



YERINGTON CITY COUNCIL

MONDAY, May 11TH 2026

10:00 A.M.

Yerington City Hall 14 E. Goldfield Ave. Yerington, NV 89447

The Yerington City Council will conduct a public meeting on the 11th day of May, 2026, beginning at 10:00 a.m. at 14 East Goldfield Ave. Yerington, NV 89447

Join Zoom Meeting

<https://us06web.zoom.us/j/9040866690?pwd=Dc89jDEAUumicWChLj1oV5quXjYkqS.1&omn=84421433874>

Meeting ID: 904 086 6690 / Passcode: 2026COY (case sensitive)

Mobile: 1 (669) 900-6833 / 1 (719) 359-4580

Please call Yerington City Hall at (775) 463-3511 if you have any questions accessing the meeting. Written public comments may be mailed to the City Clerk's office at 14 E. Goldfield Ave. Yerington, Nevada 89447 or emailed to stacys@yerington.net. Be sure to type PUBLIC COMMENT in the subject line. Comments must be received the business day prior to the date of the meeting by 4:00 p.m. for the comments to be included in the meeting.

City Council meetings are open to the public and may be attended in person or via virtual Zoom, if available. Virtual public comment may be given if you are attending the virtual Zoom meeting by "raising your hand" virtually at the appropriate times to notify staff of your desire to speak.

AGENDA:

Action may be taken only on those items denoted "For Possible Action."

1. **Call to order, roll call and Pledge of Allegiance.**

2. **Public Comment:** No action may be taken on a matter raised under this item of the agenda until the matter itself has been included specifically on an agenda as an item upon which action will be taken. *Items appearing in the Consent Agenda (item 4) should also be discussed at this time.*

3. **For Possible Action:** Review and approval of the agenda.

- a. **NOTICE RE: NRS 237:** *When the City Council approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 et seq. with respect to items on this agenda and determines that each matter on this agenda for which a Business Impact*

Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, and each matter which is on this agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business.

4. **Consent Agenda (Action Will be Taken on All Items):** *All matter listed under the consent agenda are considered routine, and may be acted upon by the City Council with one action, and without an extensive hearing. Any member of the Council or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.*

4.a For Possible Action: Discussion and approval of bills previously submitted for payment as follows:

Checks #41818 through #41858 totaling \$233,343.36

4.b For Possible Action: Discussion and Possible Approval of minutes from the April 27th, 2026 regular meeting.

Regular Agenda – (Action will be taken on all items unless otherwise noted)

5. **For Discussion Only:** Update from the Bureau of Land Management (BLM) District Manager, Kimberly Dow, on current activities
6. **For Possible Action:** Discussion and Possible Action to approve a Parcel Map Application submitted by D. G. Smith Enterprises, Inc. on behalf of Grand Estates, LLC, regarding APN 001-011-44 (168 Goldfield Ave). This item was recommended for conditional approval by the Yerington Planning Commission.
7. **For Possible Action:** Discussion and Possible Action to approve a Zone Map Amendment consolidating APN 001-561-07, on behalf of Peri & Peri LLC, from a dual zone of M1 Industrial and A-Agriculture to a single zone designation of M1 Industrial. This item was recommended for approval by the Yerington Planning Commission.
8. **For Possible Action:** Eric Anderson with Bighorn Consulting on behalf of Peri & Peri, LLC is proposing a Boundary Line Adjustment application with APN 001-561-07 & 001-541-23 (54 N. Hwy 95A) & (107 McLeod St). This item was recommended for approval by the Yerington Planning Commission.
9. **For Discussion Only:** First reading of Bill #435, AN ORDINANCE AMENDING THE YERINGTON CITY CODE TITLE 10, ZONING REGULATIONS, ADDING CHAPTER 15, SECTIONS 1 THROUGH 8, DECLARATION OF A MAIN STREET OVERLAY DISTRICT AND OTHER MATTERS PROPERLY RELATING THERETO. This item was recommended for adoption by the Administrative Committee.
10. **For Discussion Only:** Frist reading of Bill # 436, AN ORDINANCE AMENDING THE YERINGTON CITY CODE, TITLE 3, BUSINESS AND LICENSE REGULATIONS, TO ADOPT ANNUAL BUSINESS LICENSE SCHEDULES. This item was recommended for adoption by the Administrative Committee.

11. **For Discussion Only:** Discussion of Resolution 2026-05, a Resolution amending the Quarterly Fee Matrix from quarterly Business License Fees to an Annual Business License Fee on the City of Yerington Fee Schedule. This item was recommended for adoption by the Administrative Committee.
12. **For Discussion Only:** First reading of Bill #437, AN ORDINANCE AMENDING THE YERINGTON CITY CODE, TITLE 3, BUSINESS AND LICENSE REGULATIONS, TO ADOPT ANNUAL LIQUOR LICENSE SCHEDULES. This item was recommended for adoption by the Administrative Committee.
13. **For Discussion Only:** Discussion and Possible Action to recommend Resolution 2026-06, a Resolution amending the Quarterly Liquor License Fee to an Annual Liquor License Fee as listed on the City of Yerington Fee Schedule. This item was recommended for adoption by the Administrative Committee.
14. **For Possible Action:** Discussion and Possible Action to approve a professional GIS Service Agreement between the City of Yerington and DOWL for GIS Services for an amount not to exceed \$15,000.00 from July 1, 2026 through June 30, 2027.
15. **For Discussion Only:** Discussion of Resolution 2026-07, a Resolution amending the City of Yerington Fee Schedule Water Standpipe Rates. This item was first publicly discussed by Yerington City Council at the March 23, 2026 regular meeting.
16. **Agenda Requests:** A Councilmember or appointed department head may request an item be considered on a future agenda either by making an oral request at a Council meeting or submitting the request in writing to the City Manager at least 30 days prior to the meeting for which the item is requested to be placed on the agenda.
17. **Public Comment:** No action may be taken on a matter raised under this item of the agenda until the matter itself has been included specifically on an agenda as an item upon which action will be taken.
18. **Department and Elected Official Reports** - No action will be taken, reports with possible comments and discussion only, as follows:
 - A. City Attorney Report
 - B. Chief of Police Report
 - C. Public Works Director Report
 - D. City Manager Report
 - E. City Clerk Report
 - F. Council Comments
 - G. Mayor Comments
19. **Closed Session Pursuant to NRS 241.015(4)(c)** - To receive information from legal counsel regarding potential or existing litigation involving a matter over which the Council has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter, or both.
20. **Adjournment.**

NOTICE TO PERSONS WITH DISABILITIES: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify city staff at (775)463-3511 in advance so that reasonable arrangements may be made.

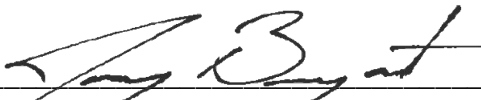
If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Mail your completed complaint form or letter to the U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410; or fax to (202) 690-7442 or email at program.intake@usda.gov.

NOTICE:

1. Agenda items listed above may be taken out of order.
2. Two or more agenda items may be combined.
3. Agenda items may be removed from agenda or delayed at any time.
4. Any restrictions on public comment must be set out herein.
5. Public comment is limited to three (3) minutes per person.
6. Public comment cannot be restricted based on viewpoint. Section 7.05 of the Nevada Open Meeting Law Manual indicates that a public body's restrictions on public comment must be neutral as to the viewpoint expressed, but the public body may prohibit content if the content of the comments is a topic that is not relevant to, or within the authority of, the public body, or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounting to personal attacks or interfering with the rights of other speakers. *See* AG File No. 00-047 (April 27, 2001).

Supporting documentation for the items on the agenda is available to members of the public at www.yerington.net, by request at the City Manager's Office (14 E. Goldfield Ave., Yerington, NV), by phone (775)463-3511, or by email requests to stacys@yerington.net.

I, Jerry Bryant, do hereby certify that the foregoing agenda was duly posted at Yerington City Hall located at 14 East Goldfield Avenue, the Yerington Police Department located at 227 S Main St, the Yerington Post Office located at 26 N. Main St, the Lyon County Libraries Yerington branch located at 20 Nevin Way Yerington, NV 89447 and also online at the Nevada State Department of Administration web site at notice.nv.gov and the City of Yerington website at www.yerington.net by the 6th day of May 2026, in compliance with NRS 241.020.



Jerry Bryant, Interim City Manager
City of Yerington

05/05/2026

Date

4a

For Discussion and Possible Action: Discussion and Approval of Bills Previously Submitted for Payment as Follows:

Checks **41818** through **41858** totaling **\$233,343.36**

Accounts Payable: \$140,829.94

Payroll: \$56,160.67

Transmittals: \$36,352.75

A/P

4.22.2026

⑬ 41818 - 41830

4.29.2026

⑱ 41841 - 41858

P/R

4.27.26

① ~~41831 - 41834~~

⑬ 4302601 - 4302623

④ 41836 - 41839

Trans:

4.27.26

① 4272601

① 41840

May 11th Meeting
April 20 - May 3, 2026

Report Criteria:
Report type: Invoice detail
Check Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
41818									
04/26	04/22/2026	41818	1020	AFLAC	385514	AFLAC INSURANCE	00-00-00-2015	511.69	511.69
Total 41818:									511.69
41819									
04/26	04/22/2026	41819	7114	AG SPRAY EQUIPMENT	133351	SOLENOIDS	01-56-35-7043	243.83	243.83
Total 41819:									243.83
41820									
04/26	04/22/2026	41820	6244	ARELLANO HEATING & AIR	P11906	SERVICES	01-56-35-7011	1,501.22	1,501.22
04/26	04/22/2026	41820	6244	ARELLANO HEATING & AIR	P11907	SERVICES	01-56-35-7011	147.50	147.50
04/26	04/22/2026	41820	6244	ARELLANO HEATING & AIR	P11908	SERVICES	01-56-35-7011	227.50	227.50
Total 41820:									1,876.22
41821									
04/26	04/22/2026	41821	1170	CHARTER COMMUNICATIONS	176104001041	PD- INTERNET	01-52-20-7033	220.00	220.00
Total 41821:									220.00
41822									
04/26	04/22/2026	41822	1062	FLYERS ENERGY, LLC	CFS-4583567	PD FUEL	01-52-20-7049	1,233.60	1,233.60
Total 41822:									1,233.60
41823									
04/26	04/22/2026	41823	6866	HDR ENGINEERING INC	1200801573	CALIFORNIA WELL	02-55-25-9057	2,865.93	2,865.93
Total 41823:									2,865.93
41824									
04/26	04/22/2026	41824	6695	OSKAR SEPTIC SERVICES, LLC	007272	SERVICES	01-56-35-7011	550.00	550.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 41824:									
41825	04/26	04/22/2026	41825	1761 PAPE MACHINERY	8002735	PO 19700	02-54-25-7043	302.43	302.43
Total 41825:									
41826	04/26	04/22/2026	41826	1888 SIERRA CONTROLS, LLC	257718	CRYSTAL CLEAR/SUNRIS	02-54-25-7041	4,965.21	4,965.21
04/26	04/22/2026	41826	1888	SIERRA CONTROLS, LLC	257719	MASON BOOSTER	02-54-25-7041	960.00	960.00
Total 41826:									
41827	04/26	04/22/2026	41827	6424 VETSCH, ROBERT	30020201	WATER	22-00-00-2230	38.84	38.84
Total 41827:									
41828	04/26	04/22/2026	41828	2078 WASHOE COUNTY SHERIFFS OFFICE	1826001919	TOXICOLOGY SERVICES	01-52-20-7016	200.00	200.00
Total 41828:									
41829	04/26	04/22/2026	41829	2088 WESTERN NEVADA SUPPLY	12222381	PO 19699	02-54-25-7011	2,525.70	2,525.70
Total 41829:									
41830	04/26	04/22/2026	41830	2094 WILD WEST CHEVROLET	6038212	SERVICES	01-52-20-7044	85.63	85.63
Total 41830:									
41841	04/26	04/29/2026	41841	1020 AFLAC	699123	AFLAC INSURANCE	00-00-00-2015	383.96	383.96
Total 41841:									

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
41842									
04/26	04/29/2026	41842	6976	ASCENT AVIATION GROUP, INC.	1195615	AIRPORT FUEL	01-55-27-7056	35,562.49	35,562.49
	Total 41842:							35,562.49	
41843									
04/26	04/29/2026	41843	6544	AT&T MOBILITY	287356205515	CELLULAR SERVICE PD	01-52-20-7033	413.69	413.69
	Total 41843:							413.69	
41844									
04/26	04/29/2026	41844	7035	BURROFF AND ASSOCIATES, LTD	3021362	WISNER	01-52-20-7032	665.00	665.00
04/26	04/29/2026	41844	7035	BURROFF AND ASSOCIATES, LTD	3022835	COOMBS	01-52-20-7032	665.00	665.00
	Total 41844:							1,330.00	
41845									
04/26	04/29/2026	41845	1230	CROWDER, TRAVIS	APRIL 2026	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
	Total 41845:							25.00	
41846									
04/26	04/29/2026	41846	1273	DOUGLAS, STEVE	APRIL 2026 P	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
	Total 41846:							25.00	
41847									
04/26	04/29/2026	41847	2058	FRONTIER	42226CHI	TELEPHONE	03-54-25-7033	479.10	479.10
04/26	04/29/2026	41847	2058	FRONTIER	42226PD	TELEPHONE	01-52-20-7033	245.33	245.33
04/26	04/29/2026	41847	2058	FRONTIER	42226PW2	TELEPHONE	03-54-25-7033	208.28	208.28
	Total 41847:							932.71	
41848									
04/26	04/29/2026	41848	1902	NV ENERGY	312572-0426	POWER	03-54-25-7033	241.69	241.69
04/26	04/29/2026	41848	1902	NV ENERGY	512345-0426	POWER	03-54-25-7033	78.53	78.53
04/26	04/29/2026	41848	1902	NV ENERGY	513290-0426	POWER	03-54-25-7033	103.32	103.32
04/26	04/29/2026	41848	1902	NV ENERGY	533954-0426	POWER	01-55-27-7033	132.24	132.24
04/26	04/29/2026	41848	1902	NV ENERGY	546699-0426	POWER	03-54-25-7033	82.90	82.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 41848:									
41849	04/26	04/29/2026	41849	7116 OBRIEN, STEVEN & KATHLEEN	11316702	WATER DEPOSIT	02-00-00-2230	115.59	115.59
Total 41849:									
41850	04/26	04/29/2026	41850	1826 RESOURCE DEVELOPMENT CO	25-089-A-4	CALIFORNIA WELL	02-55-25-9057	71,585.10	71,585.10
Total 41850:									
41851	04/26	04/29/2026	41851	7118 RODGERS, MARION O.		PARK DEPOSIT	01-20-00-3179	200.00	200.00
Total 41851:									
41852	04/26	04/29/2026	41852	7115 SOLARI, LEO	APRIL 2026	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 41852:									
41853	04/26	04/29/2026	41853	1886 THATCHER COMPANY OF NEVADA, IN	202640010147	WATER TREATMENT PLA	02-54-25-7061	3,812.34	3,812.34
Total 41853:									
41854	04/26	04/29/2026	41854	1886 THATCHER COMPANY OF NEVADA, IN	202640010147	WATER TREATMENT PLA	02-54-25-7061	3,959.40	3,959.40
Total 41854:									
41855	04/26	04/29/2026	41855	7117 THOMAS, AMY	12505700	WATER DEPOSIT REFUN	02-00-00-2230	100.00	100.00
Total 41855:									

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
41856									
04/26	04/29/2026	41856	7103	TROUT, KEITH	APRIL 2026	PLANNING COMMISSION	01-51-14-5113	25.00	25.00
Total 41856:									
41857									
04/26	04/29/2026	41857	2088	WESTERN NEVADA SUPPLY	12225892	SUPPLIES	02-54-25-7011	531.46	531.46
04/26	04/29/2026	41857	2088	WESTERN NEVADA SUPPLY	12228687	PO 19701	02-54-25-7011	4,150.74	4,150.74
04/26	04/29/2026	41857	2088	WESTERN NEVADA SUPPLY	12231991	SUPPLIES	02-54-25-7011	167.70	167.70
Total 41857:									
41858									
04/26	04/29/2026	41858	6908	WORKWELL TECHNOLOGIES	EST010991	TIME CLOCK	03-54-25-7011	267.00	267.00
Total 41858:									
Grand Totals:									140,829.94

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
00-00-00-1075	15.59	.00	15.59
00-00-00-2015	895.65	.00	895.65
00-00-00-2200	.00	911.24	911.24
01-00-00-2200	.00	42,641.73	42,641.73
01-20-00-3179	200.00	.00	200.00
01-51-14-5113	100.00	.00	100.00
01-51-14-7011	89.00	.00	89.00
01-51-14-7033	159.70	.00	159.70
01-52-20-7016	200.00	.00	200.00
01-52-20-7032	1,330.00	.00	1,330.00
01-52-20-7033	879.02	.00	879.02
01-52-20-7044	85.63	.00	85.63
01-52-20-7049	1,233.60	.00	1,233.60
01-55-27-7033	132.24	.00	132.24

GL Account	Debit	Credit	Proof
01-55-27-7043	121.92	.00	121.92
01-55-27-7056	35,562.49	.00	35,562.49
01-56-35-7011	2,426.22	.00	2,426.22
01-56-35-7043	121.91	.00	121.91
02-00-00-2200	.00	96,378.85-	96,378.85-
02-00-00-2230	200.00	.00	200.00
02-54-25-7011	7,464.60	.00	7,464.60
02-54-25-7033	263.84	.00	263.84
02-54-25-7041	5,925.21	.00	5,925.21
02-54-25-7043	302.43	.00	302.43
02-54-25-7061	7,771.74	.00	7,771.74
02-55-25-9057	74,451.03	.00	74,451.03
03-00-00-2200	.00	859.28-	859.28-
03-54-25-7011	89.00	.00	89.00
03-54-25-7033	770.28	.00	770.28
22-00-00-2200	.00	10.54-	10.54-
22-00-00-2230	10.54	.00	10.54
23-00-00-2200	.00	28.30-	28.30-
23-00-00-2230	28.30	.00	28.30
Grand Totals:	140,829.94	140,829.94-	.00

M = Manual Check, V = Void Check

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check Type = {<>} "Adjustment"

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
04/26/2026	PC	04/30/2026	41836	Smith, David W.	602		00-00-00-102	664.92-	
04/26/2026	PC	04/30/2026	41837	Talamante, Thomas	605		00-00-00-102	638.30-	
04/26/2026	PC	04/30/2026	41838	Draper, Gavin	680		00-00-00-102	670.88-	
04/26/2026	PC	04/30/2026	41839	Zimmerman, Mark	693		00-00-00-102	1,839.10-	
04/26/2026	PC	04/30/2026	4302601	Adams, Jarrod	582		00-00-00-102	2,558.52-	D
04/26/2026	PC	04/30/2026	4302602	Becker, Dennis	20		00-00-00-102	2,872.24-	D
04/26/2026	PC	04/30/2026	4302603	Bloodworth, Crystal	699		00-00-00-102	865.22-	D
04/26/2026	PC	04/30/2026	4302604	Bryant, Jeremy	647		00-00-00-102	3,455.55-	D
04/26/2026	PC	04/30/2026	4302605	Clanton, Shawn J.	695		00-00-00-102	3,809.40-	D
04/26/2026	PC	04/30/2026	4302606	Coombs, Brandon	31		00-00-00-102	3,635.79-	D
04/26/2026	PC	04/30/2026	4302607	Durst Jr, Ronald	676		00-00-00-102	1,839.15-	D
04/26/2026	PC	04/30/2026	4302608	Gutierrez, Tommy	659		00-00-00-102	2,285.38-	D
04/26/2026	PC	04/30/2026	4302609	Haas, Stephanie	678		00-00-00-102	2,857.13-	D
04/26/2026	PC	04/30/2026	4302610	Haro-Reynaga Jr., Gustavo	689		00-00-00-102	1,302.81-	D
04/26/2026	PC	04/30/2026	4302611	Jennerjohn, Richard	650		00-00-00-102	3,407.23-	D
04/26/2026	PC	04/30/2026	4302612	Larsen, Stacey	644		00-00-00-102	1,705.91-	D
04/26/2026	PC	04/30/2026	4302613	Larson, Michele	667		00-00-00-102	1,762.93-	D
04/26/2026	PC	04/30/2026	4302614	Lopez, Savannah	698		00-00-00-102	1,286.43-	D
04/26/2026	PC	04/30/2026	4302615	Mays, Brittany	684		00-00-00-102	1,359.71-	D
04/26/2026	PC	04/30/2026	4302616	McNeill, Sean	683		00-00-00-102	2,800.62-	D
04/26/2026	PC	04/30/2026	4302617	Ruiz, Francisco	658		00-00-00-102	1,187.64-	D
04/26/2026	PC	04/30/2026	4302618	Shapiro, Paul	687		00-00-00-102	3,055.50-	D
04/26/2026	PC	04/30/2026	4302619	Smith, Brian	681		00-00-00-102	2,978.87-	D
04/26/2026	PC	04/30/2026	4302620	Stevenson, Stacy	682		00-00-00-102	2,165.26-	D
04/26/2026	PC	04/30/2026	4302621	Sturtevant, Helen M.	163		00-00-00-102	1,774.23-	D
04/26/2026	PC	04/30/2026	4302622	Tamayo, Ricardo	694		00-00-00-102	670.88-	D
04/26/2026	PC	04/30/2026	4302623	Wisner, Nicholas	177		00-00-00-102	2,711.07-	D

Grand Totals:

								56,160.67-	
			27						

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Void

Includes unprinted checks

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
04/26/2026	CDPT	04/27/2026	41840	PUBLIC EMPLOYEES RETIREME	2	Retirement - Police Pay Period: 0	00-00-00-102	26,475.89-	
04/26/2026	CDPT	04/27/2026	7242601	IRS Tax Deposit Wells Fargo	1	Tax Deposit Federal Withholding T	00-00-00-102	9,876.86-	
Grand Totals:								36,352.75-	
			2						

Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes the following check types:

Transmittal

Includes unprinted checks

4b

Yerington City Council Meeting
April 27 at 10:00 a.m. – City Hall

The regular meeting of the Yerington City Council was held in the Council Chambers at 10:00 a.m. with the following present:

Mayor John J. Garry
Council Members Shane Martin, Omar Lopez, Nicholas Beaton and Matthew Galvin
City Attorney Charles Zumpft
Interim City Manager Jerry Bryant
City Clerk Stacy Stevenson
Chief of Police Shawn Clanton
Public Works Director Paul Shapiro
Minutes Clerk Savannah Lopez

Absent:

Guests: Robbin Biggs, Melody Young, Celeste MacFarlane

The meeting was called to order within the James Sanford Community Center and roll call was reported by Mayor Garry. The Pledge of Allegiance was led by Mayor Garry.

Public Comments

Mayor Garry asked for public comments, no comments were made at this time.

Agenda Approval

Mayor Garry stated the agenda would be approved as presented unless there were any objections or corrections. Mayor Garry asked for comments, no comments were made at this time and the motion was approved unanimously.

Consent Agenda

4.a Review Bills Previously Submitted for Payment

Mayor Garry stated the bills previously submitted for payment, check numbers 41762 through 41817 totaling \$252,916.62 would be approved unless there were any objections or corrections. Mayor Garry stated no objections were made at this time and the bills previously submitted for payment were approved unanimously

Minutes

Mayor Garry presented the minutes from the March 26, 2026, regular meeting for approval, noting they would be accepted pending any objections or corrections. Councilman Beaton moved to approve the consent agenda as presented, and the motion was seconded by Councilman Lopez. As no objections were raised,

Mayor Garry stated the minutes from the April 13, 2026, regular meeting were approved unanimously.

Regular Agenda

for Possible Action: Approval of New, Renewal and Name Change Business Licenses Applications.A-L

Mayor Garry stated the business license applications, items A through L would be approved unless there were any objections or corrections. Councilman Beaton moved to approve items A through L, seconded by Councilman Martin. Mayor Garry stated no objections were made at this time and the motion was approved unanimously.

5. For Presentation Only: Proclamation by Mayor John J. Garry, recognizing the week of May 3, 2026 through May 9, 2026 as Children's Mental Health Action Week in the City of Yerington

Interim city manager Jerry Bryant, request comes from Nevada pep state wide. Mayor Garry has observed the first week of May as a time to be proactive in responding in the needs of our children.

6. For Presentation Only: Review and Discussion of the City of Yerington 2025 Master Plan, Chapter 4, titled Seismic Safety. (Requested by Mayor John J. Garry).

Interim city manager Bryant discusses as previously requested regarding Chapter 4, we are proceeding with the activity to evaluate downtown buildings for seismic reinforcement. The City of Yerington is located within Earthquake Zone 4, and all new construction must comply with the Zone 4 code. We are currently assisting with seismic assessments to determine which buildings require reinforcement, while noting that a specific threshold applies to buildings that are grandfathered in.

Ms. MacFarlane from Lyon County Emergency Management states that the county is ready to support the upcoming field surveys. Additionally, Public works director Paul Shapiro has highlighted that Nevada is the third riskiest state for earthquakes. He recommends increasing awareness regarding post-earthquake safety protocols, such as inspecting building structures and turning off gas and water lines.

Public Comment

Ms. Robin Biggs asking to execute the evacuation plan for earthquakes.

Ms. Melony young gives a shout out to all the volunteers to who showed up for cleanup day on main street and expresses the great turnout within the community.

Department Reports

City Attorney Zumpth: Nothing to report.

Chief of Police : Nothing to report.

Public works Director: Address recent concerns and misinformation circulating online regarding our water quality. Given the impact of social media, it is important to provide the public with accurate information. The City of Yerington conducts monthly testing for arsenic and uranium. If an issue were ever detected, an immediate announcement would be made to ensure public awareness. Please be assured that our city water

Interim City Manager Bryant : Shares upcoming meetings that can be found online. Addresses traffic complaints and plan to be develop.

Councilman Beaton: Thanks the city for coming to together on cleanup day.

Councilman Lopez: Thanks public works director for addresses the social media concerns.

Councilman Martin: Has nothing to report.

Councilman Galvan: Addresses the traffic control and social media making it transparent that there will be an action plan in place to making the community safer, and the practice safe driving.

There being no further business, the meeting was adjourned at 10:33am

Mayor of the City of Yerington

ATTEST:

Bookkeeper of the City of Yerington

5

City of Yerington

BLM Updates

May 2026

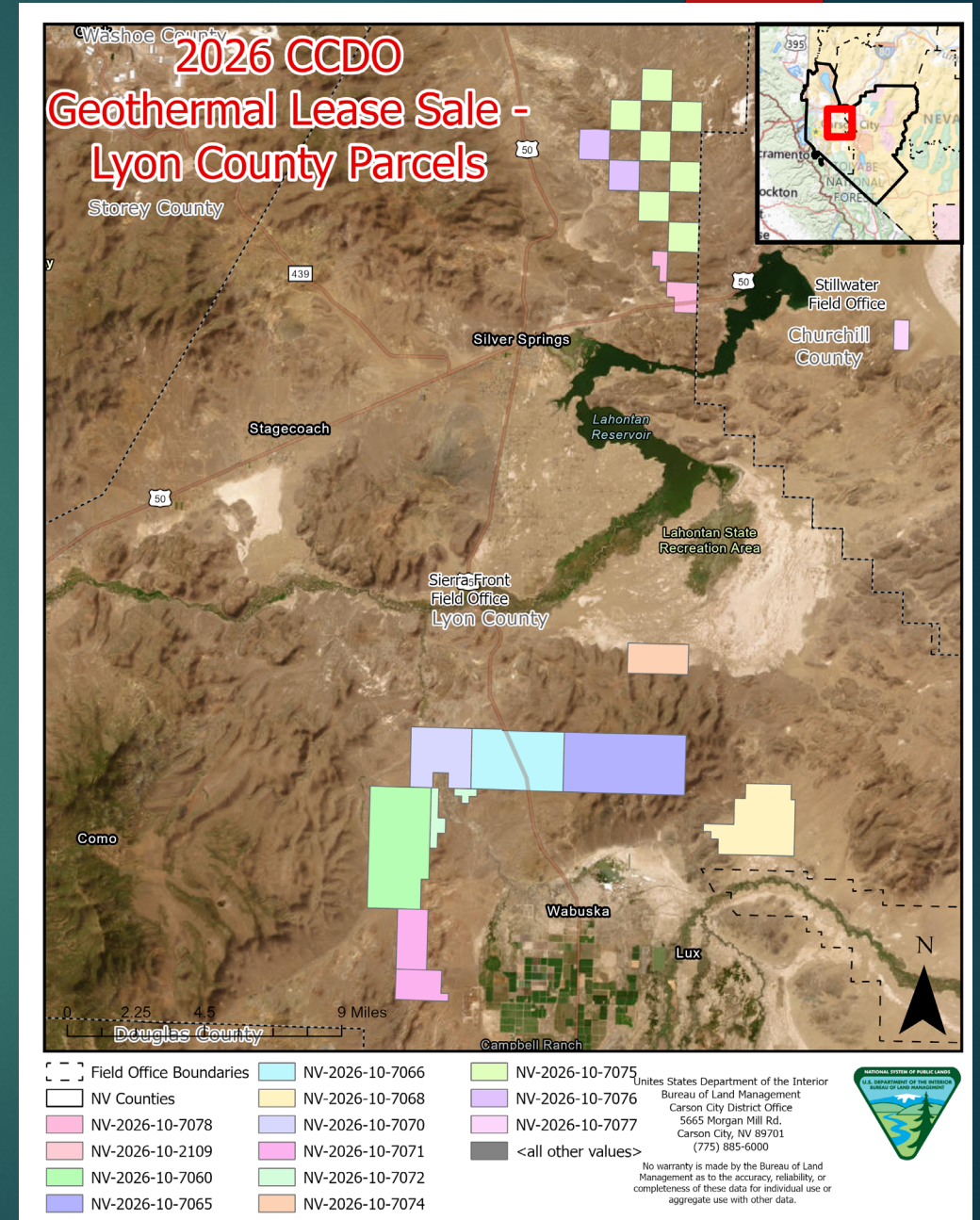
Matt Magaletti
Acting District Manager
Carson City District Office



2026 CCDO GEOTHERMAL LEASE SALE

- 13 parcels total; 32,175 acres
- 11 in Lyon County
- 1 in Churchill
- 1 in Mineral

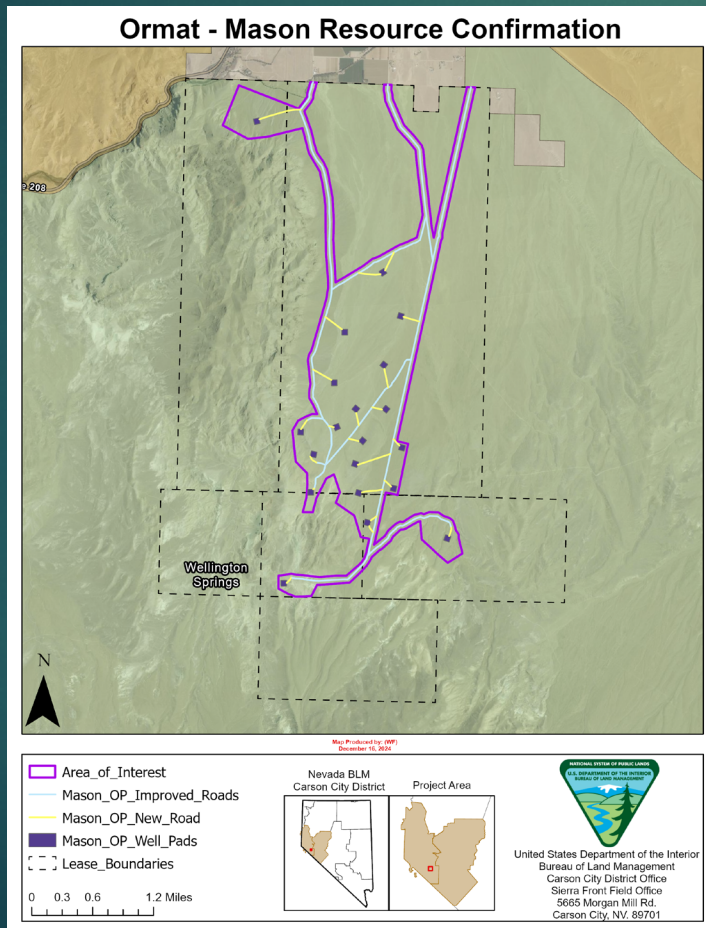
NEPA Review	February 11, 2026-July 24, 2026
NEPA Status Call (Issues/Controversies)	March 27, 2026
NEPA Draft Due to NVSO	June 10, 2026
NEPA Posting to Eplanning for Public Comment	June 24, 2026
Final NEPA with Comments due to NVSO	August 7, 2026
Posting of Final NEPA and Draft FONSI	August 21, 2026
Sale Date	October 20, 2026



GEOHERMAL PROJECTS

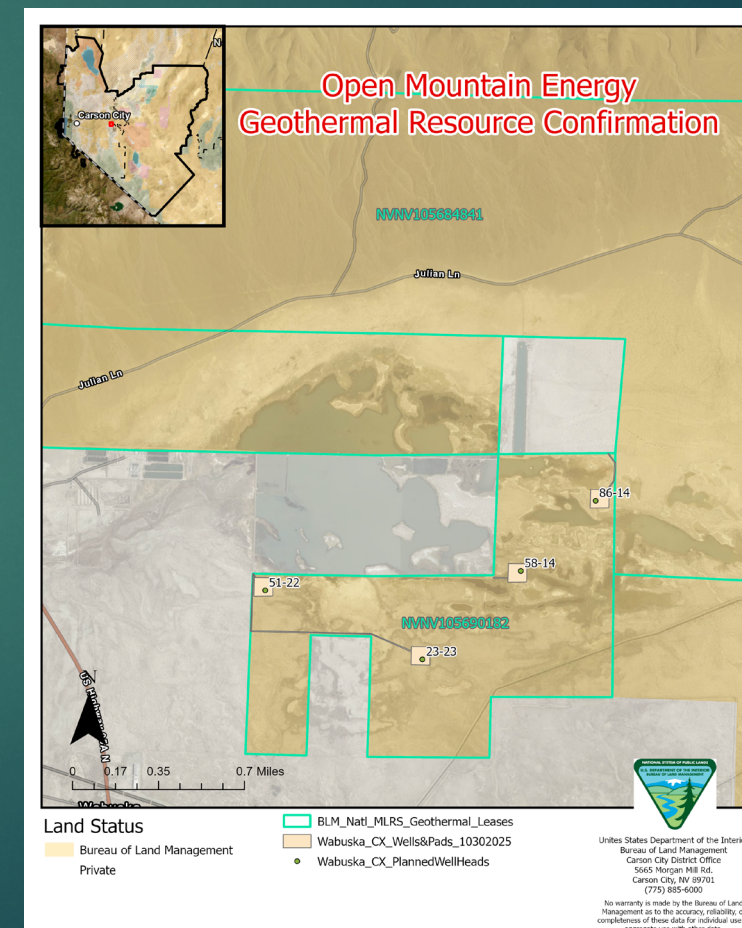
Mason Valley Geothermal - Ormat

- Resource Confirmation
- U.S. Forest Service
- NEPA Stage: Processing Categorical Exclusion



Whitegrass - Open Mountain Energy

- Resource Confirmation
- BLM Land
- NEPA Stage: Processing Categorical Exclusion



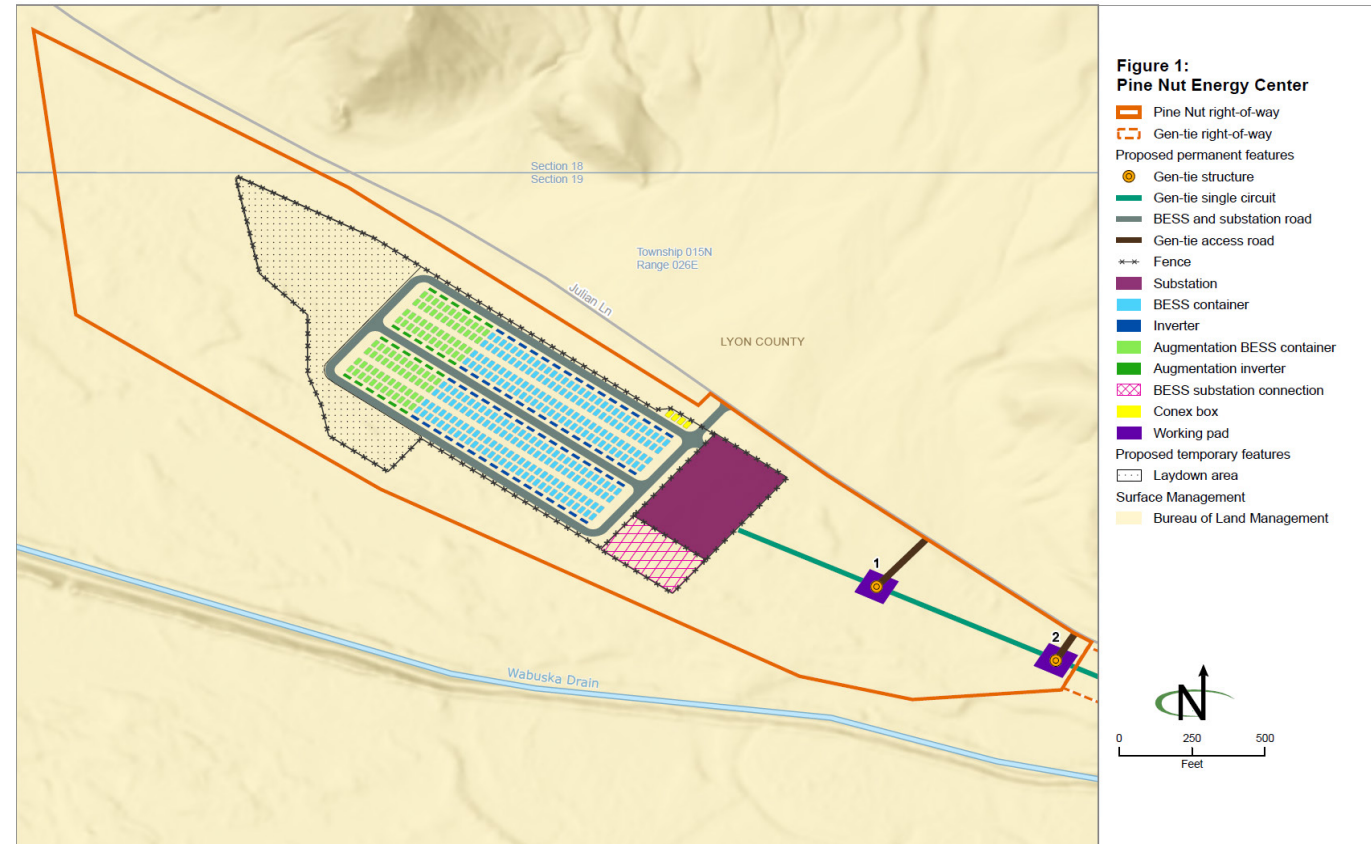
SOLAR

Current Solar Applications in Carson City District

PROJECT NAME	PROJECT STATUS	ACRES
Libra Solar	Right-of-Way issued 11/8/24 Secretarial Concurrence received 12/15/25 Notice to Proceed issued 1/20/26	5,778
Mason Valley Solar	Baseline Surveys being completed	2,877
Sleepy Orange Solar	Baseline Surveys being completed	4,367
Parker Butte Solar	Baseline Surveys being completed	2,132
Winston Solar	Application Received	690
Scorpio Solar	Application Received	4,350
Highway Solar	Application Received	1,350
Libra Solar II	Application Received	3,000
Artemesia Solar	Application Received	4,368
Honey Mesquite Solar	Application Received	TBD
Nettle Leaf Solar	Application Received	TBD

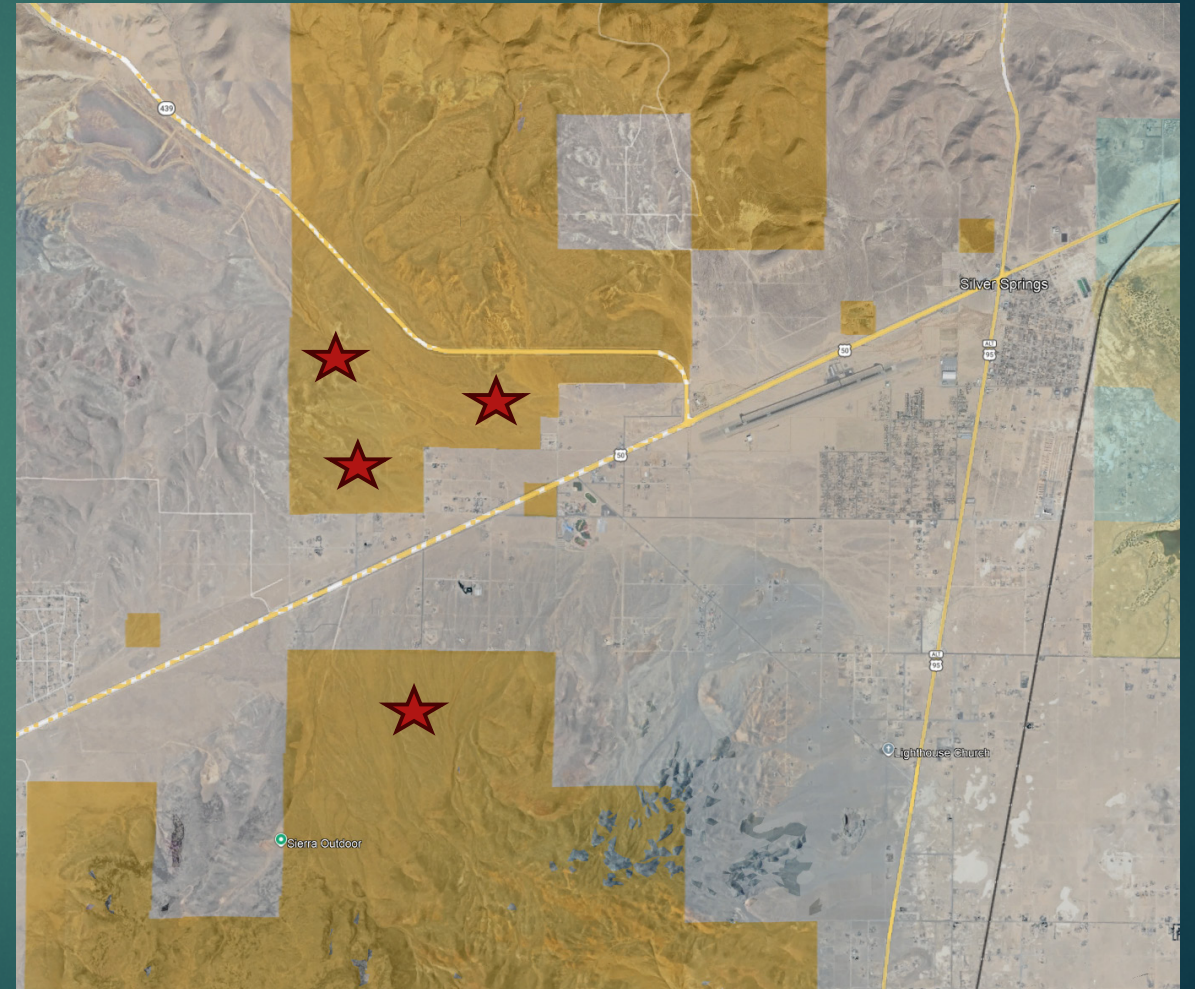
Pine Nut Battery Energy Storage System (BESS)

- 200-megawatt battery storage, an on-site substation, access roads, and a generation tie-in (gen-tie) transmission line that would connect to the power grid at the planned Walker River Substation.
- All BLM Land, 12 miles north of Yerington.
- NEPA Stage: Baseline surveys are being completed. Proponent will submit SF-299 app for Geotech in the next few weeks.



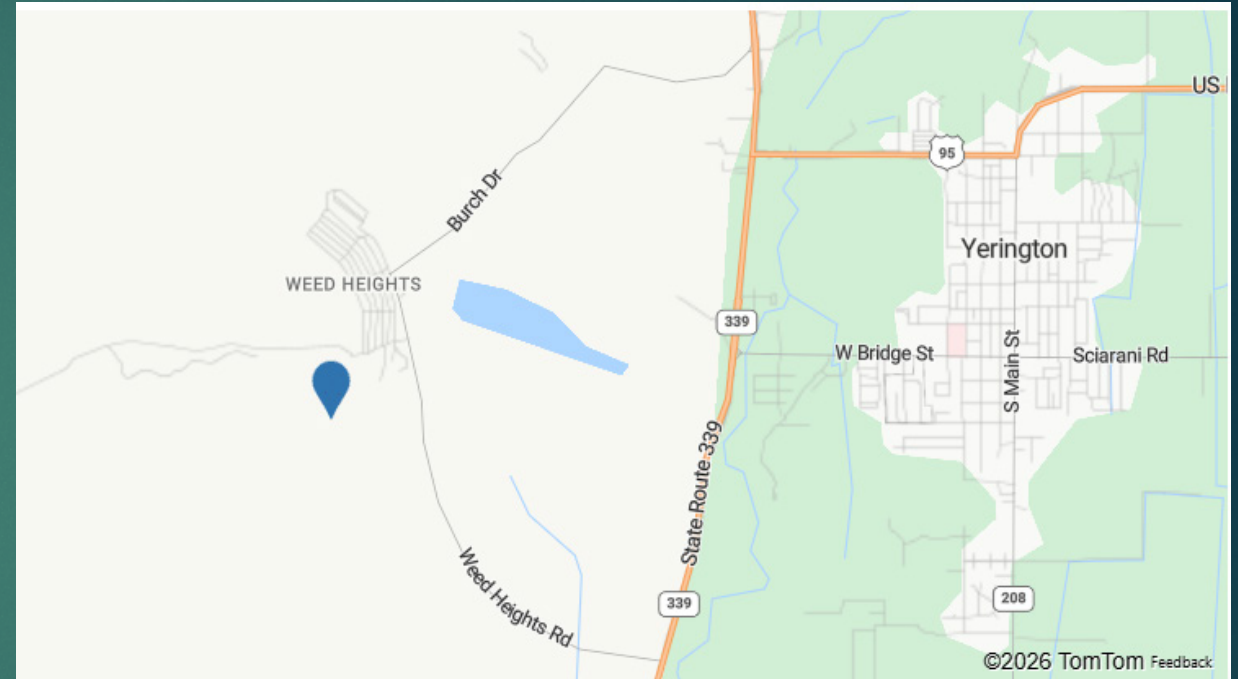
Data Centers

- ▶ Silver Springs West – Near intersection of US50 and USA Parkway (North of US50).
Gathering baselines
 - ▶ Received SF-299 application for Geotech
- ▶ On the Mark – Near intersection of US50 and USA Parkway (North of US50).
Gathering baselines.
 - ▶ Received SF-299 application for Geotech
- ▶ Silver Springs South – Near intersection of US50 and USA Parkway (South of US50).
 - ▶ Gathering baselines
- ▶ Silver Springs North – application received



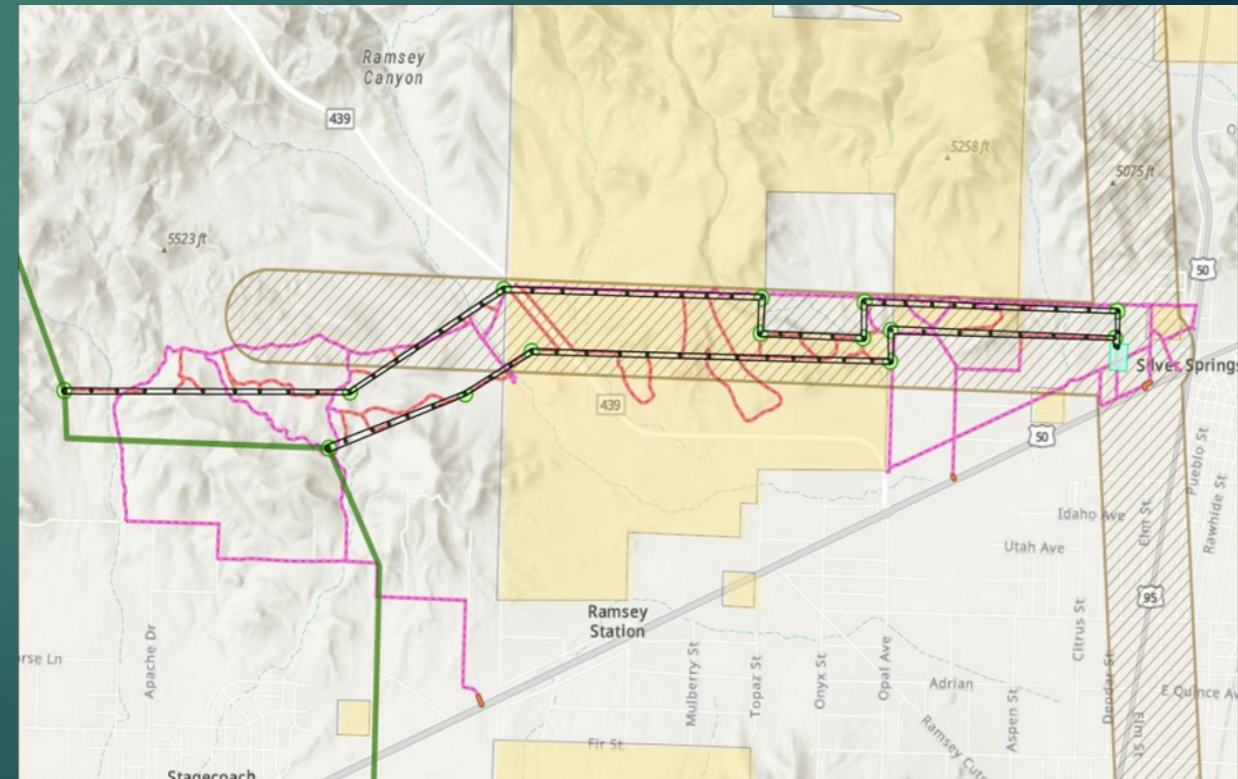
Land Conveyance

- Anaconda
 - ❑ Application submitted by Atlantic Richfield Company (ARC) to purchase 2,062 acres of public lands in and around the Anaconda Copper Mine Site.
 - ❑ The Final EA/Proposed RMP Amendment was published on May 5, 2025.
 - ❑ The FONSI and Decision Record were signed on April 24, 2026 and a 30-day appeal period started on May 1, 2026.



345 kV Transmission Line (Silver Springs)

- This project is one of the Greenlink West loops in phases 4, 5, and 6
- Critical component of NV Energy's regional transmission planning
- Total of 15.7 miles of transmission line:
 - ❑ Northern segment - approximately 9.2 miles
 - ❑ Southern segment - approximately 6.5 miles
 - ❑ 11.7 miles are within the BLM locally designated West –Wide Energy Corridor
- Will serve multiple end users on a non-proprietary basis, including a Microsoft data center
- Cultural Report has been submitted and is under review.
- Next step: Publish Final EA, FONSI, and DR for 30 day appeal period
- Scheduled to be placed in service in 2029.



Natural Resources

- ▶ Lahontan Wild Horse Gather Plan
 - ▶ A gather plan for the Lahontan Herd Management Area was approved in July 2025 to reduce wild horse numbers to within the established appropriate management level.
 - ▶ Approximately 700 wild horses are planned to be removed during gather operations in late July.
- ▶ Pine Nut Mtns Restoration Projects
 - ▶ In partnership with the Walker Basin Conservancy, the District approved spring/meadow restoration projects at 4 sites in the Pine Nut Mtns. Last year, herbicide was applied to combat invasive plant species and fencing was constructed around sensitive wetland features. This spring and summer, native plants will be planted or seeded, contributing to improved habitat functionality for bi-state sage-grouse.





Questions

Thank You

6

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, GRAND ESTATES, LLC, A NEVADA LIMITED LIABILITY COMPANY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF THE N.R.S. CHAPTER 278 AND CITY OF YERINGTON CODE TITLE 11, LYON COUNTY CODE TITLE 15, THE PUBLIC UTILITY AND EASEMENTS SHOWN HEREON ARE HEREBY GRANTED AS PERMANENT EASEMENTS FOR THE STATED PURPOSE.

I DECLARE THAT I EXECUTED THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN. IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED THEIR NAME.

GRAND ESTATES, LLC, A NEVADA LIMITED LIABILITY COMPANY

SIGN _____ DATE: _____

BY: ROBERT McMINN AS: MANAGER

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS ____ DAY OF _____, 2026, ROBERT McMINN, AS MANAGER OF GRAND ESTATES, LLC A NEVADA LIMITED LIABILITY COMPANY, DID PERSONALLY APPEARED BEFORE ME A NOTARY PUBLIC, IN SAID STATE AND COUNTY, WHO ACKNOWLEDGED TO THAT HE EXECUTED THE ABOVE INSTRUMENT. IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

UTILITY COMPANIES' CERTIFICATE

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED UTILITY COMPANIES.

A PUBLIC UTILITY EASEMENT IS GRANTED TO NV ENERGY WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS, AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.

BY: _____ DATE _____

AS _____
SIERRA PACIFIC POWER COMPANY, dba NV ENERGY

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN THE PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO ENTER AND EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

BY: _____ DATE _____

AS _____
SOUTHWEST GAS CORPORATION

A PUBLIC UTILITY AND CABLE TV EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY AND CABLE TV SERVICE FACILITIES TO THAT PARCEL AND THE RIGHT TO EXIT THAT PARCEL WITH SAID FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD, AT THAT TIME, AND THE UTILITY AND CABLE TV COMPANIES.

BY: _____ DATE _____

AS _____
SPECTRUM PACIFIC WEST, LLC.

BY: _____ DATE _____

AS _____
FRONTIER

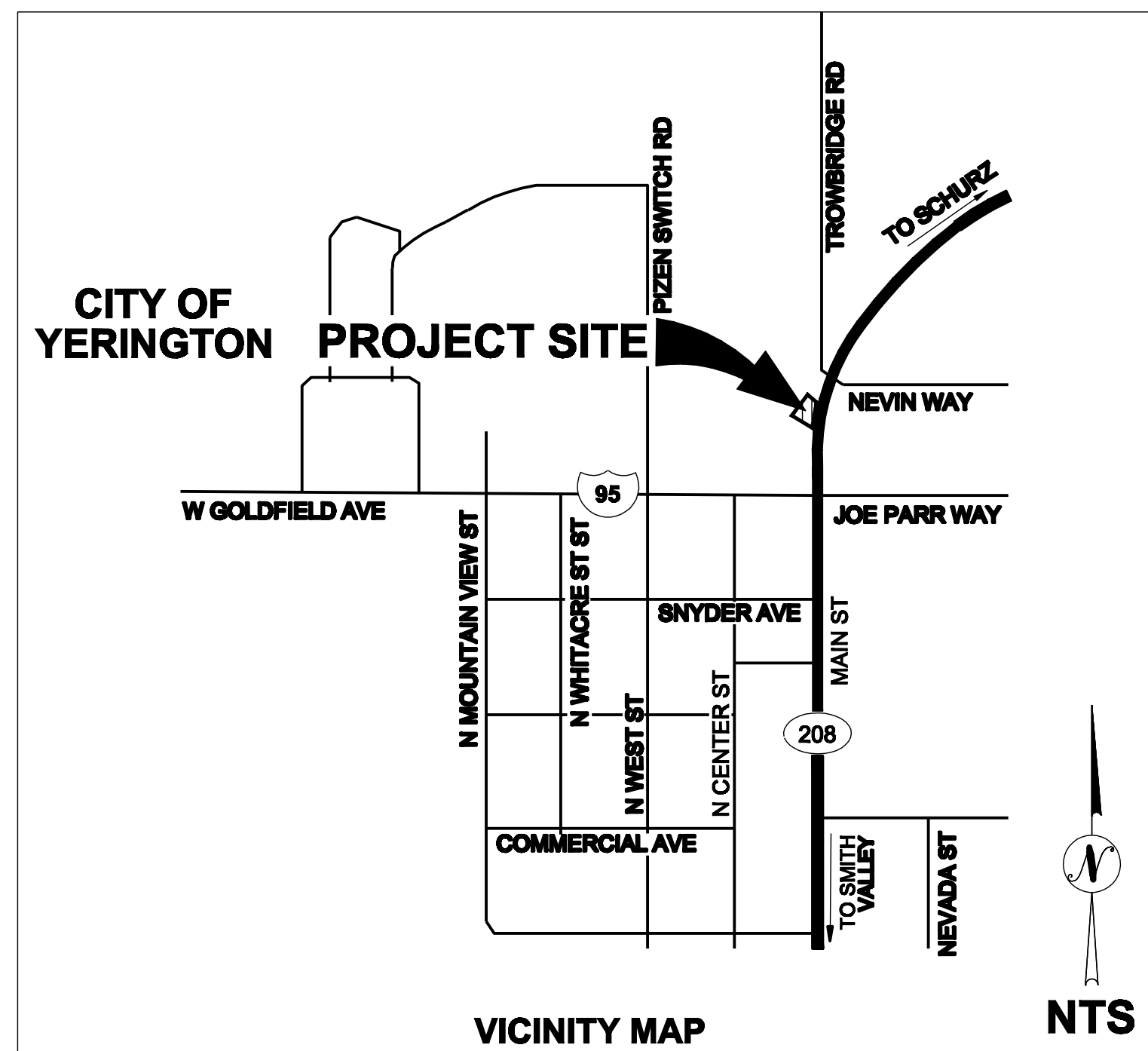
BY: _____ DATE _____

AS _____
CITY OF YERINGTON UTILITIES

GIS NOTE

A DIGITAL COPY OF THE PLAT HAS BEEN SENT TO THE LYON COUNTY G.I.S. DEPARTMENT.

G.I.S. COORDINATOR



PLANNING COMMISSION APPROVAL

THIS PARCEL MAP HAS BEEN APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF YERINGTON, NEVADA.

BY: _____ DATE _____

AS _____
(PRINT NAME) CHAIRMAN

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT BEING A DIVISION OF THE PARCEL AS SHOWN IN DEED DOCUMENT NO. 641221, RECORDED JULY 19, 2021 IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA, LYING WITHIN THE NE 1/4 OF SECTION 15 AND THE NW 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 25 EAST, MOUNT DIABLO BASE & MERIDIAN, AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

BY: _____ DATE _____

AS _____
(PRINT NAME) CITY ENGINEER

COUNTY CLERK'S CERTIFICATE

I, LYON COUNTY CLERK/TREASURER HEREBY CERTIFY THAT THERE ARE NO LIENS FOR THE UNPAID STATE, COUNTY, CITY OR LOCAL TAXES OR SPECIAL ASSESSMENTS AND THAT ALL TAXES FOR THE FISCAL YEAR HAVE BEEN PAID ON THE PROPERTY, THE SUBJECT OF THIS MAP. (APN 001-011-44)

BY: _____ DATE _____

AS _____
(PRINT NAME)

CITY COUNCIL'S APPROVAL

I, JOHN GARRY, MAYOR, THE CITY OF YERINGTON, STATE OF NEVADA, DO HEREBY CERTIFY THAT THIS PARCEL MAP IS APPROVED AND ACCEPTED ON THIS ____ DAY OF _____ 2026 BY THE CITY COUNCIL OF YERINGTON, NEVADA.

BY: _____ DATE _____
JOHN GARRY, MAYOR CITY OF YERINGTON

BY: _____ DATE _____

AS _____
(PRINT NAME) CITY CLERK

SURVEYOR'S CERTIFICATE

I, NASSER H. MOHAMAD, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT:

- 1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF GRAND ESTATES L.L.C., A NEVADA LIMITED LIABILITY COMPANY
- 2. THE LANDS SURVEYED LIE WITHIN A PORTION OF THE NE 1/4 OF SECTION 15, AND A PORTION OF THE NW 1/4 OF SECTION 14 T. 13 N., R. 25 E., M.D.B. & M., CITY OF YERINGTON, LYON COUNTY, NEVADA. AND THE SURVEY WAS COMPLETED ON FEBRUARY 10, 2026.
- 3. THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- 4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

NASSER H. MOHAMAD, P.L.S.
NEVADA CERTIFICATE NO. 17098

WALKER RIVER IRRIGATION DISTRICT

THE IRRIGATION AND DRAINAGE EASEMENTS SHOWN ON THIS MAP HAVE BEEN CHECKED AND APPROVED TOGETHER WITH A REVIEW AND CONFIRMATION OF _____ APPURTENANT WATER RIGHT ACRES WITHIN THE BOUNDARIES OF THE WALKER RIVER IRRIGATION DISTRICT.

BY: _____ DATE _____
WALKER RIVER IRRIGATION DISTRICT

(PRINT NAME)

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT PERSON OFFERING THIS MAP IS THE LAST TITLE HOLDER OF RECORD FOR ALL THE LANDS DELINEATED HEREON, AND THE LANDS ARE FREE AND CLEAR FROM ANY SECURITY HOLDERS INTEREST AS OF _____, 2026.

FIRST AMERICAN TITLE

BY: _____ DATE _____
FIRST AMERICAN TITLE

(PRINT NAME) (TITLE)

FOR REVIEW

REV-2 03-26-2026

TENTATIVE PARCEL MAP

BEING A MERGER AND RE-SUBDIVISION OF PARCELS OF LAND DESCRIBED IN DEED DOCUMENT FILE NO. 641221 ALSO REFLECTED ON RECORD OF SURVEY MAP FILE NO. 188427 AS PARCELS 1-7 & 1-8

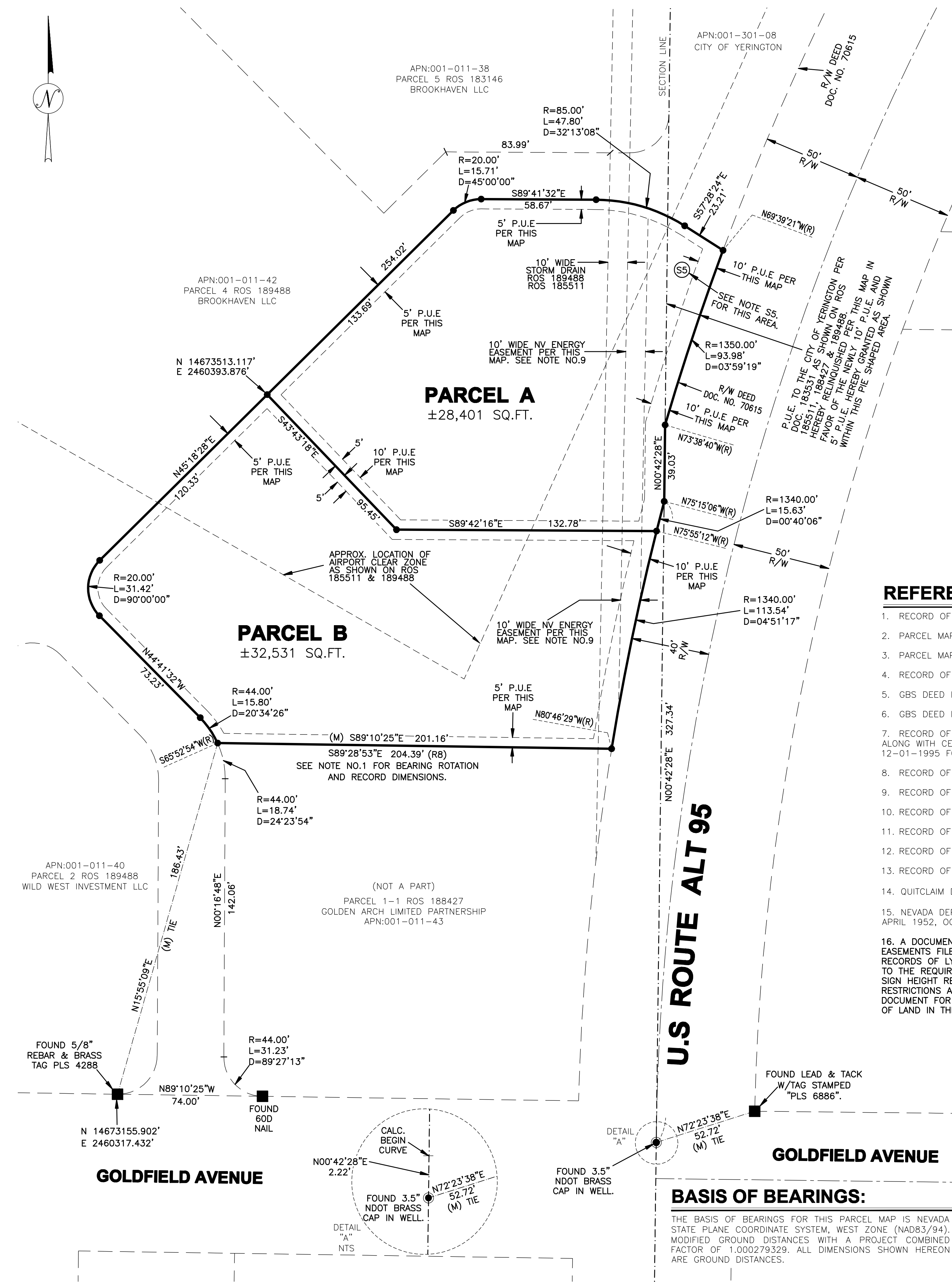
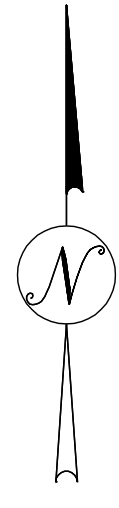
GRAND ESTATES L.L.C.
A NEVADA LIMITED LIABILITY COMPANY

SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 15, AND A PORTION OF THE NW 1/4 OF SECTION 14 T. 13 N., R. 25 E., M.D.B. & M., CITY OF YERINGTON, LYON COUNTY, NEVADA.
CITY OF YERINGTON, LYON COUNTY, NEVADA



HLS
4630 BEATRICE LN.
WINNEMUCCA, NEVADA 89445
TEL: (775) 750-4525

HUMBOLDT LAND SURVEYING
land services • NEVADA •



GENERAL NOTES:

- 1) RECORD OF SURVEY MAP FILE NO. 188427 WAS ROTATED -0°18'28" TO MEET THE MEASURED MODIFIED NEVADA STATE PLANE COORDINATE SYSTEM BEARINGS AS SHOWN HEREON IN THE BASIS OF BEARINGS FOR THIS PARCEL MAP. RECORD BEARINGS ARE NOT SHOWN ON THIS PARCEL MAP AS THE ROTATION SHOWN ABOVE IS SUFFICIENT TO EXPLAIN BEARING DIFFERENCES BETWEEN RECORD AND MEASURED ANGLES FROM THE ORIGINAL MAP NO. 188427. DISTANCES MEASURED WERE FOUND TO BE ACCEPTABLE AND HELD AS THE SAME AS SHOWN ON SAID RECORD OF SURVEY MAP FOR THE SUBJECT PROPERTY WITH THE EXCEPTION OF THE WESTERLY RIGHT OF WAY FOR ALT US 95. SEE NOTE NO.54 IN THE SURVEYOR "PARCEL MAP" NOTES.
- 2) TOTAL NUMBER OF PARCELS = 2
- 3) TOTAL AREA SURVEYED: 60,932 SQ FT±.
- 4) ALL PREVIOUS EASEMENTS ARE TO REMAIN.
- 5) A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS, AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.
- 6) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN THE PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO ENTER AND EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.
- 7) PUBLIC UTILITY EASEMENT IS GRANTED TO NV ENERGY WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS, AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.
- 8) ALL PUBLIC UTILITY EASEMENTS INCLUDE CABLE TELEVISION.
- 9) A 10 FOOT WIDE NV ENERGY EASEMENT IS HEREBY GRANTED PER THIS MAP, BEING 10 FOOT WIDE AND STARTING FROM THE EAST EDGE OF THE EXISTING 10' WIDE STORM DRAIN EASEMENT AS SHOWN HEREON AND PARALLEL TO AND BOUND BY THE NORTH 5' P.U.E. OF PARCEL A AND EXTENDING SOUTH TO TO THE WESTERLY RIGHT OF WAY FOR US ROUTE ALT 95 AS SHOWN HEREON.
- 10) PUBLIC UTILITY EASEMENTS ARE GRANTED AS SHOWN AND DIMENSIONED HEREON.

REFERENCES:

- 1. RECORD OF SURVEY MAP FILE NO. 20052. RECORDED 09-12-1974.
- 2. PARCEL MAP FILE NO. 50660. RECORDED 12-18-1979.
- 3. PARCEL MAP FILE NO. 61793. RECORDED 07-28-1981.
- 4. RECORD OF SURVEY MAP BLA FILE NO. 183146. RECORDED 06-15-1995.
- 5. GBS DEED DOCUMENT FILE NO. 183532. RECORDED 06-28-1995.
- 6. GBS DEED DOCUMENT FILE NO. 183531. RECORDED 06-28-1995.
- 7. RECORD OF SURVEY MAP FILE NO. 185511. RECORDED 09-05-1995. ALONG WITH CERTIFICATE OF AMENDMENT DOC. FILE NO. 187938 RECORDED 12-01-1995 FOR SAID RECORD OF SURVEY MAP FILE NO. 185511.
- 8. RECORD OF SURVEY MAP FILE NO. 188427. RECORDED 12-19-1995.
- 9. RECORD OF SURVEY MAP FILE NO. 189488. RECORDED 01-24-1996.
- 10. RECORD OF SURVEY BLA FILE NO. 244118. RECORDED 02-18-2000.
- 11. RECORD OF SURVEY BLA FILE NO. 454113. RECORDED 02-02-2010.
- 12. RECORD OF SURVEY MAP FILE NO. 459368. RECORDED 05-20-2010.
- 13. RECORD OF SURVEY MAP FILE NO. 463562. RECORDED 08-12-2010.
- 14. QUITCLAIM DEED DOC. NO. 70615. RECORDED 09-13-1982. NDOT R/W
- 15. NEVADA DEPARTMENT OF TRANSPORTATION R/W PLANS AND MAPPING DATED APRIL 1952, OCTOBER 1970 AND DECEMBER 11, 1981.
- 16. A DOCUMENT LABELED DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS FILE NO. 188306, RECORDED DECEMBER 15, 1995 IN THE OFFICIAL RECORDS OF LYON COUNTY, SAID DOCUMENT EFFECTS THE SUBJECT PARCELS AS TO THE REQUIREMENTS OF COMMON AREAS AND COMMON EASEMENTS, PARKING, SIGN HEIGHT RESTRICTIONS, BUILDING RESTRICTIONS, SHOPPING CENTER RESTRICTIONS AND OTHER DECLARATIONS AND RESTRICTIONS. PLEASE REFER TO SAID DOCUMENT FOR FURTHER INFORMATION AS IT DOES EFFECT THE SUBJECT PARCELS OF LAND IN THIS PARCEL MAP.

SURVEYOR "PARCEL MAP" NOTES:

- S1. PURPOSE OF THIS PARCEL MAP MERGER AND RE-SUBDIVISION IS TO ADJUST THAT LINE THAT DIVIDES PARCELS 1-7 AND 1-8 AS THEY ARE REFLECTED ON RECORD OF SURVEY MAP FILE NO. 188427.
- S2. THE PARCEL MAP AREA BEING THE SUBJECT PARCELS AS SHOWN HEREON ORIGINALLY APPEARED ON PREVIOUS MAPPING. RECORD OF SURVEY MAP FILE NO. 188427 REFLECTS PARCELS 1-7 AND 1-8. THESE 2 PARCELS ALONG WITH THE PARCEL 1-1 ON THE SAME RECORD OF SURVEY MAP NO. 188427 WERE CREATED. THIS RECORD OF SURVEY MAP STATES THAT THESE PARCELS WERE CREATED AS "A DIVISION OF COMMERCIAL PROPERTY" AND IS DONE IN ACCORDANCE WITH THE PROVISIONS N.R.S. 278.325. THIS NOTE CAN BE SEEN THE RECORD OF SURVEY MAP FILE NO. 188427 NEXT TO THE SURVEYOR'S CERTIFICATE. ALSO PRIOR TO THE RECORDATION OF SAID RECORD OF SURVEY MAP NO. 188427, THERE WAS A BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY MAP FILE NO. 183146 WHICH CREATED THE PARENT PARCEL 1, WHICH THE ABOVE REFERENCED PARCEL 1-7, 1-8 AND 1-1 WERE CREATED OUT OF SAID PARCEL 1 OF SAID BLA ROS MAP FILE NO. 183146. GRANT BARGAIN SALE DEED DOCUMENTS WERE ALSO RECORDED OUTLINING SAID PARCEL 1-1 AND THE OVERALL DESCRIPTION OF PARCELS 1-7 AND 1-8 AS SHOWN ON ROS MAP FILE NO. 188427. THESE DEED DOCUMENTS ARE ALSO LISTED IN THE REFERENCES ON THIS MAP AS DEED DOCUMENTS, 183531, 183532, 340192 AND 641221. ALSO PLEASE NOTE THAT THERE IS A BEARING AND DISTANCE ERROR ON THESE RECORD OF SURVEY MAPS AND THE LEGAL DESCRIPTIONS. THIS ERROR IS IN A LINE COURSE, WHICH THESE DEEDS KEEP REPEATING WITH THE SAME ERROR. THE ERROR IS IN THE LINE COURSE NO. L7. THIS WAS AMENDED AND CAN BE SEEN IN CERTIFICATE OF AMENDMENT FILE NO. 187938 AS AMENDMENT TO RECORD OF SURVEY MAP FILE NO. 185511. THIS ERROR WAS TAKEN INTO CONSIDERATION FOR THE RESOLUTION OF THIS BOUNDARY AND APPLIED.
- S3. AT THE TIME OF THIS SURVEY AND LOOKING AT THE CURRENT ASSESSOR PARCEL MAP, I NOTICED THAT PARCELS 1-7 AND 1-8 OF RECORD OF SURVEY MAP FILE NO. 188427 WERE NOT REFLECTED AS INDIVIDUAL PARCELS ON THE ASSESSOR MAP BUT AS ONE THAT COMBINED BOTH 1-7 AND 1-8. ALSO NO SPLIT OF THESE TWO PARCEL IN THE MEETS AND BOUNDS LEGAL DESCRIPTION BUT A COMBINATION OF BOTH 1-7 AND 1-8 INSTEAD. THIS PROMPTED ME TO EMAIL THE PROPOSED SITE OWNER AND THEIR TITLE COMPANY. THIS PROMPTED ME TO CONTACT LYON COUNTY ASSESSORS OFFICE. IN MY COMMUNICATION WITH LYON COUNTY IT WAS NOTED THAT THE COUNTY TOOK ISSUE AS HOW THESE INITIAL PARCELS 1-7 AND 1-8 WERE CREATED BY THE RECORDING OF RECORD OF SURVEY MAP FILE NO. 188427, WHICH SAID MAP STATES IT BEING A "DIVISION OF COMMERCIAL PROPERTY". WE COULD NOT SEE IN THE PAST WHERE A COMMERCIAL SUBDIVISION MAP WAS RECORDED TO ALLOW FOR THE TYPICAL RECORD OF SURVEYS THAT FOLLOW AT CREATE COMMERCIAL LOTS WITHIN A TYPICAL COMMERCIAL SUBDIVISION. HOWEVER, THERE ARE DEEDS THAT EXIST AND ALREADY GRANTED OFF THE SUBJECT PARCELS AND OTHER PARCELS IN THIS AREA IN THE FORM OF MEETS AND BOUNDS. IN COMMUNICATION WITH LYON COUNTY, IT WAS RECOMMEND TO CONTACT THE COUNTY SURVEYOR AND SEE A PROPER MAP METHOD FOR THE STATED PURPOSE OF ADJUSTING THE LINE BETWEEN PARCEL 1-7 AND 1-8. IT WAS DETERMINED THAT A PARCEL MAP MERGER AND RE-SUBDIVISION WOULD BE THE BEST APPROACH TO CLEAN UP THE SUBJECT PARCELS 1-7 AND 1-8 AS PREVIOUSLY REFLECTED ON RECORD OF SURVEY MAPS AND THE GRANT BARGAIN DEEDS LEGAL DESCRIPTIONS BY CREATING TWO NEW PARCELS ON THIS PARCEL MAP.
- S4. THE EASTERLY PARCEL LINES OF THE SUBJECT LAND ALSO REFLECTED AS PARCELS 1-7 AND 1-8 OF RECORD OF SURVEY MAP FILE NO. 188427 ARE IN CONFLICT WITH CURRENT AVAILABLE NEVADA DEPARTMENT OF TRANSPORTATION R/W MAPPING. SAID EASTERLY PARCEL LINES ON ROS MAP FILE NO. 188427 ARE ALSO IN CONFLICT WITH SOME PAST RECORDED SURVEY MAPPING SUCH AS ROS FILE NO. 20052, ROS MAP FILE NO. 459368 AND BOUNDARY LINE ADJUSTMENT ROS MAP FILE NO. 244118. THERE ARE ALSO EXISTING PAST RECORDED MAPS THAT SUPPORT THE R/W LOCATION AS IT IS REFLECTED ON ROS MAP FILE NO. 188427, SUCH AS PARCEL MAP FILE NO. 61793 AND PARCEL MAP FILE NO. 50660. AFTER REVIEWING THE NDOT R/W MAPPING AND UTILIZING THE FOUND SURVEY MONUMENTS, I HAVE CONCLUDED THAT THE EASTERLY BOUNDARY ALSO BEING THE NDOT WESTERLY R/W FOR U.S. ROUTE ALT 95, IS AS REFLECTED AND RESOLVED ON THIS MAP.
- S5. THIS AREA WAS PART OF A BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY MAP THAT ADJUSTED AND ADDED THIS PIE SHAPED AREA TO THE SUBJECT LAND REFLECTED IN THIS PARCEL MAP. THE RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT IS FILE NO. 183146, RECORDED JUNE 15, 1995 AND CLEARLY REFLECTS ON SHEET 3 OF SAID MAP, "NEW PROP. LINE", "OLD PROP. LINE" FOR THIS PIE SHAPED AREA. SAID MAP WAS ALSO APPROVED AND SIGNED BY THE CITY COUNCIL OF YERINGTON. THIS PIE SHAPED AREA IS WITHIN THE NORTHWEST QUARTER OF SECTION 14, T.13 N., R.25E., M.D.B. & M., ALSO KNOWN AS THE CITY OF YERINGTON AIRPORT PROPERTY. THIS AREA IS ALSO REFLECTED IN QUITCLAIM DEED DOC. FILE NO. 183531, RECORDED JUNE 28, 1995. OFFICIAL RECORDS OF LYON COUNTY, NEVADA, THEN YEARS LATER IN 2010, A BOUNDARY LINE ADJUSTMENT WAS PERFORMED FOR THE CITY OF YERINGTON AIRPORT PARCEL TO THE NORTH OF THE SUBJECT PARCEL MAP. THIS 2010 BLA APPEARS TO HAVE MISSED THE FACT THAT THIS PIE SHAPED AREA WAS REMOVED FROM THE CITY OF YERINGTON PROPERTY IN THE FOREMENTIONED QUITCLAIM DEED FILE NO. 183531. THE ROS BLA THAT FAILED TO REFLECT SAID QUITCLAIM DEED IN ITS BOUNDARY ANALYSIS IS RECORD OF SURVEY AND BOUNDARY LINE ADJUSTMENT FILES, DEED 454112 AND ROS 454113.

AREA:

PARCEL A = 28,401 SQ. FT.±
PARCEL B = 32,531 SQ. FT.±
TOTAL AREA = 60,932 SQ FT±

FOR REVIEW
TENTATIVE PARCEL MAP

BEING A MERGER AND RE-SUBDIVISION OF PARCELS OF LAND DESCRIBED IN DEED DOCUMENT FILE NO. 641221 ALSO REFLECTED ON RECORD OF SURVEY MAP FILE NO. 188427 AS PARCELS 1-7 & 1-8
GRAND ESTATES L.L.C.
A NEVADA LIMITED LIABILITY COMPANY

SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 15, AND A PORTION OF THE NW 1/4 OF SECTION 14 T. 13 N., R. 25 E., M.D.B. & M., CITY OF YERINGTON, LYON COUNTY, NEVADA.



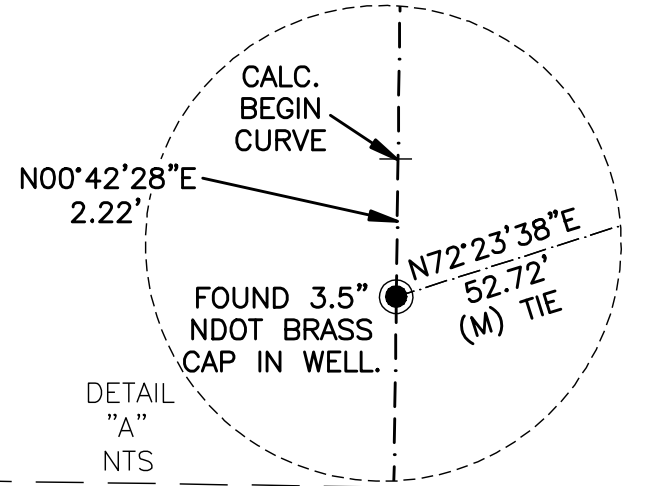
HUMBOLDT LAND SURVEYING
land services • NEVADA •
4630 BEATRICE LN.
WINNEMUCCA, NEVADA 89445
TEL: (775) 750-4525

LEGEND:

- SECTION CORNER FOUND AS NOTED
- FOUND MONUMENT OR MARKER AS NOTED
- SET NAIL & BRASS TAG PLS 17098 OR SET 5/8" REBAR & PLASTIC CAP PLS 17098
- (M) (R) (C) MEASURED, RECORD, CALCULATED
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- ROS RECORD OF SURVEY MAP
- SURVEY BOUNDARY
- SECTION LINE
- ADJACENT PARCEL LINE
- CENTERLINE
- EASEMENT AS NOTED
- TIE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PARCEL MAP IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD83/94). MODIFIED GROUND DISTANCES WITH A PROJECT COMBINED FACTOR OF 1.000279329. ALL DIMENSIONS SHOWN HEREON ARE GROUND DISTANCES.



FOUND 5/8" REBAR & BRASS TAG PLS 4288
N 14673155.902'
E 2460317.432'

R=44.00'
L=18.74'
D=24°23'54"

FOUND 60D NAIL
N 89°10'25"W
74.00'

R=44.00'
L=31.23'
D=89°27'13"

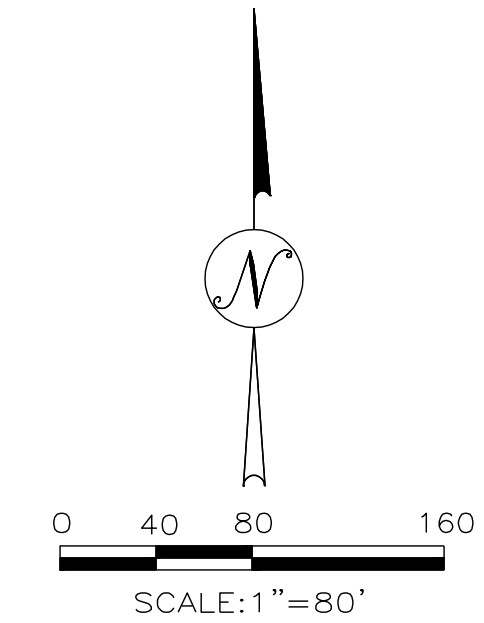
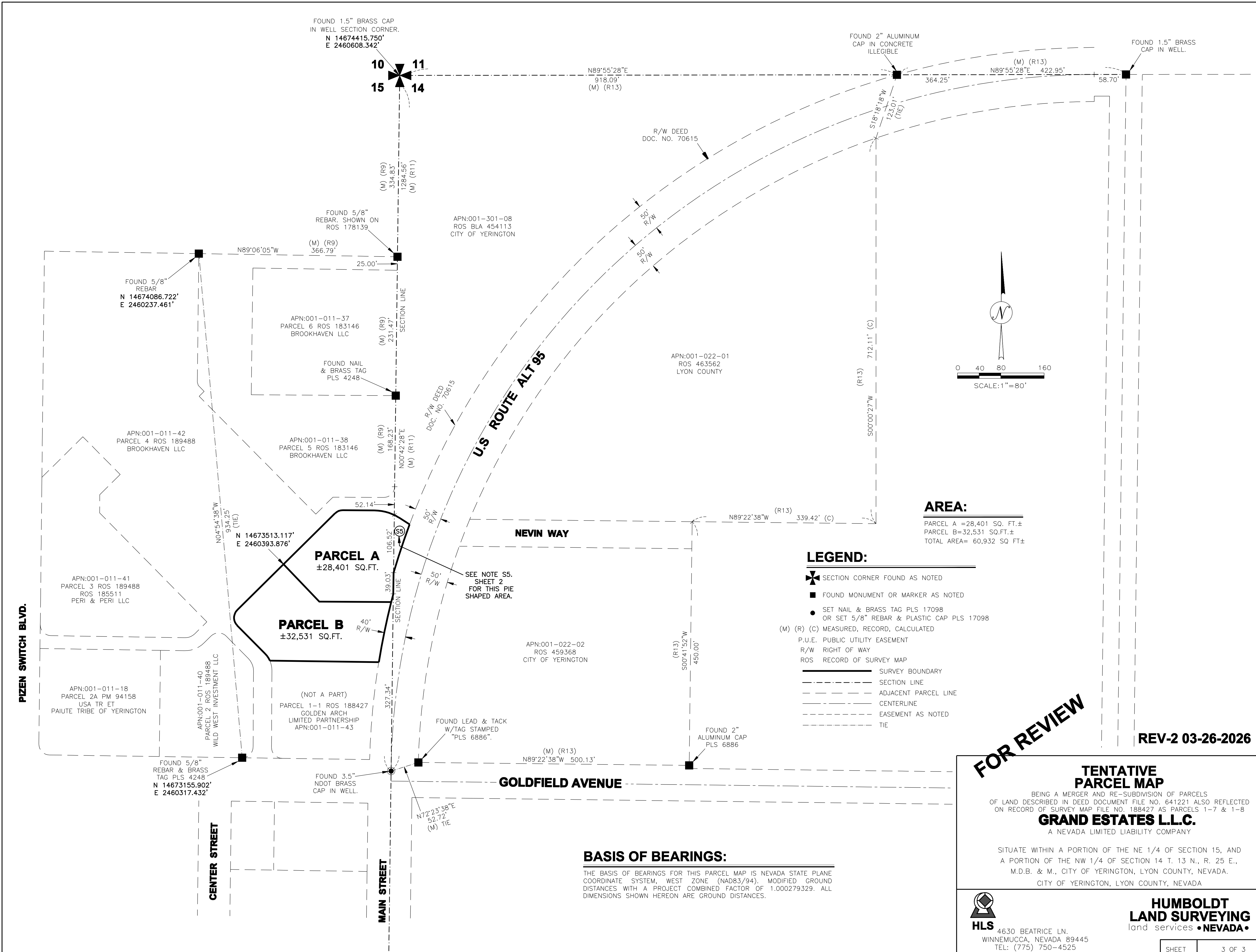
FOUND LEAD & TACK W/TAG STAMPED "PLS 6886".

N72°23'38"E
52.72'
(M) TIE

FOUND 3.5" NDOT BRASS CAP IN WELL.

N72°23'38"E
52.72'
(M) TIE

FOUND 3.5" NDOT BRASS CAP IN WELL.



AREA:
 PARCEL A = 28,401 SQ. FT. ±
 PARCEL B = 32,531 SQ. FT. ±
 TOTAL AREA = 60,932 SQ. FT. ±

- LEGEND:**
- ✱ SECTION CORNER FOUND AS NOTED
 - FOUND MONUMENT OR MARKER AS NOTED
 - SET NAIL & BRASS TAG PLS 17098 OR SET 5/8" REBAR & PLASTIC CAP PLS 17098
 - (M) (R) (C) MEASURED, RECORD, CALCULATED
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R/W RIGHT OF WAY
 - ROS RECORD OF SURVEY MAP
 - SURVEY BOUNDARY
 - - - SECTION LINE
 - - - ADJACENT PARCEL LINE
 - - - CENTERLINE
 - - - EASEMENT AS NOTED
 - - - TIE

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 THE BASIS OF BEARINGS FOR THIS PARCEL MAP IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD83/94), MODIFIED GROUND DISTANCES WITH A PROJECT COMBINED FACTOR OF 1.000279329. ALL DIMENSIONS SHOWN HEREON ARE GROUND DISTANCES.

FOR REVIEW

REV-2 03-26-2026

**TENTATIVE
 PARCEL MAP**
 BEING A MERGER AND RE-SUBDIVISION OF PARCELS
 OF LAND DESCRIBED IN DEED DOCUMENT FILE NO. 641221 ALSO REFLECTED
 ON RECORD OF SURVEY MAP FILE NO. 188427 AS PARCELS 1-7 & 1-8
GRAND ESTATES L.L.C.
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 SITUATE WITHIN A PORTION OF THE NE 1/4 OF SECTION 15, AND
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HLS
 4630 BEATRICE LN.
 WINNEMUCCA, NEVADA 89445
 TEL: (775) 750-4525

**HUMBOLDT
 LAND SURVEYING**
 land services • NEVADA •

STORM DRAIN EASEMENT
ROS 185511 & 189488

13 18

SEWER MH
RIM ELEV= 4,379.30
INV= 4,364.80

90°00'00"W R1/R3
58.67' R1/R3

STORM MH
RIM ELEV= 4,379.33
INV= 4,376.98

SECTION LINE

SEWER MH
RIM ELEV= 4,382.36
INV= 4,364.81

TITLE TRUE POINT
OF BEGINNING

R= 20.00' R1/R3
L= 27.17' R1/R3

L= 2,024.13' / 2,024.26' R2

0.00' BUILDING
SETBACK

0.00' BUILDING
SETBACK

50' PER R.O.W. DEED 70615,
RECORDED SEP 13, 1982,
NOT SHOWN ON TITLE

BASIS OF BEARINGS
S00°24'00"W R1 / S00°42'28"W R2
N00°24'00"E 39.04'

R= 1,350.00'
L= 113.59' R1
L= 419.73' CALC'D R1 / 419.72' R3

PER NDOT PLANS
40.00' 18.17' CL-FC

13 17 18
PUBLIC UTILITY EASEMENT TO THE CITY
OF YERINGTON PER DOC. 183531 AS
SHOWN ON ROS 185511, 188427 & 189488

SITE

U.S STATE ROUTE ALT 95
PUBLIC R.O.W.

SIGNAGE

185.43' R1

132.78'

SIGNAGE
ELEC VAULT

R= 1,340.00'
L= 15.66'

SEWER MH
RIM ELEV= 4,382.50
INV= 4,364.45

SEWER MH
RIM ELEV= 4,382.64
INV= 4,365.08

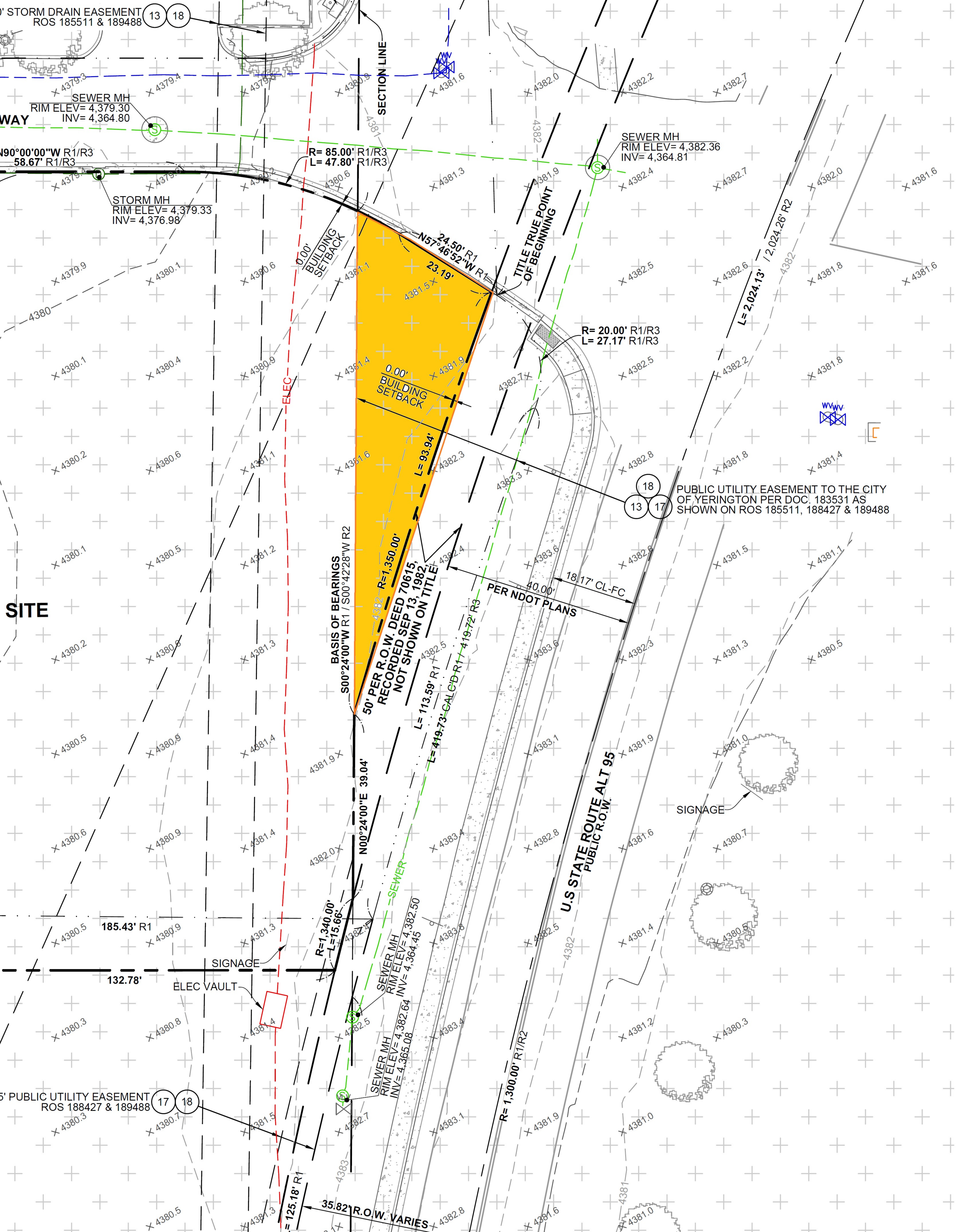
5' PUBLIC UTILITY EASEMENT
ROS 188427 & 189488

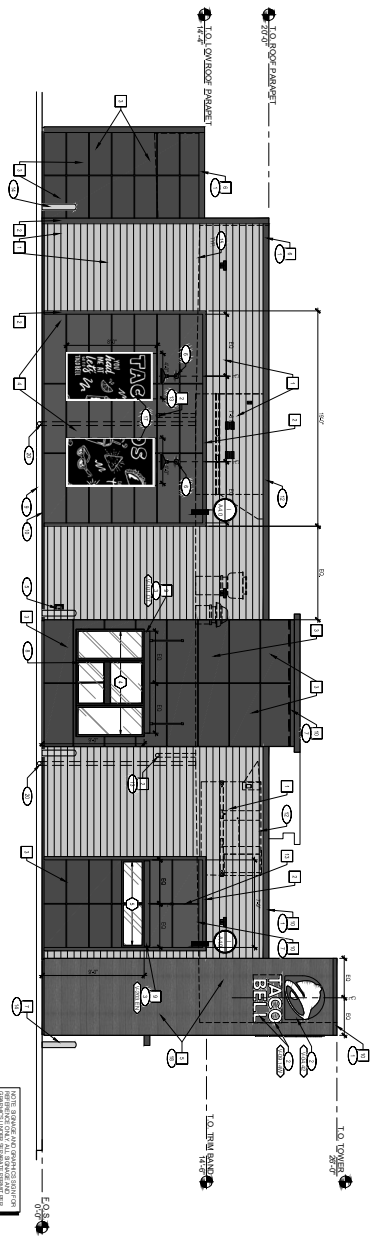
17 18

125.18' R1

35.82' R.O.W. VARIES

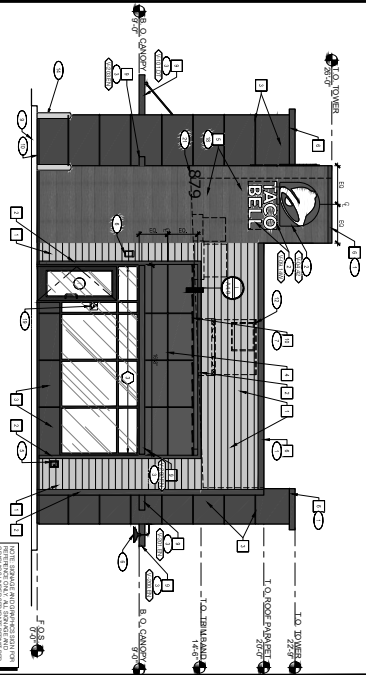
R= 1,300.00' R1/R2





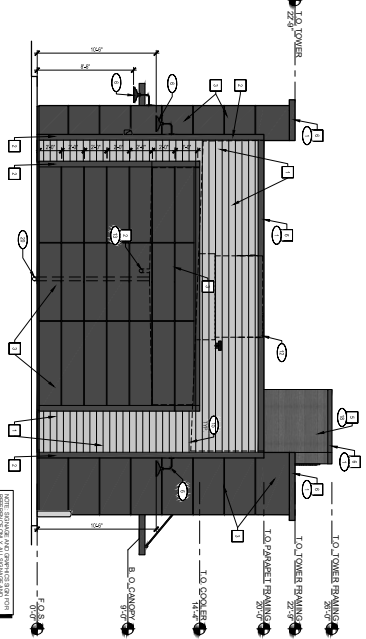
SOUTH ELEVATION 1/4" = 1' - 0"

NOTE: MATERIALS AND FINISHES SHOWN ARE FROM THE ARCHITECT'S VISUALIZATION. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE VISUALIZATION. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND PROFESSIONAL SERVICES PROVIDED.



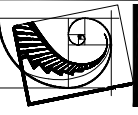
EAST ELEVATION 1/4" = 1' - 0"

NOTE: MATERIALS AND FINISHES SHOWN ARE FROM THE ARCHITECT'S VISUALIZATION. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE VISUALIZATION. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND PROFESSIONAL SERVICES PROVIDED.



WEST ELEVATION 1/4" = 1' - 0"

NOTE: MATERIALS AND FINISHES SHOWN ARE FROM THE ARCHITECT'S VISUALIZATION. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE VISUALIZATION. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND PROFESSIONAL SERVICES PROVIDED.



M.J. Anderson
ARCHITECTS
1000 W. 23rd Avenue
Denver, CO 80202
303.733.2507



RECORD DATES	NO. OF SHEETS
DATE	NO. OF SHEETS
REVISIONS	
CLIENT	PROJECT
DATE	LOCATION
ARCHITECT	END ELEVATION 2.0
DATE	

7



Yerington City Council
City of Yerington, Nevada
14 E. Goldfield Ave.
Yerington, NV 89447

[Date]

RE: Zone Map Amendment – APN 001-561-07

To Whom It May Concern

The Yerington City Council, at a duly noticed public hearing held on **Monday, May 11, 2026**, considered the above-referenced APN for a zoning amendment from the current dual zone of M1/A to a single zone designation of M1.

Staff's findings for this amendment are as follows:

- The proposed amendment is consistent with the policies embodied in the adopted 2025 Master Plan and the underlying land use designation contained in the land use plan.
- The proposed amendment is compatible with the actual or master planned adjacent uses.

By a vote of ____ Ayes ____ Nays ____ Abstentions, the City Council motioned to **approve/deny** this zoning amendment and APN 001-561-07, located in Yerington, Nevada, will now carry a single zoning designation of M1 (General Industrial).

If you have any questions or concerns, please feel free to contact the City Manager's office at (775) 463-3511.

Sincerely,

Jerry Bryant
Interim City Manager

Cc: Lyon County Assessor's Office



Yerington City Council
City of Yerington, Nevada
14 E. Goldfield Ave.
Yerington, NV 89447

[Date]

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Sincerely,

Jerry Bryant
Interim City Manager

Cc: Lyon County Assessor's Office



YERINGTON PLANNING COMMISSION

STEVE DOUGLAS, PRESIDENT
ROBERT ARIGONI, VICE PRESIDENT
TRAVIS CROWDER
ERIC BODENSTEIN
JOAN BLAKE
GEORGE O'KEEFE

YERINGTON PLANNING COMMISSION

MEETING AGENDA

FEBRUARY 29, 2016 at 4:00 PM – CITY HALL

1. Meeting called to order, roll call reported and Pledge of Allegiance.
2. For Possible Action: Review and Approve the Agenda.
NOTICE RE: NRS 237: When the Planning Commission approves this agenda, it also approves a motion ratifying staff action taken pursuant to NRS 237.030 et seq. with respect to items on this agenda, and determines that each matter on this agenda for which a Business Impact Statement has been prepared does impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business, and each matter which is on this agenda for which a Business Impact Statement has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business.

Public Comment on any item not on this agenda, and pertinent to the Planning Commission, will be received during the Public Participation/Comment portion of this meeting. This presiding officer will invite public comment pertaining to those matters on today's agenda during the planning commission's consideration of each individual matter, and before action, if any, is taken. Public comment is limited to three (3) minutes per person, per item, unless additional time is permitted, by the presiding officer.
3. For Possible Action: Approve the Planning Commission Minutes of January 4th 2016.
4. For Possible Action: Master Plan Amendment: Creation of Title 10, Chapter 15, A-E Alternative Energy Overlay hereinafter known as Bill No 411, Ordinance No. 16-01.
5. For Possible Action: Master Plan Amendment: **Renaming of Title 10, Chapter 7, M-1 Industrial District to Chapter 7, Industrial Districts, Creation of Title 10, Chapter 7, Article A. M-1 Industrial District with the movement of the previous Title 10, Chapter 7, M-1 Industrial District to the newly created Article A. M-1 Industrial District. Further, Creating Title 10, Chapter 7, Article B. M-2 Special Industrial District** hereinafter known as Bill No 412, Ordinance No. 16-02.
6. For Possible Action: Master Plan Amendment: Revision of Title 10, Chapter 7 Article A: M-1 Industrial District, Paragraph 10-7A-2: Permitted Uses adding **Solar, wind and geothermal energy generation with A-E Alternative Energy Overlay**. Also adding Paragraph 10-7A-4 Special Uses adding **Solar, Wind and Geothermal Energy Generation Without A-E Alternative Energy Overlay** hereinafter known as Bill No 413, Ordinance No. 16-03.
7. For Possible Action: Zoning Change: The Nevada Copper Corporation has requested to have a portion of parcel 001-661-02 that is currently zoned M-1 to be designated with A-E Alternate Energy Overlay.

The City of Yerington is an equal opportunity provider



YERINGTON PLANNING COMMISSION

STEVE DOUGLAS, PRESIDENT
ROBERT ARIGONI, VICE PRESIDENT
TRAVIS CROWDER
ERIC BODENSTEIN
JOAN BLAKE
GEORGE O'KEEFE

8. For Possible Action: Zoning Change: The Nevada Copper Corporation has applied to have M-2 zoning designated on parcels 001-661-02, 001-662-01, 001-662-02, 001-662-03, 001-662-04, and 001-662-05.
9. For Possible Action: Master Plan Amendment: Creation of Title 10, Chapter 6, Article C. Hospital Facilities District (H-Z) Zoning hereinafter known as Bill No 414, Ordinance No. 16-04.
10. Parcel Map Application: McLeod Development Co., Inc.: In accordance with the provisions of N.R.S. Chapter 278A, the developer McLeod Development Co., Inc. has filed a parcel map application for the McLeod Development Industrial Park. The property is located on McLeod Street, Assessor's Parcel Number 001-541-21, within the City of Yerington, Zoned M-1, and owned by McLeod Development Co., Inc.

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

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

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

I, Ashley Armstrong, do certify that the foregoing agenda was duly posted February 17th 2016 at the following locations:

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

For questions or supporting materials regarding this agenda, please contact Ashley Armstrong at (775) 463-3511.

Planning Commission Secretary

The City of Yerington is an equal opportunity provider

Mr. Tim Dyhr from Nevada Copper, stated that the parcels that are shown on the map are requesting to be zoned M-2. Mr. Dyhr stated that an M-2 allows alternative energy in the zoning, it is not an overlay.

Commissioner Bodenstein stated we need to table this and we need to discuss this further before we put any M-1 parcels into M-2. We need to determine exactly what solar, wind and geothermal energy specifications are before moving forward.

City Attorney Zumpft stated as it sits right now we do not have an M-2 zoning.

President Douglas asked to table this agenda item at this time second by Commissioner Bodenstein and the motion passed unanimously.

Parcel Map Application: McLeod Development Co., Inc.: In accordance with the provisions of N.R.S. Chapter 278A, the developer McLeod Development Co., Inc. has filed a parcel map application for the McLeod Development Industrial Park. The property is located on McLeod Street, Assessor's Parcel Number 001-541-21, within the City of Yerington, Zoned M-1, and owned by McLeod Development Co., Inc.

Mr. Eric Anderson from Big Horn Construction addressed the board, representing McLeod Development Co. Mr. Anderson brought forth a simple parcel map on Highway 95A and McLeod St. Mr. Anderson stated they are requesting that the 10.69 acre parcel be zoned Industrial.

Vice President Arigoni made a Motion to pass Parcel Map Application: McLeod Development Co., Inc.: In accordance with the provisions of N.R.S. Chapter 278A, the developer McLeod Development Co., Inc. has filed a parcel map application for the McLeod Development Industrial Park. The property is located on McLeod Street, Assessor's Parcel Number 001-541-21, within the City of Yerington, Zoned M-1, and owned by McLeod Development Co., Inc. by seconded by Commissioner Bodenstein and the motion passed unanimously.

President Douglas stated Richard Faber will no longer be on the Planning Commission Board as He was recently appointed to City Council. President Douglas stated that he agreed with Vice President Arigoni about getting all of our facts together before the next meeting, we need to do workshops. The city needs to do more workshops so that we are not looking like idiots while sitting on the board. All workshops have to be open to the public.

There being no further business the meeting was adjourned.

8

BOUNDARY LINE ADJUSTMENT APPLICATION
CITY OF YERINGTON
227 S MAIN STREET
YERINGTON, NV 89447
(775)463-2729

Surveyor: Sanbell; Ryan Cook PLS Owner: Peri & Peri LLC | Walker River Cooling LLC
Address: 5405 Mae Anne Avenue Address: P.O. Box 35 | P.O. Box 35
City/State/Zip: Reno, NV 89523 City/State/Zip: Yerington, NV 89447 | Yerington, NV 89447
Telephone: 775-747-8550 Telephone: 775-463-5173 | 775-463-5173

LEGAL DESCRIPTION OF PROPERTY

Assessor's Parcel Number: 001-561-07 AND 001-541-23
Existing Zoning District: I - Industrial

REQUIRED ITEMS FOR APPLICATIONS

1. Original Mylar for boundary line adjustment.
2. Owner's Certificate signed and notarized in black permanent ink.
3. Surveyors' certificate signed and stamped in black permanent ink.
4. Copy of Traverse calculations for adjusted parcels.
5. Appropriate deeds signed & notarized reflecting boundary line adjustment.
6. All Recording fees (map & deeds) and transfer tax fees due.
7. Property Tax: Showing taxes are paid for the entire FISCAL year for all property affected.
8. Application Fee: The fee shall be ~~\$200.00~~ payable at the time of filing the application. Non-refundable.
\$1,000.00

Owner's Certificate (Peri & Peri LLC)

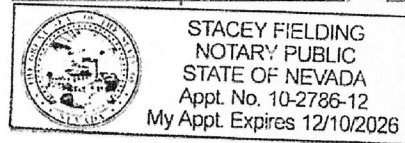
I Stephani Johnston, Owner in fee of the described property, state that this application for a Boundary Line Adjustment Application has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.

[Signature]
Signature of Owner

State of Nevada)
County of LYON)

Subscribed and sworn to before me this 24th day of March, 2026.

[Signature]
Notary Public



BOUNDARY LINE ADJUSTMENT APPLICATION
CITY OF YERINGTON
227 S MAIN STREET
YERINGTON, NV 89447
(775)463-2729

Surveyor: Sanbell; Ryan Cook, PLS Owner: Perit Peri LLC | Walker River Cooling LLC
Address: 5405 Mae Anne Avenue Address: P.O. Box 35 | P.O. Box 35
City/State/Zip: Reno, NV 89523 City/State/Zip: Yerington, NV 89447 | Yerington, NV 89447
Telephone: 775-747-8550 Telephone: 775-463-5173 | 775-463-5173

LEGAL DESCRIPTION OF PROPERTY

Assessor's Parcel Number: 001-561-07 AND 001-541-23
Existing Zoning District: I-Industrial

REQUIRED ITEMS FOR APPLICATIONS

1. Original Mylar for boundary line adjustment.
2. Owner's Certificate signed and notarized in black permanent ink.
3. Surveyors' certificate signed and stamped in black permanent ink.
4. Copy of Traverse calculations for adjusted parcels.
5. Appropriate deeds signed & notarized reflecting boundary line adjustment.
6. All Recording fees (map & deeds) and transfer tax fees due.
7. Property Tax: Showing taxes are paid for the entire FISCAL year for all property affected.
8. Application Fee: The fee shall be ~~\$200.00~~ \$1,000.00 payable at the time of filing the application. Non-refundable.

Owner's Certificate (WALKER RIVER COOLING LLC)

I Thomas M. Nunes, Manager, Owner in fee of the described property, state that this application for a Boundary Line Adjustment Application has been made with my full knowledge and consent and the facts stated above are true to the best of my knowledge.

[Signature]
Signature of Owner

State of _____)
County of _____)

Please see attached CA Jurat
BB

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

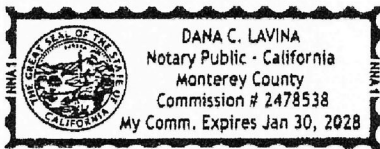
State of California

County of Monterey

Subscribed and sworn to (or affirmed) before me on this 24th day of March, 2026, by
Date Month Year

(1) Thomas M. Nunes

(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Boundary Line Adjustment Application

Document Date: March 24, 2026 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

LYON COUNTY CLERK'S OFFICE

PROPERTY TAX: Signature required from the County Clerk's Office showing property taxes are currently paid on subject property.

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

- > 001-561-07
- > 001-541-23
- > _____
- > _____
- > _____
- > _____

Dated this 23rd day of March, 2026.

Shelby Silveira, Deputy
LYON COUNTY CLERK

OWNER'S CERTIFICATE:

I, the undersigned owner of the attached parcel as shown on the map do hereby certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

DATE: _____
 BY: _____
 WALKER RIVER DIVER, A NEVADA LIMITED LIABILITY COMPANY

STATE OF NEVADA: _____
 COUNTY OF LINN: _____

STATE OF NEVADA: _____
 COUNTY OF LINN: _____

STATE OF NEVADA: _____
 COUNTY OF LINN: _____

STATE OF NEVADA: _____
 COUNTY OF LINN: _____

TITLE COMPANY'S CERTIFICATE:

I, the undersigned title company, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

DATE: _____
 BY: _____

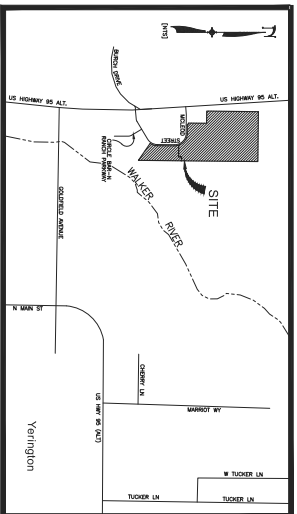
W.R.D. CERTIFICATE:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

DATE: _____
 BY: _____

G.I.S. NOTE:

A digital copy of this map has been submitted to Linn County GIS Department.
 DATE: _____



YERINGTON MAP
 (NOT TO SCALE)

SURVEYOR'S CERTIFICATE:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

(Signature)
 Ryan Cook
 (Notary Public)
 Ryan Cook
 3-5-2016
 Ryan Cook
 Notary Public
 Nevada
 My Comm. Expires 03/31/2018

SECURITY HOLDERS' INTEREST CERTIFICATE:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

SECURITY HOLDERS' INTEREST CERTIFICATE:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

SECURITY HOLDERS' INTEREST CERTIFICATE:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

COUNTY CLERK'S CERTIFICATE:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

CITY COUNCIL'S APPROVAL:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

PLANNING COMMISSION CERTIFICATE:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

CITY ENGINEER CERTIFICATE:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

RECORDERS' CERTIFICATE:

I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

NOTES:

1) This map was prepared by Ryan Cook, a Notary Public, on 3-5-2016. The information contained herein is true and correct to the best of my knowledge and belief and that I am providing the same for the information of the City of Yerington, Nevada. I am providing this information to you for your information and use only. I am not providing this information to you for any other purpose. I am not providing this information to you for any other purpose.

RECORD OF SURVEY
 IN SUPPORT OF A DEVELOPER LIE ASSESSMENT FOR
 WALKER RIVER COOLING LLC,
 PENI & PENI, LLC.
 SITE OF AN HABITS LOT TO BE SITED WITHIN THE WEST 1/2 OF
 SECTION 16, T4N, R10E, S12E, LINN COUNTY,
 NEVADA.

sonbell
 A DIVISION OF THE
 STATE OF NEVADA
 DEPARTMENT OF REVENUE

FILE NO. _____
 SHEET 1
 OF 2


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=====
PERI_WRC_McLEOD_BLA
FILE NAME =
E:\Nevada\260115_Peris2026CrateShed_Bighorn\SURVEY\BLA\Peri_WRC_McLeod_BLA
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=====
ADJUSTED_PARCEL_E
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START

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```

.....14678314.45  2455348.93
INV          S 89°22'12" E      1318.96
.....14678299.95  2456667.81
INV          S 00°35'41" W      1873.32
.....14676426.73  2456648.37
INV          S 00°35'01" W      143.35
.....14676283.39  2456646.91
INV          N 89°24'03" W      106.69
.....14676284.50  2456540.23
INV          S 00°35'57" W      79.76
.....14676204.75  2456539.39
INV          N 89°24'03" W      289.37
.....14676207.77  2456250.04
RADIUS POINT (TANGENT CURVE RIGHT)
.....14676227.77  2456250.25

```

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68°20'22" DELTA
20.00 RADIUS
23.85 LENGTH
22.47 CHORD
13.58 TANGENT

```

```

TANGENT BRG

```

```

N 89°24'03" W
N 21°03'41" W
P.C. TO P.T. N 55°13'52" W      22.47
.....14676220.58  2456231.59
RADIUS POINT (NON TANGENT CURVE LEFT)
.....14676104.30  2455922.75

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45°12'43" DELTA
330.00 RADIUS
260.40 LENGTH
253.70 CHORD
137.41 TANGENT

```

```

TANGENT BRG

```

```

N 20°37'57" W
N 65°50'39" W
P.C. TO P.T. N 43°14'18" W      253.70
.....14676405.41  2456057.79
RADIUS POINT (TANGENT CURVE LEFT)
.....14676104.30  2455922.75

```

23°33'23" DELTA
 330.00 RADIUS
 135.68 LENGTH
 134.72 CHORD
 68.81 TANGENT

TANGENT BRG

N 65°50'39" W
 N 89°24'02" W
 P.C. TO P.T. N 77°37'21" W 134.72
14676434.28 2455926.20
 NON-TANGENT LINE
 INV N 89°24'03" W 220.35
14676436.59 2455705.87
 RADIUS POINT (TANGENT CURVE RIGHT)
14676466.59 2455706.18

89°58'36" DELTA
 30.00 RADIUS
 47.11 LENGTH
 42.42 CHORD
 29.99 TANGENT

TANGENT BRG

N 89°24'03" W
 N 00°34'34" E
 P.C. TO P.T. N 44°24'45" W 42.42
14676466.89 2455676.18
 NON-TANGENT LINE
 INV N 89°22'22" W 25.00
14676467.16 2455651.19
 INV N 00°34'34" E 478.41
14676945.54 2455655.99
 INV N 89°24'03" W 321.76
14676948.91 2455334.25
 INV N 00°40'49" E 48.52
14676997.43 2455334.83
 INV N 00°36'49" E 1317.10
14678314.45 2455348.93

AREA 2409004.9 SQUARE FEET 55.303 ACRES

TOTAL DISTANCE 6689.63

CLOSING VECTOR S 54°19'47" E 0.013

Closure precision = 1 in 524631

=====

ADJUSTED_PARCEL_F

=====

START

.....14676283.39 2456646.91
 INV S 00°35'01" W 1139.34
14675144.10 2456635.31

INV	N 55°12'41" W	543.51		
			.....14675454.21	2456188.94
RADIUS POINT (NON TANGENT CURVE LEFT)				
			.....14675642.49	2455917.92
	34°11'22" DELTA			
	330.00 RADIUS			
	196.92 LENGTH			
	194.01 CHORD			
	101.49 TANGENT			
TANGENT BRG				
	N 34°47'19" E			
	N 00°35'57" E			
P.C. TO P.T.	N 17°41'38" E	194.01		
			.....14675639.04	2456247.90
INV	N 00°35'57" E	461.84		
			.....14676100.85	2456252.73
RADIUS POINT (TANGENT CURVE LEFT)				
			.....14676104.30	2455922.75
	21°13'54" DELTA			
	330.00 RADIUS			
	122.29 LENGTH			
	121.59 CHORD			
	61.85 TANGENT			
TANGENT BRG				
	N 00°35'57" E			
	N 20°37'57" W			
P.C. TO P.T.	N 10°1'00" W	121.59		
			.....14676220.58	2456231.59
RADIUS POINT (NON TANGENT CURVE LEFT)				
			.....14676227.77	2456250.25
	68°20'22" DELTA			
	20.00 RADIUS			
	23.85 LENGTH			
	22.47 CHORD			
	13.58 TANGENT			
TANGENT BRG				
	S 21°03'41" E			
	S 89°24'03" E			
P.C. TO P.T.	S 55°13'52" E	22.47		
			.....14676207.77	2456250.04
INV	S 89°24'03" E	289.37		
			.....14676204.75	2456539.39
INV	N 00°35'57" E	79.76		
			.....14676284.50	2456540.23
INV	S 89°24'03" E	106.69		
			.....14676283.39	2456646.91

AREA 377119.5 SQUARE FEET 8.657 ACRES
 TOTAL DISTANCE 2963.57
 CLOSING VECTOR S 72°13'56" W 0.008
 Closure precision = 1 in 366599

=====
 AREA_EXTERIOR
 =====

START

	.....	14678314.45	2455348.93
INV	S 89°22'12" E	1318.96	
	.....	14678299.95	2456667.81
INV	S 00°35'41" W	1873.32	
	.....	14676426.73	2456648.37
INV	S 00°35'01" W	143.35	
	.....	14676283.39	2456646.91
INV	S 00°35'01" W	1139.34	
	.....	14675144.10	2456635.31
INV	N 55°12'41" W	543.51	
	.....	14675454.21	2456188.94
RADIUS POINT (NON TANGENT CURVE LEFT)			
	.....	14675642.49	2455917.92

34°11'22" DELTA
 330.00 RADIUS
 196.92 LENGTH
 194.01 CHORD
 101.49 TANGENT

TANGENT BRG

	N 34°47'19" E		
	N 00°35'57" E		
P.C. TO P.T.	N 17°41'38" E	194.01	
	.....	14675639.04	2456247.90
INV	N 00°35'57" E	461.84	
	.....	14676100.85	2456252.73
RADIUS POINT (TANGENT CURVE LEFT)			
	.....	14676104.30	2455922.75

90°00'00" DELTA
 330.00 RADIUS
 518.36 LENGTH
 466.69 CHORD
 330.00 TANGENT

TANGENT BRG

	N 00°35'57" E		
	N 89°24'02" W		
P.C. TO P.T.	N 44°24'03" W	466.69	
	.....	14676434.28	2455926.20
NON-TANGENT LINE			
INV	N 89°24'03" W	220.35	
	.....	14676436.59	2455705.87

RADIUS POINT (TANGENT CURVE RIGHT)

.....14676466.59 2455706.18

89°58'36" DELTA
 30.00 RADIUS
 47.11 LENGTH
 42.42 CHORD
 29.99 TANGENT

TANGENT BRG

N 89°24'03" W
 N 00°34'34" E

P.C. TO P.T. N 44°24'45" W 42.42

.....14676466.89 2455676.18

NON-TANGENT LINE

INV N 89°22'22" W 25.00

.....14676467.16 2455651.19

INV N 00°34'34" E 478.41

.....14676945.54 2455655.99

INV N 89°24'03" W 321.76

.....14676948.91 2455334.25

INV N 00°40'49" E 48.52

.....14676997.43 2455334.83

INV N 00°36'49" E 1317.10

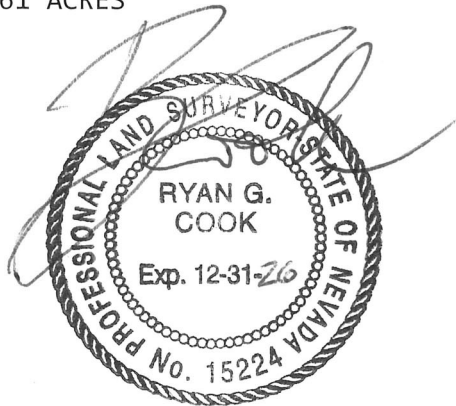
.....14678314.45 2455348.93

AREA 2786124.4 SQUARE FEET 63.961 ACRES

TOTAL DISTANCE 8653.86

CLOSING VECTOR S 27°50'31" E 0.006

Closure precision = 1 in 1470865



3-3-2026



TITLE COMMITMENT

for

107 Mc Leod Street, Yerington, NV 89447
54 N HWY 95A, Yerington, NV 89447

Escrow Number:
2864819

Escrow Officer
Charmayne Brewer
(775) 463-3518
charmayne.brewer@stewart.com

Branch Location:
Yerington Office
504 W Goldfield Ave.
Yerington, NV 89447

Signed and Received by:

TRANSACTION QUESTIONNAIRE

****HELP US HELP YOU TO A SMOOTH CLOSING****

IF ANY OF THE BELOW QUESTIONS ARE ANSWERED “YES”, OR IF YOU HAVE ANY QUESTIONS ABOUT THE BELOW INFORMATION, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals filed bankruptcy?
- Do any of the principals plan to use a Power of Attorney?
- Are any of the principals going through a divorce?
- Is anyone currently vested in title deceased and/or incapacitated?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress, recently completed or is there unfinished construction?
- Is there a manufactured or mobile home on the property?
- Are the sellers a non-resident alien or an out of the country seller?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals unable to sign at a Stewart Title Company office? If so, an approved notary will be required

THANK YOU FOR CHOOSING STEWART TITLE COMPANY!



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Stewart Title Company
504 W Goldfield Ave.
Yerington, NV 89447




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2864819

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 4



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2864819

ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 4

AMERICAN
LAND TITLE
ASSOCIATION



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment for Title Insurance (07-01-2021)

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Company
Issuing Office: 504 W Goldfield Ave., Yerington, NV 89447
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2864819
Issuing Office File Number: 2864819
Property Address: 107 Mc Leod Street, Yerington, NV 89447
54 N HWY 95A, Yerington, NV 89447
Revision Number:

Inquiries Should be Directed to:

Charmayne Brewer, Escrow Officer
(775) 463-3518 Fax:
Email: charmayne.brewer@stewart.com

1. Commitment Date: January 30, 2026 at 8:00AM

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy - Extended \$463,861.73
Proposed Insured: Peri & Peri, LLC, a Nevada limited liability company

(b) ALTA® _____
Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple as to Parcel A and Parcel B's Parcel One (1); Easement as to Parcel B's Parcel Two (2) and Three (3)

4. The Title is, at the Commitment Date, vested in:

Walker River Cooling, LLC., a Nevada limited liability company, affects Parcel A

Peri & Peri, LLC, a Nevada limited liability company, affects Parcel B

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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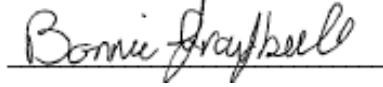
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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature
Bonnie Graybill, Title Officer

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2864819

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

Parcel A: 001-541-23

Parcel C5 as shown on the 3rd Parcel Map for McLeod Development Co., Inc., a Nevada Corporation recorded in the Official Records of Lyon County, Nevada on March 21, 2016 as Instrument No. 548209. Together with all easements of record as depicted in such Parcel Map.

APN: 001-541-23

Parcel B: 001-561-07

Parcel One (1):

A parcel of land being a portion of Parcel D of the Record of Survey in Support of a Boundary Line Adjustment for McLEOD DEVELOPMENT CO, INC, PERI & PERI, LLC, KV & BJ, LLC, and H.M.H. HOLDING COMPANY, Map No. 492469, of the Official Records of Lyon County, Nevada, and a portion of the 713.67 acre parcel shown on Record of Survey Boundary Line Adjustment for Circle Bar N Ranch, LLC, a Nevada Limited Liability Company and Peri and Peri, a Nevada General Partnership, Map No. 308662, of said Official Records, situate within the West Half of Section 10, Township 13 North, Range 25 East, MDM, being more particularly described as follows:

Beginning at the West One-Quarter Corner of said Section 10;
thence along the West line of said Section 10 North 00°36'47" East a distance of 1317.10 feet to the North One-Sixteenth Corner between Sections 9 and 10, Township 13 North, Range 25 East, MDM;
thence along the North line of the Southwest Quarter of the Northwest Quarter of said Section 10 South 89°22'12" East a distance of 1318.96 feet to the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 10;
thence South 00°35'41" West a distance of 1873.32 feet to the Southeast Corner of said Parcel D;
thence along the South boundary of said Parcel D North 89°24'03" West a distance of 578.33 feet;
thence South 24°09'21" West a distance of 30.00 feet;
thence from a tangent which bears North 65°50'39" West, along a circular curve to the left with a radius of 330.00 feet and a central angle of 23°33'23" and arc length of 135.68 feet;
thence North 89°24'03" West a distance of 220.35 feet to a point on the Northwesterly limits of the parcel described in Deed of Dedication Instrument No. 514153;
thence along said Northwesterly limits from a tangent which bears North 89°24'00" West, along a circular curve to the right with a radius of 30.00 feet and a central angle of 89°58'33" an arc length of 47.11 feet;
thence with a non-tangent line North 89°22'22" West a distance of 25.00 feet to a point on the Southerly boundary of said Parcel D;
thence North 00°34'34" East a distance of 478.41 feet;
thence North 89°24'03" West a distance of 321.76 feet to a point on the West boundary of said Parcel D;
thence along said West boundary North 00°40'49" East a distance of 48.52 feet to the Point of Beginning.

Legal Description appeared previously in Instrument No. 518729, recorded on March 4, 2014, Official Records of Lyon County, Nevada.

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Parcel Two (2):

Together with a non-exclusive easement for access as contained in Instrument No. 278509, recorded June 18, 2002, Official Records of Lyon County Nevada.

Legal Description appeared previously in Instrument No. 308663, recorded on November 19, 2003, Official Records of Lyon County, Nevada.

Parcel Three (3):

Drainage Easement as forth in Boundary Line Adjustment Deed, recorded on March 4, 2014, Instrument No. 518729, Official Records of Lyon County, Nevada.

APN: 001-561-07

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2864819

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Show that restrictions or restrictive covenants have not been violated.
6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
7. Pay all taxes, charges, and assessments affecting the land that are due and payable.
8. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.
9. Reconveyance(s) or Release(s), as appropriate, for Schedule B, Part II Exception No(s). 36, 69, 70
10. The requirement that an Owner's Declaration/Affidavit be completed, and supplied for review prior to the issuance of a policy of title insurance.
11. The Company has been informed that Walker River Cooling, LLC., a Nevada Limited Liability Company is a limited liability company. In that regard, we will require the following information:
 - a. Articles of Organization (certified by State of Registration);
 - b. A copy of the Operating Agreement, together with all supplements or amendments thereto;
 - c. Certificate of Existence (State of Registration);
 - d. Certificate of Good Standing (State of Registration);
 - e. Certificate of Qualification to Conduct Business (if applicable); and
 - f. Resolution of Managing Members.Any changes in status must be furnished to Company prior to closing.
12. The Company has been informed that Peri & Peri, LLC is a limited liability company is a limited liability company. In that regard, we will require the following information:
 - a. Articles of Organization (certified by State of Registration);
 - b. A copy of the Operating Agreement, together with all supplements or amendments thereto;

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- c. Certificate of Existence (State of Registration);
 - d. Certificate of Good Standing (State of Registration);
 - e. Certificate of Qualification to Conduct Business (if applicable); and
 - f. Resolution of Managing Members.
- Any changes in status must be furnished to Company prior to closing.

- 13. The Company requires that a Certified Rent Roll be provided for review. Rights and claims of parties in possession by reason of unrecorded leases disclosed thereby will be shown as an EXCEPTION to the final title policy(ies).
- 14. An inspection will be required prior to close of escrow. Additional exceptions may be added due to any facts, rights, interests or claims which are not shown by the public records, but which may be ascertained by the inspection of said premises or by making inquiry of persons in possession thereof.
Should the inspection of the real property disclose any work of improvement in progress, Mechanic's Lien Insurance will be deleted from coverage in our policy when issued.
- 15. If an ALTA 3 endorsement is requested, the requirement that the Company is provided with a Zoning Letter/Report from the applicable zoning department or agency.
- 16. Note: According to the public records there have been no Deed(s) of record conveying the property described in this report for the previous 24 months.

The last Deed(s) of record conveying the property described in this report is/are as follows:.

A Grant, Bargain, Sale Deed executed by McLeod Development Co., Inc., a Nevada Corporation to Walker River Cooling, LLC., a Nevada Limited Liability Company, recorded May 2, 2016 as Instrument No. 549915, in the Office of the County Recorder, Lyon County, Nevada.

(Affects Parcel A)

- 17. Note: According to the public records there have been no Deed(s) of record conveying the property described in this report for the previous 24 months.

The last Deed(s) of record conveying the property described in this report is/are as follows:

A Grant, Bargain, Sale Deed executed by Circle Bar N Ranch, a Nevada general partnership to Peri & Peri, a Nevada general partnership, recorded June 18, 2002 as Instrument No. 278509, in the Office of the County Recorder, Lyon County, Nevada..

A Grant, Bargain, Sale Deed executed by Circle Bar N Ranch, a Nevada general partnership to Peri & Peri, a Nevada general partnership, recorded November 19, 2003 as Instrument No. 308663, in the Office of the County Recorder, Lyon County, Nevada..

A Grant, Bargain, Sale Deed executed by Peri & Peri, a Nevada general partnership to Peri & Peri, LLC, a Nevada limited liability company, recorded February 8, 2007 as Instrument No. 400188, in the Office of the County Recorder, Lyon County, Nevada..

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

A Deed executed by Circle Bar N Ranch, a Nevada general partnership to Peri & Peri, LLC, a Nevada limited liability company, recorded November 14, 2007 as Instrument No. 416655, in the Office of the County Recorder, Lyon County, Nevada..

A Re-recorded Deed executed by Circle Bar N Ranch, a Nevada general partnership to Peri & Peri, LLC, a Nevada limited liability company, recorded January 28, 2008 as Instrument No. 419966, in the Office of the County Recorder, Lyon County, Nevada..

A Deed executed by McLeod Development Co, Inc., a Nevada corporation to Peri & Peri, LLC, a Nevada limited liability company, recorded June 13, 2012 as Instrument No. 492470, in the Office of the County Recorder, Lyon County, Nevada..

A Deed executed by Circle Bar N Ranch, a Nevada limited liability company to Peri & Peri, LLC, a Nevada limited liability company, recorded March 4, 2014 as Instrument No. 518729, in the Office of the County Recorder, Lyon County, Nevada.

(Affects Parcel B)

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2864819

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
4. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
5. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
7. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

The above items will be deleted from extended coverage but may be re-asserted under special exceptions unless cleared to the satisfaction of the Company.

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

9. Water rights, claims or title to water, whether or not shown by the public records.
10. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes.
11. Any liens that may be created for delinquent waste management charges pursuant to NRS 444.520.
12. Rights of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
13. Taxes for the fiscal year 2025 to 2026 have been paid in full in the amount of \$64,617.59
Assessors Parcel No.: 001-541-23
14. Taxes for the fiscal year 2025 to 2026 have been paid in full in the amount of \$231,501.26
Assessors Parcel No.: 001-561-07
15. Any liens that may be created for Delinquent Water and Sewer Charges by reason of said premises lying within the Lyon County Utilities District. Contact the following for sewer and/or Tax Assessment information: Lyon County Utilities Department (775) 246-6220; Lyon County Treasurer (775) 463-6501. Delinquent amounts may be added to and collected through the secured real property tax roll of the Lyon County Assessor's Office and included in the tax installments referenced above.
16. Any additional liens which may be levied by reason of said premises being within the Walker River Irrigation District.
17. Any additional liens which may be levied by reason of said premises being within the City of Yerington Water and Sewer.
18. Rights of the public, county and/or city in that portion lying within the street as it now exists:

Street Name: Mc Leod Street
19. Waiver of any claims for damages by reason of the establishment of US ROUTE ALT 95.

+++++++ The following matters affect Parcel A (001-541-23) +++++++
20. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, et seq.), the Packers and Stockyards Act (7 U.S.C. §§ 181, et seq.) or under similar federal or state laws.
21. Mineral rights, reservations, easements and exclusions in the patent from the United States of America recorded March 13, 1906
in Book O, Page 176, of Official Records.
22. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: William Rallens, estate of Alex Vein, deceased, Harry R. Warren and Walter G. Warren,

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

For: Right of way for construction and maintenance of ditch,
Recorded: July 27, 1911, Book R, Page 221, Deed Records.

23. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: Sierra Pacific Power Company,
For: construct, operate and maintain electric facilities,
Recorded: October 14, 1971,
Instrument No. 8383, Official Records.
24. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided
for or delineated on Parcel Map No. 333714, recorded October 20, 2004, as Instrument No. 333714, Official
Records of Lyon County, Nevada.
25. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided
for or delineated on Parcel Map No. 356351, recorded July 13, 2005, as Instrument No. 356351, Official Records of
Lyon County, Nevada.
26. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: Sierra Pacific Power Company, a Nevada corporation,
For: Underground Utility Facilities,
Recorded: December 27, 2007,
Instrument No. 418558, Official Records.
27. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington, a political subdivision of the State of Nevada,
For: Public Utility,
Recorded: January 26, 2010,
Instrument No. 453787, Official Records.
28. The effect of the following Record of Survey
Performed By: Bighorn Consulting, Inc.,
File: NA, of Surveys
Page No.: NA
Recorded: June 13, 2012
Instrument No.: 492469, of Official Records
29. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Boundary
Line Adjustment Deed, recorded June 13, 2012 as Instrument No. 492470 of Official Records.
30. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided
for or delineated on subdivision map Official Records of Lyon County, Nevada.
31. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided
for or delineated on Parcel Map No. 548209, recorded March 21, 2016, as Instrument No. 548209, Official Records
of Lyon County, Nevada.

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- 32. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: Peri & Peri, LLC, a Nevada limited liability company,
For: Private Access Facilities,
Recorded: December 13, 2016,
Instrument No. 558636, Official Records.
- 33. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington, a Nevada municipal corporation,
For: Storm Drainage Facilities,
Recorded: December 13, 2016,
Instrument No. 558644, Official Records.
- 34. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington, a Nevada municipal corporation,
For: Storm Drain and Drainage Facilities,
Recorded: December 13, 2016,
Instrument No. 558645, Official Records.
- 35. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington, a Nevada municipal corporation,
For: Maintenance Access,
Recorded: December 13, 2016,
Instrument No. 558646, Official Records.
- 36. A Deed of Trust which purports to secure an "Equity or Revolving Line of Credit"
Amount: \$8,287,500.00
Dated: August 27, 2020
Trustor: Walker River Cooling, LLC, a Nevada limited liability company
Trustee: American AgCredit, FLCA
Beneficiary: American AgCredit, FLCA, a corporation existing and operating under the Farm Credit Act of 1971, as amended
Recorded: September 11, 2020 as Instrument No. 621204, Official Records of Lyon County, Nevada.

Note: The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor of said Deed of Trust provide written authorization to close said credit line account with Beneficiary when the Deed of Trust is being paid through Stewart Title Company.

+++++++ The following matters affect Parcel B (001-561-07) +++++++

- 37. Any deferred taxes, interest and penalties which may be due or become due upon the conversion of said land from agricultural or open space use to any other designated use, as per Nevada Revised Statutes.
- 38. Mineral rights, reservations, easements and exclusions in the patent from the United States of America recorded March 13, 1906
in Book O, Page 176, of Official Records.

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- 39. Mineral rights, reservations, easements and exclusions in the patent from the United States of America recorded September 30, 1920 in Book V, Page 404, of Official Records.
- 40. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes In favor of: William Rallens, estate of Axlie Vein, deceased, Harry R. Warren and Walter C. Warren, J.G. Parker and John Parker,
For: right of way for construction and maintenance of a ditch,
Recorded: July 27, 1911,
in Book R, Page 221, Official Records.
- 41. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Ditch Operating Agreement: Ditch: Nichol-Merritt Ditch, recorded December 24, 1936 in Book O, Page 410 of Official Records.
- 42. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Ditch Operation Agreement: Ditch: Nichol-Merritt Ditch, recorded April 4, 1944 in Book Q, Page 293 of Official Records.
- 43. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Ditch Operating Agreement: Ditch: Nichol-Merritt Ditch, recorded December 13, 1945 in Book Q, Page 515 of Official Records.
- 44. Reservations and Exceptions contained in a Deed recorded September 3, 1953 in Book 38, Page 213 of Official Records.
- 45. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes In favor of: Sierra Pacific Power Company,
For: construct, operate and maintain an electric power line,
Recorded: April 9, 1958,
in Book 41, Page 371, Official Records.
- 46. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes In favor of: Sierra Pacific Power Company,
For: construct, operate and maintain an electric power line,
Recorded: April 9, 1958,
in Book 41, Page 374, Official Records.
- 47. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes In favor of: Sierra Pacific Power Company,
For: construct, operate and maintain an electric power line,
Recorded: October 14, 1971,
Instrument No. 8383, Official Records.
- 48. The effect of the following Record of Survey
Recorded: November 19, 2003
Instrument No.: 308662, Of Official Records

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- 49. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map, recorded July 13, 2005, as Instrument No. 356351, Official Records of Lyon County, Nevada.
- 50. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Subdivision Map, recorded February 27, 2007, as Instrument No. 401376, Official Records of Lyon County, Nevada.
- 51. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Boundary Line Adjustment Deed, recorded November 14, 2007 as Instrument No. 416655 and re-recorded January 28, 2008, as Instrument No. 419966 of Official Records.

NOTE: a portion of the easements granted for the purposes so stated therein were relinquished by Deeds recorded June 13, 2012 as Instrument No. 492470 and December 13, 2016 as Instrument No. 558649 of Official Records.

- 52. The effect of the following Record of Survey in support of Boundary Line Adjustment
Recorded: November 14, 2007
Instrument No.: 416656, Of Official Records
- 53. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: Sierra Pacific Power Company,
For: underground utility facilities,
Recorded: December 27, 2007,
Instrument No. 418558, Official Records.
- 54. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington,
For: public water and sewer pipe lines,
Recorded: January 26, 2010,
Instrument No. 453786, Official Records.
Relinquishment of Easement recorded March 4, 2014 as Instrument No. 518728 of Official Records.
- 55. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington,
For: public water and sewer pipe lines,
Recorded: January 26, 2010,
Instrument No. 453787, Official Records.
- 56. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: Sierra Pacific Power Company,
For: underground utility facilities,
Recorded: April 29, 2010,
Instrument No. 458265, Official Records.

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- 57. Easements, dedications, reservations, provisions, recitals, building set back lines, and any other matters as provided for or delineated on Parcel Map, recorded October 7, 2011, as Instrument No. 482678, Official Records of Lyon County, Nevada.
- 58. The effect of the following Record of Survey in Support of Boundary Line Adjustment
Recorded: June 13, 2012
Instrument No.: 492469, Of Official Records
- 59. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington,
For: storm drainage facilities,
Recorded: October 24, 2013,
Instrument No. 514152, Official Records.
- 60. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Deed of Dedication, recorded October 24, 2013 as Instrument No. 514153 of Official Records.
- 61. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington,
For: public water and sewer pipe lines and landscaping,
Recorded: March 4, 2014,
Instrument No. 518727, Official Records.
- 62. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Boundary Line Adjustment Deed, recorded March 4, 2014 as Instrument No. 518729 of Official Records.
- 63. The effect of the following Record of Survey in Support of Boundary Line Adjustment
Recorded: March 4, 2014
Instrument No.: 518730, Of Official Records
- 64. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: Sierra Pacific Power Company d/b/a NV Energy,
For: electric,
Recorded: March 12, 2014,
Instrument No. 518986, Official Records.
- 65. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington,
For: relocatable public access, waterline, public utility, sanitary sewer, maintenance access, storm drain and drainage easement,
Recorded: December 13, 2016,
Instrument No. 558637, Official Records.
- 66. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington,
For: waterline,

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Recorded: December 13, 2016,
Instrument No. 558638, Official Records.

67. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington,
For: permanent storm drain and drainage easement,
Recorded: December 13, 2016,
Instrument No. 558639, Official Records.

68. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: City of Yerington,
For: storm drain and drainage easement regional channel and pond,
Recorded: December 13, 2016,
Instrument No. 558640, Official Records.

69. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount : \$8,700,000.00
Dated : October 5, 2018
Trustor : Peri & Peri, LLC, a Nevada limited liability company, as to parcels 1, 2, 6, 14 and 15; Desert Pearl Farms, LLC, a Nevada limited liability company, as to parcels 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 16, 19, 21, 22 and 23; Jason Corporation, as to Parcels 17 and 18; and Peri Family Ranch, LLC, a Nevada limited liability company, as to parcel 20
Trustee : American AgCredit PCA
Beneficiary : American AgCredit PCA
Recorded : December 17, 2018 as Instrument No. 589968 of Official Records.

An instrument purports to modify the terms of said Deed of Trust as therein provided
Recorded February 12, 2021
Instrument No. 630982 of Official Records.

The above Deed of Trust was subordinated to the lien of the Deed of Trust recorded February 12, 2021 as Instrument No. 630976 and shown as item no. 70 herein, by the terms of the Subordination Agreement recorded February 23, 2021, Instrument No. 631554 of Official Records.

Security Interest Holder's Certificate, recorded June 9, 2021 as Instrument No. 638808 of Official Records.

(Affects the herein and described other property)

70. A Deed of Trust which purports to secure an "Equity or Revolving Line of Credit"
Amount: \$6,210,000.00; \$19,306,213.00; \$4,300,000.00; \$5,070,000.00; \$436,500.00; \$923,000.00
Dated: January 9, 2021
Trustor: Peri & Peri, LLC, a Nevada limited liability company, as to parcels 1, 5, 13, 14 and 23; Desert Pearl Farms, LLC, a Nevada limited liability company, as to parcels 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 15, 18, 20, 21, and 22; Jason Corporation, as to Parcels 16 and 17; and Peri Family Ranch, LLC, a Nevada limited liability company, as to parcels 19, 24, 26, 27, 28, 29, 30, 31 and 33
Trustee: American AgCredit FLCA

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Beneficiary: American AgCredit FLCA
Recorded: February 12, 2021 as Instrument No. 630976, Official Records of Lyon County, Nevada.

Note: The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor of said Deed of Trust provide written authorization to close said credit line account with Beneficiary when the Deed of Trust is being paid through Stewart Title Company.

(Affects the herein and described other property)

71. An unrecorded lease affecting the premises therein stated, executed by and between the parties named herein, for the terms and upon and subject to all of the terms, covenants, and provisions contained therein
Dated January 1, 2021
Lessor: Peri and Peri, LLC, a Nevada limited liability company
Lessee: Peri & Sons Farms, Inc., a Nevada corporation
Disclosed By: Leasehold Subordination Agreement
Recorded February 12, 2021
Instrument No.: 630983 of Official Records.

Matters affecting Lessee's interest not shown.

An Agreement (and the provisions contained therein) which states that said Lease is subordinate to the Deed of Trust shown as Item No. 69, Recorded February 12, 2021, Instrument No. 630976 of Official Records

72. An unrecorded lease affecting the premises therein stated, executed by and between the parties named herein, for the terms and upon and subject to all of the terms, covenants, and provisions contained therein
Dated December 17, 2018
Lessor: Peri and Peri, LLC, a Nevada limited liability company
Lessee: Peri & Sons Farms, Inc., a Nevada corporation
Disclosed By: Leasehold Subordination Agreement
Recorded February 12, 2021
Instrument No.: 630984 of Official Records.

Matters affecting Lessee's interest not shown.

An Agreement (and the provisions contained therein) which states that said Lease is subordinate to the Deed of Trust shown as Item No. 70, Recorded December 17, 2018, Instrument No. 589968 of Official Records

73. An easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In favor of: Sierra Pacific Power Company d/b/a NV Energy,
For: underground utility facilities,
Recorded: March 9, 2021,
Instrument No. 632502, Official Records.
74. Rights of way for location of Hwy 95a and a waiver for all claims for damage or compensation for and on the account of said highway location, including the possible widening of said highway.

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- 75. Subject to any rights and/or provision of the General Highway Act for improvements, repairs and landscaping to the public highway, located along the edge of the herein described property.
- 76. Any facts that may be disclosed by an ALTA/NSPS survey of said land.
- 77. Rights of parties in possession of the subject property by reason of unrecorded leases, if any.

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STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice (“Notice”) explains how we and our affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver’s license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates’, and others’ products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

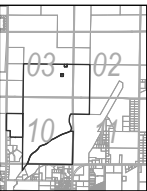
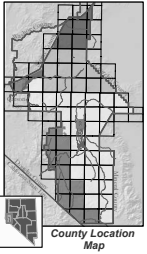
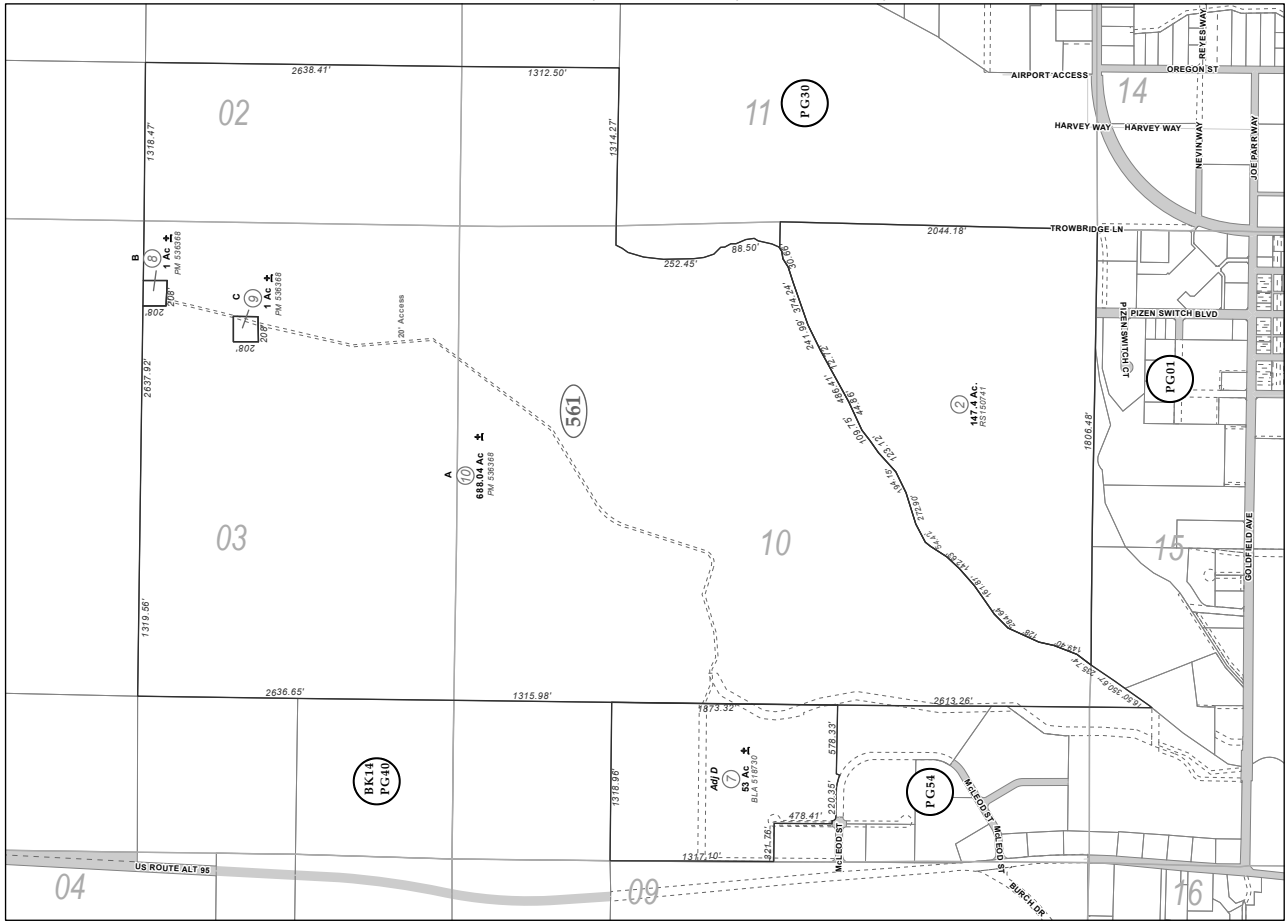
<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

W1/2 SW1/4, Section 2; SE1/4; E1/2 SE1/4; Section 3; Portion Section 10, NW1/4 NW1/4, Section 11;
 Portion NE1/4 NW1/4, Section 15, T13N-R25E, MD&M

1-56



Map Elements

- 1/4 Corner Section
 - Section Ties
 - 300' Dimensions
 - Parcel Lot
 - Parcel Number
 - 0.13 Ac. Acreage of Parcel
 - PM 138149 Recorded Map Image
 - Parcel Boundaries
 - Block Boundaries
 - Parcel Number
 - Parcel Book & Page Number
 - Page Number
- Cities & Townships**
- Dayton
 - Dayton Valley
 - Ferley
 - Mark Twain
 - Mason Valley
 - Mound House
 - Silver City
 - Silver Springs
 - Smith Valley
 - Stagecoach
 - Yerington

Scale: 1" = 800'
 Revised: May 19, 2015



NOTE: This is for assessment use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated herein. Use of this plat for other than assessment purposes is forbidden unless approved by the Lyon County Assessor's Office.

9

Chapter 15: Main Street Overlay District (MSOD)

10-15-1: Purpose and Intent

A. Community Character: To define, protect and enhance the historic, small-town character of Yerington's downtown corridor.

B. Economic Vitality: To encourage a walkable, visually cohesive Main Street that attracts tourism and supports local business.

C. Consistency: To provide clear design standards for property owners and developers.

10-15-2: Boundary and Applicability

A. District Map: The Main Street Overlay District (MSOD) shall cover all commercial properties on Main Street between Goldfield Avenue and Bridge Street.

B. Hierarchy of Law: Standards applied to the MSOD supersede underlying C-1 or C-2 standards where they conflict.

10-15-3: Architectural & Facade Standards

A. Primary Materials: All efforts should be made to keep buildings in this area cohesive with the district's historic significance. Facades should be primarily composed of finished wood, brick, stone or textured stucco. Metal facades or T1-11 siding is prohibited.

B. Color Palette: Buildings must be painted primarily of earth-tones, pastel reds, pastel yellows, pastel blues, pastel greens, light greys or off white and neutral colors. Accent colors no more than 20% of the building's façade are acceptable. Permitted murals are acceptable.

C. Transparency: Windows must make up at least 40% of a building's façade that falls within eight feet from the bottom of the building, unless structural integrity requires deviation from this ratio.

10-15-4: Signage Standards

A. Projecting Signs: Projecting signs, or signs that hang out from a building are permitted and encouraged, provided they protrude no closer than two feet from the nearest curb and hang no lower than 10 feet at the lowest point from the ground.

B. Material Quality: All signage must be made of high-quality and durable material. All signage must follow city permitting regulations.

C. Window & Façade Signage: No signage, excluding business logos, shall take up more than 20% of a building's façade and street-facing windows.

D. Messages and Content: No signage in the MSOD shall feature pornographic, suggestive or lewd content, contain any messages with profanity, or feature marijuana imagery such as a leaf, drug paraphernalia such as bong, pipes or needles, or drug-themed imagery.

E. Temporary Window Dressings: Temporary window dressings and décor that celebrate a holiday or promote city pride are exempt from the conditions established on 10-15-4 C, but must be removed within 15 days of an event or holiday concluding.

10-15-5: Merchandise & Sidewalk Culture

A. Active Displays: This provision creates an exception to Section 10-6A-3, allowing for daytime-only displays of merchandise and/or sidewalk signage provided a five-foot clearance is maintained for pedestrians.

B. Window Merchandise Displays: No merchandise displayed for public view in a window, or direct view from a public street or sidewalk may feature suggestive or lewd content, contain any messages with profanity, or feature marijuana imagery such as a leaf, drug paraphernalia such as bong, pipes or needles, or drug-themed imagery.

C. Screening Requirements: Service areas, such as HVAC equipment, dumpsters, etc., may not be placed on the street side of any business in the MSOD. Exceptions will be made for trash collection days should there be a need to place it street side for collection or repair purposes. Related repairs and collection are limited to a twenty-four (24) hour window.

D. Building Protrudements: Any items that protrude from a building's façade must maintain at least 6 feet of clearance from the nearest curb, where allowable. Any structure whose purpose is to shelter or provide a walking path, such as an awning, must have at least eight feet of clearance underneath and be no closer than two feet from the nearest curb.

10-15-6: Lighting and Hardscaping

A. Decorative Lighting: Decorative lighting must be placed on the inside of windows and must be facing inward. Decorative lighting is restricted to the white light spectrum. Use of temporary holiday or special event lighting is permitted so long as the colors or themes of lights agree with the season or event occurring at that time. Use of temporary holiday or special event lighting must be removed or discontinued within 15 days of the conclusion of the event.

B. Exterior Lighting: Permanent exterior lighting is limited to patio or accent white lighting. Temporary, or seasonal exterior lighting must agree with the season or event

occurring and must be removed or discontinued within 15 days of holiday or event conclusion.

C. Street Furniture: Standards for benches, planters, and bike racks placed by business owner/operators must follow the abovementioned design standards for facades in the MSOD.

10-15-7: Maintenance & Enforcement

A. Facade and Landscaping Integrity: Requires all buildings within the MSOD to remain free of peeling paint, broken glass, boarded-up windows, or otherwise distressed materials including landscaping, for more than 90 days.

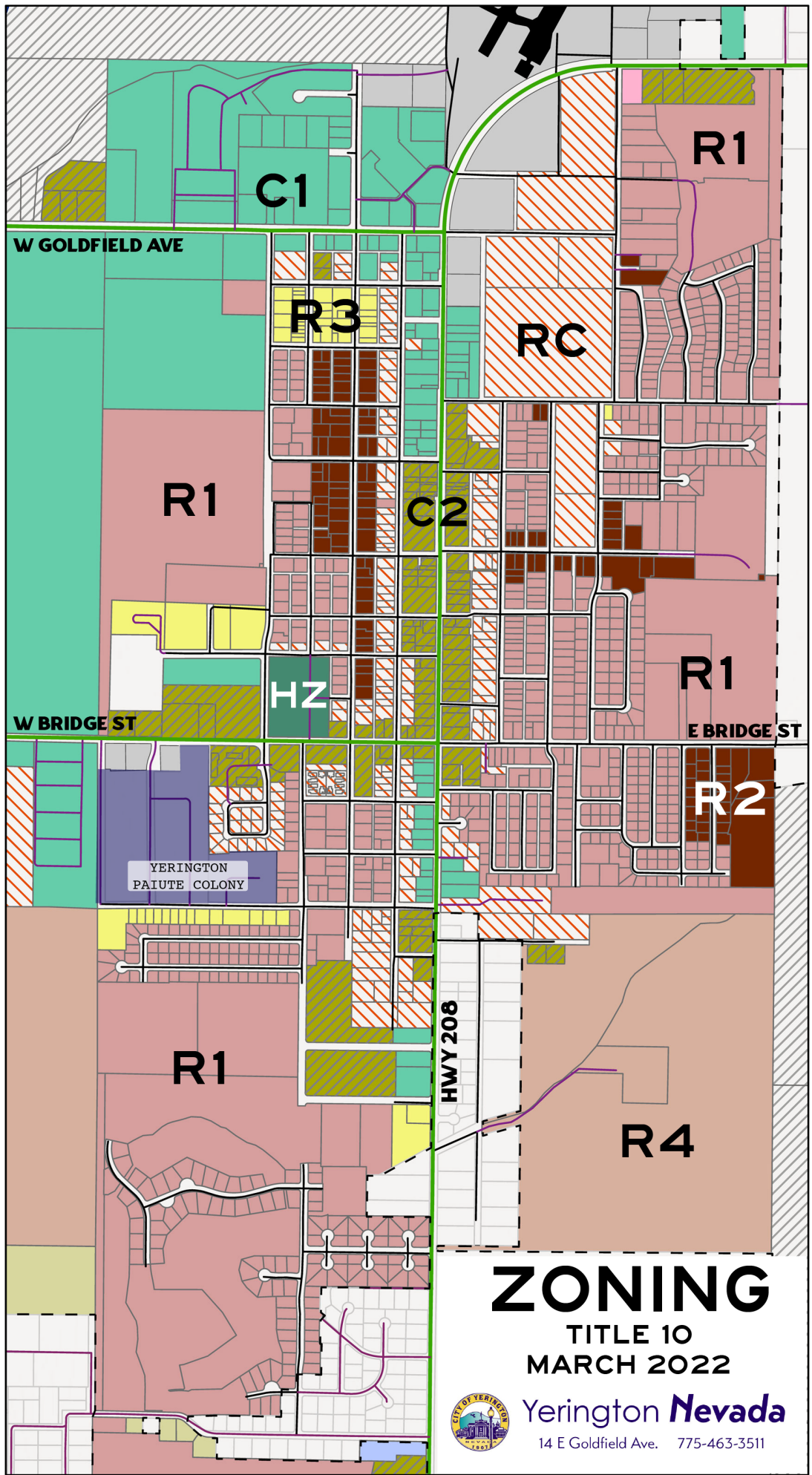
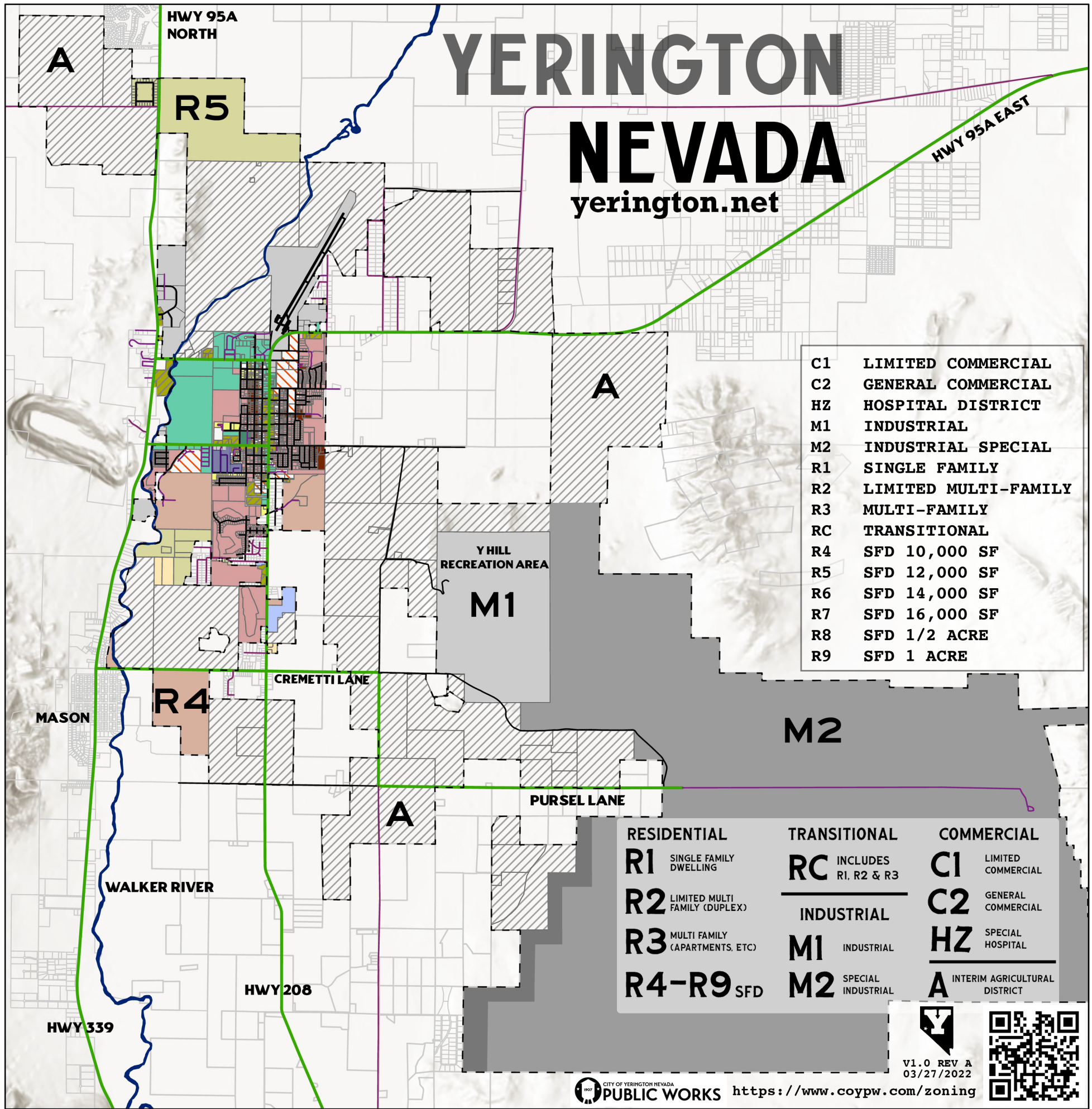
B. Implementation: All physical development within the Main Street Overlay District must conform to the regulations set herein. Existing Commercial Establishments within the MSOD must conform within 180 days of codification to the regulations set within 10-15-4(c,d), 10-15-5, 10-15-6 and 10-15-7. Existing commercial establishments within the MSOD must conform to those regulations outlined in 10-15-3 and 10-15-4(a,b) when repairs or upgrades are made that are equal to at least 50% of the surface area or 50% of the value of the structure being maintained.

C. Enforcement Link: Authorizes the Building Official to enforce these visual standards using the abatement procedures outlined in **Title 9, Chapter 1**.

10-15-8: Design Review Process

A. Administrative Review: Minor changes such as paint and small signs may be approved by city staff. A building permit will be required for structures, coverings, materials, and moisture control to ensure structural integrity, fire resistance and preservation of desired character as laid out in the Main Street Overlay District intent.

B. Planning Commission/Council Review: Major facade renovations or new builds may require a public hearing before the Planning Commission with final approval by City Council.



10

TITLE 3

BUSINESS AND LICENSE REGULATIONS

CHAPTER 1

BUSINESS LICENSES

SECTION:

[3-1-1](#): Definitions

[3-1-2](#): License Required

[3-1-3](#): Application; Fee

[3-1-4](#): Conditions For Approval Or Denial

[3-1-5](#): Form; Issuance

[3-1-6](#): Display

[3-1-7](#): Separate License Required

[3-1-8](#): Prohibited Business Not Permitted By License

[3-1-9](#): License Register

[3-1-10](#): License Fees

[3-1-11](#): Statements And Affidavits

[3-1-12](#): Transfer Of License

[3-1-13](#): Duplicate License

[3-1-14](#): Exemptions

[3-1-15](#): Nonissuance For Delinquent Fees

[3-1-16](#): Suspension, Cancellation Or Revocation

[3-1-17](#): Enforcement Of Chapter

[3-1-18](#): Audit Of Books And Records

3-1-19: Short Term License

3-1-20: Determination Of Business Category

3-1-21: Enumerated Businesses

3-1-22: Fees Based On Number Of Machines Or Tables

3-1-23: Itinerant Businesses

3-1-24: Violation; Penalty

3-1-1: DEFINITIONS:

As used in this chapter, the following words and phrases shall have the meanings indicated:

++ANNUAL: One full year, and said year shall begin on the first day of July and end on the last day of June, each and every year. ++

CONTRACTOR: Synonymous with the term "builder". A contractor is any person, except a licensed architect or a registered civil engineer, acting solely in his professional capacity who in any capacity other than as the employee of another with wages as the sole compensation, undertakes to, or offers to undertake to, or purports to have the capacity to undertake to, or submits a bid to, or does himself or by or through others, construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, excavation or other structure, project, development or improvement, or to do any part thereof. A "contractor" within the meaning of this chapter includes subcontractor or specialty contractor, but does not include anyone who merely furnishes materials or supplies without fabricating them into, or consuming them in the performance of, the work of a contractor.

GROSS RECEIPTS: Includes the total amount of the sale price of all sales, the total amount charged or received for the performance of any act, service or employment of whatever nature, whether such service, act or employment is done as a part of, or in connection with the sale of goods, wares, merchandise or not, for which a charge is made or credit allowed, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses or other expenses whatsoever; provided, nevertheless, that the term "gross receipts" shall not include cash discounts allowed or taken in connection with such receipts; and, provided further, that the term "gross receipts" does not include the amount credited by a seller of goods to the purchaser of goods for any property accepted by the seller as part of the sale price of goods sold where the property so accepted by the seller is to be retained by the seller for resale in the ordinary course of the seller's business. Any tax required by law to be included in, or added to the purchase price and collected from the consumer or purchaser, and such part of the sales price of any property previously sold and returned by the purchaser to the seller which is refunded by the seller, by way of cash or credit allowance, shall be deducted for the purpose of determining gross receipts under this chapter.

LICENSEE: Any person, firm, association or corporation required to be licensed under the provisions of this chapter.

LIQUOR: Beer, wine, gin, whiskey, cordials, ethyl alcohol or rum, and every liquid containing one-half of one percent (0.5%) or more of alcohol by volume and which is used for beverage purposes.

QUARTER: One-fourth ($\frac{1}{4}$) of a year, and said quarters shall begin with the first day of the following months: January, April, July and October of each and every year.

SHORT TERM LICENSE: Any contract, project, event, or work that will be completed within a thirty (30) calendar day period.

SINGLE PROJECT LICENSE: A business license issued for any single contract, project, or business performed within the city, not to exceed one year.

VENDING MACHINE: Any apparatus utilized for the automatic delivery of an article, such as chewing gum or candy, contained in a reservoir, or the automatic delivery of a service, such as a video game, music, or a pinball machine, upon the insertion of a coin in a slot and specifically not for gambling purposes. (Ord. 07-02, 2-26-2007)

++VENDOR LICENSE: A business license allowing individuals or businesses to legally sell goods or services within a forty-eight (48) hour period, often mandatory for operating in public spaces or for temporary sales and community events, not to exceed one issuance per year.

3-1-2: LICENSE REQUIRED:

It is unlawful for any person, either for himself or for any other person, to commence or to carry on any business, trade, occupation, calling or amusement or to advertise that he is doing so, without first having obtained a license from the city, and without complying with any and all federal, state and local regulations pertaining to such business, trade, occupation, calling or amusement as contained in this chapter. The carrying on of any business, trade, occupation, calling or amusement for which a license is required by this chapter without first having procured a license from the city to do so and without complying with any and all regulations contained in this chapter shall constitute a separate violation of this chapter for each and every day that such business, trade, occupation, calling or amusement is so carried on. (Ord. 07-02, 2-26-2007)

3-1-3: APPLICATION; FEE:

A. Contents; Form: Every person, firm, association or corporation desiring to obtain a license under the provisions of this chapter shall submit an application for such license to the city clerk, which application shall be on a form provided by the city and which shall contain, but not be limited to, the following information:

1. The name and address of the applicant;
2. The name and location of the business for which a license is sought;
3. The names and addresses of all persons who have any financial interest in the business sought to be licensed;
4. A full and complete description of all types of businesses, activities and occupations to be carried on by the business sought to be licensed;

5. Information necessary, and the applicant's authorization, to permit the city to perform a criminal background check of the applicant. In the event the background check reveals any current criminal proceedings involving the applicant, that fact may provide grounds for denial of the application.

B. Fee: An application fee per the city of Yerington's fee schedule is required on all businesses. (Ord. 07-06, 8-27-2007)

3-1-4: CONDITIONS FOR APPROVAL OR DENIAL:

Every application submitted under the provisions of section [3-1-3](#) of this chapter shall be reviewed by the city clerk. The city clerk shall consider the application and either issue or deny the request for a license administratively. The city clerk's issuance is conditional upon final review by the city council at its next ensuing regular or special meeting. The city council shall consider the issuance by the city clerk and either grant or deny the license at such meeting. The city council shall have the power to impose on every license granted under these chapter limitations or conditions required or permitted by this chapter or any other law. (Ord. 07-02, 2-26-2007)

3-1-5: FORM; ISSUANCE:

A. Issuance: Following the granting of a license, as provided in section [3-1-4](#) of this chapter, the city clerk shall prepare and deliver a license to the licensee.

B. Form: All licenses shall be printed in a form as specified by the city council; all licenses shall be consecutively numbered; all licenses shall be so printed that upon issuance the following information is clearly indicated upon the face of the license:

1. Date license issued;
2. Number of license;
3. Business, trade, occupation, calling, or amusement for which the license is issued;
4. The time period for which the license is valid;
5. The name of the licensee;
6. The address of the licensed business, trade, occupation, calling or amusement; and
7. The name under which the licensed business, trade, occupation, calling or amusement will be conducted, unless the same is the name of the licensee.

C. Required Signatures: All licenses issued by the city clerk shall be first signed by the mayor and countersigned by the city clerk. (Ord. 07-02, 2-26-2007)

3-1-6: DISPLAY:

All licenses issued pursuant to this chapter shall be posted and kept, by the licensee, in a conspicuous place in or about the place of business of the person, firm, association or corporation who obtained the same; and, on demand, during the usual hours of business must be exhibited to the city clerk, chief of police, or to any other officer of the city whose duty it is to

enforce the provisions of this chapter or to collect the fees imposed under the provisions of this chapter. (Ord. 07-02, 2-26-2007)

3-1-7: SEPARATE LICENSE REQUIRED:

Each business, trade, occupation, calling or amusement required by this chapter to be licensed must be separately licensed. In the event that a single person, firm, association or corporation carries on at one location two (2) or more businesses, trades, occupations, callings or amusements required by this chapter to be licensed, listed in category A, B, or C of section [3-1-21](#) of this chapter at the same location shall be required to obtain and pay for a separate license for each business as provided in section [3-1-5](#) of this chapter. (Ord. 07-02, 2-26-2007)

3-1-8: PROHIBITED BUSINESS NOT PERMITTED BY LICENSE:

The payment of a license fee required by the provisions of this chapter and its acceptance by the city and issuance of a license to any person shall not entitle the holder to carry on any business in, or on any building or premises designated in such license in the event that such building or premises is situated in a locality in which the conduct of such business is in violation of any law or ordinance, or in violation of any restrictive covenant, nor to conduct any business for which a permit is required as a prerequisite to the conduct of such business, nor to conduct any illegal or unlawful business. (Ord. 07-02, 2-26-2007)

3-1-9: LICENSE REGISTER:

The city clerk shall maintain the Caselle business license data module which provides the names of all persons to whom licenses are issued; the business, trade, occupation, calling or amusement licensed; the location of the licensed business; the date of issuance and the date of expiration of each license; fees and penalties received for each license. The city clerk shall provide such data to the city council upon request. (Ord. 07-02, 2-26-2007)

3-1-10: LICENSE FEES:

A. Due Date:

1. ++Annually: All license fees which are assessed annually, as specified in this chapter shall be due and payable as follows:

July 1 Beginning of Year Delinquent last business day of July

~~—Quarterly: All license fees which are assessed quarterly, as specified in this chapter, shall be due and payable as follows:~~

January, February, March	1st quarter	Delinquent last business day of April
April, May, June	2nd quarter	Delinquent last business day of July
July, August, September	3rd quarter	Delinquent last business day of October

October, November, December

4th quarter

Delinquent last business day of
January

2. Short Term License: All license fees assessed on a short term license, as specified in this chapter, shall be paid upon issuance of the license.

3. ~~Single Project License: All license fees assessed on a single project license, as specified in this chapter, shall be paid upon issuance of the license as found on the quarterly fee matrix listed in the city of Yerington fee schedule.~~

B. Fees Not Refundable: No license fee is refundable.

C. Late Penalties: Every license fee which is not paid within a period of thirty (30) days from the day the same becomes due is declared delinquent and the city clerk shall add to such license fee and collect, before issuing such license, a penalty of ten percent (10%) of the license fee so delinquent, but in no case less than one dollar (\$1.00), an administrative late fee as found in the city of Yerington fee schedule, the actual cost of certified mailing and such legal fees as may be incurred in any civil action brought in the name of the city for the recovery of the amount of the license fee imposed by this chapter. (Ord. 07-02, 2-26-2007)

3-1-11: STATEMENTS AND AFFIDAVITS:

A. Not Conclusive: No statement or affidavit required under any provision of this chapter shall be conclusive upon the city or upon any department, bureau, officer or agent thereof, and whenever it shall appear to the satisfaction of the city council that the statement or certificate does not set forth the true facts required by this chapter, the city council may withhold the approval of a license until such time as the applicant shall furnish satisfactory evidence of the truth of such statement or affidavit.

B. Confidentiality: The statements or affidavits pursuant to the provisions of this chapter seeking the issuance or renewal of a license shall be deemed confidential in character and shall not be subject to public inspection. It shall be the duty of the city clerk to so preserve and keep the statements that the contents may not become known except to the persons charged by law with the administration of this chapter. (Ord. 07-02, 2-26-2007)

3-1-12: TRANSFER OF LICENSE:

A. To Another Person: No license granted or issued under any provision of this chapter shall be in any manner transferred or assigned or authorize any person other than is therein named as licensee to do business without the prior approval of the city council.

B. To Another Location: No license granted or issued under any provision of this chapter shall authorize the conduct of any business at a location other than that specified in the license without the prior approval of the city council. (Ord. 07-02, 2-26-2007)

3-1-13: DUPLICATE LICENSE:

A duplicate license may be issued by the city clerk to replace any license previously issued under this chapter which has been lost or destroyed provided that the licensee files with the city

clerk an affidavit attesting to such facts and paying at the time of filing such affidavit a duplicate license fee as found in the city of Yerington fee schedule. (Ord. 07-02, 2-26-2007)

3-1-14: EXEMPTIONS:

A. Nonprofit, Charitable Purposes: The provisions of this chapter shall not be deemed or construed to require the payment of a license fee to conduct, manage or carry on any business, occupation or activity from any institution or organization which is conducted, managed or carried on wholly for the benefit of charitable purposes or from which profit is not a motive, either directly or indirectly, by an individual, firm or corporation; nor shall any license be required for the conducting of any entertainment, concert, exhibition or lecture on scientific, historical, literary, religious, or moral subjects whenever the receipts of such entertainment, concert, exhibition or lecture are to be appropriated to any church or school, or to any religious or benevolent purpose; nor shall any license be required for the conducting of any entertainment, dance, concert, exhibition or lecture by any religious, charitable, fraternal, educational, military, state, county or municipal organization or association whenever the receipts of any such entertainment, dance, concert, exhibition or lecture are to be appropriated for the purposes and objects for which such association or organization was formed and from which profit is not derived, either directly or indirectly, by any individual, firm or corporation; nor shall any license be required for practicing the religious tenets of any church or denomination; provided, however, that nothing in this section contained shall be deemed to exempt any such institution or organization from complying with the provisions of any ordinance of the city requiring such institution or organization to obtain a permit from the city council or other proper officer or officers or bodies to conduct, manage, or carry on any such entertainment, concert, exhibition, dance or lecture.

B. Proof Of Exemption: Every person, firm or association who shall claim exemption from payment of a business license either through the provisions of this chapter or any state or federal law, shall be required to appear before the city clerk and present documentary or other proof that the person, firm, association or corporation is entitled to the exemption claimed and the city clerk is empowered and it shall be his duty to require proof beyond reasonable doubt that the party claiming exemption is so entitled by law or this chapter. (Ord. 07-02, 2-26-2007)

3-1-15: NONISSUANCE FOR DELINQUENT FEES:

No license for any ensuing term or unexpired license period shall knowingly be issued to any person, who at the time of making application, is indebted to the city for any unpaid license fee. (Ord. 07-02, 2-26-2007)

3-1-16: SUSPENSION, CANCELLATION OR REVOCATION:

A. Causes: Any license issued pursuant to the provisions of this chapter, or any amendment thereof, for the conducting of business, may be suspended, canceled or revoked for good cause by the city council. Good cause for such suspension, cancellation or revocation shall include, but is not limited to, the following:

1. Nuisance: The existence of unsanitary conditions, noise, disturbances, or other conditions at, near or in the premises which cause or tend to create a public nuisance or which injuriously affects the public health, safety or welfare.

2. Unlawful Acts: The commission of, or permitting or causing the commission of, any act in the operation of the business which act is made unlawful or is prohibited by any ordinance, rule or law of the city, state or federal government; or

3. Fraudulent Practices And Misrepresentations: Fraudulent practices and misrepresentation in the operation of the business, or concealment or misrepresentation in procuring the license.

B. Procedure: Any license issued pursuant to the provisions of this chapter may be suspended, canceled or revoked in the following manner:

1. Complaint: The council may, on its own motion or initiative, or upon complaint of any person, institute proceedings to suspend, cancel or revoke a license, by mailing a complaint setting up the alleged reason for such proceeding to the licensee at the last address of such licensee as shown by his application or by supplemental application filed pursuant to the provisions of this chapter.

2. Written Answer: The licensee, shall, within five (5) days of the date of such mailing, unless an extension of time be granted by the council, file with the city clerk a written answer to such complaint, under oath.

3. Hearing Scheduled: The council shall fix a day and time for a hearing at which the licensee will be given an opportunity to be heard.

4. Failure To Answer Or Appear: If the licensee fails to file a written answer within the time required, or if the licensee fails to appear at the place and time designated for the hearing, the council may order the license suspended, canceled or revoked.

5. Council Action: The council shall, within ten (10) days from the date of such hearing, enter its order to suspend, cancel or revoke, or to refuse to suspend, cancel or revoke said license.

C. Alternative Procedure: As an alternative to the procedure outlined in the foregoing subsections, the council may, on its own initiative or upon the complaint of any person, require the licensee to appear before the council at a time and place fixed by the council, then and there to show cause, if any he may have, why his license should not be suspended, canceled or revoked. The hearing shall not be less than five (5) days from the date of service upon the licensee of the order by mailing a copy of the order to him at his last known address or place of business, or by making personal service upon him thereof. The failure by the licensee to appear at the time and place designated by the council shall, in and of itself, constitute sufficient grounds for suspension, cancellation or revocation of the licensee's license.

D. Reopening Or Review Of Proceedings: There shall be no reopening or review of the proceedings whatever before the council except when it subsequently appears to the satisfaction of the council that the licensee's failure to answer or appear was due to matters beyond his control, and not through negligence on the part of the licensee. (Ord. 07-02, 2-26-2007)

3-1-17: ENFORCEMENT OF CHAPTER:

The city clerk and/or the chief of police are empowered and shall have the duty to see that requirements of this chapter are complied with. (Ord. 07-02, 2-26-2007)

3-1-18: AUDIT OF BOOKS AND RECORDS:

A. Required: Every licensee whose license fee is computed under the provisions of this chapter does, by his application for and/or acceptance of a license under this chapter, consent to an audit of the books and records of the licensed business by any certified public accountant, public accountant or other qualified person designated by the city council; in no event shall such an audit of any licensee be required more than once during any period of twelve (12) months; refusal of any licensee to permit an audit as provided in this section shall result in an immediate and automatic forfeiture of all business licenses of the licensee who so refuses.

B. Employment Of Auditor: The city council may, from time to time, in its sole discretion, employ certified public accountants, public accountants or other qualified persons to audit the books and records of any business licensed under this chapter and required to pay a license fee computed under the provisions of this chapter.

C. Procedure:

1. Designation Of Time And Place: At the time the city council employs an auditor under the provisions of subsection B of this section, it shall set a time and place for the audit; the time set for such audit shall not be earlier than ten (10) days following the employment of the auditor. The city council may provide that the audit is to occur at the licensee's place of business, if within the city, at city hall or at any other place within the city.

2. Notice To Licensee: Upon the order of the city council setting the time and place of the audit, the city clerk shall forthwith notify the licensee whose books and records are to be audited of the time and place of such audit. Notification of the licensee may be either by personal service upon the licensee or by certified mail directed to the licensee at the address shown on the licensee's most recent license application, affidavit or business license; if notification is by personal service, such service shall be made not later than five (5) days before the date set for the audit; if notification is by certified mail, such mailing shall be made not later than seven (7) days before the date set for the audit. The city clerk shall cause proof of notification to be completed and filed in the office of the city clerk. (Ord. 07-02, 2-26-2007)

3-1-19: SHORT TERM LICENSE:

A. Power To Issue: The city clerk, as designated by the city council, may, upon application from any person, firm, association or corporation, issue a license under the provisions of this chapter on a short term basis.

B. License Fee: The license fee required on any licenses issued under the provisions of subsection A of this section shall be at rates which are established by a majority vote of the city council and found in the city of Yerington fee schedule.

C. Term: Any license granted under the provisions of this section shall specify the total number of days for which the license is valid and such license shall terminate automatically at twelve o'clock (12:00) midnight of the last day so specified.

D. Compliance Required: Except as specifically stated in this section, any license issued under the provisions of this section, and the application therefor, shall be in accordance with all provisions of this chapter. (Ord. 07-02, 2-26-2007)

3-1-20: DETERMINATION OF BUSINESS CATEGORY:

In the event that a business does not expressly nor indirectly fall within one of the enumerated business license fee categories, the city council, after a duly noticed hearing, will decide which licensing fee schedule is appropriate. (Ord. 07-02, 2-26-2007)

3-1-21: ENUMERATED BUSINESSES:

A. Categories:

1. Category A: Every firm, person, association, partnership or corporation who engages in, conducts or maintains within the city, any of the following named or similar professions, occupations or businesses, shall pay for and obtain ~~a quarterly~~ **an annual** license to carry on such profession, occupation or business as a category A business. The rate is determined by number of employees and gross receipts per quarter, as found on the quarterly business license affidavit:

Advertising

Aerial pesticide application

Air ambulance

Alarm service

Artist

Asphalt pavers

Assayer

Assisted living

Auto detailing

Backflow technician

Bakery

Bank, credit union, etc.

Barber

Bicycle sales and repair

Block/rock

Bookkeeping

Boxing arena

Business of any person charging a fee for the treatment of the mind or body by physical or mental processes except by prayer or spiritual means in accordance with the religious tenets of any church or denomination

Cabinet construction

Cafe and restaurant

Carpet installation and cleaning

Catering

Claims adjuster

Computer sales and service

Contractor

Convenience store

Cosmetologist

Counselor

Craft store

Creamery

Credit union

Dance hall

Decorator

Delivery service

Disc jockey/karaoke

Discount store

Dog and cat hospital

Door contractor

Doughnut

Draftsman

Drain cleaner
Electrical contractor
Engraver
Entertainment
Excavating contractor
Express company
Feed and seed mill
Fence construction/repair
Finance company
Fire equipment service
Flour mill
Food preparation and sales
Foundry
Fuel distributor
General repair contractor
Golf course
Gym/fitness facility
Hair stylist
Handyman
Hawking or peddling
Herbal sales
Housecleaning
Ice manufacturer/dealer
Illustrator
Information technology
Insulation contractor
Janitorial

Junk dealers
Landscape contractor
Laundromat
Locksmith
Machine shop
Maintenance/restoration
Massage
Minimarket
Mobile mechanic
Movie theater
Nail salon
Nursing home
Office machine maintenance
Office supply
Painting contractor
Paperhanging contractor
Pawnshop
Person care center
Pest control
Pet groomer
Pet store
Photography
Planning mills
Plumbing contractor
Portable toilet/septic tank
Printer
Public relations

Publishing and printing
Quick freeze plants
Real estate
Roofing contractor
Satellite sales and service
Secondhand stores
Security contractor
Shooting gallery
Sign contractor
Skating rink
Slot machine maintenance
Stock/bond broker
Storage facility (mini)
Supply and distributing
Tailor shop
Tanning salon
Taxidermist
Theater
Towing service
Travel agency
Tree service
Truck maintenance
Trucking firm
Upholstery shop
Vehicle glass replacement
Vehicle maintenance
Vending

Video rental

Warehouse

Waste collection

Window glass contractor

Window replacement

Woodworking

Yard work

2. Category B: Every firm, person, association, partnership or corporation who engages in, conducts or maintains within the city, any of the following named or similar professions, occupations or businesses, shall pay for and obtain ~~a quarterly~~ **an annual** license to carry on such profession, occupation or business as a category B business. The rate is determined by number of employees and gross receipts per quarter, as found on the quarterly business license affidavit:

Appliance store

Bar, saloon or cocktail lounge

Casino

Clothing store

Dealership

Furniture store

Gas station

Grocery store

Hotel

Insurance business

Jewelry store

Lapidary

Light manufacturing and sales

Liquor store

Lithographer

Lumberyard

Mercantile

Mobile home park

Motel

Newspaper

Tax consultant service

Tire service and repair

Title and/or escrow service

Title company

Trailer sales

Vehicle sales and service

3. Category C: Every firm, person, association, partnership or corporation who engages in, conducts or maintains within the city, any of the following named or similar professions, occupations or businesses, shall pay for and obtain ~~a quarterly~~ **an annual** license to carry on such profession, occupation or business as a category C business. The rate is determined by number of employees and gross receipts per quarter, as found on the quarterly business license affidavit:

Appraiser

Architect

Attorney

Bacteriologist

Certified public accountant

Chemist

Designer

Electrologist

Engineer

Environmental consultant

Funeral director/undertaker

Geologist

Medical related profession (any)

Optometrist

Public accountant

Surveyor

Utility company

Veterinarian

4. Category D: Businesses in which the gross receipts exceed two million dollars (\$2,000,000.00) per quarter are designated as category D businesses. In addition to the category A, B or C fee, category D businesses will pay an additional two hundred fifty dollars (\$250.00) per one million dollars (\$1,000,000.00) per quarter.

A business licensed under this section whose quarterly gross receipts or gross sales equal more than two million dollars (\$2,000,000.00) within a quarter shall compute its quarterly category D license fee as follows:

Example: Suppose your business is in category B with gross receipts of \$4,000,000.00 and has 12 employees. Using the matrix found on the quarterly business license affidavit, the fee would be computed as follows:

Category B with 12 employees = \$ 240.00

Gross receipts of \$4,000,000.00 / \$1,000,000.00 = 4

4 times \$250.00 = 1,000.00

Total amount owed this quarter = \$1,240.00

B. Two Or More Businesses: Any person, firm, association, partnership or corporation engaging in, conducting or maintaining two (2) or more of the professions, occupations or businesses listed in category A, B or C of this section, at the same location, shall be required to obtain and pay for a separate license for each business.

C. Liquor Sales: Every person, firm, association or corporation who engages in, conducts or maintains within the city, any of the following named or similar occupations, trades, callings, or pursuits, shall pay for and obtain ~~a quarterly~~ **an annual** license to carry on such occupation, trade, calling or pursuit at the rate as found listed on the liquor sales section of the city of Yerington fee schedule:

1. Sale of beer or wine by a restaurant duly licensed under the provisions of this chapter, where such beer or wine is served by the drink or bottle for consumption on the premises, and sold only in conjunction with the sale of meals; provided, nevertheless, that the license specified in this subsection shall not be required of any restaurant operated in conjunction with a bar, saloon or cocktail lounge licensed under subsection C3 of this section.

2. Wholesale liquor establishments, dealers or package liquor stores, where liquor or beer is sold by the bottle and not consumed on the premises, whether or not such package liquor store is operated in conjunction with any other business.

3. Bar, saloon or cocktail lounge or other establishment where liquor or beer is sold by the drink or the bottle, or where such liquor or beer may be consumed on the premises.

D. Utility Facilities: Every person, firm, association or corporation engaged, within the city, in the business of furnishing electric light or electric power, distributing natural gas through lines fed from a central plant, providing cable television either through cable lines or digitally or furnishing telephone communication facilities shall **also pay for and obtain a quarterly license fee** to carry on such business at the rate found on the **quarterly** fee matrix of the city of Yerington fee schedule.

E. House Of Ill Fame: Every person, firm, association or corporation who engages in, conducts, operates or maintains a house of ill fame, house of prostitution, house of assignation, bawdyhouse or roadhouse within the city, shall **also pay for and obtain a quarterly license fee** to carry on such occupation, trade, calling or pursuit at the rate found on the city of Yerington fee schedule. (Ord. 07-02, 2-26-2007)

3-1-22: FEES BASED ON NUMBER OF MACHINES OR TABLES:

A. Slot Machines: Every person, firm, association or corporation engaged in the business of running, operating or conducting slot machines, shall **also pay for, and obtain a quarterly license fee** at a per **quarter** rate as found on the gaming section of the city of Yerington fee schedule for each and every machine so operated.

B. Other Gambling Tables Or Devices: Every person, firm, association or corporation engaged in the business of dealing, playing or operating any roulette wheel, craps table, twenty-one game, blackjack game, faro, fan-tan, seven-and-a-half, big injun, Klondike, keno, racehorse keno, or bingo or any other banking or percentage game, other than draw poker, stud poker, or pan played with cards, dice or any mechanical device or machine for money, property, or checks redeemable in money or property, shall pay for each and every table, wheel or game so operated, at the rate as found on the gaming section of the city of Yerington fee schedule. (Ord. 07-02, 2-26-2007)

3-1-23: ITINERANT BUSINESSES:

A. Circus, Carnival Or Menagerie: Every person, firm, association or corporation who shall exhibit any circus, caravan, carnival or menagerie in the city shall pay for and obtain a blanket license covering all shows and mechanical contrivances at the rate as found on the itinerant business section of the city of Yerington fee schedule for each three (3) days of operation or fraction thereof.

B. Fortune Teller, Spiritualist Or Palmist: Every person, firm, association or corporation who engages in, maintains or conducts within the city, any of the following named occupations: fortune tellers, spiritualists or palmists, shall pay for and obtain a license at the rate as found on the itinerant business section of the city of Yerington fee schedule for each three (3) days of operation or fraction thereof. (Ord. 07-02, 2-26-2007)

3-1-24: VIOLATION; PENALTY:

A. Penalty: Any person, firm, association or corporation, opening, conducting, maintaining, transacting, engaging in, carrying on, or pursuing any business, trade, occupation, calling, profession or pursuit in this chapter, without first having obtained from the city the license specified in this chapter and paying the required license tax therefor, shall, upon conviction thereof, be punished by a fine not to exceed the maximum municipal court fine as found listed on the municipal court section of the city of Yerington fee schedule, or by imprisonment in the city jail for not more than six (6) months, or by both such fine and imprisonment.

B. Additional Remedies: In addition to any criminal action against any such person, the city shall have the right to bring a civil action to recover the amount of the license plus all costs of suit incurred including reasonable attorney fees. (Ord. 07-02, 2-26-2007)

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11

RESOLUTION NO. 2026-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YERINGTON, NEVADA,
AMENDING THE CITY FEE SCHEDULE TO TRANSITION THE BUSINESS LICENSE FEE
STRUCTURE FROM A QUARTERLY MATRIX TO AN ANNUAL MATRIX.**

WHEREAS, the City of Yerington is authorized by the Yerington City Code and Nevada Revised Statutes to establish and collect fees for business licenses to offset the costs of regulation and city services; and

WHEREAS, the City Council has historically maintained a quarterly fee matrix for business licenses, which requires frequent administrative processing and renewals; and

WHEREAS, the City Council finds that transitioning to an annual fee matrix will improve administrative efficiency, reduce the regulatory burden on local business owners, and simplify the billing and collection process for city staff; and

WHEREAS, the City Council desires to amend the City Fee Schedule to reflect this change in billing frequency while maintaining the overall revenue neutrality of the fee structure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YERINGTON, NEVADA:

- **Section 1. Amendment of Fee Matrix.** The City of Yerington Fee Schedule is hereby amended to replace the existing Quarterly Business License Fee Matrix with an Annual Business License Fee Matrix.
- **Section 2. Conversion of Rates.** The annual fee for each business category shall be amended to an annual fee matrix, intended to maintain competitive fee level on an annualized basis.
- **Section 3. Implementation.** As referenced in recent discussions regarding operational compliance, existing businesses will be transitioned to the annual billing cycle upon their next renewal date. The City Manager is authorized to establish prorated fees if necessary during the initial transition period.
- **Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2026.

CITY OF YERINGTON, NEVADA

By: _____

John J. Garry, Mayor

ATTEST:

By: _____

Stacy Stevenson, City Clerk



CITY OF YERINGTON FEE SCHEDULE

Replacement tags (lost)	Each	\$2.00			
Senior Replacement tags (lost)	Each	\$1.00			
Exotic Animal Permit (Non-Refundable) (5-4C-4-C)	Each Application	\$100.00			
Annual Exotic Animal Permit	Annual	\$35.00			
Building Department					
City of Yerington adopts the Definition of "Valuation" as defined in Section 223, of the 1997 Uniform Building Code.					
For Building Permit and Plan Check Fee: See most recent revision of the City of Yerington Building Valuation Data Sheets Located at the Building and Planning Department					
Inspection Fee: Changing from one fuel source to another (9-1-1-C2)	Each Inspection	\$85.00			
Inspection Fee: Electrical Upgrade (9-1-2-C2)	Each Inspection	\$85.00			
Inspection Fee: Gas Pressure (9-1-2-C2)	Each Inspection	\$85.00			
Re-inspection Fee: (9-1-2-C2)	Each Re-inspection	\$85.00			
Sewer Lateral Service Permit	Each Inspection	\$100.00			
Water Lateral Service Permit	Each Inspection	\$100.00			
Septic Permit (New and Replacement)	Each Inspection	\$160.00			
Residential HVAC Permit (Inc. Wood Stoves)	Each Inspection	\$80.00			
Inspection Card Replacement	Each Occurrence	\$25.00			
Permit Fee for Right of Way (ROW)	Each Occurrence	\$200.00			
Repeat Fee for Master Planned Development Review/Inspection		\$100.00			
Quarterly Business License Fee					
Application Fee	Each Application	\$20.00			
Quarterly Annual Fee Matrix					
Business License Category	# Of Employees From Line 2.				
	1	2 - 4	5 - 10	11 +	
A	\$45.00 — \$75.00	\$30.00 \$135.00	\$60.00 \$250.00	\$120.00 \$500.00	
B	\$30.00 — \$135.00	\$60.00 \$250.00	\$120.00 \$500.00	\$240.00 — \$1,000.00	
C	\$50.00 — \$250.00	\$100.00 \$500.00	\$200.00 — \$1,000.00	\$300.00 \$1,500.00	
In addition to the Category A, B or C fee, Category D businesses will pay an additional \$250.00 per \$1,000,000.00 per quarter.					
Category E businesses will pay an additional \$100.00 per quarter for Mobile Restaurants					
Short Term License: In accordance with the Quarterly Business License Affidavit but in no event less than \$50.00					
Vendor License: 48-Hour window for special events, limited to 1 per year				\$35.00	
Duplicate Business License	Each Occurrence				\$5.00
Auctions	Each Occurrence				\$100.00
Liquor License Application	Each Application				\$50.00
Sale of Liquor (Section 3-1-21.C)	Per Quarter/Annual				\$500.00 — \$100.00
Sale of Utilities (Section 3-1-21.D)	Per Quarter				\$100.00
Operating a house of ill repute	Per Quarter				\$25,000.00
Adult Establishments (Adult Oriented Businesses)	Per Year				\$2,000.00
Special Events	All				\$10.00

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CHAPTER 3

ALCOHOLIC BEVERAGE ESTABLISHMENTS

3-3-3: ISSUANCE:

A. Approval; Payment Of Fees: Upon approval of the business license by the Yerington city council and payment of all fees for the sale of alcohol, as listed on the ~~quarterly~~ **annual** business license affidavit, a business shall be deemed to be a licensed alcoholic beverage establishment.

B. Authority Granted By License: The person named on the license is authorized to carry on the business therein specified, at the place and for the period therein named.

C. Effect Of Issuance: No license issued under the provisions of this chapter shall authorize any business other than that therein named or mentioned to be done or transacted at any place other than is therein named or mentioned. (Ord. 07-02, 2-26-2007)

13

RESOLUTION NO. 2026-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YERINGTON, NEVADA, AMENDING THE CITY FEE SCHEDULE TO TRANSITION THE LIQUOR LICENSE FEE STRUCTURE FROM A QUARTERLY MATRIX TO AN ANNUAL MATRIX.

WHEREAS, the City of Yerington is authorized by the Yerington City Code and Nevada Revised Statutes to establish and collect fees for liquor licenses to offset the costs of regulation and city services; and

WHEREAS, the City Council has historically maintained a quarterly fee matrix for liquor licenses, which requires frequent administrative processing and renewals; and

WHEREAS, the City Council finds that transitioning to an annual fee schedule will improve administrative efficiency, reduce the regulatory burden on local business owners, and simplify the billing and collection process for city staff; and

WHEREAS, the City Council desires to amend the City Fee Schedule to reflect this change in billing frequency while maintaining the overall revenue neutrality of the fee structure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YERINGTON, NEVADA:

- **Section 1. Amendment of Fee Schedule.** The City of Yerington Fee Schedule is hereby amended to replace the existing Quarterly Liquor License Fee with an Annual Liquor License Fee and application fee.
- **Section 2. Conversion of Rates.** The annual fee for each liquor license shall be amended to an annual fee, intended to maintain competitive fee level on an annualized basis.
- **Section 3. Implementation.** As referenced in recent discussions regarding operational compliance, existing businesses will be transitioned to the annual billing cycle upon their next renewal date. The City Manager is authorized to establish prorated fees if necessary during the initial transition period.
- **Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2026.

CITY OF YERINGTON, NEVADA

By: _____

John J. Garry, Mayor

ATTEST:

By: _____

Stacy Stevenson, City Clerk



CITY OF YERINGTON FEE SCHEDULE

Replacement tags (lost)	Each	\$2.00																														
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Quarterly Business License Fee																																
Application Fee	Each Application	\$20.00																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="5" style="text-align: center;">Quarterly Annual Fee Matrix</td> </tr> <tr> <td style="text-align: center;">Business License Category</td> <td colspan="4" style="text-align: center;"># Of Employees From Line 2.</td> </tr> <tr> <td></td> <td style="text-align: center;">1</td> <td style="text-align: center;">2 - 4</td> <td style="text-align: center;">5 - 10</td> <td style="text-align: center;">11 +</td> </tr> <tr> <td style="text-align: center;">A</td> <td style="text-align: center;">\$45.00—\$75.00</td> <td style="text-align: center;">\$30.00 \$135.00</td> <td style="text-align: center;">\$60.00 \$250.00</td> <td style="text-align: center;">\$120.00 \$500.00</td> </tr> <tr> <td style="text-align: center;">B</td> <td style="text-align: center;">\$30.00—\$135.00</td> <td style="text-align: center;">\$60.00 \$250.00</td> <td style="text-align: center;">\$120.00 \$500.00</td> <td style="text-align: center;">\$240.00—\$1,000.00</td> </tr> <tr> <td style="text-align: center;">C</td> <td style="text-align: center;">\$50.00—\$250.00</td> <td style="text-align: center;">\$100.00 \$500.00</td> <td style="text-align: center;">\$200.00—\$1,000.00</td> <td style="text-align: center;">\$300.00 \$1,500.00</td> </tr> </table>			Quarterly Annual Fee Matrix					Business License Category	# Of Employees From Line 2.					1	2 - 4	5 - 10	11 +	A	\$45.00 — \$75.00	\$30.00 \$135.00	\$60.00 \$250.00	\$120.00 \$500.00	B	\$30.00 — \$135.00	\$60.00 \$250.00	\$120.00 \$500.00	\$240.00 — \$1,000.00	C	\$50.00 — \$250.00	\$100.00 \$500.00	\$200.00 — \$1,000.00	\$300.00 \$1,500.00
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In addition to the Category A, B or C fee, Category D businesses will pay an additional \$250.00 per \$1,000,000.00 per quarter.																																
Category E businesses will pay an additional \$100.00 per quarter for Mobile Restaurants																																
Short Term License: In accordance with the Quarterly Business License Affidavit but in no event less than \$50.00																																
Vendor License: 48-Hour window for special events, limited to 1 per year \$35.00																																
Duplicate Business License	Each Occurrence	\$5.00																														
Auctions	Each Occurrence	\$100.00																														
Liquor License Application	Each Application	\$50.00																														
Sale of Liquor (Section 3-1-21.C)	Per Quarter/Annual	\$500.00-\$100.00																														
Sale of Utilities (Section 3-1-21.D)	Per Quarter	\$100.00																														
Operating a house of ill repute	Per Quarter	\$25,000.00																														
Adult Establishments (Adult Oriented Businesses)	Per Year	\$2,000.00																														
Special Events	All	\$10.00																														

14



DOWL Project No.:

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 1, 2026 and shall expire June 30, 2027 between **City of Yerington (Client)** and **DOWL, Reno, NV (DOWL)**. Client and DOWL agree that DOWL will perform the professional services identified in Exhibit A associated with:

City of Yerington GIS Services FY27

The purpose of this project is to provide professional GIS services and management to the WebGIS online viewer for Fiscal Year 2027.

Representatives: **CLIENT:** City of Yerington

DOWL: DOWL, Reno, NV

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to DOWL:

Reimbursement shall be on a **Time and Materials Basis**, (with a not-to-exceed total of **\$15,000**). DOWL shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in EXHIBIT B. To be consistent with services actually rendered, DOWL may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CLIENT'S prior approval.

The following are hereby made a part of this AGREEMENT by attachment:

- Terms and Conditions** (3 pages)
- Exhibit A - Scope of Services**
- Exhibit B - DOWL rate schedule**

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.



IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Accepted for Client:

By: _____

Title: _____

Date: _____

Accepted for DOWL:

By: _____

Title: GIS Manager, Reno

Date: 5/1/2026

Tax ID No or 92-0166301

SSN: _____



DOWL STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL

A. *Basic Services*

DOWL shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. *Schedule*

DOWL's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. *Authorization to Proceed*

Execution of this Agreement by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. *Delay*

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL, the rates and amounts of compensation and time for completion provided herein shall be subject to equitable adjustment.

E. *Changes/Additional Services*

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects, the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. *Invoicing*

DOWL will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. *Progress Payments*

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition, DOWL may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. *Furnish Data*

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. *Representative*

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. *Timely Review*

Client will examine DOWL's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. *Prompt Notice*

Client will give prompt written notice to DOWL whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL's Scope of Services or any defect in the Services of DOWL or the work of any Contractor.

E. *Site Access*

Client will arrange for safe access to and make provisions for DOWL and DOWL's sub consultants to enter upon public or private property as required for DOWL to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL

A. *Independent Contractor*

DOWL is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. DOWL shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. *Performance*

DOWL will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the Client are specifically objected to.

C. *Publicity*

DOWL will not disclose the nature of its Scope of Services on the Project or engage in any publicity or public media disclosures with respect to this Project without the prior written consent of Client.

D. *Insurance*

DOWL will maintain the liability insurance coverages listed below for Professional, Commercial General, Automobile, as well as, Worker's Compensation and Employer's Liability.

1. Workers' Compensation Insurance for all employees of DOWL engaged in work under this contract as required



by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.

2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as and additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis.

Certificates evidencing such coverage will be provided, upon request, to Client upon request once the contract is fully executed.

E. Compliance with Laws

DOWL will use reasonable care in accordance with 4.B to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

F. No responsibility for Contractor Performance

DOWL will not be responsible for the quality of work for any person or entity (not including DOWL, its employees, representatives, and Consultants) performing or supporting construction activities relating to the Project (Contractor), or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

G. No responsibility for Site Safety

Construction Contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs; and compliance with applicable laws and regulations

H. Equal Opportunity Employment

DOWL is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

I. Services Not Included:

DOWL's services and Additional Services do not include:

1. Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
3. Providing surety bonding or insurance-related advice,

recommendations, counseling, or research, or enforcement of construction insurance or bonding requirements; or

4. Providing legal advice or representation.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the original printed copies (also known as hard copies) that are signed or sealed by DOWL.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.
4. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

B. Indemnification

1. DOWL agrees, to the fullest extent allowed by law, to indemnify and hold harmless Client from and against any liability, damages and costs (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, but only to the extent caused by the negligent act, or omission of DOWL or anyone for whom DOWL is legally responsible. DOWL's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of DOWL's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) but only to the extent caused by the negligent acts, errors, and omissions of the Client, Clients contractors, consultants, and anyone for whom Client is legally responsible.
3. A party's total liability to the other party and anyone claiming by, through or under the other party for any



claim, cost, loss or damage (including reasonable attorney fees and cost of defense) caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share the party's actual negligence bears to the total of all negligence of Client, DOWL and all other negligent entities and individuals.

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Mutual Waiver

To the fullest extent permitted by Laws and Regulations, DOWL and Client waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

E. Limitation of Liability

Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of DOWL and DOWL's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through or under Client for any and all claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to DOWL's services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, shall not exceed the total amount of \$50,000 or two times the total compensation received by DOWL under this Agreement, whichever is greater.

F. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

G. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

H. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall

invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

I. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Nevada, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Nevada, both as to interpretation and performance.

J. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate business in accordance with the provisions of this Agreement.

K. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

L. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due during or post-contract performance) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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EXHIBIT A SCOPE OF WORK

City of Yerington Fiscal Year 2027 GIS Services

INTRODUCTION

This Scope of Work (SOW) provides professional GIS services and management to the WebGIS online viewer for Fiscal Year 2027 (FY 27).

The phase and task breakdown for the project is designated as follows:

- Phase 1 – On-Call Professional Services

DESIGN SERVICES

Phase 1 – On-Call Professional Services

Objective

The objective of this task is to provide the City with GIS support on an on-call basis. The City will contact DOWL and request the GIS task. Tasks could include, but are not limited to, additional web applications or updates to existing web applications, additional layers, field data collection, or GIS support. This task will include the monthly backup and maintenance performed on the City's ArcGIS Online (AGOL) along with any administrative tasks such as invoicing and progress reporting.

Approach

Activities under this task will include the following elements:

- GIS tasks directed by the City.
- Monthly AGOL backup and maintenance
- Administrative tasks.

Deliverables

The following will be delivered under this task:

- Completed tasks requested by the City.
- A monthly export of AGOL Feature Layers.
- A monthly invoice and any progress report required by the City.

Assumptions

The following assumptions apply:

- DOWL assumes that the City will give DOWL access to any record information necessary to complete the task.
- City staff will review the GIS data to help ensure completeness and accuracy.

- The City shall provide updated data for all layers not under control of DOWL. For example, Lyon County parcel information is owned and controlled by the Lyon County Assessor's Office. If required, the City shall acquire the updated parcel data and provide it to DOWL.
- The City shall provide DOWL with a "Creator" level named user account on the City's AGOL that will enable the ability for DOWL to publish, perform updates, extract backups, and maintain any web maps and web applications.

SCHEDULE

Notice to Proceed:

July 1, 2026

Contract Ends:

June 30, 2027

BUDGET

Task 1	Professional Services	\$15,000
	TOTAL:	\$15,000



NEVADA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$194	Engineer VI	\$215
Accounting Technician	\$126	Engineer VII	\$226
Administrative Assistant	\$100	Engineer VIII	\$236
Administrative Manager	\$131	Engineer IX	\$263
Biologist I	\$137	Engineer X	\$278
Biologist II	\$147	Engineering Technician I	\$105
Biologist III	\$158	Engineering Technician II	\$121
Biologist IV	\$168	Engineering Technician III	\$131
Biologist V	\$215	Engineering Technician IV	\$147
CAD Drafter I	\$110	Engineering Technician V	\$163
CAD Drafter II	\$126	Engineering Technician VI	\$184
CAD Drafter III	\$137	Environmental Specialist I	\$126
CAD Drafter IV	\$147	Environmental Specialist II	\$142
CAD Drafter V	\$158	Environmental Specialist III	\$147
Senior CAD Drafter	\$179	Environmental Specialist IV	\$158
Civil and Transportation Designer	\$142	Environmental Specialist V	\$163
Senior Civil and Transportation Designer	\$179	Environmental Specialist VI	\$200
Contract Administrator I	\$168	Environmental Specialist VII	\$221
Contract Administrator II	\$194	Environmental Specialist VIII	\$236
Corporate Development Manager	\$242	Environmental Specialist IX	\$257
Cultural Resources Specialist I	\$126	Environmental Specialist X	\$278
Cultural Resources Specialist II	\$147	Field Project Representative I	\$137
Cultural Resources Specialist III	\$152	Field Project Representative II	\$152
Cultural Resources Specialist IV	\$189	Field Project Representative III	\$163
Cultural Resources Specialist V	\$205	Field Project Representative IV	\$179
Cultural Resources Specialist VI	\$221	Field Project Representative V	\$221
Cultural Resources Specialist VII	\$236	Geologist I	\$142
Cultural Resources Specialist VIII	\$252	Geologist II	\$152
Document Production Supervisor	\$158	Geologist III	\$163
Engineer I	\$137	Geologist IV	\$184
Engineer II	\$147	Geologist V	\$215
Engineer III	\$163	GIS Coordinator	\$184
Engineer IV	\$184	GIS Manager	\$194
Engineer V	\$205	GIS Specialist	\$152



Description	Rate	Description	Rate
GIS Technician	\$116	Professional Land Surveyor I	\$126
Graphic Designer	\$158	Professional Land Surveyor II	\$137
Senior Graphic Designer	\$185	Professional Land Surveyor III	\$147
Hydrogeologist I	\$147	Professional Land Surveyor IV	\$158
Hydrogeologist II	\$173	Professional Land Surveyor V	\$168
Hydrogeologist III	\$205	Professional Land Surveyor VI	\$178
Sr. Hydrogeologist	\$236	Professional Land Surveyor VII	\$189
Intern I	\$89	Professional Land Surveyor VIII	\$205
Intern II	\$110	Professional Land Surveyor IX	\$221
Laboratory Manager	\$131	Professional Land Surveyor X	\$231
Laboratory Supervisor	\$110	Professional Land Surveyor XI	\$268
Landscape Architect I	\$137	Project Administrator	\$142
Landscape Architect II	\$152	Project Assistant I	\$121
Landscape Architect III	\$168	Project Assistant II	\$137
Landscape Architect IV	\$184	Project Controller	\$173
Landscape Architect V	\$200	Senior Project Controller	\$194
Landscape Architect VI	\$210	Project Manager I	\$168
Landscape Architect VII	\$221	Project Manager II	\$184
Landscape Designer I	\$100	Project Manager III	\$200
Landscape Designer II	\$121	Project Manager IV	\$215
Marketing Assistant	\$110	Project Manager V	\$231
Marketing Coordinator	\$147	Project Manager VI	\$247
Marketing & Administrative Manager	\$236	Project Manager VII	\$263
Materials Technician I	\$100	Proposal Manager	\$185
Materials Technician II	\$110	Senior Proposal Manager	\$225
Lead Materials Technician	\$121	Public Involvement Assistant	\$121
Senior Materials Technician	\$131	Public Involvement Coordinator	\$163
Materials Manager	\$137	Public Involvement Planner	\$142
Planner I	\$126	Public Involvement Program Manager	\$210
Planner II	\$152	Real Estate Services Manager	\$189
Planner III	\$168	Right of Way Agent I	\$131
Planner IV	\$184	Right of Way Agent II	\$147
Planner V	\$200	Right of Way Agent III	\$163
Planner VI	\$210	Right of Way Agent IV	\$179
Planner VII	\$221	Right of Way Agent V	\$194
Planner VIII	\$236	Right of Way Agent VI	\$226
Planner IX	\$252	Right of Way Assistant	\$121
Planner X	\$294	Risk Manager	\$210
Planning Technician	\$116	Senior Manager I	\$252



Description	Rate	Description	Rate
Senior Manager II	\$273	Survey Technician VIII	\$168
Senior Manager III	\$284	Survey Technician -- Supervisor	\$163
Senior Manager IV	\$310	Systems Administrator	\$163
Senior Manager V	\$331	Technical Coordinator	\$189
Senior Manager VI	\$352	Utility Operator	\$152
Survey Technician I	\$95	Water Resource Specialist	\$205
Survey Technician II	\$100	Water Rights Specialist I	\$168
Survey Technician III	\$105	Water Rights Specialist II	\$200
Survey Technician IV	\$121	Water Rights Specialist III	\$231
Survey Technician IX	\$179	Water Rights Technician I	\$110
Survey Technician V	\$126	Water Rights Technician II	\$121
Survey Technician VI	\$137	Water Rights Technician III	\$131
Survey Technician VII	\$152		

Survey Crews

One-Person Survey Crew	=	\$168 / hour
One-Person Survey Crew GPS/Robotics	=	\$189 / hour
Two-Person Survey Crew	=	\$252 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$294 / hour
Two-Person Survey Crew GPS/Robotics	=	\$268 / hour
Three-Person Survey Crew	=	\$368 / hour

Travel, Mileage, and Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	\$1.15/mile
Vehicle Usage – Trucks & SUV's	=	\$1.35/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m. to 3:00 p.m.), and dinner (3:00 p.m. to midnight).

Per diem will be charged using the most recently published federal travel rate for each location.

Per diem rates by city: <https://www.gsa.gov/travel/plan-book/per-diem-rates>



Notes

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

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RESOLUTION NO. 2026-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YERINGTON, NEVADA, AMENDING THE CITY FEE SCHEDULE REGARDING WATER STANDPIPE RATES AND ACCOUNT SETUP FEES.

WHEREAS, the City of Yerington operates and maintains a water standpipe system to provide bulk water services to the community and surrounding areas; and

WHEREAS, the City Council has determined that the current rate structure for the water standpipe does not sufficiently cover the operational, maintenance, and administrative costs associated with providing bulk water; and

WHEREAS, the City Council desires to simplify the billing structure by eliminating tiered consumption minimums and adjusting startup fees to better reflect the administrative effort required for new account services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YERINGTON, NEVADA:

- **Section 1. Amendment of Water Standpipe Rates.** The City of Yerington Fee Schedule is hereby amended to reflect the following changes to Water Standpipe service charges:
 - **Bulk Water Rate:** Increased from \$2.80 per 1,000 gallons to **\$5.00 per 1,000 gallons.**
 - **Minimum Consumption Fee:** The fee of \$38.00 for the first 15,000 gallons is hereby **removed.**
- **Section 2. Amendment of Account Fees.** The existing Deposit Fee for standpipe accounts is hereby abolished and replaced with a non-refundable **Account Startup Fee of \$100.00.**
- **Section 3. Implementation.** The City Clerk and Public Works Department are authorized to update all billing systems and public notices to reflect these changes.
- **Section 4. Effective Date.** This Resolution shall be in full force and effect from and after adoption of this resolution.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2026.

CITY OF YERINGTON, NEVADA

By: _____

John J. Garry, Mayor

ATTEST:

By: _____

Stacy Stevenson, City Clerk



CITY OF YERINGTON FEE SCHEDULE

1 ½" Service	Each	\$14,000.00
2" Service	Each	\$20,000.00
3" Service	Each	\$25,000.00
4" Service	Each	\$30,000.00
4" Fire Sprinkler Service	Each	\$5,000.00
5" and larger Fire Sprinkler Service	Each	\$7,500.00
6" Service	Each	\$50,000.00
<i>Service Installation Fees</i>		
Materials	All	Actual Cost
Equipment (See Equipment Section)	-	See Equipment
Labor (See Note 4)	-	Note 4
Administrative Fee (Posting 24-Hour Notice)	Per Occurrence	\$15.00
Administrative Fee (Shutting Water Off for Non-Payment)	Per Occurrence	\$15.00
Administrative Fee (Turning Water Back On After Payment)	Per Occurrence	\$0.00
Administrative Fee (Turning Water Back On After Normal Business Hours)	Per Occurrence	\$21.00
Hook Up Fee (Turn Water On Initially After Deposit or Payment)	Per Occurrence	\$15.00
Fair Value Water Rights	Per Acre Foot	\$1,000.00
<i>RV Park Water Fees</i>		
Base Rate (For the first 4,000 gallons)	Month	\$24.90
Per 1,000 gallons thereafter	Per 1,000 gal	\$1.00
Meter Replacement Fee	Month	\$1.00
<i>RV Park Water Connection Fee</i>		
For Each RV-Spaces Served with Water	Each	\$ 780.00
Water Standpipe		
15,000 gallons (minimum)	1 st 15,000 Gallons	\$38.00
Per 1,000 gallons thereafter	Per 1,000 gal	\$2.80
Deposit Account Startup	Each	\$100.00-\$25.00
Account Re-activation	Each	\$25.00
Fire Hydrant Meter Deposit	Each	\$3,000.00
Fire Hydrant Meter Use Fee (Non-Refundable)	Each	\$250.00
Sewer		
Per Unit Base Rate (for the first 3,000 gallons) (See Note 1 and 2)	Unit	\$72.70
Per Unit outside city limits (Council action 5/24/2004)	Unit	\$72.70
Per 1,000 gallons thereafter (Commodity Rate)	Per 1,000 gal	\$2.46
Hook-up Fees	Per Occurrence	\$15.00
<i>Connection Fee</i>		
4" Sewer Service Connection Fee (8-5-1 C)	Each	\$3,800.00
6" Sewer Service Connection Fee (8-5-1 C)	Each	\$3,800.00
<i>RV Park Sewer Fees</i>		
Per RV Parking Space with Sewer Service	Month	\$24.90
Per RV Parking Space without Sewer Service	Month	\$24.90
<i>RV Park Sewer Connection Fee</i>		
For Each RV-Space Served with Sewer	Each	\$760.00
For Each RV-Space without Sewer Service	Each	\$ 760.00
<i>Service Installation Fees</i>		
Materials	All	Actual Cost