

Item # 45

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: September 19, 2008

Agenda Date Requested: October 2, 2008
Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to approve and authorize the Mayor to sign an agreement between William Schneider and Waltraud Schneider as "Trustees of the William and Waltraud Schneider Trust" and Carson City whereby William Schneider and Waltraud Schneider as "Trustees of the William and Waltraud Schneider Trust" agree(s) to convey a portion of certain real property described as Assessor's Parcel Number 009-161-16; in exchange for a portion of that certain real property described as APN 009-161-01 which is owned by Carson City and SEVEN THOUSAND, SIX HUNDRED FIFTY DOLLARS (\$7,650.00); and to approve the sign and electrical easement for APN 009-161-01.

Staff Summary: At the August 13, 2008, Regional Transportation Commission meeting the commission recommended that the Board of Supervisor approve the agreement between William Schneider and Waltraud Schneider as "Trustees of the William and Waltraud Schneider Trust" and Carson City for the acquisition of real property necessary to construct roadway improvements for Clearview Drive including Clearview/Carson Street Intersection. William Schneider and Waltraud Schneider as "Trustees of the William and Waltraud Schneider Trust" have agreed to purchase the remainder portion of APN 009-161-01, including the sign and electrical easement.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve and authorize the Mayor to sign an agreement between William Schneider and Waltraud Schneider as "Trustees of the William and Waltraud Schneider Trust" and Carson City whereby William Schneider and Waltraud Schneider as "Trustees of the William and Waltraud Schneider Trust" agree(s) to convey a portion of certain real property described as Assessor's Parcel Number 009-161-16; in exchange for a portion of that certain real property described as APN 009-161-01 which is owned by Carson City and SEVEN THOUSAND, SIX HUNDRED FIFTY DOLLARS (\$7,650.00); and to approve the sign and electrical easement for APN 009-161-01.

Explanation for Recommended Board Action: The Carson City Regional Transportation Commission approved a project to re-align the intersection of Clearview Drive/Carson Street including pavement replacement and curb, gutter and sidewalk installation on Clearview Drive. Public Works is finalizing the acquisition of right-of-way and easements necessary to allow the street to be re-aligned.

This portion of real property consists of 404 square feet and 3,513 square feet respectively

Applicable Statute, Code, Policy, Rule or Regulation: Nevada Revised Statutes relating to the purchase of real property.

Fiscal Impact: Revenue impact of \$7,650.00.

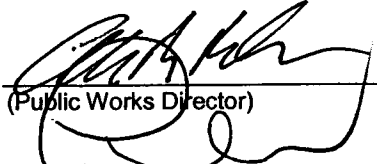
Explanation of Impact: The amount of the agreement was based on the appraisal from the firm of Johnson-Perkins & Associates' value determination letter of November 13, 2007, which was reviewed and approved by the Capital Program Manager and subsequently negotiated with the property owner.

Funding Source: Regional Transportation Commission

Alternatives: Do not approve the recommended action.

Supporting Material: Agreement, Sign Easement, Electrical Easement and Deeds


Prepared By: Kim Belt, Capital Program Manager

Reviewed By: 
(Public Works Director)

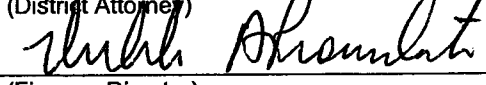
Date: 9/23/08


(City Manager)

Date: 9/27/08


(District Attorney)

Date: 9-23-08


(Finance Director)

Date: 9-23-08

Board Action Taken:

Motion: _____

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

(Vote Recorded By)

APN 009-161-16, 009-161-01

AFTER RECORDING RETURN TO:
KIM BELT
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498
APN 009-161-16, 009-161-01

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 200__, William Schneider and Waltraud Schneider as Trustees of the "William and Waltraud Schneider Trust" date April 5, 1995, hereinafter called the OWNER, and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called the CITY,

WITNESSETH:

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

(a) To convey all that certain real property for the purpose of widening Clearview Drive and the associated improvements upon over and across the subject property (009-161-16) to the CITY, its assigns; said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

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

(c) To pay the CITY in the manner hereinafter provided the sum of **SEVEN THOUSAND, SIX HUNDRED FIFTY DOLLARS (\$7,650.00)**.

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

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

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

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

(a) To convey a sign easement upon over and across the subject property (APN 009-161-01) to OWNER, its assigns; said easement situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBIT "B" attached hereto and made a part hereof.

(b) To deliver to the OWNER an easement deed for the property described in section 2 (a) of this agreement conveying said easement

(c) To convey all that certain real property upon over and across the subject property (009-161-01) to the OWNER, its assigns; said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibit "C" attached hereto and made a part hereof.

(d) To deliver to the OWNER a deed for the property described in section 2(c) of this agreement conveying all that said real property free and clear of any and all liens and encumbrances.

(e) To remove planter and grade parcel 009-161-01's eastern boundary to match the grade of parcel 009-161-16 in the area designated as Grading Area on Exhibit "D".

(f) To convey an easement, for a below ground electrical line to OWNER's relocated monument sign, to OWNER, its assigns; said easement situate, lying and being in Carson City, State of Nevada, and more particularly described in EXHIBIT "E" attached hereto and made a part hereof.

(g) To deliver to the OWNER an easement deed for the property described in section 2 (f) of this agreement conveying said easement

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

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

(a) That all of the facilities and improvements constructed within this agreement shall be designed and constructed in accordance with Carson City Development Standards.

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

(c) If OWNER or CITY fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a default breach of this Agreement. If OWNER or CITY fails, neglects, or refuses to cure the default upon the request of the other party, such other party, at its option, may correct such default and thereupon recover from the other party the cost thereof or may require the specific performance by the other party of all terms, conditions, and covenants of this agreement. The foregoing will be in addition to and exclusive of any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election.

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

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

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

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

APN 009-161-16, 009-161-01

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

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

(j) That CITY shall have the right to adapt and improve the whole or any part of said property in accordance with the provisions of N.R.S. 271.265.

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

APN 009-161-16, 009-161-01

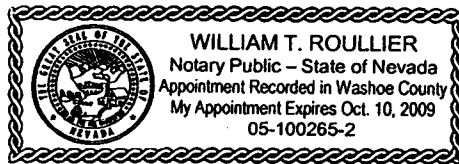
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

William Schneider *July 8/08*
 William Schneider, Date
 Trustee of the "William and Waltraud Schneider Trust"
 dated April 5, 1995

STATE OF NEVADA)
) SS.
 COUNTY OF WASHOE)

This instrument was acknowledged before me on *July 8*, 2008,
 by William Schneider as Trustee of the "William and Waltraud Schneider Trust" dated April 5, 1995.

[Signature]
 NOTARY PUBLIC

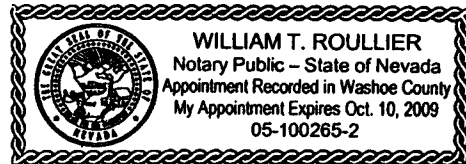


Waltraud Schneider *July 8/08*
 Waltraud Schneider, Date
 Trustee of the "William and Waltraud Schneider Trust"
 dated April 5, 1995

STATE OF NEVADA)
) SS.
 COUNTY OF WASHOE)

This instrument was acknowledged before me on *July 8*, 2008,
 by Waltraud Schneider as Trustee of the "William and Waltraud Schneider Trust" dated April 5, 1995.

[Signature]
 NOTARY PUBLIC



APN 009-161-16, 009-161-01

CITY:

REVIEWED AND RECOMMENDED BY:

Kim Belt 4/5/08
KIM BELT *Date*
Capital Program Manager

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney *Date*

MARV TEIXEIRA, Mayor *Date*

ATTEST:

ALAN GLOVER, Clerk-Recorder *Date*

Ptn of APN 009-161-16

AFTER RECORDING RETURN TO:

KIM BELT
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

DEED

THIS DEED, made this ___ day of _____, 20___, between William Schneider and Waltraud Schneider as Trustees of the "William and Waltraud Schneider Trust" date April 5, 1995, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, all that certain real property for roadway purposes, upon, over and across said real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof:

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance, including the right of the public to travel over and across and to recreate upon said land.

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

Ptn of APN 009-161-16

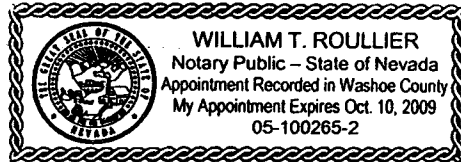
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

William Schneider 7/8/08
Date
William Schneider,
Trustee of the "William and Waltraud Schneider Trust"
dated April 5, 1995

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 8, 2008,
by William Schneider as Trustee of the "William and Waltraud Schneider Trust" dated April 5, 1995.

[Signature]
NOTARY PUBLIC

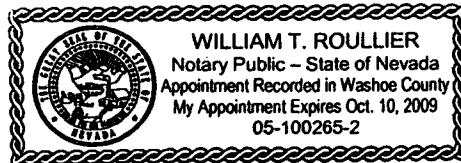


Waltraud Schneider 8/08/08
Date
Waltraud Schneider,
Trustee of the "William and Waltraud Schneider Trust"
dated April 5, 1995

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 8, 2008,
by Waltraud Schneider as Trustee of the "William and Waltraud Schneider Trust" dated April 5, 1995.

[Signature]
NOTARY PUBLIC



Ptn of APN 009-161-16

CITY:

REVIEWED AND RECOMMENDED BY:

K. Belt 8/5/08
KIM BELT Date
Capital Program Manager

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date

March 13, 2008
AK/MB
587108.00 0003

EXHIBIT "A"

CITY EXHIBIT PARCEL "A"

A portion of Parcel 2 of as shown on Record of Survey Map No. 2308, filed as File No. 230508, Official Records of Carson City, Nevada, being in the Northwest One Quarter (NW ¼) of the Northwest One Quarter (NW ¼) of Section 32, Township 15 North, Range 20 East, M. D. M., in Carson City, Nevada, described as follows:

COMMENCING at the Northeast corner of said Parcel 2; thence, along the northerly line of said Parcel 2, North 89°09'06" West 33.44 feet to the **TRUE POINT OF BEGINNING**; thence, leaving said northerly line, South 83°53'22" West 82.63 feet to a point on the westerly line of said Parcel 2, (said line being shown as N07° 47'51"E 49.73' on said map); thence, along said westerly line, North 08°30'04" East 10.10 feet, to a point on the northerly line of said Parcel 2; thence, along the northerly line of said Parcel 2, South 89°09'06" East 80.67 feet to the **POINT OF BEGINNING**.

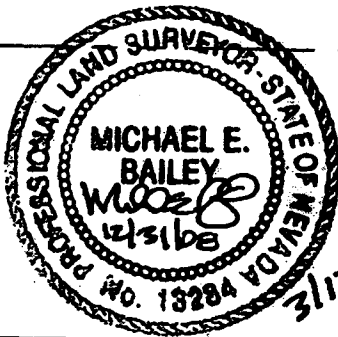
Containing 404 square feet of land, more or less.

The basis of bearings for this description is the Nevada State Plane Coordinate System, West Zone.



Exhibit A to Exhibit A

009-125-07
CARSON SOUTHGATE LLC

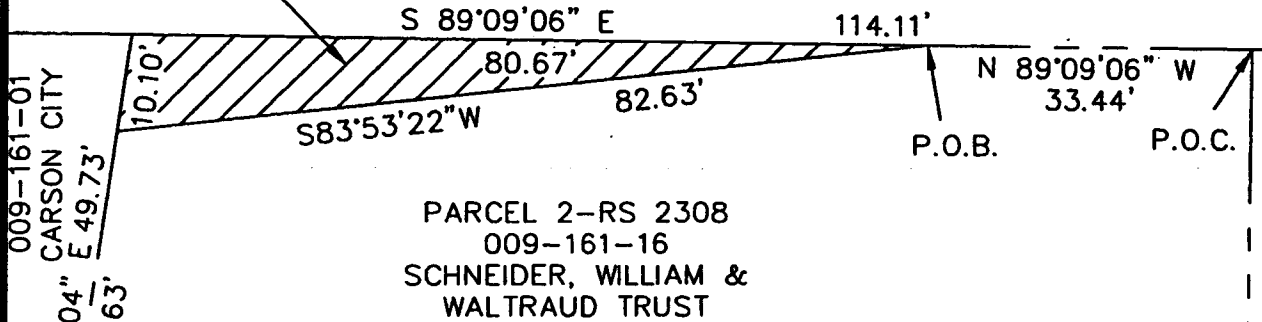


3/17/08

15+00

CLEARVIEW DRIVE

PARCEL A
404 S.F.
DEDICATED TO
CARSON CITY



PARCEL 2-RS 2308
009-161-16
SCHNEIDER, WILLIAM &
WALTRAUD TRUST

LEGEND

- — — — — CENTERLINE
- — — — — PROPERTY LINE

PARCEL A-CLEARVIEW DRIVE
RIGHT-OF-WAY TAKE

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

EXHIBIT B - PARCEL A

SHEET: 1 OF 1
SCALE: 1" = 20'
APPROVED: MEB
DATE: 3/13/08



555 Double Eagle Court
Suite 2000
Reno, Nevada 89521
Telephone: 775/828-1822
Fax: 775/828-1826

ENGINEERING PLANNING SURVEYING CONSTRUCTION SERVICES

Exhibit B to Exhibit A

APN 009-161-01

AFTER RECORDING RETURN TO:
KIM BELT
PUBLIC WORKS DEPARTMENT
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

EASEMENT DEED

THIS DEED, made this ___ day of _____, 20___, between William Schneider and Waltraud Schneider as Trustees of the "William and Waltraud Schneider Trust" date April 5, 1995, hereinafter called GRANTEE, and the CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

WITNESSETH:

That the CITY, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns forever a permanent easement for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating a monument sign upon, over and across certain real property; said easement is shown and more fully described in Exhibits "A" and "B", attached hereto and made a part hereof:

IT IS FURTHER AGREED:

1 GRANTEE shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said sign.

2 GRANTEE shall be responsible for any damage to personal property or improvements, suffered by CITY, or any successor to the interests in the above-described land held by CITY at the time of the granting of this easement, by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said sign.

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

APN 009-161-01

4 CITY, or any successor to the interests in the above-described land held by CITY at the time of the granting of this easement, shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of GRANTEE is inconsistent with GRANTEE's use of said easement.

APN 009-161-01

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

MARV TEIXEIRA, Mayor *Date*

STATE OF)
) SS.
COUNTY OF)

This instrument was acknowledged before me on _____, 20__,
by MARV TEIXEIRA, Mayor.

NOTARY PUBLIC

CITY:

REVIEWED AND RECOMMENDED BY:

K. Belt 8/15/08
KIM BELT *Date*
Capital Program Manager

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney *Date*

ATTEST:

ALAN GLOVER, Clerk-Recorder *Date*

May 7, 2008
AK/MB
587108.00 0003

EXHIBIT "A"

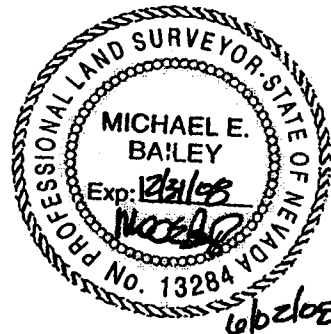
CITY EXHIBIT - "SIGN EASEMENT"

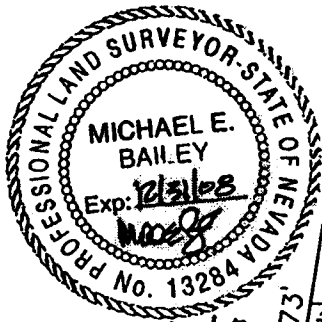
A portion of the Northwest One Quarter (NW ¼) of the Northwest One Quarter (NW ¼) of Section 32, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada, described as follows:

COMMENCING at the Northwest corner of Parcel 3 of Record of Survey Map No. 2308, File No. 230508, Official Records of Carson City, Nevada; thence, along a northerly extension of the westerly line of said Parcel 3, North 08°30'20" East 16.65 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said northerly extension, North 08°30'20" East, 18.00 feet; thence leaving said Northerly extension, South 89°09'06" East 24.00 feet; thence South 00°50'54" West 17.86 feet; thence, North 89°06'48" West 26.40 feet to the **POINT OF BEGINNING**.

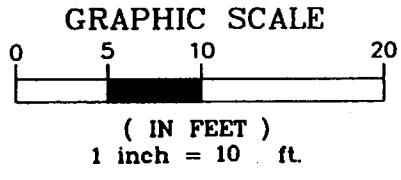
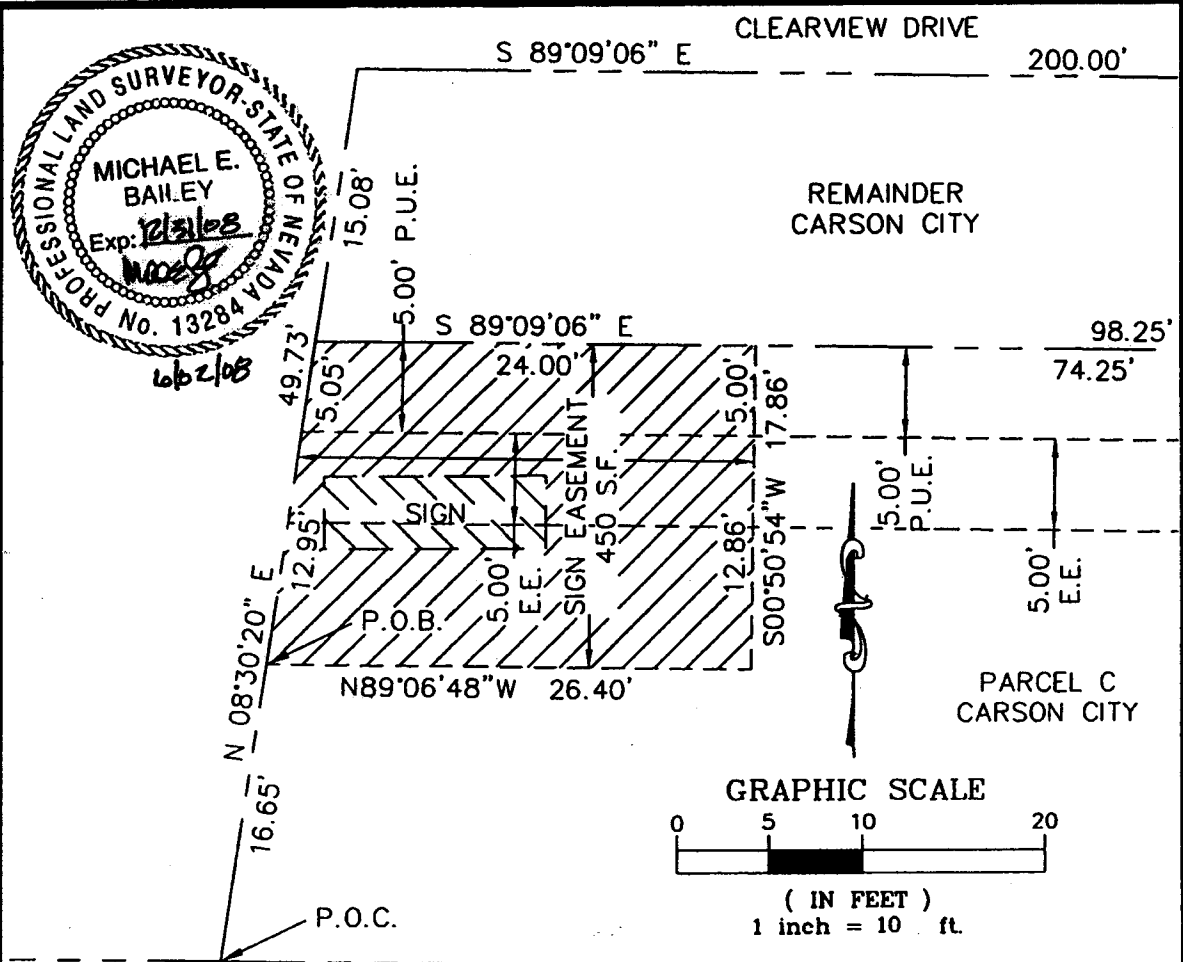
Containing 450 square feet of land, more or less.

The basis of bearings for this description is the Nevada State Plane Coordinate System, West Zone.





6/2/08



009-161-14
STATE OF NEVADA

LEGEND

- PROPERTY LINE
- EASEMENT
- SIGN EASEMENT
- PROPOSED SIGN
- P.U.E. PUBLIC UTILITY EASEMENT
- E.E. PRIVATE ELECTRICAL EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

PARCEL 3-RS 2308
009-161-15
GREGG STREET PARTNERS LLC

EXHIBIT B - SIGN EASEMENT
 SHEET: 1 OF 1
 SCALE: 1" = 10'
 APPROVED: MEB
 DATE: 5/7/08

PBSJ
 555 Double Eagle Court
 Suite 2000
 Reno, Nevada 89521
 Telephone: 775/828-1622
 Fax: 775/828-1828
 ENGINEERING PLANNING SURVEYING CONSTRUCTION SERVICES

Exhibit B to Exhibit B

Ptn of APN 009-161-01

AFTER RECORDING RETURN TO:

KIM BELT
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

DEED

THIS DEED, made this ___ day of _____, 20__, between William Schneider and Waltraud Schneider as Trustees of the "William and Waltraud Schneider Trust" date April 5, 1995, hereinafter called GRANTEE, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

WITNESSETH:

That the CITY, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell unto the GRANTEE and to its assigns forever all that certain real property situate, lying and being in Carson City, State of Nevada, and more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof:

EXCEPTING THEREFROM an easement for utility purposes being 5 feet in width parallel with and adjacent to the southerly right of way line for Clearview Drive.

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

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

Ptn of APN 009-161-01

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

MARV TEIXEIRA, Mayor *Date*

STATE OF)
) SS.
COUNTY OF)

This instrument was acknowledged before me on _____, 20__,
by MARV TEIXEIRA, Mayor.

NOTARY PUBLIC

CITY:

REVIEWED AND RECOMMENDED BY:

K. Belt *8/5/08*

KIM BELT *Date*
Capital Program Manager

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney *Date*

ATTEST:

ALAN GLOVER, Clerk-Recorder *Date*

May 7, 2008
AK/MB
587108.00 0003

EXHIBIT "A"

CITY EXHIBIT PARCEL "B"

A portion of the Northwest One Quarter (NW ¼) of the Northwest One Quarter (NW ¼) of Section 32, Township 15 North, Range 20 East, M.D.M., in Carson City, Nevada, described as follows:

BEGINNING at the Northeast corner of Parcel 3 of as shown on Record of Survey Map No. 2308, filed as File No. 230508, Official Records of Carson City, Nevada; thence, along a Northerly extension of the Easterly line of said Parcel 3, North 00°51'00" East 34.34 feet; thence, South 89°09'06" East 61.96 feet; thence, North 83°53'22" East 40.74 feet to a point on the westerly line of Parcel 2 of said Record of Survey Map No. 2308 (said line being shown as N07° 47'51"E 49.73' on said map); thence, along the westerly line of said Parcel 2, South 08°30'04" West 39.63 feet, and the southerly terminus of said westerly line; thence, along the northerly line of said Parcel 2, North 89°09'06" West 97.13 feet to the **POINT OF BEGINNING**.

TOGETHER WITH:

A public utility easement over the northerly 5.00 feet of the above described Parcel "B," shown as "5.00' P.U.E." in Exhibit B.

Containing 3,513 square feet of land, more or less.

The basis of bearings for this description is the Nevada State Plane Coordinate System, West Zone.

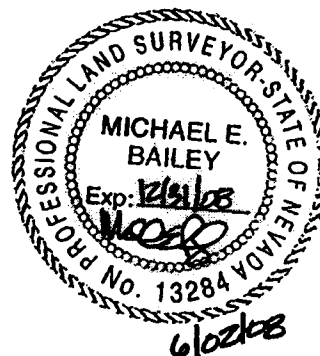
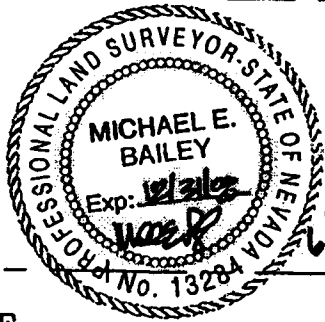


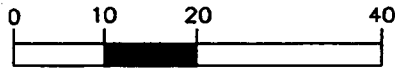
Exhibit A to Exhibit C



13+00

14+00

GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

CLEARVIEW DRIVE

S 89°09'06" E

200.00'

PARCEL A
CARSON CITY

REMAINDER
CARSON CITY

5.00'
P.U.E.

S 89°09'06" E 61.96'

N83°53'22"E

40.74'

PARCEL C
CARSON CITY

5.00'
E.E.

N00°51'00"E

34.34'

5.00'
P.U.E.

PARCEL B
3,513 S.F.
CARSON CITY

P.O.B.

10.10

49.73'
S08°30'04"W

PARCEL 3
RS 2308
009-161-15
GREGG STREET,
PARTNERS LLC

N89°09'06"W

97.13'

PARCEL 2-RS 2308
009-161-16
SCHNEIDER, WILLIAM &
WALTRAUD TRUST

LEGEND

- — — — — CENTERLINE
- — — — — PROPERTY LINE
- - - - - EASEMENT

PARCEL B

- P.U.E. PUBLIC UTILITY EASEMENT
- E.E. PRIVATE ELECTRICAL EASEMENT
- P.O.B. POINT OF BEGINNING

EXHIBIT B - PARCEL B

SHEET: 1 OF 1
SCALE: 1" = 20'
APPROVED: MEB
DATE: 5/7/08



555 Double Eagle Court
Suite 2000
Reno, Nevada 89521
Telephone: 775/826-1622
Fax: 775/826-1626

ENGINEERING PLANNING SURVEYING CONSTRUCTION SERVICES

Exhibit B to Exhibit C

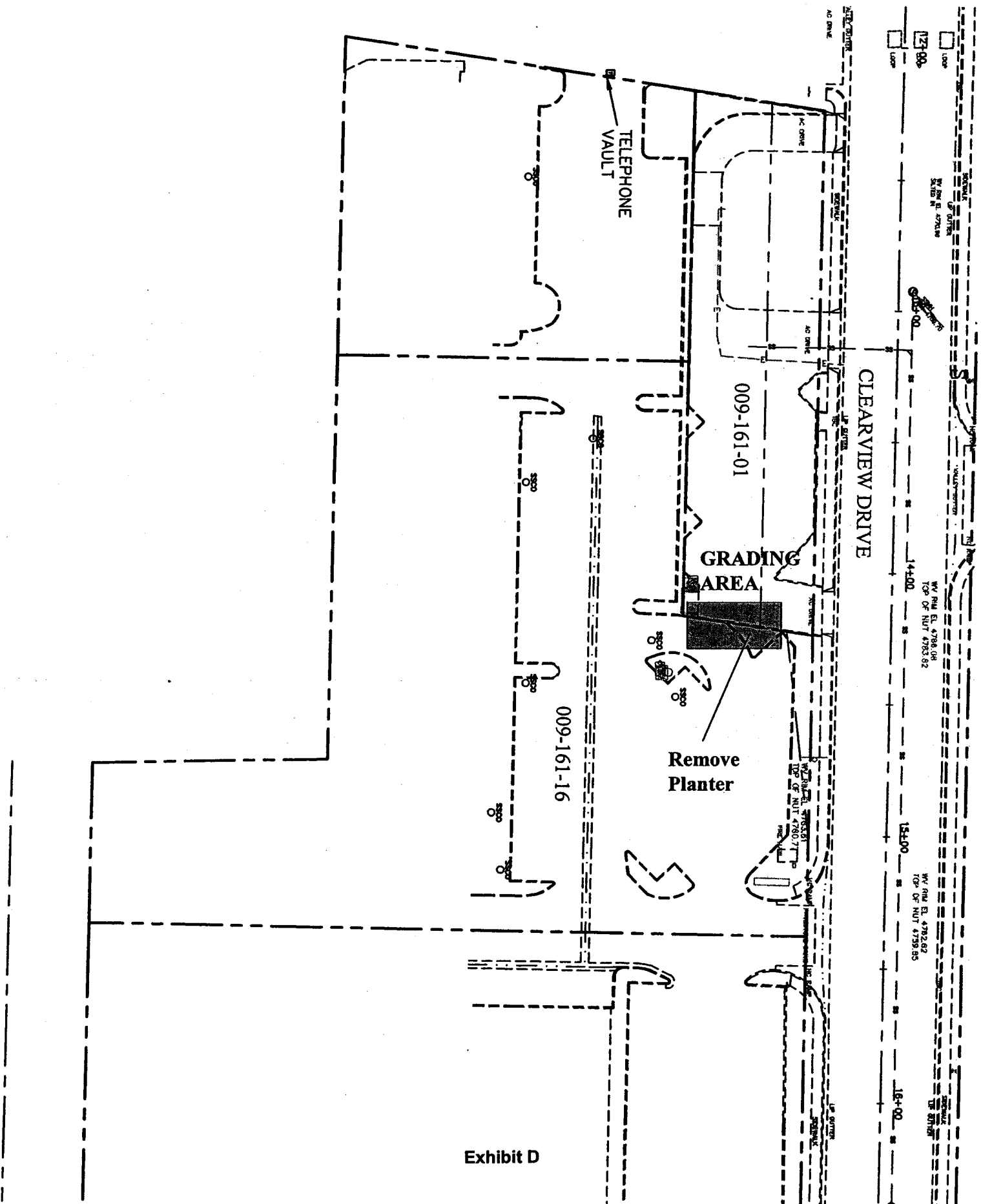


Exhibit D

APN 009-161-01

AFTER RECORDING RETURN TO:
KIM BELT
PUBLIC WORKS DEPARTMENT
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

EASEMENT DEED

THIS DEED, made this ____ day of _____, 20__, between William Schneider and Waltraud Schneider as Trustees of the "William and Waltraud Schneider Trust" date April 5, 1995, hereinafter called GRANTEE, and the CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

WITNESSETH:

That the CITY, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns forever a permanent easement for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating an underground electrical service line together with all appurtenances thereto across certain real property; said easement being 5 feet in width and designated as "5.00' E.E." in Exhibit B - Parcel C, attached hereto and made a part hereof:

IT IS FURTHER AGREED:

1 GRANTEE shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said underground electrical service line.

2 GRANTEE shall be responsible for any damage to personal property or improvements, suffered by CITY, or any successor to the interests in the above-described land held by CITY at the time of the granting of this easement, by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said underground electrical service line.

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

APN 009-161-01

4 CITY, or any successor to the interests in the above-described land held by CITY at the time of the granting of this easement, shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of GRANTEE is inconsistent with GRANTEE's use of said easement.

APN 009-161-01

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

MARV TEIXEIRA, Mayor Date

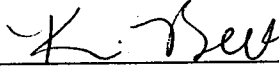
STATE OF)
) SS.
COUNTY OF)

This instrument was acknowledged before me on _____, 20__,
by MARV TEIXEIRA, Mayor.

NOTARY PUBLIC

CITY:

REVIEWED AND RECOMMENDED BY:

 8/5/08

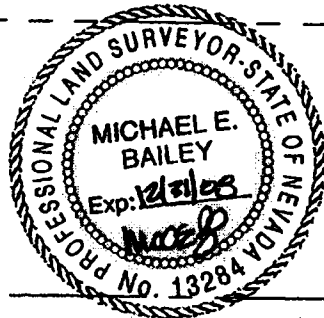
KIM BELT Date
Capital Program Manager

APPROVED FOR LEGALITY AND FORM:

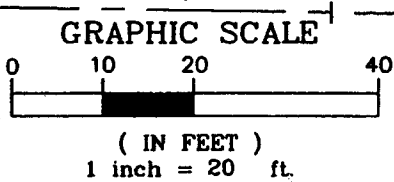
Carson City District Attorney Date

ATTEST:

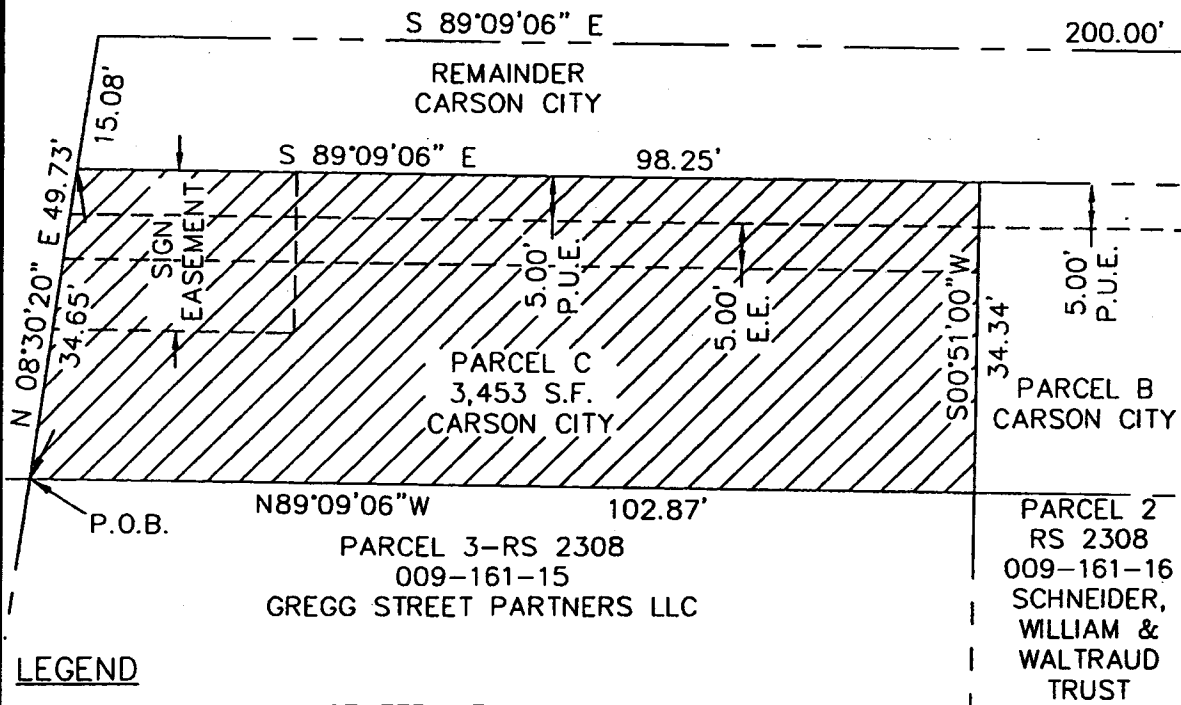
ALAN GLOVER, Clerk-Recorder Date



13+00



CLEARVIEW DRIVE



LEGEND

- — — — — CENTERLINE
- — — — — PROPERTY LINE
- - - - - EASEMENT

PARCEL C

- P.U.E. PUBLIC UTILITY EASEMENT
- E.E. PRIVATE ELECTRICAL EASEMENT
- P.O.B. POINT OF BEGINNING

EXHIBIT B - PARCEL C
 SHEET: 1 OF 1
 SCALE: 1" = 20'
 APPROVED: MEB
 DATE: 5/7/08



555 Double Eagle Court
 Suite 2000
 Reno, Nevada 89521
 Telephone: 775/828-1622
 Fax: 775/828-1626

ENGINEERING, PLANNING, SURVEYING, CONSTRUCTION SERVICES

Exhibit E

ESCROW INSTRUCTIONS

Carson City

Curry Drive Widening
Owner: Carson City
Grantee: William and Waltraud
Schneider Trust
Escrow #

To: Northern Nevada Title Company

In accordance with the attached agreement between the William and Waltraud Schneider Trust and the Carson City please perform the following services:

1. Disburse the sum of **[\$7,650]** to Carson City which sum will be furnished by William and Waltraud Schneider for your deposit in escrow.
2. Issue a title report reflecting all easements, encumbrances and liens of record.
[X] Yes [] No
3. Issue Title Insurance in the amount of **[\$11,900]**.
4. Pay all accrued, due or delinquent property taxes, up to and including the date of recording, public improvement bonds, sewer use fees or assessments, together with penalties, if any, to which this parcel is subject.
5. Record the instrument(s) conveying title or interest to "William and Waltraud Schneider Trust" dated April 5, 1995.
6. Furnish a copy of the closing statements to both Grantee and Carson City showing the complete breakdown of disbursements out of the escrow.
7. Full payment of escrow fees to be made upon completion and receipt of all items listed above.
8. The City of Carson is not responsible for and will not pay any real estate commissions nor will any real estate commissions be deducted from funds placed in escrow.

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

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

Escrow Officer Date

K. Bell 8/5/08
~~City Engineer~~ Date
Capital Program Manager

William Schneider 7/8/08
Grantee Date

Waltraud Schneider 7/8/08
Grantee Date

ESCROW INSTRUCTIONS

Carson City

Parcel: Fee Taking
Clearview Drive Widening
Owner: William and Waltraud Schneider
Trust
Escrow # CC-1070608-LS

To: Northern Nevada Title Company

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

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

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

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

_____	_____
Escrow Officer	Date
<i>K. Beer</i>	8/15/08
City Engineer	Date
Capital Program Manager	

<i>William Schneider</i>	7/8/08
Grantor	Date
<i>Waltraud Schneider</i>	7/8/08
Grantor	Date