



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** January 19, 2017

**Staff Contact:** Ann Bollinger, Open Space Administrator

**Agenda Title:** For Possible Action: To formally agree to the assignment of the surface water rights and responsibilities as indicated in the 2007 Purchase and Sale Agreement for APN#010-071-25 from the Robert Lorin Andersen Trust to the Limited Liability Company: Crandall-Andersen, and to authorize the Mayor and Ms. Bollinger to sign the consent agreement on behalf of the City.  
(Ann Bollinger, abollinger@carson.org<mailto:abollinger@carson.org>).

**Staff Summary:** The City purchased APN #010-071-25 in 2007, consisting of 86 acres from the Robert Lorin Andersen Trust. The Trust retained the surface water rights and responsibilities related to those rights on the parcel as part of the Purchase and Sale Agreement. The two beneficiaries of the Trust subsequently created Crandall-Andersen, LLC. The beneficiaries now wish to formally assign the surface water rights and responsibilities as indicated in the Purchase and Sale Agreement to Crandall-Andersen, LLC, and is requesting the City's consent, which is required as part of the agreement. The agreement also requires the City to not unreasonably withhold the consent. Crandall-Andersen, LLC would be assuming all of the rights and responsibilities of the purchase and sale agreement, and the same people will be managing those responsibilities. Therefore it is reasonable to consent to the assignment of the purchase and sale agreement to Crandall-Andersen, LLC.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

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## **Proposed Motion**

I move to consent to the assignment of the surface water rights and responsibilities pursuant to the Purchase and Sale Agreement for APN #010-071-25 as outlined in the agreement from the Lorin Andersen Trust to Crandall-Andersen, LLC, and to authorize the Mayor and Ms. Bollinger to sign the consent agreement on behalf of the City.

## **Board's Strategic Goal**

Quality of Life

## **Previous Action**

July 19, 2007: The Board of Supervisors accepted the 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. The motion was approved 5-0.

## **Background/Issues & Analysis**

In 2007, Carson City purchased 86 acres of the westernmost section of the "Buzzy's Ranch" for open space protection. The purchase was made possible with funding from the Carson City Quality of Life Open Space land acquisition account and the State of Nevada Conservation and Resource Protection Grant Program (Question 1). The purchase and sale agreement provided for the terms of the sale. The Andersen Trust agreed to the \$3.5

million purchase price excluding surface water rights. Under the agreement, the Andersen Trust reserved the right, at their cost, to continue flood irrigation, land management, and grazing for a period not-to-exceed four years after the water rights are sold. From the time the water rights are sold, Carson City will be responsible for providing irrigation and there will be a maximum four year period for the Andersen Trust to transition out of the use of the land. The Assignment of Purchase and Sale Agreement from the Robert Lorin Andersen Trust to Crandall-Andersen LLC is necessary in order for the family to update their assets and estate.

### **Applicable Statute, Code, Policy, Rule or Regulation**

Open Space CCMC 13.06; NRS 548.393

### **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: n/a

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: n/a

### **Alternatives**

The board contractually agreed to not unreasonably withhold consent. The board may decline to consent if it finds it has a reasonable basis for doing so. However, consent for assignment is merely a formality, as the Trust is not restricted in the ability to sell its water rights.

### **Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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(Vote Recorded By)

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 3 day of August, 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."

### R E C I T A L S

A. SELLER is the fee simple owner of all that land and real property lying and situated in Carson City, Nevada, more particularly described 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 (1/2) 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. Buyer shall be named as an additional insured

by endorsement on the policy, and Seller shall maintain the policy so long as Seller shall retain the right to use the premises.

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. It is mutually agreed that municipal water shall not be considered a reasonable source.

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 Chimirusti, 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 24, 2007.

“BUYER”

CARSON CITY

By:

Marv Teixeira  
Marv Teixeira, Mayor

Juan F. Guzman  
Juan F. Guzman, Open Space Manager

DATE: August 3, 2007

## ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

MICHAEL H. ANDERSEN, Trustee of the ROBERT LORIN ANDERSEN TRUST dated March 15, 1992 ("Assignor"); does hereby grant, assign, and transfer to CRANDALL-ANDERSEN LLC, a Nevada limited liability company ("Assignee"), all right, title, and interest, and all duties and obligations, of the undersigned in and to that certain Purchase and Sale Agreement dated August 23, 2007 ("Agreement"), attached to this document as Exhibit A, between Assignor and Carson City, a consolidated municipality of the State of Nevada, by and through its Board of Supervisors.

Assignee does hereby assume all Assignor's right, title, and interest, and all Assignor's duties and obligations, in and to the Agreement, and agrees to pay, perform, and discharge when due all the liabilities, obligations, and duties under the Agreement, and to indemnify and hold Assignor harmless therefrom.

ASSIGNOR:

DATED: \_\_\_\_\_, 2017.

ROBERT LORIN ANDERSEN TRUST

ASSIGNEE:

DATED: \_\_\_\_\_, 2017.

CRANDALL-ANDERSEN LLC

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MICHAEL H. ANDERSEN, Trustee

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MICHAEL H. ANDERSEN, Managing Member

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SHANE CRANDALL, Managing Member

STATE OF NEVADA )  
CARSON CITY ) ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by MICHAEL H. ANDERSEN.

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NOTARY PUBLIC

*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss.

WAYNE S. CHIMARUSTI, ESQ.  
300 West Second Street  
Carson City, NV 89703  
(775) 885-9066

On \_\_\_\_\_, 2017, before me \_\_\_\_\_,  
(insert name and title)

personally appeared SHANE CRANDALL, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

**CONSENT OF ASSIGNEE, AND RELEASE**

CARSON CITY, a consolidated municipality of the State of Nevada, by and through its Board of Supervisors, does hereby consent to the above Assignment of Purchase and Sale Agreement under the terms and conditions set forth there; and therefore consents that all liabilities, duties, and obligations under said Purchase and Sale Agreement be transferred to Assignee, CRANDALL-ANDERSEN LLC, a Nevada limited liability company.

DATED: \_\_\_\_\_, CARSON CITY  
2017.

By: \_\_\_\_\_  
ROBERT L. CROWELL, Mayor

By: \_\_\_\_\_  
ANN BOLLINGER, Open Space Administrator

STATE OF NEVADA              )  
CARSON CITY                    )        ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by ROBERT L. CROWELL.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA              )  
CARSON CITY                    )        ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by ANN BOLLINGER.

\_\_\_\_\_  
NOTARY PUBLIC