

When Recorded, Return to:
Washoe County Community Services Department
1001 E. 9th St.
Reno, NV 89512

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030)(2)).

CANCELLATION AGREEMENT

The parties to this agreement (“Agreement”) are **WASHOE COUNTY**, a political subdivision of the State of Nevada, hereinafter “County”, and **Robert M. Sader and Candice K. Sader, Co-Trustees of the Sader Nevada Trust Agreement**, dated December 12, 1995, hereinafter “Sader Trust”.

WHEREAS, the parties to this Agreement entered into the following Water Lease Agreement:

- 1) Water Lease Agreement, recorded with Washoe County Recorder on April 9, 2014 as Document No. 4342788 (for 0.2 acre-feet of water rights, total combined duty).

WHEREAS, the parties entered into the above Water Lease Agreement in conformance with Washoe County Development Code, Article 422, in support of the project known as the Equestrian Therapy Facility located at 19440 Annie Lane, Reno, NV 89521.

WHEREAS, the Water Lease Agreement referenced above made the subject water rights available to support the project referenced above for a period of 99 years, at no cost to the applicant.

WHEREAS, pursuant to recent amendments to the Washoe County Code, Article 422, the water rights will be re-conveyed from the County to Sader Trust and the parties wish to terminate the above referenced Water Lease Agreement.

NOW THEREFORE, the parties agree as follows:

The Water Lease Agreement entered into by **Washoe County** and **Robert M. Sader and Candice K. Sader, Co-Trustees of the Sader Nevada Trust Agreement, dated December 12, 1995** recorded as Documents No. 4342788 is hereby terminated and is released as a lien and charge against the water rights subject thereto, and each party, or their successor in interest will be returned to its position concerning said water rights as if said Water Lease Agreement had not been entered into. Washoe County re-conveys the subject water rights to Sader Trust by executing a water rights deed concurrent with this cancellation agreement.

Nothing herein shall affect any requirements that the water rights subject to this agreement continue to be used for the water service to and the operation of the project identified above. Furthermore, upon execution of this Agreement, Sader Trust and the County will cause to be filed with the State Engineer's Office a request that the County be notified of any changes to the status of these water rights, including but not limited to any changes of point of diversion, place of use, manner of use, sale, transfer, or termination.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year written below.

WASHOE COUNTY

Robert M. Sader and Candice K. Sader, Co-Trustees of the Sader Nevada Trust Agreement, dated December 12, 1995

By: _____
Chair, Vaughn Hartung
Board of the County Commissioners

By: _____
Robert M. Sader, Co-Trustee

Date: _____

Date: _____

By: _____
Candice K. Sader, Co-Trustee

Date: _____

ATTEST:

By: _____
Nancy Parent, County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 2019, personally appeared before me a Notary Public, _____, Chair of the Board of County Commissioners, who acknowledged to me that he executed the foregoing document on behalf of said political subdivision of the State of Nevada.

Notary Public

My Commission Expires _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2019 by Robert M. Sader, Co-Trustee of the Sader Nevada Trust Agreement dated December 12, 1995.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2019 by Candice K. Sader, Co-Trustee of the Sader Nevada Trust Agreement dated December 12, 1995.

Notary Public