

City of Carson City
Agenda Report

Item # 120

Juan

Date Submitted: March 11, 2008

Agenda Date Requested: March 20, 2008
Time Requested:

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to approve Resolution No. _____, a resolution accepting a 77-acre donation of real estate from the Casey Trust for lands located south of Lakeview and west of the Silver Oak Golf Course, APN 7-092-08.

Staff Summary: The Casey Trust obtained prior approval for a planned unit development on a parcel containing 80 acres in total. The development is to take place in a clustered form within three acres and the remaining 77 acres are to be donated to Carson City for Open Space purposes.

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: Move to approve Resolution No. _____, a resolution accepting a 77-acre donation of real estate from the Casey Trust for lands located south of Lakeview and west of the Silver Oak Golf Course, APN 7-092-08.

Explanation for Recommended Board Action: In accordance with the provision of the Carson City Municipal Code, Chapter 13.06, the Board may accept lands by resolution and upon the recommendation of the Open Space Advisory Committee. The Open Space Advisory Committee reviewed this developed proposal and recommended the acceptance of the 77 acres into the Open Space Program.

Applicable Statute, Code, Policy, Rule or Regulation: C.C.M.C., Chapter 13.06.010

Fiscal Impact:

Approximately \$2,000 from the Open Space acquisition account for completing the transaction.
Approximately \$1,266 will be lost revenue from the ad valorem tax for 2007-08.

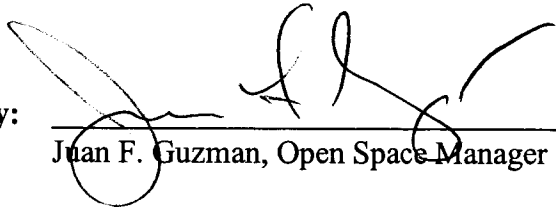
Explanation of Impact: Open Space funds will be used for escrow related costs, such as title insurance.

Funding Source: Open Space acquisition account

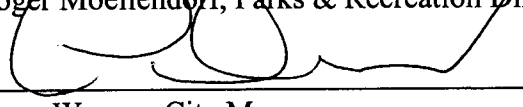
Alternatives: Not to approve the resolution accepting the land donation.


Supporting Material:

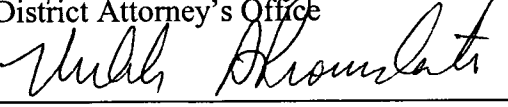
- Resolution accepting land donation
- Escrow documents
- Minutes of the February 16, 2006, Board of Supervisors meeting
- Minutes of the November 21, 2005, Open Space Advisory Committee meeting
- Preliminary Report prepared by Northern Nevada Title Company dated March 11, 2008

Prepared By:  **Date:** 3, 11, 08
Juan F. Guzman, Open Space Manager

Reviewed By:  **Date:** 3, 14, 08
Roger Moellendorf, Parks & Recreation Director

 **Date:** 3, 11, 08
Larry Werner, City Manager

 **Date:** 3, 11, 08
District Attorney's Office

 **Date:** 3, 11, 08
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay
2: _____

(Vote Recorded By)

1 **RESOLUTION NO.** _____

2 A RESOLUTION OF THE CARSON CITY BOARD OF
3 SUPERVISORS ACCEPTING A 77-ACRE DONATION OF REAL
4 ESTATE FROM THE CASEY TRUST FOR LAND LOCATED
5 SOUTH OF LAKEVIEW AND WEST OF THE SILVER OAK
6 GOLF COURSE, ASSESSOR PARCEL# 7-092-08.

7 WHEREAS, Carson City Municipal Code, Chapter 13.06, establishes that it is the
8 objective of the Open Space Program to promote quality of life for citizens of Carson City
9 through the management, preservation, and protection of the quality of the natural environment
10 which has given Carson City much of its character; and

11 WHEREAS, Carson City continues to grow, open spaces should be provided and woven
12 into the fabric of the City; and

13 WHEREAS, Carson City Municipal Code, Section 13.06.010, provides that Carson City
14 encourages residents of this community and other concerned persons or parties to donate certain
15 lands or funds for use in the Open Space Program; and

16 WHEREAS, the Board of Supervisors may, by resolution, accept properties not acquired
17 with Open Space funds into the Open Space Program after a recommendation from the Open
18 Space Advisory Committee; and

19 WHEREAS, the Open Space Advisory Committee recommends the transfer of
20 ownership of approximately 77 acres of unimproved land located west of the Silver Oak Golf
21 Course and south of the Lakeview Subdivision, APN 7-092-08; and

22 WHEREAS, the Open Space Advisory Committee voted by a majority to recommend to
23 the Board of Supervisors the acceptance of this donation; and

24 WHEREAS, the staff of the Open Space Advisory Committee has exercised due
25 diligence in executing an escrow process; and

26 WHEREAS, the deed has been received and reviewed by the office of the District
27 Attorney and the Open Space Advisory Committee staff; and

28 WHEREAS, no flaws have been ascertained that will impede the positive

1 recommendation of the acceptance of this gift by the Board of Supervisors.

2 NOW, THEREFORE, the Board of Supervisors hereby resolves to accept the land
3 donated and expresses our gratitude on behalf of the residents of Carson City to the Casey Trust
4 for the gift to Carson City of the approximately 77 acres of land known as Assessor Parcel
5 Number 7-092-08.

6
7 Adopted this _____ day of _____, 2008.

8
9 AYES: Supervisors _____
10 _____
11 _____
12 _____
13 _____

14 NAYES: Supervisors _____
15 _____

16 ABSTAIN: Supervisors _____

17 ABSENT: Supervisors _____
18

19 _____
20 Marv Teixeira, Mayor

21 ATTEST:

22
23 _____
24 Alan Glover, Clerk-Recorder
25
26
27
28

A.P.N. 007-092-08
Escrow No.: CC-1080193-LS
1080193

RECORDING REQUESTED BY:

MAIL TAX STATEMENTS AND WHEN
RECORDED, MAIL TO:

*Carson City, a Consolidated Municipality of the State
3303 Butti Way, #9*

Carson City, NV 89701

THIS SPACE FOR RECORDER'S USE ONLY

The undersigned grantor(s) declare(s):

Documentary transfer tax is EXEMPT

GRANT, BARGAIN, SALE DEED

That **Paul H. Casey , Trustee of The Paul H. Casey Trust Established January 20, 1987** in consideration of \$10.00 Dollars, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **Carson City, a Consolidated Municipality of the State of Nevada** all that real property in the County of **Carson City, State of Nevada**, bounded and described as follows:

Parcel 2 as shown on Parcel Map No. 2643 for Paul H. Casey, filed for record in the office of the Carson City Recorder, State of Nevada, on March 21, 2007 in Book 10 of Maps at Page 2643 as File No. 365701, Official Records.

THIS PROPERTY HAS BEEN PURCHASED WITH Q18 FUNDS AND IS SUBJECT TO THE PROVISIONS OF THE CCMC.

Together with all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated: March 12, 2008

The Paul H. Casey Trust Established January 20, 1987

By: _____
Paul H. Casey, Trustee

THE WITHIN CONVEYANCE IS HEREBY ACCEPTED BY THE GRANTEE
CARSON CITY, A CONSOLIDATED MUNICIPALITY OF THE STATE OF NEVADA

MARV TEIXEIRA, MAYOR

ATTEST:

ALAN GLOVER, CITY CLERK

STATE OF NEVADA)

COUNTY OF _____)

On _____ personally appeared before me, a Notary Public

PAUL H. CASEY

who acknowledged that he executed the above instrument.

Signature _____
(Notary Public)

State of Nevada Declaration of Value

1. **Assessor Parcel Number(s)**

- a) 007-092-08
- b) _____
- c) _____

2. **Type of Property:**

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo / Twnhse
- d) 2-4 Plex
- e) Apt. Bldg.
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: _____
 Book: _____ Page: _____
 Date of Recording: _____
 Notes: _____

3. **Total Value/Sale Price of Property:**

\$.00

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value

\$.00

Real Property Transfer Tax Due:

\$EXEMPT

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____

5. **Partial Interest: Percentage Being Transferred:** _____ %

The undersigned, declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity _____
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

Print Name: PAUL H. CASEY
 Address: _____
 City: _____
 State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION

Print Name: JUAN GUZMAN
 Address: 3303 BUTTI WAY #9
 City: CARSON CITY
 State: NEVADA Zip: 89701

COMPANY/PERSON REQUESTING RECORDING

Co. Name: Northern Nevada Title Company
 Address: 307 W Winnie Lane #5
 City: Carson City State: NV Zip: 89703-4103

Esc. # CC-1080193-LS

Northern Nevada Title Company

307 W Winnie Lane #5
Carson City, NV 89703-4103
(775)-883-7513 * Fax (775)-887-5065

Estimated Buyer(s) Closing Statement

Dated As of 3/12/2008 10:52:56 AM

Closing Date: 3/31/2008

Escrow No: 1080193 - LS

Escrow Statement of:

Escrow Officer: Liz Svenningsen

Buyer(s):

Carson City, a Consolidated Municipality of the State of Nevada

Seller(s):

Casey Trust Established January 20, 1987

Property Address: 4000 Murphy Drive Carson City, NV 89703

	From	To	DEBITS	CREDITS
<u>Title Charges - Northern Nevada Title Company</u>				
CLTA Owners Owners For \$520,000.00			\$ 1,548.00	
<u>Escrow Charges</u>				
Escrow Fee			\$ 830.00	
Document Fee			\$ 20.00	
Balance Due Escrow				\$ 2,398.00
Totals			\$ 2,398.00	\$ 2,398.00

Carson City, a Consolidated Municipality of the State of Nevada

By: _____
Marv Teixeira, Mayor

SALE
ESCROW INSTRUCTIONS

ESCROW NO.: CC-1080193-LS
DATE: March 12, 2008

TO: Northern Nevada Title Company
307 W Winnie Lane #5
Carson City, NV 89703-4103

ON OR BEFORE March 30, 2008, Buyer(s) will hand you their costs and prorations in the form of a cashier's check, certified funds, or funds acceptable to escrow agent. **TOTAL CONSIDERATION IS \$0.00 (Gift)**

Which you will deliver when you obtain for Buyer(s) account A Deed to the within named vestee for recordation herein and when you can issue your current form of Clta Owners policy of title insurance with liability in the amount of \$520,000.00* on the real property described as:

Parcel 2 as shown on Parcel Map No. 2643 for Paul H. Casey, filed for record in the office of the Carson City Recorder, State of Nevada, on March 21, 2007 in Book 10 of Maps at Page 2643 as File No. 365701, Official Records.

Showing title vested in Carson City, a Consolidated Municipality of the State of Nevada. (Northern Nevada Title Company cannot and will not give advice or recommendations with regard to vestings.)

***THE ABOVE DESCRIBED VALUE IS FOR TITLE INSURANCE PURPOSES ONLY. PARTIES HEREIN ACKNOWLEDGE THAT THE TRAFNER OF THIS PROPERTY IS TO BE CONSIDERED A GIFT FROM THE SELLERS TO THE BUYER AND THAT NO CONSIDERATION WILL BE PAID TO THE SELLER AT THE CLOSE OF ESCROW.**

SUBJECT ONLY TO taxes for the fiscal year 2008 Paid in Full
Covenants, conditions, restrictions and easements of record
Encumbrance No. 1 and 2 current, 3, 4, 5 and 6 as shown on Preliminary Title Report No. 1080193, dated March 11, 2008.

INSTRUCTIONS:

Make the following prorations and adjustments as of Close of Escrow.
X No Prorations in this Escrow.

PARTIES HEREIN ACKNOWLEDGE THE GRANT, BARGAIN, SALE DEED SHALL CONTAIN THE FOLLOWING RECITAL:

"THIS PROPERTY HAS BEEN PURCHASED WITH Q18 FUNDS AND IS SUBJECT TO THE PROVISIONS OF THE CCMC".

BUYER WILL PAY ALL COSTS IN CONNECTION WITH THE CLOSE OF THIS ESCROW, INCLUDING BUT NOT LIMITED TO THE CLTA OWNERS POLICY OF TITLE INSURANCE, ESCROW FEE AND DOCUMENT FEE.

ALL PARTIES HEREIN ACKNOWLEDGE that they have been advised to seek the advice of appropriate legal, tax and accounting experts prior to executing these instructions and further acknowledge that they have not received or relied upon any statements or representations by Northern Nevada Title Company regarding the effect of this transaction upon their respective liabilities.

THE DEPOSIT OF ALL DOCUMENTS AND INSTRUCTIONS, together with the deposit of all necessary funds due to close escrow shall be evidence that any and all agreements by and between the parties herein have been satisfactorily met, all contingencies are removed, and Northern Nevada Title Company is authorized and instructed to close this escrow transaction when in a position to do so.

ALL PARTIES HEREIN ACKNOWLEDGE that in the event this escrow transaction is cancelled, release of any funds deposited into escrow will only occur upon Northern Nevada Title Company's receipt of non-conflicting cancellation instructions executed by ALL parties involved in this transaction.

These ESCROW INSTRUCTIONS and the GENERAL PROVISIONS, attached hereto and made a part hereof, have been read and are hereby approved in their entirety. Time is of the essence in these instructions. If this escrow is not in condition to close by the "time limit date" of March 31, 2008, and demand for cancellation is received by you from any principal to this escrow transaction after said date you shall act in accordance with Paragraph 7 of the General Provisions attached hereto. IF NO DEMAND FOR CANCELLATION IS MADE IN WRITING BY THE ABOVE SPECIFIED DATE, YOU WILL PROCEED TO CLOSE THIS ESCROW TRANSACTION WHEN THE PRINCIPALS HAVE COMPLIED WITH THESE ESCROW INSTRUCTIONS.

Any amendments or supplements to any instructions affecting this escrow transaction must be in writing.

All documents, balances and statements due the undersigned parties are to be mailed to the address shown on the Information Sheet attached hereto.

The Parties are advised that any checks that are not tendered for payment within six months of the date shown on the check will accrue a \$5.00 per month accounting charge for as long as they remain un-cashed.

SELLER(S) INITIALS: _____ BUYER(S) INITIALS: _____

**SALE
ESCROW INSTRUCTIONS**

**ESCROW NO.: CC-1080193-LS
DATE: March 12, 2008**

Carson City, a Consolidated Municipality of the State of Nevada

By: _____
Marv Teixeira, Mayor

SELLER(S) HEREBY WARRANT that the subject property is free and clear of any liens, bonds, assessments and/or encumbrances other than those exceptions set forth in the preliminary title report issued in connection herewith.

SELLER(S) ACKNOWLEDGE that they are required by law to provide Northern Nevada Title Company with their current tax identification number(s). If seller(s) do not provide Northern Nevada Title Company with said current tax identification number, seller(s) may be subject to civil or criminal penalties imposed by law.

SELLER(S) HAND YOU HEREWITH an executed information sheet for real estate 1099-S report filing which will be executed by seller(s) under penalties of perjury, which you are authorized and instructed to use for reporting requirements pursuant to the tax reform act of 1986, and any supplemental amendments thereto.

SELLER(S) HEREBY ACKNOWLEDGE that they have read the above instructions and hereby approve same. Seller(s) agree to hand you all documents and funds necessary to enable you to comply with said instructions which you are authorized to use and/or deliver when you hold for our account the total consideration less any adjustments, demands, and charges as referenced above.

The Paul H. Casey Trust Established January 20, 1987

By: _____
Paul H. Casey, Trustee

SELLER(S) INITIALS: _____ BUYER(S) INITIALS: _____

SALE
ESCROW INSTRUCTIONS

ESCROW NO.: CC-1080193-LS
DATE: March 12, 2008

GENERAL PROVISIONS

1. **Deposit of Funds** -- All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of **NORTHERN NEVADA TITLE COMPANY**, with any state or national bank, and may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of **NORTHERN NEVADA TITLE COMPANY**. Unless specifically instructed otherwise, any interest, credits or other remuneration whether paid or credited directly to escrow holder or any third party vendor, shall be retained by escrow holder to offset bank charges and escrow accounting fees.

Any commitment made in writing to **NORTHERN NEVADA TITLE COMPANY** by a bank, trust company, insurance company or savings and loan association to deliver its check or funds into this escrow may, in the sole discretion of **NORTHERN NEVADA TITLE COMPANY**, be treated as the equivalent of a deposit in this escrow of the amount thereof.

2. **Prorations and Adjustments** -- All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing.

The phrase "close of escrow" (COE or CE) as used in this escrow means the date on which documents are recorded and relates only to proration and/or adjustments unless otherwise specified.

3. **Recordation of Instruments** -- Recordation of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of title insurance called for, is authorized.

4. **Authorization to Furnish Copies** -- You are authorized to furnish copies of these instructions, supplements, amendments, or notices of cancellation and closing statements in this escrow, to the real estate broker(s) and lender(s) named in this escrow.

5. **Authorization to Execute Assignment of Hazard Insurance Policies** -- You are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow; forward assignment and policy to the agent requesting that insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required; and, forward such policy(s) to the principals entitled thereto.

6. **Personal Property Taxes** -- No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

7. **Right of Cancellation** -- Any principal instructing you to cancel this escrow shall file notice of cancellation in your office, in writing. You shall within two (2) working days thereafter mail, by certified mail, one copy of such notice to each of the other principals at the addresses stated in this escrow. Unless written objection to cancellation is filed in your office by a principal within ten (10) days after date of such mailing, you are authorized to comply with such notice and demand payment of your cancellation charges as provided in this agreement. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or final order of a court of competent jurisdiction.

The principals hereto expressly agree that you, as escrow holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

8. **Termination of Agency Obligation** -- If there is no action taken on this escrow within six (6) months of the date the order is placed, or after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same less your fees and charges.

In the event of termination of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due **NORTHERN NEVADA TITLE COMPANY**, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

9. **Conflicting Instructions** -- Upon receipt of any conflicting instructions, other than cancellation instructions, you are no longer obligated to take any further action in connection with this escrow until further consistent instructions are received from the principals to this escrow except as provided in Paragraph 7 of these General Provisions.

10. **Post Closing Matters** -- You are specifically allowed to charge for and retain from any funds of principals in your possession, your fees and charges for any post closing items that require tracking or monitoring such as, but not limited to: reconveyances, insurance, taxes, mobile home certificates, etc. The principals to this escrow shall be jointly and severally liable for the costs associated with this work.

SELLER(S) INITIALS: _____ BUYER(S) INITIALS: _____

SALE
ESCROW INSTRUCTIONS

ESCROW NO.: CC-1080193-LS
DATE: March 12, 2008

BUYER(S) INFORMATION

Address where correspondence and documents should be mailed:

Telephone number(s)

Tax Identification Number(s)

SELLER(S) INFORMATION

Address where correspondence and documents should be mailed:

Telephone number(s)

Tax Identification Number(s)

SELLER(S) INITIALS: _____ BUYER(S) INITIALS: _____

CARSON CITY BOARD OF SUPERVISORS
Minutes of the February 16, 2006, Meeting
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6. PUBLIC WORKS - PLANNING AND ZONING - Community Development Director Walter Sullivan

* A. ACTION TO CONSIDER A TENTATIVE PLANNED UNIT DEVELOPMENT APPLICATION KNOWN AS CORTE REALE PLANNED UNIT DEVELOPMENT FROM GLEN MARTEL (PROPERTY OWNER: CASEY, PAUL H. TRUST 1/20/87), TO DEVELOP 12 DWELLING UNITS AND VARIANCES TO THE PLANNED UNIT DEVELOPMENT REQUIREMENTS FOR MINIMUM STREET WIDTH, DENSITY TRANSFER, PERIPHERY SETBACK, REDUCED RIGHT-OF-WAY WIDTHS, BUILDING ON A SLOPE GREATER THAN 19% AND RETAINING WALLS, ON PROPERTY ZONED CONSERVATION RESERVE (CR), LOCATED AT 4000 MURPHY DRIVE, APN 007-091-08, BASED ON THE STAFF REPORT FINDINGS AND SUBJECT TO THE RECOMMENDED CONDITIONS OF APPROVAL AS CONTAINED IN THE STAFF REPORT; AND B. ACTION TO INTRODUCE ON FIRST READING, AN ORDINANCE AFFECTING AN 80 ACRE PARCEL, A CHANGE OF LAND USE FROM CONSERVATION RESERVE (CR) TO CONSERVATION RESERVE-PLANNED UNIT DEVELOPMENT (CR-P) ON PROPERTY LOCATED AT 4000 MURPHY DRIVE, APN 007-091-08 AND OTHER MATTERS PROPERLY RELATED THERETO. FILE TPUD-05-229 (8:40:25) - Glen Martel - Discussion between Mr. Sullivan and the Board explained the Murphy Drive flood damage and clarified the location of the parcel as being near the Children's Home in the northeast corner of the last phase of the Silver Oaks PUD. The roadway to the parcel is from the northwest portion of Silver Oaks and connects to Medical Parkway. The parcel address is Murphy Drive. Mr. Martel described the history of the site, the project, its location, computerized photos of the project and the architectural renderings. (A copy of the photos is in the file.) He indicated that the hillside will be saved including 700 feet of the V&T Railroad trail which may be donated to Open Space. The two rock features on the hillside are very prominent and important to the community. The watershed, viewshed, drainage areas, conservation issues, etc., justified trading the density. He stressed the benefits he felt warranted approval of the project. Rocks used in the landscaping were originally on the site. The structures will be consistent with other residences in the vicinity. Aerial photos of the site were used to describe the location and the access to it. Discussion indicated that the residences are single family although the units can be either separate units or clusters. The renderings should be similar to the final project. Mr. Martel indicated that his preferred choice is to have the project constructed as a builder/developer, however, this decision has yet to be made. It will be a "high end ticket". Supervisor Livermore explained the need for this type of housing. Mr. Martel indicated that this is the market niche they are catering to and justified having the project completed by the builder/developer. The footprint and the architectural style have been established for the units. The unit sizes ranged from 1800 square feet with two car garages to 2200 square feet with three car garages. Computer enhanced renderings of the project were shown and described. Discussion elaborated on the retention wall, its drainage system, and its detention/catch basins. The historical flood path will be maintained and handle any overflow. The need for a four year extension of the map is based on the belief that the utilities will not be extended to the area for a year or two. Clarification indicated that the amount of blasting anticipated is minute and may not be needed. Testing has indicated that the soil is stable and can be "ripped" even though the surface is granular and loose to the two foot depth. Clarification also indicated that the rock features identified with Lakeview Hill are on parcels that may be donated to the Open Space. The developer and the

CARSON CITY BOARD OF SUPERVISORS
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engineer have stipulated an intent to dedicate 77 acres as part of the PUD. The stipulation may be included in the notice of decision. The dedication cannot be a condition of approval. The project will be submitted to the Open Space Advisory Committee, if the Board approves it today, who will consider accepting the dedication with "a dollar" fee which Mr. Sullivan had purportedly agreed to pay. Mr. Martel explained Mr. Casey's desire to proceed with the "parceling off of the 77 acres" if approved today. This will cleanup his sale site. The buyer will not have to deal with this issue. The rock wall will be approximately 30 feet below the V&T Railroad trail. Supervisor Williamson disclosed that she had walked around this area "a lot". She felt that there are flat areas where homes with septic systems and wells could be constructed. The area is a prime recharge location for the City. Discussion indicated that Conservation Reserve PUD zoning allows 18 homes. The request is for 12 homes. Mr. Martel agreed that there are pockets on the hillside that are developable. He also indicated that the grade could allow eight homes to be constructed on three acre parcels as required for septic systems. This is not the project's intent. Supervisor Williamson pointed out that this would have a larger impact than the proposal. Mr. Martel concurred. Mayor Teixeira pointed out that by law the City could not prohibit such a development from occurring. The proposal is a win-win-win for everyone. He asked Mr. Martel to relay to Mr. Casey the City/Board's appreciation of his project. Supervisor Williamson also explained that the project allows a trail connection to Lakeview which further enhances the City's trail system. Mr. Martel concurred. He then explained that staff had repeatedly emphasized throughout the early discussions that the hillside should not be disturbed. For this reason the homes were clustered and hide the walls. The steepness of the hillsides behind the project prohibit their ability to connect the project to the trail system without "switch backs". Other sites which may be used for this access when the adjacent parcels are developed were delineated. Public comments were solicited but none were given. Mayor Teixeira then asked Mr. Sullivan to draft a letter of appreciation from the Board to Mr. Casey thanking him for the exemplary project. Supervisor Williamson moved to approve a Tentative Planned Unit Development application known as Corte Reale Planned Unit Development from Glen Martel, property owner: Casey, Paul H. Trust 1/20/87, to develop 12 dwelling units and variances to the Planned Unit Development requirements for minimum street width, density transfer, periphery setback, reduced right-of-way widths, building on a slope greater than 19% and retaining walls, on property zoned Conservation Reserve located at 4000 Murphy Drive, APN 007-091-08, based on the staff report findings and subject to the recommended conditions of approval as contained in the staff report. Supervisors Staub and Livermore seconded the motion. Motion carried 5-0.

Discussion clarified the use of CR-P instead of CR-PUD as used elsewhere and corrected the word effect to be affect in the title of the ordinance. Supervisor Williamson moved to introduce on first reading Bill No. 102, AN ORDINANCE AFFECTING AN 80 ACRE PARCEL, A CHANGE OF LAND USE FROM CONSERVATION RESERVE, CR, TO CONSERVATION RESERVE-PLANNED UNIT DEVELOPMENT, CR-P, ON PROPERTY LOCATED AT 4000 MURPHY DRIVE, APN 007-091-08, AND OTHER MATTERS PROPERLY RELATED THERETO. Supervisors Livermore and Aldean seconded the motion. Motion carried 5-0.

Mr. Sullivan and Mayor Teixeira commended Senior Planner Pruitt on her work on the project.

RECESS: A recess was declared at 9:11 a.m. The entire Board was present when Mayor Teixeira reconvened the meeting at 9:18 a.m., constituting a quorum.

**CARSON CITY OPEN SPACE ADVISORY COMMITTEE
CARSON RIVER ADVISORY COMMITTEE
Minutes of the November 21, 2005 Meeting**

DRAFT

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In response to a question, Mr. Guzman reviewed the time table associated with the lands bill. The State's congressional delegation requested staff to include Washoe Tribe, State government, and environmental community representatives. Member Scott pointed out BLM parcels on the Carson River south of Silver Saddle, and inquired as to the possibility of including them. He noted that the parcels essentially represent all of the BLM land adjacent to the Carson River with the exception of that portion which is part of the Prison Hill recreation area. Mr. Guzman pointed out an additional area to be considered, which fronts the Fifth Street extension to the point at which it crosses Edmonds. Vice Chairperson Jacquet advised that the two parcels referred to by Member Scott were recently acquired by the BLM through the SNPLMA. He noted other pending and future acquisitions which would benefit open space.

(1-2380) Robin Williamson assured the committee members and the public that one reason for considering the possibility of changing ownership is federal agencies operate under more strict guidelines than local government. The lands bill will allow local government to establish parking lots, trail heads, trails, conduct fuels management projects, etc. more quickly than federal agencies are able.

(1-2420) Dave Loomis, of the USFS, commented that both the City and the USFS recognize the opportunity for management efficiencies. He further commented that Mr. Guzman's characterization of the lands bill was "quite good."

In response to a previous comment, Mr. Plemel discussed the importance of considering management areas as a whole. City staff will continue to work with BLM representatives on SNPLMA lands and the possibility of the Prison Hill area as a connected management system. Vice Chairperson Jacquet thanked Mr. Guzman and Mr. Plemel.



3-B. ACTION TO RECOMMEND TO THE CARSON CITY PLANNING COMMISSION AND BOARD OF SUPERVISORS A PLANNED UNIT DEVELOPMENT PROPOSED FOR THE CASEY PROPERTY, APN 007-092-08, LOCATED NORTH AND WEST OF SILVER OAK, PROPOSING THE DEVELOPMENT OF 12 UNITS ON 3 ACRES BELOW THE V&T RIGHT-OF-WAY AND THE DEDICATION OF APPROXIMATELY 77 ACRES OF OPEN SPACE TO CARSON CITY (1-1232) - Mr. Guzman introduced Glen Martel, who was representing the Paul H. Casey Trust. Mr. Martel provided background information on this item, and reviewed his November 13, 2005 letter which was included in the agenda materials. He narrated a PowerPoint presentation which included an aerial photograph of the subject and adjacent properties. He pointed out the 3 acres on the aerial photograph and, on a topographic map, the V&T right-of-way, the skyline delineation, and the future phase 13 of the Silver Oak PUD. Mr. Guzman explained that the skyline delineation refers to the City's Hillside Development Ordinance, and that a special use permit would be required for development. Mr. Martel pointed out the property lines and discussed the features of the proposed 77-acre dedication. He narrated a photo simulation of the proposed development, and noted that visualization of the V&T right-of-way will be retained. He described the retaining wall structures as part of the proposed project. He advised that the project will be presented to the Planning Commission at their December meeting and to the Board of Supervisors in January.

Mr. Martel acknowledged that the 2000 proposal included ten units. He described the design of the subject proposal which includes three stories, one being a garage. He noted that the number of units proposed is below that which is allowed by Code. He responded to questions regarding parking. In response to a

**CARSON CITY OPEN SPACE ADVISORY COMMITTEE
CARSON RIVER ADVISORY COMMITTEE
Minutes of the November 21, 2005 Meeting**

DRAFT

Page 8

further question, he advised there is currently no direct access to the V&T right-of-way proposed through the project site. He explained the intent of not intruding into the V&T right-of-way as discussed with the committee at the time the 2000 project was presented. Considering the topography of the site, including a trail would require "a great number of switchbacks ... to get up to that grade." Mr. Martel advised of having received comments with regard to keeping access to the V&T right-of-way. He noted the properties directly adjacent to the subject property on the southeast and west are open space parcels. He suggested the possibility of working with Mr. Guzman and the committee to "traverse along a more gradual portion of that slope and not impact the steep areas as much." Mr. Guzman clarified that the open space parcels are owned by Silver Oak.

Member Scott inquired as to the possibility of completing the project in less than five years. Mr. Martel advised that utilities are not yet in the vicinity of the site. He advised that Mr. Casey's intent is to proceed with parceling the property, including the 77 acres. This could be completed relatively soon assuming approval by the Board of Supervisors in early 2006. The 77 acres would be dedicated to open space and the remaining three acres would "wait for development to occur." In response to a question, Mr. Martel pointed out the boundary of the property in relation to the V&T right-of-way. He acknowledged the V&T would be wholly within the parcel proposed to be donated.

Vice Chairperson Jacquet called for public comment. (1-1510) Rob Potter inquired as to the current zoning of the property. Mr. Martel advised the property is currently zoned conservation reserve.

Vice Chairperson Jacquet entertained a motion. **Member Scott moved to recommend approval to the Carson City Planning Commission and the Board of Supervisors of a proposed planned unit development for the Casey property, APN 7-092-08, proposing the development of up to 12 units on approximately three acres below the V&T right-of-way, and the dedication of approximately 77 acres of open space to Carson City. Member Riedl seconded the motion.** Mr. Guzman advised that the property would become the City's responsibility for management and maintenance. In response to a question, Mr. Martel advised that approval of the Board of Supervisors would be required before the 77 acres could be split from the three acres. **Member Scott amended his motion to indicate a 12-month time frame in which to dedicate the open space property. Member Riedl continued his second. Motion carried 6-0.**

4. NON-ACTION ITEMS:

STATUS REPORTS, COMMENTS, AND CONCERNS FROM COMMITTEE MEMBERS

- None.

STATUS REPORTS AND COMMENTS FROM STAFF (1-2472) - Mr. Guzman reported that he and Member Perock had attended the Land Trust Alliance Conference. He further reported that Ms. Ritter had invited him to present with her to the Legislative Committee on Public Lands. He referred to the maps included in the agenda materials, and advised that open space priorities would be agendized for review in December. He noted the petition from residents of the Timberline area requesting the committee to consider purchase of the Vicee Canyon SPA. He anticipates an item to be agendized in the near future. He is awaiting reports regarding the Potter property, and recently spent a great deal of time with appraisers for the Hutchison property. He advised that the legacy nomination continues to move forward. He will

PRELIMINARY REPORT

Northern Nevada Title Company
307 W Winnie Lane #5
Carson City, NV 89703-4103
(775)-883-7513 FAX (775)-887-5065

To: Carson City Parks and Recreation
Attn: Juan Guzman

Escrow No. CC-1080193-LS
Title No. 1080193

Your No.

Property Address
4000 Murphy Drive
Carson City, NV 89703

Assessor's Parcel Number
007-092-08

In response to the above referenced application for a policy of title insurance, Old Republic National Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulation of said Policy forms.

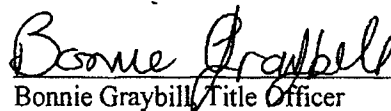
The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: **March 11, 2008** at 7:30 A.M.


Bonnie Graybill, Title Officer

The form of policy of title insurance contemplated by this report is: **CLTA Owners**

The estate or interest in the land hereinafter described or referred to covered by this report is: **A fee**

Title to said estate or interest at the date hereof is vested in:

Paul H. Casey, Trustee of The Paul H. Casey Trust Established January 20, 1987

The land referred to in the report is situate in the State of Nevada, County of **Carson City** and is described as follows:

Parcel 2 as shown on Parcel Map No. 2643 for Paul H. Casey, filed for record in the office of the Carson City Recorder, State of Nevada, on March 21, 2007 in Book 10 of Maps at Page 2643 as File No. 365701, Official Records.

NORTHERN NEVADA TITLE COMPANY
PRELIMINARY REPORT

Escrow No. CC-1080193-LS

At the date hereof exceptions to coverage, in addition to the exclusions contained in said policy form, would be as follows:

EXCEPTIONS FROM COVERAGE

The policy, **with the exception of any ALTA Lenders policy**, contemplated to be issued hereunder will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are 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 which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by public records.

PART II

- 1) The lien, if any, for taxes for improvements completed or in progress, but which were not shown on the tax bill for the current year.
- 2) Liens levied by the Carson City Water and Sewer District for water, sewer and storm water utilities, by reason that subject property is located within said district. To verify payments, delinquencies or liens, contact Carson City Utilities at (775) 887-2355 extension 1020.
- 3) Notes, easements and recitals as set forth on Record of Survey Map No. 999 and Parcel Map No. 2643 herein referred. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.
- 4) Easement, shown or dedicated on Parcel Map No. 2643, together with the rights incidental thereto.

PURPOSE:	Public utility easement
AFFECTS:	Northerly, Easterly, Southerly and Westerly 5.0 feet

Continued...

NORTHERN NEVADA TITLE COMPANY
PRELIMINARY REPORT

Escrow No. CC-1080193-LS

At the date hereof exceptions to coverage, in addition to the exclusions contained in said policy form, would be as follows:

5) Reservations and easements as set forth in Patent from the State of Nevada,

RECORDED: March 6, 1911
BOOK: 36, Deeds
PAGE: 193

Wherein is stated in part as follows:

- a) There is reserved from the lands hereby granted, a right-of-way thereon for ditches, tunnels, and telephone and transmission lines constructed by the authority of the United States.
- b) Reserving therefrom all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in said tract, are hereby expressly reserved.

6) Lack of access to a public roadway.

NOTE: Upon segregation of the herein described property from Parcel 1 of Parcel Map No. 2643, no record access exists and must be obtained prior to the issuance of an ALTA Title Policy. Issuance of a CLTA Title Policy to the purchaser will show the lack of record access.

7) The requirement that an executed Certification of Trust pursuant to NRS 164.400 et.seq. be submitted prior to the issuance of a Title Insurance Policy.

NOTE: As a matter of information, we report that taxes for the year 2007-2008, have been paid in full.

TOTAL AMOUNT: \$1,266.47
ASSESSORS PARCEL NO.: 007-092-08

NOTE: Said property was last insured in August of 1996.

oOo

Northern Nevada Title Company

307 W. Winnie Lane, Suite 5

Carson City, NV 89703

Privacy Policy Notice
as of September 20, 2005

PURPOSE OF THIS NOTICE

Northern Nevada Title Company (NNTC) and its Underwriters share your concerns about privacy. Each Company is committed to respecting the privacy of our policyholders. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing a policy of title insurance.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing non public personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. In compliance with the GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of NNTC and its Underwriters.

OUR PRIVACY POLICIES AND PRACTICES

I. Information we collect and sources from which we collect it:

We do not collect any nonpublic personal information about you other than the following:

Information we receive from you or from your attorney or other representatives on applications or other forms;

Information about your transactions with us, our affiliates or our Underwriters.

In addition, we may collect other non public personal information about you from individuals and companies other than those proposed for coverage.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

II. Information we disclose to third parties:

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your permission to the following types of institutions for the reasons described:

To a third party such as a surveying, real estate tax research or municipal data firm if the disclosure will enable that party to perform a business, professional or insurance function for us;

To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;

To an insurance institution, agent, or credit reporting agency for either this Company or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you;

To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities;

To an actuarial or research organization for the purpose of conducting actuarial or research studies.

The disclosures described above are permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

III. Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from Northern Nevada Title Company: You should submit a request in writing Northern Nevada Title Company, 307 W. Winnie Lane, Suite 5, Carson City, Nevada 89703. The request should include your name, address, policy number, telephone number, and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To obtain access to your information from the Underwriter: You should submit your written request including the specified information to the address stated above. The request should include the same information mentioned above for requests to NNTC. The request will be forwarded to the Underwriter which insured your transaction

To correct, amend, or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

IV. Our practices regarding information confidentiality and security:

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

v. Our policy regarding dispute resolution:

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

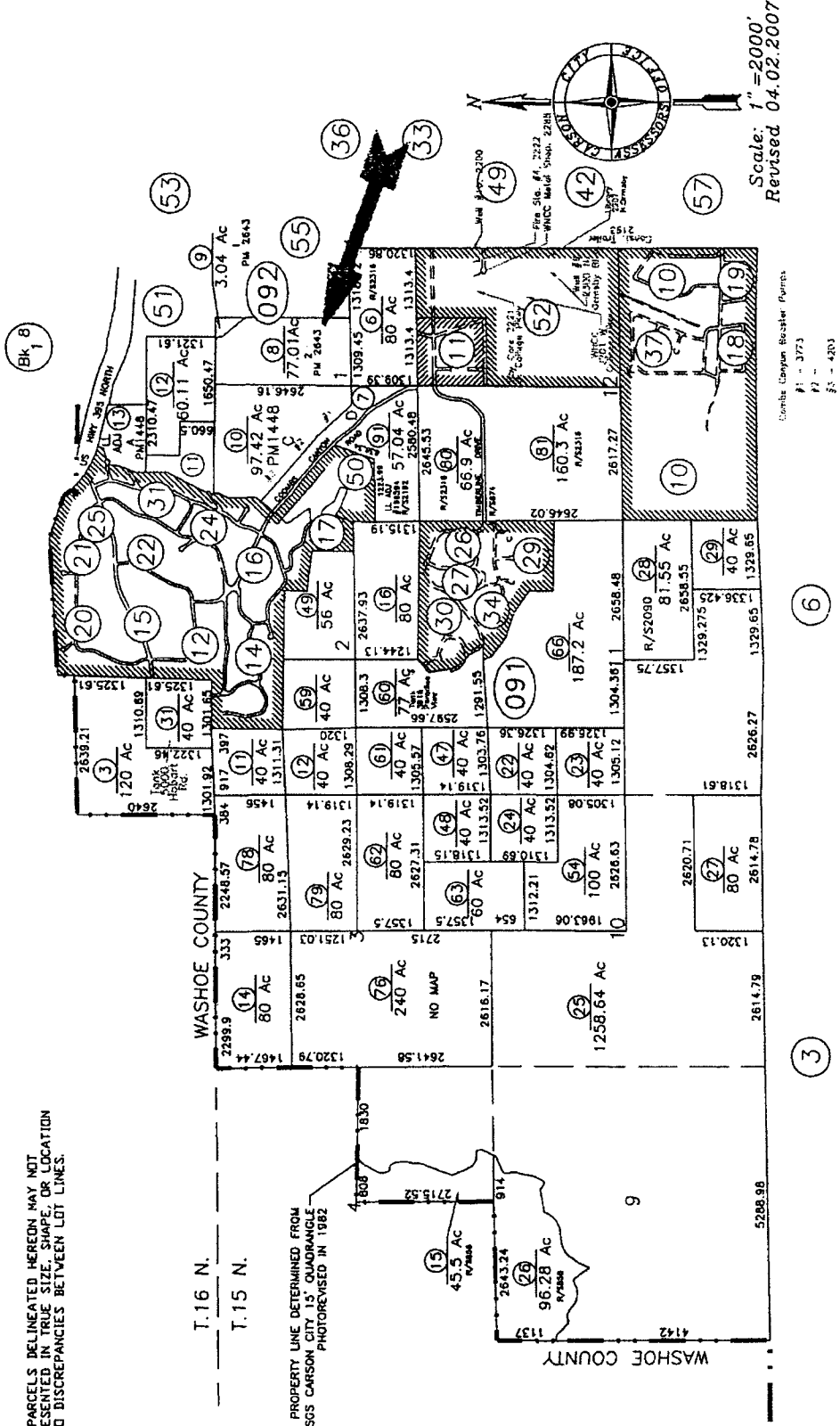
VI. Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interests, Northern Nevada Title Company, its Underwriters and their respective affiliates reserve the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be a successor in interest of Northern Nevada Title Company or the Underwriter with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.

PORTION T.16 N., R.19 E.
&
PORTION T.15 N., R.19 E.

CARSON CITY, NEVADA
NORTH NEVADA TITLE COMPANY
ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES
ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY
IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE
INFORMATION CONTAINED HEREIN. THE USER OF THESE MAPS
SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY
PERMITS AND PRINT DATA.
WWW.CARSONCITY.NV.US

NOTE
SOME PARCELS DELINEATED HEREON MAY NOT
BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION
DUE TO DISCREPANCIES BETWEEN LOT LINES.



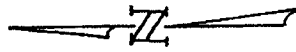
Northern Nevada Title Company does not represent this
plat as a survey of the land indicated hereon, although
believed correct, no liability is assumed as to the
accuracy thereof.

Northern Nevada Title Company does not represent this plat as a survey of the land indicated hereon, although believed correct, no liability is assumed as to the accuracy thereof.

SURVEYOR'S CERTIFICATE

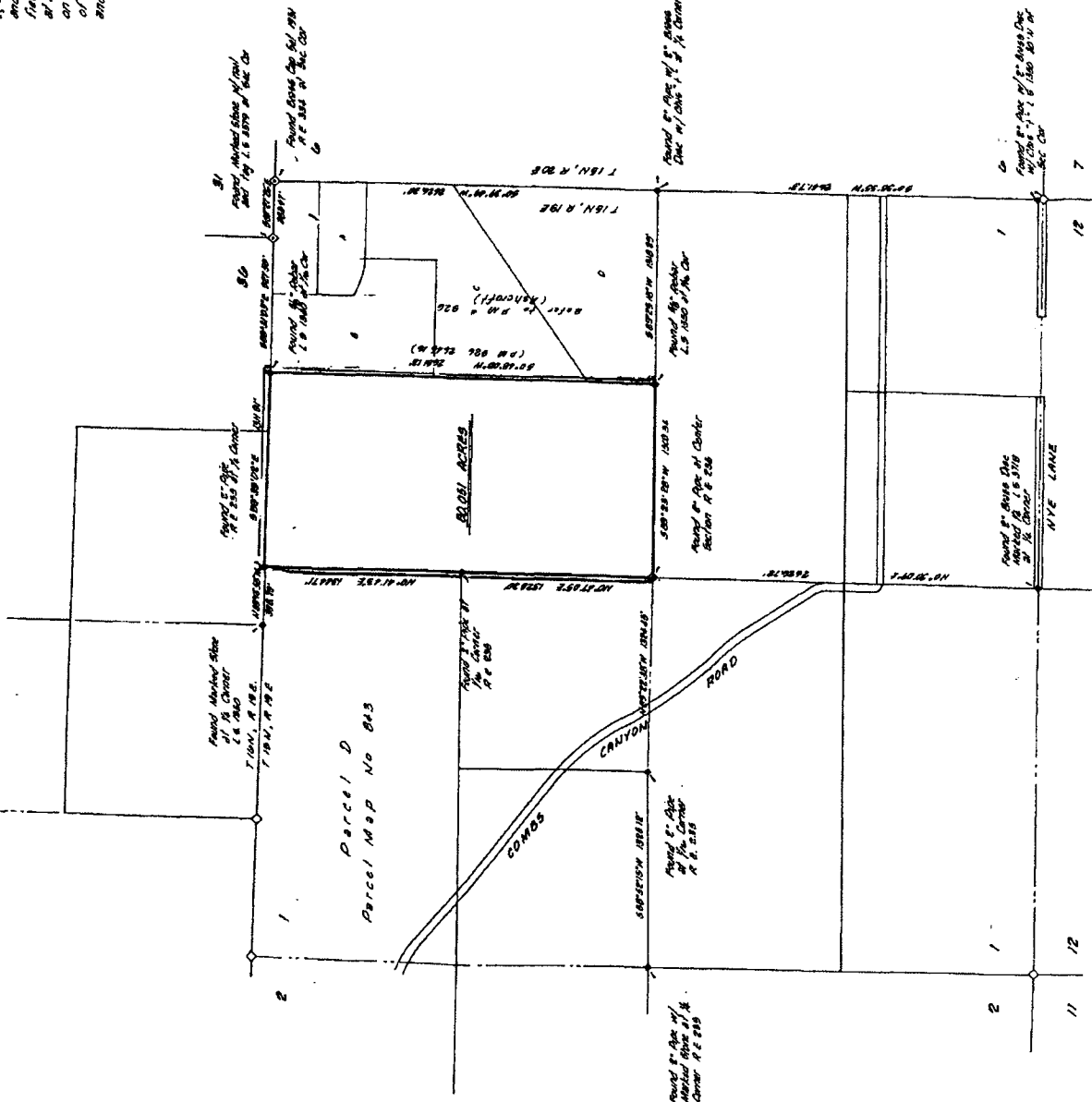
I, E. P. Ogden, do hereby certify that this map is a true and accurate plat of the lands shown herein taken from field notes of a survey made by me or under my supervision at the request of Bob Laxalt et al., and completed on June 14, 1968. I do further certify that monuments of the required character occupy the positions indicated and that they are sufficient to enable the survey to be retraced.

E. P. Ogden
 E. P. Ogden (R.C.S. 465)



SCALE: 1" = 400'

Base of Bearings P.M. No. 843



RECORDER'S CERTIFICATE
 Filed for record this 22 day of AUGUST, 1968, at 3:27 P.M. in Book M., Page 929, of the official records of Carson City, Nevada at the request of E. P. Ogden 20724
 Approved Recorder: [Signature] 8/20/68

RECORD OF SURVEY
 FOR
BOB LAXALT ET AL
 SITUATE IN NE 1/4 SECTION 1, T. 15N., R. 20E., M. D. M., CARSON CITY, NEVADA
 OSGOOD ENGINEERS, INC RENO, NEVADA
 SHEET 1 OF 1

The State of Nevada

To All to Whom These Presents Shall Come, Greeting: Whereas, JOHN E. CROSS of SAN FRANCISCO County, CALIFORNIA has deposited with the REGISTER OF THE STATE LAND OFFICE at Carson City the STATE TREASURER'S RECEIPT, whereby it appears that full payment has been made by the said JOHN E. CROSS, according to the provisions of an Act of the Legislature, approved March 12, 1885, entitled "An Act to provide for the selection and sale of lands that have been or may hereafter be granted by the United States to the State of Nevada," and the Acts amendatory thereof and supplementary thereto, for the West half of the North East quarter, East half of the North West quarter, and the North West quarter of the North West quarter of Section One (1), Township Fifteen (15) North, Range Nineteen (19) East, Mount Diablo Base and Meridian, containing Two Hundred and Three & 36/100 acres, according to the Official Plat of the survey of the Public Lands, as made by the United States Surveyor-General for the District of Nevada, which said tract has been purchased by the said John E. Cross Therefore, Know Ye, That the State of Nevada, in consideration of the premises, and in conformity with the Act of the Legislature in such cases made and provided, has given and granted, and by these presents does give and grant unto the said John E. Cross and to his heirs, the said tract above described, to have and to hold the same, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto the said John E. Cross and to his heirs and assigns, forever; provided, that all mines of gold, silver, copper, lead, cinnabar, and other valuable minerals which may exist in the said tract and, also, a right of way for ditches, tunnels, and telephone and transmission lines constructed by authority of the United States are hereby expressly reserved. In Testimony Whereof, I, D. S. Dickerson, Lieutenant and Acting Governor of the State of Nevada, have caused these letters to be made patent, and the Great Seal of the State to be hereunto affixed. Given under my hand at Carson City, the 2nd day of September, 1910.

D. S. Dickerson,
Lieutenant and Acting Governor of Nevada.

(SEAL)

By the Governor: W. G. Douglass
Secretary of State.

C. L. Deady
State Land Register.

ENDORSED:

Land Patent No. 6876, 203.36 Acres Issued to JOHN E. CROSS
Office of Secretary of State Carson City, Nevada September, 8th, 1910.
Recorded in Volume 12 at page 546. W.G. Douglass Secretary of State.
By J. W. Legate Deputy.

Filed for Record at request of J. E. Cross, Mar. 6, 1911 at 5 min. past 9 o'clock A. M. and
Recorded March 6, 1911.

J. H. Stern
County Recorder.

DEED.

M. A. Downey of Ormsby County, State of Nevada, party of the first part, in consideration of twenty-five dollars lawful money to him in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby, bargain, sell and convey unto the Estate of J. H. Krober, deceased, of the same place, party of the second part, the following described property to wit---that certain lot of land, ten (10) feet in width by ten (10) feet in length, in which the remains of said deceased are buried, said lot being numbered lot seven (7) in section four (4) in Lone Mountain Cemetery, in said county, to have and to hold the said premises, with all the rights and appurtenances thereto appertaining or belonging, to said Estate, and to the assigns and distributees thereof forever. In witness whereof said party of the first part hereunto subscribes his name and affixes his seal the 8th day of March, 1911.

State of Nevada,) SS
County of Ormsby.)

M. A. Downey (Seal)

On this 8th day of March A. D. one thousand nine hundred and eleven personally appeared before

THIS DOCUMENT IS RECORDED AS AN ACCOMODATION ONLY and without liability for the consideration therefor, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.

A.P.N. 07-091-08,

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ -0-

(X) computed on full value less value of liens and encumbrances remaining at time of sale

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH: That GENOA BRADLEY, a married woman in consideration of \$10.00 Dollars, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to PAUL H. CASEY, Trustee of the PAUL H. CASEY TRUST ESTABLISHED, January 20, 1987 all that real property in the County of CARSON CITY, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

"THIS DEED IS AN ABSOLUTE CONVEYANCE, THE GRANTOR HAVING SOLD SAID LAND TO THE GRANTEE FOR A FAIR AND ADEQUATE CONSIDERATION, SUCH CONSIDERATION, IN ADDITION TO THAT ABOVE RECITED, BEING FULL SATISFACTION OF ALL OBLIGATIONS SECURED BY THE MORTGAGE (DEED OF TRUST) EXECUTED BY GENOA BRADLEY, a married woman TRUSTOR TO CHICAGO TITLE COMPANY, a California Corporation, AS TRUSTEE IN FAVOR OF PAUL H. CASEY, Trustee of the PAUL H. CASEY TRUST, established January 20, 1987 AS BENEFICIARY RECORDED AUGUST 27, 1996 AS DOCUMENT NO. 193173, CARSON CITY COUNTY OFFICIAL RECORDS.

GRANTOR DECLARES THAT THIS CONVEYANCE IS FREELY AND FAIRLY MADE AND THAT THERE ARE NO AGREEMENTS, ORAL OR WRITTEN, OR OTHER THAN THIS DEED BETWEEN THE GRANTOR AND GRANTEE WITH RESPECT TO SAID LAND."

Together with all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated: 6-8-1998

Genoa Bradley
GENOA BRADLEY

See Loose Certificate Attached

The undersigned herewith joins in the execution of this document thereby evidencing our approval and acceptance of all the terms and conditions contained herein.

PAUL H. CASEY TRUST, established January 20, 1987

Paul H. Casey, Trustee
PAUL H. CASEY, Trustee

6/10/98

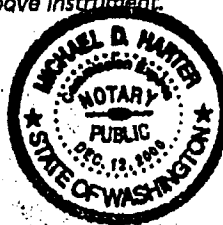
STATE OF ~~NEVADA~~ ^{Washington})

COUNTY OF Clatsop)

On 6/10/98 personally appeared before me, a Notary Public, Paul H. Casey

who acknowledged that he executed the above instrument.

Signature *Michael D. Hester*
(Notary Public)



WHEN RECORDED MAIL TO:
PAUL H. CASEY
C/O 720 S. MAIN #D
YERINGTON, NV 89447

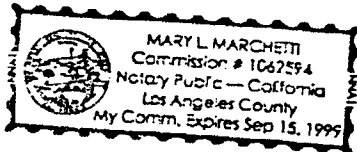
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On 6-30-98, before me, MARY L. Marchetti
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Genoa ~~and~~ Bradley
Name(s) of Signer(s)

- personally known to me
- 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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

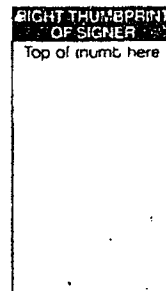


EXHIBIT "A"

PARCEL 1: WEST 1/2 OF NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 19 EAST
M.D.B. & M.

EXCEPTING THEREFROM ALL GOLD, SILVER, COPPER, LEAD CINNABAR AND OTHER VALUABLE
MINERALS. FURTHER REFERENCE IS MADE TO THAT RECORD OF SURVEY RECORDED AUGUST 22,
1983 ON MAP PAGE 999, AS DOCUMENT NO. 20724.

PARCEL 2: AN EASEMENT FOR INGRESS AND EGRESS 50 FEET IN WIDTH, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP
16 NORTH, RANGE 19 EAST, M.D.B. & M AND THE SOUTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 20 EAST, M.D.B. & M, BEING DESCRIBED
AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 31, THAT BEARS NORTH 89°
59'10" EAST, 417.16 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH
89° 59'10" WEST, 417.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE
ALONG THE SOUTH LINE OF SAID SECTION 36, SOUTH 89° 53'02" WEST 927.59 FEET TO THE
NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 15
NORTH, RANGE 19 EAST, M.D.B. & M. THENCE CONTINUING SOUTH 89° 53'02" WEST, 50.00
FEET; THENCE NORTH 0° 06' 58" WEST, 50.00 FEET THENCE NORTH 89° 53'02" EAST, 977.64
FEET; THENCE NORTH 89° 59'10" EAST, 417.20 FEET; THENCE SOUTH 0° 00'50" EAST, 50.00
FEET TO THE POINT OF BEGINNING.

FILED FOR RECORD
AT THE REQUEST OF

Newton Title
98 JUL 24 P1:24

FILE NO. 221007
ALAN GLOVER
CARSON CITY RECORDER
FEE \$90 DEP. *EV*

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