

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Brad Underwood
Director of Public Works

SUBJECT: Interlocal Contract Amendment with Nevada Division of State Lands for Sale and Transfer of Coverage Owned by Incline Village General Improvement District

DATE: May 24, 2021

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve Amendment #1 of the Interlocal Contract, dated March 2017, between the Nevada Division of State Lands (NDSL) – Nevada Land Bank and the Incline Village General Improvement District for the Management, Sale and Transfer of Coverage Owned by Incline Village General Improvement District.
2. Authorize Chair to execute the Amendment based on a review by General Counsel and Staff.

II. BACKGROUND

The Nevada Division of State Lands (NDSL) has administered the operation of the Nevada Land Bank for the sale and transfer of Incline Village General Improvement District's (IVGID) surplus potential land coverage since 2002. The program is governed by an Interlocal contract and a policies and procedure manual to implement the land coverage sales program. There have been a series of contracts and amendments since the original contract in 2002. Past practice has been to have Board approval of the contract with any Amendments being signed by the General Manager or Director of Public Works. The most recent Interlocal contract from March 2017 did not follow this practice and was signed by the Director of Public Works without Board approval. This contract had an expiration date of May 9, 2021 and IVGID was provided with an Amendment to the 2017 contract to approve. In following past practice, Public Works staff requested the General Manager sign the Amendment which was done in advance of the Contract expiration date. However, in discussions between the General Manager, District Counsel and Director of Public Works, it has been decided that the Board be

requested to approve this Amendment. This is due to the March 2017 Interlocal contract not being approved by the Board.

The totals for the land coverage sales on the open market since inception of the program for services from NDSL are 96,060 square feet, netting a total of \$1,525,040 to IVGID. The IVGID Board also approved three transactions to retire 168,210 square feet of Class 6 coverage to the State of Nevada in, netting a total of \$1,707,070 to IVGID. All proceeds are used to fund capital projects in community services.

Land Coverage Sales 2002-Present

Class of Coverage	Sq. Ft of Coverage Sold	Net to IVGID
Class 1a Sold	14,864	\$585,721
Class 4 & 6 Sold	60,206	\$939,319
Subtotal	75,070	\$1,525,040
Class 4 & 6 Retired by State of Nevada	168,210	\$1,707,070
Total Retired or Sold	243,280	\$3,232,110

This program has proven to be very successful to IVGID and to the customers and property owners of Incline Village who are now able to complete their projects under TRPA coverage procedures. IVGID currently has 23,021 square feet of potential Class 4 and 6 coverage and 10,919 square feet of potential Class 1a coverage available for sale in the Nevada Land Bank pending approval of this Amendment.

The NDSL has proposed entering into this Amendment for the management, sale, and transfer of coverage until June 30, 2023. The only changes from the previous contract are minor policy and procedure changes to reflect current practices such as a minimum purchase requirement of 50 square feet, a fee for services to NDSL of \$1.00 per square foot sold and transferred, a \$250 application fee paid to NDSL from each applicant.

All sales of coverage are split 50/50 between IVGID coverage and State of Nevada coverage. Revenues to each entity are calculated as the amount of coverage sold from each agency's land bank times the land coverage sale price.

III. BID RESULTS

This item is not subject to competitive bidding within the meaning of the Nevada Revised Statutes 332.115.

IV. FINANCIAL IMPACT AND BUDGET

As detailed under Background, the land coverage sales program has netted \$3,232,110 for IVGID. This agreement will continue the land coverage sales program but future

revenues are unknown. Transactions are to be split 50/50 between IVGID and the State of Nevada with a small administrative fee deducted from IVGID's share from the coverage sale. Overall, the program has been very successful and provided a resource for the community to purchase land coverage to complete development projects while meeting environmental thresholds.

V. ALTERNATIVES

Do not approve the Amendment to the Interlocal contract, which will require the District to administer the land coverage and provide 100% of the property instead of a 50/50 split with NDSL.

VI. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

- Amendment #1
- Interlocal Contract Between Public Agencies

CETS #:	18594
Solicitation #:	

AMENDMENT # 1

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada
Acting by and Through Its

Agency Name:	Nevada Division of State Lands
Address:	901 S. Stewart Street STE # 5003
City, State, Zip Code:	Carson City, NV 89701
Contact:	Sherri Barker
Phone:	775-530-1707
Fax:	775-684-2721
Email:	sbarker@lands.nv.gov

Contractor Name:	Incline Village General Improvement District
Address:	1220 Sweetwater Road
City, State, Zip Code:	Incline Village, NV 89451-9214
Contact:	Indra Winqwest, General Manager
Phone:	775-832-1203
Fax:	N/A
Email:	pw@ivgid.org

I. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #18594 and dated 04/07/2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. **Provide a brief explanation for contract amendment.** The current contract expires 5/9/2021. This will be an amendment to extend the expiration date and to add \$10,000.00 to the current revenue contract of \$20,000.00 for a new total of \$30,000.00. The current revenue amount is not mentioned in the original contract. This amendment is to add an additional 2 years and 52 days to extend the expiration date until June 30, 2023. Add language to page 11 III. POLICIES (add line #14): An application to purchase coverage must request to purchase greater than 50 square feet for the NDSL Land Bank to include IVGID's coverage in a split sale.

B. **Current Contract Language:**

3. Contract Term. This Contract shall be effective upon approval to May 9, 2021, unless sooner terminated by either party as set forth in this Contract.

7. Consideration. NDSL agrees to provide the services set forth in paragraph (6) for a fee of ONE DOLLAR (\$1.00) per square foot of land coverage sold and transferred by NDSL to a receiving parcel in the Incline Village area. This fee shall be paid to NDSL from funds received by IVGID at the close of each escrow. NDSL shall also receive from each applicant an application fee in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) when the completed application is reviewed and accepted for processing. A

CETS #:	18594
Solicitation #:	

total Interlocal Contract amount is not applicable in this case because NDSL is providing a service to IVGID and it is unknown how many square feet of IVGID's land coverage will be sold during the term of the contract. This Interlocal Contract will not involve any significant expenditure of funds from a State Budget Account and involves the State receiving income from services rendered. The monies received by the State as a result of this Interlocal Contract will be used to carry out the intent of the Nevada Land Bank as established pursuant to Chapter 355, Statutes of Nevada, 1993. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require. In addition, other forms of the contract notwithstanding, NDSL may, in its sole discretion, supply in any sale and/or transfer, HALF (1/2) of the total land coverage to be sold and transferred, from land coverage owned by NDSL. In such event, NDSL shall remain entitled to the square footage fee based on the total land coverage amount being sold and transferred by IVGID and NDSL to a receiving parcel.

III. POLICIES

1. The Parties agree that transfers of potential coverage derived from IVGID properties and, where applicable, NDSL coverage must be in accordance with Chapter 30 of the TRPA Code of Ordinances and all applicable laws.
2. The Parties agree to seek fair market value for the public asset.
3. The Parties agree to preclude speculation by preventing IVGID's potential coverage from feeding a "secondary" market. The Program will not compete unfairly with the private market.
4. The parties agree to assure a fair and equitable process whereby public and private needs can be met.
5. The IVGID Board of Trustees is the sole arbiter and policy maker for IVGID's Surplus Potential Land Coverage Program.
6. NDSL shall be the sole arbiter and policy maker for the Nevada Land Bank.
7. IVGID will refer all inquiries regarding the purchase of potential land coverage to NDSL.
8. NDSL shall handle all inquiries and sales regarding IVGID's potential coverage per the procedures outlined below.
9. The Parties agree that the potential coverage shall be made available only for projects within Hydrologic Zone One-Incline Village.
10. The Parties agree to meet on a regular basis to discuss issues regarding the Program.
11. Either IVGID or NDSL shall have the right to cancel the Program, at their sole discretion. Any amendments or modifications are subject to written approval by both IVGID and NDSL.
12. For transactions involving a Class of coverage outside of the coverage inventory maintained by IVGID, NDSL reserves the right to supply the full amount for the transfer. This would apply to

CETS #:	18594
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Class 1b restored, Class 1b potential and Class 6 restored. In these situations, only NDSL would not collect any management fees from IVGID. NDSL would communicate this sale information to IVGID and the sale would be reported to IVGID as part of the written, year-end fiscal reporting requirements by

NDSL. Should IVGID obtain these classes of coverage and make them available for transfer, NDSL would manage the coverage sale transaction in the normal manner with each entity supplying half of the coverage needed. A management fee would apply in these cases.

13. For transactions involving Class 6 coverage, NDSL reserves the right to transfer its Class 6 restored soft or Class 6 potential coverage to satisfy its portion of the transfer.
 - a. For example, if the transfer involves 1,200 square feet of Class 6 coverage, IVGID would supply 600 square feet of its Class 6 potential coverage and NDSL could supply 600 square feet of its restored coverage. This example would only apply to the extent of the availability of the Class 6 restored coverage.

C. Amended Contract Language:

3. Contract Term. This Contract shall be effective upon approval to June 30, 2023, unless sooner terminated by either party as forth in this Contract.

7. Consideration. NDSL agrees to provide the services set forth in paragraph (6) for a fee of ONE DOLLAR (\$1.00) per square foot of land coverage sold and transferred by NDSL to a receiving parcel in the Incline Village area. This fee shall be paid to NDSL from funds received by IVGID at the close of each escrow. NDSL shall also receive from each applicant an application fee in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) when the completed application is reviewed and accepted for processing. A total Interlocal Contract amount is up to \$30,000.00. This Interlocal Contract will not involve any significant expenditure of funds from a State Budget Account and involves the State receiving income from services rendered. The monies received by the State as a result of this Interlocal Contract will be used to carry out the intent of the Nevada Land Bank as established pursuant to Chapter 355, Statutes of Nevada, 1993. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require. In addition, other forms of the contract notwithstanding, NDSL may, in its sole discretion, supply in any sale and/or transfer, HALF (1/2) of the total land coverage to be sold and transferred, from land coverage owned by NDSL. In such event, NDSL shall remain entitled to the square footage fee based on the total land coverage amount being sold and transferred by IVGID and NDSL to a receiving parcel.

II. POLICIES

1. The Parties agree that transfers of potential coverage derived from IVGID properties and, where applicable, NDSL coverage must be in accordance with Chapter 30 of the TRPA Code of Ordinances and all applicable laws.
2. The Parties agree to seek fair market value for the public asset.
3. The Parties agree to preclude speculation by preventing IVGID's potential coverage from feeding a "secondary" market. The Program will not compete unfairly with the private market.

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4. The parties agree to assure a fair and equitable process whereby public and private needs can be met.
5. The IVGID Board of Trustees is the sole arbiter and policy maker for IVGID's Surplus Potential Land Coverage Program.
6. NDSL shall be the sole arbiter and policy maker for the Nevada Land Bank.
7. IVGID will refer all inquiries regarding the purchase of potential land coverage to NDSL.
8. NDSL shall handle all inquiries and sales regarding IVGID's potential coverage per the procedures outlined below.
9. The Parties agree that the potential coverage shall be made available only for projects within Hydrologic Zone One-Incline Village.
10. The Parties agree to meet on a regular basis to discuss issues regarding the Program.
11. Either IVGID or NDSL shall have the right to cancel the Program, at their sole discretion. Any amendments or modifications are subject to written approval by both IVGID and NDSL.
12. For transactions involving a Class of coverage outside of the coverage inventory maintained by IVGID, NDSL reserves the right to supply the full amount for the transfer. This would apply to Class 1b restored, Class 1b potential and Class 6 restored. In these situations, only NDSL would not collect any management fees from IVGID. NDSL would communicate this sale information to IVGID and the sale would be reported to IVGID as part of the written, year-end fiscal reporting requirements by NDSL. Should IVGID obtain these classes of coverage and make them available for transfer, NDSL would manage the coverage sale transaction in the normal manner with each entity supplying half of the coverage needed. A management fee would apply in these cases.
13. For transactions involving Class 6 coverage, NDSL reserves the right to transfer its Class 6 restored soft or Class 6 potential coverage to satisfy its portion of the transfer.
 - a. For example, if the transfer involves 1,200 square feet of Class 6 coverage, IVGID would supply 600 square feet of its Class 6 potential coverage and NDSL could supply 600 square feet of its restored coverage. This example would only apply to the extent of the availability of the Class 6 restored coverage.
14. An application to purchase coverage must request to purchase greater than 50 square feet for the NDSL Land Bank to include IVGID's coverage in a split sale.

IV. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

V. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

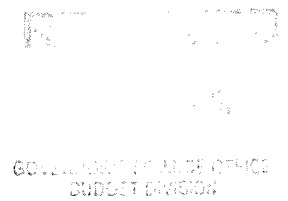
INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Division of State Lands, Nevada Land Bank
901 South Stewart Street #5003
Carson City, Nevada 89701
(775) 684-2720 phone
(775) 684-2721 fax

and

Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, Nevada 89451
(775) 832-1337 phone
(775) 832-1260 fax



WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the Incline Village General Improvement District hereinafter referred to as "IVGID", owns a substantial amount of potential land coverage, which deems to be a surplus commodity. IVGID and the Nevada Division of State Lands, hereinafter referred to as "NDSL" have determined that there is a demand for coverage by both the public and private sectors of Incline Village, Nevada, and therefore it would be a public benefit to make this surplus potential land coverage available for sale for projects in Incline Village that require additional coverage;

WHEREAS, NDSL desires to be part of a cooperative effort and has the ability and expertise to provide the service of administering the sale and transfer of IVGID's surplus land coverage to the public and private sectors of Incline Village;

WHEREAS, it is deemed that the services to be provided by NDSL and the Nevada Land Bank have been requested by IVGID and are in the best interests of both the State of Nevada and IVGID;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Land coverage" means a man-made structure, improvement or covering that prevents normal precipitation from directly reaching the surface of the land underlying the structure, improvement or covering. "Potential land coverage" means the land coverage allowed as base

coverage on a parcel of land, per Chapter 30 of the Tahoe Regional Planning Agency Code of Ordinances, but which does not physically exist.

3. CONTRACT TERM. This Contract shall be effective upon approval to May 9, 2021, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until THIRTY (30) days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: POLICIES AND PROCEDURES FOR THE MANAGEMENT, SALE AND TRANSFER OF COVERAGE OWNED BY THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT.

7. CONSIDERATION. NDSL agrees to provide the services set forth in paragraph (6) for a fee of ONE DOLLAR (\$1.00) per square foot of land coverage sold and transferred by NDSL to a receiving parcel in the Incline Village area. This fee shall be paid to NDSL from funds received by IVGID at the close of each escrow. NDSL shall also receive from each applicant an application fee in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) when the completed application is reviewed and accepted for processing. A total Interlocal Contract amount is not applicable in this case because NDSL is providing a service to IVGID and it is unknown how many square feet of IVGID's land coverage will be sold during the term of the contract. This Interlocal Contract will not involve any significant expenditure of funds from a State Budget Account and involves the State receiving income from services rendered. The monies received by the State as a result of this Interlocal Contract will be used to carry out the intent of the Nevada Land Bank as established pursuant to Chapter 355, Statutes of Nevada, 1993. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require. In addition, other forms of the contract notwithstanding, NDSL may, in its sole discretion, supply in any sale and/or transfer, HALF (1/2) of the total land coverage to be sold and transferred, from land coverage owned by NDSL. In such event, NDSL shall remain entitled to the square footage fee based on the total land coverage amount being sold and transferred by IVGID and NDSL to a receiving parcel.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its

duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

STATE OF NEVADA, DIVISION OF STATE LANDS

Bradley Crowell 3/31/17
Bradley Crowell Date

Director, Department of Conservation and Natural Resources
Title

Charles Donohue 3/22/17
Charles Donohue Date

Administrator, Nevada Division of State Lands
Title

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Joseph J. Pomroy March 21, 2017
Joseph J Pomroy Date

Director of Public Works
Title

Curtis Palmer for James R. Wells
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form and compliance with law by:

Lori M. Stoy
Senior Deputy Attorney General for Attorney General, State of Nevada

On 4/7/17
(Date)

On March 29, 2017
(Date)

ATTACHMENT A

POLICIES AND PROCEDURES
FOR THE MANAGEMENT, SALE AND TRANSFER
OF COVERAGE OWNED BY
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

I. AUTHORITY

The authority for the Nevada Land Bank to administer the sale and transfer of coverage for Incline Village General Improvement District's Surplus Potential Land Coverage Program is provided for in:

- Nevada Revised Statutes 277.180, 321.5953, 321.5954 and 321.5956.
- The Interlocal Contract between the Nevada Division of State Lands ("NDSL") and Incline Village General Improvement District ("IVGID") dated June 14, 2007, amended for time January 27, 2011; new Interlocal Contract ("Contract") began April 1, 2013 through March 31, 2017. A new proposed Interlocal Contract ("Contract") set to begin April 1, 2017.
- The Memorandum of Understanding between the Tahoe Regional Planning Agency the Nevada Division of State Lands dated July 10, 2000.

II. GOAL AND PROGRAM OVERVIEW

IVGID owns a substantial amount of potential coverage on lands including, but not limited to, the Mountain and Championship Golf Courses. IVGID has surveyed both present and future requirements for coverage within their District and determined, by utilizing conservative assumptions, that they have a significant surplus of potential coverage. This "surplus coverage" is viewed by IVGID as a "non-performing asset". IVGID shall maintain a sufficient inventory of potential land coverage to meet all future needs of IVGID.

IVGID and NDSL have determined that there is a demand for coverage from both the public and private sectors of Incline Village and that, through a cooperative effort, a public benefit could be achieved by developing a fair and equitable program allowing for the disposal of this "surplus coverage". The Board of Trustees of IVGID desire to put this coverage into beneficial use for the residents and property owners of Incline Village and for public service projects necessary to serve those residents and property owners.

NDSL desires to administer the sale and transfer of coverage for IVGID based upon NDSL's ability and expertise to do so within the Nevada Land Bank. This cooperative effort will, in part, assist in the implementation of the Environmental Improvement Program and in accomplishing Regional Plan objectives of the Tahoe Regional Planning Agency.

THEREFORE, IVGID and NDSL shall jointly develop a program ("Program") to allow the sale and transfer of IVGID's "non-performing asset" of potential coverage as provided for in the

Tahoe Regional Planning Agency's Code of Ordinances. As set forth in the Contract, NDSL may, in its sole discretion, supply half of the total coverage to be sold in any transaction, from coverage owned by NDSL. The following policies and procedures have been cooperatively developed by the IVGID Board of Trustees and NDSL (“the Parties”). Changes or modifications may be made at any time, subject to written approval by both IVGID and NDSL.

III. POLICIES

1. The Parties agree that transfers of potential coverage derived from IVGID properties and, where applicable, NDSL coverage must be in accordance with Chapter 30 of the TRPA Code of Ordinances and all applicable laws.
2. The Parties agree to seek fair market value for the public asset.
3. The Parties agree to preclude speculation by preventing IVGID’s potential coverage from feeding a “secondary” market. The Program will not compete unfairly with the private market.
4. The parties agree to assure a fair and equitable process whereby public and private needs can be met.
5. The IVGID Board of Trustees is the sole arbiter and policy maker for IVGID’s Surplus Potential Land Coverage Program.
6. NDSL shall be the sole arbiter and policy maker for the Nevada Land Bank.
7. IVGID will refer all inquiries regarding the purchase of potential land coverage to NDSL.
8. NDSL shall handle all inquiries and sales regarding IVGID’S potential coverage per the procedures outlined below.
9. The Parties agree that the potential coverage shall be made available only for projects within Hydrologic Zone One-Incline Village.
10. The Parties agree to meet on a regular basis to discuss issues regarding the Program.
11. Either IVGID or NDSL shall have the right to cancel the Program, at their sole discretion. Any amendments or modifications are subject to written approval by both IVGID and NDSL.
12. For transactions involving a Class of coverage outside of the coverage inventory maintained by IVGID, NDSL reserves the right to supply the full amount for the transfer. This would apply to Class 1b restored, Class 1b potential and Class 6 restored. In these situations only NDSL would not collect any management fees from IVGID. NDSL would communicate this sale information to IVGID and the sale would be reported to IVGID as part of the written, year-end fiscal reporting requirements by

NDSL. Should IVGID obtain these classes of coverage and make them available for transfer, NDSL would manage the coverage sale transaction in the normal manner with each entity supplying half of the coverage needed. A management fee would apply in these cases.

13. For transactions involving Class 6 coverage, NDSL reserves the right to transfer its Class 6 restored soft or Class 6 potential coverage to satisfy its portion of the transfer.
 - a. For example, if the transfer involves 1,200 square feet of Class 6 coverage, IVGID would supply 600 square feet of its Class 6 potential coverage and NDSL could supply 600 square feet of its restored coverage. This example would only apply to the extent of the availability of the Class 6 restored coverage.

IV. PROCEDURES

A. PLANNING

1. The IVGID Board of Trustees shall periodically establish a maximum limit of surplus potential coverage for disposal and assure that a sufficient amount is held for all needs of IVGID, now and in the future. The Board may establish maximum annual quotas of the sale of coverage on an annual or other basis.
2. The IVGID Board of Trustees and NDSL will evaluate the program at least annually and make amendments or modifications as deemed appropriate.
3. NDSL may meet at least quarterly with representatives of IVGID to set goals/objectives for the following quarter. Items to be discussed may include the amount, type and price of the coverage to be offered for sale and IVGID'S priorities for projects/buyers.

B. REPORTING

1. NDSL may meet at least quarterly with representatives of IVGID to report on the previous quarter's activities. Items for discussion may include completed and on going transactions. NDSL will also provide quarterly reports to IVGID outlining the details of any closed or pending transactions that occurred during the last quarter.
2. NDSL will provide IVGID a written fiscal year-end report, no later than September 30th of each year, summarizing the past years activities.
3. IVGID will be provided notice regarding the close of escrow of each sale.
4. NDSL will provide data, summaries, or periodic reports as may be reasonably requested by IVGID.

C. MANAGEMENT FEE

IVGID shall pay NDSL a fee for the administration, sale and transfer of their coverage. The

fee paid to NDSL shall equal One Dollar (\$1.00) for each square foot of coverage transferred by NDSL. NDSL shall be paid their fee through escrow from IVGID's proceeds at the close of escrow. As set forth in the Contract, NDSL shall be entitled to said fee as to the total coverage sold and transferred in any and all transactions wherein NDSL has supplied half of the coverage.

D. SALES/TRANSFERS OF COVERAGE

1. Pricing of Coverage – Most documents regarding the sale and transfer of coverage shall be signed by a designated NDSL representative. The selling price of the potential coverage shall be established by IVGID as follows:
 - a. For transactions or projects involving coverage amounts of 4,999 square feet or less, the selling price may be set by IVGID based on appraisals done by an independent, licensed, professional appraiser. IVGID may obtain appraisals at least annually and more often, in its discretion. The selling price may also be determined by discussions between NDSL and IVGID based on current fair market pricing and demand.
 - b. Transactions or projects involving coverage amounts of 5,000 square feet or more shall be contingent on approval of the IVGID Board of Trustees. The selling price shall be established by IVGID either based upon an appraisal as set forth in D.1.a. above or as otherwise determined by IVGID. The appraiser shall be hired by IVGID. The cost of an appraisal for a specific transaction shall be paid by IVGID; however, IVGID shall be reimbursed for costs associated with the appraisal by the buyer at close of escrow. A copy of the appraisal shall be provided to NDSL.
2. Application for the Purchase and Transfer of Coverage - Applications for the purchase of coverage will be accepted only for a specific project as defined in Chapter 30.4.4 – Method of Transferring Land Coverage, of the TRPA Code of Ordinances.
 - a. Application Process - Applications for the purchase of coverage are to be taken on a “first-come, first served” basis, with the amount of coverage to be purchased limited to no more than what is actually required for a specific project.

Each applicant for purchase of coverage shall obtain from NDSL an “Application for the Purchase and Transfer of Land Coverage” (See Forms, Exhibit “A”). *The applicant shall be required to certify that they made reasonable efforts to locate and purchase their required coverage from another source and that their needs could not be met within the private market.* NDSL and IVGID may maintain a list of other known sources of coverage to be made available to the public.

The application may be signed by the owner of the “Receiving Parcel” or the owner's representative/agent, however the application must provide proper identification of both. The application is to be completed by applicant and returned to NDSL along with a \$250.00 application fee made payable to “Nevada Division of State Lands”, along with the documents required in the application, which are:

- 1) Proof of ownership (of the receiving parcel); and
- 2) If an agent is acting on behalf of the owner, a letter of authorization from the owner;
- 3) A copy of the site plan, showing coverage calculations, IPES score or land capability districts;
- 4) Either a copy of the conditional project permit as issued by the governing agency (TRPA or Washoe County Building Department) or a copy of the application for a permit along with a letter from the governing agency stating the application is complete.

NDSL shall, within fifteen (15) working days after receipt, review the application to reasonably ensure it meets all IVGID criteria and TRPA regulations and either accept (see D. 2. b. below) or reject (see D. 2. d. below) the application for processing, or provide a letter of future intent (See D. 2. e. below).

In the event a proposed transaction for the purchase of coverage conflicts with these Policies and Procedures or is deemed inconsistent with state policies by the Administrator of the Nevada Division of State Lands, representatives of IVGID and NDSL shall meet in an effort to resolve the of conflict. In the event resolution of the conflict cannot be agreed to, NDSL may in its discretion withdraw from involvement in said transaction. NDSL's withdrawal from any single transaction shall not invalidate or change any provision of this agreement as to all other transactions wherein NDSL participates.

- b. Application Approved for Processing - In the event the application is complete, including either a copy of the conditional project permit or a copy of the application for a permit along with a letter issued by the governing agency stating the application is complete [See D. 2. a. 4) above], NDSL shall notify the applicant with an "Acknowledgement Letter", (for a copy, see Forms, Exhibit "B") and for additional info on the Acknowledgement Letter, see below. At this point the \$250.00 application fee becomes non-refundable and is not applicable to the purchase price. This application fee shall be retained by NDSL for staff time and effort involved in processing the application and associated paperwork.
- c. Acknowledgement Letter - The initial Acknowledgement Letter is drafted based upon the square footage as indicated by the applicant. In the event the square footage changes due to TRPA or Washoe County recalculations, evidence of this change shall be submitted to this office and an amended Acknowledgement Letter will be sent out to the applicant.
- d. Application Rejected for Processing - In the event the application is rejected for Processing a "Rejection Letter" (See Forms, Exhibit "C"), will be sent to the applicant, along with the application fee, stating the reason(s) for rejection, minus 10% for processing.

- e. “Sale Pending Letter” - In the event the Application for the Purchase and Transfer of Coverage is otherwise complete but does not contain either a copy of the conditional project permit or a copy of the application for a permit along with a letter issued by the governing agency stating the application is complete [See D. 2. a. 4) above], the application will be deferred and sale pending letter may be issued (See Forms, Exhibit “D”). In order for a sale pending letter to be issued, the buyer must own the “receiving parcel” or be under contract to purchase the “receiving parcel” and provide NDSL with the items outlined in D. 2. a 1) 2) and 3) above.

The sale pending letter will identify the buyer, the site of the proposed project, a reasonable “not to exceed” amount of coverage (square footage), the land classification of the coverage to be purchased and the unit price per square foot of the coverage. The sale pending letter will include a statement providing for expiration one year from the date of issuance. A one year extension of the sale pending letter may be made available for a non-refundable fee of \$100.00 and at the then current selling price for the coverage involved. The \$100.00 fee shall not be applicable to the coverage purchase price. If an appraisal is required in determining the new price, the buyer shall reimburse IVGID per paragraph IV. D. 1. b, above. The sale pending letter will be prepared, signed and sent to the buyer by an authorized NDSL representative.

The sale pending letter does not constitute a binding contract or commitment, but is intended to show good faith of the parties and a desire to accommodate the applicant at the point in time the applicant has filed for a project permit. The intent being that priority shall be given to those applicants who have completed project plans and have either filed for a permit or has received a conditional permit from the governing agency.

3. Purchase Agreement - Within fifteen (15) business days of the date of the “Acknowledgement Letter” a “Purchase Agreement” (See Forms, Exhibit “E”) will be prepared based on, but not limited to, the following:
- a. The purchase agreement will require a minimum down payment of 10% of the total purchase price with the balance due and payable in cash prior to close of escrow.
 - b. IVGID and NDSL shall have the right to repurchase at the same price any coverage that remains unused two and one-half (2 1/2) years following conditional approval of the project permit by the governing agency (TRPA or Washoe County).
 - c. NDSL will open and oversee an escrow to conclude the transaction. Neither IVGID or NDSL will be subject to escrow costs.
 - d. All coverage is restricted to use on the project property and may not be assigned or transferred to any other property.
 - e. Escrow shall close within one hundred twenty (120) days after opening.

- f. IVGID or NDSL, acting on behalf of IVGID, may cancel the transaction if approvals of the sale and transfer of the coverage is not obtained.
 - g. The approval and transaction shall be cancelled if the Purchase Agreement is not executed and returned to NDSL within fifteen (15) business days after presentation.
4. Escrow - Upon NDSL's receipt of the executed purchase agreement and deposit an escrow shall be opened by NDSL at the title/escrow company that NDSL is under contract with at the time escrow is to be opened. Presently, NDSL is under contract with First American Title Company of Nevada located at 1663 Hwy 395 #101 Minden, Nevada 89423.
- a. Escrow's responsibilities shall include, but not be limited to, collection and disbursement of funds, ensure proper procedures required by the purchase agreement, send to NDSL for approval the estimated settlement statements of both buyer and seller, upon written authorization from NDSL shall close escrow and send notification of such to NDSL and ensure proper recordation of documents. NDSL shall in turn send written notification of the escrow closing to IVGID and the governing agency that issued the permit (TRPA or Washoe County).
 - b. NDSL shall send a land coverage transfer "Documentation Letter" (See Forms, Exhibit "F") to the agency having jurisdiction over the project, to confirm the applicable governing agency permit number, verify the receiving parcel, and that the coverage being sold and transferred will:
 - 1) meet all applicable requirements of Chapter 30 of the TRPA Code of Ordinances; and
 - 2) that the coverage will fulfill, in whole or in part, the coverage requirements of the permit.
 - 3) If the coverage being transferred is potential coverage associated with property owned by IVGID, NDSL shall prepare and have executed, a "Deed Restriction" (See Forms, Exhibit "G") to be recorded against IVGID's parcel(s).
 - c. NDSL shall prepare and have executed by all owners of the receiving parcel (per the Lot Book Guarantee or other document provided by the Title Company) a "Notice of Transfer, Option to Repurchase and Restrictions on Assignment of Coverage" (See Forms, Exhibit "H") to be recorded against the receiving parcel. The original copy of the "Notice of Transfer, Option to Repurchase and Restrictions on Assignment of Coverage" shall be deposited into escrow.
 - d. All escrow costs regarding the purchase and transfer of coverage are to be paid by the buyer. These costs include, but are not limited to, title, escrow and recording costs

and fees. Additionally, the buyer shall be responsible for any fees and costs required by any governing agency such as the TRPA and federal, state or county agencies.

e. Prior to close of escrow:

- 1) Escrow shall have received all required funds.
- 2) Escrow shall have received the executed Documentation Letter from the agency having jurisdiction over the project verifying the information in D.4. b., above.
- 3) NDSL or IVGID shall have deposited into escrow the executed "Deed Restriction" (see Item IV. D. 4. c. above) to be recorded against IVGID's parcel(s).
- 4) NDSL shall have deposited into escrow, the executed, original "Notice of Transfer, Option to Repurchase and Restrictions on Assignment of Coverage" (see Item IV. D. 4. d. above) to be recorded against the receiving parcel.
- 5) NDSL shall review and approve the escrow Settlement Statements for both Sellers and have they Buyer review and sign their copy.

f. At close of escrow, Escrow Holder shall:

- 1) Disburse to NDSL their management fee due. These proceeds may be transferred via electronic wire transfer.
- 2) Disburse to IVGID proceeds due. These proceeds may be transferred via electronic wire transfer.
- 3) Disburse funds to any other entity as required by the purchase agreement/escrow instructions.
- 4) Record all pertinent documents.
- 5) Notify NDSL, in writing, that all pertinent documents have been recorded, proceeds have been disbursed and escrow has closed.

h. NDSL shall prepare and mail the escrow "Closing Letter" (See Forms, Exhibit "I"), informing the TRPA/Washoe County and IVGID that all documents have been recorded, funds disbursed and escrow closed.

E. TRACKING

1. NDSL shall prepare and maintain "Tracking Reports" (See Forms,

Exhibit “J”), showing pending and completed transactions for the potential coverage to provide IVGID with information regarding the Program status.

EXHIBIT "A"

NEVADA LAND BANK
Nevada Division of State Lands
Nevada Tahoe Resource Team
901 South Stewart Street, Suite 5003
Carson City, Nevada 89701
(775) 684-2720

Application No. _____

APPLICATION FOR PURCHASE AND TRANSFER
OF LAND COVERAGE

Please complete this application and either mail or deliver it to the address listed above. Applicant must complete a separate Application for each Assessor's Parcel Number to which you wish to transfer coverage.

This application must be submitted along with proper documentation and an application fee. The application fees are as follows:

For coverage transactions taking place in Hydrozone 1, Incline Village - **\$250.00 application fee**

For coverage transactions taking place in Hydrozones 2, 3, 4 and 9 - **\$100.00 application fee**
(Agate Bay, Marlette, Cave Rock and South Stateline Hydrozones)

Please make the check payable to "Nevada Division of State Lands".

In the event you have any questions please contact Elyse Randles, State Land Agent for the Division of State Lands at (775) 684-2735.

Hydrologic Zone: _____

This application is for the purchase of _____ square feet of Class _____,

Potential or Restored Coverage (circle one)

Proposed Date of Sale: _____

Receiving Site APN: _____

Applicant/Agent hereby certifies that applicant, or agent on behalf of applicant, has made a reasonable effort to locate and purchase the required coverage at competitive market rates within the private market and has been unsuccessful in said search.

Applicant/Agent

Date

IVGID Coverage Application

Revised October 2012

1. Project Identification

Please identify the property to which you would be applying the coverage.

Address: _____
Lot No.: _____
Subdivision: _____
County: _____
APN: _____

If you have filed for a building permit with the Tahoe Regional Planning Agency or Washoe County, please fill-in the following information:

Agency (applied to for permit): _____

Permit or Application No: _____

Name of Applicant: _____

2. Eligibility Criteria

Do you have current project plans to develop the above property, requiring a transfer of coverage?

YES / NO (circle one)

Do you intend to obtain a TRPA or Washoe County building permit for the project within the next 12 months?

YES / NO (circle one)

If neither of the above situations applies, please explain why below:

3. Coverage Needs of Project (contact the TRPA if you do not have this information)

Bailey Classification (if applicable): _____

IPES Score (if any): _____

Total area of property: _____

Allowable Base Coverage: _____

Allowable Coverage with Transfer: _____

Existing Coverage: _____

Amount of coverage proposed to be transferred on to site: _____
(Off-site coverage can be mitigated by means other than coverage transfer)

Have you obtained or contracted for transfer of coverage from any other source?

YES / NO (circle one)

If so, how much? _____

4. Applicant Identification

The following information should be supplied for the person who will be purchasing coverage on behalf of the above project.

Name: _____

Address: _____

Telephone: Office: _____ Cell: _____

Email: _____

Please describe the relationship of Applicant to the subject project (check all that apply).

- Applicant is: _____ the owner of the property.
_____ agent or attorney-in-fact for property owner.
_____ under contract to purchase the property.
_____ agent or attorney-in-fact for party with contract to purchase the property.

Other: _____

5. Documentation

This application must be returned with the following documents/materials to assist us in our review:

IVGID Coverage Application
Revised October 2012

- a. _____ Proof of ownership (Copy of Grant Deed).
- b. _____ If an agent is acting on behalf of the owner, a letter of authorization from the owner.
- c. _____ Copy of the Project Site Plan showing the coverage calculations and IPES score or land capability districts.
- d. _____ Copy of the TRPA or Washoe County conditional project permit or a copy of the permit application, along with a letter from the governing agency stating the application is complete; or a copy of the permit application along with evidence of filing, e.g. receipt, showing the amount of coverage to be transferred. In this case a will-serve letter may be issued.

In the event these documents are not available at the time of filing this application, the application will be rejected. In the event the applicant has submitted 5.a., b., and c., however did not submit 5. d., applicant may be placed on the "Will-Serve Letter Waiting List". A purchase agreement cannot be prepared until NDSL has received items 5. a., b., c. and d. above.

6. Application Fee

This application must be submitted, in addition to the items listed in Item #5 above, along with a check in the amount of \$250.00, made payable to Nevada Division of State Lands. In the event this application is not approved for processing, the application fee will be returned to applicant. In the event this application is approved for processing, the \$250.00 fee will become non-refundable for any reason, including whether or not a coverage transfer actually takes place. This fee is not applicable to the purchase price of the coverage or any other fees or costs.

Applicant's Initials _____

I understand that the amount of coverage which I propose to purchase is subject to the review and approval of the Nevada Land Bank and/or the Incline Village General Improvement District. I further understand that I will not be able to purchase more than the amount of coverage which is required for the above project and which can be transferred onto the subject property.

Applicant

Date

Applicant

Date

EXHIBIT "B"

BRADLEY CROWELL
Director

Department of Conservation
and Natural Resources

CHARLES C. DONOHUE
Administrator

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

ACKNOWLEDGEMENT LETTER

_____, 20__

Mr. John Doe
423 Mystery Street
Incline Village, Nevada 89451

Re: Nevada Division of State Lands Application No. _____
Receiving Site APN _____ - _____ - _____
TRPA or Washoe County Permit # _____

Dear Mr. Doe:

This letter is to notify you that your Application for purchase of land coverage has been reviewed and accepted for processing.

According to your Application, you are requesting to purchase _____ square feet of land coverage classified by the Tahoe Regional Planning Agency ("TRPA") as land capability _____, for your project located at _____. The purchase price will be \$_____ per square foot, for a total purchase price of \$_____.

You will also be responsible for any fees and costs involved in the proposed sale and transfer of the coverage, including but not limited to, title, escrow, recording fees and any TRPA fees, taxes and legal fees incurred by you. As a reminder, your application fee is not applicable to the purchase price or any costs involved with the sale of the coverage and is non-refundable.

Should you have any questions, please contact Brenda Swart at the Nevada Division of State Lands at (775) 684-2735.

Sincerely,

Brenda Swart
State Land Agent II
Nevada Tahoe Resource Team
bswart@lands.nv.gov

EXHIBIT "C"

Bradley Crowell
Director

Department of Conservation
and Natural Resources

Charles C. Donohue
Administrator

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

REJECTION LETTER

_____, 20__

Mr. John Doe
423 Mystery Street
Incline Village, Nevada 89451

Re: Nevada Division of State Lands Application No. _____
Receiving Site APN _____ - _____ - _____
TRPA or Washoe County Permit # _____

Dear Mr. Doe:

This letter is to notify you that your Application for purchase of land coverage has been reviewed and rejected for the following reasons:

Please find enclosed a check for the application fee in the amount of \$_____. In the event you have any questions please contact Elyse Randles, Nevada Division of State Lands, at (775) 684-2735.

Sincerely,

Brenda Swart
State Land Agent II
Nevada Tahoe Resource Team
bswart@lands.nv.gov

EXHIBIT "D"

BRADLEY CROWELL
Director

Department of Conservation
and Natural Resources

CHARLES C. DONOHUE
Administrator

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

SALE-PENDING LETTER

_____, 20__

Mr. John Doe
423 Mystery Street
Incline Village, Nevada 89451

Re: Nevada Division of State Lands Application No. _____
Receiving Site APN _____ - _____ - _____
TRPA Permit # _____

Dear Mr. Doe:

Due to the fact that you are unable to provide this office with either a copy of the conditional project permit or a copy of the application for a permit along with a letter issued by the governing agency stating your application is complete, we cannot at this time enter into a formal purchase agreement to sell to you the required coverage for your project. However, the Nevada Land Bank is willing to issue a sale-pending letter for your project.

This is not a commitment or binding contract for the sale of coverage. It is a letter to show good faith and our intent to enter into a purchase agreement to sell you coverage when you have provided this office with the required information. Our ability to enter into a purchase agreement at a future date is contingent upon the availability of coverage at that time.

This sale pending letter shall expire at 5:00 p.m., one year from the date of this letter.

Applicant/Buyer: _____
Address: _____

Project Site: _____
Address: _____

Telephone: _____

Lot No.

Subdivision:

County:

APN:

EXHIBIT "E"

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

Date: February 13, 2019

To: Stewart Title Company
10539 Professional Circle, Suite 102
Reno, Nevada 89521

Re: Escrow No. 5115041662
Buyer: NV Energy
Sellers: Nevada Division of State Lands (“NDSL”)
Incline Village General Improvement District (“IVGID”)

You are hereby instructed and authorized to act as Escrow Holder herein, and the undersigned parties hereby agree as follows:

1. GENERAL PROVISIONS

In consideration of your acting as Escrow Holder herein, it is agreed that you shall in no case or event be liable for the failure of any of the conditions of this escrow or damage caused by the exercise of your discretion in any particular manner, or for any other reason, except negligence or willful misconduct with reference to the said escrow, and you shall not be liable or responsible for your failure to ascertain the terms or conditions, or to comply with any of the provisions of, any agreement, contract or other document filed herewith or referred to herein, nor shall you be liable or responsible for forgeries or false impersonation.

As Escrow Holder you need not be concerned with any matters agreed upon or arising outside of these joint escrow instructions. If any controversy arises between the parties hereto or with any third person, with respect to the subject matter of this escrow, its terms or conditions, you shall not be required to determine the same or take any action in the premises, but you may await the settlement of any such controversy by final appropriate legal proceeding.

2. DEFINITION OF SALE

Through this escrow, Buyer is paying Sellers to perform and complete those actions necessary in order to credit certain real property dedicated to the Buyer, identified as _____ County Assessor Parcel 540-301-00, and described in Exhibit "A" (the "Receiving Parcel"), with certain land coverage recognized by the Tahoe Regional Planning Agency ("TRPA") as meeting, in whole or in part, the coverage requirements of TRPA # ___, (hereinafter "the Permit") for development on the Receiving Parcel and specifically described as follows: 16 square feet of Class 4, potential coverage, (hereinafter the "Coverage"). When credited to the Receiving Parcel, the Coverage shall be used solely as described below, and subject to all of the terms and understandings set forth herein.

The Coverage being purchased and transferred under this Agreement shall provide the Buyer the additional coverage required as one of the conditions for TRPA permit ERSP2019-0350 to authorize the replacement of existing NV energy infrastructure in Incline Village.

Buyer acknowledges that the TRPA needs to authorize the transfer of this Coverage in order to meet the Coverage requirements for this project. If for any reason the TRPA does not authorize the transfer of additional Coverage, this agreement will be cancelled and the Sellers will not be obligated to provide Coverage for this project. In this event, Buyer shall have no remedy to enforce the completion of the purchase of the Coverage or to receive damages of any kind.

Buyer's Initials _____

Buyer is not obtaining from Seller any interest in real property in this transaction.

3. PURCHASE PRICE

A. The Purchase Price for the Coverage is \$27.00 per square foot for the Class 4, potential land coverage for a total purchase price of \$432.00 to be paid by Buyer through escrow.

1) Buyer deposits herewith a cashiers' check or money order made payable to "Stewart Title Company" in the amount of \$ _____. This amount represents payment of Ten Percent (10%) of the total purchase price. A balance of \$ _____ is to be paid by Buyer in cash at close of escrow.

Buyer may also choose to submit the entire purchase price, including the fees described below in Paragraph 5.B, upon execution of this document.

4. ESCROW

A. Escrow No. ? has been established for this transaction at Stewart Title Company, 10539 Professional Circle, Reno Nevada 89521. Escrow Holder is hereby authorized and instructed to act in accordance with the provisions of this Agreement; provided, however, the parties shall execute such additional instructions as required by the Escrow Holder containing the Escrow Holder's general provisions that are not inconsistent with the provisions hereof.

B. Escrow Opening Date is the date of the last signature to this Agreement.

C. Both Buyer and Sellers shall deposit all necessary funds and documents into escrow from time to time as required and shall make and execute any further escrow instructions or documents necessary to carry out the terms and conditions of this Agreement.

5. CLOSING COSTS; FEES

A. Buyer shall bear any fees and costs incurred by Buyer in anticipation of the sale of the Coverage in this transaction.

- B. Buyer shall pay all title, escrow fee and recording fees in this transaction.
- C. In the event there are any **TRPA** fees, taxes or legal fees on behalf of Buyer in connection with this transaction, such costs shall be solely the responsibility of Buyer.
- D. Any costs or fees to be paid by Sellers may be deducted from Seller's proceeds at close of escrow.

6. COMMISSIONS

- A. Buyer shall indemnify, defend, and hold Sellers, and the State of Nevada, their officers, employees and agents harmless from loss, cost or expense, including but not limited to, attorney fees and court costs, resulting from any fee or commission claim by a broker or finder claiming through Buyer.

7. MANAGEMENT FEE

Per the contract between NDSL and IVGID, NDSL shall be paid at the close of escrow, a Management Fee equal to **One Dollar (\$1.00) per square foot** for the administration, sale and transfer of the total coverage involved in this transaction regardless of whether NDSL has supplied ½ of the total coverage to be sold and transferred per the Contract. **The Fee is not an additional cost to the Buyer.** The Fee shall be paid through escrow, from proceeds by Escrow Holder's bank check made payable to the "Nevada Division of State Lands", with the check bearing notations of "Coverage Sale 5115041662". The funds may also be disbursed electronically. The check shall be sent to the following address, or such other address as NDSL may hereafter designate:

Nevada Land Bank
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701

8. CLOSE OF ESCROW

- A. Notwithstanding any other provision herein, escrow shall in no event close later than 120 days from the opening of escrow (the "Scheduled Closing Date"), unless escrow has been extended by written agreement of the parties (see section 9).
- B. Buyer shall be responsible for carrying out all actions necessary to satisfy the requirements and conditions of the Permit, other than the transfer of the Coverage as provided under this Agreement.
- C. In the event the final project plans approved by the **TRPA** do not require the transfer of coverage to the Receiving Parcel in an amount as large as the Coverage specified in 2 above, Buyer and Sellers shall execute an amendment to this Purchase Agreement, adjusting the amount of the Coverage to be provided to Buyer and pro-rating the Purchase Price.
- D. As Escrow Holder, you may close escrow when:
 - 1) Buyer has deposited into escrow the full amount of the Purchase Price and any additional closing costs required from Buyer and any other funds due by Buyer under this Agreement.
 - 2) Buyer has deposited into escrow an executed and acknowledged "Notice of Transfer, Option to Repurchase, and Restrictions on Assignment of Coverage; and
 - 3) The "Documentation Letter" has been deposited into escrow (hereinafter called "the Documentation"), signed by a representative of the **TRPA**, confirming that:
 - a) The Nevada Land Bank's transfer of the Coverage meets all applicable requirements of Chapter 30 of the TRPA Code of Ordinances; and
 - b) Effective upon close of escrow the Coverage has been transferred to the Receiving Parcel to satisfy, in whole or in part, the transfer of coverage condition in the Permit.
 - 4) Sellers have deposited into escrow the executed and acknowledged Deed Restriction titled "Declaration of Covenants, Conditions and Restrictions for Coverage Assignment".

5) The Buyer and Sellers have received and approved copies of the Settlement Statements.

6) The Sellers have authorized escrow holder, in writing, to proceed to close escrow.

F. At close of escrow, Escrow Holder shall:

1) Record the "Notice of Transfer, Option to Repurchase, and Restrictions on Assignment of Coverage" in the Washoe County official records; and

2) Record the Deed Restriction titled "Declaration of Covenants, Conditions and Restrictions for Coverage Assignment" in the Washoe County official records; and

3) Pay fees and costs to be paid by Buyer.

4) Pay any fees and costs to be paid by Sellers.

5) Disburse to Sellers the proceeds due, including any amounts paid by Buyer for extension of the escrow; and

6) Release the appropriate Documentation to Buyer.

7) Give written notice and a copy of the Documentation to the Sellers that all documents have been recorded and escrow has closed.

9. EXTENSION OR CANCELLATION OF ESCROW

A. This Agreement is subject to and contingent upon Seller's right to cancel this escrow if at any time prior to the close of escrow, in Seller's reasonable judgment, circumstances arise or events occur that effectively impair Seller's legal ability to perform under the escrow and generate the Coverage. In this event Buyer shall have no remedy to enforce the completion of the purchase of the Coverage or to receive damages of any kind.

B. If Sellers exercise their cancellation right, Buyer agrees to sign escrow cancellation instructions within ten (10) days of receipt of same.

C. Buyer may extend the close of escrow past the Scheduled Closing Date for sixty (60) days at a time by depositing with the Escrow Holder a sum equal to two percent (2%) of the Purchase Price or \$100.00, whichever is greater, for each extension; however, in no event shall escrow be held open for more than one (1) year. Amounts paid for extension of the escrow are non-refundable and will not be credited toward the Purchase Price.

D. If, owing to Seller's failure or inability to perform, escrow does not close by the Scheduled Closing Date, or such later closing date as may be mutually agreed between the parties, Buyer shall have the choice of:

- 1) Cancelling escrow and receiving disbursement of all sums deposited in escrow by Buyer; or
- 2) Continuing the escrow in effect.

Nothing in this Paragraph shall detract from any other legal remedies which Buyer may have in the event of Seller's breach.

E. If, owing to Buyer's failure or inability to perform, escrow does not close by the Scheduled Closing Date, upon request from Sellers, Escrow Holder shall cancel escrow and disburse to Seller the Initial Deposit and any subsequent deposits made by Buyer for the purpose of extending escrow.

Buyer's Initials _____

F. In the event that escrow is cancelled, any escrow cancellation fee shall be borne by the party whose failure or inability to perform was the cause or reason for the cancellation.

10. SELLER'S OPTION TO REPURCHASE UNUSED COVERAGE

A. In the event that Buyer fails to commence construction under the Permit within two and one-half years following conditional approval of the Permit by the TRPA or the resulting project does not require the full amount of Coverage being sold through this escrow, the Sellers shall have the exclusive option to repurchase the unused Coverage from Buyer, at the original Purchase Price, pro-rated if necessary, less any closing costs born by Sellers in the sale and repurchase of the Coverage. The term of Seller's option shall be for 180 days following the

expiration of said two and one-half year period (hereinafter, the "Option Term"). Exercise of the option shall be by written notice from Sellers to Buyer, and shall be subject to a 30 day close of escrow.

- B. Buyer agrees that, if it fails to utilize all of the Coverage on the Receiving Parcel(s) within the two and one-half year period, Buyer shall give Sellers written notice of same within 30 days after the expiration of the two and one-half year period. Buyer will not transfer the remaining Coverage away from the Receiving Parcel unless and until Buyer has received written notice from Sellers, which Sellers shall give within the 180 day "Option Term", that Sellers do not desire to exercise its Option to Repurchase Unused Coverage.
- C. Buyer further agrees that, following close of escrow, a signature on behalf of the Sellers shall be required on all applications to the TRPA to transfer ground coverage away from the Receiving Parcel. This subparagraph C. shall not apply if at least three years have elapsed since the conditional approval of the Permit by the TRPA, and Sellers have not, within the Option Term, exercised its option to repurchase the Coverage.

11. SUCCESSORS AND ASSIGNS

- A. Buyer shall not assign its rights and obligations under this Agreement except to a transferee of the Receiving Parcel in connection with a conveyance of said parcel; nor shall any other party succeed to Buyer's rights hereunder, who does not also succeed to Buyer's rights and interest in the Permit.
- B. Subject to 11. A. above, all rights and obligations arising under this Agreement shall bind and inure to the benefit of the assigns and successors in interest of the parties.

12. MUTUAL UNDERSTANDINGS AND ACKNOWLEDGEMENTS

- A. Use of Coverage restricted to the Receiving Parcel.
 - 1) All Coverage sold through this escrow may be applied only toward satisfying the

Requirements and conditions of the Permit on the Receiving Parcel, except that prior to close of escrow, Buyer shall have the right to designate a substitute Receiving Parcel, provided:

- a. The Sellers are notified of Buyer's intent to designate the substitute Receiving Parcel no later than the Scheduled Closing Date; and
- b. As of close of escrow, the substitute Receiving Parcel is owned by the original Buyer in this transaction (i.e., not an assignee or successor in interest); and
- c. The transfer of the Coverage to the substitute Receiving Parcel, and the close of escrow, shall be subject to Sellers and the TRPA approval of a permit allowing said transfer; and
- d. The transfer of the Coverage to the substitute Receiving Parcel shall be subject to the land classification of the Coverage being compatible to the Receiving Parcel per TRPA Code of Ordinances.

B. Consideration.

- 1) Buyer understands and acknowledges that the Purchase Price being paid by Buyer is in consideration for Seller's agreement to restrict the development potential of property owned by Sellers and to eliminate ground coverage thereon; for the resulting diminution in value of Seller's property; and for costs incurred in transferring the Coverage to Buyer.

C. Seller's Disclaimer's.

- 1) The obligations of the Sellers in this transaction are limited to providing the Documentation to Buyer at close of escrow. Sellers do not guarantee the ability of Buyer to obtain any other development approvals from the TRPA.
- 2) Sellers make no representation:
 - a. That the amount of the Coverage will be sufficient to satisfy all of Buyer's coverage needs under the Permit; and

- b. That the Coverage can be applied or transferred to any real property other than the Receiving Parcel; and
- c. That, once the Coverage has been purchased by Buyer, the Coverage and/or the Receiving Parcel can be marketed or re-sold to any other party; and
- d. That the Coverage now has, or will in the future have, any value deriving from the possibility that they may be marketed or re-sold to any other party; and
- e. That no taxable event or property tax reassessment of the Receiving Parcel will result from the transfer of the Coverage.

D. Buyer's Representations and Acknowledgments.

- 1) Buyer represents to Sellers that Buyer is seeking the transfer of the Coverage for the purpose of development of the Receiving Parcel.
- 2) Buyer acknowledges that this transaction does not constitute the sale of a "security" under Federal or State law.
- 3) Buyer agrees to execute and acknowledge, at Seller's request, such amendments to this Agreement or other documents as may be necessary to comply with applicable law or TRPA Code of Ordinances, provided said amendments do not materially alter the financial terms of this agreement.

13. ENTIRE AGREEMENT

- A. This Agreement and the items incorporated herein contain all of the agreements between Buyer and Sellers with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party are a part hereof. No provisions of this Agreement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both Buyer and Sellers.

14. CHOICE OF LAWS

A. This Agreement shall be governed by the laws of the State of Nevada, and any question arising hereunder shall be construed or determined according to such law.

15. NOTICES

A. All notices under this Agreement and Joint Escrow Instructions shall be either:

- 1) In writing and shall be sent by U.S. Mail, registered or certified, return receipt requested.
The date of notice shall be deemed to be the first business day following mailing; or
- 2) Sent via email transmission.

B. The parties' addresses for purposes of notice are shown beneath the signature blocks below.

Seller: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
By Nevada Division of State Lands, it's Agent

By: _____
Charles Donohue
Administrator and State Land Registrar

Date: _____

Address: Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701

Seller: NEVADA DIVISION OF STATE LANDS

By: _____
Charles Donohue
Administrator and State Land Registrar

Date: _____

Address: Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701

Buyer: **NAME(S)**

By: _____

LEE SIMPKINS
Easement Holder

Date: _____

Address: NV Energy
6100 Neil Rd.
Reno, NV 89511

EXHIBIT "F"



DOCUMENTATION LETTER

August 25, 2020

**Re: Land Coverage Transfer for TRPA Permit Application #ERSP2020-0439;
Receiving APN 132-012-02**

The Nevada Division of State Lands, on behalf of itself and the Incline Village General Improvement District, ("IVGID") has entered into an agreement to sell **120 square feet of potential** land coverage ("the Coverage"), classified by the Tahoe Regional Planning Agency as land **capability 4**, to **Sierra Pacific Power dba NV Energy** ("Buyer"), for use in meeting the requirements of TRPA Permit Number **ERSP2020-0439** ("the Permit").

The **120 square feet** of Coverage will be divided such that the Incline Village General Improvement District ("IVGID") will be selling **60** square feet of Coverage and the Nevada Land Bank will be selling **60** square feet of Coverage. The IVGID Coverage being transferred to the project site, Washoe County APN 132-012-02 ("the Receiving Parcel"), is from the IVGID project area known as Washoe County Assessor Parcel Number's 131-240-02, 131-100-01 131-012-07 ("the Sending Parcels"). Coverage coming from the Nevada Land Bank was originally transferred into the Nevada Land Bank from Washoe County Assessor Parcel number 048-041-15 and when this parcel sold it was split into two new Parcel Numbers: 048-140-04 (USFS) and 048-140-03 (IVGID), as part of the Incline Lakes Corporation transaction. Both the Receiving and Sending Parcels are located within Hydrologic Zone 1, Incline Village.

Escrow No. 890676 has been opened with Stewart Title Company, 10539 Professional Circle, Suite 102, Reno, Nevada, 89521 to consummate the sale of the Coverage. We are prepared, as of close of escrow, to **permanently retire 120 square feet of Class 4, potential coverage** on the Buyer's behalf, from the above referenced Sending Parcels.

Subsequent to your review of the project plans for the residential project on the above referenced Receiving Parcel, we ask that you confirm below that, upon close of escrow, the Nevada Land Bank's transfer of the Coverage to the above referenced Receiving Parcel will: 1) meet all applicable requirements of Chapter 30 of the TRPA Code of Ordinances; and 2) be deemed by the ***TRPA*** to fulfill, in whole or in part, the coverage requirements of the Permit.

Escrow is currently scheduled to close as soon as possible. Should any circumstances arise, prior to close of escrow, which would alter the amount of coverage which the Receiving Parcel is eligible to receive by transfer, please immediately contact me at (775) 684-2735.

Please confirm your approval below and return this letter to the address at the top of this letter. Thank you for your assistance.

Sincerely,



Sherri Barker
State Land Agent II
Nevada Tahoe Resource Team
Nevada Land Bank
sbarker@lands.nv.gov

APPROVED BY TAHOE REGIONAL PLANNING AGENCY

By: _____
Signature

Date: _____

Name and Title

EXHIBIT "G"

APN'S 131-240-02, 131-100-01
131-012-07,
(Sending Parcels)

RECORDING REQUESTED BY

Incline Village General Improvement District
893 Southwood Boulevard
Incline Village, Nevada 89451

WHEN RECORDED MAIL TO:

Nevada Land Bank
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701

Escrow No. _____
Stewart Title Company, Reno, Nevada

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COVERAGE ASSIGNMENT ("DEED RESTRICTION") TO BE
RECORDED AGAINST APN 131-240-02, 131-100-01& 131-012-07**

This Deed Restriction is made this ____ day of _____, 20__ by the
Incline Village General Improvement District ("Declarant").

RECITALS

1. WHEREAS, Declarant is the owner of that certain real property located in
_____ County, State of Nevada, described as follows:

Washoe County Assessor Parcel Number's 131-240-02, 131-100-01 and
131-012-07 (hereinafter "Sending Parcels"), collectively known as a
project area. For complete legal descriptions see Exhibit "A" attached
hereto and incorporated herein by this reference. The legal description
for APN 131-240-02 appeared previously in that certain document
recorded on December 1, 1992, in Book 3623, Page 345, as Instrument
No.1626864; the legal descriptions for APN'S 131-100-01 and 131-012-
07 appeared previously in that certain document recorded April 1, 1976,
in Book 962, Page 511, as Instrument No. 402368; both documents

being recorded in the official records of the Washoe County Recorder's Office, State of Nevada.

Said Exhibit "A" was recorded in the Office of the County Recorder of Washoe County on March 19, 2002 as Document Number 2665454.

2. WHEREAS, Declarant has received approval from to transfer (only put half the coverage here) **644 square feet of Class 6 Potential land coverage** to the following Receiving Parcel(s) described as follows:

(put the receiving parcels description here) LOT 14 IN BLOCK I OF INCLINE VILLAGE UNIT NO. 1, AS SHOWN ON THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, NEVADA, ON THE 9TH DAY OF SEPTEMBER 1968.

Washoe County Assessor Parcel Number: APN 125-223-12

3. WHEREAS, both the Sending Parcels and the Receiving Parcel(s) are located in the Tahoe Region as described in the Tahoe Regional Planning Compact (P.L. 98-551, 94 Stat. 3233,1980), which region is subject to the regional plan and ordinances adopted by the Tahoe Regional Planning Agency ("TRPA") pursuant to the Tahoe Regional Planning Compact.
4. WHEREAS, the "Nevada Land Bank" was established per the Memorandum of Understanding dated July 19, 1993, between the TRPA and the Department of Conservation and Natural Resources, Nevada Division of State Lands, wherein said MOU allows, in part, the Nevada Land Bank to transfer land coverage and other development rights.
5. WHEREAS, as a condition of the transfer approval, Chapter 30 of the TRPA Code of Ordinances Subsection 30.4.3.G.1.c requires that the appropriate deed restriction be recorded against the Sending Parcels documenting the retirement of land coverage and the requirement that the area of the retired land coverage on the Sending Parcels be maintained in a natural or near-natural state. The deed restriction must likewise document that the area of the retired coverage on the Sending Parcels must be protected from soil disturbance.

6. WHEREAS, as a condition of the above approval, Chapter 30, Land Coverage, Subsection 30.4.1.C.2.a (iii) of the TRPA Code of Ordinances, requires that the Sending Parcels within the above project area be treated as if legally consolidated for the purpose of future land coverage calculations within the project area.

DECLARATIONS

NOWHEREFORE, for a valuable consideration the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares:

7. For the purpose of satisfying TRPA'S Code of Ordinances per Paragraph 6. above, the Sending Parcels identified in Paragraph 1 above shall always be treated as if the parcels had been legally consolidated for the purposes of land coverage and density calculations within the project area, and the TRPA ordinances pertaining to land coverage and density.
8. For the purpose of calculating land coverage and applying TRPA ordinances relating to land coverage, (Chapter 30 of the TRPA Code of Ordinances), **the Sending Parcels described above are now deemed by TRPA to have retired square feet of Class , potential land coverage and the balance of the remaining authorized TRPA Class coverage is calculated to be x,xxx square feet. The remaining land coverage only represents the authorized coverage released by TRPA and does not represent the total remaining land coverage on the property.**
9. Declarant hereby declares that the area of the retired land coverage on the Sending Parcels shall be maintained in a natural or near natural state and that Declarant shall make provisions for the future maintenance of the Sending Parcels.
10. This Deed Restriction shall be deemed a covenant running with the land, or an equitable servitude, as the case may be, and shall constitute benefits and burdens to the Sending Parcels and shall be binding on the Declarant and Declarant's assigns and all persons acquiring or owning any interest in the Sending Parcels.
11. This Deed Restriction may not be modified or revoked without the prior express written and recorded consent of the TRPA or its successor agency, if any. TRPA is deemed and agreed to be a third party beneficiary of this

APPROVED AS TO FORM:

Tahoe Regional Planning Agency

Dated: _____

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

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

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

I certify under PENALTY OF PERJURY under the laws of the State of Nevada
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

Name: _____
(typed or printed)

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Exhibit "A"

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

PARCEL 1 (Ptn. 131-240-02)

All that certain real property being a portion of the E-1/2 of Section 15 and the W-1/2 of Section 14, Township 16 North, Range 18 East, M.D.B.&M., more particularly described as follows:

Beginning at the Southwest corner of Lot 92 as said Lot 92 is shown on the map of Fairway Estates No. 1, Lake Tahoe, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on 29 July 1963;

Thence running along the exterior boundary of said Fairway Estates No. 1, the following seven courses and distances:

North 68°12'01" East 129.15 feet; North 59°55'19" East 281.62 feet; North 51°44'25" East 162.50 feet; North 45°20'50" East 159.08 feet; North 46°29'31" East 240.00 feet;
South 48°55'36" East 124.21 feet; South 34°55'46" East 105.00 feet; to the Northwest corner of Lot 82 of said Fairway Estates No. 1

Thence leaving the exterior boundary of said Fairway Estates No. 1, the following three courses and distances:

South 43°35'45" West 30.00 feet; South 23°51'46" East 107.40 feet; North 47°51'12" East 50.00 feet to the Southwesterly corner of said Lot 82;

Thence North 47°51'12" East 160.00 feet along the Southerly boundary of said Lot 82 to the Southeasterly corner of said Lot 82; last said point being on the Westerly right-of-way of Country Club Drive of said Fairway Estates No. 1, and being on a curve concave to the West, having a radius of 459.85 feet, a central angle of 23°55'10", the tangent to which bears South 22°30'33" East 97.41 feet, and said curve is designated-112 on the map of said Fairway Estates No. 1;

Thence Southerly along the arc of said curve A-112 and arc length of 191.98 feet to the most Easterly corner of Lot 81 of said Fairway Estates No. 1; thence running along the exterior boundary of said Fairway Estates No. 1, the following courses and distances:

North 88°35'23" West 55.00 feet; South 55°42'49" West 195.20 feet; South 32°18'46" West 325.75 feet; South 42°07'00" West 218.59 feet; South 61°08'32" West 121.58 feet; South 67°13'54" West 119.73 feet; South 65°46'38" West 431.89 feet; South 22°47'35" East 490.23 feet; South 35°24'30" East 174.81 feet to the most Southerly corner of Lot 60 and the Northwesterly boundary of Wedge Court, as said Lot 60 and Wedge Court are shown on the map of said Fairway Estates No. 1;

Thence South 45°18'35" West 128.84 feet to the most Westerly point of said Wedge Court; thence South 44°41'25" East 10.00 feet; thence leaving the boundary of said Fairway Estates No. 1, South 45°18'35" West 81.00 feet; thence South 78°46'10" West 228.08 feet, thence South 04°01'41" East 152.00 feet; thence North 86°35'27" East 192.24 feet; thence North 68°41'25" East 110.26 feet; thence South 86°25'24" East 147.52 feet; thence North 24°08'22" West 55.00 feet to the most Southerly corner of said Lot 56 of said Fairway Estates No. 1;

Thence leaving the boundary of said Fairway Estates No. 1, the following three courses and distances:

South 78°22'57" East 72.11 feet; North 52°54'16" East 151.33 feet; North 44°41'25" West 80.00 feet;

Thence running along the boundary of said Fairway Estates No. 1, the following courses and distances:

North 45°18'35" East 68.05 feet; thence South 68°49'44" East 395.59 feet; thence South 61°52'38" East 503.32 feet; thence South 43°14'25" East 218.05 feet; thence South 36°07'58" East 101.17 feet; thence South 25°20'01" East 95.65 feet; thence South 12°42'44" East 95.91 feet; thence South 5°29'38" West 98.95 feet to the most Westerly corner of Lot 32 of said Fairway Estates No. 1, last said point being on the Northerly right-of-way of Fourth Green Drive, as said Fourth Green Drive is shown on the map of said Fairway Estates No. 1;

Thence running along the Northerly line of said Fourth Green Drive the following two courses and distances:

South 88°06'36" West 248.47 feet to a tangent curve to the left, having a radius of 1600.00 feet a central angle of 01°58'43" and is designated A-41 on the map of said Fairway Estates No. 1; thence Southwesterly along the arc of said curve A-41

an arc length of 55.25 feet to the most Easterly corner of Lot 24 of said Fairway Estates No. 1;

Thence continuing along the exterior boundary of said Fairway Estates No. 1, the following courses and distances:

North 11°47'50" West 144.38 feet; North 24°51'19" West 157.71 feet; North 47°34'53" West 156.16 feet; North 53°09'23" West 120.10 feet; North 87°57'03" West 276.54 feet; North 64°54'48" West 159.11 feet; South 73°45'00" West 180.00 feet; North 88°30'00" West 445.00 feet; South 86°45'00" West 279.00 feet; South 37°56'28" West 63.72 feet; thence South 56°30'43" feet; thence leaving the boundary of said Fairway Estates No. 1, South 00°00'34" East 52.00 feet; thence South 69°18'12" East 195.80 feet to the Southwest corner of Lot 13 of said Fairway Estates No. 1;

Thence running along the boundary of said Fairway Estates No. 1, the following courses and distances:

South 56°30'34" East 57.30 feet; South 74°07'41" East 245.00 feet; thence South 57°57'49" East 299.80 feet; South 50°56'02" East 118.32 feet, thence North 38°30'40" East 19.53 feet; thence South 60°11'08" East 126.90 feet; thence South 35°36'36" West 40.00 feet; thence South 06°30'26" East 81.60 feet; South 48°37'29" East 185.89 feet; South 33°32'26" East 174 feet; North 55°37'19" East 451.57 feet; North 57°02'56" East 198.19 feet; North 01°53'24" West 70.00 feet to the Fourth Green Drive;

Thence North 88°06'36" East 181.71 feet along the Southerly right-of-way of said Fourth Green Drive;

Thence leaving said right-of-way South 01°53'24" East 108.72 feet to a point on the Westerly boundary of Lot 117 of said Fairway Estates No. 1; thence South 45°00'00" West 172.60 feet to the most Westerly corner of said Lot 117; thence leaving said boundary of said Fairway Estates No. 1, North 79°18'50" West 50.00 feet; thence South 40°18'58" West 354.77 feet; thence South 17°34'14" West 236.77 feet; thence South 41°23'51" East 309.62 feet; thence South 29°42'38" West 109.36 feet to the Northeasterly right-of-way line of Tahoe Boulevard;

Thence along said right-of-way North 50°33'02" West 1189.55 feet; thence curving to the left through a central angle of 23°26'36" and a radius of 3070.00 feet, a distance of 1256.13 feet; thence North 73°59'38" West 225.16 feet to a curve concave Easterly having a radius of 40.00 feet and a central angle of

135°11'02"; thence along the arc of said curve a distance of 94.38 feet; thence North 84°11'24" East 170.00 feet; thence North 65°11'24" East 217.00 feet; thence North 09°56'24" East 182.00 feet; thence North 21°56'24" East 80.00 feet; thence South 86°16'08" West 221.78 feet to the Easterly right-of-way line of Northwood Boulevard;

Thence along said right-of-way North 20°07'58" West 584.55 feet to a curve concave to the Southwest, having a radius of 740.00 feet, a central angle of 18°44'05"; along the arc of said curve a distance of 241.97 feet, to an arc at the intersection of Northwood Boulevard and Fairway Boulevard, concave to the Southeast, having a radius of 40.00 feet, a central angle of 93°45'19"; along said arc a distance of 65.45 feet to a point on the Southerly right-of-way line of Fairway Boulevard;

Thence North 54°53'16" East 22.48 feet to an arc concave to the Southeast, having a radius of 310.00 feet, a central angle of 09°20'45"; along said arc a distance of 34.25 feet; thence North 64°14'01" East 107.55 feet; to an arc concave to the Northwest, having a radius of 740.00 feet, a central angle of 28°00'00"; along said arc a distance of 361.63 feet; thence North 36°14'01" East 327.77 feet, to an arc concave to the Southeast, having a radius of 528.80 feet, a central angle of 22°44'27"; along said arc a distance of 209.88 feet to the Northwest corner of Incline Villa, a condominium, recorded 17 March 1972, under File No. 238019;

Thence along the exterior boundaries of Incline Villa, South 23°12'19" East 239.25 feet; thence North 74°08'08" East 214.77 feet; thence North 26°57'01" East 85.70 feet to the Southwest corner of Lot 92 of Fairway Estates No. 1 and the Point of Beginning.

Excepting therefrom that certain parcel deeded to Incline Village General Improvement District on 5 December, 1969 under File No. 161146, and more commonly known as Sewage Pumping Section No. 8.

PARCEL 2:

All that portion of land lying Southerly of Parcel 1 hereinabove described and lying Westerly of Lot 20 and Easterly of Lot 19 of Fairway Estates No. 1, according to the map filed in the office of the County Recorder of Washoe County, State of Nevada, on July 29, 1963 and lying Northerly of Sand Iron Drive.

NOTE: The above metes and bounds description appeared previously in that certain document recorded December 1, 1992, in Book 3623, Page 345, as Instrument No. 1626864.

PARCEL 3: (131-100-01)

All that certain real property being a portion of the S ½ of Section 10, and the N ½ of Section 15, Township 16 North, Range 18 East, M.D.B.&M., particularly described as follows:

Beginning at the Northwest corner of Lot 23 as said Lot 23 is shown on the Map of Fairway Estates No. 2, Lake Tahoe, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada on August 28, 1963; thence South 07°32'42" East 747.48 feet to the Southwesterly corner of Lot 17 of said Fairway Estates No. 2; thence running along the exterior boundary of said Fairway Estates No. 2 the following courses and distances:

South 83°25'45" East 107.13 feet; thence South 40°25'45" East 80.00 feet; thence South 05°34'15" West 165.00 feet; thence North 73°04'15" East 145.00 feet; thence North 37°35'15" East 80.00 feet to a point on the Westerly right of way line of Country Club Drive as said Country Club Drive is shown on the map of said Fairway Estates No. 2; thence South 52°24'45" East 40.67 feet; thence leaving said Country Club Drive and continuing on the exterior boundary of said Fairway Estates No. 2 South 23°23'44" West 102.93 feet; thence South 70°13'31" West 174.00 feet; thence South 54°13'31" West 242.00 feet; thence South 83°28'31" West 98.00 feet; thence South 57°58'31" West 330.00 feet; thence South 18°28'31" West 205.00 feet;

Thence South 26°04'56" East 118.61 feet to a point on the Northerly right of way line of Fairway Boulevard as said boulevard is shown on the map of said Fairway Estates No. 2, last said point being on a curve concave to the South having a radius of 640.00 feet, a central angle of 29°18'43"; and the tangent to which bears South 65°36'56" West; thence Southwesterly along the arc of said curve an arc length of 327.42 feet; thence leaving said Fairway Boulevard and the exterior boundary of Fairway Estates No. 2, the following courses and distances;

North 18°19'01" West 127.48 feet; thence North 00°01'39" East 191.88 feet; thence South 89°58'21" East 16.49 feet; thence North 15°43'20" East 221.54 feet; thence North 23°47'24" East 153.30 feet; thence North 72°05'09" East 223.47 feet; thence North 69°49'43" East 260.30 feet; thence North 07°11'51" East 78.08 feet; thence North 88°26'23" West 107.20 feet; thence South 80°26'51" West

162.11 feet; thence South $64^{\circ}53'14''$ West 215.46 feet; thence North $42^{\circ}15'50''$ West 109.33 feet; thence South $29^{\circ}45'16''$ West 193.77 feet; thence South $20^{\circ}04'42''$ West 120.40 feet; thence South $01^{\circ}59'44''$ East 273.80 feet; thence South $89^{\circ}58'21''$ East 16.49 feet; thence South $00^{\circ}01'39''$ West 198.66 feet; thence South $18^{\circ}19'01''$ East 164.16 feet to a point on the Northerly right of way line of said Fairway Boulevard; thence South $36^{\circ}14'01''$ West 99.46 feet along the Northerly line of said Fairway Boulevard; thence leaving said Fairway Boulevard North $26^{\circ}02'59''$ West 196.43 feet; thence North $28^{\circ}26'54''$ West 109.30 feet; thence North $08^{\circ}24'58''$ West 618.70 feet; thence North $12^{\circ}15'53''$ East 235.37 feet; thence North $46^{\circ}44'09''$ East 233.45 feet; thence North $72^{\circ}04'20''$ West 367.35 feet; thence North $76^{\circ}21'52''$ West 256.75 feet; thence South $69^{\circ}23'20''$ West 615.00 feet; thence South $73^{\circ}08'53''$ West 51.66 feet; thence North $80^{\circ}58'04''$ West 101.98 feet; thence North $23^{\circ}28'45''$ West 46.49 feet; thence North $16^{\circ}04'09''$ West 215.00 feet; thence South $73^{\circ}55'51''$ West 130.00 feet; thence North $16^{\circ}04'09''$ West 87.00 feet; thence North $60^{\circ}40'51''$ East 70.00; thence North $36^{\circ}22'46''$ West 87.98 feet to the Southerly boundary of Lot 42 of said Fairway Estates No. 2; thence running along the exterior boundary of said Fairway Estates No. 2 North $89^{\circ}10'51''$ East 243.00 feet; thence North $56^{\circ}10'51''$ East 345.00 feet; thence North $65^{\circ}02'17''$ East 180.66 feet to a point on the Southerly right of way line of Driver Way as said Driver Way is shown on the map of said Fairway Estates No. 2, last said point is located on a curve concave to the Southwest, having a radius of 975.00 feet a central angle of $08^{\circ}39'28''$; the Tangent to which bears South $85^{\circ}58'46''$ East 73.80 feet and is designated A-31 on the map of said Fairway Estates No. 2; thence Southeasterly along the arc of said curve A-31 and the Southerly right of way of said Driver Way an arc length of 147.33 feet; thence South $77^{\circ}19'18''$ East 185.00 feet along the Southerly right of way of said Driver Way to a curve to the left, having a radius of 1975.00 feet and a central angle of $10^{\circ}15'00''$; thence Southeasterly along the arc of last said curve and the Southerly right of way of said Driver Way an arc length of 353.32 feet; thence South $87^{\circ}34'18''$ East 102.00 feet along the Southerly right of way of said Driver Way to the Northwesterly corner of Lot 37 of said Fairway Estates No. 2; thence continuing along the exterior boundary of said Fairway Estates No. 2 South $07^{\circ}55'20''$ West 322.32 feet; thence South $59^{\circ}20'29''$ East 451.05 feet; thence North $54^{\circ}57'50''$ East 212.51 feet; thence North $15^{\circ}50'35''$ East 153.84 feet; thence North $00^{\circ}11'59''$ East 287.00 feet; thence North $11^{\circ}59'25''$ West 202.61 feet to a point on the Southerly right of way of said Driver Way; thence North $52^{\circ}55'42''$ East 35.00 feet along the Southerly right of way of said Driver Way to a tangent curve to the right, having a radius of 1715.00 feet and a central angle of $6^{\circ}03'48''$; thence Northeasterly along the arc of last said curve and the Southerly right of way of said Driver Way and arc length of 181.49 feet; thence leaving Driver Way and the exterior boundary of

said Fairway Estates No. 2, South 08°33'27" East 125.55 feet; thence North 79°09'33" East 37.50 feet to the point of beginning of this description.

NOTE: The above metes and bounds description appeared previously in that certain document recorded April 1, 1976, in Book 962, Page 511, as Instrument No. 402368.

PARCEL 4: (131-012-07)

All that certain real property being a portion of the S ½ of Section 10, Township 16 North, Range 18 East, M.D.B.&M., more particularly described as follows:

Beginning at the Southwest corner of Lot 64 as said Lot 64 is shown on the map of Fairway Estates No. 2, Lake Tahoe, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on August 28, 1963; thence North 66°53'23" East 1014.06 feet to the Southwest corner of Lot 72 of said Fairway Estates No. 2; thence South 24°14'22" East 20.00 feet; thence North 17°21'49" West 80.00 feet to the lot corner common to Lots 74 and 75 of Fairway Estates No. 2, said lot corner also being on the West line of Glenrock, a Townhouse, recorded June 23, 1967, under File No. 90533, Official Records; thence along the West boundary of Glenrock South 29°13'26" East 205.25 feet; thence Southeasterly along the arc of a tangent curve to the right having a radius of 200.00 feet and a central angle of 20°46'43"; an arc distance of 72.53 feet; thence South 08°26'43" East 185.76 feet; thence South 89°48'54" East 257.41 feet to the Southeast corner of Glenrock, a Townhouse; thence North 00°54'54" East 50.17 feet; thence North 75°33'22" East 121.17 feet; thence South 62°42'38" East 107.80 feet; thence South 07°12'18" East 191.68 feet; thence South 25°10'18" East 80.02 feet; thence Southeasterly, Southerly and Southwesterly along the arc of a tangent curve to the right having a radius of 20.00 feet and a central angle of 85°05'46" and arc distance of 29.70 feet to a point on the Northerly right of way of Driver Way as said Driver Way is shown on the map of said Fairway Estates No. 2; thence running along the Northerly right of way of said Driver Way Southeasterly along the arc of a curve concave Southerly having a radius of 1765.00 feet, a central angle of 6°59'46" and the tangent to which bears South 59°55'28" West 107.89 feet; said curve is a portion of that designated A-125 on the map of said Fairway Estates No. 2; thence South-Westerly along a portion of the arc of said curve A-125 and the Northerly right of way line of said Driver Way an arc distance of 215.52 feet; thence continuing along the Northerly line of said Driver Way South 52°55'42" West 28.00 feet to the Southeast corner of Lot 128 as said Lot 128 is shown on the map of Fairway Estates No. 2, Lake Tahoe, Washoe County, Nevada, filed in the office of the County Recorder of

Washoe County, State of Nevada, on August 28, 1963; thence running along the Easterly boundary of said Lot 128 the following courses and distances:

North 35°03'44" West 55.90 feet; thence North 05°54'42" East 60.88 feet; thence South 69°25'42" West 167.00 feet; thence South 20°34'18" East 35.00 feet; thence along the arc of a curve to the left having a radius of 204.00 feet, a central angle of 16°30'00" and an arc length of 58.75 feet; thence South 37°04'18" West 36.33 feet;

thence along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 90°00'00" and an arc length of 31.42 feet to the North line of Driver Way; thence along said North line South 52°55'42" West 82.00 feet; thence leaving said Driver Way along the arc of a curve to the left and concave Westerly having a radius of 20.00 feet, a central angle of 90°00'00" and an arc length of 31.42 feet; thence North 37°04'18" West 36.33 feet; thence along the arc of a curve to the right of having a radius of 246.00 feet, a central angle of 16°30'00"; and an arc length of 70.84 feet; thence North 20°34'18" West 244.00 feet to the Northeast corner of Lot 126 of said Fairway Estates No. 2; thence North 46°22'01" West 50.00 feet; thence North 87°21'03" West 93.90 feet to a point on Cart Court as said Cart Court is shown on the map of Fairway Estates No. 2, last said point being on a curve concave Southwesterly, having a radius of 45.00 feet, a central angle of 90°47'14" and the tangent to which bears North 52°27'51" West 45.62 feet; thence Northwesterly, Westerly and Southwesterly along the arc of last said curve and arc distance of 71.30 feet to the beginning of a curve designated A-117, concave Northwesterly, having a radius of 40.00 feet, a central angle of 33°46'04" and the tangent to which bears South 36°44'55" West 12.14 feet; thence Southwesterly along the arc of said curve A-117, an arc distance of 23.57 feet to the Southeast corner of Lot 57 of Fairway Estates No. 2; thence running along the exterior boundary of said Fairway Estates No. 2 the following courses and distances:

North 24°16'56" West 148.58 feet; thence South 69°36'28" West 252.99 feet; thence South 73°45'00" West 148.00 feet; thence South 81°45'00" West 244.00 feet; thence South 00°30'00" West 50.00 feet; thence South 65°31'28" East 194.04 feet; thence South 59°04'18" East 330.00 feet; thence South 76°49'18" East 198.00 feet to the most Southerly corner of Lot 51 of said Fairway Estates No. 2; thence South 00°19'18" East 37.30 feet along the Westerly right of way line of Caddie Court as said Caddie Court is shown on the map of said Fairway Estates No. 2, to the beginning of a tangent curve to the right having a radius of 30.00 feet, a central angle of 92°45'00" and designated curve A-104 on the map of said Fairway Estates No. 2; thence Southeasterly, Southerly, Southwesterly,

Westerly and Northwesterly along the arc of said curve A-104 an arc distance of 48.56 feet; thence North $87^{\circ}34'18''$ West 25.80 feet along the Northerly right of way of said Driver Way to a tangent curve to the right having an radius of 1925.00 feet, a central angle of $10^{\circ}15'00''$ and designated A-103 on the map of said Fairway Estates No. 2; thence Northwesterly along the arc of said curve A-103 an arc length of 344.38 feet; thence continuing along the Northerly right of way of said Driver Way North $77^{\circ}19'18''$ West 185.00 feet to a tangent curve to the left having a radius of 1025.00 feet, a central angle of $27^{\circ}15'00''$ and is designated A-102 on the map of said Fairway Estates No. 2; thence Northwesterly, Westerly, and Southwesterly along the arc of said curve A-102 an arc length of 487.49 feet; thence continuing along the Northerly right of way of said Driver Way South $75^{\circ}25'42''$ West 83.00 feet to a tangent curve to the right, having a radius of 1775.00 feet, a central angle of $05^{\circ}34'33''$ and designated A-101 on the map of said Fairway Estates No. 2; thence Southwesterly along the arc of said curve A-101 an arc distance of 172.74 feet to the Southeasterly corner of Lot 45 of said Fairway Estates No. 2; thence North $19^{\circ}31'13''$ West 143.01 feet to the Northeasterly corner of said Lot 45; thence South $84^{\circ}36'18''$ West 25.00 feet to the Southeasterly corner of Lot 50 of Fairway Estates No. 2; thence North $33^{\circ}32'19''$ West 135.62 feet to an angle point in the Easterly line of said Lot 50; thence North $70^{\circ}55'22''$ West 35 feet; thence on a curve to the left on Ace Court as said Court is shown on Fairway Estates No. 2 and designated A-155 to a point on the Southerly line of Lot 58 of said Fairway Estates No. 2; thence North $68^{\circ}11'09''$ East 273.86 feet to the true point of beginning.

Together with a strip of land 20 feet in width lying between Lots 66 and 67 of Fairway Estates No. 2 and bordered on the North by 14th Green Drive.

NOTE: The above metes and bounds description appeared previously in that certain document recorded April 1, 1976, in Book 962, Page 511, as Instrument No. 402368.

EXHIBIT "H"

Add address here

APN _____ - _____ - _____

(Receiving Parcel)

RECORDING REQUESTED BY:

Incline Village General Improvement District
893 Southwood Boulevard
Incline Village, Nevada 89451

Nevada Land Bank
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701

WHEN RECORDED MAIL TO:

Nevada Land Bank
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701

Escrow No. _____

Stewart Title Company, Reno, NV

**NOTICE OF TRANSFER, OPTION TO REPURCHASE AND
RESTRICTIONS ON ASSIGNMENT OF COVERAGE**

Notice is hereby given that the Incline Village General Improvement District, a quasi municipal corporation and political subdivision of the State of Nevada, ("IVGID") and the Nevada Division of State Lands ("NDSL") Nevada Land Bank ("Sellers") have transferred _____ square feet of Class ____, potential coverage (hereafter "Coverage") as defined in Chapter 30 of the Code of Ordinances of the Tahoe Regional Planning Agency (hereinafter "TRPA"), to that certain real property (the "Receiving Parcel") belonging to the undersigned Owner, more particularly described in Exhibit "A" attached hereto.

Seller has retained an Option to Repurchase any portion of the Coverage which remains unused on the Receiving Parcel at the end of two and one-half years from the date of approval by the **TRPA permit** conditioned upon the transfer of the Coverage. The option term shall be for 180 days, commencing at the end of said two and one-half year period. Exercise of the option shall be by written notice from Seller to the Owner or the Owner's successor in interest.

The terms of the agreement regarding transfer of the Coverage are more particularly set forth in the "Purchase and Sale Agreement and Joint Escrow Instructions" dated _____, executed by Seller and the Owner ("Agreement").

By: _____ Date: _____
Charles Donohue
Administrator and State Lands Registrar

State of Nevada)
) ss
County of _____)

On this _____ day of _____, 20__, before me, personally appeared _____ personally known to me, (or proved on the basis of satisfactory evidence) to be the person whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon their behalf of which the person acted, executed the instrument.

Notary Public

Seller: Nevada Division of State Lands

By: _____ Date: _____
Charles Donohue
Administrator and State Lands Registrar

State of Nevada)
) ss
County of _____)

On this _____ day of _____, 20__, before me, personally appeared _____ personally known to me, (or proved on the basis of satisfactory evidence) to be the person whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon their behalf of which the person acted, executed the instrument.

Notary Public

EXHIBIT "A"
(Legal Description of Receiving Parcel)

EXHIBIT "I"

BRADLEY CROWELL
Director

Department of Conservation
and Natural Resources

CHARLES C DONOHUE
Administratur

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

_____, 20__

(To be mailed to TRPA/_____ County)

Regarding: Land Coverage Transfer Escrow
Receiving Parcel APN ____-____-____
Address: _____
Buyer: _____
Seller: Nevada Division of State Lands/IVGID

Dear Mr Boyd:

This is to advise you that the above referenced transaction closed escrow on _____, 20__ and all documents have been recorded. In this transaction _____ square feet of Class __, _____ land coverage was transferred to the above referenced Receiving Parcel from _____ APN ____-____-____ and from the Nevada Land Bank.

In the event you have any questions please contact me at (775) 684- 2735.

Sincerely,

Brenda Swart
State Land Agent II
Nevada Tahoe Resource Team
bswart@lands.nv.gov

Enclosures