

**BOARD OF REGENTS
BRIEFING PAPER**

1. AGENDA ITEM TITLE: University of Nevada, Reno –Request for Approval of the Purchase of Real Property Located at 7003 Aspen Creek Road in Washoe County, Nevada

APN: 055-180-12

MEETING DATE: September 7 & 8, 2023

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

This purchase of real property requires Board approval pursuant to Board of Regents Handbook Title 4, Chapter 10, Section 1(9), Table 9.1.

Background:

The University of Nevada, Reno (UNR) is requesting approval to purchase the property located at 7003 Aspen Creek Road in Washoe County, Nevada, APN# 055-180-12, for the benefit of expanding and improving access to the University's Whittell Forest & Wildlife Area (also known as Little Valley).

The Little Valley property is a 2,650-acre forested property administered by Research & Innovation at UNR as a living laboratory of forested mountain land in a primitive state for research and instruction. Little Valley is located between Reno and Carson City in Washoe County in the mountains. Current access roads and rights to access to the property limit the utilization of the property. The roads are a combination of unmaintained, steep dirt roads owned by the State of Nevada and the US Forest Service (USFS), accessible by four-wheel drive vehicles from May to November most years and by foot, skis, or snowshoes during the remainder of the year. This access is not suitable for the efficient use of the property.

The opportunity to acquire this property adjacent to Little Valley would provide options to utilize existing roads on the property to enhance access.

Location of Property: The real property is located to the southwest of the Little Valley property and is adjacent to the USFS property that borders the Little Valley property. USFS roads connect the Aspen Creek and Little Valley properties. (Exhibit 1)

Property Description: The property consists of real property, building improvements, and water rights on approximately 38.63 acres. Building improvements consist of a 1,953-square-foot residence built in 1977. (Exhibit 2) The residence will be utilized as a Research Station that will provide the faculty, students, and staff a location to meet (classroom, discussion room), store equipment, provide a place for the University to meet with the community, and serve the University's mission of research, instruction, and outreach.

Purchase Price: The purchase price is \$1,500,000.

Offer and Acceptance Agreement: The signed agreement is attached, using the approved NSHE Counsel/Director of Real Estate Planning template residential purchase and sale agreement, and further reviewed and approved by the University of Nevada, Reno General Counsel. (Exhibit 3)

Appraisal: Johnson Perkins and Griffin conducted an appraisal on April 25, 2023, valuing the property at \$1,200,000. (Exhibit 4). The appraisal does not reflect the value of the road access

benefit to UNR. The value of the road access is unique to UNR, and the financial benefits of the access are not the same for a typical buyer. The appraisal value in the report was determined for a typical buyer and does not reflect the value of road access to UNR.

Water Rights: The property includes water rights from the Lewers Creek Decree identified under Proof No. 02771, whose sources include flowing springs located on and off the subject property. The water rights are identified as meadow pasture surface water rights utilized for surface irrigation. The water rights are four-acre feet per water righted acre. It is noted that approximately half of the property involves water righted land.

Reserved Right of Conservation Easement: The seller of the property is the Nevada Land Trust, and the property includes a reserved right of a conservation easement on the property. The Trust established the conservation easement to conserve and forever maintain the natural, scenic, and open-space character of the property and preserve the availability of portions of the property for agricultural use. The appraisal report established the value of the subject property under the condition that the property is encumbered with the proposed Conservation Easement. (Exhibit 5)

Property Condition Reports: Phase 1 Environmental Site Assessment was performed by Robison Engineering Company in August 2022. This assessment has revealed no evidence of recognized environmental conditions (RECs) in connection with the property or conditions indicative of releases or threatened releases of hazardous substances on or near the parcel. UNR EH&S inspected bulk sampling for asbestos, and no samples contained asbestos. There were no recommendations for additional environmental assessment of the property. (Exhibit 6)

Resolution: The University of Nevada, Reno seeks the Board of Regents' approval of a resolution approving the purchase of the real property located at 7003 Aspen Creek Road in Washoe County, Nevada, and authorizing the Chancellor or designee to approve and sign the escrow and title documents after consultation with and review by the NSHE chief general counsel, or at the request of chief general counsel, NSHE special real property counsel. (Exhibit 7)

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

University of Nevada, Reno President Brian Sandoval requests the Board of Regents' approval to purchase 7003 Aspen Creek Road in Washoe County, Nevada, for the purchase price of \$1,500,000 and approval of a Resolution authorizing the Chancellor or designee to approve and sign the escrow and title documents after consultation with and review by the NSHE chief general counsel, or at the request of chief general counsel, NSHE special real property counsel.

4. IMPETUS (WHY NOW?):

- This acquisition will enable efficient access to the Little Valley property.
- Property is available for sale now.

5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

- Access (Increase access to higher education)
- Success (Improve student success)
- Close Institutional Performance Gaps
- Workforce (Meet workforce needs in Nevada)
- Research (Increase solutions-focused research)
- Coordination, Accountability, and Transparency (Ensure system coordination, accountability, and transparency)
- Not Applicable to NSHE Strategic Plan Goals

6. INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

As a result of the acquisition of property, the University of Nevada, Reno, can enhance its mission, including research, instruction, and community outreach.

7. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Property will improve the Little Valley property.
- Property supports agricultural and educational uses for UNR programs.

8. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

- The appraisal value is less than the purchase price.
- No substitute properties or locations have been identified.

9. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

- None have been identified.

10. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

The Chancellor's Office supports this request.

11. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 1(9), Table 1.9
- Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____
- Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____
- Other: _____
- Fiscal Impact: Yes No
Explain: Cost of \$1,500,000 from funds provided by the College of Agriculture, Biology and Natural Resources, College of Science, and the University of Nevada, Reno Office of Research and Innovation.

Exhibit 1

UNR Proximity to Aspen Creek and Little Valley Properties



Exhibit 2
Aspen Creek Parcel



Arrow identifies the
Aspen Creek Parcel
APN 055-180-12

PURCHASE AND SALE AGREEMENT
(7003 Aspen Creek Road, Washoe County, Nevada)

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), which is to be effective as of the date this Agreement is last executed by Seller or Purchaser (the “**Effective Date**”), is made by and between Nevada Land Trust (“**Seller**”), and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno (“**Purchaser**” or “**NSHE**”).

RECITALS:

R-1. Seller desires to sell, and Purchaser desires to purchase, certain real property located at 7003 Aspen Creek Road, bearing Washoe County Assessor’s Parcel Number 055-180-12, in Washoe County, Nevada, as set forth more fully below.

R-2. Seller and Purchaser, intending to be bound by this Agreement, desire to set forth herein the terms, conditions and agreements under and by which Seller shall sell and Purchaser shall purchase the Property, as defined and more fully described below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser each agree (i) that the Recitals are true and correct and by this reference incorporated herein as if fully set forth and (ii) as follows:

1. THE PROPERTY.

1.1 **Description.** Subject to the terms and conditions of this Agreement, and for the consideration set forth herein, Seller hereby agrees to sell and convey, and Purchaser hereby agrees to purchase and acquire, all of Seller’s right, title, and interest, if any, in and to that certain improved parcel containing approximately 38.63 acres of land located in Washoe County, Nevada, and more specifically described in **Exhibit “A”**, attached hereto (the “**Land**”), along with any and all improvements, parking facilities, structures, and fixtures located in or on the Land (collectively, the “**Improvements**”), together with any and all easements, hereditaments, appurtenances, development rights, and other benefits, if any (collectively, the “**Easements**”) associated with the Land. The Land, Improvements, and Easements are hereinafter collectively referred to as the “**Real Property**”.

1.2 **Agreement to Convey.** Seller agrees to sell and convey, and Purchaser agrees to purchase and accept, on the Date of Closing (defined in **Section 2.3**, below) all of Seller’s right, title, and interest in and to the Real Property (collectively, the “**Property**”) by way of a grant, bargain and sale deed in a form reasonably acceptable to the parties (the “**Deed**”), to be executed and delivered by the respective parties.

2. PURCHASE PRICE AND PAYMENT.

2.1 Purchase Price if Appraised Value is More than \$1,500,000. The purchase price (“**Purchase Price**”) for the Property is to be determined based on a current appraised value (“**Appraised Value**”) as described in Section 2.5 below. If the Appraised Value is greater than \$1,500,000, the Purchase Price will be the lesser of the Appraised Value or \$1,600,000.

2.2 Purchase Price if Appraised Value is Less than \$1,500,000. If the Appraised Value is less than \$1,500,000, Seller may elect not to sell the Property. Seller shall have ten (10) days from receipt of the Appraised Value to notify Purchaser, in writing, whether it will sell the Property at the Appraised Value. If Seller elects not to sell the Property for the Appraised Value, Purchaser will then have ten (10) days from receipt of Seller’s written notice to instead offer to purchase the Property for \$1,500,000. Seller shall then have ten (10) days from receipt of Purchaser’s offer to notify Purchaser, in writing, whether it will sell the Property for \$1,500,000.

2.2.1. Deposit. Purchaser has provided Seller with \$225,000.00 as a deposit (“**Deposit**”). In the event the Property is not sold to Purchaser for any reason, Seller shall refund to Purchaser the Deposit within 120 days of written notice of the cancellation of this Agreement being delivered to escrow.

2.2.2. Option to Purchase Consideration. Purchaser has provided Seller with \$25,000.00 as consideration for an option to purchase (“**Option to Purchase Consideration**”). In the event Seller elects not to sell the Property based on the Appraised Value pursuant to 2.2. above, Seller shall refund to Purchaser the Option to Purchase Consideration within 120 days of written notice of the cancellation of this Agreement being delivered to Escrow. In the event this Agreement is canceled for any other reason, other than a Seller default, Seller shall be entitled to retain the Option to Purchase Consideration.

2.3 Payment. Purchaser shall pay to Seller the Purchase Price at or prior to the Closing. The Deposit and Option to Purchase Consideration shall be credited to the Purchase Price.

2.4 Closing. The purchase and sale of the Property shall be consummated at closing (the “**Closing**”) on the date (the “**Date of Closing**” or “**Closing Date**”) which shall occur on or before twenty-one (21) calendar days after NSHE’s approval of this Agreement (as evidenced by NSHE’s execution hereof), which approval, if given, shall be given by no later than June 12, 2023. Closing shall occur on the Date of Closing at the offices of Tigor Title Company, Attn: Luann Barnes, 5441 Kietzke Lane, Suite 100, Reno Nevada 89511 (the “**Title Company**”), or at such other time and place as may be agreed to in writing by Seller and Purchaser.

2.5 Appraised Value. The current Appraised Value of the Property shall be determined by an appraiser selected by Purchaser and approved by Seller. Purchaser, at Purchaser’s sole expense, will order an appraisal no later than 10 days of the Effective Date of this Agreement. A selected appraiser must have an MAI designation and a minimum of five years of experience in appraising real property in northern Nevada. The Appraised Value shall be the fair market value of the Property considering all current and anticipated restrictive covenants and easements on the Property, including but not limited to any conservation easements on the Property.

3. INSPECTIONS AND APPROVALS.

3.1 Inspections. Subject to 3.1.1. below, Purchaser shall have a period of time (the “**Due Diligence Period**”), commencing on the Effective Date, and expiring at 5:00 p.m., Pacific Time, on the 45th calendar day after the Effective Date, in which to conduct the inspections and studies described in this Section 3. All such inspections and studies shall be completed within the Due Diligence Period.

3.1.1 Conservation Easement Inspection. Purchaser shall have a period of time to review any conservation easement on the Property, which period of time shall commence on the Effective Date and expire at 5:00 PM, Pacific Time, on the 45th calendar day after the Effective Date, in which to conduct a review of the conservation easement and any language to be contained in the Deed related to the reservation of such conservation easement (the “**Conservation Easement Due Diligence Period**”).

3.2 Access to the Property and Indemnification by Purchaser. During the Due Diligence Period, Seller shall permit Purchaser and Purchaser’s agents and representatives access to the Land and Improvements for the purpose of conducting such physical and environmental surface inspections of the Land and Improvements (collectively, the “**Inspections**”) as Purchaser shall deem reasonably necessary to determine the feasibility of the Land and Improvements for Purchaser’s intended use. Before Purchaser enters the Land and Improvements to perform Inspections, Purchaser shall give Seller reasonable advance written notice of at least one (1) Business Day (defined in Section 12.15, below) as a condition precedent to Purchaser’s access to the Land and Improvements and, at Seller’s option, a representative of Seller may accompany Purchaser and/or Purchaser’s representative during any such Inspection. Purchaser agrees to be solely responsible for the conduct of Purchaser’s representatives on and adjacent to the Land and Improvements and shall assume and pay for all expenses incurred in connection with the Inspections. At all times during the presence of Purchaser or Purchaser’s representatives on the Land and Improvements, Purchaser agrees that Purchaser will not allow, and Purchaser’s representatives will not conduct, any physically invasive testing of, on, or under the Land or Improvements without first obtaining Seller’s written, discretionary consent. Purchaser agrees to return the Land and Improvements to substantially the same condition and cleanliness existing before entry and/or occupation by Purchaser’s representatives. Purchaser shall keep confidential the information resulting from the Inspections. Purchaser may disclose confidential information to Purchaser’s representatives including but not limited to prospective lenders, consultants, and prospective tenants to the extent each needs to know confidential information for the sole purpose of evaluating the Property, provided Purchaser takes all reasonable measures to assure that Purchaser’s representatives keep such information confidential. Subject to the limitations of NRS 41.0305 to NRS 41.039, Purchaser shall indemnify, defend and hold Seller, its members, officers, managers and agents (collectively, “**Indemnified Parties**”) harmless from any loss, injury, liability, damage or expense, including reasonable attorneys’ fees and costs, suffered by an Indemnified Party as a result of any act or omission of Purchaser or its agents or representatives arising in connection with any Inspections on the Property; however, Purchaser shall not be required to indemnify an Indemnified Party if and to the extent that any such loss, injury, liability, damage or expense was solely caused by the gross negligence or willful misconduct of the Indemnified Party. The foregoing shall survive termination of this Agreement. No indemnification

provision herein shall be deemed to waive the provisions of NRS 41.0305 to NRS 41.039, and all liability of Purchaser is limited by the provisions thereof.

3.3 Inspection of Documents. Within ten (10) calendar days after the Effective Date, Seller shall make available to Purchaser or its representatives, for inspection and copying, at the Land or some other location mutually convenient to the parties, the Property information materials relating to the Property reasonably requested by Purchaser in writing, such as service and maintenance records (the “**Property Documents**”).

3.4 Title Insurance. Purchaser shall be solely responsible for obtaining, at its sole effort and expense, any title insurance commitments and any Purchaser's title insurance policies it may wish to obtain in connection with this transaction.

3.5 Purchaser's Acceptance or Rejection prior to the Expiration of the Due Diligence Period. On or before the expiration of the Due Diligence Period, if Purchaser, after conducting its Inspections, as described in this Section 3, does not desire to purchase the Property, Purchaser will give Seller written notice of its termination of this Agreement. If the Due Diligence Period expires without a notice of termination being received by Seller, then Purchaser will be deemed to have approved and accepted the Property and to have agreed to complete the transaction contemplated by this Agreement, subject to the provisions of Section 9, Section 10.1 and Section 10.4 hereof. If Purchaser gives Seller a written notice of termination on or before the expiration of the Due Diligence Period, then this Agreement will automatically terminate, subject to the immediate return of all copies of all Property Documents to Seller, the return of the Deposit to Purchaser, and thereupon neither party will have any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein (including without limitation all indemnification obligations contained herein, which shall survive termination of this Agreement).

3.6 Title Condition. Purchaser shall accept title to the Property in an as-is condition at the Closing, as further set forth in Section 5.4. below.

4. SELLER'S OBLIGATIONS PRIOR TO CLOSING. Prior to Closing, Seller and/or Seller's Agents or representatives shall:

4.1 Notices. Provide to Purchaser, immediately upon the receipt thereof, any and all written notices relating to the Property received by Seller or its agents or representatives from any governmental or quasi-governmental instrumentality, insurance company, vendor or other party, which notices are of a type not normally received in the ordinary course of Seller's business, or which may have a material effect upon the Property or result in a material change in a representation or warranty made by Seller hereunder.

4.2 Compliance with Agreements. Take all actions necessary to comply with all agreements, covenants, encumbrances and obligations affecting or relating to the Property and the ownership, operation and maintenance thereof. Seller shall pay all utility bills, tax bills and other invoices and expenses relating to the Property, as and when the same become due; subject, however, to the provisions of Section 7.3 below.

5. REPRESENTATIONS AND WARRANTIES.

5.1 By Seller. Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing, that:

5.1.1 Seller has the power, right and authority to enter into and perform all of the obligations required of Seller under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

5.1.2 This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

5.1.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Seller is a party or by which Seller may be bound.

5.2 By Purchaser. Purchaser represents and warrants to Seller, as of the Effective Date and as of the Closing, that:

5.2.1 Subject to approval by the NSHE Board of Regents, Purchaser has the power, right and authority to enter into and perform all of the obligations required of Purchaser under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

5.2.2 Purchaser is a constitutional entity of the State of Nevada, validly existing and in good standing under the laws of the State of Nevada and has taken all requisite action and obtained, or will obtain prior to the Closing, all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Purchaser of its obligations hereunder.

5.2.3 This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, duly authorized, executed and delivered by Purchaser. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

5.2.4 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which

Purchaser is a party or by which Purchaser may be bound, or any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Purchaser or to the Property.

5.2.5 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Purchaser's knowledge, contemplated by Purchaser.

5.2.6 Purchaser has had or will as of the Closing Date have had a full opportunity to conduct any and all Inspections and other due diligence necessary and appropriate for Purchaser to enter into the Agreement and acquire the Property.

5.3 Brokers. Seller and Purchaser each represent to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Property.

5.4 Property Condition.

5.4.1 Disclaimer. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS OWNERSHIP, TITLE, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 5.4.1 SHALL EXPRESSLY SURVIVE THE EXECUTION, DELIVERY, AND RECORDING OF THE DEED.

5.4.2 Release of Claims. Without limiting the provisions of Section 5.4.1, Purchaser releases Seller and all of Seller's Agents from any and all claims, demands, costs, expenses, damages, and rights to compensation whatsoever (whether known or unknown, and whether contingent or liquidated) arising from or related to (a) any defects, errors or omissions in the ownership, design or construction of the Property, whether the same are a result of negligence or otherwise; or (b) other conditions (including environmental conditions) affecting the Property, whether the same are a result of negligence or otherwise. The release set forth in this Section specifically includes but is not limited to any claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, or with respect to any environmental risk. "**Environmental Laws**" includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act

(33 U.S.C. § 1251 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 *et seq.*), and the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

5.4.3 Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) this Agreement gives Purchaser the full and ample opportunity to inspect the Property and its operation; (b) if this transaction is consummated, Purchaser will be purchasing the Property solely pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property; and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in Section 5.1), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters.

6. CONDITIONS PRECEDENT TO CLOSING.

6.1 Conditions for the Benefit of Purchaser. The obligation of Purchaser to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

6.1.1 The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date hereof and the Date of Closing as if the same were made on and as of such date.

6.1.2 Seller shall have performed each and every material obligation and covenant of Seller to be performed hereunder unless performance thereof is waived by Purchaser.

6.1.3 There has been no material and adverse change to the condition of the Property since the last day of the Due Diligence Period, provided that any change in condition due to casualty or condemnation shall be controlled by the provisions of Section 9.

6.2 Waiver of Conditions. Purchaser shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Purchaser unless it is in writing and executed by the Chancellor, on behalf of the Nevada System of Higher Education.

6.3 Conditions for the Benefit of Seller. The obligation of Seller to consummate

the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

6.3.1 The representations and warranties of Purchaser contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date hereof and the Date of Closing as if the same were made on and as of such date.

6.3.2 Purchaser shall have performed each and every material obligation and covenant of Purchaser to be performed hereunder unless performance thereof is waived by Seller.

6.4 Waiver of Conditions. Seller shall have the right to waive some or all of the conditions specified in Section 6.3 provided, however, that no such waiver shall be effective or binding on Seller unless it is in writing and executed by an authorized officer of Seller.

7. CLOSING COSTS AND PRORATIONS.

7.1 Closing Costs. Seller and Purchaser shall split (50/50) all escrow, transfer taxes (if applicable), and closing costs, including without limitation all Title Company fees, all recording fees and all documentary or transfer taxes, except any costs associated with Purchaser's acquisition of Purchaser's title insurance commitment(s), which are the sole responsibility of Purchaser pursuant to Section 3.4 above.

7.2 Legal Costs. Each party shall pay its own legal fees in connection with this transaction.

7.3 Cost Prorations. Purchaser shall be solely responsible for any and all property taxes, water right assessments, utility charges and the like related to the Property that are or become payable at any time after the Closing Date. Seller shall be solely responsible for any and all such costs that are or become payable at any time before the Closing Date. At the Closing, such costs shall be prorated accordingly as of the Closing Date. Should Seller pay any such post-Closing cost, inadvertently or otherwise, Purchaser shall promptly reimburse Seller for the same. Seller shall close out any accounts with utility companies and shall have the right to receive any and all deposits held on behalf of Seller by utility companies with respect to the Property.

8. CLOSING.

8.1 Seller's Deliveries. Seller shall deliver at the Closing the following original documents, each executed and, if required, acknowledged:

8.1.1 A counterpart of the Deed, delivered to the Title Company.

8.1.2 Originals (to the extent in Seller's or Seller's Agents' possession or control) of all warranties then in effect, if any, with respect to the Improvements or any repairs or renovations to such Improvements, delivered to the Title Company.

8.1.3 Appropriate evidence of authority, capacity and status of Seller as reasonably required by Title Company, delivered to the Title Company.

8.1.4 A settlement statement (the “**Settlement Statement**”) prepared by the Title Company, provided Seller concurs with the substance of the Settlement Statement, delivered to the Title Company and to Purchaser.

8.1.5 Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby, delivered to the appropriate party.

8.2 **Purchaser’s Deliveries.** At the Closing, Purchaser shall (a) pay Seller the Purchase Price as required by, and in the manner described in, Section 2 hereof; and (b) execute and deliver the following documents:

8.2.1 A counterpart of the Deed, duly acknowledged by Purchaser, delivered to the Title Company.

8.2.2 Evidence of Purchaser’s authority, and the authority of the person executing any documents at Closing on behalf of Purchaser, acceptable to Seller and the Title Company, to enter into the transactions contemplated by this Agreement, delivered to the Title Company and to Seller.

8.2.3 A Declaration of Value as prepared by the Title Company, delivered to the Title Company.

8.2.4 A Settlement Statement prepared by the Title Company, delivered to the Title Company and to Seller.

8.2.5 Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby, delivered to the appropriate party.

8.3 **Possession.** Purchaser shall be entitled to possession of the Property at the conclusion of the Closing, subject to any existing leases, licenses, and other rights of third parties disclosed by Seller or described in the title report provided to Purchaser by Title Company as part of this transaction.

8.4 **Title Company Actions.** Upon the parties’ compliance with Sections 8.1 and 8.2, the Title Company shall be authorized and directed by the parties to record the Deed in the official records of the County Recorder of Washoe County, Nevada, and release any remaining closing documents to the appropriate parties.

9. DAMAGE, DESTRUCTION AND CONDEMNATION.

9.1 **Casualty.** Except as provided herein, Seller assumes all risk of loss or damage to the Property by fire or other casualty until control of the Property is delivered to Purchaser. If at any time on or prior to the Date of Closing any portion of the Property is destroyed or damaged as a result of fire or any other cause whatsoever, Seller or Purchaser shall promptly give written notice to the other of the nature and extent of the damage caused by such casualty. Seller shall then prepare a reasonable estimate of the cost to repair and the amount of insurance

proceeds payable as a result thereof. If the estimated cost to repair the damage or destruction exceeds \$1,000.00 as reasonably estimated by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) calendar days following the date upon which Purchaser receives Seller's written notice of the destruction or damage. If Purchaser does not elect to so terminate this Agreement within said ten (10)-day period, or if the cost of repair is equal to or less than \$1,000.00, this Agreement shall remain in full force and effect and the parties shall proceed to Closing.

9.2 Condemnation. In the event, at any time on or prior to the Date of Closing, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Property, and which portions of the Property will be affected thereby) to Purchaser. If the taking would substantially prevent the Purchaser from using the Property for the intended use, then Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) calendar days following the date upon which Purchaser receives Seller's written notice of such action or proceeding. If Purchaser does not elect to so terminate this Agreement within said ten (10)-day period, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to Seller.

10. FAILURE OF CONDITIONS PRECEDENT; DEFAULT AND REMEDIES.

10.1 Failure of Conditions Precedent. If any of the conditions precedent stated in Section 6 have not occurred or been satisfied or waived on or before the Closing Date, Purchaser or Seller, whomever is the beneficiary of the condition precedent, may: (a) terminate this Agreement by written notice to the appropriate party on or before the Closing Date, or (b) waive such conditions precedent in writing and proceed to Closing.

10.2 Purchaser Default. If Purchaser is in default of one or more of Purchaser's obligations under this Agreement other than a failure to timely close (for which there shall be no notice and cure period), then Seller may give notice to Purchaser specifying the nature of the default. Purchaser shall have five (5) calendar days after receiving that notice, but in no event beyond the Closing Date, within which to cure that default. If Purchaser fails to cure that default within that period, then Seller's sole remedy for such default shall be to terminate this Agreement by giving notice of such termination to Purchaser and retaining the Option to Purchase Consideration.

10.3 Seller Default. In the event Seller: (a) fails to sell and transfer the Property to Purchaser in violation of the terms of this Agreement, (b) fails to perform any other material obligation of Seller hereunder, (c) intentionally breaches any warranty made or granted by Seller under this Agreement, which breach is not cured by the Closing Date, and/or (d) has intentionally misrepresented any fact, or any of the representations of Seller contained herein are not true, accurate or complete in any material respect, Purchaser shall be entitled to (i) waive such default in writing and proceed to Closing; (ii) seek to specifically enforce its rights hereunder; or (iii) terminate this Agreement. If Purchaser does not duly notify Seller of the default, or does not give Seller a notice of termination hereunder within a reasonable period of time after discovery of the default and prior to the Closing Date, then the default shall be treated as waived by Purchaser.

10.4 Termination. Upon any termination of this Agreement pursuant to any right of a party to terminate set forth in this Agreement, any documents provided to the Title Company by Purchaser or Seller shall be returned by the Title Company to the party who provided the same and the parties will have no continuing liability to each other unless otherwise expressly stated in any provision of this Agreement.

11. NOTICES. Any notice or report required or permitted to be given hereunder may be served by a party or its attorney and must be in writing and shall be deemed to be given when (a) hand delivered; (b) one (1) Business Day after pickup by Emery Air Freight, United Parcel Service (Overnight), or Federal Express, or another similar overnight express service; or (c) transmitted by telecopy, facsimile, or electronic mail, provided that confirmation of the receipt of same is noted upon transmission of same by the sender's telecopy machine or by e-mail records, and a counterpart of such notice is also delivered pursuant to one of the two manners specified in Sections 11(a) or 11(b), above, in any case addressed to the parties at their respective addresses set forth below:

If to Seller: Alicia Reban
Executive Director
Nevada Land Trust
2601 Plumas Street
Reno, NV 89509
Phone: 775.851.5180

with a required copy to:

Ellen A. Fred, Esq.
Conservation Partners LLP
5111 Telegraph Ave., No. 311
Oakland, CA 94509
Phone: 510.290.0165

and with a required copy to:

Craig Etem
Fennemore
7800 Rancharrah Parkway
Reno, NV 89511
Phone: 775.788.2224

If to Purchaser: University of Nevada, Reno
Attn: General Counsel
1664 N. Virginia Street (MS 0550)
Reno Nevada 89557-0550
Phone: 775.784-3493
Fax: 775.327.2202

With cc to: College of Agriculture, Biotechnology and Natural Resources
Attn: Dean William A. Payne
Fleischmann Agriculture Rm. 201
University of Nevada, Reno/0221
Reno, Nevada 89557-0221
Phone: 775.784.6237
Fax: 775.784.4227

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 11 to the other party. Telephone numbers are for informational purposes only. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement. Delivery of “required copies” or “ccs” as provided above does not constitute notice or delivery to the respective parties.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Agreement, together with the Exhibit attached hereto, all of which are incorporated by reference as if fully set forth, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or verbal, between the parties relating to the subject matter hereof, including without limitation that certain letter of intent by and between the parties dated September 14, 2022. No alteration, modification or interpretation hereof shall be binding unless in an express writing and signed by both parties.

12.2 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remainder of this Agreement shall not in any way be affected or impaired thereby and the parties agree to work together to modify the applicable provision such that it is enforceable and it describes and accomplishes the original intent of the parties.

12.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Nevada. The exclusive venue for any action to interpret or enforce any rights under this Agreement shall be in the courts located in Washoe County, Nevada and the parties agree that the respective obligations of the parties pursuant to the provisions of this Section are consideration for the other party’s obligations under this Section and shall be enforceable regardless of any claim as to the invalidity of any other provision of this Agreement or of the entirety of this Agreement.

12.4 Assignability. This Agreement is personal to Purchaser. Purchaser may not assign or transfer any of its rights, obligations or interests under this Agreement to any person or entity and any attempt to do so shall be null and void and of no effect.

12.5 Successors Bound. Subject to the provisions of Section 12.4, this Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors.

12.6 Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require,

words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to “Section” are to sections of this Agreement. The parties acknowledge and agree that they have both participated in the negotiation of the terms and conditions of this Agreement and that both have been assisted by counsel in that process and that no provision hereof shall be interpreted against either party by virtue of its authorship.

12.7 Rule against Perpetuities. The parties do not intend for this Agreement to violate the common law rule against perpetuities or any analogous statutory provision or any other constitutional, statutory or common law rule imposing time limits on the vesting or termination of rights or estates in land. If any provision of this Agreement would violate any such rule, then this Agreement shall not be deemed void or voidable or terminated, but shall be interpreted in such a way as to effect the parties’ objectives to the fullest extent permitted by law.

12.8 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Purchaser shall have no right under this Agreement or otherwise to incur any expense on behalf of Seller.

12.9 Time of Essence. Time is of the essence with respect to the performance of the obligations of Seller and Purchaser under this Agreement.

12.10 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. This Agreement may be validly executed and delivered by portable document format (.pdf) or other form of electronic transmission, and delivery of an executed signature page by portable document format (.pdf) or other form of electronic transmission shall be as effective and binding as delivery of a manually executed counterpart hereof.

12.11 Recordation. Purchaser and Seller agree not to record this Agreement.

12.12 Proper Execution. This Agreement shall have no binding force and effect on either party unless and until both Purchaser and Seller shall have executed and delivered this Agreement.

12.13 Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

12.14 No Third-Party Beneficiaries. This Agreement does not create any rights in any non-party.

12.15 Business Days. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day (a “**Business Day**”) following such Saturday, Sunday or Legal Holiday. As used herein, the term “**Legal**”

Holiday” shall mean any local or federal holiday on which the Courts of the Second Judicial District are closed in Reno, Nevada.

13. BOARD OF REGENTS CONTINGENCY. This Agreement is contingent upon the approval of the terms of the sale by the NSHE. If the NSHE, in its sole and absolute discretion, does not approve the terms of the sale, the offer made herein shall be deemed null and void without the necessity of further documentation and shall be deemed to be of no binding effect whatsoever.

14. FURTHER ASSURANCES. Following execution of this Agreement, the parties agree to execute and deliver, or cause to be executed and delivered, such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement, effective as of the Effective Date.

PURCHASER/NSHE:

Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno

By: _____
Dale A.R. Erquiaga
Acting Chancellor, Nevada System of Higher Education

Date _____

SELLER:

Nevada Land Trust

By: _____
Alicia Reban
Executive Director

Date _____

Recommended by:

Brian Sandoval
President, University of Nevada, Reno

Exhibit "A"

Land Description

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

Parcel 4 as shown on Parcel Map No. 3326 for Edward D.S. Sullivan, filed in the office of the Washoe County Recorder, State of Nevada, on April 29, 1998, as File No. 2204958, Official Records.

[End]



JOHNSON | PERKINS | GRIFFIN
REAL ESTATE APPRAISERS & CONSULTANTS

AN APPRAISAL
OF A

38.63± ACRE PROPERTY
(AS ENCUMBERED WITH A PROPOSED CONSERVATION EASEMENT)

LOCATED AT

**7003 ASPEN CREEK ROAD, WASHOE VALLEY,
WASHOE COUNTY, NEVADA**

OWNED BY

NEVADA LAND TRUST

PREPARED FOR

THE UNIVERSITY OF NEVADA, RENO

FOR THE PURPOSE OF
ESTIMATING THE FOLLOWING VALUE

Valuation Scenario	Interest Appraised	Date Of Value
Market Value	Fee Simple Interest	April 25, 2023



July 12, 2023

Mr. Pat Martinez
 Business Center North
 University of Nevada, Reno/239
 1050 Evans Avenue
 Reno, NV 89557-0239
 E-Mail: pmartinez@unr.edu

Re: Appraisal – 38.63± Acre Property Located at 7009 Aspen Creek Road, Washoe Valley, Washoe County, Nevada (As Encumbered with a Proposed Conservation Easement)

Dear Mr. Martinez:

This is in response to your request for an appraisal of 38.63± acres situated at 7003 Aspen Creek Road, in Washoe Valley, Washoe County, Nevada (as encumbered with the proposed Conservation Easement described in the body of this report). The subject property is identified as Washoe County Assessor’s Parcel Number 055-180-12 and is owned by Nevada Land Trust. The subject site contains 38.63± acres of land area and is improved with a 1,255± square foot single-family residence and a 698± square foot apartment unit constructed in 1977. The subject will be described in detail in the following report.

Owner of Record: Nevada Land Trust		
A.P.N.	Address	Acres
055-180-12	7003 Aspen Creek Road, Washoe Valley, Washoe County, Nevada	38.63± Acres

The purpose of the appraisal report is to establish the value of the subject property under the hypothetical condition that the property is encumbered with the proposed Conservation Easement described in the body of this report.

The client of this appraisal report is The University of Nevada, Reno. The intended users of the appraisal report include the University of Nevada, Reno, the Nevada System of Higher Education, and the Nevada Land Trust. It is our understanding that the intended use of the



appraisal is to establish a potential purchase price of the subject property under the hypothetical condition that the property is encumbered with the proposed Conservation Easement described in the body of this report. Any other use of the appraisal requires the prior written authorization of Johnson Perkins Griffin, LLC.

This is an appraisal report which complies with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an appraisal report. The appraisal report presents summary discussions of the data, reasoning and analyses that are used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the subject data, reasoning and analyses is retained in the appraisers' file. The depth of the discussion contained in the report is specific to the needs of the client and for the intended use as stated herein. This appraisal firm is not responsible for unauthorized use of the report.

Please be advised that in accordance with the requirements of the *Uniform Standards of Professional Appraisal Practice*, we have performed services as appraisers regarding the property that is the subject of this appraisal report within the three-year period immediately preceding the date of this letter.

These appraisers' have the experience, knowledge, and education necessary to appraise the subject property. We are therefore competent to prepare the following appraisal.



After careful consideration of all data available, and upon thorough personal investigation of the subject property and comparable properties analyzed, it is our opinion that the Market Value of the subject property, as of April 25, 2023, is:

**FINAL MARKET VALUE CONCLUSION
(AS ENCUMBERED WITH A CONSERVATION EASEMENT)**

Value Addressed	Property Rights Appraised	Effective Date Of Value	Value Conclusion
Market Value	Fee Simple Interest	April 25, 2023	\$1,200,000*
*The value conclusion above is based upon the hypothetical condition that the subject property is encumbered with the proposed Conservation Easement described in the body of this report. This value conclusion is only applicable under this hypothetical condition.			



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ADDENDA

Proposed Conservation Easement



SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

Subject Property Summary	
Property Type	38.63± Acres of Agricultural Land with Residential Improvements
Address	7003 Aspen Creek Road, Washoe Valley, Washoe County, Nevada
Assessor's Parcel Number	055-180-12
Land Area	38.63± Acres
Owner of Record	Nevada Land Trust
Zoning Designations	(MDR) – 4% Medium Density Rural (GR) – 96% General Rural
Flood Zone Designation	Zone "X", Area of Minimal Flood Hazard
Highest & Best Use Conclusion	Redevelopment of the property with a good quality single-family residence under the terms and conditions of the proposed Conservation Easement, continued utilization of the land for agricultural purposes, and the continued use of the subject's existing improvements for an interim period of time.

Property Rights Appraised Fee Simple Estate

Type of Report Appraisal Report

DATES OF APPRAISAL

Date Description	Date
Date of Inspection	April 25, 2023
Effective Date of Value	April 25, 2023
Completion Date of Appraisal	July 12, 2023

**MARKET VALUE CONCLUSION
 (AS ENCUMBERED WITH A CONSERVATION EASEMENT)**

Value Addressed	Property Rights Appraised	Effective Date Of Value	Value Conclusion
Market Value	Fee Simple Interest	April 25, 2023	\$1,200,000*
*The value conclusion above is based upon the hypothetical condition that the subject property is encumbered with the proposed Conservation Easement described in the body of this report. This value conclusion is only applicable under this hypothetical condition.			



TYPE OF REPORT

This is an Appraisal Report which complies with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. It presents summary discussions of the data, reasoning and analyses that are used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in these appraisers' files. The depth of the discussion contained in the report is specific to the needs of the client and for the intended use as stated herein. This appraisal firm is not responsible for unauthorized use of the report.

EXTRAORDINARY ASSUMPTIONS

An Extraordinary assumption is defined as "An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."¹

- None

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as: "A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis."²

- The value conclusion contained in this report is based upon the hypothetical condition that the subject property is encumbered with the proposed Conservation Easement described in the body of this report. This value conclusion is only applicable under this hypothetical condition.

¹ Source: USPAP 2020-2021 Edition, Definitions; The Appraisal Foundation, Page 4.

² Source: USPAP 2020-2021 Edition, Definitions; The Appraisal Foundation, Page 4.



PURPOSE OF APPRAISAL

The purpose of this appraisal report is to provide an opinion of the Market Value of the subject property, under the hypothetical condition that the property is encumbered with the proposed Conservation Easement described in the body of this report, as of April 25, 2023, which corresponds with a current date of value.

FUNCTION OF APPRAISAL

The function of this appraisal report is to establish a potential purchase price for the subject property under the hypothetical condition that the property is encumbered with the proposed Conservation Easement described in the body of this report. Any other use of this appraisal requires the prior written authorization of this appraisal firm.

CLIENT OF APPRAISAL

The client in this appraisal assignment is the University of Nevada, Reno.

INTENDED USERS OF APPRAISAL

The intended users of this report include the University of Nevada, Reno, the Nevada System of Higher Education, and the Nevada Land Trust. Any other use of the appraisal requires the prior written authorization of Johnson Perkins Griffin, LLC.

DATE OF INSPECTION

The subject property and the neighborhood in which it is situated were inspected by Stephen R. Johnson and Carson T. Cooke on April 25, 2023.

DATE OF REPORT

This report was completed on July 12, 2023.



PROPERTY RIGHTS APPRAISED

Fee Simple Estate is defined as “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.”³

MARKET VALUE DEFINED

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

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

³ Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, 2022, page 73.

⁴ Rules and Regulations, Federal Register, Vol. 55, No. 165, Page 34696, 12CFR Part 34.42(f)



SCOPE OF WORK

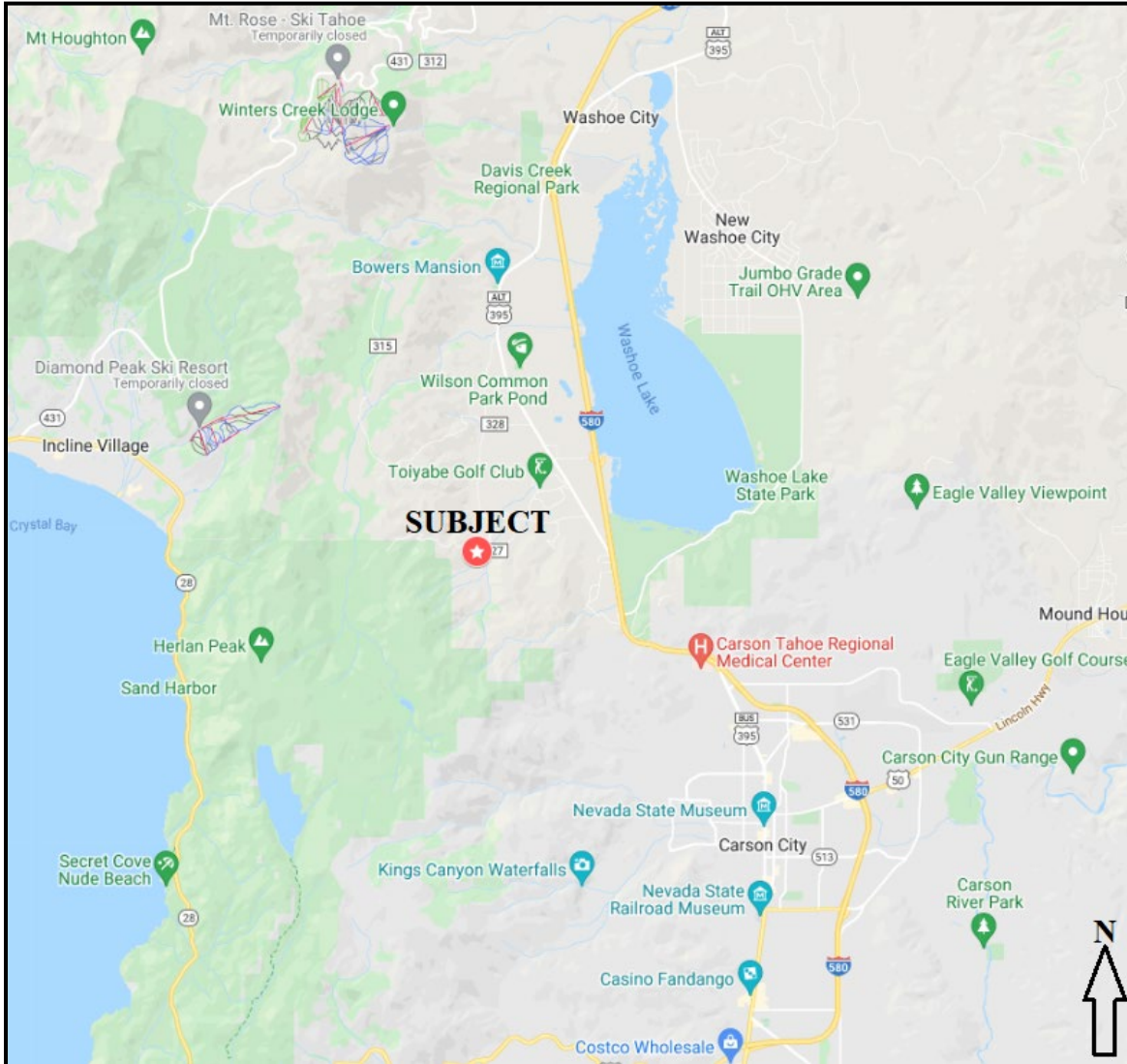
This is an appraisal which has been prepared in conformance with the requirements of the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

Preparation of the following report included:

- Identification and analysis of the area and neighborhood;
- Inspection and analysis of the subject property;
- Inspection and analysis of the subject property's improvements;
- Review, analysis, and description of the proposed Conservation Easement to encumber the subject property;
- Completion of a highest and best use analysis under the hypothetical condition that the subject is encumbered with the proposed Conservation Easement described in the body of this report;
- Research, inspection and analysis of comparable residential/agricultural sales as encumbered with Conservation Easements comparable to the subject property as encumbered with the proposed Conservation Easement described in the body of this report;
- Completion of a Sales Comparison Approach to Value for the subject property as encumbered with the proposed Conservation Easement described in the body of this report;
- Completion of a reconciliation and final property value conclusion of the subject property as encumbered with the proposed Conservation Easement described in the body of this report;
- Preparation of the appraisal report.

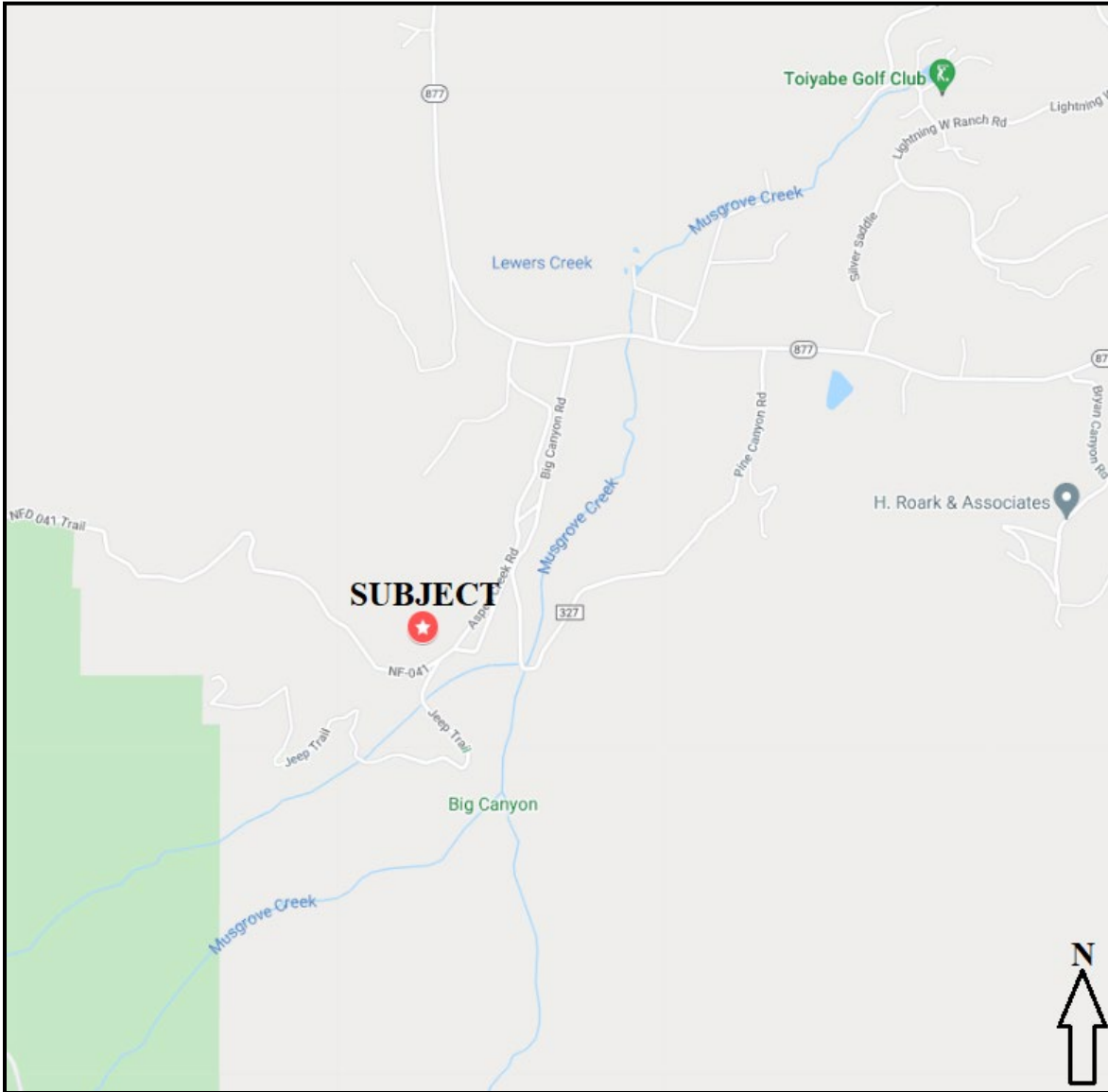


WASHOE VALLEY AREA MAP





NEIGHBORHOOD MAP





WASHOE VALLEY AREA DESCRIPTION

Washoe Valley is situated to the south of the incorporated City of Reno, approximately 16 miles south of the downtown core area and approximately 13 miles north of Carson City. The neighborhood is bounded on the north by the Mount Rose Highway/Geiger Grade (State Route 431 & 341), on the east by the Storey County line, on the south by Carson City and on the west by the Toiyabe National Forest.

The U.S. 395 Freeway, also known as the I-580 Freeway, runs in a north-south direction through Washoe Valley. Interstate 580 is a six-lane, controlled access freeway which provides a bypass for vehicular traffic around the downtown Reno casino and financial core areas. The extension of Interstate 580 from Mt. Rose Highway to the Winter's Ranch in Washoe Valley was completed in 2012. This extension includes a full interchange at the Mt. Rose Highway, as well as within the northern portion of west Washoe Valley. Interstate 580 is the principal connecting link between Reno and Carson City.

South Virginia Street (US 395) is the secondary north-south roadway connecting the Carson City area to the south with Washoe Valley and downtown Reno to the north. Much of the land along South Virginia Street, north of the subject neighborhood is undeveloped, with primary development including a mixed variety of residential, commercial and service oriented uses.

Although the subject neighborhood consists mainly of large tracts of undeveloped land, substantial development has taken place to the north of the subject neighborhood over the last several years. Notable development along the Mt. Rose Highway includes the Galena High School which opened in 1992, and the Galena Junction, a shopping center anchored by Raley's One market, located on the northwest corner of the Mt. Rose Highway and Wedge Parkway. The Saint Mary's at Galena medical facility, as well as a smaller neighborhood shopping center, are located near the southwest corner of Mt. Rose Highway and Wedge Parkway. The northwest corner of South Virginia Street (U.S. 395) and the Mt. Rose Highway (State Route 431) is improved with the Summit Sierra. The Summit Sierra is a lifestyle mall that includes over 70 retail stores, anchored by Dillard's, a movie theatre and several restaurants.

The Steamboat Valley is located south of Geiger Grade and east of the U.S. Highway 395 in the northerly portion of the subject neighborhood. Access to this valley is from U.S. Highway 395, and properties fronting onto this roadway are typically zoned for commercial utilization.



While some commercial development has taken place in this neighborhood, many of the commercially zoned parcels do not have adequate access to U.S. Highway 395 due to the relatively steep topography in the vicinity of the highway. As a result, much of the commercial land in the Steamboat area is currently vacant and unimproved. The balance of the development in Steamboat Valley involves average quality single family residences as well as several mobile home parks.

The Rhodes Road/Andrew Lane area is located off U.S. 395 in the southerly portion of Steamboat Valley and consists of single-family residential development. This area has generally level to gentle topography and includes large lots many of which are improved with custom homes and include horse pasture. Development consists of single-family custom homes located on lots ranging in size from 1 to 10 acres. The Hidden Lakes Development is located off of Andrew Lane and consists of a water ski lake bordered by individual home sites, generally ranging in size from 1.25 acre to 2.5 acres. This is a gated community and involves good quality custom homes. The southeasterly portion of this area has more steeply sloping topography which affords the properties good views of the Sierra Nevada Mountains. The homes in the Rhodes Road/Andrew Lane area are of average to excellent quality and are in average to good condition.

Access to the residential and agricultural development on the west side of Washoe Valley, west of the U.S. 395 Freeway is provided by the old Highway 395. This secondary arterial provides access to Davis Creek Park, as well as Bowers Mansion, and is semi-circular connecting with the U.S. 395 Freeway at the northern and southern ends of Washoe Valley.

In addition to the major roadways, there are a number of secondary streets providing access to the individual developments in the neighborhood. Most of these streets are two lane, two way asphalt paved country roads that are not improved with curbs, gutters or sidewalks. Most of the roadways in the subject neighborhood are in average condition. The largest concentration of development within the subject neighborhood is New Washoe City, which is located on the east side of Washoe Lake in Washoe Valley. Most of the homes in New Washoe City involve average quality residences.

On the west side of Washoe Lake there are several acres of developable land. Western Washoe Valley involves two distinctly different types of development. The eastern portion of western Washoe Valley involves small ranchettes that are generally one to five acres in size.



These sites are generally improved with average to above average quality residences. Many of these sites are required to have specially engineered septic systems due to a high-water table. The ground cover in these areas generally involves pasture grasses, and many residents keep some livestock on site.

The perimeter of western Washoe Valley is the Franktown Road area. Unlike the ranchettes, which have pasture grasses, most of the sites in the vicinity of Franktown Road have moderate forestation involving pine trees and fir trees. Franktown Road involves one acre and larger premier homesites. The Franktown area has been improved with the Lightning “W” Ranch development which is a very good quality residential subdivision involving one to three acre homesites. The development for Lightning “W” Ranch includes larger lot homesites in order to retain the meadows and open space in the in West Washoe Valley area. The Lightning “W” Ranch development includes a championship 18-hole golf course and the Toiyabe Golf Club (formerly Thunder Canyon). Many of the homesites in the Lightning “W” Ranch subdivision are located on the golf course.

The northwestern portion of Washoe Valley is known as Old Washoe City. Old Washoe City has a mixture of residential and commercial utilizations. Most of the commercial uses are located on U.S. Highway 395 and involve retail, restaurants, and other miscellaneous secondary commercial uses. The area between U.S. Highway 395 and Washoe Lake is primarily improved with older, fair to good quality single family residences on one acre or larger parcels. These residences are typically serviced by individual wells and septic systems. Traffic counts in Old Washoe City have decreased substantially due to the extension of Interstate 580 from Mt. Rose Highway to the Winter’s Ranch in Washoe Valley.

Vegetation in the western portion of the subject neighborhood, above the 5,400-foot level, involves coniferous forests with a mixture of pine and fir trees. Below 5,400 feet, the ground cover involves primarily sagebrush, bitterbrush and rabbitbrush. The valley floor has substantial riparian vegetation, especially along perennial streams and in the marshlands surrounding Washoe and Little Washoe Lakes. Large portions of the valley floor also involve agricultural utilizations where the primary ground cover consists of cultivated pasture grasses. While the valley floor pose the lowest threat of erosions, they are subject to major winter flooding and flash floods. As a result, large portions of the subject neighborhood, especially the lower elevations, are considered to be within the 100-year floodplain. Therefore, future development in the low-lying areas of the neighborhood may be restricted due to potential flood hazards.



The Washoe Valley area provides a wide variety of recreational opportunities. The State of Nevada Parks Department operates the Washoe Lake State Park, an 8,053± acre park situated on the southeast shore of Washoe Lake. Washoe Lake State Park is a popular area for hiking, biking, camping, boating, fishing, water sports, picnicking, equestrian activities and enjoying the beautiful views of the nearby Sierra Nevada, Carson and Virginia Mountain Ranges.

The Washoe Parks Department currently operates three facilities within the subject neighborhood. Bowers Mansion, on old U.S. Highway 395 in Washoe Valley, has group recreational and picnic facilities, as well as tours of the old mansion. Davis Creek Park, also located on old U.S. Highway 395, offers year-round campground facilities and nature trails. Situated in the day use area is a small lake that is used for fishing in the summer, if there is ample water, and ice skating in the winter. The Washoe County Parks Department also has a community park on Lakeshore Drive in New Washoe City. Facilities in this park include a baseball field, a playground, restrooms and picnic tables.

The Scripps Wildlife Management Area, managed by the Nevada Department of Wildlife, encompasses Little Washoe Lake and the northern edge of Washoe Lake. The Management Area provides prime nesting ground for migratory and resident water fowl, as well as an ideal habitat for shore and marsh birds. Water fowl hunting is allowed on specific days during the hunting season.

Electricity and natural gas within the subject neighborhood is provided by NV Energy, while telephone service is provided by various carriers. The Truckee Meadows Water Authority provides water service to the neighborhood. The South Truckee Meadows Waste Water Treatment and Water Reclamation facility is located in the northeastern portion of the neighborhood. Around the periphery of the subject neighborhood, water service and sewage disposal are provided by individual wells and septic systems. Natural gas is provided by on-site propane tanks.

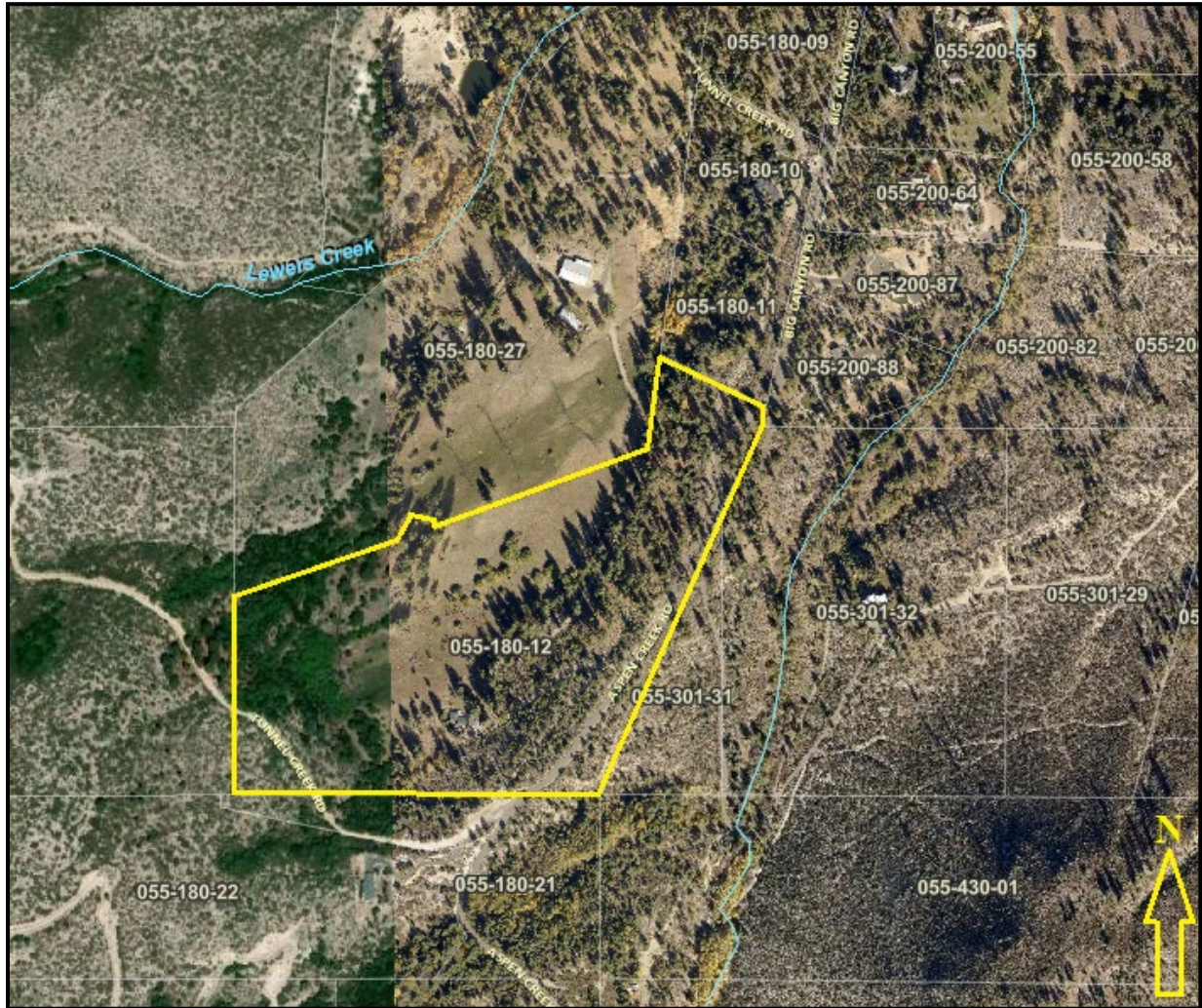
Police protection for the subject neighborhood is provided by the Washoe County Sheriff's Department in the southerly portions of the neighborhood and the Reno Police Department in the northerly portions of the neighborhood. Fire protection is provided by Station 16 of the Truckee Meadow Fire Protection District.



Overall, the subject neighborhood offers a wide variety of recreational amenities including several state and county parks, and a golf course created in conjunction with a very good quality single family residential subdivision. As there are no known inharmonious uses in the subject neighborhood, the area is anticipated to continue to meet with adequate market acceptance.



SUBJECT AERIAL PHOTOGRAPH





SUBJECT PHOTOGRAPHS



**VIEW OF THE SUBJECT'S SINGLE-FAMILY RESIDENCE
FACING SOUTHWEST**



**VIEW OF THE SUBJECT PROPERTY'S AGRICULTURAL LAND
FACING NORTHEASTERLY**



SUBJECT PHOTOGRAPHS



**VIEW OF ASPEN CREEK ROAD FACING SOUTHWEST
IN THE VICINITY OF THE SUBJECT PROPERTY**



**VIEW OF ASPEN CREEK ROAD FACING NORTHEAST
IN THE VICINITY OF THE SUBJECT PROPERTY**



SUBJECT PHOTOGRAPHS



VIEW OF THE SUBJECT'S PRIVATE RESIDENTIAL DRIVEWAY FACING SOUTHWEST



ADDITIONAL VIEW OF THE SUBJECT'S PRIVATE RESIDENTIAL DRIVEWAY FACING SOUTHWEST



SUBJECT PHOTOGRAPHS



VIEW OF THE DECK SITUATED ALONG THE REAR OF THE SUBJECT RESIDENCE FACING EAST (PROPOSED HOMESTEAD ENVELOPE)



VIEW FACING NORTH ACROSS THE PROPERTY FROM THE SUBJECT'S DECK (PROPOSED HOMESTEAD ENVELOPE)



SUBJECT PHOTOGRAPHS



**VIEW OF THE SUBJECT RESIDENCE FACING NORTHWEST
(PROPOSED HOMESTEAD ENVELOPE)**



**VIEW OF THE SUBJECT RESIDENCE FACING NORTHEAST
(PROPOSED HOMESTEAD ENVELOPE)**



SUBJECT PHOTOGRAPHS



**VIEW OF THE SUBJECT RESIDENCE FACING SOUTHEAST
(PROPOSED HOMESTEAD ENVELOPE)**



**VIEW OF THE SUBJECT RESIDENCE FACING SOUTHWEST
(PROPOSED HOMESTEAD ENVELOPE)**



SUBJECT PHOTOGRAPHS



VIEW OF THE SUBJECT RESIDENCE AND THE NORTH PORTION OF THE PROPOSED HOMESTEAD ENVELOPE FACING SOUTHEAST



VIEW FACING EASTERLY ALONG THE NORTH BOUNDARY OF THE SUBJECT'S PROPOSED HOMESTEAD ENVELOPE



SUBJECT PHOTOGRAPHS



**VIEW FACING SOUTHERLY ALONG THE WEST BOUNDARY
OF THE SUBJECT'S PROPOSED HOMESTEAD ENVELOPE**



**VIEW FACING NORTHEASTERLY ACROSS THE SUBJECT'S HISTORIC APPLE
ORCHARD WEST OF THE SUBJECT'S PROPOSED HOMESTEAD ENVELOPE**



SUBJECT PHOTOGRAPHS



VIEW FACING NORTHERLY ALONG A GRADED ROAD WHICH PROVIDES ACCESS TO THE EAST PORTION OF THE SUBJECT PROPERTY



VIEW OF THE ENTRANCE GATE TO THE SUBJECT'S EAST ROAD FACING NORTHERLY



SUBJECT PHOTOGRAPHS



**ADDITIONAL VIEW OF THE SUBJECT'S GRADED
EAST ROAD FACING NORTHERLY**



VIEW FACING SOUTHWESTERLY ACROSS THE SUBJECT PROPERTY



SUBJECT PHOTOGRAPHS



VIEW FACING NORTHEAST ACROSS THE SUBJECT'S PROPOSED ACCESSORY ENVELOPE ON THE NORTHEAST PORTION OF THE PROPERTY



ADDITIONAL VIEW FACING NORTHEAST ACROSS THE SUBJECT'S PROPOSED ACCESSORY ENVELOPE



SUBJECT PHOTOGRAPHS



VIEW FACING WESTERLY ACROSS THE EAST BOUNDARY OF THE SUBJECT'S PROPOSED ACCESSORY ENVELOPE



VIEW FACING NORTHWEST ACROSS THE EAST PORTION OF THE SUBJECT'S PROPOSED ACCESSORY ENVELOPE



SUBJECT PHOTOGRAPHS



**VIEW FACING SOUTHWEST ACROSS THE SUBJECT PROPERTY
TAKEN IN THE VICINITY OF THE SUBJECT'S NORTHEAST PROPERTY CORNER**



**VIEW FACING SOUTHWEST ALONG THE SUBJECT'S NORTH PROPERTY LINE
TAKEN IN THE VICINITY OF THE SUBJECT'S NORTHEAST PROPERTY CORNER**



SUBJECT PHOTOGRAPHS



**VIEW FACING SOUTHWEST ACROSS THE SUBJECT'S PASTURE LAND
ON THE NORTH PORTION OF THE PROPERTY**



**VIEW FACING SOUTHERLY ACROSS THE SUBJECT PROPERTY
FROM THE NORTH PORTION OF THE PROPERTY**



SUBJECT PHOTOGRAPHS



**VIEW FACING NORTHEASTERLY ALONG A PORTION
OF THE SUBJECT'S NORTH PROPERTY LINE**



VIEW FACING SOUTHEAST ACROSS THE SUBJECT PROPERTY



SUBJECT PHOTOGRAPHS



VIEW FACING NORTHEASTERLY ACROSS THE SUBJECT PROPERTY WITH FILTERED VIEWS OF WASHOE LAKE



VIEW OF THE SUBJECT PROPERTY'S POND FACING NORTHWEST ON THE WEST-CENTRAL PORTION OF THE PROPERTY



SUBJECT PHOTOGRAPHS



**VIEW OF THE SUBJECT PROPERTY'S POND FACING SOUTHWEST
ON THE WEST-CENTRAL PORTION OF THE PROPERTY**



**VIEW OF THE SUBJECT'S IRRIGATION STREAM FACING NORTHERLY
ON THE WEST-CENTRAL PORTION OF THE PROPERTY**



SUBJECT PHOTOGRAPHS



VIEW FACING EASTERLY ALONG THE SUBJECT'S SOUTH PROPERTY LINE



VIEW FACING WESTERLY ALONG THE SUBJECT'S SOUTH PROPERTY LINE



SUBJECT PHOTOGRAPHS



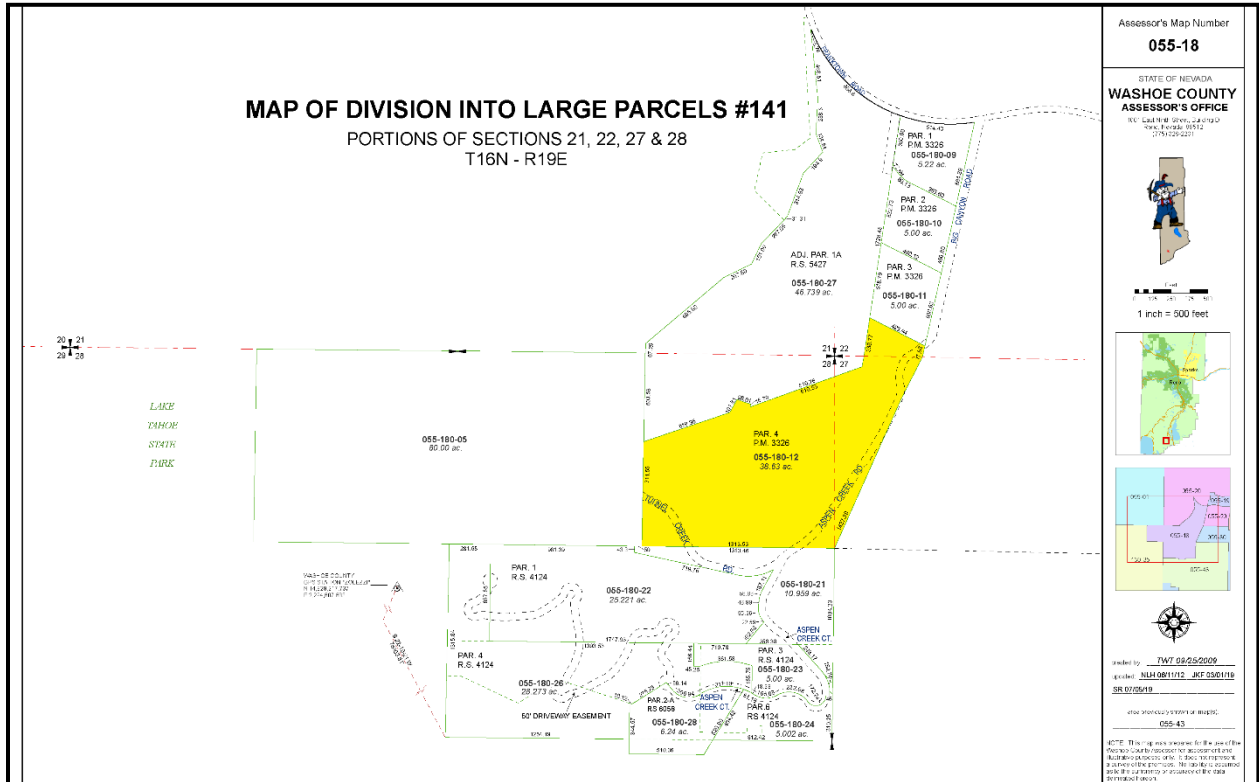
**VIEW FACING NORTHWEST ALONG THE DIRT ACCESS ROAD
SITUATED ON THE FAR SOUTHWEST PORTION OF THE PROPERTY**



**VIEW FACING NORTHEAST ACROSS THE SUBJECT FROM THE
VICINITY OF THE SUBJECT'S SOUTHWEST PROPERTY CORNER**



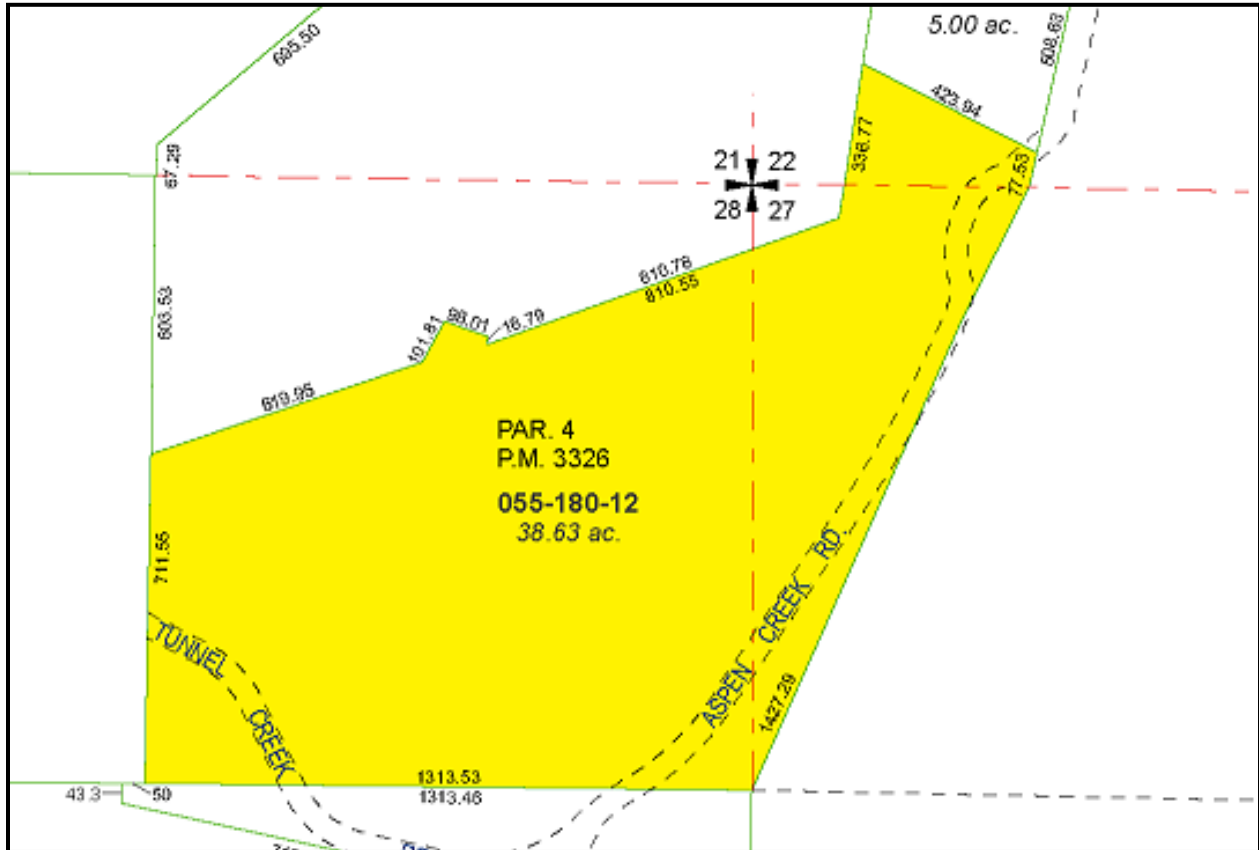
**ASSESSOR'S PARCEL MAP
 (A.P.N. 055-180-12)**



Total Land Area: 38.63± Acres



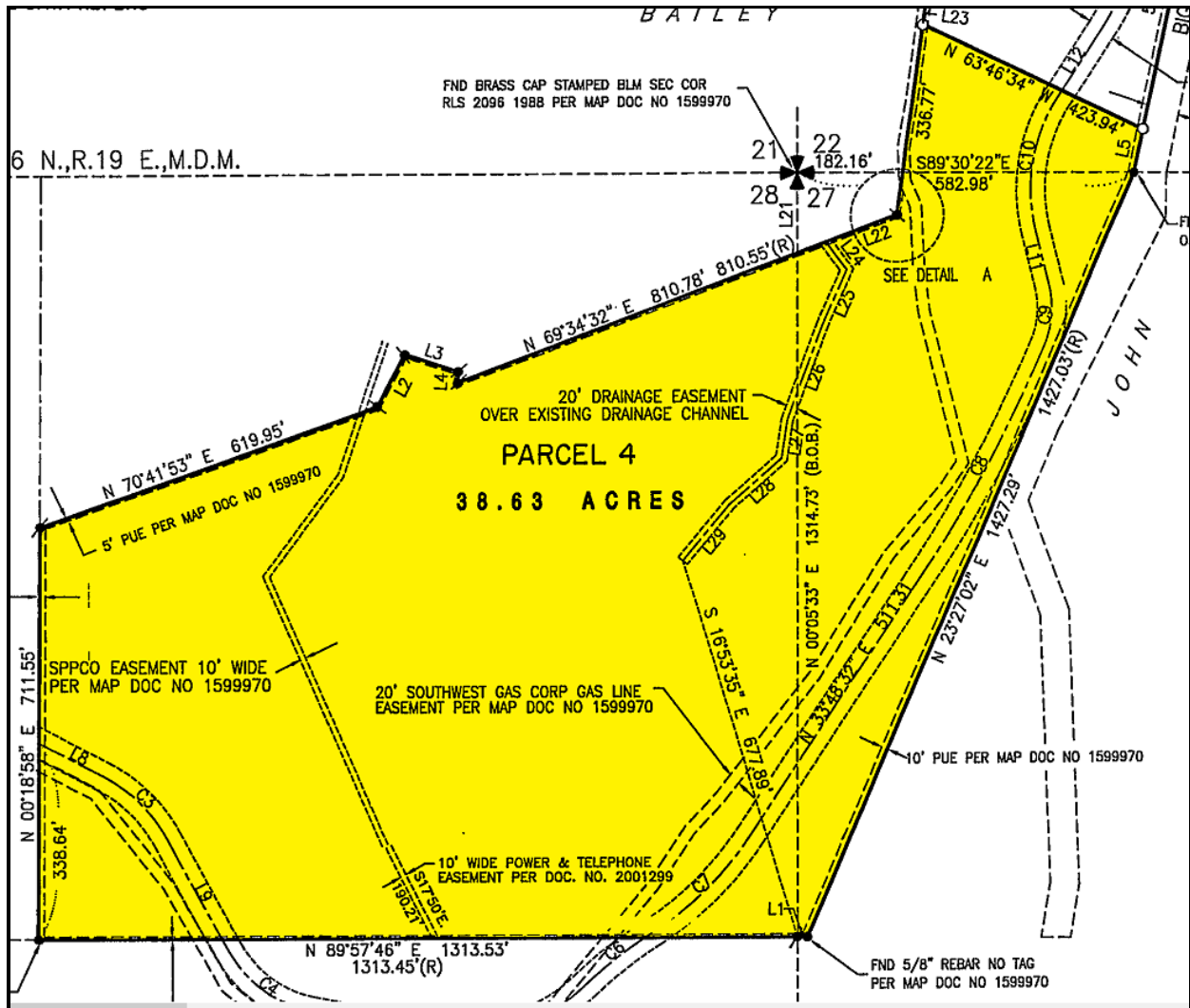
ASSESSOR'S PARCEL MAP (Enlarged)
(A.P.N. 055-180-12)



Total Land Area: 38.63± Acres

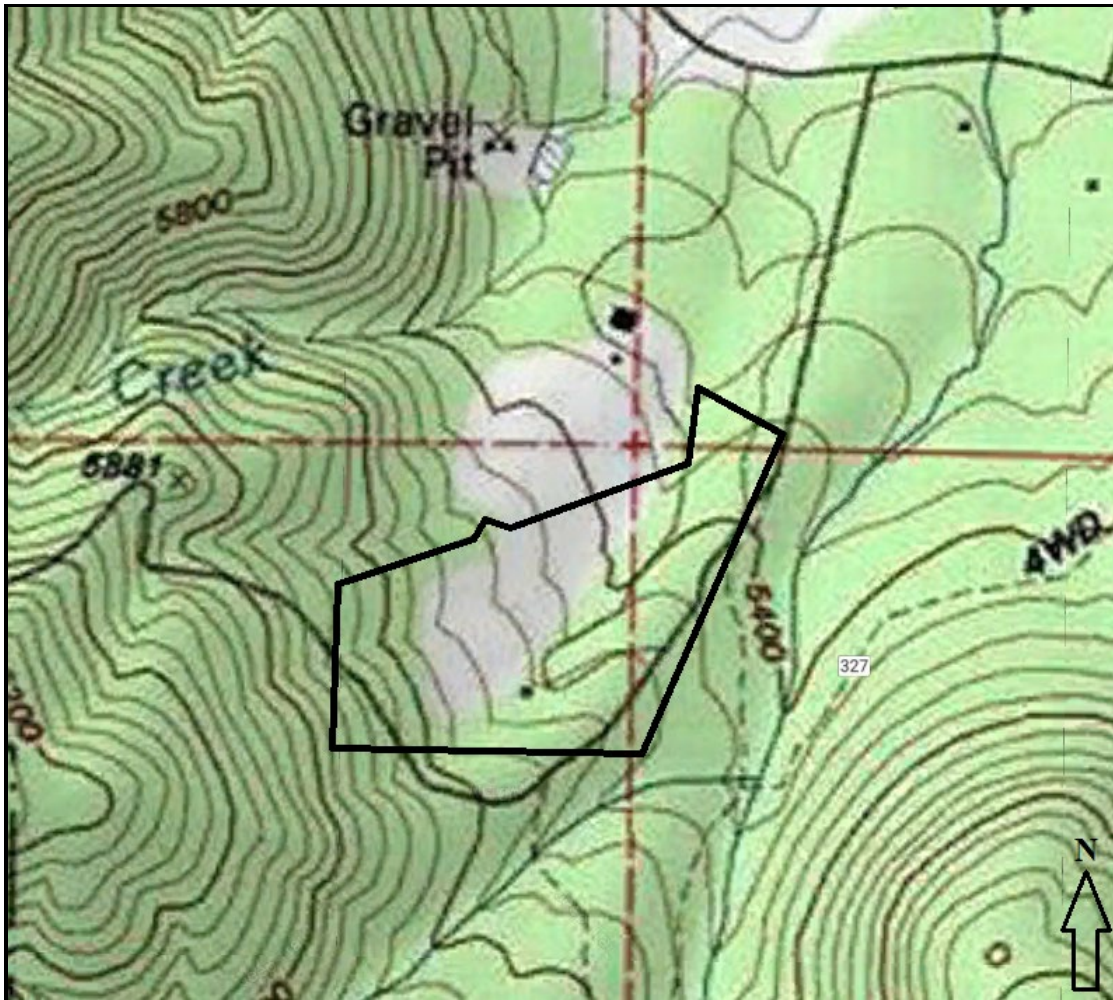


ENLARGED RECORDED SUBJECT PARCEL MAP 3326



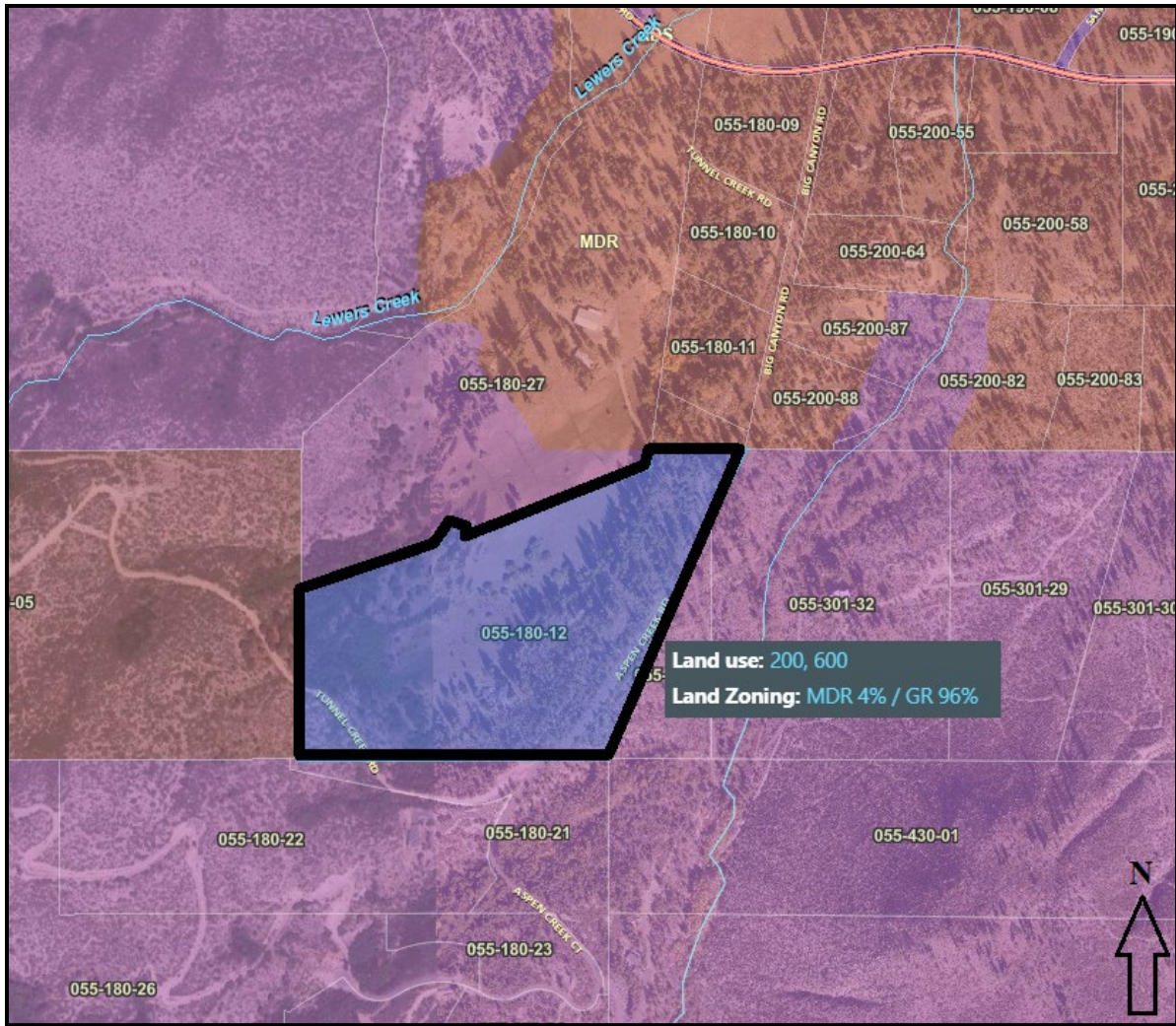


SUBJECT TOPOGRAPHIC MAP





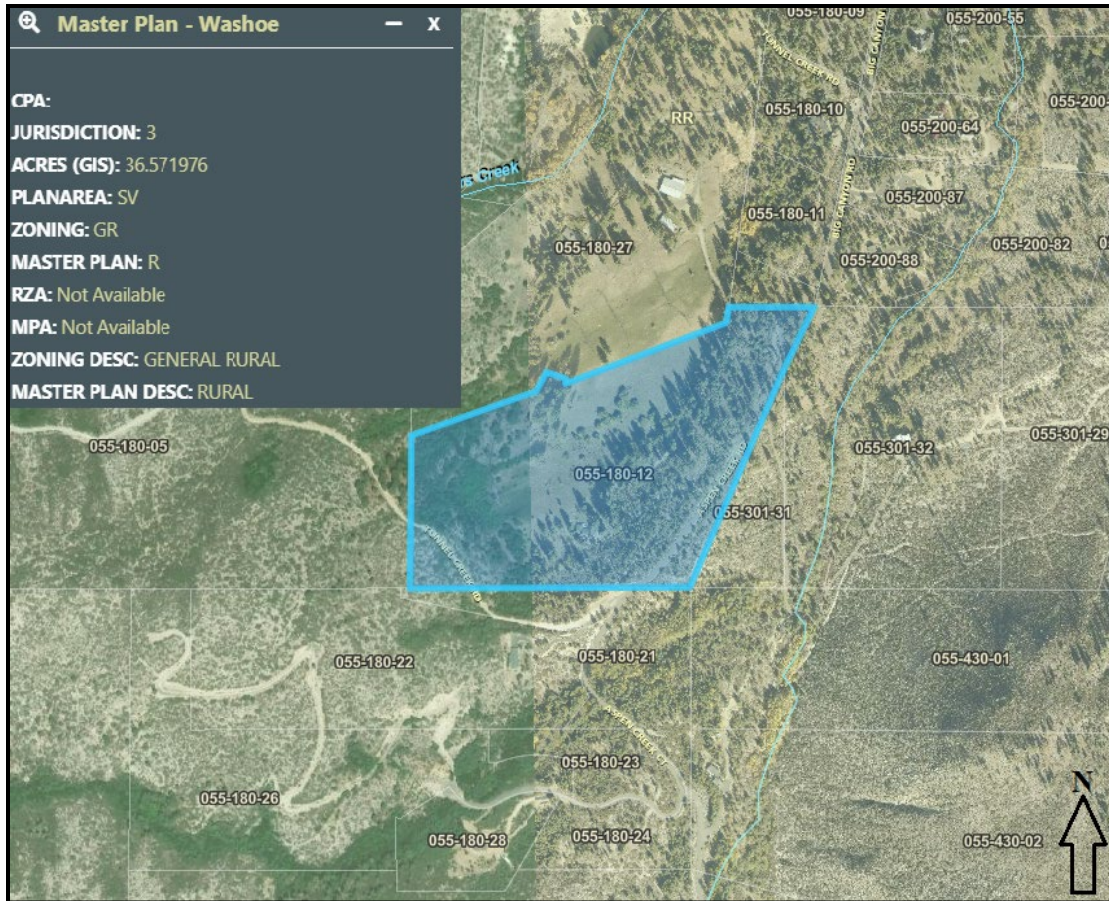
WASHOE COUNTY ZONING MAP



Washoe County - Zoning Designation
MDR 4% (Medium Density Rural) & GR 96% (General Rural)



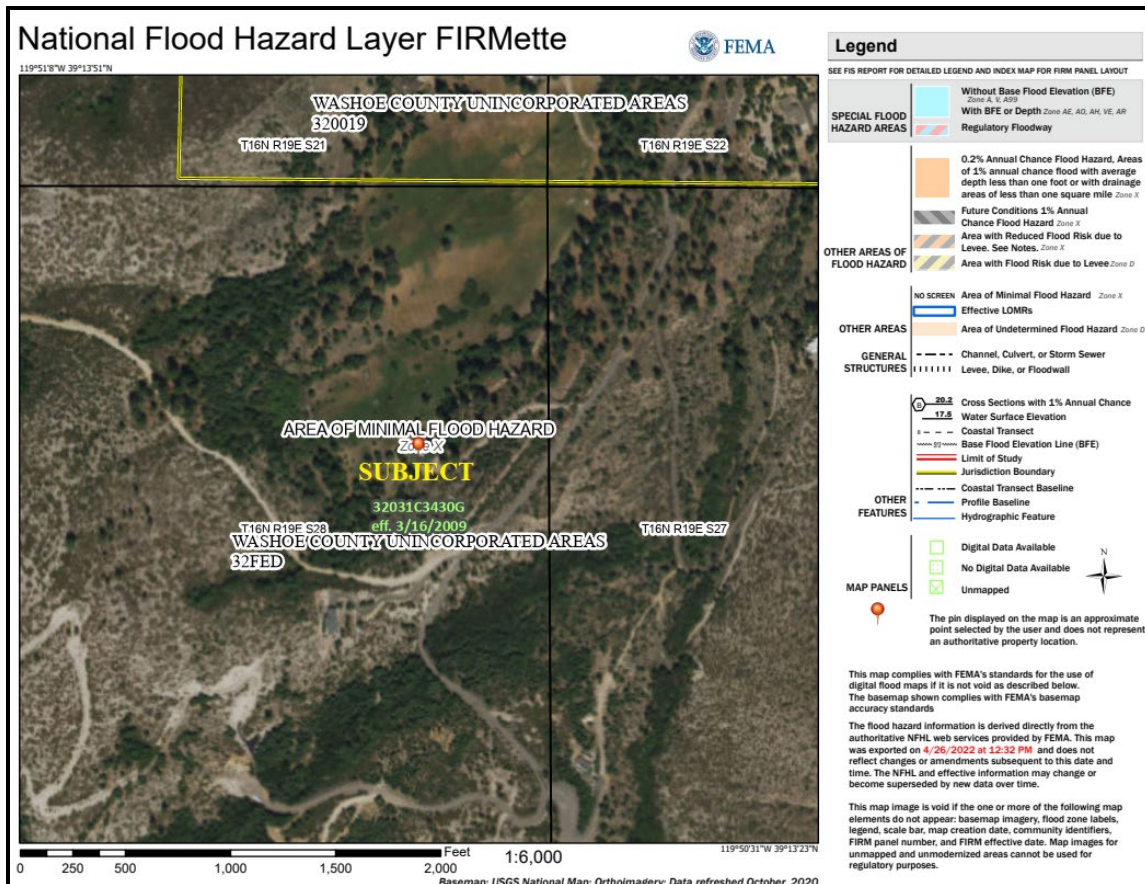
WASHOE COUNTY MASTER PLAN MAP



Washoe County - Master Plan Designation
R (Rural)



SUBJECT FLOOD ZONE MAP



**Subject Located In Flood Zone "X" (Unshaded), Minimal Flood Hazard
Federal Emergency Management Agency's Flood Insurance Rate Map
Community Panel Number 32031C3430G
Effective Date: March 16, 2009**

C and X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.
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PROPERTY IDENTIFICATION AND SITE DESCRIPTION

Property Summary	
Property Type	38.63± Acres of Agricultural Land with Residential Improvements
Property Address	7003 Aspen Creek Road, Washoe Valley, Washoe County, Nevada
Assessor's Parcel Number	055-180-12
Owner of Record	Nevada Land Trust
Land Area	*38.63± Acres (1,682,723± Square Feet)
Improvements	1,255± SF Single-Family Residence, 698± SF Apartment, 686± SF Attached Garage, & Good Quality Agricultural Fencing
Washoe County Master Plan	R (Rural)
Washoe County Zoning	MDR (Medium Density Rural 4%) & GR (General Rural 96%)

* The above land area is based upon the Washoe County Assessor's Map presented previously in this report and is assumed to be correct.

Shape

The west half of the subject property is basically rectangular in shape. The east half of the subject property is long, semi-irregular, and narrow in shape towards the north property line. Overall, the subject site is irregular in shape.

Access

The subject property is primarily accessed via Aspen Creek Road, a two-way, asphalt-paved residential access road. It is noted that the subject's access road originates at the south portion of Big Canyon Road just to the south of Franktown Road, a two-way, two-lane, asphalt paved roadway. Franktown Road is an arterial roadway for the Washoe Valley area and is located 0.30± miles north of the subject property. The subject property is also accessed via a dirt roadway which travels in a northerly/southerly direction through the east portion of the property just west of the property's east property line. This dirt road is rough in areas due to erosion that has occurred from the various spring snow melts and perception runoff over the years. It is also noted that the subject is accessed via a secure gate at the north end of Big Canyon Road which is felt to enhance the privacy and seclusion of the property. Overall, the subject is felt to have average to good access.



Legal Description

Parcel 4 as shown on Parcel Map No. 3326 for Edward D.S. Sullivan, filed for record in the Office of the Washoe County Recorder, State of Nevada on April 29, 1998, as Page 3326, as File No. 2204958, Official Records.

Subject Zoning & Master Plan Designations

Washoe County Zoning Designation	Washoe County Master Plan Designation
MDR (Medium Density Rural 4%) & GR (General Rural 96%)	R (Rural)

According to the Washoe County Development Code, 4% of the subject property is zoned MDR (Medium Density Rural) and 96% of the subject property is zoned GR (General Rural).

MDR (Medium Density Rural) – The Medium Density Rural (MDR) Regulatory Zone is intended to preserve areas where agriculture, grazing and/or open space predominate. Single-family, detached residences in this area are generally on (5)-acre lots and have limited public services and facilities available. Multi-family residences are not appropriate, but single-family homes may be clustered to retain open space and agricultural uses. The maximum number of dwelling units that may be located in this regulatory zone is one (1) unit per five (5) acres. The minimum lot area in this regulatory zone is four (4) acres.

GR (General Rural) – The General Rural Regulatory Zone is intended to identify areas that are;

1. Remote and will have no or very low-density development (i.e. one (1) dwelling unit per forty (40) acres),
2. Remote but where unique developments may occur (e.g. destination resorts).
3. Suitable for more intensive resource extraction, including energy production, and
4. Suitable for large scale agricultural and/or grazing operations. This regulatory zone identifies areas that may have one or more of the following characteristics:
 - a. Floodplains
 - b. Potential Wetlands
 - c. Slopes
 - d. Public Ownership
 - e. Remote Location Lacking Infrastructure



- f. Agriculture and Grazing
- g. Resource Extraction and Energy Production
- h. Conservation of Natural Resources and Open Space

Master Plan

R (Rural) – The Rural Master Plan category is intended for areas of the County that are remote, have minimal infrastructure, contain significant amounts of open spaces, and which are suitable for commercial agricultural and grazing uses, extraction industries, natural resource conservation, energy production, rural commerce, and large lot residential uses.

Utilities/Public Services

Utility & Public Service	Provider
Electricity	NV Energy
Gas	Propane
Telephone/Cable/Internet	Various Providers
Water	Truckee Meadows Water Authority
Sewer	Septic System
Waste Disposal	Waste Management
Fire Protection	Truckee Meadows Fire District
Police Protection	Washoe County Sheriff's Office

Seismic Zone

The majority of northern Nevada, including Washoe County, is located in a Seismic Risk Zone 3. This zone encompasses areas which have a number of local faults and where there is a relatively strong probability of moderate to strong seismic activity. *The Uniform Building Code* does require special construction techniques as a result of earthquake hazards. Additionally, plans for residential and commercial buildings are typically reviewed by a structural engineer in order to assess earthquake hazards.

For the purposes of this analysis, it is being assumed that the subject property is not impacted by earthquake hazards to a greater degree than is typical for the subject neighborhood.

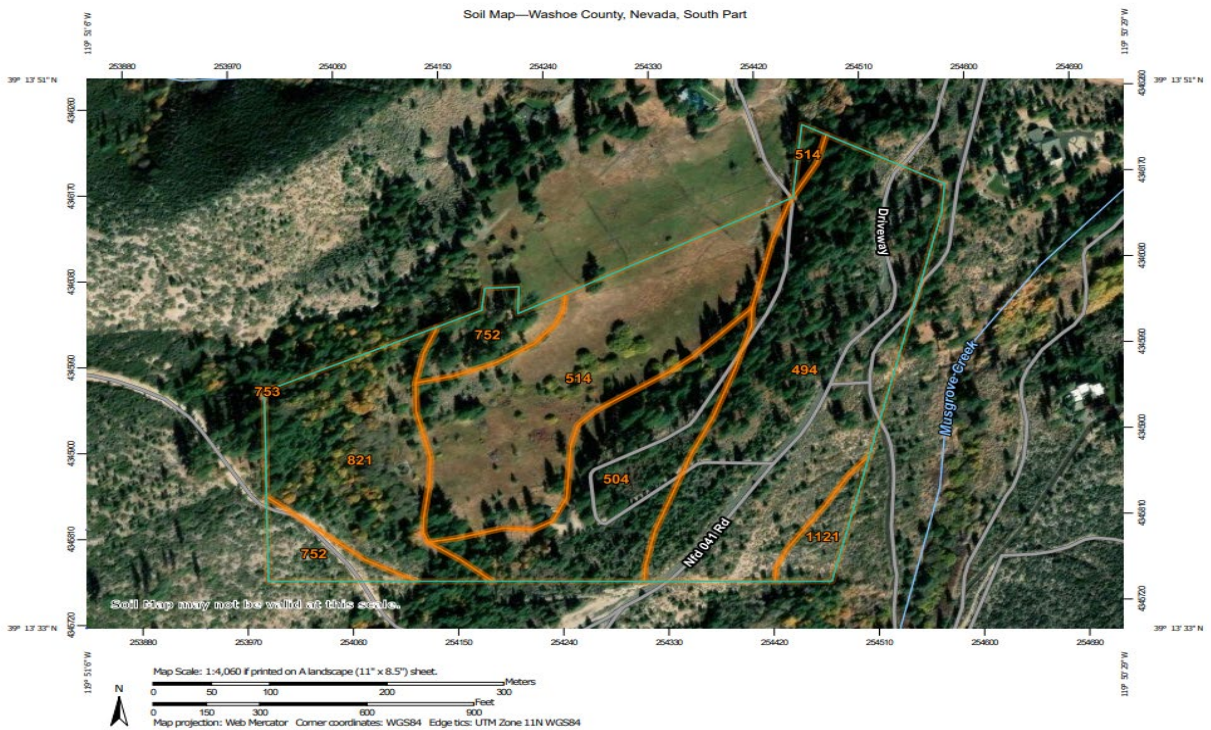
Hazardous Substances

The standard on-site inspection of the subject property did not reveal any readily apparent evidence which would suggest the presence of contaminants or hazardous wastes on the subject property. The reader is cautioned that these appraisers are not qualified to confirm or deny the existence of environmental contamination on the subject parcel.



SOILS

According to the USDA Natural Resources Conservation Service Web Soil Survey, the subject property has a variety of soil classifications. According to the map, approximately 11.1± acres involve land which is considered to be farmland of statewide importance if irrigated, the balance of the property is classified as not prime farmland. The USDA Web Soil Survey map for the subject property is set forth following.



Natural Resources Conservation Service

Web Soil Survey
 National Cooperative Soil Survey

4/26/2022
 Page 1 of 3

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
494	Graufels gravelly loamy coarse sand, 4 to 8 percent slopes	14.7	34.3%
504	Mottsville sand, 8 to 15 percent slopes	6.5	15.1%
514	Settlemyer gravelly loam, 2 to 4 percent slopes	11.1	25.8%
752	Toiyabe-Corbett-Rock outcrop association, moderately steep	2.9	6.7%
753	Toiyabe-Corbett-Rock outcrop association, steep	0.0	0.0%
821	Marla loamy sand, 0 to 4 percent slopes	6.8	15.8%
1121	Apmat gravelly sandy loam, 2 to 8 percent slopes	1.0	2.3%



Topography

The subject property involves downsloping topography from southwest to northeast. The subject property ranges in total elevation from a low of 5,400± feet above sea level to a high of 5,881± feet above sea level. It is noted that the southwest portion of the subject property, which is situated at approximately 5,881± feet of elevation, involves steep sloping topography. The southcentral portion of the subject property, which is where the single-family residence is situated, involves level to sloping topography.

Overall, the subject property is felt to have downsloping topography from southwest to northeast.

Views

The subject property involves elevated filtered forest views of the surrounding area including Washoe Lake which are felt to be desirable.

Vegetation

The central portion of the subject property involves irrigated meadow land with moderately sloping topography. The remainder of the property is forested with pine trees, native grasses, and alpine vegetation. It is noted that there is a historic apple orchard located to the west of the subject's residence.

Easements Encumbrances & Restrictions

We were not provided with a Preliminary Title Report for the subject property. Based upon a review of Recorded Parcel Map #3326, the subject appears to be encumbered with utility, drainage, power, and access easements. The reader is referred to pages 29 and 30 of this report for a map depicting the location of the easements encumbering the subject property.

According to the client, the property is planned to be purchased subject to a proposed Conservation Easement.

The following section of this report sets forth a summary of the proposed Conservation Easement planned to encumber the subject property. The proposed Conservation Easement's impact on value pertaining to the subject property will be discussed in the highest and best use section of this report. The proposed Conservation Easement will be included in the addenda of this report for the readers reference.



SUMMARY OF PROPOSED CONSERVATION EASEMENT

The following is an abbreviated description of both the restrictions and the authorized uses of the proposed Conservation Easement which is planned to encumber the subject property. The proposed Conservation Easement is included in the addenda of this report for the readers reference.

Conservation Easement and Purpose

“NOW, THEREFORE, for the reasons given, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns, and Grantee hereby accepts, a perpetual easement for conservation, as provided in NRS Section 111.410, consisting of the rights and restrictions enumerated herein, over and across the Property, for the purpose of conserving and forever maintaining the natural, scenic, and open-space character of the Property as well as preserving the availability of portions of the Property for agricultural use.

The purpose of the proposed Conservation Easement is to ensure that the property will be retained forever in its natural condition and to prevent any use of the property that will impair or interfere with the “Conservation Values” of the property.

Prohibited Uses

Any activity on or use of the subject property inconsistent with the conservation purpose of the proposed Conservation Easement is prohibited. The following uses have been explicitly prohibited on the subject property in the proposed Conservation Easement.

- Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities;
- Use of off-road vehicles and use of any other motorized vehicles, except on existing roadways and for land-management activities that are consistent with the Conservation Purpose;
- Agricultural, forestry and other land-management activity of any kind, except those conducted in accordance with a Grantee-approved land management plan;
- Commercial or industrial uses other than permitted agricultural, recreational, educational, and scientific activities;



- Any legal or de facto division, subdivision, or partitioning of the Property and any separate sale of any portion of the Property apart from the Property as a whole;
- Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind (other than signs that provide statutory notices prohibiting trespass, use, taking of wildlife, vandalism, and similar language that notifies the public about the Conservation Values of the Property), except as provided in Section 4;
- Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;
- Planting, introduction or dispersal of non-native or exotic plant or animal species unless otherwise approved in advance by Grantee;
- Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;
- Altering the surface or general topography of the Property, including building of roads, except for minimally disruptive measures that are necessary to restore the habitat for the Conservation Purpose intended herein;
- Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law or as otherwise approved in advance by Grantee for (1) fire breaks; (2) maintenance of existing foot trails or roads; (3) prevention or treatment of disease or to respond to a threat to personal safety; or (4) removal, abatement, or management of non-native or invasive plant species; and
- Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

Reserved Rights

“Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the Conservation Purpose of, this Conservation Easement”.



Structures and Improvements

According to the proposed Conservation Easement, there are two building envelopes which have been designated on the subject property.

The first Building Envelope is referred to as the “Homestead Envelope”. This Building Envelope is 1± acre in size and surrounds the current residence/apartment unit and is generally located on the south-central portion of the property. The second Building Envelope is referred to as “Accessory Envelope 1”. This Building Envelope is 1.3± acres in size and is located near north the entrance of the property on the north portion of the parcel. The third Building Envelope is identified as “Accessory Envelope 2” and contains 0.1± acres of land area. This property is located a short distance northeast of the residential homestead.

Although the boundaries of the Building Envelopes have been designated, if either such set of boundaries is not reasonably feasible for permitted residential or other permitted development, then, prior to the commencement of any construction or alteration of the land, the adjusted boundaries of the applicable Building Envelope shall be proposed by Grantor for review and approval by Grantee. The adjusted Building Envelope may not increase in size and must provide equal or greater protection of the Conservation Values of the Property.

It is noted that the subject property is currently improved with a 1,255± square foot single-family residence and a 698± square foot apartment unit constructed in 1977.

According to the proposed Conservation Easement, “Grantor may maintain, repair, reasonably enlarge, and replace any of the Property’s existing structures and improvements.” This includes but is not limited to existing buildings, sheds, fences, utilities, and other improvements, or subsequently constructed improvements erected pursuant to the terms of this Easement, in their current locations or within the applicable Building Envelope.

The subject’s existing residence and apartment unit combine for a total gross living area of 1,953± square feet which is much smaller than the typical residential developments in the immediately surrounding neighborhood. Under the terms of the Conservation Easement, the total footprint of all new structures in the “Homestead Envelope” and the “Accessory Envelope 1” shall be no more than 10,000 square feet (with height allowances in accordance with the local zoning requirements). Under this provision, two-story structures could double the size of the footprint to 20,000 square feet. This provision should allow a purchaser of the subject property



to construct an excellent quality residence which would be consistent with the typical market demand in the area.

New improvements/utilities within the “Homestead Envelope” and “Accessory Envelope 1” are permitted under the following terms and conditions and subject to prior written notice to Grantee.

- Barns
- Equipment Sheds
- Residential Dwellings
- Bunkhouses
- 1 New Septic System
- Underground Utilities

New improvements/utilities within “Accessory Envelope 2” are permitted under the following terms and conditions and subject to prior written notice to Grantee.

- Agricultural Improvements
- Research-Related Structures
- Temporary/Seasonal Housing Structures
- Underground Utilities

According to the proposed Conservation Easement, “Any agricultural, recreational, scientific, or education-related structure or improvement to be located outside the Building Envelopes may be constructed only with prior written approval of Grantee, in its sole and absolute discretion. Further, structures or improvements may only be constructed outside of the Building Envelopes if they neither individually nor collectively have an adverse impact on the Conservation Values.”

Fencing

Grantor may install temporary fences (i.e., of a type and style that is intended to be transitory, such as thread-in or step-on posts, etc.) for purposes of reasonable and customary management and protection of livestock, and wildlife, and the reasonable and customary security of the residences and other improvements on the Property.

With prior written notice to Grantee, new fences may be built for purposes of permitted agricultural operations; reasonable and customary management of livestock and wildlife; and the reasonable and customary security of the residences and other improvements on the Property,

including but not limited to construction of a fence(s) around the perimeter of the Property or portions of the perimeter to prevent trespass.

Roads and Trails

Grantor may access, use, maintain, and repair all existing roads, pathways, and trails in their current locations.

Except for existing paved surfaces, no portion of the property is permitted to be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, unless prior written approval is obtained from Grantee.

According to the proposed Conservation Easement, “Grantor may, with Grantee’s prior written approval, in its reasonable discretion, construct a new road along the southern boundary of the Property in order to connect two ends on the Property to an existing access road, as generally depicted on Exhibit B; provided that the proposed area of such new road shall be carefully assessed to avoid, to the extent reasonably feasible, potential erosion and other adverse impacts to Conservation Values.” It is noted that Exhibit B is set forth in the following section of this report for the readers reference.

Discussion of Additional Easements

According to the proposed Conservation Easement, “Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee.”

General Terms and Conditions Summarized

The proposed Conservation Easement is intended to run with the land in perpetuity. According to the proposed Conservation Easement, “Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer.”

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any



portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions.

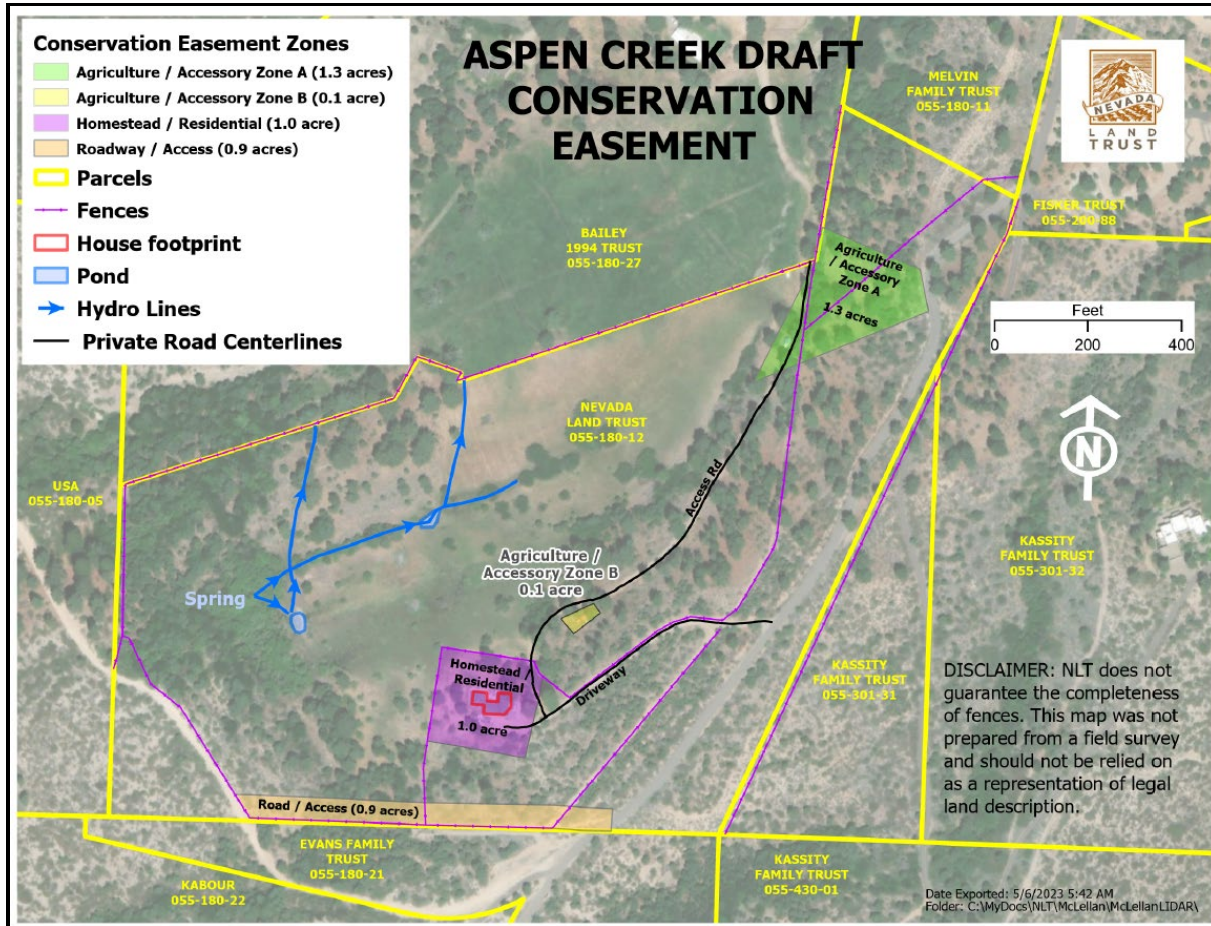
It is further noted that the grantee shall give the grantor thirty days written notice of a violation of this proposed easement. The intention of the parties is that the proposed conservation purposes of this easement shall be carried out forever, notwithstanding economic or other hardship or changed conditions of any kind. Upon subsequent transfer of ownership, the grantee may assign its rights and obligations under this proposed easement only to an organization that is a qualified organization at the time of transfer.

The Conservation Easement does not convey a general right of access to the public.

The declarant and the owner each agree to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which the declarant or owner divests itself of any interest in all or any portion of the property, including without limitation a leasehold interest.



MAP OF PROPOSED CONSERVATION EASEMENT (EXHIBIT B)



*The subject’s property’s boundaries are outlined in red for the readers reference and have been approximated. It is noted that the draft Conservation Easement map set forth above has been issued to this appraisal firm via the client. All dimensions and physical attributes of this map are assumed to be accurate, reasonable, and correct.



Surrounding Development

The subject is bounded on the west by the Sierra Nevada Mountain Range, to the north by Franktown Road, on the east by mountainous open space and Washoe Lake, and to the south by forested land.

Is noted that the subject property is situated in the Carson Range of the Sierra Nevada Mountains in the southwest corner of Washoe Valley. The property is surrounded by upscale rural residential developments, rural residential lots on 5± acre to 50± acre parcels, and U.S. Forest Service land which borders the subject property to the west.

Overall, the subject property is surrounded by upscale rural residential developments, rural residential lots, and U.S. Forest Service land and is located in the Franktown area which is desirable.

Water Rights

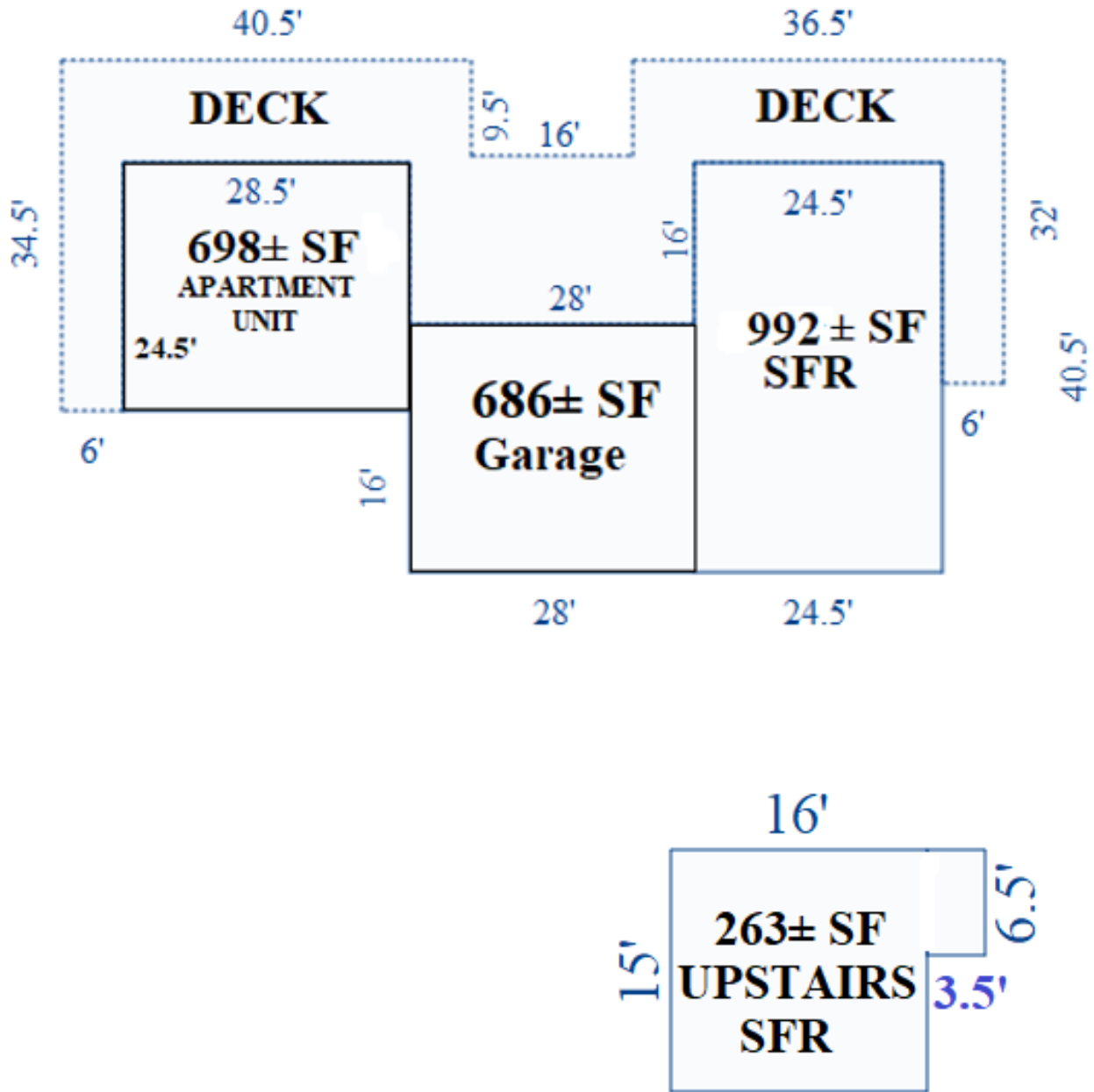
The subject property involves water rights which come from the Lewers Creek Decree identified under Proof No. 02771 whose sources include flowing springs located on and off the subject. The subject's water rights are identified as meadow pasture surface water rights which are utilized for surface irrigation purposes. The subject's water rights involve a duty of four/acre feet per water righted acre. It is noted that approximately half of the subject property involves water righted land.

Subject Sales History

The subject property was gifted from the Lynn McLellan Trust to the Nevada Land Trust on September 15, 2022, for \$1,250,000. The grantor transferred the property to the Nevada Land Trust at a reduced price as a charitable gift. It was anticipated at the time of the transfer that the grantor would subsequently take a non-cash charitable deduction for the difference between the transfer price and the Market Value of the property on the date of transfer. It is these appraisers understanding that the subject property has not been listed for sale in recent years.



SUBJECT FLOOR PLAN



SINGLE-FAMILY RESIDENCE – 1,255± SQUARE FEET LIVING AREA
APARTMENT UNIT – 698± SQUARE FEET LIVING AREA

TOTAL LIVING AREA (SFR AND APARTMENT COMBINED) 1,953± SQUARE FEET



SUBJECT RESIDENCE INTERIOR PHOTOGRAPHS



**VIEW OF THE SUBJECT RESIDENCE FACING
SOUTHWESTERLY**



**VIEW OF THE SUBJECT RESIDENCE FACING
NORTHWESTERLY**



SUBJECT INTERIOR PHOTOGRAPHS



VIEW OF THE SUBJECT'S LIVING ROOM



VIEW FACING NORTH OUT THE SUBJECT'S LIVING ROOM WINDOW



SUBJECT INTERIOR PHOTOGRAPHS



VIEW OF THE SUBJECT'S KITCHEN



ADDITIONAL VIEW OF THE SUBJECT'S KITCHEN



SUBJECT INTERIOR PHOTOGRAPHS



VIEW OF THE SUBJECT'S GUEST BATHROOM



VIEW OF THE SUBJECT'S OFFICE



SUBJECT INTERIOR PHOTOGRAPHS



VIEW OF THE MASTER BEDROOM INSIDE THE SUBJECT RESIDENCE



VIEW OF THE MASTER BATHROOM INSIDE THE SUBJECT RESIDENCE



SUBJECT INTERIOR PHOTOGRAPHS



VIEW OF THE SUBJECT'S HALLWAY/STORAGE AREA



VIEW OF THE SUBJECT'S GARAGE



SUBJECT INTERIOR PHOTOGRAPHS



VIEW OF THE SUBJECT'S APARTMENT UNIT ATTACHED TO THE GARAGE



VIEW OF THE BATHROOM IN THE SUBJECT'S APARTMENT UNIT



SUBJECT INTERIOR PHOTOGRAPHS



VIEW OF THE LIVING ROOM INSIDE THE SUBJECT'S APARTMENT UNIT



VIEW OF THE KITCHEN INSIDE THE SUBJECT'S APARTMENT UNIT



Subject Residence

Year Built	1977
Total Living Area	1,255± Square Feet
Foundation	Concrete/Concrete Block
Exterior walls	Log/Wood Frame
Roof cover	Composition Shingles, Metal Rain Gutters
Windows	Aluminum Frame, Dual Pane
Heat	Forced Air Heat, Propane & Wood Stove
Hot Water	Hot Water Heater, Gas
Bedroom/Bath	2 Bedrooms and 2 Full Bathrooms

The above living area is based upon measurements taken by these appraisers on the date of inspection.

Interior Walls	Mixture of sheetrock which has been taped, textured and painted
Kitchen	Formica Counter Tops, Vinyl Flooring, Painted Wood Cabinets, Stainless Steel Sink, Refrigerator, Convection Oven, and Gas Stove Range
Bathrooms	Vinyl Flooring, Formica Counter Tops, Enclosed Shower Stall, Tub Shower, Porcelain Sinks
Interior Flooring	Mixture of Wall-to-Wall Carpeting and Vinyl Flooring
Windows	Aluminum Frame, Dual Pane
Wood Burning Stove	1 Large Wood Burning Stove



Subject Apartment

Year Built	1977
Total Living Area	698± Square Feet
Foundation	Concrete/Concrete Block
Exterior walls	Log/Wood Frame
Roof cover	Composition Shingles, Metal Rain Gutters
Windows	Aluminum Frame, Dual Pane
Hot Water	Hot Water Heater, Gas
Bedroom/Bath	1 Bedrooms and 1 Full Bathroom

The above living area is based upon measurements taken by these appraisers on the date of inspection.

Interior Walls	Mixture of sheetrock which has been taped, textured and painted
Kitchen	Formica Counter Tops, Vinyl Flooring, Painted Wood Cabinets, Single Basin Sink, Convection Oven, and Gas Stove Range
Bathrooms	Vinyl Flooring, Formica Counter Tops, Tub Shower, Porcelain Sink
Interior Flooring	Vinyl Flooring
Windows	Aluminum Frame, Dual Pane



TAX AND ASSESSMENT DATA
2022-2023 Assessment Year

Tax Information				
Assessed Year:	2023	Assessed Value:	\$139,417	Market Total Value:
Tax Year:	2022	Land Value:	\$93,201	Market Land Value:
Tax Area:	4000	Improvement Value:	\$46,216	Market Imprv Value:
Property Tax:	\$3,238.14	Improved %:	33.15%	Market Imprv %:
Exemption:		Delinquent Year:		

Under Nevada State Law, the Washoe County Assessor’s Office is required to estimate the taxable value of land based upon its current utilization. The Assessor's Office estimates the replacement cost new of the improvements utilizing of *Marshall Valuation Service* and deducts straight-line depreciation at 1.5% per year to arrive at an estimate of the taxable value of the improvements. A 35% assessment ratio is then applied to the taxable value of the property to arrive at its assessed value.

Summary

The subject property is located at 7003 Aspen Creek Road in Washoe Valley, Washoe County, Nevada. The subject is further situated 1.4± miles west and 0.29± miles south of the South Franktown Road and State Route 429 (Old U.S. Highway 395) intersection.

The subject site consists of 38.63± acres of agricultural land. The subject property involves water rights which come from the Lewers Creek Decree identified under Proof No. 02771 whose sources include flowing springs located on and off the subject. The subject’s water rights are identified as meadow pasture surface water rights which are utilized for surface irrigation purposes. The subject’s water rights involve a duty of four/acre feet per water righted acre. It is noted that approximately half of the subject property involves water righted land. It is noted that the property has good quality fencing which surround most of the subject’s water-righted pastures.

The subject property is improved with a 1,255± square foot single family residence and a 698± square foot apartment unit which were constructed in 1977 and are in fair condition. The subject property is also improved with a 686± square feet attached garage. It is noted that the subject’s residential improvements involve deferred maintenance. It is also noted that as of the date of inspection there was standing water under the crawlspace of the subject’s improvements which could create mildew or other potential hazards.



The subject property is primarily accessed via Aspen Creek Road, a two-way, asphalt-paved residential access road. It is noted that the subject's access road originates at the south portion of Big Canyon Road just to the south of Franktown Road, a two-way, two-lane, asphalt paved roadway. Franktown Road is an arterial roadway for the Washoe Valley area and is located 0.30± miles north of the subject property. The subject property is also accessed via a dirt roadway which travels in a northerly/southerly direction through the east portion of the property just west of the property's east property line. This dirt road is rough in areas due to erosion that has occurred from the various spring snow melts and perception runoff over the years. It is also noted that the subject is accessed via a secure gate at the north end of Big Canyon Road which is felt to enhance the privacy and seclusion of the property. Overall, the subject is felt to have average to good access.

The subject is bounded on the west by the Sierra Nevada Mountain Range, to the north by Franktown Road, on the east by mountainous open space and Washoe Lake, and to the south by forested land.

Is noted that the subject property is situated in the Franktown area, in the Carson Range of the Sierra Nevada Mountains, in the southwest corner of Washoe Valley. The property is surrounded by upscale rural residential developments and rural residential lots on 5± acre to 50± acre parcels. U.S. Forest Service land borders the subject property to the west.

The topography of the subject site is downsloping from southwest to northeast. The property is situated at between 5,400± feet and 6,881± feet of elevation. Electricity and telephone are installed on the subject site. Gas is provided to the subject via propane. The subject has a domestic well and individual septic system.

The subject property is being appraised under the hypothetical condition that the property is encumbered by the proposed Conservation Easement described in the previous section of this report. The purpose of the proposed Conservation Easement is to ensure that the property will be retained forever in its natural condition and to prevent any use of the property that will impair or interfere with the "Conservation Values" of the property. The effect's of the proposed Conservation Easement on the subject property as it pertains to value will be discussed in the following section of this report.

Overall, the subject property is felt to be a desirable rural residential/agricultural property situated in the southwest portion of Washoe Valley.

HIGHEST AND BEST USE ANALYSIS

Highest and best use is defined in the 7th Edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2022) as:

- The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Highest & Best Use-As Vacant

Physically Possible

The subject property consists of a total land area of 38.63± acres. The subject property is irregular in shape. The topography of the site is downsloping from southwest to northeast. Electricity is installed on the subject property, water is provided via a domestic well, a septic system provides for sewage disposal, and gas is provided to the subject via propane. It is noted that approximately half of the subject property's acreage involves water righted land with a duty of four/acre feet per acre of water-righted land. We are not aware of any, soils conditions or floodplains that impact the subject to a greater degree than would be typical for the subject neighborhood.

Overall, it is our opinion that the subject's physical characteristics are suitable for a wide variety of utilizations.

Legally Permissible

In order for any utilization to represent the highest and best use of the site, it must also be legally permissible. The subject property is zoned 4% MDR (Medium Density Rural) and 96% GR (General Rural).

The Medium Density Rural (MDR) Regulatory Zone is intended to preserve areas where agriculture, grazing and/or open space predominate. Single-family, detached residences in this area are generally on (5)-acre lots and have limited public services and facilities available. Multi-family residences are not appropriate, but single-family homes may be clustered to retain open space and agricultural uses. The maximum number of dwelling units that may be located in this regulatory zone is one (1) unit per five (5) acres. The minimum lot area in this regulatory zone is four (4) acres.



The General Rural Regulatory Zone is intended to identify the following.

1. Remote and will have no or very low-density development (i.e. one (1) dwelling unit per forty (40) acres),
2. Remote but where unique developments may occur (e.g. destination resorts).
3. Suitable for more intensive resource extraction, including energy production, and
4. Suitable for large scale agricultural and/or grazing operations. This regulatory zone identifies areas that may have one or more of the following characteristics:
 - a. Floodplains
 - b. Potential Wetlands
 - c. Slopes
 - d. Public Ownership
 - e. Remote Location Lacking Infrastructure
 - f. Agriculture and Grazing
 - g. Resource Extraction and Energy Production
 - h. Conservation of Natural Resources and Open Space

The subject property is being appraised under the hypothetical condition that the property is encumbered by a proposed Conservation Easement. A summary of the Conservation Easement was discussed in the previous section of this report. As a result of the proposed Conservation Easement, the subject property will essentially be limited to “allowed developments” in three designated building envelopes (“Homestead Envelope”, “Accessory Envelope 1”, and “Accessory Envelope 2”).

The “Homestead Envelope” is proposed to be 1± acre in size and surrounds the current residence/apartment unit. This envelope is generally located on the south-central portion of the property and allows for the construction of barns, equipment sheds, residential dwellings, bunkhouses, research-related structures, temporary/seasonal housing, 1 new septic system, and for the installation of underground utilities.

The “Accessory Envelope 1” is proposed to be 1.3± acres in size and is located near the entrance of the property on the north portion of the parcel. This envelope allows for the construction of residential dwellings, agricultural improvements, research-related structures, temporary/seasonal housing structures, and for the installation of underground utilities.



The “Accessory Envelope 2” is proposed to be 0.1± acres in size and is located just northeast of the “Homestead Envelope”. This envelope is suitable for small-scale improvements supporting permitted uses of the larger property including but not limited to agricultural improvements, research-related structures, or temporary/seasonal housing, and for the installation of underground utilities.

Furthermore, the Conservation Easement explicitly prohibits the uses set forth below.

Prohibited Uses

Any activity on or use of the subject property inconsistent with the conservation purpose of the proposed conservation easement is prohibited. The following uses have been explicitly prohibited on the subject property in the proposed conservation easement.

- Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities;
- Use of off-road vehicles and use of any other motorized vehicles, except on existing roadways and for land-management activities that are consistent with the Conservation Purpose;
- Agricultural, forestry and other land-management activity of any kind, except those conducted in accordance with a Grantee-approved land management plan;
- Commercial or industrial uses other than permitted agricultural, recreational, educational, and scientific activities;
- Any legal or de facto division, subdivision, or partitioning of the Property and any separate sale of any portion of the Property apart from the Property as a whole;
- Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind (other than signs that provide statutory notices prohibiting trespass, use, take of wildlife, vandalism, and similar language that notifies the public about the Conservation Values of the Property), except as provided in Section 4;
- Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;
- Planting, introduction or dispersal of non-native or exotic plant or animal species unless other approved in advance by Grantee;
- Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;
- Altering the surface or general topography of the Property, including building of roads, except for minimally disruptive measures that are necessary to restore the habitat for the Conservation Purpose intended herein;



- Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law or as otherwise approved in advance by Grantee for (1) fire breaks; (2) maintenance of existing foot trails or roads; (3) prevention or treatment of disease or to respond to a threat to personal safety; or (4) removal, abatement, or management of non-native or invasive plant species; and
- Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

According to the proposed Conservation Easement, it would be legally permissible into perpetuity for the subject property's "Homestead Envelope" to be developed with barns, equipment sheds, bunkhouses, and employee/student housing. It is our understanding that the Homestead Envelope would also allow for the construction of a single-family residence. Under the terms of the Conservation Easement, the total foot print of all new structures in the "Homestead Envelope" and "Accessory Envelope 1" shall be no more than 10,000 square feet (with height allowances in accordance with the local zoning ordinances), unless otherwise approved by the declarant. With the construction of two-story structures, the total allowable square footage of new structures would be in the range of 20,000 square feet. This would allow a purchaser of the subject property to remodel and enlarge the existing dwelling and apartment or build a new residential structure which would be of adequate size to meet the demands of the typical purchasers in the subject neighborhood. The subject property's "Accessory Envelope 2" could be developed with agricultural improvements, research-related structures, and temporary /seasonal housing structures.

Financially Feasible and Maximally Productive

The highest and best use of the subject site must be financially feasible and maximally productive. To be financially feasible and maximally productive, there must be adequate demand to support the highest and best use of the subject property. The subject is situated 1.4± miles west and 0.29± miles south of the South Franktown Road and State Route 429 (Old U.S. Highway 395) intersection. It is noted that the subject property is situated in Carson Range of the Sierra Nevada Mountains in the southwest corner of Washoe Valley. The property is surrounded by upscale rural residential developments and rural residential lots on 5± acre to 50± acre parcels. U.S. Forest Service land borders the subject property to the west.

It is noted that the Washoe Valley area has been experiencing relatively strong agricultural/residential demand over the past few years especially for water-righted properties.



Overall, the subject property is felt to be a desirable rural residential property situated in the southwest portion of Washoe Valley with water rights.

In summary, the subject neighborhood involves mostly residential, agricultural, and open space land uses. Development proximate to the subject is primarily good quality single family residential as well as large tracts of vacant open space and agricultural land.

Based upon a review of the subject's physical characteristics, its zoning, the current market conditions, and due to the assumption that the subject property is encumbered with the proposed conservation easement, it is felt that the highest and best use of the subject property would be for the potential development of a large single-family residence on the "Homestead Envelope" and a temporary/seasonal housing structure on the "Accessory Envelopes", with the balance of the property continuing to be utilized for its agricultural and grazing purposes.

Highest and Best Use-As Improved

The next step in this analysis is to consider the subject property as presently improved under the hypothetical condition that the property is encumbered with the proposed Conservation Easement discussed previously. The property is currently improved with a 1,255± square foot single-family residence, a 698± square foot apartment unit, a 686± square foot attached garage, and good quality fencing around most of the property. It is noted that the single-family residence, apartment unit, and attached garage were constructed in 1977, are in fair condition, and involve deferred maintenance.

According to the proposed conservation easement, "Grantor may maintain, repair, reasonably enlarge, or replace any of the Property's existing structures and improvements."

The subject's existing residence and apartment unit combine for a total gross living area of 1,953± square feet which is much smaller than the typical residential developments in the immediately surrounding neighborhood. Under the terms of the proposed Conservation Easement, a total footprint of all new structures in the "Homestead Envelop" and in "Accessory Envelope 1" shall not be more than 10,000 square feet with height allowances in accordance with the local zoning ordinances. With two-story structures this would allow up to 20,000 square feet of new structures. As a result a purchaser of the subject property as encumbered with the Conservation Easement would be allowed to construct a large luxury quality residence which would be consistent with the market demands of the area.



With consideration given to the scope of the subject improvements, and their current status, it is these appraisers' opinion that the highest and best use for the subject property is felt to be for the reasonable replacement/enlargement of the subject's existing single-family residence with a large luxury quality single-family residence and for continued utilization of the land for agricultural purposes.



INTRODUCTION TO VALUATION ANALYSIS

In order to estimate the Market Value of the subject property under the hypothetical condition that the property is encumbered with the proposed Conservation Easement described previously in this report, these appraisers considered the three approaches to value. These approaches include The Cost Approach to Value, The Income Approach to Value and the Sales Comparison Approach to Value.

As the subject property (as encumbered) involves 38.63± acres of desirable agricultural/residential land with older, smaller, residential improvements, the Sales Comparison Approach to Value will be the only approach utilized in this analysis. The Cost Approach and Income Approach to Value were not deemed accurate approaches to utilize in the valuation of the subject property.

In this appraisal, the Sales Comparison Approach will be utilized to estimate the value of the subject property. The Sales Comparison Approach is based upon the principal of substitution which holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability. Under the Sales Comparison Approach analysis, comparable agricultural and large lot residential property sales as encumbered with Conservation Easements comparable to the subject property will be analyzed and compared with the subject property based upon the sale price per acre.



SALES COMPARISON APPROACH TO VALUE

In order to establish an estimate of the Market Value of the subject property under the hypothetical condition that the proposed Conservation Easement has been placed on the property, the official records of Washoe County and the local Multiple Listing Service were searched for comparable sales of similar agricultural/residential properties encumbered with Conservation Easements comparable to the subject property.

The sales set forth on the following chart are considered to represent the best data available in order to estimate an appropriate Market Value for the subject property.

Following the chart will be a Comparable Sales Map. Following the map, Sale Profile Sheets will be set forth for each of the sales. The sales will then be analyzed and compared to the subject property based upon the sale price per acre.

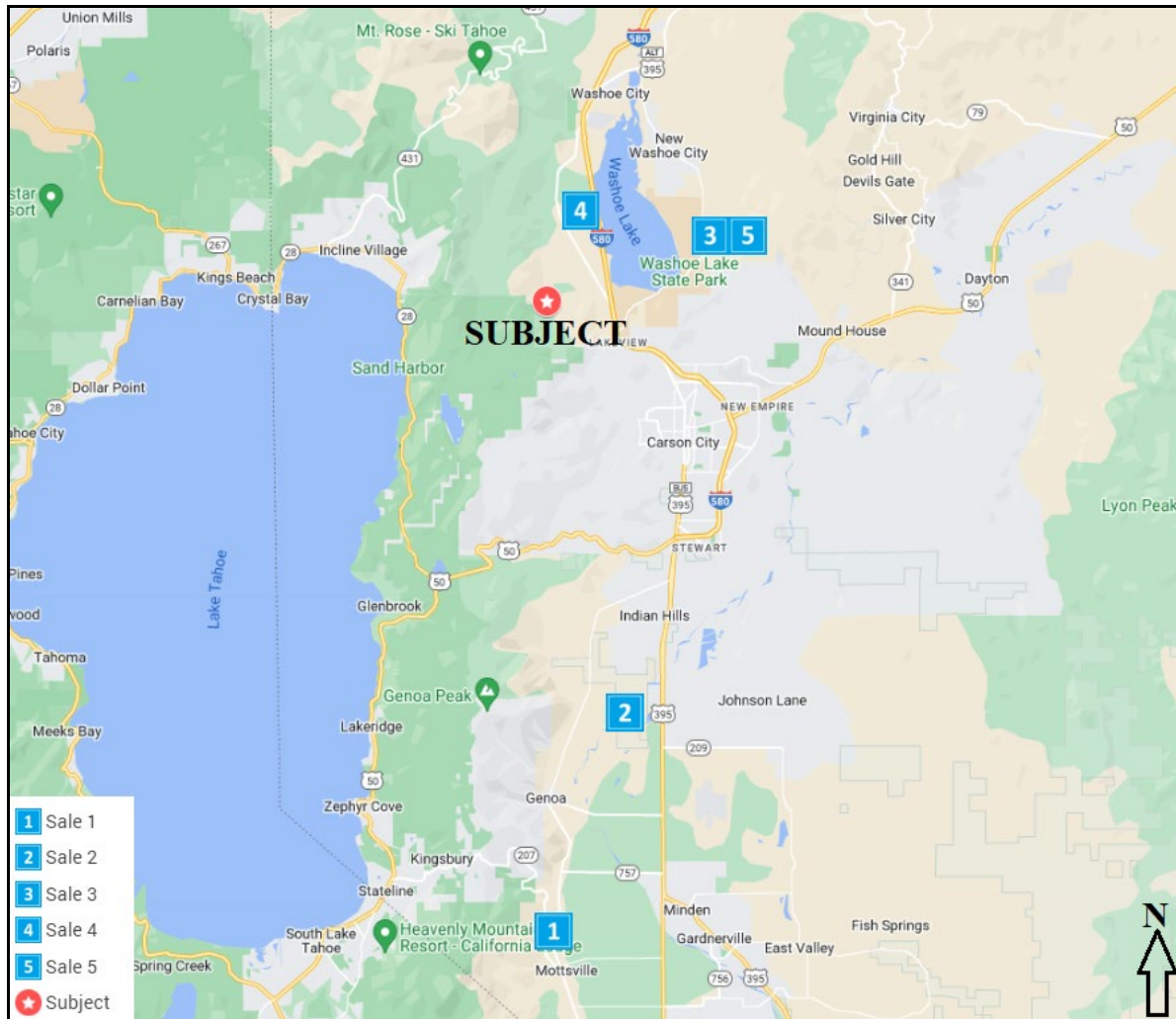


COMPARABLE ENCUMBERED AGRICULTURAL/RESIDENTIAL SALES CHART

LAND SALES CHART-ENCUMBERED AGRICULTURAL/RESIDENTIAL SALES CHART							
Number	A.P.N.	Location	City/County State	Recording Date	Sale Price	Land Acreage	Sale Price/Acre
1	1319-34-002-029	1461 Foothill Road	Douglas County, NV	01/15/2016	\$960,000	141.98 Acres	\$6,762/Acre
2	1419-00-002-036	Little Mondeaux Meadows	Douglas County, NV	01/03/2018	\$465,000	107.00 Acres	\$4,346/Acre
3	050-351-23 & 51	5375 East Lake Boulevard	Washoe Valley, NV	07/01/2021	\$1,300,000	113.95 Acres	\$11,409/Acre
4	055-083-20 + Various	255 Nikki Lane	Washoe Valley, NV	12/03/2021	\$1,200,000	47.95 Acres	\$25,024/Acre
5	050-351-23 & 51	5375 East Lake Boulevard	Washoe Valley, NV	06/28/2022	\$1,550,000	113.95 Acres	\$13,602/Acre
			LOW	01/15/2016	\$465,000	47.95 Acres	\$4,346/Acre
			HIGH	06/28/2022	\$1,550,000	141.98 Acres	\$25,024/Acre
			AVERAGE	12/28/2019	\$1,095,000	104.97 Acres	\$12,228/Acre
			MEDIAN	07/01/2021	\$1,200,000	113.95 Acres	\$11,409/Acre
Subject	055-180-12	7003 Aspen Creek Road	Washoe County, NV	4/25/2023 D.O.V.	---	38.63 Acres	---

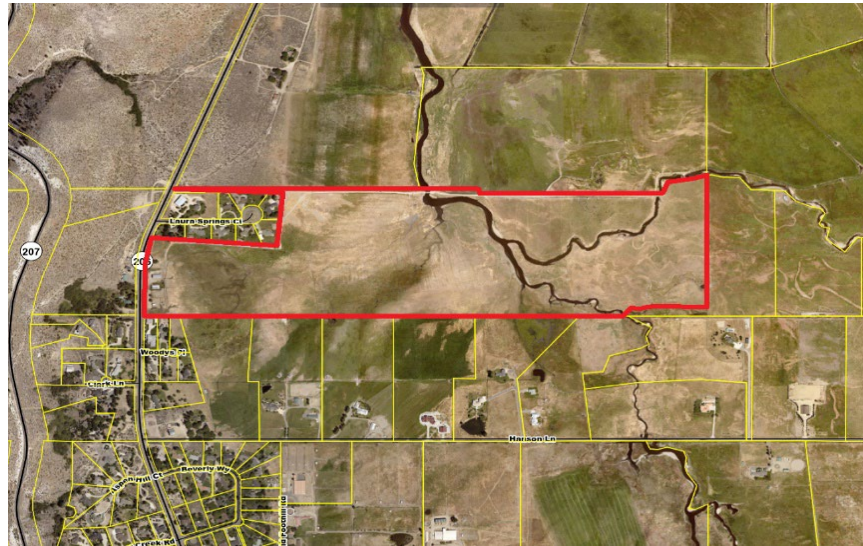


COMPARABLE ENCUMBERED AGRICULTURAL/RESIDENTIAL SALES MAP





**COMPARABLE ENCUMBERED LAND SALE PROFILE SHEET
 SALE 1**



Property ID: Foothill Ranch	City: Unincorporated
Property Type: Agricultural Land	County: Douglas County
Location: 1461 Foothill Road	State: Nevada
A.P.N.'s: 1319-34-002-029	Legal Description: Parcel 2-Document #689520
Access: Foothill Road	Use At Sale: Agriculture
Topography: Level to Gently Sloping	Proposed Use: Agricultural
Zoning: A-19	Utilities on Site: Electricity & Phone
Land Area: 141.98± Acres	Utilities Required: None
Allowed Density: 1 Unit	Easements: Conservation Easement
Water Rights: Yes-30 Acre Feet	Improvements: Hay Storage
Property Rights: Fee Simple Estate	Flood Zone: Zone X & AO-1 Foot
Highest/Best Use: Agriculture	Views: Jobs Peak & Carson Valley
Recording Date: 01/15/2016	Sale Price: \$960,000
Document #: 2016-875356	Price/Acre: \$6,762
Grantor: Daniel R. & Laurel C. Hickey	Price/Allowed Unit: \$960,000
Grantee: Rock Morgan, Trustee	Terms of Sale: Cash to Seller
Transfer Tax: \$3,744.00	Conditions of Sale: Conservation Easement
Verification: Jim Valentine	Days On Market: 1,018 Days
Verification Co.: Re/Max Realty Affiliates	MLS ID: 120014551
<p>Comments: This comparable is located at 1461 Foothill Road, approximately 150± feet south of Laura Springs Court in the Carson Valley. The comparable consists of a single Assessor's Parcel with 141.98± acres. Topography on the site is gently sloping from Foothill Road and then becomes basically level as the property approaches the flood plain. The property is located in both Flood Zone "X" and "AO". Improvements on the property include limited agricultural related structures including yards and hay storage. No further subdivision of the property is currently allowed as the property has been encumbered with a conservation easement with the Nevada Department of Conservation and Natural Resources, and the development potential of the property is limited. This easement was recorded with the Douglas County Recorder's Office on May 7, 1992, as Document Number 278387. The easement restricts the property into perpetuity, and was obtained for the purpose of keeping open space on the property, with agriculture uses still allowed. Reportedly the County will allow a 2,500± square foot manager's residence. The property sold on January 15, 2016 for \$960,000, or \$6,762 per acre, and was on the market for an extended period. It should also be noted that the property is currently on the market for \$4,500,000, which equates to an asking price per acre of \$31,695. However, the property has been on the market for almost 2 years (626 days) without selling.</p>	



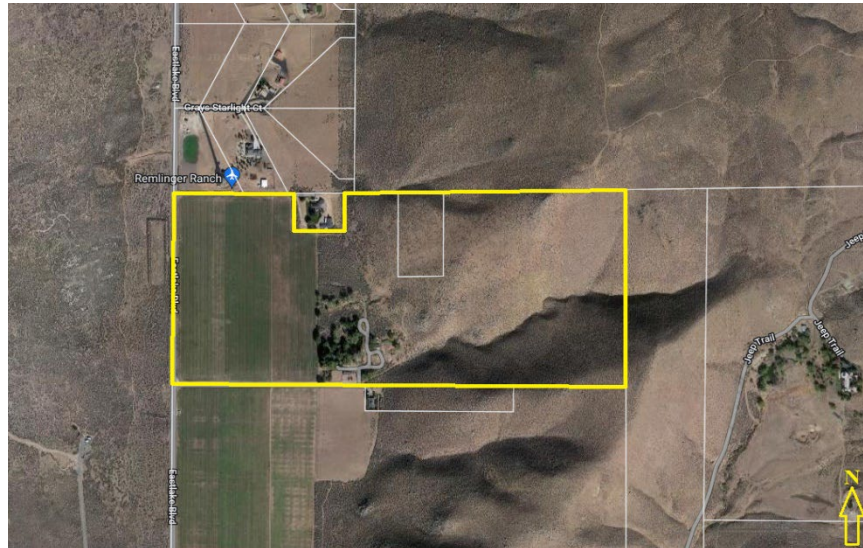
**COMPARABLE ENCUMBERED LAND SALE PROFILE SHEET
 SALE 2**



Property ID: Little Mondeaux Meadows	City: Unincorporated
Property Type: Agricultural Land	County: Douglas County
Location: Little Mondeaux Meadows	State: Nevada
A.P.N.'s: 1419-00-002-036	Legal Description: Ptn. S2&35, T14N, R19E
Access: 50 Foot Access Easement	Use At Sale: Agriculture
Topography: Level to Gently Sloping	Proposed Use: Agriculture/Residential
Zoning: A-19	Utilities on Site: Electricity & Phone
Land Area: 107.00± Acres	Utilities Required: Well & Septic
Allowed Density: 1 Unit	Easements: Conservation Easement
Water Rights: Yes	Improvements: None
Property Rights: Fee Simple Estate	Flood Zone: Zone A
Highest/Best Use: Agriculture	Views: Jobs Peak & Carson Valley
Recording Date: 01/03/2018	Sale Price: \$465,000
Document #: 2018-908725	Price/Acre: \$4,346
Grantor: Gunderado Ranch, LLC	Price/Allowed Unit: \$465,000
Grantee: Douglas W. & Dana M. Curtis	Terms of Sale: Cash to Seller
Transfer Tax: \$1,813.50	Conditions of Sale: Conservation Easement
Verification: Mike Dunn	Days On Market: 63 Days
Verification Co.: Chase International	MLS ID: 170015882
<p>Comments: The sale is a parcel of land generally located along the Carson Slough, ½ mile east of Jacks Valley Road in the Little Mondeaux Meadows. The property is vacant, has an irregular shape and level to gently sloping topography. The parcel is encumbered with a Conservation Easement with Douglas County which restricts the use to one single family residence within a 40± acre envelope. This easement was recorded with the Douglas County Recorder's Office as Document Number 551592 on September 6, 2002. The property is located in a Flood Zone "A" which denotes special flood hazard areas. The parcel is zoned A-19, an agricultural zoning designation which allows one dwelling unit per 19 gross acres; however, the Conservation Easement restricts development on this parcel to one primary residence, along with accessory uses or structures allowed under the A-19 zoning district; the easement is into perpetuity. This property had previously sold, along with another parcel (total of 223.11± acres) in an auction in 2016 for \$450,000; this prior sale was made under seller duress. This property sold on January 3, 2018, for \$465,000, which equates to a purchase price per acre of \$4,346.</p>	



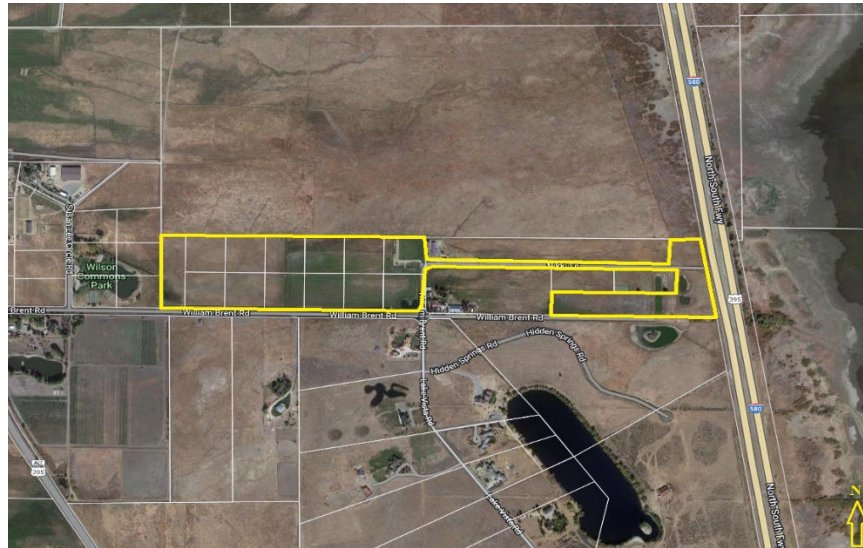
**COMPARABLE ENCUMBERED LAND SALE PROFILE SHEET
 SALE 3**



Property ID: Greil Ranch	City: Unincorporated
Property Type: Residential/Agricultural Land	County: Washoe County
Location: 5375 Eastlake Boulevard	State: Nevada
A.P.N.'s: 050-351-23 & 51	Legal Description: Ptn. S17, T16N, R20E
Access: Eastlake Boulevard	Use At Sale: Agriculture/Residential
Topography: Level to Moderately Sloping	Proposed Use: Agriculture/Residential
Zoning: GR & HDR	Utilities on Site: Electricity & Well/Septic
Land Area: 113.95± Acres	Utilities Required: None
Water Rights: Yes	Improvements: Residential (See Comments)
Property Rights: Fee Simple Estate	Flood Zone: Zone "X", Unshaded
Highest/Best Use: Agriculture/Residential	Easements: Conservation Easement
Recording Date: 07/01/2021	Sale Price: \$1,300,000
Document #: 5200036	Price/Acre: \$11,409
Grantor: Wild Horses, LLC	Verification: Dan LaPorte (Selling Agent) DataTree, & Public Records
Grantee: Newman Family Trust, et al.	Terms of Sale: Cash to Seller
Transfer Tax: \$5,330	Conditions of Sale: Conservation Easement
<p>Comments: The sale included two parcels of residential/agricultural land generally located at the southeast end of Washoe Valley, Nevada. According to the Assessor's Records, the property is improved with a 2,026± square foot single-family residence (main residence) and four small guest houses. The property is rectangular in shape and has level to moderately sloping topography. The property is encumbered with a Conservation Easement which was placed on the property in 2006 by the Nevada Land Trust. This Conservation Easement restricts the use to the existing improvements with the balance of the property to be utilized for agricultural and wildlife purposes. The property is located in a Flood Zone "X", Unshaded, which denotes areas of minimal flood potential. The property is zoned GR and HDR, which are agricultural and high-density residential zoning designations. However, the Conservation Easement restricts development on this parcel to the envelope of the existing structures with reasonable expansion (15' setback from ponds) allowed, along with accessory uses or structures allowed under the A-19 zoning district; the easement is into perpetuity. The property sold on July 1, 2021, for \$1,300,000, which equates to a purchase price per acre of \$11,409.</p>	



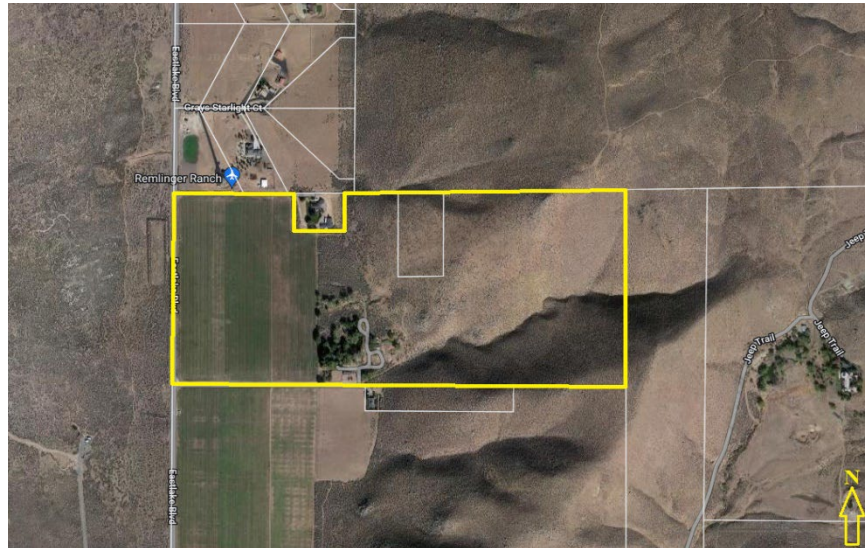
**COMPARABLE ENCUMBERED LAND SALE PROFILE SHEET
SALE 4**



Property ID:	Colonna Property	City:	Unincorporated
Property Type:	Residential/Agricultural Land	County:	Washoe County
Location:	255 Nikki Lane	State:	Nevada
A.P.N.'s:	055-461-01 to 13 & 055-083-19/20	Legal Description:	Ptn. S10/11, T16N, R19E
Access:	Nikki Lane, William Bent Road, & U.S. 395 (I-580)	Use At Sale:	Agriculture
Topography:	Level to Gently Sloping	Proposed Use:	Residential/Agriculture
Zoning:	GR, HDR, & PSP	Utilities on Site:	Electricity and Well
Land Area:	47.95± Acres	Utilities Required:	Septic
Water Rights:	Yes	Improvements:	None
Property Rights:	Fee Simple Estate	Flood Zone:	Zones "X", Unshaded and "A"
Highest/Best Use:	Residential/Agriculture	Easements:	Conservation Easement
Recording Date:	12/03/2021	Sale Price:	\$1,200,000
Document #:	5254827	Price/Acre:	\$25,024
Grantor:	Rusk Family Trust, et al.	Verification:	Alicia Reban (Nevada Land Trust), DataTree, & Public Records
Grantee:	Halla TC Trust, et al.	Terms of Sale:	Cash to Seller
Transfer Tax:	\$4,920	Conditions of Sale:	Conservation Easement
Comments: The sale included fifteen parcels of residential/agricultural land generally located in West Washoe Valley, west of Washoe Lake and U.S. 395 (I-580). The property is unimproved, irregular in shape, and has level to gently sloping topography. The property is encumbered with a Conservation Easement which restricts the property to agricultural uses apart from the 1.5± acre building envelope which allows for the construction of a single-family residence and an additional 2.48± acre parcel not covered by the easement. The property is located in a Flood Zone "X", Unshaded and a Flood Zone "A". The Flood Zone "A" denotes areas of flood potential (1% annual chance of flooding). The property is zoned GR, HDR, and PSP, which are agricultural, high-density residential, and public/semi-public zoning designations. However, the Conservation Easement restricts development on this parcel to one primary residence on the subject's 1.5± acre designated building envelope; the easement is into perpetuity. The property sold on December 3, 2021, for \$1,200,000, which equates to a purchase price per acre of \$25,024.			



**COMPARABLE ENCUMBERED LAND SALE PROFILE SHEET
 SALE 5**



Property ID: Greil Ranch	City: Unincorporated
Property Type: Residential/Agricultural Land	County: Washoe County
Location: 5375 Eastlake Boulevard	State: Nevada
A.P.N.'s: 050-351-23 & 51	Legal Description: Ptn. S17, T16N, R20E
Access: Eastlake Boulevard	Use At Sale: Agriculture/Residential
Topography: Level to Moderately Sloping	Proposed Use: Agriculture/Residential
Zoning: GR & HDR	Utilities on Site: Electricity & Well/Septic
Land Area: 113.95± Acres	Utilities Required: None
Water Rights: Yes	Improvements: Main House/Small Guest Houses
Property Rights: Fee Simple Estate	Flood Zone: Zone "X", Unshaded
Highest/Best Use: Agriculture/Residential	Easements: Conservation Easement
Recording Date: 06/28/2022	Sale Price: \$1,550,000
Document #: 5314939	Price/Acre: \$13,602
Grantor: Newman Family Trust, et al.	Verification: Alicia Reban (Nevada Land Trust), DataTree, & Public Records
Grantee: Greil Family Trust, et al.	Terms of Sale: Cash to Seller
Transfer Tax: \$6,355	Conditions of Sale: Conservation Easement
<p>Comments: The sale included two parcels of residential/agricultural land generally located at the southeast end of Washoe Valley, Nevada. According to the Assessor's Records, the property is improved with a 2,026± square foot single-family residence (main residence) and four small guest houses. The property is rectangular in shape and has level to moderately sloping topography. The property is encumbered with a Conservation Easement which was placed on the property in 2006 by the Nevada Land Trust. This Conservation Easement restricts the use to the existing improvements with the balance of the property to be utilized for agricultural and wildlife purposes. The property is located in a Flood Zone "X", Unshaded, which denotes areas of minimal flood potential. The property is zoned GR and HDR, which are agricultural and high-density residential zoning designations. However, the Conservation Easement restricts development on this parcel to the envelope of the existing structures with reasonable expansion (15' setback from ponds) allowed, along with accessory uses or structures allowed under the A-19 zoning district; the easement is into perpetuity. The property previously sold on July 1, 2021, for \$1,300,000, as was profiled as Sale 3. The property sold most recently on June 28, 2022, for \$1,550,000, which equates to a purchase price per acre of \$13,602.</p>	



COMPARABLE AGRICULTURAL/RESIDENTIAL SALES DISCUSSION AND COMPARISON

Sale 1 is located at 1461 Foothill Road, approximately 150± feet south of Laura Springs Court in the Carson Valley. The comparable consists of a single Assessor's Parcel with 141.98± acres. Topography on the site is gently sloping from Foothill Road and then becomes basically level as the property approaches the flood plain. The property is located in both Flood Zone "X" and "AO". Improvements on the property include limited agricultural related structures including yards and hay storage. No further subdivision of the property is currently allowed as the property has been encumbered with a conservation easement with the Nevada Department of Conservation and Natural Resources, and the development potential of the property is limited. This easement was recorded with the Douglas County Recorder's Office on May 7, 1992, as Document Number 278387. The easement restricts the property into perpetuity, and was obtained for the purpose of keeping open space on the property, with agriculture uses still allowed. Reportedly the County will allow a 2,500± square foot manager's residence. The property sold on January 15, 2016 for \$960,000, or \$6,762 per acre, and was on the market for an extended period. It should also be noted that the property is currently on the market for \$4,500,000, which equates to an asking price per acre of \$31,694. However, the property has been on the market for almost 2 years (626 days) without selling.

In comparison to the subject, this sale requires a large upward adjustment due to its 2016 date of sale. This comparable property is 141.98± acres in size in comparison to the subject at 38.63± acres. As such, a very large upward adjustment is required due to the sale's much larger size in comparison to the subject. Upward adjustments are also required due to the subject's superior location and forested setting south of Franktown Road. As this sale property is unimproved in comparison to the subject, an upward adjustment has been made. As both the subject and this comparable have utilities installed, no adjustment has been made for this factor. As the subject's proposed Conservation Easement will allow improving the subject property with a 10,000 square foot footprint, this could result in 20,000 square feet of additional building area if two-story structures are utilized. As this is significantly superior than the improvements which would be allowed on the comparable property, a large upward adjustment has been made. It is noted that both this comparable property and the subject involve surface water-righted land. As this comparable property is rectangular in shape in comparison to the subject property, which is irregular in shape, a slight downward adjustment has been made for this factor. As this sale property is felt to have adequate access similar to the subject property's access, no adjustment has been made for access. As this sale property has inferior privacy and seclusion in comparison



to the subject's good privacy and seclusion, an upward adjustment has been made for this factor. Finally, as this comparable property has level to gently sloping topography which is felt to be superior in comparison to the subject's downsloping topography, a downward adjustment has been made for this factor.

Overall, the \$6,762 per acre sale price is felt to be an extremely low indication of the appropriate per acre value applicable to the subject property due primarily to its much older date of sale, its much larger size, its lack of residential improvements, its inferior location/setting and as the subject's Conservation Easement will allow the property to be developed with an excellent quality, much larger single-family residence.

Sale 2 is a parcel of land generally located along the Carson Slough, ½ mile east of Jacks Valley Road in the Little Mondeaux Meadows. The property is vacant, has an irregular shape and level to gently sloping topography. The parcel is encumbered with a Conservation Easement with Douglas County which restricts the use to one single family residence within a 40± acre envelope. This easement was recorded with the Douglas County Recorder's Office as Document Number 551592 on September 6, 2002. The property is located in a Flood Zone "A" which denotes special flood hazard areas. The parcel is zoned A-19, an agricultural zoning designation which allows one dwelling unit per 19 gross areas; however, the Conservation Easement restricts development on this parcel to one primary residence, along with accessory uses or structures allowed under the A-19 zoning district; the easement is into perpetuity. This property had previously sold, along with another parcel (total of 223.11± acres) in an auction in 2016 for \$450,000; this prior sale was made under seller duress. This property sold on January 3, 2018, for \$465,000, which equates to a purchase price per acre of \$4,346.

In comparison to the subject, this sale requires a large upward adjustment due to its 2018 date of sale. This comparable property is 107.00± acres in size in comparison to the subject at 38.63± acres. As such, a very large upward adjustment is required due to the sale's much larger size in comparison to the subject. Upward adjustments are also required due to the subject's superior location and forested setting south of Franktown Road. As this sale property is unimproved in comparison to the subject which has some residential improvements, an upward adjustment has been made. As this comparable does not have a well and septic system installed, an upward adjustment has been made for this factor. As the Conservation Easement encumbering this property has similar restrictions and development potential in comparison to the subject, no adjustment has been made for this factor. It is noted that both this comparable



property and the subject involve surface water-righted land. As both this comparable property and the subject are irregular in shape, no adjustment has been made for this factor. As this sale property is felt to have inferior access in comparison to the subject, an upward adjustment has been made. As this sale property has inferior privacy and seclusion in comparison to the subject's good privacy and seclusion, an upward adjustment has been made for this factor. Finally, as this comparable property has level to gently sloping topography which is felt to be superior in comparison to the subject's downsloping topography, a downward adjustment has been made for this factor.

Overall, the \$4,346 per acre sale price is felt to be an extremely low indication of the appropriate per acre value applicable to the subject property due primarily to its much older date of sale, its much larger size, its lack of residential improvements, inferior utility availability, inferior access, and its inferior location/setting.

Sale 3 included two parcels of residential/agricultural land generally located at the southeast end of Washoe Valley, Nevada. According to the Assessor's Records, the property is improved with a 2,026± square foot single-family residence (main residence) and four small guest houses. The property is rectangular in shape and has level to moderately sloping topography. The property is encumbered with a Conservation Easement which was placed on the property in 2006 by the Nevada Land Trust. This Conservation Easement restricts the use to the existing improvements with the balance of the property to be utilized for agricultural and wildlife purposes. The property is located in a Flood Zone "X", Unshaded, which denotes areas of minimal flood potential. The property is zoned GR and HDR, which are agricultural and high-density residential zoning designations. However, the Conservation Easement restricts development on this parcel to the envelope of the existing structures with reasonable expansion (15' setback from ponds) allowed, along with accessory uses or structures allowed under the A-19 zoning district; the easement is into perpetuity. The property sold on July 1, 2021, for \$1,300,000, which equates to a purchase price per acre of \$11,409.

In comparison to the subject, this sale requires an upward adjustment due to its 2021 date of sale. This comparable property is 113.95± acres in size in comparison to the subject at 38.63± acres. As such, a very large upward adjustment is required due to the sale's much larger size in comparison to the subject. Upward adjustments are also required due to the subject's superior location and forested setting south of Franktown Road. As this sale property is improved with some residential improvements similar in comparison to the subject, no adjustment has been



made. As this comparable has utilities installed similar in comparison to the subject, no adjustment has been made for this factor. As the subject's proposed Conservation Easement will allow the subject property to be developed with a larger luxury quality residence, a large upward adjustment has been made. It is noted that both this comparable property and the subject involve surface water-righted land. As this comparable property is rectangular in shape, which is superior in comparison to the subject, a downward adjustment has been made for this factor. As this sale property is felt to have adequate access similar in comparison to the subject, no adjustment has been made. As this sale property has much inferior privacy and seclusion in comparison to the subject's good privacy and seclusion, a large upward adjustment has been made for this factor. Finally, as this comparable property has level to moderately sloping topography which is felt to be superior in comparison to the subject's downsloping topography, a downward adjustment has been made for this factor.

Overall, the \$11,409 per acre sale price is felt to be a very low indication of the appropriate per acre value applicable to the subject property due primarily to its older date of sale, its much larger size, its much inferior location/setting and as the subject's Conservation Easement will allow the subject property to be developed with a larger luxury quality residence.

Sale 4 included fifteen parcels of residential/agricultural land generally located in West Washoe Valley, west of Washoe Lake and U.S. 395 (I-580). The property is unimproved, irregular in shape, and has level to gently sloping topography. The property is encumbered with a Conservation Easement which restricts the property to agricultural uses apart from the 1.5± acre building envelope which allows for the construction of a single-family residence and an additional 2.48± acre parcel not covered by the easement. The property is located in a Flood Zone "X", Unshaded and a Flood Zone "A". The Flood Zone "A" denotes areas of flood potential (1% annual chance of flooding). The property is zoned GR, HDR, and PSP, which are agricultural, high-density residential, and public/semi-public zoning designations. However, the Conservation Easement restricts development on this parcel to one primary residence on the subject's 1.5± acre designated building envelope; the easement is into perpetuity. The property sold on December 3, 2021, for \$1,200,000, which equates to a purchase price per acre of \$25,024.

In comparison to the subject, this sale requires an upward adjustment due to its 2021 date of sale. This comparable property is 47.95± acres in size in comparison to the subject at 38.63± acres. As such, an upward adjustment is required due to the sale's somewhat larger size in



comparison to the subject. Upward adjustments are also required due to the subject's superior location and forested setting south of Franktown Road which is less exposed to the high winds which frequent the area. As this sale property is unimproved in comparison to the subject which has some residential improvements, an upward adjustment has been made. As this comparable does not have a septic system installed, a slight upward adjustment has been made for this factor. As the subject's proposed Conservation Easement will allow for construction of a larger luxury quality single-family home, an upward adjustment has been made for this factor. It is noted that both this comparable property and the subject involve surface water-righted land. As this comparable property is very irregular in shape in comparison to the subject, an upward adjustment has been made for this factor. As this sale property is felt to have adequate access similar in comparison to the subject, no adjustment has been made. As this sale property has inferior privacy and seclusion in comparison to the subject's good privacy and seclusion, an upward adjustment has been made for this factor. Finally, as this comparable property has level to gently sloping topography which is felt to be superior in comparison to the subject's downsloping topography, a downward adjustment has been made for this factor.

Overall, the \$25,024 per acre sale price is felt to be a low indication of the appropriate per acre value applicable to the subject property due primarily to its older date of sale, its larger size, its inferior shape, its lack of residential improvements, and its much inferior location/setting.

Sale 5 included two parcels of residential/agricultural land generally located at the southeast end of Washoe Valley, Nevada. According to the Assessor's Records, the property is improved with a 2,026± square foot single-family residence (main residence) and four small guest houses. The property is rectangular in shape and has level to moderately sloping topography. The property is encumbered with a Conservation Easement which was placed on the property in 2006 by the Nevada Land Trust. This Conservation Easement restricts the use to the existing improvements with the balance of the property to be utilized for agricultural and wildlife purposes. The property is located in a Flood Zone "X", Unshaded, which denotes areas of minimal flood potential. The property is zoned GR and HDR, which are agricultural and high-density residential zoning designations. However, the Conservation Easement restricts development on this parcel to the envelope of the existing structures with reasonable expansion (15' setback from ponds) allowed, along with accessory uses or structures allowed under the A-19 zoning district; the easement is into perpetuity. The property previously sold on July 1, 2021,



for \$1,300,000, as was profiled as Sale 3. The property sold most recently on June 28, 2022, for \$1,550,000, which equates to a purchase price per acre of \$13,602.

In comparison to the subject, this sale requires a slight upward adjustment due to its 2022 date of sale. This comparable property is 113.95± acres in size in comparison to the subject at 38.63± acres. As such, a very large upward adjustment is required due to the sale's much larger size in comparison to the subject. Upward adjustments are also required due to the subject's superior location and forested setting south of Franktown Road. As this sale property is improved with some residential improvements similar in comparison to the subject, no adjustment has been made. As this comparable has utilities installed similar in comparison to the subject, no adjustment has been made for this factor. As the proposed Conservation Easement for the subject property will allow for higher intensity residential development, an upward adjustment has been made. It is noted that both this comparable property and the subject involve surface water-righted land. As this comparable property is rectangular in shape, which is superior in comparison to the subject, a downward adjustment has been made for this factor. As this sale property is felt to have adequate access similar in comparison to the subject, no adjustment has been made. As this sale property has much inferior privacy and seclusion in comparison to the subject's good privacy and seclusion, a large upward adjustment has been made for this factor. Finally, as this comparable property has level to moderately sloping topography which is felt to be superior in comparison to the subject's downsloping topography, a downward adjustment has been made for this factor.

Overall, the \$13,602 per acre sale price is felt to be a very low indication of the appropriate per acre value applicable to the subject property due primarily to its slightly older date of sale, its much larger size, its much inferior location/setting, and as the subject's proposed Conservation Easement allows for a more intense residential utilization.

**SUBJECT PROPERTY VALUATION SUMMARY
AND FINAL VALUE INDICATION
(AS ENCUMBERED WITH A CONSERVATION EASEMENT)**

In the preceding sections of this appraisal, five comparable agricultural/residential sales encumbered with Conservation Easements are set out. These sales have been compared to the subject property on a price per acre basis. The sales occurred between January 15, 2016, and June 28, 2022, in comparison to the subject's date of valuation of April 25, 2023. The comparable sales range in land area from 47.95± acres to 141.98± acres in comparison to the subject's 38.63± acre parcel size. The sale prices range from \$465,000 to \$1,550,000. This comparable data indicates a range of between \$4,346 per acre to \$25,024 per acre.

In the immediately preceding section of this appraisal, these comparable sales have been analyzed and compared to the subject property on a price per acre basis. Based upon the comparisons and analysis which are set forth in the immediately preceding sections, Sale 1 was considered to be an extremely low indicator at \$6,762 per acre. Sale 2 was considered to be an extremely low indicator at \$4,346 per acre. Sale 3 was considered to be a very low indicator at \$11,409 per acre. Sale 4 was considered to be a low indicator at \$25,024 per acre. Sale 5 was considered to be a very low indicator at \$13,602 per acre.

Consideration is also given to the current listing at 1461 Foothill Road. This property was profiled as Sale 1 for the readers reference. This 141.98± acre property is listed for \$4,500,000, which equates to an asking price per acre of \$31,695. This property is much larger than the subject and is located in a less desirable setting with many inferior physical characteristics in comparison to the subject. However, it is noted that this property has been on the market for almost 2 years (626 days) without selling. As a result, this listing is felt to provide a meaningful indication of the value on a price per acre basis of the subject property.

In analyzing the value of the subject property, strong consideration must be given to its desirable forested location/setting in the southwest portion of Washoe Valley, its desirable elevated filtered views of the surrounding area, its desirable 38.63± acres of agricultural, meadow, and forest land, its water rights, its very good privacy and seclusion, and the subject's proposed Conservation Easement which will allow for the construction of a larger luxury quality residence.



Further consideration is also given to the fact that the subject property is valued based upon the hypothetical condition that the property is encumbered with a Conservation Easement which will allow for the development of the property with a large luxury quality residence. As the subject property involves a very desirable secluded location, it is felt that it would be a very desirable property assuming that it could be developed with a luxury quality residence, which would be consistent with the desires of the typical buyers in the marketplace. Although some of the terms and conditions of the Conservation Easement will be viewed as negative factors, it is felt that the overall desirability and unique setting of the subject site and the ability to build a large quality residence on the property would override most of the buyers' concerns.

Based upon a careful review and analysis of all data available, and with strong consideration given to the subject's positive and negative features, it is indicated that the appropriate per acre value applicable to the subject property would range between \$30,000 per acre and \$32,000 per acre. Applying a \$30,000 per acre value to the subject's 38.63± acres of land area, results in an indicated value of \$1,158,900. Applying a \$32,000 per acre value to the subject's 38.63± acres of land area, results in an indicated value of \$1,236,160.

Based upon all data currently available, it is these appraisers' opinion that the Market Value (as encumbered with a Conservation Easement) of the subject property as of April 25, 2023, is \$1,200,000.

**FINAL MARKET VALUE CONCLUSION
 (AS ENCUMBERED WITH A CONSERVATION EASEMENT)**

Value Addressed	Property Rights Appraised	Effective Date Of Value	Value Conclusion
Market Value	Fee Simple Interest	April 25, 2023	\$1,200,000*
*The value conclusion above is based upon the hypothetical condition that the subject property is encumbered with the proposed Conservation Easement described in the body of this report. This value conclusion is only applicable under this hypothetical condition.			



EXPOSURE TIME ANALYSIS

Exposure time is defined in the *Uniform Standards of Professional Appraisal Practice* as “The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”

In general, properties listed for sale at a price above market value will require an extended exposure time. Conversely, properties listed for sale at a price below market value will usually require a relatively short exposure time. An estimate of exposure time may be an estimate expressed as a range and may be based on statistical information about days on the market; information gathered through sales verification; and interviews with market participants.

Exposure time analysis assumes the property is available to a competitive and open market. A review of recent agricultural and large lot residential sales in the Washoe Valley Area and properties encumbered with Conservation Easements indicates properties have sold in a range of 6 months to several years. Based upon the market conditions as of the April 25, 2023, date of valuation throughout the Washoe Valley and our understanding of the encumbered agricultural/residential properties in the market area, it is our opinion that the estimated exposure time for this property would be approximately 1 to 2 years.

ESTIMATED EXPOSURE TIME

1 TO 2 YEARS

APPRIASERS' CERTIFICATION

Each of the undersigned does hereby certify that, unless otherwise noted in this appraisal report, that they do certify to the best of their belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed services, as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- The Appraisal Institute conducts a mandatory program of continuing education for its designated members. As of the date of this report, Stephen R. Johnson has completed the requirements under the continuing education program of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Based upon the analysis set forth in this report, it is these appraisers' opinion that the Market Value of the subject property containing 38.63± acres (as encumbered with a Conservation Easement), as of April 25, 2023, is:

**FINAL MARKET VALUE CONCLUSION
(AS ENCUMBERED WITH A CONSERVATION EASEMENT)**

Value Addressed	Property Rights Appraised	Effective Date Of Value	Value Conclusion
Market Value	Fee Simple Interest	April 25, 2023	\$1,200,000*
*The value conclusion above is based upon the hypothetical condition that the subject property is encumbered with the proposed Conservation Easement described in the body of this report. This value conclusion is only applicable under this hypothetical condition.			

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

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

LIMITS OF LIABILITY

This report was prepared by Johnson Perkins Griffin, LLC. All opinions, recommendations, and conclusions expressed during the course of this assignment are rendered by the staff of Johnson-Perkins & Associates, as employees, not as individuals. The liability of Johnson Perkins Griffin, LLC and its employees and associates is limited to the client only and to the fee actually received by the appraisal firm. There is no accountability, obligation, or liability to any third party. If the appraisal report is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the appraisal assignment. Neither the appraisers nor the appraisal firm is in any way to be responsible for any costs incurred to discover or correct any physical, financial and/or legal deficiencies of any type present in the subject property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in the event of a lawsuit brought by a lender, a partner or part owner in any form of ownership, a tenant or any other party, the client will hold the appraiser(s) and the appraisal firm completely harmless in such action with respect to any and all awards or settlements of any type in such lawsuits.

COPIES, PUBLICATION, DISTRIBUTION AND USE OF REPORT

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

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

CONFIDENTIALITY

Except as provided for subsequently, neither the appraiser(s) nor the appraisal firm may divulge the analyses, opinions or conclusions developed in the appraisal report, nor may they give a copy of the report to anyone other than the client or his designee as specified in writing. However, this condition does not apply to any requests made by the Appraisal Institute for purposes of confidential ethics enforcement. Also, this condition does not apply to any order or request issued by a court of law or any other body with the power of subpoena.



INFORMATION SUPPLIED BY OTHERS

Information (including projections of income and expenses) provided by informed local sources, such as government agencies, financial institutions, Realtors, buyers, sellers, property owners, bookkeepers, accountants, attorneys, and others is assumed to be true, correct and reliable. No responsibility for the accuracy of such information is assumed by the appraiser(s). Neither the appraiser(s) nor the appraisal firm is liable for any information or the work product provided by subcontractors. The client and others utilizing the appraisal report are advised that some of the individuals associated with Johnson Perkins Griffin, LLC are independent contractors and may sign the appraisal report in that capacity. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable. To the best of our judgment and knowledge, all such information is considered appropriate for inclusion. In some instances, an impractical and uneconomic expenditure of time would be required in attempting to furnish absolutely unimpeachable verification. The value conclusions set forth in the appraisal report are subject to the accuracy of said data. It is suggested that the client consider independent verification as a prerequisite to any transaction involving a sale, a lease or any other commitment of funds with respect to the subject property.

TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE

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

EXHIBITS AND PHYSICAL DESCRIPTIONS

It is assumed that the improvements and the utilization of the land are within the boundaries of the property lines of the property described in the report and that there is no encroachment or trespass unless noted otherwise within the report. No survey of the property has been made by the appraiser(s) and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in the report are there to assist the reader in visualizing the property and are not necessarily drawn to scale. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced or used apart from the report.

TITLE, LEGAL DESCRIPTIONS, AND OTHER LEGAL MATTERS

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



ENGINEERING, STRUCTURAL, MECHANICAL, ARCHITECTURAL CONDITIONS

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

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

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

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any comments on observed conditions given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is given as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating systems, air conditioning systems, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we would strongly suggest that a mechanical and/or structural inspection be made by a qualified and licensed contractor, a civil or structural engineer, an architect or other experts. This appraisal report is based on the assumption that there are no hidden, unapparent or apparent conditions on the property or improvements which would materially alter the value as reported. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and standard for the properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made in the appraisal as to the adequacy of insulation, the type of insulation, or the energy efficiency of the improvements or equipment which is assumed to be standard for the subject's age, type and condition.

TOXIC MATERIALS AND HAZARDS

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



SOILS, SUB-SOILS, AND POTENTIAL HAZARDS

It is assumed that there are no hidden or unapparent conditions of the soils or sub-soil which would render the subject property more or less valuable than reported in the appraisal. No engineering or percolation tests were made and no liability is assumed for soil conditions. Unless otherwise noted, the land and the soil in the area being appraised appeared to be firm, but no investigation has been made to determine whether or not any detrimental sub-soil conditions exist. Neither the appraiser(s) nor the appraisal firm is liable for any problems arising from soil conditions. These appraisers strongly advise that, before any funds are committed to a property, the advice of appropriate experts be sought.

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

Neither the appraiser(s) nor the appraisal firm assumes responsibility for any costs or for any consequences arising from the need or lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

ARCHEOLOGICAL SIGNIFICANCE

No investigation has been made by the appraiser and no information has been provided to the appraiser regarding potential archeological significance of the subject property or any portion thereof. This report assumes no portion of the subject property has archeological significance.

LEGALITY OF USE

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

COMPONENT VALUES

Any distribution of the total value between the land and improvements, between partial ownership interests or any other partition of total value applies only under the stated use. Moreover, separate allocations between components are not valid if this report is used in conjunction with any other analysis.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. It is assumed that the property is in direct compliance with the various detailed requirements of the ADA.



AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market studies or analyses, special highest and best use studies or feasibility studies have been requested or made by the appraiser(s) unless otherwise specified in an agreement for services and so stated in the appraisal report.

DOLLAR VALUES AND PURCHASING POWER

The estimated market value set forth in the appraisal report and any cost figures utilized are applicable only as of the date of valuation of the appraisal report. All dollar amounts are based on the purchasing power and price of the dollar as of the date of value estimates.

ROUNDING

Some figures presented in this report were generated using computer models that make calculations based on numbers carried out to three or more decimal places. In the interest of simplicity, most numbers have been rounded. Thus, these figures may be subject to small rounding errors.

QUANTITATIVE ANALYSIS

Although this analysis employs various mathematical calculations to provide value indications, the final estimate is subjective and may be influenced by our experience and other factors not specifically set forth in this report.

VALUE CHANGE, DYNAMIC MARKET, ALTERATION OF ESTIMATE BY APPRAISER

All values shown in the appraisal report are projections based on our analysis as of the date of valuation of the appraisal. These values may not be valid in other time periods or as conditions change. Projected mathematical models set forth in the appraisal are based on estimates and assumptions which are inherently subject to uncertainty and variations related to exposure, time, promotional effort, terms, motivation, and other conditions. The appraiser(s) does not represent these models as indicative of results that will actually be achieved. The value estimates consider the productivity and relative attractiveness of a property only as of the date of valuation set forth in the report.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value or value in use is a reflection of such benefits and of the appraiser's interpretation of income, yields and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation of the report, and are subject to change as market conditions change.

This appraisal is an estimate of value based on analysis of information known to us at the time the appraisal was made. The appraiser(s) does not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice. The appraisal report itself and the value estimates set forth therein are subject to change if either the physical or legal entity or the terms of financing are different from what is set forth in the report.



ECONOMIC AND SOCIAL TRENDS

The appraiser assumes no responsibility for economic, physical or demographic factors which may affect or alter the opinions in this report if said economic, physical or demographic factors were not present as of the date of value of this appraisal. The appraiser is not obligated to predict future political, economic or social trends.

EXCLUSIONS

Furnishings, equipment, other personal property and value associated with a specific business operation are excluded from the value estimate set forth in the report unless otherwise indicated. Only the real estate is included in the value estimates set forth in the report unless otherwise stated.

SUBSURFACE RIGHTS

No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

PROPOSED IMPROVEMENTS, CONDITIONED VALUE

It is assumed in the appraisal report that all proposed improvements and/or repairs, either on-site or off-site, are completed in an excellent workmanlike manner in accord with plans, specifications or other information supplied to these appraisers and set forth in the appraisal report, unless otherwise explicitly stated in the appraisal. In the case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. The estimate of market value is as of the date specified in the report. Unless otherwise stated, the assumption is made that all improvements and/or repairs have been completed according to the plans and that the property is operating at levels projected in the report.

MANAGEMENT OF PROPERTY

It is assumed that the property which is the subject of the appraisal report will be under typically prudent and competent management which is neither inefficient nor superefficient.

FEE

The fee for any appraisal report, consultation, feasibility or other study is for services rendered and, unless otherwise stated in the service agreement, is not solely based upon the time spent on any assignment.



CHANGES AND MODIFICATIONS

The appraiser(s) reserves the right, at the cost of the client, to alter statements, analyses, conclusions, or any value estimates in the appraisal if any new facts pertinent to the appraisal process are discovered which were unknown on the date of valuation of this report.

DISSEMINATION OF MATERIAL

Neither all nor any part of the contents of this report shall be disseminated to the general public through advertising or sales media, public relations media, new media or other public means of communication without the prior written consent and approval of the appraiser(s). These appraisers do recognize that the Federal Government may need to disseminate all or portions of this report in conformance with the Freedom of Information Act.

The acceptance and/or use of the Appraisal Report by the client or any third party constitutes acceptance of the Assumptions and Limiting Conditions set forth in the preceding paragraphs. The appraiser's liability extends only to the specified client, not to subsequent parties or users. The appraiser's liability is limited to the amount of the fee received for the services rendered.



QUALIFICATIONS OF APPRAISER STEPHEN R. JOHNSON

Professional Designations

MAI - Member Appraisal Institute	1976
SREA - Senior Real Estate Analyst; Society of Real Estate Appraisers	1984

State Licensing and Certification

Certified General Appraiser-State of Nevada License #A.0000003-CG (Certified through 04/30/2023)	1991
Certified General Appraiser-State of California License #AG007038 (Certified through 06/18/2023)	1992

Association Memberships and Affiliations

Member Reno Board of Realtors	
Member Nevada Association of Realtors	
International Right-of-Way Association	
Member Nevada State Board of Equalization - (Appointed by Governor Richard Bryan, January 1984 & 1988) (Appointed by Governor Kenny C. Guinn, March 2000 & 2004)	1984-1991 2000-2008
Member Nevada Commission of Appraisers of Real Estate - (Appointed by Governor Bob Miller, August 7, 1989)	1989-1994
Commissioner, Nevada Commission of Appraisers of Real Estate (Appointed by Governor Jim Gibbons, 2009) (Appointed by Governor Sandoval, 2012)	2009-2015
President, Nevada Commission of Appraisers of Real Estate	2012-2015

Offices Held

Chairman, National Ethics Administration Division	1995
Vice Chairman, National Ethics Commission	1993/94
Regional Member, Ethics Administration Appraisal Institute, Region 1	1989-1992
President, Sierra-Nevada Chapter #60, AIREA -	1989
Vice President, Sierra-Nevada Chapter #60, AIREA -	1988
Secretary, Sierra-Nevada Chapter #60, AIREA -	1987
Vice Governor District 3 (Northern California & Nevada) Society of Real Estate Appraisers (SREA) -	1980-1981
Past President & Membership Chairman - Reno/Carson/Tahoe Chapter #189	
Member 1976 Young Men's Council, SREA, Atlanta, Georgia	



**QUALIFICATIONS OF APPRAISER
 STEPHEN R. JOHNSON**

Offices Held (continued)

Discussion Leader 1977 Young Men's Council, SREA, Las Vegas, Nevada	
Elected 1 of 2 National Representatives to the Inter- National Board of Governors of the SREA, representing The Young Men's Council -	1977
International Professional Practice Committee, SREA -	1978-1981
International Conference Committee, SREA -	1978 & 1979
National Candidates Guidance Committee of the American Institute of Real Estate Appraisers (AIREA) -	1978-1981
Chairman National Division of Member and Chapter Services, AIREA -	1981
Board of Directors Northern California Chapter #11, AIREA -1	1980
Admissions Committee, Sierra-Nevada Chapter #60, AIREA	
Board of Directors, Sierra-Nevada Chapter #60, AIREA	1984-1986
Board of Directors, Reno-Carson-Tahoe Chapter	

Appraisal Experience

Independent Fee Appraiser	1976 to present
Johnson Perkins Griffin, LLC	2015 to Present
President, Johnson - Perkins & Associates	1994-2015
President, Johnson - Wright & Associates	1992-1994
President, Stephen R. Johnson & Associates	1976-1992
Alves Appraisal Associates	1972-1976
Alves-Kent Appraisal Associates	1970-1972

Qualified as an Expert Witness

Nevada District Courts:
 Washoe County, Carson City, Douglas County,
 and Elko County
 U.S. Bankruptcy Courts:
 Reno, Las Vegas, Sacramento, and Los Angeles
 U.S. District Court, San Francisco, California
 United States Tax Court
 Arizona Superior Court, Maricopa County, Phoenix
 Douglas County Board of Equalization
 Washoe County Board of Equalization
 Nevada State Board of Equalization
 King County Superior Court, Seattle, Washington



**QUALIFICATIONS OF APPRAISER
STEPHEN R. JOHNSON**

Formal Education

Reno High School Graduate	1966
Bachelor of Science Degree in Business Administration Majoring in Real Estate, from the University of Nevada, Reno	1972

Appraisal Education

University of Nevada: B.A. 430 Real Estate Evaluation	1970
B.A. 432 Real Estate Appraisal Problems	1971
American Institute of Real Estate Appraisers: Course 1A Basic Appraisal Principles, Methods & Techniques, San Francisco, CA	1972
Course 1B Capitalization Theory & Techniques, San Francisco, California	1973
Course 2 Urban Properties, San Francisco, California	
Course 6 Investment Analysis, Memphis, Tennessee	1976
Society of Real Estate Appraisers: Course 301 Special Applications of Appraisal Analysis, Pomona, California	1974
Uniform Appraisal Standards for Federal Land Acquisitions	June 2009
Numerous Continuing Education Seminars and Courses	

Appraisal Instructor

Nevada Association of Realtors
Department of Commerce, Real Estate Division, State of Nevada
Appraisal "A" Residential Appraising
Appraisal "B" Apartment and Commercial Property Appraising
Western Nevada Community College
R.E. 206 Real Estate Appraising
Northern Nevada Real Estate School
Real Estate Appraisal



**QUALIFICATIONS OF APPRAISER
STEPHEN R. JOHNSON
REPRESENTATIVE APPRAISAL CLIENTS AND PROPERTIES**

BARTON MEMORIAL HOSPITAL
CITY OF RENO
CITY OF SPARKS
COLONIAL BANK
R.J.B. DEVELOPMENT COMPANY, CARSON CITY
DOUGLAS COUNTY
LINCOLN COUNTY
LYON COUNTY
WASHOE COUNTY
MINERAL COUNTY
EMERALD BAY POST OFFICE
NEVADA STATE PARK SYSTEM
NEVADA STATE DEPT. OF TRANSPORTATION
NEVADA STATE DIVISION OF LANDS
NEVADA ATTORNEY GENERAL'S OFFICE
U.S. DEPARTMENT OF NAVY
U.S. FOREST SERVICE
FNMA - REGIONAL OFFICE
INTERNAL REVENUE SERVICE
FEDERAL TRADE COMMISSION
WASHOE COUNTY REGIONAL TRANS.
RENO TAHOE AIRPORT AUTHORITY
TAHOE REGIONAL PLANNING AGENCY
CALIFORNIA ATTY GENERAL'S OFFICE
CALIFORNIA TAHOE CONSERVANCY
CITY OF SOUTH LAKE TAHOE
PLACER COUNTY REDEVELOPMENT AGENCY
NEW HAMPSHIRE DEPARTMENT OF JUSTICE
MISSOURI HWY AND TRANS. DEPT COMMISSION
IDAHO TRANSPORTATION DEPARTMENT
COLONIAL BANK
PLUMAS BANK
SECURITY BANK OF NEVADA
LIBERTY BANK
FIRST INDEPENDENT BANK OF NV
NORTHERN NEVADA BUSINESS BANK
NEVADA STATE BANK
UNION BANK
VALLEY BANK OF NEVADA
BANK OF AMERICA
THE BANK OF CALIFORNIA
CROCKER NATIONAL BANK
WELLS FARGO BANK
B OF A TRUST DEPARTMENT
FIRST FEDERAL SAVINGS & LOAN
FIRST WESTERN SAVINGS & LOAN
AMERICAN SAVINGS AND LOAN
NEVADA SAVINGS & LOAN
DILORETO CONST. & DEVELOPMENT
DERMODY PROPERTIES
TRAMMELL CROW CO.
MCKENZIE PROPERTIES
HOMWOOD HIGH & DRY MARINA
TAHOE KEYS MARINA
TAHOE CITY MARINA

WASHOE MEDICAL CENTER
PLAZA RESORT CLUB
ROYAL BANK OF SCOTLAND
CARSON-TAHOE HOSPITAL
JOHNNY RIBEIRO BUILDER
KEEVER CONSTRUCTION COMPANY
SIERRA PACIFIC POWER COMPANY
SOUTH LAKE TAHOE PUBLIC UTILITY DIST.
TAHOE DOUGLAS SEWER DISTRICT
GLENBROOK WATER COMPANY
TAHOE PARK WATER COMPANY
NORTH FOOTHILL APARTMENTS
MEADOWOOD APARTMENTS
WOODSIDE VILLAGE APARTMENTS
SIERRA WOODS APARTMENTS
AMESBURY PLACE APARTMENTS
SUNDANCE APARTMENTS
KEYSTONE SQUARE SHOPPING CTR.
POZZI MOTORS
CARSON CITY DATSUN-AMC-JEEP
LEMMON VALLEY LAND COMPANY
CONSOLIDATED FREIGHTWAYS
RINGSBY UNITED
SYSTEMS 99
EASTMAN KODAK
HALLMARK CARDS
OSCAR MEYER AND COMPANY
GENERAL ELECTRIC
CHEMETRO
CITY SERVICES MINERAL CO.
SUPERIOR OIL COMPANY
TRAVELERS INSURANCE
FARMERS INSURANCE COMPANY
FIRST AMERICAN TITLE CO. OF NV.
FIDELITY TITLE INSURANCE CO
MERRILL LYNCH RELOCATION
YOUNG ELECTRIC SIGN COMPANY
THE TRUST FOR PUBLIC LANDS
THE TRUCKEE DONNER LAND TRUST
THE CONSERVATION FUND
THE NATURE CONSERVANCY
SUGAR BOWL SKI RESORT
THE FEATHER RIVER LAND TRUST
SKI INCLINE RESORT
KIRKWOOD ASSOCIATES
NORTHSTAR
SQUAW VALLEY U.S.A.
LEWIS HOMES OF NEVADA
SYNCON HOMES
MGM GRAND HOTEL CASINO & THEME PARK
EL DORADO HOTEL - CASINO
COMSTOCK HOTEL - CASINO
LAKESIDE INN HOTEL - CASINO
RAMADA EXPRESS HOTEL - CASINO



**QUALIFICATIONS OF APPRAISER
 CARSON TAYLOR COOKE**

State Licensing and Certification

Certified General Appraiser – State of Nevada 2022
 License Number A.0208551-CG (Certified Through 5/31/2024)

Appraisal Education and Technical Training

Appraisal Institute and McKissock Learning
 Appraisal Principles 2018
 Appraisal Procedures 2018
 15-Hour National USPAP Course 2018
 General Appraiser Sales Comparison Approach 2019
 Uniform Appraisal Standards for Federal Land Acquisitions 2019
 General Appraiser Site Valuation & Cost Approach 2020
 General Appraiser Income Approach/Part 1 2021
 General Appraiser Income Approach/Part 2 2021
 General Appraiser Market Analysis Highest and Best Use 2021
 General Report Writing and Case Studies 2022

Formal Education

University of Nevada, Reno 2016
 Bachelor of Marketing
 Minor in Economics

Occupational History

Johnson Perkins Griffin, LLC 05/2018-Present
 CA Ventures 08/2017-/2018
 United Parcel Service 08/2011-/2016



ADDENDA

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
Nevada Land Trust)
Attention: Executive Director)
2601 Plumas Street)
Reno, NV 89509)

APN: 055-180-12

Space Above Line for Recorder's Use Only

DECLARATION OF CONSERVATION EASEMENT

THIS DECLARATION OF CONSERVATION EASEMENT ("Conservation Easement" or "Easement") is made this _____ day of _____, 2023 ("Effective Date"), by NEVADA LAND TRUST, a Nevada nonprofit corporation ("Declarant" or "Owner"), with reference to the following facts:

RECITALS

- A. Declarant is the sole owner in fee simple of certain real property containing approximately 38.6 acres located in the County of Washoe, State of Nevada, designated as Assessor's Parcel Number 055-180-12 and more particularly described in **Exhibit A** and depicted in **Exhibit B**, each attached hereto and incorporated herein by this reference (the "Property"). When used herein, the term "Owner" shall refer to the owner of the Property and any and all of its successors and assigns;
- B. The Property possesses natural, agricultural, scenic, open-space, and wildlife and habitat values as described in NRS Section 111.410 (collectively, "Conservation Values") of great importance to Declarant and the people of the State of Nevada;
- C. In particular, but not by way of limitation, the Conservation Values include the Property's water, forest, and meadows, and also its other significant natural, ecological, agricultural, open-space, and scenic values;
- D. As part of an historic Washoe Valley ranch, the Property has been grazed for many years and presents unique opportunities for education and research by Declarant and Declarant's successors-in-interest with respect to the Property;
- E. The Property is located on the ancestral lands of the Washoe People (Wašī·šiw), within the area confirmed as the Washoe People's primary subsistence and settlement area by the _____ (HNAI). The area was shared with the Numu people (Northern Paiute);

F. Declarant seeks to protect the natural resources of the Property and supports the education of future ranchers, foresters, conservationists, and other skilled professionals vital to that protection;

G. The grant and declaration of this Conservation Easement, and continued agricultural use of the Property, will have significant public benefits and will serve the protection of farmland and open space pursuant to the following clearly delineated public policies:

The Property currently remains in a substantially undisturbed, natural state and has significant ecological and open-space values defined in Nevada's "Easements for Conservation" statute, NRS Sections 111.400 to 111.440, and provides natural habitat for native plant and wildlife; and

NRS Section 111.390 *et seq.* recognizes the importance of private conservation efforts by authorizing conservation easements to retain or protect the natural, scenic, open-space values of real property; to assure its availability for agriculture, recreation or open space uses; or to protect natural resources;

H. Concurrently herewith, Declarant intends to convey the Property to the Board of Regents of the Nevada System of Higher Education, for the benefit of the University of Nevada, Reno ("University"), subject to this Conservation Easement, which is intended to run with the Property and bind all owners of the Property and their successors and assigns;

I. University and Declarant intend that, in partial consideration of Declarant's conveyance of the Property to University, subsequent to Declarant's transfer of the Property to University, Declarant will be the beneficiary and holder of the Conservation Easement; and

J. Declarant is a qualified "holder," as defined in NRS Section 111.410, of an easement for conservation, and is a tax exempt and "qualified conservation organization," within the meaning of Sections 501(c)(3) and 170(b)(1)(A)(iv) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Code").

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons given, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby voluntarily declares and creates a perpetual easement against the entirety of the Property for conservation, as provided in NRS Section 111.410, consisting of the rights and restrictions enumerated herein, on, over, and across the Property, for the purpose of conserving and forever maintaining the natural, scenic, and open-space character of the Property as well as preserving the availability of portions of the Property for agricultural use.

1. Purposes. The purposes of this Conservation Easement are to ensure the Property

will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property (collectively, "Conservation Purpose"). Declarant intends that this Conservation Easement will confine the use of the Property to such activities that are consistent with such Conservation Purpose.

2. Declarant's Rights. To accomplish the Conservation Purpose of this Conservation Easement, Declarant hereby reserves and University, and its successors and assigns, hereby conveys to Declarant, in partial consideration for University's acceptance of the Property from Declarant, the following rights and property interests, to be effective upon Declarant's conveyance of the Property to University:

(a) To identify, preserve, and protect the Conservation Values of the Property;

(b) To enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes in consultation with Owner or its designees; provided that, except in cases where Declarant reasonably believes that a violation or threatened violation is occurring on the Property, such access shall be granted following reasonable written notice to Owner, at reasonable times, and shall not unreasonably interfere with Owner's authorized use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the Conservation Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Conservation Purpose of this Conservation Easement; and

(d) All present and future development rights allocated, implied, reserved or inherent in the Property, provided, however, that such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the Conservation Purpose of this Conservation Easement is hereby prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited, except as otherwise expressly permitted in Section 4 below and/or approved in advance by Declarant, in Declarant's sole discretion, for purposes consistent with the Conservation Purpose of this Easement:

(a) Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Property; however, notwithstanding the foregoing, any land management activities intended to reduce or eliminate fuels for wildfires as part of ongoing fire protection efforts shall be permitted, so long as such activities are carried out in a manner that minimizes adverse impacts to the Conservation Values;

(b) Use of off-road vehicles and use of any other motorized vehicles, except on existing roadways and for land-management activities that are consistent with the Conservation Purpose;

(c) Agricultural, forestry and other land-management activity of any kind, except those conducted in accordance with an Owner-approved land management plan;

(d) Commercial or industrial uses other than permitted agricultural, recreational, educational, and scientific activities;

(e) Any legal or *de facto* division, subdivision, or partitioning of the Property and any separate sale of any portion of the Property, including water rights, apart from the Property as a whole;

(f) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind (other than signs that provide statutory notices prohibiting trespass, use, vandalism, and similar language that notifies the public about the Conservation Values of the Property), except as provided in Section 4 below;

(g) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(h) Planting, introduction or dispersal of non-native or exotic plant or animal species unless other approved in advance by Declarant;

(i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;

(j) Altering the surface or general topography of the Property, including building of roads (except in otherwise expressly provided in Section 4(c) below), except for minimally disruptive measures that are necessary to restore the habitat for the Conservation Purpose intended herein, provided, however, that Owner may construct an unpaved secondary access road to Accessory Envelope 1 (as defined below) from Aspen Creek Road and extending to the existing ranch road in the general location depicted on **Exhibit C** attached hereto;

(k) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law or as otherwise approved in advance by Declarant for (1) fire breaks; (2) maintenance of existing foot trails or roads; (3) prevention or treatment of disease or to respond to a threat to personal safety; or (4) removal, abatement, or management of non-native or invasive plant species; and

(l) Manipulating, impounding or altering any natural watercourse, body of

water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

4. Reserved Rights. Subject to the terms hereof, Declarant hereby grants—upon the transfer of the Property to Owner—to Owner, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the Conservation Purpose of, this Conservation Easement.

(a) Structures and Improvements.

(i) Building Envelopes. The parties acknowledge that three (3) building areas have been designated on the Property as of the Effective Date of this Easement and are depicted on **Exhibit B** and further described in the Baseline Report: (1) an approximately 1-acre area containing an existing residential dwelling and related infrastructure (the “Homestead Envelope”); (2) an approximately 1.3-acre area consisting of relatively flat ground near the northeast corner of ~~entrance~~ the Property that could be suitable for residential or non-residential improvements supporting permitted uses of the Property (“Accessory Envelope 1”); and (3) an approximately .1-acre area consisting of relatively flat ground along the secondary access road that could be suitable for small-scale improvements supporting permitted uses of the Property (“Accessory Envelope 2”). Accessory Envelope 1 and Accessory Envelope 1 shall be referred to collectively herein as the “Accessory Envelopes”. The Homestead Envelope and the Accessory Envelopes shall be referred to collectively herein as the “Building Envelopes” and may be generally referred to individually as a “Building Envelope”.

Although the boundaries of the Building Envelopes have been designated, if either such set of boundaries is not reasonably feasible for permitted residential or other permitted development, then, prior to the commencement of any construction or alteration of the land, the adjusted boundaries of the applicable Building Envelope shall be proposed by Owner for review and approval by Declarant. The adjusted Building Envelope may not increase in size and must provide equal or greater protection of the Conservation Values of the Property. In addition, the adjusted Building Envelope shall be sited, to the extent reasonably practicable, in close proximity to existing road(s) and in an area of the Property that minimizes damage to the Conservation Values. Once established pursuant to the terms hereof, the boundaries of the Building Envelopes may not be changed except pursuant to the terms of this section.

(ii) Existing Structures and Improvements. As of the Effective Date of this Easement, the following structures and improvements exist on the Property: a residential dwelling of approximately 1,255 square feet with an attached garage and secondary living unit of approximately 698 square feet, more fully described in the Baseline Report. Owner may maintain, repair, reasonably enlarge, and replace any of the Property’s existing structures and improvements, as shown in **Exhibit B** and/or more fully described in the Baseline Report, including but not limited to existing buildings, sheds, fences, utilities, and other improvements, or subsequently constructed improvements erected pursuant to the terms of this Easement, in their current locations or within the applicable Building Envelope. The existing residential dwelling may be enlarged to a total footprint of 10,000 square feet

with a height allowance in accordance with local zoning requirements with prior written notice to Declarant or to such larger size with Declarant's prior written approval.

(iii) New Improvements within the Homestead Envelope and Accessory Envelope 1.

With prior written notice to Declarant and subject to applicable zoning and other laws, new structures, buildings, and improvements to be used for permitted uses of the Property, including but not limited to barns, equipment sheds, residential dwellings or bunkhouses, research-related structures, temporary/seasonal housing, and workshops, may be built, repaired, reasonably enlarged, and replaced within the Homestead Envelope and Accessory Envelope 1. Underground utilities and no more than one new (1) septic system each in the Homestead Envelope and Accessory Envelope 1 may be constructed, maintained, repaired, or replaced in substantially the same location. Any disturbance or other permitted activity within the Homestead Envelope and Accessory Envelope 1 shall be located in areas that have been previously disturbed, if applicable, and/or shall otherwise be conducted in a manner that minimizes damage to the Conservation Values. The total footprint of all new structures in Homestead Envelope and Accessory Envelope 1 shall be no more than 10,000 square feet (with height allowances in accordance with local zoning requirements) unless otherwise approved by Declarant.

(iv) New Improvements within the Accessory Envelope 2.

With prior written notice to Declarant and subject to applicable zoning and other laws, new small-scale structures, buildings, and improvements to be used for permitted uses of the Property, including but not limited to agricultural improvements, research-related structures, or temporary/seasonal housing, may be built, repaired, reasonably enlarged, and replaced entirely within the Accessory Envelope 2. Underground utilities may be constructed, maintained, repaired, or replaced in substantially the same location. Any disturbance or other permitted activity within the Accessory Envelope 2 shall be located in areas that have been previously disturbed, if applicable, and/or shall otherwise be conducted in a manner that minimizes damage to the Conservation Values.

(v) Structures and Improvements outside the Building Envelopes.

Any agricultural, recreational, scientific, or education-related structure or improvement to be located outside the Building Envelopes may be constructed only with prior written approval of Declarant, in its sole and absolute discretion. Further, structures or improvements may only be constructed outside of the Building Envelopes if they neither individually nor collectively have an adverse impact on the Conservation Values.

(b) Fencing.

(i) Temporary Fencing. Owner may install temporary fences (i.e., of a type and style that is intended to be transitory, such as thread-in or step-on posts, etc.) for purposes of reasonable and customary management and protection of livestock, and wildlife, and the reasonable and customary security of the residences and other improvements on the Property.

(ii) New Fences. With prior written notice to Declarant, new fences may be built for purposes of permitted agricultural operations; reasonable and customary management of livestock and wildlife; and the reasonable and customary security of the residences and other improvements on the Property, including but not limited to construction of a fence(s) around the perimeter of the Property or portions of the perimeter to prevent trespass. Except where the exclusive purpose of such

fencing is to exclude wildlife to protect persons or permitted improvements (such as permitted structures or gardens), all new fencing shall comply with reasonably customary wildlife friendly fencing standards.

(c) Roads and Trails.

(i) Existing and Unpaved Roads and Trails. Owner may (i) access, use, maintain, and repair the existing roads (all located as shown on **Exhibit B** and/or as further shown and described in the Baseline Report) in their current locations; and (ii) access, use, maintain, and repair existing pathways and trails on the Property (all located as shown on **Exhibit B** and/or as further shown and described in the Baseline Report) in their current locations.

(ii) Paving and New Roads and Trails. Except for existing paved surfaces, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, unless prior written approval is obtained from Declarant. Acceptable reasons for use of paving material include that paving is required by a law or regulation related to air quality, fire safety, accessibility for disabled persons, or is otherwise required for activities permitted on the Property.

The construction of new roads and trails and any widening, improvement, or relocation of the existing roads and trails on the Property to support permitted uses may be permitted, provided that such new roads and trails must be necessary to carry out the agricultural operations or other allowed uses on the Property, and that prior to the commencement of any construction or alteration of the land for these purposes, the new or adjusted location of the road or trail shall be proposed by Owner pursuant to the terms of this Easement for review and prior written approval by Declarant, in Declarant's sole and absolute discretion. Owner may, with Declarant's prior written approval, in its reasonable discretion, construct a new road along the southern boundary of the Property in order to improve access from the Property to the USFS-managed public lands to the west, as generally depicted on **Exhibit C**; provided that the proposed area of such new road shall be carefully assessed to avoid, to the extent reasonably feasible, potential erosion and other adverse impacts to Conservation Values.

Commented [EF1]: Refine description, if necessary.

All new and relocated roads and trails shall be constructed and maintained so as to reasonably minimize erosion and sedimentation and ensure proper drainage, utilizing best management practices as recommended by NRCS or similar or successor entity, but this section shall not be construed to require that existing roads be reconstructed to meet these standards. As a condition of road or trail removal or relocation, Declarant may require the restoration of the removed or relocated road or trail.

(d) Recreational, Educational, and Scientific Use. Passive, non-motorized, recreational, educational, and scientific activities, such as hiking, wildlife observation, scientific research and experiential learning, are permitted, provided that such activities do not impair the Conservation Values.

5. Notice and Approval.

(a) Owner shall give at least forty-five (45) days' advance written notice to Declarant prior to seeking or carrying out any activity requiring, a building, grading, or zoning permit or environmental regulatory review or permit for an activity or improvement on the Property, and prior to exercising any reserved right on the Property that may impair the Conservation Values or where written notice is otherwise expressly required in this Easement. Such written notice shall provide Declarant with adequate information, documents, and plans so as to enable Declarant to confirm compliance with the terms of this Easement and to enable Declarant to keep its records current.

(b) Where Declarant's approval or consent is required under this Easement, said approval or consent (i) shall not be unreasonably withheld, conditioned, or delayed by Declarant, except where expressly provided in this Easement that Declarant's approval shall be in Declarant's sole and absolute discretion; (ii) shall be sought and given in writing in accordance with the notice provisions of Section 11; and (iii) shall in all cases be obtained by Declarant prior to taking the proposed action. In seeking approval, Owner will provide Declarant with adequate information, documents, and plans of said action, so as to enable Declarant to confirm compliance with this Easement and to keep its records current. If the information submitted is insufficient for Declarant to make an informed judgment of the activity's consistency with the terms of this Easement, then Declarant shall request from Owner the additional information Declarant reasonably deems necessary to allow Declarant to make such a judgment.

Declarant shall grant, grant with conditions, or withhold its approval or consent in writing within forty-five (45) days from the date that Declarant has received Owner's notice and sufficient information to make a determination. Declarant may grant approval to Owner only when Declarant, acting in Declarant's reasonable discretion (except where expressly provided in this Easement that Declarant's consent shall be in Declarant's sole and absolute discretion), determines that the proposed action is not inconsistent with the Conservation Purpose or is otherwise not an expressly prohibited use. If, in the judgment of Declarant, the proposed use or activity should not be permitted in the form proposed, but could be permitted if modified, then Declarant's response may propose to Owner suggested modification(s) and/or condition(s) that would permit the use or activity. If Owner disagrees with Declarant's decision, the Parties may agree to mediate the disagreement by written request of one party to the other party.

Declarant shall use good-faith efforts to respond promptly to any requests of Owner. If Declarant does not respond to Owner's notice within forty-five (45) days from the date that Declarant received the notice and sufficient information to make a determination, Owner's request shall be deemed approved, provided that the activity is carried out as provided in its notice to Declarant, that the proposed activity is not inconsistent with the Conservation Purpose or is otherwise not expressly prohibited under the terms of this Easement, and that any such deemed approval shall not be construed to deprive Declarant or Owner of any judicial remedy provided at law or in equity, or by agreement herein, to enforce, or to prevent a violation of the terms and conditions of this Easement. Further, any such deemed approval shall in no way be construed to be a waiver by Declarant of its right to approve, approve with conditions, or withhold approval of any future request for Declarant's approval of a use, activity, or plan pursuant to this Section 5.

(c) The parties agree that the requirements of Owner to provide written notice to, and/or obtain prior written approval from, Declarant prior to undertaking certain permitted activities is a

material term in this Easement and that all remedies afforded to Declarant for violations of the terms of this Easement shall apply equally to these requirements.

6. Declarant's Remedies. If Declarant determines that a violation of the terms of this Conservation Easement has occurred or is threatened by Owner or anyone on the Property with or without the permission of Declarant, Declarant shall give written notice to Owner of such violation and demand in writing the cure of such violation. If Owner fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Declarant, or if the cure reasonably requires more than fifteen (15) days to complete and Owner fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Declarant may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Declarant may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Owner's liability therefor, Declarant may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Declarant, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Declarant may pursue its remedies under this Section 6 without prior notice to Owner or without waiting for the period provided for cure to expire. Declarant's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Declarant agrees that Declarant's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Declarant shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Declarant may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Declarant's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of Declarant to discover a violation or to take immediate legal action shall not bar Declarant from taking such action at a later time.

6.1. Costs of Enforcement. Any costs incurred by Declarant in enforcing the terms of this Conservation Easement against Owner or any other violator of the terms of this Easement, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Owner's negligence, willful misconduct, or breach of this Conservation Easement, shall be borne by Owner.

6.2. Declarant's Discretion. Enforcement of the terms of this Conservation Easement by Declarant shall be at the discretion of Declarant, and any forbearance by Declarant to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Declarant of such term or of any subsequent breach of the same or any other term of this Conservation Easement or

of any of Declarant's rights under this Conservation Easement. No delay or omission by Declarant in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

6.3. Acts Beyond Owner's Control. Nothing contained in this Conservation Easement shall be construed to entitle Declarant to bring any action against Owner for any injury to or change in the Property resulting from (i) any natural cause beyond Owner's control, including, without limitation, fire not caused by Owner, flood, storm, and earth movement, or any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Declarant or its employees.

7. Access. This Conservation Easement does not convey a general right of access to the public.

8. Costs and Liabilities. Upon conveyance of the Property to Owner, Owner shall have all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Owner agrees that Declarant shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Owner or Declarant, the public or any third parties from risks relating to conditions on the Property. Upon conveyance of the Property to Owner, Owner shall be solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

8.1. Owner's Duties. Owner shall undertake all reasonable actions (i) to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property and (ii) to instruct any of Owner's invitees or any other person on the Property of the requirements, limitations, and obligations of this Conservation Easement. In addition, to the extent necessary, Owner shall undertake all commercially reasonable actions to perfect Declarant's access rights under Section 2 of this Conservation Easement.

8.2. Taxes; No Liens. Owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Declarant with satisfactory evidence of payment upon request. Owner shall keep the Property free from any liens, including those arising out of any obligations incurred by Owner for any labor or materials furnished or alleged to have been furnished to or for Owner at or for use on the Property.

8.3. Hold Harmless. Owner, subject to the applicable limitations of NRS Chapter 41, shall hold harmless, protect, and indemnify Declarant and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of

action, claims, demands, orders, liens or judgments (each a “Claim” and, collectively, “Claims”), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or willful misconduct of Declarant or any of its employees; (2) the obligations specified in Sections 4, 8, and 8.1; and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Owner shall, at the election of and upon written notice from Declarant, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party.

8.4. Extinguishment. The parties agree that it is the intent of this Conservation Easement to run with the land in perpetuity. If, however, circumstances arise in the future such as to render the Conservation Purpose of this Conservation Easement impossible to accomplish, this Easement may be terminated, in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Declarant shall be entitled from such sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment shall be determined, unless otherwise provided by Nevada law at the time, in accordance with Section 8.6. Declarant shall use all such proceeds in a manner consistent with the Conservation Purpose of this Easement. Owner and Declarant intend that this Easement shall not be terminated solely as a result of changes in the surrounding land uses, changed agricultural practices, the non-availability of water, or any other changes in the condition of the Property or the land surrounding the Property. No voluntary or involuntary sale, exchange, conversion or conveyance of any kind of all or part of the Property, or any interest in it, shall limit or terminate the provisions of this Easement.

8.5. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, so as to abrogate the restrictions imposed by this Easement or otherwise effectively to frustrate the Conservation Purpose hereof, Declarant and Owner shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking, Owner and Declarant each reserving all rights to contest, challenge or otherwise object to the taking (as opposed to the proceedings to value the interest taken and determine damages in which they shall both join). Declarant shall be entitled to the proportionate share of the condemnation proceeds for its interest in the Property, as determined in accordance with Section 8.6 below. Any expenses incurred by the parties shall be paid out of such party’s respective share of the condemnation proceeds. Owner shall obtain Declarant’s written approval prior to agreeing to a purchase in lieu of a taking.

8.6. Valuation. This Easement constitutes a real property interest immediately vested in Declarant. For the purpose of this Easement, the parties stipulate that this Easement has a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by the Easement by (b) the ratio of the value of the Easement at the time of this grant to the value of the Property unencumbered by the Easement at the time of this grant, as determined on or about the date of the termination. The values shall be determined by one or more qualified appraisals performed by an independent appraiser jointly selected by Declarant and

Owner at the time of the termination. The appraisal(s) shall conform to the Uniform Standards of Professional Appraisal Practices and Treas. Reg. Section 1.170A-13 and guidance of the Internal Revenue Service. The cost of the appraisal(s) shall be paid by Owner. Nothing herein shall prevent Declarant and/or Owner from having an appraisal prepared at any party's individual expense. In the event of a termination or extinguishment of this Easement by a judicial proceeding, Owner shall pay Declarant the fair market value of this Easement, which shall be payable to Declarant at the time of termination; no final court order or other instrument terminating the Easement shall be recorded or will be effective unless Declarant is first paid the value as provided above.

8.7. It is the intent of Declarant, and of Owner upon conveyance of the Property to Owner, that no merger of title shall take place which would merge the restrictions of the Conservation Easement with fee title to the Property and thereby eliminate them, as the parties intend that no such merger take place and that the restrictions on the use of the Property, as embodied in this Conservation Easement shall, in the event title becomes vested in the holder of the Conservation Easement, become and remain permanent and perpetual restrictions on the use of the Property as provided for in this Conservation Easement, and that merger, which would eliminate such restrictions, shall not take place.

9. Transfer of Easement. This Conservation Easement is transferable by Declarant, but Declarant may assign this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to NRS Section 111.410 (or any successor provision then applicable). Declarant shall require the assignee to agree to assume all of Declarant's rights and obligations under this Easement and to record the assignment in the county where the Property is located.

10. Transfer of Property. Declarant and Owner each agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Declarant or Owner divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Owner further agrees to give written notice to Declarant of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Declarant shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Declarant or Owner to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Owner:

University of Nevada, Reno
Real Estate Office
1664 North Virginia Street
Mail Stop 243

Reno, Nevada 89557

With a copy to:

General Counsel
University of Nevada, Reno
Mail Stop 0550
1664 N. Virginia Street
Reno, NV 89557-0550

To Declarant:

Nevada Land Trust
Attention: Executive Director
2601 Plumas Street
Reno, NV 89509

With copies to:

Craig Etem
Fennemore Law
7800 Rancharrah Parkway
Reno, NV 89511

Ellen Fred
Conservation Partners LLP
ADDRESS

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

12. Amendment. This Conservation Easement may be amended by Declarant and Owner only by mutual written agreement. Any such amendment shall be consistent with the Conservation Purpose of this Conservation Easement and federal and state law governing conservation easements and shall not affect the Conservation Easement's perpetual duration nor jeopardize Declarant's or Owner's nonprofit or tax-exempt status. Any such amendment shall be recorded in the official records of Washoe County, State of Nevada.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Nevada, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the

contrary, this Conservation Easement shall be liberally construed to give effect to the Conservation Purpose of this Conservation Easement and the policy and purpose of NRS Section 111.400 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 12.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Owner's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the Property in perpetuity and shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property. Any rights, obligations, and interests herein granted to Owner, as owner of the Property following the transfer of the Property to Owner, shall also be deemed granted to each and every one of Owner's subsequent personal representatives, heirs, successors, and assigns, and the word "Owner" or "Owner" when used herein shall include all of those persons or entities. Any rights, obligations, and interests herein granted to Declarant, as holder of the Conservation Easement, shall also be deemed granted to each and every one of Declarant's subsequent permitted personal representatives, heirs, successors, and assigns, and the word "Declarant" when used herein shall include all of those persons or entities.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability. Owner represents and warrants that it has

no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Owner under Section 8.2, Owner hereby releases and agrees to indemnify, protect and hold harmless Declarant from and against any and all Claims (defined in Section 8.2) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Declarant, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against Declarant by reason of any such Claim, Owner shall, at the election of and upon written notice from Declarant, defend such action or proceeding by counsel reasonably acceptable to Declarant.

Notwithstanding any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Declarant any of the following:

- (1) The obligations or liability of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, “CERCLA”); or
- (2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (3) The obligations of a responsible person under any applicable Environmental Laws; or
- (4) The right to investigate and remediate any Hazardous Materials associated with the Property; or
- (5) Any control over Owner’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term “Hazardous Materials” includes, without limitation, any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

“Environmental Law” of “Environmental Laws” means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous

materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect. Effective upon conveyance of the Property to Owner, Owner represents, warrants and covenants to Declarant that activities upon and use of the Property by Owner, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Owner represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, mineral interests) that have not been expressly subordinated to this Conservation Easement, and that the Property is not subject to any other conservation easement.

(k) Additional Easements. Upon conveyance of the property to Owner, Owner shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Declarant. Declarant may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Conservation Purpose of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Section 13(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 10.

(l) Recording. Declarant shall record this Conservation Easement in the Official Records of Washoe County, Nevada, and may re-record it at any time as Declarant deems necessary to preserve its rights in this Conservation Easement.

[Signatures to follow on next page]

IN WITNESS WHEREOF Declarant has executed this Conservation Easement the day and year first above written.

DECLARANT:

NEVADA LAND TRUST,
a Nevada nonprofit corporation

BY: _____
NAME: _____
TITLE: _____

Acknowledged and agreed:

OWNER:

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
FOR THE BENEFIT OF UNIVERSITY OF NEVADA, RENO

BY: _____
NAME: _____
TITLE: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WASHOE, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

DRAFT

EXHIBIT B

**MAP OF PROPERTY, BUILDING ENVELOPES,
AND POTENTIAL FUTURE ROAD LOCATION**

DRAFT

<p>RECORDING REQUESTED BY AND MAIL TAX STATEMENTS TO:</p> <p>NAME: _____ ADDRESS: _____ CITY/ST/ZIP: _____</p> <p>APN: <u>055-180-12</u></p>	<p>THIS SPACE FOR RECORDERS USE ONLY</p>
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**Grant, Bargain, and Sale Deed
with Reservation of Declaration of Conservation Easement**

THIS INDENTURE WITNESS that the GRANTOR, Nevada Land Trust, a Nevada nonprofit corporation, for and in consideration of ___ Dollars (\$__.00) and other good and valuable consideration, does hereby GRANT, BARGAIN, SELL AND CONVEY to _____, all that real property situated in an unincorporated area of Washoe County, State of Nevada, described as follows:

See **Exhibit "A"** attached hereto and incorporated herein

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining to and

Expressly reserving unto GRANTOR that certain conservation easement as created under and on the terms and conditions of the Declaration of Conservation Easement, attached hereto as **Exhibit "B"** and incorporated herein by this reference.

Witness my/our hand(s) this _____ day of _____, 2023.

Notary Acknowledgment Attached

Acknowledged and Accepted

Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno

By: _____

Dale A.R. Erquiaga

Acting Chancellor, Nevada System of Higher Education

Date _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WASHOE, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

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

Parcel 4 as shown on Parcel Map No. 3326 for Edward D.S. Sullivan, filed in the office of the Washoe County Recorder, State of Nevada, on April 29, 1998, as File No. 2204958, Official Records.

**EXHIBIT “B”
TO GRANT, BARGAIN, AND SALE DEED
WITH RESERVATION OF CONSERVATION EASEMENT**

DECLARATION OF CONSERVATION EASEMENT

THIS DECLARATION OF CONSERVATION EASEMENT (this “Conservation Easement” or “Easement”) is made this ____ day of _____, 2023 (the “Effective Date”), by NEVADA LAND TRUST, a Nevada nonprofit corporation (“Declarant” or “Easement Holder”, as the context may indicate), with reference to the following facts:

RECITALS

A. Simultaneously herewith, Declarant has conveyed the Property to the Board of Regents of the Nevada System of Higher Education, for the benefit of the University of Nevada, Reno (“University”), reserving to itself this Conservation Easement, which runs with the Property and binds the University and all subsequent owners of the Property and their successors and assigns. When used herein, the term “Owner” shall refer to the owner of the Property and any and all of Owner’s successors and assigns, including, without limitation, the University.

B. As of the Effective Date, Owner is the sole owner in fee simple of certain real property containing approximately 38.63 acres located in the County of Washoe, State of Nevada, designated as Assessor’s Parcel Number 055-180-12 and more particularly described in **Exhibit A** and depicted in **Exhibit B**, each of which is attached hereto and incorporated herein by this reference (the “Property”).

C. Easement Holder recognizes and declares that the Property possesses natural, agricultural, scenic, open-space, and wildlife and habitat values as generally described in NRS Section 111.410 (collectively, “Conservation Values”) and pursuant thereto is of great importance to Declarant and the people of the State of Nevada.

D. In particular, but not by way of limitation, the Conservation Values include the Property’s water, forest, and meadows, and also its other significant natural, ecological, agricultural, open-space, and scenic values.

E. As part of an historic “Washoe Valley Ranch,” the Property has been utilized for grazing for a number of years and presents unique opportunities for education and research by the University, and by University’s successors-in-interest with respect to the Property.

F. Easement Holder seeks to protect the natural resources of the Property and supports the education of future ranchers, foresters, conservationists, and other skilled professionals vital to that protection.

G. The declaration of this Conservation Easement, and continued agricultural use of the Property, will have significant public benefits, and will serve the protection of farmland and open

space pursuant to the following clearly delineated public policies (*italicized* herein for emphasis only):

The Property currently remains in a substantially undisturbed, natural state and has significant ecological and open-space values defined in Nevada's "Easements for Conservation" statute, NRS Sections 111.400 to 111.440, and provides natural habitat for native plant and wildlife; and

NRS Section 111.390 et seq. recognizes the importance of private conservation efforts by authorizing conservation easements to retain or protect the natural, scenic, open-space values of real property; to assure its availability for agriculture, recreation, or open space uses; or to protect natural resources;

H. Easement Holder is a qualified "holder," as defined in NRS Section 111.410, of an easement for conservation, and is a tax exempt and "qualified conservation organization," within the meaning of Sections 501(c)(3) and 170(b)(1)(A)(iv) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Code").

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons given, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby voluntarily declares, creates, and reserves to itself, its successors, and assigns, a perpetual easement against the entirety of the Property for conservation, all as provided in, and in accordance with, NRS Section 111.410, consisting of the rights and restrictions enumerated herein, on, over, and across the Property, for the purpose of conserving and forever maintaining the natural, scenic, and open-space character of the Property as well as preserving the availability of portions of the Property for agricultural use.

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property (collectively, "Conservation Purpose"). Easement Holder intends that this Conservation Easement will confine the use of the Property to such activities that are consistent with such Conservation Purpose.

2. Easement Holder's Rights. To accomplish the Conservation Purpose of this Conservation Easement, Declarant hereby reserves to itself, as holder of the Conservation Easement, and to its successors and assigns, and University, as Owner of the Property, hereby expressly acknowledges, in partial consideration for Declarant's conveyance of the Property to the University, the following rights and property interests of Easement Holder:

(a) The right to identify, preserve, and protect the Conservation Values of the Property;

(b) The right to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and

interpretive purposes in consultation with Owner or its designees; provided that, except in cases where Easement Holder reasonably believes that a violation or threatened violation is occurring on the Property, such access shall be granted following reasonable prior written notice to Owner, at reasonable times, and shall not unreasonably interfere with the authorized use and quiet enjoyment of the Property;

(c) The right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Conservation Purpose of this Conservation Easement; and

(d) All present and future development rights allocated, implied, reserved, or inherent in the Property, provided, however, that such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the Conservation Purpose of this Conservation Easement is hereby prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited, except as otherwise expressly permitted in Section 4 below and/or approved in advance by Easement Holder, in Easement Holder's sole discretion, for purposes consistent with the Conservation Purpose of this Easement:

(a) Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Property; provided, however, that notwithstanding the foregoing, any land management activities intended to reduce or eliminate fuels for wildfires as part of ongoing fire protection efforts shall be permitted, so long as such activities are carried out in a manner that minimizes adverse impacts to the Conservation Values;

(b) Use of off-road vehicles and use of any other motorized vehicles, except on existing roadways and for land-management activities that are consistent with the Conservation Purpose;

(c) Agricultural, forestry and other land-management activity of any kind, except those conducted in accordance with an Owner-approved land management plan;

(d) Commercial or industrial uses other than permitted agricultural, recreational, educational, and scientific activities;

(e) Any legal or *de facto* division, subdivision, or partitioning of the Property and any separate sale of any portion of the Property, including water rights, apart from the Property as a whole;

(f) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind (other than signs that provide statutory notices

prohibiting trespass, use, vandalism, and similar language that notifies the public about the Conservation Values of the Property), except as provided in Section 4 below;

(g) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids, or any other materials;

(h) Planting, introduction, or dispersal of non-native or exotic plant or animal species unless otherwise approved in advance by Easement Holder;

(i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Property;

(j) Altering the surface or general topography of the Property, including, without limitation, the building of roads (except in otherwise expressly provided in Section 4(c) below), except for minimally disruptive measures that are necessary to restore the habitat for the Conservation Purpose intended herein, provided, however, that Owner may construct an unpaved secondary access road to Accessory Envelope 1 (as defined below) from Aspen Creek Road and extending to the existing ranch road in the general location depicted on **Exhibit B** attached hereto;

(k) Removing, destroying, or cutting of trees, shrubs, or other vegetation, except as required by law or as otherwise approved in advance by Easement Holder for (1) fire breaks; (2) maintenance of existing foot trails or roads; (3) prevention or treatment of disease or to respond to a threat to personal safety; or (4) removal, abatement, or management of non-native or invasive plant species; and

(l) Manipulating, impounding, or altering any natural watercourse, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

4. **Reserved Rights.** Subject to the terms of this Conservation Easement, Owner (including, without limitation, the University), and Owner's personal representatives, heirs, successors, and assigns, have all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the Conservation Purpose of, this Conservation Easement, including, without limitation, the following.

(a) Structures and Improvements.

(i) **Building Envelopes.** The parties acknowledge that three (3) building areas have been designated on the Property as of the Effective Date of this Easement and are depicted on **Exhibit B** and further described in the Baseline Report: (1) an approximately 1-acre area containing an existing residential dwelling and related infrastructure (the "**Homestead Envelope**"); (2) an approximately 1.3-acre area consisting of relatively flat ground near the northeast corner of the Property that could be suitable for residential or non-residential improvements supporting permitted uses of the Property ("**Accessory Envelope 1**"); and (3) an approximately .1-acre area consisting of

relatively flat ground along the secondary access road that could be suitable for small-scale improvements supporting permitted uses of the Property (“Accessory Envelope 2”). Accessory Envelope 1 and Accessory Envelope 2 shall be referred to collectively herein as the “Accessory Envelopes”. The Homestead Envelope and the Accessory Envelopes shall be referred to collectively herein as the “Building Envelopes” and may be generally referred to individually as a “Building Envelope”.

Although the boundaries of the Building Envelopes have been designated, if either such set of boundaries is not reasonably feasible for permitted residential or other permitted development, then, prior to the commencement of any construction or alteration of the Property, the adjusted boundaries of the applicable Building Envelope shall be proposed by Owner for review and approval by Easement Holder. The adjusted Building Envelope may not increase in size and must provide equal or greater protection of the Conservation Values of the Property. In addition, the adjusted Building Envelope shall be sited, to the extent reasonably practicable, in close proximity to existing road(s) and in an area of the Property that minimizes damage to the Conservation Values. Once established pursuant to the terms hereof, the boundaries of the Building Envelopes may not be changed except pursuant to the terms of this section.

(ii) Existing Structures and Improvements. As of the Effective Date of this Easement, the following structures and improvements exist on the Property: a residential dwelling of approximately 1,255 square feet with an attached garage and secondary living unit of approximately 698 square feet, more fully described in the Baseline Report. Owner may maintain, repair, reasonably enlarge, and replace any of the Property’s existing structures and improvements, as shown in **Exhibit B** and/or more fully described in the Baseline Report, including but not limited to existing buildings, sheds, fences, utilities, and other improvements, or subsequently constructed improvements erected pursuant to the terms of this Easement, in their current locations or within the applicable Building Envelope. The existing residential dwelling may be enlarged to a total footprint of 10,000 square feet with a height allowance in accordance with local zoning requirements with prior written notice to Easement Holder or to such larger size with Easement Holder’s prior written approval.

(iii) New Improvements within the Homestead Envelope and Accessory Envelope 1. With prior written notice to Easement Holder and subject to applicable zoning and other laws, new structures, buildings, and improvements to be used for permitted uses of the Property, including but not limited to barns, equipment sheds, residential dwellings or bunkhouses, research-related structures, temporary/seasonal housing, and workshops, may be built, repaired, reasonably enlarged, and replaced within the Homestead Envelope and Accessory Envelope 1. Underground utilities and no more than one new (1) septic system each in the Homestead Envelope and Accessory Envelope 1 may be constructed, maintained, repaired, or replaced in substantially the same location. Any disturbance or other permitted activity within the Homestead Envelope and Accessory Envelope 1 shall be located in areas that have been previously disturbed, if applicable, and/or shall otherwise be conducted in a manner that minimizes damage to the Conservation Values. The total footprint of all new structures in Homestead Envelope and Accessory Envelope 1 shall be no more than 10,000 square feet (with height allowances in accordance with local zoning requirements) unless otherwise approved by Easement Holder.

(iv) New Improvements within the Accessory Envelope 2. With prior written notice to Easement Holder and subject to applicable zoning and other laws, new small-scale structures, buildings, and improvements to be used for permitted uses of the Property, including but not limited to agricultural improvements, research-related structures, or temporary/seasonal housing, may be built, repaired, reasonably enlarged, and replaced entirely within the Accessory Envelope 2. Underground utilities may be constructed, maintained, repaired, or replaced in substantially the same location. Any disturbance or other permitted activity within the Accessory Envelope 2 shall be located in areas that have been previously disturbed, if applicable, and/or shall otherwise be conducted in a manner that minimizes damage to the Conservation Values.

(v) Structures and Improvements outside the Building Envelopes. Any agricultural, recreational, scientific, or education-related structure or improvement to be located outside the Building Envelopes may be constructed only with prior written approval of Easement Holder, in its sole and absolute discretion. Further, structures or improvements may only be constructed outside of the Building Envelopes if they neither individually nor collectively have an adverse impact on the Conservation Values.

(b) Fencing.

(i) Temporary Fencing. Owner may install temporary fences (i.e., of a type and style that is intended to be transitory, such as thread-in or step-on posts, etc.) for purposes of reasonable and customary management and protection of livestock, and wildlife, and the reasonable and customary security of the residences and other improvements on the Property.

(ii) New Fences. With prior written notice to Easement Holder, new fences may be built for purposes of permitted agricultural operations; reasonable and customary management of livestock and wildlife; and the reasonable and customary security of the residences and other improvements on the Property, including but not limited to construction of a fence(s) around the perimeter of the Property or portions of the perimeter to prevent trespass. Except where the exclusive purpose of such fencing is to exclude wildlife to protect persons or permitted improvements (such as permitted structures or gardens), all new fencing shall comply with reasonably customary wildlife friendly fencing standards.

(c) Roads and Trails.

(i) Existing and Unpaved Roads and Trails. Owner may (i) access, use, maintain, and repair the existing roads (all located as shown on **Exhibit B** and/or as further shown and described in the Baseline Report) in their current locations; and (ii) access, use, maintain, and repair existing pathways and trails on the Property (all located as shown on **Exhibit B** and/or as further shown and described in the Baseline Report) in their current locations.

(ii) Paving and New Roads and Trails. Except for existing paved surfaces, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, unless prior written approval is obtained from Easement Holder. Acceptable reasons for use of paving material include that paving is required by a law or regulation related to air quality, fire safety, accessibility for disabled persons, or is otherwise required for activities permitted on the Property.

The construction of new roads and trails and any widening, improvement, or relocation of the existing roads and trails on the Property to support permitted uses may be permitted, provided that such new roads and trails must be necessary to carry out the agricultural operations or other allowed uses on the Property, and that prior to the commencement of any construction or alteration of the Property for these purposes, the new or adjusted location of the road or trail shall be proposed by Owner pursuant to the terms of this Easement for review and prior written approval by Easement Holder, in Easement Holder's sole and absolute discretion. Notwithstanding the foregoing or anything contained herein to the contrary, University may, with prior written notice to Easement Holder and during University's period of ownership only, construct a new road along the southern boundary of the Property, as generally depicted on **Exhibit B**, in order to improve access from the Property to the United States Forest Service-managed public lands to the west; provided, however, that the proposed area of such new road shall be carefully assessed, and such road construction shall be undertaken in such a manner, so as to avoid, to the extent reasonably feasible, potential erosion and other adverse impacts to Conservation Values. The parties acknowledge and agree that the right to build such new road described in the immediately preceding sentence is personal to University and shall not extend to any future Owners and otherwise shall not run with the Property.

All new and relocated roads and trails shall be constructed and maintained so as to reasonably minimize erosion and sedimentation and ensure proper drainage, utilizing best management practices as recommended by United States Natural Resources Conservation Service or similar or successor entity, but this section shall not be construed to require that existing roads be reconstructed to meet these standards. As a condition of road or trail removal or relocation, Easement Holder may require the restoration of the removed or relocated road or trail.

(d) Recreational, Educational, and Scientific Use. Passive, non-motorized, recreational, educational, and scientific activities, such as hiking, wildlife observation, scientific research, and experiential learning, are permitted, provided that such activities do not impair the Conservation Values.

5. Notice and Approval.

(a) Owner shall give Easement Holder at least forty-five (45) days' advance written notice prior to seeking or carrying out any activity requiring, a building, grading, or zoning permit or environmental regulatory review or permit for an activity or improvement on the Property, and prior to exercising any reserved right on the Property that may impair the Conservation Values or where written notice is otherwise expressly required in this Easement. Such written notice shall provide Easement Holder with reasonably adequate information, documents, and plans so as to enable Easement Holder to confirm compliance with the terms of this Easement and to enable Easement Holder to keep its records current.

(b) Where Easement Holder's approval or consent is required under this Easement, said approval or consent (i) shall not be unreasonably withheld, conditioned, or delayed by Easement Holder, except where expressly provided in this Easement that Easement Holder's approval shall be in Easement Holder's sole and absolute discretion; (ii) shall be sought and given in writing in accordance with the notice provisions of Section 11; and (iii) shall in all cases be obtained by Easement Holder prior to taking the proposed action. In seeking

approval, Owner will provide Easement Holder with adequate information, documents, and plans of said action, so as to enable Easement Holder to confirm compliance with this Easement and to keep its records current. If the information submitted is insufficient for Easement Holder to make an informed judgment of the activity's consistency with the terms of this Easement, then Easement Holder shall request from Owner the additional information Easement Holder reasonably deems necessary to allow Easement Holder to make such a judgment.

Easement Holder shall grant, grant with conditions, or withhold its approval or consent in writing within forty-five (45) days from the date that Easement Holder has received Owner's notice and sufficient information for Easement Holder to make a determination in response to such notice. Easement Holder may grant approval to Owner only when Easement Holder, acting in Easement Holder's reasonable discretion (except where expressly provided in this Easement that Easement Holder's consent shall be in Easement Holder's sole and absolute discretion), determines that the proposed action is not inconsistent with the Conservation Purpose or is otherwise not an expressly prohibited use. If, in the judgment of Easement Holder, the proposed use or activity should not be permitted in the form proposed, but could be permitted if modified, then Easement Holder's response may propose to Owner suggested modification(s) and/or condition(s) that would permit the use or activity. If Owner disagrees with Easement Holder's decision, the Parties may agree to mediate the disagreement by written request of one party to the other party.

Easement Holder shall use good-faith efforts to respond promptly to any requests of Owner. If Easement Holder does not respond to Owner's notice within forty-five (45) days from the date that Easement Holder received the notice and sufficient information to make a determination, Owner's request shall be deemed approved, provided that the activity is carried out as provided in its notice to Easement Holder, that the proposed activity is not inconsistent with the Conservation Purpose or is otherwise not expressly prohibited under the terms of this Easement, and that any such deemed approval shall not be construed to deprive Easement Holder or Owner of any judicial remedy provided at law or in equity, or by agreement herein, to enforce, or to prevent a violation of the terms and conditions of this Easement. Further, any such deemed approval shall in no way be construed to be a waiver by Easement Holder of its right to approve, approve with conditions, or withhold approval of any future request for Easement Holder's approval of a use, activity, or plan pursuant to this Section 5.

(c) The parties agree that the requirements of Owner to provide written notice to, and/or obtain prior written approval from, Easement Holder prior to undertaking certain permitted activities is a material term in this Easement and that all remedies afforded to Easement Holder for violations of the terms of this Easement shall apply equally to these requirements.

6. Easement Holder's Remedies. If Easement Holder determines that a violation of the terms of this Conservation Easement has occurred or is threatened by Owner or anyone on the Property with or without the permission of Easement Holder, Easement Holder shall give written notice to Owner of such violation and demand in writing the cure of such violation. If Owner fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Easement Holder, or if the cure reasonably requires more than fifteen (15) days to complete and Owner fails to

begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Easement Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Easement Holder may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Owner's liability therefor, Easement Holder may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Easement Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Easement Holder may pursue its remedies under this Section 6 without prior notice to Owner or without waiting for the period provided for cure to expire. Easement Holder's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Easement Holder agrees that Easement Holder's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Easement Holder shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Easement Holder may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Easement Holder's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of Easement Holder to discover a violation or to take immediate legal action shall not bar Easement Holder from taking such action at a later time.

6.1. Costs of Enforcement. Any costs incurred by Easement Holder in enforcing the terms of this Conservation Easement against Owner or any other violator of the terms of this Easement, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Owner's negligence, willful misconduct, or breach of this Conservation Easement, shall be borne by Owner.

6.2. Easement Holder's Discretion. Enforcement of the terms of this Conservation Easement by Easement Holder shall be at the discretion of Easement Holder, and any forbearance by Easement Holder to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Easement Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Easement Holder's rights under this Conservation Easement. No delay or omission by Easement Holder in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

6.3. Acts Beyond Owner's Control. Nothing contained in this Conservation Easement shall be construed to entitle Easement Holder to bring any action against Owner for any injury to or change in the Property resulting from (i) any natural cause beyond Owner's control, including, without limitation, fire not caused by Owner, flood, storm, and earth movement, or any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Easement Holder or its employees.

7. Access. This Conservation Easement does not convey a general right of access to the public.

8. Costs and Liabilities. Upon conveyance of the Property to Owner, Owner shall have all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Owner agrees that Easement Holder shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Owner or Easement Holder, the public or any third parties from risks relating to conditions on the Property. Upon conveyance of the Property to Owner, Owner shall be solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders, and requirements.

8.1. Owner's Duties. Owner shall undertake all reasonable actions (i) to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property and (ii) to instruct any of Owner's invitees or any other person on the Property of the requirements, limitations, and obligations of this Conservation Easement. In addition, to the extent necessary, Owner shall undertake all commercially reasonable actions to perfect Easement Holder's access rights under Section 2 of this Conservation Easement.

8.2. Taxes; No Liens. Owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Easement Holder with satisfactory evidence of payment upon request. Owner shall keep the Property free from any liens, including those arising out of any obligations incurred by Owner for any labor or materials furnished or alleged to have been furnished to or for Owner at or for use on the Property.

8.3. Hold Harmless. Owner, subject to the applicable limitations of NRS Chapter 41, shall hold harmless, protect, and indemnify Easement Holder and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or willful misconduct of Easement Holder or any of its employees; (2) the obligations specified in Sections 4, 8, and 8.1; and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Owner shall, at the election of and upon written notice from Easement Holder, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party.

8.4. Extinguishment. The parties agree that it is the intent of this Conservation Easement to run with the Property in perpetuity. If, however, circumstances arise in the future such as to render the Conservation Purpose of this Conservation Easement impossible to accomplish, this Easement may be terminated, in whole or in part, only by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Easement Holder shall be entitled from such sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment shall be determined, unless otherwise provided by Nevada law at the time, in accordance with Section 8.6. Easement Holder shall use all such proceeds in a manner consistent with the Conservation Purpose of this Easement. Owner and Easement Holder intend that this Easement shall not be terminated solely as a result of changes in the surrounding land uses, changed agricultural practices, the non-availability of water, or any other changes in the condition of the Property or the land surrounding the Property. No voluntary or involuntary sale, exchange, conversion, or conveyance of any kind of all or part of the Property, or any interest in it, shall limit or terminate the provisions of this Easement.

8.5. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, so as to abrogate the restrictions imposed by this Easement or otherwise effectively to frustrate the Conservation Purpose hereof, Easement Holder and Owner shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking, Owner and Easement Holder each reserving all rights to contest, challenge or otherwise object to the taking (as opposed to the proceedings to value the interest taken and determine damages in which they shall both join). Easement Holder shall be entitled to the proportionate share of the condemnation proceeds for its interest in the Property, as determined in accordance with Section 8.6 below. Any expenses incurred by the parties shall be paid out of such party's respective share of the condemnation proceeds. Owner shall obtain Easement Holder's written approval prior to agreeing to a purchase in lieu of a taking.

8.6. Valuation. This Easement constitutes a real property interest immediately vested in Easement Holder. For the purpose of this Easement, the parties stipulate that this Easement has a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by the Easement by (b) the ratio of the value of the Easement on the Effective Date to the value of the Property unencumbered by the Easement on the Effective Date, as determined on or about the date of the termination. The values shall be determined by one or more qualified appraisals performed by an independent appraiser jointly selected by Easement Holder and Owner at the time of the termination. The appraisal(s) shall conform to the Uniform Standards of Professional Appraisal Practices and Treas. Reg. Section 1.170A-13 and guidance of the Internal Revenue Service. The cost of the appraisal(s) shall be paid by Owner. Nothing herein shall prevent Easement Holder and/or Owner from having an appraisal prepared at any party's individual expense. In the event of a termination or extinguishment of this Easement by a judicial proceeding, Owner shall pay Easement Holder the fair market value of this Easement, which shall be payable to Easement Holder at the time of termination; no final court order or other instrument terminating the Easement shall be recorded or will be effective unless Easement Holder is first paid the value as provided above.

8.7. It is the intent of Easement Holder and Owner that no merger of title shall take place which would merge the restrictions of the Conservation Easement with fee title to the Property and thereby eliminate them, as the parties intend that no such merger take place and that the restrictions on the use of the Property, as embodied in this Conservation Easement shall, in the event title becomes vested in the holder of the Conservation Easement, become and remain permanent and perpetual restrictions on the use of the Property as provided for in this Conservation Easement, and that merger, which would eliminate such restrictions, shall not take place.

9. Transfer of Easement. This Conservation Easement is transferable by Easement Holder, but Easement Holder may assign this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to NRS Section 111.410 (or any successor provision then applicable). Easement Holder shall require the assignee to agree to assume all of Easement Holder's rights and obligations under this Easement and to record the assignment in the county where the Property is located.

10. Transfer of Property. Owner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Owner divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Owner further agrees to give written notice to Easement Holder of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Easement Holder shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions, and restrictions of this Conservation Easement. The failure of Easement Holder or Owner to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Owner:

University of Nevada, Reno
Real Estate Office
1664 North Virginia Street
Mail Stop 243
Reno, Nevada 89557

With a copy to:

General Counsel
University of Nevada, Reno
Mail Stop 0550
1664 N. Virginia Street
Reno, NV 89557-0550

To Easement Holder:

Nevada Land Trust
Attention: Executive Director
2601 Plumas Street
Reno, NV 89509

With a copy to:

Craig Etem
Fennemore Law
7800 Rancharrah Parkway
Reno, NV 89511

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

12. Amendment. This Conservation Easement may be amended by Easement Holder and Owner only by mutual written agreement. Any such amendment shall be consistent with the Conservation Purpose of this Conservation Easement and federal and state law governing conservation easements and shall not affect the Conservation Easement's perpetual duration nor jeopardize Easement Holder's or Owner's nonprofit or tax-exempt status. Any such amendment shall be recorded in the official records of Washoe County, State of Nevada.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Nevada, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to give effect to the Conservation Purpose of this Conservation Easement and the policy and purpose of NRS Section 111.400 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of

this instrument shall be valid or binding unless contained in an amendment in accordance with Section 12.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Owner's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the Property in perpetuity and shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property. Any rights, obligations, and interests herein granted to Owner, as owner of the Property, shall also be deemed granted to each and every one of Owner's subsequent personal representatives, heirs, successors, and assigns, and the word "Owner" or "Owner" when used herein shall include all of those persons or entities. Any rights, obligations, and interests herein declared for Easement Holder, as holder of the Conservation Easement, shall also be deemed granted to each and every one of Easement Holder's subsequent permitted personal representatives, heirs, successors, and assigns, and the word "Easement Holder" when used herein shall include all of those persons or entities.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability. Owner represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited, or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Owner under Section 8, Owner hereby releases and agrees to indemnify, protect, and hold harmless Easement Holder from and against any and all Claims (defined in Section 8.3) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Easement Holder, its employees or agents. This release and indemnification includes, without any limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against Easement Holder by reason of any such Claim, Owner shall, at the election of and upon written notice from Easement Holder, defend such action or proceeding by counsel reasonably acceptable to Easement Holder.

Notwithstanding any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Easement Holder any of the following:

(1) The obligations or liability of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, “CERCLA”); or

(2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(5) Any control over Owner’s ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

The term “Hazardous Materials” includes, without limitation, any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

“Environmental Law” of “Environmental Laws” means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect. Effective upon conveyance of the Property to University, University (and each subsequent Owner by accepting title to the Property) represents, warrants, and covenants that its activities upon and use of the Property by such Owner, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Declarant represents that, as of the Effective Date, there are no outstanding deeds of trust or other security interests, or monetary liens (other than the lien for taxes and assessments that are not due or payable) in the Property that have not been expressly subordinated to this Conservation Easement, and that the Property is not subject to any other conservation easement.

(k) Additional Easements. Owner shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this

Conservation Easement), and shall not grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Easement Holder. Easement Holder may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Conservation Purpose of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Section 13(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 10.

(l) Recording. This Conservation Easement has been recorded in the Official Records of Washoe County, Nevada, as of the Effective Date. Easement Holder may re-record this Conservation Easement at any time as Easement Holder deems necessary to preserve its rights in this Conservation Easement.

[Signatures to follow on next page]

IN WITNESS WHEREOF Declarant has executed this Conservation Easement the day and year first above written.

DECLARANT/EASEMENT HOLDER:

NEVADA LAND TRUST,
a Nevada nonprofit corporation

BY: _____
NAME: _____
TITLE: _____

Acknowledged and agreed:

UNIVERSITY/OWNER:

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
FOR THE BENEFIT OF UNIVERSITY OF NEVADA, RENO

BY: _____
NAME: _____
TITLE: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WASHOE, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

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

Parcel 4 as shown on Parcel Map No. 3326 for Edward D.S. Sullivan, filed in the office of the Washoe County Recorder, State of Nevada, on April 29, 1998, as File No. 2204958, Official Records.

EXHIBIT B

**MAP OF PROPERTY, BUILDING ENVELOPES,
AND POTENTIAL FUTURE ROAD LOCATION**

[Exhibit to follow on next page]

ASPEN CREEK DRAFT CONSERVATION EASEMENT

Conservation Easement Zones

- Agriculture / Accessory Zone A (1.3 acres)
- Agriculture / Accessory Zone B (0.1 acre)
- Homestead / Residential (1.0 acre)
- Roadway / Access (0.9 acres)

Parcels

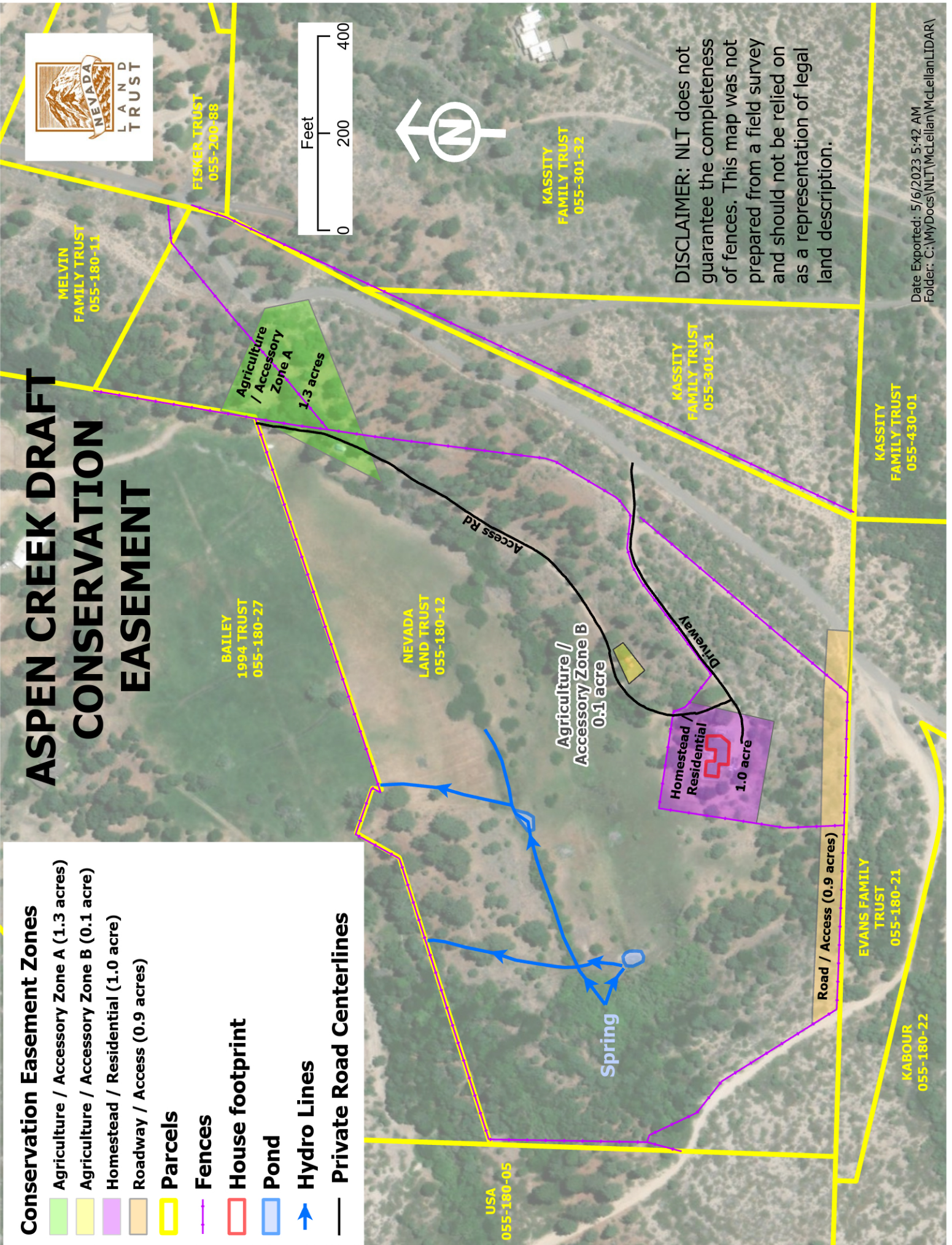
Fences

House footprint

Pond

Hydro Lines

Private Road Centerlines



FISKER TRUST
055-260-88

KASSITY
FAMILY TRUST
055-301-52

KASSITY
FAMILY TRUST
055-301-51

BAILEY
1994 TRUST
055-180-27

NEVADA
LAND TRUST
055-180-12

KASSITY
FAMILY TRUST
055-430-01

EVANS FAMILY
TRUST
055-180-21

KABOUR
055-180-22

USA
055-180-05

DISCLAIMER: NLT does not guarantee the completeness of fences. This map was not prepared from a field survey and should not be relied on as a representation of legal land description.

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**PHASE I
ENVIRONMENTAL SITE ASSESSMENT**

McLELLAN PROPERTY

WASHOE COUNTY, NEVADA

AUGUST 25, 2022

PREPARED BY
ROBISON ENGINEERING COMPANY
35 HIGH RIDGE COURT
RENO, NV 89511
775-851-0506

A Report Prepared For:

Nevada Land Trust
P. O. Box 20288
Reno, NV 89515

PHASE I ENVIRONMENTAL SITE ASSESSMENT
McLELLAN PROPERTY
WASHOE COUNTY, NEVADA

Robison Engineering Company, Inc.
Job No. 1-74-34.001

JURAT

I, Wally Robison, hereby certify that I am responsible for the services described in this document and for the preparation of this document. The services described in this document have been provided in a manner consistent with the current standards of the profession and to the best of my knowledge comply with all applicable federal, state, and local statutes, regulations, and ordinances.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR Part 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Wally Robison, C. E. M. # 1054, Expires 11-23-23
Principal

August 25, 2022

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APPENDIX

1. ASTM Questionnaire
2. Figures 1 through 18
3. EDR Radius Map Report
4. Washoe County Assessor records

1.0 EXECUTIVE SUMMARY

This report presents the results of a Phase I Environmental Site Assessment (ESA) conducted on a parcel of land located in Washoe County, Nevada. The property is referred to herein as the McLellan Property. The Phase I services included a review of pertinent agency records, interviews of individuals with knowledge of the property, an evaluation of readily available historic topographic maps and aerial photographs, and a reconnaissance of the property.

The property contains 38.63 acres of land in the southwest end of Washoe Valley. The only development on the property is a single-family residence that was built in 1977, with an attached garage and art studio. Currently the residence is unoccupied although it was occupied by former owners, and more recently by a tenant. I found no evidence that the remainder of the property was ever developed other than construction of small ditches for irrigating cattle pasture. There is a metal shipping container located to the northeast of the residence that contains metal sculpture supplies that were used by the former owner.

I have performed this Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-13 and with the U. S. EPA's Standards and Practices for All Appropriate Inquiry (AAI). There were no exceptions to, or deletions from, these practices. This assessment has revealed no evidence of recognized environmental conditions (RECs) in connection with the property, or conditions indicative of releases or threatened releases of hazardous substances on or near the parcel.

I identified no data gaps (as defined in 40 CFR Part 312.10 in the information developed as part of the "all appropriate inquiry" that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.

I have no recommendations for additional environmental assessment of the property.

This Executive Summary is subject to the limitations stated in Section 13 of this report.

2.0 INTRODUCTION

2.1 PURPOSE AND PROJECT BACKGROUND

At the request of Ms. Alicia Reban of the Nevada Land Trust (NLT), I agreed to conduct a Phase I ESA of the McLellan Property, located in Washoe County, Nevada. I understand that NLT is interested in the acquisition of this property. NLT requires the preparation of a Phase I ESA as part of its acquisition process. The purpose of the Phase I ESA was to review areas of possible environmental concern that could be identified through the agreed work scope.

2.2 AUTHORIZATION

On August 17, 2022, Ms. Reban signed a copy of Robison Engineering's standard service contract, authorizing the performance of Robison Engineering's services.

2.3 REGULATIONS

In 1980, Congress enacted the Comprehensive Environmental, Response, Compensation, and Liability Act (42 U. S. C. SS9601 et. seq., usually referred to as "CERCLA" or "Superfund.". CERCLA's purposes are to provide funding and enforcement authority for remediation of hazardous waste sites created in the past and for responding to hazardous substance spills. In 1986, Congress enacted revisions to CERCLA through the Superfund Amendments and Re-authorization Act (Pub. L. No. 99-449) referred to as "SARA." Section 107 (a) of CERCLA names present and past "owners or operators" of a site as potentially responsible parties for the liability of site remediation if the site is found to contain hazardous wastes.

The U. S. EPA's All Appropriate Inquiry (AAI) rule (40 CFR Part 312), became effective November 1, 2006. The rule recommends that the user of this report, the NLT, complete a questionnaire regarding its knowledge of the environmental condition of the property. A copy of this questionnaire is contained in the Appendix to this report.

I conducted this Phase I ESA to assist NLT in forming its own assessment of potential environmental risks in association with acquisition of the property.

2.4 QUALIFICATIONS OF PROFESSIONAL STAFF

I have a B. S. degree in Geological Engineering with 50 years of professional experience. I am a Nevada Registered Professional Engineer (retired status) and Certified Environmental Manager. I have prepared numerous Phase I ESAs throughout Nevada and other Western States.

3.0 SCOPE OF WORK

NLT requested that I evaluate the subject property for environmental concerns. My work included various reconnaissance level tasks focused at providing limited preliminary environmental information.

My Phase I ESA scope of services included:

- Collection and review of local and state agency records.
- Review of historic topographic maps and aerial photographs.
- Reconnaissance of the site and site vicinity to assess areas of potential environmental concern, including obvious evidence of facilities, structures, chemical use, storage, or disposal.
- Interviews with people knowledgeable of the site.
- Preparation of this Report of Findings.

The proposed scope of work did not include a radon gas survey, inspections within buildings to sample for polychlorinated biphenyls (PCBs), asbestos, etc., or evaluation of biologically sensitive areas, such as, wetlands, archaeological sites, flood plains, earthquake faults, etc., or other services not described.

This scope is intended to meet the ASTM E 1527-13 standard for a Phase I ESA and the U. S. EPA's Standards and Practices for All Appropriate Inquiry.

4.0 SITE OVERVIEW

4.1 LOCATION

The property consists of a single 38.63-acre parcel of land with a small portion located in the SW1/4 of Section 27, and portions in the NW1/4 of Section 27, and NE1/4 of Section 28 of Township 16 North, Range 19 East, M. D. M. The Washoe County Assessor Parcel Number (APN) for the parcel is 055-180-12 and the physical address for the property is 7003 Aspen Creek Road. The regional location of the property is shown on Figure 1 in Appendix 2.

4.2 SITE DESCRIPTION

The parcel lies above the southwest end of Washoe Valley on the east base of the Carson Range. Elevation on the parcel averages about 5,600 feet above sea. Overall drainage from the parcel is to the northeast. About half the parcel surface consists of grass, sage brush, and willow meadow with the other half moderately forested with pine and aspen trees. There are several seasonal springs near the center of the parcel, one of which has been developed with a small seasonal pond. An ephemeral creek runs through the far east side of the parcel. A wood frame residence is located near the east side of the parcel and can be accessed by a narrow, paved road off Aspen Creek Road. The residence has an attached 2-car garage and an attached art studio that could also serve as a habitable apartment. The building is served with commercial electricity and natural gas. Potable water is provided from an onsite well and sewer is handled through an onsite septic system. The building is heated with natural gas, but wood-burning stoves are present in the main residence and art studio. When occupied, trash was removed weekly from the property by a commercial trash hauler.

4.3 ADJACENT PROPERTIES

It is surrounded on the north, east, and south by lightly developed private residential/agricultural property, and on the west undeveloped public land administered by the U. S. Forest Service.

Figures 2 and 3 in Appendix 2 present a topographic map and an aerial photograph of the property and vicinity, showing the location of pertinent features in the area.

5.0 SITE HISTORY AND OPERATIONS

Through review of historic topographic maps, I found that the property had no building developments from as early as 1893 through 1968. Through review of historic aerial photographs, I found that the only building on the property was the current residence that was present from 1990 to 2021. From review of Washoe County Assessor records I found that the current residence was built in 1977 and contains 1,968 square feet. It is currently owned by the Lynn McLellan Trust, that acquired in from the Sullivan Trust in 2013, that acquired the property in 1998.

Through an interview with the owner of the property, Ms. Lynn McLellan, I found that she and her late husband, who was an art professor, intended to live on the property but never did because of his untimely death. They remodeled portions of the residence with the intent of using the attached living quarters as an art studio. Since her husband's death she rented the property as a residence

until June 2022, and the property has been vacant since, although she has been leasing the property to a neighbor for pasturing a few head of cattle.

6.0 GEOLOGIC AND HYDROGEOLOGIC SETTING

6.1 REGIONAL PHYSIOGRAPHY

The property is located at the eastern edge of the Sierra Nevada Mountains physiographic province, which is characterized by an up-thrown granitic batholith relative to the Basin and Range physiographic to the east. The Basin and Range province is characterized by generally north-south trending mountain ranges, separated by intervening valleys or basins. The basins represent down-dropped blocks of earth (grabens) relative to the up-thrown ranges (horsts) on the basin edges. This horst and graben topography, which characterizes much of Nevada, was created by numerous normal faults that occurred in the Tertiary geologic period, although faulting and earthquake activity continue throughout Nevada to the present.

6.2 SITE -SPECIFIC GEOLOGY AND HYDROGEOLOGY

The property is located at the eastern base of the Carson Range, which is a horst relative to the Washoe Valley graben to the northeast and the Tahoe Basin to the west. The property is entirely underlain by Cretaceous-aged granite of the Sierra Nevada batholith.

Based on information from the Nevada Division of Water Resources' website, there 10 registered water wells in Section 27 with one well in the NE1/4 of the NE1/4 of the Section (the location of most of the property). This well was drilled in 1987. The depth to static water in this well was reported at 90 feet below the surface. Based on this information, I estimate that the depth to water beneath most of property to be in the depth range of 80 to 100 feet however, in places on the property groundwater is at the surface as exhibited by the springs. Based on topography, the groundwater flow direction should be to the northeast

7.0 ASSESSMENT ACTIVITIES

7.1 RECORD SEARCH AND INTERVIEWS

Records contained in state and local agency files, and interviews with on-site and adjacent land tenants can often reveal historic information of potential environmental concern related to a property or the surrounding area. Many of the agencies, however, have maintained these types of files for approximately the past 30-35 years. Section 8.1 of this document summarizes the results of my record search and interviews.

7.2 TOPOGRAPHIC MAP AND AERIAL PHOTOGRAPH REVIEW

Review of historic topographic maps and aerial photography is one means of identifying past activity on or adjacent to a site. Topographic maps may show historic developments on or near the property. Aerial photographs may provide evidence of site operations, housekeeping practices, dumping or disposal activity, ground scarring, spills, leaks, stains, or other features of interest. The size of a feature that may be resolved is partially dependent upon the scale of the available aerial photography.

7.3 SITE RECONNAISSANCE

I visited the property to assess current conditions on August 23, 2022. My reconnaissance included a visual search for evidence of current and past use of the property, with specific emphasis on chemical use, storage, and/or disposal. I also observed the adjacent property for evidence of potential impact to the subject property. Potential impacts from off-site activities could result from:

- Poor housekeeping practices;
- Under or above-ground fuel/chemical storage;
- Chemical or fuel spills; and
- Authorized or unauthorized dumping of wastes.

Section 8.3 of this document summarizes the results of my site reconnaissance.

8.0 RESULTS OF ASSESSMENT ACTIVITIES

8.1 RECORDS SEARCH AND INTERVIEW RESULTS

I retained Environmental Data Resources, Inc. (EDR) to review a total of 83 different environmental databases for listings of the subject property or properties within a maximum one-mile radius of the perimeter of the subject property.

EDR found no environmental database listings for the subject property. EDR found only 2 listings for sites within the prescribed 1-mile search radius, with both sites being approximately 0.75 miles northeast of, and down-gradient from the property. A copy of EDR's report is contained in Appendix 3. EDR's report also provides a more complete description of the types of lists reviewed.

I reviewed Washoe County Assessor information for the property. The information often includes the ownership of the property and the improvements thereon. The listing shows the only improvement on the property is the current residence. Copies of the Assessor's information are contained in Appendix 4.

I interviewed Ms. Lynn McLellan. She told me of knowledge of the history of the property as reported above. She was not aware of any environmental problems on the property.

In summary my record search and interview did not disclose the presence of recognized environmental conditions on the property.

8.2 TOPOGRAPHIC MAP AND AERIAL PHOTOGRAPH REVIEW RESULTS

I reviewed historic topographic maps for the years 1893, 1956, 1968, and 1994 that showed the property. I reviewed historic aerial photographs that covered the property for the years 1990, 1999, 2007, 2011, 2020 and 2021. My observations on the maps and photos are discussed in the Site History section above. Essentially, there was no change in the subject property over the 31-year photographic record other than minor changes in vegetation on the property.

In summary, the topographic maps and aerial photographs failed to disclose any activities on the property, or on adjacent properties, that conflicted with my knowledge of the history of the area, or

that would indicate a potential environmental problem with the property. Copies of the topographic maps and aerial photographs I reviewed are contained in Appendix 2.

8.3 SITE RECONNAISSANCE RESULTS

I visited the property on August 23, 2022. Accompanied by Mr. John Houk of NLT. I had full access to the property, including the interior of the residence and a portable shipping container that was located about 200 feet northeast of the residence. I noted that the residence was heated with natural gas, and electricity was supplied from a pole-mounted transformer located southwest of the residence. There was no sign of leakage from the transformer. I noted the proper storage of paints and a 5-gallon container of gasoline in the garage. I noted the presence of plastic trash dumpsters indicating that, when occupied, trash was removed from the property by a commercial trash hauler. I noted the storage of metal sculpture supplies in the shipping container. I found the remainder of the property to be in essentially pristine condition, with evidence of some minor ditch construction near the springs to facilitate flood irrigation of the meadow areas of the property. I noted the presence of 2 small piles of clean, native soil that appeared to have been scraped from the surface around the piles. I noted that the property has both perimeter and interior fencing for containing a few head of cattle that were on the property. I did not note any evidence of recognized environmental conditions (RECs) on the property.

Photographs taken during my site reconnaissance are presented on Figures 12 through 18 in Appendix 2.

9.0 DISCUSSION OF FINDINGS

The subject was vacant land until the residence was built in 1977. Prior to 1977 its only apparent use was for pasturing cattle. No past uses of the property or surrounding properties are likely to have created RECs on the property.

The residence was built in 1977, when the use of asbestos-containing building materials and lead-based paint was being phased out in the United States. It is possible some of these materials are in the residence, but I did not note their presence. If these materials are present, they will only become a concern if the residence is to be remodeled or demolished.

10.0 CONCLUSIONS

I offer the following opinion as to whether the all appropriate inquiry conducted in accordance with 40 CFR Part 312 has identified conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property: In my opinion there are no recognized environmental conditions on the property.

I identified no data gaps (as defined in 40 CFR Part 312.10) in the information developed as part of the “all appropriate inquiry” that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.

11.0 RECOMMENDATIONS

I have no recommendations for additional environmental assessment of the subject property.

12.0 REFERENCES

1. Arbukle, Gordon J. et al., 1989, Environmental Law Handbook; Tenth Edition, Government Institutes, Inc.
2. Moore, James G., 1969, Geology and Mineral Deposits of Lyon, Douglas. And Ormsby Counties, Nevada; Nevada Bureau of Mines and Geology.
3. Environmental Data Resources, Inc., 2022, Radius Map Report
4. U. S. Geological Survey Website, historic topographic maps
5. Google Earth Website, historic aerial photographs
6. Nevada Division of Water Resources Website, groundwater well records
7. Washoe County Website, assessor property records

13.0 LIMITATIONS

Environmental assessments such as presented in this report are by nature non-comprehensive and subject to limitations including those presented below. This assessment was not designed to identify all potential concerns or eliminate the probability of acquiring land with some degree of risk.

Many of the agencies consulted only keep records for the past fifteen to twenty years. Efforts were made to interview people with historical knowledge of the site, but information received in this way is subject to many errors, including personal interpretations/memory.

Analysis of historical aerial photography is one means to remotely sense environmental conditions of a site. Photographs can provide a record of activity and/or practices evident at a point in time. Inherent limitations include the resolution of the photography, the number and scale of photographs that are available for analysis, and the interpretation of features provided by the analyst.

I have performed this environmental site assessment in accordance with the generally accepted standards of care and diligence normally practiced by reputable environmental consulting and engineering firms in performing such work at the time of this study. This study was conducted in conformance with ASTM Standard E-1527-13, and with the U. S. EPA's Standards Practices for All Appropriate Inquiry. Please recognize that definition and evaluation of environmental conditions is a difficult and inexact art. Judgments leading to conclusions and recommendations are generally made with an incomplete knowledge of the subsurface and/or historic conditions applicable to the property. I should be notified for additional consultation if the Nevada Land Trust wishes to reduce the uncertainties beyond the level associated with this study. Because of potential changes in the environmental field such as regulations and site conditions, this report should be considered current only as of the date of my site reconnaissance. This report is for the sole use of the Nevada Land Trust. No warranty, express or implied, is made.


APPENDIX

1. ASTM User Questionnaire
2. Figures 1 through 18
3. EDR Radius Map Report
4. Washoe County Assessor Records

1. ASTM Questionnaire

E 1527-13
X3. USER QUESTIONNAIRE

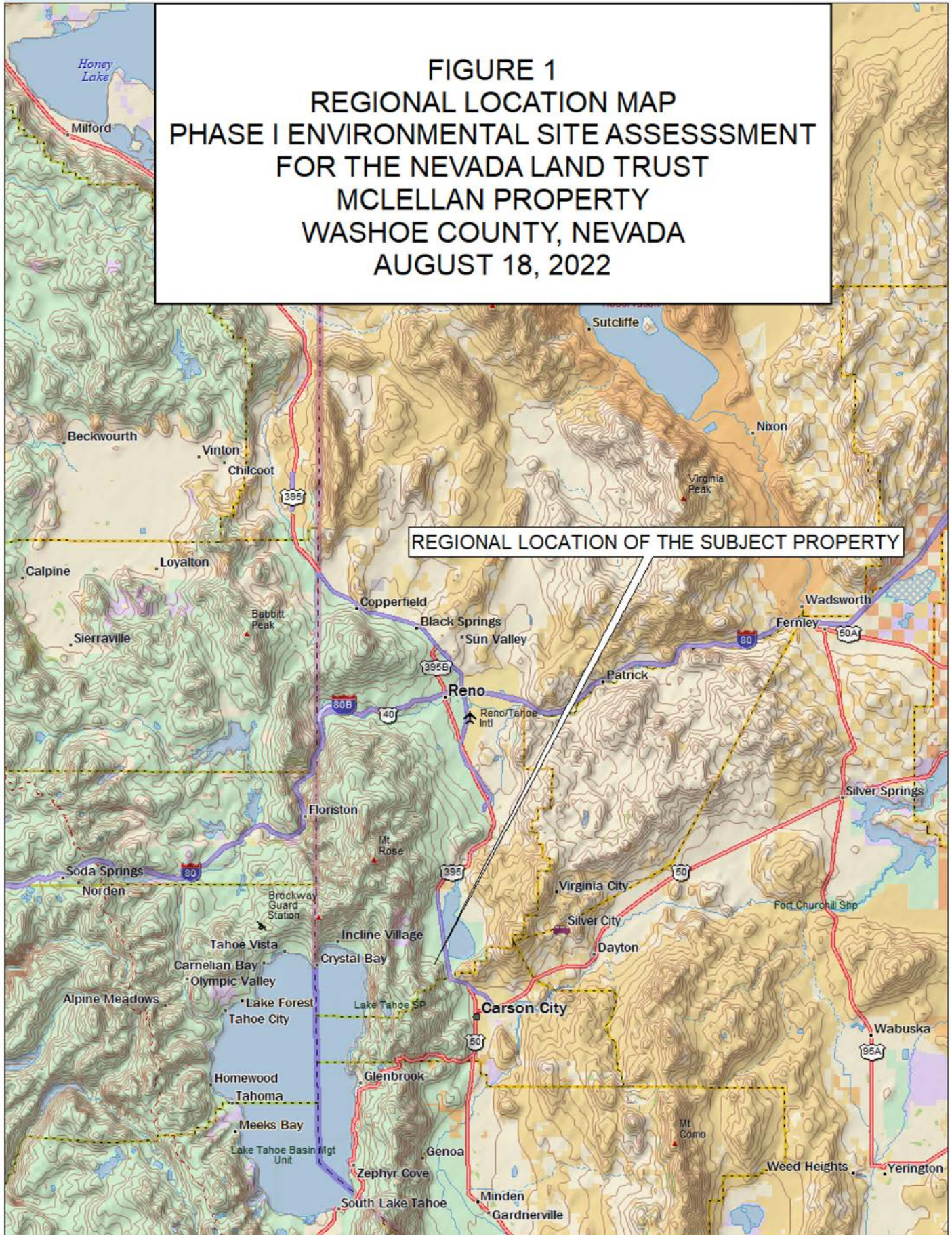
1. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law? **No**
2. Are you aware of any Administrative Use Limitations, such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law? **No**
3. As the user of this ESA, do you have any specialized knowledge or experience related to the property or nearby property? For example, are you involved in the same line of business as the current or former occupants of the property or adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business? **We know the property contains a single house that was built in the 1970s and is currently unoccupied.**
4. Does the purchase price being paid for the property reasonably reflect the fair market value of the property? **Yes** If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property? **We know of no issues of contamination on the property.**
5. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user:
 - (a) Do you know the past uses of the property? **We only know of the property's former residential use.**
 - (b) Do you know of specific chemicals that are present or once were present at the property? **No.**
 - (c) Do you know of spills or other chemical releases that have taken place at the property? **No**
 - (d) Do you know of any environmental cleanups that have taken place at the property? **No**
6. As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property? **No**

Signature: 
Name: JOHN HOUK
Title: PROJECT AND LOGISTICS MANAGER

Date: 8/24/2022

2. Figures 1 through 18

FIGURE 1
REGIONAL LOCATION MAP
PHASE I ENVIRONMENTAL SITE ASSESSMENT
FOR THE NEVADA LAND TRUST
MCLELLAN PROPERTY
WASHOE COUNTY, NEVADA
AUGUST 18, 2022



Data use subject to license.

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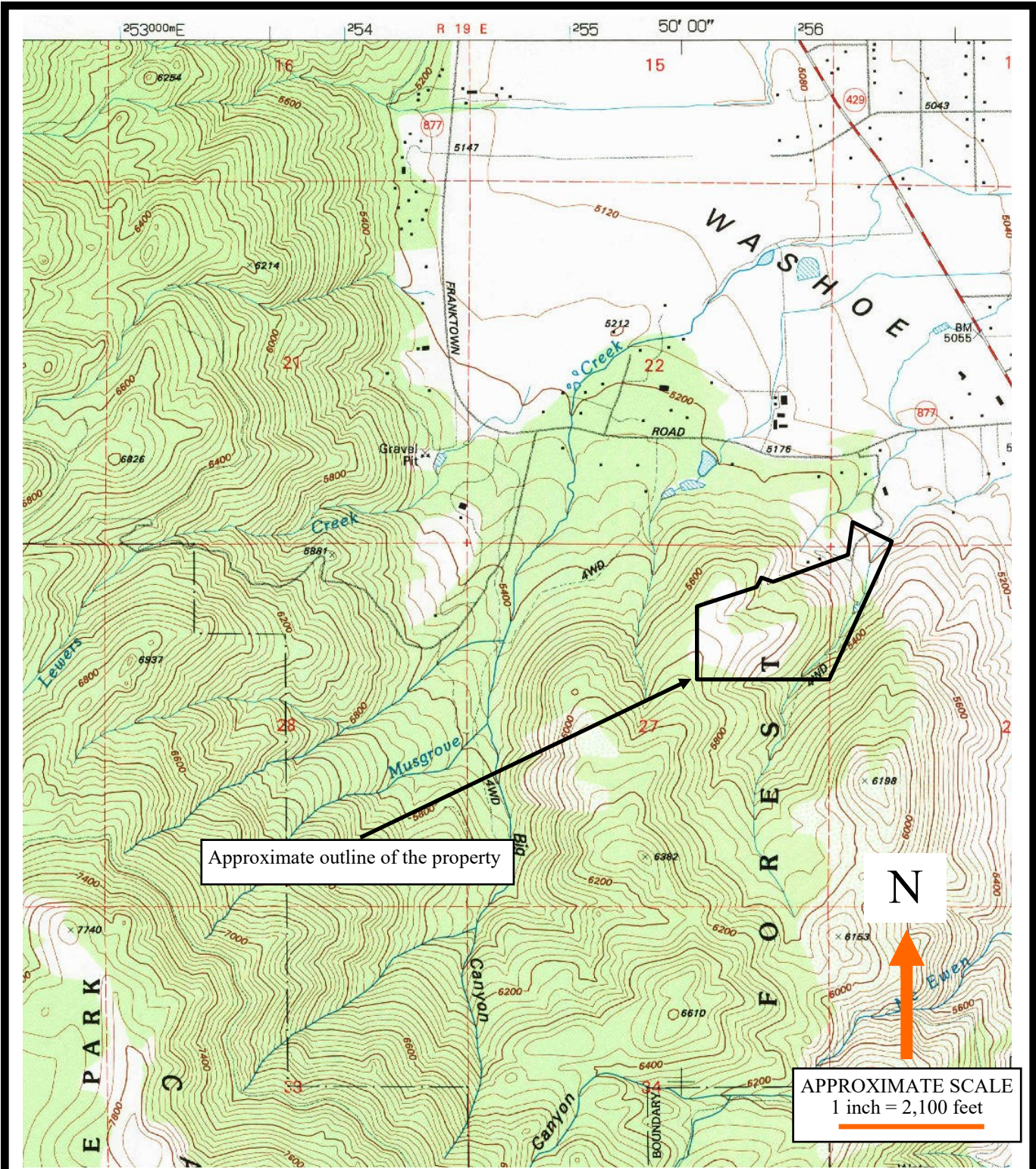
www.delorme.com



MN (12.8° E)

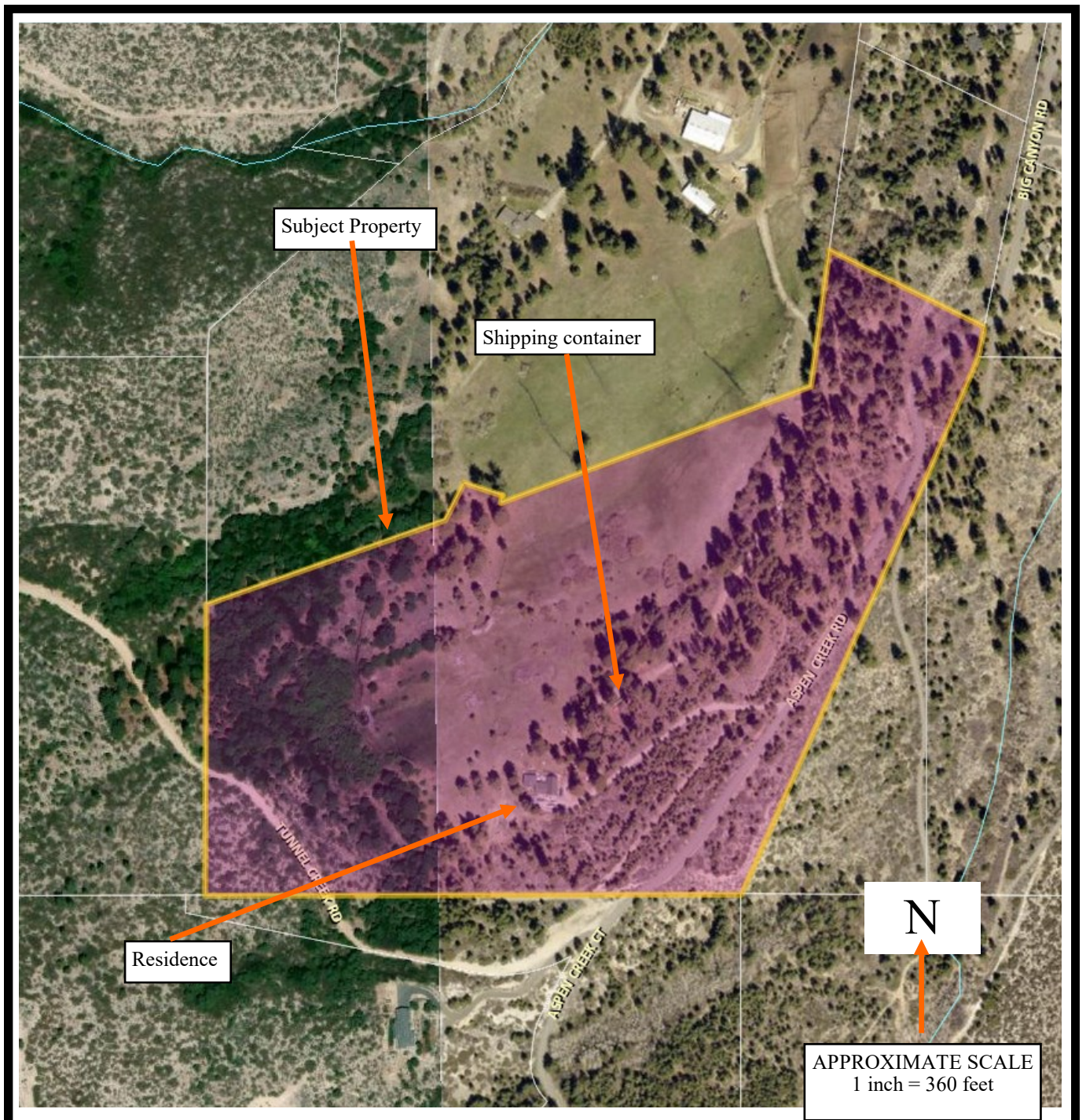


Data Zoom 8-3



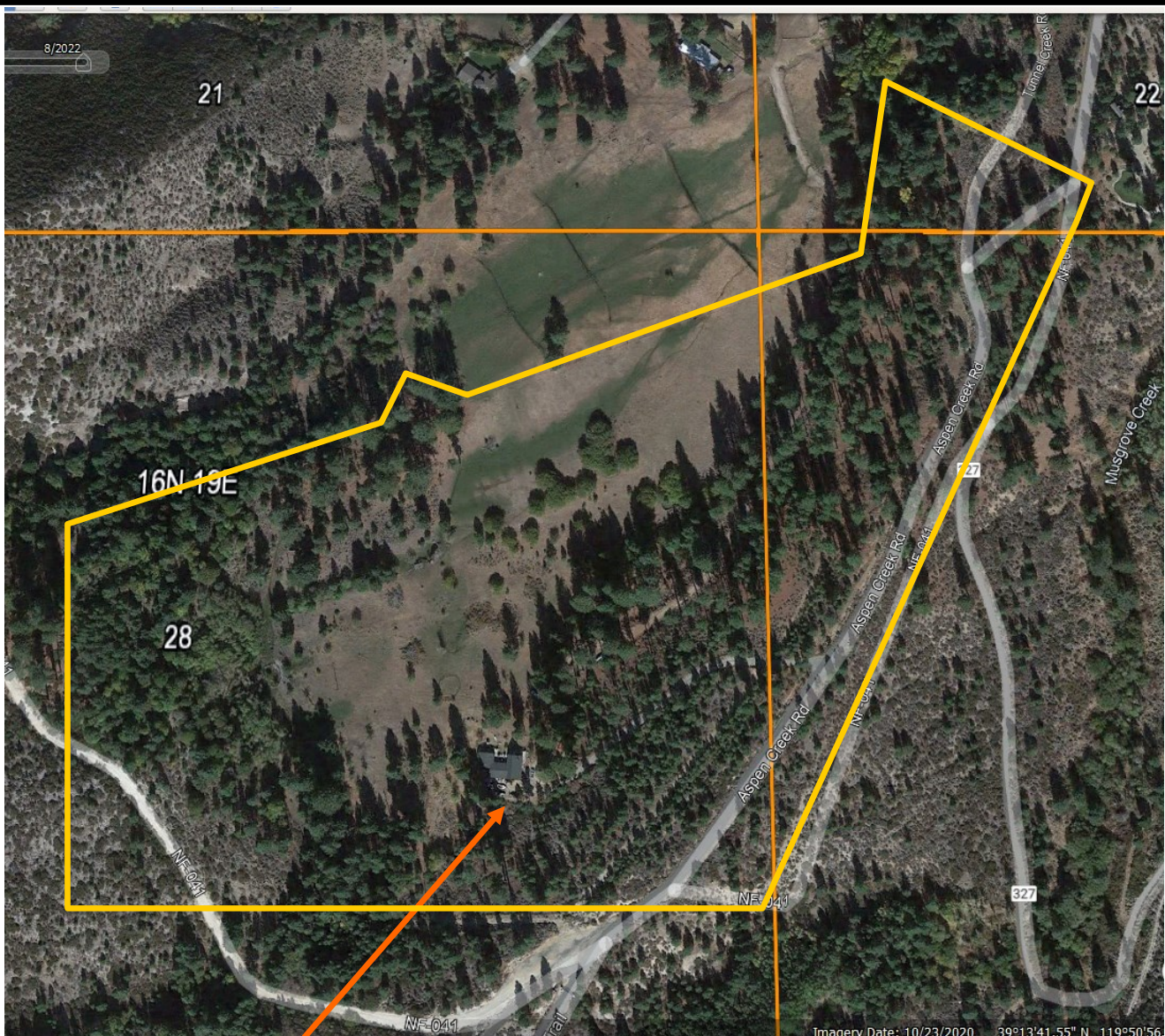
SOURCE: USGS 7.5' Carson City, NV Quadrangle, 1994

ROBISON ENGINEERING COMPANY	1994 SITE TOPOGRAPHIC MAP NEVADA LAND TRUST PHASE I ESA MCLELLAN PROPERTY WASHOE COUNTY, NEVADA	FIGURE
DATE: AUGUST 18, 2022		2
PROJECT NO. 1-74-34.001		



SOURCE: Washoe County Assessor Website

ROBISON ENGINEERING COMPANY	2021 SITE AERIAL PHOTOGRAPH NEVADA LAND TRUST PHASE I ESA MCLELLAN PROPERTY WASHOE COUNTY, NEVADA	FIGURE
DATE: AUGUST 18, 2022		3
PROJECT NO. 1-74-34.001		

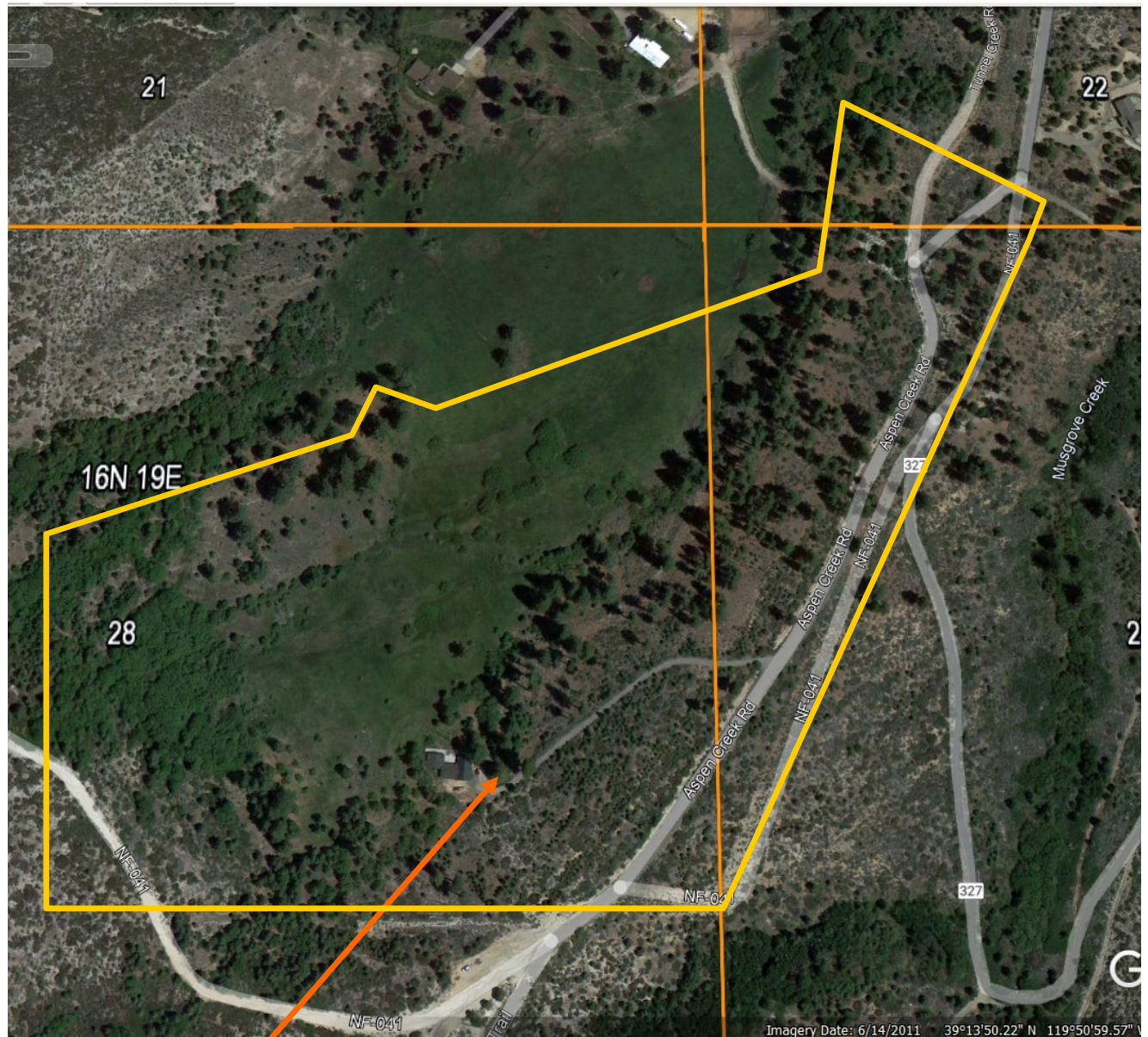


Residence



SOURCE: Google Earth Website Photo date 10-23-20

ROBISON ENGINEERING COMPANY	2020 SITE AERIAL PHOTOGRAPH NEVADA LAND TRUST PHASE I ESA MCLELLAN PROPERTY WASHOE COUNTY, NEVADA	FIGURE
DATE: AUGUST 18, 2022		4
PROJECT NO. 1-74-34.001		



Residence



SOURCE: Google Earth Website Photo date 6-4-11

ROBISON ENGINEERING COMPANY

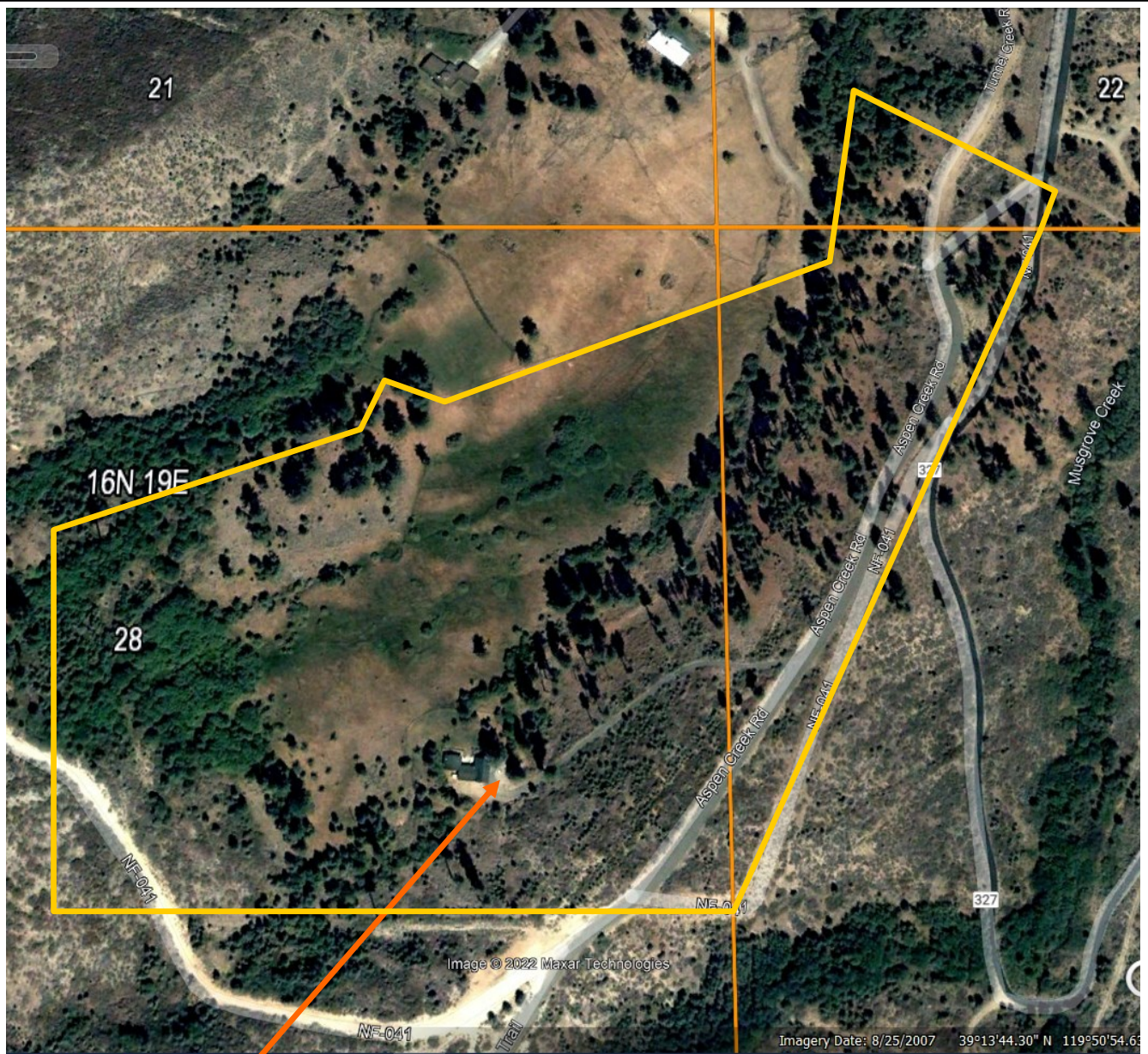
DATE: AUGUST 18, 2022

PROJECT NO. 1-74-34.001

2011 SITE AERIAL PHOTOGRAPH
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

5



Residence



SOURCE: Google Earth Website Photo date 8-25-07

ROBISON ENGINEERING COMPANY

DATE: AUGUST 18, 2022

PROJECT NO. 1-74-34.001

2007 SITE AERIAL PHOTOGRAPH
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

6



Residence



SOURCE: Google Earth Website Photo date 9-5-99

ROBISON ENGINEERING COMPANY	1999 SITE AERIAL PHOTOGRAPH NEVADA LAND TRUST PHASE I ESA MCLELLAN PROPERTY WASHOE COUNTY, NEVADA	FIGURE
DATE: AUGUST 18, 2022		7
PROJECT NO. 1-74-34.001		



Residence

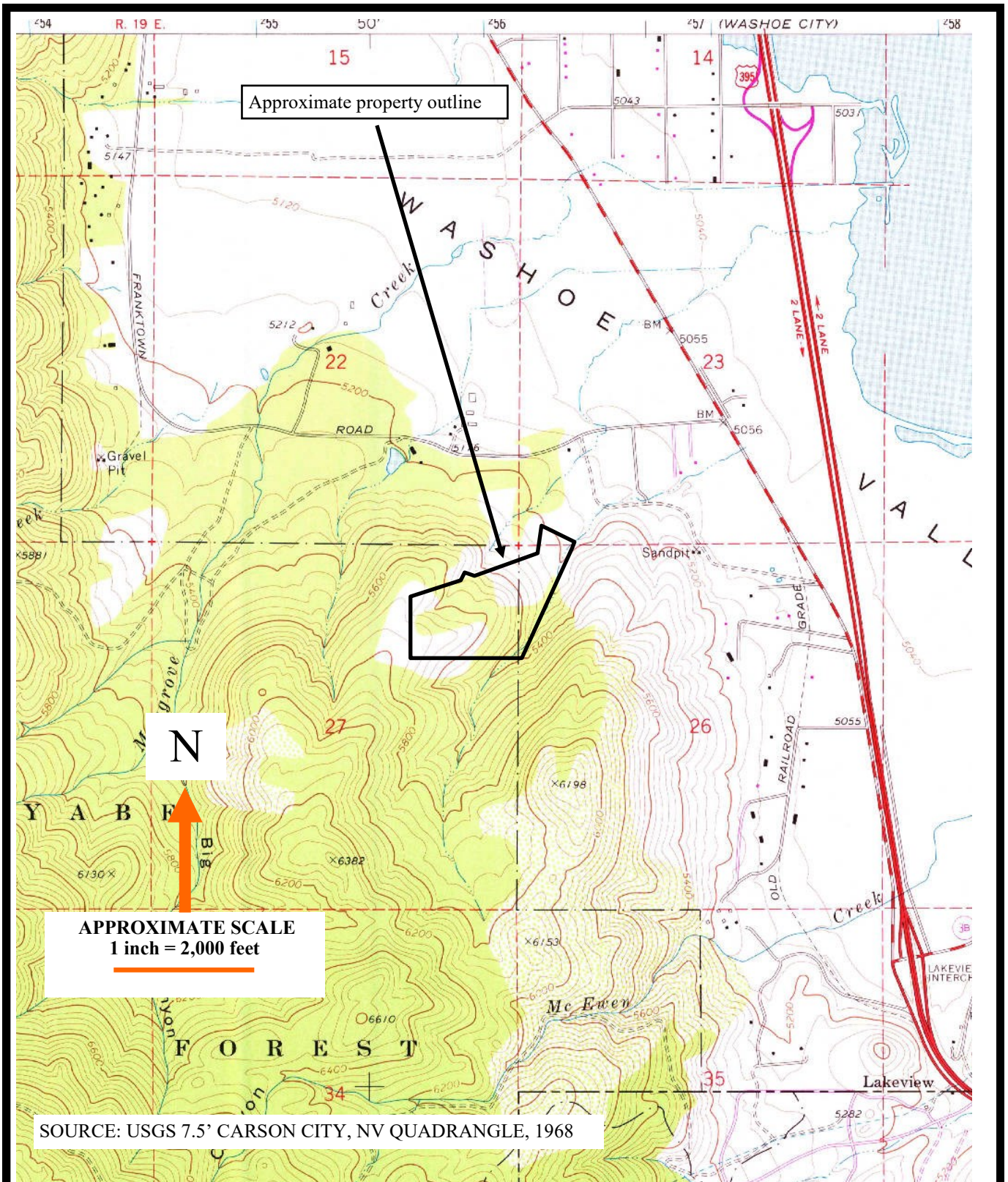


SOURCE: Google Earth Website Photo date 6-3-90

ROBISON ENGINEERING COMPANY
 DATE: AUGUST 18, 2022
 PROJECT NO. 1-74-34.001

1990 SITE AERIAL PHOTOGRAPH
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE
 8



ROBISON ENGINEERING COMPANY

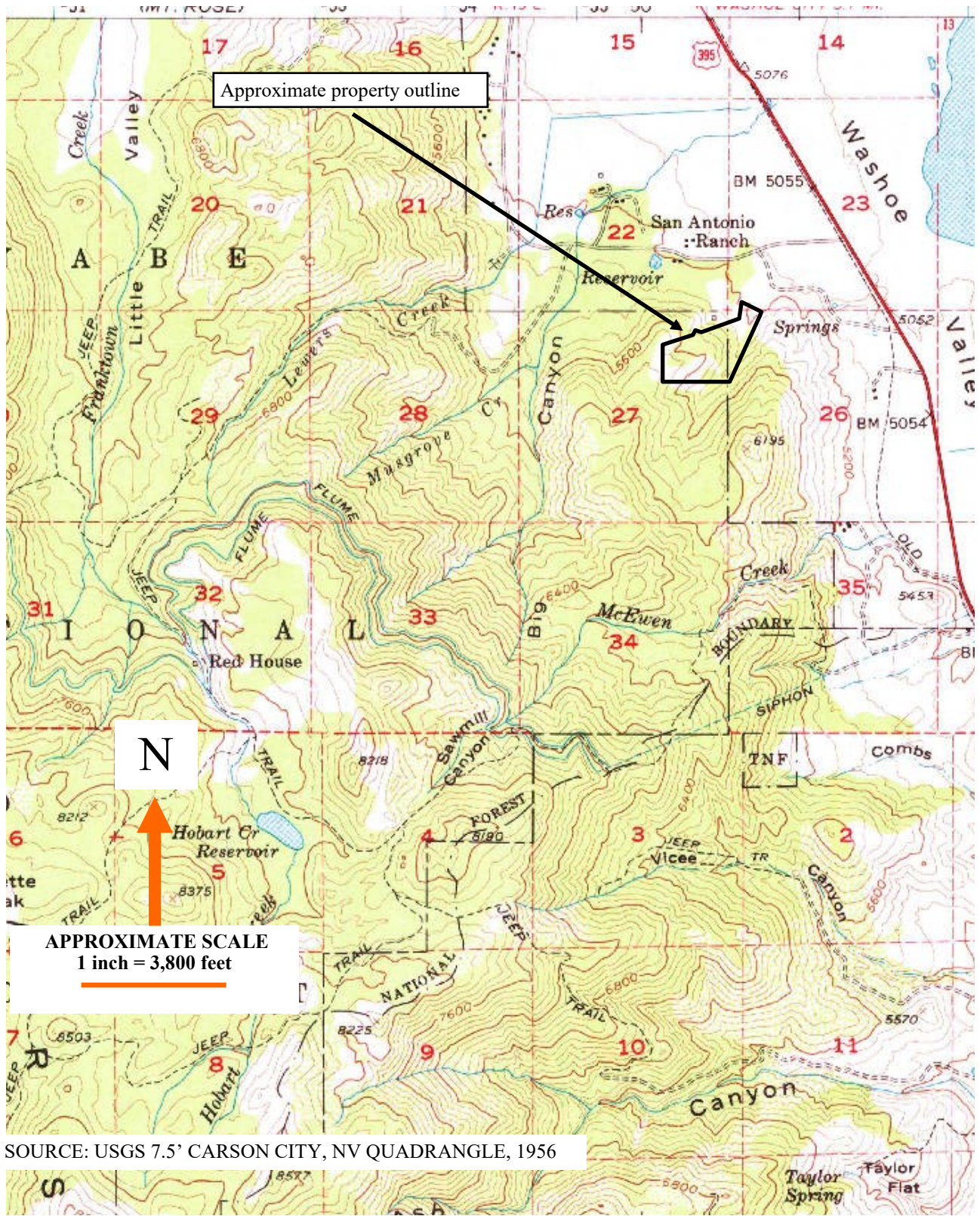
DATE: AUGUST 20, 2022

PROJECT NO. 1-74-34.001

1968 SITE TOPOGRAPHIC MAP
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

9



ROBISON ENGINEERING COMPANY

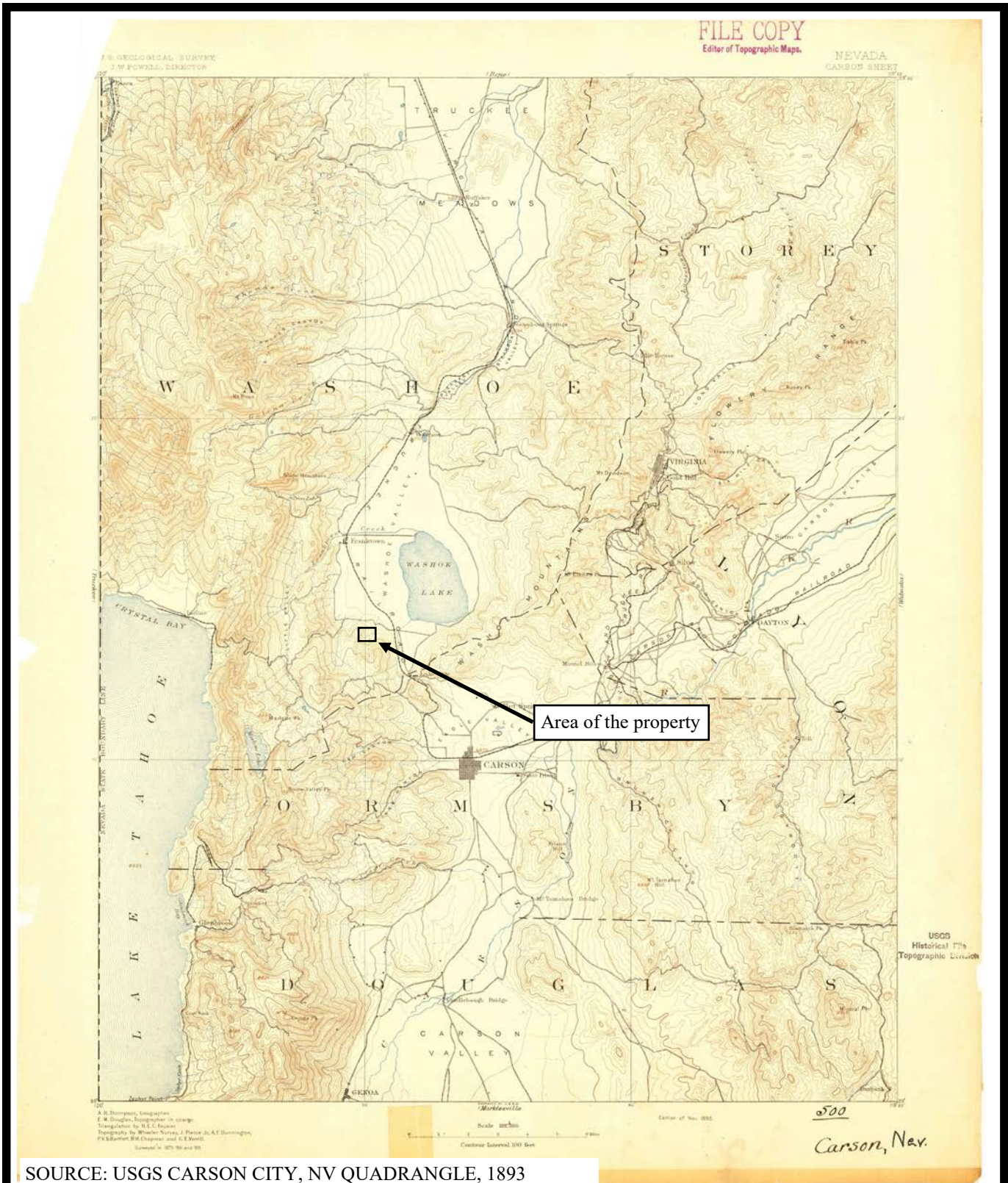
DATE: AUGUST 20, 2022

PROJECT NO. 1-74-34.001

1956 SITE TOPOGRAPHIC MAP
NEVADA LAND TRUST PHASE I ESA
FAGEN PROPERTY
CARSON CITY, NEVADA

FIGURE

10



SOURCE: USGS CARSON CITY, NV QUADRANGLE, 1893

ROBISON ENGINEERING COMPANY

DATE: AUGUST 20, 2022

PROJECT NO. 1-74-34.001

1893 SITE TOPOGRAPHIC MAP
NEVADA LAND TRUST PHASE I ESA
MCLELLAN PROPERTY
WASHOE COUNTY, NEVADA

FIGURE

11



Date & Time: Tue, Aug 23, 2022, 08:22:00 PDT
 Position: 41 N 254264 4345800 (±32.5ft)
 Altitude: 5513ft (±9.8ft)
 Datum: WGS-84
 Azimuth/Bearing: 315° N45W 5500mils True (±14°)
 Elevation Grade: +012%
 Horizon Grade: -001%
 Zoom: 1.0X

Looking northwest at the east side of the main residence.



Date & Time: Tue, Aug 23, 2022, 08:33:34 PDT
 Position: 11 N 254240 4345808 (±19.7ft)
 Altitude: 5513ft (±9.8ft)
 Datum: WGS-84
 Azimuth/Bearing: 312° N48W 5547mils True (±12°)
 Elevation Grade: -015%
 Horizon Grade: +003%
 Zoom: 1.0X

Looking northwest at the south side of the main residence with art studio building to the rear.

Photos taken by Wally Robison

ROBISON ENGINEERING COMPANY

DATE: AUGUST 23, 2022

PROJECT NO. 1-74-34.001

SITE PHOTOGRAPHS
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

12



Looking west along the porch on the north side of the main residence.



View of the wood stove inside the main residence.

Photos taken by Wally Robison

ROBISON ENGINEERING COMPANY

DATE: AUGUST 23, 2022

PROJECT NO. 1-74-34.001

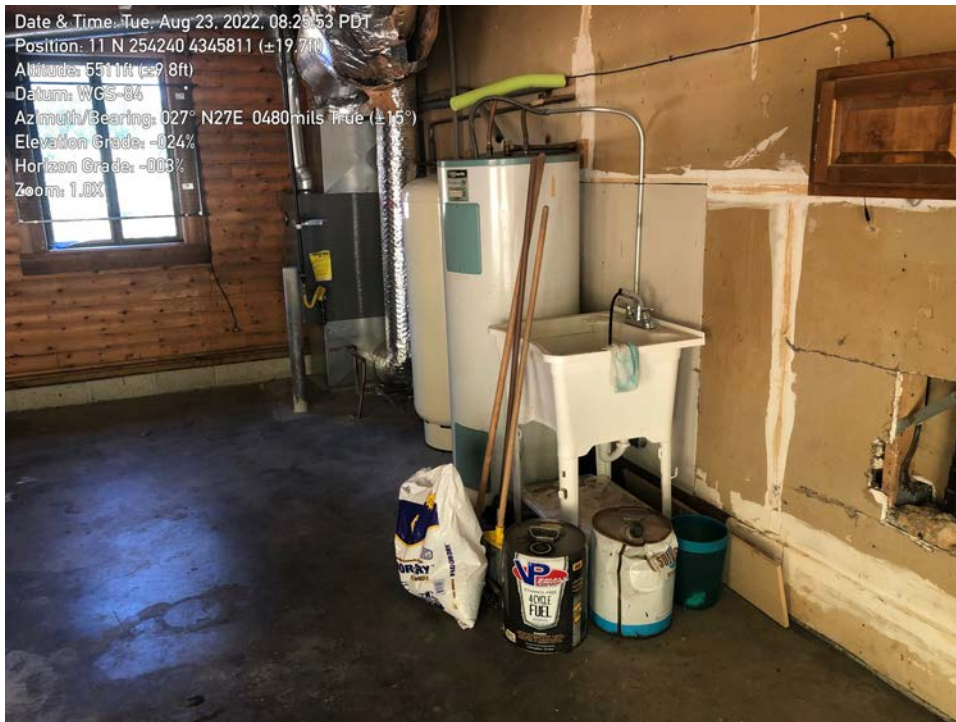
SITE PHOTOGRAPHS
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

13



View of the kitchen inside the main residence.



View of the gas-fired furnace, hot water heater, and fuel stored in the garage of the main residence.

Photos taken by Wally Robison

ROBISON ENGINEERING COMPANY

DATE: AUGUST 23, 2022

PROJECT NO. 1-74-34.001

SITE PHOTOGRAPHS
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

14



View of paint stored inside the garage of the main residence.



View of the wood stove inside the art studio.

Photos taken by Wally Robison

ROBISON ENGINEERING COMPANY

DATE: AUGUST 23, 2022

PROJECT NO. 1-74-34.001

SITE PHOTOGRAPHS
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

15



Looking north at the forest and meadow north of the main residence.



Looking southwest toward the pole-mounted electric transformer that serves the main residence.

Photos taken by Wally Robison

ROBISON ENGINEERING COMPANY

DATE: AUGUST 23, 2022

PROJECT NO. 1-74-34.001

SITE PHOTOGRAPHS
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

16



View of the shipping container located northeast of the main residence.



View of art sculpture supplies stored inside the shipping container.

Photos taken by Wally Robison

ROBISON ENGINEERING COMPANY

DATE: AUGUST 23, 2022

PROJECT NO. 1-74-34.001

SITE PHOTOGRAPHS
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

17



Looking west at the meadow and dirt piles near the north side of the property.



Looking southwest along the dirt road that leads to the north past the shipping container on the east property side.

Photos taken by Wally Robison

ROBISON ENGINEERING COMPANY

DATE: AUGUST 23, 2022

PROJECT NO. 1-74-34.001

SITE PHOTOGRAPHS
 NEVADA LAND TRUST PHASE I ESA
 MCLELLAN PROPERTY
 WASHOE COUNTY, NEVADA

FIGURE

18

3. EDR Radius Map Report

Mclellan Property

7003 Aspen Creek Road
Washoe Valley, NV 89704

Inquiry Number: 7093334.2s
August 22, 2022

The EDR Radius Map™ Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	10
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

7003 ASPEN CREEK ROAD
WASHOE VALLEY, NV 89704

COORDINATES

Latitude (North): 39.2278070 - 39° 13' 40.10"
Longitude (West): 119.8466860 - 119° 50' 48.06"
Universal Transverse Mercator: Zone 11
UTM X (Meters): 254266.1
UTM Y (Meters): 4345711.0
Elevation: 5457 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 11881744 CARSON CITY, NV
Version Date: 2018

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20150616
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:
7003 ASPEN CREEK ROAD
WASHOE VALLEY, NV 89704

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	LIGHTNING W RANCH	7300 FRANKTOWN RD	SHWS, UST	Lower	3663, 0.694, ENE
2	SAN ANTONIO RANCH, L	7000 FRANKTOWN ROAD	SHWS	Lower	3827, 0.725, NNE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL..... National Priority List
Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Lists of Federal Delisted NPL sites

Delisted NPL..... National Priority List Deletions

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY..... Federal Facility Site Information listing
SEMS..... Superfund Enterprise Management System

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS..... Corrective Action Report

Lists of Federal RCRA TSD facilities

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Lists of Federal RCRA generators

RCRA-LQG..... RCRA - Large Quantity Generators
RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-VSQG..... RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

Federal institutional controls / engineering controls registries

LUCIS..... Land Use Control Information System

EXECUTIVE SUMMARY

US ENG CONTROLS..... Engineering Controls Sites List
US INST CONTROLS..... Institutional Controls Sites List

Federal ERNS list

ERNS..... Emergency Response Notification System

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF..... Landfill List

Lists of state and tribal leaking storage tanks

LUST..... Sites Database
INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

Lists of state and tribal registered storage tanks

FEMA UST..... Underground Storage Tank Listing
UST..... Underground Storage Tank List
AST..... Aboveground Storage Tank List
INDIAN UST..... Underground Storage Tanks on Indian Land

Lists of state and tribal voluntary cleanup sites

INDIAN VCP..... Voluntary Cleanup Priority Listing
VCP..... Voluntary Cleanup Program Sites

Lists of state and tribal brownfield sites

BROWNFIELDS..... Project Tracking Database

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY..... Recycling Information Listing
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands
ODI..... Open Dump Inventory
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS..... Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL..... Delisted National Clandestine Laboratory Register
US CDL..... National Clandestine Laboratory Register

Local Land Records

LIENS 2..... CERCLA Lien Information

EXECUTIVE SUMMARY

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System

Other Ascertainable Records

RCRA NonGen / NLR..... RCRA - Non Generators / No Longer Regulated
FUDS..... Formerly Used Defense Sites
DOD..... Department of Defense Sites
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR..... Financial Assurance Information
EPA WATCH LIST..... EPA WATCH LIST
2020 COR ACTION..... 2020 Corrective Action Program List
TSCA..... Toxic Substances Control Act
TRIS..... Toxic Chemical Release Inventory System
SSTS..... Section 7 Tracking Systems
ROD..... Records Of Decision
RMP..... Risk Management Plans
RAATS..... RCRA Administrative Action Tracking System
PRP..... Potentially Responsible Parties
PADS..... PCB Activity Database System
ICIS..... Integrated Compliance Information System
FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS..... Material Licensing Tracking System
COAL ASH DOE..... Steam-Electric Plant Operation Data
COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER..... PCB Transformer Registration Database
RADINFO..... Radiation Information Database
HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS..... Incident and Accident Data
CONSENT..... Superfund (CERCLA) Consent Decrees
INDIAN RESERV..... Indian Reservations
FUSRAP..... Formerly Utilized Sites Remedial Action Program
UMTRA..... Uranium Mill Tailings Sites
LEAD SMELTERS..... Lead Smelter Sites
US AIRS..... Aerometric Information Retrieval System Facility Subsystem
US MINES..... Mines Master Index File
ABANDONED MINES..... Abandoned Mines
FINDS..... Facility Index System/Facility Registry System
DOCKET HWC..... Hazardous Waste Compliance Docket Listing
ECHO..... Enforcement & Compliance History Information
UXO..... Unexploded Ordnance Sites
FUELS PROGRAM..... EPA Fuels Program Registered Listing
AIRS..... Permitted Airs Facility Listing
COAL ASH..... Coal Ash Disposal Sites
Financial Assurance..... Financial Assurance Information Listing
HMRI..... Hazardous Materials Repository Information Data
NPDES..... Permitted Facility Listing
MINES MRDS..... Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP..... EDR Proprietary Manufactured Gas Plants

EXECUTIVE SUMMARY

EDR Hist Auto..... EDR Exclusive Historical Auto Stations
EDR Hist Cleaner..... EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List
RGA LF..... Recovered Government Archive Solid Waste Facilities List
RGA LUST..... Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of state- and tribal hazardous waste facilities

SHWS: Corrective Action Case list (Active, Non-ust Hazardous Waste and Regulated Substance. Correction Actions)

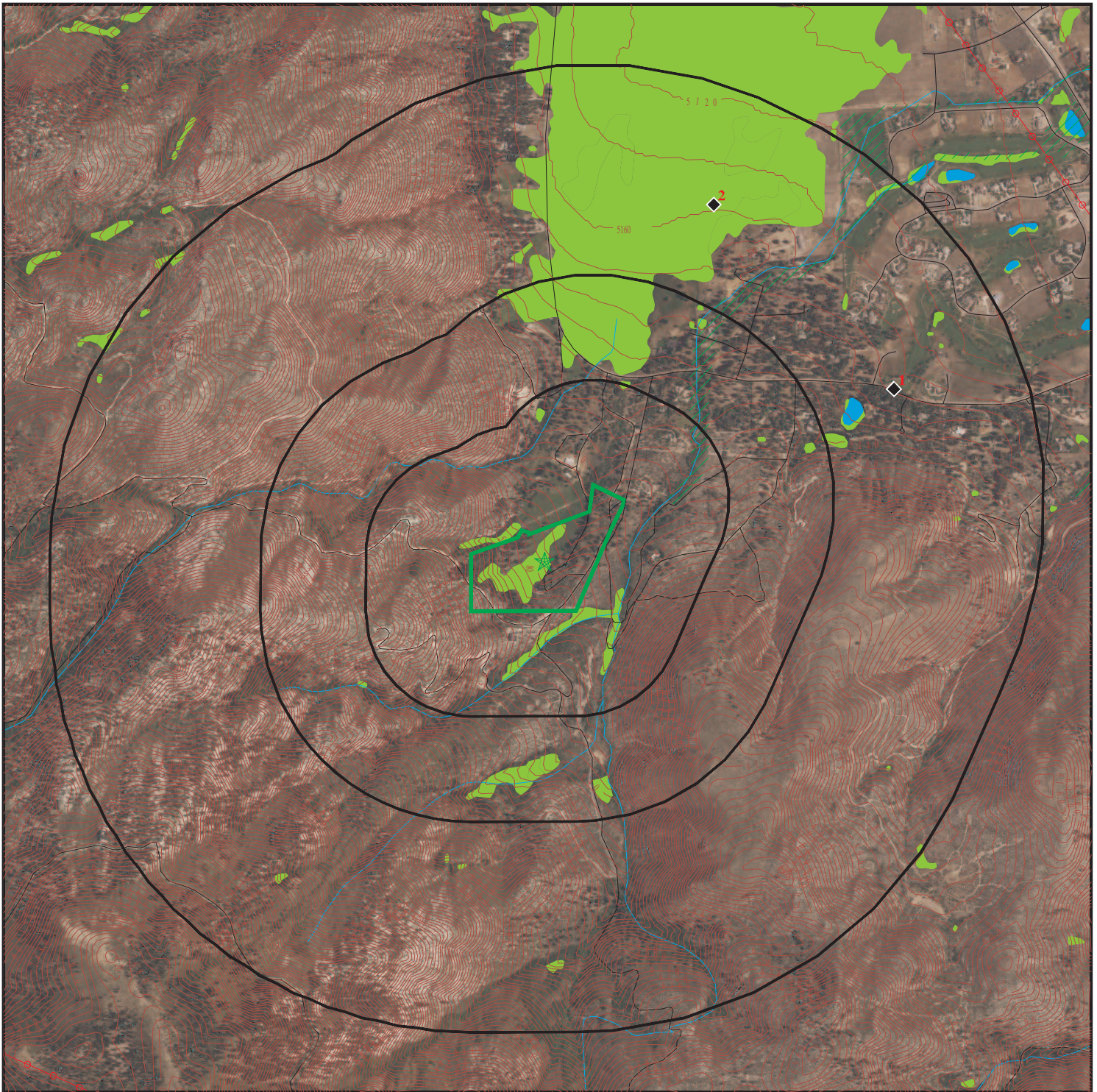
A review of the SHWS list, as provided by EDR, and dated 03/15/2022 has revealed that there are 2 SHWS sites within approximately 1 mile of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>LIGHTNING W RANCH</i> Facility Id: D-000226 Date Closed: 8/8/1994	<i>7300 FRANKTOWN RD</i>	<i>ENE 1/2 - 1 (0.694 mi.)</i>	<i>1</i>	<i>8</i>
SAN ANTONIO RANCH, L Facility Id: D-000799 Date Closed: 8/18/2010	7000 FRANKTOWN ROAD	NNE 1/2 - 1 (0.725 mi.)	2	8


EXECUTIVE SUMMARY


There were no unmapped sites in this report.

OVERVIEW MAP - 7093334.2S



 Target Property

 Sites at elevations higher than or equal to the target property

 Sites at elevations lower than the target property


 Manufactured Gas Plants

 National Priority List Sites

 Dept. Defense Sites

 Indian Reservations BIA

 Power transmission lines

 Special Flood Hazard Area (1%)

 0.2% Annual Chance Flood Hazard

 National Wetland Inventory

 State Wetlands

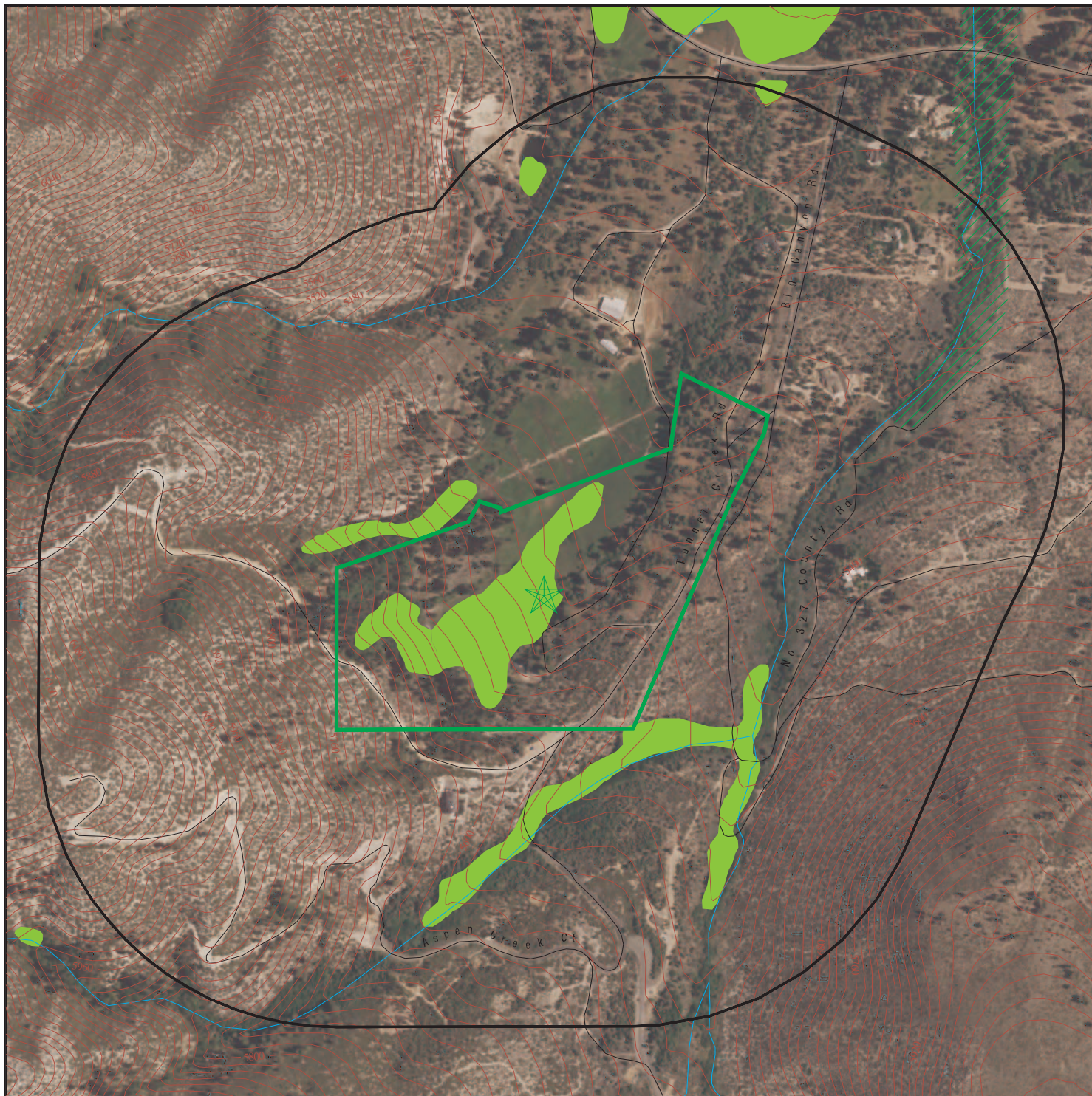









This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Mcllellan Property
 ADDRESS: 7003 Aspen Creek Road
 Washoe Valley NV 89704
 LAT/LONG: 39.227807 / 119.846686

CLIENT: Robison Engineering
 CONTACT: Wally Robison
 INQUIRY #: 7093334.2s
 DATE: August 22, 2022 1:17 pm

DETAIL MAP - 7093334.2S



-  Target Property
-  Sites at elevations higher than or equal to the target property
-  Sites at elevations lower than the target property
-  Manufactured Gas Plants
-  Sensitive Receptors
-  National Priority List Sites
-  Dept. Defense Sites



-  Indian Reservations BIA
-  Special Flood Hazard Area (1%)
-  0.2% Annual Chance Flood Hazard
-  National Wetland Inventory
-  State Wetlands



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Mcllellan Property
 ADDRESS: 7003 Aspen Creek Road
 Washoe Valley NV 89704
 LAT/LONG: 39.227807 / 119.846686

CLIENT: Robison Engineering
 CONTACT: Wally Robison
 INQUIRY #: 7093334.2s
 DATE: August 22, 2022 1:18 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Lists of Federal NPL (Superfund) sites</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<i>Lists of Federal Delisted NPL sites</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<i>Lists of Federal CERCLA sites with NFRAP</i>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA facilities undergoing Corrective Action</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Lists of Federal RCRA TSD facilities</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA generators</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	0.001		0	NR	NR	NR	NR	0
<i>Lists of state- and tribal hazardous waste facilities</i>								
SHWS	1.000		0	0	0	2	NR	2
<i>Lists of state and tribal landfills and solid waste disposal facilities</i>								
SWF/LF	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal leaking storage tanks</i>								
LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal registered storage tanks</i>								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
<i>Lists of state and tribal voluntary cleanup sites</i>								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal brownfield sites</i>								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
<i>Local Brownfield lists</i>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
<i>Local Land Records</i>								
LIENS 2	0.001		0	NR	NR	NR	NR	0
<i>Records of Emergency Release Reports</i>								
HMIRS	0.001		0	NR	NR	NR	NR	0
<i>Other Ascertainable Records</i>								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001		0	NR	NR	NR	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
HMRI	0.001		0	NR	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
MINES MRDS	0.001		0	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS	0.001		0	NR	NR	NR	NR	0
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0

- Totals --		0	0	0	0	2	0	2
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MAP FINDINGS SUMMARY

<u>Database</u>	<u>Search Distance (Miles)</u>	<u>Target Property</u>	<u>< 1/8</u>	<u>1/8 - 1/4</u>	<u>1/4 - 1/2</u>	<u>1/2 - 1</u>	<u>> 1</u>	<u>Total Plotted</u>
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NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

1
ENE
1/2-1
0.694 mi.
3663 ft.

LIGHTNING W RANCH
7300 FRANKTOWN RD
WASHOE VALLEY, NV 89704

SHWS **U001892317**
UST **N/A**

Relative:
Lower

SHWS:
Name: LIGHTNING W RANCH
Address: 7300 FRANKTOWN ROAD
City,State,Zip: WASHOE VALLEY, NV
Facility ID: D-000226
Date Release Reported to NDEP: 5/17/1994
Program: non-LUST Corrective Action
NDEP Case Officer: Not reported
Location of Paper File: NDEP: CC-Storage
Type of Media Impacted: Soil
Event: Not reported
Date of Closure: 8/8/1994
Regulatory Type of Closure: Other
Contaminant: Gasoline

Actual:
5174 ft.

UST:

Facility ID: 1-000136
Address: 7300 Franktown Rd
City,State,Zip: Washoe Valley, NV 89704
Tank ID: 1
Tank Status: PERMANENTLY CLOSED
Tank Capacity: 1100
Tank Substance: DIESEL
Install Date: 05/01/1979
Tank Material: NONE, UNKNOWN
FEDERALLY REGULATED UST: TRUE
Pipe Material: NONE, UNKNOWN
Tank Age: 15
Closed Date: 05/17/1994

Tank ID: 2
Tank Status: PERMANENTLY CLOSED
Tank Capacity: 550
Tank Substance: GASOLINE (CONTAINING <= 10% ETHANOL)
Install Date: 05/01/1979
Tank Material: NONE, UNKNOWN
FEDERALLY REGULATED UST: TRUE
Pipe Material: NONE, UNKNOWN
Tank Age: 15
Closed Date: 05/17/1994

2
NNE
1/2-1
0.725 mi.
3827 ft.

SAN ANTONIO RANCH, LLC
7000 FRANKTOWN ROAD
WASHOE VALLEY, NV

SHWS **S109943980**
UST **N/A**

Relative:
Lower

SHWS:
Name: SAN ANTONIO RANCH, LLC
Address: 7000 FRANKTOWN ROAD
City,State,Zip: WASHOE VALLEY, NV
Facility ID: D-000799
Date Release Reported to NDEP: 8/18/2009

Actual:
5157 ft.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SAN ANTONIO RANCH, LLC (Continued)

S109943980

Program:	non-LUST Corrective Action
NDEP Case Officer:	Not reported
Location of Paper File:	NDEP: CC-Storage
Type of Media Impacted:	Soil
Event:	Not reported
Date of Closure:	8/18/2010
Regulatory Type of Closure:	NAC 445A A-K
Contaminant:	Heating Oil

Count: 0 records.

ORPHAN SUMMARY

<u>City</u>	<u>EDR ID</u>	<u>Site Name</u>	<u>Site Address</u>	<u>Zip</u>	<u>Database(s)</u>
NO SITES FOUND					

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 04/27/2022	Source: EPA
Date Data Arrived at EDR: 05/05/2022	Telephone: N/A
Date Made Active in Reports: 05/31/2022	Last EDR Contact: 08/02/2022
Number of Days to Update: 26	Next Scheduled EDR Contact: 10/10/2022
	Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 04/27/2022	Source: EPA
Date Data Arrived at EDR: 05/05/2022	Telephone: N/A
Date Made Active in Reports: 05/31/2022	Last EDR Contact: 08/02/2022
Number of Days to Update: 26	Next Scheduled EDR Contact: 10/10/2022
	Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Lists of Federal Delisted NPL sites

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: EPA
Telephone: N/A
Last EDR Contact: 08/02/2022
Next Scheduled EDR Contact: 10/10/2022
Data Release Frequency: Quarterly

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/25/2021
Date Data Arrived at EDR: 06/24/2021
Date Made Active in Reports: 09/20/2021
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 06/27/2022
Next Scheduled EDR Contact: 10/10/2022
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/05/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 26

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 08/02/2022
Next Scheduled EDR Contact: 10/24/2022
Data Release Frequency: Quarterly

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 04/27/2022	Source: EPA
Date Data Arrived at EDR: 05/05/2022	Telephone: 800-424-9346
Date Made Active in Reports: 05/31/2022	Last EDR Contact: 08/02/2022
Number of Days to Update: 26	Next Scheduled EDR Contact: 10/24/2022
	Data Release Frequency: Quarterly

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 06/20/2022	Source: EPA
Date Data Arrived at EDR: 06/21/2022	Telephone: 800-424-9346
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 06/21/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Quarterly

Lists of Federal RCRA TSD facilities

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: (415) 495-8895
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 06/21/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Quarterly

Lists of Federal RCRA generators

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: (415) 495-8895
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 06/21/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: (415) 495-8895
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 06/21/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: (415) 495-8895
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 06/21/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/16/2022	Source: Department of the Navy
Date Data Arrived at EDR: 05/19/2022	Telephone: 843-820-7326
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/03/2022
Number of Days to Update: 71	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 05/16/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/24/2022	Telephone: 703-603-0695
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/17/2022
Number of Days to Update: 66	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 05/16/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/24/2022	Telephone: 703-603-0695
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/17/2022
Number of Days to Update: 66	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/14/2022	Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 06/15/2022	Telephone: 202-267-2180
Date Made Active in Reports: 06/21/2022	Last EDR Contact: 06/15/2022
Number of Days to Update: 6	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Quarterly

Lists of state- and tribal hazardous waste facilities

SHWS: Sites Database

A listing of correction action sites.

Date of Government Version: 03/15/2022	Source: Department of Conservation and Natural Resources
Date Data Arrived at EDR: 03/16/2022	Telephone: 775-687-5872
Date Made Active in Reports: 06/13/2022	Last EDR Contact: 06/14/2022
Number of Days to Update: 89	Next Scheduled EDR Contact: 09/26/2022
	Data Release Frequency: Semi-Annually

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: Landfill List

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 05/24/2022	Source: Department of Conservation and Natural Resources
Date Data Arrived at EDR: 05/25/2022	Telephone: 775-687-5872
Date Made Active in Reports: 08/12/2022	Last EDR Contact: 05/25/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 09/05/2022
	Data Release Frequency: Quarterly

Lists of state and tribal leaking storage tanks

LUST: Sites Database

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 03/15/2022	Source: Department of Conservation and Natural Resources
Date Data Arrived at EDR: 03/16/2022	Telephone: 775-687-5872
Date Made Active in Reports: 06/13/2022	Last EDR Contact: 06/14/2022
Number of Days to Update: 89	Next Scheduled EDR Contact: 09/26/2022
	Data Release Frequency: Semi-Annually

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land

A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/28/2021	Source: EPA Region 1
Date Data Arrived at EDR: 06/11/2021	Telephone: 617-918-1313
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 06/13/2022
Number of Days to Update: 88	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 05/28/2021
Date Data Arrived at EDR: 06/22/2021
Date Made Active in Reports: 09/20/2021
Number of Days to Update: 90

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 06/13/2022
Next Scheduled EDR Contact: 10/31/2022
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/14/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 06/13/2022
Next Scheduled EDR Contact: 10/31/2022
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/20/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 06/13/2022
Next Scheduled EDR Contact: 10/31/2022
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/08/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 06/13/2022
Next Scheduled EDR Contact: 10/31/2022
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/20/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 06/13/2022
Next Scheduled EDR Contact: 10/31/2022
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/11/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 06/13/2022
Next Scheduled EDR Contact: 10/31/2022
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/28/2022
Date Data Arrived at EDR: 06/13/2022
Date Made Active in Reports: 08/16/2022
Number of Days to Update: 64

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 06/13/2022
Next Scheduled EDR Contact: 10/31/2022
Data Release Frequency: Varies

Lists of state and tribal registered storage tanks

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 10/14/2021	Source: FEMA
Date Data Arrived at EDR: 11/05/2021	Telephone: 202-646-5797
Date Made Active in Reports: 02/01/2022	Last EDR Contact: 06/29/2022
Number of Days to Update: 88	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Varies

UST: Underground Storage Tank List

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 03/15/2022	Source: Department of Conservation and Natural Resources
Date Data Arrived at EDR: 03/16/2022	Telephone: 775-687-5872
Date Made Active in Reports: 06/10/2022	Last EDR Contact: 06/14/2022
Number of Days to Update: 86	Next Scheduled EDR Contact: 09/26/2022
	Data Release Frequency: Semi-Annually

AST: Aboveground Storage Tank List

Registered Aboveground Storage Tanks.

Date of Government Version: 01/25/2018	Source: Department of Conservation and Natural Resources
Date Data Arrived at EDR: 03/21/2018	Telephone: 775-687-5872
Date Made Active in Reports: 04/23/2018	Last EDR Contact: 06/28/2022
Number of Days to Update: 33	Next Scheduled EDR Contact: 09/26/2022
	Data Release Frequency: Semi-Annually

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/28/2022	Source: EPA Region 6
Date Data Arrived at EDR: 06/13/2022	Telephone: 214-665-7591
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/11/2022	Source: EPA Region 5
Date Data Arrived at EDR: 06/13/2022	Telephone: 312-886-6136
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/07/2022	Source: EPA, Region 1
Date Data Arrived at EDR: 06/13/2022	Telephone: 617-918-1313
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/20/2022	Source: EPA Region 10
Date Data Arrived at EDR: 06/13/2022	Telephone: 206-553-2857
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/28/2021	Source: EPA Region 4
Date Data Arrived at EDR: 06/22/2021	Telephone: 404-562-9424
Date Made Active in Reports: 09/20/2021	Last EDR Contact: 06/13/2022
Number of Days to Update: 90	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/08/2022	Source: EPA Region 9
Date Data Arrived at EDR: 06/13/2022	Telephone: 415-972-3368
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/14/2022	Source: EPA Region 7
Date Data Arrived at EDR: 06/13/2022	Telephone: 913-551-7003
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/20/2022	Source: EPA Region 8
Date Data Arrived at EDR: 06/13/2022	Telephone: 303-312-6137
Date Made Active in Reports: 08/16/2022	Last EDR Contact: 06/13/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

Lists of state and tribal voluntary cleanup sites

VCP: Voluntary Cleanup Program Sites

The Voluntary Cleanup Program provides relief from liability to owners who undertake cleanups of contaminated properties under the oversight of the Nevada Division of Environmental Protection.

Date of Government Version: 03/15/2022	Source: Department of Conservation & Natural Resources
Date Data Arrived at EDR: 03/16/2022	Telephone: 775-687-9381
Date Made Active in Reports: 06/13/2022	Last EDR Contact: 06/14/2022
Number of Days to Update: 89	Next Scheduled EDR Contact: 09/26/2022
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015	Source: EPA, Region 1
Date Data Arrived at EDR: 09/29/2015	Telephone: 617-918-1102
Date Made Active in Reports: 02/18/2016	Last EDR Contact: 06/15/2022
Number of Days to Update: 142	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 07/08/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

Lists of state and tribal brownfield sites

BROWNFIELDS: Project Tracking Database

Brownfields sites included in the Project Tracking Database. The term "brownfields" is used to describe abandoned, idled, or underused industrial or commercial properties taken out of productive use because of real or perceived risks from environmental contamination. The State of Nevada has initiated Brownfields, a land-recycling program, to provide an opportunity to redevelop these undesirable properties and revitalize communities.

Date of Government Version: 03/15/2022	Source: Division of Environmental Protection
Date Data Arrived at EDR: 03/16/2022	Telephone: 775-687-9384
Date Made Active in Reports: 06/13/2022	Last EDR Contact: 06/14/2022
Number of Days to Update: 89	Next Scheduled EDR Contact: 09/26/2022
	Data Release Frequency: Semi-Annually

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 02/23/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/10/2022	Telephone: 202-566-2777
Date Made Active in Reports: 03/10/2022	Last EDR Contact: 08/08/2022
Number of Days to Update: 0	Next Scheduled EDR Contact: 09/26/2022
	Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Recycling Information Listing

A listing of recycling facilities in Nevada.

Date of Government Version: 05/09/2022	Source: Department of Environmental Protection
Date Data Arrived at EDR: 05/12/2022	Telephone: 775-687-9463
Date Made Active in Reports: 06/01/2022	Last EDR Contact: 08/03/2022
Number of Days to Update: 20	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 07/21/2022
Next Scheduled EDR Contact: 11/07/2022
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 07/12/2022
Next Scheduled EDR Contact: 10/31/2022
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 07/21/2022
Next Scheduled EDR Contact: 11/07/2022
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 04/30/2022
Date Data Arrived at EDR: 05/24/2022
Date Made Active in Reports: 07/29/2022
Number of Days to Update: 66

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/18/2022
Next Scheduled EDR Contact: 12/05/2022
Data Release Frequency: No Update Planned

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 04/30/2022
Date Data Arrived at EDR: 05/24/2022
Date Made Active in Reports: 07/29/2022
Number of Days to Update: 66

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/18/2022
Next Scheduled EDR Contact: 12/05/2022
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 04/27/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/05/2022	Telephone: 202-564-6023
Date Made Active in Reports: 05/31/2022	Last EDR Contact: 08/02/2022
Number of Days to Update: 26	Next Scheduled EDR Contact: 10/10/2022
	Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/21/2022	Source: U.S. Department of Transportation
Date Data Arrived at EDR: 03/21/2022	Telephone: 202-366-4555
Date Made Active in Reports: 06/14/2022	Last EDR Contact: 06/21/2022
Number of Days to Update: 85	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Quarterly

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 06/20/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/21/2022	Telephone: (415) 495-8895
Date Made Active in Reports: 06/28/2022	Last EDR Contact: 06/21/2022
Number of Days to Update: 7	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 05/11/2022	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 05/17/2022	Telephone: 202-528-4285
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 08/11/2022
Number of Days to Update: 73	Next Scheduled EDR Contact: 11/28/2022
	Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 06/07/2021	Source: USGS
Date Data Arrived at EDR: 07/13/2021	Telephone: 888-275-8747
Date Made Active in Reports: 03/09/2022	Last EDR Contact: 07/13/2022
Number of Days to Update: 239	Next Scheduled EDR Contact: 10/24/2022
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018	Source: U.S. Geological Survey
Date Data Arrived at EDR: 04/11/2018	Telephone: 888-275-8747
Date Made Active in Reports: 11/06/2019	Last EDR Contact: 07/08/2022
Number of Days to Update: 574	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/03/2017	Telephone: 615-532-8599
Date Made Active in Reports: 04/07/2017	Last EDR Contact: 08/03/2022
Number of Days to Update: 63	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 03/21/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/21/2022	Telephone: 202-566-1917
Date Made Active in Reports: 06/14/2022	Last EDR Contact: 06/21/2022
Number of Days to Update: 85	Next Scheduled EDR Contact: 10/03/2022
	Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/21/2014	Telephone: 617-520-3000
Date Made Active in Reports: 06/17/2014	Last EDR Contact: 07/29/2022
Number of Days to Update: 88	Next Scheduled EDR Contact: 11/14/2022
	Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/08/2018	Telephone: 703-308-4044
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 08/04/2022
Number of Days to Update: 73	Next Scheduled EDR Contact: 11/14/2022
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016	Source: EPA
Date Data Arrived at EDR: 06/17/2020	Telephone: 202-260-5521
Date Made Active in Reports: 09/10/2020	Last EDR Contact: 06/14/2022
Number of Days to Update: 85	Next Scheduled EDR Contact: 09/26/2022
	Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018	Source: EPA
Date Data Arrived at EDR: 08/14/2020	Telephone: 202-566-0250
Date Made Active in Reports: 11/04/2020	Last EDR Contact: 08/11/2022
Number of Days to Update: 82	Next Scheduled EDR Contact: 11/28/2022
	Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 07/18/2022	Source: EPA
Date Data Arrived at EDR: 07/18/2022	Telephone: 202-564-4203
Date Made Active in Reports: 07/29/2022	Last EDR Contact: 07/18/2022
Number of Days to Update: 11	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 04/27/2022	Source: EPA
Date Data Arrived at EDR: 05/05/2022	Telephone: 703-416-0223
Date Made Active in Reports: 05/31/2022	Last EDR Contact: 08/02/2022
Number of Days to Update: 26	Next Scheduled EDR Contact: 09/12/2022
	Data Release Frequency: Annually

RMP: Risk Management Plans

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/27/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/04/2022	Telephone: 202-564-8600
Date Made Active in Reports: 05/10/2022	Last EDR Contact: 07/14/2022
Number of Days to Update: 6	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 01/25/2022	Source: EPA
Date Data Arrived at EDR: 02/03/2022	Telephone: 202-564-6023
Date Made Active in Reports: 02/25/2022	Last EDR Contact: 08/02/2022
Number of Days to Update: 22	Next Scheduled EDR Contact: 11/14/2022
	Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/20/2022	Source: EPA
Date Data Arrived at EDR: 01/20/2022	Telephone: 202-566-0500
Date Made Active in Reports: 03/25/2022	Last EDR Contact: 07/08/2022
Number of Days to Update: 64	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 06/28/2022
Number of Days to Update: 79	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 03/11/2022	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 03/15/2022	Telephone: 301-415-7169
Date Made Active in Reports: 06/14/2022	Last EDR Contact: 07/13/2022
Number of Days to Update: 91	Next Scheduled EDR Contact: 10/31/2022
	Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020	Source: Department of Energy
Date Data Arrived at EDR: 11/30/2021	Telephone: 202-586-8719
Date Made Active in Reports: 02/22/2022	Last EDR Contact: 06/02/2022
Number of Days to Update: 84	Next Scheduled EDR Contact: 09/12/2022
	Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/05/2019	Telephone: N/A
Date Made Active in Reports: 11/11/2019	Last EDR Contact: 05/25/2022
Number of Days to Update: 251	Next Scheduled EDR Contact: 09/12/2022
	Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/06/2019	Telephone: 202-566-0517
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 08/04/2022
Number of Days to Update: 96	Next Scheduled EDR Contact: 11/14/2022
	Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/01/2019
Date Made Active in Reports: 09/23/2019
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 06/23/2022
Next Scheduled EDR Contact: 10/10/2022
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020
Date Data Arrived at EDR: 01/28/2020
Date Made Active in Reports: 04/17/2020
Number of Days to Update: 80

Source: Department of Transportation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 07/21/2022
Next Scheduled EDR Contact: 11/07/2022
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 03/31/2022
Date Data Arrived at EDR: 04/14/2022
Date Made Active in Reports: 07/12/2022
Number of Days to Update: 89

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 06/29/2022
Next Scheduled EDR Contact: 10/17/2022
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2019
Date Data Arrived at EDR: 03/02/2022
Date Made Active in Reports: 03/25/2022
Number of Days to Update: 23

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 06/21/2022
Next Scheduled EDR Contact: 10/03/2022
Data Release Frequency: Biennially

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014	Source: USGS
Date Data Arrived at EDR: 07/14/2015	Telephone: 202-208-3710
Date Made Active in Reports: 01/10/2017	Last EDR Contact: 07/08/2022
Number of Days to Update: 546	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021	Source: Department of Energy
Date Data Arrived at EDR: 07/27/2021	Telephone: 202-586-3559
Date Made Active in Reports: 10/22/2021	Last EDR Contact: 07/26/2022
Number of Days to Update: 87	Next Scheduled EDR Contact: 11/14/2022
	Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019	Source: Department of Energy
Date Data Arrived at EDR: 11/15/2019	Telephone: 505-845-0011
Date Made Active in Reports: 01/28/2020	Last EDR Contact: 08/10/2022
Number of Days to Update: 74	Next Scheduled EDR Contact: 11/28/2022
	Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 04/27/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/05/2022	Telephone: 703-603-8787
Date Made Active in Reports: 05/31/2022	Last EDR Contact: 08/01/2022
Number of Days to Update: 26	Next Scheduled EDR Contact: 10/10/2022
	Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001	Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010	Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/02/2009
Number of Days to Update: 36	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 05/02/2022
Date Data Arrived at EDR: 05/25/2022
Date Made Active in Reports: 07/29/2022
Number of Days to Update: 65

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 08/17/2022
Next Scheduled EDR Contact: 12/05/2022
Data Release Frequency: Semi-Annually

MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 03/21/2022
Date Data Arrived at EDR: 03/22/2022
Date Made Active in Reports: 03/25/2022
Number of Days to Update: 3

Source: DOL, Mine Safety & Health Admi
Telephone: 202-693-9424
Last EDR Contact: 08/02/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: Quarterly

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020
Date Data Arrived at EDR: 05/27/2020
Date Made Active in Reports: 08/13/2020
Number of Days to Update: 78

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/17/2022
Next Scheduled EDR Contact: 12/05/2022
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/17/2022
Next Scheduled EDR Contact: 12/05/2022
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/10/2022
Date Data Arrived at EDR: 03/10/2022
Date Made Active in Reports: 06/14/2022
Number of Days to Update: 96

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 06/14/2022
Next Scheduled EDR Contact: 09/19/2022
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 05/13/2022
Date Data Arrived at EDR: 05/18/2022
Date Made Active in Reports: 05/31/2022
Number of Days to Update: 13

Source: EPA
Telephone: (415) 947-8000
Last EDR Contact: 05/18/2022
Next Scheduled EDR Contact: 09/12/2022
Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021
Date Data Arrived at EDR: 05/21/2021
Date Made Active in Reports: 08/11/2021
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 05/19/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 04/02/2022
Date Data Arrived at EDR: 04/05/2022
Date Made Active in Reports: 06/28/2022
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 07/01/2022
Next Scheduled EDR Contact: 10/17/2022
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 01/11/2022
Date Made Active in Reports: 02/14/2022
Number of Days to Update: 34

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 07/07/2022
Next Scheduled EDR Contact: 10/24/2022
Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 05/16/2022
Date Data Arrived at EDR: 05/17/2022
Date Made Active in Reports: 07/29/2022
Number of Days to Update: 73

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 08/11/2022
Next Scheduled EDR Contact: 11/28/2022
Data Release Frequency: Quarterly

AIRS: Permitted Airs Facility Listing

A listing of permitted Airs facilities and their associated emissions information.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/20/2021
Date Data Arrived at EDR: 06/30/2022
Date Made Active in Reports: 07/05/2022
Number of Days to Update: 5

Source: Division of Environmental Protection
Telephone: 775-687-9359
Last EDR Contact: 06/17/2022
Next Scheduled EDR Contact: 09/26/2022
Data Release Frequency: Semi-Annually

COAL ASH: Coal Ash Disposal Sites A listing of coal ash plants.

Date of Government Version: 02/26/2021
Date Data Arrived at EDR: 03/02/2021
Date Made Active in Reports: 05/21/2021
Number of Days to Update: 80

Source: Division of Environmental Protection
Telephone: 775-687-9477
Last EDR Contact: 08/16/2022
Next Scheduled EDR Contact: 12/05/2022
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 06/01/2017
Date Data Arrived at EDR: 06/19/2017
Date Made Active in Reports: 09/28/2017
Number of Days to Update: 101

Source: Department of Environmental Protection
Telephone: 775-687-9465
Last EDR Contact: 06/09/2022
Next Scheduled EDR Contact: 09/26/2022
Data Release Frequency: Varies

Financial Assurance 2: Financial Assurance Information Solid waste facility financial assurance information.

Date of Government Version: 05/25/2022
Date Data Arrived at EDR: 05/25/2022
Date Made Active in Reports: 08/12/2022
Number of Days to Update: 79

Source: Division of Environmental Protection
Telephone: 775-687-9477
Last EDR Contact: 05/25/2022
Next Scheduled EDR Contact: 09/05/2022
Data Release Frequency: Quarterly

HMRI: Hazardous Materials Repository Information Data

Emergency Planning and Community Right-to-Know Act (EPCRA) required facilities which store or manufacture hazardous materials to prepare and submit a chemical inventory report by March 1st of each year to the State Emergency Response Commission (SERC), LEPC and the local fire department. The inventory form must include information on all hazardous chemicals present at the facility during the previous calendar year in amounts that meet or exceed thresholds.

Date of Government Version: 08/05/2008
Date Data Arrived at EDR: 08/05/2008
Date Made Active in Reports: 08/13/2008
Number of Days to Update: 8

Source: State Emergency Response Commission
Telephone: 775-687-6973
Last EDR Contact: 08/03/2022
Next Scheduled EDR Contact: 11/21/2022
Data Release Frequency: Semi-Annually

NPDES: Permitted Facility Listing

A listing of permitted wastewater facilities.

Date of Government Version: 12/09/2021
Date Data Arrived at EDR: 12/10/2021
Date Made Active in Reports: 01/19/2022
Number of Days to Update: 40

Source: Department of Environmental Protection
Telephone: 775-687-9414
Last EDR Contact: 06/13/2022
Next Scheduled EDR Contact: 09/26/2022
Data Release Frequency: Varies

MINES MRDS: Mineral Resources Data System Mineral Resources Data System

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 10/21/2019
Date Made Active in Reports: 10/24/2019
Number of Days to Update: 3

Source: USGS
Telephone: 703-648-6533
Last EDR Contact: 08/17/2022
Next Scheduled EDR Contact: 12/05/2022
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

PCS INACTIVE: Listing of Inactive PCS Permits

An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014	Source: EPA
Date Data Arrived at EDR: 01/06/2015	Telephone: 202-564-2496
Date Made Active in Reports: 05/06/2015	Last EDR Contact: 06/28/2022
Number of Days to Update: 120	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Semi-Annually

PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011	Source: EPA, Office of Water
Date Data Arrived at EDR: 08/05/2011	Telephone: 202-564-2496
Date Made Active in Reports: 09/29/2011	Last EDR Contact: 06/28/2022
Number of Days to Update: 55	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Semi-Annually

PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014	Source: EPA
Date Data Arrived at EDR: 02/05/2015	Telephone: 202-564-2497
Date Made Active in Reports: 03/06/2015	Last EDR Contact: 06/28/2022
Number of Days to Update: 29	Next Scheduled EDR Contact: 10/17/2022
	Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Conservation and Natural Resources in Nevada.

Date of Government Version: N/A	Source: Department of Conservation and Natural Resources
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 12/26/2013	Last EDR Contact: 06/01/2012
Number of Days to Update: 178	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Conservation and Natural Resources in Nevada.

Date of Government Version: N/A	Source: Department of Conservation and Natural Resources
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/16/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 199	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Conservation and Natural Resources in Nevada.

Date of Government Version: N/A	Source: Department of Conservation and Natural Resources
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 12/26/2013	Last EDR Contact: 06/01/2012
Number of Days to Update: 178	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

COUNTY RECORDS

WASHOE COUNTY:

UST - WASHOE: Underground Storage Tank in Washoe County

A listing of underground storage tank sites located in Washoe County.

Date of Government Version: 08/03/2020	Source: Washoe County Department of Environmental Health
Date Data Arrived at EDR: 08/05/2020	Telephone: 775-328-2493
Date Made Active in Reports: 08/11/2020	Last EDR Contact: 08/15/2022
Number of Days to Update: 6	Next Scheduled EDR Contact: 12/05/2022
	Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 05/08/2022	Source: Department of Energy & Environmental Protection
Date Data Arrived at EDR: 05/09/2022	Telephone: 860-424-3375
Date Made Active in Reports: 07/28/2022	Last EDR Contact: 08/08/2022
Number of Days to Update: 80	Next Scheduled EDR Contact: 11/21/2022
	Data Release Frequency: No Update Planned

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 10/29/2021	Telephone: 518-402-8651
Date Made Active in Reports: 01/19/2022	Last EDR Contact: 07/29/2022
Number of Days to Update: 82	Next Scheduled EDR Contact: 11/07/2022
	Data Release Frequency: Quarterly

Oil/Gas Pipelines

Source: Endeavor Business Media

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data

Source: Endeavor Business Media

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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Child Care Facility List

Source: Department of Human Resources

Telephone: 775-684-1100

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory

Source: Natural Heritage Program

Telephone: 775-684-2900

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

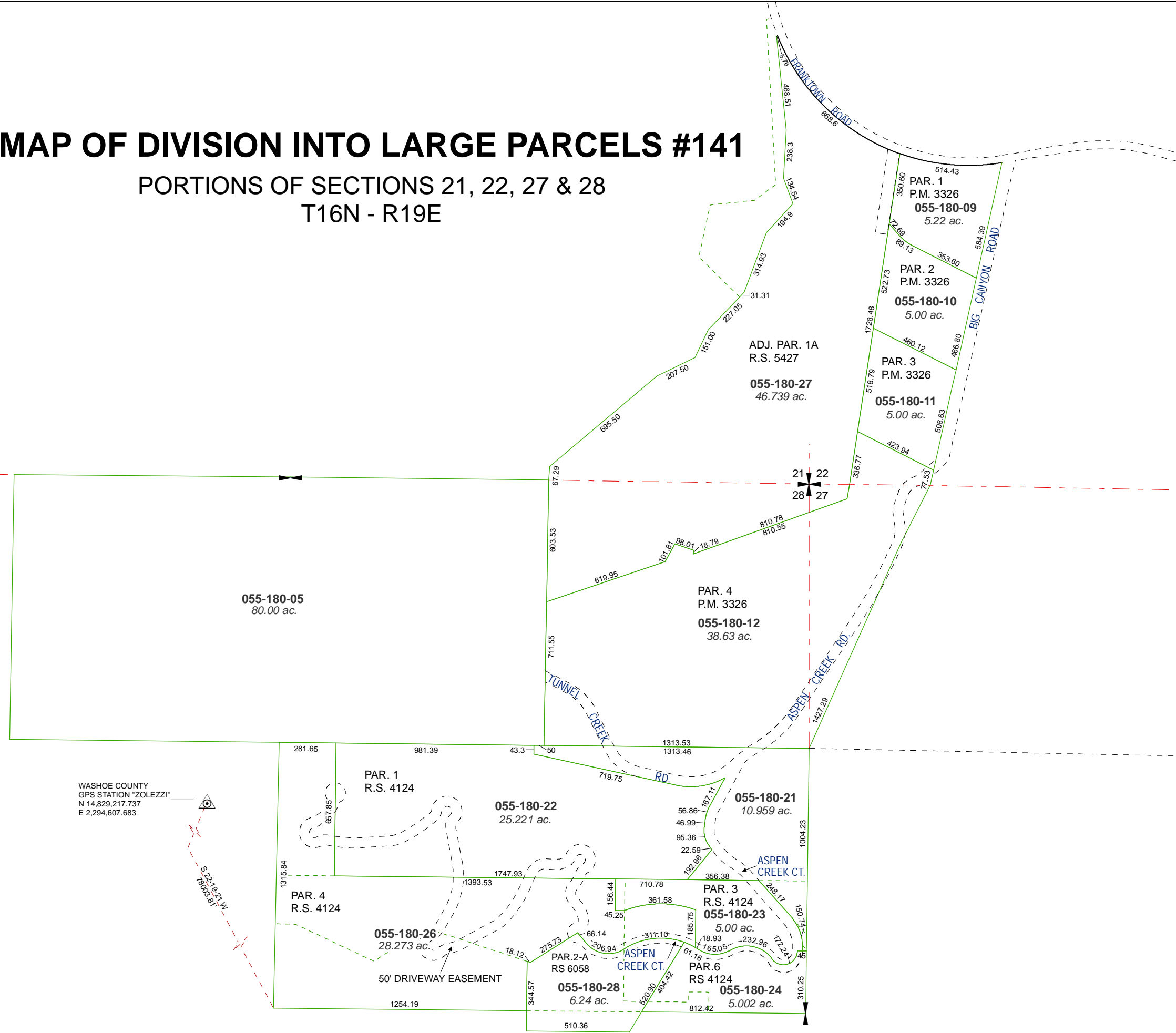
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4. Washoe County Assessor Records

MAP OF DIVISION INTO LARGE PARCELS #141

PORTIONS OF SECTIONS 21, 22, 27 & 28
T16N - R19E

LAKE
TAHOE
STATE
PARK



WASHOE COUNTY
GPS STATION "ZOLEZZI"
N 14,829,217.737
E 2,294,607.683

20 21
29 28

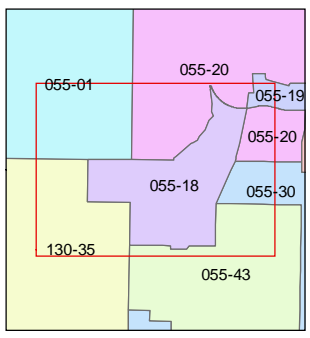
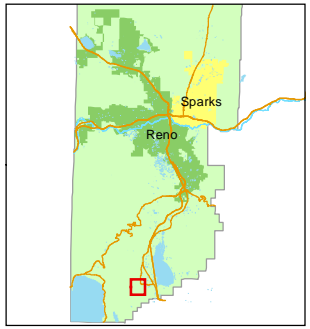
21 22
28 27

Assessor's Map Number
055-18

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
1001 East Ninth Street, Building D
Reno, Nevada 89512
(775) 328-2231



Feet
0 125 250 375 500
1 inch = 500 feet



created by: TWT 09/25/2009
updated: NLH 06/11/12 JKF 03/01/19
SR 07/05/19
area previously shown on map(s):
055-43

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

WASHOE COUNTY ASSESSOR PROPERTY DATA

8/16/2022

Owner Information

APN	055-180-12	Card 1 of 1
Situs 1	7003 ASPEN CREEK RD WASHOE COUNTY NV 89704	Bld # 1
Owner 1	MCLELLAN TRUST, LYNN	TRUST
Owner 2 or Trustee	MCLELLAN TRUSTEE, LYNN	TRUSTEE
Mail Address	60 CASSAS CT RENO NV 89511	

Parcel Information

Keyline Desc	PM 3326 LT 4		
Subdivision	_UNSPECIFIED		
	Section	Township	Range
		16	19
Record of Survey Map : Parcel Map# 3326 : Sub Map#			
	Special Property Code	060	
2022 Tax District	4000	Prior APN	055-180-02
2021 Tax District	4000	Tax Cap Status	2022 Rental Form Mailed, High Cap Applied

Building Information

XFOB SUBAREA

Bld #1 Situs	7003 ASPEN CREEK RD	Property Name	
Quality	R35 Average-Good	Building Type	Single Family Residence
Stories	1 Story	2nd Occupancy	
Year Built	1977	WAY	1977
Bedrooms	3	Square Feet	1968
Full Baths	2	Finished Bsmt	0
Half Baths	0	Unfin Bsmt	0
Fixtures	9	Basement Type	
Fireplaces	0	Gar Conv Sq Feet	0
Heat Type	BASEBOARD HOT WATER	Total Garage Area	672
2nd Heat Type		Garage Type	ATTACHED
Exterior Walls	SIDING ON FRAME	Detached Garage	0
2nd Ext Walls		Basement Gar Door	0
Roof Cover	COMPOSITION SHINGLE	Sub Floor	WOOD
% Complete	100	Frame	FRAME
Obso/Bldg Adj	0	Units/Bldg	1
Construction Modifier		Units/Parcel	1

SubAreas

Bld - Sec	Code	Description	Occupancy	Year Built	Year Eff	SqFt
1 - 1	1FL	FIRST FLOOR	Single Family Residence	1977	1977	1632

1 - 1	2FL	SECOND FLOOR	Single Family Residence	1977	1977	336
1 - 1	CTH	CATHEDRAL CEILING	Single Family Residence	1977	1977	624
1 - 1	GRA	GARAGE ATTACHED	Single Family Residence	1977	1977	672
1 - 1	WDW	WOOD DECK WOOD	Single Family Residence	1977	1977	1128

XFOBs

Code	Description	Quality	Year	Units
FWAS	FLATWORK ASPHALT	30	2002	3000
WPRS	WELL, PRESSURE SYSEM & SEPTIC	30	1977	1
YIMP	YARD IMPROVEMENTS	30	1977	1

Land Information

LAND DETAILS

Land Use	200, 600	DOR Code	690	Sewer	Septic	Neighborhood	IGWW IG Neighborhood Map
Size	1,682,722.8 SqFt	Size	38.63 Acres	Street	Paved	Zoning Code	MDR 4% / GR 96%
		Water	Well				

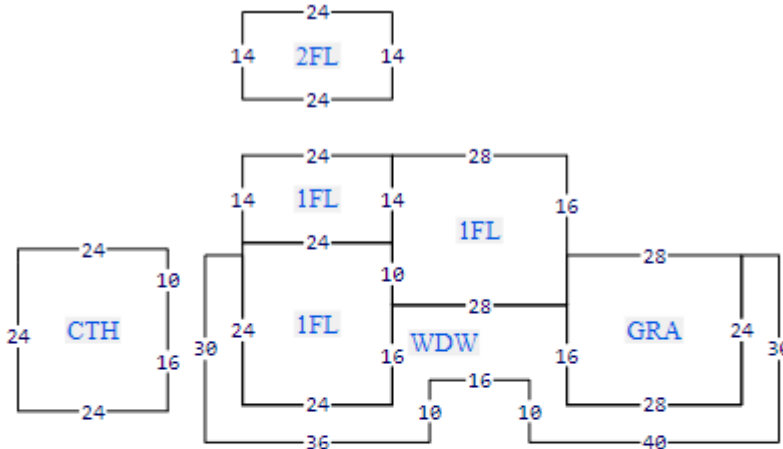
Sales and Transfer Records

RECORDER SEARCH

Grantor	Grantee	Doc #	Doc Type	Doc Date	DOR Code	Value/Sale Price	Sale Code	Note
SULLIVAN TRUST, EDWARD D S	MCLELLAN TRUST, LYNN	4274397	DEED	08-29-2013		900,000	1MGA	
	SULLIVAN TRUST, EDWARD D S	2204958		04-29-1998	200	0		

Valuation Information

	Taxable Land	New Value	Taxable Imps	OBSO	Tax Cap Value	Taxable Total	Land Assessed	Imps Assessed	Total Assessed	Exemption Value
2022/23 FV	228,268	0	111,555	0	285,533	339,823	79,893	39,044	118,938	0





All parcel data on this page is for use by the Washoe County Assessor for assessment purposes only. The summary data on this page may not be a complete representation of the parcel or of the improvements thereon. Building information, including unit counts and number of permitted units, should be verified with the appropriate building and planning agencies. Zoning information should be verified with the appropriate planning agency. All parcels are reappraised each year. This is a true and accurate copy of the records of the Washoe County Assessor's Office as of 08-15-2022

If you have questions or corrections about our property data you can call us at 775-328-2277 or email us at exemptions@washoecounty.gov

University of Nevada, Reno
Acknowledgment of Asbestos Assessment

Date: 4/24/2023

Building 7003 Aspen Creek Road Room Entire Building

Work order/Project Number N/A Contact: Patrick Martinez Real Estate

Scope of work: Building Assessment for Potential Building Purchase

The survey provided is applicable only to the materials and areas in this report, not all building materials were sampled or accessible for sampling. If other building materials are to be disturbed that are not in this report presume asbestos until sampled or use asbestos trained people and follow proper Federal EPA and OSHA work practices and guidelines.

Is asbestos present in scope area? yes: no:

Comments, recommendations:

Prior to the scope of work bulk sampling for asbestos in suspect materials was performed by EH&S. The laboratory results indicated that all suspect materials sampled do not contain asbestos. Work may proceed without concern of asbestos exposure.

Materials Sampled:

- Drywall White (None Detected)
- Texture Old World White (None Detected)
- Texture Knockdown White (None Detected)
- Taping Mud White (None Detected)
- Tape White (None Detected)
- Mud White (None Detected)
- Shingle Green (None Detected)
- Shingle Black (None Detected)
- Tar Paper Black (None Detected)







Special conditions: Follow all EPA and OSHA guidelines if disturbing ACM.

At no time was an effort made to detect all asbestos at this location. The asbestos survey was limited to the scope of the project, as defined in the attached copy of the work order. Only areas of potential disturbance were reviewed and sampled for the presence of asbestos. Only accessible areas were sampled to minimize the amount and type of destruction caused by sampling. Therefore, there exists the possibility that asbestos is present in inaccessible areas such as the interior of walls. Any changes in the defined scope of the work project may well necessitate additional asbestos sampling requirements. If such changes occur, or any suspect material is found, please contact the UNR asbestos Services Office immediately.

Report by: Daniel Krahn, I-2379

Signature:  Date: 4/24/2023



EMSL Analytical, Inc.

12 Sunset Way, Suite 202 Henderson, NV 89014

Tel/Fax: (702) 931-3532 / (702) 931-3533

http://www.EMSL.com / lasvegaslab@EMSL.com

EMSL Order: 312301057
Customer ID: UREN75
Customer PO: 01-00024103
Project ID:

Attention: Todd Mandeville University of Reno 1664 N. Virginia Street, MS 0328 Reno, NV 89557	Phone: (775) 784-6623 Fax: Received Date: 04/21/2023 9:45 AM Analysis Date: 04/21/2023 Collected Date: 04/20/2023
Project: 7003 Aspen Creek Road, Patrick Martinez Real Estate	

**Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E
Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
7003-Studio-101-Drywall 312301057-0001	Drywall White, Texture Old World White, Taping Mud White				Layer Not Present
7003-Studio-101-Texture 312301057-0001A	Drywall White, Texture Old World White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Studio-101-Taping Mud 312301057-0001B	Drywall White, Texture Old World White, Taping Mud White				Layer Not Present
7003-Studio-102-Drywall 312301057-0002	Drywall White, Texture Old World White, Taping Mud White	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
7003-Studio-102-Texture 312301057-0002A	Drywall White, Texture Old World White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Studio-102-Taping Mud 312301057-0002B	Drywall White, Texture Old World White, Taping Mud White				Layer Not Present
7003-Studio-103-Drywall 312301057-0003	Drywall White, Texture Old World White, Taping Mud White				Layer Not Present
7003-Studio-103-Texture 312301057-0003A	Drywall White, Texture Old World White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Studio-103-Taping Mud 312301057-0003B	Drywall White, Texture Old World White, Taping Mud White				Layer Not Present
7003-Main-1st-Floor-20 1-Drywall 312301057-0004	Drywall White, Texture Knockdown White, Taping Mud White				Layer Not Present
7003-Main-1st-Floor-20 1-Mud 312301057-0004A	Drywall White, Texture Knockdown White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Main-1st-Floor-20 1-Tape 312301057-0004B	Drywall White, Texture Knockdown White, Taping Mud White	White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected

Initial report from: 04/21/2023 19:06:37



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Tel/Fax: (702) 931-3532 / (702) 931-3533

<http://www.EMSL.com> / lasvegaslab@EMSL.com

EMSL Order: 312301057
Customer ID: UREN75
Customer PO: 01-00024103
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
7003-Main-1st-Floor-20 1-Texture 312301057-0004C	Drywall White, Texture Knockdown White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Main-1st-Floor-20 2-Drywall 312301057-0005	Drywall White, Texture Knockdown White, Taping Mud White	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
7003-Main-1st-Floor-20 2-Mud 312301057-0005A	Drywall White, Texture Knockdown White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Main-1st-Floor-20 2-Tape 312301057-0005B	Drywall White, Texture Knockdown White, Taping Mud White	White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
7003-Main-1st-Floor-20 2-Texture 312301057-0005C	Drywall White, Texture Knockdown White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Main-1st-Floor-20 3-Drywall 312301057-0006	Drywall White, Texture Knockdown White, Taping Mud White	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
7003-Main-1st-Floor-20 3-Mud 312301057-0006A	Drywall White, Texture Knockdown White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Main-1st-Floor-20 3-Tape 312301057-0006B	Drywall White, Texture Knockdown White, Taping Mud White	White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
7003-Main-1st-Floor-20 3-Texture 312301057-0006C	Drywall White, Texture Knockdown White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Main-2nd-Floor-20 4-Drywall 312301057-0007	Drywall White, Texture Knockdown White, Taping Mud White				Layer Not Present
7003-Main-2nd-Floor-20 4-Texture 312301057-0007A	Drywall White, Texture Knockdown White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Main-2nd-Floor-20 4-Taping Mud 312301057-0007B	Drywall White, Texture Knockdown White, Taping Mud White				Layer Not Present
7003-Main-2nd-Floor-20 5-Drywall 312301057-0008	Drywall White, Texture Knockdown White, Taping Mud White				Layer Not Present
7003-Main-2nd-Floor-20 5-Mud 312301057-0008A	Drywall White, Texture Knockdown White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 04/21/2023 19:06:37



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Tel/Fax: (702) 931-3532 / (702) 931-3533

http://www.EMSL.com / lasvegaslab@EMSL.com

EMSL Order: 312301057
Customer ID: UREN75
Customer PO: 01-00024103
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
7003-Main-2nd-Floor-20 5-Tape 312301057-0008B	Drywall White, Texture Knockdown White, Taping Mud White	White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
7003-Main-2nd-Floor-20 5-Texture 312301057-0008C	Drywall White, Texture Knockdown White, Taping Mud White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Garage-301-Dryw all 312301057-0009	Taping Mud White, Sheet Rock White	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
7003-Garage-301-Mud 312301057-0009A	Taping Mud White, Sheet Rock White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Garage-301-Tape 312301057-0009B	Taping Mud White, Sheet Rock White	White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
7003-Garage-301-Textu re 312301057-0009C	Taping Mud White, Sheet Rock White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7003-Garage-302-Dryw all 312301057-0010	Taping Mud White, Sheet Rock White	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
7003-Garage-302-Mud 312301057-0010A	Taping Mud White, Sheet Rock White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
7003-Garage-302-Tape 312301057-0010B	Taping Mud White, Sheet Rock White	White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
7003-Garage-302-Textu re 312301057-0010C	Taping Mud White, Sheet Rock White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
7003-Garage-303-Dryw all 312301057-0011	Taping Mud White, Sheet Rock White	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
7003-Garage-303-Mud 312301057-0011A	Taping Mud White, Sheet Rock White				Insufficient Material
7003-Garage-303-Tape 312301057-0011B	Taping Mud White, Sheet Rock White	White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
7003-Garage-303-Textu re 312301057-0011C	Taping Mud White, Sheet Rock White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
7003-Roof-401-Shingle 1 312301057-0012	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray	Green Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
7003-Roof-401-Tar Paper 312301057-0012A	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected

Initial report from: 04/21/2023 19:06:37



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Tel/Fax: (702) 931-3532 / (702) 931-3533

http://www.EMSL.com / lasvegaslab@EMSL.com

EMSL Order: 312301057
 Customer ID: UREN75
 Customer PO: 01-00024103
 Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
7003-Roof-401-Shingle 2 <small>312301057-0012B</small>	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray	Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
7003-Roof-402-Shingle 1 <small>312301057-0013</small>	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray	Green Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
7003-Roof-402-Tar Paper <small>312301057-0013A</small>	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
7003-Roof-402-Shingle 2 <small>312301057-0013B</small>	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
7003-Roof-403-Shingle 1 <small>312301057-0014</small>	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray	Green Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
7003-Roof-403-Tar Paper <small>312301057-0014A</small>	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
7003-Roof-403-Shingle 2 <small>312301057-0014B</small>	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected

Analyst(s)

Elijah Mayorga (39)

Shannon Ferguson, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Henderson, NV NVLAP Lab Code 600140-0, AZ 0953, CA 3002, NV 050132018-1

Initial report from: 04/21/2023 19:06:37



Asbestos Chain of Custody
EMSL Order Number (Lab Use Only):

3 1 2 3 0 1 0 5 7

EMSL ANALYTICAL, INC.
 6325 HARRISON DRIVE, SUITE 3
 LAS VEGAS, NV 89120
 PHONE: 702-931-3532
 FAX: 702-931-3533

Company Name : University of Reno		EMSL Customer ID:	
Street: 1664 N. Virginia Street, MS 0328		City: Reno	State/Province: NV
Zip/Postal Code: 89557	Country: USA	Telephone #: 775-684-6623	Fax #:
Report To (Name): Todd Mandeville, Daniel Krahn		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
Email Address: tmandeville@unr.edu, dkrahn@unr.edu		Purchase Order:	
Project Name/Number: 7003 Aspen Creek Road, Patrick Martinez Real Estate		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: NV		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input checked="" type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input checked="" type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)	TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	TEM- Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<1%) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep <input type="checkbox"/> Cincinnati Method EPA 600/R-04/004 - PLM/TEM (BC only) Other: <input type="checkbox"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Daniel Krahn		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
7003-Studio-101	Drywall White, Texture Old World White, Taping Mud White		4/20/2023
7003-Studio-102	Drywall White, Texture Old World White, Taping Mud White		4/20/2023
7003-Studio-103	Drywall White, Texture Old World White, Taping Mud White		4/20/2023
7003-Main-1 st -Floor-201	Drywall White, Texture Knockdown White, Taping Mud White		4/20/2023
7003-Main-1 st -Floor-202	Drywall White, Texture Knockdown White, Taping Mud White		4/20/2023
Client Sample # (s):		Total # of Samples:	14
Relinquished (Client):	Daniel Krahn	Date: 4/20/2023	Time: FedEx
Received (Lab):		Date: 4-21-23	Time: 0945
Comments/Special Instructions:			



Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

3 1 2 3 0 1 0 5 7

EMSL ANALYTICAL, INC.
6325 HARRISON DRIVE,

SUITE 3
LAS VEGAS, NV 89120

PHONE: 702-931-3532

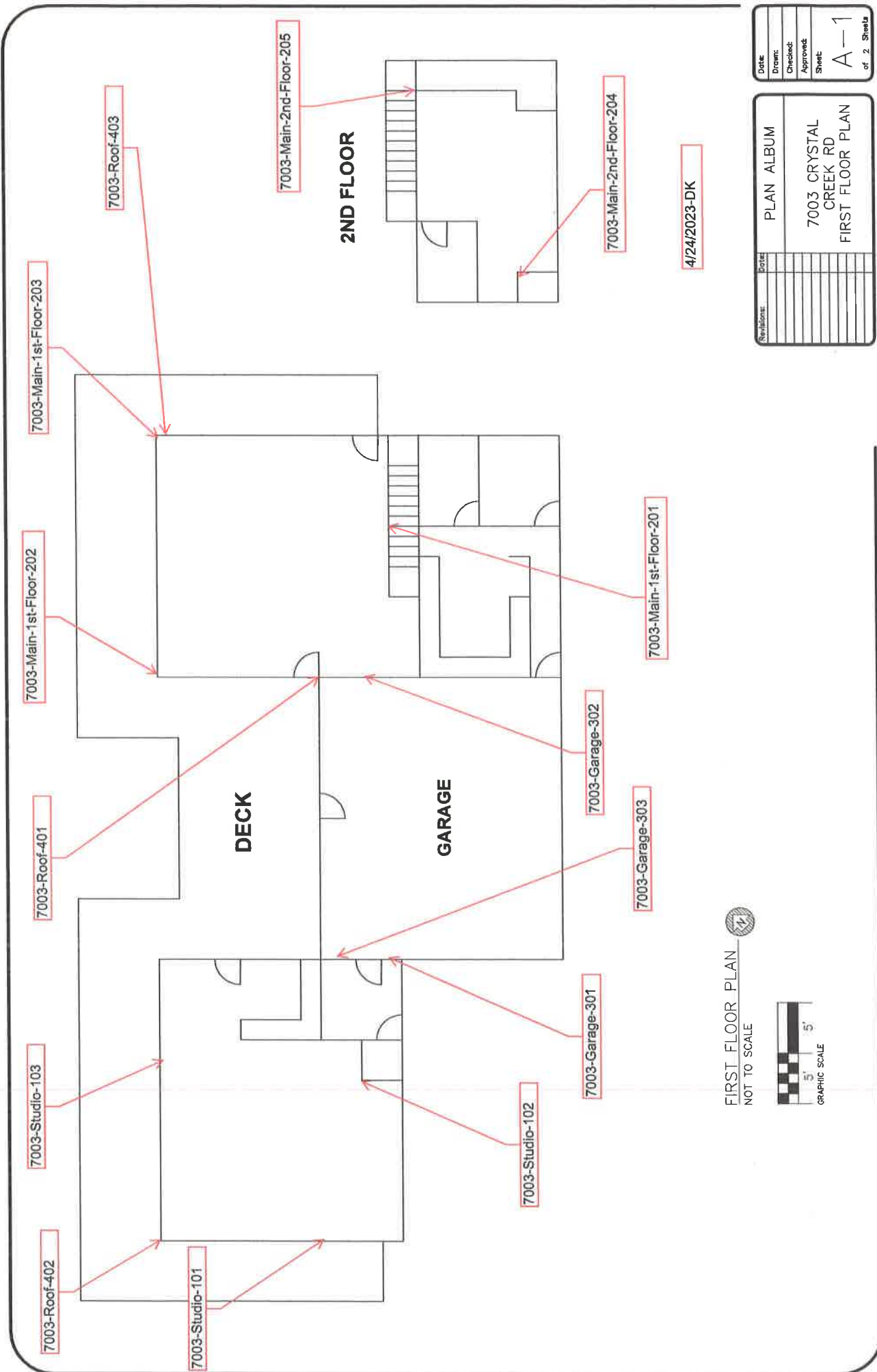
FAX: 702-931-3533

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
7003-Main-1 st -Floor-203	Drywall White, Texture Knockdown White, Taping Mud White		4/20/2023
7003-Main-2 nd -Floor-204	Drywall White, Texture Knockdown White, Taping Mud White		4/20/2023
7003-Main-2 nd -Floor-205	Drywall White, Texture Knockdown White, Taping Mud White		4/20/2023
7003-Garage-301	Taping Mud White, Sheet Rock White		4/20/2023
7003-Garage-302	Taping Mud White, Sheet Rock White		4/20/2023
7003-Garage-303	Taping Mud White, Sheet Rock White		4/20/2023
7003-Roof-401	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray		4/20/2023
7003-Roof-402	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray		4/20/2023
7003-Roof-403	Asphalt Roof Shingles Green, Asphalt Roof Shingles Gray, Tar Paper Gray		4/20/2023

*Comments/Special Instructions:

#312301057



Date:	4/24/2023-DK
Drawn:	
Checked:	
Approved:	
Sheet:	A-1
of 2 Sheets	

PLAN ALBUM	
7003 CRYSTAL CREEK RD	
FIRST FLOOR PLAN	

EXHIBIT 7

RESOLUTION NO. _____

A RESOLUTION PERTAINING TO THE APPROVAL OF THE PURCHASE OF REAL PROPERTY LOCATED AT 7003 ASPEN CREEK ROAD IN WASHOE COUNTY, NEVADA AND TO THE AUTHORIZATION OF CHANCELLOR, OR DESIGNEE, TO APPROVE AND SIGN THE CORRESPONDING ESCROW AND TITLE DOCUMENTS AFTER CONSULTATION WITH AND REVIEW BY THE NSHE CHIEF GENERAL COUNSEL, OR AT THE REQUEST OF CHIEF GENERAL COUNSEL, NSHE SPECIAL REAL PROPERTY COUNSEL.

BE IT RESOLVED that the Board of Regents approves the request to purchase the Real Property located at 7003 Aspen Creek Road, in Washoe County, Nevada

BE IT FURTHER RESOLVED that the Board of Regents hereby authorizes the Chancellor, or Designee, after consultation with and review by the NSHE chief general counsel, or at the request of chief general counsel, NSHE special real property counsel.

PASSED AND ADOPTED on _____, 2023.

Chairman
Board of Regents of the
Nevada System of Higher Education

(SEAL)
Attest:

Chief of Staff and Special Counsel
To the Board of Regents and
Ex facto Secretary of the Board of Regents