

Item # 5-7B

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: June 26, 2007

Agenda Date Requested: July 5, 2007
Time Requested: Consent

To: Mayor and Supervisors

From: Development Engineering

Subject Title: Action to approve and authorize the Mayor to sign an agreement between Linkside Place LLC and Carson City whereby Linkside Place LLC agree(s) to sell and convey a portion of that certain real property described as Assessor's Parcel Number 009-551-30, for the appraised value of \$24,500 and to convey a temporary construction easement over a portion of that certain real property described as Assessor's Parcel Number 009-551-30, for the appraised value of \$4,000, for a total amount of \$28,500.

Staff Summary: The Regional Transportation Commission has recommended at their June 13, 2007 meeting that the Board of Supervisors approve the agreement between Linkside Place LLC and Carson City for the acquisition of real property and temporary construction easements necessary to construct roadway improvements for the widening of Fairview Drive. The subject property was appraised by Johnson and Perkins & Associates, Inc.

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 approve and authorize the Mayor to sign an agreement between Linkside Place LLC and Carson City whereby Linkside Place LLC agree(s) to sell and convey a portion of that certain real property described as Assessor's Parcel Number 009-551-30, for the appraised value of \$24,500 and to convey a temporary construction easement over a portion of that certain real property described as Assessor's Parcel Number 009-551-30, for the appraised value of \$4,000, for a total amount of \$28,500.

Explanation for Recommended Board Action: The Carson City Regional Transportation Commission approved a project to widen Fairview Drive from the western right-of-way of the Carson Bypass on the east to Roop Street on the west. Development Services is in the process of acquiring the right-of-way, easements and temporary construction easements necessary to allow the street to be widened.

This real property acquisition consist of 2,874 square feet, more or less, of right-of-way and 2,593 square feet, more or less, for a temporary construction easement over a portion of a lot located at 1851 South Roop Street.

Because the Board of Supervisors has not granted the authority to the Regional Transportation Commission to take title on rights-of-way or easements, approval must be made by the Carson City Board of Supervisors.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 244.265 et. Seq.

Fiscal Impact: \$28,500

Explanation of Impact: The amount of the agreement is based on an evaluations prepared by Johnson and Perkins which was reviewed and approved by the City Engineer.


Funding Source: Regional Transportation Commission

Alternatives: Do not approve the agreement.

Supporting Material: Agreement and Deed, Sketch


Prepared By: Lawrence A Werner, P.E., P.L.S., Development Services Director/City Engineer

Reviewed By:



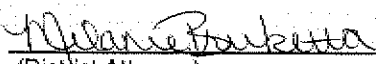
(City Manager)

Date: 6/26/07




(Public Works Director)

Date: 6/26/07



(District Attorney)

Date: 6-26-07



(Finance Director)

Date: 6/26/7

Board Action Taken:

Motion: _____

| | Aye/Nay |
|----------|---------|
| 1) _____ | _____ |
| 2) _____ | _____ |
| 3) _____ | _____ |
| 4) _____ | _____ |
| 5) _____ | _____ |

(Vote Recorded By)

ESCROW INSTRUCTIONS
Carson City

Parcel: Fee Taking
Fairview Widening
Owner: Linkside Place LLC
Escrow # CC-1060517-TO

To: Northern Nevada Title Company

In accordance with the attached agreement between the Grantor and the Carson City please perform the following services:

1. Disburse the sum of \$28,500 which sum will be furnished by Carson City for your deposit in escrow.
2. Issue a title report reflecting all easements, encumbrances and liens of record.
[X] Yes [] No
3. Issue Title Insurance in the amount of \$24,500.
4. Pay all accrued, due or delinquent property taxes, up to and including the date of recording, public improvement bonds, sewer use fees or assessments, together with penalties, if any, to which this parcel is subject.
5. Obtain all total or partial reconveyances or releases of interest which are necessary to unencumber the property.
6. Record the instrument conveying title or interest to the City of Carson, in the name of the City.
7. Furnish a copy of the closing statements, acknowledged by Grantor, to both Grantor and CITY showing the complete breakdown of disbursements out of the escrow.
8. Full payment of escrow fees to be made upon completion and receipt of all items listed above.
9. The City of Carson is not responsible for and will not pay any real estate commissions nor will any real estate commissions be deducted from funds placed in escrow.
10. In preparing IRS Form 1099 damages indicated on the Agreement are not to be reported.
11. If escrow is not ready to close within six (6) weeks of receipt of funds from Carson City, said funds are to be deposited into an interest bearing account in favor of the City.

You are to bill separately to the City of Carson and outside of the escrow any or all of the following costs.

- | | |
|-------------------------|---|
| 1. Escrow fees | 4. Prepayment penalty, if any. |
| 2. Escrow holder's fees | 5. Recording fees for reconveyances and releases |
| 3. Conveyancing fees | 6. Title insurance policy costs if ordered herein |

Escrow Officer Date

[Signature] 6/6/07
City Engineer Date

[Signature]
LINKSIDE PLACE LLC
Brent Combs Member BAR 5/17/07

Grantor Date

Grantor Date

Grantor Date

AFTER RECORDING RETURN TO:
LAWRENCE A. WERNER, P.E., R.L.S.
CARSON CITY DEVELOPMENT SERVICES
ENGINEERING DIVISION
2621 NORTHGATE LANE, SUITE 6
CARSON CITY, NV 89706
APN 009-551-30

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2007, between Linkside Place LLC, A Nevada Limited Liability Company, hereinafter called the OWNER, and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called the CITY,

WITNESSETH:

1. The OWNER, for and in consideration of the covenants and payments to be performed and paid as hereinafter provided agrees as follows:

(a) To convey all that certain real property for the purpose of widening Fairview Drive and the associated improvements upon over and across the subject property (009-551-30) to the CITY, its assigns; said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

(b) To convey a temporary construction easement for the purpose of widening Fairview Drive and the associated improvements upon over and across the subject property (009-551-30) to the CITY, its assigns; said temporary construction easement situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBITS "B" attached hereto and made a part hereof.

(c) To convey permission for construction outside right-of-way for the purpose of widening Fairview Drive and the associated improvements upon over and across the subject property (009-551-30) to the CITY, its assigns; said temporary construction easement situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBITS "C" attached hereto and made a part hereof.

(d) To deliver to the CITY a deed for the property described in section 1 (a) of this agreement conveying all that said real property free and clear of any and all liens and encumbrances, together with said abutter's rights, including access rights, appurtenant to the adjacent remaining property of the OWNER.

(e) To deliver to the CITY a temporary easement deed for the property described in section 1 (b) of this agreement.

(f) To deliver to the CITY an agreement for construction outside of right-of-way for the property described in section 1 (c) of this agreement.

(g) To be responsible for said premises, including risk and liability for loss or damage including all repairs and/or maintenance to said premises until such date as OWNER has delivered the before mentioned deed to the CITY, or such date as OWNER has given physical possession of said premises to the CITY.

(h) To permit the CITY or its authorized agents, assignees and contractors to enter in and upon OWNER's before mentioned lands, which are herein agreed to be conveyed for the purposes of inspection, land survey, environmental analysis and engineering upon execution of this agreement.

(i) 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 any alleged negligent or willful acts or omissions of OWNER, their officers, employees and/or agents arising out of performance of the 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 attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

(a) To pay the OWNER in the manner hereinafter provided the sum of **TWENTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$28,500.00)**, which shall be the total purchase price for all said real property and property rights to be conveyed.

(b) 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 any alleged negligent or willful acts or omissions of CITY, their officers, employees and/or agents arising out of performance of the 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 attorneys 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 all of the facilities and improvements constructed within this agreement 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 the 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 constitute a default breach of this agreement. If OWNER or CITY fails, neglects, or refuses to cure the default upon the 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 and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

(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 shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.

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

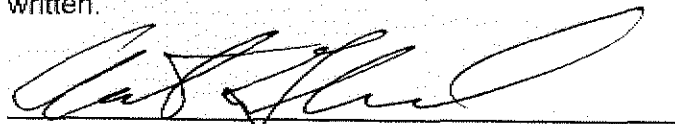
(h) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, as the case may be, of the respective parties.

(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) That CITY shall have the right to adapt and improve the whole or any part of said property 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.

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


Linkside Place, LLC Date
Albert Garland, Member

STATE OF Ca
Butte County

On this 31 day of May, 2007, personally appeared before me, the undersigned, a Notary Public in and for the _____, State of _____, _____ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

CITY:

REVIEWED AND RECOMMENDED BY:


LAWRENCE A. WERNER, P.E., R.L.S. 6/6/17
Date
City Engineer

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date



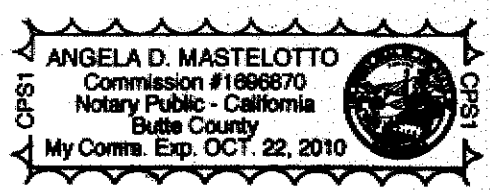
STATE OF Ca } ss.
COUNTY OF Butte

On 5/31/07, before me Angela D. Mastelotto NOTARY PUBLIC,
personally appeared Albert Garland

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Angela D. Mastelotto



(This area for official notarial seal)

Title of Document Agreement
Date of Document not dated No. of Pages 4
Other signatures ~~not~~ acknowledged Albert Garland only

APN 009-551-30

AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.
CARSON CITY DEVELOPMENT SVCS
CARSON CITY ENGINEERING
2621 NORTHGATE LANE, SUITE 54
CARSON CITY, NV 89706

LEGAL DESCRIPTION PREPARED BY:
LAWRENCE A. WERNER, P.E., R.L.S.
2621 NORTHGATE LANE, SUITE 6
CARSON CITY, NV 89706

DEED

THIS DEED, made this 17 day of May, 2007, between Linkside Place LLC, A Nevada Limited Liability Company, hereinafter called GRANTOR, and 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, bargain, and sell unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, all that certain real property for roadway purposes, upon, over and across said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibits A and B 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, including the right of the public to travel over and across and to recreate upon said land.

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

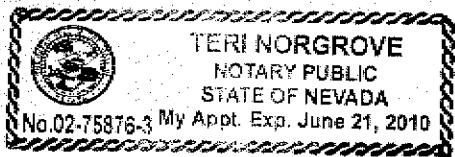
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

LINKSINS DEERE LLC
Albert Garland 5/17/07
Name Date

STATE OF Nevada

On this 17th day of May, 2007, personally appeared before me, the undersigned, a Notary Public in and for the State of Nevada, Albert Garland personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Teri Norgrove

Name Date

STATE OF _____

On this _____ day of _____, 20____, personally appeared before me, the undersigned, a Notary Public in and for the _____, State of _____, _____ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

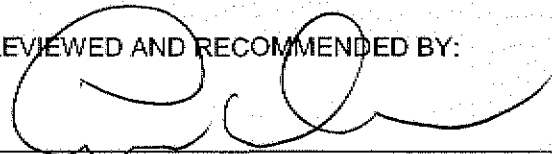
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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

APN 009-551-30

CITY:

REVIEWED AND RECOMMENDED BY:



LAWRENCE A. WERNER, P.E., P.L.S. *Date*
City Engineer

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney *Date*

MARV TEIXEIRA, Mayor *Date*

ATTEST:

ALAN GLOVER, Clerk-Recorder *Date*

HVH DEVELOPMENT
Right of Way
APN 009-551-30
LEGAL DESCRIPTION

January 24, 2007

A parcel of land located within a portion of E ½ NE ¼ SW ¼ Section 20, Township 15 N., Range 20 E. M.D.M., Carson City, Nevada, being more particularly described as follows:

BEGINNING at the Southwest Corner of the parcel identified as Assessor's Parcel Number 009-551-30, as shown on Exhibit B as "POB" attached hereto:

thence N 00° 21' 55" E, 31.73 feet;

thence 31.67 feet along the arc of a curve to the left having a central angle of 77° 13' 31", a radial bearing of N 79° 36' 19" E and a radius of 23.50 feet;

thence S 87° 37' 12" E, 178.57 feet;

thence S 86° 36' 00" E, 166.11 feet;

thence 9.10 feet along the arc of a curve to the left having a central angle of 00° 03' 08" and a radius of 9966.00 feet;

thence N 89° 14' 18" W, 375.70 feet to the POINT OF BEGINNING.

Containing 2,873 square feet, more or less.

BASIS OF BEARING

NORTH 28°51'14" EAST, BEING THE GRID BEARING BETWEEN NEVADA DEPARTMENT OF TRANSPORTATION MONUMENTS 433008M AND 433011M, USING NAD 27 (NEVADA WEST) VALUES AS SHOWN:

433008M (GRID) NORTHING 1605478.42 EASTING 170854.32

433011M (GRID) NORTHING 1610088.41 EASTING 174009.16

(VALUES SHOWN ARE IN U.S. SURVEY FEET)

THE NDOT AREA COMBINED FACTOR OF .9997992940 WAS USED TO CONVERT TO GROUND COORDINATES.

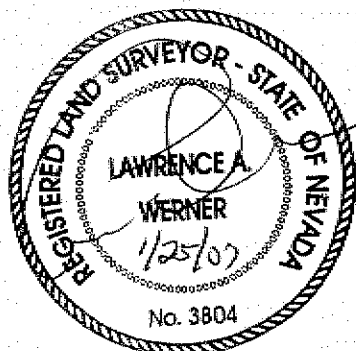
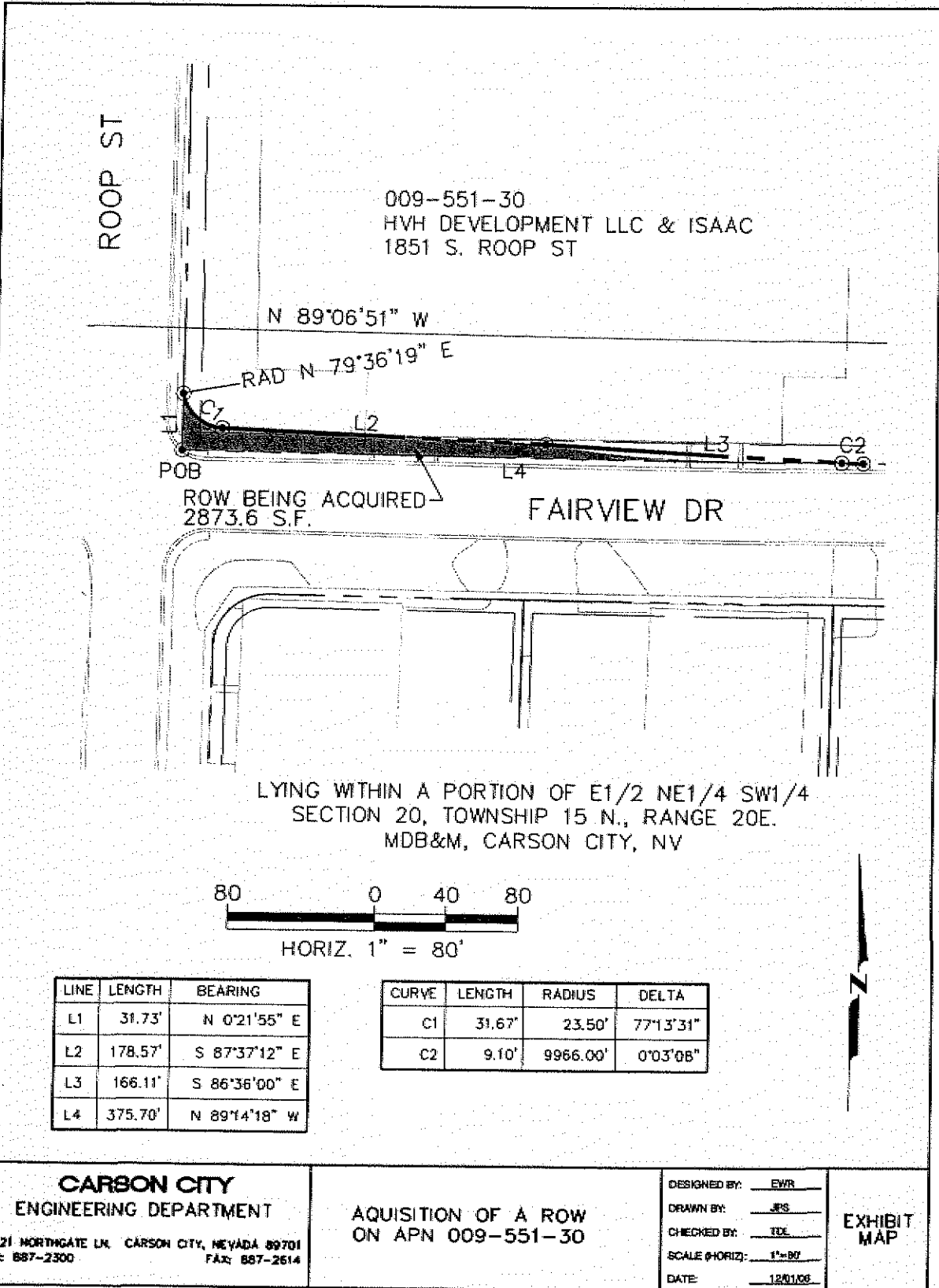


Exhibit A

ETP 6-30-08

Exhibit B
APN 009-551-30



CARSON CITY
ENGINEERING DEPARTMENT
2621 NORTHGATE LN. CARSON CITY, NEVADA 89701
PH: 887-2300 FAX: 887-2614

AQUISITION OF A ROW
ON APN 009-551-30

DESIGNED BY: EWR
DRAWN BY: JFS
CHECKED BY: TDL
SCALE (HORIZ): 1"=80'
DATE: 12/1/08

EXHIBIT
MAP

APN 009-551-30

AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.
CARSON CITY DEVELOPMENT SVCS
CARSON CITY ENGINEERING
2621 NORTHGATE LANE, SUITE 54
CARSON CITY, NV 89706

LEGAL DESCRIPTION PREPARED BY:
LAWRENCE A. WERNER, P.E., R.L.S.
2621 NORTHGATE LANE, SUITE 6
CARSON CITY, NV 89706

TEMPORARY EASEMENT DEED

THIS TEMPORARY EASEMENT DEED, made this 17 day of May, 2007, between Linkside Place LLC, A Nevada Limited Liability Company, hereinafter called GRANTOR, and 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, bargain, and sell unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, all that certain real property for roadway purposes, upon, over and across said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

The above described temporary rights granted by this instrument shall commence upon written notice from CITY and shall terminate on twenty four (24) months later.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this temporary easement deed.

APN 009-551-30

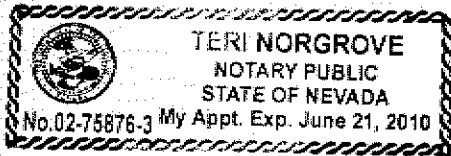
IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

LINKSIDE PAPER LLC
Albert Garland 5/17/07
Name Date
MEMBER

STATE OF Nevada

On this 17th day of May, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, Albert Garland personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

CITY:

Teri Norgrove

REVIEWED AND RECOMMENDED BY:

Lawrence A. Werner
LAWRENCE A. WERNER, P.E., P.L.S. Date
City Engineer

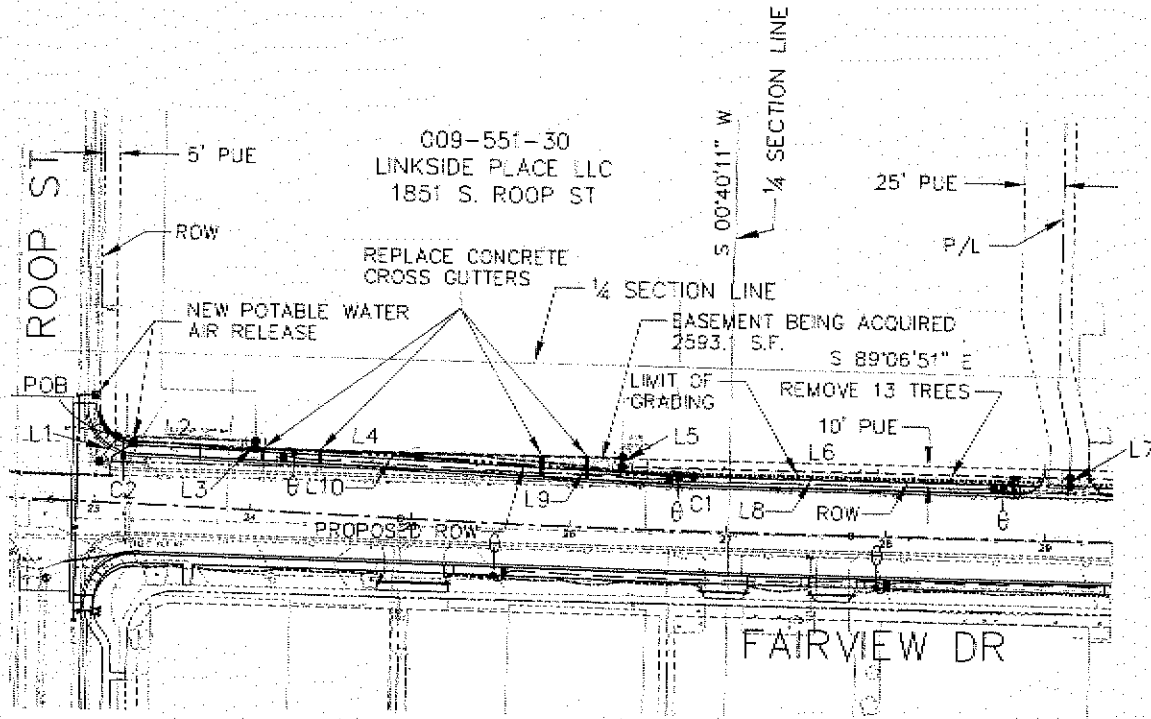
APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

MARV TEIXEIRA, Mayor Date

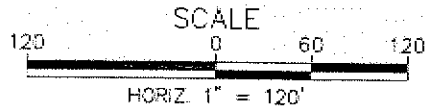
ATTEST:

ALAN GLOVER, Clerk-Recorder Date



LYING WITHIN A PORTION OF E1/2 NE1/4 SW1/4
 AND W1/2 NW1/4 SE1/4
 SECTION 20, TOWNSHIP 15 N., RANGE 20E.
 MDB&M, CARSON CITY, NV

| LINE | LENGTH | BEARING |
|------|---------|---------------|
| L1 | 19.45' | N 37°04'17" E |
| L2 | 87.85' | S 88°51'27" E |
| L3 | 4.49' | S 01°23'16" W |
| L4 | 230.49' | S 89°16'16" E |
| L5 | 5.73' | S 00°43'39" W |
| L6 | 282.33' | S 89°14'18" E |
| L7 | 5.00' | S 00°36'13" W |
| L8 | 236.45' | N 89°14'18" W |
| L9 | 166.11' | N 86°36'00" W |
| L10 | 178.57' | N 87°37'12" W |



| CURVE | LENGTH | RADIUS | DELTA |
|-------|--------|----------|-----------|
| C1 | 9.10' | 9966.00' | 00°03'08" |
| C2 | 11.14' | 23.50' | 27°10'07" |

CARSON CITY
 ENGINEERING DEPARTMENT

2621 NORTHGATE LN. CARSON CITY, NEVADA 89701
 PH: 867-2300 FAX: 867-2614

EXHIBIT A
 FOR APN 009-551-30

DESIGNED BY: EWG
 DRAWN BY: ELC
 CHECKED BY: TDL
 SCALE (HORIZ): 1"=120'
 DATE: 3/5/07

EXHIBIT
MAP

LINKSIDE PLACE LLC
Temporary Construction Easement
APN 009-551-30
LEGAL DESCRIPTION

April 18, 2007

A parcel of land located within a portion of E ½ NE ¼ SW ¼ and W ½ NW ¼ SE ¼ Section 20, Township 15 N., Range 20 E. M.D.M., Carson City, Nevada, being more particularly described as follows:

BEGINNING at the Southwest Corner of the parcel identified as Assessor's Parcel Number 009-551-30, as shown on Exhibit A as "POB" attached hereto:

thence N 37° 04' 71" E, 19.45 feet;
thence S 88° 51' 27" E, 87.85 feet;
thence S 01° 23' 16" W, 4.49 feet;
thence S 89° 16' 16" E, 230.49 feet;
thence S 00° 43' 39" W, 5.73 feet;
thence S 89° 14' 18" E, 282.33 feet;
thence S 00° 36' 13" W, 5.00 feet;
thence N 89° 14' 18" W, 236.45 feet;
thence 9.10 feet along the arc of a curve to the right having a central angle of 00° 03' 08", and a radius of 9,966.00 feet;
thence N 86° 36' 00" W, 166.11 feet;
thence N 87° 37' 12" W, 178.57 feet;
thence 11.14 feet along the arc of a curve to the right having a central angle of 28° 10' 07" and a radius of 23.50 feet to the POINT OF BEGINNING.

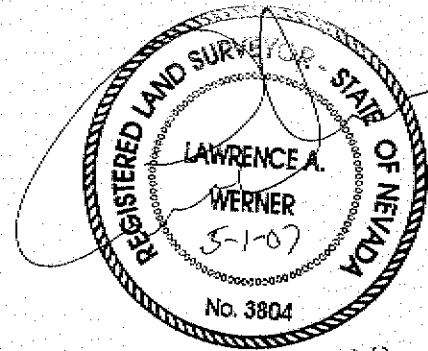
Containing 2,595 square feet, more or less.

BASIS OF BEARING

NORTH 28°51'14" EAST, BEING THE GRID BEARING BETWEEN NEVADA DEPARTMENT OF TRANSPORTATION MONUMENTS 433008M AND 433011M, USING NAD 27 (NEVADA WEST) VALUES AS SHOWN:

433008M (GRID) NORTHING 1605478.42 EASTING 170854.32
433011M (GRID) NORTHING 1610088.41 EASTING 174009.16
(VALUES SHOWN ARE IN U.S. SURVEY FEET)

THE NDOT AREA COMBINED FACTOR OF .9997992940 WAS USED TO CONVERT TO GROUND COORDINATES.



ETP 6-30-08

Exhibit B

AGREEMENT FOR CONSTRUCTION
OUTSIDE RIGHT-OF-WAY

THIS AGREEMENT, entered into this 25th day of May, 2007,
by and between Linkside Place LLC, A Nevada Limited Liability Company, hereinafter referred to as OWNER,
and CARSON CITY, A CONSOLIDATED MUNICIPALITY, hereinafter referred to as CITY,

WITNESSETH:

WHEREAS, pursuant to the provisions contained in NRS Chapter 271, the CITY may enter into
agreements necessary to carry out the provisions of the chapter; and

WHEREAS, the CITY proposes to widen Fairview Drive.

WHEREAS, the CITY proposes to construct, as part of the widening of Fairview Drive, reconstruct
driveways, landscape replacement, reconstruct concrete roof drains and grading (collectively, Improvements)
upon OWNER'S adjacent land identified as being a portion of APN 009-551-30 and depicted by highlighting on
Exhibit "A" attached hereto and made a part hereof by reference (The Property).

WHEREAS, the construction of said Improvements is in the best interest of the public and Carson City.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it
is hereby agreed by and between the parties hereto as follows:

OWNER AGREES:

1. To permit the CITY, its authorized agents, contractors and contractors' authorized agents and
contractors entry upon The Property.
2. To indemnify, hold harmless and defend the CITY for and against all claims for damage or
compensation for bodily injury or property loss for and on account of the exercise of the rights granted by this
agreement, except the performance of the obligations on the part of the CITY as herein stipulated.

CITY AGREES:

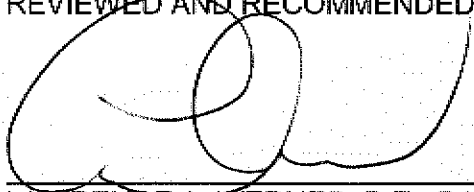
1. To construct, or have constructed, the Improvements upon The Property.
2. To leave The Property upon which entry is required in as neat and presentable a condition as
existed prior to the CITY's entry for construction of the Improvements
3. To the extent provided by law, including but not limited to the provisions of Nevada Revised
Statutes Chapter 41, the CITY agrees to indemnify and hold harmless OWNER from and against any liability
arising out of the exercises of the rights granted pursuant to this agreement proximately caused by any act or
omission of the CITY, or its officers, agents and employees.

IT IS MUTUALLY AGREED:

1. CITY will not be responsible for the maintenance of the Improvements after construction.
2. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.
3. This agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.
4. 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.
5. 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.
6. That CITY shall have the right to adapt and improve the whole or any part of The Property in accordance with the provisions of N.R.S. 271.265.
7. 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.

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

OWNER, *LIMESIDE PUMP LLC*
Pat [Signature]
 MEMBER
 By: _____
 Date 5/17/07

REVIEWED AND RECOMMENDED BY:


 LAWRENCE A. WERNER, P.E., P.L.S. Date 5/25/07
 City Engineer

STATE OF _____

On this _____ day of _____, 20____, personally appeared before me, the undersigned, a Notary Public in and for the _____, State of _____, _____ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

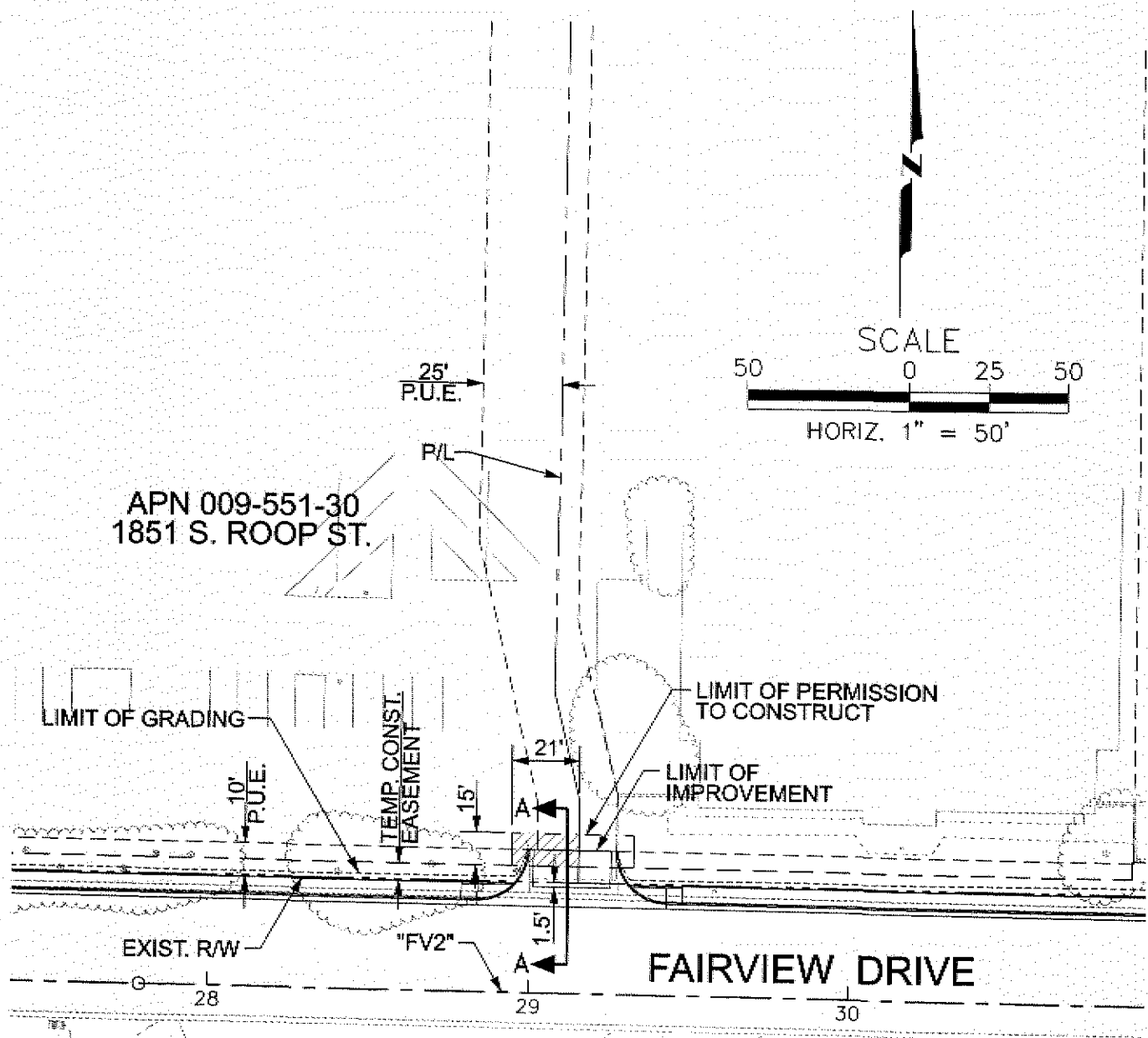
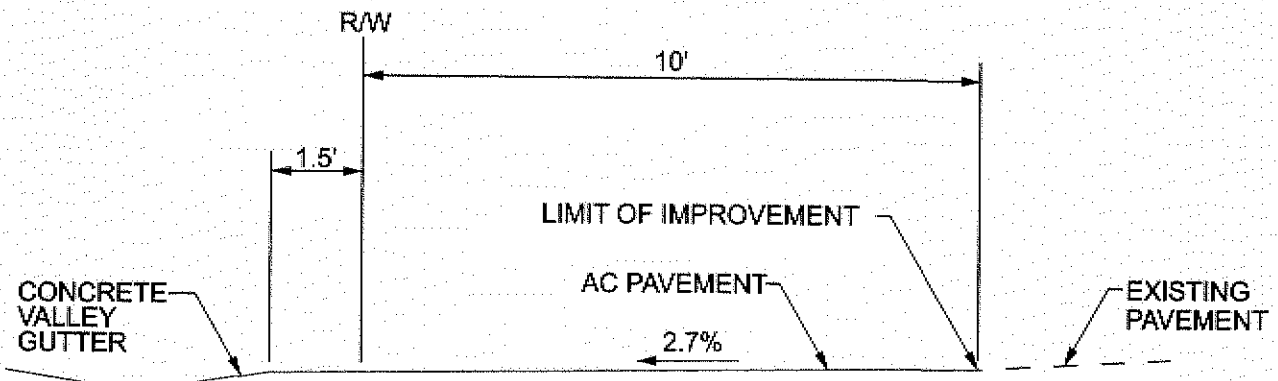


EXHIBIT "A"



SECTION A-A

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See specific instructions on page 2.

Name (as shown on your income tax return)
BERT LANLAND MEMBER

Business name, if different from above
LINKSIDE PLACE LLC

Check appropriate box: Individual Sole proprietor Corporation Partnership Other LLC Exempt from backup withholding

Address (number, street, and apt. or suite no.)
Box 5373

City, state, and ZIP code
INCLINE VILLAGE NV 89450

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
 | | + | + | | |
 or

Employer identification number
210-1171-131015

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person [Signature] Date 5/17/0

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,