

**Carson City Board of Supervisors  
Agenda Report**

**Date Submitted:** December 23, 2011

**Agenda Date Requested:** January 5, 2012

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Public Works Department

**Subject Title:** For Possible Action: To accept Easements along North Roop Street for the purposes of public utilities, pedestrian access and drainage improvements on Assessor's Parcel Numbers 002-101-77, 002-104-01 and 002-103-01. *(Robert Fellows)*

**Staff Summary:** The easements are necessary to complete sidewalks along North Roop Street and fulfill a requirement of the Northridge/Mountain Park Subdivision.

**Type of Action Requested:** (check one)

Resolution                       Ordinance  
 Formal Action/Motion       Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to accept the dedication of three easements described as Parcel "A" (7,244 square feet) on APN 002-101-77, Parcel "B" (2,927 square feet) on APN 002-104-01 and Parcel "C" (8,204 square feet) on APN 002-103-01 from Roop Northridge Group LLC for purposes of public utilities, pedestrian access and drainage improvements along North Roop Street.

**Explanation for Recommended Board Action:** By accepting the Easements along North Roop Street for public utilities, pedestrian access and drainage improvements, the City will be able to construct sidewalk and other needed facilities along North Roop Street from grant funds. These standard 10-foot wide easements were required as part of the Northridge/Mountain Park Subdivision. To be able to go forward with the enhancement grant and the associated improvements, the easements are necessary.

**Applicable Statute, Code, Policy, Rule or Regulation:** N/A

**Fiscal Impact:** No fiscal impact.

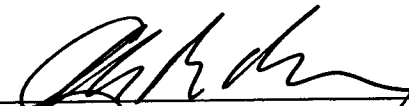
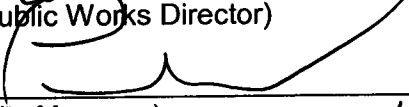
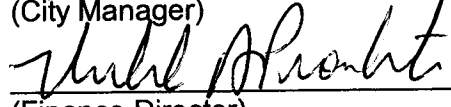
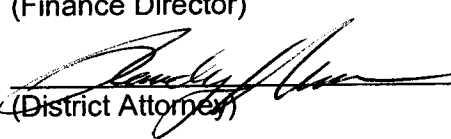
**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** none

**Supporting Material:** Agreement and easement deeds

**Prepared By:** Robert Fellows, Senior Project Manager

Reviewed By:  Date: 12-27-11  
(Public Works Director)  
 Date: 12/27/11  
(City Manager)  
 Date: 12/27/11  
(Finance Director)  
 Date: 12/27/11  
(District Attorney)

Board Action Taken:		Aye/Nay
Motion: _____	1) _____	_____
	2) _____	_____
	3) _____	_____
	4) _____	_____
	5) _____	_____

\_\_\_\_\_  
(Vote Recorded By)

(Portions of) APN 002-101-77, 002-104-01 and 002-103-01

AFTER RECORDING RETURN TO:  
JEFF SHARP  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NV 89701-3498

## AGREEMENT

THIS AGREEMENT, made this 5<sup>th</sup> day of January 2012, by and between Roop Northridge Group LLC, hereinafter called the OWNER, and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called the CITY,

### WITNESSETH:

1. The OWNER, for and in consideration of and subject to performance of the promises and covenants of the CITY, as hereinafter provided, agrees as follows:

(a) To convey to CITY a public utility, pedestrian access and drainage easements upon, over, and across areas consisting of:

- approximately 7,244 square feet of land, being a portion of APN 002-101-77,
- approximately 2,927 square feet of land, being a portion of APN 002-104-01,
- approximately 8,204 square feet of land, being a portion of APN 002-103-01,

for public utility, pedestrian access and drainage easements as required under the original subdivision approval. Said easements are upon, over, and across the said properties; said easements situate, lying, and being in Carson City, State of Nevada, and more particularly described as parcel "A" in Exhibit "A", parcel "B" in Exhibit "B" and parcel "C" in Exhibit "C" attached hereto and made a part hereof.

(b) To deliver to the CITY Easement Deeds for the properties described in Exhibits "A", "B", and "C"; and Easement Deeds for the properties described in Exhibit "D", Exhibit "E" and Exhibit "F".

(c) To be responsible for the OWNER's properties (a portion of APN 002-101-77, APN 002-104-01 and APN 002-103-01), including the maintenance of risk and liability insurance for loss or damage until such date as OWNER has delivered the before mentioned Deeds to the CITY, or such earlier date as OWNER has given physical possession of said subject properties to the CITY.

(d) To permit the CITY, its authorized agents and contractors to enter in and upon OWNER's Exhibit "A", "B" and "C" properties which is herein agreed to be conveyed, for the purposes of inspection, land survey, environmental analysis, and engineering upon

(Portions of) APN 002-101-77, 002-104-01 and 002-103-01

execution of this Agreement, all at the City's sole expense and risk, and so long as such inspection, survey, environmental analysis, and engineering work is done without damage or destruction to the OWNER's lands and without any interruption in the OWNER's programs or services being conducted on the OWNER's lands. Each entry shall be coordinated through OWNER's Director of Operations, and conducted only by licensed or qualified personnel.

(e) To the fullest extent permitted by law, OWNER shall indemnify, hold harmless and defend, not excluding the CITY's right to participate, the CITY from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of the negligent or willful acts or omissions of OWNER, its officers, employees, and agents arising out of their performance or nonperformance of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

2. The CITY, in consideration of and subject to performance of the promises and covenants of the OWNER hereinabove set forth, agrees as follows:

(a) To the fullest extent permitted by law, CITY shall indemnify, hold harmless and defend, not excluding the OWNER's right to participate, the OWNER from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of the negligent or willful acts or omissions of CITY, its officers, employees, and agents arising out of performance or nonperformance of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

3. It is mutually agreed and understood by the CITY and by the OWNER as follows:

(a) That any future facilities and improvements constructed by CITY shall be designed and constructed in accordance with Carson City Development Standards.

(b) CITY and OWNER will coordinate and cooperate with each other in scheduling any construction of improvements.

(c) If OWNER or CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will

(Portions of) APN 002-101-77, 002-104-01 and 002-103-01

constitute a breach and default of this Agreement. If OWNER or CITY fails, neglects, or refuses to cure the default within a reasonable time following a written request of the other party, such other party, at its option, may correct such default and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all terms, conditions, and covenants of this Agreement. The foregoing will be in addition to any other remedy now or hereafter provided by law. In the event the governmental approval required for the performance of this Agreement are not obtained, despite the good faith efforts and recommendations of the parties, then the parties shall have the rights and remedies afforded them by law, in addition to any rights and remedies conferred under this Agreement.

(d) The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of any remaining provision.

(e) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

(f) This Agreement, the Deed, referred to in this Agreement, hereinafter collectively called the TRANSACTION DOCUMENTS, shall be executed and delivered contemporaneously, and once executed, the TRANSACTION DOCUMENTS shall constitute the entire contract and agreement between the parties hereto, and no modification hereof shall be binding unless such modification is set forth in writing, and signed by the parties hereto.

(g) All property descriptions are approximate and subject to slight adjustment as necessary to meet construction requirements.

(h) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.

(i) As used herein the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(j) As set forth in the TRANSACTION DOCUMENTS, the CITY shall have the right to adapt and improve the whole or any part of said property acquired by CITY from OWNER in accordance with the provisions of N.R.S. 271.265.

(k) The regulations pertaining to nondiscrimination and Title VI of the Civil Rights Act of 1964, as contained in Title 23, Code of Federal Regulations Part 200, and Title 49, Code of Federal Regulations Part 21, are hereby incorporated by reference and made a part of this Agreement.

*(signatures appear on page 4)*

(Portions of) APN 002-101-77, 002-104-01 and 002-103-01

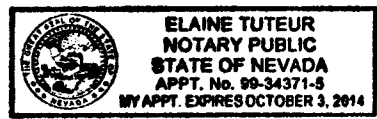
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: *Randal S. Kuckenmeister* 12-16-11  
Randal S. Kuckenmeister, Manager – Roop Northridge Group LLC (Date)

STATE OF NEVADA )  
 ) SS.  
CARSON CITY )

This instrument was acknowledged before me on December 16, 2011,

*Elaine Tuteur*  
NOTARY PUBLIC



CITY:

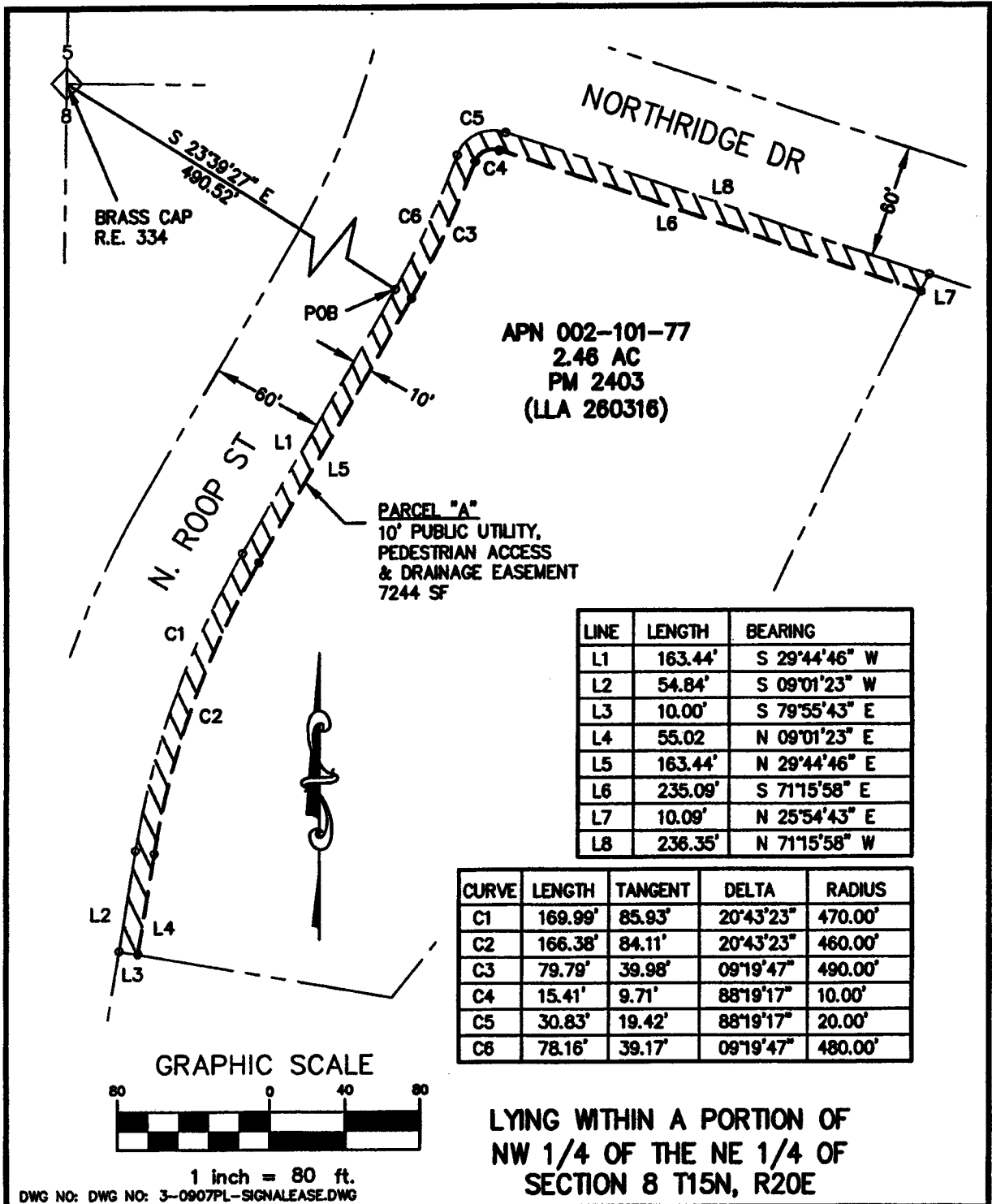
REVIEWED AND RECOMMENDED BY:  
*Jeff Sharp* 12-16-11  
JEFF SHARP Date  
CITY ENGINEER

APPROVED FOR LEGALITY AND FORM:  
*Randy...* 12/27/11  
Carson City District Attorney Date

ROBERT L. CROWELL, MAYOR Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date

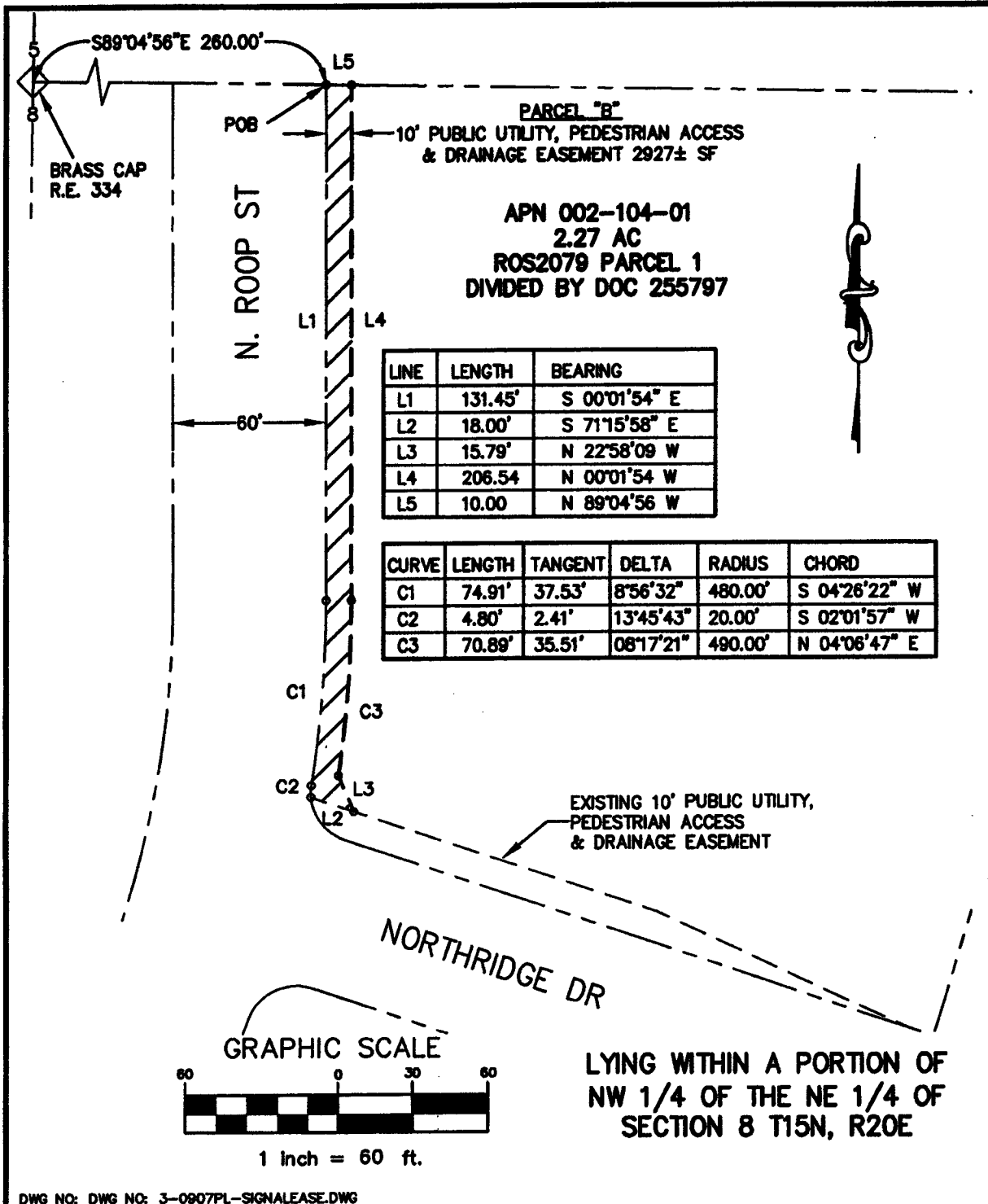


**CARSON CITY  
ENGINEERING DEPARTMENT**

3505 BUTTI WAY CARSON CITY, NEVADA 89701  
PH: 867-2355 FAX: 867-2164

**PARCEL "A"  
PUBLIC UTILITY, PEDESTRIAN ACCESS  
& DRAINAGE EASEMENT**

Exhibit  
"A"



DWG NO: DWG NO: 3-0907PL-SIGNLEASE.DWG

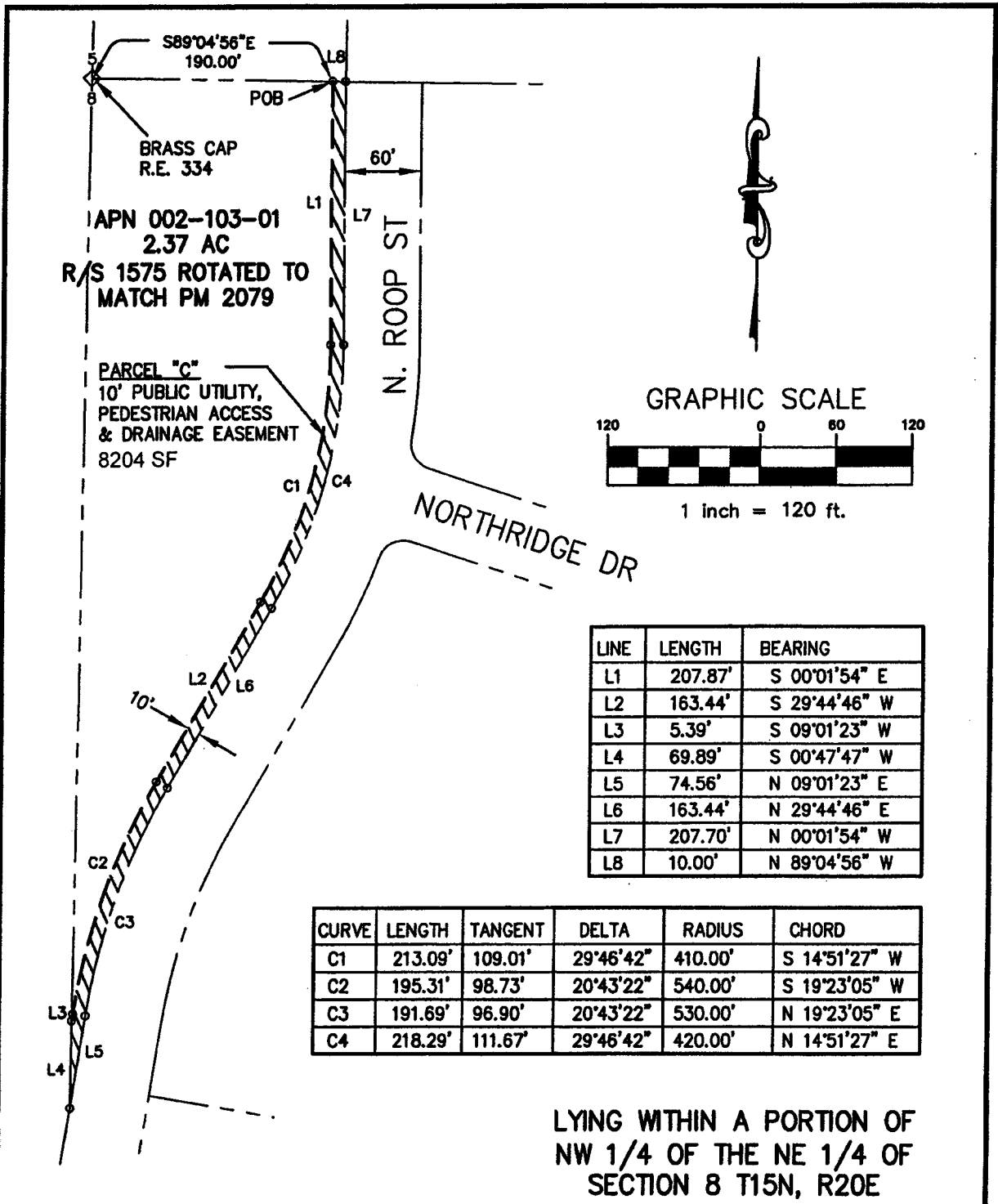
**CARSON CITY  
ENGINEERING DEPARTMENT**

3505 BUTTI WAY CARSON CITY, NEVADA 89701  
PH: 887-2355 FAX: 887-2164

**PARCEL "B"  
PUBLIC UTILITY, PEDESTRIAN ACCESS  
& DRAINAGE EASEMENT**

Exhibit  
"B"





LINE	LENGTH	BEARING
L1	207.87'	S 00°01'54" E
L2	163.44'	S 29°44'46" W
L3	5.39'	S 09°01'23" W
L4	69.89'	S 00°47'47" W
L5	74.56'	N 09°01'23" E
L6	163.44'	N 29°44'46" E
L7	207.70'	N 00°01'54" W
L8	10.00'	N 89°04'56" W

CURVE	LENGTH	TANGENT	DELTA	RADIUS	CHORD
C1	213.09'	109.01'	29°46'42"	410.00'	S 14°51'27" W
C2	195.31'	98.73'	20°43'22"	540.00'	S 19°23'05" W
C3	191.69'	96.90'	20°43'22"	530.00'	N 19°23'05" E
C4	218.29'	111.67'	29°46'42"	420.00'	N 14°51'27" E

LYING WITHIN A PORTION OF  
 NW 1/4 OF THE NE 1/4 OF  
 SECTION 8 T15N, R20E

DWG NO: DWG NO: 3-0907PL-SIGNALEASE.DWG

**CARSON CITY**  
**ENGINEERING DEPARTMENT**  
 3505 BUTTI WAY CARSON CITY, NEVADA 89701  
 PH: 887-2355 FAX: 887-2164

**PARCEL "C"**  
**PUBLIC UTILITY, PEDESTRIAN ACCESS**  
**& DRAINAGE EASEMENT**

Exhibit  
 "C"

APN 002-101-77

AFTER RECORDING RETURN TO:  
JEFF SHARP  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NV 89701-3498

EASEMENT DEED

THIS DEED, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between Roop Northridge Group LLC, hereinafter called GRANTOR, and the CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement for public purposes upon, over and across certain real property; said easement is shown and more fully described in Exhibits "D1" and "D2", attached hereto and made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

APN 002-101-77

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

GRANTOR

*[Handwritten Signature]*

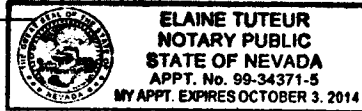
Randal S. Kuckenmeister, Manager – Roop Northridge Group LLC

STATE OF NEVADA )  
 ) SS.  
COUNTY OF CARSON CITY )

This instrument was acknowledged before me on December 16, 2011.

*[Handwritten Signature: Elaine Tuteur]*

NOTARY PUBLIC



CITY:

REVIEWED AND RECOMMENDED BY:

*[Handwritten Signature: Jeff Sharp]* 12-16-11  
Date  
Jeff Sharp, P.E.  
City Engineer

APPROVED FOR LEGALITY AND FORM:

*[Handwritten Signature]* 12/29/11  
Date  
Carson City District Attorney

\_\_\_\_\_  
ROBERT L. CROWELL, MAYOR Date

ATTEST:

\_\_\_\_\_  
ALAN GLOVER, Clerk-Recorder Date

Parcel "A"  
Legal Description to Support a Dedication of  
A Permanent Public Utility, Pedestrian Access and  
Drainage Easement on  
APN 002-101-77

A permanent easement located within the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; being more particularly described as:

COMMENCING at the Northwest 1/4 Corner of the Northeast 1/4 of Section 8, Township 15 North, Range 20 East, M.D.M. as shown on the Record of Survey, recorded in the Carson City's Recorder's Office as Map Number 2079, File Number 169706, on December 1, 1994, thence South 23° 39' 27" East 490.52 ft., to a point at the northwest corner of said permanent easement, being the TRUE POINT OF BEGINNING:

thence South 29° 44' 46" West, 163.44 ft.;

thence along a curve to the Left having a radius of 470.00 ft. and a central angle of 20° 43' 23", for an arc length of 169.99 ft., said curve having a chord bearing of S 19° 23' 05" W for 169.06 ft.;

thence South 09° 01' 23" West, 54.84 ft.;

thence South 79° 55' 43" East, 10.00 ft.;

thence North 09° 01' 23" East, 55.02 ft.;

thence along a curve to the Right having a radius of 460.00 ft. and a central angle of 20° 43' 23", for an arc length of 166.38 ft., said curve having a chord bearing of N 19° 23' 04" E for 165.47 ft.;

thence North 29° 44' 46" East, 163.44 ft.;

thence along a curve to the Left having a radius of 490.00 ft. and a central angle of 09° 19' 47", for an arc length of 79.79 ft., said curve having a chord bearing of N 25° 04' 53" E for 79.70 ft.;

thence along a curve to the Right having a radius of 10.00 ft. and a central angle of 88° 19' 17", for an arc length of 15.41 ft., said curve having a chord bearing of N 64° 34' 23" E for 13.93 ft.;

thence South 71° 15' 58" East, 235.09 ft.;

thence North 25° 54' 43" East, 10.09 ft.;

thence North 71° 15' 58" West, 236.35 ft.;

thence along a curve to the Left having a radius of 20.00 ft. and a central angle of 88° 19' 17", for an arc length of 30.83 ft., said curve having a chord bearing of N 64° 34' 23" E for 27.87 ft.

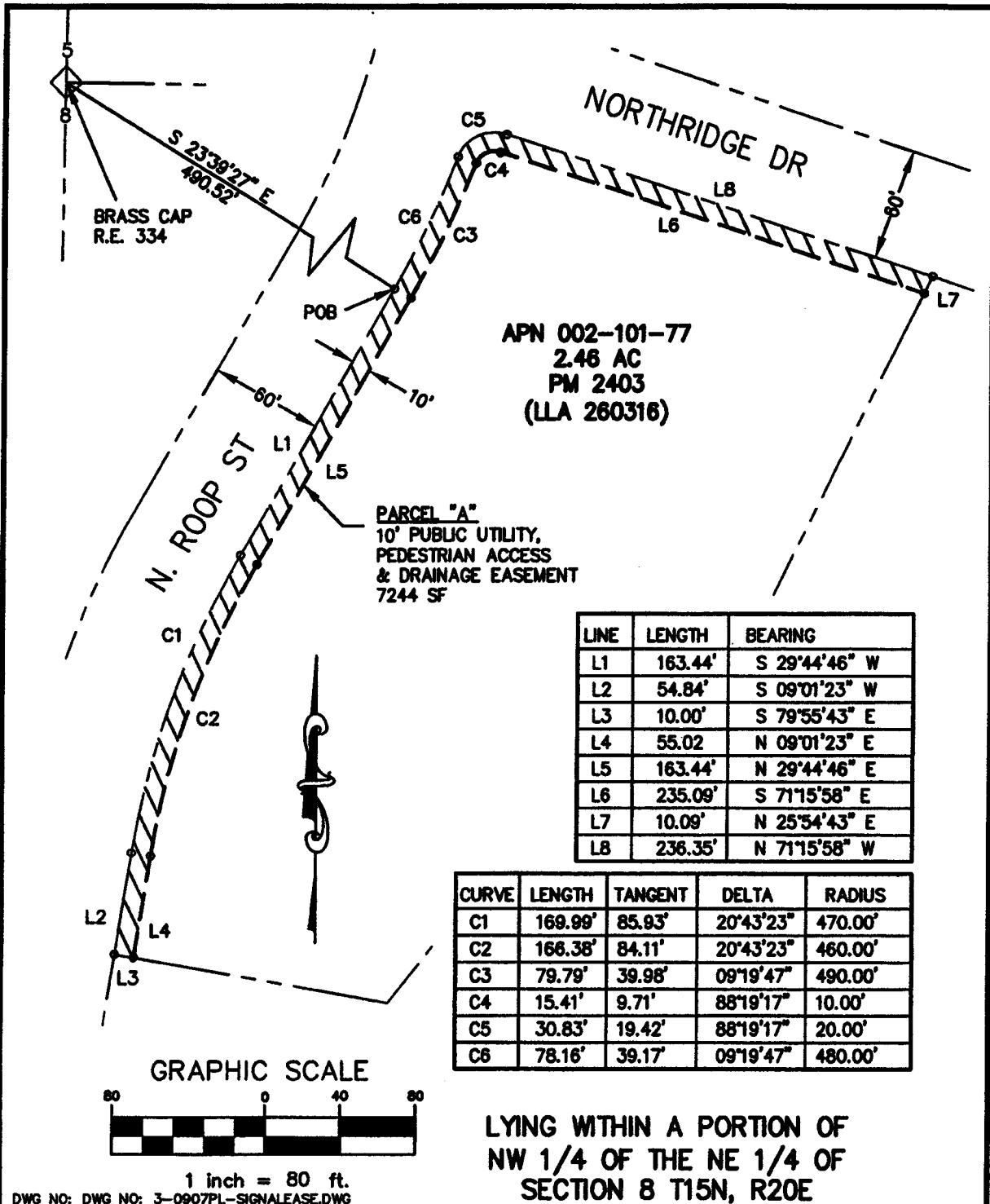
thence along a curve to the Right having a radius of 480.00 ft. and a central angle of 09° 19' 47", for an arc length of 78.16 ft., said curve having a chord bearing of N 25° 04' 53" E for 78.07 ft. to the TRUE POINT OF BEGINNING;

Containing 7,244 Square Feet, more or less, along with and subject to all easements, whether record or not.

Basis of Bearing: NAD 83/94 Nevada State Plane Coordinate System, West Zone.

Reference: Record of Survey, Carson City Map no. 2403

Prepared by:  
Carson City Public Works



LINE	LENGTH	BEARING
L1	163.44'	S 29°44'46" W
L2	54.84'	S 09°01'23" W
L3	10.00'	S 79°55'43" E
L4	55.02'	N 09°01'23" E
L5	163.44'	N 29°44'46" E
L6	235.09'	S 71°15'58" E
L7	10.09'	N 25°34'43" E
L8	236.35'	N 71°15'58" W

CURVE	LENGTH	TANGENT	DELTA	RADIUS
C1	169.99'	85.93'	20°43'23"	470.00'
C2	166.38'	84.11'	20°43'23"	460.00'
C3	79.79'	39.98'	09°19'47"	490.00'
C4	15.41'	9.71'	88°19'17"	10.00'
C5	30.83'	19.42'	88°19'17"	20.00'
C6	78.16'	39.17'	09°19'47"	480.00'

LYING WITHIN A PORTION OF  
NW 1/4 OF THE NE 1/4 OF  
SECTION 8 T15N, R20E

<p><b>CARSON CITY</b> <b>ENGINEERING DEPARTMENT</b> 3505 BUTTI WAY CARSON CITY, NEVADA 89701 PH: 887-2355 FAX: 887-2164</p>	<p><b>PARCEL "A"</b> <b>PUBLIC UTILITY, PEDESTRIAN ACCESS</b> <b>&amp; DRAINAGE EASEMENT</b></p>	<p>Exhibit "D2"</p>
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APN 002-104-01

AFTER RECORDING RETURN TO:  
JEFF SHARP  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NV 89701-3498

**EASEMENT DEED**

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Roop Northridge Group LLC, hereinafter called GRANTOR, and the CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

**WITNESSETH:**

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement for public purposes upon, over and across certain real property; said easement is shown and more fully described in Exhibits "E1" and "E2", attached hereto and made a part hereof:

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

APN 002-104-01

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

GRANTOR

Randal S. Kuckenmeister, Manager – Roop Northridge Group LLC

STATE OF NEVADA )  
  ) SS.  
COUNTY OF CARSON CITY )

This instrument was acknowledged before me on December 16, 2011,

NOTARY PUBLIC



CITY:

REVIEWED AND RECOMMENDED BY:

Jeff Sharp, P.E.  
City Engineer

12-16-11  
Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney

12/22/11  
Date

ROBERT L. CROWELL, MAYOR

Date

ATTEST:

ALAN GLOVER, Clerk-Recorder

Date

**Exhibit "E"**

Page 2 of 2



**Parcel B**  
**Legal Description to Support a Dedication of**  
**A Permanent Public Utility, Pedestrian Access and**  
**Drainage Easement on**  
**APN 002-104-01**

A permanent easement located within the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; being more particularly described as:

COMMENCING at the Northwest 1/4 Corner of the Northeast 1/4 of Section 8, Township 15 North, Range 20 East, M.D.M. as shown on the Record of Survey, recorded in the Carson City's Recorder's Office as Map Number 2079, File Number 169706, on December 1, 1994, thence South 89° 04' 56" East 260.00 ft.; to a point at the northwest corner of said permanent easement, being the TRUE POINT OF BEGINNING:

thence South 00° 01' 54" East, 131.45 ft.;

thence along a curve to the Right having a radius of 480.00 ft. and a central angle of 08° 56' 32", for an arc length of 74.91 ft., said curve having a chord bearing of S 04° 26' 22" W for 74.84 ft.;

thence along a curve to the Left having a radius of 20.00 ft. and a central angle of 13° 45' 43", for an arc length of 4.80 ft., said curve having a chord bearing of S 02° 01' 57" W for 4.79 ft.;

thence South 71° 15' 58" East, 18.00 ft.;

thence North 22° 58' 09" West, 15.79 ft.;

thence along a non-tangent curve to the Left having a radius of 490.00 ft. and a central angle of 08° 17' 21", for an arc length of 70.89 ft., said curve having a chord bearing of S 04° 06' 47" W for 70.89 ft.;

thence North 00° 01' 54" West, 206.54 ft.;

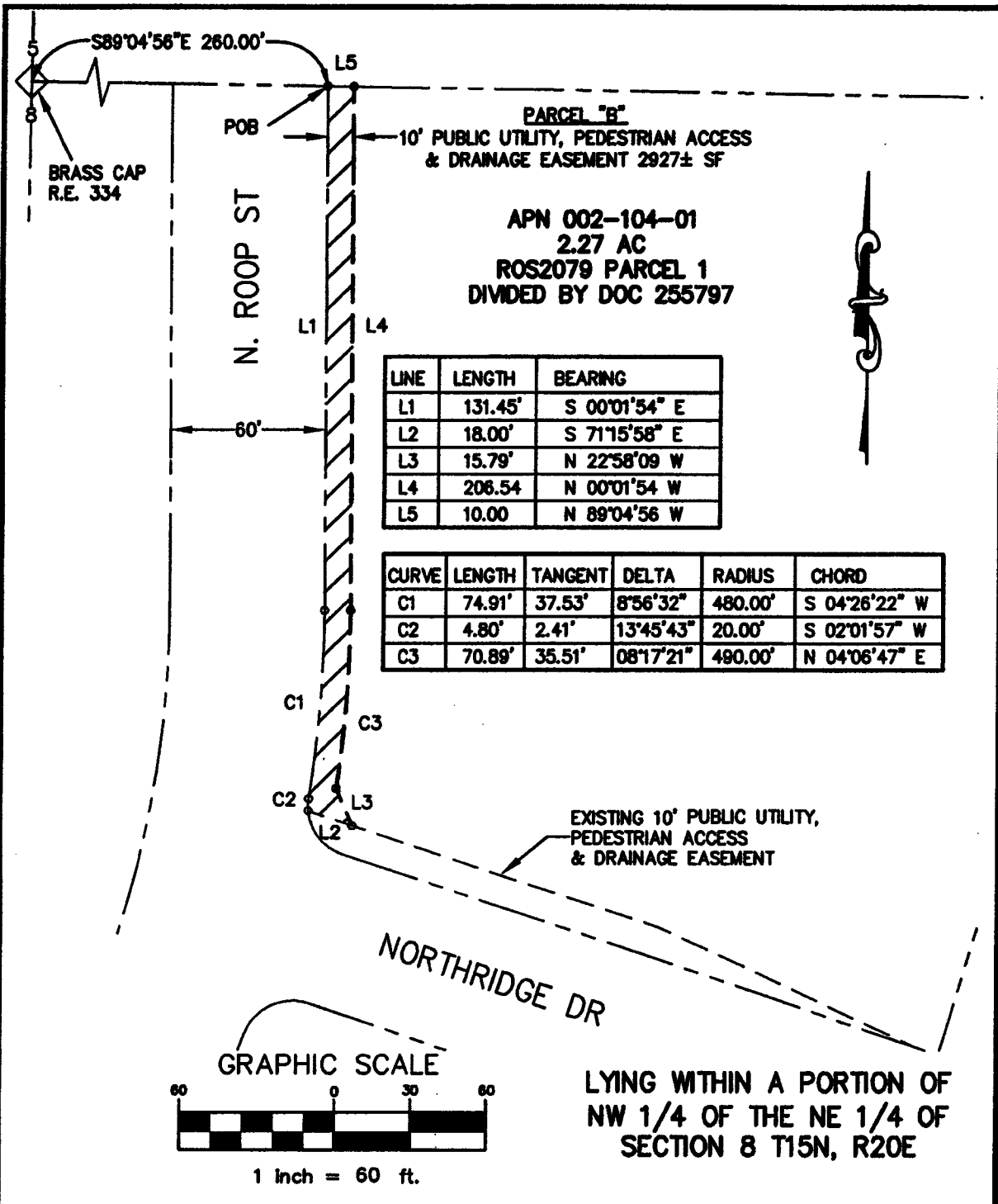
thence North 89° 04' 56" West, 10.00 ft., to the TRUE POINT OF BEGINNING;

Containing 2,927 Square Feet, more or less, along with and subject to all easements, whether record or not.

Basis of Bearing: NAD 83/94 Nevada State Plane Coordinate System, West Zone.

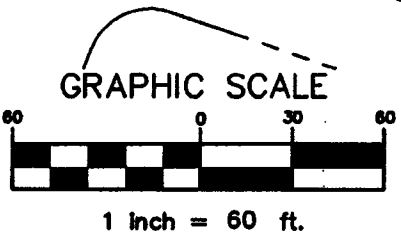
Reference: Record of Survey, Carson City Map no. 2079

Prepared By Carson City Public Works



LINE	LENGTH	BEARING
L1	131.45'	S 00°01'54" E
L2	18.00'	S 71°15'58" E
L3	15.79'	N 22°58'09" W
L4	206.54'	N 00°01'54" W
L5	10.00'	N 89°04'56" W

CURVE	LENGTH	TANGENT	DELTA	RADIUS	CHORD
C1	74.91'	37.53'	8°56'32"	480.00'	S 04°26'22" W
C2	4.80'	2.41'	13°45'43"	20.00'	S 02°01'57" W
C3	70.89'	35.51'	08°17'21"	490.00'	N 04°06'47" E



LYING WITHIN A PORTION OF  
NW 1/4 OF THE NE 1/4 OF  
SECTION 8 T15N, R20E

DWG NO: DWG NO: 3-0907PL-SIGNALEASE.DWG

**CARSON CITY**  
**ENGINEERING DEPARTMENT**  
3505 BUTTI WAY CARSON CITY, NEVADA 89701  
PH: 887-2355 FAX: 887-2164

**PARCEL "B"**  
**PUBLIC UTILITY, PEDESTRIAN ACCESS**  
**& DRAINAGE EASEMENT**

Exhibit  
"E2"

APN 002-103-01

AFTER RECORDING RETURN TO:  
JEFF SHARP  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NV 89701-3498

**EASEMENT DEED**

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Roop Northridge Group LLC, hereinafter called GRANTOR, and the CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

**WITNESSETH:**

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement for public purposes upon, over and across certain real property; said easement is shown and more fully described in Exhibits "F1" and "F2", attached hereto and made a part hereof:

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

APN 002-103-01

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

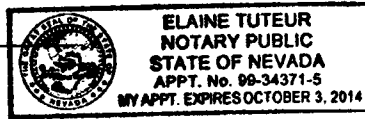
GRANTOR

Randal S. Kuckenmeister, Manager – Roop Northridge Group LLC

STATE OF NEVADA )  
                                  ) SS.  
COUNTY OF CARSON CITY )

This instrument was acknowledged before me on December 16, 2011.

Elaine Tuteur  
NOTARY PUBLIC



CITY:

REVIEWED AND RECOMMENDED BY:

Jeff Sharp 12-16-11  
Jeff Sharp, P.E. Date  
City Engineer

APPROVED FOR LEGALITY AND FORM:

Randy 12/22/11  
Carson City District Attorney Date

ROBERT L. CROWELL, MAYOR Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date

**Parcel "C"**  
**Legal Description to Support a Dedication of**  
**A Permanent Public Utility, Pedestrian Access and**  
**Drainage Easement on**  
**APN 002-103-01**

A permanent easement located within the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; being more particularly described as:

COMMENCING at the Northwest 1/4 Corner of the Northeast 1/4 of Section 8, Township 15 North, Range 20 East, M.D.M. as shown on the Record of Survey, recorded in the Carson City's Recorder's Office as Map Number 2079, File Number 169706, on December 1, 1994, thence South 89° 04' 56" East 190.00 ft.; to a point at the northwest corner of said permanent easement, being the TRUE POINT OF BEGINNING:

thence South 00° 01' 54" East, 207.87 ft.;

thence along a curve to the Right having a radius of 410.00 ft. and a central angle of 29° 46' 42", for an arc length of 213.09 ft., said curve having a chord bearing of S 14° 51' 27" W for 210.70 ft.;

thence South 29° 44' 46" West, 163.44 ft.;

thence along a curve to the Left having a radius of 540.00 ft. and a central angle of 20° 43' 22", for an arc length of 195.31 ft., said curve having a chord bearing of S 19° 23' 05" W for 194.24 ft.;

thence South 09° 01' 23" West, 5.39 ft.;

thence South 00° 47' 47" West, 69.89 ft.;

thence North 09° 01' 23" East, 74.56 ft.;

thence along a curve to the Right having a radius of 530.00 ft. and a central angle of 20° 43' 22", for an arc length of 191.69 ft., said curve having a chord bearing of N 19° 23' 05" E for 190.65 ft.;

thence North 29° 44' 46" East, 163.44 ft.;

thence along a curve to the Left having a radius of 420.00 ft. and a central angle of 29° 46' 42", for an arc length of 218.29 ft., said curve having a chord bearing of N 14° 51' 27" E for 215.84 ft.;

thence North 00° 01' 54" West, 207.70 ft.;

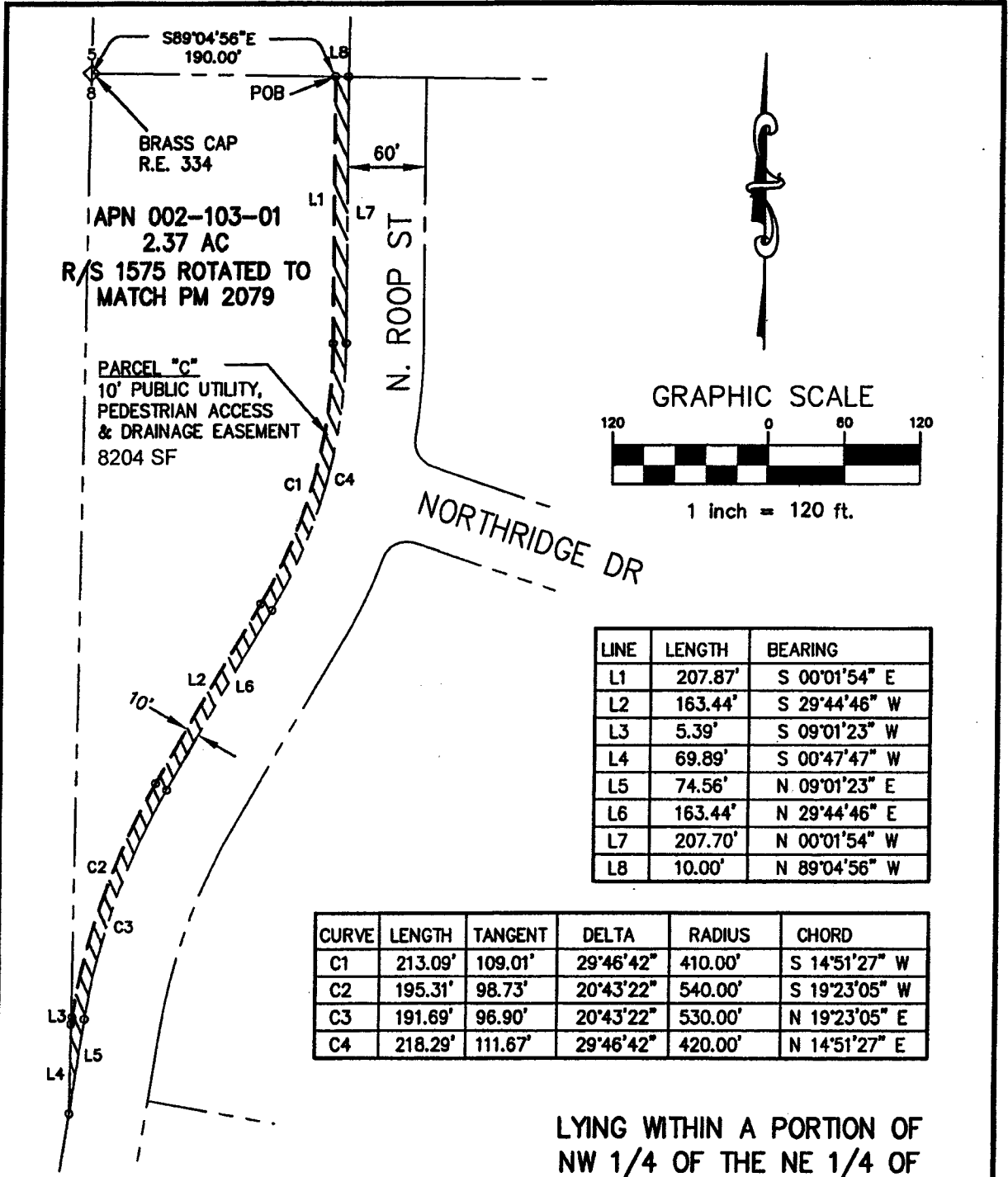
thence North 89° 04' 56" West, 10.00 ft.; to the TRUE POINT OF BEGINNING;

Containing 8,204 Square Feet, more or less, along with and subject to all easements, whether record or not.

Basis of Bearing: NAD 83/94 Nevada State Plane Coordinate System, West Zone.

Reference: Record of Survey, Carson City Map no. 2079

Prepared by: Carson City Public Works



LINE	LENGTH	BEARING
L1	207.87'	S 00°01'54" E
L2	163.44'	S 29°44'46" W
L3	5.39'	S 09°01'23" W
L4	69.89'	S 00°47'47" W
L5	74.56'	N 09°01'23" E
L6	163.44'	N 29°44'46" E
L7	207.70'	N 00°01'54" W
L8	10.00'	N 89°04'56" W

CURVE	LENGTH	TANGENT	DELTA	RADIUS	CHORD
C1	213.09'	109.01'	29°46'42"	410.00'	S 14°51'27" W
C2	195.31'	98.73'	20°43'22"	540.00'	S 19°23'05" W
C3	191.69'	96.90'	20°43'22"	530.00'	N 19°23'05" E
C4	218.29'	111.67'	29°46'42"	420.00'	N 14°51'27" E

LYING WITHIN A PORTION OF  
NW 1/4 OF THE NE 1/4 OF  
SECTION 8 T15N, R20E

DWG NO: DWG NO: 3-0907PL-SIGNALEASE.DWG

**CARSON CITY**  
**ENGINEERING DEPARTMENT**  
3505 BUTTI WAY CARSON CITY, NEVADA 89701  
PH: 887-2355 FAX: 887-2164

**PARCEL "C"**  
**PUBLIC UTILITY, PEDESTRIAN ACCESS**  
**& DRAINAGE EASEMENT**

Exhibit  
"F2"