

When Recorded, Return to:  
Washoe County Community Services Department  
1001 E. 9<sup>th</sup> St., P.O. Box 11130  
Reno, NV 89520-0027

### **CANCELLATION AGREEMENT**

The parties to this agreement are **WASHOE COUNTY**, a political subdivision of the State of Nevada, and **DL Lakeshore, LLC, as successor in interest to Cross Development DG New Washoe, LLC** hereinafter "Lakeshore."

WHEREAS, the parties to this agreement entered into a Water Sale Agreement recorded with Washoe County Recorder on September 5, 2013 as document no. 4276877 (for 0.61 acre-feet).

WHEREAS, the parties entered into the above agreement in conformance with Washoe County Development Code, Article 422, in support of the project known as the Dollar General.

WHEREAS, the instrument 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 Washoe County to Lakeshore and the parties wish to terminate this Water Sale Agreement.

THEREFORE, the parties agree as follows:

The Agreement entered into by Washoe County and Lakeshore recorded as documents number 4276877 is hereby terminated, and each party will be returned to its position concerning said water rights as if said Water Sale Agreement had not been entered into. Washoe County re-conveys the subject water rights to Lakeshore 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 operation of the project identified above. Furthermore, upon execution of this agreement, Lakeshore 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 use, point of diversion, sale, transfer, or termination.

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

**WASHOE COUNTY**

**DL Lakeshore, LLC**

By: \_\_\_\_\_  
Marsha Berkgigler, Chair  
Washoe County Commission

By: \_\_\_\_\_  
David E. Ligon, Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Nancy Parent, Washoe County Clerk

**STATE OF NEVADA**       )  
  ) ss.  
**COUNTY OF WASHOE**    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me a Notary Public, \_\_\_\_\_, Chair of the Washoe County Commission, who acknowledged to me that she 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**    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me a Notary Public, **David E. Ligon**, who acknowledged to me that he executed the foregoing document on behalf of **DL Lakeshore, LLC**, for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_