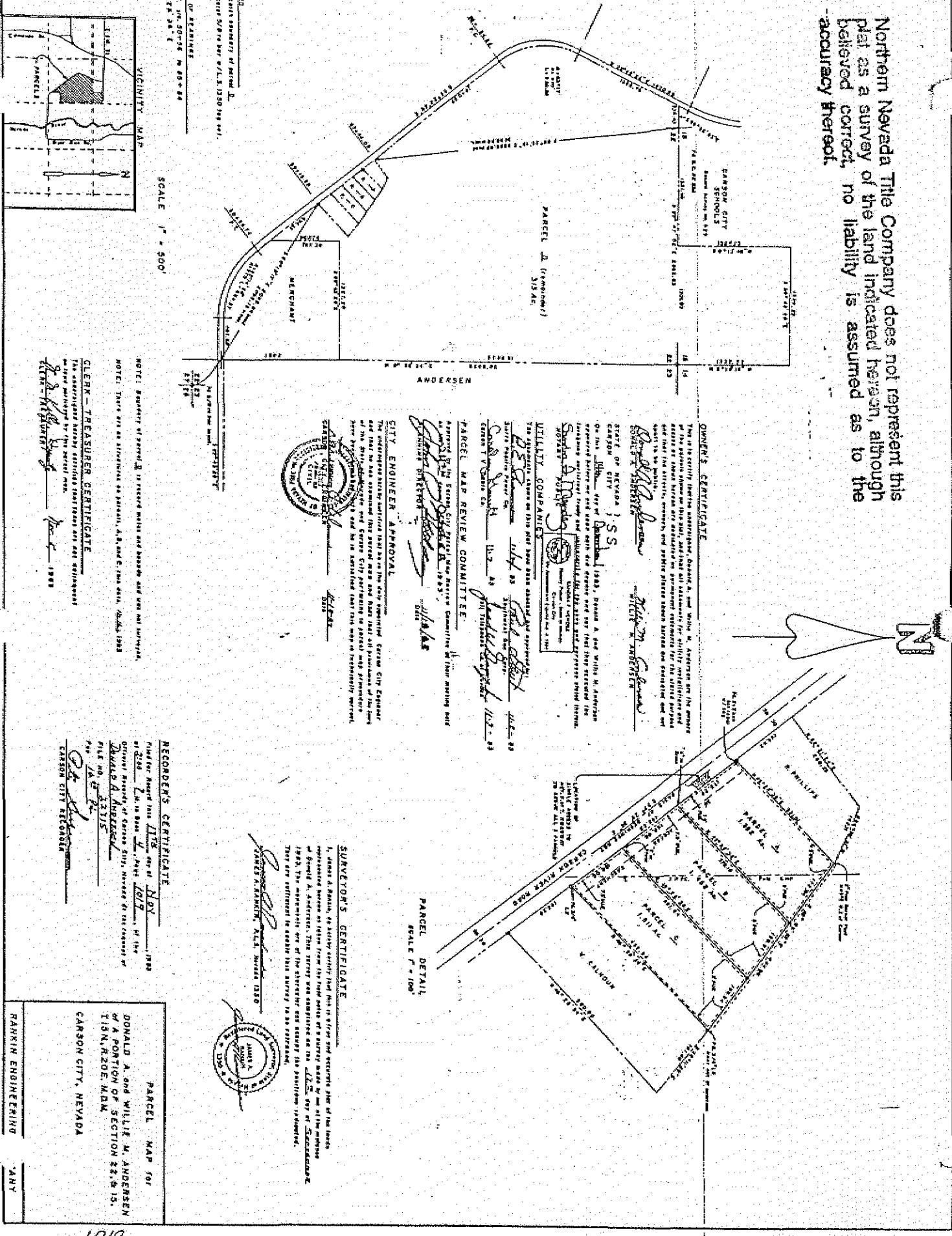
Carson City Assessor's Office, 201 N. Carson St., #6, Carson City, NV 89701

ASSESSED OWNER MAILING ADDRESS	PARCEL	TOTAL ACRES	AG ACRES (highlighted if different)	STATUS
MTK PROPERTIES LLC 161 PLANTATION DR CARSON CITY, NV 89703	010-041-16	4.00	4.00	
SCHULZ INVESTMENTS % WILLIAM E SCHULZ 1627 RANKIN DR CARSON CITY, NV 89701-0000	007-051-09	80.00	80.00	
	007-051-19	40.00	40.00	
	007-051-25	43.57	43.57	
	007-051-70	287.95	287.95	
	007-051-71	19.15	19.15	
	007-051-72	23.88	23.88	
GRAND TOTAL		400.00	400.00	

355858

* "AG ACRES 0.00" indicates prior agricultural use. See "STATUS" for explanation.
Carson City Assessor's Office, 201 N. Carson St., #6, Carson City, NV 89701

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



A SUMMARY APPRAISAL REPORT ADDRESSING:

**THE ANDERSEN RANCH
86 ACRES M/L OF RANCHLAND
LOCATED CLOSE TO CARSON RIVER
ROAD IN CARSON CITY, NEVADA
CC-CONTRACT #0607-030**

**CURRENTLY VESTED IN:
ROBERT L. ANDERSON, TRUSTEE OF THE
ROBERT LORIN ANDERSEN TRUST
DATED MARCH 15, 1992**

**FOR THE PURPOSE OF PROVIDING
AN OPINION OF MARKET VALUE**

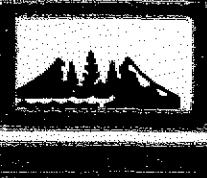
**AS OF
MARCH 6, 2007**

Prepared By:

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

**Prepared On:
MARCH 25, 2007**

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



LYN C. NORBERG, MAI

APPRaiser/CONSULTANT

117 EAST LONG STREET
CARSON CITY, NEVADA 89706
TELEPHONE 775-883-6655
FAXCIMILE 775-883-8594

March 25, 2007

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

RE: A Summary Appraisal Report Addressing the ±86-Acre Andersen Ranch
Located East of Carson River Road, in Carson City, Nevada

Dear Mr. Guzman:

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

The purpose of my study was to develop an opinion of market value for a fee estate in the 86-acre Andersen Ranch exclusive of appurtenant water rights. This property is located between single-family homes in the Hidden Meadows subdivision and the Jarrard Ranch, in east/central Carson City.

The following report presents a review of all pertinent data analyzed, and supporting descriptive material utilized in developing my opinion of market value. As per special instructions the value opinion does not include the Carson River water rights that are appurtenant to the property.

Based on the examination and study made, and an effective date of value of March 6, 2007 (i.e., the date of the most recent inspection) and with no recognition given to the property's appurtenant water rights, I have developed the following opinion as to the market value of the subject property:

THREE MILLION FIVE HUNDRED THOUSAND DOLLARS
(\$3,500,000)

Mr. Juan Guzman

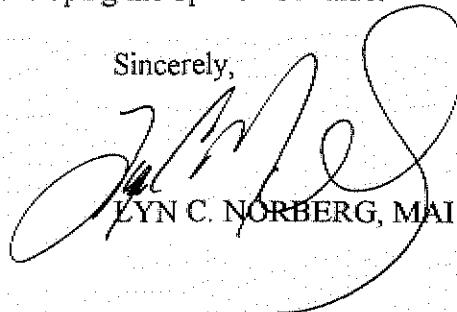
March 25, 2007

Page 2

This opinion of value is not predicated on any extraordinary assumptions or hypothetical conditions, although it will be reiterated that the appraised estate does not include water rights.

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

Sincerely,

A handwritten signature in black ink, appearing to read "J. C. NORBERG, MAI".

LYN C. NORBERG, MAI

LCN:vld

07-06/Andersen Ranch

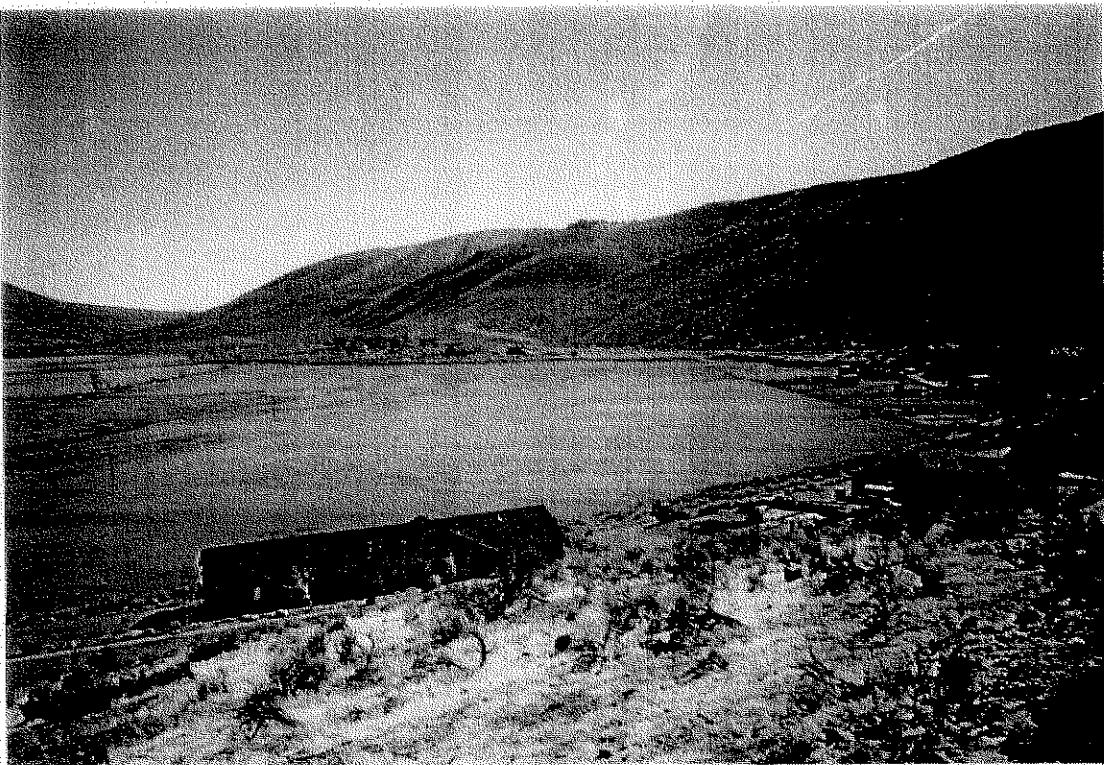
TABLE OF CONTENTS

	<u>Pages</u>
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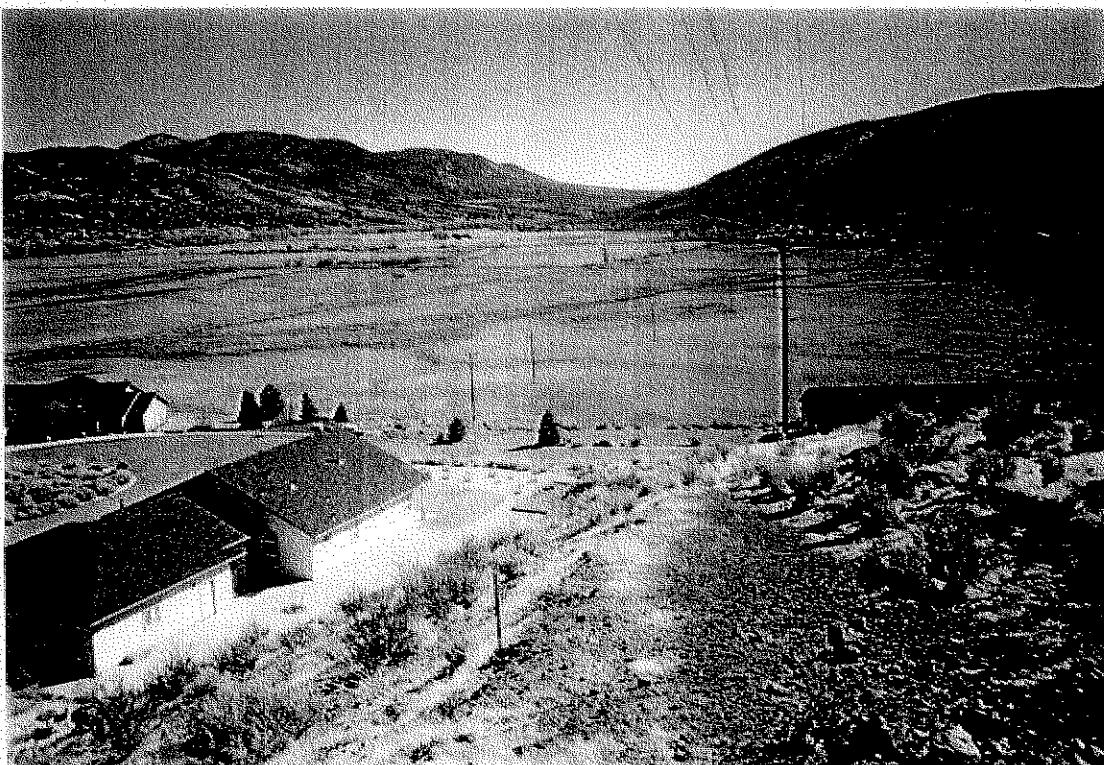
ADDENDA

Exhibit "A" - Title Report
Exhibit "B" - Zoning Information
Exhibit "C" - Conceptual Development Designs
Exhibit "D" - Flood Data, Chapter 12
Exhibit "E" - Soil Descriptions
Exhibit "F" - Water Right Data
Exhibit "G" - Subdivision Land Sales (With Approvals)
Exhibit "H" - Comparable Sales

— LYN C. NORBERG, MAI —

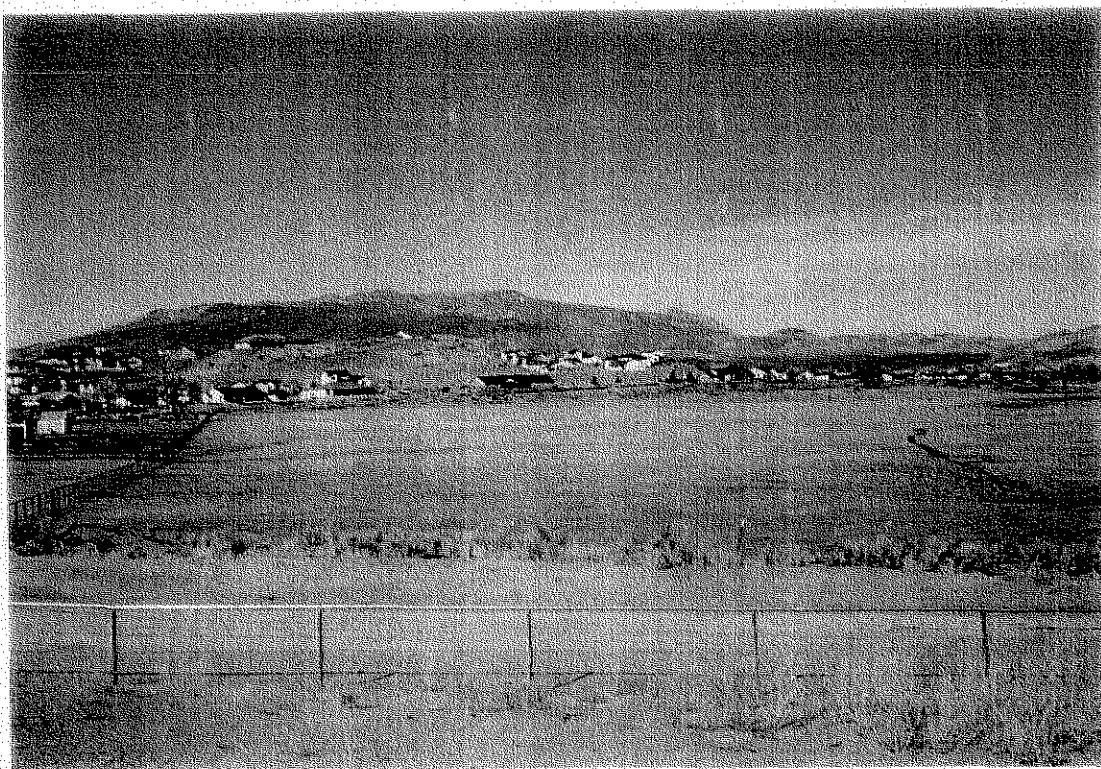


From a vantage point looking south at the subject. (west half)

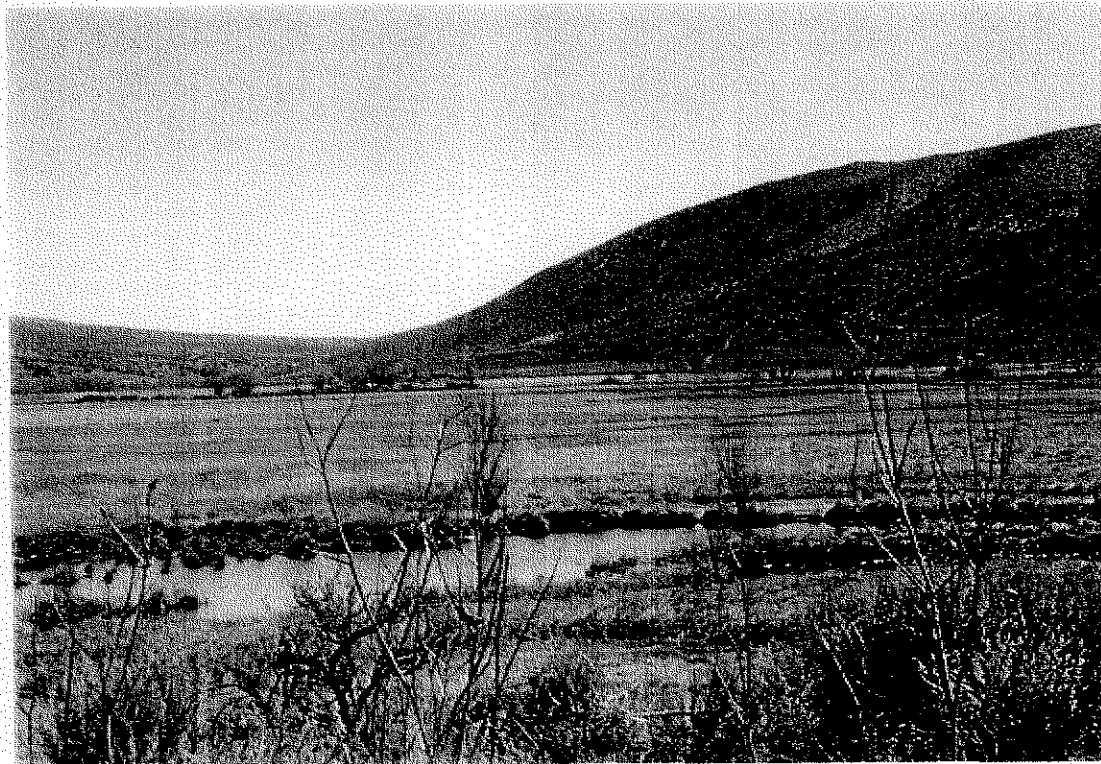


From a vantage point looking south at the subject. (east half)

— Carson City —



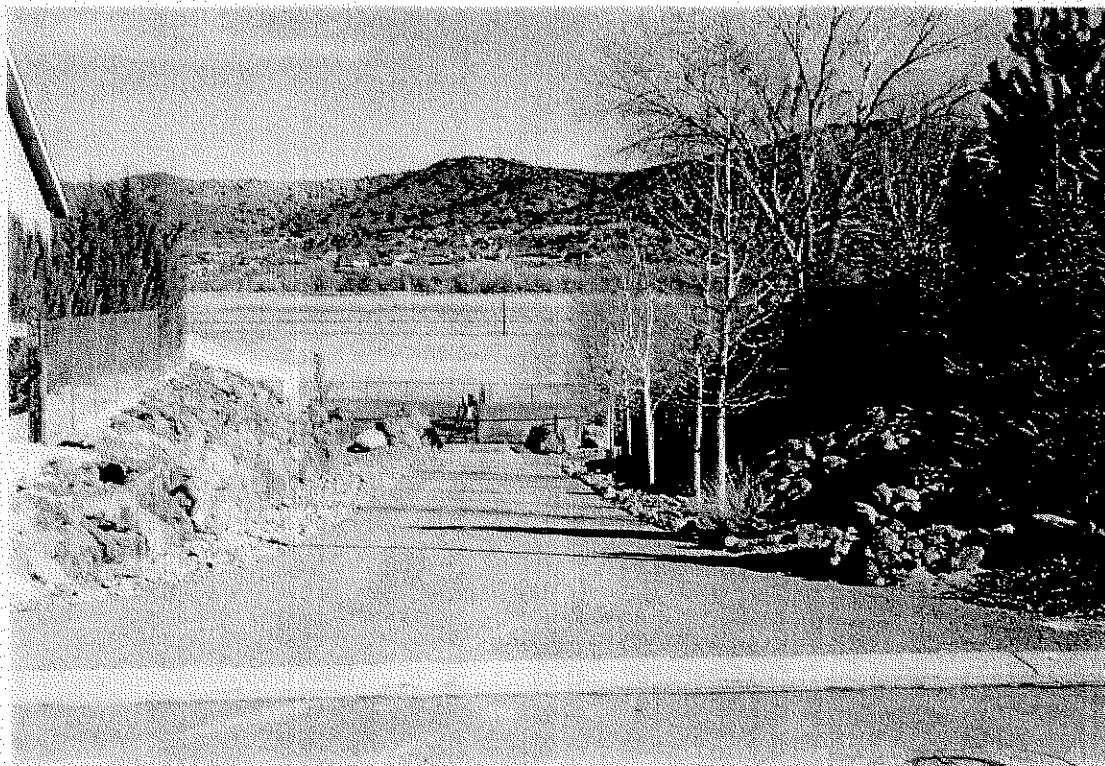
Looking to the north along the subject's west boundary.



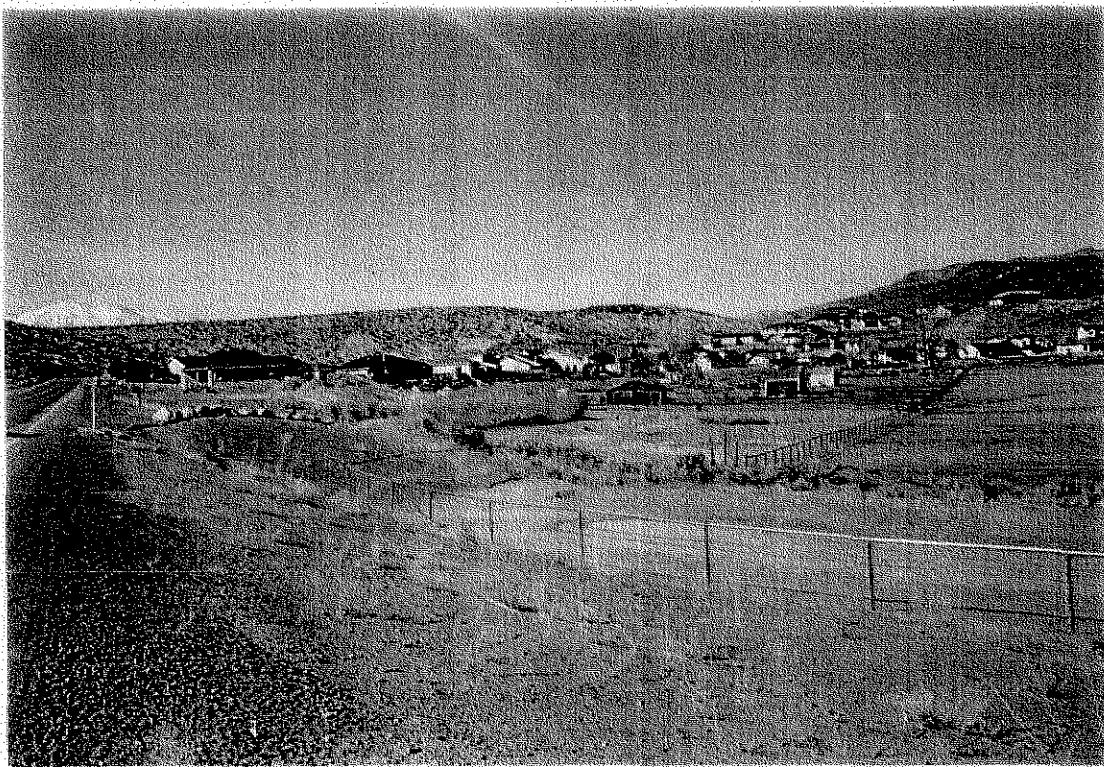
Wetlands close to the north boundary of the subject.



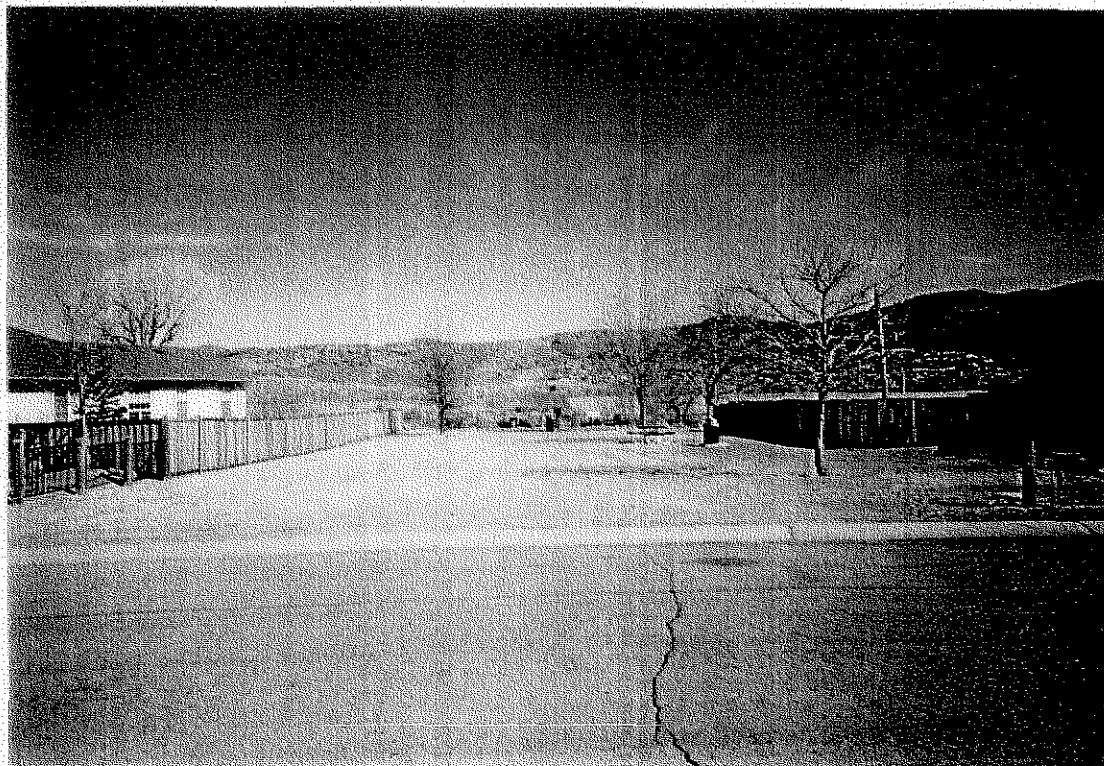
View of the subject's east boundary and wetland area.



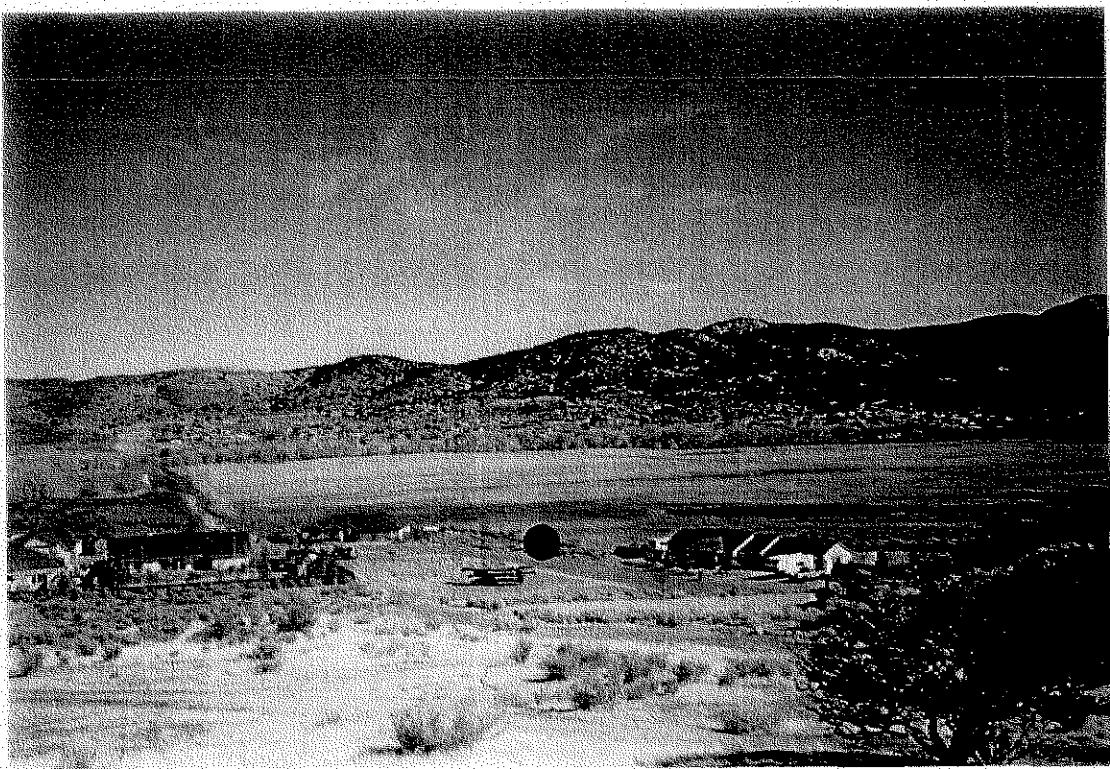
Existing access via an easement in Hidden Meadows. Looking easterly.



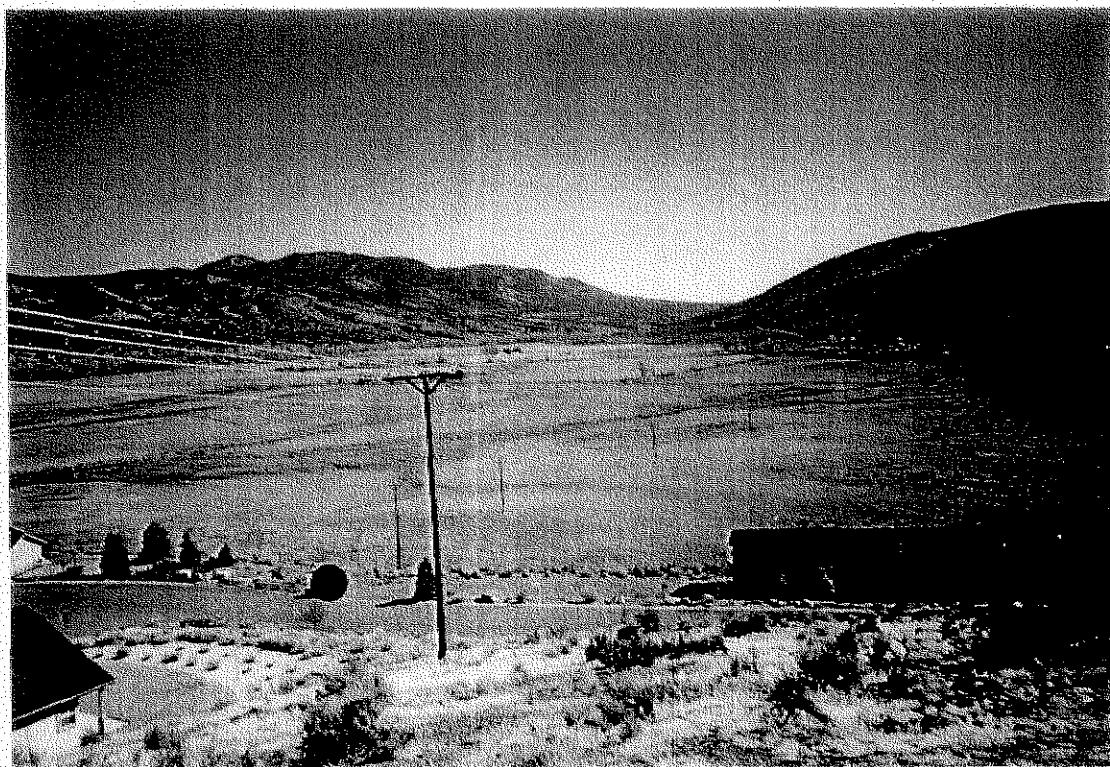
Offsite where the Mexican Ditch easement and Carson River Road merge.



Offsite, trailhead parking near the subjects northeast corner.



Potential access connection to Buzzy's Ranch Road.



Potential access connection to Buzzy's Ranch Road.

SUMMARY OF FACTS, FINDINGS, OPINIONS

REAL ESTATE APPRAISED

Refer to the legal description provided in Addenda Exhibit "A".

PROPERTY LOCATION

To the east of Carson River Road in east/central Carson City, (south and east of the Hidden Meadow subdivision).

STREET ADDRESS

Not assigned.

JURISDICTIONAL AUTHORITIES

Carson City, Nevada (a consolidated municipality).

GROSS LAND AREA

86 Acres m/l.

HIGHEST AND BEST USE

Residential Subdivision (at a Density in the Vicinity of 1 du/Acre).

MARKET VALUE OPINION (AS THOUGH DRY)

\$3,500,000.

SUMMARY OF FACTS AND DISCLOSURES

REAL ESTATE APPRAISED

Refer to Addenda Exhibit "A" for legal descriptions of the property appraised.

REAL PROPERTY INTEREST APPRAISED

Fee estate, subject to matters of title as outlined in the preliminary title reports furnished in Addenda Exhibit "A", and excluding any and all appurtenant water rights.

CLIENT

Carson City.

PURPOSE OF THE APPRAISAL

To develop an opinion of value (aka market value).

INTENDED USE OF THE APPRAISAL

To be used in conjunction with a potential acquisition of the subject by the Carson City Open Space Committee.

INTENDED USERS OF THE APPRAISAL

Carson City (various departments).

EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

None.

TYPE OF APPRAISAL REPORT

Summary.

EFFECTIVE DATE OF VALUE

March 6, 2007 (a date corresponding with the appraiser's most recent inspection).

EFFECTIVE DATE OF REPORT

March 25, 2007, a date coinciding with the completion of the appraiser's investigation and preparation of this report.

DATE OF INSPECTIONS

The subject was originally inspected by the appraiser in November of 2006, in the company of Mickey Andersen and Mark Nueffer. The property was most recently reinspected on March 6, 2007.

DEFINITION OF VALUE

"Value means the most probable price which a property would bring in a competitive and open market under the condition of a fair sale, without the price being affected by undue stimulus, whereby the sale is consummated on a specified date and the title to the property is passed from the seller to the buyer under the following conditions.¹

- a) The buyer and seller are acting prudently and knowledgeably;
- b) The buyer and seller are typically motivated;
- c) The buyer and seller are well informed or well advised and acting in what they consider are their own best interests;
- d) A reasonable time is allowed to expose the property for sale on the open market;
- e) Payment is made with United States dollars in cash or pursuant to another financial arrangement comparable thereto; and

¹ NRS 37.009(6). Please note that as used in this report, the terms "value" and "market value" can be deemed virtually synonymous.

- f) The sale price represents the normal consideration for the property and is unaffected by special or creative financing or sales concessions granted by any person associated with the sale.

DEFINITION OF FEE SIMPLE ESTATE

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

DEFINITION OF WATER RIGHT

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

LIMITING CONDITIONS

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

1. That the title to the property is marketable.
2. That no responsibility is assumed for matters which are legal in nature, and for the purpose of this appraisal report, it is assumed that the title is clear, merchantable, and unencumbered.

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

3. That the legal description, as given, is correct.
4. That those opinions, estimates, data, and statistics furnished by others in the course of investigation are correct.
5. That no survey was made, and the sketches in this report are for illustration only.
6. That no right to expert testimony is included without prior arrangements and proper compensation.
7. Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute and those of the State of Nevada. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which he is connected, or any reference to the Appraisal Institute or the MAI designation) shall be disseminated to the public through advertising media, public relations, and/or news.
8. That information obtained for use in this appraisal is believed to be true and correct to the best of the appraiser's ability; however, no responsibility is assumed for errors or omissions nor for other information not disclosed which might otherwise affect the value estimate.
9. That the estimates of value presented in this report are based on the market evidence, economic conditions, and trends existing at the date of appraisal and are valid only on the effective date stated in this report.
10. That values in this appraisal are based upon the property having no environmental contamination or having any sources of environmental contamination. If contamination or contaminates are found, the values in this appraisal are subject to change.
11. That this appraisal addresses a surface estate in the subject only. The status of the mineral estate is not known, nor does it appear to be an issue relative to value in the market under study.

SALES/LISTING HISTORY

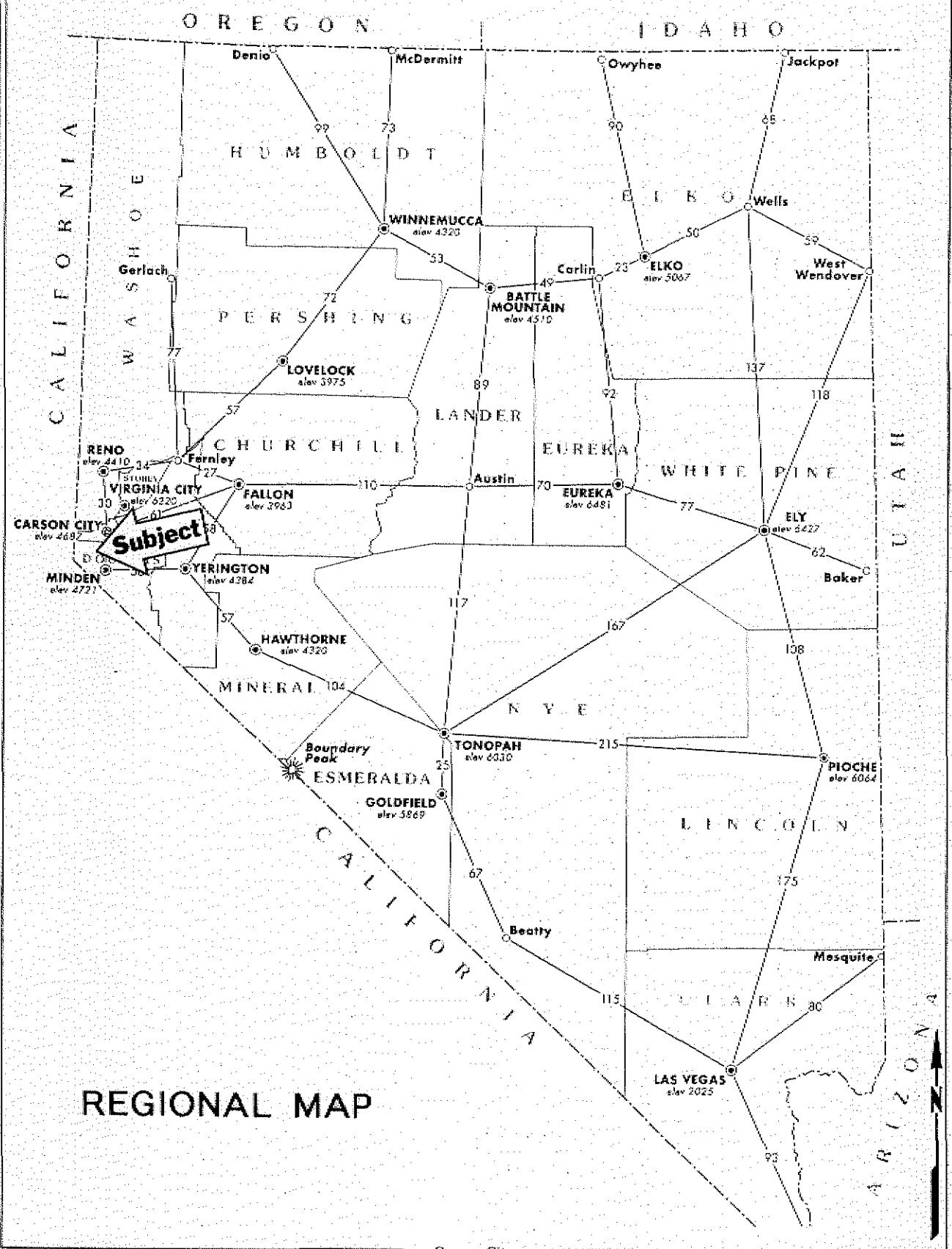
There have been no recent arm's-length sales of the subject property or any portion thereof. Current vesting is for the most part the result of inheritances.

Reportedly the owners received an unsolicited offer to purchase the subject in 2006. This offer was submitted by the Tanamera Development group, and evidently involved a variety of contingencies. The appraiser was not furnished a copy of the offer, but was informed of the general nature of the proposal. The offer was based on achieving approvals for a project that would accommodate the development of ±500 residential units (or more), which is well beyond the allowable density under zoning or the Master Plan. The offer on the part of Tanamera included not only the subject, but the adjacent 395-acre holding of Jarrard as well. The appraiser was not granted authorization to reference the price, but given the contingencies this offer is not necessarily germane relative to value regardless.

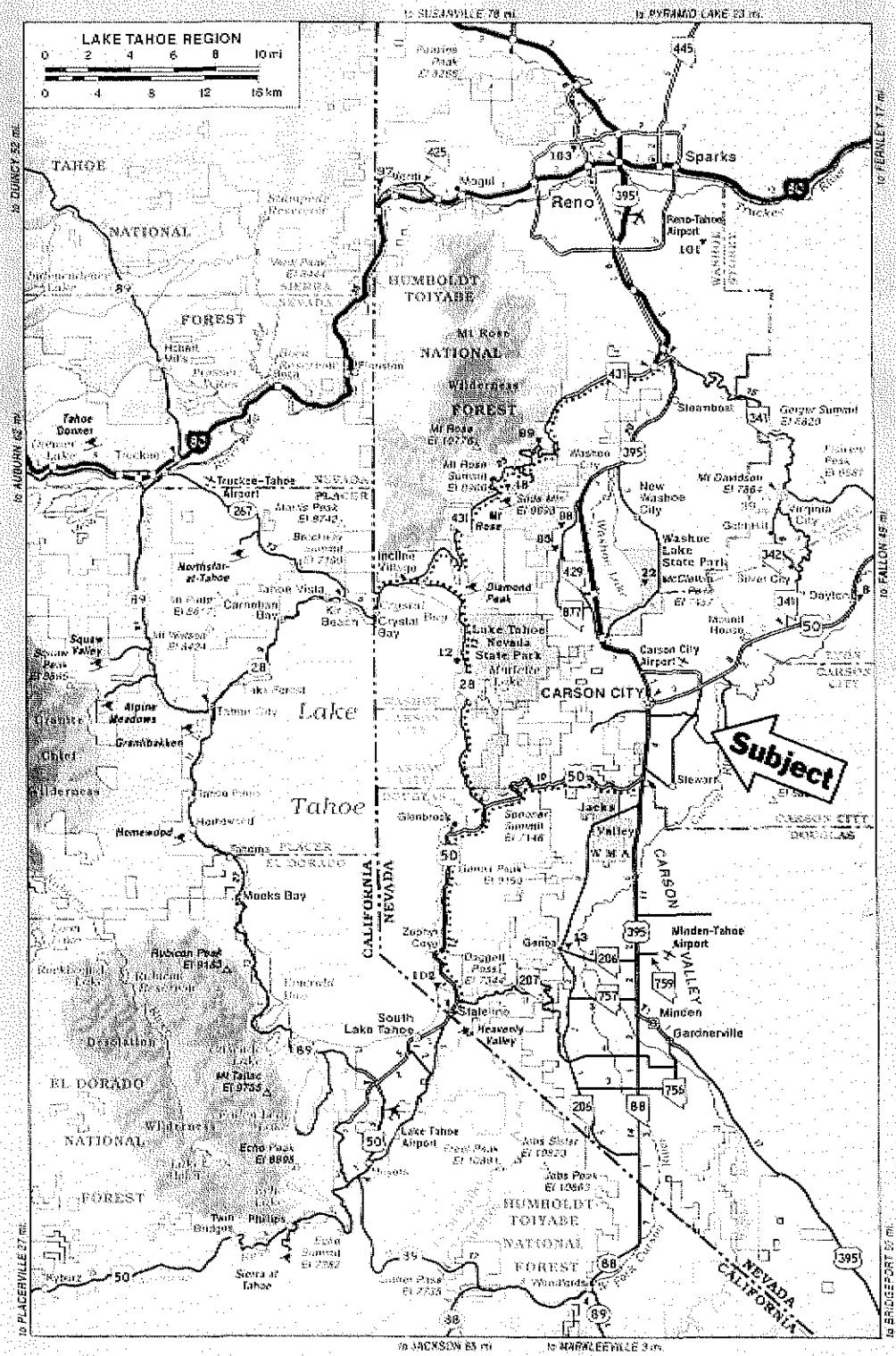
SCOPE OF WORK

The appraiser was initially retained in August of 2006 to conduct an appraisal of the property described in this report. The appraiser's client is Carson City, and the request was submitted through Mr. Juan Guzman, Open Space Manager. The subject was initially inspected by the appraiser in November of 2006 in the company of Mickey Andersen and Mark Nueffer. The appraiser's search for comparable market evidence was conducted over the winter of 2006/07. The Sales Comparison Approach was deemed the only practical manner in which to address this appraisal problem, with the Cost and Income Capitalization Approaches excluded for reasons that will be brought forth later.

Following an inspection of the property and an investigation into the market this report was written to document the appraiser's findings and opinions. The photographs provided in this report were taken on March 6, 2007.



Area Map



REGIONAL DESCRIPTION

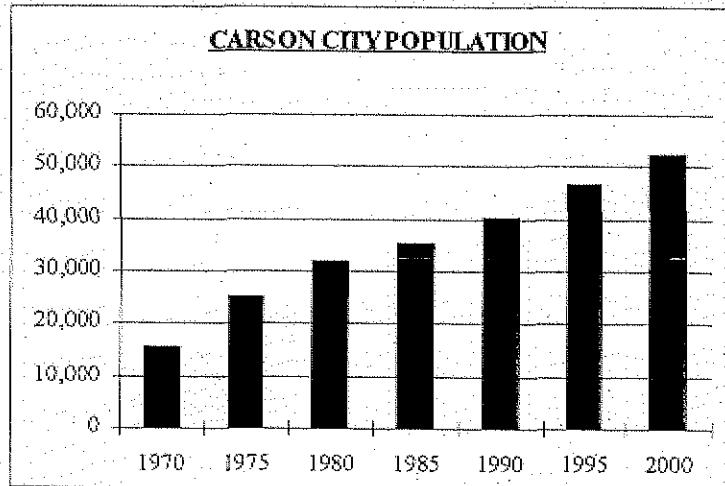
LOCATION

Carson City, the capital of Nevada, is located on the east slope of the Sierra Nevada Mountains. This community is found thirty miles south of the largest Western Nevada community, (Reno/ Sparks), and ten miles to the east of Lake Tahoe. Carson is a relatively small metropolitan area, having only passed the 50,000 resident threshold in 1997. Major urban centers and their proximity to Carson are:

Reno	30 miles north (via U.S. #395)
Sacramento	134 miles west (via I-80)
San Francisco	219 miles west (via I-80)
Los Angeles	445 miles south (via U.S. #395)
Salt Lake City	540 miles east (via I-80)

POPULATION

Population changes from 1970 are illustrated as follows.



Carson City

Absolute

Percentage

LYN C. NORBERG, MAI

Year	Population	Change	Change
1970	15,468		
1971	17,158	+1,690	+11%
1972	18,862	+1,704	+10%
1973	20,547	+1,685	+ 9%
1974	22,944	+2,397	+12%
1975	25,000	+2,056	+ 9%
1976	26,500	+1,500	+ 6%
1977	29,500	+2,000	+ 7%
1978	30,800	+2,300	+ 7%
1979	31,959	+1,159	+ 4%
1980	32,022	+ 63	+ .02%
1981	33,200	+1,178	+ 4%
1982	33,930	+ 730	+ 2%
1983	34,430	+ 500	+ 1%
1984	34,750	+ 320	+ 1%
1985	35,400	+ 650	+ 2%
1986	36,040	+ 640	+ 2%
1987	36,650	+ 610	+ 2%
1988	37,715	+1,065	+ 3%
1989	38,780	+1,065	+ 3%
1990	40,443	+1,663	+ 4%
1991	41,520	+1,077	+ 3%
1992	42,240	+ 720	+ 2%
1993	42,910	+ 670	+ 2%
1994	44,620	+1,160	+ 3%
1995	46,770	+2,150	+ 5%
1996	49,320	+2,550	+ 5%
1997	50,410	+1,090	+ 2%
1998	51,860	+1,450	+ 3%
1999	52,620	+ 760	+ 1%
2000	52,457	- 163	0%
2001	54,171	+1,714	+ 3%
2002	54,844	+ 673	+ 1%
2003	55,220	+ 376	+ 1%
2004	56,146	+ 926	+ 2%
2005	57,104	+ 958	+ 2%

The 1970, 1980, 1990, and 2000 figures are based on the census, with intervening years based on state estimates. The local population increased 107% during the 1970's, offering a compounded growth rate of 7.5% per year. The rate of growth slowed in the 80's, offering a decade change of only 26%, or a compounded growth rate of 2.4%/year. Over the 1990's the change equated to 29.7%, or a compounded growth rate of 2.6% per year. In absolutes the change has been more stable, with the consolidated municipality increasing by 1,655 people per year (on average) over the 70's, 842 per year in the 80's, 1,201 per year in the 90's, and 929 per year thus far in the 2000's.

City growth can be attributed primarily to an immigration of both in-state and out-of-state individuals, stimulated by expanding job opportunities in the governmental service sector and an immigration of retirees. The limited growth of the early to mid 80's can be attributed to local water and sewer capacity problems. Carson City resolved its sewer problems with an expansion of the municipal treatment facility in the mid 80's, and acquired sufficient water resources in the early 90's to support urban growth nearly through build-out.

CLIMATE

Carson City is situated at an elevation of 4,675' on the east side of the Sierras. The area offers a semi-desert climate, with warm/dry summers and fairly cold winters. A moderate amount of snow falls over the course of the winter. The variation in temperature between the daytime high and the nighttime low is substantial (30° to 40°), a common occurrence in northern Nevada where cold mountain air settles to the valley floors at night. The coldest month is January with a mean minimum temperature of 19° and a mean maximum of 45°. The hottest month is July with a mean maximum temperature of 89° and a mean minimum temperature of 50°. The average annual temperature is 50°. Precipitation averages 11.8" annually, with 31.6" of snow falling during the winter months. Sunshine days are abundant, averaging 266 days per year. Moderate winds are common in all seasons.