

OFFICIAL RECORD

Requested By:

WASHOE TRIBE OF NEVADA AND
CALIFORNIA

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 8 Fee: 21.00
BK-1006 PG- 1096 RPTT: # 2



Parcel No. 1121-00-002-007

After Deed has been recorded
Return to:

Washoe Tribe of Nevada and California
919 Highway 395 South
Gardnerville, NV 89410

QUIT-CLAIM DEED

THIS INDENTURE, made and entered into this 3rd day of October, 2006, by and between **Leon Mark Kizer**, an individual, of Douglas county, Nevada ("Grantor"), and **The Washoe Tribe of Nevada and California** ("Grantee").

WITNESETH:

That the said Grantor does, by these presents, REMISE, RELEASE AND FOREVER QUITCLAIM, all of Grantor's right, title and interest unto the Grantee and to his assigns, in that certain real property situate in Douglas County, State of Nevada, described as follows:

Mount Diablo Meridian, Nevada

T. 11 N., R. 21 E.,
sec. 20, NW1/4.

Containing 160 acres, more or less.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Grantee, and to their assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this conveyance to be executed the day and year first above written.

Leon Mark Kizer
Leon Mark Kizer

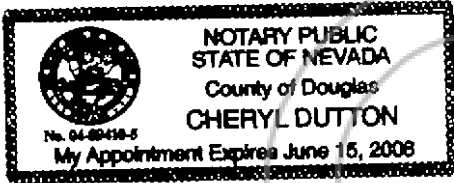
Grantee's Mailing and Tax Address (NRS 111.312):

Washoe Tribe of Nevada and California
919 Highway 395 South
Gardnerville, NV 89410

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of October, 2006, personally appeared before me, a Notary Public, Leon Mark Kizer, who acknowledged to me that he executed the within Quit-Claim Deed.

WITNESS my hand and official seal.



Cheryl Dutton
NOTARY PUBLIC



United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
 WESTERN NEVADA AGENCY
 311 East Washington Street
 Carson City, NV 89701

IN REPLY REFER TO:
 Real Estate Services
 (775) 887-3570

OCT 03 2006

Mr. Leon Mark Kizer
 P.O. Box 595
 Gardnerville, Nevada 89410

Dear Mr. Kizer:

Pursuant to your telephonic request on October 03, 2006, the following information is provided regarding your recent acquisition of a fee patent for Carson City Public Domain Allotment CC-231:

1. Fee Patent Number 27-2006-0154, dated July 14, 2006, which you were issued by the Bureau of Land Management contains only one reservation which is a right of way for ditches and canals constructed by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945), (known as the Canal Act);
2. All rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto Leon Mark Kizer together, were also transferred along with the surface rights for the subject Allotment which includes water and mineral rights;
3. Adjacent landowners provided Leon Mark Kizer with a right of ingress and egress to the subject Allotment and that right is transferable together with the disposition of the subject Allotment by assignment;

Since the subject Allotment is in fee status, the United States no longer asserts any type of jurisdiction over the property and any discussions regarding the property is located with Douglas County, Nevada.

If you should have any additional questions regarding the above information, please feel free to contact this Agency at the address or telephone number provided above.

Sincerely,

Superintendent

The United States of America

To all to whom these presents shall come, Greeting:

Patent

N-82297

WHEREAS, an Order of the authorized officer of the Bureau of Indian Affairs is now deposited in the Bureau of Land Management, directing that a fee simple patent issue to Leon Mark Kizer in accordance with 25 Code of Federal Regulations 152.5(a), in the following described lands:

Mount Diablo Meridian, Nevada

T. 11 N., R. 21 E.,
sec. 20, NW¼.

Containing 160 acres, more or less.

NOW KNOW YE, that the UNITED STATES, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto Leon Mark Kizer and to his heirs and assigns, the said lands described above; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto Leon Mark Kizer, and to his heirs and assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES a right-of-way for ditches or canals constructed by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945).

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in RENO, NEVADA, the FOURTEENTH day of JULY in the year of our Lord TWO THOUSAND and SIX and of the Independence of the United States the TWO HUNDRED and THIRTY-FIRST.

By Jim Stobaugh
Jim Stobaugh
Lands Team Lead
Natural Resources, Lands, and Planning

Patent Number **27-2006-0154**



To: Bureau of Indian Affairs
 Western Nevada Agency
 Attn: Branch of Realty
 311 E. Washington Street
 Carson City, NV 89701

The undersigned who are the major shareholders in Washoe Allotment CC-239 consisting of 160 acres which is adjacent to Washoe Allotment CC-231 consisting of 160 acres owned by Leon Mark Kizer hereby give Leon Mark Kizer permission to access and improve the existing un-surveyed dirt road that runs through CC-239 to CC-231. We understand that upon issuance of a fee patent by Leon Mark Kizer for Allotment CC-231, an official survey will be completed to for the road.

| | | |
|---|-------------------------|--------------|
| <u>Edgar Dutchy</u> Edgar Dutchy | <u>12/12/05</u> Date | 5940 shares |
| <u>Leon Mark Kizer</u> Leon Mark Kizer | <u>12/12/05</u> Date | 5940 shares |
| <u>Delaney Kizer</u> Delaney Kizer | <u>12/12/05</u> Date | 11880 shares |
| <u>Dinah Pete</u> Dinah Pete | <u>12/12/05</u> Date | 3960 shares |
| <u>Yvonne Christensen</u> Yvonne Christensen | <u>12/12/05</u> Date | 14300 shares |
| <u>Lorna Christensen</u> Lorna Christensen | <u>11-15-05</u> Date | 5720 shares |
| <u>Jocelyn Ann Christensen</u> Jocelyn Ann Christensen | <u>12/12/05</u> Date | 5720 shares |

RECEIVED
 WESTERN NEVADA AGENCY
 2005 DEC 12 AM 10:17



ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT is made this 3rd day of OCTOBER, 2006, by and between the Washoe Tribe of Nevada and California, of 919 Highway 395 South, Gardnerville, 89410, Nevada, referred to as "Assignee," and Mr. L. Mark Kizer, of 1605 Memdewee, Dresslerville Indian Colony, Washoe Tribe of Nevada and California, referred to as "Assignor."

WITNESSETH, that for valuable consideration in hand paid by the Assignee to the Assignor in the amount of \$86,400, receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee all of his right, title and interest in and to the attached right of way easement, executed by the major shareholders in Washoe Allotment CC-239 of 160 acres which is adjacent to Washoe Allotment CC-231. It gives permission to access and improve the existing unsurveyed dirt road that runs through CC-239 to CC-231 which is contained in that certain Agreement stamped received by the BIA, Western Nevada Agency on December 12, 2005.

The legal description of Washoe Allotment CC-239 is West 1/2, Southwest 1/4, Northeast 1/4, Southwest 1/4, Section 20, Township 11 North, Range 21 East, Mount Diablo Meridian, Nevada.

The legal description of Washoe Allotment CC-231 is Northwest 1/4, Section 20, Township 11 North, Range 21 East, Mount Diablo Meridian, Nevada.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

L. Mark Kizer

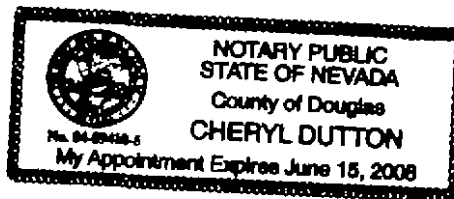
L. Mark Kizer

Certificate of Acknowledgment of Notary Public

State of Nevada)
) ss.
County of Douglas)

On this 3rd day of October, 2006, before me, Cheryl (first name) Dutton (last name), personally appeared Mr. L. Mark Kizer, personally known to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for purposes stated therein. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

Cheryl Dutton
SIGNATURE OF NOTARY PUBLIC



CONTRACT FOR SALE OF PROPERTY

This buy and sell agreement, dated 10/3/06, is between the Washoe Tribe of Nevada and California, of 919 Highway 395 South, Gardnerville, 89410, Nevada, referred to as "Buyer," and Mr. L. Mark Kizer, of 1605 Memdewee, Dresslerville Indian Colony, Washoe Tribe of Nevada and California, referred to as "Seller." This land is being acquired for the Washoe Land Conservancy.

In consideration of the mutual covenants and agreements contained in this agreement, the parties agree as follows:

SECTION ONE.

PROPERTY DESCRIPTION

Buyer agrees to buy the property with Douglas County Parcel Number 1121-00-002-007, Bureau of Indian Affairs Allotment Number 231, Fee Simple Indian Patent Number 27-2006-0154, Tract Number 672-CC231, consisting of 160 acres, more or less, and legally described as Mount Diablo Meridian, Nevada, Township 11 North, Range 21 East, section 20, NW 1/4. The described property is referred to as "Property." Property is sold subject to applicable ordinances, restrictions, and easements of record. The Property has a right of way attached, which runs through CC-239 to CC-231.

SECTION TWO.

SALES PRICE

The sales price is \$86,400. It will be paid in three portions over the course of one year: 1) \$46,400, 2) \$20,000, and 3) \$20,000. The Buyer has a good faith obligation to make the final two payments pursuant to the Tribal Resolution approving this contract.

SECTION THREE.

DEPOSIT

Buyer will not deposit any money with Seller.

SECTION FOUR.

METHOD OF PAYMENT

The sales price will be paid by Tribal issued check. Buyer represents that Buyer has the financial means needed to purchase Property.



SECTION FIVE.

TIMING OF PAYMENTS

The first payment will be made upon closing of this contract. The second payment will be due 6 months from the effective date of this contract and the third shall be made 12 months from the effective date of this contract.

SECTION SIX.

ASSESSMENTS AND TAXES

Seller will pay special assessments that are a lien on Property up to the closing date. Buyer will pay all 2006 property taxes on the Property and all subsequent property taxes.

SECTION SEVEN.

CLOSING DAY

The sale will be closed when all required documentation is received by the Tribe and it is satisfied with the documentation received. The date of receipt of all necessary documentation shall be no later than thirty (30) days after the effective date of this agreement. If the sale is not closed within thirty (30) days after the effective date of this agreement, Seller may notify Buyer that this agreement is terminated. Seller will then be free to dispose of Property.

SECTION EIGHT.

HEIRS AND SUCCESSORS

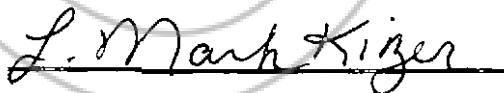
This agreement binds Seller, Seller's heirs and personal representatives, and anyone succeeding to Seller's interest in Property.

SECTION NINE.

EFFECTIVE DATE

The effective date of this agreement will be the date of Buyer's signing. If Buyer does not sign this agreement within ten (10) days of the date of Seller's signing, this agreement will terminate and become null and void.

The parties have executed this buy and sell agreement on 10/3/06, at WASHOE TRIBE HEADQUARTERS



L. Mark Kizer



A. Brian Wallace, Chairman
Washoe Tribe of Nevada & California