

**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 Road Easement and Right-Of-Way by and between the State of Nevada, acting through the Nevada Division of State Lands, on behalf of the Division of Building and Grounds, and Carson City, whereby an easement is granted to Carson City for a connector road, referred to as Tahoe Golf Club Drive. (Sharp)

**Staff Summary:** Several years ago, a developer was given permission by the State of Nevada Division of State Lands to construct Tahoe Golf Club Drive on State of Nevada property in order to accommodate access from Highway 50 West to a residential golf course community located in Douglas County, south of Old Clear Creek Road, on the condition that Carson City would permit the construction and accept the roadway easement, and that Douglas County would accept maintenance responsibility for the roadway. The majority of the connector roadway is located within the County of Carson City. In April of 2006, Carson City entered into an Interlocal Agreement with Douglas County, whereby Douglas County agreed to maintain the connector roadway, including snow removal, at no cost to Carson City, between the limits of Douglas County and U.S. Highway 50 right of way, upon completion of the roadway by the Developer. Acceptance of this easement and right of way by Carson City will result in Tahoe Golf Club Drive becoming a City roadway, maintained by Douglas County per the previously approved agreements.

**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 Road 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 for a connector road, referred to as Tahoe Golf Club Drive.

**Explanation for Recommended Board Action:** See staff summary above.

**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 and Right-Of-Way 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)



B&G-97, REM, #3571  
Carson City  
A.P.N.: 007-031-24 & 007-051-22

Recording Requested by and Return To:  
CARSON CITY NEVADA  
DEVELOPMENT SERVICES  
3505 BUTTI WAY  
CARSON CITY, NV 89701-3498 AND

DIVISION OF STATE LANDS  
901 S. STEWART STREET, SUITE 5003  
CARSON CITY, NV 89701-5246

**NON-EXCLUSIVE ROAD EASEMENT AND RIGHT-OF-WAY**

**CARSON CITY, TAHOE GOLF CLUB DRIVE CONNECTOR ROAD**

This Non-Exclusive Road Easement and Right-Of-Way is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, on behalf of the DIVISION OF BUILDINGS AND GROUNDS, hereinafter referred to as GRANTOR, and CARSON CITY, a Consolidated Municipality of the State of Nevada, hereinafter referred to as GRANTEE:

**WHEREAS**, GRANTOR owns Carson City Assessor's Parcels 007-031-24 and 007-051-22; and

**WHEREAS**, GRANTEE, has made application to and wishes to obtain from the GRANTOR an easement for a connector road, hereinafter referred to as Tahoe Golf Club Drive, to operate and maintain a public access road from the southerly right-of-way of State Route 50 across the aforementioned parcels; and

**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;

**WHEREAS**, SYNCON HOMES entered into a Right-Of-Entry Authorization and Construction Agreement with GRANTOR on February 13, 2006 for purposes of constructing the connector road and utilities through State of Nevada property and said authorization provides that the Nevada Division of State Lands will grant an easement to Carson City upon their acceptance of the connector road and maintenance agreement as described.

**WHEREAS**, Tahoe Golf Club Drive has been constructed to standard and the maintenance agreement is hereby accepted by Carson City as a public access road as described in Exhibits A and B attached hereto and by reference made a part hereof;

**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 Road Easement and Right-Of-Way for the purposes stated above, hereinafter referred to as "the Project," over, across and/or through the following described property, together with the right to enter upon the property 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 that certain property situate in Sections 33 and 34, Township 15 North, Range 19 East, as described in the legal description attached hereto as **EXHIBIT A** and by reference made a part hereof. The location of the Project is shown on **EXHIBIT B** attached hereto and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Road 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 Highway 50 Interchange Project Improvement Plans prepared by TEC Engineering, dated March 20, 2006 incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Non-Exclusive Road Easement and Right-Of-Way for the Project extends only to the areas described in **EXHIBITS A and B** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Road Easement and Right-Of-Way, a permit, license, easement or other authorization to do so is required.

3. **CONSIDERATION:** In consideration of this Project, SYNCON HOMES has made a one-time fee payment to GRANTOR for the permanent Non-Exclusive Road Easement and Right-Of-Way on the state property described herein. Said fee of FIVE HUNDRED THOUSAND AND NO/100'S DOLLARS (\$500,000.00) was paid in advance on May 3, 2006 to the Division of State Lands upon award of the construction contract for the duration of all easements and said Non-Exclusive Road Easement and Right-Of Way.

4. **PERMITS:** This Non-Exclusive Road 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 Road 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 Road 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:**

**Supervisory Land Agent  
Nevada Division of State Lands  
901 S. Stewart St, #5003  
Carson City, NV 89701**

8. **PLANS:** 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 **FIVE (5)** 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 Non-Exclusive Road Easement and Right-Of-Way, work will be temporarily halted and the State Historic Preservation Office (775-684-3448) as well as the Division of State Lands (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 or 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 Road Easement and Right-Of-Way and understands and agrees that the Project must be maintained in good repair at all times.

**14. ENVIRONMENTAL CONDITIONS:** GRANTEE, its successors and/or its agent(s) or contractor(s) understands and agrees to maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.



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

16. **NOTICES:** All notices under this Non-Exclusive Road 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, NV 89701

**with a copy to:**

Buildings and Grounds Div.  
406 E. Second St., Suite 1  
Carson City, NV 89701

**GRANTEE'S ADDRESS:**

Carson City  
3505 Butti Way  
Carson City, NV 89701

17. **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.**

18. **TERMINATION:** The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Road Easement and Right-Of-Way the Project will be removed by GRANTEE, if so requested by GRANTOR. Upon termination, the land will be returned to as near to its original condition as possible. Any and all right, title or interest must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. 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 at no expense or cost to the GRANTOR.

19. **TERM AND DISCONTINUATION:** This Non-Exclusive Road Easement and Right-Of-Way shall continue so long as the same may be necessary and required for the purposes

for which is 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 the Project shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

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

**21. WAIVER:** The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Road 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.

**22. SURVIVAL:** This Non-Exclusive Road 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.

**23. ENTIRE AGREEMENT:** This Non-Exclusive Road 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 Project 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 Road Easement and Right-Of-Way shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

**24. AMENDMENT OR MODIFICATION:** This Non-Exclusive Road 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.

**25. SEVERABILITY:** If any term or provision of this Non-Exclusive Road 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 Road 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 Road Easement and Right-Of-Way Easement shall be valid and shall be enforced to the fullest extent permitted by law.

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

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

**28. RECORDING:** This Non-Exclusive Road 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 be 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 Road Easement and Right-Of-Way Road may not be assigned.

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

**GRANTOR:**

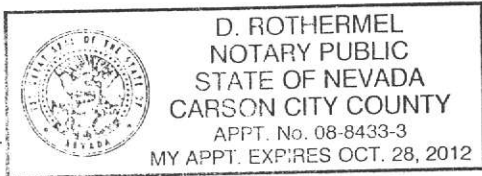
**STATE OF NEVADA**  
**Division of State Lands**

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

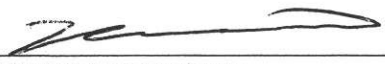
STATE OF NEVADA    )  
                                  :SS.  
CARSON CITY        )

On May 5, 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



**APPROVED as to Form:**  
  
**CATHERINE CORTEZ MASTO**  
Attorney General

By   
KERRY BENSON  
Deputy Attorney General

Date: 4-23-10

**APPROVED:**  
  
**STATE OF NEVADA**  
Division of Buildings and Grounds

By   
CINDY EDWARDS  
Administrator

Date: 5/26/10



# EXHIBIT "A"

## LEGAL DESCRIPTION

for

TAHOE GOLF CLUB DRIVE  
PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT  
TO CARSON CITY NEVADA

All that certain real property situate in the SE1/4 of Section 33 and the SW1/4 of Section 34, Township 15 North, Range 19 East, M.D.M., Carson City, Nevada, and being more particularly described as follows:

**Commencing** at the Southeast corner of Section 33, Township 15 North, Range 19 East M.D.M.;

**THENCE** N.20°54'44"W., 1334.22 feet, to the **TRUE POINT OF BEGINNING**.

**THENCE** N.86°45'49"E., a distance of 90.57 feet to the beginning of a non-tangent curve concave to the Northeast, said curve having a radial bearing of S.81°58'57"E.;

**THENCE** 110.10 feet along the arc of said curve, having a radius of 297.74 feet, through a central angle of 21°11'15" to the beginning of a non-tangent curve concave to the Northeast, said curve having a radial bearing of N.10°41'51"E.;

**THENCE** 37.59 feet along the arc of said curve, having a radius of 180.00 feet, through a central angle of 11°57'55" to the beginning of a non-tangent curve concave to the Northeast, said curve having a radial bearing of N.73°45'19"E.;

**THENCE** 488.69 feet along the arc of said curve, having a radius of 245.00 feet, through a central angle of 114°17'05" to a point of tangency;

**THENCE** N.49°28'14"E., a distance of 209.18 feet;

**THENCE** N.00°28'53"W., a distance of 155.10 feet, to a point on the South 1/16<sup>th</sup> line of said Section 34;

**THENCE** N.89°56'25"E., a distance of 796.99 feet, along the South 1/16<sup>th</sup> line of said Section 34, to the beginning of a non-tangent curve concave to the Southwest, said curve having a radial bearing of S.17°06'44"W.;

**THENCE** leaving the South 1/16<sup>th</sup> line of said Section 34, 317.58 feet along the arc of said curve, having a radius of 385.00 feet, through a central angle of 47°15'44" to a point of non-tangency;

**THENCE** N.65°51'47"E., a distance of 55.02 feet, to the beginning of a non-tangent curve concave to the Southwest, said curve having a radial bearing of S.64°33'39"W.;

**THENCE** 371.43 feet along the arc of said curve, having a radius of 440.00 feet, through

a central angle of  $48^{\circ}22'02''$  to a point of tangency;

**THENCE**  $S.22^{\circ}55'41''W.$ , a distance of 94.45 feet, to the beginning of a tangent curve concave to the Northeast;

**THENCE** 292.45 feet along the arc of said curve, having a radius of 310.00 feet, through a central angle of  $54^{\circ}03'10''$  to a point of non-tangency;

**THENCE**  $S.60^{\circ}43'26''W.$ , a distance of 50.02 feet;

**THENCE**  $S.30^{\circ}55'15''E.$ , a distance of 122.54 feet, to the beginning of a tangent curve concave to the Southwest;

**THENCE** 90.43 feet along the arc of said curve, having a radius of 520.00 feet, through a central angle of  $9^{\circ}57'49''$  to a point of non-tangency;

**THENCE**  $S.00^{\circ}53'33''W.$ , a distance of 189.34 feet;

**THENCE**  $S.89^{\circ}45'23''W.$ , a distance of 92.67 feet, to the beginning of a non-tangent curve concave to the Southwest, said curve having a radial bearing of  $N.89^{\circ}27'09''W.$ ;

**THENCE** 190.76 feet along the arc of said curve, having a radius of 390.00 feet, through a central angle of  $28^{\circ}01'30''$  to a point of non-tangency;

**THENCE**  $S.61^{\circ}03'11''W.$ , a distance of 19.31 feet;

**THENCE**  $N.30^{\circ}55'15''W.$ , a distance of 144.97 feet, to the beginning of a tangent curve concave to the Northeast;

**THENCE** 120.55 feet along the arc of said curve, having a radius of 510.00 feet, through a central angle of  $13^{\circ}32'44''$  to a point of non-tangency;

**THENCE**  $S.73^{\circ}44'44''W.$ , a distance of 20.00 feet, to the beginning of a non-tangent curve concave to the Northeast, said curve having a radial bearing of  $N.72^{\circ}39'52''E.$ ;

**THENCE** 200.68 feet along the arc of said curve, having a radius of 530.00 feet, through a central angle of  $21^{\circ}41'42''$  to a point of non-tangency;

**THENCE**  $S.86^{\circ}43'18''E.$ , a distance of 20.00 feet, to the beginning of a non-tangent curve concave to the Southeast, said curve having a radial bearing of  $S.85^{\circ}35'54''E.$ ;

**THENCE** 164.91 feet along the arc of said curve, having a radius of 510.00 feet, through a central angle of  $18^{\circ}31'35''$  to a point of tangency;

**THENCE**  $N.22^{\circ}55'41''E.$ , a distance of 108.05 feet;



**THENCE** S.67°55'50"E., a distance of 9.62 feet, to the beginning of a non-tangent curve concave to the Southwest, said curve having a radial bearing of N.70°13'23"W.;

**THENCE** 509.76 feet along the arc of said curve, having a radius of 250.00 feet, through a central angle of 116°49'46" to a point of non-tangency;

**THENCE** S.02°45'37"E., a distance of 24.30 feet;

**THENCE** S.87°14'23"W., a distance of 305.37 feet;

**THENCE** N.02°45'37"W., a distance of 4.86 feet, to the beginning of a non-tangent curve concave to the Southeast, said curve having a radial bearing of S.04°21'07"E.;

**THENCE** 227.31 feet along the arc of said curve, having a radius of 360.00 feet, through a central angle of 36°10'39" to a point of tangency;

**THENCE** S.49°28'14"W., a distance of 140.33 feet;

**THENCE** S.40°31'46"E., a distance of 50.00 feet;

**THENCE** S.49°28'14"W., a distance of 121.84 feet, to the beginning of a tangent curve concave to the Northwest;

**THENCE** 589.95 feet along the arc of said curve, having a radius of 450.00 feet, through a central angle of 75°06'52" to a point of non-tangency;

**THENCE** N.33°18'42"E., a distance of 40.01 feet, to the beginning of a non-tangent curve concave to the Northeast, said curve having a radial bearing of N.34°42'33"E.;

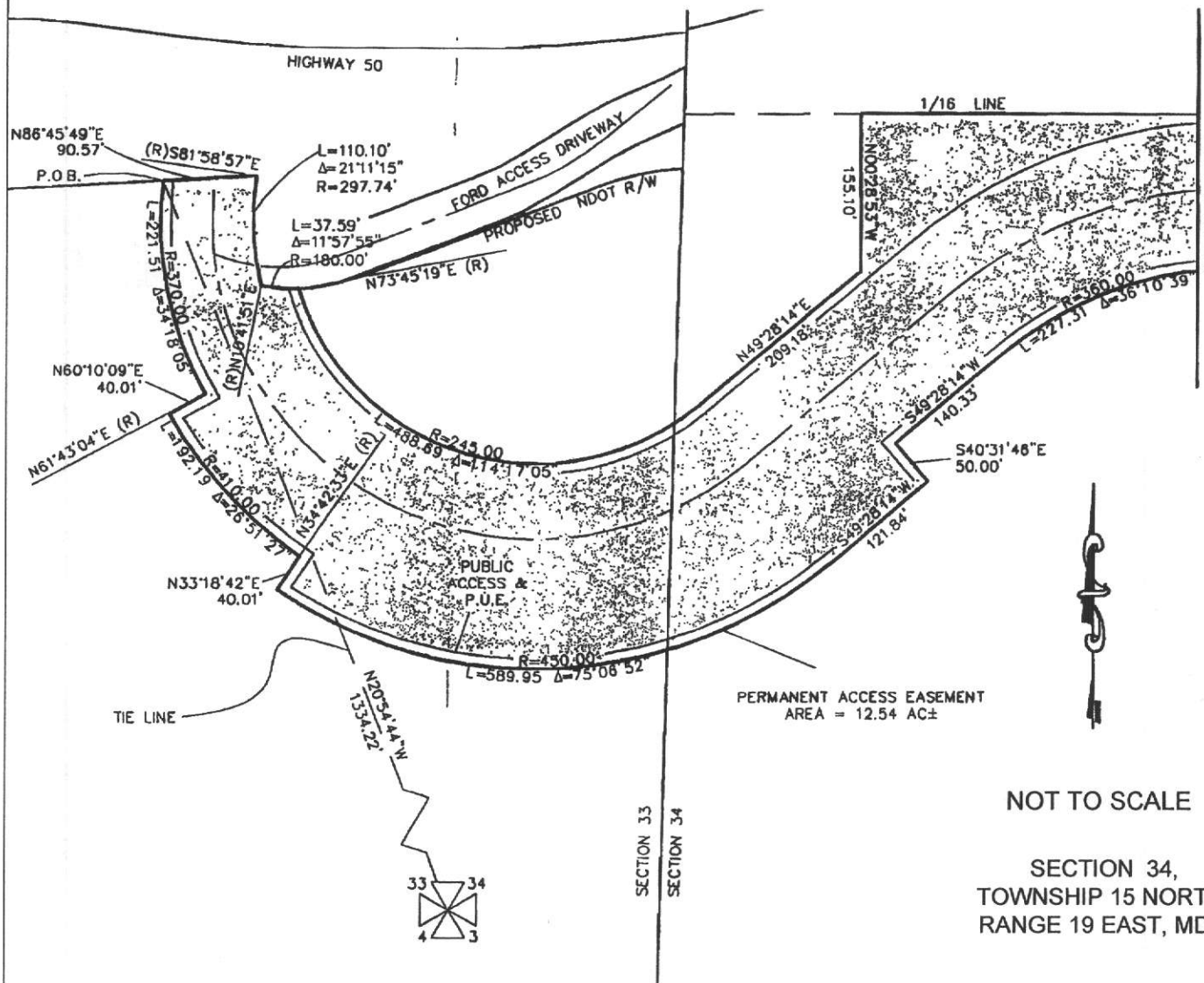
**THENCE** 192.19 feet along the arc of said curve, having a radius of 410.00 feet, through a central angle of 26°51'27" to a point of non-tangency;

**THENCE** N.60°10'09"E., a distance of 40.01 feet, to the beginning of a non-tangent curve concave to the Northeast, said curve having a radial bearing of N.61°43'04"E.;

**THENCE** 221.51 feet along the arc of said curve, having a radius of 370.00 feet, through a central angle of 34°18'05" to a point of non-tangency, said point being the **TRUE POINT OF BEGINNING**.

Containing 12.54 ac. more or less

**BASIS OF BEARINGS** is the North Line of Section 3 T14N R19E MDM taken from the NW corner of Section 3 to the West 1/16<sup>th</sup> corner as N89°45'23"E.



SEE SHEET 2



NOT TO SCALE

SECTION 34,  
TOWNSHIP 15 NORTH,  
RANGE 19 EAST, MDM.

SECTION 33  
SECTION 34

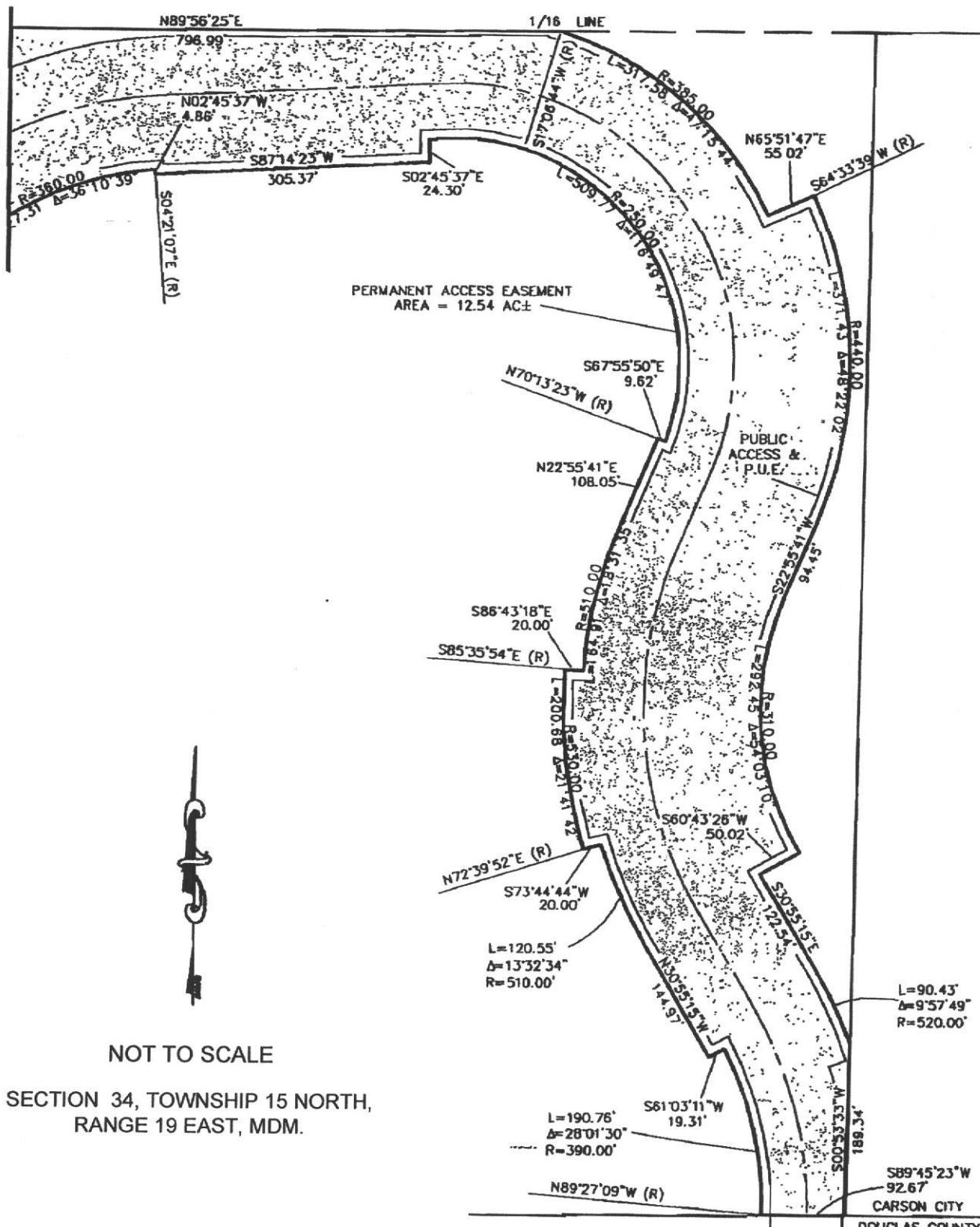


PER DOC #676028 FILED IN DOUGLAS COUNTY ON MAY 26, 2006.

EXHIBIT B  
TAHOE GOLF CLUB DRIVE  
PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT  
TO CARSON CITY NEVADA

SHEET 1 OF 2

SEE SHEET 1



PER DOC #676028 FILED IN DOUGLAS COUNTY ON MAY 26, 2006.

EXHIBIT B  
 TAHOE GOLF CLUB DRIVE  
 PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT  
 TO CARSON CITY NEVADA  
 SHEET 2 OF 2