

City of Carson City
Agenda Report

Item #9-7B

Date Submitted: 5-24-10

Agenda Date Requested: 6-3-10

Time Requested: Consent

To: Carson City Board of Supervisors

From: City Manager

Subject Title: Action to ratify the City Manager's signature on the Agreement of Correction between Foothill Gardens Company and Carson City.

Staff Summary: In April 2004, the City entered into an Agreement with Foothill Gardens Limited Partnership for the sale of property to the City for roadway construction as well as a sight easement. The Agreement was recorded on April 2, 2004 along with the deed and the easement. However, at the time the Agreement, easement and deed were signed and recorded, the owner of the property was Foothill Garden Company. In order to clear any title disputes, Foothill Garden Company asked the City to sign the Agreement of Correction, which was done by the City Manager. Foothill corrected the Agreement, easement and deed.

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 ratify the City Manager's signature on the Agreement of Correction between Foothill Gardens Company and Carson City.

Explanation for Recommended Board Action: In April 2004, the City entered into an Agreement with Foothill Gardens Limited Partnership for the sale of property to the City for roadway construction as well as a sight easement. The Agreement was recorded on April 2, 2004 along with the deed and the easement. However, at the time the Agreement, easement and deed were signed and recorded, the owner of the property was Foothill Garden Company. In order to clear any title disputes, Foothill Garden Company asked the City to sign the Agreement of Correction, which was done by the City Manager. Foothill corrected the Agreement, easement and deed.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: N/A

Supporting Material: Agreement of Correction, Easement Deed of Correction, Deed Correction

Prepared By: Melanie Bruketta, Chief Deputy DA

Reviewed By:

(Department Head)

Date: _____

(City Manager)

Date: 5/25/10

Melanie Burkett

(District Attorney)

Date: 5.25.10

Nancy Paula

(Finance Director)

Date: 5/25/10

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

ANDREW MACKENZIE
MIKE PAVLAKIS
JOAN C. WRIGHT
PATRICK V. FAGAN
KAREN A. PETERSON
JAMES R. CAVILIA
CHRIS MACKENZIE
DAWN ELLERBROCK



ALLISON · MACKENZIE
PAVLAKIS · WRIGHT & FAGAN
L T D
ATTORNEYS AND COUNSELORS AT LAW

RYAN D. RUSSELL
JENNIFER M. MAHE
ALICIA G. JOHNSON
JOEL W. LOCKE

MIKE SOUMBENIOTIS
(1932-1997)

GEORGE V. ALLISON
OF COUNSEL

May 7, 2010

VIA HAND DELIVERY

Melanie Bruketta, Chief Civil Deputy
Deputy District Attorney
885 E. Musser Street, Suite 2030
Carson City, NV 89703

Re: Foothill Gardens Apartments

Dear Melanie:

Enclosed are the originals of the following documents, as recorded in the official records of Carson City on April 30, 2010:

1. Agreement of Correction between Foothill Gardens Company (as Owner) and Carson City, Document No. 400314;
2. Deed of Correction between Foothill Gardens Company (as Grantor) and Carson City (as Grantee), Document No. 400315; and
3. Easement Deed of Correction between Foothill Gardens Company (as Grantor) and Carson City (as Grantee), Document No. 400 316.

Thank you for your courtesy and assistance in getting these documents executed. Your help really facilitated the close of escrow on a transaction relating to the property. If you need anything further, please call me.

Sincerely,

Mike Pavlakis

encls.

APN 002-101-49

Now 002 - 101-84

AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.

CITY MANAGER, CITY OF CARSON CITY

201 N. CARSON STREET, SUITE 2

CARSON CITY, NV 89701

RECORDED AT THE REQUEST OF
TICOR TITLE - RENO

04/30/2010 09:31AM

FILE NO. 400314

ALAN GLOVER

CARSON CITY RECORDER

FEE \$0.00 DEP LDurkee

The parties executing this document hereby affirm that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030.

AGREEMENT OF CORRECTION

THIS AGREEMENT OF CORRECTION, is made and entered this 26th day of April, 2010, effective April 1, 2004 ("Effective Date") by and between FOOTHILL GARDENS COMPANY, a California limited partnership ("OWNER"), and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY ("CITY").

RECITALS:

1. On April 1, 2004, FOOTHILL GARDENS LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP ("FOOTHILL") and CITY entered into an Agreement (the "Agreement") providing for the conveyance of certain real property to the CITY for the purpose of roadway construction as set forth and more particularly described in Section 1(a) of the Agreement (the "1(a) Property") and for the grant of a permanent sight distance easement over and across a portion of certain real property as set forth and more particularly described in Section 1(b) of the Agreement (the "1(b) Property"). The Agreement was recorded in the official records of Carson City, Nevada, on April 2, 2004, as File No. 316488.

2. Pursuant to the Agreement, FOOTHILL, as Grantor, executed a Deed for right of way of the 1(a) Property to the CITY, as Grantee, which Deed was recorded in the official records of Carson City, Nevada, on April 2, 2004, as File No. 316489.

3. Further, pursuant to the Agreement, FOOTHILL, as Grantor, executed an Easement Deed for permanent sight distance easement over the 1(b) Property to the CITY as Grantee, which Easement Deed was recorded in the official records of Carson City, Nevada, on April 2, 2004, as File No. 316490. The Easement Deed was corrected by an Easement Deed of Correction executed by FOOTHILL and recorded in the official records of Carson City, Nevada, on May 20, 2004, as File No. 318952.

APN 002-101-49

now 002-101-84

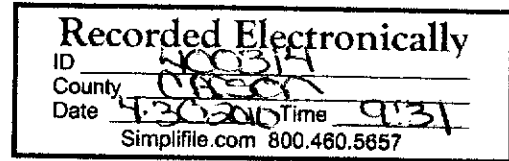
AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.

CITY MANAGER, CITY OF CARSON CITY

201 N. CARSON STREET, SUITE 2

CARSON CITY, NV 89701



The parties executing this document hereby affirm that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030.

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RECITALS:

1. On April 1, 2004, FOOTHILL GARDENS LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP ("FOOTHILL") and CITY entered into an Agreement (the "Agreement") providing for the conveyance of certain real property to the CITY for the purpose of roadway construction as set forth and more particularly described in Section 1(a) of the Agreement (the "1(a) Property") and for the grant of a permanent sight distance easement over and across a portion of certain real property as set forth and more particularly described in Section 1(b) of the Agreement (the "1(b) Property"). The Agreement was recorded in the official records of Carson City, Nevada, on April 2, 2004, as File No. 316488.

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3. Further, pursuant to the Agreement, FOOTHILL, as Grantor, executed an Easement Deed for permanent sight distance easement over the 1(b) Property to the CITY as Grantee, which Easement Deed was recorded in the official records of Carson City, Nevada, on April 2, 2004, as File No. 316490. The Easement Deed was corrected by an Easement Deed of Correction executed by FOOTHILL and recorded in the official records of Carson City, Nevada, on May 20, 2004, as File No. 318952.

4. At the time the Agreement, the Deed, the Easement Deed, and the Easement Deed of Correction were made, executed, and recorded, the 1(a) Property and the 1(b) Property were owned by OWNER and not FOOTHILL, OWNER having acquired title to the 1(a) Property, the 1(b) Property, and other real property from FOOTHILL by Quitclaim Deed recorded in the official records of Carson City, Nevada, on February 20, 2004, File No. 314277.

5. OWNER desires to ratify and confirm the Agreement, the Deed, and the Easement Deed of Correction as its acts, grants, and conveyances effective as of the Effective Date, notwithstanding any other dates set forth in the respective documents, and CITY desires to accept OWNER's ratification and confirmation of the Agreement, Deed, and the Easement Deed of Correction.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements contained herein, it is hereby agreed as follows:

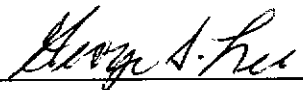
1. OWNER hereby ratifies and confirms the Agreement, the Deed, and the Easement Deed of Correction as its acts, grants, and conveyances, effective as of the Effective Date, and CITY hereby accepts OWNER's ratification and confirmation of said documents, effective as of the Effective Date.

2. OWNER agrees to execute and deliver in recordable form such other and further documents, including a Deed of Correction and Easement Deed of Correction, as are necessary and desirable to effectuate the terms hereof.

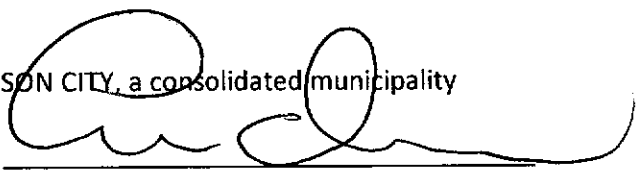
3. OWNER and CITY agree that the roadway construction has been completed by the CITY and no hazardous wastes or harmful substances were discovered, such that except as provided in the Easement Deed of Correction executed contemporaneously herewith, the purposes and objects of the Agreement have been satisfied and the Agreement is terminated effective with the execution and recording of the Easement Deed of Correction and the Deed of Correction.

IN WITNESS WHEREOF, the parties have executed this Agreement of Correction as of the Effective Date, April 1, 2004.

FOOTHILL GARDENS COMPANY, a
California limited partnership
By: Broadway Management, Inc., a
California corporation, its
General Partner

By: 
George S. Lee, President

CARSON CITY, a consolidated municipality

By: 
Lawrence A. Werner, P.E., R.L.S., City Manager

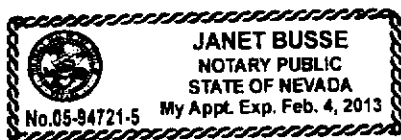
APPROVED AS TO FORM AND CONTENT:
NEIL A. ROMBARDO, ESQ., DISTRICT ATTORNEY

By: 
Melanie Bruketta, Chief Civil Deputy

STATE OF NEVADA)
 : ss.
CARSON CITY)

On this 26 day of April, 2010, personally appeared before me, a notary public, LAWRENCE A. WERNER, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Agreement of Correction, who acknowledged to me that he executed the foregoing document on behalf of the City of Carson City, State of Nevada.

SEAL



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

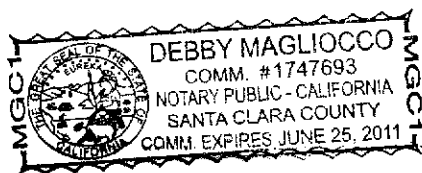
Janet Busse
Notary Public

STATE OF CALIFORNIA

County of Santa Clara

On this 27th day of April, 2010, before me, the undersigned, a Notary Public in and for the County of Santa Clara, State of CALIFORNIA, personally appeared GEORGE LEE, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he executed the same on behalf of Broadway Management, Inc., a California corporation, General Partner of FOOTHILL GARDENS COMPANY, a California limited partnership, freely and voluntarily and for the uses and purposes therein mentioned.

SEAL



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

Debby Magliocco
Notary Public in and for said County and State

State of California)
County of Santa Clara)

On April 27, 2010 before me,
Debby Magliocco, Notary Public (here insert name and title of the officer),
personally appeared George S. Lee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature Debby Magliocco (Seal)

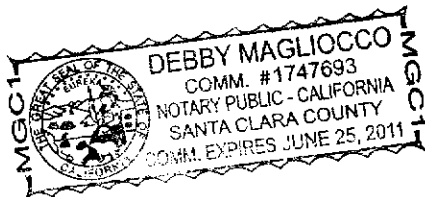


Exhibit 1(a)

All that certain real property situate in Carson City, State of Nevada, described as follows:

Starting from the Point of Beginning located 224.54 feet left of station "O" 324+82.10 on NDOT's US-395 alignment; thence S 00°42'11" W a distance of 65.91 feet along the Westerly right-of-way line of Lompa Lane to the beginning of a non-tangent curve with a radial bearing of N 89°17'49" W; thence 64.09 feet along said curve having a radius of 300.00 feet and bearing to the left through a central angle of 12°14'25" to the Northerly property line of the Foothill Gardens Limited Partnership; thence N 72°02'48" E a distance of 7.20 feet along the Northerly property line to the Point of Beginning.

APN: old 002-101-49 new 002-101-84

Exhibit 1(b)

Site Easement

All that certain real property situate in Carson City, State of Nevada, described as follows:

Starting from the Point of Beginning located 231.72 feet left of station "O" 324+82.58 on NDOT's US-395 alignment to the beginning of a non-tangent curve having a radial bearing of S 78 27'46" W; thence 64.09 feet along said curve having a radius of 300.00 feet and bearing to the right through a central angle of 12 14'25" to an angle point on the Westerly right-of-way of Lompa Lane; S 00 42'11" W a distance of 50.34 feet along the Westerly right-of way line of Lompa Lane to an angle point: thence N 08 32'39" W a distance of 111.64 feet to an angle point and the Northerly property line of the Foothill Gardens Limited Partnership; thence N 72 02'48" E a Distance of 11.74 feet along the Northerly property line of the Foothill Gardens Limited partnership to the Point of Beginning.

APN 002-101-49

now 002-101-84

AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.

CITY MANAGER, CITY OF CARSON CITY

201 N. CARSON STREET, SUITE 2

CARSON CITY, NV 89701

RECORDED AT THE REQUEST OF
TICOR TITLE - RENO

04/30/2010 09:31AM

FILE NO. 400316

ALAN GLOVER

CARSON CITY RECORDER

FEE \$0.00 DEP LDurkee

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EASEMENT DEED OF CORRECTION

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APN 002-101-49

now 002-101-84

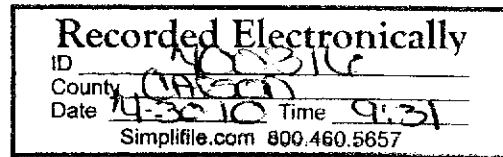
AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.

CITY MANAGER, CITY OF CARSON CITY

201 N. CARSON STREET, SUITE 2

CARSON CITY, NV 89701



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4. At the time the Agreement, the Deed, the Easement Deed, and the Easement Deed of Correction were made, executed, and recorded, the 1(a) Property, the 1(b) Property, and other real property were owned by GRANTOR and not FOOTHILL, GRANTOR having acquired title to the 1(a) Property and the 1(b) Property from FOOTHILL by Quitclaim Deed recorded in the official records of Carson City, Nevada, on February 20, 2004, File No. 314277.

5. GRANTOR desires to ratify and confirm the Easement Deed of Correction recorded in the official records of Carson City, Nevada, on May 20, 2004, as File No. 318952, and to set forth its affirmative obligations with respect to the Easement.

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presence grant unto the GRANTEE and to its assigns forever, for those purposes contained in Chapter 271 of the Nevada Revised Statutes, a permanent sight distance easement, for purposes related to roadway construction, upon, over and across certain real property of the undersigned, said real property situate, lying, and being in Carson City, State of Nevada, and more particularly described as being a portion of Section 9, Township 15 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

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

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

GRANTOR covenants and agrees, for itself, its successors and assigns that except as may otherwise be approved by GRANTEE in writing after the Effective Date, no improvements or vegetation within the Easement shall measure more than thirty (30) inches in height from the top of curb or sidewalk grade.

IN WITNESS WHEREOF, the GRANTOR has executed this Deed of Correction as of the day and year first above written, effective April 1, 2004.

FOOTHILL GARDENS COMPANY, a
California limited partnership
By: Broadway Management, Inc., a
California corporation, its
General Partner

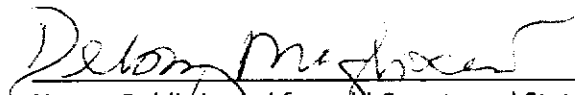
By: 
George S. Lee, President

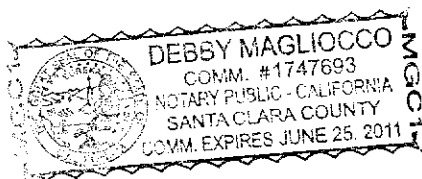
STATE OF CALIFORNIA
County of Santa Clara

On this 27th day of April, 2010, before me, the undersigned, a Notary Public in and for the County of Santa Clara, State of CALIFORNIA, personally appeared GEORGE LEE, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he executed the same on behalf of Broadway Management, Inc., a California corporation, General Partner of FOOTHILL GARDENS COMPANY, a California limited partnership, freely and voluntarily and for the uses and purposes therein mentioned.

SEAL

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


Notary Public in and for said County and State



State of California)
County of Santa Clara)

On April 27, 2010 before me,
Debby Magliocco, Notary Public (here insert name and title of the officer),
personally appeared George S. Lee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature Debby Magliocco (Seal)

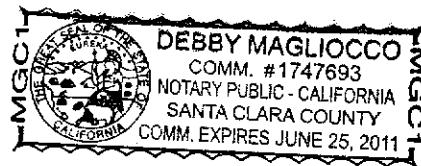


Exhibit "A"

Legal Description of 1(b) Property—Easement Granted to CITY

Exhibit 1(b)

Site Easement

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Starting from the Point of Beginning located 231.72 feet left of station "O" 324+82.58 on NDOT's US-395 alignment to the beginning of a non-tangent curve having a radial bearing of S 78° 27' 46" W; thence 64.09 feet along said curve having a radius of 300.00 feet and bearing to the right through a central angle of 12° 14' 25" to an angle point on the Westerly right-of-way of Lompa Lane; S 00° 42' 11" W a distance of 50.34 feet along the Westerly right-of-way line of Lompa Lane to an angle point; thence N 08° 32' 39" W a distance of 111.64 feet to an angle point and the Northerly property line of the Foothill Gardens Limited Partnership; thence N 72° 02' 48" E a Distance of 11.74 feet along the Northerly property line of the Foothill Gardens Limited partnership to the Point of Beginning.

Recorded ElectronicallyID _____
County _____
Date _____ Time _____
Simplifile.com 800.460.6657**STATE OF NEVADA
DECLARATION OF VALUE FORM****1. Assessor Parcel Number(s)**

- a)
- 2-101-84
-
- b) _____
-
- c) _____
-
- d) _____

2. Type of Property:

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

**FOR RECORDERS OPTIONAL USE
ONLY**

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ _____

Transfer Tax Value \$ _____

Real Property Transfer Tax Due: \$ 0.00**4. If Exemption Claimed**

- a. Transfer Tax Exemption, per NRS 375.090, Section 3 _____
-
- b. Explain Reason for Exemption:
- Easement Deed of Correction to correct the grantor name prior
-
- document no. 316490 and 318952

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature [Signature] Capacity Seller

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Foothill Gardens Company, a California
limited PartnershipAddress: 12300 Julie LaneSaratoga, CA 95070**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: Carson City c/o City Manager, City of
CarsonAddress: 201N. Carson Street, Suite 2Carson City, NV 89701**COMPANY/PERSON REQUESTING RECORDING**

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Ticor Title of Nevada, Inc.Escrow #: 9004473-TOAddress: 5441 Kietzke Lane, Suite 100City, State, Zip: Reno, NV 89511

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

Recorded Electronically

ID _____

County _____

Date _____

Time _____

Simplifile.com 800.460.5657

**STATE OF NEVADA
DECLARATION OF VALUE FORM****1. Assessor Parcel Number(s)**a) 2-101-84

b) _____

c) _____

d) _____

2. Type of Property:

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

**FOR RECORDERS OPTIONAL USE
ONLY**

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ _____

Transfer Tax Value \$ _____

Real Property Transfer Tax Due: \$ 0.00**4. If Exemption Claimed**

- a. Transfer Tax Exemption, per NRS 375.090, Section 3 _____
b. Explain Reason for Exemption: Deed of Correction to correct the grantor name prior document no. 316489

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature _____ Capacity City Manager

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Foothill Gardens Company, a California limited PartnershipAddress: 12300 Julie LaneSaratoga, CA 95070**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: Carson City c/o City Manager, City of CarsonAddress: 201N. Carson Street, Suite 2Carson City, NV 89701**COMPANY/PERSON REQUESTING RECORDING**
(REQUIRED IF NOT THE SELLER OR BUYER)Print Name: Ticor Title of Nevada, Inc.Escrow #: 9004473-TOAddress: 5441 Kietzke Lane, Suite 100City, State, Zip: Reno, NV 89511

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

APN 002-101-49

now 002-101-84

AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.

CITY MANAGER, CITY OF CARSON CITY

201 N. CARSON STREET, SUITE 2

CARSON CITY, NV 89701

RECORDED AT THE REQUEST OF
TICOR TITLE - RENO

04/30/2010 09:31AM

FILE NO. 400315

ALAN GLOVER
CARSON CITY RECORDER
FEE \$0.00 DEP LDurkee

The parties executing this document hereby affirm that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030.

DEED OF CORRECTION

THIS DEED OF CORRECTION, is made and entered this 26th day of April, 2010, effective April 1, 2004 ("Effective Date") by and between FOOTHILL GARDENS COMPANY, a California limited partnership ("GRANTOR"), and CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY ("GRANTEE").

RECITALS:

1. On April 1, 2004, FOOTHILL GARDENS LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP ("FOOTHILL") and CITY entered into an Agreement (the "Agreement") providing for the conveyance of certain real property to the CITY for the purpose of roadway construction as set forth and more particularly described in Section 1(a) of the Agreement (the "1(a) Property") and for the grant of a permanent sight distance easement over and across a portion of certain real property as set forth and more particularly described in Section 1(b) of the Agreement (the "1(b) Property"). The Agreement was recorded in the official records of Carson City, Nevada, on April 2, 2004, as File No. 316488.

2. Pursuant to the Agreement, FOOTHILL, as Grantor, executed a Deed for right of way of the 1(a) Property to the CITY, as Grantee, which Deed was recorded in the official records of Carson City, Nevada, on April 2, 2004, as File No. 316489.

3. Further, pursuant to the Agreement, FOOTHILL, as Grantor, executed an Easement Deed for permanent sight distance easement over the 1(b) Property to the CITY as Grantee, which Easement Deed was recorded in the official records of Carson City, Nevada, on April 2, 2004, as File No. 316490. The Easement Deed was corrected by an Easement Deed of Correction executed by FOOTHILL and recorded in the official records of Carson City, Nevada, on May 20, 2004, as File No. 318952.

APN 002-101-49

now 002-101-84

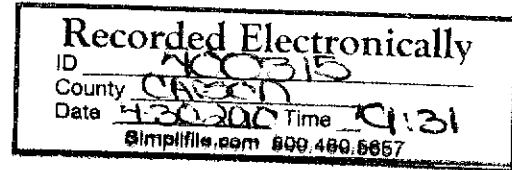
AFTER RECORDING RETURN TO:

LAWRENCE A. WERNER, P.E., R.L.S.

CITY MANAGER, CITY OF CARSON CITY

201 N. CARSON STREET, SUITE 2

CARSON CITY, NV 89701



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4. At the time the Agreement, the Deed, The Easement Deed, and the Easement Deed of Correction were made, executed, and recorded, the 1(a) Property and the 1(b) Property were owned by GRANTOR and not FOOTHILL, GRANTOR having acquired title to the 1(a) Property, the 1(b) Property, and other real property from FOOTHILL by Quitclaim Deed recorded in the official records of Carson City, Nevada, on February 20, 2004, File No. 314277.

5. GRANTOR desires to ratify and confirm the Deed, effective with the Effective Date.

WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presence grant, bargain, and sell unto the GRANTEE and to its assigns forever, for those purposes contained in Chapter 271 of the Nevada Revised Statutes, a portion of that certain real property together with any and all abutter's rights, including access rights appurtenant to the adjacent remaining property of GRANTOR, said real property situate, lying, and being in Carson City, State of Nevada, and more particularly described as being a portion of Section 9, Township 15 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this Deed of Correction as of the day and year first above written, effective April 1, 2004.

FOOTHILL GARDENS COMPANY, a

California limited partnership

By: Broadway Management, Inc., a

California corporation, its

General Partner

By: George S. Lee

George S. Lee, President

STATE OF CALIFORNIA

County of Santa Clara

On this 27th day of April, 2010, before me, the undersigned, a Notary Public in and for the County of Santa Clara State of CALIFORNIA, personally appeared GEORGE LEE, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he executed the same on behalf of Broadway Management, Inc., a California corporation, General Partner of FOOTHILL GARDENS COMPANY, a California limited partnership, freely and voluntarily and for the uses and purposes therein mentioned.

SEAL

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

Debby Magliocco
Notary Public in and for said County and State



State of California)
County of Santa Clara)

On April 27, 2010 before me,
Debby Magliocco, Notary Public (here insert name and title of the officer),
personally appeared George S. Lee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature *Debby Magliocco* (Seal)

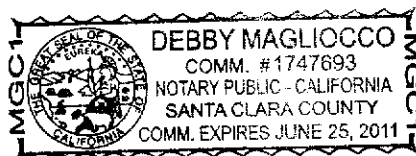


Exhibit "A"

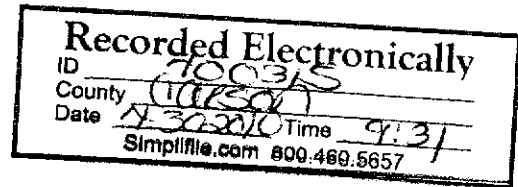
Legal Description of 1(a) Property—Deeded to CITY

Exhibit 1(a)

All that certain real property situate in Carson City, State of Nevada, described as follows:

Starting from the Point of Beginning located 224.54 feet left of station "O" 324+82.10 on NDOT's US-395 alignment; thence S 00°42'11" W a distance of 65.91 feet along the Westerly right-of-way line of Lompa Lane to the beginning of a non-tangent curve with a radial bearing of N 89°17'49" W; thence 64.09 feet along said curve having a radius of 300.00 feet and bearing to the left through a central angle of 12°14'25" to the Northerly property line of the Foothill Gardens Limited Partnership; thence N 72°02'48" E a distance of 7.20 feet along the Northerly property line to the Point of Beginning.

APN: old 002-101-49 new 002-101-84



STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a) 2-101-84
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE
ONLY

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ _____

Transfer Tax Value _____

Real Property Transfer Tax Due: \$ 0.00

4. If Exemption Claimed

- a. Transfer Tax Exemption, per NRS 375.090, Section 3 _____
b. Explain Reason for Exemption: Deed of Correction to correct the grantor name prior document no. 316489

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature [Signature] Capacity Seller

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Foothill Gardens Company, a California limited Partnership

Address: 12300 Julie Lane

Saratoga, CA 95070

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Carson City c/o City Manager, City of Carson

Address: 201N. Carson Street, Suite 2

Carson City, NV 89701

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Ticor Title of Nevada, Inc.

Address: 5441 Kietzke Lane, Suite 100

City, State, Zip: Reno, NV 89511

Escrow #: 9004473-TO

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

STATE OF NEVADA
DECLARATION OF VALUE FORM

Recorded Electronically	
ID	2000315
County	Carson
Date	4-30-00 Time 9:31
Simplifile.com 800.460.5657	

1. Assessor Parcel Number(s)

- a) 2-101-84
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- | | |
|--|--|
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FOR RECORDERS OPTIONAL USE
ONLY

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Signature _____ Capacity City Manager
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