

Item # 3-2B

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: August 8, 2008

Agenda Date Requested: August 21, 2008

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to approve and authorize the Mayor to sign a permanent water line easement between the State of Nevada, Division of State Lands on behalf of the Division of Buildings and Grounds and Carson City whereby the State of Nevada, Division of State Lands on behalf of the Division of Buildings and Grounds agree(s) to grant to Carson City a non-exclusive easement for underground waterline facilities and appurtenances.

Staff Summary: A permanent water line easement is required between the State of Nevada, Division of State Lands on behalf of the Division of Buildings and Grounds and Carson City in order for Carson City to install a water main from Carson Well 49 to Well 4 for the Arsenic Water Treatment Plant.

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 a permanent water line easement between the State of Nevada, Division of State Lands on behalf of the Division of Buildings and Grounds and Carson City whereby the State of Nevada, Division of State Lands on behalf of the Division of Buildings and Grounds agree(s) to grant to Carson City a non-exclusive easement for underground waterline facilities and appurtenances.

Explanation for Recommended Board Action: In order connect the Arsenic Treatment Plant to the Carson City water system this easement is required.

Applicable Statue, Code, Policy, Rule or Regulation:

Fiscal Impact: None

Explanation of Impact: N/A

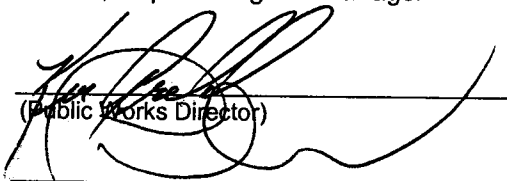
Funding Source: N/A

Alternatives: Do not approve the permanent water line easement.


Supporting Material: Permanent Water Line Easement

Prepared By: Kim Belt, Capital Program Manager

Reviewed By:



(Public Works Director)



(City Manager)

Date: 8/12/08

Date: 8/12/08

Melania B. Betteo
(District Attorney)
Mark Alonzo
(Finance Director)

Date: 8-12-08

Date: 8-12-08

Board Action Taken:

Motion: _____

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

(Vote Recorded By)

ALLEN BIAGGI
Director

JIM GIBBONS
Governor

KAY SCHERER
Deputy Director



State of Nevada
Department of Conservation and Natural Resources
Office of the Director
Richard H. Bryan Building
901 S. Stewart Street, Suite 5001
Carson City, Nevada 89701
Telephone (775) 684-2700
Facsimile (775) 684-2715
www.dcnr.nv.gov

Division of Conservation Districts
Division of Environmental Protection
Division of Forestry
Division of State Lands
Division of State Parks
Division of Water Resources
Natural Heritage Program
Wild Horse Program

STATE OF NEVADA
Department of Conservation and Natural Resources
OFFICE OF THE DIRECTOR

August 5, 2008

Grantee, Carson City
Public Works Department
3305 Butti Way
Carson City, Nevada 89701

Carson City Engineering Division (City):

This letter conveys written permission from the Department of Conservation and Natural Resources at 901 South Stewart Street through the Division of Buildings and Grounds to the Carson City Engineering Division to commence work on underground waterline facilities and appurtenances to extend the existing waterline in order to accommodate the Carson City water main project of connecting Carson Well #49 to Carson Well #4.

Please reference (1) permanent and (2) temporary non-exclusive waterline easements for Carson City Water Main Project, document number: B&G-103, #3343, JMP APN-004-022-01 (attached). Please see attached legal description (exhibit A) and site map (exhibit B).

The Department of Conservation and Natural Resources through the Division of Buildings and Grounds shall have the right to have a representative inspect the State's property and the work performed thereon during the term of this authorization.

The Division of State Lands shall be provided with a copy of written permission to proceed.

Respectfully,

A handwritten signature in cursive script that reads "Sandy Quilici".

Sandy Quilici,

Administrative Assistant, Department of Conservation and Natural Resources,
on behalf of the Division of Buildings and Grounds, Grantor

cc: Allen Biaggi, Director, Department of Conservation and Natural Resources
Kay Scherer, Deputy Director, Department of Conservation and Natural Resources
Jim Lawrence, Administrator, Division of State Lands
Cindy Edwards, Administrator, Division of Buildings and Grounds
Larry Werner, Carson City Manager
Andrew Burnham, Carson City Public Works Director
Ken Arnold, Carson City Public Works Operations Manager
Curtis Horton, Carson City Public Works Operations Deputy Manager
Rit Palmer, Carson City Public Works Water Operations Chief



B&G- 103, #3343, JMP
APN- 004-022-01

Recording Requested by and Return to:
Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, NV 89701

GRANTEE:
Carson City
Public Works Department
3305 Butti Way
Carson City, NV 89701

NON-EXCLUSIVE EASEMENT

ONE (1) PERMANENT WATER LINE EASEMENT
DEPARTMENT OF CONSERVATION, NATURAL RESOURCE (BRYAN BUILDING)
CARSON WELL 49 TO WELL 4 CARSON CITY WATER MAIN PROJECT

This non-exclusive easement, made and entered into this 26th day of June, 2008, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS on behalf of the DIVISION OF BUILDINGS AND GROUNDS, hereinafter referred to as GRANTOR and CARSON CITY, GRANTEE a consolidated municipality, acting through the CARSON CITY ENGINEERING DIVISION, hereinafter referred to as "CITY";

WHEREAS, GRANTEE, has made application and wishes to obtain written permission from the DIVISION OF STATE LANDS to obtain one (1) permanent easement for underground waterline facilities and appurtenances; and

WHEREAS, NRS 322.050 through 322.070 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

WITNESSETH:

FOR AND IN CONSIDERATION of the monies hereinafter described and other good and valuable consideration contained herein, GRANTOR does hereby grant to GRANTEE one (1) permanent non-exclusive easement for underground waterline facility and appurtenances under, over and through the following described parcel, together with the right to enter upon said land to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, under, and across a portion of that certain property situate in Section 17, Township 15N, Range 20E. The location of the one (1) permanent easement is attached hereto as described in legal description (**EXHIBIT A**) and site map (**EXHIBIT B**) and by reference made a part hereof. The project shall be executed in accordance with the utility plans dated February 14, 2008 on file with the Nevada Division of State Lands and by reference made a part hereof.

IN FURTHER CONSIDERATION for the grant of this easement, GRANTEE agrees to the following specific conditions:

1. **PURPOSE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s), understand and agree that this non-exclusive easement is for one underground waterline facility and appurtenances.
2. **JURISDICTION OF STATE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that this easement for underground waterline facility and appurtenances extends only to those certain real properties described in the legal description (**EXHIBIT A**) attached herein and by reference made a part hereof, and shall not be construed to authorize access across other private lands, and GRANTEE understands that if it wishes to utilize other portions of said property not granted to it through this easement, a new permit or easement to do so shall be required.
3. **CONSIDERATION:** In consideration of this non-exclusive permanent easement GRANTEE its successors and assigns, hereby agree to pay annual fee in the amount of EIGHT HUNDRED SIXTY FOUR DOLLARS (\$864.00) for one (1) permanent non-exclusive easement over state land [NRS 322.050 through 322.070]. Fees for the permanent easement shall be due on July 1, 2008 and on July 1st each year thereafter.

The fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS,
to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE, 5003
CARSON CITY, NV 89701**

The GRANTOR further reserves the right to reevaluate, reassess and adjust the easement fees for the waterline easement every five (5) years.

4. **PERMITS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that this easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.
5. **INDEMNIFICATION:** To the extent allowed by law, if any person, governmental agency, or other entity that is not a party to this Non-Exclusive Utility Easement commences a proceeding or makes a claim against a party to the Non-Exclusive Utility Easement (referred to as the "Indemnified Party") and if the claim arises from and/or is based upon a party's negligent or intentional acts or omissions, as determined through mediation (referred to as the "Responsible Party"), then the Responsible Party will indemnify the Indemnified Party from the claim and reimburse the Indemnified Party any expended funds for the costs of mediation.
6. **INSPECTION AND MONITORING:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to allow GRANTOR the opportunity to inspect the waterline at any time during construction or after

installation. GRANTEE agrees to allow interested agencies the opportunity to inspect the waterline construction site.

7. **MAINTENANCE:** GRANTEE, its successors and assigns, will be responsible for all maintenance of the waterline and understand and agree that the said waterline must be maintained in good repair at all times.
8. **DAMAGE TO STATE LAND:** GRANTEE, its successors and assigns, its agent(s), and/or contractor(s) understand and agree to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during the construction, location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the waterline, and further agrees to return the land and improvements including asphalt, striping, concrete sidewalks, and gutters to its same pre-project condition.
9. **FUTURE RELOCATION:** It is understood that the GRANTOR's plans for future use of this land are preliminary at this time and subject to change. Should GRANTOR require future relocation of this pipeline easement within GRANTOR's land, GRANTEE agrees that any and all cost for any necessary relocation of this pipeline easement shall be paid for solely by the GRANTEE.
10. **TERM AND DISCONTINUATION:** The easement granted by GRANTOR and as described more particularly herein shall continue so long as the same may be necessary and required for the purposes for which it was granted. If at any

time the GRANTEE should discontinue use or maintenance for a period of ONE (1) year, GRANTOR may terminate the easement, and all right, title and interest therein shall revert to GRANTOR, its successors and assigns, and GRANTOR shall have no further obligation to GRANTEE.

11. **TERMINATION:** The GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that upon the termination of the easement, the waterline will be removed by GRANTEE, if so requested by GRANTOR, and the land be restored to its reasonably same pre-project condition. Alternatively, GRANTOR, upon agreement, may permit GRANTEE to abandon the waterline in place. Any and all right, title or interest must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Any expenses for removal of waterline and for the restoration of the land will be borne by GRANTEE or its assigns. GRANTEE, its successors and assigns, its agent(s) and/or or contractor(s), understand and agree that failure to concur with or comply with any of the conditions contained herein will cause this easement to become invalid and may require the removal or abandonment of the said waterline.

12. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree to conduct the project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

13. **PREHISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work on the projects and related activities, work will be temporarily halted and the State Historic Preservation Office shall be notified.
14. **PLANS AND PHOTOGRAPHS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s) understand and agree that the project and related activities must be completed in accordance with the approved plans on file in the office of the Division of State Lands. The STATE PUBLIC WORKS BOARD, on behalf of The Division of State Lands, must be notified for review and approval of any material alterations to the approved plans prior to commencement of such alterations. Approval of any alterations must be in writing.
15. **ACCESS TO ENTRANCE AND PARKING LOT:** GRANTEE, its successors and assigns agree to instruct their respective contractors to conduct the operations as to offer the least possible obstruction and inconvenience to the Byran Building parking lot, general public, including the residents, businesses and any other contractors working in the vicinity of the easement project, and shall have under construction no greater length or amount of work than each can prosecute properly with due regard to the rights of the public.

All covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns as the case may be of the respective

APPROVED as to Form:
CATHERINE CORTEZ MASTO
Attorney General

for By: Marta Adams
COLLEEN E. HEMINGWAY
Deputy Attorney General

Date 1 July 2008

BUILDINGS & GROUNDS

By: Cindy Edwards
CINDY EDWARDS
Administrator

Date 7-10-08

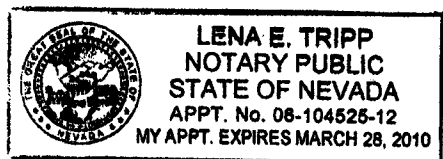
GRANTEE - CITY
CARSON CITY, A CONSOLIDATED MUNICIPALITY
REVIEWED AND RECOMMENDED BY:

By: J.A.S.P.
~~LAWRENCE WERNER, P.E., P.L.S.~~ JEFFERY A. SHARP, P.E.
City Engineer

STATE OF NEVADA)
)
) ss.
CITY OF CARSON CITY)

On July 16 2008, personally appeared before me, a notary public,
~~LAWRENCE WERNER~~, who acknowledged that he executed the above instrument.

JEFFERY A. SHARP
Lena E Tripp
NOTARY PUBLIC



APPROVED FOR LEGALITY AND FORM:

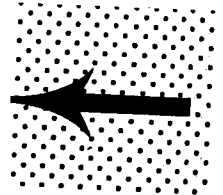
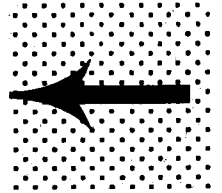
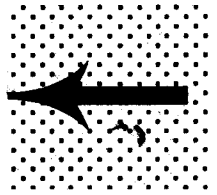
Carson City District Attorney Date

APPROVED:

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date



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Land Information Solutions

TRI STATE SURVEYING, LTD.

425 E. Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
Toll Free: 1-800-411-3752

JN 05301.05.CM

EXHIBIT "A" 3' WATER LINE EASEMENT DESCRIPTION

A strip of land 3.00 feet in width, lying 1.50 feet on both sides of the following described centerline situate within the Southwest One-Quarter (SW ¼) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, M.D.M., Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at a point on the easterly line of the Reciprocal Parking and Access Easement as shown on the Record of Survey Supporting a Boundary Line Adjustment for State of Nevada Division of State Lands, Document No. 136951 (Map No. 1967) of Official Records, Carson City, Nevada, which bears South 00°52'26" West, 23.47 feet from the Northeast corner of said easement, said point also bears North 74°46'42" East, 2022.45 feet from the Southwest Section corner of said Section 17;

Thence South 90°00'00" East, 147.37 feet;
Thence South 45°00'00" East, 7.08 feet;
Thence South 00°00'29" West, 541.83 feet;
Thence South 45°00'00" East, 5.50 feet to a point on the northerly Right of Way line of Little Lane, as shown on said Map No. 1967, and the end of this description.

The sidelines of the above described strip of land shall be extended and shortened to terminate at the easterly line of said Reciprocal Parking and Access Easement and the northerly line of said Little Lane Right of Way.

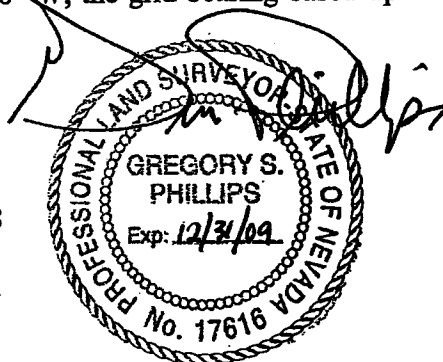
Contains 2,105 square feet, more or less.

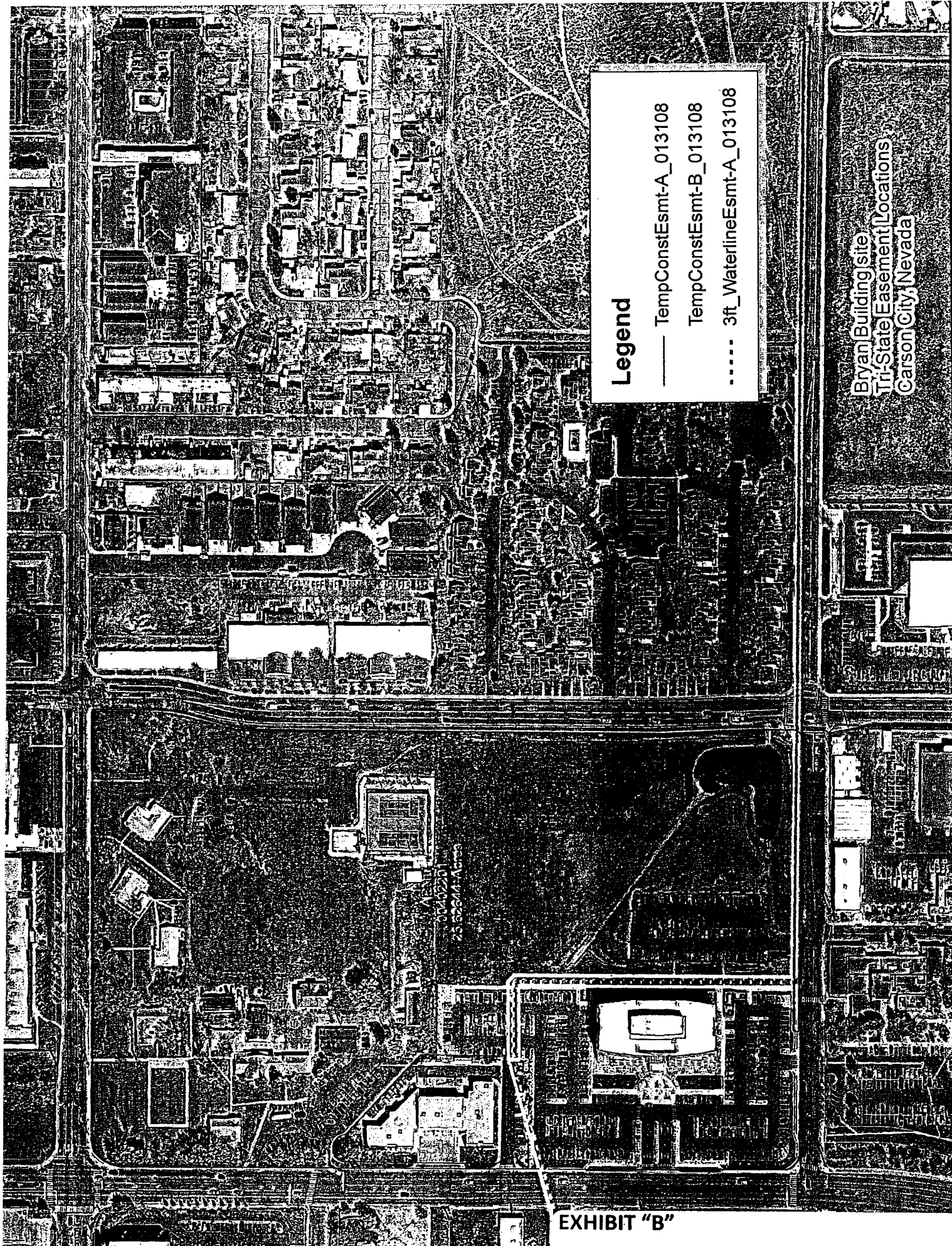
The basis of bearings of this description is the South line of the Southeast 1/4 of section 17, T.15N., R.20E., M.D.M., being N 89°08'38" W, the grid bearing based upon NAD 27 (Nevada Zone West).

Prepared by Tri State Surveying, Ltd.

Gregory S. Phillips, PLS
Nevada Certificate No. 17616

01/31/08





Legend

- TempConstEsmt-A_013108
- TempConstEsmt-B_013108
- 3ft_WaterlineEsmt-A_013108

Bryan Building Site
Tri-State Easement Locations
Carson City, Nevada

EXHIBIT "B"



B&G- 103, #3343, JMP
APN- 004-022-01

Recording Requested by and Return to:
Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, NV 89701

GRANTEE:
Carson City
Public Works Department
3305 Butti Way
Carson City, NV 89701

NON-EXCLUSIVE EASEMENT

ONE (1) TEMPORARY WATER LINE EASEMENT
DEPARTMENT OF CONSERVATION, NATURAL RESOURCE (BRYAN BUILDING)
CARSON WELL 49 TO WELL 4 CARSON CITY WATER MAIN PROJECT

This non-exclusive temporary easement, made and entered into this 26th day of June, 2008, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS on behalf of the DIVISION OF BUILDINGS AND GROUNDS, hereinafter referred to as GRANTOR and CARSON CITY, GRANTEE a consolidated municipality, acting through the CARSON CITY ENGINEERING DIVISION, hereinafter referred to as "CITY";

WHEREAS, GRANTEE, has made application and wishes to obtain written permission from the DIVISION OF STATE LANDS to obtain one (1) temporary easement for construction of underground waterline facilities and appurtenances; and WHEREAS, the CITY is required to extend the existing waterline in order to accommodate the Carson City Water Main Project; and

WHEREAS, NRS 322.050 through 322.070 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

WITNESSETH:

FOR AND IN CONSIDERATION of the monies hereinafter described and other good and valuable consideration contained herein, GRANTOR does hereby grant to GRANTEE one (1) Temporary Easement considered the construction area for the underground waterline facility and appurtenances under, over and through the following described parcel, together with the right to enter upon said land to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, under, and across a portion of that certain property situate in Section 17, Township 15N, Range 20E. The location of the one (1) Temporary Easement is attached hereto as described in legal description (EXHIBIT A) and site map (EXHIBIT B) and by reference made a part hereof. The project shall be executed in accordance with the utility plans dated February 14, 2008 on file with the Nevada Division of State Lands and by reference made a part hereof.

IN FURTHER CONSIDERATION for the grant of this easement, GRANTEE agrees to the following specific conditions:

1. **PURPOSE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s), understand and agree that this non-exclusive temporary utility construction easement is for one underground waterline only.
2. **TERM OF TEMPORARY EASEMENT:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree the Temporary Construction Easement shall expire immediately upon execution of the Permanent Easement, or November 1, 2009, whichever comes first.
3. **JURISDICTION OF STATE:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that this easement for underground waterline extends only to those certain real properties described in the legal description (**EXHIBIT A**) attached herein and by reference made a part hereof, and shall not be construed to authorize access across other private lands, and GRANTEE understands that if it wishes to utilize other portions of said property not granted to it through this easement, a new permit or easement to do so shall be required.
4. **CONSIDERATION:** In consideration of this non-exclusive temporary easement GRANTEE its successors and assigns, hereby agree to pay a one-time fee of TWO THOUSAND SEVEN HUNDRED TWENTY TWO DOLLARS (\$2,722.00), for this temporary easement representing a 90 day period. This fee represents an **annual** Fair Market Value (FMV) calculation of TEN THOUSAND EIGHT HUNDRED EIGHTY NINE DOLLARS (\$10,889.00), divided by 90 days which

is the estimated time for completion of the temporary construction easement. In the event this Temporary Easement takes less than 90 days, or exceeds the 90 day estimate for completion, the fee shall be adjusted accordingly on a monthly basis by NINE HUNDRED SEVEN DOLLARS (\$907.00), until such time of this temporary easement area being no longer needed. Fees for the temporary easement shall be due on or before July 1, 2008. Fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE, 5003
CARSON CITY, NV 89701**

5. **PERMITS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree that this easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.
6. **INDEMNIFICATION:** To the extent allowed by law, if any person, governmental agency, or other entity that is not a party to this Non-Exclusive Utility Easement commences a proceeding or makes a claim against a party to the Non-Exclusive Utility Easement (referred to as the "Indemnified Party") and if the claim arises from and/or is based upon a party's negligent or intentional acts or omissions, as determined through mediation (referred to as the "Responsible Party"), then the Responsible Party will indemnify the Indemnified Party from

the claim and reimburse the Indemnified Party any expended funds for the costs of mediation.

7. **NOTICE:** The Department of Conservation & Natural Resources must be notified at least 1 week prior to commencement of the work and shall have the right to have a representative inspect the State's property and the work performed thereon during the term of this authorization. GRANTEE shall notify:

**Sandra Quilici
Admin Assistant 4
Department of Conservation & Natural Resources
(775) 684-2700**

No work shall be allowed to begin until such time that GRANTEE receives written permission for work to begin from the office of the Department of Conservation & Natural Resources. The Division of State Lands shall be provided with a copy of written permission to proceed.

8. **INSPECTION AND MONITORING:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to allow GRANTOR the opportunity to inspect the waterline at any time during construction or after installation. GRANTEE agrees to allow interested agencies the opportunity to inspect the waterlines' construction site.
9. **MAINTENANCE:** GRANTEE, its successors and assigns, will be responsible for all maintenance of the waterline and understand and agree that the said waterline must be maintained in good repair at all times.

10. **DAMAGE TO STATE LAND:** GRANTEE, its successors and assigns, its agent(s), and/or contractor(s) understand and agree to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during the construction, location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the waterline, and further agrees to return the land and improvements, including asphalt, striping, concrete sidewalks and gutters to its same pre-project condition.
11. **TERM AND DISCONTINUATION:** The easement granted by GRANTOR and as described more particularly herein shall continue so long as the same may be necessary and required for the purposes for which it was granted. If at any time the GRANTEE should discontinue use of this temporary easement for a period of ONE (1) year, GRANTOR may terminate the easement, and all right, title and interest therein shall revert to GRANTOR, its successors and assigns, and GRANTOR shall have no further obligation to GRANTEE.
12. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, its agent(s) and/or contractor(s), understand and agree to conduct the project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

13. **PREHISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work on the projects and related activities, work will be temporarily halted and the State Historic Preservation Office shall be notified.
14. **ACCESS TO ENTRANCE AND PARKING LOT:** GRANTEE, its successors and assigns agree to instruct their respective contractors to conduct their operations as to offer the least possible obstruction and inconvenience to the Bryan Building parking lot, general public, including the residents, businesses and any other contractors working in the vicinity of the temporary easement project, and shall have under temporary construction no greater length or amount of work than each can prosecute properly with due regard to the rights of the public.

All covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

This easement does not become effective until the fee is paid. A fully executed and recorded copy of this temporary easement document must be returned to the Division of State Lands.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have subscribed this non-exclusive easement on the day and year first above written.

GRANTOR:

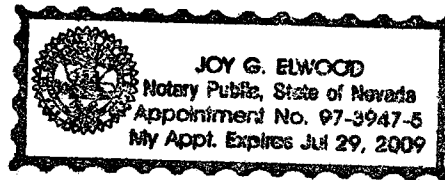
**STATE OF NEVADA
Division of State Lands**

By: *P.B.*
PAMELA B. WILCOX
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
)
) ss.
CITY OF CARSON CITY)

On, June 26 2008, personally appeared before me, a notary public,
PAMELA B. WILCOX, Administrator and Ex-Officio State Land Registrar, Division of
State Lands, who acknowledged that she executed the above instrument.

Joy G. Elwood
NOTARY PUBLIC



APPROVED as to Form:
CATHERINE CORTEZ MASTO
Attorney General

By: *Marta Adams*
for **COLLEEN E. HEMINGWAY**
Deputy Attorney General

Date 1 July 2008

BUILDINGS & GROUNDS

By: *Cindy Edwards*
CINDY EDWARDS
Administrator

Date 7/20/08

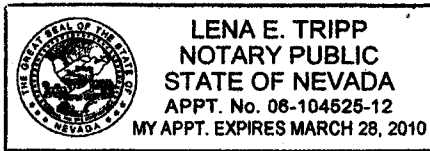
GRANTEE
CARSON CITY, A CONSOLIDATED MUNICIPALITY
REVIEWED AND RECOMMENDED BY:

By: *J.A.S.*
~~LAWRENCE WERNER, P.E., P.L.S.~~ *JEFFERY A. SHARP, P.E.*
City Engineer

STATE OF NEVADA)
)
) ss.
CITY OF CARSON CITY)

On *July 16* 2008, personally appeared before me, a notary public,
~~LAWRENCE WERNER~~, who acknowledged that he executed the above instrument.
JEFFERY A. SHARP

Lena E Tripp
NOTARY PUBLIC



APPROVED FOR LEGALITY AND FORM:

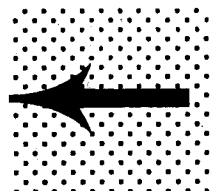
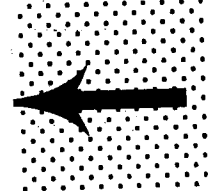
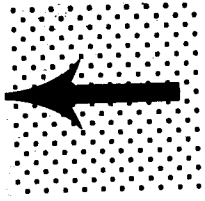
Carson City District Attorney Date

APPROVED:

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date





TRI STATE SURVEYING, LTD.

425 E. Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
Toll Free: 1-800-411-3752

Land Information Solutions

JN 05301.05.CM

EXHIBIT "A" TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A portion of land situate within the Southwest One-Quarter (SW ¼) of Section Seventeen (17), Township Fifteen (15) North, Range Twenty (20) East, M.D.M., Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at a point along the easterly line of the Reciprocal Parking and Access Easement as shown on the Record of Survey Supporting a Boundary Line Adjustment for State of Nevada Division of State Lands, Document No. 136951 (Map No. 1967) of Official Records, Carson City, Nevada, which bears South 00°52'26" West, 14.27 feet from the Northeast corner of said easement, said point also bears North 74°30'23" East, 2025.25 feet from the Southwest Section corner of said Section 17;

Thence South 90°00'00" East, 151.36 feet;

Thence South 45°00'00" East, 17.54 feet;

Thence South 00°45'50" West, 538.38 feet to a point which lies 10.00 feet northerly of the northerly Right of Way line of Little Lane as shown on said Map No. 1967;

Thence running parallel along a line 10.00 feet northerly of said northerly Right of Way line of Little Lane, South 89°07'34" East, 440.23 feet;

Thence South 44°07'43" East, 14.14 feet to a point on said northerly Right of Way line of Little Lane;

Thence along said northerly Right of Way line of Little Lane, North 89°07'34" West, 470.21 feet;

Thence leaving said northerly Right of Way line of Little Lane, North 00°45'50" East, 540.47 feet;

Thence North 90°00'00" West, 143.96 feet to the above mentioned easterly line of the Reciprocal Parking and Access Easement;

Thence along said easterly line of the Reciprocal Parking and Access Easement; North 00°52'26" East, 20.00 feet to the **POINT OF BEGINNING**, and the end of this description.

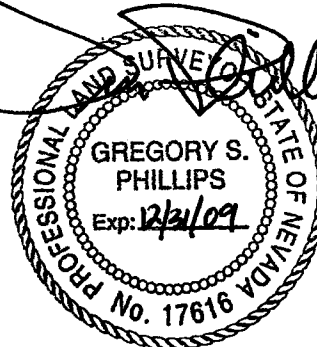
Contains 18,466 square feet, more or less.

The basis of bearings of this description is the South line of the Southeast 1/4 of section 17, T.15N., R.20E., M.D.M., being N 89°08'38" W, the grid bearing based upon NAD 27 (Nevada Zone West).

Prepared by Tri State Surveying, Ltd.

Gregory S. Phillips, PLS
Nevada Certificate No. 17616

01/31/08





Legend

- TempConstEsmt-A_013108
- TempConstEsmt-B_013108
- 3ft_WaterlineEsmt-A_013108

**Bryan Building site
Tri-State Easement Locations
Carson City, Nevada**

EXHIBIT "B"

