



102 South Main Street • Yerington • Nevada • 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
The City of Yerington is an Equal Opportunity Provider

YERINGTON CITY COUNCIL
MEETING AGENDA
MONDAY JULY 13, 2020-10:00 AM.-CITY HALL

Teleconference/Videoconference at:

Join Zoom Meeting

<https://us02web.zoom.us/j/82626649528?pwd=dWhocmxCRDNYbEhNYURRVFlmTHo2QT09>

Meeting ID: 826 2664 9528

Password: 133098

One tap mobile

+16699006833..82626649528#,,,0#,,133098# US (San Jose)

+12532158782,,82626649528#,,,0#,,133098# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 826 2664 9528

Password: 133098

Find your local number: <https://us02web.zoom.us/j/82626649528>

Please call City Hall or email sheema@yerington.net if you have questions regarding accessing the meeting.

1. Meeting called to order and roll call reported.
2. Public Participation/Comments: Public comments(s) shall not be restricted based on content or view point – No action will be taken

Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. **Comments during Discussion Items will not be accepted from the General Public.** “Section 7.05 of the

Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment if the content of the comments is a topic that is not relevant to or within the authority of the Public Body or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational or amounting to personal attacks or interfering with the rights of other speakers”.

3. For Possible Action: Review and Approval of Agenda.
NOTICE RE: NRS 237: When the City Council approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 *et seq.* with respect to items on this agenda, and determines that each matter on tonight's agenda for which a Business Impact Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, and each matter which is on tonight's agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business.
4. For Possible Action: Discussion and Approval of the Minutes of June 22, 2020 Regular Meeting.
5. For Possible Action: Discussion and Approval of New, Renewal and Name Change Business License Applications.
 - A. Kim Fairbanks dba Kim's Kool Treats, Mobile Soft Serve Ice Cream, 2725 E. 9th St. Silver Springs, NV 89429, Mobile-New
 - B. Daniel G. Slentz dba Oasis Online, Inc., IT & Network Consulting, 375 W. Williams Ave. Fallon, NV 89406-New
 - C. Jose L. Cortez dba L & C Plastering, Stucco/Plaster Construction, 2225 Last Chance Rd. Elko, NV 89801-New Single Project
 - D. Laura Kelly dba Kelly Builders, LLC, General/Insulation Contractor, 209 Raptor Ct. Elko, NV 89801-New Single Project
 - E. Mark Dickson & William Kelly dba Simple Power, Inc., Solar Installation, 2187 Market St. Suite B Reno, NV 89502-New
6. For Possible Action: Discussion and Approval of a Reversion to Acreage Application. Peri & Peri LLC have Submitted a Reversion to Acreage Application to Revert Three Parcels, APN 001-541-16, 001-541-17 and 001-541-25 Located on McLeod Street into One Parcel.
7. For Possible Action: Discussion and Approval of a Parcel Map Application. Snyder Livestock Co., Inc. has Submitted a Parcel Map Application for APN 001-441-05 Located at 820 W. Bridge St. to Create Four Separate Parcels.
8. For Discussion Only: Update and Discussion on the Status of Grants.

9. For Possible Action: Discussion and Approval of Resolution No.2020-03; A Resolution of the City Council of Yerington, Nevada Providing or the Transfer of the City's 2020 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority; and Other Matters Related thereto.
10. For Possible Action: Discussion and Approval to Withdraw a CD for \$50,000.00 with Wells Fargo and Adding the Funds to the Fixed Asset Fund.
11. For Possible Action: Discussion and Approval to Finalize the Transfer of Booth Parr Field to the Lyon County School District.
12. For Possible Action: Discussion and Approval of a Quote for Cleaning Services for the City Hall, Public Works and the Police Department.
13. For Possible Action: Discussion and Approval of Bills Previously Submitted for Payment.
14. Public Participation/Comments: Public comment(s) shall not be restricted based on content or view point – No action will be taken.
15. Department Reports and City Manager Reports, Council Comments – No action will be taken.

This is a tentative schedule for the meeting. The presiding officer reserves the right to take items in a different order to accomplish business in the most efficient manner, and may combine two or more agenda items for consideration. Items may be removed from this agenda or delayed for later discussion.

Copies of all documents discussed herein may be attained at City Hall, 102 S. Main Street, Yerington, Nevada 89447.

This is a tentative schedule for the meeting. The presiding officer reserves the right to take items in a different order to accomplish business in the most efficient manner, and may combine two or more agenda items for consideration. Items may be removed from this agenda or delayed for later discussion.

NOTICE TO PERSONS WITH DISABILITIES: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Administrative Director/Interim City Clerk at 463-3511 in advance so that arrangements may be made.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Mail your completed complaint form or letter to the

U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410; or fax to (202) 690-7442 or email at program.intake@usda.gov.

I, Sheema D. Shaw, do hereby certify that the foregoing agenda was duly posted July 8, 2020 at the following locations:

Yerington City Hall, Yerington Post Office, Lyon County Court House, Lyon County Administrative Complex.

For questions or supporting materials regarding this agenda, please contact Sheema D. Shaw at (775) 463-3511.



Interim City Clerk

Yerington City Council Meeting
June 22, 2020 at 10:00 am – City Hall

The regular meeting of the Yerington City Council was held in the Council Chambers and via Zoom.com due to COVID-19 and Social Distancing Guidelines enacted by Governor Sisolak at 10:00 a.m. with the following present:

Mayor John Garry (Council Chambers)
Council Members Jerry Bryant (Council Chambers), Selena Catalano, Shane Martin and Terceira Schunke (Via Zoom)
City Manager Robert Switzer (Via Zoom)
City Attorney Chuck Zumpft (Via Zoom)
Chief of Police Darren Wagner (Council Chambers)
Public Works Director Jay Flakus (Council Chambers)
Administrative Director/Interim City Clerk Sheema D. Shaw (Via Zoom)
Deputy Clerk/Grants Administrator Angela Moore (Via Zoom)

Guests: Guests present via Zoom and Facebook Live.

Meeting called to order and roll call reported. The Pledge of Allegiance was led by Councilman Bryant.

Mayor Garry opened the meeting stating that the council chambers have been closed due to the COVID-19 and are now open for public gatherings and meetings. We are also livestreaming on Facebook.

Mayor Garry stated that City Manager Switzer will be acting as the host and will accept the public into the meeting. If the public has any questions, please call the front desk at 775-463-3511 or email the Administrative Director/City Clerk at sheema@yerington.net.

Mayor Garry stated that he will call each member of the council, in order for him or her to vote on each agenda item. Public comments will be taken after each agenda item.

Public Participation

Mayor Garry asked for public comments, with a wait time of two minutes, and no public comments were made at this time.

Agenda Approval

Mayor Garry stated that the agenda would be approved as presented unless there were any objections, there were no objections and the agenda was approved as presented.

Minutes

Mayor Garry stated that the minutes of June 8, 2020 regular meeting would be approved as presented unless there were any objections.

Councilman Bryant stated on the first page of the June 8, 2020 regular meeting minutes, the phrase needs to state that all meetings are now open to the public. Mayor Garry approved the June 8, 2020 regular meeting minutes as corrected.

Discussion and Approval to Renew a Proposal from Nevada Public Agency Insurance Pool (POOL) and Approval of Payment from Fiscal Year 2020-2021 Funds in the Amount of \$82,259.39.

Mr. Michael Rebaleati provided a presentation on the 2020-2021 plans with brochure information regarding the Nevada Public Agency Insurance Pool. Mr. Rebaleati stated that he could provide more information if needed. This information is designated for 2021 and includes the new renewal season. A premium increase of 3.71% is added to all insurances. Significant changes to Pool could affect up to 18%. The process includes 78% of premiums to provide coverage to all. The administration costs are at about 8% and 28% is divided up from the 78%. Mr. Rebaleati recommends taking advantage of risk management grants to help with human resource savings. One educational grants is available and more will be available also. There are a lot of opportunities for training and educational grants related to loss controls. Please ask about these opportunities if they are not within the budget. A lot of training is being providing for Police Departments.

Mr. Rebaleati stated that Ms. Tina Petersen with LP Insurance is also here to answer any questions.

Councilman Bryant asked about the 3.71% increase and how does it lineup. Ms. Petersen stated that everyone in the insurance agency should expect to have a hard market and that prices are going up. The City of Yerington will receive a 3.71% increase, which is much lower compared to others. If a major incident or loss were to happen, the City of Yerington would be guaranteed to only have to cover the 3.71% instead of an 11.5% cost. The policy would cover up to \$500,000 and if this policy is in place, the City of Yerington would not be hit with the full percentage price and would be locked into the 3.71%.

Councilman Bryant asked City Manager Switzer if this will line up with the City of Yerington's budget. City Manager Switzer stated yes, it all lines up and will be parceled or portioned out from each department within service and supplies.

Mayor Garry approved the amount of \$82,259.39, but asked if the amount should be adjusted to include the 3.71%. City Manager Switzer stated that the 3.71% is already added to the total cost.

Councilman Bryant made a motion to approve a proposal renewal and payment to POOL in the amount of \$82,259.39, seconded by Councilman Martin. Mayor Garry asked for public comments, waited two minutes, and the motion carried unanimously.

Discussion and Approval of the Labor Agreement Between the City of Yerington and Yerington Police Officer's Association.

City Manager Switzer stated that the staff has come across some issues, but nothing major. He would like to table this agenda item and bring it back to City Council at the next regularly scheduled meeting. Mayor Garry approved tabling this agenda item.

Councilwoman Catalano would like to meet with the City Manager in order to go over this agenda item one on one. City Manager Switzer approved.

Councilwoman Schunke asked if the Police Officer's Association agreement will be reviewed and renewed by our police officers. City Manager Switzer stated that two or three more items need to be reviewed; then the agreement will be agenzized and presented to City Council once that is completed.

Discussion and Approval of a Notice of Intent to File an Application for USDA Rural Facilities Grant in the Amount of \$50,000.00 for a Restroom at Veteran's Park and Giving the Mayor the Authority to Sign All Obligation Documents.

City Manager Switzer stated that staff has been made aware of a need for a restroom facility at Veteran's Park to enhance the community. An allocation has been made of approximately \$30,000.00 from the Public Works Department and parks for park improvements. If this grant is awarded on that basis, the City of Yerington will contribute the remaining balance. This will authorize the Mayor to apply for a grant of up to \$50,000.00 from the USDA. A quote has been provided near us in the amount of about \$132,000.00. City Manager Switzer will bring this subject before the City Council again with a potential reduced price with less to be used towards the \$32,000.00 already budgeted for Public Works and parks.

Deputy Clerk/Grants Administrator Angela Moore stated that we will receive about \$50,000.00 from the USDA, \$66,900.79 from Lyon County and the City of Yerington will pay the remaining balance of \$14,104.21. If we do not receive the funding requested, we will bring this item before the City Council to determine other funding possibilities. If all funding is received, we will move forward with this project. The Mayor needs to sign the application documents and those need to be submitted to the USDA. We are waiting for the Obligating Documents and the Letter of Conditions. We have received two other vendor quotes to compare with the original quote and are reviewing those at this time.

Mayor Garry stated that this restroom facility could facilitate 90 people per hour. If one or two of the funding amounts do not come together, the project will not move forward. City Manager confirmed that is correct.

Councilwoman Catalano made a motion to approve to file an application for USDA Rural Facilities grant in the amount of up to \$50,000.00 for a restroom at Veteran's Park, seconded by Councilwoman Schunke. Mayor Garry asked for public comments, waited two minutes, and the motion carried unanimously.

Discussion and Approval to Transfer Fiscal Year 2020 Budget Appropriation Within the General Fund FROM: Street Fund in the Amount of \$20,000.00, Municipal Court in the Amount of \$5,000.00 and the Building Fund in the Amount of \$5,000.00 TO: The Police Fund in the Amount of \$25,000.00 and Airport Fund in the Amount of \$5,000.00 for a Total Amount of \$30,000.00 pursuant to NRS 354.598005(5).

City Manager Switzer stated we are still in the current fiscal year until June 30, 2020. We are visiting this item in order to balance our funds. Based on the NRS, it is a misdemeanor if funds exceeds the general fund budgeted amounts. In early June, the city reviewed general funds and determined the need to move funds. This action is not an effort to acquire more money, just move to appropriated accounts and or funds to other line items.

Councilman Bryant asked if this will change any numbers moving forward into the next year. City Manager Switzer stated no, this action will have no effect on the ending fund balance for June 30, 2020.

Councilman Bryant made a motion to approve the transfer of funds as agenized within the General Fund, seconded by Councilman Martin. Mayor Garry asked for public comments, waited two minutes, and the motion carried unanimously.

Discussion and Approval of Resolution 2020-02, a Resolution of the City Council of the City of Yerington Authorizing an Interim Loan Fund from the Water Fund to the Sewer Fund Not to Exceed \$130,000.00.

City Manager Switzer stated this resolution is a direct result for surveying and staking included in the construction phase for the Water and Sewer Project. As part of the pre-construction phase to cover costs for surveying and staking to be completed by Farr West Engineering. The City of Yerington should get reimbursed within the 40 year loan price.

Administrative Director/Interim Clerk Sheema Shaw stated another resolution might be needed for this project for attorney fees and would need to be discussed with the USDA.

Councilwoman Catalano asked if the City of Yerington will receive the full amount back or just a percentage. City Manager Switzer stated we need to make sure we follow

up with this in the final documents. A significant amount has already been paid for this project.

Councilwoman Catalano made a motion to approval Resolution 2020-02 authorizing an Interim Loan Fund from the Water Fund to the Sewer Fund not to exceed \$130,000.00, seconded by Councilwoman Schunke. Mayor Garry asked for public comments, waited two minutes and the motion carried unanimously.

Discussion and Approval of an Amendment to the Legal Services Agreement for the Yerington Sewer Project; Dated on or About May 25, 2017, Between the City of Yerington and Minden Lawyers, LLC.

City Attorney Zumpft stated this item might be convenient for City Council if items 10, 11, 12, and 13 are combined and approved with one motion.

Mayor Garry stated he would like to incorporate these four items into one motion and read each agenda item into the record.

City Manager Switzer stated these items include amending the current agreement for legal services for the Water and Sewer Project and Minden Lawyers, LLC.

Councilman Bryant asked if each agenda item is to amend the agreements for the amount and to cap the amount to be paid to Minden Lawyers. This will amend the compensation to \$250 per hour.

City Attorney Zumpft stated he included a cover letter and the USDA requires that the City of Yerington and Minden Lawyers enter into an agreement. Four agreements need to be signed; one for each project, as they stand-alone for funding requirements. The City of Yerington has two agreements and the Colony also has two agreements. The work on the Colony is fairly minimal and the owner of all easements within the Colony is owned by the Bureau of Indian Affairs (BIA). A title officer can help to assist City Council with easements. The City of Yerington was unable to find a title company in Nevada that could help. We did find a Landman to help research the records of Lyon County. The records are not well kept and inquiries were made to the recorder, who could not answer some of our questions. These agreements for legal services need to be approved before the projects can go out to bid. Legal work for this project is minimal and the proposed agreements will cover the final costs.

City Manager Switzer asked City Attorney Zumpft about the process with the title company and if the process has been delayed. City Attorney Zumpft stated yes, the process is delayed for four or five months. Most title officers said they cannot help until after they review it for a couple of weeks.

Councilman Bryant made a motion to approve item numbers 10 through 13 as presented, seconded by Councilwoman Catalano. Mayor Garry asked for public comments, waited two minutes and the motion carried unanimously.

Discussion and Approval of an Amendment to the Legal Services Agreement for the Yerington Water Project; Dated on or About May 25, 2017, Between the City of Yerington and Minden Lawyers, LLC.

Councilman Bryant made a motion to approve item numbers 10 through 13 as presented, seconded by Councilwoman Catalano. Mayor Garry asked for public comments, waited two minutes and the motion carried unanimously.

Discussion and Approval of an Agreement to the Legal Services Agreement for the Yerington Paiute Colony Sewer Project; Dated on or About May 25, 2017, Between the City of Yerington and Minden Lawyers, LLC.

Councilman Bryant made a motion to approve item numbers 10 through 13 as presented, seconded by Councilwoman Catalano. Mayor Garry asked for public comments, waited two minutes and the motion carried unanimously.

Discussion and Approval of an Agreement to the Legal Services Agreement for the Yerington Paiute Colony Water Project; Dated on or About May 25, 2017, Between the City of Yerington and Minden Lawyers, LLC.

Councilman Bryant made a motion to approve item numbers 10 through 13 as presented, seconded by Councilwoman Catalano. Mayor Garry asked for public comments, waited two minutes and the motion carried unanimously.

Discussion and Approval of an Agreement Between Farr West Engineering and the City of Yerington for a Utility Rate and Building Department Fee Study in the Amount of \$57,837.00.

City Manager Switzer stated that last year expressed some concern for the water and sewer fees for the City of Yerington and our ability to repay the 40 year loan, ongoing maintenance and operational costs. After reviewing the Water Fund, a negative net income balance was shown. The City of Yerington is unable to sustain costs. Other items such as impact and user fees need to be reviewed also.

Mr. Matt Van Dyne, with Farr West Engineering stated this agreement will assist the water, sewer and building department utility fees. Farr West Engineering has collected a lot of information during this project and some ideas have been thought about to address the current rate schedule. This could improve the financials of the city right now and in the future.

Mayor Garry asked if the rate schedule would be done in concurrence with the project. Mr. Van Dyne stated the proposed schedule would be complete by the end of

2020. We will have some unknowns throughout the project with the size of meters to each property. The meter sizes are important to the fees and how the system operates. The City of Yerington charges everyone the same base rate. A business or commercial building pays the same base rate which is outside the commodity rate.

Mayor Garry asked Mr. Van Dyne about the fixed fees and possible variables involved. If more costs are incurred, will the city need to provide more revenue? Mr. Van Dyne stated Farr West Engineering has revised the budget to help meet the budget provided by the City of Yerington. Additional hearings and presentations will make the cost go up, but they do not anticipate any additional fees or costs.

Councilman Bryant asked if there is a long term effect to help the City balance money. Mr. Van Dyne stated they will dive into every component related to the water, sewer, and building rates. Farr West Engineering looks into the fund and to review current rates to evaluate and set fees. It will be a simplified schedule, based on meter size. Once this is complete, the city should never have to do a study of this level again.

City Manager Switzer stated that we as a city should consider putting together a program to measure the increase in rates, impact fees, and connection fees. To account for debt management, money should be set aside from the water and sewer funds to help repay the loan. There is a need to maintain our water and sewer system costs. The city has a small amount of revenue, which means the cost of maintenance is increasing each year. Budget cuts have been made to the Public Works Department. We have a large fiscal area we need to maintain, fix, and or replace.

Councilwoman Catalano is in favor of the rate increase and asked if it will hit everyone in town all at once or if a date will be provided? City Manager Switzer stated the last increase was in December of 2018. If the rate study is approved, it wouldn't be completed until later on in the calendar year. Mr. Van Dyne verified that is correct. City Manager Switzer stated the rate increase will not happen until sometime next year.

Councilman Bryant asked Mr. Van Dyne that once the project is complete, will the Public Works Department have an added burden to maintain the system and if so, how should that be prevented. Mr. Van Dyne stated that field inspectors will process reports on every property and put the information into the city's program. If good information is not coming in, good information will not be produced out of this project.

Councilman Bryant made a motion to approve the agreement between Farr West Engineering and the City of Yerington for a utility rate and building department fee study, seconded by Councilman Martin. Mayor Garry asked for public comments, waited two minutes, and the motion carried unanimously.

Discussion on the Financial Statement (FS-10) for the City of Yerington.

City Manager Switzer stated a copy of the financial statement balance sheet has been provided. The general fund ending fund balance is in the positives at \$198,338.60.

This amount will be added into the ending fund balance from the previous year of \$681,908.45. We are in the position we want to be in, but with a drastic reduction in revenue. The Water Fund summary is showing that currently we have \$16,694.42 which is low but not surprising at this time. The budget was submitted and approved by the state. He would like to thank City Council for approving the rate study. The Sewer Fund summary has a balance of \$364,951.00, which is a healthy ending fund balance. The fund balance for fixed asset acquisition is being used to purchase capital assets such as the restroom with a total of \$665,058.96. Of that balance, \$215,000.00 approximately will come out of this fund to purchase the Armory. Beginning into the new fiscal year, the price will be lower after the purchase of the Armory.

Mayor Garry asked for public comments, waited two minutes, and no further comments were made at this time regarding the discussion.

Review Bills Previously Submitted for Payment

Bills, Salaries and Vouchers:

Accounts Payable Checks	6-9-2020	32430 through 32473
Payroll Vouchers	None	
Payroll Checks	None	
Transmittal Vouchers	None	
Transmittal Checks	None	

Mayor Garry stated that the bills previously submitted for payment would be approved as presented unless there were any objections, there were no objections and the bills previously submitted for payment were approved as presented.

Public Participation

Mayor Garry asked for public comments with a wait time of two minutes.

Amy Miller of the Yerington Chamber of Commerce provided an update on the 4th of July fireworks. The new area for the fireworks will be next to Mountain View Park in the Snyder field. No park activities will be provided.

No further public comments at this time.

Department Reports

City Manager Switzer stated within the Local Government Investment Pool (LGIP) account through the end of May 2020; \$4,153.00 of interest was accrued. The total amount received since July of 2019 is \$71,981.80.

Deputy Clerk/Grants Administrator Angela Moore asked Councilman Bryant, Councilwoman Schunke, and Public Works Director Flakus if they are able to attend a Public Works, Parks Committee meeting on June 29, 2020 at 9:00am or 10:00am. The details of the meeting are determining the location of the restroom at Veteran's Park, re-opening of public parks, and a revised ball field's schedule. The agenda needs to be posted by June 24th before 9:00am and to please let her know who is available to attend the meeting.

Council Bryant would like to thank the Public Works Department and our local law enforcement.

Councilwoman Catalano stated that it is nice to see everyone out and for Yerington to be alive again.

Councilwoman Schunke would like to thank the community for masking, social distancing, stay healthy and safe. Also thank you to all the staff and employees at the City of Yerington.

Mayor Garry gave welcoming remarks at the Yerington Main Street car show as a host for the city. A level of excitement was evident and everyone was so anxious to be at an event. Mayor Garry stated that he is thankful to Yerington for providing a good crowd and representing our town.

City Manager Switzer and Mayor Garry will sign final paperwork for the Armory hopefully by June 30, 2020. Mayor Garry would like to express gratitude to the National Guard. He has decided to name the new City Hall building after a soldier of the National Guard, Major General Robert F. Herbert. He would also like to thank Public Works Director Flakus and John Campi for keeping our city clean.

There being no further business the meeting was adjourned.

Mayor of the City of Yerington

ATTEST:

Administrative Director/Interim City Clerk

Business Status: _____
 Business Licenses # 3137
 Category # A
 (official use only)

BUSINESS NAME: Kim's Kool Treats

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
 Choose One:
 Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
 Short Term Project -- To be completed within 30 days. (\$50.00 Fee)
 Single Project -- Single job to be completed within one year. (\$50.00 Fee)
 TOTAL FEES PAID: \$ _____

REQUIRED INSPECTIONS:

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures # 1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official - Attach comment page if necessary.

1. **Public Works** Phone: 775-463-2729 Approved Denied []
 ZONING: [] [] [] [] [] [] [] [] []
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
 Does business comply with existing zoning and current codes? Compliance: (yes) (no)
 Building Inspector [Signature] Date: 5/12/2020
 Public Works Director [Signature] Date: 6/1/20

2. **Fire Department** Phone: 775-463-2261 Approved Denied []
 Fire Inspector _____ Date: _____
 Fire Chief [Signature] Date: 5-12-2020

3. **Nevada Health Dept.** Phone: 775-687-7550 Approved [] Denied []
 Inspector _____ Date: _____

4. **Police Department** Phone: 775-463-2333 Approved Denied []
 Police Chief [Signature] Date: 06-01-2020

5. **City Clerk** Approved Denied []
 City Clerk: [Signature] Date: 6-16-2020

6. **City Council Approval** Approved [] Denied []
 Mayor: _____ Date: _____

Check List: (official use)
 State Business License [] YES [] NO [] N/A
 Employee Insurance [] YES [] NO [] N/A

NEVADA DIVISION OF PUBLIC AND BEHAVIORAL HEALTH



Post
Conspicuously

727 FAIRVIEW DRIVE, SUITE D
CARSON CITY, NEVADA 89701

OFFICIAL PERMIT

Permit No. LY-014-15519

KIMBERLY YOUNG-FAIRBANKS

Operator of

KIM'S KOOL TREATS

Name of Applicant

Name

at 2725 E 9TH ST, SILVER SPRINGS, NV 89429

Location

is granted a permit to operate the following:

Permit Description: FOOD ESTABLISHMENT (MOBILE UNITS)

Conditions of Permit: No restrictions

This establishment when inspected did comply with the public health laws of Nevada, and the rules, regulations, and codes of the State Division of Health in effect on this date.

This permit is not transferable and must be conspicuously displayed.

It is subject to revocation at any time this establishment is not maintained or is not operated in a sanitary manner, and in accordance with Nevada statutes, and with rules, regulations, and codes of the State Division of Health.

This permit becomes null and void upon the expiration date.

This permit will expire: 05/31/2021

By

Official

Business Status: _____
 Business Licenses # 3132
 Category # A
 (official use only)

BUSINESS NAME: Oasis Online Inc

FEE CALCULATION INFORMATION: (No fees are refundable) Oasis Online will not have a physical location in Yerinton Nv.

Application Fee: \$ 20.00
 Choose One:
 Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
 Short Term Project -- To be completed within 30 days. (\$50.00 Fee)
 Single Project -- Single job to be completed within one year. (\$50.00 Fee)
 TOTAL FEES PAID: \$ _____

REQUIRED INSPECTIONS:

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures #1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official -- Attach comment page if necessary.

1. **Public Works** Approved Denied []
 Phone: 775-463-2729
 ZONING: [] [] [] [] [] [] [] []
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
 Does business comply with existing zoning and current codes? Compliance (yes) (no)
 Building Inspector [Signature] Date: 5/20/2020
 Public Works Director [Signature] Date: 05/26/2020

2. **Fire Department** Approved Denied []
 Phone: 775-463-2261
 Fire Inspector [Signature] Date: _____
 Fire Chief [Signature] Date: 6-20-20

3. **Nevada Health Dept.** Approved [] Denied []
 Phone: 775-687-7550
 Inspector _____ Date: _____

4. **Police Department** Approved Denied []
 Phone: 775-463-2333
 Police Chief [Signature] Date: 05-18-2020

5. **City Clerk** Approved Denied []
 City Clerk: [Signature] Date: 6-24-2020

6. **City Council Approval** Approved [] Denied []
 Mayor: _____ Date: _____

Check List: (official use)

State Business License [] YES [] NO [] N/A
 Employee Insurance [] YES [] NO [] N/A

Business Status: _____
 Business License # 3139
 Category # A
 (official use only)

BUSINESS NAME: L & C PLASTERING

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: _____ \$ 20.00
 Choose One:
 Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
 Short Term Project -- To be completed within 30 days. (\$50.00 Fee)
 Single Project -- Single job to be completed within one year. (\$50.00 Fee) \$ 50.00
 TOTAL FEES PAID: \$ 70.00

REQUIRED INSPECTIONS:

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures # 1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official* Attach comment page if necessary.

1. Public Works Approved Denied []
 Phone: 775-463-2729
 ZONING: [] [] [] [] [] [] [] [] []
 R-1 R-2 R-3 R-C C-1 C-2 M-1 M-2
 Does business comply with existing zoning and current codes? Compliance: (yes) (no) []
 Building Inspector: [Signature] Date: 5/28/2020
 Public Works Director: [Signature] Date: 05/26/2020

2. Fire Department Approved Denied []
 Phone: 775-463-2261
 Fire Inspector: [Signature] Date: 6-2-20
 Fire Chief: [Signature] Date: 6-2-20

3. Nevada Health Dept. Approved [] Denied []
 Phone: 775-687-7530
 Inspector: _____ Date: _____

4. Police Department Approved Denied []
 Phone: 775-463-2333
 Police Chief: [Signature] Date: 05-18-2020

5. City Clerk Approved Denied []
 City Clerk: [Signature] Date: 6-24-2020

6. City Council Approval Approved [] Denied []
 Mayor: _____ Date: _____

Check List: *to be filled in*
 State Business License [] YES [] NO [] N/A
 Employer Insurance [] YES [] NO [] N/A

NO Storefront
NOT applicable

Business Status: _____
 Business Licenses # 3140
 Category # A
 (official use only)

BUSINESS NAME: Kelly Builders LLC

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
 Choose One:
 Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
 Short Term Project -- To be completed within 30 days. (\$50.00 Fee) \$ 50.
 Single Project -- Single job to be completed within one year. (\$50.00 Fee) \$ _____

TOTAL FEES PAID: \$ 70.00

REQUIRED INSPECTIONS:

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures #1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official -- Attach comment page if necessary.

1. **Public Works** Approved Denied [] See page 2 Appendix
 Phone: 775-463-2729

ZONING: [] [] [] [] [] [] [] [] []
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
 Does business comply with existing zoning and current codes? Compliance (yes) (no)

Building Inspector [Signature] Date: 5/20/2020
 Public Works Director [Signature] Date: 05/26/2020

2. **Fire Department** Approved Denied []
 Phone: 775-463-2261

Fire Inspector [Signature] Date: _____
 Fire Chief [Signature] Date: 6-22-20

3. **Nevada Health Dept.** Approved [] Denied []
 Phone: 775-687-7550

Inspector _____ Date: _____

4. **Police Department** Approved Denied []
 Phone: 775-463-2333

Police Chief [Signature] Date: 05-18-2020

5. **City Clerk** Approved Denied []

City Clerk: [Signature] Date: 6-23-2020

6. **City Council Approval** Approved [] Denied []

Mayor: _____ Date: _____

Check List: (official use)
 State Business License [] YES [] NO [] N/A
 Employee Insurance [] YES [] NO [] N/A

Business Status: _____
 Business Licenses # 3141
 Category # A
 (official use only)

BUSINESS NAME: Simple Power, Inc.

FEE CALCULATION INFORMATION: (No fees are refundable)

Application Fee: \$ 20.00
 Choose One:
 Permanent Business -- Billed Quarterly from Matrix. (refer to Instruction Page)
 Short Term Project -- To be completed within 30 days. (\$50.00 Fee)
 Single Project -- Single job to be completed within one year. (\$50.00 Fee)
 TOTAL FEES PAID: \$ _____

REQUIRED INSPECTIONS:

Signatures must be obtained before your application can be placed on the City Council agenda. If your business will occupy a building then you will be responsible to call for these inspections and signatures #1 thru #3, signatures #4 and #5 are the responsibility of City Staff. *Department Official - Attach comment page if necessary.

1. **Public Works** Approved [] Denied []
 Phone: 775-463-2729
 ZONING: [] [] [] [] [] [] [] [] []
 R-1 R-2 R-3 R-C C-1 C-2 M-1 N/A
 Does business comply with existing zoning and current codes? Compliance (yes) (no)
 Building Inspector [Signature] Date: 6/12/2020
 Public Works Director [Signature] Date: 6/15/2020
2. **Fire Department** Approved Denied []
 Phone: 775-463-2261
 Fire Inspector [Signature] Date: _____
 Fire Chief [Signature] Date: 6-22-20
3. **Nevada Health Dept.** Approved [] Denied []
 Phone: 775-687-7550
 Inspector _____ Date: _____
4. **Police Department** Approved Denied []
 Phone: 775-463-2333
 Police Chief [Signature] Date: 06-19-2020
5. **City Clerk** Approved Denied []
 City Clerk: [Signature] Date: 6-23-2020
6. **City Council Approval** Approved [] Denied []
 Mayor: _____ Date: _____

Check List: (official use)
 State Business License [] YES [] NO [] N/A
 Employee Insurance [] YES [] NO [] N/A



REVERSION TO ACREAGE
CITY OF YERINGTON
227 S. MAIN STREET
YERINGTON, NV 89447
(775) 463-2729

Owner: PERI & PERI, LLC Applicant: PERI & PERI, LLC
Address: P.O. BOX 35 Address: P.O. BOX 35
City/State/Zip: YERINGTON, NV 89447 City/State/Zip: YERINGTON, NV 89447
Telephone: 775-463-5173 Telephone: 775-463-5173

LEGAL DESCRIPTION OF PROPERTY

Assessor's Parcel Number: 001-541-16, 001-541-17, 001-541-25
If within a subdivision, Name: N/A Lot N/A Block N/A
Section 10 Township 13N Range 25E MDB&M.

REQUIRED ITEMS FOR APPLICATION

1. Map of proposed reversion which contains the same survey dimensions as recorded on the subdivision map, parcel map or map of division into larger parcels.
2. List Containing Names and Addresses of Abutting Property Owners: (City staff will procure this list.)
3. Utility Statements for abandonment.
4. Application Fee: The fee shall be \$250.00 payable at the time of filing application. Legal Description: Please attach a detailed metes and bounds description of subject property.
5. Property Tax: Showing taxes are paid current on subject property.

OWNER'S CERTIFICATE

I David J Peri, Owner in fee of the described property, state that this application for Reversion to Acreage has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.

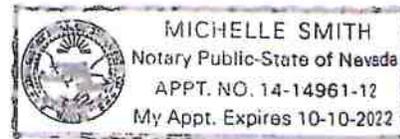
[Signature]
Signature of Owner

State of Nevada)

County of Lyon)

On the 3 day of March, 2020 personally appeared before me
Michelle Smith a Notary Public, David J Peri
(Name of Notary)
_____ who acknowledged that he executed the above instrument.

Michelle Smith
Notary Public Seal:



APPLICANT'S CERTIFICATE

All the facts as stated herein are correct to the best of my knowledge and belief.

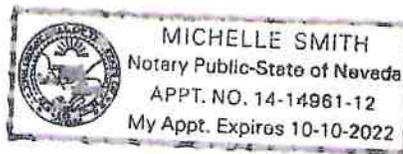
David J Peri
Signature of Applicant

State of Nevada)

County of Lyon)

On the 3 day of March, 2020 personally appeared before me
Michelle Smith a Notary Public, David J Peri
(Name of Notary)
_____ who acknowledged that he executed the above instrument.

Michelle Smith
Notary Public Seal:



AFFIDAVIT

PROPERTY TAX:

I, Anita Talbot, hereby
certify that all required property taxes are currently paid on Assessor's Parcel
Number(s):

- 001-541-16
- 001-541-17
- 001-541-25
- _____
- _____
- _____

Per Computer Per Telephone Call

Dated this 3rd day of March, 2020

Anita Talbot

Deputy City Clerk
County

**LIST OF NAMES AND ADDRESSES OF PROPERTY OWNERS OF ABUTTING
PROPERTY OWNERS:**

**Peri and Peri LLC
Reversion to Acreage
Survey Map Application**

ADJACENT PROPERTY APNs, OWNERS, AND ADDRESSES

APN	OWNER NAME	ADDRESS
001-541-23	Walker River Cooling LLC	PO Box 35, Yerington, NV 89447
001-541-18	Peri & Peri LLC	PO Box 35, Yerington, NV 89447
001-541-07	Peri & Peri LLC	PO Box 35, Yerington, NV 89447
001-541-22	Peri & Peri LLC	PO Box 35, Yerington, NV 89447
014-401-14	Bureau of Land Management, Carson City District Office	5665 Morgan Mill Road, Carson City, NV 89701



PRELIMINARY REPORT

Assessor's Parcel No.: 001-541-16

Order No.: 112551-RTO

Property Address:

YERINGTON NV, 89447

Buyers/Borrowers:

In response to the above referenced application for a Policy of Title Insurance, **First American Title Insurance Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein, hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms. The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth on the attached cover. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth on the attached cover. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

Dated as of 02/13/2020 at 07:30 am

Western Title Company, an authorized agent



Joy Manford

The form of Policy of Title Insurance contemplated by this report is:

Report Only

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in: **PERI and PERI LLC, a Nevada Limited Liability Company**

Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth on the attached cover of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this Preliminary Report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Order No. 112551-RTO

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
2. Any additional liens which may be levied by reason of said premises being within the City of Yerington Water and Sewer.
3. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
4. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
5. Water rights, claims or title to water, whether or not recorded.
6. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the United States of America, recorded on March 13, 1906, in Book O, Page 176 Deed Records of Lyon County, Nevada.
7. Easement to construct, operate and maintain electric facilities, and incidental purposes, granted to Sierra Pacific Power Company, recorded on April 9, 1958, in Book 41, Page 371 Deed Records of Lyon County, Nevada.
8. Easement to construct, operate and maintain electric facilities, and incidental purposes, granted to Sierra Pacific Power Company, recorded on October 14, 1971, as Document No. 8383, Official Records of Lyon County, Nevada.
9. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 356351, filed in the office of the County Recorder of Lyon County, State of Nevada, on July 13, 2005, as Document No. 356351. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
10. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 365972, filed in the office of the County Recorder of Lyon County, State of Nevada, on October 24, 2005, as Document No. 365972. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
11. Easement to construct, operate and maintain electric facilities, and incidental purposes, granted to Sierra Pacific Power Company, recorded on December 27, 2007, as Document No. 418558, Official Records of Lyon County, Nevada.
12. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 482678, filed in the office of the County Recorder of Lyon County, State of Nevada, on October 7, 2011, as Document No. 482678. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.

13. Boundary Line Adjustment Deed executed by and between the parties named therein, subject to the easements, terms, covenants and conditions therein provided, by and between **McLEOD DEVELOPMENT CO, INC**, a Nevada Corporation **PERI & PERI, LLC.**, a Nevada limited liability company, **H.M.H. HOLDING COMPANY**, a California General Partnership and **KV & BJ, LLC**, a Nevada Limited Liability Company, recorded on May 13, 2012, as Document No. 492470, Official Records of Lyon County, Nevada.
14. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Lyon County, State of Nevada on **June 13, 2012**, as Document No. 92469. Survey Map No. 492469.
15. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 514180, filed in the office of the County Recorder of Lyon County, State of Nevada, on **October 24, 2013**, as Document No. 514180. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
16. Prior to the issuance of any policy of title insurance, the following must be furnished to the Company with respect to **PERI and PERI LLC, a Nevada Limited Liability Company**:

This Company will require a copy of the articles of organization for **PERI and PERI LLC, a Nevada Limited Liability Company**, and any certificates of amendments filed with the Secretary of State, together with copies of any management agreements or operating agreements, together with a current list of all members of said limited liability company.
17. The subject property appears to be free and clear of any liens or mortgages. An **OWNERS FREE & CLEAR AFFIDAVIT**, will be required to verify that this property is in fact unencumbered by any loans or liens.
18. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.
19. Rights of parties in possession.

NOTE: Taxes for the fiscal year 2019-2020, in the amount of \$636.41 have been paid in full. (APN 001-541-16)

NOTE: This report is being issued for information purposes only, no liability assumed.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

WESTERN TITLE COMPANY RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

*******ATTENTION LENDERS*******

THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land: **Grant, Bargain and Sale Deed recorded on December 26, 2019 as Document No. 608543, Official records, Lyon County, Nevada.**

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

WESTERN TITLE COMPANY does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

NOTE: Short Term Rate Applicable

Order No. 112551-RTO

Legal Description

All that certain real property being a portion of the SW 1/4 of Section 10, T 13 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Parcel B2, as shown on the Official Plat of McCleod Development Industrial Subdivision, Phase 1, recorded in the Official Records of Lyon County, Nevada on October 24, 2013, as Document No. 514180.

Assessor's Parcel Number(s):
001-541-16

Exhibit A (Revised 02-07-14)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

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

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Initial

Initial

Initial

Initial

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

PRIVACY POLICY

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes requires Western Title Company, LLC, a Nevada limited liability company, to explain to you how we collect and use customer information.

Western Title Company has always and will continue to adhere to strict standards of confidentiality when it comes to protecting the privacy, accuracy and security of customer information provided to us.

PERSONAL INFORMATION WE MAY COLLECT:

Western Title collects information about you (for instance, your name, address and telephone number), and information about your transaction, including the identity of the real property you are buying or refinancing. We obtain copies of deeds, notes or mortgages that may be involved in the transaction. We may obtain this information directly from you or from the lender, attorney, or real estate broker or agent that you have chosen. When we provide escrow, or settlement services, or mortgage loan servicing, we may obtain your social security number, along with other information from third parties including appraisals, credit reports, land surveys, loan account balances, and sometimes your bank account information in order to facilitate your transaction.

HOW WE USE THIS INFORMATION:

Western Title Company does *NOT* share your information with marketers outside our own family. There is *NO* need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you, your lender or in other ways permitted by law. The privacy law permits some sharing of information without your approval. We may share your information internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

HOW WE PROTECT YOUR INFORMATION:

We restrict access to nonpublic information about you to our employees that need the information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with the law to guard your nonpublic information. We reinforce Western Title's privacy policy with our employees.

You do not need to respond to this notice, unless you have concerns about any information we have obtained. You can write us at:

Western Title Company, LLC, a Nevada limited liability company
Attention: Operations Manager
P.O. Box 3059
Reno, NV 89505

Western Title Company, LLC, is an agent for Chicago Title Insurance, Westcor Land Title Insurance Company, First American Title Insurance Company, Fidelity National Title Insurance Company, Old Republic National Title Insurance Company, Commonwealth Land Title, and Stewart Title Guaranty Company. You may receive additional Privacy Policy information from these companies.



PRELIMINARY REPORT

Assessor's Parcel No.: 001-541-17

Order No.: 112552-RTO

Property Address:

YERINGTON NV, 89447

Buyers/Borrowers:

In response to the above referenced application for a Policy of Title Insurance, **First American Title Insurance Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein, hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms. The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth on the attached cover. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth on the attached cover. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

Dated as of 02/14/2020 at 07:30 am

Western Title Company, an authorized agent



Jay Manford

The form of Policy of Title Insurance contemplated by this report is:

Report Only

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in: **Peri & Peri LLC, a Nevada Limited Liability Company**

Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth on the attached cover of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this Preliminary Report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Order No. 112552-RTO

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
2. Any additional liens which may be levied by reason of said premises being within the City of Yerington Water and Sewer.
3. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
4. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
5. Water rights, claims or title to water, whether or not recorded.
6. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the United States of America, recorded on March 13, 1906, in Book O, Page 176, Deed Patent Records of Lyon County, Nevada.
7. Easement to construct, operate and maintain electric facilities, and incidental purposes, granted to Sierra Pacific Power Company, recorded on April 9, 1958, in Book 41, Page 371 Deed Records of Lyon County, Nevada.
8. Easement to construct, operate and maintain electric facilities, and incidental purposes, granted to Sierra Pacific Power Company, recorded on October 14, 1971, as Document No. 8383, Official Records of Lyon County, Nevada.
9. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 365972, filed in the office of the County Recorder of Lyon County, State of Nevada, on October 24, 2005, as Document No. 365972. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
10. Easement to construct, operate and maintain electric facilities, and incidental purposes, granted to Sierra Pacific Power Company, recorded on December 27, 2007, as Document No. 418558, Official Records of Lyon County, Nevada.
11. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 482678, filed in the office of the County Recorder of Lyon County, State of Nevada, on October 7, 2011, as Document No. 482678. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
12. Boundary Line Adjustment Deed executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on May 13, 2012, as Document No. 492470, Official Records of Lyon County, Nevada.
13. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Lyon County, State of Nevada on June 13, 2012, as Document No. 492469. Survey Map No. 492469.

Initial

Initial

Initial

Initial

14. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on the subdivision map referenced in the legal description contained herein. Reference is hereby made to said plat for particulars. If one is not included herewith, one will be furnished upon request.
15. The subject property appears to be free and clear of any liens or mortgages. An OWNERS FREE & CLEAR AFFIDAVIT, will be required to verify that this property is in fact unencumbered by any loans or liens.
16. Prior to the issuance of any policy of title insurance, the following must be furnished to the Company with respect to **Peri & Peri LLC, a Nevada Limited Liability Company**:

This Company will require a copy of the articles of organization for **Peri & Peri LLC, a Nevada Limited Liability Company**, and any certificates of amendments filed with the Secretary of State, together with copies of any management agreements or operating agreements, together with a current list of all members of said limited liability company.
17. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.
18. Rights of parties in possession.

NOTE: Taxes for the fiscal year 2019-2020, in the amount of \$433.91 have been paid in full. (APN 001-541-17)

NOTE: This report is being issued for information purposes only, no liability assumed.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

WESTERN TITLE COMPANY RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

*****ATTENTION LENDERS*****

THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land: **Grant, Bargain and Sale Deed recorded on November 27, 2019 as Document No. 606919, Official Records, Lyon County, Nevada.**

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

WESTERN TITLE COMPANY does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

NOTE: Short Term Rate Applicable

Order No. 112552-RTO

Legal Description

All that certain real property being a portion of the SW 1/4 of Section 10, T 13 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Parcel B1, as shown on the Official Plat of McCleod Development Industrial Subdivision, Phase 1, recorded in the Official Records of Lyon County, Nevada on October 24, 2013, as Document No. 514180.

Assessor's Parcel Number(s):
001-541-17

Initial

Initial

Initial

Initial

Exhibit A (Revised 02-07-14)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	$\frac{1.00}{\$2,500.00}$ % of Policy Amount Shown in Schedule A or _____ (whichever is less)	\$ 10,000.00 _____
Covered Risk 18:	$\frac{1.00}{\$5,000.00}$ % of Policy Amount Shown in Schedule A or _____ (whichever is less)	\$25,000.00 _____
Covered Risk 19:	$\frac{1.00}{\$5,000.00}$ % of Policy Amount Shown in Schedule A or _____ (whichever is less)	\$25,000.00 _____
Covered Risk 21:	$\frac{1.00}{\$2,500.00}$ % of Policy Amount Shown in Schedule A or _____ (whichever is less)	\$ 5,000.00 _____

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

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

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Initial

Initial

Initial

Initial

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

Initial

Initial

Initial

Initial

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

PRIVACY POLICY

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes requires Western Title Company, LLC, a Nevada limited liability company, to explain to you how we collect and use customer information.

Western Title Company has always and will continue to adhere to strict standards of confidentiality when it comes to protecting the privacy, accuracy and security of customer information provided to us.

PERSONAL INFORMATION WE MAY COLLECT:

Western Title collects information about you (for instance, your name, address and telephone number), and information about your transaction, including the identity of the real property you are buying or refinancing. We obtain copies of deeds, notes or mortgages that may be involved in the transaction. We may obtain this information directly from you or from the lender, attorney, or real estate broker or agent that you have chosen. When we provide escrow, or settlement services, or mortgage loan servicing, we may obtain your social security number, along with other information from third parties including appraisals, credit reports, land surveys, loan account balances, and sometimes your bank account information in order to facilitate your transaction.

HOW WE USE THIS INFORMATION:

Western Title Company does *NOT* share your information with marketers outside our own family. There is *NO* need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you, your lender or in other ways permitted by law. The privacy law permits some sharing of information without your approval. We may share your information internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

HOW WE PROTECT YOUR INFORMATION:

We restrict access to nonpublic information about you to our employees that need the information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with the law to guard your nonpublic information. We reinforce Western Title's privacy policy with our employees.

You do not need to respond to this notice, unless you have concerns about any information we have obtained. You can write us at:

Western Title Company, LLC, a Nevada limited liability company
Attention: Operations Manager
P.O. Box 3059
Reno, NV 89505

Western Title Company, LLC, is an agent for Chicago Title Insurance, Westcor Land Title Insurance Company, First American Title Insurance Company, Fidelity National Title Insurance Company, Old Republic National Title Insurance Company, Commonwealth Land Title, and Stewart Title Guaranty Company. You may receive additional Privacy Policy information from these companies.



PRELIMINARY REPORT

Assessor's Parcel No.: 001-541-25

Order No.: 112553-RTO

Property Address:

YERINGTON NV
89447

Escrow Officer
Office Location:

Western Title Company, LLC
Yerington Office
215 W. Bridge St., Ste. 1
Yerington NV

Buyers/Borrowers:

Reference No.:

In response to the above referenced application for a Policy of Title Insurance, **First American Title Insurance Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein, hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms. The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth on the attached cover. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth on the attached cover. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

Dated as of 02/18/2020 at 07:30 am

Western Title Company, an authorized agent



Joy Manford

The form of Policy of Title Insurance contemplated by this report is:

Report Only

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in: **PERI & PERI, LLC, a Nevada limited liability company**

Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth on the attached cover of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this Preliminary Report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Order No. 112553-RTO

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
2. Any additional liens which may be levied by reason of said premises being within the City of Yerington Water and Sewer.
3. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
4. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
5. Water rights, claims or title to water, whether or not recorded.
6. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the United States of America, recorded on March 13, 1906, Book O, Page 176 of Deed Records of Lyon County, Nevada.
7. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 356351, filed in the office of the County Recorder of Lyon County, State of Nevada, on July 13, 2005, as Document No. 356351. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
8. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 365972, filed in the office of the County Recorder of Lyon County, State of Nevada, on July 13, 2005, as Document No. 365972. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
9. Easements and Agreements as contained in Boundary Line Adjustment Deed, and incidental purposes, recorded on November 14, 2007, as Document No. 416655, Official Records of Lyon County, Nevada.
Said document was re-recorded on January 28, 2008, as Document No. 419966, Official Records of Lyon County, Nevada.
10. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 416656, filed in the office of the County Recorder of Lyon County, State of Nevada, on November 14, 2007, as Document No. 416656. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
11. Easement as contained in Grant of Easement for Underground Utility Facilities, and incidental purposes, granted to Sierra Pacific Power Company, a Nevada corporation, recorded on December 27, 2007, as Document No. 418558, Official Records of Lyon County, Nevada.

12. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. **482678**, filed in the office of the County Recorder of Lyon County, State of Nevada, on **October 7, 2011**, as Document No. **482678**. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.

Note: Certain easements were relinquished by Deed recorded June 13, 2012 as Document No. 492470, Official Records of Lyon County, Nevada.

13. Matters as disclosed on Record of Survey filed in the office of the County Recorder of Lyon County, State of Nevada on **June 13, 2012**, as Document No. **492469**. Survey Map No. **492469**.
14. Easements and Agreements as contained in Boundary Line Adjustment Deed, and incidental purposes, granted to by , recorded on **June 13, 2012**, as Document No. **492470**, Official Records of Lyon County, Nevada.
15. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on the subdivision map for **McLeod Development Industrial Subdivision Phase 1, Document No. 514180**. Reference is hereby made to said plat for particulars. If one is not included herewith, one will be furnished upon request.
16. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. **534854**, filed in the office of the County Recorder of Lyon County, State of Nevada, on **April 15, 2015**, as Document No. **534854**. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
17. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. **548209**, filed in the office of the County Recorder of Lyon County, State of Nevada, on **March 21, 2016**, as Document No. **548209**. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
18. Easement for storm drain and drainage facilities, and incidental purposes, granted to **City of Yerington, a Nevada Municipal corporation** by , recorded on **December 13, 2016**, as Document No. **558642**, Official Records of Lyon County, Nevada.
19. A Deed of Trust to secure an indebtedness in the amount of **\$500,000.00**, dated **October 31, 2018**, executed by **PERI & PERI, LLC**, a Nevada limited liability company, as Trustor, to **Title Service and Escrow Company, a Nevada corporation**, as Trustee, in favor of **McLeod Development Co., Inc., a Nevada corporation**, as Beneficiary, recorded on **October 31, 2018**, as Document No. **588179**, Official Records of Lyon County, Nevada.

(AFFECTS THIS AND OTHER PROPERTY)

20. Rights of parties in possession.
21. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.
22. Prior to the issuance of any policy of title insurance, the following must be furnished to the Company with respect to PERI & PERI, LLC, a Nevada limited liability company:

This Company will require a copy of the articles of organization for PERI & PERI, LLC, a Nevada limited liability company, and any certificates of amendments filed with the Secretary of State, together with copies of any management agreements or operating agreements, together with a current list of all members of said limited liability company.

NOTE: Taxes for the fiscal year **2019-2020**, in the amount of **\$292.14** have been paid in full. (APN 001-541-25)

Amounts payable to the **Walker River Irrigation District** may be collected through the secured real property tax roll of the Lyon County Assessor's Office and included in the tax figure referenced above.

Initial

Initial

Initial

Initial

NOTE: This report is being issued for information purposes only, no liability assumed.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

WESTERN TITLE COMPANY RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

*****ATTENTION LENDERS*****

THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land:

A Deed recorded October 31, 2018, as Document No. 588178, Official Records of Lyon County, Nevada.

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

WESTERN TITLE COMPANY does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

Order No. 112553-RTO

Legal Description

All that certain real property being a portion of the SW 1/4 of Section 10, T 13 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Parcel C7 as shown on the 3rd Parcel Map for McLeod Development Co., Inc., a Nevada Corporation recorded in the Official Records of Lyon County, Nevada on March 21, 2016 as Document No. 548209.

Assessor's Parcel Number(s):
001-541-25

Initial

Initial

Initial

Initial

Exhibit A (Revised 02-07-14)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 _____ (whichever is less)	\$ 10,000.00 _____
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 _____ (whichever is less)	\$25,000.00 _____
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 _____ (whichever is less)	\$25,000.00 _____
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 _____ (whichever is less)	\$ 5,000.00 _____

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

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

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to

Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

PRIVACY POLICY

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes requires Western Title Company, LLC, a Nevada limited liability company, to explain to you how we collect and use customer information.

Western Title Company has always and will continue to adhere to strict standards of confidentiality when it comes to protecting the privacy, accuracy and security of customer information provided to us.

PERSONAL INFORMATION WE MAY COLLECT:

Western Title collects information about you (for instance, your name, address and telephone number), and information about your transaction, including the identity of the real property you are buying or refinancing. We obtain copies of deeds, notes or mortgages that may be involved in the transaction. We may obtain this information directly from you or from the lender, attorney, or real estate broker or agent that you have chosen. When we provide escrow, or settlement services, or mortgage loan servicing, we may obtain your social security number, along with other information from third parties including appraisals, credit reports, land surveys, loan account balances, and sometimes your bank account information in order to facilitate your transaction.

HOW WE USE THIS INFORMATION:

Western Title Company does *NOT* share your information with marketers outside our own family. There is *NO* need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you, your lender or in other ways permitted by law. The privacy law permits some sharing of information without your approval. We may share your information internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

HOW WE PROTECT YOUR INFORMATION:

We restrict access to nonpublic information about you to our employees that need the information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with the law to guard your nonpublic information. We reinforce Western Title's privacy policy with our employees.

You do not need to respond to this notice, unless you have concerns about any information we have obtained. You can write us at:

Western Title Company, LLC, a Nevada limited liability company
Attention: Operations Manager
P.O. Box 3059
Reno, NV 89505

Western Title Company, LLC, is an agent for Chicago Title Insurance, Westcor Land Title Insurance Company, First American Title Insurance Company, Fidelity National Title Insurance Company, Old Republic National Title Insurance Company, Commonwealth Land Title, and Stewart Title Guaranty Company. You may receive additional Privacy Policy information from these companies.

NOTARY REQUIREMENTS - REQUIRED FOR INSURED TRANSACTIONS

Pursuant to our Underwriting Directives, please comply with the following concerning "Document Execution Guidelines" on all documents presented to Western Title Company for recordation and/or insurance:

Subject to requirements and limitations of applicable State and Local Law, must adhere to one of the following procedures for all documents upon which a Company title product is based in all transactions

1. All documents signing must be conducted in the presence of an authorized Company employee or title policy issuing agent (collectively "Company representative") regardless of who performs the actual notarization.
2. The document signings must be conducted by a notary or signing service that maintains E&O insurance of \$100,000.00 or higher
3. The document signing must be conducted under the supervision of attorneys actively licensed in the state where the document signings take place.

Exempted Transactions

1. Documents executed in accordance with existing guidelines for foreign individuals and entities and military personnel.
2. Documents executed directly with the insured lender (not the mortgage broker)
3. Documents provided by independent escrows or closing services approved by the Regional Manager or their designee

PLEASE USE THE ATTACHED "NOTARY INFORMATION" SHEET FOR YOUR CONVENIENCE

NOTARY INFORMATION

NOTARY'S BUSINESS ADDRESS:

NOTARY'S BUSINESS PHONE:

() _____

NOTARY'S NAME:

(Please Print/Type)

Notary Public signature

MY COMMISSION EXPIRES:

PLEASE INCLUDE:

BUSINESS CARD OF NOTARY

COPY OF DRIVER'S LICENSE OR PICTURE IDENTIFICATION OF PERSONS BEING
NOTARIZED

E&O OF AT LEAST \$100,000.00

****PLEASE LEAVE THIS INFORMATION SHEET WITH COMPLETED DOCUMENTS****



PARCEL MAP APPLICATION
CITY OF YERINGTON
227 S. MAIN STREET
YERINGTON NV 89447
(775) 463-2729

Owner: Snyder Livestock Co., Inc. Surveyor: SUMMIT ENGINEERING
RYAN COOK, PLS.
Address: P.O. BOX 550 Address: 5405 MAE ANNE AVENUE
City/State/Zip: YERINGTON, NV 89447 City/State/Zip: RENO, NV 89523
Telephone: 775-463-2677 Telephone: 775-747-8550
Assessor's Parcel Number: 001-441-05 Zoning: R-1, R-4, R-C, C1

REQUIRED ITEMS FOR APPLICATION

1. Nine (9) copies of Parcel Map.
 - a. Eight sets to be a minimum size of twenty four inches by thirty two inches (24" x 32")
 - b. One set to be a minimum size of eleven inches by seventeen inches (11" x 17") or half size.
2. One (1) copy of the Deed.
3. One (1) copy of the Metes and Bounds description.
4. Application fee of \$250.00. Non-refundable.
Note: Map must be prepared by a registered Nevada Land Surveyor.

OWNERS OR REPRESENTATIVE'S CERTIFICATE:

All the facts as stated herein are correct to the best of my knowledge and belief.

Jim Snyder
Signature of Owner or Representative

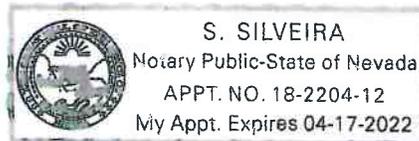
State of Nevada

County of Lyon

On the 11th day of March, 2020 personally appeared before me
S. Silveira, a Notary Public,
Jim Snyder who acknowledged that he executed the
above instrument.

Notary Public

PW-69 Parcel Map Application



AFFIDAVIT

PROPERTY TAX:

I, Anita Talbot, hereby
certify that all required property taxes are currently paid on Assessor's Parcel

Number(s):

- 001-441-05
- _____
- _____
- _____
- _____
- _____
- _____

Per Computer Per Telephone Call

Dated this 10th day of March, 2020.

Anita Talbot

Deputy City Clerk
County

LEGAL DESCRIPTION
APN 001-441-05

A parcel of land being the same as Parcel D-2, as shown on the PARCEL MAP No. 2 for SNYDER LIVESTOCK COMPANY, INC., recorded in the Official Records of Lyon County, Nevada on September 26, 2006, as File No. 392068, situate within Section 15, Township 13 North, Range 25 East, MDM, being more particularly described as follows:

Commencing at the Southwest corner of said Section 15;
thence North $78^{\circ}36'25''$ East a distance of 344.25 feet to a point on the Northerly right-of-way of Bridge Street;
thence along said Northerly right-of-way South $88^{\circ}37'54''$ East a distance of 153.42 feet to the Southwest corner of said Parcel D-2 and being the Point of Beginning;
thence departing said Northerly right-of-way and along the exterior boundary of said Parcel D-2 North $00^{\circ}07'12''$ West a distance of 747.44 feet;
thence South $89^{\circ}52'48''$ West a distance of 105.00 feet;
thence North $00^{\circ}07'12''$ West a distance of 96.85 feet;
thence North $78^{\circ}49'58''$ East a distance of 141.40 feet;
thence from a tangent which bears North $62^{\circ}39'14''$ East, along a circular curve to the left with a radius of 259.27 feet and a central angle of $65^{\circ}58'19''$ an arc length of 298.53 feet;
thence with a non-tangent line North $13^{\circ}56'09''$ West a distance of 170.40 feet;
thence North $18^{\circ}55'46''$ West a distance of 450.80 feet;
thence North $06^{\circ}30'11''$ West a distance of 224.77 feet;
thence North $19^{\circ}40'13''$ East a distance of 217.30 feet;
thence North $31^{\circ}48'21''$ East a distance of 142.14 feet;
thence North $20^{\circ}10'36''$ East a distance of 225.11 feet;
thence North $38^{\circ}35'33''$ East a distance of 316.33 feet;
thence from a tangent which bears North $38^{\circ}55'10''$ East, along a circular curve to the left with a radius of 118.14 feet and a central angle of $79^{\circ}55'05''$ an arc length of 164.79 feet;
thence with a non-tangent line North $41^{\circ}26'56''$ West a distance of 210.92 feet;
thence from a tangent which bears North $41^{\circ}27'00''$ West, along a circular curve to the right with a radius of 319.97 feet and a central angle of $19^{\circ}40'28''$ an arc length of 109.87 feet to the Northwest corner of said Parcel D-2;
thence with a non-tangent line South $89^{\circ}20'32''$ East a distance of 1987.81 feet to the Northeast corner of said Parcel D-2;
thence South $00^{\circ}50'12''$ West a distance of 3167.19 feet to the Southeast corner of said Parcel D-2 and being a point on the Northerly right-of-way of Bridge Street;
thence along said Northerly right-of-way along North $87^{\circ}16'39''$ West a distance of 853.48 feet;
thence North $88^{\circ}37'54''$ West a distance of 1271.58 feet to the Point of Beginning.

Said parcel contains an area of approximately 147.75 acres.

BASIS OF BEARINGS: Nevada State Plane Coordinate System,
West Zone, (NAD 83/94).

Description Prepared By:
Ryan G. Cook, PLS 15224
Summit Engineering Corporation
5405 Mae Anne Ave.
Reno, NV 89523
775-747-8550

N:\DWGS\J30830_BighornMisc\Ph121_SnyderPM\SnyderExteriorBoundaryLegal20200507.docx





PRELIMINARY REPORT

1st Updated and Amended May 1, 2020

Assessor's Parcel No.: 001-441-05

Order No.: 107731-LTO

Property Address: 820 W Bridge Street
Yerington NV
89447

Buyers/Borrowers: Report Only

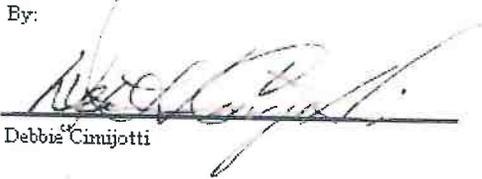
In response to the above referenced application for a Policy of Title Insurance, **First American Title Insurance Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein, hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms. The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth on the attached cover. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth on the attached cover. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

Dated as of 04/15/2020 at 07:30 am

Western Title Company, an authorized agent

By:


Debbie Cimijotti

The form of Policy of Title Insurance contemplated by this report is:

Report Only

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in: **SNYDER LIVESTOCK COMPANY, INC., a Nevada Corporation**

Initial

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Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth on the attached cover of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this Preliminary Report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Order No. 107731-LTO

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. An application for **Agricultural Use Assessment pursuant to Section 361A**, Nevada Revised States and Approval thereof, has been recorded on **January 15, 2020**, as Document No. **609331**, Official Records of Lyon County, Nevada.
2. Notice of Attachment of Tax Lien of Agricultural Real Property. Amounts due and information on agricultural deferred taxes are available through the Lyon County Assessor's Office, recorded on **February 24, 2011**, as Document No. **472543**, Official Records of Lyon County, Nevada.
3. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
4. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
5. Any additional liens which may be levied by reason of said premises being within the **City of Yerington Water and Sewer**.
6. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
7. Water rights, claims or title to water, whether or not recorded.
8. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the **United States of America**, recorded on **March 15, 1906**, in **Book O, Page 176 Deed** Records of Lyon County, Nevada.
9. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the **United States of America**, recorded on **April 7, 1906**, in **Book O, Page 186 Deed** Records of Lyon County, Nevada.
10. Easement right of way for construction and maintenance of a drain ditch , and incidental purposes, granted to **Walker River Irrigation District** , recorded on **March 3, 1928**, in **Book Y, Page 384 Deed** Records of Lyon County, Nevada.
11. Easement Right of way to construct, operate and maintain overhead and underground electric power and communication lines, and incidental purposes, granted to **Sierra Pacific Power Company, a Corporation**, recorded on **October 24, 1949**, in **Book 36, Page 66 Deed** Records of Lyon County, Nevada.
12. Easement right of way for drain purposes, and incidental purposes, granted to **The City of Yerington**, recorded on **March 12, 1979**, as Document No. **44046**, Official Records of Lyon County, Nevada.
13. Any adverse claim based upon the assertion that: (a) Said land or any part thereof is now or at any time has been below the highest high water mark of the **Walker River** ; (b) Some portion of said land has been created by artificial means or has accreted to such portions so created; (c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the **Walker River** or has been, formed by accretion to any such portion.

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Rights and easements for commerce, navigation and fishery lying within the Walker River.

- 14. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 175399, filed in the office of the County Recorder of Lyon County, State of Nevada, on September 23, 1994, as Document No. 175399. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
- 15. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map No. 392068, filed in the office of the County Recorder of Lyon County, State of Nevada, on September 26, 2006, as Document No. 392068. Reference is hereby made to said map for particulars. If one is not included herewith, one will be furnished upon request.
- 16. A Deed of Trust to secure an indebtedness in the amount of \$4,700,000.00, dated December 12, 2018, executed by SNYDER LIVESTOCK COMPANY, INC., a Nevada Corporation, as Trustor, to Stewart Title Company, as Trustee, in favor of The Prudential Insurance Company of America, as Beneficiary, recorded on December 17, 2018, as Document No. 589890, Official Records of Lyon County, Nevada. (AFFECTS THIS AND OTHER PROPERTY)
- 17. Before issuing its policy of title insurance, this Company will require evidence, satisfactory to the Company that SNYDER LIVESTOCK COMPANY, INC., a Nevada Corporation: (a) is validly formed on the date when documents in this transaction are to be signed; (b) is in good standing and authorized to do business in the state or country where the entity was formed; and (c) an original or certified copy of the resolution authorizing the subject transaction.

NOTE: According to the records of the Personal Property Department of the County Assessor's Office, located on APN 001-441-05, is a 1964 **Ragal** , Mobile Home Serial No. **BS313**. Taxes are below minimum amount to Bill.

NOTE: This report is being issued for information purposes only, no liability assumed.

NOTE: Taxes for the fiscal year 2019-2020, in the amount of \$5,408.08 have been paid in full. (APN 001-441-05) Amounts payable to the **Walker River Irrigation District** may be collected through the secured real property tax roll of the Lyon County Assessor's Office and included in the tax figure referenced above.

THE FOLLOWING NOTES ARE FOR INFORMATION PURPOSES ONLY:

WESTERN TITLE COMPANY RESERVES THE RIGHT TO AMEND THIS COMMITMENT/REPORT AT ANY TIME.

***** ATTENTION LENDERS*****

THE 100 ENDORSEMENT IS NO LONGER BEING OFFERED. THE REPLACEMENT ALTERNATIVE IS THE ALTA 9.10-06 AND IS NOW REFLECTED IN THE ALTA SUPPLEMENT IN THE COMMITMENT/REPORT.

NOTE: Any notes following the legal description (if any) referencing NRS 111.312 are required for recording purposes only and will not be insured in any policy of title insurance.

NOTE: A search of the Official Records for the county referenced in the above order number, for the 24 months immediately preceding the date above discloses the following instruments purporting to convey the title to said land:
NONE

NOTE: If any current work of improvements have been made on the herein described real property (within the last 90 days) and this Commitment/Report is issued in contemplation of a Policy of Title Insurance which affords mechanic lien priority coverage (i.e. ALTA POLICY); the following information must be supplied for review and approval prior to the closing and issuance of said Policy: (a) Copy of Indemnity Agreement; (b) Financial Statements; (c) Construction Loan Agreement; (d) If any current work of improvements have been made on the herein described real property Building Construction Contract between borrower and contractor; (e) Cost breakdown of construction; (f) Appraisal; (g) Copy of Voucher or Disbursement Control Statement (if project is complete).

NOTE: This commitment/report makes no representations as to water, water rights, minerals or mineral rights and no

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reliance can be made upon this commitment/report or a resulting title policy for such rights or ownership.

NOTE: Notwithstanding anything to the contrary in this commitment/report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this commitment/report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: The map, if any, attached hereto is subject to the following disclaimer:

WESTERN TITLE COMPANY does not represent this plat as a survey of the land indicated hereon, although believed to be correct, no liability is assumed as to the accuracy thereof.

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Initial

Initial

Order No. 107731-LTO

Legal Description

All that certain real property being a portion of Section 15, T 13 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Parcel D-2, as shown on the PARCEL MAP No. 2 for SNYDER LIVESTOCK COMPANY, INC., recorded in the Official Records of Lyon County, Nevada on September 26, 2006, as Document No. 392068.

Assessor's Parcel Number(s):
001-441-05

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Initial

Initial

Initial

Exhibit A (Revised 02-07-14)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 _____ (whichever is less)	\$ 10,000.00 _____
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 _____ (whichever is less)	\$25,000.00 _____
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 _____ (whichever is less)	\$25,000.00 _____
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 _____ (whichever is less)	\$ 5,000.00 _____

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

Initial

Initial

Initial

Initial

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Initial

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6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

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

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

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The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

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5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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PRIVACY POLICY

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes requires Western Title Company, LLC, a Nevada limited liability company, to explain to you how we collect and use customer information.

Western Title Company has always and will continue to adhere to strict standards of confidentiality when it comes to protecting the privacy, accuracy and security of customer information provided to us.

PERSONAL INFORMATION WE MAY COLLECT:

Western Title collects information about you (for instance, your name, address and telephone number), and information about your transaction, including the identity of the real property you are buying or refinancing. We obtain copies of deeds, notes or mortgages that may be involved in the transaction. We may obtain this information directly from you or from the lender, attorney, or real estate broker or agent that you have chosen. When we provide escrow, or settlement services, or mortgage loan servicing, we may obtain your social security number, along with other information from third parties including appraisals, credit reports, land surveys, loan account balances, and sometimes your bank account information in order to facilitate your transaction.

HOW WE USE THIS INFORMATION:

Western Title Company does *NOT* share your information with marketers outside our own family. There is *NO* need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you, your lender or in other ways permitted by law. The privacy law permits some sharing of information without your approval. We may share your information internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

HOW WE PROTECT YOUR INFORMATION:

We restrict access to nonpublic information about you to our employees that need the information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with the law to guard your nonpublic information. We reinforce Western Title's privacy policy with our employees.

You do not need to respond to this notice, unless you have concerns about any information we have obtained. You can write us at:

Western Title Company, LLC, a Nevada limited liability company
Attention: Operations Manager
P.O. Box 3059
Reno, NV 89505

Western Title Company, LLC, is an agent for Chicago Title Insurance, Westcor Land Title Insurance Company, First American Title Insurance Company, Fidelity National Title Insurance Company, Old Republic National Title Insurance Company, Commonwealth Land Title, and Stewart Title Guaranty Company. You may receive additional Privacy Policy information from these companies.

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SURVEYOR'S CERTIFICATE

Laurie N. Weatherston, a PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, HEREBY CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF EDDIE SNYDER, PRESIDENT, SNYDER LIVESTOCK COMPANY, INC.
- THE LANDS SURVEYED LIE WITHIN PORTIONS OF THE SOUTH 1/2 OF THE NW 1/4, AND OF THE SOUTHWEST 1/4 OF SECTION 16, T. 13 N., R. 25 E., N.D.M., AND THE SURVEY WAS COMPLETED ON 9-20-06
- THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT THE DATE THAT THE SOVEREIGN BODY GAVE ITS APPROVAL.
- THE INSTRUMENTS SUBMITTED ON THIS PLAT ARE OF THE QUALITIES SHOWN OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

Laurie N. Weatherston
Laurie N. Weatherston
P.L.S. 15225



CITY COUNCIL APPROVAL

DOUGLAS HORTON, Mayor of the City of Yerington, DO HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY OF YERINGTON ON THE 15 DAY OF SEPTEMBER, 2006.

Douglas Horton
Mayor, City of Yerington
Date: 9-20-06

CITY MANAGER CERTIFICATE

I, D. NEMELL, HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF A DIVISION OF THE TRACT OF THE LAND REPRESENTED HEREIN AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

D. Nemell
D. Nemell
City Manager, City of Yerington
Date: 9-20-06

PLANNING COMMISSION CERTIFICATE

APPROVED AND ASCERTAINED THIS 30th DAY OF May, 2006 BY THE CITY OF YERINGTON PLANNING COMMISSION.

Debra J. Clark
Chairman
Date: 9-20-06

COUNTY CLERK'S CERTIFICATE

I HEREBY SIGN LYON COUNTY CLERK/REGISTRAR, STEPHEN J. BROWN, COUNTY CLERK, AND I HAVE FILED THIS PLAT IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA, ON THIS DATE, AND THE SAME IS NOW PUBLIC RECORD.

Steph J. Brown
Lyon County Clerk/Registrar
Date: 9-22-06

COUNTY RECORDER'S CERTIFICATE

FILED FOR THE RECORD AT THE REQUEST OF SNYDER LIVESTOCK COMPANY, INC. THIS INSTRUMENT ON THIS 20th DAY OF SEPTEMBER, 2006 AT 10:00 MINUTES PAST 11 O'CLOCK A.M. IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA.

FILE NO. 3892400
COUNTY RECORDER: *Shary Hilligan*
BY: *Shary Hilligan*

SHEET 1 OF 2
SEPTEMBER, 2006

PARCEL MAP No. 2

FOR
SNYDER LIVESTOCK COMPANY, INC.
EDDIE SNYDER, PRESIDENT
BEING A SUBDIVISION OF PARCEL D OF PM
PORTIONS OF THE S1/2 NW1/4, AND OF THE SW1/4 OF
SECTION 16, T. 13 N., R. 25 E., N.D.M.,
LYON COUNTY, NEVADA



290108 1 of 2 9/20/06



VICINITY MAP
NTS



OWNERS CERTIFICATE

I, EDDIE SNYDER, PRESIDENT, SNYDER LIVESTOCK COMPANY, INC. CERTIFY THAT I AM THE OWNER OF THE LANDS REPRESENTED HEREIN AND DID REQUEST THE PREPARATION OF THIS MAP AND DO CONSENT TO THE RECORDATION OF THIS MAP AND DO HEREBY DEDICATE AND SET ASIDE ALL EASEMENTS AS SHOWN.

Eddie Snyder
Eddie Snyder, President
Snyder Livestock Company, Inc.

ACKNOWLEDGEMENT

STATE OF NEVADA

COUNTY OF LYON

ON THIS 20 DAY OF September, 2006, EDDIE SNYDER PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, HAD UPON OATH DID DEPOSE AND SAY THAT HE EXECUTED THE FOREGOING CERTIFICATE FREELY AND VOLUNTARILY FOR THE PURPOSE STATE HEREON.

Steph J. Brown
Notary Public Signature



WALKER RIVER IRRIGATION DISTRICT CERTIFICATE

THE IRRIGATION AND DRAINAGE EASEMENTS SHOWN ON THIS MAP HAVE BEEN CHECKED AND APPROVED BY THE BOARD OF DIRECTORS OF THE WALKER RIVER IRRIGATION DISTRICT. THE DISTRICT HAS NO INTEREST IN THE BOUNDARIES OF THE WALKER RIVER IRRIGATION DISTRICT.

BY: *Steph J. Brown*
Walker River Irrigation District
Date: 9-20-06

A digital copy of this map has been delivered to Lyon County GIS.

Steph J. Brown
City Clerk

RIGHT TO FARM NOTE

THIS LAND IS SUBJECT TO THE RIGHT TO FARM ACT, WHICH STATES THAT THE NORMAL FARMING ACTIVITY DOES NOT CONSTITUTE A NUISANCE. THE OWNER OF THIS LAND IS ADVISED THAT THE RIGHT TO FARM ACT DOES NOT PROVIDE NOTICE TO SUBSEQUENT PURCHASERS.

BASIS OF BEARINGS

THE BEARING OF N0732°46'W ALONG THE SOUTH LINE OF QUARTER 16 OF SECTION 15 AS SHOWN ON THIS SECOND QUARTER MAP WAS MEASURED BY EDIE SNYDER, PRESIDENT OF SNYDER LIVESTOCK COMPANY, INC. THE BEARING OF N0732°46'W ALONG THE SOUTH LINE OF QUARTER 16 OF SECTION 15 AS SHOWN ON THIS SECOND QUARTER MAP WAS MEASURED BY EDIE SNYDER, PRESIDENT OF SNYDER LIVESTOCK COMPANY, INC.

REFERENCE DOCUMENTS

- (A) PRELIMINARY TITLE REPORT, WESTERN TITLE COMPANY, FILE NO. 2008 (0002747-10-13)
- (B) DEED, B.Y. NO. 383
- (C) DEED, B.Y. NO. 383
- (D) GRANT OF EASEMENT, DOC. 17112
- (E) GRANT OF EASEMENT, DOC. 17112
- (F) GRANT OF EASEMENT, DOC. 17112
- (G) GRANT OF EASEMENT, DOC. 17112
- (H) GRANT OF EASEMENT, DOC. 17112
- (I) GRANT OF EASEMENT, DOC. 17112
- (J) GRANT OF EASEMENT, DOC. 17112
- (K) GRANT OF EASEMENT, DOC. 17112
- (L) GRANT OF EASEMENT, DOC. 17112
- (M) GRANT OF EASEMENT, DOC. 17112
- (N) GRANT OF EASEMENT, DOC. 17112
- (O) GRANT OF EASEMENT, DOC. 17112
- (P) GRANT OF EASEMENT, DOC. 17112
- (Q) GRANT OF EASEMENT, DOC. 17112
- (R) GRANT OF EASEMENT, DOC. 17112
- (S) GRANT OF EASEMENT, DOC. 17112
- (T) GRANT OF EASEMENT, DOC. 17112
- (U) GRANT OF EASEMENT, DOC. 17112
- (V) GRANT OF EASEMENT, DOC. 17112
- (W) GRANT OF EASEMENT, DOC. 17112
- (X) GRANT OF EASEMENT, DOC. 17112
- (Y) GRANT OF EASEMENT, DOC. 17112
- (Z) GRANT OF EASEMENT, DOC. 17112

LEGEND:

- (R) RECORD DATA PER REFERENCE DOCUMENT
- (C) COMPUTED
- (L) CENTERLINE
- (A) ANGLE POINT IN CENTERLINE
- (B) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (C) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (D) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (E) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (F) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (G) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (H) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
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- (K) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
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- (M) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (N) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (O) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (P) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (Q) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (R) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (S) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (T) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (U) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (V) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (W) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (X) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (Y) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008
- (Z) FOUND 5/8" REBAR IN/PLASTIC CAP, PLS 4008

NOTES:

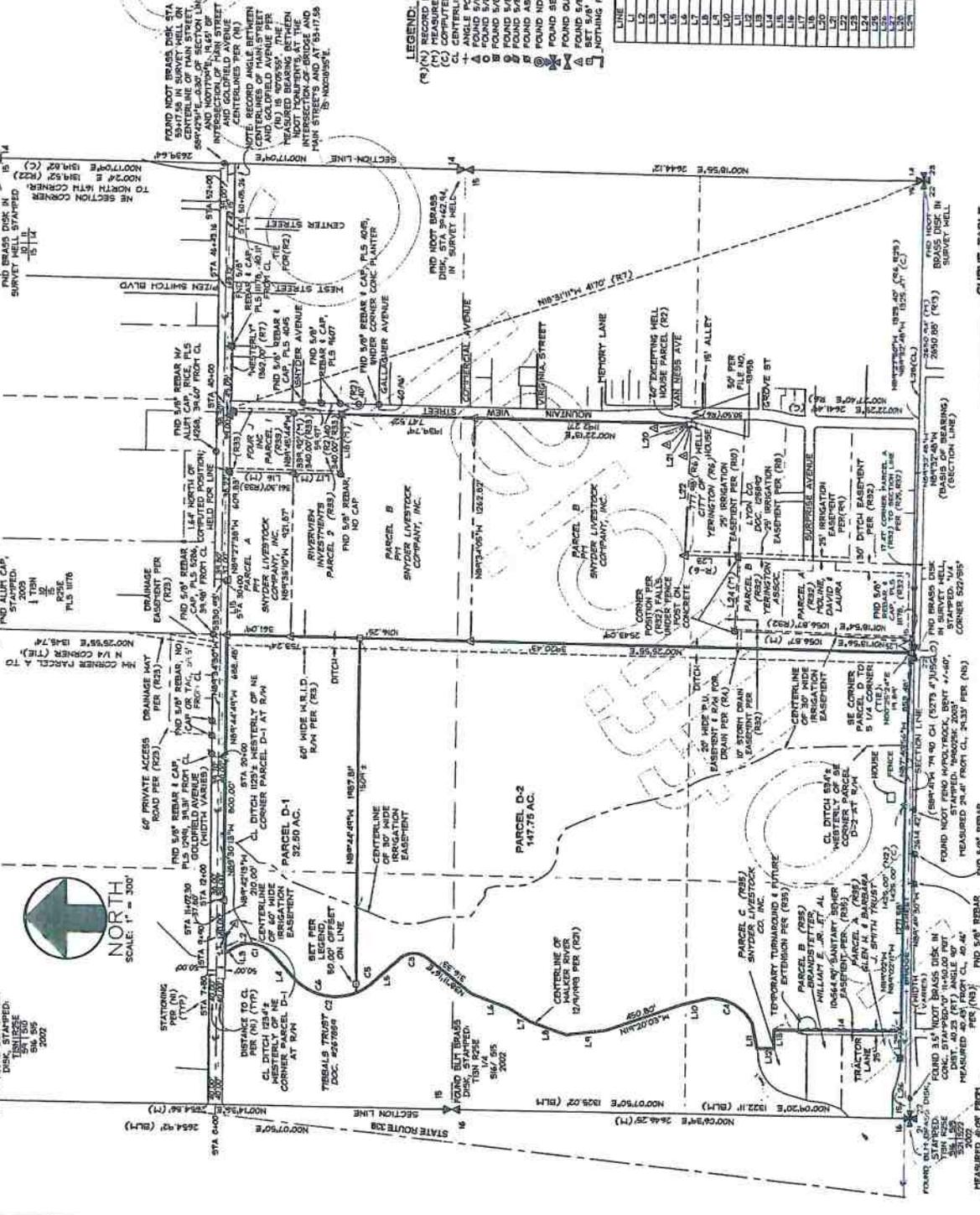
- 1) TOTAL SITE AREA = 180.25 ACRES
- 2) THIS MAP IS A SUBDIVISION OF PARCEL D AS SHOWN ON PARCEL MAP DOC.

EASEMENT NOTE:

PARCEL BOUNDARIES ARE SUBJECT TO A 7.5' PUBLIC UTILITIES EASEMENT WHEN FRONTING ON A ROAD, ALL OTHER PARCEL BOUNDARIES ARE SUBJECT TO A 5' PUBLIC UTILITIES EASEMENT.

SECTION LINE

N0732°46'W 2858.79' (R22)
N0732°46'W 2858.89' (R2)



TABLE

LINE	BEARING	LENGTH
L1	N00228°02'E	10.81
L2	N00228°02'E	10.81
L3	N00228°02'E	10.81
L4	N00228°02'E	10.81
L5	N00228°02'E	10.81
L6	N00228°02'E	10.81
L7	N00228°02'E	10.81
L8	N00228°02'E	10.81
L9	N00228°02'E	10.81
L10	N00228°02'E	10.81
L11	N00228°02'E	10.81
L12	N00228°02'E	10.81
L13	N00228°02'E	10.81
L14	N00228°02'E	10.81
L15	N00228°02'E	10.81
L16	N00228°02'E	10.81
L17	N00228°02'E	10.81
L18	N00228°02'E	10.81
L19	N00228°02'E	10.81
L20	N00228°02'E	10.81
L21	N00228°02'E	10.81
L22	N00228°02'E	10.81
L23	N00228°02'E	10.81
L24	N00228°02'E	10.81
L25	N00228°02'E	10.81
L26	N00228°02'E	10.81
L27	N00228°02'E	10.81
L28	N00228°02'E	10.81
L29	N00228°02'E	10.81
L30	N00228°02'E	10.81
L31	N00228°02'E	10.81
L32	N00228°02'E	10.81
L33	N00228°02'E	10.81
L34	N00228°02'E	10.81
L35	N00228°02'E	10.81
L36	N00228°02'E	10.81
L37	N00228°02'E	10.81
L38	N00228°02'E	10.81
L39	N00228°02'E	10.81
L40	N00228°02'E	10.81
L41	N00228°02'E	10.81
L42	N00228°02'E	10.81
L43	N00228°02'E	10.81
L44	N00228°02'E	10.81
L45	N00228°02'E	10.81
L46	N00228°02'E	10.81
L47	N00228°02'E	10.81
L48	N00228°02'E	10.81
L49	N00228°02'E	10.81
L50	N00228°02'E	10.81
L51	N00228°02'E	10.81
L52	N00228°02'E	10.81
L53	N00228°02'E	10.81
L54	N00228°02'E	10.81
L55	N00228°02'E	10.81
L56	N00228°02'E	10.81
L57	N00228°02'E	10.81
L58	N00228°02'E	10.81
L59	N00228°02'E	10.81
L60	N00228°02'E	10.81
L61	N00228°02'E	10.81
L62	N00228°02'E	10.81
L63	N00228°02'E	10.81
L64	N00228°02'E	10.81
L65	N00228°02'E	10.81
L66	N00228°02'E	10.81
L67	N00228°02'E	10.81
L68	N00228°02'E	10.81
L69	N00228°02'E	10.81
L70	N00228°02'E	10.81
L71	N00228°02'E	10.81
L72	N00228°02'E	10.81
L73	N00228°02'E	10.81
L74	N00228°02'E	10.81
L75	N00228°02'E	10.81
L76	N00228°02'E	10.81
L77	N00228°02'E	10.81
L78	N00228°02'E	10.81
L79	N00228°02'E	10.81
L80	N00228°02'E	10.81
L81	N00228°02'E	10.81
L82	N00228°02'E	10.81
L83	N00228°02'E	10.81
L84	N00228°02'E	10.81
L85	N00228°02'E	10.81
L86	N00228°02'E	10.81
L87	N00228°02'E	10.81
L88	N00228°02'E	10.81
L89	N00228°02'E	10.81
L90	N00228°02'E	10.81
L91	N00228°02'E	10.81
L92	N00228°02'E	10.81
L93	N00228°02'E	10.81
L94	N00228°02'E	10.81
L95	N00228°02'E	10.81
L96	N00228°02'E	10.81
L97	N00228°02'E	10.81
L98	N00228°02'E	10.81
L99	N00228°02'E	10.81
L100	N00228°02'E	10.81

CURVE TABLE

CURVE	DELTA	RADIUS	CHORD	TANGENT
C1	90°	10.81	10.81	10.81
C2	90°	10.81	10.81	10.81
C3	90°	10.81	10.81	10.81
C4	90°	10.81	10.81	10.81
C5	90°	10.81	10.81	10.81
C6	90°	10.81	10.81	10.81
C7	90°	10.81	10.81	10.81
C8	90°	10.81	10.81	10.81
C9	90°	10.81	10.81	10.81
C10	90°	10.81	10.81	10.81
C11	90°	10.81	10.81	10.81
C12	90°	10.81	10.81	10.81
C13	90°	10.81	10.81	10.81
C14	90°	10.81	10.81	10.81
C15	90°	10.81	10.81	10.81
C16	90°	10.81	10.81	10.81
C17	90°	10.81	10.81	10.81
C18	90°	10.81	10.81	10.81
C19	90°	10.81	10.81	10.81
C20	90°	10.81	10.81	10.81
C21	90°	10.81	10.81	10.81
C22	90°	10.81	10.81	10.81
C23	90°	10.81	10.81	10.81
C24	90°	10.81	10.81	10.81
C25	90°	10.81	10.81	10.81
C26	90°	10.81	10.81	10.81
C27	90°	10.81	10.81	10.81
C28	90°	10.81	10.81	10.81
C29	90°	10.81	10.81	10.81
C30	90°	10.81	10.81	10.81
C31	90°	10.81	10.81	10.81
C32	90°	10.81	10.81	10.81
C33	90°	10.81	10.81	10.81
C34	90°	10.81	10.81	10.81
C35	90°	10.81	10.81	10.81
C36	90°	10.81	10.81	10.81
C37	90°	10.81	10.81	10.81
C38	90°	10.81	10.81	10.81
C39	90°	10.81	10.81	10.81
C40	90°	10.81	10.81	10.81
C41	90°	10.81	10.81	10.81
C42	90°	10.81	10.81	10.81
C43	90°	10.81	10.81	10.81
C44	90°	10.81	10.81	10.81
C45	90°	10.81	10.81	10.81
C46	90°	10.81	10.81	10.81
C47	90°	10.81	10.81	10.81
C48	90°	10.81	10.81	10.81
C49	90°	10.81	10.81	10.81
C50	90°	10.81	10.81	10.81

NOTES:

- 1) TOTAL SITE AREA = 180.25 ACRES
- 2) THIS MAP IS A SUBDIVISION OF PARCEL D AS SHOWN ON PARCEL MAP DOC.

SECTION LINE

N0732°46'W 2858.79' (R22)
N0732°46'W 2858.89' (R2)

SECTION LINE

APN 001-441-05

WHEN RECORDED, MAIL TO:
Summit Engineering
Attn: Ryan Cook, PLS
5405 Mae Anne Avenue
Reno, NV 89523

SECURITY INTEREST HOLDER'S CERTIFICATE

This is to certify that the undersigned THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, beneficiary of that deed of trust recorded December 17, 2018, as Document No. 589890, Official Records, Washoe County, Nevada, hereby consents to the preparation and recordation of the Parcel Map for Snyder Livestock Company, Inc., a Nevada Corporation.

By:

Title:

For: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

State of)
 ss)
County of)

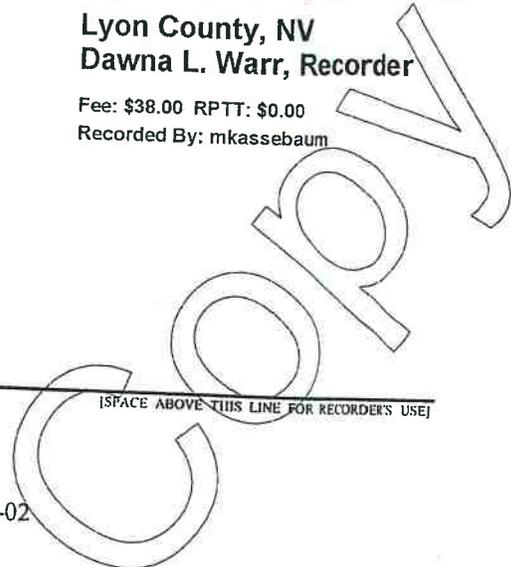
This instrument was acknowledged before me on this _____ day of _____,
2020 by _____.

NOTARY PUBLIC

(My Commission expires _____)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Thomas L. Palotas
Pepple Cantu Schmidt PLLC
1000 Second Avenue, Suite 2950
Seattle, Washington 98104



Prudential Loan Nos. 717610732, 717611668
& Shelf Facility No. 74804
APN: 001-041-07, 08 and 09; 001-441-04 and 05; 001-441-02;
012-251-11; 012-251-37; 012-271-05; 012-011-10; & 014-241-02

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**DEED OF TRUST, SECURITY AGREEMENT,
AND FIXTURE FILING
WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS**

For purposes of Article 9 of the Uniform Commercial Code (Nevada Revised Statutes §104.901 *et seq.*), this Deed of Trust constitutes a Security Agreement with the Borrower being the Debtor and the Lender being the Secured Party. This Deed of Trust also constitutes a Financing Statement filed as a fixture filing pursuant to Article 9 of the Uniform Commercial Code, Nevada Revised Statutes §104.9402(6).

This document is given in connection with the construction of an improvement and is a "construction mortgage" within the meaning of Nevada Revised Statutes Section 104.9334(8).

This DEED OF TRUST, SECURITY AGREEMENT, AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS (this "Deed of Trust") dated December 12, 2018, is made by SNYDER LIVESTOCK COMPANY, INC., a Nevada corporation, and LJ LAND LIMITED, a Nevada limited liability company, (individually and together, "Borrower" or "Borrowers") as trustors, each Borrower having a mailing address at P. O. Box 550, Yerington, Nevada 89447, to STEWART TITLE COMPANY ("Trustee") as trustee, having offices at 10539 Professional Circle Suite 102, Reno, Nevada 89521 for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, ("Lender") as beneficiary, having offices at c/o Prudential Asset Resources, 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, referencing Loan Nos. 717610732 & 717611668.

WITNESSETH:

Each Borrower IRREVOCABLY GRANTS, CONVEYS, TRANSFERS AND ASSIGNS to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit of Lender, all of Borrower's right, title and interest now owned or hereafter acquired in and to the Property, FOR THE PURPOSE OF SECURING, in such order of priority as Lender may determine, payment of the Indebtedness and performance of the Secured Obligations.

ARTICLE 1
DEFINITIONS

1.1 Defined Terms.

"Fixtures" means any and all property affixed to the Land and/or located upon or within the Improvements which are so related to the Land that an interest in such property arises under applicable real estate or real property law.

"Improvements" means the following now or hereafter located on or used in connection with the Land: (i) all buildings, including the onion packing facility located on the Land; (ii) all Fixtures; (iii) all irrigation and drainage equipment including, without limitation, wells, well casings, pumps, booster pumps, motors, engines, gearheads, sand filters, pivots, sprinklers, drip irrigation systems, tow lines, hand lines, irrigation pipe, drainage pipe, culverts and ponds; (iv) all enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, poles, barbed wire and electric wire; (v) all crop protection equipment and apparatus including, without limitation, frost protection equipment and wind machines; (vi) all electric, gas and water lines and equipment located on the Land, including, without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipe; and (vii) all trees, nursery stock, vines and other permanent plantings, whether *fructus naturales* or *fructus industriales*, whether mature or immature, together with all trellises, wires, endposts, and stakes relating thereto.

"Land" means the real property legally described on Exhibit A, together with all existing and future easements and rights affording access to it, all appurtenances, easements, estates, development rights, air rights, all oil, gas and minerals and other hydrocarbon substances on or hereafter on or under the Land before or after extraction and all rights and interests thereto or therein, and all other interests, rights and privileges relating to the Land, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof.

"Laws and Restrictions" means all laws, regulations, orders, codes, ordinances, rules, statutes and policies, permits, licenses, certificates, restrictive covenants and other covenants relating to the development, occupancy, ownership, management, use, and/or operation of the Property or otherwise affecting the Property or Borrower.

"Lease" and **"Leases"** both mean any and all leasehold interests, including subleases and tenancies following attornment or other agreements providing for use or occupancy of the Property, now or hereafter affecting or covering any part of the Property, including all guaranties thereof any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land, and all right, title and interest of Borrower in and to property of any tenant or other person under any such agreement or under any other arrangement entered into in connection with any such agreement, and any and all cash, security deposits, advance rentals and deposits or payments of a similar nature under any such agreement or other arrangement and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments).

"Loan Agreement" means the Loan Agreement between Borrower and Lender having the same date as this Deed of Trust, as amended, restated, replaced, supplemented or otherwise modified from time to time.

"Note" and "Notes" both mean the following promissory notes, individually and together, each payable to Lender or its order:

- (i) Promissory Note ("Note 1", Loan No. 717610732) dated July 23, 2013, in the original principal amount of \$3,050,000, executed by Snyder Livestock Company, Inc., and assumed by LJ Land Limited pursuant to the terms of the Loan Agreement;
- (ii) Promissory Note ("Note 2" Loan No. 717611668, the "2018 Loan") in the principal amount of \$1,650,000, executed by each Borrower,
- (iii) If the conditions to the disbursement of the Shelf Loan are satisfied, the Shelf Note (as such terms are defined in the Loan Agreement); and
- (iv) all modifications, renewals, extensions and replacements thereof.

The maximum aggregate principal balance of all Notes, including the Shelf Note, is FOUR MILLION TWO HUNDRED THOUSAND and no/100 DOLLARS (\$4,200,000.00)

"Permitted Exceptions" means those title exceptions set forth in the title insurance policy issued in favor of Lender that insures the priority of this Deed of Trust, and each Lease permitted under the Loan Agreement.

"Property" means all of Borrower's right, title and interest, whether now owned or hereafter acquired, in and to:

- (a) The Land, Improvements, Leases, Property Agreements, Rents and Proceeds, and Water Rights.
- (b) All trademarks, service marks, designs, logos, names or similar identifications pertaining to the Land or under which the Property may be known or operated, whether registered or unregistered, and all rights to carry on business under such names, and any related goodwill associated in any way with such names or the Property.
- (c) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or the Improvements.
- (d) All accounts and general intangibles (as such terms are defined in Article 9 of the Uniform Commercial Code) arising out of or incident to the ownership, development or operation of the Land and Improvements, and all other tangible and intangible property and rights relating to the Land and Improvements or the operation thereof, or to be used in connection with the Land and Improvements.
- (e) All insurance policies pertaining to the Land and the Improvements, and all proceeds, including all claims to and demands for them, from the voluntary or involuntary conversion of any of the Land, Improvements or the other Property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding.
- (f) All claims and causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other Property or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact and all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Property.
- (g) All governmental permits authorizing the operation of the onion packing facility located on the Land.
- (h) All products and proceeds of all of the foregoing.

Notwithstanding the foregoing or any other provision in this Deed of Trust or the other Loan Documents, "Property" does not include:

- (A) Vehicles, rolling stock, farm machinery (including tractors, combines and other farm machinery), or any other "equipment", as defined in Article 9 of the Uniform Commercial Code, that is not part of the Improvements; or
- (B) portable irrigation motors on wheels customarily towed by a motorized vehicle; or
- (C) any mobile or manufactured home that may be located on the Land; or
- (D) crops grown on the Land; or
- (E) any onion packing equipment used in the onion packing facility located on the Land.

"**Property Agreements**" means any and all agreements related to the development, ownership, management or operation of the Land, its Improvements, Leases, and other Property, including licenses, reports, surveys, studies, development agreements, maintenance or management agreements, agreements regarding water, and governmental authorizations, approvals and permits, as the same may be amended or otherwise modified, restated or newly entered into from time to time. Without limitation of the foregoing, "Property Agreements" includes the Shipper/Grower Agreement dated January 1, 2018 between Basin Farming, LLC, an Oregon limited liability company, as "Shipper" and Snyder Livestock Company, Inc., as "Grower" and Facilities Rental Agreement dated January 1, 2018 between Basin Farming, LLC, an Oregon limited liability company, as "Tenant" and Snyder Livestock Company, Inc., as "Landlord".

"**Receiver**" means any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

"**Reclamation Law**" means the Reclamation Act of 1902, the Omnibus Adjustment Act of 1926, the Reclamation Reform Act of 1982 and any act or law supplementary thereto, or any rule or regulation promulgated thereunder.

"**Reclamation Property**" means any portion of the Land that is subject to the Reclamation Law.

"**Reclamation Water**" means irrigation water applied to Reclamation Property that is subject to Reclamation Law.

"**Rents and Proceeds**" means all rents, royalties, revenues, issues, profits, proceeds (including, without limitation proceeds from the sale of all or any portion of the Land, the Property, or any interest therein) and other income and receipts from the Property, whether now due or which may become due or to which Borrower may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any Lease, license, bill of sale or deed, Property Agreement or from or out of the Land, or any part thereof, including but not limited to any and all rights and claims of any kind Borrower may have against any lessee or subtenant, occupant or licensee of the Land or the Improvements, (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land and all claims as a creditor in connection with any of the foregoing).

"**Secured Obligations**" means: (i) the due and punctual payment of the present and future Indebtedness by Borrower; (ii) the performance of any and all other present and future obligations of Borrower to Lender under the Loan Documents; and (iii) all future supplemental or additional loans, future advances or extensions of credit by Lender or its affiliate, and all other future financial obligations incurred by Borrower in favor of Lender or its affiliate, which by their express terms are secured by this Deed of Trust.

"**Water Law**" means all laws, statutes, rules, regulations, ordinances, groundwater sustainability or management plans, judicial and administrative decisions, court decrees and orders, and other governmental requirements, whether federal, state or local, governing or relating to the control, appropriation, use, conveyance, development or distribution of water of any kind or the rights thereto.

"Water Rights" means all of Borrower's right, title and interest in all water (including any water inventory in storage), water rights and entitlements, other rights to water and to receive water, and water rights of every other kind or nature, that serve the Land, including, without limitation, stored water, groundwater, surface water, riparian rights, drainage rights, and all rights to obtain water from governmental water district and non-governmental water companies. Without limitation of the foregoing, "Water Rights" includes (a) the irrigation well located on the south end of that portion of the Land commonly known as Home Ranch, Permit No. 65755 Certificate No. 13148 (South Osborne Well); (b) the irrigation well (the Bridge Street irrigation well), Permit No. 57256, Certificate No. 5911 that is also referred to in the Memorandum of Agreement dated October 4, 1983, and recorded under Lyon County no. 0124346; (c) the irrigation well (the Chase well), Permit No. 30396, Certificate No. 9352 that is also the subject of the Grant of Easement dated May 2, 1985, recorded under Lyon County No. 92512; (d) the State of Nevada Certificate of Appropriation of Water no. 9383, Book 31, page 9383 (Crenetti well); (e) the State of Nevada permit to change point of diversion Serial No. 50521 filed January 15, 1987 (Cliff well); and (f) any and all other permits and certificates issued by the State of Nevada – Department of Conservation and Natural Resources – Division of Water Resources in connection with the foregoing wells.

1.2 **Other Definitions.** Capitalized terms used but not defined in this Deed of Trust are defined in the Loan Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender as follows, which representations and warranties shall be true as of the date of this Deed of Trust and as of the date of each disbursement of the Loan:

2.1 **Authorization and Validity.** Borrower is the lawful owner of the Property and holds good and marketable title to the Property free and clear of all defects, mortgages, liens, encumbrances, easements, exceptions, assessments, security interests, claims and rights of others, except the Permitted Exceptions. Borrower has the power and authority to grant the Property as provided in and by this Deed of Trust, to own and operate the Property, and to execute, deliver, and perform the obligations under the Loan Documents. Borrower is in compliance with all Laws and Restrictions.

2.2 **Additional Representations and Warranties.** (a) The Property is used principally or primarily for agricultural purposes. (b) All costs for labor and materials for the construction of the Improvements have been paid in full. (c) This Deed of Trust secures an obligation incurred exclusively for commercial, business or investment purposes and Borrower warrants to Lender that the Loan proceeds shall be used exclusively for commercial, business or investment purposes. (d) All public roads and streets necessary to serve the Property and its Improvements have been completed, are serviceable, and have been dedicated and formally accepted by the appropriate governmental entities. (e) Except as disclosed to Lender in writing in connection with the Loan closing, there is no personal residence located on the Land. (f) The Property is assessed for real estate tax purposes as one or more wholly independent tax lot(s), separate from any adjoining land or improvements, and no other land or improvements are assessed and taxed together with the Property.

2.3 **Water Rights**

(a) The Land has, and to the best of Borrower's knowledge will continue to have, the continuing, enforceable Water Rights to receive irrigation water from such sources, in such quantities, and at such times and locations as are reasonably satisfactory for the purposes of farming in such quantities and at such times and locations as has been historically available to the Land, without any currently pending or, to Borrower's best knowledge, threatened interruption. Borrower has duly filed all notices and other documents required under the laws of the State of Nevada in connection with Water Rights and the supply and use of water on the Land. All water rights

certificates and permits for the appropriation and use of surface water and groundwater for the Land have been duly issued, are owned solely by Borrower, and are in full force and effect and in good standing.

- (b) Except as previously disclosed in writing by Borrower to Lender, all irrigation, drainage and water control systems necessary or desirable to provide drainage and irrigation to the Property are located within the boundaries of the Property or are available via non-terminable easements benefiting the Property.
- (c) i) The Land is located within the Walker River Irrigation District, (ii) Borrower has a contract with such District providing for sufficient water to cultivate the crops grown on the Land, (iii) such contractual right has not been transferred by grant, contract, condemnation or otherwise, and (iv) Borrower is not in default of District assessments or charges.
- (d) (i) Water used in the irrigation and cultivation of crops on the Land is derived from wells located upon the Land; (ii) Borrower has filed with the Department of Water Resources all notices and other documents required under applicable Water Law in connection with such wells; (iii) Borrower is in compliance with any and all judicial or administrative decisions and groundwater sustainability or management plans affecting or relating to water derived from wells used on the Land; and (iv) to the best of Borrower's knowledge, all water drawn from such wells is derived from a groundwater basin lying wholly beneath the Land upon which such well is located.
- (e) With respect to Reclamation Property: (i) Borrower is either an eligible qualified recipient, or an eligible prior law recipient, in either event entitled to receive water from sources subject to Reclamation Law; (ii) with respect to any trust owning an interest in the Reclamation Property, the trust agreement has been approved by the Bureau of Reclamation as an irrevocable, fiduciary trust which is not a "revocable trust" within the meaning of Section 214(b) of the Reclamation Reform Act of 1982, and that the trust agreement complies with all requirements of 43 C.F.R. Section 426.7(b)(1); (iii) with respect to any partnership owning an interest in the Reclamation Property, the partnership agreement has been approved by the Bureau of Reclamation; (iv) all of the Reclamation Property is non-excess land eligible or receive water from sources subject to Federal Reclamation Law and is eligible to receive such water at a non-full-cost-rate within the meaning of applicable Reclamation Law; (v) all holders of any interest in the Reclamation Property, including Lessees, have fully complied with all certification and reporting requirements under Reclamation Law; (vi) if all or any portion of the Reclamation Property is acquired by Lender after the date hereof by involuntary foreclosure or similar involuntary process of law or by *bona fide* conveyance in satisfaction of this Deed of Trust, such property will be eligible in the landholding of Lender to obtain the benefits of the provisions of Section 216 and 224(e) of the Reclamation Reform Act of 1982 and the provisions of 43 C.F.R. Sections 426.14(d) and (e); and (vii) all management agreements and custom farming agreements relating to all or any portion of the Reclamation Property have been approved by the Bureau of Reclamation as *bona fide* management or custom farming arrangements under which the manager or custom farmer does not assume the economic risk in the farming operation and are not leases pursuant to 43 C.F.R. Section 426.6.

2.4 **Crop Patents and Trademarks.** Borrower has full and unrestricted ownership rights in each specimen and name of crops grown and to be grown on the Land, or Borrower has made a written disclosure to Lender of all of the licenses or other enforceable rights it has to grow and harvest existing crops and to use their names. As to crops to be planted on the Land in the future, Borrower shall make such written disclosure prior to planting such crops. No claim has been made or threatened by any person for patent, trademark or any other intellectual property right infringement with respect to any of the crops or their names grown on any of the Land.

**ARTICLE 3
COVENANTS**

Borrower covenants and agrees as follows:

- 3.1 **Insurance.** Borrower, at its sole cost and expense, will keep and maintain for the mutual benefit of Borrower and Lender the insurance required under the Loan Agreement. All of Borrower's right, title and interest in and to all policies of property insurance and any unearned premiums paid thereon are hereby assigned (to the fullest extent assignable) to Lender who shall have the right, but not the obligation, to assign the same to any purchaser of the Property at any foreclosure sale.
- 3.2 **Irrigation Water.**
- (a) The Property will continue to have continuing, enforceable Water Rights to receive irrigation water from such sources, in such quantities, and at such times and locations as are reasonably satisfactory for the purposes of farming, without substantially increased cost, and in such quantities, and at such times and locations as has been historically available to the Land.
 - (b) Borrower shall timely take or cause to be taken such actions as shall be necessary to maintain all Water Rights and shall not materially decrease the entitlement under any Water Right without Lender's prior written consent.
 - (c) Borrower shall abide by the provisions of the rules and regulations of the water district and local drainage district in which the Land is located. Borrower covenants to immediately apply for all permits and approvals to adequately provide water for the Property in amounts and of such nature as shall be sufficient to allow the development, operation and maintenance of the agricultural operations on the Land and, once issued, will keep them in full force and effect.
 - (d) Borrower will timely take or cause to be taken such actions as shall be necessary to maintain the Reclamation Property at all times as non-excess land eligible to obtain water from sources subject to Reclamation Law and shall not decrease the number of acres of Reclamation Property presently eligible to receive Reclamation Water at a "non-full-cost rate" within the meaning of applicable Reclamation Law. Borrower shall comply or cause to be complied with all reporting and certification requirements of Reclamation Law, including without limitation the provisions of 43 C.F.R. §426.18.1.
- 3.3 **Restrictive Uses.** Borrower will not initiate, join in, or consent to any change in the current use of the Land or in any zoning ordinance, private restrictive covenant, assessment proceedings or other public or private restriction limiting or restricting the uses that may be made of the Land or any part thereof or in any way change the boundaries of the Land (including without limitation, any agreed boundary line changes or lot line adjustments).
- 3.4 **Prohibited Transfers.** Borrower will not cause, suffer or permit any Transfer except as permitted under the Loan Agreement.
- 3.5 **Permitted Exceptions: Appurtenant Easements.** Borrower will timely perform all of the material covenants and other obligations made or owing by Borrower to any other person related to the Property, including, without limitation, the Permitted Exceptions and each easement that is appurtenant to the Land. Borrower shall keep the Property free from all liens and encumbrances, whether prior or subordinate to this Deed of Trust, other than the Permitted Exceptions and the lien of current real estate taxes and assessments that are not past due.
- 3.6 **Right of Entry.** Lender is hereby authorized to enter the Property, including the interior of any structure, at reasonable times, and after reasonable notice, for the purpose of inspecting the Property to determine Borrower's compliance with this Deed of Trust and the other Loan Documents, and without waiver of any of Lender's rights or obligations under Nevada Revised Statutes Section 40.507, as now or hereafter amended.

ARTICLE 4
ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS

4.1 **Assignment of Rents and Proceeds and Leases.** Borrower absolutely and unconditionally assigns and transfers to Lender: (a) the Leases; and (b) the Rents and Proceeds whether now due, past due or to become due, and gives to and confers upon Lender any and all rights and claims of any kind that Borrower may have against lessees under the Leases or account debtors, and the right, power and authority to collect such Rents and Proceeds, and apply the same to the Indebtedness or the satisfaction of any obligation. Borrower irrevocably appoints Lender its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Borrower or in the name of Lender, for all such Rents and Proceeds.

4.2 **Assignment of Property Agreements.** Borrower sells, assigns, transfers, sets over and delivers to Lender all of Borrower's right, title and interest in and to any and all Property Agreements. The foregoing assignment encompasses the right of Borrower to (a) terminate any of the Property Agreements; (b) perform or compel performance and otherwise exercise all remedies under the Property Agreements, and (c) collect and receive all sums which may become due Borrower or which Borrower may now or shall hereafter become entitled to demand or claim, under the Property Agreements.

4.3 **Revocable License.** So long as there is no Event of Default, Borrower shall have a license to collect all Rents and Proceeds and all other sums which may become payable to Borrower under the Property Agreements. If there is an Event of Default, Lender shall have the right, on written notice to Borrower, to terminate and revoke such license and shall have the right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided in Section 4.1 and Section 4.2 or by law or at equity.

4.4 **Non-Responsibility.** Lender's acceptance of the assignments in Section 4.1 and Section 4.2 and all the rights, powers, privileges and authority so granted shall not obligate Lender to assume any obligations in respect of the Rents and Proceeds or under the Property Agreements or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Rents and Proceeds or under the Property Agreements or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Borrower.

ARTICLE 5
SECURITY AGREEMENT AND FIXTURE FILING

5.1 **Fixture Filing.** This Deed of Trust constitutes a fixture filing with respect to all Fixtures included in the Property.

5.2 **Grant of Security Interest.** This Deed of Trust will be filed for record in the real property records of Lyon County, Nevada and constitutes a security agreement pursuant to the Uniform Commercial Code with respect to:

- (a) Any of the Property which, under applicable law, is not real property or effectively made part of the real property by the provisions of this Deed of Trust; and
- (b) Any and all other property now or hereafter described on any Uniform Commercial Code Financing Statement naming Borrower as Debtor and Lender as Secured Party and affecting property in any way connected with the use and enjoyment of the Property (any and all such other property constituting "Property" for purposes of this Deed of Trust).

Borrower grants Lender a security interest in all property described in clauses (a) and (b) above as security for the Secured Obligations.

5.3 **UCC Filing.** Borrower agrees to execute and deliver on demand and irrevocably constitutes and appoints Lender the attorney-in-fact of Borrower to execute, deliver and, if appropriate, file with the

appropriate filing officer or office such instruments as Lender may request or require in order to impose, perfect or continue the perfection of the lien or security interest created by this Deed of Trust, all at Borrower's expense. Borrower authorizes Lender to file all documents Lender regards as necessary to evidence or perfect the security interests granted by this Deed of Trust and to continue or amend the same.

ARTICLE 6 REMEDIES

6.1 Remedies. If there is an Event of Default, Lender may at any time declare all of the indebtedness to be due and payable without any further presentment, demand, protest or notice of any kind. Lender, in its sole discretion, may also do any of the following: (i) Lender may, in person or by agent, and without notice to Borrower, enter upon and take possession of the Property, in its own name or in the name of Trustee, and exercise all rights and powers of Borrower with respect to the Property, either in the name of Borrower or Lender, and do any act which Lender deems necessary to preserve the value or marketability of the Property. (ii) Lender may sue for or otherwise collect the Rents and Proceeds, and apply them, less Costs incurred in their collection, against the Secured Obligations, all in such order as Lender may determine. (iii) Lender may appear in and defend any action or proceeding purporting to affect, in any manner whatsoever, the Secured Obligations, the security hereof or the rights or powers of Lender or Trustee. (iv) Lender may pay, purchase or compromise any encumbrance, charge or lien that in the judgment of Lender or Trustee is prior or superior to this Deed of Trust. (v) Lender may commence an action to foreclose this Deed of Trust in any manner provided hereunder or by law, including electing to foreclose by exercise of the power of sale granted under this Deed of Trust. (vi) With respect to any personal property, Lender may proceed as to both the real and personal property in accordance with Lender's rights and remedies in respect of the Land, or proceed to sell said personal property separately and without regard to the Land. (vii) Lender may seek specific performance of any provisions in the Loan Documents. (viii) Lender may sue for and recover judgment on the Note either before, during or after any proceedings for the enforcement of the Loan Documents and without any requirement of any action being taken to realize on the Property or otherwise enforce the Loan Documents. (ix) Lender may exercise any other right or remedy available at law or in equity under this Deed of Trust, the other Loan Documents or any statute. In exercising any of the foregoing, Lender may pay necessary Costs. All remedies of Lender in this Deed of Trust are cumulative and in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by Lender shall not cure or waive any Event of Default, or invalidate any act done pursuant to any notice of Default, or prejudice Lender in the exercise of any of its other rights under the Loan Documents.

6.2 Appointment of Receiver. In addition to the rights and remedies provided under this Deed of Trust, if there is an Event of Default, as a matter of strict right and without notice to Borrower or anyone claiming under Borrower, and without regard to the then value, adequacy or condition of the Property, the danger of loss, removal, or material injury to the Property, or the solvency of any Borrower, or the condition of the Property, Lender may apply *ex parte* to any court having jurisdiction to appoint a Receiver without bond to enter upon and take possession of the Property. Borrower waives notice of any application for the appointment of a Receiver, provided a hearing to confirm such appointment with notice to Borrower is set within the time required by law. Borrower hereby agrees that Lender has a special interest in the Property and absent the appointment of such Receiver the Property shall suffer waste and deterioration and Borrower agrees it shall not contest the appointment of a Receiver and hereby so stipulates to such appointment pursuant to this Section. Any such Receiver shall have all the powers and duties of receivers in like or similar cases and all the powers and duties of Lender in case of entry as provided herein. Unless earlier terminated, the receivership shall continue until the date of confirmation of a foreclosure sale.

6.3 **UCC Remedies.** In addition to the rights and remedies provided under this Deed of Trust, if there is an Event of Default, Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as to any Property that is personal property and shall have (i) the right to cause any of the Property which is personal property to be sold at any one or more public or private sales as permitted by applicable law and to apply the proceeds thereof to the Indebtedness or the satisfaction of any of the Secured Obligations, and (ii) the right to apply any Property which is cash, negotiable documents or chattel paper to the Indebtedness or to the satisfaction of any of the Secured Obligations. Any such disposition may be conducted by an employee or agent of Lender or Trustee. Any person, including both Borrower and Lender, shall be eligible to purchase any part or all of such personal property at any such disposition.

6.4 **Advances.** If Borrower fails to perform or comply with any term in the Loan Documents or any other agreement, then Lender in its sole discretion: (a) may make any payment hereunder or thereunder payable by Borrower, and take out, pay for and maintain any of the insurance policies provided for herein or therein, and/or (b) if there is an Event of Default, perform any such other act to be performed by Borrower and enter the Property for such purpose. No payment or performance by Lender shall be deemed to have cured any Default or Event of Default.

6.5 **No Mortgagee in Possession.** Neither the assignments in Section 4.1 or Section 4.2 or Lender's exercise of any of its rights or remedies under this Deed of Trust shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Lender, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Property by any court at the request of Lender or by agreement with Borrower or the entering into possession of the Property by such Receiver be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation thereof.

6.6 **Foreclosure Sale.** To the full extent allowed by law, Borrower waives its right, if any, to require that the Property be sold as separate lots, parcels or items, and Lender shall have the right, in its sole and absolute discretion, to cause the Property to be sold either as a whole or in separate lots or parcels or items as Lender shall determine, and in such order as Lender may determine, and if Lender elects more than one sale or other disposition of the Property, Lender at its option may cause the sales to be conducted simultaneously or successively, on the same day or at different days or times and in such order as Lender may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Property not then sold until all the Indebtedness has been paid. If Lender elects to dispose of the Property through more than one sale, Borrower shall pay the Costs incurred with each such sale and proceeding. At any such sale, Lender may acquire the Property and, in lieu of paying cash, may pay by crediting against the Secured Obligations the amount of its bid, after deducting therefrom any sums which Lender or Trustee is authorized to deduct under the provisions of the Loan Documents.

6.7 **Waiver of Order of Sale and Marshaling.** Lender shall have the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any of the remedies provided herein. To the fullest extent permitted by law, Borrower, any party who consents to this Deed of Trust, and any party who now or hereafter acquires an interest in the Property and who has actual or constructive notice hereof, waives any and all right to require marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust.

6.8 **Trustee's Deed.** If there is a non-judicial sale of the Property, or any part thereof, the recitals in the Trustee's deed shall be conclusive proof of the matters recited, including all notices and procedures

required for a duly conducted trustee's sale, and such recitals shall be effective and conclusive against Borrower, its successors and assigns, and all other persons. The Trustee's receipt of the purchase money shall be sufficient discharge to such purchaser from all obligations to see to the proper application of the purchase money.

6.9 Costs. All Costs incurred by Lender or Trustee in the exercise of any right or remedy under this Deed of Trust: (i) shall be immediately due and payable on demand; (ii) shall accrue interest under the Loan Agreement from the date of expenditure by Lender or Trustee; and (iii) shall be added to the Indebtedness secured by this Deed of Trust and the other Loan Documents and are prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Deed of Trust. This Section 6.9 shall apply whether or not the sum was expended or the cost or expense incurred while there is an Event of Default.

6.10 Expenses. Expenses of retaking, holding, preparing for sale, selling or the like pertaining to the Property shall be borne by Borrower and shall include Lender's and Trustee's Attorney Fees. Borrower, upon demand of Lender shall assemble the Property and make it available to Lender at the Property, a place which is deemed to be reasonably convenient to Lender and Borrower. Lender shall give Borrower at least ten (10) days prior written notice of the time and place of any public sale or other disposition of the Property or of the time after which any private sale or any other intended disposition is to be made. Any such notice sent to Borrower in the manner provided for the mailing of notices herein is deemed to be reasonable notice to Borrower.

6.11 Expenses during Redemption Period. The purchaser at any foreclosure sale hereunder may, during any redemption period under applicable law, make such repairs and take such actions on the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insurance of the Property. All sums expended by the purchaser in the exercise of any such right or remedy and all reasonable costs and expenses so incurred, together with interest thereon as provided in the Loan Agreement from the date of expenditure are Costs and shall be added to the amount required to be paid for the redemption from such sale.

6.12 Additional Provisions as to Remedies. No recovery of any judgment by Lender or Trustee and no levy of an execution upon the Property or any other property of Borrower shall affect the lien and security interest created by this Deed of Trust and such liens, rights, powers, and remedies shall continue unimpaired as before. Lender or Trustee may resort to any security given by this Deed of Trust or any other security now given or hereafter existing to secure the Indebtedness, in whole or in part, in such portions and in such order as Lender or Trustee may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights, or benefits granted hereunder. If Lender or Trustee has started enforcement of any right by foreclosure, sale, entry, or otherwise and such proceeding shall be discontinued, abandoned, or determined adversely for any reason, then Borrower and Lender and Trustee shall be restored to their former positions and rights under the Loan Documents with respect to the Property, subject to the lien and security interest hereof.

6.13 Waiver of Rights and Defenses. To the fullest extent Borrower may do so under applicable law, Borrower (a) will not at any time insist on, plead, claim, or take the benefit of any statute or rule of law now or later enacted providing for any appraisal, valuation, stay, extension, moratorium, redemption, rescission, or any statute of limitations; (b) for itself, its successors and assigns, and for any person ever claiming an interest in the Property (other than Lender), waives and releases all rights of redemption, reinstatement, valuation, appraisal, rescission, set-off, notice of intention to mature or declare due the whole of the Indebtedness, in the event of foreclosure (or extinguishment by transfer of title by power of sale) of the liens and security interests created under the Loan Documents; (c) shall not be relieved of its obligation to pay the Indebtedness as required in the Loan Documents nor shall the lien or priority of the Loan Documents be impaired by any agreement renewing, extending, or modifying the time of payment or the provisions of the Loan Documents (including a modification of any interest rate), unless expressly

released, discharged, or modified by such agreement. Regardless of consideration and without any notice to or consent by the holder of any subordinate lien, security interest, encumbrance, right, title, or interest in or to the Property, (i) Lender may release any person liable for payment of the Indebtedness or any portion thereof or any part of the security held for the Indebtedness, and (ii) any of the provisions of the Loan Documents may be modified without impairing or affecting the lien, security interest, or the priority of the modified Loan Documents as security for the Indebtedness over any such subordinate lien, security interest, encumbrance, right, title, or interest.

ARTICLE 7 ADDITIONAL TERMS

- 7.1 **No Waiver.** No failure or delay by Lender to insist upon strict, full and complete payment when due of any portion of the Indebtedness, or to insist upon the performance of any Secured Obligation when due, or to exercise any right or remedy hereunder shall constitute a waiver of any such failure to pay, or waiver of the breach of any such Secured Obligation, or a waiver of the later exercise of such right or remedy.
- 7.2 **Notices.** All notices or other written communications hereunder between Borrower and Lender shall be given as provided in the Loan Agreement. All notices to Trustee shall be delivered to the address indicated on page 1 of this Deed of Trust.
- 7.3 **Joinder of Foreclosure.** Should Lender hold any other or additional security for the performance of the Secured Obligations, its sale or foreclosure upon any Event of Default, in Lender's sole discretion, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure under this Deed of Trust.
- 7.4 **Governing Law.** This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Nevada without regard to its conflict of laws rules.
- 7.5 **Subordination.** At Lender's option evidenced by Lender's unilateral declaration to this effect, this Deed of Trust may be foreclosed subject to any or all Property Agreements or Leases and to any and all contracts of sale; provided that the lien of this Deed of Trust and Lender's rights to any proceeds and Net Proceeds for any Casualty or Taking shall remain prior.
- 7.6 **Waiver of Right to Trial by Jury.** Borrower waives, to the fullest extent allowed by law, the right to a jury trial in any action under or relating to the Loan Documents, all as provided in the Loan Agreement.
- 7.7 **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- 7.8 **Defense of Title and Rights under Documents.** Borrower shall forever warrant, defend and preserve Borrower's title to the Property, the validity, enforceability and priority of this Deed of Trust and the other Loan Documents and the lien or security interest created thereby, and any rights of Lender under the Loan Documents against the claims of all persons, and shall promptly notify Lender of any such claims. Lender is authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper for the defense of any such proceeding or the protection of the lien, security interest, validity, enforceability, or priority of the Loan Documents, title to or value of the Property, or any rights of Lender under the Loan Documents. Borrower authorizes Lender to take any actions required to be taken by Borrower, or permitted to be taken by Lender, in the Loan Documents in the name and on behalf of Borrower. Lender, without notice to or demand upon Borrower, and without waiving or releasing any Secured Obligations, Default or Event of Default, may (but shall not be obligated to) make such payment or perform such act for the account and at the expense of Borrower, and Borrower shall reimburse Lender on demand for all expenses (including attorneys' fees and costs of recovery) incurred by it in connection with the foregoing. All such expenses of Lender, until reimbursed

by Borrower, are Costs, shall be part of the Secured Obligations, shall bear interest from the date of demand at the Default Rate, and shall be secured by this Deed of Trust.

7.9 **Joint and Several Liability.** The liability of each Borrower and each general partner of a Borrower is joint and several with respect to all obligations under this Deed of Trust.

7.10 **Execution in Counterparts.** This Deed of Trust may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Deed of Trust may be detached from any counterpart of this Deed of Trust without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Deed of Trust identical in form hereto but having attached to it one or more additional signature pages.

7.11 **Certain Obligations Unsecured.** Notwithstanding anything to the contrary set forth herein or any of the Loan Documents, this Deed of Trust shall not secure the following obligations (the "**Unsecured Obligations**"): (a) any obligation evidenced by or arising under the Indemnity Agreement; or (b) any other obligation in this Deed of Trust or in any of the other Loan Documents to the extent that such other obligation relates specifically to the presence on the Property of Hazardous Materials (as defined in the Indemnity Agreement) and is the same or has the same effect as any of the obligations evidenced by or arising under the Indemnity Agreement. Any Event of Default under the Indemnity Agreement with respect to the Unsecured Obligations is an Event of Default under this Deed of Trust, notwithstanding the fact that the Unsecured Obligations are not secured by this Deed of Trust. Nothing in this Section shall, in itself, impair or limit Lender's right to obtain a judgment in accordance with applicable law after foreclosure for any deficiency in recovery of all Secured Obligations.

7.12 **Exhibit.** Borrower, by executing and delivering this Deed of Trust, and Lender, by accepting delivery, both acknowledge and agree that the attached Exhibit A for the legal description of the Land is incorporated here by this reference.

The rest of this page is left blank intentionally.

IN WITNESS WHEREOF, each Borrower has caused this Deed of Trust to be executed as of the day and year first above written.

SNYDER LIVESTOCK COMPANY, INC., a Nevada corporation

By: Lucy A. Rechel
Lucy A. Rechel, its President

LJ LAND LIMITED, a Nevada limited liability company

By: Lucy A. Rechel
Lucy A. Rechel, its Managing Member

By: Jim Snyder
Jim Snyder, its Managing Member

STATE OF NEVADA

) ss.

County of Lyon

On this 12 day of December, 2018, before me, the undersigned, a Notary Public in and for Lyon County, Nevada, personally appeared Lucy A. Rechel, known to me to be the President of SNYDER LIVESTOCK COMPANY, INC., a Nevada corporation, and known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the above instrument and acknowledged that she executed the same as said President.

WITNESS my hand and official seal.

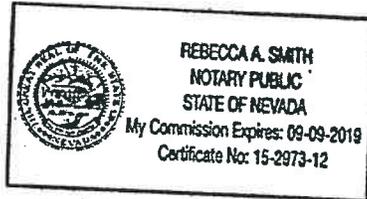


Rebecca A. Smith
NOTARY PUBLIC in and for the State of Nevada,
residing at 2465 Main St Yerington, NV 89447
My commission expires: 09-09-19

STATE OF NEVADA)
) ss.
County of Lyon)

On this 12 day of December, 2018, before me, the undersigned, a Notary Public in and for Lyon County, Nevada, personally appeared Lucy A. Rechel, known to me to be the Managing Member of **LJ LAND LIMITED**, a Nevada limited liability company, and known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the above instrument and acknowledged that she executed the same as said Managing Member.

WITNESS my hand and official seal.

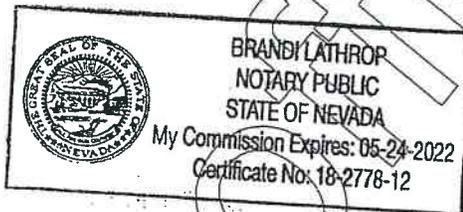


Rebecca Smith
NOTARY PUBLIC in and for the State of Nevada,
residing at 246 S Main St, Yerington, NV 89447
My commission expires: 09-09-19

STATE OF NEVADA)
) ss.
County of Lyon)

On this 13th day of December, 2018, before me, the undersigned, a Notary Public in and for Lyon County, Nevada, personally appeared Jim Snyder, known to me to be the Managing Member of **LJ LAND LIMITED**, a Nevada limited liability company, and known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the above instrument and acknowledged that she executed the same as said Managing Member.

WITNESS my hand and official seal.



Brandi Lathrop
NOTARY PUBLIC in and for the State of Nevada,
residing at 246 S Main St
My commission expires: 5-24-2022

EXHIBIT A

(Legal Description of the Land)

The Land is located in Lyon County, Nevada, and is legally described as follows:

PARCEL 1: (APN: 001-041-07, 08 and 09, Bridge Street Parcel)

All that certain real property being a portion of Section 15, T 13 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Parcels A, B, and C, as shown on the PARCEL MAP No. 1 for SNYDER LIVESTOCK COMPANY, INC., recorded in the Official Records of Lyon County, Nevada on September 26, 2006, as Document No. 392067.

Parcel 1A:

An easement to maintain, convey and/or drain irrigation water as created by Irrigation Easement recorded in Official Records of Lyon County, Nevada on December 7, 1998 as Document No. 226960, as created by Irrigation Easement recorded in Official Records of Lyon County, Nevada on June 11, 1999 as Document No. 235218, as created by Irrigation Easement recorded in Official Records of Lyon County, Nevada on June 16, 1999 as Document No. 235395, and also as shown on Parcel Map recorded on September 26, 2006 as Document No. 392067, Lyon County, Nevada Official Records.

PARCEL 2: (APN: 001-441-04 and 05, Bridge Street Parcel)

All that certain real property being a portion of Section 15, T 13 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Parcels D-1 and D-2, as shown on the PARCEL MAP No. 2 for SNYDER LIVESTOCK COMPANY, INC., recorded in the Official Records of Lyon County, Nevada on September 26, 2006, as Document No. 392068.

PARCEL 3: (APN: 001-441-02, Bridge Street Parcel)

All that certain real property being a portion of SW 1/4 of the SW 1/4 of Section 15, T 13 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Parcel C, as shown on the Parcel Map for Snyder Livestock Co. Inc., recorded in the Official Records of Lyon County, Nevada on September 23, 1994, as Document No. 175399.

PARCEL 4: (APN: 012-251-11, Home Parcel)

All that certain real property being a portion of the SW 1/4 of the NW 1/4 of Section 10, T 12 N, R 25 E, M.D.B. & M., Lyon County, Nevada, described as follows:

That certain Parcel as shown on the Parcel Map for Snyder Livestock Company, Inc., recorded in the Official Records of Lyon County, Nevada on October 4, 1993 as Document No. 165110.

Parcel 4A:

An easement for an existing well, pump house and water pipe lines on, over, under and across the following described property:

The SE 1/4 of the NW 1/4 of Section 10, T 12 N, R 25 E, M.D.B. & M.

PARCEL 5: (APN: 012-251-37, Home Parcel)

All certain real property, being a portion of Parcel "A" as shown on that certain map entitled "A Parcel Map for Snyder Livestock Company, Inc", lying in a portion of Sections 3, 4, 9 & 10, Township 12

North, Range 25 East, Mount Diablo Meridian, recorded in the Office of the Lyon County Recorder under File No. 322197, State of Nevada, being described as follows:

BEGINNING at the South 1/4 corner of Section 10 as shown on said map, File No. 322197, being the POINT OF BEGINNING; thence from said POINT OF BEGINNING and along the Southerly line of said Section 10, North $89^{\circ}18'25''$ West a distance of 1326.42 feet to the West 1/16 corner of said Section 10; thence leaving said Southerly line and along the sixteenth line, North $0^{\circ}45'03''$ East a distance of 1308.65 feet to the Southwest 1/16 corner of said Section 10; thence along the sixteenth line, North $89^{\circ}25'30''$ West a distance of 779.26 feet to a point on the East line of Parcel 2 as shown on said Parcel Map, File No. 322197; thence along the Easterly line of said Parcel 2, North $0^{\circ}34'30''$ East a distance of 50.00 feet to the Northeast corner of said Parcel 2; thence along the Northerly line of said Parcel 2, North $89^{\circ}25'30''$ West a distance of 1441.59 feet to the Northwest corner of said Parcel 2; thence along the Westerly line of said Parcel 2, South $0^{\circ}58'58''$ West a distance of 752.73 feet to a point of intersection with the centerline of Walker River as shown on said Parcel Map, File No. 322197; thence along said centerline the following courses: North $86^{\circ}54'14''$ West a distance of 39.50 feet; thence South $71^{\circ}47'36''$ West a distance of 293.76 feet; thence North $89^{\circ}35'36''$ West a distance of 145.40 feet; thence North $78^{\circ}33'10''$ West a distance of 349.88 feet; thence North $61^{\circ}51'11''$ West a distance of 198.71 feet; thence North $30^{\circ}59'23''$ West a distance of 696.82 feet; thence North $7^{\circ}50'42''$ East a distance of 228.49 feet; thence North $15^{\circ}51'35''$ West a distance of 714.77 feet; thence North $4^{\circ}30'36''$ West a distance of 130.64 feet; thence North $20^{\circ}29'03''$ East a distance of 369.54 feet to a point of intersection with East-West 1/4 Section line of the aforementioned Section 9 as shown on said Parcel Map, File No. 322197; thence along said East-West 1/4 Section line and leaving the centerline of said Walker River, North $88^{\circ}26'51''$ West a distance of 333.27 feet to the center 1/4 corner of said Section 9; thence along the North-South 1/4 Section line, North $0^{\circ}29'54''$ East a distance of 2639.95 feet to the North 1/4 corner of said Section 9; thence along the North-South 1/4 Section line of Section 4 as shown on said Parcel Map, File No. 322197, North $0^{\circ}14'48''$ East a distance of 1521.84 feet to the Southeast corner of Parcel 1, as shown on Record of Survey/Boundary Line Adjustment for "Peri & Peri, a Partnership and Snyder Livestock Company, Inc" File No. 247338, Lyon County Records; thence North $89^{\circ}11'53''$ West a distance of 388.80 feet to a point of intersection with the Easterly Right of Way of State Route 339 as shown on said record of Survey/Boundary Line Adjustment; thence along said right-of-way, North $4^{\circ}23'21''$ East a distance of 128.44 feet; thence leaving said right of way, South $87^{\circ}22'34''$ East a distance of 380.04 feet to the Southeast corner of the 4.32 Acre parcel as shown on said Record of Survey/Boundary Line Adjustment; thence along the Easterly line of said 4.32 acre parcel, North $0^{\circ}12'11''$ East a distance of 126.09 feet to a corner common to the adjusted Peri Parcel as shown on said Record of Survey/Boundary Line Adjustment; thence leaving said Easterly line and along a portion of the boundary of said adjusted Peri parcel, South $89^{\circ}10'31''$ East a distance of 223.18 feet; thence continuing along said boundary, North $0^{\circ}12'11''$ East a distance of 400.08 feet; thence South $89^{\circ}10'31''$ East a distance of 332.33 feet to a point of intersection with the centerline of Walker River as shown on said Record of Survey/Boundary line adjustment; Thence along said centerline the following courses: North $4^{\circ}31'24''$ East a distance of 193.74 feet; thence North $16^{\circ}39'22''$ East a distance of 167.53 feet; thence North $38^{\circ}40'09''$ East a distance of 159.47 feet to a point of intersection with the East-West 1/4 Section line of said Section 4 as shown on said Parcel Map, File No. 322197; thence along said East-West 1/4 Section line, South $88^{\circ}49'24''$ East a distance of 1909.59 feet to the West 1/4 corner of said Section 4; thence along Easterly line of said Section 4, South $0^{\circ}12'56''$ West a distance of 1329.31 feet to the South 1/16 corner of said Section 4; thence along the East-West sixteenth line of Section 3 as shown on said Parcel Map, File No. 322197, South $89^{\circ}02'40''$ East a distance of 1325.75 feet to the Southwest 1/16 corner of said Section 3, also being the Northwest corner of Parcel 2 as shown on Parcel Map for "Snyder Livestock Company, Inc", File No. 303559, Lyon County Records; thence along the North-South Sixteenth line of said Section 3 and along the Westerly line of said Parcel 2, South $0^{\circ}02'25''$ West a distance of 1330.75 feet to a point of intersection with the Southerly line of said Section 3 also being the West 1/16 corner of said Section 3; thence leaving said Southerly line and along the North-South

sixteenth line of Section 10 as shown on said Parcel Map, File No. 322197, and continuing along the Westerly line of said Parcel 2, South $0^{\circ}12'59''$ West a distance of 658.78 feet to the South West corner of Parcel 2 as shown on said parcel map, File No. 303559, Lyon County Records; thence continuing along said North-South sixteenth line, South $0^{\circ}12'59''$ West a distance of 608.80 feet to a point of intersection with boundary of the 19.98 acre (gross) parcel as shown on parcel map, File No. 165110, Lyon County Records; thence along said boundary, North $89^{\circ}29'01''$ West a distance of 9.64 feet to the beginning of a non-tangent curve to the right from which the radius point bears North $89^{\circ}29'01''$ West, having a radius of 20.00 feet, subtended by a central angle of $89^{\circ}55'12''$; thence along the arc of said curve a distance of 31.39 feet having a chord of South $45^{\circ}28'35''$ West and a distance of 28.26 feet to a point of the Northerly right of way of Snyder Lane as shown on said parcel map, File No. 165110; thence along said right of way, North $89^{\circ}33'49''$ West a distance of 631.74 feet to the Northwest corner of said 19.98 acre parcel; thence along the Westerly line of said 19.98 acre parcel, South $0^{\circ}03'58''$ West a distance of 1347.39 feet to the South West corner of said 19.98 acre parcel also being a point on the East-West 1/4 Section line of said Section 10; thence along the Southerly line of said 19.98 acre parcel and the East-West 1/4 Section line, South $89^{\circ}32'39''$ East a distance of 691.12 feet to the Southeast corner of said 19.98 acre parcel also being a point on the Easterly right of way of Osborne Lane as shown on said Parcel Map, File No. 165110; thence continuing along said East-West 1/4 Section line, South $89^{\circ}32'39''$ East a distance of 1282.65 feet to the center 1/4 corner of said Section 10; thence along the North-South 1/4 Section line of said Section 10, South $0^{\circ}31'10''$ West a distance of 2622.76 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM ("OSBORNE" PARCEL) All certain real property situated in a portion of the North 1/2 of the Southwest 1/4 of Section 10, Township 12 North, Range 25 East, Mount Diablo Meridian, shown as "Osborne" Parcel on the Map entitled "A Parcel Map for Snyder Livestock Company, Inc", File No. 322197, Lyon County Records, State of Nevada, being described as follows: Commencing at the South 1/4 Corner of said Section 10 as shown on said Parcel Map, thence from said point of commencement and along the Southerly line of said Section 10, North $89^{\circ}18'25''$ West a distance of 1293.22 feet to a point of intersection with the Easterly right of way of Osborne Lane as shown on said Parcel Map; thence along said Easterly right of way, North $0^{\circ}45'03''$ East a distance of 1860.44 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING and continuing along said Easterly right of way, North $0^{\circ}45'03''$ East a distance of 200.00 feet; thence leaving said Easterly right of way, North $85^{\circ}45'03''$ East a distance of 800.00 feet; thence South $0^{\circ}45'03''$ West a distance of 200.00 feet; thence South $85^{\circ}45'03''$ West a distance of 800.00 feet to the POINT OF BEGINNING.

Legal Description appeared previously in Document No. 451902, recorded on December 4, 2009, Official Records of Lyon County, Nevada Said parcel as further delineated on Lyon County Record of Survey Map, recorded on December 4, 2009 as Document No. 451901.

PARCEL 6: (APN: 012-271-05, Chase Parcel)

All that certain lot being that portion of the Northeast quarter of Section 10, T 12 N, R 25 E, M.D.B. & M., that is described as follows:

Beginning at a point on the North line of the said Northeast 1/4 of Section 10, from which the Northeast corner of said Section 10 bears South $89^{\circ}56'16''$ East a distance of 151.30 feet; thence North $89^{\circ}56'16''$ West along the North line of said Northeast 1/4 a distance of 2,482.63 feet to the Northwest corner thereof; thence South $0^{\circ}01'20''$ West along the West line of said Northeast 1/4 a distance of 2,630.60 feet to the Southwest corner thereof; thence North $89^{\circ}58'30''$ East along the South line of said Northeast 1/4 a distance of 2,641.32 feet to the Southeast corner thereof; thence continuing South $89^{\circ}16'30''$ East along the South line of the Southwest 1/4 of the Northwest 1/4 of Section 11, said Township and Range, a distance of 757.00 feet to a point of intersection with the West right of way line of Nevada State Highway Route 3; thence along said West right of way line North $0^{\circ}21'00''$ West a distance of 478.30 feet; thence

North 89°16'30" West a distance of 906.55 feet; thence North 0°08'30" West a distance of 2,146.57 feet to the point of beginning;

Legal Description appeared previously in Document No. 92511, recorded on May 3, 1985, Official Records of Lyon County, Nevada

Except Parcel A of that certain Parcel Map filed for record in the office of the County Recorder, Lyon County, Nevada as Official Record No. 91582 on March 7, 1985.

Parcel 6A:

An easement for ditch purposes, well maintenance and ditch maintenance as created by Grant of Easement recorded in the Official Records of Lyon County, Nevada on May 3, 1985 as Document No. 92512.

Parcel 6B:

An easement for road purposes as created in Grant of Easement recorded in the Official Records of Lyon County, Nevada on May 3, 1958 as Document No. 92513.

PARCEL 7: (APN 012-011-10, Cremetti Parcel)

All that certain real property situate in the County of Lyon, State of Nevada, described as follows: Township 13 North, Range 25 East, M.D.B.&M., Lyon County Nevada,

Section 35: E 1/2 of NE 1/4.

Section 36: W 1/2 of NW 1/4 and NW 1/4 of SW 1/4.

Said parcel as further delineated on Lyon County Record of Survey Map, recorded March 24, 2006, as Document No. 378573.

PARCEL 8: (APN 014-241-02, Cliff Parcel)

All that certain real property situate in the County of Lyon, State of Nevada, described as follows: Township 14 North, Range 25 East, M.D.B.&M.,

Section 21: N 1/2 of NE 1/4; SW 1/4 of NE 1/4; NW 1/4 of SE 1/4

Except that portion conveyed to Lawrence W. Fawcett and Wilma Fawcett in Deed recorded February 3, 1967 in Book 50 of Deeds, Page 67, described as follows:

That portion of the NW 1/4 of the NE 1/4 of Section 21, T 14 N, R 25 E, M.D.B.&M., as follows:

Beginning at the point on the South right-of-way line of Campbell Lane, from which the N 1/4 corner of said Section 21, located on the center line of said Campbell Lane, bears North 88°19'37" West, 686.08 feet; thence along the South right-of-way of said Campbell Lane, North 89°10'10" East, 237 feet; thence South 1°24'10" East, 295 feet; thence South 89°10'10" West, 374 feet; thence North 1°24'10" West, 295 feet; thence North 89°10'10" East, 137 feet to the point of beginning.

Except that portion conveyed to May Moilanen, a widow and Lawrence W. Fawcett and Wilma Fawcett in Deed recorded April 24, 1972, as Document No. 10105, described as follows:

A parcel of land located along the South side of Campbell Lane in the N 1/2 of the NE 1/4 of Section 21, T 14 N, R 25 E, M.D.B.&M., in Lyon County, Nevada, described as follows:

Beginning in the Northwest corner of the parcel on the South side of Campbell Lane from which the N 1/4 corner of said Section 21, bears North 88°58'08" West, 923.19 feet; thence along the South line of the road North 89°10'10" East, 471.00 feet; thence South 1°24'10" East, 295.00 feet; thence South 89°10'10" West, 471.00 feet; thence North 1°24'10" West, 295.00 feet to the point of beginning.

Except that portion conveyed to Vernon J. Farias and Belva Farias in Deed recorded March 23, 1967, in Book 50 of Deeds, Page 169, as follows:

That certain parcel of land located in the NW 1/4 of the NE 1/4 of Section 21, T 14 N, R 25 E, M.D.B.&M., in Lyon County, Nevada, described as follows:

Beginning at a point on the South right-of-way line of Campbell Lane from which the North 1/4 corner of Section 21, located on the centerline of Campbell Lane bears North 0°53'10" East, 30 feet; thence along Campbell Lane North 89°10'10" East, 349.61 feet; thence South 1°24'10" East, 242.00 feet; thence South 89°10'10" West, 357.60 feet; thence North 0°53'10" East, 242.07 feet to the point of beginning.

Except that portion conveyed to Alvin W. Matheus and Lois Matheus in Deed recorded June 2, 1967 in Book 50 of Deeds, Page 310, described as follows:

That certain parcel of land located in the NW 1/4 of NE 1/4 of Section 21, T 14 N, R 25 E, M.D.B.&M., in Lyon County, Nevada, and described as follows:

Beginning at a point on the South right-of-way line of Campbell Lane from which the N 1/4 corner of said Section 21, located on the centerline of Campbell Lane bears North 0°53'10" East, 30 feet thence North 89°10'10" East, 349.61 feet to the true point of beginning.

- 1st course: North 89°10'10" East, 200 feet; thence
- 2nd course: South 1°24'10" East, 242 feet; thence
- 3rd course: South 89°10'10" West, 200 feet; thence
- 4th course: North 1°24'10" East, 242 feet to the point of beginning.

Legal Description appeared previously in Document No. 120850, recorded on December 9, 1988, Official Records of Lyon County, Nevada.

Unofficial Copy



102 South Main Street • Yerington • Nevada • 89447
PHONE: 775-463-3511 Website: www.yerington.net FAX: 775-463-2284
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Memo

July 7, 2020

To: Yerington City Council

From: Angela Moore

Re: Grants

The City of Yerington is currently working on seven grants, collecting more information for one possible grant, and in the beginning stages of one project.

Grants:

- Coronavirus Relief Fund in the amount of \$591,873.00. No application is required to receive direct funding.
- USDA Rural Facilities Restroom Project in the amount of up to \$50,000.00. An application has been submitted and was approved.
- FEMA COVID-19 Grant is an ongoing event and the city has not submitted an application.
- FAA CARES Act for the Yerington Municipal Airport in the amount of \$30,000.00. An application has been submitted and was approved.
- FAA Master Plan for the Yerington Municipal Airport in the amount of \$300,000.00. An application has been submitted and was approved.
- Nevada Energy ChargePoint for vehicle charging stations in Yerington in the amount of up to \$50,000.00. An application has not been submitted.
- RCAC Rate Study/Analysis will provide rate recommendations at no cost.

Possible:

- Administrative Office of the Courts (AOC) of up to \$50,000.00 for Nevada Trial Court System Improvement.

Project:

- USDA Water and Sewer Project is in the pre-bid and bid opening stages for the city and colony.

Thank you,

A handwritten signature in cursive script that reads "Angela Moore". The signature is written in black ink and is positioned above the typed name.

Angela Moore
Deputy Clerk/Grants Administrator

RESOLUTION No. 2020-03

RESOLUTION OF THE CITY COUNCIL OF YERINGTON, NEVADA PROVIDING FOR THE TRANSFER OF THE CITY'S 2020 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes ("NRS") and Chapter 348A of the Nevada Administrative Code ("NAC"), there has been allocated to the City of Yerington, Lyon County, Nevada (the "City," "County" and "State," respectively), the amount of \$177,555.46 in tax-exempt private activity bond volume cap for year 2020 (the "2020 Bond Cap"); and

WHEREAS, the Nevada Rural Housing Authority (the "NRHA"), has requested that the City transfer its 2020 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income ("Single Family Programs"); and

WHEREAS, the City is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2020 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State; and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA's area of operation as "any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more."

NOW, THEREFORE, the City Council of the City does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the City hereby transfers its 2020 Bond Cap in the amount of \$177,555.46 to the NRHA for its Single Family Programs.

Section 3. Use of 2020 Bond Cap. The NRHA will use the 2020 Bond Cap for single family purposes in calendar year 2020 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of City. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the "Director") may contact Robert Switzer, City Manager, City of Yerington, regarding this Resolution at (775) 463-3511 or by email at Manager@Yerington.Net or in writing 102 S. Main Street, Yerington, Nevada 89447.

Section 5. Additional Action. The Mayor and Clerk of the City are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2020 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Ch. 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2020 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Diane Arvizo, Director of Homeownership Programs of the NRHA regarding this Resolution at (775) 886-7900 or by email at Diane@NVRural.Org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the City. This Resolution is not to be construed as a pledge of the faith and credit of or by the City, or of any agency, instrumentality, or subdivision of the City. Nothing in this Resolution obligates or authorizes the City to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this 13th day of July, 2020.

CITY OF YERINGTON, NEVADA

By _____
John J. Garry, Mayor

ATTEST:

By _____
Sheema D. Shaw, Interim City Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Sheema Shaw, am the duly chosen and qualified City Clerk of the City of Yerington, Nevada (the "*City*") and in the performance of my duties as City Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code ("*NAC*"), that the private activity bond volume cap allocated to the City in the amount of \$177,555.46 has been transferred as follows:

\$177,555.46 has been transferred pursuant to NAC 348A.180 from the City, a local government, located in Lyon County to the Nevada Rural Housing Authority, a local government, located within Lyon County for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

CITY OF YERINGTON, NEVADA

By _____
Sheema Shaw, City Clerk

cc: Diane Arvizo, Nevada Rural Housing Authority



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July 13, 2020

Lynn Heislein
Vice President
Relationship Manager
Wells Fargo
5340 Kietzke Lane, Suite 201
Reno NV 89511

Dear Ms. Heislein,

At this time the City of Yerington would like to close out our \$50,000 certificate of Deposit which is maturing later this month. We would like the funds transferred to the City of Yerington Checking account, #6480059344.

If you need anything further in order to process this request, please contact me at (775) 463-3511.

Respectfully,

A handwritten signature in blue ink, appearing to read "Robert Switzer".

Robert Switzer



102 South Main Street · Yerington · Nevada · 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
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June 4, 2020

Sent via Email and U.S. Mail

Robert Switzer, City Manager
City of Yerington
102 S. Main Street
Yerington, NV 89447
manager@yerington.net

Re: Booth Parr Field

Dear Robert:

The purpose of this communication is to report to you and the Council regarding the status of the City's transfer of Booth Parr Field (APN 001-061-04) to the Lyon County School District. As you know, the respective entities approved this transfer back in 2018. In order to prepare such transfer documents I typically acquire prior deeds related to the property to discern its legal description. When I pulled the various deeds ostensibly related to the Field, there were different legal descriptions. I contacted the County Recorder, who was able to input those descriptions into their system. That effort disclosed that none of the previously recorded legal descriptions apply to the Field.

I have attempted to engage several title companies to assist us with this transaction. One company indicated a belief that it could rely on the legal descriptions of adjacent properties and input the legal descriptions of the common boundaries to create a full description. However, the recorder would not approve, as descriptions to be recorded must either have been previously recorded, or must be presented for recording by a licensed engineer or land surveyor.

Another thought was to use a legal description recorded in 1921, however, that description included parts of Goldfield and Oregon Streets, for which there are no recorded street dedications. Thus, that description applied to more area than just the Field.

Nor will the Recorder accept a description that merely relies on the assessor's parcel number.

I previously reached out to the District's legal counsel regarding sharing some expenses—at the time, sharing the cost of a title policy—but I had no response other than confirmation of the inquiry. I am precluded from contacting the school district directly, as it is represented by counsel.

Robert Switzer, City Manager

June 4, 2020

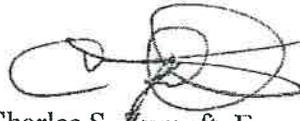
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In order to prepare the necessary deed, an engineer and or public land surveyor will need to be engaged. That work could be tedious (I don't know) given that the description must be consistent with the boundaries of the adjacent properties. Otherwise, those titles could be slandered. I lack the authority to commit the City to this expense; and in fact, I suggest that the district should pay this cost. Those political decisions are not mine to make.

In conclusion, be advised that the transfer of the Field has yet to occur. Completion will require the additional expenditure of funds and coordination with the school district. Absent further direction, I am at a stand-still on this project, and it will not be completed absent further effort. Please let me know if I can provide further assistance.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles S. Zumpft". The signature is stylized with several loops and a long horizontal stroke extending to the right.

Charles S. Zumpft, Esq.

CSZ:tl

Enclosure

cc: Sheema Shaw (sheema@verington.net)

cc: Mayor John Garry (jgarry@verington.net)



102 South Main Street Yerington Nevada 89447
PHONE: 775 463-3511 Website: www.yerington.net FAX: 775 463-2284
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Memo

July 7, 2020

To: Yerington City Council

From: Angela Moore

Re: Cleaning Service Quotes/Proposals

The City of Yerington has requested four quotes for cleaning services. These services will be provided at City Hall, the Public Works Shop, and the Police Department. The services will be performed once a week during business hours.

The City of Yerington received cleaning service proposals from:

- Mason Valley Janitorial located in Yerington proposed a total cost per month of \$1,075.00. This company has a business license with the City of Yerington.
- Kapra Cleaning, LLC located in Yerington proposed a total cost per month of \$1,042.08. This company has a business license with the City of Yerington.
- Servpro Industries, LLC located in Carson City, NV but also provides service to other counties including Lyon County. The total amount for the proposed quote will be \$2,500.00 for weekly cleanings and transportation.
- Sonia's Cleaning Services located in Carson City, NV proposed a total cost per month of \$2,700.00. The proposal will be charged per location.

The proposals provided were based on the use of each company's equipment and cleaning products. The City of Yerington will provide paper products, soaps, and trash bags in order to reduce the total cost. Each proposal was based on square footage of each location. Deputy Clerk/Grants Administrator Angela Moore would like to

apply this expense to a grant allocation from the Governor called the Coronavirus Relief Fund. All expenses will be covered under this grant until the end of the calendar year. A financial impact will be avoided because costs will be split between each department after the calendar year.

Thank you,

A handwritten signature in black ink that reads "Angela Moore". The signature is written in a cursive, flowing style.

Angela Moore
Deputy Clerk/Grants Administrator

Mason Valley Janitorial
8 Van Fleet Drive
Yerington, Nevada 89447
775-463-2052 Office
775-463-7906 Fax
775-560-2052 Cell
www.masonvalleyjanitorial.com
Facebook: Mason Valley Janitorial
Licensed, Bonded and Insured

Cleaning proposal / Contract
Between Mason Valley Janitorial and the City of Yerington
City Hall, Public Works, Police Department once a week service

City Hall and Public works buildings

Bathrooms: Empty trash cans, using supplied trash liners and putting trash into the dumpsters, clean and disinfect toilets and sinks, restock bathrooms with supplied paper products, sweep and mop floors.

Carpet: Vacuum all carpeted areas

Floors: Sweep and mop all floors

Front door glass: Clean inside and out

Police Department

Entry door glass: Clean inside and out

Countertops: Clean and disinfect including squad room

Trash: Empty all trash using supplied liners and put trash into dumpster

Interrogation room: Clean and disinfect table

Bathroom: Clean and disinfect toilet and sink, empty trash, spot clean walls, restock paper products and soap that city provides, sweep and mop floor.

Floors: Sweep and mop

Cleaning equipment, will be provided by Mason Valley Janitorial. Trash bags, paper products and soap provided by the city of Yerington

Total cost to clean will be in the amount of: \$1,075.00 per month

By signing this Proposal / contract, the parties mentioned above agree to the conditions outlined above until further notice.

Quoted by: Scott Edwards

Date: 6/24/2020

Acceptance of proposal / contract

Authorized Signature: _____ Date: _____



Kapra Cleaning LLC

Office Cleaning Proposal

Prepared for:
Yerington City Hall, Yerington Police
Department, Yerington Public works

Created by:
Kapra Cleaning LLC.

Nice to Meet You



At Kapra Cleaning, we are professionals who understand the importance of a clean environment. That's why we do all the scrubbing, dusting, and polishing so you and your employees can focus on the tasks at hand. Whether you need us on site during office hours or when everyone has left for the day, you can rest assured your workplace is receiving the utmost attention to detail.

Kapra Cleaning was founded on the principle of warm, friendly, and efficient service. Our staff knows how to get the job done, and we often exceed the expectations of our clients. We offer a range of services that we believe will fully meet your needs, and no office is too big or small for our skilled and experienced staff.

We look forward to a partnership with Yerington City Hall, Yerington Police Department, Yerington Public Works and keeping your office beautiful and spotless everyday.

Sincerely,
Kapra Cleaning LLC

Esau Aguilar

What to Expect

Kapra Cleaning will perform the following **office cleaning** services for Yerington City Hall, YPD, and Yerington Public Works: dusting, washing, and polishing of surfaces; vacuuming of carpets and/or cleaning of non-carpeted flooring; cleaning of all bathrooms, and food preparation areas; trash collection and removal.

All labor, supervision, materials, and equipment required to perform these tasks will be provided by Kapra Cleaning at the approval of Yerington City Hall, YPD, and Yerington Public Works.

The terms of this contract shall begin on the date the contract is signed and continue until the termination of this agreement. Yerington City Hall, YPD, and Yerington Public Works has sole discretion over ending this contract, as well as increasing or decreasing the scope of work, and will notify Kapra Cleaning of any changes within 10 days.

31 41



Frequency of Services

Yerington City Hall, Yerington Police Department, Yerington Public Works will set the schedule upon which Kapra will provide cleaning services: TBD

DAY OF SERVICE	SERVICE HOURS	
Monday	From	to
Tuesday	From	to
Wednesday	From	to
Thursday	From	to
Friday	From	to
Saturday	From	to
Sunday	From	to

Cleaning services will be performed at the offices of
Yerington City Hall
Yerington Police Department
Yerington Public Works

Supply List

PRODUCT

PURPOSE

Cleaning solution

Washing windows, surface areas

Plastic bags

Collecting refuse such as trash, recycling, composting

Vacuum

Cleaning floors, furniture

Mop and cleaning solution

Cleaning non-carpeted floors

Our Guarantee

Kapra Cleaning is fully licensed, bonded, and insured to provide professional **office cleaning** services. Documentation is available upon request.

If Yerington City Hall, YPD, and Yerington Public Works finds any of our services to be unsatisfactory, please contact Esau Aguilar within 24 hours and your issues will be mitigated at no additional cost. In the event that a dispute cannot be solved between Yerington City Hall, YPD, Yerington Public works and Kapra Cleaning, both parties agree to enter into arbitration in the State of Nevada.

Kapra Cleaning agrees to observe all holidays of Yerington City Hall, YPD, and Yerington Public Works and perform all services during the agreed upon days and times.

It is the policy of Kapra Cleaning that our team of cleaners will not eat in your office, use any of your facilities, answer phones, or give access to outside visitors. Communication between our staff and Yerington City Hall, YPD, and Yerington Public Works employees, if cleaning services are required during business hours, will be limited so as not to distract Yerington City Hall, YPD, and Yerington Public Works employees.

Pricing

The prices quoted herein will remain in effect for the length of this **office cleaning** contract, unless changes are agreed upon in writing by both parties. Cleaning services will be performed on a weekly basis, with payment due at the beginning of each month.

TYPE OF SERVICE	Price	QTY	Subtotal
Cleaning Fee/day Yerington Police Department 227 S Main St. Yerington, NV 89447	\$83.34	1	\$83.34
Cleaning products	\$3.50	1	\$3.50
Cleaning Fee/day Yerington City Hall 102 S Main St, Yerington, NV 89447	\$83.34	1	\$83.34
Cleaning Products	\$3.50	1	\$3.50
Cleaning Fee/day Yerington Public Works 215 Trowbridge Rd, Yerington NV 89447	\$83.34	1	\$83.34
Cleaning Products	\$3.50	1	\$3.50
			\$260.52
		Subtotal	\$260.52
		Discount	\$0.00
		Tax	\$0.00
		Weekly Total	\$260.52

Agreement of Service

By signing below, Yerington City Hall, YPD, Yerington Public Works and Kapra Cleaning agree to all provisions set forth in this proposal.

Kapra Cleaning LLC.

Signature _____

Date _____

Esau Aguilar

Yerington City Hall, YPD, and Yerington Public Works

Signature _____

Date _____

Professional Janitorial Service Proposal

Prepared for:

CITY OF HALL YERINGTON

**102 S Main St
Yerington , nevada 89447**

Submitted By:

Sonia's Cleaning Services

1197 Monte Rosa Dr
carson city, nevada 89701
sonia Diaz
owner
775-409-7212
soniaidalia0216@gmail.com

July 08, 2020

Sonia's Cleaning Services
1197 Monte Rosa Dr
carson city, nevada 89701

July 08, 2020

Angela Moore
CITY OF HALL YERINGTON
102 S Main St
Yerington, nevada 89447

Dear Angela Moore,

Subject: Janitorial Service Proposal - CITY OF HALL YERINGTON, 102 S Main St , Yerington , nevada 89447

Thank you for allowing Sonia's Cleaning Services to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Sonia's Cleaning Services, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Sonia's Cleaning Services, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

sonia Diaz
owner
Sonia's Cleaning Services

CITY OF HALL YERINGTON

Professional Janitorial Service Proposal

General

Sonia's Cleaning Services agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Sonia's Cleaning Services agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

Professional Cleaning Service Program: \$900.00/mo. That will include dusting, vacuuming and taking trash out one a week.

Special Services

Exterior windows can be cleaned - Price quoted upon request.

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 1 day per week.

The cleaning crew will observe holidays observed by the customer. Sonia's Cleaning Services is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Sonia's Cleaning Services can provide these products and invoice them separately.

Sonia's Cleaning Services will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Sonia's Cleaning Services will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Sonia's Cleaning Services will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Sonia's Cleaning Services will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by Sonia's Cleaning Services are deemed employees of Sonia's Cleaning Services and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Sonia's Cleaning Services is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Sonia's Cleaning Services is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20__, by and between Sonia's Cleaning Services, with its principal place of business located at 1197 Monte Rosa Dr,

carson city, nevada 89701 and CITY OF HALL YERINGTON with its principal place of business located at 102 S Main St , Yerington , nevada 89447.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Sonia's Cleaning Services

CITY OF HALL YERINGTON

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

CITY OF HALL YERINGTON

Job Specifications

Entrances

<u>Task Description</u>	<u>Service Days</u>
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Clean Both Sides Of Door Glass And Wipe Frames	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.

Lobbies

<u>Task Description</u>	<u>Service Days</u>
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.

Conference Rooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.

Offices

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.

Hallways

<u>Task Description</u>	<u>Service Days</u>
Detail Vacuum All Carpet	1 day/wk.

Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Dusting all areas	1 day/wk.
Clean And Polish Drinking Fountains	1 day/wk.

Restrooms

<u>Task Description</u>	<u>Service Days</u>
Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner	1 day/wk.

Lunchrooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Damp Wipe All Lunchroom Tables	1 day/wk.
Damp Wipe Eating Area Chairs	1 day/wk.
Damp Wipe Countertops Using Appropriate Cleaner	1 day/wk.
Clean Sinks Using Appropriate Cleaner	1 day/wk.
Clean Coffee Machine/Station	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.
Damp Clean Interior And Exterior Of Microwave	1 day/wk.
Empty And Remove Trash	1 day/wk.
Clean Refrigerator, Empty Contents If Requested	Monthly

Utility Rooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Vacuum All Carpet	1 day/wk.
Sweep Hard Surface Floors	1 day/wk.

Other Requirements

<u>Task Description</u>	<u>Service Days</u>
Site Supervision	1 day/wk.
Gather Supplies And Equipment For Shift	1 day/wk.
Clean And Arrange Janitor Closet	1 day/wk.
Prepare For The Next Day	1 day/wk.

Turn Off Lights - Per Instructions

1 day/wk.

Shut And Lock Doors, Set Alarm - Per Instructions

1 day/wk.

Professional Janitorial Service Proposal

Prepared for:

CITY PUBLIC WORKS YERINGTON

215 Trowbridge Rd
Yerington , nevada 89447

Submitted By:

Sonia's Cleaning Services

1197 Monte Rosa Dr
carson city, nevada 89701
sonia Diaz
owner
775-409-7212
soniaidalia0216@gmail.com

July 08, 2020

Sonia's Cleaning Services
1197 Monte Rosa Dr
carson city, nevada 89701

July 08, 2020

Angela
CITY PUBLIC WORKS YERINGTON
215 Trowbridge Rd
Yerington, nevada 89447

Dear Angela ,

Subject: Janitorial Service Proposal - CITY PUBLIC WORKS YERINGTON, 215 Trowbridge Rd , Yerington , nevada 89447

Thank you for allowing Sonia's Cleaning Services to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Sonia's Cleaning Services, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Sonia's Cleaning Services, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

sonia Diaz
owner
Sonia's Cleaning Services

CITY PUBLIC WORKS YERINGTON

Professional Janitorial Service Proposal

General

Sonia's Cleaning Services agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Sonia's Cleaning Services agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

1 Once A Week Professional Cleaning Service monthly fee **\$700.00 this will include vacuum,Dusting,taking taking out once a week.**

Special Services

Exterior windows can be cleaned - Price quoted upon request.

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 1 day per week.

The cleaning crew will observe holidays observed by the customer. Sonia's Cleaning Services is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Sonia's Cleaning Services can provide these products and invoice them separately.

Sonia's Cleaning Services will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Sonia's Cleaning Services will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Sonia's Cleaning Services will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Sonia's Cleaning Services will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by Sonia's Cleaning Services are deemed employees of Sonia's Cleaning Services and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Sonia's Cleaning Services is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Sonia's Cleaning Services is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20__, by and between Sonia's Cleaning Services, with its principal place of business located at 1197 Monte Rosa Dr,

carson city, nevada 89701 and CITY PUBLIC WORKS YERINGTON with its principal place of business located at 215 Trowbridge Rd , Yerington , nevada 89447.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Sonia's Cleaning Services

Signature: _____

Name: _____

Date: _____

Title: _____

CITY PUBLIC WORKS YERINGTON

Signature: _____

Name: _____

Date: _____

Title: _____

CITY PUBLIC WORKS YERINGTON

Job Specifications

Entrances

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Clean Both Sides Of Door Glass And Wipe Frames	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.

Lobbies

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Clean And Sanitize Telephones	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.

Conference Rooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Clean And Sanitize Telephones	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.

Offices

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.

Clean And Sanitize Telephones	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.

Hallways

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Clean And Polish Drinking Fountains	1 day/wk.

Restrooms

<u>Task Description</u>	<u>Service Days</u>
Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner	1 day/wk.

Lunchrooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean Vending Machines, Walls And Light Switches	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Damp Wipe All Lunchroom Tables	1 day/wk.
Damp Wipe Eating Area Chairs	1 day/wk.
Damp Wipe Countertops Using Appropriate Cleaner	1 day/wk.
Clean Sinks Using Appropriate Cleaner	1 day/wk.
Clean Coffee Machine/Station	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.
Damp Clean Interior And Exterior Of Microwave	1 day/wk.
Empty And Remove Trash	1 day/wk.
Clean Refrigerator, Empty Contents If Requested	Monthly

Utility Rooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Spot Vacuum All Carpet	1 day/wk.
Sweep Hard Surface Floors	1 day/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	1 day/wk.

Other Requirements

<u>Task Description</u>	<u>Service Days</u>
Site Supervision	1 day/wk.
Gather Supplies And Equipment For Shift	1 day/wk.
Clean And Arrange Janitor Closet	1 day/wk.
Prepare For The Next Day	1 day/wk.
Turn Off Lights - Per Instructions	1 day/wk.
Shut And Lock Doors, Set Alarm - Per Instructions	1 day/wk.

Professional Janitorial Service Proposal

Prepared for:

POLICE DEPARTMENT YERINGTON

**227 S MAIN ST
Yerington , nevada 89447**

Submitted By:

Sonia's Cleaning Services

1197 Monte Rosa Dr
carson city, nevada 89701
sonia Diaz
owner
775-409-7212
soniaidalia0216@gmail.com

July 08, 2020

Sonia's Cleaning Services
1197 Monte Rosa Dr
carson city, nevada 89701

July 08, 2020

Angela
POLICE DEPARTMENT YERINGTON
227 S MAIN ST
Yerington, nevada 89447

Dear Angela ,

Subject: Janitorial Service Proposal - POLICE DEPARTMENT YERINGTON, 227 S MAIN ST , Yerington , nevada 89447

Thank you for allowing Sonia's Cleaning Services to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Sonia's Cleaning Services, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Sonia's Cleaning Services, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

sonia Diaz
owner
Sonia's Cleaning Services

POLICE DEPARTMENT YERINGTON

Professional Janitorial Service Proposal

General

Sonia's Cleaning Services agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Sonia's Cleaning Services agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

1 day per week Professional Cleaning Service Program: \$800.00/mo. Will include dusting,vacuum,taking trash out one day per week

Special Services

Exterior windows can be cleaned - Price quoted upon request.

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 1 day per week.

The cleaning crew will observe holidays observed by the customer. Sonia's Cleaning Services is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Sonia's Cleaning Services can provide these products and invoice them separately.

Sonia's Cleaning Services will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Sonia's Cleaning Services will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Sonia's Cleaning Services will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Sonia's Cleaning Services will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employee Status

Personnel supplied by Sonia's Cleaning Services are deemed employees of Sonia's Cleaning Services and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Sonia's Cleaning Services is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Sonia's Cleaning Services is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The term of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20__, by and between Sonia's Cleaning Services, with its principal place of business located at 1197 Monte Rosa Dr,

carson city, nevada 89701 and POLICE DEPARTMENT YERINGTON with its principal place of business located at 227 S MAIN ST , Yerington , nevada 89447.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Sonia's Cleaning Services

POLICE DEPARTMENT YERINGTON

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

POLICE DEPARTMENT YERINGTON

Job Specifications

Entrances

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Clean Both Sides Of Door Glass And Wipe Frames	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.

Lobbies

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.

Conference Rooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.

Offices

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.

Clean And Sanitize Telephones	1 day/wk.
Empty And Remove Trash, Replace Liner If Needed	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.

Hallways

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Clean And Polish Drinking Fountains	1 day/wk.

Restrooms

<u>Task Description</u>	<u>Service Days</u>
Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner	1 day/wk.

Lunchrooms

<u>Task Description</u>	<u>Service Days</u>
Detail Dust - High And Low Areas	1 day/wk.
Spot Clean Vending Machines, Walls And Light Switches	1 day/wk.
Arrange Furniture	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Vacuum - Corners And Edges	1 day/wk.
Dust Mop Hard Surface Floors	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Damp Wipe All Lunchroom Tables	1 day/wk.
Damp Wipe Eating Area Chairs	1 day/wk.
Damp Wipe Countertops Using Appropriate Cleaner	1 day/wk.
Clean Sinks Using Appropriate Cleaner	1 day/wk.
Clean Coffee Machine/Station	1 day/wk.
Vacuum Walk-Off Mats	1 day/wk.
Damp Clean Interior And Exterior Of Microwave	1 day/wk.
Empty And Remove Trash	1 day/wk.
Clean Refrigerator, Empty Contents If Requested	Monthly

Utility Rooms

Task Description

Detail Dust - High And Low Areas
Spot Clean All Walls, Light Switches And Doors
Spot Vacuum All Carpet
Sweep Hard Surface Floors
Spot Mop Stains And Spills Using Appropriate Cleaner

Service Days

1 day/wk.
1 day/wk.
1 day/wk.
1 day/wk.
1 day/wk.

Other Requirements

Task Description

Site Supervision
Gather Supplies And Equipment For Shift
Clean And Arrange Janitor Closet
Prepare For The Next Day
Turn Off Lights - Per Instructions
Shut And Lock Doors, Set Alarm - Per Instructions

Service Days

1 day/wk.
1 day/wk.
1 day/wk.
1 day/wk.
1 day/wk.
1 day/wk.



Fire & Water - Cleanup & Restoration™

Like it never even happened.®
Independently Owned and Operated

of Carson City/ Douglas County/ South Lake Tahoe
Apex Systems, Inc. dba SERVPRO

P.O. Box 764 • Zephyr Cove, NV 89448
B: (775)588-2355 • Fax: (775)588-2354

Authorization Weekly Cleaning (During business hours)

Estimate Date: 7/8/2020

Customer Name: City of Yerington

Contact: Angela Moore

E-mail: angelam@yerington.net

Property to be serviced: City Hall, Public works, Police Department

Phone #: 775-463-3511

For the weekly cleanings:

Interior:

- Dusting/wet clean walls (as needed)
- Clean doors/door hardware
- Wipe down tables, countertops
- Check window and door glass (leave streak free)
- Vacuum floors/rugs
- Take out trash
- Change out trash bags (Provided by customer)
- Clean toilets, urinals, sinks

- Clean stall/entry doors
- Spot clean splash areas
- Clean changing tables, paper dispensers
- Clean mirrors
- Wet mop floors
- Restock toiletries, paper products and trash bags

Exterior:

- Clean doors
- Disinfect trash bins
- Check entry window glass for streaks (clean if necessary)

Customer to provide all paper products

Total per week for all three locations: \$2,250

Total for Transportation: \$250

Total for weekly clean & transportation: \$2,500.00

Servpro guarantees that all work will be done according to IAQA guidelines. Thank you for the opportunity to serve. Sincerely,

Joe Saponaro, SERVPRO®

PAYMENT TERMS AND CONDITIONS:

Total due upon Completion

- A. Payment in full not received within 30 days of completion will incur a 1.5% finance charge per month on any remaining balance.
- B. Payment in full not received within 90 days of completion will go into collection procedures, which involve a 3% monthly collection fee in addition to finance charges on any outstanding balance.
- C. This estimate is good for 10 days after estimate date shown above.

Agreed to: Customer Signature

Date

CITY OF YERINGTON

Check Register - BIG Council report
 Check Issue Dates: 6/16/2020 - 6/29/2020

Report Criteria:

Report type: Invoice detail
 Check Type = (<>) "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
32476	06/20	06/16/2020	32476	1021 AFLAC	935121	AFLAC INSURANCE	00-00-00-2015	267.47	267.47
Total 32476:									
32477	06/20	06/16/2020	32477	2058 FRONTIER	60420CH	TELEPHONE	03-54-25-7033	178.14	178.14
06/20	06/16/2020	32477	2058 FRONTIER		60720AIR	TELEPHONE	01-55-27-7033	48.57	48.57
06/20	06/16/2020	32477	2058 FRONTIER		60720PW	TELEPHONE	03-54-25-7033	106.72	106.72
Total 32477:									
32478	06/20	06/16/2020	32478	1820 RENNER EQUIPMENT CO.	MAY20	EQUIPMENT	02-54-25-7043	382.64	382.64
Total 32478:									
32479	06/20	06/16/2020	32479	1824 RENO GAZETTE-JOURNAL	0003344748	LEGAL ADVERTISING	01-51-14-7026	97.42	97.42
Total 32479:									
32480	06/20	06/16/2020	32480	1938 SOUTHWEST GAS CORP	60120PD	UTILITIES	01-52-20-7033	33.78	33.78
Total 32480:									
32481	06/20	06/16/2020	32481	2028 U.S. POSTAL SERVICE	61220	POSTAGE FOR MACHINE	03-54-25-7011	600.00	600.00
Total 32481:									
32482	06/20	06/16/2020	32482	1406 WELLS FARGO BANK-REMIT. CNTR	JUNE20SHE	SHEEMA - CREDIT CARD	01-51-14-7041	558.95	558.95

CITY OF YERINGTON

Check Register - BIG Council report

Check Issue Dates: 6/16/2020 - 6/29/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 32482:									
32483	06/20	06/23/2020	32483	6336 BLANCHARD, KRASNER & FRENCH	105341	SERVICES	02-00-00-1580	625.00	625.00
Total 32483:									
32484	06/20	06/23/2020	32484	6217 CAMPI, JOHN	62220	INSURANCE REIMBURSE	00-00-00-2023	212.88	212.88
Total 32484:									
32485	06/20	06/23/2020	32485	1633 GUARDIAN- DENTAL	JULY2020	DENTAL INSURANCE- RE	00-00-00-2023	1,221.74	1,221.74
Total 32485:									
32486	06/20	06/23/2020	32486	1948 GUARDIAN- LIFE	JULY2020	HOSPITAL INS. - LIFE	00-00-00-2023	325.00	325.00
Total 32486:									
32487	06/20	06/23/2020	32487	6169 INGERSON, TRUDY	MT19165	BAIL REFUND HERNAND	01-17-00-3148	690.00	690.00
Total 32487:									
32488	06/20	06/23/2020	32488	1566 LYON COUNTY CLERK TREASURER	MAY20RMTX	ROOM TAX TRANSMITTA	08-56-35-8081	599.55	599.55
Total 32488:									
32489	06/20	06/23/2020	32489	1621 MCMASTER-CARR	40408510	EQUIPMENT	02-54-25-7011	105.97	105.97
Total 32489:									

CITY OF YERINGTON

Check Register - BIG Council report
 Check Issue Dates: 6/16/2020 - 6/29/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
32490	06/20	06/23/2020	32490	2227 MOURITSEN LAW	061820	LEGAL SERVICES	01-53-15-7031	500.00	500.00
Total 32490:									
32491	06/20	06/23/2020	32491	1888 SIERRA CONTROLS, LLC	121697	SERVICES	02-54-25-7011	3,737.90	3,737.90
Total 32491:									
32492	06/20	06/23/2020	32492	1961 STATE OF NV-DEPT OF TAX	MAY20RMTX	ROOM TAX TRANSMITTA	08-56-35-8080	359.73	359.73
Total 32492:									
32493	06/20	06/23/2020	32493	1886 THATCHER COMPANY OF NEVADA, IN	5060050	WATER TREATMENT PLA	03-54-25-7050	264.95	264.95
06/20	06/23/2020	32493	1886 THATCHER COMPANY OF NEVADA, IN	5060052	5060052	WATER TREATMENT PLA	02-54-25-7050	2,463.85	2,463.85
Total 32493:									
32494	06/20	06/23/2020	32494	2046 USA BLUEBOOK	249843	MATERIALS	02-54-25-7011	32.60	32.60
06/20	06/23/2020	32494	2046 USA BLUEBOOK	260551	260551	MATERIALS	02-54-25-7050	250.35	250.35
06/20	06/23/2020	32494	2046 USA BLUEBOOK	260553	260553	MATERIALS	02-54-25-7050	1,425.44	1,425.44
06/20	06/23/2020	32494	2046 USA BLUEBOOK	260557	260557	MATERIALS	02-54-25-7011	36.00	36.00
Total 32494:									
32495	06/20	06/23/2020	32495	2063 VISION SERVICE PLAN (NV)	JULY2020	VISION SERVICES- RETI	00-00-00-2023	150.96	150.96
Total 32495:									
32496	06/20	06/23/2020	32496	1406 WELLS FARGO BANK-REMIT. CNTR	060520DEN	DENNIS - CREDIT CARD	03-54-25-7043	460.12	460.12
Total 32496:									

CITY OF YERINGTON

Check Register - BIG Council report
 Check Issue Dates: 6/16/2020 - 6/29/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
32497	06/20	06/23/2020	32497	1406 WELLS FARGO BANK-REMIT. CNTR	060220JAY	JAY - CREDIT CARD	02-54-25-7043	3,134.96	3,134.96
Total 32497:									
32502	06/20	06/29/2020	32502	1021 AFLAC	355924	AFLAC INSURANCE	00-00-00-2015	267.47	267.47
Total 32502:									
32503	06/20	06/29/2020	32503	6323 BROWN, JEREMIAH	60820	VEST REIMBURSEMENT	01-52-20-7022	850.00	850.00
Total 32503:									
32504	06/20	06/29/2020	32504	1266 DINI'S LUCKY CLUB	JAN-JUNE202	ROOM TAX REIMBURSE	08-14-25-8080	6,000.00	6,000.00
Total 32504:									
32505	06/20	06/29/2020	32505	6283 DOUBLE A AUTO	3848	AUTO REPAIRS	01-52-20-7044	105.09	105.09
Total 32505:									
32506	06/20	06/29/2020	32506	1313 EMPLOYEE-MANAGEMENT RELATION	AA20-333	EMPLOYEE MANAGEMEN	01-51-14-7018	63.00	63.00
Total 32506:									
32507	06/20	06/29/2020	32507	2058 FRONTIER	62220CH	TELEPHONE	03-54-25-7033	420.86	420.86
06/20	06/29/2020	32507	2058 FRONTIER	62220PD	62220PD	TELEPHONE	01-52-20-7033	357.34	357.34
06/20	06/29/2020	32507	2058 FRONTIER	62220PW	62220PW	TELEPHONE	03-54-25-7033	156.50	156.50
Total 32507:									
32508	06/20	06/29/2020	32508	1579 MACHABEE CAPITAL, INC	27999	EQUIPMENT LEASE	01-52-20-7041	260.09	260.09

CITY OF YERINGTON

Check Register - BIG Council report
Check Issue Dates: 6/16/2020 - 6/29/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 32508:									
32509	06/20	06/29/2020	32509	1902 NV ENERGY	312572-620	POWER	23-54-25-7033	233.70	233.70
	06/20	06/29/2020	32509	1902 NV ENERGY	513290-620	POWER	23-54-25-7033	86.34	86.34
	06/20	06/29/2020	32509	1902 NV ENERGY	533954-620	POWER	01-55-27-7033	54.80	54.80
	06/20	06/29/2020	32509	1902 NV ENERGY	546699-620	POWER	03-54-25-7033	78.13	78.13
Total 32509: 452.97									
32510	06/20	06/29/2020	32510	1806 QUILL CORPORATION	7906367	OFFICE SUPPLIES	01-52-20-7011	21.99	21.99
Total 32510: 21.99									
32511	06/20	06/29/2020	32511	1890 SIERRA ELECTRONICS	AR23371	2020 TAHOE	01-52-20-7044	13,743.36	13,743.36
Total 32511: 13,743.36									
32512	06/20	06/29/2020	32512	2051 VALLEY TIRE & AUTO SERVICE	4050	SERVICES & REPAIRS	01-52-20-7044	17.50	17.50
Total 32512: 17.50									
32513	06/20	06/29/2020	32513	6345 VANWINKLE, AARON	62920	UTILITY REFUND	00-00-00-1075	77.91	77.91
Total 32513: 77.91									
32514	06/20	06/29/2020	32514	2060 VERIZON WIRELESS	9857139691	WIRELESS SERVICE	03-54-25-7033	798.29	798.29
Total 32514: 798.29									
32515	06/20	06/29/2020	32515	2060 VERIZON WIRELESS	9857158081	WIRELESS SERVICE	01-52-20-7033	677.84	677.84

CITY OF YERINGTON

Check Register - BIG Council report

Check Issue Dates: 6/16/2020 - 6/29/2020

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 32515:									
32516	06/20	06/29/2020	32516	1406 WELLS FARGO BANK-REMIT. CNTR	60520DAR	DARREN - CREDIT CARD	01-52-20-7011	43.94	43.94
Total 32516:									
32517	06/20	06/29/2020	32517	2098 YERINGTON AUTO PARTS	MAY2020	SUPPLIES	03-54-25-7044	9.16	9.16
Total 32517:									
Grand Totals:									
									677.84
									43.94
									43.94
									9.16
									9.16
									43,194.00

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-1075	77.91	.00	77.91
00-00-00-2015	534.94	.00	534.94
00-00-00-2023	1,910.58	.00	1,910.58
00-00-00-2200	.00	2,523.43	2,523.43
01-00-00-2200	.00	18,270.16	18,270.16
01-17-00-3148	690.00	.00	690.00
01-51-14-7011	310.69	.00	310.69
01-51-14-7018	63.00	.00	63.00
01-51-14-7026	97.42	.00	97.42
01-51-14-7033	166.53	.00	166.53
01-51-14-7041	1.99	.00	1.99
01-52-20-7011	65.93	.00	65.93
01-52-20-7022	850.00	.00	850.00
01-52-20-7033	1,068.96	.00	1,068.96
01-52-20-7041	260.09	.00	260.09
01-52-20-7044	13,865.95	.00	13,865.95
01-53-15-7031	500.00	.00	500.00
01-54-26-7011	85.77	.00	85.77

GL Account	Debit	Credit	Proof
01-55-27-7033	103.37	.00	103.37
01-56-35-7011	71.49	.00	71.49
01-56-35-7043	46.44	.00	46.44
01-59-35-7033	22.53	.00	22.53
02-00-00-1580	625.00	.00	625.00
02-00-00-2200	.00	13,068.11-	13,068.11-
02-54-25-7011	5,833.56	.00	5,833.56
02-54-25-7033	797.47	.00	797.47
02-54-25-7043	1,672.44	.00	1,672.44
02-54-25-7050	4,139.64	.00	4,139.64
03-00-00-2200	.00	2,052.98-	2,052.98-
03-54-25-7011	846.96	.00	846.96
03-54-25-7033	752.11	.00	752.11
03-54-25-7043	179.80	.00	179.80
03-54-25-7044	9.16	.00	9.16
03-54-25-7050	264.95	.00	264.95
08-00-00-2200	.00	6,959.28-	6,959.28-
08-14-25-8080	6,000.00	.00	6,000.00
08-56-35-8080	359.73	.00	359.73
08-56-35-8081	599.55	.00	599.55
23-00-00-2200	.00	320.04-	320.04-
23-54-25-7033	320.04	.00	320.04
Grand Totals:	43,194.00	43,194.00-	.00

Dated: _____
Mayor: _____
City Council: _____

City Recorder: _____

Report Criteria:
Report type: Invoice detail
Check_Type = {<->} "Adjustment"

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
Grand Totals:			48					67,809.56-

Report Criteria:

- Computed checks included
- Manual checks included
- Supplemental checks included
- Termination checks included
- Void checks included

Report Criteria:
Transmittal checks included
Void checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
06/14/2020	CDPT	06/15/2020	32475	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	31.11-
06/14/2020	CDPT	06/15/2020	32475	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	124.42-
06/14/2020	CDPT	06/15/2020	32475	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	103.68-
06/14/2020	CDPT	06/15/2020	32475	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	31.10-
06/14/2020	CDPT	06/15/2020	32475	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	124.42-
06/14/2020	CDPT	06/15/2020	32475	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	103.69-
06/14/2020	CDPT	06/15/2020	32475	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	01-00-00-202	1,751.42-
06/14/2020	CDPT	06/15/2020	32475	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	02-00-00-202	2,596.30-
06/14/2020	CDPT	06/15/2020	32475	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	03-00-00-202	2,118.54-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Police Pay Period: 6	01-00-00-202	6,145.73-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	33.59-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	134.36-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	111.96-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	01-00-00-202	33.60-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	02-00-00-202	134.36-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Employee Contrib. P	03-00-00-202	111.95-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	01-00-00-202	1,746.86-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	02-00-00-202	2,586.66-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Regular Employees	03-00-00-202	2,108.93-
06/28/2020	CDPT	06/29/2020	32500	PUBLIC EMPLOYEES RETIREM	2	Retirement - Police Pay Period: 6	01-00-00-202	6,130.80-
06/14/2020	CDPT	06/29/2020	32501	YERINGTON POLICE OFFICERS	2	Retirement - Council Pay Period:	01-00-00-202	438.55-
06/28/2020	CDPT	06/29/2020	32501	YERINGTON POLICE OFFICERS	6	Police Dues Pay Period: 6/14/202	01-00-00-202	93.00-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	6	Police Dues Pay Period: 6/28/202	01-00-00-202	93.00-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	10.49-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	7.55-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	7.54-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	10.49-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	7.55-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	7.54-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	296.62-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	139.45-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	113.55-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	296.59-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	139.48-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	113.55-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	01-00-00-201	2,402.36-
06/14/2020	CDPT	06/15/2020	6152001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	02-00-00-201	944.08-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	03-00-00-201	734.73-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	29.50-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	13.65-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	13.63-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	01-00-00-201	29.50-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	02-00-00-201	13.65-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Social Security Pay	03-00-00-201	13.63-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	325.14-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	142.59-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	116.26-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	01-00-00-201	324.86-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	02-00-00-201	142.68-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Medicare Pay Perio	03-00-00-201	116.45-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	01-00-00-201	2,430.96-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	02-00-00-201	963.28-
06/28/2020	CDPT	06/29/2020	6292001	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding	03-00-00-201	748.86-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
Grand Totals:			53					37,544.24-

Report Criteria:

- Transmittal checks included
- Void checks included

City Hall Department Report for Council

Date: July 13, 2020
 From: Sheema D. Shaw
 Administrative Director/Interim City Clerk
 For: May 2020

Payroll and Pay-bill

Payroll and Pay-bill had no issues to report.

Court:

The Yerington Municipal Court has 3 scheduled court days a month.

2 Arraignment Days (Two Wednesdays per month)

1 Pre-trial Day (One Thursday per month)

There were a total of:

MONTH OF	Citations received YPD	Citations received other agency's	ARRAIGNMENTS (First time in Court)	PRE-TRIAL CONFERENCE	TRIALS	CRIMINAL COMPLAINTS	REVIEW/PAYMENT, ETC.
October	8	0	14	15	0	2	38
November	15	0	23	16	1	0	38
December	5	3	22	17	0	0	41
January	8	3	10	24	0	4	45
February	4	3	16	16	0	0	33
March	3	0	16	11	0	0	32
April	3	0	2	0	0	6	0
May	9	0	1	0	1	0	16

** Review/Payment, Etc." These are ongoing cases that were seen in court (A review of those who must complete counseling, sentencing, owe payments, etc.) to make sure those defendants are on track.

Cash receipting

The following is a monthly average payments that were received and cash receipted

Month	Average # of Payments Received
October	2486
November	2231
December	2186
January	2466
February	2168
March	2110
April	2086
May	2036

Business licenses

For Month of	NEW	CLOSED	REVOKED	ADJUSTMENTS	DELINQUENT
September	9	0	1	0	0
October	5	1	0	0	0
November	0	1	0	0	0
December	2	0	3	0	0
January 2020	8	0	3	0	0
February 2020	0	0	1	0	0
March 2020	3	0	0	0	0
April 2020	7	1	0	0	0
May 2020	10	0	0	0	35

Code enforcement

MONTH OF:	RECEIVED:	CLOSED:	OPEN (TOTAL)
April	6	6	0
May	12	10	2
June	4	1	3
July	11	1	10
August	25	3	22
September	13	8	5
October	8	5	3
November	5	1	4
December	2	2	0
January 2020	11	8	3
February 2020	5	4	1
March 2020	1	0	1
April 2020	2	1	1
May	2	1	1

Room Tax

Monthly fees from the motels have been received and processed.

MONTH	AMOUNT COLLECTED
OCTOBER	\$8,032.70
NOVEMBER	\$10,214.43
DECEMBER	\$7,135.52
JANUARY	\$6,824.72
FEBRUARY	\$7709.16
March	\$6572.60
April	\$5636.20
May	\$5,755.67

Animal Shelter

MONTH OF:	VOLUNTEER HOURS	ADOPTION	IMPOUND	LC IMPOUND	SURRENDERS	RETURNED TO OWNER	CURRENTLY SHELTERED
October	338.5	3	11	3	2	3	15
November	326.25	3	7	1	3	2	13
December	365.50						
January 2020	473.5	3	13	9	5	4	12
February	437	7	4	0	0	0	10
March	377	6	6	0	1	3	8
April	368.5	6	10	1	3	1	9
May	382.25	4	8	0	2	7	7

Utility Billing

Month of:	* 24 hour notices	**Shut offs
July	48	14
August	36	15
September	47	unk
October	57	25
November	0	0
December	0	0
January 2020	80	28
February 2020	49	19
March	0	0
April	0	0
May	0	0

Building Permits

Building permits submitted are listed below. If an amount is listed, the permit is complete

Month of:	Submitted	Issued	Pending
October	4	4	1
November	5	4	1
December	7	5	3
January	7	6	5
February	2	2	0
March	6	2	1
April	4	4	0
May	6	5	1
June	5	4	1

Permits Issued and pending

1/28/2020	5091	PATRICIA FITZGERALD	ELECTRICAL UPGRADE	\$25.00
2/18/2020	5092	DONNA HALGRIMSON	ELECTRICAL UPGRADE	\$50.00
2/19/2020	5093	CARLTON POLE	ELECTRICAL UPGRADE	\$50.00
3/3/2020	5094	WALKER RIVER COOLING	WR COOLING EXPANSION	\$21,646.75
3/5/2020	5095	NORMAN MONTELATICI	GAS UPGRADE	\$50.00
4/3/2020	5096	KEJO INC	LIGHTING	\$655.50
4/9/2020	5097	JOHN & TAMMIE REID	FREE STANDING PATIO	\$216.00
	5098	PERI & PERI LLC	SITE IMPROVEMENTS	
4/23/2020	5099	PERI & PERI LLC	NEW CRATE SHED	\$31,647.71
4/2/2020	5100	WARREN HUNTER	RE-ROOF	\$189.00
5/21/2020	5101	PERI & PERI LLC	NEW INVENTORY BUILDING	\$937.75
5/18/2020	5102	JIM CHICO	PUMP PANEL	\$72.00
5/18/2020	5103	CATAMOUNT PROPERTIES	WATER HEATER	\$50.00
5/18/2020	5104	YERINGTON STATION	RE-ROOF	\$81.00
5/21/2020	5105	VERNON SMITH	AC/FURNACE INSTALLATION AND GAS LINE	\$117.00
	5106	YERINGTON STATION	ELECTRIC SIGN UPGRADE	
	5107			
6/16/2020	5108	PERI & PERI LLC	ADDITION	\$2,106.75
6/16/2020	5109	WALKER RIVER COOLING	ALARM SYSTEMS	\$378.00
6/18/2020	5110	LEE HAWKINS	RE-ROOF	\$162.00

LIENS

The City of Yerington has a total of 1 lien. The total amount owing on these liens is \$5,144.46.

The liens are recorded quarterly. Last date recorded 7/1/220.

Airport update

Current number of Hangar Leases and Tie-downs at the airport

Hangar Leases (Payments are due annually on July 31 st)	18
Tie-downs (Payments are due monthly)	2

LGIP (Local Government Investment Pool)

or the Month of:	City Funds	Interest Earned	Date
July	\$3,000,000.00		7/10/2019
July		\$3,995.74	8/12/2019
August		\$6,399.26	9/11/2019
September		\$5,762.55	10/21/2019

October		\$6,412.47	11/12/2019
November	5,000,000.00	8185.16	12/1/20129
December		\$8,185.16	1/1/2020
January		\$8,540.99	2/1/2020
February		\$7,074.06	3/1/2020
March		\$7,210.94	4/1/2020
April		\$5,980.02	5/1/2020
May		\$4,153.40	6/1/2020

GRANTS

For the Month of June 2020

GRANT	AMOUNT	ACTIVITY
Corona Virus Relief Fund (Nevada Treasury Fund)	\$591,873	Per Josh Foli at Lyon County the check for this funding will come directly to the city. We have a deadline to expend funds by December 30, 2020 Some Ideas for Approved Uses: Office cleaning service, Pressure washer for parks, supplies and equipment t, staff overtime, cost of benefits, Council/Court room chairs (plastic), office furniture, all items for new Grants Administrator.
RCAC (provided by USDA)	\$0.00	RCAC is currently reviewing the information that we have sent to them for the rate study
Covid 19 (Lyon County)		We have not submitted any claims as this grant will only cover 25% of the cost.
Stimulus for Airport	\$30,000	We were able to put together a request for \$29,26.41. We are waiting for our grant to be loaded onto the FAA system "Delphi" so that we can request funds.
FAA Master Plan	\$300,000	The individual Fee Estimate (IFE) has been completed. We are waiting for information to be loaded onto the FAA system "Delphi".
NV Energy (electric charging stations)	\$50,000	This project is in the beginning stages.
USDA Rural Facility (Veterans Park Restroom)	\$50,000	The Public Works Committee met to discuss the location of the restroom.

Other Projects

PROJECT	AMOUNT	ACTIVITY
USDA Water/Sewer		
USDA Colony Water/Sewer		
Weed Heights (sewer)		There is no activity at this time.