

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: September 29, 2010

Agenda Date Requested: October 21, 2010
Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to approve and authorize the Mayor to sign a Non-Exclusive Bridge Easement and Right-Of-Way between Nevada Division of State Lands and Carson City, whereby the Division of State Lands will grant the City an easement across the Carson River to facilitate access and maintenance of the Deer Run Road Bridge, formerly known as Brunswick Bridge. (Sharp)

Staff Summary: On December 27, 2007, the State of Nevada Department of Transportation (NDOT) relinquished ownership of the Deer Run Road Bridge, formerly Brunswick Bridge, to Carson City. Since the Division of State Lands hold title to the bed and banks of the Carson River, an easement from State Lands is required to allow the City to access and maintain the bridge.

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

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve and authorize the Mayor to sign a Non-Exclusive Bridge Easement and Right-Of-Way between Nevada Division of State Lands and Carson City, whereby the Division of State Lands will grant the City an easement across the Carson River to facilitate access and maintenance of the Deer Run Road Bridge, formerly known as Brunswick Bridge.

Explanation for Recommended Board Action: The Easement is necessary to allow Carson City to access and maintain the Deer Run Road Bridge.

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

Fiscal Impact: None

Explanation of Impact: N/A


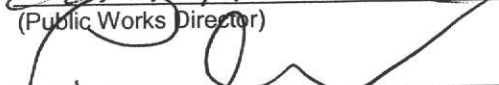
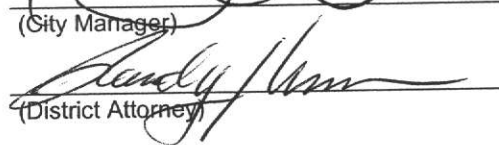
Funding Source: N/A

Alternatives: Do not approve the Agreement.

Supporting Material: Two copies of the Easement document including Exhibit A: Legal Description and Exhibit B: Location Map.

Prepared By: Jeff Sharp, City Engineer



Reviewed By: 
(Public Works Director)

(City Manager)

(District Attorney)

Date: 9/30/10

Date: 10/12/10

Date: 10/12/10

Board Action Taken:

Motion: _____

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

(Vote Recorded By)



DEER RUN ROAD BRIDGE/DMM/3483
CARSON CITY
CARSON RIVER

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE BRIDGE EASEMENT AND RIGHT-OF-WAY

CARSON CITY DEER RUN ROAD BRIDGE EASEMENT

This Non-Exclusive Bridge Easement and Right-Of-Way is made and entered into this 3rd day of June 2010 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, hereinafter referred to as GRANTOR, and CARSON CITY, a Consolidated Municipality of the State of Nevada, hereinafter referred to as GRANTEE.

WHEREAS, the GRANTOR entered into an Assignment of Permanent Easement dated the 12th of August 2004, with the State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION as the ASSIGNEE, for the purpose of a permanent easement and right-of-way for the Deer Run Road Bridge, formerly known as Brunswick Bridge, lying upon, over and across portion of that certain property situated within the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 15, Range 20 East, M.D.B.&M, Carson City, Nevada, as shown on Exhibit A, of recorded Document Number 324223, filed with the Carson City Recorder's Office on 8/27/2004; and

WHEREAS, on the 27th day of December 2007, the Department of Transportation and Carson City, a Consolidated Municipality of the State of Nevada, entered in Highway Agreement R386-04-002 in which Carson City agreed to accept certain portions of State Highways, including but not limited to the Deer Run Road Bridge to incorporate and maintain as a designated road of the Carson City roadway system; and

WHEREAS, the Assignment of Permanent Easement dated the 12th of August 2004 between the Nevada Division of State Lands and the Department of Transportation precludes the ASSIGNEE from transferring their interest in the permanent bridge easement and right-of-way to Carson City.

WHEREAS, on June 3, 2010, the Department of Transportation relinquished their interest in that certain permanent bridge easement and right-of-way known as Deer Run Road Bridge to the State of Nevada, Division of State Lands.

WHEREAS, on the 28th day of December 2009, GRANTEE made application to and wishes to obtain from the GRANTOR a Non-Exclusive Bridge Easement and Right-of-Way for Deer Run Road Bridge to access and maintain as a designated road of the Carson City roadway system; and

WHEREAS, Attorney General's Opinion #204 dated April 20, 1976, concluded that "The State of Nevada owns the bed and shores of Lake Tahoe and other navigable bodies of water within Nevada to the present ordinary and permanent high water mark." Through formal court proceedings the Carson River has been determined to be a navigable body of water within Nevada; and

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WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Bridge Easement and Right-Of-Way for the purposes stated above, hereinafter referred to as "the Project," upon, over, across and/or through the following described property, together with the right to enter upon the bed and banks of said land to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, across and/or through a portion of the Carson River as situated in portion of the SW ¼ of the NW ¼ of Section 12, Township 15 North, Range 20 East, M.D.M. as shown and further described by metes and bounds on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described on the survey map attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Bridge Easement and Right-Of-Way, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the State of Nevada, Department of Transportation Survey Map dated March 25, 2004 incorporated herein and by reference made a part hereof and shall not interfere with the navigability of the Carson River.

2. **JURISDICTION OF STATE:** GRANTEE understands and agrees that this Non-Exclusive Bridge Easement and Right-Of-Way for the Project extends only to the bed and banks of the Carson River, to the ordinary and permanent high water mark and only to the areas described in **EXHIBITS A and B**, and shall not be construed to authorize access across private lands; access to the river shall be by established public routes and/or authorized access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Bridge Easement and Right-Of-Way, a permit, license, easement or other authorization to do so is required.
3. **CONSIDERATION:** Pursuant to NRS 322.067 the State Land Registrar has waived the fee for issuance of this Non-Exclusive Bridge Easement and Right-Of-Way since it is a being granted to a local government (as defined by NRS 354.474) for a public road.
4. **PERMITS:** This Non-Exclusive Bridge Easement and Right-Of-Way is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.
5. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

6. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

7. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Bridge Easement and Right-Of-Way and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Bridge Easement and Right-Of-Way. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Deann McKay, State Land Agent
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003**

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Carson City, Nevada 89701

8. **PLANS AND PHOTOGRAPHS:** The Project and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations.
9. **INSPECTION:** GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.
10. **EXISTING EASEMENTS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.
11. **HISTORIC DISCOVERIES:** If prehistoric or historic remains or artifacts are discovered during any work performed within the easement area, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the

responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

12. **DAMAGE TO STATE LAND:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

13. **MAINTENANCE:** GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Non-Exclusive Bridge Easement and Right-Of-Way and understands and agrees that the Project must be maintained in good repair at all times.

14. **NDOT REQUIREMENTS:** GRANTEE, its successors and assigns, understands and agrees, the NEVADA DEPARTMENT OF TRANSPORTATION, pursuant to 23 CFR Part 650 Subpart C of the National Bridge Inspection Standards, will perform an inspection of the bridge easement and right-of-way for safety and evaluation purposes at the interval rate of no greater than once every twenty four (24) months.

15. **ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to conduct the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines. GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that at no time shall any chemical products, petrochemicals, excavated materials,

silt, floating debris or foreign debris of any kind be discharged, deposited or allowed to enter into any storm drain or any river channel. GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that any tractor, drill rig, backhoe, or other equipment utilized on upland banks adjacent to the Project will be washed and free of any oils, toxins, fuel, and any other foreign substance that could pollute the Carson River and harm its ecosystem. If any component of the Project fails, creates a hazard or causes upstream or downstream impacts, the GRANTEE agrees to repair or mitigate any damage.

16. **WARRANTIES:** GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

17. **NOTICES:** All notices under this Non-Exclusive Bridge Easement and Right-Of-Way shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Carson City, a Consolidated Municipality
of the State of Nevada
3505 Butti Way
Carson City, Nevada 89701

18. **FURTHER AUTHORIZATIONS:** Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS A & B.**

19. **TERMINATION:** Either party shall have the right to terminate this Non-Exclusive Bridge Easement and Right-Of-Way in whole or in part any time during the term hereof,

provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Bridge Easement and Right-Of-Way the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. Any and all right or interest in state land must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns and at no expense or cost to the GRANTOR.

20. **TERM AND DISCONTINUATION:** This Non-Exclusive Bridge Easement and Right-Of-Way shall continue so long as the same may be necessary and required for the purposes for which it was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Bridge Easement and Right-Of-Way shall thereupon terminate and all right and interest in state land therein shall revert to GRANTOR, its successors and assigns.

21. **COMPLIANCE TO CONDITIONS:** Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Bridge Easement and Right-Of-Way to become invalid and shall require the removal of the Project and appurtenances. All rights and interest in the Non-Exclusive Bridge Easement and Right-Of-Way shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Bridge Easement and Right-Of-Way to its contractors prior to entering and beginning any work on the property described herein.

22. **WAIVER:** The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Bridge Easement and Right-Of-Way or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

23. **SURVIVAL:** This Non-Exclusive Bridge Easement and Right-Of-Way, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

24. **ENTIRE AGREEMENT:** This Non-Exclusive Bridge Easement and Right-Of-Way and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Bridge Easement and Right-Of-Way may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Bridge Easement and Right-of-Way shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

25. **AMENDMENT OR MODIFICATION:** This Non-Exclusive Bridge Easement and Right-Of-Way may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

26. **SEVERABILITY:** If any term or provision of this Non-Exclusive Bridge Easement and Right-Of-Way, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the

remainder of this Non-Exclusive Bridge Easement and Right-Of-Way or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Bridge Easement and Right-Of-Way shall be valid and shall be enforced to the fullest extent permitted by law.

27. **GOVERNING LAW:** This Non-Exclusive Bridge Easement and Right-Of-Way shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

28. **VENUE:** Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Bridge Easement and Right-Of-Way must be brought either in the location of the Project or in Carson City, Nevada.

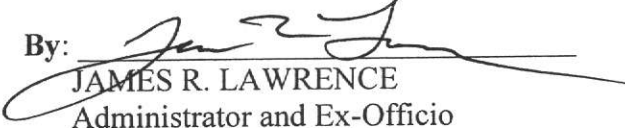
29. **RECORDING:** This Non-Exclusive Bridge Easement and Right-Of-Way may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized. This Non-Exclusive Bridge Easement and Right-Of-Way may not be assigned.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Bridge Easement and Right-Of-Way as of the day and year first above written.

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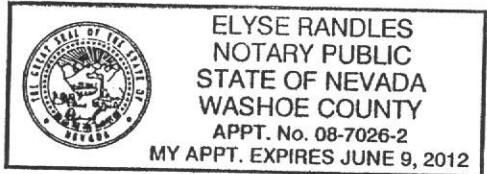
GRANTOR:
STATE OF NEVADA
Division of State Lands

By: 
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Land Registrar


STATE OF NEVADA)
 :SS.
CARSON CITY)

On June 3, 2010, personally appeared before me, a notary public, JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

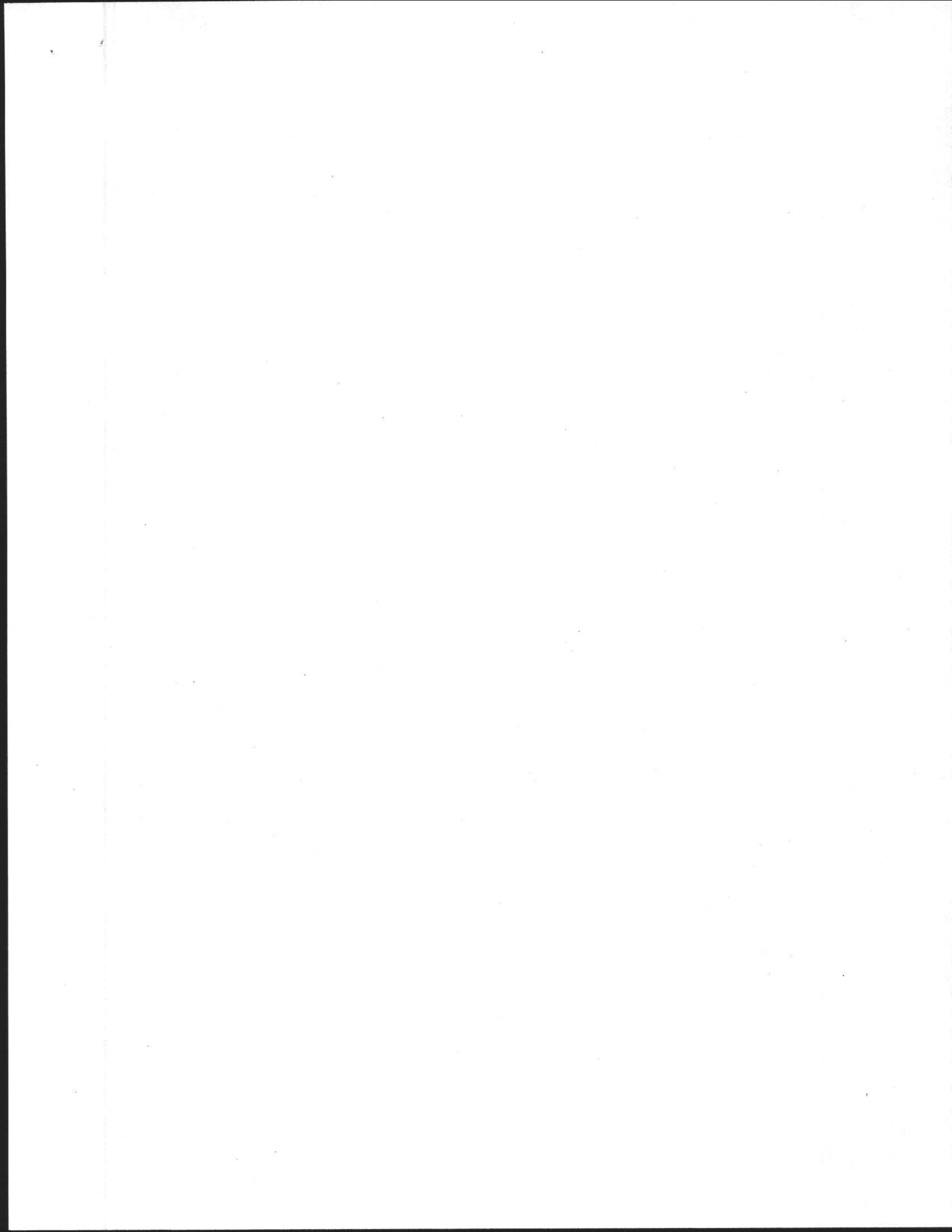

NOTARY PUBLIC



CATHERINE CORTEZ MASTO
APPROVED as to Form:
Attorney General

By: 
KERRY BENSON
Deputy Attorney General

DUPLICATE ORIGINAL



WRITTEN: WWB
CHECKED: SLO 3/24/04
CALCS: ESS 3/22/04
TITLE: SLO 3/24/04
MAP: TAW 3/24/04
10k: .002' KB 3/5/04

TECH V: JAY 3/24/04
SUPERVISOR: HDS

DOCUMENT: 004852PE
/projects/513CC72853
03/19/04 KAB

EXHIBIT "A" PAGE 1 OF 2

Ptn. of Assr. Book 08 Page 53

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

LEGAL DESCRIPTION PREPARED BY:
HEIDI A. MIRELES
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

Project: BRO-0513(002)
E.A. 72853
Parcel: S-513-CC-004.852PE

PERMANENT EASEMENT
FOR
BRIDGE MAINTENANCE

STATE OF NEVADA, acting by and through its Division of State Lands

...situate, lying and being in Carson City, State of Nevada and more particularly described as being a portion of the SW 1/4 of the NW 1/4 of Section 12, T. 15 N., R. 20 E., M.D.M., and further described by metes and bounds as follows, to wit:

BEGINNING at a point on the southerly ordinary and permanent high water mark of the Carson River and the left or westerly right-of-way line of North Deer Run Road, 34.50 feet left of and at right angles to Highway Engineer's Station "DR" 325+28.20 P.O.T.; said point of

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beginning further described as bearing N. 0°54'53" E. a distance of 3,375.46 feet from the southwest corner of said Section 12, said corner further described as being a 1 3/8" (.035m) diameter brass plug set in a concrete filled 2" iron pipe stamped "COR S11/12/14/13 LS 1350 T15N R20E" shown on that certain RECORD OF SURVEY, filed for record on October 22, 1980, in Book 4, Page 849, of the Official Records of Carson City, Nevada, File No. 99675; thence N. 0°11'54" E., along said left or westerly right-of-way line, a distance of 121.83 feet to the northerly ordinary and permanent high water mark of said Carson River; thence along said northerly high water mark the following three (3) courses and distances:

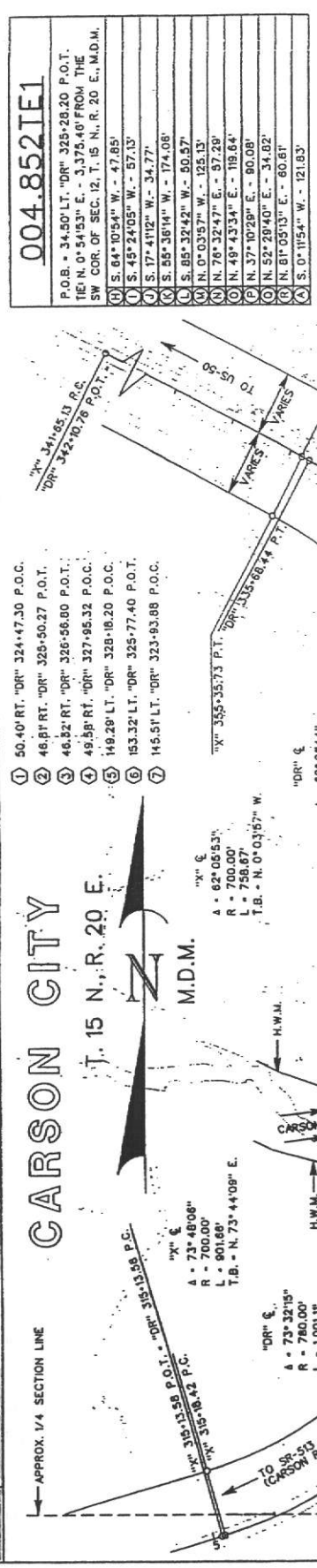
- 1) N. 81°05'13" E. – 20.13 feet;
- 2) S. 86°13'08" E. – 33.44 feet;
- 3) N. 78°34'25" E. – 16.08 feet to the right or easterly right-of-way line of said North Deer Run Road;

thence S. 0°11'54" W., along said right or easterly right-way-line, a distance of 105.94 feet to said southerly ordinary and permanent high water mark; thence S. 81°40'13" W., along said southerly high water mark, a distance of 40.23 feet; thence S. 64°10'54" W., along said southerly high water mark, a distance of 32.51 feet to the point of beginning; said parcel contains an area of 7,658 square feet (0.18 of an acre).

Parcel No.	Grantor	Geodesic Area	Net Area	Acq. Area	Acquisition Recording Data	Surplus Land Data	Remarks
PREY. ACQU.	NET AREA	ACQ. AREA	DATE	TYPE	AREA	DATE	REMARKS
004.852PE	STATE OF NEVADA	7,658	7,658				BRIDGE MAINTENANCE
004.852IE1	STATE OF NEVADA	40,788	40,788				RIPRAP CONST. AND CHANNEL MODIFICATION
004.852IE2	STATE OF NEVADA	27,954	27,954				RIPRAP CONST. AND SEDIMENTATION BASIN

Parcel No.	004.852IE1
Project No.	BRG-0513(002)
E.A. No.	72853
County	CARSON CITY

PROPERTY SCHEDULE
 ALL AREAS ARE SHOWN IN SQUARE FEET, UNLESS OTHERWISE INDICATED



004.852IE1

P.O.B. = 34.50' LT. "DR" 325+28.20 P.O.T.
 TIE N. 0° 54' 53" E. - 3,375.46' FROM THE
 SW COR. OF SEC. 12, T. 15 N., R. 20 E., M.D.M.

(A) S. 64° 10' 54" W. - 47.85'
 (B) S. 45° 24' 05" W. - 57.13'
 (C) S. 17° 41' 12" W. - 34.77'
 (D) S. 85° 36' 14" W. - 174.08'
 (E) S. 85° 32' 42" W. - 50.57'
 (F) N. 0° 03' 57" W. - 125.13'
 (G) N. 76° 32' 47" E. - 97.20'
 (H) N. 49° 43' 34" E. - 118.64'
 (I) N. 37° 10' 29" E. - 90.08'
 (J) N. 52° 29' 40" E. - 34.82'
 (K) N. 81° 05' 13" E. - 80.61'
 (L) S. 0° 11' 54" W. - 121.83'

004.852IE2

P.O.B. = 34.50' RT. "DR" 325+48.42 P.O.T.
 TIE N. 2° 04' 27" E. - 3,397.24' FROM THE
 SW COR. OF SEC. 12, T. 15 N., R. 20 E., M.D.M.

(A) N. 0° 11' 54" E. - 105.94'
 (B) N. 78° 34' 25" E. - 41.53'
 (C) N. 87° 48' 57" E. - 50.17'
 (D) S. 89° 13' 25" E. - 28.53'
 (E) S. 71° 24' 44" E. - 84.62'
 (F) S. 82° 13' 42" E. - 62.76'
 (G) S. 0° 03' 57" W. - 93.73'
 (H) N. 80° 39' 21" W. - 31.98'
 (I) S. 78° 34' 40" W. - 27.94'
 (J) N. 81° 46' 23" W. - 78.89'
 (K) N. 81° 41' 50" W. - 61.11'
 (L) S. 88° 12' 01" W. - 28.02'
 (M) S. 81° 40' 13" W. - 37.23'

004.852PE

P.O.B. = 34.50' LT. "DR" 325+28.20 P.O.T.
 TIE N. 0° 54' 53" E. - 3,375.46' FROM THE
 SW COR. OF SEC. 12, T. 15 N., R. 20 E., M.D.M.

(A) N. 0° 11' 54" E. - 121.83'
 (B) N. 81° 05' 13" E. - 20.13'
 (C) S. 86° 13' 08" E. - 33.44'
 (D) N. 78° 34' 25" E. - 16.08'
 (E) S. 0° 11' 54" W. - 105.94'
 (F) S. 81° 40' 13" W. - 40.23'
 (G) S. 64° 10' 54" W. - 32.51'

004.852IE2

P.O.B. = 34.50' RT. "DR" 325+48.42 P.O.T.
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 (F) S. 82° 13' 42" E. - 62.76'
 (G) S. 0° 03' 57" W. - 93.73'
 (H) N. 80° 39' 21" W. - 31.98'
 (I) S. 78° 34' 40" W. - 27.94'
 (J) N. 81° 46' 23" W. - 78.89'
 (K) N. 81° 41' 50" W. - 61.11'
 (L) S. 88° 12' 01" W. - 28.02'
 (M) S. 81° 40' 13" W. - 37.23'

EXHIBIT "B"
 Date of last revision: _____
 Scale: 1" = 150'
 Approved: *[Signature]*
 M. J. [Name]
 State of Nevada
 Dept. of Transportation
 R/W Division
 Date: MARCH 25, 2004
 Sketch Map
 Sheet 1 of 1

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