

Item # 8-2

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: July 1, 2009

Agenda Date Requested: July 16, 2009
Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to approve and authorize the Mayor to sign an Agreement for the Adjustment of Utility Facilities between State of Nevada Department of Transportation (NDOT) and Carson City for Carson City Freeway, Phase 2B-1, Koontz to Clearview Section, allowing the City to be reimbursed for direct costs associated with water facility relocations as a result of the NDOT freeway project. (Burnham)

Staff Summary: An Agreement for the Adjustment of Utility Facilities is needed between NDOT and Carson City in order for Carson City to be reimbursed for direct costs associated with water facility relocations as a result of the NDOT freeway project. The City will be reimbursed for costs associated with inspection and testing services provided by City staff for water facility improvements performed by the NDOT contractor. In addition, the City will be reimbursed for certain minor water facility work performed by City crews or City hired contractors. The City's costs are estimated to be \$99,000, all of which are reimbursable. The costs to be paid directly by NDOT for water facility improvements are estimated at \$516,000.

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 for the Adjustment of Utility Facilities between State of Nevada Department of Transportation (NDOT) and Carson City for Carson City Freeway, Phase 2B-1, Koontz to Clearview Section, allowing the City to be reimbursed for direct costs associated with water facility relocations as a result of the NDOT freeway project.

Explanation for Recommended Board Action: In order to allow the City to be reimbursed for direct costs associated with water facility relocations required by the NDOT freeway project, this Agreement is necessary.

Applicable Statute, Code, Policy, Rule or Regulation: 23 CFR 645 Subpart A of the U.S. Department of Transportation, Federal Highway Administration.

Fiscal Impact: Estimated \$99,000 City cost to be reimbursed by NDOT.

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: Do not approve the Agreement.

Supporting Material: Agreement for the Adjustment of Utility Facilities

Prepared By: Jeff Sharp, City Engineer

Reviewed By: [Signature]
(Public Works Director)

Date: 7-7-09

[Signature]
(City Manager)

Date: 7-7-09

Melanie Bunketto
(District Attorney)

Date: 7-7-09

Nancy Paulson
(Finance Director)

Date: 7/7/09

Board Action Taken:

Motion: _____

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

(Vote Recorded By)

Project: MG-395-1(006)
E.A.: 71366
Carson City Freeway, Phase 2B-1
Koontz to Clearview Section
Agreement # _____

AGREEMENT FOR THE ADJUSTMENT
OF UTILITY FACILITIES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the STATE OF NEVADA acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter referred to as STATE, and CARSON CITY, a consolidated municipality under Nevada Revised Statutes, whose mailing address is 3505 Butti Way, Carson City, Nevada 89701, hereinafter referred to as CITY.

WHEREAS, in the course of construction of Project MG-395-1(006), E.A. 71366, certain adjustments will have to be made to utility facilities owned by CITY; specifically, STATE shall adjust and/or relocate CITY'S 12" temporary and 12" permanent water lines located at Koontz Drive and Clearview Drive along US 395 South left and right of approximate Highway Engineer's Station "L" 123+50 to left and right of approximate Highway Engineer's Station "O" 145+50. STATE shall perform said adjustments in accordance with CITY'S specifications attached hereto as EXHIBIT "B" and made a part hereof; and,

WHEREAS, CITY shall abandon the 10" Sonoma waterline, stub out three fire hydrants, relocate a reimbursable 2" water service at Valley View and inspect the STATE'S construction of installations under the terms of this agreement. CITY shall perform said work in accordance with CITY'S specifications attached hereto as said EXHIBIT "B"; and,

WHEREAS, CITY has established its compensable interests in and to the facilities needing adjustment as set forth in the document attached hereto, as EXHIBIT "C" and made a part hereof.

WHEREAS, STATE and CITY shall execute a Consent to Common Use Agreement for facilities installed at the Clearview location and a Non-Revocable Permit for some or all of the adjustments in the forms attached as EXHIBITS "D" and "E".

NOW, THEREFORE, STATE and CITY hereby agree as follows:

1. STATE'S contractor will place CITY'S temporary water lines and permanent casing and waterlines through the Koontz and Clearview bridges. CITY'S signature of this agreement hereby authorizes STATE to perform said adjustments per the plans attached hereto as said EXHIBIT "B". CITY is required to provide all inspection and testing of these installations and coordinate with STATE'S contractor to prevent delays to construction. CITY will be responsible for Quality Acceptance testing of both temporary and permanent water lines. Pressure and sanitation tests will be performed by the CITY or its contractor. City shall provide a tentative schedule of testing timeframes to STATE for inclusion into the STATE'S contract.
2. CITY is hereby given notice STATE does not warranty nor assume liability for these installations. STATE does not warranty the attached cost estimates as CITY and STATE are subject to the awarded bids for this contract. Actual cost may vary from the estimated costs included in this agreement. CITY will perform additional work to complete said relocations per the terms described in this agreement and in Paragraphs 1-15 inclusive.
3. When CITY has been authorized in writing to proceed with the adjustments by STATE, and CITY has notified STATE'S designated inspector, as required in Paragraph 12 hereof, CITY shall cause the necessary adjustments to be performed in accordance with the drawings attached hereto, as said EXHIBIT "B".

Said adjustments will be performed in accordance with the provisions of the Code of Federal Regulations 23 CFR 645 Subpart A, as referenced on the U.S. Department of Transportation, Federal Highway Administration website, hereinafter referred to as 23 CFR 645 Subpart A, said federal regulations being incorporated by reference and Nevada law. Adjustments and abandonments not included in STATE'S contract shall be completed by December 1, 2009, and after receipt of the Notice to Proceed per the terms and conditions in Paragraph 12.

STATE shall provide CITY with forty-eight (48) hour notice for on-call inspection and acceptance testing. CITY shall provide STATE with testing results within twenty-four (24) hours of completing a seventy-two (72) hour testing cycle. STATE shall provide submittals to CITY'S Engineer and CITY shall provide a written response to STATE within fourteen (14) calendar days. To request approval for changes, CITY shall provide a written request to STATE'S Resident Engineer or Project Manager and not the contractor. Change orders will be provided to CITY'S Engineer by STATE for CITY'S review and approval prior to executing the change order. CITY shall provide written response within five (5) working days to STATE for the review of all change orders submitted to the CITY for review.

4. All other notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail or, mailed by certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party at the address set forth below:

FOR STATE: Susan Martinovich, P.E., Director
Attn: Susan Singer, Supervisory Right-of-Way Agent
1263 S. Stewart Street
Carson City, NV. 89712
Phone: (775) 888-7398
Fax: (775) 888-7313
Email: ssinger@dot.state.nv.us

FOR CITY: Andrew Burnham, Public Works Director
Attn: Jeffery Sharp, P.E., City Engineer
3505 Butti Way
Carson City, NV. 89701
Phone: (775) 887-2300 ext. 30084
Fax: (775) 887-2283
Email: JSharp@ci.carson-city.nv.us

5. The portion of the adjustments to CITY 'S facilities identified on Exhibit "B" as "work to be performed by CITY" will be performed by CITY using its own construction and/or maintenance personnel at its standard wages and working conditions and hours in accordance with the agreements CITY has with its employees. At the CITY'S discretion, some or all of the work may be performed by (a) a continuing contractor hired in accordance with provisions of an existing, written continuing contract with CITY or, (b) a contractor hired in accordance with CITY 'S established procedures (collectively "CITY Contractor"). Before hiring the CITY Contractor, CITY shall submit the amount of CITY Contractor's bid ("bid amount"), in writing, to STATE for approval. STATE shall provide CITY with written acceptance or disapproval of and any comments to CITY regarding the bid amount within ten (10) business days of receipt. If CITY does not receive comments from STATE by the end of that ten (10) business-day period, it will be deemed that STATE consents to the bid amount and authorizes CITY to hire the CITY Contractor. If STATE disapproves the bid amount, then the relocation shall be placed on hold and the parties will discuss revising the design and scope of the relocation and the agreement will be amended as necessary.

6. The parties hereto recognize CITY is a self-insured entity. Subject to Paragraph 21 below, STATE and CITY hereby agree to fully exonerate, indemnify, defend and hold harmless the other and their respective departments, divisions, agencies, officers or employees from and against all claims of actions and all

expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, negligence, omission or act of the party or any person employed by the party, or any others for whose acts the party is legally liable, but only in relation to work performed by that party in connection with this Agreement. The sums shall include, in the event of any actions, the amount of the judgment, court costs, expense of litigation, expert witness fees, and reasonable attorney's fees.

7. Should CITY elect to utilize an outside contractor to perform any or all of the adjustments necessary within the work-site, CITY shall require said contractor to maintain, at its own or CITY'S expense, worker's compensation and general liability insurance with a single limit of One Million and 0/100 Dollars (\$1,000,000.00) naming the STATE as an additional insured and to maintain such insurance for the entire period during which the contractor occupies and or conducts excavation, construction and or installation activities within the STATE'S right-of-way under this Agreement.

The insurance policies shall include a provision requiring a thirty (30) day advance written notice of any modification or cancellation of said policies. All insurance policies shall be with a company having an A.M. Best and Company, Inc. policyholder rating of A-VII or better. The insurance provider, CITY'S insurance broker, or CITY shall furnish the STATE with insurance policy endorsements, declarations page, and certificates of insurance evidencing such insurance before commencement of work, excavation, construction, installation and/or occupancy of said right-of-way.

8. The total estimated cost for performing the adjustments by STATE' contractor is FIVE HUNDRED SIXTEEN THOUSAND THREE HUNDRED NINETY-THREE AND 80/100 DOLLARS (\$516,393.80), of which FIVE HUNDRED SIXTEEN THOUSAND THREE HUNDRED NINETY-THREE AND 80/100 DOLLARS (\$516,393.80) is payable by STATE. ZERO AND NO/100 DOLLARS (\$-0-) is attributable to salvage credits and ZERO AND NO/100 DOLLARS (\$-0-) is attributable to voluntary betterments undertaken by CITY. The total estimated cost for performing the adjustments by CITY is NINETY EIGHT THOUSAND FIVE HUNDRED SIX AND 10/100 DOLLARS (\$98,506.10), of which, NINETY EIGHT THOUSAND FIVE HUNDRED SIX AND 10/100 DOLLARS (\$98,506.10) is eligible for reimbursement. Details of the estimated costs are set forth in said EXHIBIT "A" attached hereto and made a part hereof.

The STATE shall pay CITY'S invoices in accordance with Paragraph 10 below. Under this Agreement, cost or costs include without limitation those items provided for in NRS 408.407, NAC 408.303 through 408.379, inclusive, and 23 CFR 645.117.

9. The parties designate that the method of developing the adjustment costs shall be actual direct and related indirect costs to be accumulated in accordance with an approved work order accounting system or procedure prescribed by the applicable Federal or State regulatory body in accordance with the provisions of 23 CFR 645 Subpart A.

10. CITY shall submit to STATE the original plus three (3) copies of a detailed, itemized statement showing all the costs for which CITY is claiming reimbursement. In accordance with NAC 408.379(6), the STATE will, within 60 days after it receives a final billing from the CITY, pay the CITY an amount equal to at least ninety-five percent (95%) of the cost of the relocation. STATE may perform the required audit and reimburse CITY for all appropriate charges in accordance with the provisions of 23 CFR 645 Subpart A. STATE shall cause the audit report to be completed within 180 days after it receives the final billing from CITY. Upon receipt of the audit report (not to exceed 180 days after it received the final billing from CITY), STATE shall remit payment of the remaining five percent (5%) minus any exceptions identified in the audit report. CITY may submit monthly progress billings in addition to the final statement referenced, as the adjustment work progresses. STATE shall, within 60 days after it receives the monthly progress billing, pay CITY the amount of that billing. During that 60-day period, STATE'S assigned inspector shall verify that the work has been performed and the items for which the monthly billing applies have been purchased for use on the described project. Such monthly billings shall not be held pending audit.

11. The accounts and records of CITY pertaining to the adjustments shall be subject to audit by representatives of STATE and/or the Federal Highway Administration for a period of three years after CITY has received final payment. CITY shall retain the financial records relating to the adjustments and shall make the records available for inspection by representatives of STATE and/or the Federal Highway Administration upon request during the course of the adjustments and for a period of not less than three years after CITY has received final payment.

12. CITY shall not proceed with the adjustments until it has received a "Notice to Proceed", in writing, from STATE and until CITY has notified STATE'S designated inspector of the commencement date for the adjustments and/or relocation, and after CITY receives the document identified in Paragraph 13 below for the adjustments. CITY will not be reimbursed for any otherwise eligible costs, excepting preliminary engineering costs, which accrue in advance of its receipt of the written "Notice to Proceed" from STATE, nor for any costs incurred in the absence of the required notice to STATE'S inspector. Notwithstanding the foregoing, the STATE acknowledges that it authorized CITY to begin work on the adjustments before the parties signed this Agreement. Accordingly, the STATE shall reimburse CITY for costs it incurred before the execution of this Agreement in accordance with NRS 408.407, NAC 408.303 through 408.379, inclusive, and 23 CFR 645.117.

13. CITY shall apply for a Right-of-Way Occupancy Permit pursuant to the provisions of NRS 408.423, NRS 408.210, and NAC 408. STATE shall provide CITY with a Non-Revocable Permit for the adjustments substantially in the form attached to this Agreement as said Exhibit "E." CITY shall obtain a temporary construction permit from The Department of Transportation's District II office for future maintenance, as needed.

14. CITY and STATE shall record a Consent to Common Use Agreement reflecting CITY'S and STATE'S separate and mutual rights with the appropriate descriptions contained therein.

15. CITY shall not pass over or through the freeway access control fence for purposes of maintenance, repair, replacement, inspection or operation of its facilities and shall instead, achieve access from freeway interchanges, frontage roads, cross streets or other access roads. Access is not permitted from the freeway main-traveled way or ramps. CITY may be required to perform inspection from below the bridge; CITY shall obtain a temporary permit from STATE'S District II Permit Office prior to proceeding with said inspection.

16. Notwithstanding the provisions of Paragraph 15 above, in the case of an extreme emergency involving CITY 'S facilities, in accordance with NAC 408.461(3) CITY shall have reasonable use of the freeway for performing emergency maintenance. CITY shall notify STATE within 24 hours after beginning excavation.

17. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.

18. This agreement constitutes the entire agreement between the parties and shall not be modified unless in writing and signed by the parties.

19. The STATE understands that CITY relies on information provided by the STATE when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the STATE assumes all responsibilities and liabilities for repair, replacement, modification or other work to CITY facilities (A) that were installed based on surveys or staking provided by the STATE or the STATE'S agents and are found to be located outside the recorded property rights granted for such facilities, or (B) resulting from or arising out of incomplete or inaccurate data and other information supplied to CITY by the STATE, or (C) resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to CITY by the STATE. This paragraph 19 shall survive termination of this agreement.

20. Unless specifically stated to the contrary, all references to days in this Agreement refer to calendar days. Any reference to a "business day" refers to a day that is not a Saturday, Sunday, legal holiday (or observed as a legal holiday) for Nevada State governmental offices under the Nevada Revised Statutes or holiday for CITY employees. If the final date for payment of any amount or performance of any act required by

this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

21. The STATE and CITY are not liable to the other or any third party for any punitive or exemplary damages in connection with this Agreement. If the activities of CITY or CITY'S contractors in connection with this Agreement will delay or otherwise negatively impact the Project ("Negative Impact"), STATE shall immediately provide written notice to CITY that describes in detail the nature of the Negative Impact and the STATE'S suggested corrective action. CITY then has five (5) business days to correct the Negative Impact, unless the parties agree in writing to a different amount of time ("Correction Period"). If STATE does not provide CITY with this notice, CITY corrects the Negative impact by the end of Correction Period, or STATE or its contractors prevent CITY from completing the adjustments, CITY is not liable to the STATE or any third party for consequential, indirect, or incidental damages, including without limitation, damages based on delay, in connection with that Negative Impact. If STATE terminates this Agreement, CITY is not liable to the STATE or any third party for consequential, indirect, or incidental damages, including without limitation, damages based on delay. This paragraph 21 shall survive termination of this agreement.

22. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their officials, thereunto duly authorized, on the date first above written.

CARSON CITY

REVIEWED AND RECOMMENDED BY:

By: _____
Bob Crowell, Mayor Date

District Engineer Date

APPROVED AS TO LEGALITY AND FORM:

Jon L. Bunch, Chief Right-of-Way Agent Date

Date

ATTEST:

APPROVED AS TO LEGALITY AND FORM:

Clerk Recorder Date

Deputy Attorney General Date

STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director Date

STATE OF NEVADA
CARSON CITY

On this _____ day of _____, 20____, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, _____ personally known (or proved) to me to be the _____ Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

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

EXHIBIT "A"

Utility Improvements by NDOT Contractor

ITEM	QUANTITY	UNIT	ITEM	UNIT PRICE	ITEM COST
202 0148	0	LIN FT	REMOVAL OF WATER PIPE	\$ 25.00	\$
202 1082	650	LIN FT	REMOVAL OF ASBESTOS CEMENT PIPE	\$ 35.00	\$ 22,750.00
508 0500	45810	POUND	STRUCTURAL STEEL	\$ 2.50	\$ 114,525.00
609 0131	7	EACH	ADJUSTING MANHOLE COVERS (METHOD C)	\$ 500.00	\$ 3,500.00
609 0135	14	EACH	ADJUSTING VALVE COVERS (METHOD C)	\$ 500.00	\$ 7,000.00
609 0192	2	EACH	TYPE 4 MANHOLE (MODIFIED)	\$ 5,000.00	\$ 10,000.00
609 0596	490	LIN FT	ABANDON PIPE	\$ 35.00	\$ 17,150.00
639 0604	296	LIN FT	24-INCH STEEL PIPE	\$ 220.00	\$ 65,120.00
650 0008	3	EACH	FLUSH VALVE ASSEMBLY	\$ 2,000.00	\$ 6,000.00
650 0012	2	EACH	VACUUM-AIR RELIEF VALVE ASSEMBLY	\$ 5,000.00	\$ 10,000.00
650 0056	4	EACH	CUT AND PLUG WATER LINE	\$ 800.00	\$ 3,200.00
650 0060	2	EACH	ABANDON VALVE	\$ 400.00	\$ 800.00
650 0598	802	LIN FT	12-INCH WATER PIPE	\$ 75.00	\$ 60,150.00
650 0628	1	EACH	4-INCH INLINE GATE VALVE ASSEMBLY	\$ 1,000.00	\$ 1,000.00
650 0636	1	EACH	8-INCH INLINE GATE VALVE ASSEMBLY	\$ 1,300.00	\$ 1,300.00
650 0644	6	EACH	12-INCH INLINE GATE VALVE ASSEMBLY	\$ 3,000.00	\$ 18,000.00
650 0672	1	EACH	8-INCH TAPPING SLEEVE (8-INCH VALVE)	\$ 2,800.00	\$ 2,800.00
650 0688	3	EACH	12-INCH TAPPING SLEEVE (12-INCH VALVE)	\$ 4,800.00	\$ 14,400.00
650 0696	281	LIN FT	4-INCH POLYVINYL CHLORIDE PIPE (C900 DR18)	\$ 30.00	\$ 8,430.00
650 0704	10	LIN FT	8-INCH POLYVINYL CHLORIDE PIPE (C900 DR18) WATER PIPE	\$ 50.00	\$ 500.00
650 0710	933	LIN FT	12-INCH POLYVINYL CHLORIDE PIPE (C900 DR18) WATER PIPE	\$ 30,711.61	\$ 28,555,000.00
628 0004	1	LS	MOBILIZATION	\$ 1,437.30	\$ 1,437.30
637 0090	1	LS	DUST CONTROL	\$	\$
			SUB TOTAL		\$ 469,448.91
			CONTINGENCY (10%)		\$ 46,944.89
			TOTAL		\$ 516,393.80

Water Improvements by Carson City

QUANTITY	UNIT	ITEM	UNIT PRICE	ITEM COST
2	EACH	REMOVAL AND RELOCATION OF EXISTING FIRE HYDRANT ASSEMBLY	\$ 1,500.00	\$ 3,000.00
7	EACH	CITY HOT TAP DRILLING	\$ 630.00	\$ 4,410.00
2	EACH	8-INCH TAPPING SLEEVE (8-INCH VALVE)	\$ 2,800.00	\$ 5,600.00
1	EACH	12-INCH TAPPING SLEEVE (12-INCH VALVE)	\$ 4,800.00	\$ 4,800.00
60	LIN FT	8-INCH POLYVINYL CHLORIDE PIPE (C900) WATER PIPE	\$ 50.00	\$ 3,000.00
1	LS	CUT AND CAP EXISTING WATERLINE AT BOTH ENDS OF SONOMA STREET	\$ 3,000.00	\$ 3,000.00
1	LS	RELOCATE WATER SERVICE TO 1790 VALLEY VIEW DR INCLUDING ESMT ACQUISITION	\$ 10,000.00	\$ 10,000.00
560	HR	CITY INSPECTION OF NDOT WATER INSTALLATION	\$ 85.00	\$ 47,600.00
1	LS	MOBILIZATION	\$ 8,141.00	\$ 8,141.00
		SUB TOTAL		\$ 88,561.00
		CONTINGENCY (10%)		\$ 8,856.10
		TOTAL		\$ 97,417.10

STATE	NEVADA	PROJECT NO.	WA-335-1(01T)	COUNTY	CARSON CITY	SHEET NO.	U25A
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- 1 "CVI" 14+62.5' ± RT TO "CVI" 17+27.5' ± RT
INSTALL 24"x 3/4" PLATE STEEL CASING THROUGH BRIDGE. SEE DETAIL SHEET U28.
- 2 "CVI" 17+27.5' ± RT
INSTALL 24"x 3/4" PLATE STEEL CASING CONSTRUCT TYPE 4 MANHOLE WITH 48" OPENING CENTERED OVER GATE VALVE.
- 3 "CVI" 17+27.5' ± RT TO "CVI" 17+27.5' ± RT
INSTALL 12" DIP IPRESSURE CLASS 3501 WATER MAIN WITH RESTRAINED JOINTS. INSTALL FLEXIBLE EXPANSION JOINT.
- 4 "CVI" 17+27.5' ± RT
CONNECT TO EXISTING WATER MAIN. INSTALL 12"x12" TAPPING SLEEVE AND VALVE PER CARSON CITY STD DETAIL C-10-1 SHEET U30.
- 5 "CVI" 17+27.5' ± RT
REMOVE EXISTING (2" BLIND FLANGE CAP. CONNECT NEW 12" DIP WATER LINE TO EXISTING 12" WATER MAIN.
- 6 "CVI" 14+40.5' ± RT
INSTALL PERMANENT FLUSH ASSEMBLY PER DETAIL SHEET U31.
- 7 "CVI" 14+35.5' ± LT TO "CVI" 14+23.5' ± LT
AFTER CONNECTING NEW 12" WATER LINE ABANDON EXISTING TEMPORARY 12" PVC WATER LINE.
- 8 "CVI" 14+35.5' ± LT TO "CVI" 14+23.5' ± LT
INSTALL PERMANENT FLUSH ASSEMBLY PER CARSON CITY STD DETAIL C-10-1 SEE SHEET U30. CONNECT TO EXISTING 12" GATE VALVE WITH 12"x3/4" REDUCER.
- 9 "CVI" 17+27.5' ± RT TO "CVI" 17+27.5' ± RT
INSTALL 12" AIR RELEASE VALVE ASSEMBLY PER CARSON CITY STD. DRAINING C-10-8 SHEET U31.
- 10 "CVI" 17+27.5' ± RT
INSTALL 12" GATE VALVE IN MANHOLE #M01 PER DETAIL SHEET U30.
- 11 SPECIAL CONSTRUCTION - SHALLOW WATER MAIN CONSTRUCTION.
- 12 SPECIAL CONSTRUCTION - WATER MAIN PARALLEL TO STORM DRAIN.
- 13 "CVI" 14+35.5' ± LT
REMOVE BLIND FLANGE CAP FROM 12"x4" Tee.
- 14 "CVI" 14+35.5' ± LT
INSTALL 4" GATE VALVE.
- 15 "CVI" 14+35.5' ± LT
INSTALL 4" PVC (CS900 DR18) WATER LINE. CONNECT TO 4" GATE VALVE.

AFTER CONNECTING NEW 12" WATER LINE ABANDON EXISTING TEMPORARY 12" PVC WATER LINE.
INSTALL PERMANENT FLUSH ASSEMBLY PER CARSON CITY STD DETAIL C-10-1 SEE SHEET U30. CONNECT TO EXISTING 12" GATE VALVE WITH 12"x3/4" REDUCER.

THE LOUIS BERGER GROUP INC.
LAWYERS & ENGINEERS
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
CARSON CITY FREEWAY PHASE 2B

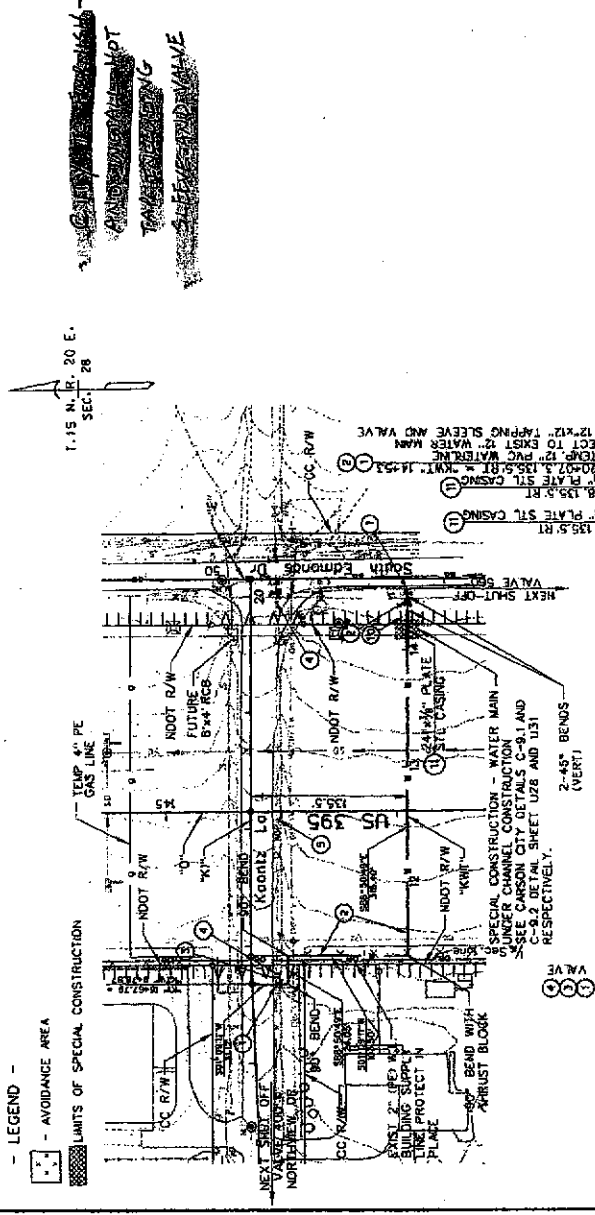
**CLEARVIEW DRIVE
12" WATER LINE
SPECIAL DETAILS NOTES**

"CVI" 14+00.00 TO "CVI" 19+00.00

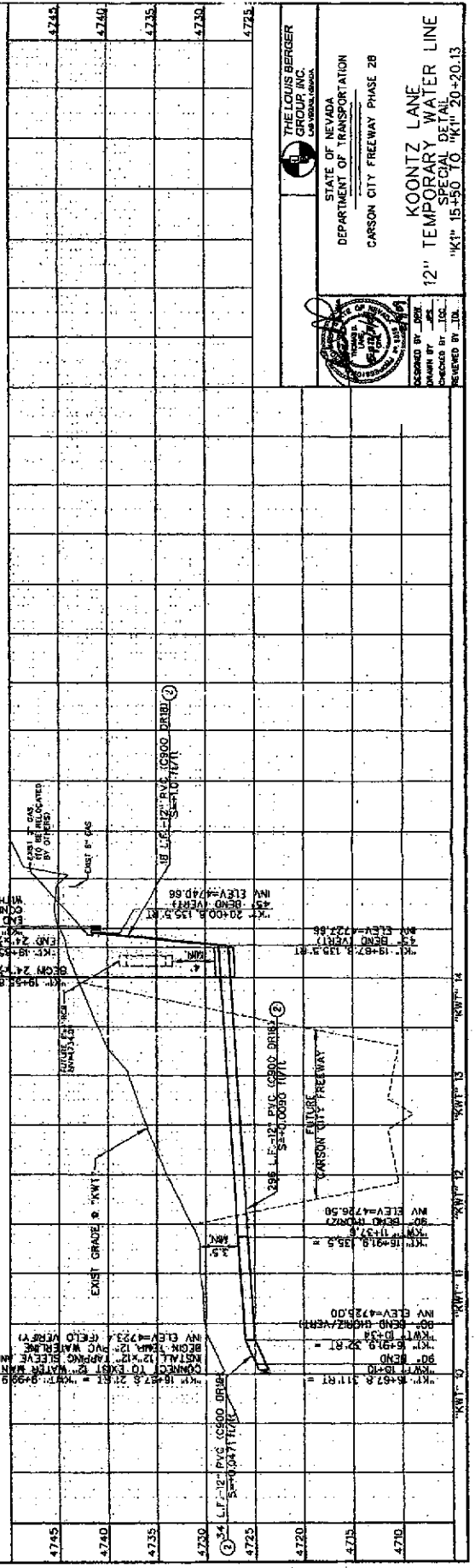
DESIGNED BY: JEN
DRAWN BY: JES
CHECKED BY: JIC
REVISED BY: JIL

1.15 N. R. 20 E.
SEC. 28

- ① 741' 15-45.1, 271' 2 RT
741' 20-45.5, 135.5 RT
CONNECT TO EXISTING 12" WATER MAIN
INSTALL 12"x12" TAPPING SLEEVE AND VALVE
PER CARSON CITY STD. DRAWING C-10-D AND
CLEAR WORKING SPACE FOR SLEEVE AND TAPPING
BE PERFORMED BY CARSON CITY PUBLIC WORKS.
- ② 741' 18-47.1, 271' 2 RT
741' 20-45.5, 135.5 RT
INSTALL TEMPORARY 12" PVC (CS-CO-018) WATER
LINE PER MDT TRENCH DETAIL SHEET U28.
- ③ 741' 15-47.2, 221' 2 RT
- ④ 741' 15-47.6, 227' 2 RT
741' 15-48.1, 221' 2 RT
INSTALL 12" CUT-IN VALVE WITH THRUST BLOCK
PER CARSON CITY STD. DRAWING C-10-2 SEE
DETAIL SHEET U28.
- ⑤ 741' 15-48.1, 227' 2 RT
741' 15-48.5, 221' 2 RT
CUT AND CAP EXISTING 12" WATER MAIN.
- ⑥ 741' 15-48.5, 227' 2 RT
741' 15-48.8, 135.5 RT TO
REMOVE EXISTING 12" ACP WATER MAIN.
- ⑦ 741' 15-48.8, 135.5 RT TO
741' 15-48.8, 135.5 RT
INSTALL 24"x24" PLATE STL CASING SEE
DETAIL SHEET U28.



LEGEND -
- AVOIDANCE AREA
LIMITS OF SPECIAL CONSTRUCTION



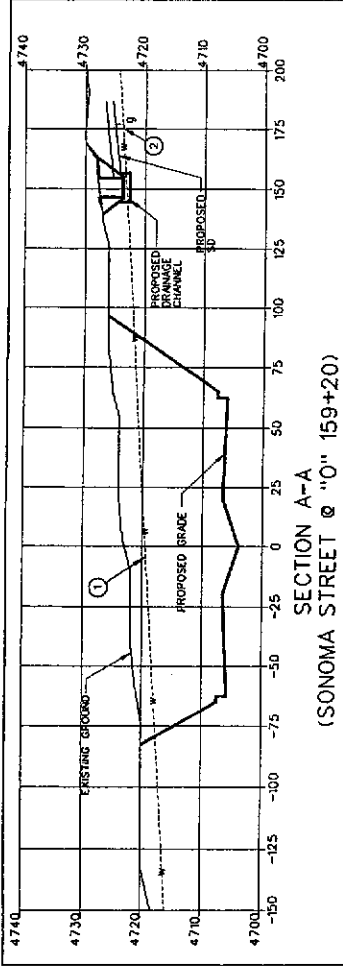
THE LOUIS BERGER GROUP, INC.
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
CARSON CITY FREEWAY PHASE 2B

12" TEMPORARY WATER LINE
SPECIAL DETAIL
"K1" 15-45.0 TO "K1" 20-45.0

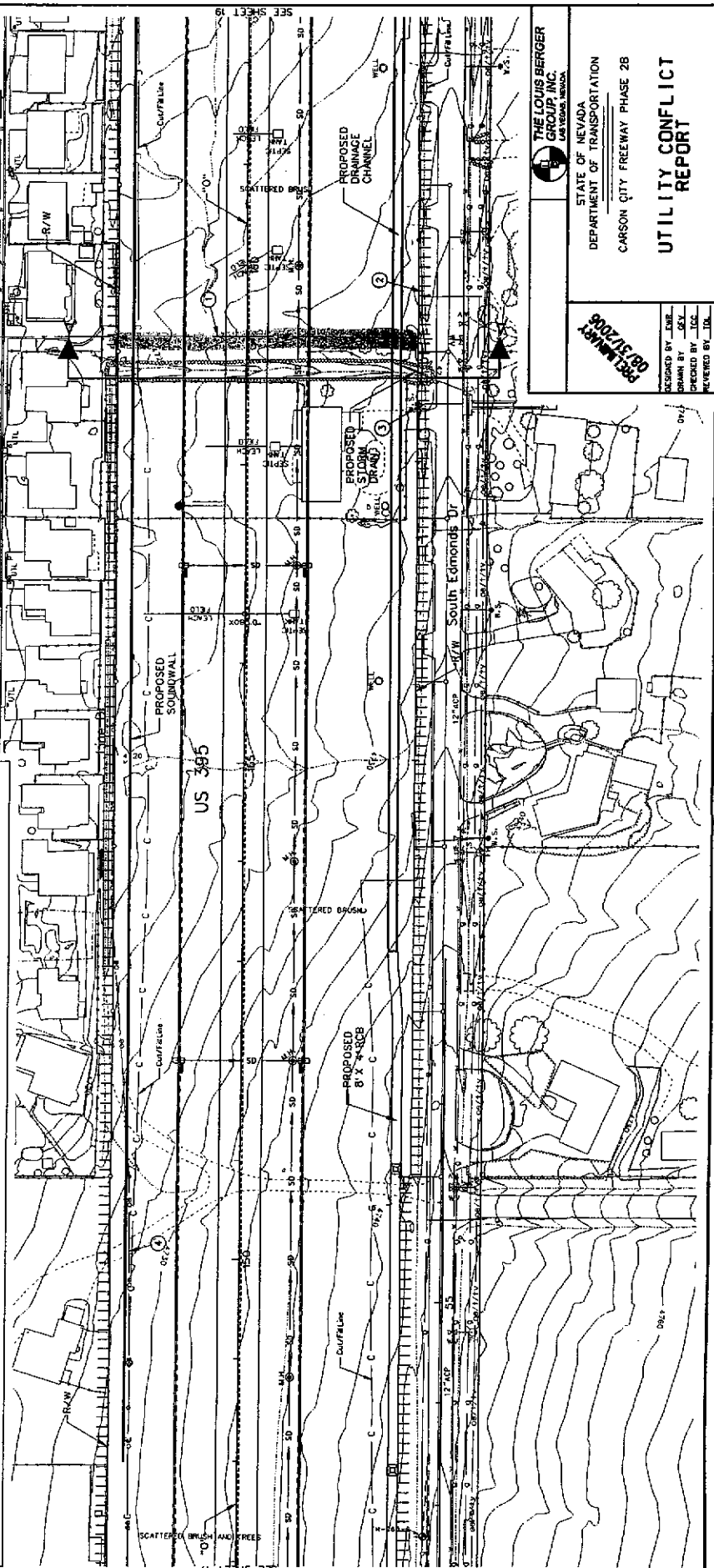
DESIGNED BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]
REVIEWED BY: [Signature]

STATE	NEVADA	COUNTY	CARSON CITY
PROJECT NO.	NH-395-11017		
SECRET NO.	18		

- SECTION A-A, BRZ PLAN
- 1 EXIST 30" PVC WATER LINE COVER UNK. FROM "0" 159+22, 172 FT TO "0" 159+26, 130 FT, IN CONFLICT.
 - 2 EXIST 2" PE GAS LINE, SIZE/COVER UNK. FROM "0" 158+23, 174 FT TO "0" 153+77, 203 FT, IN CONFLICT.
 - 3 EXIST WTR LINE, SIZE/COVER UNK. AT "0" 158+60, 172 FT, IN CONFLICT.
 - 4 EXIST OVERHEAD ELECTRIC, IN CONFLICT. SEE SHEET 14.



SECTION A-A
(SONOMA STREET @ "0" 159+20)



THE LOUIS BERGER GROUP, INC.
CARSON, NEVADA

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
CARSON CITY FREEWAY PHASE 2B

UTILITY CONFLICT REPORT

DESIGNED BY: EWE
DRAWN BY: SKL
CHECKED BY: LCC
REVIEWED BY: LTA

PROJECT NO. NH-395-11017

REFERENCE FILES: 870-dgn.mxd - 870-170-1-1.dwg - 870-170-1-2-1.dwg - 870-170-1-3-1.dwg - 870-170-1-4-1.dwg - 870-170-1-5-1.dwg - 870-170-1-6-1.dwg - 870-170-1-7-1.dwg - 870-170-1-8-1.dwg - 870-170-1-9-1.dwg - 870-170-1-10-1.dwg - 870-170-1-11-1.dwg - 870-170-1-12-1.dwg - 870-170-1-13-1.dwg - 870-170-1-14-1.dwg - 870-170-1-15-1.dwg - 870-170-1-16-1.dwg - 870-170-1-17-1.dwg - 870-170-1-18-1.dwg - 870-170-1-19-1.dwg - 870-170-1-20-1.dwg - 870-170-1-21-1.dwg - 870-170-1-22-1.dwg - 870-170-1-23-1.dwg - 870-170-1-24-1.dwg - 870-170-1-25-1.dwg - 870-170-1-26-1.dwg - 870-170-1-27-1.dwg - 870-170-1-28-1.dwg - 870-170-1-29-1.dwg - 870-170-1-30-1.dwg - 870-170-1-31-1.dwg - 870-170-1-32-1.dwg - 870-170-1-33-1.dwg - 870-170-1-34-1.dwg - 870-170-1-35-1.dwg - 870-170-1-36-1.dwg - 870-170-1-37-1.dwg - 870-170-1-38-1.dwg - 870-170-1-39-1.dwg - 870-170-1-40-1.dwg - 870-170-1-41-1.dwg - 870-170-1-42-1.dwg - 870-170-1-43-1.dwg - 870-170-1-44-1.dwg - 870-170-1-45-1.dwg - 870-170-1-46-1.dwg - 870-170-1-47-1.dwg - 870-170-1-48-1.dwg - 870-170-1-49-1.dwg - 870-170-1-50-1.dwg - 870-170-1-51-1.dwg - 870-170-1-52-1.dwg - 870-170-1-53-1.dwg - 870-170-1-54-1.dwg - 870-170-1-55-1.dwg - 870-170-1-56-1.dwg - 870-170-1-57-1.dwg - 870-170-1-58-1.dwg - 870-170-1-59-1.dwg - 870-170-1-60-1.dwg - 870-170-1-61-1.dwg - 870-170-1-62-1.dwg - 870-170-1-63-1.dwg - 870-170-1-64-1.dwg - 870-170-1-65-1.dwg - 870-170-1-66-1.dwg - 870-170-1-67-1.dwg - 870-170-1-68-1.dwg - 870-170-1-69-1.dwg - 870-170-1-70-1.dwg - 870-170-1-71-1.dwg - 870-170-1-72-1.dwg - 870-170-1-73-1.dwg - 870-170-1-74-1.dwg - 870-170-1-75-1.dwg - 870-170-1-76-1.dwg - 870-170-1-77-1.dwg - 870-170-1-78-1.dwg - 870-170-1-79-1.dwg - 870-170-1-80-1.dwg - 870-170-1-81-1.dwg - 870-170-1-82-1.dwg - 870-170-1-83-1.dwg - 870-170-1-84-1.dwg - 870-170-1-85-1.dwg - 870-170-1-86-1.dwg - 870-170-1-87-1.dwg - 870-170-1-88-1.dwg - 870-170-1-89-1.dwg - 870-170-1-90-1.dwg - 870-170-1-91-1.dwg - 870-170-1-92-1.dwg - 870-170-1-93-1.dwg - 870-170-1-94-1.dwg - 870-170-1-95-1.dwg - 870-170-1-96-1.dwg - 870-170-1-97-1.dwg - 870-170-1-98-1.dwg - 870-170-1-99-1.dwg - 870-170-1-100-1.dwg

Keonitz 2" water

EXHIBIT "C"



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Carson City Field Office
5665 Mergan Mill Rd.
Carson City, NV 89701
(775) 885-6000

In Reply Refer To:
N-77665
2800
(NV-03300)

NOV 18 2003

CERTIFIED MAIL 7002 2410 0005 6665 8459

DECISION

Carson City
2621 Northgate Lane, Ste. 54
Carson City, NV 89706

Right-of-Way

RIGHT-OF-WAY GRANT AMENDED

Right-of-Way Grant N-77665 for a water pipeline was issued to Carson City on November 10, 2003 pursuant to the Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

This decision is to inform you that the legal description on the grant was typed in error. Therefore, the right-of-way is hereby amended to accurately describe the subject right-of-way on the following described lands:

Mount Diablo Meridian

T. 15 N., R. 20 E.,
sec. 28, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Please change your records to reflect the accurate legal description.

Questions should be directed to Nancy Suglian at (775) 885-6110.

A handwritten signature in cursive script that reads "Charles P. Pope".

Charles P. Pope
Assistant Manager
Carson City Field Office



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Carson City Field Office
5665 Morgan Mill Rd.
Carson City, NV 89701
(775) 885-6000

In Reply Refer To:
N-77665
2800
(NV-03300)

NOV 10 2003

CERTIFIED MAIL 7002 2410 0005 6665 8428

Lawrence A. Werner
City Engineer
Carson City
2621 Northgate Lane, Ste. 54
Carson City, NV 89706

Dear Mr. Werner:

Enclosed is the executed copy of Right-of-Way Grant N-77665 for a water pipeline for service on Valley View Drive in Carson City.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles P. Pope".

Charles P. Pope
Assistant Manager, Non-renewable Resources
Carson City Field Office

Enclosure:

1. Right-of-Way Grant

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT
SERIAL NUMBER N-77665

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Carson City
2621 Northgate Lane, Suite 54
Carson City, NV 89706

receives a right to construct, operate, maintain, and terminate a 2-inch polyethylene waterline across public lands described as follows:

Mount Diablo Meridian

T. 15 N., R. 20 E.,
sec. 28, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$.

The right-of-way area granted herein is 20 feet wide, 270 feet long, containing 0.12 acres, more or less.

- b. This instrument shall terminate on November 9, 2033 thirty years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- c. This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- d. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assignees, until they have fully satisfied the obligations

and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

2. *Rental:*

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

3. *Terms and Conditions:*

- a. *This grant is issued subject to the holder=s compliance with all applicable regulations contained in Title 43 Code of Federal Regulations Part 2800.*
- b. *This grant may be reviewed at any time deemed necessary by the authorized officer.*
- c. *This grant shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years.*
- d. *The map set forth in Exhibit A, attached hereto, is incorporated into and made a part of this grant instrument as fully and effectively as if it was set forth herein in its entirety.*
- e. *Failure of the holder to comply with applicable law or any provision of this grant shall constitute grounds for suspension or termination thereof.*
- f. *The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.*
- g. *The grant is subject to all valid rights existing on the effective date of the grant.*
- h. *The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.*
- i. *In case of change of address, the holder shall immediately notify the authorized officer.*

- j. *Any cultural (historic or prehistoric site or object) or paleontological resource or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the permit holder, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the authorized officer by telephone, followed by written confirmation. The permit holder shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the authorized officer.*

For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the permit holder. Operations may resume only upon written authorization to proceed from the authorized officer.

For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the permit holder must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the authorized officer. The holder is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the permit holder.

- k. *Construction sites shall be maintained in a sanitary condition at all times, waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, used petroleum products, ashes, and equipment.*
- l. *Six months prior to termination of the grant, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination and rehabilitation plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.*

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.


(Signature of Holder)

Ray Masayko, Mayor
(Title)

November 6, 2003
(Date)

ATTEST:

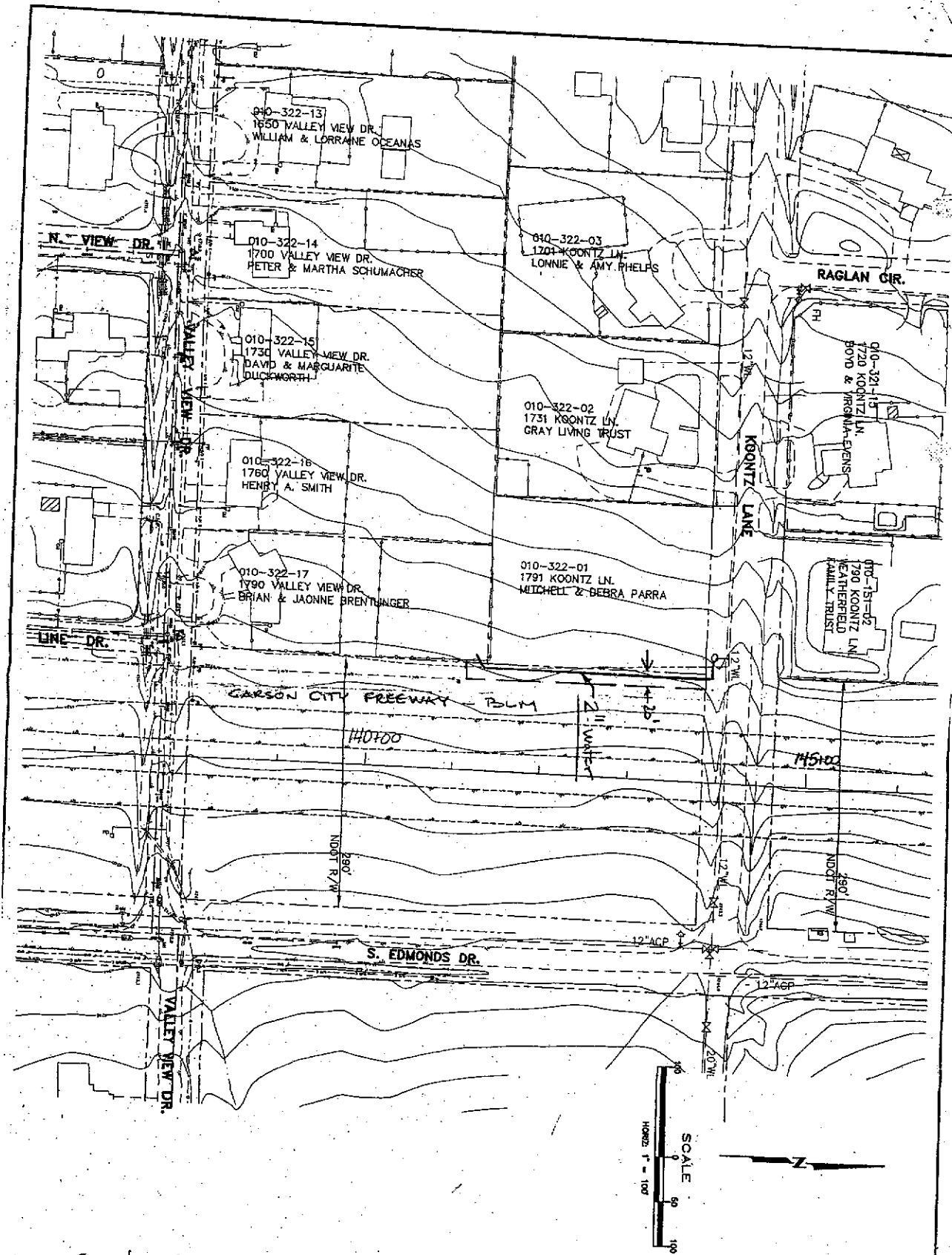

Alan Glover, Clerk Recorder

November 6, 2003
(Date)


(Signature of Authorized Officer)

Assistant Manager
Nonrenewable Resources
(Title)

11/10/03
(Effective Date of Grant)



SW 1/4 Sec 28 T15N R20E
 WATER LINE TO 1790 VALLEY VIEW DR

EXHIBIT A

PROJECT NAME PROJECT NAME PROJECT No. XX-XXXX STREET NAME PLAN & PROFILE STA to STA	REV.	DATE	DESCRIPTION	BY	APP'D	DESIGNED BY: DRAWN BY: CHECKED BY: DWG. NO.: SCALE (HORIZ): SCALE (VERT): DATE:
CARSON CITY ENGINEERING DEPARTMENT 3505 BUTTE WAY CARSON CITY, NEVADA 89701 PH: 887-2355 FAX: 887-2112						



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

CARSON CITY DISTRICT OFFICE

1535 Hot Springs Rd., Ste. 300

Carson City, NV 89706-0638



IN REPLY REFER TO:

2800
(NV-03580)

Walter A. Sullivan
Department of Community Development
2621 Northgate Lane, Suite 65
Carson City, NV 89706

APR 05 1990

Dear Mr. Sullivan:

This office recently received several inquiries into the status of Valley View Drive across public land at the South Edmonds Drive intersection. We have researched our records and have had discussions with the Carson City Public Works Department. A conclusion has been reached that Valley View Drive is a city street for which Carson City holds a right-of-way having a recognized width of 60 feet across public land pursuant to the provisions of R.S. 2477. Information regarding R.S. 2477 is enclosed for ready reference.

I hope this information will be helpful to you, in reviewing future residential construction plans on the adjacent private land. Feel free to contact Patricia Boykin or me at 885-6000 if you have questions.

Sincerely yours,

John Matthiessen
Area Manager
Walker Resource Area

1 Enclosure:

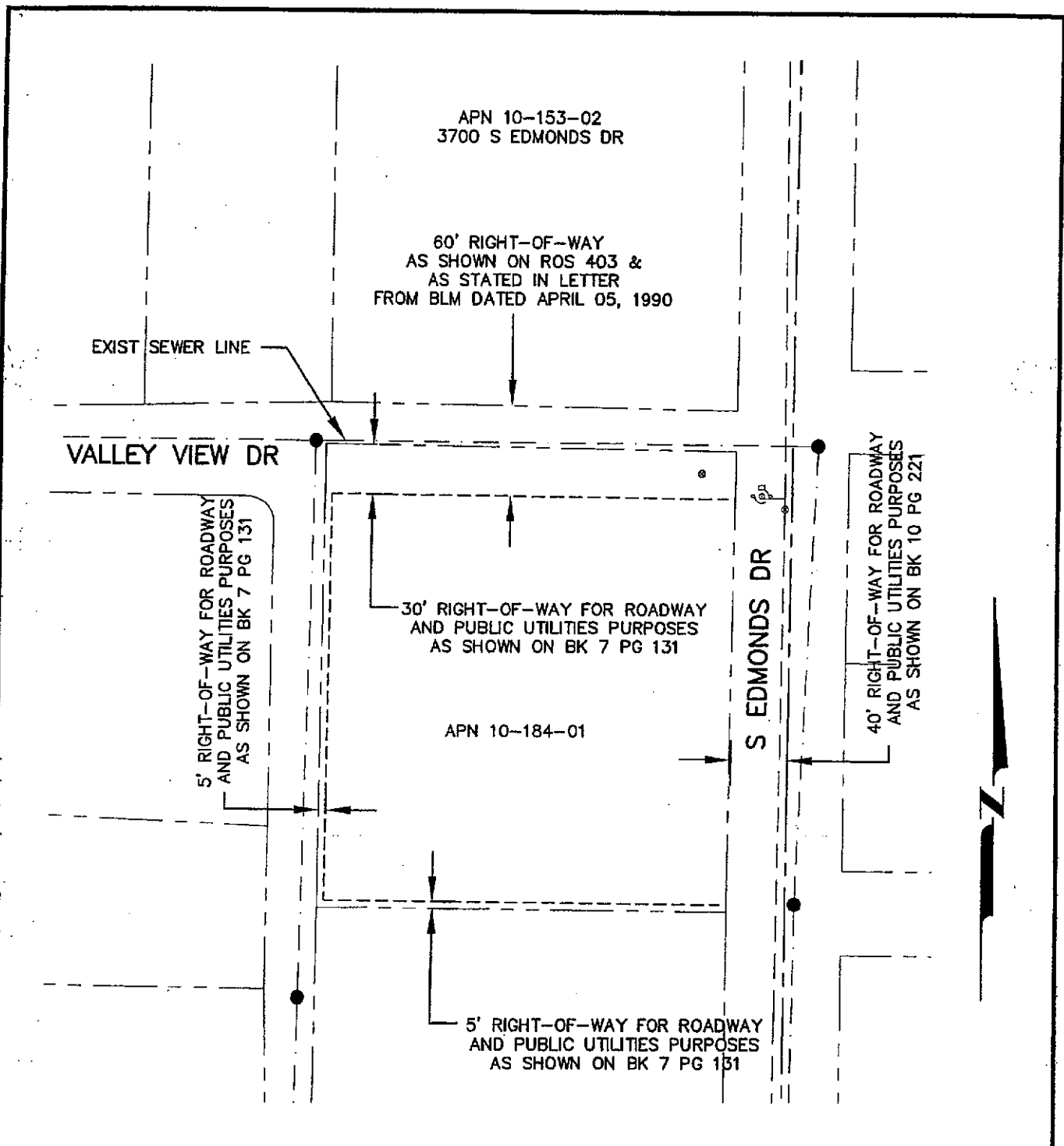
1. R.S. 2477 information

cc: (W/O Enclosures)
Russ Howard
Carson City Public Works Department
2621 Northgate Lane, Suite 59
Carson City, NV 89706

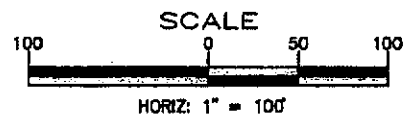
Jo Watson
Resource Concepts
340 N. Minnesota
Carson City, NV 89703

NO APR -6 NO 248

CARSON CITY
PUBLIC WORKS



**FOR PLANNING PURPOSES ONLY
NOT A RECORD OF SURVEY**



DWG NO: 00-6010-right-of-way.dwg

**CARSON CITY
PUBLIC WORKS**

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

**CARSON CITY FREEWAY PHASE 2
EXISTING RIGHT-OF-WAY
VALLEY VIEW DR**

DESIGNED BY: BD
DRAWN BY: BD
CHECKED BY: JA
SCALE (HORIZ): 1"=100'
DATE: MAR 14, 2007

**FIGURE
1**

APN 10-153-02
3700 S EDMONDS DR

60' RIGHT-OF-WAY
AS SHOWN ON ROS 403 &
AS STATED IN LETTER
FROM BLM DATED APRIL 05, 1990

EXIST SEWER LINE

VALLEY VIEW DR

5' RIGHT-OF-WAY FOR ROADWAY
AND PUBLIC UTILITIES PURPOSES
AS SHOWN ON BK 7 PG 131

30' RIGHT-OF-WAY FOR ROADWAY
AND PUBLIC UTILITIES PURPOSES
AS SHOWN ON BK 7 PG 131

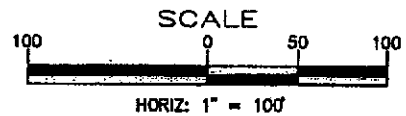
APN 10-184-01

S EDMONDS DR

40' RIGHT-OF-WAY FOR ROADWAY
AND PUBLIC UTILITIES PURPOSES
AS SHOWN ON BK 10 PG 221

5' RIGHT-OF-WAY FOR ROADWAY
AND PUBLIC UTILITIES PURPOSES
AS SHOWN ON BK 7 PG 131

FOR PLANNING PURPOSES ONLY
NOT A RECORD OF SURVEY



DWG NO: 00-6010-right-of-way.dwg

**CARSON CITY
PUBLIC WORKS**

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

**CARSON CITY FREEWAY PHASE 2
EXISTING RIGHT-OF-WAY
VALLEY VIEW DR**

DESIGNED BY: ED
DRAWN BY: ED
CHECKED BY: JA
SCALE (HORIZ): 1"=100'
DATE: MAR 14 2007

**FIGURE
1**

Valley View South 1/2

010-184-01 V

162-0 115

4-2889
(Aug. 1927)

Nevada 046065

The United States of America,
To all whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Reno, Nevada has been issued showing that full payment has been made by the claimant Anthony J. Oliverio pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following-described land:

Mount Diablo Meridian, Nevada.

T. 15 N., R. 20 E.,

Sec. 28, NW1/4SE1/4SW1/4.

The area described contains 2.50 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States all oil, gas and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding 30 feet in width, for roadway and public utilities purposes, to be located along the north boundary, 5 feet along the south and west boundaries and 40 feet along the east boundary of said land.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the EIGHTEENTH day of DECEMBER in the year of our Lord one thousand nine hundred and SIXTY-TWO and of the Independence of the United States the one hundred and EIGHTY-SEVENTH.

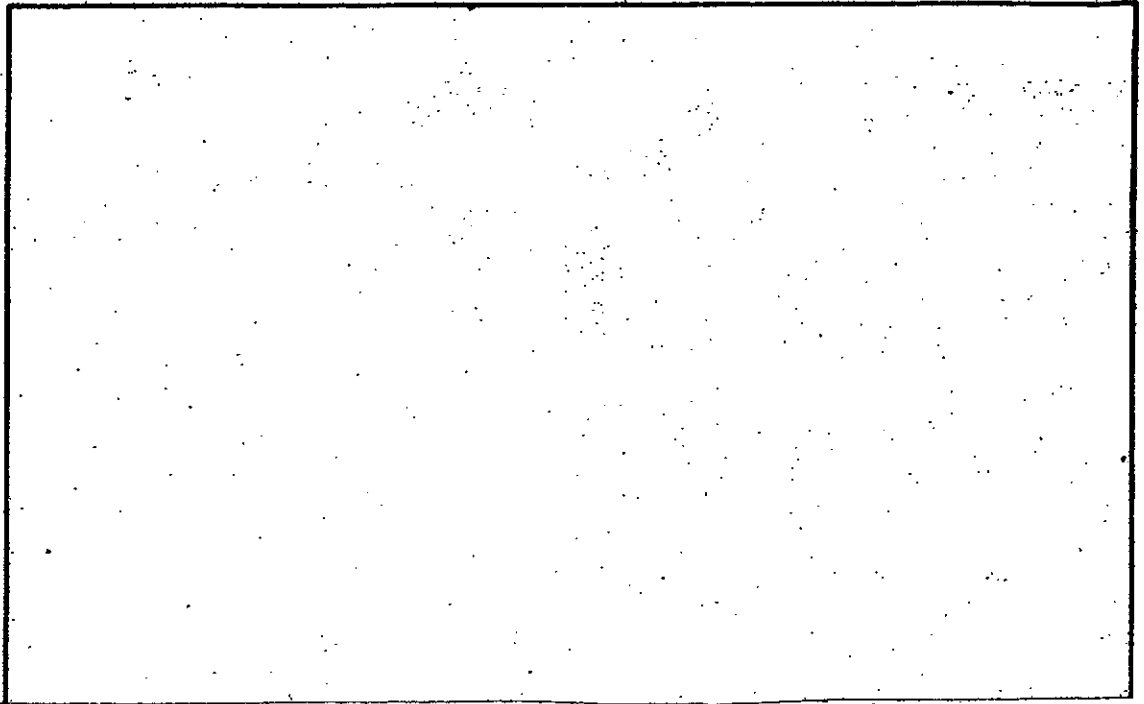


For the Director, Bureau of Land Management.

By Elizabeth B. Necks
Chief, Patents Section.

Patent Number 1230070

BOOK 7 PAGE 131



Filed for Record at Request of
NEVADA TITLE GUARANTY CO.

FEB 15 1963 at 57

Min. Past 3 o'clock P.M.

Recorded in Book 1

of Official Records

Page 131

Ormsby County Nevada
Debra M. [Signature]

County Recorder

By Deputy

File No 58902
22.45

BOOK 7 PAGE 132

JOINT TENANCY DEED

162-0 Acc

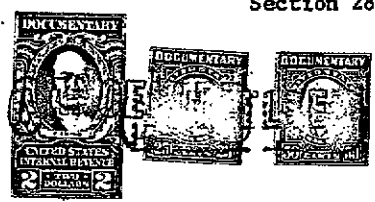
THIS INDENTURE, made and entered into this 13th day of February, 1963, by and between ANTHONY J. OLIVERIO and JEANNE W. OLIVERIO, husband and wife, parties of the first part, and JOHN ANZALONE and ROSE ANZALONE, husband and wife, as joint tenants with right of survivorship and not as tenants in common, parties of the second part,

WITNESSETH:

That the said parties of the first part, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain and sell unto the said parties of the second part, and to the survivor of them, and to the heirs and assigns of such survivor forever, all that certain piece or parcel of land situate in the County of Ormsby, State of Nevada, that is described as follows:

Township 15 North, Range 20 East, M.D.B.&M.:

Section 28: NW 1/4 of NW 1/4 of SE 1/4 of SW 1/4



TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said parties of the second part, and to the survivor of them, and to the heirs and assigns of such survivor forever.

IN WITNESS WHEREOF, the parties of the first part have executed this conveyance the day and year first hereinabove written. The parties of the second part have joined in the execution of this conveyance for the purpose of evidencing their intention to hold title to the above-described property as joint tenants with right of survivorship and not as tenants in common or as community property.

John Anzalone
John Anzalone

Anthony J. Oliverio
Anthony J. Oliverio

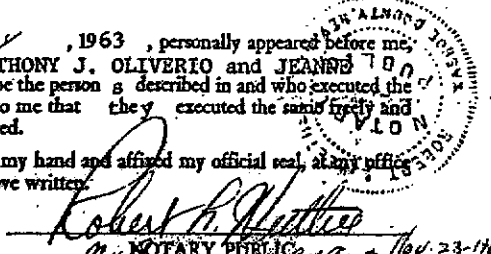
Rose Anzalone
Rose Anzalone

Jeanne W. Oliverio
Jeanne W. Oliverio

STATE OF NEVADA
County of Washoe

On this 13th day of February, 1963, personally appeared before me, a Notary Public in and for said county and state, ANTHONY J. OLIVERIO and JEANNE W. OLIVERIO, known to me to be the persons described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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



DOCUMENT NO. 58903 NEVADA TITLE GUARANTY CO.

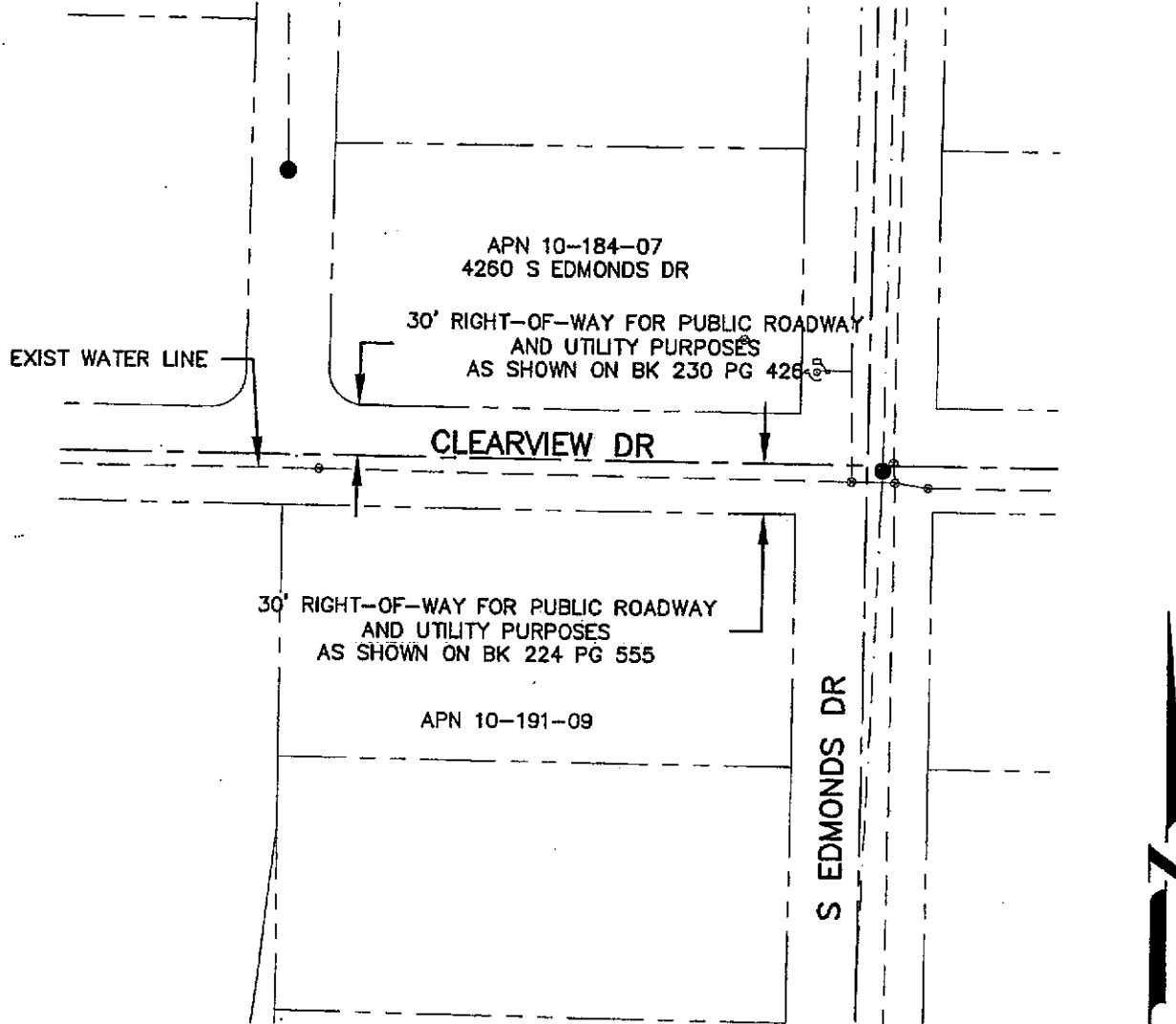
Filed for record at the request of February 15, 1963 at 59 minutes past 3 o'clock P.M.

Recorded in Book 7 of Official Records, Page 133, Records of Washoe County, Nevada.

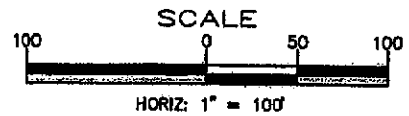
William Harrison
COUNTY RECORDER

FEES: \$ 3.15 By: [Signature] 7:40

EMERSON J. WILSON
ATTORNEY AT LAW
RENO, NEVADA
#1.



**FOR PLANNING PURPOSES ONLY
NOT A RECORD OF SURVEY**



DWG NO: 00-6010-right-of-way.dwg

**CARSON CITY
PUBLIC WORKS**

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

**CARSON CITY FREEWAY PHASE 2
EXISTING RIGHT-OF-WAY
CLEARVIEW DR**

DESIGNED BY: BD
DRAWN BY: BD
CHECKED BY: JA
SCALE (HORIZ): 1"=100'
DATE: MAR 14, 2007

**FIGURE
1**

DEDICATION - PUBLIC ROADWAY & UTILITY PURPOSES.

Engr's File No.'s (1.163)
(5)

ACHD CLEARVIEW NORTH 1/2

FROM: Judy Pudwill

TO: CARSON CITY, STATE OF NEVADA

A PORTION OF SW 1/4, SW 1/4, SE 1/4, SW 1/4 SEC. 28 T. 15 N., R. 20 E., M.D.B. & M.

WE, THE UNDERSIGNED, HEREBY DEDICATE TO CARSON CITY, STATE OF NEVADA, for Public Roadway and Utility Purposes, lands owned by us or in which we have a vested interest, particularly described as follows, to wit:

That portion of Clearview Drive as shown on a Parcel

Map for Judy Pudwill filed and recorded on the 8th day of MAY, 1978 in Book 3, Page 651.

File No. 79149, Carson City, Nevada.
Parcel Map No. 189

THE UNDERSIGNED in consideration of one dollar and other good and valuable considerations, hereby jointly and severally, release Carson City and its Officers and Agents from any and all claims by reason of use of the foregoing lands for the use of public roadway and utility purposes.

IT IS HEREBY AGREED by Carson City that the Carson City Tax Roll shall be adjusted to reflect the corresponding reduction of taxable property as dedicated above.

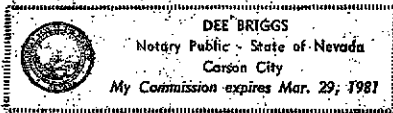
IN WITNESS WHEREOF: We have hereunto set our hands, this 2nd day of May, 1978.

Judy Pudwill

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

On May 2, 1978 personally appeared before me Judy Pudwill, who acknowledged that he executed the above

Instrument:



Dee Briggs
Notary Public

79150

Filed for Record at the Request of Carson City Public Works on MAY 8 - 1978 at 32 min's. past 4 o'clock P.M. Recorded in Book 230 of Official Records, Page 426, Carson City, Nevada.

Pete Surpura
Carson City Recorder
N/C

BY: _____

BOOK 230 PAGE 426

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, JUDY PUDWILL, BY AND FOR THE OWNER (S) OF THE PARCELS SHOWN ON THIS MAP, HAVE EXAMINED THE MAP AND HEREBY CERTIFY THAT THE INFORMATION HEREON IS TRUE AND ACCURATE AND THAT THE STREETS, ALLEYS AND PUBLIC PLACES SHOWN ARE DEDICATED AS PERMANENT EASEMENTS FOR THE STATED PURPOSE AND THAT THE STREETS, ALLEYS AND PUBLIC PLACES SHOWN ARE DEDICATED AND INTENDED TO BE PUBLIC.

STATE OF NEVADA }
 CARSON CITY }
 COUNTY OF CLATSOP }
 I, Judy Pudwill, Mayor of Carson City, Nevada, do hereby certify that the information herein is true and accurate and that the streets, alleys and public places shown are dedicated and intended to be public.

PARCEL MAP REVIEW COMMITTEE

APPROVED BY THE CARSON CITY PARCEL MAP REVIEW COMMITTEE AT THEIR MEETING HELD ON THE 24 DAY OF APRIL, 1992.

CITY ENGINEER APPROVAL

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE DULY APPOINTED CARSON CITY ENGINEER AND THAT HE HAS EXAMINED THE PARCEL MAP SHOWN HEREON AND FINDS THAT ALL PROVISIONS OF THE LAWS OF THE STATE OF NEVADA AND THE CITY OF CARSON CITY HAVE BEEN COMPLIED WITH AND PROCEEDURE HAVE BEEN COMPLETED WITHIN THE TIME FRAMEWORK AND THAT HE IS SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

UTILITY COMPANIES

THE EASEMENTS SHOWN ON THIS PLAT HAVE BEEN REVIEWED AND APPROVED BY:
Sierra Pacific Electric
Sierra Pacific Power & Light
Sierra Pacific Natural Gas Corp

RECORDER'S CERTIFICATE

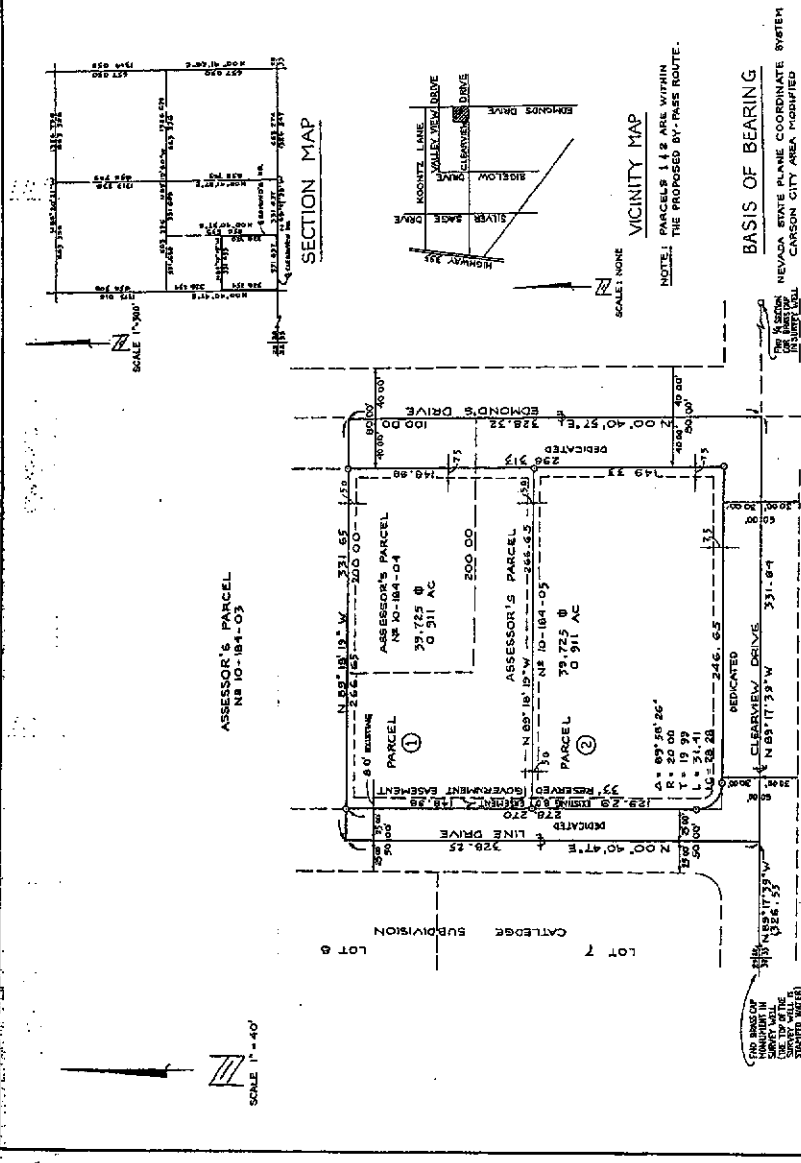
FILED FOR RECORD THIS 11 DAY OF May, 1992 AT 10:27 P. M. IN BOOK 3, PAGE 651 OF THE OFFICIAL RECORDS OF CARSON CITY, NEVADA AT THE OFFICE OF CLATSOP COUNTY.

PARCEL MAP

JUDY PUDWILL
 BEING THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 28, T19N, R22E, M.L.B. 11N, CARSON CITY, NEVADA.
 F.W. GENTRY ASSOC.
 5441 S. CARSON ST.
 CARSON CITY, NEVADA 89202
 PROJECT 101 (92-01)
 SHEET 01 OF 01

71143
 RECORDER 159M

159



OWNER'S CERTIFICATE

THIS SURVEY WAS COMPLETED ON THE 30th DAY OF NOVEMBER, 1992. THE MONUMENTS ARE OF THE WOOD KIND AND ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RE-LOCATED.

FRANK W. GENTRY, JR.
 SURVEYOR
 159M

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS 11 DAY OF May, 1992 AT 10:27 P. M. IN BOOK 3, PAGE 651 OF THE OFFICIAL RECORDS OF CARSON CITY, NEVADA AT THE OFFICE OF CLATSOP COUNTY.

PARCEL MAP

JUDY PUDWILL
 BEING THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 28, T19N, R22E, M.L.B. 11N, CARSON CITY, NEVADA.
 F.W. GENTRY ASSOC.
 5441 S. CARSON ST.
 CARSON CITY, NEVADA 89202
 PROJECT 101 (92-01)
 SHEET 01 OF 01

71143
 RECORDER 159M

159

Scanned by: Authorized Mapping Services. For additional maps and information call 1-800-782-6415 or visit www.giamap.com

ACAD

CLEARVIEW SOUTH 1/2

FROM: THOMAS D. & LILA BROWN -----

TO: CARSON CITY, STATE OF NEVADA

A PORTION OF NE 1/4, NW 1/4 SEC. 33 T. 15 N., R. 20 E., M.D.B. & M.

WE, THE UNDERSIGNED, HEREBY DEDICATE TO CARSON CITY, STATE OF NEVADA, for Public Roadway and Utility Purposes, lands owned by us or in which we have a vested interest, particularly described as follows, to wit:

That portion of ---Clearview Drive ----- as shown on a Parcel Map for Thomas D. & Lila Brown ----- filed and recorded on the 9th day of February, 1978 in Book 3, Page 631.
File No. 77083, Carson City, Nevada.

THE UNDERSIGNED in consideration of one dollar and other good and valuable considerations, hereby jointly and severally, release Carson City and its Officers and Agents from any and all claims by reason of use of the foregoing lands for the use of public roadway and utility purposes.

IT IS HEREBY AGREED by Carson City that the Carson City Tax Roll shall be adjusted to reflect the corresponding reduction of taxable property as dedicated above.

IN WITNESS WHEREOF: We have hereunto set our hands, this 26th day of January, 1978.

Lila Brown

Thomas D Brown

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

On January 26, 1978 personally appeared before me Thomas D. Brown and Lila Brown, who acknowledged that they executed the above instrument.



Kathalie G. Smith
Notary Public

Filed for Record at the Request of Carson City Public Works on February 9, 1978 at 28 min's. past 3 o'clock P.M. Recorded in Book 224 of Official Records, Page 555, Carson City, Nevada.

Peter Supera
Carson City Recorder

77085

By: *Norma L Perondi*
Deputy

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, THOMAS D. & LILA BROWN, SOLE OWNERS OF THE PARCELS SHOWN ON THIS MAP, HAVE REVIEWED THE PLAT AND APPROVE THE INFORMATION AND ACCESS ACCORDING HEREBY AND SPECIFIED AS PERMANENT EASEMENTS FOR THE STATED PURPOSES AND PURPOSES HEREIN AND HEREBY GRANT TO THE CITY OF CARSON, CALIFORNIA, THE EASEMENTS AND ACCESS SPECIFIED HEREIN.

STATE OF NEVADA
CARSON CITY
 I, Thomas D. & Lila Brown, do hereby certify that I have executed the foregoing plat and that the same is a true and correct copy of the original as the same appears in my possession and control.

PARCEL MAP REVIEW COMMITTEE
 APPROVED BY THE CITY MAP REVIEW COMMITTEE AT THEIR MEETING HELD ON THE 10th DAY OF January, 1911.

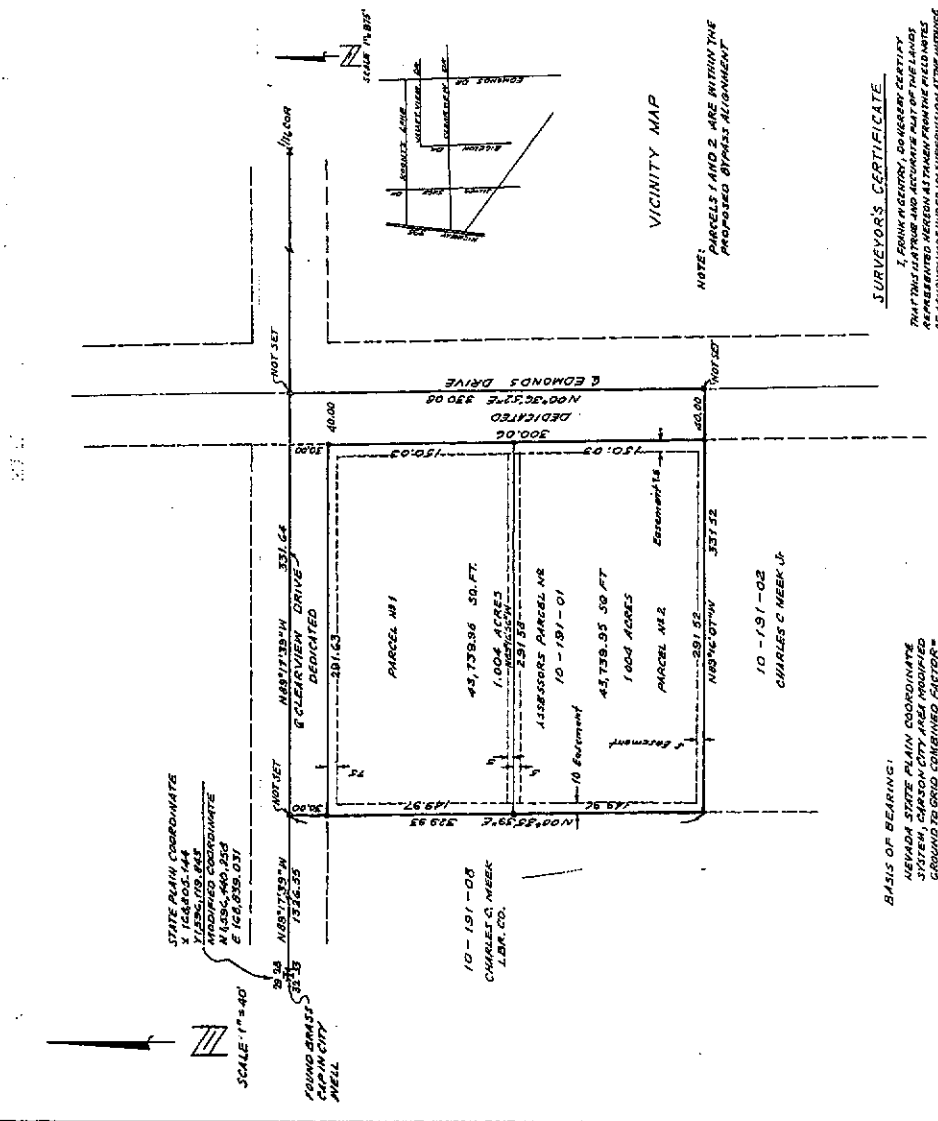
CITY ENGINEER APPROVAL
 THE UNDERSIGNED HEREBY CERTIFY THAT I HAVE EXAMINED THE PARCEL MAP AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS IN MY POSSESSION AND CONTROL AND I HAVE NO OBJECTION TO THE SAME.

UTILITY COMPANIES
 THE EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED AND APPROVED BY THE Carson City Water & Sewerage Dept. AND Carson City Electric Dept. AND THE SAME ARE IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE CITY ENGINEER.

RECORDERS CERTIFICATE
 FILED FOR RECORD THIS 13th DAY OF January, 1911, AT CARSON, NEVADA, IN BOOK 3, PAGE 111, BY James C. Neek, RECORDER.

PARCEL MAP
THOMAS D. & LILA BROWN
 BEING THE NO. 10 OF THE N. W. CORNER OF SECTION 10, T. 19 N., R. 10 E., S. 1 E., RANGE 10, T. 19 N., R. 10 E., S. 1 E., NEVADA.

PLAT ENGINEER'S OFFICE
 JAMES C. NEEK, CIVIL ENGINEER
 200 OCT. 1, 1911
 CARSON, NEV.
 274 N. 1st St.
 CARSON, NEV.



SURVEYOR'S CERTIFICATE
 I, FRANK GENTRY, DO HEREBY CERTIFY THAT THE LINES AND BEARINGS SHOWN ON THIS PLAT WERE MEASURED AND FOUND TO BE TRUE AND CORRECT AND THAT THE SAME ARE IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE CITY ENGINEER.

BASIS OF BEARINGS:
 VERMONT STATE PLAIN COORDINATE SYSTEM, CARSON CITY, NEV. ADJUSTED TO GRID CONFORMED FACTOR = 0.999758254.

• SET & REBAR WITH TAG STAMPED JULY 31, 1910

FOUND BRASS CAP-IN CITY WELL

137

137

Scanned by Automated Mapping Services. For additional maps and information call 1-800-762-4465 or visit www.gmap.com

APN 10-151-03
3600 S EDMONDS DR

80' RIGHT OF WAY
AS SHOWN ON BK 1 PG 10

S EDMONDS DR

● KOONTZ LN

EXIST WATER LINE

APN 10-322-01
1791 KOONTZ LN

APN 10-153-02
3700 S EDMONDS DR

20' RIGHT-OF-WAY
PER BLM N-77665
& UTILITY CORRIDOR
PER NDOT PERMIT
US-395 CC 2.31-2.36

APN 10-322-17
1790 VALLEY VIEW DR



FOR PLANNING PURPOSES ONLY
NOT A RECORD OF SURVEY



DWG NO: 00-6010-right-of-way.dwg

**CARSON CITY
PUBLIC WORKS**

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

**CARSON CITY FREEWAY PHASE 2
EXISTING RIGHT-OF-WAY
KOONTZ LN**

DESIGNED BY: BD
DRAWN BY: BD
CHECKED BY: JA
SCALE (HORIZ): 1"=100'
DATE: APR 9, 2007

FIGURE

1

E. KOONTZ LANE: C.C. Moved to accept this dedication @ reg. meet 6/5/62 # 20425
Jerry Lamb to prepare signiture statement for Mrs. Donnelly, then will attest & record.

Make separate Dedication for Borda & Separate Ded. for Stephens.
Also, make request to BLM for roadway thru to Lompa Lane.

20

DEDICATION RECORDED 6/5/62

File 50244

TO THE COUNTY OF ORMSBY
STATE OF NEVADA

WE THE UNDERSIGNED, HEREBY DEDICATE TO THE COUNTY OF ORMSBY, State of Nevada, for highway purposes, lands hereinafter described, now owned by us or in which we have or may have an interest, as follows:

A strip or parcel of land eighty feet in width being Koontz Lane extending easterly from Highway U.S. 50 to eighty-foot County road and generally including portions of the NW 1/4 Section 29 and NE 1/4 Section 28, T15N R20E, MDBM. Said strip or parcel is more specifically described as follows:

A strip or parcel of land eighty feet in width with centerline beginning at the intersection of the easterly right-of-way line of Highway U.S. 50 and the south line of the NW 1/4 Section 29, T15N R20E, MDBM, from which the south quarter corner of said Section 29 bears S 49°10'E 304.2 feet, more or less, as calculated from Nevada Highway Department right-of-way maps; thence, first and only course, easterly along the one sixty-fourth line 6600 feet, more or less, to point of ending at the centerline intersection of Koontz Lane prolonged and north-south 80 foot County road, said point of ending being the NE corner of NW 1/4 Section 28, T15N R20E, MDBM.

The effect of this dedication on 5 Acre tracts in the NW 1/4 Section 29 will be to widen the 33 foot easements withheld by the Federal Government to 40 feet on those portions of tracts immediately north and south of Koontz Lane.

We the undersigned in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby jointly and severally release the County of Ormsby and its officers and agents from any and all claims by reason of the use of the foregoing lands, and further from any claims and all damages to the remaining adjacent lands by reason of the location, construction, landscaping and maintenance of said highway and appurtenances.

IN WITNESS WHEREOF, we have hereunto set our hands, this day of _____, 19_____.

1	<i>Annita Donnelly</i>	<i>Frances A. Donnelly</i>
2	<i>Clara C. Stewart</i>	<i>Helena Stewart</i>
3	<i>Thelma A. Reid</i>	<i>Louise A. Reid</i>
4	<i>Floyd Walker</i>	<i>Mary Probst</i>
5	<i>J. William E. Hampton</i>	<i>Helena Stiles</i>
6	<i>Arvid W. Hampton</i>	<i>Muriel Walker</i>
7	<i>Harold H. Wells</i>	<i>Paula Wells</i>
8	<i>Helena R. Knapp</i>	<i>Charlie Grayson</i>
9	<i>Conrad Strauch</i>	<i>Hazel J. Wells</i>
10	<i>Thelma Stewart</i>	<i>Louis J. (Caiton)</i>
11		
12		

MOONIE

DEDICATION - PUBLIC ROADWAY & UTILITY PURPOSES. Engr's File No.'s (1.104)
(S)

FROM: Faber Brothers Construction Co.

TO: CARSON CITY, STATE OF NEVADA

A PORTION OF SE 1/4, NE 1/4, SE 1/4 SEC. 29 T. 15 N., R. 20 E., M.D.B.&M.

WE, THE UNDERSIGNED, HEREBY DEDICATE TO CARSON CITY, STATE OF NEVADA, for Public Roadway and Utility Purposes, lands owned by us or in which we have a vested interest, particularly described as follows, to wit:

A strip of land 30.00 feet in width more particularly described as follows:

Commencing at the 1/4 corner common to sections 28 and 29, T15N, R20E, M.D.B. & M.; thence S 00°23'34" W 696.11 feet along the section line to a point on the south line of Koontz Lane (an 80 foot wide right-of-way) the true point of beginning:

Thence S 89°54'20" W 30.00 feet along the south boundary of Koontz Lane; thence S 00°23'34" W 325.56 feet to the north line of that parcel conveyed to Enloe Drilling Co. in book 89, page 27 of the Official Records of Carson City, Nevada; thence along said north line of the Enloe parcel S 89°48'49" E 30.00 feet to the section line common to sections 28 and 29; said section line being the west line of Carson View Estates Subdivision as set forth in File No. 12237 of the Official Records of Carson City, Nevada; thence along the section line N 00°23'34" E 325.71 feet to the point of beginning containing .224 acres more or less.

COMPARED

Filed for Record at Request of Engr's
MAY 17 1973 at 4:21 Min's. Past 4 o'clock P.M.
Recorded in Book 141 of Official Records
Page 021 Carson City, Nevada
By Patricia A. ... Carson City Recorder
By Quinn ... Deputy
File No. 20738 7/0

INDEXED

THE UNDERSIGNED In consideration of one dollar and other good and valuable considerations, hereby jointly and severally, release Carson City and its Officers and Agents from any and all claims by reason of use of the foregoing lands for the use of public roadway and utility purposes.

IT IS HEREBY AGREED by Carson City that the Carson City Tax Roll shall be adjusted to reflect the corresponding reduction of taxable property as dedicated above, and that there shall be no improvement cost for this roadway to the Grantor.

IN WITNESS WHEREOF: We have hereunto set our hands, this _____ day of

May 17, 1973

Faber Bros Const Co by
E. J. Faber

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

On May 17, 1973 personally appeared before me _____
E. J. Faber who acknowledged that he executed
the above instrument.

Marie Westenhofer
(Signature)

MARIE WESTENHOEFER
Notary Public - State of Nevada
My Commission Expires Jan. 17, 1974

DEDICATION - PUBLIC ROADWAY & UTILITY PURPOSES. Engr's File No.'s (1.104)
(S)

FROM: FABER BROTHERS CONSTRUCTION COMPANY

TO: CARSON CITY, STATE OF NEVADA

A PORTION OF SE 1/4, NE 1/4, SE 1/4 SEC. 29 T. 15 N., R. 20 E., M.D.B.&M.

WE, THE UNDERSIGNED, HEREBY DEDICATE TO CARSON CITY, STATE OF NEVADA, for Public Roadway and Utility Purposes, lands owned by us or in which we have a vested interest, particularly described as follows, to wit:

A strip of land 30.00 feet in width more particularly described as follows:

Commencing at the 1/4 corner common to Sections 28 and 29, T15N, R20E, M.D.B.&M.; thence S 00°23'34" W 696.11 feet along the section line to a point on the south line of Koontz Lane (an 80-foot wide right-of-way) the true point of beginning:

Thence S 89°54'20" W 50.17 feet along the south boundary of Koontz Lane to the beginning of a 20-foot radius curve to the left, the tangent of which bears N 89°54'20" E; thence along said curve through a central angle of 90°29'14" an arc length of 31.59 feet; thence S 00°23'34" W 305.39 feet to the north line of that parcel conveyed to Enloe Drilling Company in Book 89, page 27 of the Official Records of Carson City, Nevada; thence along said north line of the Enloe parcel S 89°48'49" E 30.00 feet to the section line common to Sections 28 and 29; said section line being the west line of Carson View Estates Subdivision as set forth in File No. 12237 of the Official Records of Carson City, Nevada; thence along the section line N 00°23'34" E 325.71 feet to the point of beginning containing .226 acres more or less.

THE UNDERSIGNED in consideration of one dollar and other good and valuable considerations, hereby jointly and severally, release Carson City and its Officers and Agents from any and all claims by reason of use of the foregoing lands for the use of public roadway and utility purposes.

IT IS HEREBY AGREED by Carson City that the Carson City Tax Roll shall be adjusted to reflect the corresponding reduction of taxable property as dedicated above.

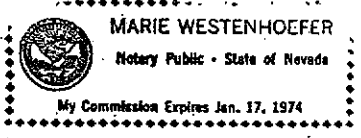
IN WITNESS WHEREOF: We have hereunto set our hands, this 7TH day of

JUNE, 1973
Faber Bros Const Co by
E. L. Faber

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

On June 7 1973 personally appeared before me E. L. Faber, who acknowledged that he executed the above instrument.

Marie Westenhofer
(Signature)



DEDICATION - PUBLIC ROADWAY & UTILITY PURPOSES. Engr's File No.'s (1.104)
(S)

FROM: FABER BROTHERS CONSTRUCTION COMPANY

TO: CARSON CITY, STATE OF NEVADA

A PORTION OF SE 1/4, NE 1/4, SE 1/4 SEC. 29 T. 15 N., R. 20 E., M.D.B.&M.

WE, THE UNDERSIGNED, HEREBY DEDICATE TO CARSON CITY, STATE OF NEVADA; for Public Roadway and Utility Purposes, lands owned by us or in which we have a vested interest, particularly described as follows, to wit:

A strip of land 30.00 feet in width more particularly described as follows:

Commencing at the 1/4 corner common to Sections 28 and 29, T15N, R20E, M.D.B.&M.; thence S 00°23'34" W 696.11 feet along the section line to a point on the south line of Koontz Lane (an 80-foot wide right-of-way) the true point of beginning:

Thence S 89°54'20" W 50.17 feet along the south boundary of Koontz Lane to the beginning of a 20-foot radius curve to the left, the tangent of which bears N 89°54'20" E; thence along said curve through a central angle of 90°29'14" an arc length of 31.59 feet; thence S 00°23'34" W 305.39 feet to the north line of that parcel conveyed to Enloe Drilling Company in Book 89, page 27 of the Official Records of Carson City, Nevada; thence along said north line of the Enloe parcel S 89°48'49" E 30.00 feet to the section line common to Sections 28 and 29; said section line being the west line of Carson View Estates Subdivision as set forth in File No. 12237 of the Official Records of Carson City, Nevada; thence along the section line N 00°23'34" E 325.71 feet to the point of beginning containing .226 acres more or less.

TRUST

THE UNDERSIGNED in consideration of one dollar and other good and valuable considerations, hereby jointly and severally, release Carson City and its Officers and Agents from any and all claims by reason of use of the foregoing lands for the use of public roadway and utility purposes.

IT IS HEREBY AGREED by Carson City that the Carson City Tax Roll shall be adjusted to reflect the corresponding reduction of taxable property as dedicated above.

IN WITNESS WHEREOF: We have hereunto set our hands, this 7TH day of

JUNE, 1973

Faber Bros Const Co by
E. L. Faber

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

On June 7, 1973 personally appeared before me _____
E. L. Faber who acknowledged that he executed
the above instrument.

Marie Westenhoefer
(Signature)

MARIE WESTENHOEFER
Notary Public - State of Nevada
My Commission Expires Jan. 17, 1974

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date in this certificate first above written.

(SEAL) Ernest T. Minney

Ernest T. Minney
Notary Public Residing in
County of Placer
State of California

My Commission Expires June 30-1965

Filed for Record at Request of NEVADA TITLE GUARANTY CO. JUN 4 1962
at 5 Min. Past 4 o'clock P.M. Recorded in Book 1 Dedications Page 9
Records Ormsby County, Nevada

Harold M. Wells
County Recorder

By _____
Deputy

File No. 50244

DEDICATION

TO THE COUNTY OF ORMSBY
STATE OF NEVADA

WE THE UNDERSIGNED, HEREBY DEDICATE TO THE COUNTY OF ORMSBY, State of Nevada, for highway purposes, lands hereinafter described, now owned by us or in which we have or may have an interest, as follows:

A strip or parcel of land eighty feet in width being Koontz Lane extending easterly from Highway U. S. 50 to eighty-foot County road and generally including portions of the N $\frac{1}{2}$ S $\frac{1}{2}$ Section 29 and N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 28, T15N R20E, MDBM. Said strip or parcel is more specifically described as follows:

A Strip or parcel of land eighty feet in width with center-line beginning at the intersection of the easterly right-of-way line of Highway U. S. 50 and the south line of the N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ Section 29, T15N R20E, MDBM, from which the south quarter corner of said Section 29 bears S 49°10' E 3042 feet, more or less, as calculated from Nevada Highway Department right-of-way maps; thence, first and only course, easterly along the one sixty-fourth line 6600 feet, more or less, to point of ending at the centerline intersection of Koontz Lane prolonged and north-south 80 foot County road, said point of ending being the NE corner of N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{2}$ SW $\frac{1}{4}$ Section 28, T15N R20E, MDBM.

The effect of this dedication on 5 Acre tracts in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 29 will be to widen the 33 foot easements withheld by the Federal Government to 40 feet on those portions of tracts immediately north and south of Koontz Lane.

We the undersigned in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby jointly and severally release the County of Ormsby and its officers and agents from any and all claims by reason of the use of the foregoing lands, and further from any claims and all damages to the remaining adjacent lands by reason of the location, construction, landscaping and maintenance of said highway and appurtenances.

IN WITNESS WHEREOF, we have hereunto set our hands, this 5th day of January, 1962.

1. <u>Anna E. Donnelly</u>	<u>Clarence E. Donnelly</u>
2. <u>Ollyses A. Stewart</u>	<u>Helen Stewart</u>
3. <u>Willis A. Reil</u>	<u>Louis K. Koontz</u>
4. <u>Floyd Walker</u>	<u>Mary Koontz</u>
5. <u>William E. Hampton</u>	<u>Helen Stiles</u>
6. <u>Lavina Hampton</u>	<u>Muriel Walker</u>
7. <u>Harold M. Wells</u>	<u>Ira W. Helgren</u>

BK1 of dedicat Pg 10

- 8. Helen R. Draghi Charles Draghi
- 9. Conrad Strauch Hazel N Wells
- 10. Wilma L Acaturri Louis J Acaturri

STATE OF NEVADA: SS.

COUNTY OF ORMSBY:

I, ANNA E. DONNELLY, do hereby certify that all the signatures on this dedication are all original and true signatures, signed by each individual person.

Anna E Donnelly

Subscribed and sworn to before me
 this 6th day of June, 1962.
Geraldine Lamb (SEAL)
 CLERK OF THE FIRST JUDICIAL DISTRICT
 COURT OF THE STATE OF NEVADA
 IN AND FOR ORMSBY COUNTY

Filed for Record at Request of Geraldine Lamb, Clerk JUN 6 1962
 at 20 Min. Past 10 o'clock A M Recorded in Book 1 Dedications Page 10
 Records Ormsby County, Nevada

William M. Stinson
 County Recorder

By _____
 Deputy

File No. 50493

TO WHOM IT MAY CONCERN:

We, the undersigned, agree to give, free of charge, to the County of Ormsby, a 15-foot strip of land from each parcel of land owned by us separately, for the purpose of widening Nye Lane, and resurfacing.

All expenses of transfer and moving of posts, fences, and such, to be paid for by the County.

-
- 1. Robert R. Humphrey
 - 2. Elizabeth R. Humphrey
 - 3. Jesse Jackson
 - 4. Goldie E. Jackson
 - 5. Virginia Lee Brunson
 - 6. Alicia Beck N. W. Beck
 - 7. Yvonne Lathrop - James Lathrop
 - 8. Florence W. Scott by G. E. Jackson
 - 9. Olive Z. Newton
 - 10.
 - 11.
 - 12.
 - 13.
 - 14.
 - 15.

KOONTZ

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date in this certificate first above written.

(SEAL) Ernest T. Minney

Ernest T Minney
Notary Public Residing in
County of Placer
State of California

My Commission Expires June 30-1965

Filed for Record at Request of NEVADA TITLE GUARANTY CO. JUN 4 1962
at 5 Min. Past 4 o'clock P M Recorded in Book 1 Dedications Page 9
Records Ormsby County, Nevada

Wesley M. Stinson
County Recorder

By _____
Deputy

File No. 50244

DEDICATION

TO THE COUNTY OF ORMSBY
STATE OF NEVADA

WE THE UNDERSIGNED, HEREBY DEDICATE TO THE COUNTY OF ORMSBY, State of Nevada, for highway purposes, lands hereinafter described, now owned us or in which we have or may have an interest, as follows:

A strip or parcel of land eighty feet in width being Koontz Lane extending easterly from Highway U. S. 50 to eighty-foot County road and generally including portions of the N $\frac{1}{2}$ S $\frac{1}{2}$ Section 29 and N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 28, T15N R20 E, MDBM. Said strip or parcel is more specifically described as follows:

A Strip or parcel of land eighty feet in width with center-line bearing at the intersection of the easterly right-of-way line of Highway U. S. 50 and the south line of the N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ Section 29, T15N R20E, MDBM, from which the south quarter corner of said Section 29 bears S 49°10' E 3042 feet, more or less, as calculated from Nevada Highway Department right-of-way maps; thence, first and only course, easterly along the one sixty-four foot line 6600 feet, more or less, to point of ending at the centerline intersection of Koontz Lane prolonged and north-south 80 foot County road, said point of ending being the NE corner of NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 28, T15N R20E, MDBM.

The effect of this dedication on 5 Acre tracts in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 29 will be to widen the 33 foot easements withheld by the Federal Government to 40 feet on those portions of tracts immediately north and south of Koontz Lane.

We the undersigned in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby jointly and severally release the County of Ormsby and its officers and agents from any and all claims by reason of the use of the foregoing lands, and further from any claims and all damages to the remaining adjacent lands by reason of the location, construction, landscaping and maintenance of said highway and appurtenances.

IN WITNESS WHEREOF, we have hereunto set our hands, this 5th day of January, 1962.

- | | |
|------------------------|---------------------|
| 1. Anna E Donnelly | Clarence E Donnelly |
| 2. ?Oalyses A. Stewart | Helen Stewart |
| 3. Willis A. Reil | Louis K Koontz |
| 4. Floyd Walker | Mary Koontz |
| 5. William E Hampton | Helen Stiles |
| 6. ?Lavina Hampton | Muriel Walker |
| 7. Harold M. Wells | Ira W Helgren |

B1 P10 of Dedications

w/ asbult attached

STATE OF NEVADA

SEP 24 PM 1:03

PERMITS SECTION

**PERMIT MUST BE POSTED
AT JOB SITE
OR WORK WILL BE SUSPENDED**

Fee	-0-	Permit No.:	
US-395 CC 2.31-2.36. (Freeway)		II	District
Milepost			
District No.	242-03		
Carson City Engineering Dept.			
Type of Work:	2" Water Line for 1790 Valley View Drive		
FOR DEPARTMENT USE ONLY			

APPLICATION AND PERMIT FOR OCCUPANCY OF
NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY
(Under the provisions of NRS 408.423 and 408.210)

1. Location where excavation, construction, and/or occupancy is proposed
Phase 2 of the Carson City Freeway ; Koontz Lane to 255' South ;
between Milepost 143+80 and Milepost 141+

2. Describe in detail the type and scope of work; capacity or size of facility; stages and time frame for development; scheduled dates for start and completion. Attach 4 sets of detailed plans or drawings.

Install 2" waterline to serve 1790 Valley View Dr.
Line to be located 3' east of west freeway right-of-way.
City to require owner @ 1790 Valley View Dr to connect
to Valley View water main when main becomes
available and City to abandon 2" line in Freeway
Row.

This installation is in lieu of installing water main
in City ROW (Valley View Dr) across Freeway corridor
and is not subject to relocation requirements
should it be necessary to relocate or adjust the
line with Phase 2. Construction, Relocation/adjustment will
be NDOT's responsibility.

3. PERMITTEE hereby acknowledges that he has read and received a copy of the Terms and Conditions Relating to Right-of Way Occupancy Permits issued by the State of Nevada Department of Transportation, and accepts said terms and conditions and any additional terms and conditions stated in this permit.

4. SPECIFIC TERMS AND CONDITIONS APPURTENANT TO THIS PERMIT ARE LISTED ON PAGE 2 of 3.

Carson City Engineering Dept
Name of PERMITTEE
2621 Northgate Lane
Address
Carson City NV 89706
City, State, Zip
887-2300
Telephone No.

Jay Ahna FOR
Signature of PERMITTEE or Authorized Agent
Lawrence Werner I20:
City Engineer 887-2305 x 143
Title Telephone No.
9-23-2003
Date of Application
Permittee's I.D. No. or Parcel No.

PERMITTEE COPY

ADDITIONAL TERMS AND CONDITIONS

1. From HES "O" 141+15 (US 395 Carson Freeway) to HES "O" 143+90 trench and install 275 LF of 2" water line at a 48" depth 5' inside the west right of way line for the US 395 Carson Freeway south of Koontz Lane in accordance with the attached NDOT detail.
2. Permittee shall contact the permit office at 775-834-8330 two (2) working days prior to construction and two (2) working days prior to any lane closures on the State's Right-of-Way.

TRAFFIC CONTROL AND SAFETY

3. All traffic control shall conform to the "Manual on Uniform Traffic Control Device," chapter 6, and 2003 Nevada Standard Plans. Traffic shall not be impacted more than 20 minutes.
4. All Category 1 & 2 Traffic Control Devices used on NDOT roadways shall be National Cooperative Highway Research Program (NCHRP) Report 350 compliant. The permittee and/or contractor shall have manufacturer's certificates of compliance available at the project site.
5. All traffic control devices are subject to being rated by the Permit Inspector for conformance to the current American Traffic Safety Services Association (ATSSA) publication "Quality Standards for Work Zone Traffic Control Devices" which is available from the American Safety Services Association, 5440 Jefferson Davis Highway, Fredericksburg, VA 22407, Phone: (703) 898-5400. Any device determined by the Inspector to not meet these quality standards shall be replaced with an acceptable device.


CONSTRUCTION PRACTICES

6. All work within NDOT's right-of-way shall be in compliance with the Americans with Disabilities Act (ADA).
7. All work within NDOT's right-of-way shall conform to the *State of Nevada Department of Transportation Standard Specifications for Road and Bridge Construction*, 2001 Edition and the *State of Nevada Department of Transportation Standard Plans for Road and Bridge Construction*, 2003 Edition.
8. A complete permit package including NDOT accepted traffic control plans shall be available at the job site at all times during construction. All contractors and subcontractors connected with work on this project shall have a complete copy of this permit with NDOT approved plans at the site at all times or the work will be closed down until a copy is made available.
9. Permittee shall submit "As-built" plans to the District Office showing exact location and depth on both plan and profile within thirty (30) days of completion of construction.
10. **NO ROADWAY PAVEMENT SHALL BE CUT IN NDOT RIGHT OF WAY.**

SITE MAINTENANCE DURING CONSTRUCTION

11. Permittee shall coordinate relocation of disturbed survey monuments with the NDOT Location Division, Dave Hamlin at (775) 888-7256. Monuments shall be replaced by a Nevada Licensed Professional Land Surveyor (PLS), per the special instructions for survey, mapping, or GIS consultants and Nevada Revised Statutes.

Initial
Date


10/2/05

(Continued on page 3)

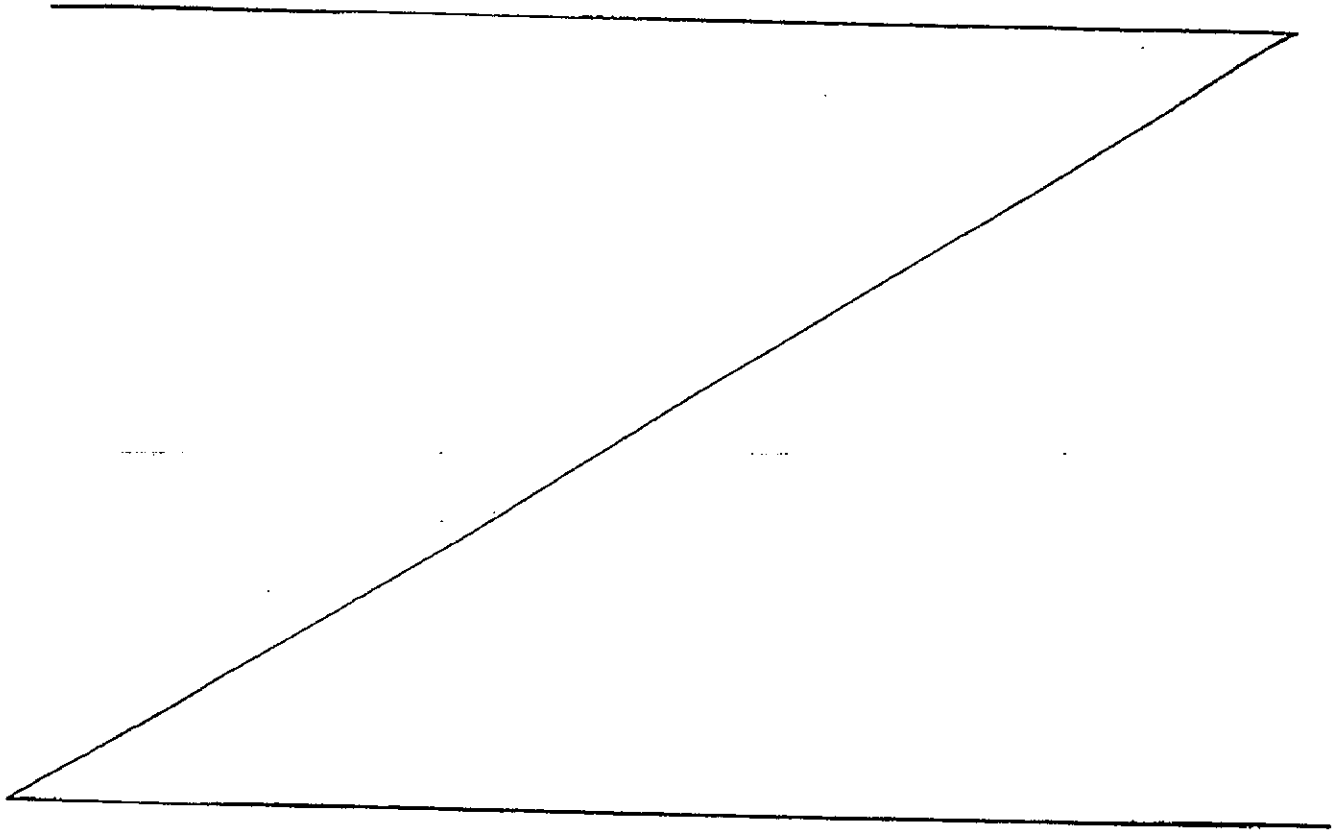
PERMITTEE: Carson City Engineering Department

PERMIT NO. _____

DISTRICT NO. 242-03

(Continued from page 2)

12. Permittee shall return all highway appurtenances disturbed or destroyed to a condition equal to or better than the original and in accordance with NDOT Standard Plans and Specifications.

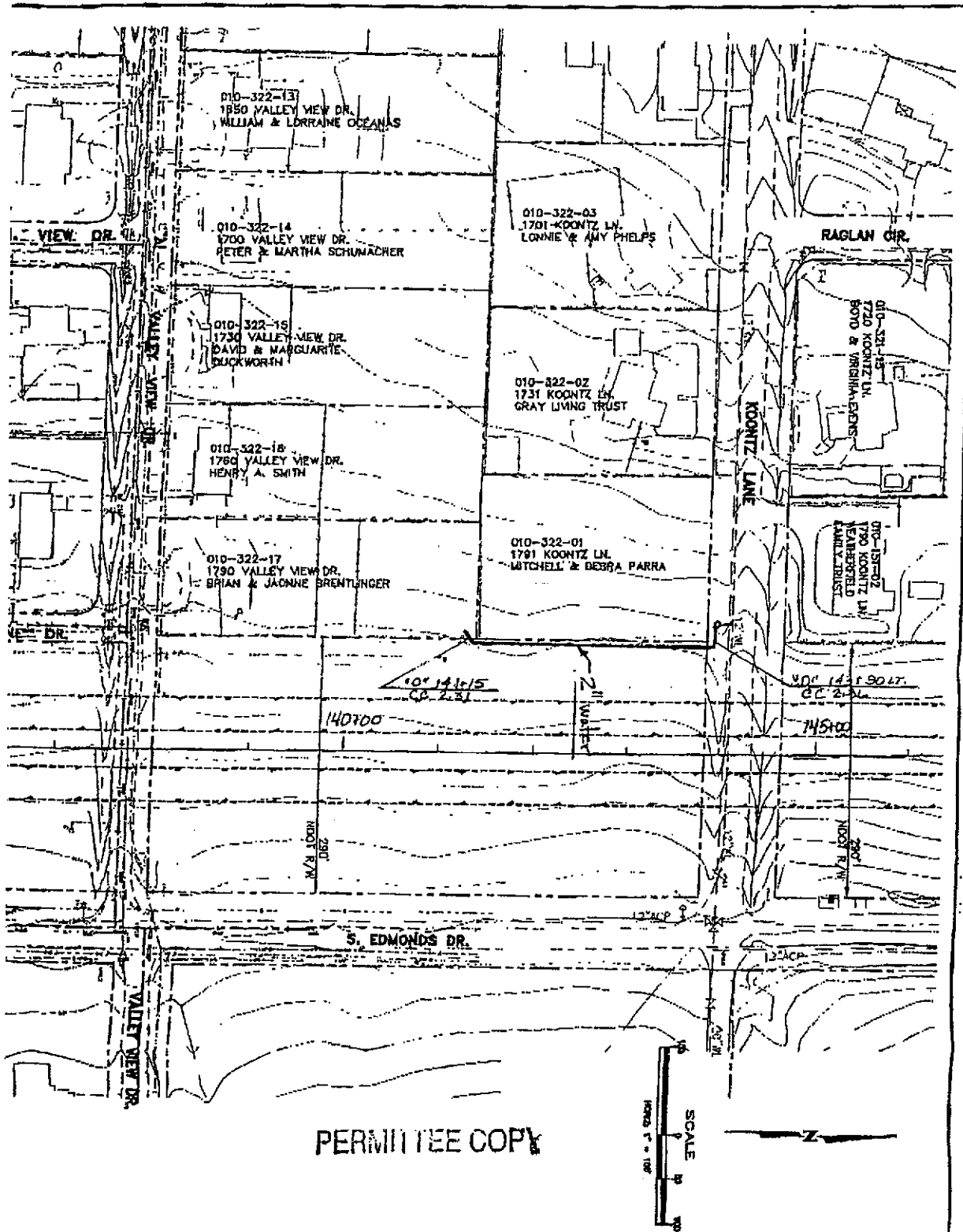


This Right-of-Way Occupancy Permit is granted to the PERMITTEE in accordance with the provisions of Chapter 408 N.R.S. and subject to the TERMS AND CONDITIONS stipulated to perform the work described.

Dated this 2nd day of OCTOBER, 20 03

STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

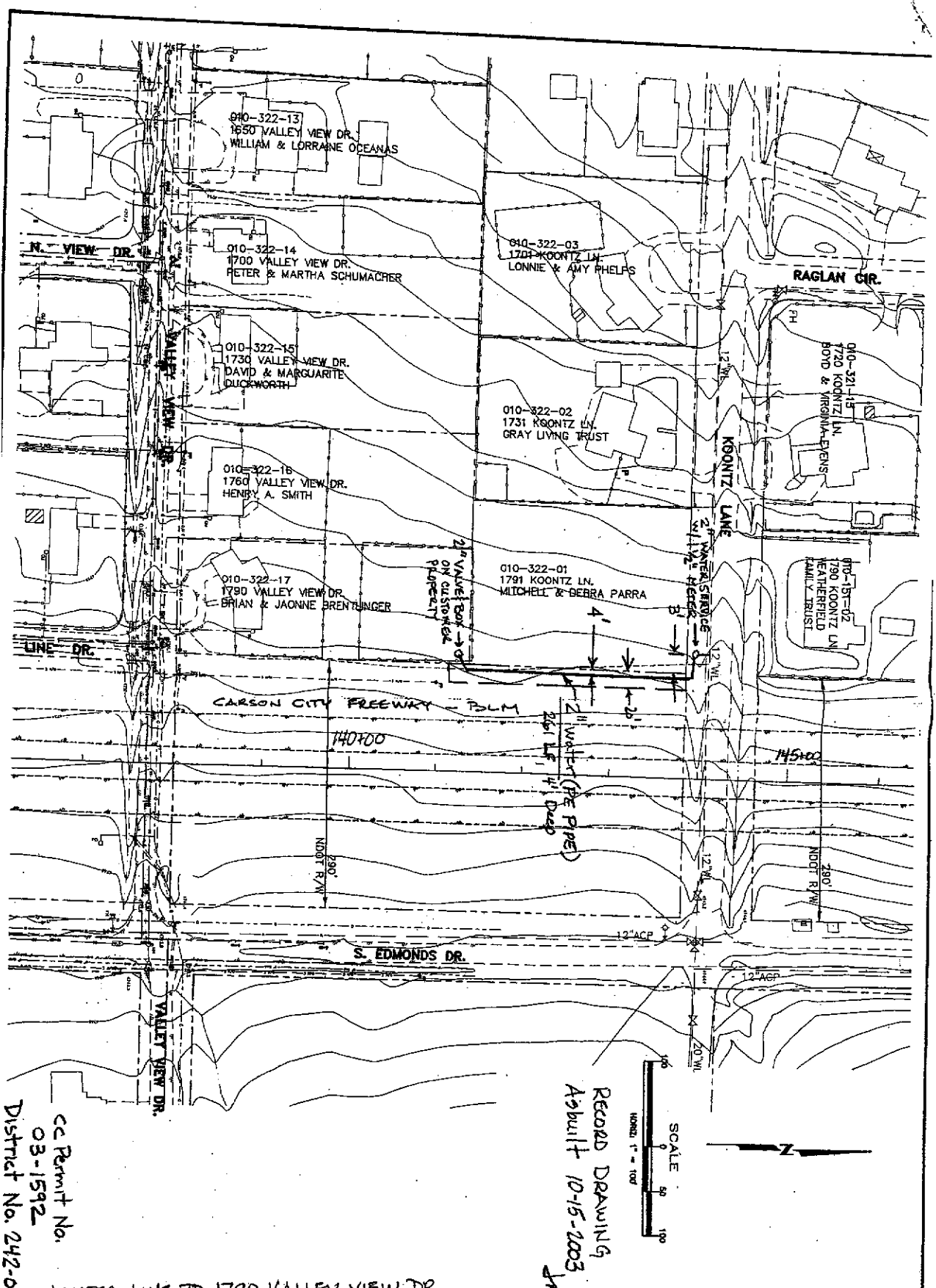
By [Signature]
Director or District Engineer



PERMITTEE COPY

WATER LINE TO 1790 VALLEY VIEW DR

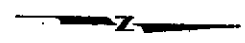
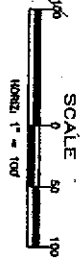
PROJECT NAME PROJECT NAME PROJECT No. XX-XXXX STREET NAME PLAN & PROFILE STA to STA	PERM. DATE _____	REVISION _____	BY _____	APP'D _____	CARSON CITY ENGINEERING DEPARTMENT 3305 BUTTE WAY CARSON CITY, NEVADA 89701 TEL 867-2300 FAX 867-2112	DRAWING NO. _____
						CHECKED BY _____
						DTD. NO. _____
						SCALE (SHEET) SCALE (FIELD) DATE _____



CC Permit No.
03-1592
District No. 242-03

WATER LINE TO 1790 VALLEY VIEW DR

RECORD DRAWING
Asbuilt 10-15-2003
JA



	PROJECT NAME PROJECT No. XX-XXXX SHEET NAME PLAN & PROFILE SEA to STA	<table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>APP'D</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV.	DATE	DESCRIPTION	BY	APP'D																CARSON CITY ENGINEERING DEPARTMENT 3505 BUTTI WAY CARSON CITY, NEVADA 89701 PH: 867-2355 FAX: 867-2112	DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____ DTC NO.: _____ SCALE (HORZ): _____ SCALE (VERT): _____ DATE: _____
	REV.	DATE	DESCRIPTION	BY	APP'D																			

EXHIBIT "D"

709-1

Project:

E.A.:

Agreement #: _____

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST, UTILITIES
1263 S. STEWART ST. RM. 320
CARSON CITY, NV 89712

CONSENT TO COMMON USE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between _____,
whose mailing address is _____,
hereinafter called COMPANY, and the STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION, hereinafter called STATE,

WITNESSETH:

WHEREAS, COMPANY is the owner in possession of certain rights-of-way and easements, hereinafter called "COMPANY'S easement", attached hereto as EXHIBIT "A", and made a part hereof; and

WHEREAS, STATE has acquired the underlying fee interest in and to said lands for Federal-aid highway purposes identified as Project _____, E.A. _____, hereinafter called "highway right-of-way"; and

WHEREAS, said highway right-of-way occupies a portion of, and is subject to, COMPANY'S easement between Highway Engineer's Stations as shown on plans attached hereto as EXHIBIT "B", and made a part hereof, said portion being hereinafter called "areas of common use."

NOW, THEREFORE, COMPANY and STATE hereby mutually agree as follows:

1. Subject to and upon the terms and conditions herein contained, COMPANY does hereby consent to the construction, reconstruction, maintenance, and use by STATE for a public highway and the necessary incidents thereto upon, over, above, across and under COMPANY'S easement in said areas of common use.

2. STATE acknowledges COMPANY'S title to COMPANY'S easement in said areas of common use and the priority of COMPANY'S title over the title of STATE therein.

3. In the event that the future use of said highway right-of-way shall at any time or times necessitate a rearrangement, relocation, reconstruction, or removal of any of COMPANY'S facilities then existing in said areas of common use STATE shall notify COMPANY in writing of such necessity and agree to reimburse COMPANY on demand for its actual costs incurred in complying with such notice. COMPANY will provide STATE with plans and specifications of its proposed adjustment/relocation and an estimate of the cost thereof and, upon approval of such plans and specifications by STATE, COMPANY will promptly proceed to effect such adjustment, relocation, reconstruction, or removal. If the adjustment and/or relocation of any of COMPANY'S facilities fall outside of said areas of common use, STATE will (1) enter into a mutually agreeable Joint Use Quitclaim Easement covering the new location of COMPANY'S easement within said highway right-of-way and/or (2) either provide document(s) granting to COMPANY a good and sufficient easement outside of said highway right-of-way if necessary to replace COMPANY'S easement or any part thereof and/or, if it is mutually agreed in writing that COMPANY shall acquire such easement, timely reimburse COMPANY for all actual costs which it may be required to expend to acquire such replacing easement, including but not limited to, labor, appraisals, reasonable attorney's fees, the cost of the easement, court costs, expenses of litigation, and expert witness fees.

4. Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provisions of COMPANY'S easement. Both STATE and COMPANY shall use said areas of common use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which STATE or COMPANY may now have or may hereafter acquire resulting from the construction of additional facilities by either STATE or COMPANY in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

5. STATE hereby agrees that if said highway right-of-way, so far as it lies within said areas of common use, is no longer needed for a public highway or other purposes and is abandoned or vacated, then STATE shall notify COMPANY.

6. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

709-3

7. The parties will execute two originals of this agreement and each party will have an original. The STATE will deliver one original to COMPANY, record this document, and provide COMPANY with a copy of the recorded document.

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

COMPANY

REVIEWED AND RECOMMENDED BY:

By: _____
NAME _____ Date _____
Title _____

District Engineer Date _____

Name, Chief RW Agent Date _____

APPROVED FOR LEGALITY AND FORM:

Deputy Attorney General Date _____

STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION:

Director Date _____

STATE OF NEVADA
CARSON CITY

On this _____ day of _____, 20____, personally
appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, _____
personally known (or proved) to me to be the _____
Director of the Department of Transportation of the State of Nevada who subscribed to the
above instrument for the Nevada Department of Transportation under authorization of Nevada
Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the
seal of said Department; and that said instrument was executed for the Nevada Department of
Transportation freely and voluntarily and for the uses and purposes therein mentioned.

S
E
A
L

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

709-4

STATE OF _____

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

S
E
A
L

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

CONSENT TO COMMON USE AGREEMENT EXHIBITS

EXHIBIT "A" and "B" are the same as the exhibits identified in the Agreement for the Adjustment of Utility Facilities as EXHIBITS "C" and 'B" respectively.

EXHIBIT "E"

Fee _____	District _____
Milepost _____	District No.: _____
Applicant: _____	
Type of Work: _____	

FOR DEPARTMENT USE ONLY	

**REVOCABLE APPLICATION AND PERMIT FOR OCCUPANCY OF
NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY
(Under the provisions of NRS 408.423, 408.210 and NAC 408)**

1. Location where excavation, construction, installation and/or occupancy is proposed

Local name of highway _____	Street address or nearest cross street _____
-----------------------------	--

2. Describe in detail the type and scope of work; capacity or size of facility; stages and time frame for development; scheduled dates for start and completion. Attach 4 sets of detailed plans or drawings.

3. PERMITTEE hereby acknowledges that he has read and received a copy of the specific Terms and Conditions Relating to Right-of-Way Occupancy Permits issued by the State of Nevada Department of Transportation, and accepts said terms and conditions and any additional terms and conditions stated in this permit.
4. **SPECIFIC TERMS AND CONDITIONS APPURTENANT TO THIS PERMIT ARE LISTED ON PAGE 2.**
5. **THE PERMIT SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.**

Name of PERMITTEE (Type or Print) _____	Signature of PERMITTEE _____
---	------------------------------

Address _____	Title _____	Phone No. _____
---------------	-------------	-----------------

City, State, Zip _____	Date of Application _____
------------------------	---------------------------

() _____ Phone No.	() _____ Fax No.	Permittee's I.D. No. or Parcel No. _____
------------------------	----------------------	--

NDOT
035 001
Rev. 10/03

ADDITIONAL TERMS AND CONDITIONS

This Right-of-Way Occupancy permit is granted to the PERMITTEE in accordance with the provisions of Chapter 408 NRS, and NAC 408 and subject to the terms and conditions stipulated to perform the work described.

Dated this _____ day of _____, 20_____

STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

By _____
Director or District Engineer

NDOT
035 001
Rev. 10/03