

**Southern Nevada Public Land Management Act  
Environmentally Sensitive Land Acquisition  
Round 20**

U.S. Forest Service



**THOMAS CREEK CANYON RANCH ACQUISITION**

Amount Requested: \$335,045

Asking Price: \$250,000

## A. BACKGROUND INFORMATION

### a. **Legal Description:**

Mt. Diablo Meridian, CA  
T. 18N., R. 19E.,  
sec. 30, E1/2NW1/4SE1/4.

### b. **General Description of the Nominated Property:**

Thomas Creek Canyon Ranch (Property) is a 19.08 acre private parcel, nestled on the east slope of the Sierra Nevada Carson Range within the Humboldt-Toiyabe National Forest (Forest), Carson Ranger District. The Property is northeast of Lake Tahoe off-of Mt. Rose Highway which leads to Incline Village, CA and the Lake Tahoe Area.

There are no structures on the Property, and it is undeveloped. The Property is surrounded on three sides by National Forest and private property on one side. The Property and the private property parcels are contained within one roughly 40-acre parcel that is surrounded by National Forest.

Acquisition of the property is of high value because the acquisition would contribute to the preservation of important habitat for many wildlife species that use these habitats including those designated as "Sensitive" by the U.S Department of Agriculture, Forest Service (FS). Habitats include Thomas Creek and associated riparian zone, mixed conifer forest, meadows, and aspen groves.

The property is also of high value because of the recreation opportunities that would be afforded on the Property including nature watching, creek fishing, hiking, picnicking, as well as other activities that are currently not available to the public on the Property. Further, the Property is directly adjacent to the Thomas Creek Trail. Which is one of the most used trails on the district. The Property is accessed by Thomas Creek Road, a Forest Service maintained road, and a parking area is at the entrance of the Property servicing the Thomas Creek Trail. The acquisition would also create easier access for the public between existing Forest System Lands, as this Property would not need to be avoided by the public once acquired. Further, the Forest Service intends to keep the Property closed to motor vehicle use thus further protecting resources.

Further, acquisition of the Property is of high value/priority because, 1) the owners have indicated that the Property will be placed on the open market if not acquired by the FS, 2) acquisition of the property is the only way to ensure protection of the resources on the Property, and 3) failure to acquire could result in sale and development of the property to a single-family unit as permitted by county zoning. The Property is near Mt. Rose Highway and the Lake Tahoe area and potential of development is present.

Based on the above, this property is a best value option: the nomination is cost effective because the Property will require no costs to add to the Forest Lands System and little to maintain; will maintain the current quality of the Property because resources will be protected and recreational opportunities will be created; and the scope is not more than one project or phase

- **Brief Summary of Resource Values:**

The Property has an abundance of diverse habitat types including aspen, meadow, and dense conifer forest, and provides important foraging, breeding, and cover habitat for many species such as California spotted owl, flammulated owl, northern goshawk, white-headed woodpecker, mountain quail, peregrine falcon, and monarch butterfly, all which are listed as Sensitive within the Intermountain Region of the Forest Service (Region 4). The Property also lies within an active mule deer transition habitat between general winter and summer range. Opportunities abound for further research and protection/restoration efforts.

Thomas Creek is an approximately 4-5 mile perennial mountain creek that originates from mountain springs and flows out of the Mount Rose Wilderness Area down the east Sierra mountains crossing through the Property enroute to the Carson Front. The Carson Front serves municipal water needs for the area.

The acquisition will improve public access and recreation to existing National Forest System lands to the north and south and further west, along Thomas Creek Road, and reduce public incursion to the adjacent private property. The acquisition would provide additional opportunities for hiking, trail running, wildlife viewing, creek fishing, and will link to existing public lands.

- **Federally Approved Land Use Plan:**

The Humboldt-Toiyabe National Forest Land and Resource Management Plan (LRMP): The Property is within the Carson Front identified as Management Area 2. This area identifies the need for consolidated ownership. Within the section identified as Total Management Area Direction, it states, "Acquisition of private lands will be emphasized to enhance recreation, aesthetic, and resource protection objectives."

- **Phase Projects: Describe Relationship to prior Approved Phases or Related SNPLMA Projects and Anticipated Future Phases**

This is a stand-alone project without previous or anticipated phases.

- **Acknowledgement of Stand-Alone Project and no Guarantee of Funding for Future Phases**

This is a stand-alone project with no guarantee of funding for future phases.

- **Known Hazardous Materials, Safety, Legal, or Other Liabilities:**

There are no known hazardous materials, safety, legal, or other liabilities on the property.

- **Rights Being Offered for Acquisition:** *(check all that apply)*

- Fee Simple Acquisition of Property
- Water Rights
- Surface Rights Only
- Conservation Easement (e.g., Development Rights)
- Mineral Rights Only

- Timber Rights Only
- Access Easement
- Patent Mining Claim(s)
- Other – describe (e.g., include well log) and other structure(s)

**For: Water Rights, if applicable: Identify whether or not water rights are appurtenant to the property.**

There are no water rights or Third Party water rights appurtenant to the property, and none are presumed to be conveyed. Further the Forest has verified there are no upstream water rights for Thomas Creek from its headwaters in the Mount Rose Wilderness Area flowing to the Property.

- a. Provide details of third-party water rights: NONE
- b. **Rights to be Reserved, check all that apply with a brief description:**
  - Access Rights/easements
  - Water Rights
  - Mineral Interests
  - Development Rights
  - Other: Describe: [Click or tap here to enter text.](#)

- **Occupancy or Use Rights Held by Others:**

None

- **Third Party Water Rights:**

No person, company, or other entity own the rights to surface water on the property, or have wells, piping, or other works for diversion and/or distribution of ground or surface water from or over the property.

Further, there are no points of diversion upstream of the property. There is one point of diversion just east of the Property, permit 83918, but again is downstream from the Property and will not affect stream flow to the Property.

- **Identify Unacceptable Outstanding Rights:**

None

- **Access: State if legal access is available and sufficient for agency needs**

No legal access exists for the Property such as easement or license however Property is accessed by Forest Service maintained Thomas Creek Road and is sufficient for agency needs to access the property. The road is also open to public use.

- **Support for Asking Price:**

Forest Service reviewed an appraisal provided by owner which appraised the property at \$250,000 (See Thomas Creek Appraisal) and considered sales data from Forest Service files (See Forest Service-Sales Data) and determined a price range of between \$7,000 per acre/\$133,000

and \$13,300 per acre/\$252,700. And that a price of \$250,000 is considered reasonable by the Forest Service.

#### COMPARABLE PROPERTY SALE 1

LOCATION: The Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 16, Township 13 North, Range 19 East, M.D.B.&M.

This property is located north of Kingsbury Grade Douglas County NV

APN: 1319-00-001-011

ACREAGE: 40+

SALE DATE: 12/13/2019

SALE PRICE: \$375,000

SELLER: Courtney R W & B 1995 Trust

BUYER: Phillip R Alder

FEE TITLE: Fee Simple

NATURE: This property is located north of Kingsbury Grade (SR 207) It features good views of the Carson Valley and Sierra Mountains, it is not located within the Lake Tahoe Basin where there are strict TRPA restrictions. Most of the parcel consists of gentle to steep terrain, although there are some good building sites with good views.

INTENDED USE: Unknown

#### COMPARABLE PROPERTY SALE 2

LOCATION: Multiple Parcels: Section 9, Township 12 North, Range 19 East, M.D.B &M. Gardnerville, Douglas County, NV

APN: 1219-09-001-003/004/005/006/007/032

ACREAGE: 203.44

SALE DATE: 01/02/2019

SALE PRICE: \$700,000

SELLER: Bently Family Ltd Partnership

BUYER: Cates Family Trust

FEE TITLE: Fee Simple

NATURE: This property is located at the base of the Sierra Nevada Mountains near the intersection of US Highway 207 (Kingsbury Grade) and State Route 206 (Foothill Road). The parcel is steeply sloping and offers panoramic views of the Carson Valley. Dirt Access

INTENDED USE: Unknown

#### COMPARABLE PROPERTY SALE 3

LOCATION: The Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 17, Township 13 North, Range 19 East, M.D.B.&M.

Douglas County, NV

APN: 1319-00-001-008

ACREAGE: 40± acres

SALE DATE: 12/22/2020

SALE PRICE: \$280,000

SELLER: Lahren Mary M Trust

BUYER: Thomas & Kimberly Jdzorek

FEE TITLE: Fee Simple

NATURE: This property is located north of Kingsbury Grade (SR 207). It features good views of the Carson Valley and Sierra Mountains. It is not located within the Lake Tahoe Basin where there are strict TRPA restrictions. Most of the parcel consists of moderate to steep terrain. No water rights acquired. Dirt Access.

INTENDED USE: Unknown

## B. SNPLMA STRATEGIC PLAN VALUES

Land Acquisition projects have two goals identified in the Strategic Plan:

- Goal 1: Sustain the quality of the outdoor environment by conserving, preserving, and restoring natural and cultural resources.
- Goal 2: Improve the quality of life for all publics in urban and rural communities by enhancing recreational opportunities that connect people with the outdoor environment.

Nominated projects should meet these goals by focusing on the three SNPLMA core values, connectivity, sustainability, and community. Every nomination must explain how the three values are promoted by the project.

### 1. Connectivity

Acquisition of this property would help link people to nature and recreation opportunities:

The Thomas Creek Canyon Ranch project would support the value of connectivity as a keystone acquisition helping to complement surrounding Forest Service lands in/along the Sierra Front in this area pursued for habitat protection and recreation. This acquisition will also provide greater access to Thomas Creek and nearby existing Forest.

### Sustainability

Acquisition of this property will incorporate durability, relevancy, and shared support to ensure benefits in the near and long term by:

The Thomas Creek Canyon Ranch Acquisition project would support the value of sustainability by increasing the natural resource base and protecting important wildlife habitat. The Forest Service considers the property suitable habitat for California spotted owl, flammulated owl, northern goshawk as well as many other species. The property lies within an active mule deer transition habitat between general winter and summer range. Opportunities abound for further research and protection/restoration efforts.

2. Community

Acquiring this Property will improve access to Federal land for a variety of user groups. This acquisition will allow for expanded passive recreation opportunities such as hiking and wildlife watching. In addition, potential exists for interpretation and outdoor learning opportunities given the diverse habitats that exist on the property and the relatively easy access to the edge of the property by Thomas Creek Road. The property can also be accessed by hikers on the Thomas Creek Trail which is adjacent to the property.

### C. PURPOSE STATEMENT

The U.S. Forest Service will acquire an approximately 19.08-acre private inholding located on the east slope of the Sierra Nevada Carson Range within the Humboldt-Toiyabe National Forest in Area Management 2. The acquisition will help protect sensitive species such as California spotted owl, flammulated owl, northern goshawk, as well as other sensitive species. The acquisition will also consolidate National Forest System lands, protect riparian and wetland areas, and expand recreational access to public lands.

### D. PROJECT DELIVERABLES

1. Primary deliverables:
  - Acquire the Thomas Creek Canyon Ranch property of approximately 19.08-acres.
2. Anticipated deliverables:
  - None Identified
3. Standard deliverables:
  - Legal description acceptance
  - Title review
  - Certificate of Inspection - Initial and Final
  - Appraisal
  - Environmental Site Assessment
  - NEPA Documentation-Land Purchase Analysis
  - Preliminary Title Opinion
  - Execute Purchase Option/Agreement
  - Escrow Closing
  - Execute Deed
  - Final Title Opinion

### E. PROJECT LOCATION

**Latitude and Longitude:**

39°23'39.42"N

119°53'21.18"W

**Identify Congressional District(s):**

2nd Congressional District

**County and Assessor Parcel Number(s):** APN 049-010-22

**Acres and /or Water Rights Units:** 19.08 acres/No Water Rights

ALL THAT CERTAIN PARCEL OF REAL PROPERTY SITUATED IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.B. & M. IN WASHOE COUNTY, NEVADA DESCRIBED AS FOLLOWS:

START AT THE EAST QUARTER (E ¼) SECTION CORNER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.B. & M.; THENCE NORTH 87°11'30" WEST 1311.03 FEET, MORE OF LESS, ALONG THE QUARTER (¼) SECTION LINE TO AN IRON PIPE, THE TRUE POINT OF BEGINNING, FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER (NE COR) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 30; THENCE CONTINUING ALONG THE QUARTER (¼) SECTION LINE NORTH 87°11'30" WEST 655.51 FEET, MORE OR LESS, TO AN IRON PIPE; THENCE SOUTH 0°11'15" WEST 1271.81 FEET, MORE OR LESS, TO AN IRON PIPE IN THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 30; THENCE SOUTH 88°50'25" EAST 657.75 FEET, MORE OR LESS, ALONG THE SAID SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) TO AN IRON PIPE, FURTHER DESCRIBED AS BEING THE SOUTHEAST CORNER (SE COR) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 30; THENCE NORTH 0°03'25" EAST 1252.99 FEET, MORE OR LESS, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) TO THE TRUE POINT OF BEGINNING.

#### **F. PROJECT TIMEFRAME**

The project is expected to be completed within the standard 3-year timeframe approved by the Executive Committee for Environmentally Sensitive Land Acquisition projects.

#### **G. LEVEL OF PROJECT READINESS FOR IMPLEMENTATION**

Explain project readiness.

Is NEPA completed?  Yes  No

Is this a shovel-ready project?  Yes  No

N/A

**Have you applied, received, or is there the opportunity to obtain funding from another source for this project? Please list the additional funding opportunities received or applied for and indicate whether it is federal or nonfederal funding.**

Answer: No additional funding has been received or applied for.

#### **H. SOCIOECONOMIC INFORMATION**

**1. Number of employees, spouses, and immediate family members that will be impacted by the acquisition due to employment associated with the land. List any employment that would be lost or created as a result of the acquisition.**

Answer: None.

**2. Amount of annual property taxes.**

\$1,245.17

**3. A description of the existing use(s) of the property.**

Recreation and personal enjoyment by current owner.



**4. Amount of annual revenue generated from enterprises associated with the land. If actual revenue is confidential, list a typical enterprise annual budget. (e.g., revenue from working farms, agricultural or other leases, access fees for recreational facilities, mining operations, etc.)**

Answer: None

**5. A summary of local public services being utilized on and provided to the subject property.**

Answer: None

**6. A summary of local contractors being utilized on the subject property.**

Answer: None

**7. Identify the current city or county land use plan designation(s) for the subject property. If no local government land use plan or master plan is in effect, please so state. In this case, list the current zoning and any anticipated zoning changes in the foreseeable future, if any.**

**Washoe County Master Plan-Section 110.106.15 Regulatory Zones.**

Thomas Creek Canyon Ranch is located in area designated as General Rural which has a maximum size lot of 40 acres (Lot Sizes). Under the Master Plan, the General Rural (GR) Regulatory Zone is intended to identify areas that are: (1) Remote and will have no or very low density development (i.e. one (1) dwelling unit per forty (40) acres), (2) Remote but where unique developments may occur (e.g. destination resorts), (3) Suitable for more intensive resource extraction, including energy production, and (4) Suitable for large scale agricultural and/or grazing operations. This regulatory zone identifies areas that may have one or more of the following characteristics: (i) Floodplains, (ii) Potential Wetlands, (iii) Slopes, (iv) Public Ownership, (v) Remote Location Lacking Infrastructure, (vi) Agriculture and Grazing, (vii) Resource Extraction and Energy Production, and (viii) Conservation of Natural Resources and Open Space.

**8. Provide a list of all water rights appurtenant to the land. Note whether these are being offered for sale as part of the nomination, if they will be reserved by the owner, if they are owned by or will be sold to a third-party, or if there will be some other disposition of the water rights.**

Forest Service water rights staff have verified that there are no water rights, nor any third-party water rights, appurtenant to the property.

**9. Provide a list of known mineral rights associated with the land. Note whether these are being offered for sale as part of the nomination, if they will be reserved by the owner, if they are owned by or will be sold to a third-party, if minerals are reserved by USA list under which authority (e.g., Taylor Grazing Act of 1934 and/or Stock Raising Homestead Act of 1916), or if there will be some other disposition of the mineral rights.**

There are no known mineral rights associated with the property. No mineral rights were reserved by the U.S. or State upon patent. All rights and interest to minerals upon the property will be acquired upon acquisition.

## I. PROJECT BUDGET

Complete the project budget using the provided MS Excel template and upload as a separate document to the Submissions tab in the nomination portal. Do not embed the budget in this document.

### Partnership and/or Contributed Funds

The Forest Service is willing to contribute local vehicle costs and minor staff time for personnel costs not listed under processing fees.

## J. KEY CONTACTS

**Acquiring Agency:** U.S. Forest Service, Intermountain Region, Humboldt-Toiyabe NF

**Authorized Officer:** Jon M. Stansfield, Forest Supervisor

Email: jon.stansfield@usda.gov

Phone Number: 775-355-5309

**Point of Contact:** Frederick Austin-Gilbert@usda.gov

Email: Frederick.Austin-Gilbert

Phone Number: 801-391-2966

**Budget Officer:** Wendy Soper

Email: wendy.soper@usda.gov

Phone Number: 435-868-8344

**Owner's Full Name:** Thomas Creek Canyon Ranch, LLC

## K. RANKING CRITERIA

The Ranking Criteria are used to evaluate the nomination against the goals for the Land Acquisition category. Nominating entities are not to include either the total point value or the point values by criteria in their responses. Nominations will be reviewed and scored by the Land Acquisition subgroup.

### 1. **Contributes toward preservation of a specially designated species:**

- A. Does the acquisition have a significant contribution toward preservation or recovery of one or more specially designated species present on the property? (*Include both plant and animal.*)

Answer: Yes. A successful acquisition of the Thomas Creek parcel would contribute to the preservation of habitat for many wildlife species including those designated as "Sensitive" by the U.S. Forest Service. The abundance of diverse habitat types including aspen, meadow, and dense conifer forest within the Thomas Creek Property provides important foraging, breeding, and cover habitat for species such as California spotted owl, flammulated owl, northern goshawk, white-headed woodpecker, mountain quail, peregrine falcon, and monarch butterfly, all which are listed as Sensitive within the Intermountain Region of the Forest Service (Region 4). Both peregrine falcons and flammulated owls are currently known to nest immediately adjacent to the Thomas Creek Ranch parcel. Habitat for several Forest Service Management Indicator Species also

occurs on the property including habitat for American marten, mule deer, hairy woodpecker, Williamson's sapsucker, yellow warbler, and yellow-rumped warblers. Additionally, several Nevada State Species of Concern would benefit from the acquisition including the rare mountain beaver (*Aplodontia rufa*) which is considered a critically imperiled species in the state of Nevada and is known to occur within the Thomas Creek watershed. Other Nevada Species of Concern that have potential to occur include northern goshawk, peregrine falcon, short-eared owl, and Swainson's hawk which are all listed as species of conservation priority and are target species for conservation as outlined by the Nevada Wildlife Action Plan. The forested and meadow portions of the property also provide habitat for other species of raptors including American kestrel, cooper's hawk, golden eagle, northern harrier, great horned owl, long-eared owl, northern saw-whet owl, pygmy owl, western screech owl, prairie falcon, red-tailed hawk, and sharp-shinned hawk. Raptor species are protected by state and federal laws. The diverse range of habitat types on the property also provide habitat for numerous cavity, shrub, and ground dwelling migratory birds including several species of flycatchers, sparrows, warblers, nuthatches, woodpeckers and swallows. Migratory birds are protected by the Migratory Bird Treaty Act which prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service. Given the loss of habitat along the Sierra front due to development, wildfires, and other disturbances, acquiring the Thomas Creek property would go far in preserving high quality breeding, foraging, and dispersal habitat for the above described special status species as well as many more wildlife species that likely occur in the area (i.e. black bears, coyote, foxes, small mammals etc).

B. Does the acquisition contain habitat which supports one or more special status species?

Answer: Yes. As mentioned above the diverse habitat types in the Thomas Creek property provide habitat for numerous species listed as Sensitive in the Intermountain Region (Region 4) of the Forest Service such as flammulated owl, northern goshawk, white-headed woodpecker, mountain quail, peregrine falcon, and the monarch butterfly. Additionally, habitat potential occurs on the property for the California spotted owl which is currently listed as a Forest Sensitive species and is proposed for federal listing as threatened under the Endangered Species Act. There is a high likelihood the California spotted owl will be listed as a threatened species in the very near future (February 2024). The property also contains habitat for Forest Service Management Indicator Species, Nevada State listed species, migratory birds and numerous raptors which are both protected by Federal laws. Contains meadow habitat suitable for Sierra Valley ivesia, a FS Sensitive plant species that occurs on FS lands in similar habitat within ¼ mile of the private parcel. This species is likely to occur on the parcel proposed for acquisition.

C. Are there one or more species present on the property that are listed as threatened and endangered?

Answer: As mentioned above, the California spotted owl is proposed for federal listing as threatened under the Endangered Species Act. Based on recent information from the U.S. Fish and Wildlife Service, there is a high likelihood the California spotted owl will be listed as a threatened species in the very near future (February 2024). California spotted owls are currently not known to occur on the property; however, they are known to occur and nest in neighboring areas on both National Forest System lands and Nevada State lands and likely use the Thomas Creek property as foraging and/or dispersal habitat.

- D. Does the acquisition contribute to creation, conservation, and/or preservation of biodiversity, wetland/riparian area, or watershed?

Answer: Riparian / meadow systems are important habitats within the front range of the Sierra Nevada that provide for plant biodiversity and associated pollinator forage and nesting habitat.

**2. Preserves a significant natural, aesthetic, or scientific feature:**

- A. Does the property contain one or more natural, aesthetic, or scientific features?

Answer: Property has approximately 720' of Thomas Creek and its associated riparian habitat running through it, as well as other associated wetlands/riparian habitats (e.g. Aspen stands).

- B. Is one or more of the features in A above eligible for special designation? (*Do not address plant or animal species.*)

Answer: No

- C. Does the acquisition make a significant contribution to preserving these values?

Answer: Acquisition allows for the management of water quality and riparian habitats throughout the parcel.

- D. Does a specific management plan(s) exist for these resource values?

Answer: Yes, the Toiyabe LRMP provides standards and guidelines for the management and use of soil, water and riparian resources within its jurisdiction. Within the Carson Front Management Unit, watershed resources are considered a key resource value for protection from wildfire.

**3. Preserves significant historic, paleontological, or cultural values:**

- A. Does the property contain one or more historic, paleontological, or cultural values?

Answer: A review of records at the Nevada State Historic Preservation Office (SHPO) and documents on file at Carson Ranger District Office indicate that no detailed cultural resource research has been conducted on the parcel; however, the prehistory and history of lower Thomas Creek and the Mt. Rose fan reflects that of Western Nevada in general.

Research on adjacent National Forest System land reveals a network of historic sawmills, haul roads, skid trails and flumes associated with Comstock era logging. Prior to the arrival of trappers and emigrants through the 1820s and 1840s, the area was inhabited by the Washoe Indians and their prehistoric ancestors. Significant Native American habitation sites are well documented on lower Thomas Creek.

Complete cultural resource inventory of the entire parcel has a high likelihood of identifying cultural resources. However, since a cultural resource inventory has not been completed, the potential eligibility of cultural resources is unknown at this time. Based on research from nearby locals, there is a high likelihood to encounter archaeological sites eligible for listing on the National Register of Historic Places (NRHP) due to their association with events that have made a significant contribution to the broad patterns of our history, association with persons significant in our past, and have the potential to yield important information regarding the history and prehistory of Truckee Meadows. Decades of prehistoric and historic utilization of the area makes this parcel an outstanding property for future archaeological research. Cultural resources located on the parcel would provide an opportunity for more scholarly research into the history of Truckee Meadows and the western Great Basin in general.

- B. Is one or more sites on the property eligible for a special designation? (*Do not address plant or animal species.*)

Answer: No

- C. Does the acquisition make a significant contribution to preserving these resource values?

Answer: Complete cultural resource inventory of the entire parcel has a high likelihood of identifying cultural resources. However, since a cultural resource inventory has not been completed, the potential eligibility of cultural resources is unknown at this time. Based on research from nearby locals, there is a high likelihood to encounter archaeological sites eligible for listing on the National Register of Historic Places (NRHP) due to their association with events that have made a significant contribution to the broad patterns of our history, association with persons significant in our past, and have the potential to yield important information regarding the history and prehistory of Truckee Meadows. Decades of prehistoric and historic utilization of the area makes this parcel an outstanding property for future archaeological research. Cultural resources located on the parcel would provide an opportunity for more scholarly research into the history of Truckee Meadows and the western Great Basin in general.

- D. Does a specific management plan(s) exist for these resource values?

Answer: No, but cultural resources identified on this parcel would be managed in accordance with law, regulation and policy. Additionally, the Forest Service is committed to protecting cultural resources under its management and making them accessible for the public to appreciate and enjoy. The purpose of the Forest Service Heritage Program is to protect significant heritage resources, to share their values with the American people, and

to contribute relevant information and perspectives to natural resource management. In so doing we will:

- ensure that future generations will have an opportunity to discover the human story etched on the landscapes of our national forests and grasslands;
- make the past come alive as a vibrant part of our recreational experiences and community life;
- and connect people to the land in a way that will help us better understand and manage forest ecosystems.

**4. Enhances recreational opportunities or improves access to Federal or other public lands:**

A. Does acquisition of the property provide recreational opportunities on the land?

Answer: The acquisition will provide improved public access to existing National Forest System lands to the north and south and further west, along Thomas Creek Road, than the existing allowance, due to the private property boundary. Additionally, with the existing Thomas Creek trail being in the vicinity, this could provide the opportunity in the future to install a new connector trail on the potential acquisition.

B. Does the acquisition provide improved access to Federal or other public lands?

Answer: Yes. Approximately 0.50-mile of landline between National Forest System lands and private land would be eliminated. The proposed acquisition is surrounded on three sides by USFS lands.

C. Does the acquisition address a public demand for recreational opportunity or a public demand for access to Federal or other public lands?

Answer: Yes. The existing Thomas Creek and Whites Creek Trailheads, located in south Reno, are extremely close to the acquisition, and are some of the most visited trails on the district. Both trails also connect into a series of existing trails in the area. In addition, the Forest Service owned Visitors Center, which is approximately 1-mile from Thomas and Whites Creek trailheads has approximately 265,000 visitors yearly and a large portion of visitors use the system trails. The public wants more recreation locations, and the acquisition of the inholding would provide additional opportunities for trails, camping, and links to existing public lands.

While the district has many trails in backcountry and wilderness settings, there are very limited opportunities along the urban interface, where there is increased demand for trail opportunities. Acquiring this property would allow for a longer trail system that could continue to the north of the existing system allowing for improved opportunity. This will help meet the demand of a growing population and reduce impacts from user created routes and unmanaged recreation. This need is identified in the Toiyabe National Forest Land and Resource Management Plan. Adjacent trails planning ties into Washoe County

efforts for regional approach, including within the South Reno corridor near the proposed acquisition.

D. Does a specific management plan(s) exist for these resource values?

Answer: The Toiyabe National Forest Land and Resource Management Plan (Forest Plan 1986) directs managers to provide for a wide variety of opportunities within the Recreation Opportunity Spectrum (ROS). (IV-13).

**5. Provides for better management of Federal lands or better management of resource values:**

A. Does the acquisition provide for better management of Federal lands or better management of resource values?

Answer: Acquisition would provide for management opportunities that may benefit the interconnected riparian / meadow systems spanning this private parcel and adjacent FS lands. Further, acquisition of the Thomas Creek Ranch property gains access to additional sections of Thomas Creek and a meadow system upstream of known musk thistle infestations. We could better manage the invasive species downstream on NFS land by accessing any potential infestations upstream within the proposed parcel.

B. Is the property an in holding in a specially designated area or does the property otherwise consolidate federal ownership?

Answer: The property is surrounded on three sides by Forest Service lands but is not a true inholding (completely surrounded by Forest) as there is private parcels to the west. However, acquisition would secure access, improve landlines, and improve management efficiency, thereby further consolidating federal ownership. There are two additional parcels within Section 30 to the west of the Property. These remaining parcels would then continue to exist as wholly within the Forest. The Forest Service hopes to maybe acquire these parcels in the future if owners are interested in selling. But no contact has been made with the owners of the other properties at this time.

**6. Estimated post-acquisition management costs: (Pick One Only)**

A. There are no added management costs.

Answer: There are no added management costs.

B. There are added management costs but costs are offset by contributions from other entities or future cost savings due to consolidation of Federal lands.

Answer: None

**7. Has the support of the State, local governments, other agencies, and/or other interested parties.**

- A. Is the acquisition supported by the County/local government in which the property is located?

Answer: Consultation with County/local government will be conducted once/if funding is approved. This process will involve submitting a copy of the complete nomination package to the local government jurisdiction with a cover letter requesting the local government's review and comments, if any, by the date the final comment period closes, and offering to meet with the appropriate local government official(s) regarding the nomination if desired.

- B. Is the acquisition supported by environmental, recreational, and/or scientific groups?

Answer: None

- C. Is the acquisition supported by Fish & Wildlife Service Ecological Services, State Historic Preservation Office, or other federal, state or tribal governmental entities?

Answer: Fish & Wildlife Service Ecological Services, State Historic Preservation Office, or other federal, state or tribal governmental entities have not yet been consulted for this acquisition but would likely support the acquisition as it preserves crucial habitat as well as potential cultural resources.

- D. Does the acquisition further the goals and objectives of the County/local government land use plan or goals/objectives contained in some other official County/local government document?

Answer: The type of use proposed for this Property, recreation and conservation, is the type of use described in the zoning regulations for Washoe County, NV and where the Property is located such as Conservation of Natural Resources and Open Space.

**8. Other Considerations:**

- A. Would the acquisition prevent planned development or other incompatible uses?

Answer: Acquisition of the property will prevent future residential development of the Property.

- B. Have funds been committed from another source to defray some of the costs of acquiring the property?

Answer: The Forest Service will contribute local vehicle/fuel costs as well as minor additional workload by staff not listed in the processing costs within the budget.

**9. Is proposed Federal acquisition in Clark County, Nevada?**



Yes  No

## L. ORDERS AND PRIORTIES

Respond to the Executive Orders, Secretarial Orders, Department of the Interior Priorities, and USDA Forest Service Priorities as they apply to the purpose of the nomination.

### A. Executive Orders (EO):

- ***EO No. 13855: Promoting Active Management of America's Forests, Range Lands to Improve Conditions and Reduce Wildfire Risk.***

Answer: The acquisition will help to consolidate federal ownership and enhance fuels management to reduce risk of wildfires.

- ***EO No. 14005: Ensuring the Future is Made in All of America by All of America's Workers***

Answer: N/A

### B. Secretarial Orders (SO):

- ***SO No. 3347: Conservation Stewardship and Outdoor Recreation.***

Answer: Preserving the property and protecting it from future development will improve conservation stewardship. Acquisition of this land will benefit the public by creating new recreational opportunities and links to existing public lands. The acquisition will also provide enhanced public access to Thomas Creek and existing National Forest System land.

- ***SO No. 3356: Hunting, Fishing, Recreational Shooting, and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories.***

Answer: Acquisition of the Property is within an existing hunting unit, has a perennial stream flowing through it with creek fishing opportunity, and the property would also provide for wildlife conservation.

- ***SO No. 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors.***

Answer: By acquiring the Property we are protecting important transition habitat between crucial winter range and summer/fawning habitat.

- ***SO No. 3366: Increasing Recreational Opportunities on Lands and Waters Managed by the U.S. Department of the Interior***

Answer: N/A

- ***SO No. 3370: Conservation Stewardship and Increasing Public Access to Urban National Wildlife Refuges.***

Answer: N/A

- ***SO No. 3372: Reducing Wildfire Risks on Department of the Interior Land Through Active Management.***

Answer: N/A

- ***SO No. 3373: Evaluating Public Access in Bureau of Land Management Public Land Disposal and Exchanges (focus is on Sec. 4.b.(3) Potential increased public recreational access to existing public lands resulting from the proposed land acquired through an exchange (acquisition)).***

Answer: N/A

- ***SO No. 3374: Implementation of the John D. Dingell, Jr. Conservation, Management and Recreation Act.***

Answer: N/A

- ***SO No. 3376: Increasing Recreational Opportunities through the use of Electric Bikes.***

Answer: N/A

C. Department of the Interior Priorities:

1. ***Identifying steps to accelerate responsible development of renewable energy on public lands and waters.*** We are investing in climate research and environmental innovation to incentivize the rapid deployment of clean energy solutions, while reviewing existing programs to restore balance on America's public lands and waters to benefit current and future generations.

Answer: N/A

2. ***Strengthening the government-to-government relationship with sovereign Tribal nations.*** We understand that tribal sovereignty and self-governance, as well as honoring the federal trust responsibility to Tribal Nations, must be the cornerstones of federal Indian policy.

Answer: Consultation will be conducted with the Washoe Tribe once/if funding is approved for the purchase.

- 3. *Making investments to support the Administration’s goal of creating millions of family-supporting and union jobs. This includes establishing a new Climate Conservation Corps Initiative to put a new generation of Americans to work conserving and restoring public lands and waters, increasing reforestation, increasing carbon sequestration in the agricultural sector, protecting biodiversity, improving access to recreation, and addressing the changing climate.***

Answer: N/A

- 4. *Working to conserve at least 30% each of our lands and waters by the year 2030. We will work to protect biodiversity, slow extinction rates, and help leverage natural climate solutions by conserving 30% of America’s lands and waters by 2030. This relies on support for local, state, private, and tribally led conservation and restoration efforts that are underway across America.***

Answer: “Acquiring the property would help meet this goal as it would bring approximately 19.08-acres into the Forest, which would be a great opportunity to preserve and protect public lands.

- 5. *Centering equity and environmental justice. The impacts of the multiple crises in the United States are not evenly distributed in our society. Communities of color, low-income families, and rural and indigenous communities have long suffered disproportionate and cumulative harm from air pollution, water pollution, and toxic sites. At every step of the way, Interior will engage diverse stakeholders across the country, as well as conduct formal consultation with Tribes in recognition of the U.S. government’s trust responsibilities.***

Answer: N/A

**D. USDA Forest Service Priorities:**

- 1. *Controlling the COVID-19 pandemic***

Answer: N/A

- 2. *Providing economic relief***

Answer: N/A

- 3. *Tackling climate change***

Answer: Greenhouse gases released by human activity have triggered climate change. Fortunately, forests and undeveloped lands can absorb greenhouse gases. According to

the Open Space Institute, approximately fifteen percent of the U.S.'s carbon dioxide emission is absorbed by undeveloped lands. Land conservation offers immense value to the climate. Conserving the land enables the greenhouse gases to be absorbed while simultaneously prevents significant greenhouse gas emissions that would result from land development. Therefore, acquiring the parcel for the purpose of conservation will meet this Forest Service priority.

**4. *Advancing racial equity***

Answer: N/A

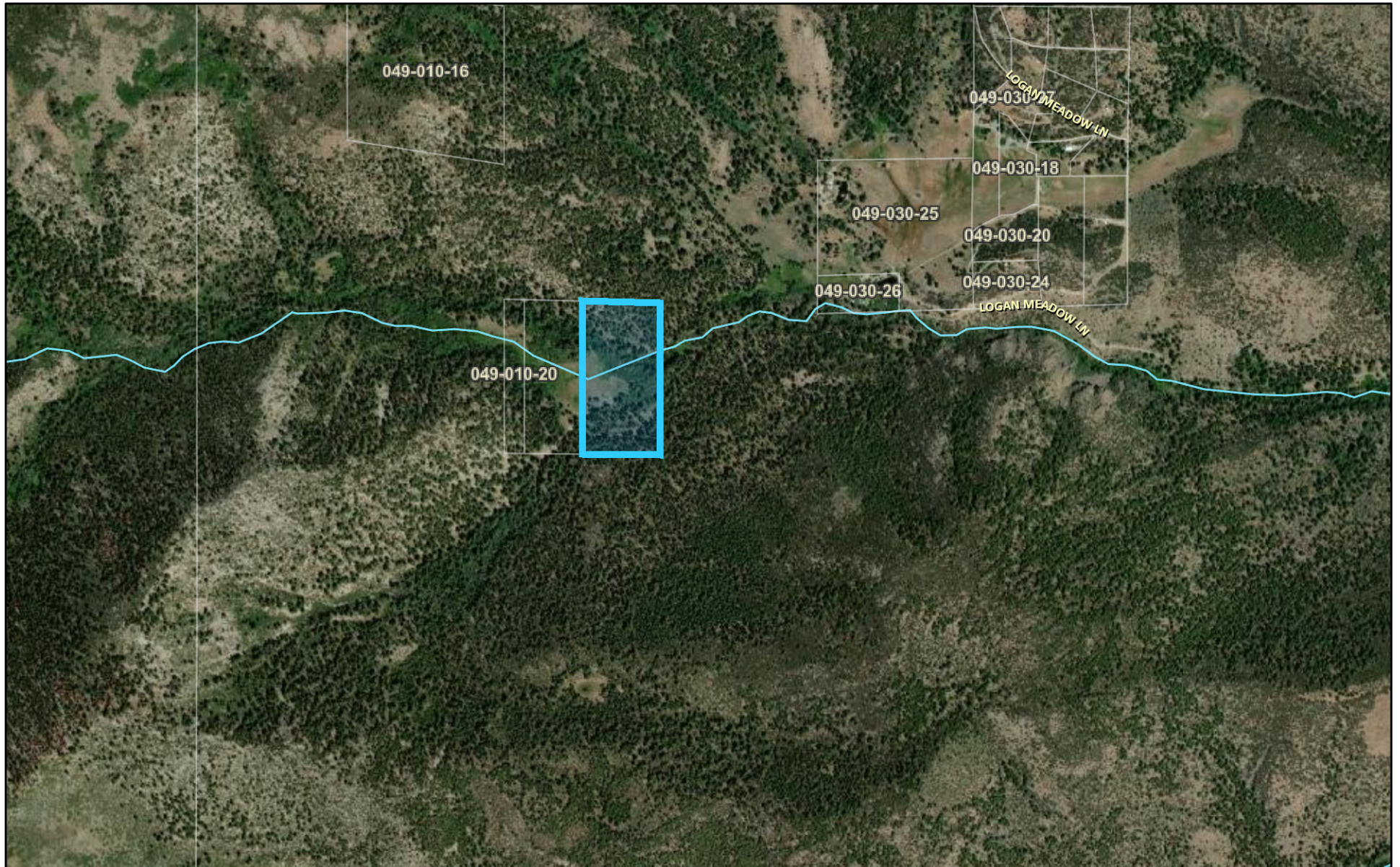
**5. *Improving our workforce and work environment***

Answer: N/A

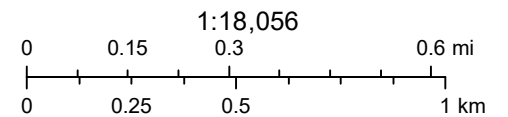
Instructions: Put project cost estimates in budget lines 1-12. Use Tabs 13-17 for other agency cost estimates. The values from those tabs will roll-up to this summary worksheet. The Other Contribution can be entered in as a whole amount, it does not need to be broken out by unit cost.

<b>PROJECT BUDGET - LAND ACQUISITIONS</b>			
<b>Project Name:</b>	Thomas Creek Canyon Ranch	<b>Date:</b> 01/30/2024	
<b>Project Manager:</b>	Frederick Austin-Gilbert	<b>Agency:</b> USFS	
<b>Cost Categories</b>		<b>SNPLMA</b>	<b>Other Contribution</b>
1. Owner Asking Price/Land Purchase Price (not to exceed fair market value as determined by a federally approved appraisal)		\$ 250,000.00	\$ -
2. Appraisal		\$ 25,000.00	\$ -
3. Land/Boundary Survey		\$ 5,450.00	\$ -
4. Environmental Documentation/NEPA (e.g. EA, DNA, CX)		\$ -	\$ -
5. Environmental Site Assessment		\$ 7,500.00	\$ -
6. FWS Consultation - Endangered Species Act		\$ -	\$ -
7. Water and/or Mineral Rights Analysis (for title purposes)		\$ 600.00	\$ -
8. Water Report (perform an assessment of the water right, determine quantity of water to be transferred prior to the appraisal process, and work with current owner to obtain a Change of Beneficial use from the State Engineer, as needed)		\$ -	\$ -
9. Mineral Potential Report/Memo (costs for drilling and testing are not allowed. Such data gathering if needed for a mineral appraisal is the responsibility of the owner)		\$ -	\$ -
10. Title Report, Escrow Fees, Misc. Closing Costs		\$ 6,000.00	\$ -
11. Recording Fees		\$ 100.00	\$ -
12. Relocation Payments to Eligible Displaced Persons under the Uniform Act		\$ -	\$ -
13. Processing Costs (Agency or contract)		\$ 35,335	\$ -
14. Travel		\$ 5,610.00	\$ -
15. Official Vehicle Use		\$ -	\$ -
16. Other Necessary Expenses		\$ -	\$ -
<b>TOTAL PROJECT BUDGET</b>		<b>\$ 335,595</b>	<b>\$ -</b>
<b>Notes:</b>			

# Thomas Creek Parcel Map County Accessor Map



April 25, 2023



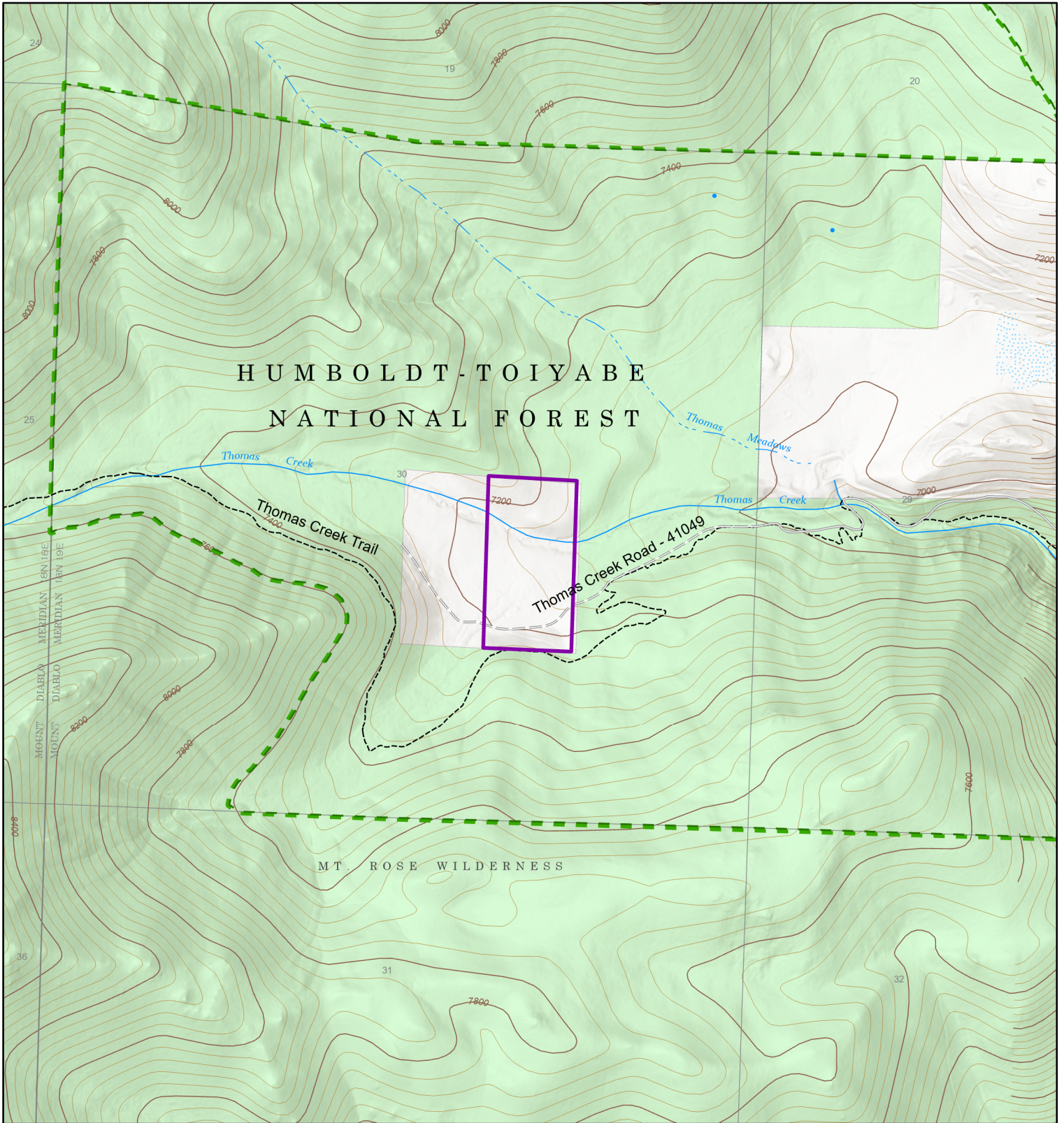
Washoe County GIS  
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

This information for illustrative purposes only. Not be used for boundary resolution or location and not intended to be used for measurement, calculation, or delineation.







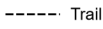


# Thomas Creek Ranch Acquisition

## Humboldt-Toiyabe National Forest - Carson Ranger District

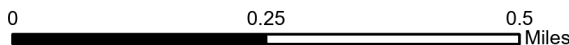


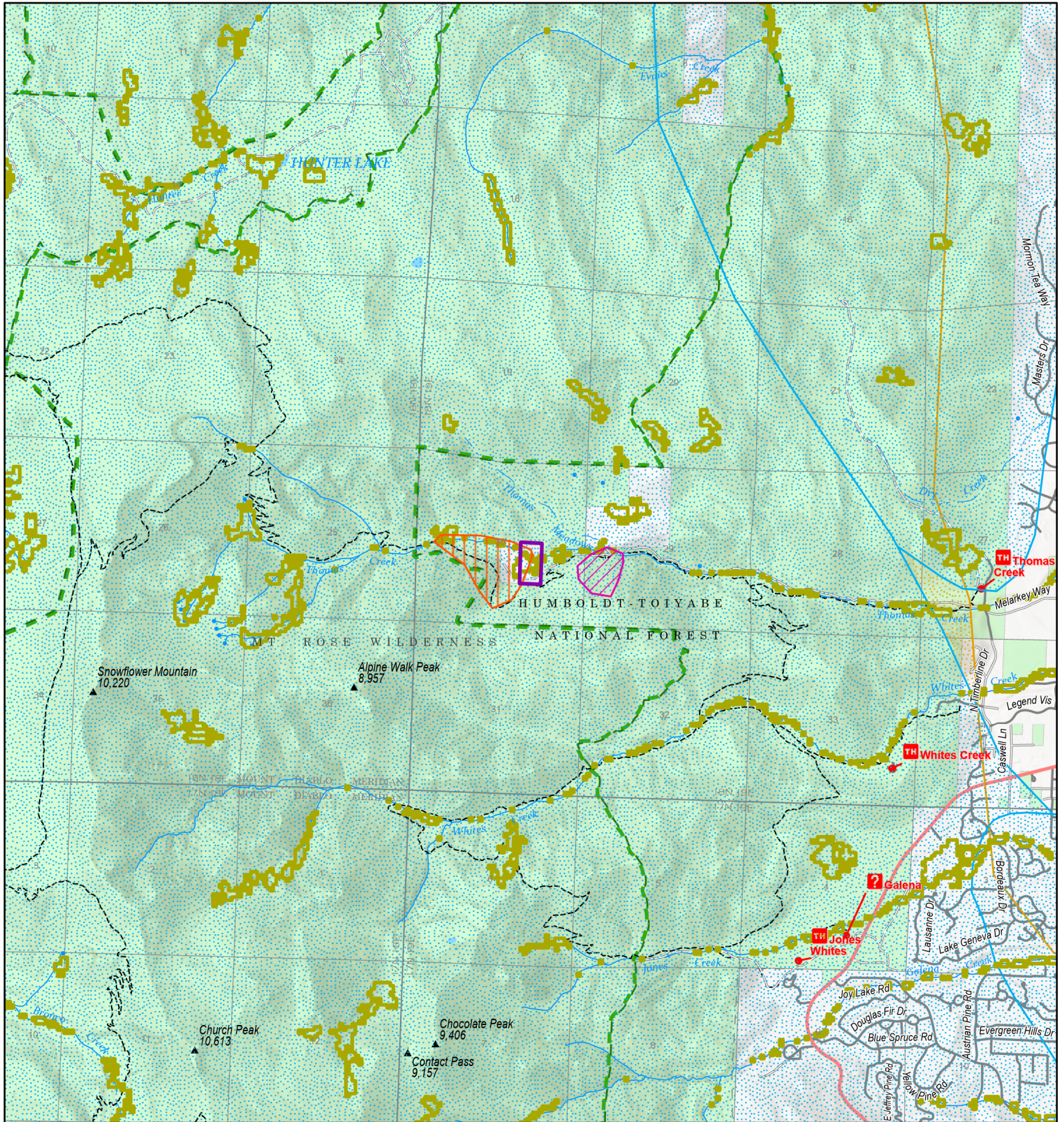
### Legend

-  Thomas Creek Ranch Parcel
-  Forest Service Land
-  Non-FS
-  FS Wilderness Boundary
-  Dirt (Not Paved)
-  Road, Not Maintained for Passenger Car
-  Trail



NAD 1983  
UTM Zone  
11N



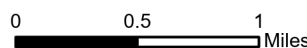


**Legend**

- |   |                        |  |
|---|------------------------|--|
| Thomas Creek Ranch Parcel               | Forest Service Land    | Road, Not Maintained for Passenger Car |
| Yellow Warbler Habitat                  | Non-FS                 | Secondary Paved                        |
| Occupied Mule Deer Distribution         | FS Wilderness Boundary | Secondary Dirt                         |
| Occupied Mountain Quail Distribution    | Secondary Highway      | Trail                                  |
| Peregrine Falcon Habitat                | Paved Road             | Dirt (Not Paved)                       |
| Flammulated Owl/Mountain Beaver Habitat |                        |  |



NAD 1983  
UTM Zone  
11N





**SNPLMA ROUND 20 NOMINATION**  
**Environmentally Sensitive Land Acquisitions**

**Performance Measures**

<b>SNPLMA STRATEGIC PLAN GOAL 1: Sustain the Quality of the Outdoor Environment by Conserving, Preserving, and Restoring Natural and Cultural Resources</b>		
<b>Performance Measures for Habitat Enhancement</b>	<b>Definition of Performance Measure</b>	<b>Quantity</b>
H1 - Acres of Land Identified for Withdrawal From Multiple Use	Report the number of acres of land identified for withdrawal or withdrawn from multiple use management (e.g., as the result of a cultural or biological survey, etc.). Report the number of acres of specially designated areas such as a wilderness area, national recreation or conservation area that are automatically withdrawn from multiple use or where use is limited as a consequence of acquisition using SNPLMA funds. Land acquired in an ACEC is not automatically withdrawn from multiple use and should be reported under L1 only. Report to the nearest whole acre.	0
<b>Performance Measures for Environmentally Sensitive Land Acquisitions</b>	<b>Definition of Performance Measures</b>	<b>Quantity</b>
L1 - Environmentally Sensitive Land Acquired	Report acres acquired in fee. Report PTNA land acquisitions under performance measure R5 or R6. Report to the nearest whole acre.	19.08
L2 – Water Rights Acquired	Report the acre feet per annum (AFA) of water rights acquired in conjunction with a fee acquisition or conservation easement acquisition. Water rights that are measured in cubic feet per second (CFS) or number of stock that can be watered should be converted to an AFA equivalent.	N/A
L3 – Access Easements Acquired	Report the acres of access easement acquired in conjunction with a fee or conservation easement acquisition. Do not report acres of easements or rights of way that encumbered the property when acquired. Report to the nearest whole acre.	N/A
L4 – Conservation Easements Acquired	Report acres of conservation easement acquired. Report to the nearest whole acre.	N/A
L5 – Perennial or Intermittent Streams/Rivers Acquired	Report linear feet of riparian perennial or intermittent streams or rivers acquired within, or creating a boundary of, the property. Report to the nearest whole linear foot.	720'
L6 – Natural Springs Acquired	Report the number of naturally occurring springs acquired on the property.	N/A









TO: Frederick Austin-Gilbert  
U.S. Forest Service  
Intermountain Region 4  
324 25th Street  
Ogden, UT 84401

Dear Mr. Austin-Gilbert,

We, the THOMAS CREEK CANYON RANCH INC., am the legal owner of the approximately 19.018 acres of real property known as APN Number 049-010-22 located at: 0 MOUNT ROSE HWY., WASHOE COUNTY, NV, 89511. I understand that the property is being nominated for acquisition by a Federal agency under Round 19 of the Southern Nevada Public Land Management Act (SNPLMA).

**I have read and signed the document entitled "Federal Acquisition Process" to confirm that I understand the basic process that the Federal government will follow if the above property is selected for acquisition under the SNPLMA. I am willing to consider sale of the above property to the Federal government according to the process described in that document if acceptable terms and conditions can be mutually agreed upon.**

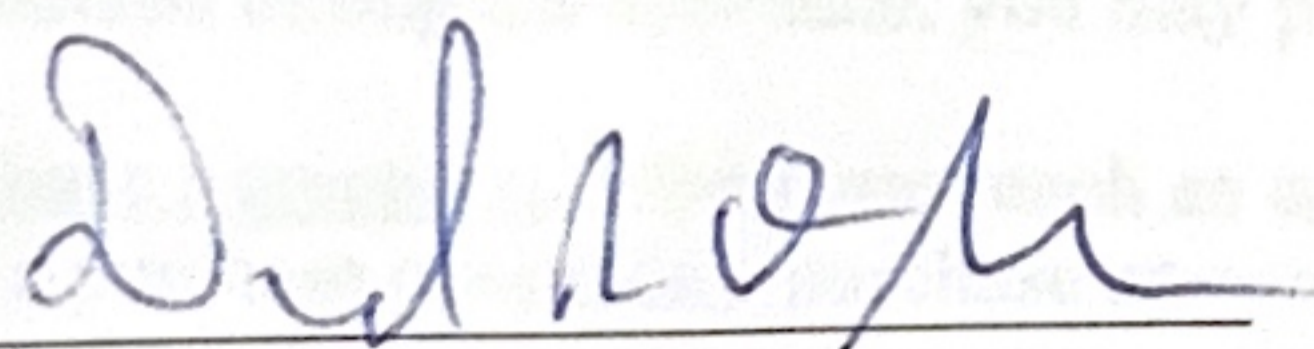
I understand that the purchase price would be the value determined by a federal agency-approved professional appraisal performed according to the industry-wide standards (Uniform Appraisal Standards for Professional Appraisal Practices, USPAP) and Federal appraisal standards (Uniform Appraisal Standards for Federal Land Acquisitions, UASFLA). I also understand that I have the right to accept or reject the value established by that appraisal and that there is no negotiation of the appraised value.

This "willing seller" statement, submittal of the nomination, and approval for funding by the Secretary of the Interior, if provided, do not individually or together constitute an agreement for the purchase of the property by the Federal agency. An agreement for sale and purchase of the property shall be entered into only after I have accepted the value and mutual agreement is reached between the parties to other terms and conditions for sale of the property to the Federal agency.

My signature below indicates a willingness to consider sale of the subject property, but in no way creates an obligation to sell. I understand that I have the right to remove the property from consideration for purchase by the Federal government at any time and agree to notify the appropriate Federal agency in a timely manner if I decide to do so.

THOMAS CREEK CANYON RANCH INC.

*[For Corporation also include a copy of signatory authority for officers of the corporation often included in the Bylaw and sufficient portions of the Articles of Incorporation or Bylaws to determine the powers of the corporation to hold and convey real estate and the validate of such conveyances.]*

  
Signature

11/9/24  
Date

**FEDERAL ACQUISITION PROCESS**

**(Include this page in the nomination package, signed by the landowner(s))**

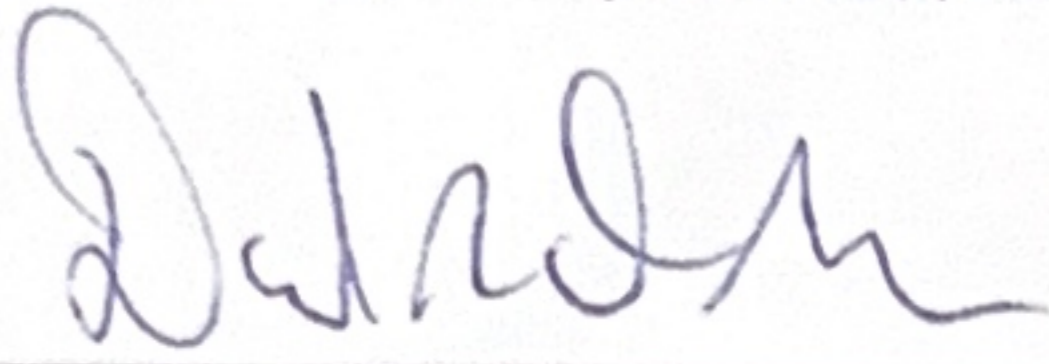
Following is a brief outline of the Federal real property acquisition process. This process is consistent with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). The Uniform Act provides for fair and equitable treatment of persons whose property will be acquired or who will be displaced because of programs or projects financed with Federal funds. If a land nomination is forwarded to and approved by the Secretary of the Interior for acquisition under the Southern Nevada Public Lands Management Act, the acquisition would follow these steps:

1. Evaluation of Real Property. The Acquiring Agency will perform various studies of your property such as an initial and final site inspection and an environmental assessment to identify potential for hazardous materials or substances. The Agency will also review your ownership documents and obtain a preliminary title opinion from a Federal attorney/solicitor after review of a title report and title commitment from a qualified title company. Resolution of unacceptable encumbrances that are identified and cleanup of hazardous materials or other trash and debris on the property will be the responsibility of the owner at the owner's expense and must be completed prior to acquisition of the property by the United States. These and other possible steps that the Agency must take during this process (e.g., boundary survey, correction of errors in the legal description, possible relocation issues, etc.) may affect your compensation and the completion date of the acquisition. The Agency will stay in contact with you throughout the process and will be available to answer any questions that you may have.
2. Appraisal. The agency will obtain and review an appraisal which must meet Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA). The Agency will generally contact you to invite you to attend a pre-appraisal work conference with the appraiser to review the scope of work for the appraisal. The appraiser will make an appointment to inspect your property. You or any representative that you desire will be invited to accompany the appraiser when the property is inspected. The pre-work conference and inspection provide you an opportunity to point out any unusual or hidden features of the property that the appraiser could overlook.
3. Appraisal Review and Approval. Once the appraisal has been completed, a federal review appraiser will review the report to ensure that all applicable appraisal standards and requirements were met. The review and appraisal are provided to the Agency for approval. The approved appraisal will then be used to determine the amount to be offered for your property. This amount will never be less than the market value established through the appraisal process.
4. Offer. The Agency will deliver a written offer for the sale/purchase of the real property. The Agency's offer will generally consist of a written summary statement that includes the amount of compensation (i.e., purchase price), the description of the property and any buildings or improvements that are considered to be part of the real property, and the property rights to be acquired. The Agency will give you a reasonable amount of time to consider the written offer and to ask questions or to request clarification of anything that is not understood. If you believe that all relevant material was not considered during the appraisal, you may present such information at this time.
5. Purchase Agreement. When you reach an agreement with the Agency on the offer, you will be asked to sign a purchase option or a purchase agreement prepared by the Agency. Your signature will affirm that you and the Agency are in agreement concerning the acquisition of the property, including the terms and conditions of the acquisition. If, within a reasonable time, you and the Agency are unable to reach an agreement on the acquisition of the real property, the Agency's offer will be withdrawn and your property will be removed from the acquisition list.
6. Payment. The final step in the acquisition process is closing escrow and payment for your property. Upon completion of a final inspection of your property and confirmation that an approved policy of title insurance will be issued, the Agency will deposit the appropriate amount of compensation into a previously established escrow account. At this time, you will execute a General Warranty Deed prepared by the Agency and receive payment for your property when escrow closes.

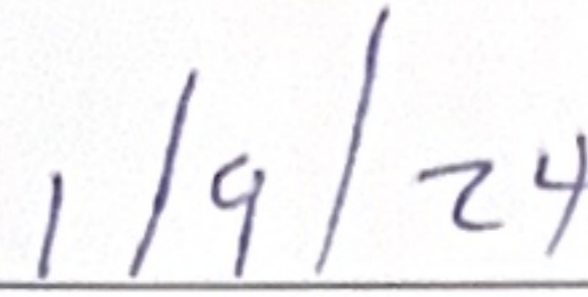
By Signature below I confirm that I have read and understand the basics of the Federal land acquisition

process.

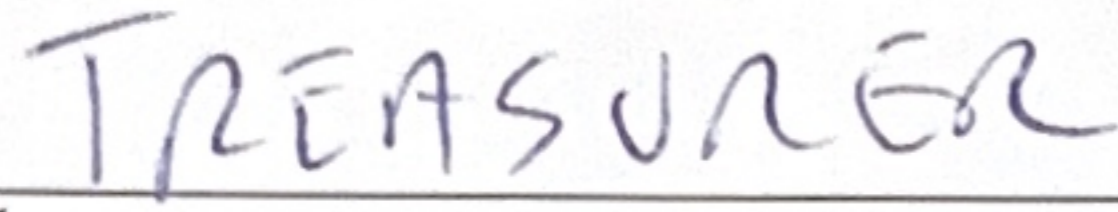
Daniel Olsen, *Title of Owner(s), and Date*



Signature



Date



Title



THOMAS CREEK CANYON RANCH, INC.

August 27, 2006

Dear Shareholder:

At a duly noticed Shareholder meeting held March 07, 2006, the Shareholders elected the following four (4) Directors:

Kay Dee Ross-Isernhagen  
Kris Annette Coppa  
John B. Rhodes  
Roy Pike

The Shareholders' meeting then adjourned and a meeting of the above Board of Directors convened. The Directors unanimously elected the following officers:

President – Kay Dee Ross-Isernhagen  
Secretary – Kris Annette Coppa  
Treasurer – John B. Rhodes

The Directors unanimously elected to **AMEND THE ARTICLES OF INCORPORATION AND BYLAWS**, as appropriate to provide:

*Approved*  
*100%*

- 1) Stock Certificates shall be issued to new Shareholders, as appropriate, according to proof of ownership;
- 2) Assessments for calendar year 2006 will be \$10.00 per share for past, current, and ongoing operating expenses. In 2007 and following years the assessment is anticipated to be \$4.00 per share;
- 3) The number of Directors shall be four (4);
- 4) The use of the corporate seal shall not be required;
- 5) Transfer of shares to family members shall be allowed during the transferring Shareholder's lifetime;
- 6) The corporation shall make a Subchapter S Election by March 2007 to allow it to be taxed as a partnership, and to avoid a corporate income tax if the corporation's property is sold after a ten (10) year waiting period;

A copy is enclosed for your records. If you have any questions or concerns, you may telephone me at 775-849-2443. Thank you for your assistance and cooperation.

Sincerely,

*Kay Dee Ross-Isernhagen*

Kay Dee Ross-Isernhagen, President  
Thomas Creek Canyon Ranch, Inc.

**THOMAS CREEK CANYON RANCH INC.**

**UNANIMOUS WRITTEN CONSENT RESOLUTION**

The undersigned, being all of the Board of Directors (“Directors”) of Thomas Creek Canyon Ranch Inc., a Nevada corporation (“Company”), hereby resolve to take the following action in accordance with Nevada law (“Resolution”):

WHEREAS, the Directors believe it is in the best interest of Company to authorize the negotiation of the sale of the real property of the Company to the USFS.

WHEREAS, the real property of the Company is described in Exhibit “A” hereto.

WHEREAS, in order to embark on the negotiations with the USFS, the USFS has requested a letter of interest be executed, and the Directors believe it is in the best interest of the Company to execute the letter of interest in the form attached hereto as Exhibit “B” hereto.

WHEREAS, the Company is very interested in selling the real property of the Company to the USFS, and provided that the price and other terms and conditions of the purchase agreement proposed by the USFS are acceptable to the Company in the Company’s sole and absolute discretion, the Company intends to sell the real property of the Company to the USFS.

WHEREAS, attached as Exhibit “C” is a list a complete list of current directors, officers and shareholders of the Company, which list was requested by the USFS and is being provided by way of this Resolution.

NOW, WHEREFORE, the Directors unanimously resolve as follows:

RESOLVED, any one of the officers of the Company is directed to sign the letter of interest in the form attached hereto as Exhibit “B”.

RESOLVED FURTHER, provided that the terms and conditions of the purchase agreement proposed by the USFS, including price, are acceptable to the Company in the Company’s sole and absolute discretion, it is in the best interest of the Company to sell the real property of the Company to the USFS.


RESOLVED FURTHER, that while Nevada law does not require that the shareholders of the Company approve a sale of the real property of the Company to the USFS, the Company intends to follow the direction of a majority of the Directors and a majority of the Shareholders in considering the terms and conditions of the purchase agreement proposed by the USFS, including price.

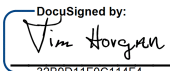
RESOLVED FURTHER that the Officers of the Company as listed on the website of the Nevada Secretary of State, acting together, shall have all necessary power and authority to approve, execute, and ratify any and all documents reasonably necessary to carry out the resolutions herein. If a resolution approves the action and allows any Officer of the Company to sign contract documents for a particular purpose, a signature by any of the Officers listed on the

website of the Nevada Secretary of State shall be sufficient.

The foregoing resolutions are approved, adopted, and ratified by the undersigned, effective January 31, 2024.

DocuSigned by:  
  
266890D7404947B...  
By: Andrew Morghen  
Its Director

DocuSigned by:  
  
9D4785B4C165405...  
By: Daniel Olsen  
Its Director

DocuSigned by:  
  
32B9D11E0C114E4...  
By: Tim Horgan  
Its Director

DocuSigned by:  
August Isernhagen  
39C9A07171384C4...  
By: August Isernhagen  
Its Director

**EXHIBIT "A" – REAL PROPERTY**

**File No.:** 2191103

All that real property situate in the County of Washoe, State of Nevada, described as f

Situated in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 30, Township 18 North, Ra  
Washoe County, Nevada described as follows:

Start at the East  $\frac{1}{4}$  section corner of Section 30, Township 18 North, Range 19 North,  
West 1311.03 feet, more or less, along the  $\frac{1}{4}$  section line to an iron pipe, the true poin  
being the Northeast corner of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 30;  
section line North  $87^{\circ}11'30''$  West 655.51 feet, more or less, to an iron pipe; thence Sc  
more or less, to an iron pipe in the South line of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  o  
 $88^{\circ}50'25''$  East 657.75 feet, more or less, along the said South line of the said Northw  
pipe, further described as being the Southeast corner of the Northwest  $\frac{1}{4}$  of the South  
North  $0^{\circ}03'25''$  East 1252.99 feet, more or less, along the East line of the said Northw  
point of beginning

**EXHIBIT "B" – LETTER OF INTEREST**

TO: *Frederick Austin-Gilbert*  
*U.S. Forest Service*  
*Intermountain Region 4*  
*324 25th Street*  
*Ogden, UT 84401*

*Dear Mr. Austin-Gilbert,*

We, the THOMAS CREEK CANYON RANCH INC., am the legal owner of the approximately 19.018 acres of real property known as APN Number 049-010-22 located at: 0 MOUNT ROSE HWY., WASHOE COUNTY, NV, 89511. I understand that the property is being nominated for acquisition by a Federal agency under Round 19 of the Southern Nevada Public Land Management Act (SNPLMA).

**I have read and signed the document entitled "Federal Acquisition Process" to confirm that I understand the basic process that the Federal government will follow if the above property is selected for acquisition under the SNPLMA. I am willing to consider sale of the above property to the Federal government according to the process described in that document if acceptable terms and conditions can be mutually agreed upon.**

I understand that the purchase price would be the value determined by a federal agency-approved professional appraisal performed according to the industry-wide standards (Uniform Appraisal Standards for Professional Appraisal Practices, USPAP) and Federal appraisal standards (Uniform Appraisal Standards for Federal Land Acquisitions, UASFLA). I also understand that I have the right to accept or reject the value established by that appraisal and that there is no negotiation of the appraised value.

This "willing seller" statement, submittal of the nomination, and approval for funding by the Secretary of the Interior, if provided, do not individually or together constitute an agreement for the purchase of the property by the Federal agency. An agreement for sale and purchase of the property shall be entered into only after I have accepted the value and mutual agreement is reached between the parties to other terms and conditions for sale of the property to the Federal agency.

My signature below indicates a willingness to consider sale of the subject property, but in no way creates an obligation to sell. I understand that I have the right to remove the property from consideration for purchase by the Federal government at any time and agree to notify the appropriate Federal agency in a timely manner if I decide to do so.

THOMAS CREEK CANYON RANCH INC.

*[For Corporation also include a copy of signatory authority for officers of the corporation often included in the Bylaw and sufficient portions of the Articles of Incorporation or Bylaws to determine the powers of the corporation to hold and convey real estate and the validate of such conveyances.]*

*David Rose*  
Signature

11/9/24  
Date

**FEDERAL ACQUISITION PROCESS**  
**(Include this page in the nomination package, signed by the landowner(s))**

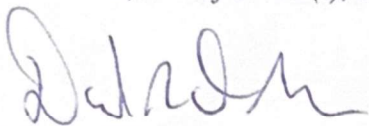
Following is a brief outline of the Federal real property acquisition process. This process is consistent with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). The Uniform Act provides for fair and equitable treatment of persons whose property will be acquired or who will be displaced because of programs or projects financed with Federal funds. If a land nomination is forwarded to and approved by the Secretary of the Interior for acquisition under the Southern Nevada Public Lands Management Act, the acquisition would follow these steps:

1. Evaluation of Real Property. The Acquiring Agency will perform various studies of your property such as an initial and final site inspection and an environmental assessment to identify potential for hazardous materials or substances. The Agency will also review your ownership documents and obtain a preliminary title opinion from a Federal attorney/solicitor after review of a title report and title commitment from a qualified title company. Resolution of unacceptable encumbrances that are identified and cleanup of hazardous materials or other trash and debris on the property will be the responsibility of the owner at the owner's expense and must be completed prior to acquisition of the property by the United States. These and other possible steps that the Agency must take during this process (e.g., boundary survey, correction of errors in the legal description, possible relocation issues, etc.) may affect your compensation and the completion date of the acquisition. The Agency will stay in contact with you throughout the process and will be available to answer any questions that you may have.
2. Appraisal. The agency will obtain and review an appraisal which must meet Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA). The Agency will generally contact you to invite you to attend a pre-appraisal work conference with the appraiser to review the scope of work for the appraisal. The appraiser will make an appointment to inspect your property. You or any representative that you desire will be invited to accompany the appraiser when the property is inspected. The pre-work conference and inspection provide you an opportunity to point out any unusual or hidden features of the property that the appraiser could overlook.
3. Appraisal Review and Approval. Once the appraisal has been completed, a federal review appraiser will review the report to ensure that all applicable appraisal standards and requirements were met. The review and appraisal are provided to the Agency for approval. The approved appraisal will then be used to determine the amount to be offered for your property. This amount will never be less than the market value established through the appraisal process.
4. Offer. The Agency will deliver a written offer for the sale/purchase of the real property. The Agency's offer will generally consist of a written summary statement that includes the amount of compensation (i.e., purchase price), the description of the property and any buildings or improvements that are considered to be part of the real property, and the property rights to be acquired. The Agency will give you a reasonable amount of time to consider the written offer and to ask questions or to request clarification of anything that is not understood. If you believe that all relevant material was not considered during the appraisal, you may present such information at this time.
5. Purchase Agreement. When you reach an agreement with the Agency on the offer, you will be asked to sign a purchase option or a purchase agreement prepared by the Agency. Your signature will affirm that you and the Agency are in agreement concerning the acquisition of the property, including the terms and conditions of the acquisition. If, within a reasonable time, you and the Agency are unable to reach an agreement on the acquisition of the real property, the Agency's offer will be withdrawn and your property will be removed from the acquisition list.
6. Payment. The final step in the acquisition process is closing escrow and payment for your property. Upon completion of a final inspection of your property and confirmation that an approved policy of title insurance will be issued, the Agency will deposit the appropriate amount of compensation into a previously established escrow account. At this time, you will execute a General Warranty Deed prepared by the Agency and receive payment for your property when escrow closes.

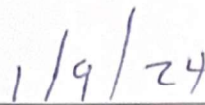
By Signature below I confirm that I have read and understand the basics of the Federal land acquisition

process.

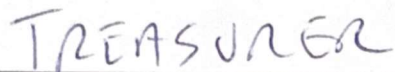
Daniel Olsen, *Title of Owner(s), and Date*



Signature



Date



Title

**EXHIBIT "C" – LIST OF DIRECTORS, OFFICERS, SHAREHOLDERS**

**THOMAS CREEK CANYON RANCH INC.  
OFFICER INFORMATION**

Andrew Morghen	President
Daniel Olsen	Treasurer
Tim Horgan	Secretary
August Isernhagen	Director

**THOMAS CREEK CANYON RANCH INC.  
SHAREHOLDERS**

Harrie Baker	Andrew Morghen
Gay Brown	Mark Olsen
Jane Foote	Stephen Olsen
Gail Furrh	Daniel Olsen
Mary Furrh Gomez	Tyler Parke
Mindy Furrh-Jay	Miles Pike
Charles Greear	Phyllis Pike
Tim Horgan	Seka Pike
August Isernhagen	John Rhodes
Ray Isernhagen	Kay Dee Ross Isernhagen



CERTIFICATE OF INCORPORATION OF  
THOMAS CREEK CANYON RANCH INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under and by virtue of the laws of the State of Nevada relating to general corporations;

AND WE DO HEREBY CERTIFY:

FIRST: That the name of this corporation shall be and is:

THOMAS CREEK CANYON RANCH INC.

SECOND: That the principal office of this corporation is to be located at Room 402 First National Bank Building, 15 East First Street, Reno, Nevada.

THIRD: The nature of the business, or objects and purposes proposed to be transacted, promoted or carried on by the corporation are as follows:

To buy, lease and in other ways acquire and to own, hold, manage and operate ranches and ranching properties in the State of Nevada, and elsewhere; to produce, buy, sell, trade and exchange livestock of every kind and character and all types of farm products, and generally to carry on, promote and conduct a ranching and farming business;

To enter into and perform any and all contracts, public and private, in which any person, firm, corporation or association may lawfully engage;

To buy, sell, mortgage and in other ways acquire, dispose of or encumber real and personal property, choses in action and other corporeal or incorporeal, tangible or intangible interests or rights;

To engage in such other businesses, enterprises or activities as the Board of Directors shall from time to time determine;

In carrying on its business or for the purpose of obtaining or furthering any of its objects or purposes, to do, have and exercise any and all acts, things and rights which a natural person could do, have or exercise, and which are stated by the statutes of the State of Nevada to be within the powers of corporations organized thereunder;

All in the State of Nevada and elsewhere.

FOURTH: That this corporation is authorized to issue only one class of shares of stock, and that the total authorized capital stock of the corporation shall be and is Two Hundred Fifty Thousand Dollars (\$250,000.00), consisting of 250,000 shares, each share having a par value of One Dollar (\$1.00). The stock shall be assessable, as hereinafter provided, and may be issued by the corporation from time to time for such consideration and upon such terms as may be determined by the Board of Directors.

FIFTH: The members of the governing board shall be styled "directors", and the first board of directors shall consist of three members. The membership of the board of directors may at any time be increased to not more than twelve members by a duly adopted provision of the by-laws of the corporation, or amendment thereto.

The names and post office addresses of the members of the first board of directors are:

<u>NAME</u>	<u>ADDRESS</u>
William J. Forman	206 N. Virginia St., Reno, Nevada
Ted Baker	Baker's Ranch, Washoe County, Nevada
Bruce R. Thompson	15 East First Street, Reno, Nevada

SIXTH: The resident agent of the company, in charge of its principal office, and upon whom process against the company may be

served is Bruce R. Thompson. His address is Room 402, First National Bank Building, 15 East First Street, Reno, Nevada. The said resident agent shall hold office for one year and until his successor is elected and qualifies.

SEVENTH: The capital stock of this corporation, after the amount of the subscription price has been paid in, shall be subject to assessment to pay the operating expenses of the corporation, subject to the following express conditions and restrictions; that each assessment must be levied by affirmative action of the board of directors; and that the board of directors may not levy an assessment or assessments aggregating more than three cents (\$.03) per share in any calendar year.

If any stockholder shall default in the payment of any assessment upon shares held by him, all the stock owned by such stockholder may be forfeited to the corporation in the manner following: the board of directors shall cause a notice to be served upon said stockholder specifying the amount of the unpaid assessment or assessments and the date and place on and at which payment must be made; said notice shall be served by delivering a copy to the stockholder personally, or by mailing a copy to him, postage prepaid, to his address as it appears on the books of the company and by publishing a copy once a week for two weeks in a newspaper of general circulation in Washoe County, Nevada; the notice shall be personally served, or shall be mailed and publication thereof shall be commenced, at least thirty days prior to the date stated in the notice for payment; in the event the delinquent assessment or assessments are not paid in full on or before the date and at the place stated in the notice, the board of directors may adopt a resolution forfeiting such stock to the corporation. All stock so forfeited shall thereupon become the property of the corporation, and all the interest of such stockholder in the corporation, and the properties thereof, which had been represented by the forfeited stock, shall be forthwith extinguished and terminated.

EIGHTH: The names and post office addresses of the original subscribers to this Certificate of Incorporation, respectively, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
William J. Forman	206 N. Virginia Street, Reno, Nevada
Ted Baker	Baker's Ranch, Washoe County, Nevada
Bruce R. Thompson	13 East First Street, Reno, Nevada

NINTH: The corporation shall have perpetual duration.

TENTH: The corporation reserves the right to alter, amend, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Nevada. All rights conferred on stockholders herein are granted subject to this reservation.

We, the undersigned, for the purpose of forming a corporation to do business within and without the State of Nevada, and in pursuance of the general corporation law of the State of Nevada, do make and file this certificate, hereby declaring and certifying that the facts hereinabove stated are true, and, accordingly, have hereunto set our hands June 25, 1947.

William J. Forman

Ted Baker

Bruce R. Thompson

STATE OF NEVADA, )  
                          ) ; ss.  
COUNTY OF WASHOE. )

On this 25th day of June, 1947, personally appeared before me the undersigned, a Notary Public in and for said County of Washoe, WILLIAM J. FORMAN, TED BAKER and BRUCE R. THOMPSON, known to me to be the persons described in and who executed the annexed instrument, who acknowledged to me that they executed the same, freely, voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Washoe, the day and year in this Certificate first above written.

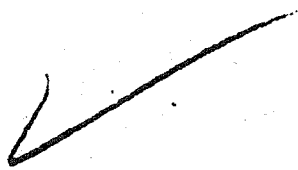
*George Sprunger*  
\_\_\_\_\_  
Notary Public  
in and for the County of Washoe,  
State of Nevada.

(Seal)  
My commission expires May 23, 1949.

ARTICLES OF INCORPORATION

OF

THOMAS CREEK CANYON RANCH INC.



*Filed at the request of*  
BRUCE R. THOMPSON

REMO, NEVADA.

11 - 8 1947

JOHN KOANTZ, Secretary of State

A handwritten signature in cursive script, which appears to read "John Koantz", is written over the typed name of the Secretary of State.

*Temporary Secretary of State*

No. 401-1947 \$25.00 Filing Fee

BY-LAWS  
OF  
THOMAS CREEK CANYON RANCH INC.  
A Corporation

ARTICLE I.

1. ANNUAL MEETING. A meeting of the stockholders shall be held annually at the principal office of the corporation, in Nevada, at 7:30 o'clock in the evening, on the second Monday in February, for the transaction of any business authorized or required to be transacted by the stockholders. In case such Monday shall be a legal holiday, the meeting shall be held on the next succeeding day which is not a legal holiday.

Written notice of the annual meeting shall be mailed at least ten days prior to the meeting to each stockholder of record on the books of the corporation at the address last furnished by him to the corporation, provided, he shall have furnished such address.

Immediately after each annual meeting, a meeting of the newly elected Board of Directors shall be held without notice.

2. SPECIAL MEETING. Special meetings of the stockholders shall be held at the principal office of the corporation in Nevada.

The Board of Directors or the President may at any time call a special meeting of the stockholders, and shall call the same whenever the holders of record on the books of the corporation of not less than one-third of the stock of the corporation outstanding shall in writing make application therefor to the President, stating the object or objects of such meeting.

Notice of such special meeting and of the object or objects thereof shall be mailed to each stockholder in like manner as notice of an annual meeting.

3. QUORUM. The holders of a majority of all the shares of the stock of the corporation shall constitute a quorum at any meeting, for all purposes, including the election of directors; but the holders of less than a majority of stock represented at any meeting may, at the end of one hour from the time for which the meeting was called, adjourn the meeting from time to time without notice, and at any such adjourned meeting at which a quorum of stockholders shall attend, any business may be transacted which might have been transacted at the meeting as originally called.

4. ORGANIZATION. The President shall call meetings to order and act as Chairman thereof. In case the President is not present, the Vice-President shall preside and in his absence any stockholder present may call the meeting to order, and the stockholders present may then elect a chairman of the meeting.

The Secretary shall act as Secretary of all meetings of the stockholders. In his absence, the Chairman may appoint any person to act as such.

5. VOTING. At any meeting each stockholder shall have one vote for each share of stock standing in his name on the books of the corporation at the time of the closing of the transfer books for the meeting. Cumulative voting for directors shall not be permitted. Every stockholder shall be entitled to vote in person, or by proxy appointed by an instrument in writing. A stockholder shall be deemed to be present whether present in person or represented by proxy.

Upon demand of any stockholder present, the voting upon any question shall be by ballot, in which case, the chairman shall appoint two persons to be inspectors, and it shall be their duty to open and close the polls and decide all questions as to the validity of proxies and the qualifications of voters.

6. WAIVER OF NOTICE. The transactions of any meeting of shareholders, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum of the shareholders be present, either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, shall sign a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. Any action which, under the laws of the State of Nevada, may be taken at a meeting of the shareholders may be taken without a meeting if authorized by writing signed by all the shareholders who would be entitled to vote at a meeting for such purpose and filed with the Secretary of the Corporation.

## ARTICLE II.

### BOARD OF DIRECTORS

1. NUMBER. The Board of Directors shall consist of three members, with power reserved in the stockholders to increase or decrease that number by an affirmative vote of all the Directors or by the affirmative vote of the holders of two-thirds of the capital stock issued and outstanding at a regular or special meeting, provided the number shall not be reduced to less than three.

2. TERM OF OFFICE. Each director shall be elected for the term of one year and shall hold office until his successor shall be elected and qualify. The first directors of the corporation shall be elected at the first meeting of the incorporators of the corporation, and every year thereafter the directors shall be elected at the annual meeting of the stockholders.

3. VACANCIES. In case of any vacancy in the board, the remaining directors, by affirmative vote of a majority of their number, whether constituting a quorum or not, may elect a successor to hold office for the unexpired portion of the term of the director whose place shall be vacant.

4. MEETINGS. The Board of Directors may hold its meetings at such places and at such times as it may from time to time determine. The directors may, by written waiver, at any time consent to a meeting and to the business to be transacted. Meetings may



be called by the President or any two directors. Notice of the time and place of meetings shall be sent to each director who has furnished an address to the Secretary, at least three days prior to the meeting.

Any action taken or transaction carried on by the corporation noted in the minutes of the corporation, said minutes being signed by all the directors, shall be valid and have the same force and effect as if authorized, ratified or approved at a meeting of the Board of Directors duly called in the manner hereinabove provided.

The presence of any director at any meeting of the Board of Directors, his presence being noted in the minutes of the meeting, shall constitute a waiver by him of notice of the meeting.

5. POWERS. The Board of Directors shall have the management of the business of the corporation. The Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, or by the certificate of incorporation of the corporation, or by these by-laws directed or required to be exercised or done in the first instance by the stockholders.

6. COMPENSATION. No director shall receive any compensation as such director, but this shall not be construed to deprive him of compensation for other services to the corporation.

### ARTICLE III.

#### OFFICERS

1. ELECTION OR APPOINTMENT. The Board of Directors shall elect from their number a President, Vice-President, a Treasurer and a Secretary. The same person may hold any two offices. The Board of Directors also may elect from their number, or otherwise, an Assistant Secretary and an Assistant Treasurer, and one person may hold both of these positions. The stockholders shall elect or appoint a resident agent of the corporation, to be in charge of its principal office and upon whom process may be served, at the same time as they elect directors. The Resident Agent shall hold office for the term of one year and until his successor is elected and shall qualify.

2. TERM OF OFFICE AND COMPENSATION. The officers elected and appointed shall hold office for the term of one year and until their successors are elected and qualify. All officers, agents, and employees of the corporation shall receive such compensation as the Board of Directors shall from time to time authorize and direct.

3. DUTIES OF OFFICERS. The President shall preside at meetings of stockholders and of the Board of Directors; he shall be the chief executive officer of the corporation and shall have such general charge of the business of the corporation as the Board of Directors shall delegate to him.

The Vice-President shall act in the absence of the President and in the place and stead of the President.

The Treasurer shall keep accounts of the corporation's moneys, and shall perform such other duties as and for the safe-keeping of the corporation's funds as the Board may require.

The Secretary shall keep the minutes of all meetings of stockholders and of the Board; he shall attend to the giving and serving of all notices; and he shall have custody of the seal and books and records of the corporation.

All the officers shall in general perform the duties incident to their offices, and such other duties as may be designated by the Board.

The Board of Directors shall have authority to appoint a manager at such salary as the Board may deem proper.

#### 4. EXECUTION OF INSTRUMENTS ON BEHALF OF THE CORPORATION.

All certificates for shares of the capital stock of the corporation shall be signed by the President or Vice-president and by the Secretary or Treasurer. All other contracts and obligations of the corporation shall be executed by such officer or officers as the board may direct. The seal of the corporation shall be affixed to such instruments as the Board may direct, and when so affixed shall be attested by the President or Secretary, if the Board shall so direct.

### ARTICLE IV.

1. CERTIFICATE OF SHARES. The certificates for shares of the capital stock shall be in such form, not inconsistent with the certificate of incorporation, as shall be in accordance with the law and be approved by the Board of Directors.

No certificate shall be valid unless it is sealed with the corporate seal of the corporation and signed by the president or vice-president and by the secretary or treasurer. All certificates shall be consecutively numbered. The name of the person owning the shares represented by the certificate, with the number of such shares and the date of issue, shall be on the corporation's books.

Each certificate for shares of the capital stock shall have endorsed thereon the following statements:

The shares of stock represented by this certificate are subject to assessment as provided in the Certificate of Incorporation, and are subject to forfeiture for non-payment of duly levied assessments.

The shares of stock represented by this certificate are subject to call at the option of the corporation upon the occurrence of any one of the following events: (1) the death of the person to whom this certificate was originally issued by the corporation;

(2) the voluntary or involuntary transfer of the ownership of, or any interest in, any of the shares of stock represented by this certificate to any one other than the person to whom this certificate was originally issued by the corporation.

2. TRANSFER OF SHARES. Shares of the capital stock of the corporation shall be transferred only on the books of the corporation by the holder thereof in person, or by his direction, upon the surrender and cancellation of certificates for a like number of shares, or, in case of a lost or destroyed certificate, upon receipt of a bond satisfactory to the Board.

In the event the person to whom a certificate for shares of the capital stock of the corporation was originally issued by the corporation should die, or in the event the ownership of, or any interest in, any of the shares of capital stock represented by a certificate should be transferred, either voluntarily or involuntarily, to any person other than the person to whom the certificate was originally issued, the corporation may, at its option, call in such certificate for cancellation, and shall thereupon pay to the owner of such certificate, or his duly authorized representative, a sum of money equal to the par value of the shares of stock so called and cancelled.

The stock transfer books shall be closed for meetings of stockholders and for the payment of dividends during such period prior to the meetings as may be fixed by the Board, and during such periods no stock shall be transferable.

3. DIVIDENDS. The Board of Directors may, from time to time, declare dividends upon the capital stock from the surplus or net profits of the corporation.

4. WORKING CAPITAL. The Board of Directors may fix a sum which may be set aside or reserved over and above the corporation's capital stock paid in, as working capital for the corporation, and from time to time the Board may increase, diminish and vary the same in its absolute judgment and discretion.

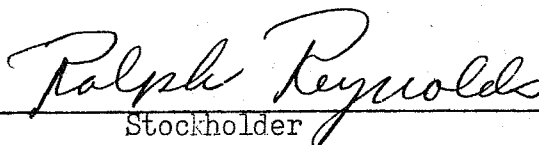
5. CORPORATE SEAL. The Board of Directors shall provide a suitable seal showing the name of the corporation, where incorporated, and the date of the incorporation. The seal shall be in the custody of the Secretary.

#### ARTICLE V.

#### AMENDMENTS

These by-laws may be amended only by the unanimous action of all the owners of the issued and outstanding stock over the signature of each of such owners.

IN WITNESS WHEREOF, the foregoing by-laws, written in the Bok of Minutes and Records of the corporation, hereby are adopted as the by-laws of Thomas Creek Canyon Ranch Inc., a corporation, this 15th day of August, 1947.

  
\_\_\_\_\_  
Stockholder

*Ed H Baker*

Stockholder

*Henry S. Sears*

Stockholder

*George L. Gargoe*

Stockholder

*Harry J. Frost*

Stockholder

*Bruce R. Thompson*

Stockholder

*J. E. Clark*

Stockholder

*Edward J. Hogan*

Stockholder

*Walter M. Pihl*

Stockholder

*Wm. J. Hansen*

Stockholder

*K. A. Campbell*

Stockholder

*R. J. Peterson*

Stockholder

AMENDMENTS TO BY-LAWS OF  
THOMAS CREEK CANYON RANCH, INC.,  
a Nevada Corporation

At a meeting of the stockholders, held July 12, 1978, the following Amendments to the By-Laws of Thomas Creek Canyon Ranch, Inc., were duly adopted:

Article IV, Section 1 and Section 2 are stricken and cancelled and in lieu thereof, the following is adopted:

1. Certificate of Shares. The certificates for shares of the capital stock in the present form are approved; provided however, the endorsement on the face of each stock certificate issued, shall be superceded by these Amendments to the extent that the same is inconsistent with these Amendments.

Each certificate shall be valid only when sealed by the corporate seal of the corporation and signed by the President or Vice-President and the Secretary and Treasurer. The name of the person owning the shares represented by the certificate, with the number of such shares and the date of issue, shall be recorded in the corporation's books.

All present outstanding certificates of stock issued in the name of a deceased stockholder shall be transferred to the widow of such deceased stockholder upon the surrender and cancellation of the certificate issued to such deceased stockholder.

2. Transfer of Shares. Shares of the capital stock of the corporation shall be transferred only on the books of the corporation upon the surrender and cancellation of the certificate of stock in accordance with these Amendments to the By-Laws.

In the event of a lost or destroyed certificate, a new certificate may be issued upon receipt of an Affidavit of said fact from the person to whom the certificate was issued or his legal representative, whereupon the lost or destroyed certificate shall be of no further legal effect.

In the event any shareholder should die and the shares of the stock of the corporation are left to any person other than a relative or member of the shareholder's family, or in the event the ownership of the shares of stock represented by a certificate should be transferred, either voluntarily or involuntarily, to any person other than a relative or a member of the shareholder's family, the corporation may, at its option, call in such certificate for cancellation, and shall thereupon pay to the shareholder to whom the certificate was issued, or to his or her duly authorized representative, a sum of money equal to the par value of the shares of stock so called and cancelled.

Any transfer, or attempted transfer, either voluntarily or involuntarily, of the shares of the stock of this corporation, other than provided above, shall be null and void and of no legal force or effect.

The foregoing option of the corporation, to call and cancel any transfer of shares of the corporation, shall be exercised by a majority vote of the other shareholders.

The foregoing Amendments to By-Laws may be amended only by action of a majority of the owners of the issued and outstanding stock over the signature of such owners.

IN WITNESS WHEREOF, the foregoing Amendments to By-Laws were hereby adopted this 12th day of July, 1978.

Edward J. Hogan  
Stockholder

Ralph Reynolds  
Stockholder

Robert James  
Stockholder

Bryce Rhoads  
Stockholder

John D. Furch Jr.  
Stockholder

- By Bryce Rhoads, proxy

Harry J. Frost  
Stockholder

By Bryce Rhoads, proxy

Corinne N. Forman  
Stockholder

By Bryce Rhoads, proxy

Maigant S. Green  
Stockholder

By Bryce Rhoads, proxy

Elizabeth O. Rose  
Stockholder

Elizabeth Rose proxy

Marchen Pike  
Stockholder



**BARBARA K. CEGAVSKE**  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

# Annual or Amended List and State Business License Application

**ANNUAL**  **AMENDED** (check one)

**List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:**

**THOMAS CREEK CANYON RANCH INC.**

**NV19471000066**

NAME OF ENTITY

Entity or Nevada Business  
Identification Number (NVID)

**TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT**

**IMPORTANT:** Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

- Corporation
  - This corporation is publicly traded, the Central Index Key number is:
- Nonprofit Corporation (see nonprofit sections below)
- Limited-Liability Company
- Limited Partnership
- Limited-Liability Partnership
- Limited-Liability Limited Partnership
- Business Trust
- Corporation Sole

Filed in the Office of  Secretary of State State Of Nevada	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Business Number</td> <td style="padding: 2px;"><b>C401-1947</b></td> </tr> <tr> <td style="padding: 2px;">Filing Number</td> <td style="padding: 2px;"><b>20233583129</b></td> </tr> <tr> <td style="padding: 2px;">Filed On</td> <td style="padding: 2px;"><b>8/29/2023 10:00:00 AM</b></td> </tr> <tr> <td style="padding: 2px;">Number of Pages</td> <td style="padding: 2px;"><b>2</b></td> </tr> </table>	Business Number	<b>C401-1947</b>	Filing Number	<b>20233583129</b>	Filed On	<b>8/29/2023 10:00:00 AM</b>	Number of Pages	<b>2</b>
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Number of Pages	<b>2</b>								

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

**CHECK ONLY IF APPLICABLE**

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

- 001 - Governmental Entity
- 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

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**For nonprofit entities formed under NRS chapter 80:** entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

- Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption Code 002

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**For nonprofit entities formed under NRS Chapter 81:** entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

- Unit-owners' Association
- Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

---

**For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box**

Does the Organization intend to solicit charitable or tax deductible contributions?

- No - no additional form is required
- Yes - the "Charitable Solicitation Registration Statement" is required.
- The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

\*\*Failure to include the required statement form will result in rejection of the filing and could result in late fees.\*\*





**BARBARA K. CEGAVSKE**  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

**Annual or Amended List  
 and State Business License  
 Application - Continued**

**Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:**

CORPORATION, INDICATE THE SECRETARY:

<b>TIM HORGAN</b>		<b>USA</b>	
Name		Country	
<b>35 TELLURIDE CT</b>	<b>RENO</b>	<b>NV</b>	<b>89511</b>
Address	City	State	Zip/Postal Code

CORPORATION, INDICATE THE PRESIDENT:

<b>ANDREW MORGHEN</b>		<b>USA</b>	
Name		Country	
<b>P.O. BOX 589</b>	<b>Verdi</b>	<b>NV</b>	<b>89439</b>
Address	City	State	Zip/Postal Code

CORPORATION, INDICATE THE TREASURER:

<b>DAN OLSEN</b>		<b>USA</b>	
Name		Country	
<b>542 Silver Tip Drive</b>	<b>Incline Village</b>	<b>NV</b>	<b>89451</b>
Address	City	State	Zip/Postal Code

CORPORATION, INDICATE THE DIRECTOR:

<del>Stephen Olsen</del> <b>AUGUST ISENV HAGEN</b>		<b>USA</b>	
Name		Country	<b>89704</b>
<del>2725 Laguna Way</del> <b>315 VIOLA WAY</b>	<del>Sparks</del> <b>WASHOE VLY</b>	<b>NV</b>	<del>89434</del>
Address	City	State	Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** 

**TREASURER**

**8/22/23**

Title

Date

**Signature of Officer, Manager, Managing Member,  
 General Partner, Managing Partner, Trustee,  
 Subscriber, Member, Owner of Business,  
 Partner or Authorized Signer** FORM WILL BE RETURNED IF

UNSIGNED

**File Code:** 5420  
**Date:** February 2, 2024

Robert Wandel  
Assistant District Manager, SNPLMA Division, BLM SNDO  
Bureau of Land Management  
Southern Nevada District Office  
4701 N. Torrey Pines Dr.  
Las Vegas, NV 89130

Dear Mr. Wandel,

I Kathryn Conant, Director Lands and Minerals, of the United States Department of Agriculture, Forest Service, Intermountain Region, hereby certify that where the Thomas Creek Canyon Ranch Property (Property) is concerned:

1) A representative of the Forest Service has conducted a preliminary site inspection on Oct 7, 2023. Based on that inspection, the location and general description of the property presented in this nomination package has been verified as accurate.

2) The property is located within or adjacent to a “federally designated area” as that term is defined in the Federal Land Transaction Facilitation Act of 2000. The federally designated area is the Humboldt-Toiyabe National Forest and this information is stated correctly in the nomination package.

3) Explain if and how the acquisition will facilitate management efficiency of Federal lands or of a “federally designated area.”

The acquisition will provide improved public access to existing National Forest System lands to the north and south and further west, along Thomas Creek Road, than the existing allowance, due to the private property boundary. The acquisition of the inholding would provide additional opportunities for recreation, and links to existing public lands.

4) Acquisition of the property is consistent with the Toiyabe National Forest Land and Resource Management Plan in force for the area within which the property is located.

5) The planned use of the property is conservation of habitat, open space, and recreation including but not limited to hiking, fishing, and nature watching.

6) The initial assessment of the information in this nomination package and received from the landowner, indicate the property interests to be acquired are sufficient to satisfy the Federal acquisition objectives and, to the best of my knowledge, there are no known legal, physical, or financial issues that would prevent or unnecessarily delay Federal acquisition and management of the property.



- 7) Based on the initial site inspection and interview with the owner,
- a. The initial assessment of potential liabilities presented in this nomination package has been verified and is accurate to the best of my knowledge;
  - b. I concur that the method employed by the nominating entity to initially assess those liabilities is appropriate; and
  - c. The likely remediation that will be needed and method of accomplishing that remediation as described in the nomination narrative appears accurate.

8) Based on the agency's initial site inspection, review of available data, and consultation with agency resource specialists, the resource values of habitat, species protection, and recreation described in this nomination package appear accurate in both quality and quantity or other reliable resource organization such as the USFWS Ecological Services branch to request support on verifying the habitat values. The acquiring agency has verified claims of habitat for listed species through the following sources: Forest Service and other Natural Resource Databases as well as local knowledge.

9) In the opinion of the agency, acquisition of the property is needed for the following reasons: The property has high resource value and acquisition of the Thomas Creek parcel would contribute to the preservation of important habitat for many wildlife species including those designated as "Sensitive" by the U.S. Forest Service. The property is zoned for single unit dwelling so this acquisition will ensure the Property is not developed leaving it open to recreation and public enjoyment. These reasons are consistent with responses in the nomination package to applicable assessment questions.

10) The agency has reviewed the owner's asking price and utilized agency staff familiar with market values in the area and determined that a reasonable value range based on available market evidence is between \$133,000 and \$252,700. The agency further confirms the asking price is within the reasonable value range.

11) The agency has attached a cost estimate sheet which estimates the total acquisition cost, including the asking price and necessary expenses as \$335,595.22. (See Project Budget Excel spreadsheet.)

12) The agency has completed an initial assessment of the on-the-ground management requirements associated with the property and has the resources to manage this property if acquired.

13) The agency is prepared to accept management responsibility for the Thomas Creek Canyon Ranch property on the date purchase is completed.

14) The agency has the staffing resources to acquire the property within the [3-year] time standard timeframe if approved by the Secretary of the Interior for acquisition under the Southern Nevada Public Land Management Act.

15) The agency certifies that it will submit a copy of the complete nomination package to the local government jurisdiction with a cover letter requesting the local government's review and comments, if any, by the date the final comment period closes, and offering to meet with the appropriate local government official(s) regarding the nomination if desired.

Sincerely,

KATHRYN J. CONANT  
Director Lands and Minerals

Name of local agency contact person for this nomination:  
Frederick Austin-Gilbert  
Realty Specialist  
Frederick.Austin-Gilbert@usda.gov  
801-391-2966

**Thomas Creek Canyon Ranch Acquisition  
Legal Description**

Mt. Diablo Meridian, CA  
T. 18N., R. 19E.,  
sec. 30, E1/2NW1/4SE1/4.

Also Described As:

ALL THAT CERTAIN PARCEL OF REAL PROPERTY SITUATED IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.B. & M. IN WASHOE COUNTY, NEVADA DESCRIBED AS FOLLOWS:

START AT THE EAST QUARTER (E ¼) SECTION CORNER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.B. & M.; THENCE NORTH 87°11'30" WEST 1311.03 FEET, MORE OF LESS, ALONG THE QUARTER (¼) SECTION LINE TO AN IRON PIPE, THE TRUE POINT OF BEGINNING, FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER (NE COR) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 30; THENCE CONTINUING ALONG THE QUARTER (¼) SECTION LINE NORTH 87°11'30" WEST 655.51 FEET, MORE OR LESS, TO AN IRON PIPE; THENCE SOUTH 0°11'15" WEST 1271.81 FEET, MORE OR LESS, TO AN IRON PIPE IN THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 30; THENCE SOUTH 88°50'25" EAST 657.75 FEET, MORE OR LESS, ALONG THE SAID SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) TO AN IRON PIPE, FURTHER DESCRIBED AS BEING THE SOUTHEAST CORNER (SE COR) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 30; THENCE NORTH 0°03'25" EAST 1252.99 FEET, MORE OR LESS, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) TO THE TRUE POINT OF BEGINNING.




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

Issuing Agent: First American Title Insurance Company  
Issuing Office: 2500 N Buffalo Drive, Ste 120, Las Vegas, NV 89128  
Issuing Office's ALTA® Registry ID: Title Officer Name: Debbie M. Jackson  
Commitment Number: 9015-2670536 Title Officer Number: (702)731-4131  
Issuing Office File Number: 9015-2670536 Title Officer  
Email: TitleSouthernNevada@firstam.com  
Property Address: 0 Mount Rose Hwy, Washoe County, NV 89511  
Revision Number:

**SCHEDULE A**

1. Commitment Date: December 14, 2023 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA Extended Owner's Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$To Be Determined  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee
4. The Title is, at the Commitment Date, vested in:  
  
Thomas Creek Canyon Ranch Inc., a corporation organized and existing under and by virtue of the laws of the State of Nevada
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

By:   
Debbie M. Jackson  
Authorized Signatory

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### SCHEDULE B, PART I—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. Releases(s) or Reconveyance(s) of Item(s): NONE
6. Other: NONE
7. You must give us the following information:
  - A. Any off record leases, surveys, etc.
  - B. Statement(s) of Identity, all parties.
  - C. Others: NONE

The following additional requirements, as indicated by "X", must be met:

8. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

9. An ALTA/NSPS survey of recent date, that complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as the Company may deem necessary.

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10. The following LLC documentation is required from .
11. The following partnership documentation is required from :
12. The following documentation is required from **Thomas Creek Canyon Ranch Inc.**, corporation:
- Prior to the close of escrow or the issuance of any policy of title insurance, we will require that a copy of the Corporate Resolutions for Thomas Creek Canyon Ranch Inc., a corporation organized and existing under and by virtue of the laws of the State of Nevada be submitted to the Company for examination.
  - Evidence of proper filing and good standing in the State of Nevada of Thomas Creek Canyon Ranch Inc., a corporation organized and existing under and by virtue of the laws of the State of Nevada.
13. Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:
- Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as the Company may deem necessary.
14. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as the Company may deem necessary.
15. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
16. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the Land has commenced prior to close, some or all of the following requirements,

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and any other requirements which may be deemed necessary, may need to be met:

- 17. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
- 18. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
- 19. Financial statements from the appropriate parties must be submitted to the Company for review.
- 20. A copy of the construction contract must be submitted to the Company for review.
- 21. The Company reserves the right to perform an inspection of the Land to verify that there has been no commencement of work or delivery of materials involving either existing or new improvements located on the Land.

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## SCHEDULE B, PART II—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.**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

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

### **Exceptions 1-6 will be omitted on extended coverage policies**

7. 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.

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8. Water rights, claims or title to water, whether or not shown by the Public Records.
9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
10. Any taxes that may be due as provided under NRS 361.4725.
11. Any unpaid charges due the Washoe County Sewer & Water District. Specific amounts may be obtained by calling the Washoe County Water Resources, Utility Services Division at P.O. Box 11130, Reno, NV 89520, (775) 954-4601.
12. Reservations and provisions as contained in the Patent from the State of Nevada, recorded June 06, 1949, in [Book E, Page 326](#) of Land Patent Records, as Instrument No. 174082.
13. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Record of Survey Map No. [5235](#). Reference is hereby made to said plat for particulars.
14. Rights-of-way for any existing road, trails, canals, streams, ditches, drain ditches, pipe, pole or transmission lines traversing said premises.
15. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
16. The lack of a right of access to and from the land.
17. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
18. Rights of parties in possession.

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**INFORMATIONAL NOTES**

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land. First American Title Insurance Company expressly disclaims any liability for loss or damage that may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**NOTE:** Taxes for the fiscal year July 1, 2023 through June 30, 2024, including any secured personal property taxes collected therewith.

APN 049-010-22  
Total tax: \$1,245.17 (Paid)

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**EXHIBIT A**

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

ALL THAT CERTAIN PARCEL OF REAL PROPERTY SITUATED IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.B. & M. IN WASHOE COUNTY, NEVADA DESCRIBED AS FOLLOWS:

START AT THE EAST QUARTER (E ¼) SECTION CORNER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.B. & M.;  
THENCE NORTH 87°11'30" WEST 1311.03 FEET, MORE OF LESS, ALONG THE QUARTER (¼) SECTION LINE TO AN IRON PIPE, THE TRUE POINT OF BEGINNING, FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER (NE COR) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 30;  
THENCE CONTINUING ALONG THE QUARTER (¼) SECTION LINE NORTH 87°11'30" WEST 655.51 FEET, MORE OR LESS, TO AN IRON PIPE;  
THENCE SOUTH 0°11'15" WEST 1271.81 FEET, MORE OR LESS, TO AN IRON PIPE IN THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 30;  
THENCE SOUTH 88°50'25" EAST 657.75 FEET, MORE OR LESS, ALONG THE SAID SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) TO AN IRON PIPE, FURTHER DESCRIBED AS BEING THE SOUTHEAST CORNER (SE COR) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 30;  
THENCE NORTH 0°03'25" EAST 1252.99 FEET, MORE OR LESS, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JULY 20, 1948 IN [BOOK 220, PAGE 464](#) AS INSTRUMENT NO. 165534.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
issued by  
FIRST AMERICAN TITLE INSURANCE 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 EXTRACONTRACTUAL 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, First American Title Insurance Company, a Nebraska 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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.*

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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; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature 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.

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.

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- 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.
- 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.

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**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>.

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Summary of Land Sales						
No.	Location	Sale Date	Sale Price*	Acres	\$/acre*	Comments
1	117 Quilici Rd. Dayton, NV	3/29/2017	\$1,075,000*	80.78	\$13,308*	Potential for up to 37 home sites based on zoning, included older residence, included 63.06 acre-feet of water rights, frontage on Carson River, frontage on year-round maintained, paved road
2	Kingsbury Grade Gardnerville, NV	6/30/2017	\$919,500	444.56	\$2,068	13 individual parcels, originally 484.56 acres marketed as 14 individual tracts with only one 40-acre sale
3	Kings Canyon Carson City, NV	8/1/2017	\$775,000	200.00	\$3,875	Potential for 10 parcels based on zoning, once a summer horse pasture but main ranch was developed
4	5555 Eastlake Blvd. Washoe Valley, NV	5/10/2018	\$1,700,000*	412.16	\$4,125*	Improved with two older residences, located east of Washoe Lake
5	721 Highway 88 Gardnerville, NV	9/6/2018	\$3,500,000	336.92	\$10,388	Group of 9 parcels with potential for 17 based on zoning, included 500 acre-feet of water rights, frontage on year-round maintained, paved road
6	120 Autumn Hills Rd. Gardnerville, NV	12/4/2018	\$700,000	203.44	\$3,441	Potential for 12 parcels based on zoning, small home had been destroyed by wildfire leaving foundation/well
7	Kingsbury Grade Gardnerville, NV	12/31/2019	\$375,000	40.00	\$9,375	Gentle to steep terrain with native surface road access and good views of Carson Valley and Sierra Mountains
8	Kingsbury Grade Gardnerville, NV	12/22/2020	\$280,000	40.00	\$7,000	Moderate to steep terrain with native surface road access and good views of Carson Valley and Sierra Mountains
9	411 Genoa Lane Genoa, NV	4/8/2020	\$800,000*	83.73	\$9,555*	Improved with a residential estate with horse barn, frontage on Carson River, frontage on year-round maintained, paved road
10	5 Bryan Canyon Rd. Washoe Valley, NV	6/20/2016 6/6/2020	\$1,000,000	386.48	\$2,587	Two separate transactions of adjoining land (346.48 + 40), distressed seller (recent widow) in older transaction, included 78.5 acre-feet of water rights
11	16295 Logan Meadow Washoe County, NV	11/24/2020	\$140,000	2.50	n/a	Building site with native surface road access maintained by road association
12	Kingsbury Grade Gardnerville, NV	07/02/2021	\$950,000	240.00	\$3,958	Mostly steep terrain with native surface road access and good views of Carson Valley and Sierra Mountains
13	Peavine/Brooklyn Creek Washoe County, NV	08/03/2021	\$86,000	42.00	\$2,048	Mostly steep terrain with trail road access in the northwest Reno area
14	6755 Franktown Road Washoe Valley, NV	08/19/2021	\$2,598,000	448.00	\$5,799	Steep terrain purchased by U.S.A. based on 6/19/2020 appraisal
15	16255 Logan Meadow Washoe County, NV	05/20/2022	\$195,000	5.00	n/a	Two adjacent building sites with native surface road access maintained by road association
16	4705 Woodchuck Circle Reno, NV	05/20/2022	\$1,260,000	186.70	\$6,749	Two noncontiguous parcels with steep terrain purchased by U.S.A. based on 9/7/2021 appraisal

\* after adjustment for buildings – contribution of land only

## I. ORDERS AND PRIORITIES

### A. Executive Orders (EO):

- ***EO No. 13855: Promoting Active Management of America's Forests, Range Lands to Improve Conditions and Reduce Wildfire Risk***

Answer: The acquisition will help to consolidate federal ownership and enhance fuels management to reduce risk of wildfires.

- ***EO No. 14005: Ensuring the Future is Made in All of America by All of America's Workers***

N/A

- ***EO No. 14063: Use of Project Labor Agreements for Federal Construction Projects (applicable to projects estimated at \$35 million or more)***

N/A

- ***EO No. 14072: Strengthening the Nation's Forests, Communities, and Local Economies***

N/A

- ***EO No. 14096: Revitalizing Our Nation's Commitment to Environmental Justice for All***

N/A

### B. Secretarial Orders

- ***SO No. 3347: Conservation Stewardship and Outdoor Recreation.***

Click or tap here to enter text.

*Answer: Preserving the property and protecting it from future development will improve conservation stewardship. Acquisition of this land will benefit the public by creating new recreational opportunities and links to existing public lands. The acquisition will also provide enhanced public access to Thomas Creek and existing National Forest System land.*

- ***SO No. 3356: Hunting, Fishing, Recreational Shooting, and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories.***

Click or tap here to enter text.

Answer: Acquisition of the Property is within an existing hunting unit, has a perennial stream flowing through it with creek fishing opportunity, and the property would also provide for wildlife conservation.

- ***SO No. 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors.***

Click or tap here to enter text.

Answer: By acquiring the Property we are protecting important transition habitat between crucial winter range and summer/fawning habitat.

- ***SO No. 3366: Increasing Recreational Opportunities on Lands and Waters Managed by the U.S. Department of the Interior***

N/A

- ***SO No. 3370: Conservation Stewardship and Increasing Public Access to Urban National Wildlife Refuges.***

N/A

- ***SO No. 3372: Reducing Wildfire Risks on Department of the Interior Land Through Active Management.***

N/A

- ***SO No. 3373: Evaluating Public Access in Bureau of Land Management Public Land Disposal and Exchanges (focus is on Sec. 4.b.(3) Potential increased public recreational access to existing public lands resulting from the proposed land acquired through an exchange (acquisition).***

N/A

- ***SO No. 3376: Increasing Recreational Opportunities through the use of Electric Bikes.***

N/A

C. Department of the Interior Priorities:

1. ***Identifying steps to accelerate responsible development of renewable energy on public lands and waters.*** *We are investing in climate research and environmental innovation to incentivize the rapid deployment of clean energy solutions, while reviewing existing programs to restore balance on America's public lands and waters to benefit current and future generations.*

N/A

2. ***Strengthening the government-to-government relationship with sovereign Tribal nations.*** *We understand that tribal sovereignty and self-governance, as well as honoring the federal trust responsibility to Tribal Nations, must be the cornerstones of federal Indian policy.*

Answer: Consultation will be conducted with the Washoe Tribe once/if funding is

approved for the purchase.

3. ***Making investments to support the Administration's goal of creating millions of family-supporting and union jobs.*** *This includes establishing a new Climate Conservation Corps Initiative to put a new generation of Americans to work conserving and restoring public lands and waters, increasing reforestation, increasing carbon sequestration in the agricultural sector, protecting biodiversity, improving access to recreation, and addressing the changing climate.*

N/A

4. ***Working to conserve at least 30% each of our lands and waters by the year 2030.*** *We will work to protect biodiversity, slow extinction rates, and help leverage natural climate solutions by conserving 30% of America's lands and waters by 2030. This relies on support for local, state, private, and tribally led conservation and restoration efforts that are underway across America.*

Answer: Acquiring the property would help meet this goal as it would bring approximately 19.08-acres into the Forest, which would be a great opportunity to preserve and protect public lands.

5. ***Centering equity and environmental justice.*** *The impacts of the multiple crises in the United States are not evenly distributed in our society. Communities of color, low-income families, and rural and indigenous communities have long suffered disproportionate and cumulative harm from air pollution, water pollution, and toxic sites. At every step of the way, Interior will engage diverse stakeholders across the country, as well as conduct formal consultation with Tribes in recognition of the U.S. government's trust responsibilities.*

N/A

#### D. USDA Forest Service Priorities:

1. ***Controlling the COVID-19 pandemic***

N/A

2. ***Providing economic relief***

N/A

3. ***Tackling climate change***

Answer: Greenhouse gases released by human activity have triggered climate change. Fortunately, forests and undeveloped lands can absorb greenhouse gases. According to the Open Space Institute, approximately fifteen percent of the U.S.'s carbon dioxide emission is absorbed by undeveloped lands. Land conservation offers immense value to the climate. Conserving the land enables the greenhouse gases to be absorbed while simultaneously prevents significant greenhouse gas emissions that

would result from land development. Therefore, acquiring the parcel for the purpose of conservation will meet this Forest Service priority.

**4. *Advancing racial equity***

N/A

**5. *Improving our workforce and work environment***

N/AS

**From:** [Austin-Gilbert, Frederick - FS, UT](#)  
**To:** [Benavides, Shannon M](#)  
**Subject:** [EXTERNAL] FW: Thomas Creek Canyon Ranch  
**Date:** Tuesday, April 2, 2024 2:10:41 PM

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Here are the emails with Charlie.

Let me know if you have questions. I don't know what the input was from him in the subgroup.

Thanks

---

**From:** Charlie Donohue <[cdonohue@lands.nv.gov](mailto:cdonohue@lands.nv.gov)>  
**Sent:** Thursday, March 28, 2024 1:26 PM  
**To:** Austin-Gilbert, Frederick - FS, UT <[Frederick.Austin-Gilbert@usda.gov](mailto:Frederick.Austin-Gilbert@usda.gov)>  
**Cc:** Ellery Stahler <[estahler@lands.nv.gov](mailto:estahler@lands.nv.gov)>  
**Subject:** RE: Thomas Creek Canyon Ranch

Hi Frederick:

I feel the State has already weighed in from a subgroup perspective through the Division of State Lands as well as at the PWG. I did however forward your material to one of the Deputy Directors at NDOW and he has asked their habitat division to weigh in – I can circle with them tomorrow.

Charlie

Charles Donohue  
Administrator  
Nevada Division of State Lands

---

**From:** Austin-Gilbert, Frederick - FS, UT <[Frederick.Austin-Gilbert@usda.gov](mailto:Frederick.Austin-Gilbert@usda.gov)>  
**Sent:** Thursday, March 28, 2024 12:11 PM  
**To:** Charlie Donohue <[cdonohue@lands.nv.gov](mailto:cdonohue@lands.nv.gov)>  
**Subject:** RE: Thomas Creek Canyon Ranch

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opening attachments or clicking links, especially from unknown senders.

Dear Mr. Donohue,

I wanted to reach out to you and let you know we have reached out to all the contacts you folks provided. I have already spoken with Washoe County and they will be providing a letter of support.

I am not sure if we will get a response from any of the State agencies as it is such short notice, but our Public Information Officer is working on it.

Shannon mentioned that we really need something from the State as well. I am curious if this is something the Nevada Division of State Lands would be in support of and if so could the Forest Service get a letter or email stating such. I do have to submit any we receive by April 9<sup>th</sup>.

Sorry for the short turn-around time. If this is not possible, I understand. I have attached the nomination information and some maps for quick reference.

Let me know if you have any questions.

Thank You for your help on this!!

---

**From:** Charlie Donohue <[cdonohue@lands.nv.gov](mailto:cdonohue@lands.nv.gov)>

**Sent:** Tuesday, March 26, 2024 11:20 AM

**To:** Benavides, Shannon M <[sbenavides@blm.gov](mailto:sbenavides@blm.gov)>; Vinson Guthreau <[vguthreau@nvnaco.org](mailto:vguthreau@nvnaco.org)>

**Cc:** Austin-Gilbert, Frederick - FS, UT <[Frederick.Austin-Gilbert@usda.gov](mailto:Frederick.Austin-Gilbert@usda.gov)>; Wandel, Robert C <[rwandel@blm.gov](mailto:rwandel@blm.gov)>

**Subject:** RE: Thomas Creek Canyon Ranch

Thanks for Fredrick's contact info Shannon.

Vinson – I was going to craft an intro email introducing Fredrick to Assistant County Manager Dave Solaro. I believe this property would be in Mike Clark's District, but I have better contact with the Chair and Vice Chair these days. Do you have a position on reaching out to which Commissioner?

Thanks -

Charlie

Charles Donohue  
Administrator  
Nevada Division of State Lands

---

**From:** Benavides, Shannon M <[sbenavides@blm.gov](mailto:sbenavides@blm.gov)>

**Sent:** Tuesday, March 26, 2024 10:10 AM

**To:** Charlie Donohue <[cdonohue@lands.nv.gov](mailto:cdonohue@lands.nv.gov)>; Vinson Guthreau <[vguthreau@nvnaco.org](mailto:vguthreau@nvnaco.org)>

**Cc:** Austin-Gilbert, Frederick - FS, UT <[Frederick.Austin-Gilbert@usda.gov](mailto:Frederick.Austin-Gilbert@usda.gov)>; Wandel, Robert C <[rwandel@blm.gov](mailto:rwandel@blm.gov)>

**Subject:** Thomas Creek Canyon Ranch

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Good morning Vinson and Charlie,

Your willingness to provide assistance with regard to support letters for Thomas Creek Canyon Ranch is greatly appreciated. I wanted to take this opportunity to reach out and connect you with Fred Austin-Gilbert who is the point of contact for Thomas Creek Canyon Ranch. He is cc'd on this email.

If there is anything I can do or help along the way, please let me know.

Freds contact information:

Frederick Austin-Gilbert  
[Frederick.Austin-Gilbert@usda.gov](mailto:Frederick.Austin-Gilbert@usda.gov)  
Cell: 801-391-2966

Thank you

Shannon Benavides  
SNPLMA Program Manager  
Environmentally Sensitive Land Acquisitions  
Las Vegas Field Office  
4701 N. Torrey Pines Dr.  
Las Vegas, NV 89130  
702.515.5145  
[sbenavides@blm.gov](mailto:sbenavides@blm.gov)

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**From:** [Austin-Gilbert, Frederick - FS, UT](#)  
**To:** [Benavides, Shannon M](#)  
**Subject:** [EXTERNAL] Fwd: [External Email]Audubon support for USFS acquisition of the Thomas Creek Canyon Ranch parcel  
**Date:** Monday, April 8, 2024 3:57:57 PM

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**From:** Rose Strickland <[rose.strickland@nevadaaudubon.org](mailto:rose.strickland@nevadaaudubon.org)>  
**Sent:** Thursday, April 4, 2024 5:04:04 PM  
**To:** Austin-Gilbert, Frederick - FS, UT <[Frederick.Austin-Gilbert@usda.gov](mailto:Frederick.Austin-Gilbert@usda.gov)>  
**Subject:** [External Email]Audubon support for USFS acquisition of the Thomas Creek Canyon Ranch parcel

[You don't often get email from [rose.strickland@nevadaaudubon.org](mailto:rose.strickland@nevadaaudubon.org). Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

[External Email]

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Please send any concerns or suspicious messages to: [Spam.Abuse@usda.gov](mailto:Spam.Abuse@usda.gov)

Hello, Mr. Austin-Gilbert,

Thank you very much for contacting the Lahontan Audubon Society about the proposed acquisition of the Thomas Creek Canyon Ranch parcel.

Lahontan Audubon Society strongly supports this proposed acquisition. The parcel has significant wildlife habitat values. Its acquisition will eliminate a private land parcel and the threat of additional housing developments in a remote part of the Humboldt-Toiyabe National Forest. Its acquisition will help protect Thomas Creek which is a part of the Truckee River municipal watershed. Also, the parcel is in an area adjacent to a trail into the mountains which is very popular with hikers, backpackers, fishermen, and birders.

We will be sending a letter of support for this acquisition next week, but may not be able to meet the official deadline. Please consider this email as a part of community support for adding this parcel into the Humboldt-Toiyabe National Forest.

Thanks again.

Rose Strickland, Chair  
Conservation Committee  
Lahontan Audubon Society

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# United States Department of the Interior

**Pacific Southwest Region**  
**FISH AND WILDLIFE SERVICE**  
Reno Fish and Wildlife Office  
1340 Financial Boulevard, Suite 234  
Reno, Nevada 89502



April 4, 2024

Frederick Austin-Gilbert  
Realty Specialist  
U.S. Forest Service  
Humboldt-Toiyabe NF Zone  
Intermountain Region Office  
857 South Jordan Parkway  
Jordan Utah, 84095

Re: Proposed Land Acquisition

Dear Mr. Austin-Gilbert:

On behalf of the U.S. Fish and Wildlife Service (Service), I am writing to express support for projects that protect and preserve habitats important for the Service's trust species.

The U.S. Forest Service (Forest) has an opportunity to purchase a 19-acre inholding parcel, Thomas Creek Ranch, on the eastern slope the Sierra Nevada Carson Range, outside of Reno, Nevada. To support the acquisition, the Forest plans to submit an application for funding assistance through the Southern Nevada Public Land Management Act. The property is part of an inholding, surrounded by Forest-managed lands, and has conservation values including providing habitat for multiple migratory bird species and likely habitat for the California spotted owl, a species that has been proposed to be listed as threatened under the Endangered Species Act.

Adjacent lands on three sides of this property are public property managed by the Forest for fish, wildlife, and plant species, for forest health, and for non-motorized recreational access by the public. Additional benefits that could be realized by this acquisition include reduced chance of habitat fragmentation, opportunities to enhance the health and resilience of habitat for the benefit of many species, and improved access for non-motorized recreational access. The property owner is willing and interested in selling to the Forest. However, they are a motivated seller and this property being developed for residential housing could be an alternate outcome.

The Service supports efforts to provide meaningful and impactful opportunities that will protect habitats that benefit fish and wildlife species, such as this acquisition of the 19-acre Thomas Creek Ranch being proposed by the U.S. Forest Service.

Sincerely,

Marissa Reed  
Acting Project Leader



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# NEVADA DIVISION OF FORESTRY

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STATE OF NEVADA  
Department of Conservation & Natural Resources  
Joe Lombardo, *Governor*  
James A. Settlemeyer, *Director*  
Kacey KC, *State Forester/Firewarden*

March 29, 2024

To: Frederick Austin-Gilbert, Realty Specialist  
US Forest Service  
Humboldt Toiyabe NF Zone Lead  
Intermountain Regional Office  
857 S. Jordan Pkwy, South  
Jordan, UT 84095

Dear Mr. Austin-Gilbert:

On behalf of the Nevada Division of Forestry (NDF), I am pleased to support the US Forest Service's (USFS) proposal to acquire the 19.08 acre Thomas Creek Canyon Ranch property through an allocation of Round 20 of the Southern Nevada Public Land Management Act (SNPLMA) funds. The Nevada Forest, Range and Watershed Action Plan (NFRWAP), NDF's guiding document assembled by collaborative stakeholders for land management actions, identifies shared priorities that are addressed through this proposed project. The following provides excerpts from the NFRWAP outlining these areas of commonality between the proposed project and the NFRWAP:

Forest and Woodland Health: Forestland ownership significantly influences the management of the resource. Cover type conversions and fragmentation are contributing to a decrease in forested landscapes where subdivision and development of land occurs; resulting in substantial loss of forested lands or reduction in forested parcel size, precluding efficient management and loss of ecological function. Considering this issue, the NFRWAP offers the following goals and objectives:

- Goal 1-1: Cooperative management and collaboration to maintain resilient forests in Nevada.
- Strategy 1-1-4: Collaboratively create, find and utilize mutually supported forest and woodland conservation mechanisms to reduce fragmentation and increase landscape scale management.
- Goal 1-4: Reduce conversion of forests and woodlands to non-forest and woodland uses.
- Strategy 1-4-1: Identify the areas at greatest risk of conversion, perform public outreach and protect areas to preserve forest and woodland cover type.

Riparian Wetland Systems: Riparian ecosystems are some of the rarest systems in Nevada (one percent of land area) yet they are some of the most productive and therefore important habitats

in Nevada. Given the limited water resources in Nevada, and the relative isolation from one another compared to many other regions of the country, riparian and aquatic environments have a high rate of unique and endemic plant and animal species. In the past several years, communities have shifted focus to coordinated management, and we are seeing more examples of neighbors—private and federal—working together to coordinate goals and planning for improving the health of riparian systems on which so many depend. This project has the ability to protect this rare and sensitive land type. Considering this issue, the NFRWAP offers the following goals and objectives:

- Goal 4-2: Implement conservation and preservation practices through partnerships to improve riparian function.
- Strategy 4-2-1: Protect and enhance water quality, protect fish and wildlife habitat, maintain habitat connectivity by implementing management and restoration practices.
- Strategy 4-2-3: Facilitate public-private partnerships to prioritize and implement management strategies along riparian corridors that cross multiple landownership categories.

Water Quality and Quantity: Nevada is the most arid state in the Nation. Of the total annual average precipitation, approximately 10 percent accounts for stream runoff and groundwater recharge. The remaining 90 percent is lost through evaporation and transpiration. Nevada has few large rivers and streams compared to other states. Except for the Colorado River, Nevada's perennial streams are small by nationwide standards. According to EPA only about 10 percent (15,549 miles) of the rivers and streams in Nevada are perennial, however, this 10 percent of the streams carry most of the surface water flow in the state. Water quality and quantity has profound effects on plant and animal habitats. Sustained private development of this parcel may not allow water resources to be managed for sustainable quantity and quality in the future. Considering this issue, the NFRWAP offers the following goals and objectives:

- Goal 7-2: Maintain Nevada's watersheds by performing necessary management that builds ecosystem community resistance and resilience and soil stability in the inevitable occurrence of disturbances (e. g. wildfire, drought, insects and diseases, etc.)
- Strategy 7-2-2: Implement proactive watershed management practices that maintain adequate vegetative cover, reduce soil erosion, and fuel loading conducive to reducing non-point source pollutants.
- Strategy 7-2-3: Restore rivers, streams and other riparian area, flood plains and wetlands to proper functioning condition to increase groundwater recharge, reduce sedimentation of water supplies, and increase seasonal water flows.

In addition to the shared issues identified above, this property is located within the NFRWAP, Nevada Shared Stewardship initiative, and US Forest Service's Wildfire Crisis Strategy priority landscapes. In all these priority landscapes, wildfire mitigation and ecosystem restoration are the focus that allows land management efforts that produce outcomes such as increased biodiversity, resilient vegetation community maintenance, sustained watershed function, enhanced recreation opportunities, protection of sensitive lands and more efficient land management. This proposed project helps the US Forest Service and all local, state and federal level stakeholders realize their objectives set forth in multiple strategic plans and prioritization processes.

NDF is excited by the possibilities of this award and looks forward to our combined efforts to protect sensitive and important lands from being converted from natural states that benefit local watersheds, wildlife habitats, forests, and recreation activities to housing/building developments. To

this end, I strongly support USFS receiving a SNPLMA award in Round 20 to fund the acquisition of the Thomas Creek Canyon Ranch property.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kacey KC", with a long horizontal flourish extending to the right.

Kacey KC  
State Forester/Firewarden

References:

NFRWAP: [https://drive.google.com/file/d/1juVIM\\_Edw4wsKODNmPryxo2da7aPTMXF/view](https://drive.google.com/file/d/1juVIM_Edw4wsKODNmPryxo2da7aPTMXF/view)

Nevada Shared Stewardship: [forestry.nv.gov/natural-resource-management/shared-stewardship](https://forestry.nv.gov/natural-resource-management/shared-stewardship)

USFS Wildfire Crisis: <https://www.fs.usda.gov/managing-land/wildfire-crisis>





# WASHOE COUNTY

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## OFFICE OF THE COUNTY MANAGER

1001 E. 9TH STREET  
RENO, NEVADA 89512  
PHONE: (775) 328-2000  
FAX: (775) 328-2491

March 28, 2024

Frederick Austin-Gilbert  
Realty Specialist  
Humboldt Toiyabe NF – Intermountain Regional Office  
857 S. Jordan Parkway, South  
Jordan Utah 84095

Via e-mail: frederick.austin-gilbert@usda.gov

Re: Letter of Support

Mr. Austin-Gilbert,

I am writing to advise you that Washoe County is in support of the acquisition of the Thomas Creek Canyon Ranch, a 19.08 private parcel located within Washoe County nominated in Round 20 of the Southern Nevada Public Lands Management Act Environmentally Sensitive Land Acquisition through the United States Forest Service (USFS).

Washoe County has a long history of partnering with the BLM, the USFS, and citizen advocates in the community. These partnerships have fostered community wide support for Washoe County, the BLM, and USFS in acquiring hundreds of acres of environmentally sensitive land including wetlands, pasture, and forestlands to be preserved as open space for wildlife and watershed protection for generations. This acquisition is no different than those of past rounds.

The Forest Service continues to work in partnership with Washoe County to preserve open spaces and provide regional recreation opportunities throughout the community. The acquisition of this site ensures that this unique open space is available for future generations to enjoy and does not become another remote homestead demanding services bordering the wilderness location.

Respectfully:

WASHOE COUNTY

David M. Solaro, Arch, P.E.  
Assistant County Manager



**From:** [Austin-Gilbert, Frederick - FS, UT](#)  
**To:** [Benavides, Shannon M](#)  
**Subject:** [EXTERNAL] FW: [External Email]RE: Forest Service Land Acquisition  
**Date:** Tuesday, April 9, 2024 12:49:20 PM

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I don't think I got a letter from them, I did follow up. But the email below indicates support from Nevada Tahoe Conservation District. If this works. Thanks

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**From:** Meghan Kelly <[mkelly@ntcd.org](mailto:mkelly@ntcd.org)>  
**Sent:** Monday, April 1, 2024 1:12 PM  
**To:** Steve Rinella <[steverinella@comcast.net](mailto:steverinella@comcast.net)>  
**Cc:** Austin-Gilbert, Frederick - FS, UT <[Frederick.Austin-Gilbert@usda.gov](mailto:Frederick.Austin-Gilbert@usda.gov)>  
**Subject:** [External Email]RE: Forest Service Land Acquisition

You don't often get email from [mkelly@ntcd.org](mailto:mkelly@ntcd.org). [Learn why this is important](#)

[External Email]

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We are in support of this acquisition. What else do you need from us?

Meghan Kelly, P.E.  
Senior Project Engineer/District Manager  
Nevada Tahoe Conservation District  
Office: (775) 586-1610 ext. 30  
Cell: (775)901-9251  
Fax: (775) 586-1612  
[www.ntcd.org](http://www.ntcd.org)

**NTCD's Mission Statement**

*To promote the conservation and improvement of the Lake Tahoe Basin's natural resources by providing leadership, education, and technical assistance to all basin users.*

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**From:** Steve Rinella <[steverinella@comcast.net](mailto:steverinella@comcast.net)>  
**Sent:** Saturday, March 30, 2024 6:44 AM

**To:** Meghan Kelly <[mkelly@ntcd.org](mailto:mkelly@ntcd.org)>

**Cc:** 'Austin-Gilbert, Frederick - FS, UT' <[Frederick.Austin-Gilbert@usda.gov](mailto:Frederick.Austin-Gilbert@usda.gov)>

**Subject:** Forest Service Land Acquisition

Ms. Kelly, my name is Steve Rinella and I am under contract to do work for the US Forest Service, associated with a potential land acquisition near Lake Tahoe. Please take a look at the attached. Fred Austin-Gilbert, cc'd here, is available to provide you any additional information needed in your consideration of support for this project. Thank you.

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**From:** [Austin-Gilbert, Frederick - FS, UT](#)  
**To:** [Benavides, Shannon M](#)  
**Subject:** [EXTERNAL] FW: [External Email]Re: Forest Service Land Acquisition  
**Date:** Tuesday, April 9, 2024 12:51:03 PM

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Same thing as other email. I don't think I got a letter from them but the email shows support.

---

**From:** Kristee Watson <kristee@nevadaconservationleague.org>  
**Sent:** Monday, April 1, 2024 11:47 AM  
**To:** Steve Rinella <steverinella@comcast.net>  
**Cc:** Austin-Gilbert, Frederick - FS, UT <Frederick.Austin-Gilbert@usda.gov>  
**Subject:** [External Email]Re: Forest Service Land Acquisition

You don't often get email from [kristee@nevadaconservationleague.org](mailto:kristee@nevadaconservationleague.org). [Learn why this is important](#)

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Hi Steve and Fred!

This looks great and NCL is happy to support!

Would you be looking for multiple signers for a letter of support? Or would this come from our organization exclusively?

Also, do you have any templates we could follow?

On Sat, Mar 30, 2024 at 6:38 AM Steve Rinella <[steverinella@comcast.net](mailto:steverinella@comcast.net)> wrote:

Ms. Watson, my name is Steve Rinella and I am under contract to do work for the US Forest Service, associated with a potential land acquisition near Lake Tahoe. Please take a look at the attached. Fred Austin-Gilbert, cc'd here, is available to provide you any additional information needed in your consideration of support for this project. Thank you.

--

Kristee Watson

Executive Director | Nevada Conservation League & Education Fund  
Cell: 702-306-3726 | Email: [kristee@nevadaconservationleague.org](mailto:kristee@nevadaconservationleague.org)  
[www.nevadaconservationleague.org](http://www.nevadaconservationleague.org) | [www.protectnv.org](http://www.protectnv.org)  
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