

**City of Carson City  
Agenda Report**

**Date Submitted:** June 8, 2012

**Agenda Date Requested:** June 21, 2012

**Time Requested:** 20 Minutes

**To:** Mayor and Supervisors

**From:** Parks and Recreation Department - Open Space Division

**Subject Title:** For possible action to approve the recommendation of the Open Space Advisory Committee to purchase APN 7-101-55 containing 20.25 acres, located at Ash Canyon and owned by the Joost Land and Cattle Company, Inc., and to authorize the Mayor and staff to execute documents to complete the transaction. (Juan F. Guzman)

**Staff Summary:** This acquisition is one of multiple transaction between Carson City and the Joost Land and Cattle Company, Inc. The 20.25 acres are located immediately west of the Wellington Crescent Planned Unit Development. The Joost family has agreed to sell for \$390,000 which is below the \$405,000 appraised value. The property is in a priority area for acquisitions based on the Open Space Master Plan.

**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 the recommendation of the Open Space Advisory Committee to purchase APN 7-101-55 containing 20.25 acres, located at Ash Canyon and owned by the Joost Land and Cattle Company, Inc., and to authorize the Mayor and staff to execute documents to complete the transaction.

**Explanation for Recommended Board Action:** Please see the attached documentation. In keeping with the Board's direction, this acquisition has been the subject of extensive review by the Open Space Advisory Committee and staff.

**Applicable Statue, Code, Policy, Rule or Regulation:**

Carson City Municipal Code 13.06 - Open Space  
N.R.S. 244.275 Purchase or lease of property  
N.R.S. 342 Acquisition of real property

**Fiscal Impact:**

Approximately \$393,000  
Loss of \$1.47 - present ad valorem tax

**Explanation of Impact:** The purchase price of \$390,000 plus approximately \$3,000 for escrow costs. The ad valorem tax will be reduced by \$1.47 upon the property becoming public as opposed to private ownership.

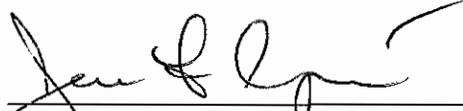
**Funding Source:** Open Space acquisition account with a balance of \$490,000

**Alternatives:**

- 1) Not to purchase the property.
- 2) Instruct staff to amend the terms of the purchase.

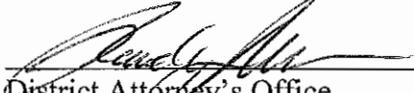
**Supporting Material:**

- Aerial photo of property and vicinity
- Draft purchase agreement
- Preliminary Title Report (Exhibit A)
- Staff report to Open Space Advisory Committee and property assessment form
- Appraisal update
- Title Page of Public Works improvement plans

Prepared By:  Date: 6/8/12  
 Juan F. Guzman, Open Space Manager

Reviewed By:  Date: 6/14/12  
 Roger Moellendorf, Parks & Recreation Director

 Date: 6/2/12  
 Lawrence A. Werner, City Manager

 Date: 6/2/12  
 District Attorney's Office

 Date: 6/12/12  
 Finance Department

**Board Action Taken:**

Motion: \_\_\_\_\_ 1: \_\_\_\_\_ Aye/Nay

2: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 (Vote Recorded By)



N  
1 Inch = 600 Feet  
Photos Flown:  
2010

**Joost Property**  
**APN: 7-101-55**

**Legend**

- Parcel Boundary
- 50ft Index Contour
- 10ft Intermediate Contour

Cars on City  
GIS Division  
3505 Butti Way  
Cars on City, NV 89701  
(775) 867-2355



THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE CITY OF RENO IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CITY OF RENO IS NOT A PROFESSIONAL ENGINEER OR ARCHITECT. THE CITY OF RENO IS NOT A REALTOR. THE CITY OF RENO IS NOT A REALTOR. THE CITY OF RENO IS NOT A REALTOR.

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Joost Land and Cattle Company, Inc., a Nevada corporation ("SELLER"), and Carson City, a consolidated municipality of the State of Nevada by and through its Board of Supervisors, of 201 North Carson Street, Suite 2, Carson City, Nevada 89701 ("BUYER"). SELLER and BUYER are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

### R E C I T A L S

A. SELLER is the fee simple owner of all that land and real property lying and situated in Carson City, Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (herein sometimes referred to as "Property") and SELLER desires to sell and BUYER desires to acquire the Property. It is understood that this purchase agreement includes a 20.25-acre one (1) specific parcel of real property specifically designated as Assessor Parcel Number (APN) 7-101-55 and more specifically set forth in the Preliminary Title Report attached hereto as "Exhibit A" and incorporated herein by this reference. SELLER reserves any Ash Canyon Creek water rights which may be attached to this parcel.

B. BUYER desires to acquire the Property to preserve open space and for other purposes as set forth in Carson City Municipal Code Chapter 13.06.

C. The property is uniquely located at the Carson Range foothills and contains a primitive gravel road that accesses Lake Tahoe State Park, water storage tanks, and facilities and other properties on Ash Canyon Trail, with riparian areas, viewsapes, timber forest, and other qualities which make it very desirable to preserve as open space.

D. The Property possesses estimated development potential of two to three residential units per acre, based on the master plan. The zoning is for one dwelling unit per acre, which, if permitted, would frustrate BUYER's desire to preserve the open space qualities of the Property.

E. The property contains primitive trails used by hikers, cyclists, and equestrian residents and visitors. These trails connect into other public lands and developed recreation facility such as the V&T Multi-purpose trail developed and maintained by Carson City.

F. The Parties desire and intend by this Agreement to memorialize their agreements by this writing.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereby agree as follows:

1. REPRESENTATIONS AND WARRANTIES: NO PERSON IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, GUARANTY OR PROMISE EXCEPT AS SET FORTH HEREIN; AND NO AGREEMENT, STATEMENT, REPRESENTATION OR PROMISE MADE BY ANY SUCH PERSON WHICH IS NOT CONTAINED HEREIN SHALL BE VALID OR BINDING ON SELLER. THE ONLY REPRESENTATIONS OR WARRANTIES OUTSTANDING WITH RESPECT TO THE SUBJECT MATTER OF THIS TRANSACTION, EITHER EXPRESS OR IMPLIED BY LAW, ARE SET FORTH HEREIN, AND BUYER EXPRESSLY WAIVES THE RIGHT TO ANY WARRANTY IMPLIED BY LAW. THE PARTIES ACKNOWLEDGE THAT BUYER AND SELLER HAVE MADE THE SUBJECT PROPERTY AVAILABLE FOR THE OTHER'S INDEPENDENT INSPECTION.

2. PURCHASE AND SALE OF PROPERTY: SELLER agrees to convey the Property, together with all rights, title, and interest in accordance with the terms of this Agreement the following which shall comprise the sale contemplated in this Agreement:

a. All of the real property lying and situate in Carson City, Nevada, consisting of 20.25 acres, more or less, and described in "Exhibit A,"

b. Any and all licenses, encroachment permits, ways, easements of whatever type or kind, together with all mineral rights, oil rights, gas rights, geothermal rights, sands and gravels which are appurtenant to or associated in anyway with the Property which are owned by SELLER.

The foregoing listed elements of the Property in this Paragraph 2 are hereinafter collectively referred to as the "Property".

3. PURCHASE PRICE: The purchase price for the above described Property shall be Three Hundred and Ninety Thousand and no/100 (\$390,000) which shall be paid by BUYER to SELLER in accordance with the terms of this Agreement.

4. ESCROW, CONVEYANCE, AND TITLE INSURANCE: Escrow shall be with NORTHERN NEVADA TITLE COMPANY ("Escrow Holder"), which is located at 307 W. Winnie Lane, Suite 5, Carson City, Nevada, 89701.

a. Escrow shall open as of the date upon which Escrow Holder has received a fully signed original, or counterpart originals, of this Agreement, accompanied by the sums and documents required herein. The date all such items have been delivered to Escrow Holder shall be referred to herein as the "Opening of Escrow" and reported by letter to the Parties by Escrow Holder, and the date escrow actually closes and the deed is recorded shall be referred to as "Close of Escrow." Escrow Holder is hereby authorized and instructed to act in accordance with the provisions of this Agreement, which Agreement, together with Escrow Holder's standard escrow instructions, shall constitute Escrow Holder's escrow instructions. As between the Parties, if there is a conflict between Escrow Holder's standard instructions and this Agreement, this Agreement will control.

b. Ad valorem property taxes for the current fiscal year shall be prorated as of the Close of Escrow.

c. All assessments, and/or special taxes, including the full principal amount of all bonded indebtedness encumbering the Property, if any, shall be prorated to the close of escrow. To the extent such amounts can be identified or reasonably estimated by Escrow Holder they shall be accordingly paid (or reserved for payment) at Close of Escrow.

d. SELLER, at SELLER'S expense, shall furnish BUYER with a C.L.T.A. owner's policy of title insurance in the full amount of the purchase price issued by NORTHERN NEVADA TITLE COMPANY of Carson City, subject only to those exceptions disclosed herein or otherwise not objected to by BUYER or the preliminary title report.

e. BUYER shall pay the escrow fee and any and all other fees, including recording fees, document preparation fees, real property transfer taxes and similar costs not specifically allocated in this Agreement.

f. In accordance with Nevada Revised Statutes (NRS) 361.060 and NRS 361A.265, SELLER shall have no liability for deferred taxes, interest, or penalties, arising out of any conversion of the Property from agricultural uses to open space or any higher use.

g. Title to the Property shall be conveyed by Grant, Bargain and Sale Deed AND MUST CONTAIN THE FOLLOWING LANGUAGE: "This land was purchased with Quality of Life Sales and Use Tax Funds and is subject to the provisions of the Carson City Municipal Code Section 13.06."

5. PAYMENT OF PURCHASE PRICE: The Purchase Price for the Property described in Paragraph 3 above and detailed on the Exhibits hereto shall upon satisfaction of the conditions set forth in Paragraph 6 be paid by BUYER to Escrow Holder for SELLER as follows: The sum of Three Hundred and Ninety Thousand and no/100 (\$390,000) shall be paid into Escrow on or before the date set for the Close of Escrow, which is to close not later than December 15, 2012, federal funds, or other readily available funds.

6. BUYER'S CONDITIONS ON CLOSE OF ESCROW: Close of Escrow shall be subject to the following conditions: SELLER and BUYER shall diligently attempt to achieve the satisfaction of these conditions without undue delay. If any of these conditions cannot be met, then, unless waived by BUYER, Escrow Holder, upon receipt of notification from BUYER or from SELLER that it cannot or will not be able to satisfy a condition, shall immediately cancel the escrow and return the respective documents to SELLER and BUYER, and each party shall be responsible for one-half (½) of the escrow costs incurred, and thereafter neither Party shall have any further obligation, rights, or liability under this Agreement.

a. Except as otherwise approved by BUYER, title to the Property shall be conveyed to BUYER free of liens and encumbrances. SELLER shall, at its expense, furnish BUYER with a preliminary title report and, upon request, copies of all recorded exceptions to title referred to therein within ten (10) days after Opening of Escrow. Within seven (7) days of receipt of: (i) the preliminary title report and all documents referred to in it; or (ii) any supplemental or amendatory report and the documents referred to as exceptions thereto, BUYER shall give SELLER notice specifying those matters which are unacceptable conditions of title. Said preliminary title report as supplemented and/or amended is hereinafter referred to as the "Title Report." All exceptions in the Title Report not

specifically disapproved by BUYER within seven (7) days after receipt of the initial submittal and/or, as applicable, supplementary or amendatory materials by BUYER, shall be deemed to have been approved. SELLER shall remove such objectionable items within fifteen (15) days thereafter, but in any event prior to the Close of Escrow and if SELLER fails to remove such objectionable items within said period, and/or if the Title Policy will not be issued in the exact form approved by BUYER, SELLER shall notify BUYER in writing of such fact, and BUYER shall have the election to be exercised in writing within five (5) days after delivery to BUYER of such notice of SELLER of either:

1) terminating this Agreement, in which event Escrow Holder shall return the documents deposited herein to the Party depositing same; or

2) accepting the Property subject to the objectionable items.

b. To the extent that the same exists, SELLER shall furnish BUYER with any and all land surveys, engineering information, environmental assessments, planning or zoning information of the Property in SELLER's possession, within seven (7) days after Opening of Escrow. Should BUYER fail to close escrow for whatever reason, BUYER shall promptly return all such land surveys, engineering information, environmental assessments, planning or zoning information or other evaluations of the Property to SELLER and treat as confidential all information contained therein.

c. SELLER shall perform and approve, at its sole cost and expense, a legal marketable parcel as illustrated in Exhibit A.

d. This Agreement shall be approved by the Carson City Board of Supervisors.

In the event that any of the conditions to close are not met within the time frames set forth herein the SELLER or the BUYER may cancel and terminate this Agreement. In such event, this Agreement shall become null and void and the parties shall be returned to their original pre-Agreement condition. The parties will be released from any further obligation to each other and neither will be liable to the other for costs of partial performance or failure to perform. BUYER will be entitled to the return of all monies paid by it to the Escrow less one-half of the reasonable charges incurred by the Escrow Agent.

7. SELLER'S REPRESENTATIONS, COVENANTS, WARRANTIES AND OBLIGATIONS:

a. SELLER represents to BUYER that to the best knowledge of SELLER, the title

to be conveyed to BUYER will not be encumbered by any easements, persons in possession, government patents or other rights, other than those items disclosed on the Title Report or which would be disclosed by a physical inspection of the Property. To the best knowledge of SELLER, there is no hazardous, toxic or radioactive material on the Property. SELLER agrees BUYER and/or its agents may make all disclosures and file all reports which, may be required by law with respect to discovery of any hazardous, toxic or radioactive materials on the Property as a result of such investigations and hereby releases and holds BUYER harmless with respect to liability arising out of such disclosure.

b. SELLER warrants there are no threatened or pending condemnation proceedings against or affecting any part of the Property.

c. SELLER shall not commit knowingly or suffer to be committed any waste in or upon the Property. Waste shall include, but not be limited to, any injury to the Property which renders it in a condition materially different from its condition at the date of this Agreement.

d. To the best knowledge of SELLER, SELLER has complied, and the Property is in compliance, with all laws relating to the storage, use and disposal of hazardous, toxic or radioactive materials (collectively, "Toxic Materials").

e. To the best knowledge of SELLER, the execution and consummation of this Agreement pursuant to its terms will not result in a material breach of, contravene any provisions of, violate, or constitute a default under any articles of incorporation, charter, bylaw, mortgage, contract agreement to which SELLER is subject.

f. From the date of this Agreement to the Close of Escrow, the SELLER will continue to provide BUYER full access to all of the Property and information relating to the historical use and operation of the Property.

g. Pursuant to NRS 342.075(1), SELLER hereby agrees that the purchase price and terms of sale offered by BUYER for the purchase of the Property are agreed to knowingly and willingly, and SELLER waives any services or benefits available pursuant to NRS 342.015 through NRS 342.065, inclusive.

8. POSSESSION: Possession of the Property shall be given to the BUYER at Close of Escrow, but during the term of this Agreement BUYER and its agents may enter upon the Property for the purpose of performing environmental or engineering, surveying or soil testing. BUYER agrees to

pay, defend, indemnify and hold SELLER harmless from all liability, claims, costs and expense, except such as might accrue from the mere discovery of hazardous or toxic material, resulting from BUYER's activities on the Property during the escrow period. Should the BUYER fail to acquire the Property, then it is agreed that SELLER shall receive copies of all studies, test results and engineering generated by BUYER.

9. GOOD FAITH AND FAIR DEALING: During the term of this transaction the parties hereto agree and covenant, one unto the other, to act in good faith and to fairly and openly deal with each other to accomplish the goals and objectives of the respective parties in closing the escrow envisioned herein.

10. BINDING EFFECT: This Agreement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of BUYER and SELLER.

11. NOTICES: No notice, request, demand, instruction or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) delivered by air courier next-day delivery (e.g., Federal Express), or delivered by U.S. mail, sent by registered or certified mail, return receipt requested as follows:

If to SELLER, to: Joost Land and Cattle Company, Inc., a Nevada corporation  
P.O. Box 25  
Carson City, NV 89702

If to BUYER, to: Carson City, a Consolidated Municipality  
Juan F. Guzman, Open Space Manager  
3303 Butti Way, Building #9  
Carson City, Nevada 89701

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Paragraph, may be changed by giving written notice of such change

in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

12. TIME: Time is of the essence for each provision of this Agreement of which time is a factor, and if this transaction is not completed prior to or on December 15, 2012, it shall terminate and SELLER shall be relieved of any further obligation to convey the Property to BUYER. BUYER has requested that this transaction be completed prior to December 15, 2012. In no event will escrow close after December 15, 2012, unless SELLER agrees.

13. ATTORNEYS' FEES: In the event of any action or proceeding, including an arbitration brought by either Party against the other under this Agreement, the prevailing Party shall be entitled to recover all costs and expenses including the actual fees of its attorneys incurred for prosecution, defense, consultation or advice in such action or proceeding.

14. COMPUTATION OF PERIODS: All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holiday, unless the period of time specifies business days, provided that if the date to perform any act or give any notice with respect to this Agreement, shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

15. INTERPRETATION: The Parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged and integrated into this Agreement.

16. SURVIVABILITY: All covenants of BUYER or SELLER which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations, warranties and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Grant, Bargain and Sale Deed, and be binding upon and inure to the benefit of the respective Parties.

17. MUTUAL INDEMNITY: SELLER and BUYER hereby agree to indemnify, defend and hold the other Party harmless against any and all liability, claims, costs or expenses arising directly or indirectly out of the covenants, representations and warranties given by the indemnifying Party to the other in this Agreement.

18. AUTHORITY OF PARTIES: Any corporation signing this Agreement, and each agent, officer, director, or employee signing on behalf of such corporation, but in his individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said corporation. Any individual signing this Agreement on behalf of a partnership or business entity other than a corporation represents that such other entity has power and authority to enter into this Agreement, and by such person's act is bound hereby.

19. COUNTERPART: This Agreement and any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts of this Agreement have been signed by each Party and delivered to the other Parties.

IN WITNESS WHEREOF, SELLER and BUYER have fully executed this Agreement as of the date first above written.

///

**“SELLER”**  
JOOST LAND & CATTLE COMPANY, INC.  
A Nevada Corporation  
By its President:

\_\_\_\_\_  
KAREN JOOST, President

DATE: \_\_\_\_\_, 2012

**“BUYER”**  
CARSON CITY  
By:

\_\_\_\_\_  
Robert L. Crowell, Mayor

\_\_\_\_\_  
Juan F. Guzman, Open Space Manger

DATE: \_\_\_\_\_, 2012

# Exhibit A

**N**ORTHERN  
**N**EVADA  
**T**ITLE  
**C**OMPANY

307 W Winnie Lane, Suite 1  
Carson City, NV 89703  
Phone (775)883-7513  
Fax (775)887-5065

## PRELIMINARY REPORT

Issued for the sole use of:

Carson City

Our Order No.: 1098045-LI

Title No.: 1098045-LI

Your No.:

When Replying Please Contact:

Buyer:

Lanette Inman, Escrow Officer

Carson City

Property Address:

Vacant Land located on Ash Canyon Road  
Carson City, NV 89703

Assessor's Parcel No.:

007-101-55

In response to the above referenced application for a policy of title insurance, Northern Nevada Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 6, 2012 at 07:30AM

Title Officer: Tamara Waller

For Exceptions Shown or Referred to, See Attached

Northern Nevada Title Company

The form of policy of title insurance contemplated by this report is:

CLTA Owners. A specific request should be made if another form or additional cover is desired.

The estate or interest in the land hereinafter described or referred to or covered by this Report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

Joost Land and Cattle Co., Inc.

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

Parcel 1 of Parcel Map for JOOST LAND AND CATTLE COMPANY, INC., lying within a portion of the Southwest 1/4 of Section 12, Township 15 North, Range 19 East, M.D.M., filed for record in the office of the County Recorder of Carson City, State of Nevada, on August 30, 2011, in Book 10 of Maps, Page 2767, as Document No. 415041, Official Records.

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. The lien, if any, for taxes for improvements completed or in progress, but which were not shown on the tax bill for the current year.
2. Liens levied by the Carson City Water and Sewer District for water, sewer and storm water utilities, by reason that subject property is located within said district. To verify payments, delinquencies or liens, contact Carson City Utilities at (775) 887-2355.
3. The herein described property has been placed within the boundaries of an Agricultural or Open Space Use Assessment District and is potentially subject to deferred real property taxes, the amount is undetermined until the time of conversion.
4. Right of way for any existing roads, trails, canals, streams, ditches, drain ditches, pipes, poles or transmission lines traversing said land.
5. Notes, easements and recitals as set forth on Map Nos. 1658, 2467 and 2767 herein referred. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.
6. Deferred tax liens for Agricultural or Open Space, the last of which was Recorded: July 1, 2011, Document No. 413440, of Official Records
7. The requirement that the following be submitted prior to the issuance of a title policy.
  - a) Evidence that the following Corporation is a Corporation in good standing: Joost Land and Cattle Company
  - b) Corporate resolutions, authorizing this transaction.
  - c) Copies of Articles of Incorporation showing who can execute on behalf of the corporation.

**Northern Nevada Title Company**

## Northern Nevada Title Company

### Privacy Policy Notice

#### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Northern Nevada Title Company**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Northern Nevada Title Company

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**Northern Nevada Title Company**

Exhibit A

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters.
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer, or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

**Northern Nevada Title Company**

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

Exhibit A

**AMERICAN LAND TITLE ASSOCIATION  
LOAN POLICY OF TITLE INSURANCE - 2006  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART 1, SECTION ONE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**Northern Nevada Title Company**

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
and  
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNERS POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy, or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer, or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**Northern Nevada Title Company**

Exhibit A

**AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY OF TITLE INSURANCE - 2006  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
    - (i) the occupancy, use, or enjoyment of the Land;
    - (v) the character, dimensions, or location of any improvement erected on the Land;
    - (vi) the subdivision of land; or
    - (vii) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in Public Records that vests Title as shown in Schedule A.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART ONE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**Northern Nevada Title Company**

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
  - in streets, alleys, or Waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

Exhibit A

**AMERICAN LAND TITLE ASSOCIATION  
SHORT FORM RESIDENTIAL LOAN POLICY - 2006  
ONE-TO-FOUR FAMILY**

ANY ADDENDUM ATTACHED HERETO, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A MINNESOTA CORPORATION, HEREIN CALLED THE "COMPANY", HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (6-17-06), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE ASSURANCES**

Except to the extent of the affirmative insurance set forth below, this policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees, or expenses) which arise by reason of:

1. Covenants, conditions and restrictions, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - (a) The violation of those covenants, conditions, or restrictions on or prior to Date of Policy;
  - (b) a forfeiture or reversion of Title from a future violation of those covenants, conditions, or restrictions, including those relating to environmental protection; and
  - (c) provisions in those covenants, conditions, or restrictions, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished, subordinated, or impaired.

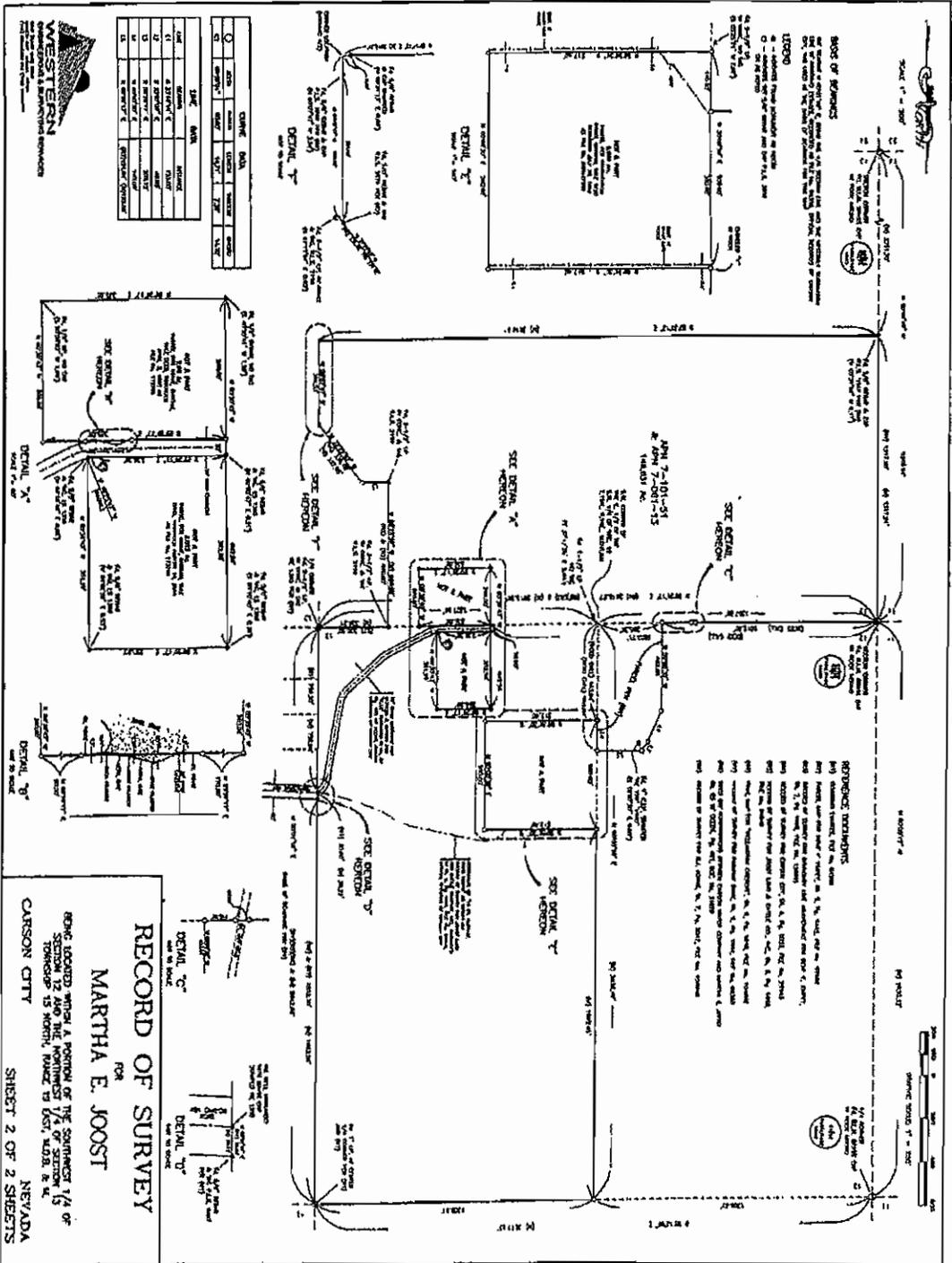
As used in paragraph 2(a), the words "covenants, conditions, or restrictions" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum attached to this policy.

2. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from (a) the encroachment, at Date of Policy, of the Improvements on any easement, and (b) any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
3. Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the Public Records; however, this policy insures against loss or damage arising from (a) any affect on or impairment of the use of the Land for residential one-to-four family dwelling purposes by reason of such lease, grant, exception or reservation of minerals or mineral rights, and (b) any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights so leased, granted, excepted, or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.

**Northern Nevada Title Company**







It is certified that the above described survey was made by the undersigned in accordance with the provisions of the Nevada Surveying Act, and that the same is true and correct as the same appears from the field notes and computations of the undersigned.







**Juan Guzman - RE: 1098045 / FW: Joost land**

---

**From:** "Tammy Waller" <TammyW@nntc1.com>  
**To:** <jguzman@carson.org>  
**Date:** 4/19/2012 4:46 PM  
**Subject:** RE: 1098045 / FW: Joost land  
**Attachments:** 413440.pdf

---

Juan,

The maps referenced in Exception 5 should be attached to your preliminary report. See attached for Exception 6.

Thank you,

Tammy Waller  
Title Officer

Northern Nevada Title Company  
307 W. Winnie Lane, Suite 5  
Carson City, NV 89703  
(775)883-7513  
Fax (775)887-5065

---

**From:** Lanette Inman  
**Sent:** Thursday, April 12, 2012 6:14 PM  
**To:** Tammy Waller  
**Subject:** 1098045 / FW: Joost land

Can you email Juan Guzman the underlying documents.

**Northern Nevada Title Company**  
Lanette Inman  
Escrow Officer/Owner  
307 W Winnie Lane #1  
Carson City, NV 89703  
775-883-7513  
775-887-5065 fax  
775-671-2470 cell  
[LInman@nntc1.com](mailto:LInman@nntc1.com)

ASSISTANT RIAN HAAG email [Rianh@nntc1.com](mailto:Rianh@nntc1.com)

**THANK YOU FOR CHOOSING NORTHERN NEVADA TITLE COMPANY**  
**WHERE OUR EXPERIENCE IS YOUR ADVANTAGE**

I WILL BE ON VACATION STARTING APRIL 16th AND RETURNING ON APRIL 23rd.

APN VARIOUS PARCEL NUMBERS

APN \_\_\_\_\_

APN \_\_\_\_\_

RECORDED AT THE  
REQUEST OF  
*CC Assessor*

2011 JUL-1 AM 8:18

FILE NO. 413440

KEAN GLOVER  
CARSON CITY RECORDER

FEE \$ MC DEP A

FOR RECORDER'S USE ONLY

2011/2012 HISTORICAL & AGRICULTURAL DEF. PARCELS

TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

WHEN RECORDED MAIL TO:

CARSON CITY ASSESSOR

201 N CARSON ST., SUITE 6

CARSON CITY NV 89701

**413440**

**FISCAL YEAR 2011/12 HISTORICAL SITES  
JULY 1, 2011**

Open Space Classification	Land Use Code	Parcel Number	Tax Dist.	Property	Address	Owners Name	Mailing Address	City State	Zip Code	Net Assessed Value
HISTORICAL	412	003-222-04	1.5	204 W	SPEAR ST	BENGOCHEA LLC	2270 CHIPMUNK DR	CARSON CITY, NV	89704-0000	\$ 55,572.00
HISTORICAL	200	003-128-02	1.5	402 S	DIVISION ST	BENSON FAMILY TRUST 9/11/02	402 S DIVISION ST	CARSON CITY, NV	89703-0000	\$ 25,384.00
HISTORICAL	320	003-274-02	1.5	608	ELIZABETH ST	BRENNEMAN REVOCABLE TR 7/26/06	608 ELIZABETH ST	CARSON CITY, NV	89703-0000	\$ 126,329.00
HISTORICAL	200	003-275-03	1.5	604 W	ROBINSON ST	BROOKS, FRANCES 1983 TRUST	916 W MUSSER ST	CARSON CITY, NV	89703-0000	\$ 30,323.00
HISTORICAL	200	003-232-01	1.5	506 W	SPEAR ST	CHANDLER, KAREN L	506 W SPEAR ST	CARSON CITY, NV	89703-0000	\$ 31,259.00
HISTORICAL	200	003-191-01	1.0	312	MOUNTAIN ST	COVINGTON FAMILY 2005 TRUST	312 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 37,039.00
HISTORICAL	410	003-192-22	1.5	302 N	MINNESOTA ST	COWEE, JOHN C	302 N MINNESOTA	CARSON CITY, NV	89703-0000	\$ 53,194.00
HISTORICAL	200	003-215-03	1.5	214 W	KING ST	DE FELICE, ANGELO P & MARY B	214 W KING ST	CARSON CITY, NV	89703-0000	\$ 34,197.00
HISTORICAL	410	003-192-09	1.5	204 N	MINNESOTA ST	EDWARDS HOUSE LLC	204 N MINNESOTA ST	CARSON CITY, NV	89703-0000	\$ 107,947.00
HISTORICAL	200	003-191-02	1.0	310	MOUNTAIN ST	FARROW FAMILY TRUST 3/31/89	5200 C HWY 50 E	CARSON CITY, NV	89701-0000	\$ 53,417.00
HISTORICAL	120	003-191-03	1.0	0	MOUNTAIN ST	FARROW FAMILY TRUST 3/31/89	5200 C HWY 50 E	CARSON CITY, NV	89701-0000	\$ 18,130.00
HISTORICAL	200	003-232-04	1.5	502 W	SPEAR ST	GLANZMANN FAMILY TRUST	1401 CAMELLE DR	CARSON CITY, NV	89703-0000	\$ 27,100.00
HISTORICAL	200	003-228-02	1.5	412 N	NEVADA ST	HARBORVIEW 2006 TRUST FUND	40163 HARBORVIEW WY SVCS	SAN VALENTINE, CA	95955-0000	\$ 43,239.00
HISTORICAL	432	003-236-01	1.5	408 W	ROBINSON ST	HARRINGTON, JOYCE LYNN REV TR	408 W ROBINSON ST	CARSON CITY, NV	89703-0000	\$ 48,577.00
HISTORICAL	200	003-129-01	1.5	311 W	FOURTH ST	HEARD, CARLE	1001 CRAIN ST	CARSON CITY, NV	89703-0000	\$ 21,572.00
HISTORICAL	200	003-244-02	1.5	700 W	TELEGRAPH ST	HERSEY, PHILIP O	700 W TELEGRAPH ST	CARSON CITY, NV	89703-0000	\$ 35,567.00
HISTORICAL	200	003-133-30	1.5	308	THOMPSON ST	JAQUETTE, M P REV TR 1/31/05	308 THOMPSON ST	CARSON CITY, NV	89703-0000	\$ 53,619.00
HISTORICAL	430	003-113-09	1.5	310 S	CARSON ST	LOPICCOLO INVESTMENTS LLC	307 W WINNIE LN STE 1	CARSON CITY, NV	89703-0000	\$ 109,993.00
HISTORICAL	200	003-241-04	1.0	500	MOUNTAIN ST	MC FADDEN, ROBERT C JR	500 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 71,712.00
HISTORICAL	200	003-133-31	1.5	302	THOMPSON ST	MC FADDEN, ROBERT C JR	500 N MOUNTAIN ST	CARSON CITY, NV	89701-0000	\$ 29,155.00
HISTORICAL	200	003-241-06	1.0	406	MOUNTAIN ST	MC LAUGHLIN, JACK & ALLISON	406 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 80,719.00
HISTORICAL	410	001-155-02	1.0	1614 N	CURRY ST	NEVADA MEMORIAL ESTATE PLANS	P O BOX 2462	RENO, NV	89505-0000	\$ 25,266.00
HISTORICAL	410	003-226-03	1.5	406 N	NEVADA ST	NEVADA TRIAL LAWYERS ASSOC	406 N NEVADA ST	CARSON CITY, NV	89703-0000	\$ 57,003.00
HISTORICAL	120	003-191-08	1.0	206	MOUNTAIN ST	NICHOLSON FAMILY 2003 TRUST	206 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 14,245.00
HISTORICAL	200	003-191-07	1.0	806 W	MUSSLER ST	NICHOLSON FAMILY 2003 TRUST	206 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 27,501.00
HISTORICAL	410	001-192-01	1.5	313 W	ANN ST	PANTER, S & M FAM TRUST 4/28/09	2380 MERRILL RD	CARSON CITY, NV	89703-0000	\$ 26,682.00
HISTORICAL	200	003-241-01	1.0	512	MOUNTAIN ST	PRATER, NOWLAND R TRUST	P O BOX 2184	CARSON CITY, NV	89702-0000	\$ 70,287.00
HISTORICAL	410	003-225-06	1.5	405 N	NEVADA ST	PRUETT FAMILY TRUST 6/10/04	68 QUAIL HOLLOW DR	SAN JOSE, CA	95128-0000	\$ 39,626.00
HISTORICAL	400	003-225-03	1.5	402 N	CURRY ST	PRUETT FAMILY TRUST 6/10/04	68 QUAIL HOLLOW DR	SAN JOSE, CA	95128-0000	\$ 27,960.00

Pursuant to NRS 361.A. The approved historic real property parcels are being valued as historic sites.  
Deferred Taxes will become due on any portion that is converted to higher use.  
Parcels may be subject to tax liens for undetermined amounts.

**FISCAL YEAR 2011/12 HISTORICAL SITES  
JULY 1, 2011**

Open Space Classification	Land Use Code	Parcel Number	Tax Dist.	Property	Address	Owners Name	Mailing Address	City State	Zip Code	Net Assessed Value
HISTORICAL	200	003-272-02	1.5	709 W	WASHINGTON ST	S C & G V PROPERTIES LLC	P O BOX 2003	CARSON CITY, NV	89702-0000	\$ 19,865.00
HISTORICAL	200	003-106-08	1.0	709 S	MINNESOTA ST	SELBY, DARREN J	709 S MINNESOTA STREET	CARSON CITY, NV	89703-0000	\$ 28,921.00
HISTORICAL	410	003-237-03	1.5	512 N	DIVISION ST	SIERRA ACUPUNCTURE & HEALING	512 N DIVISION ST	CARSON CITY, NV	89703-0000	\$ 69,760.00
HISTORICAL	410	003-237-04	1.5	502 N	DIVISION ST	SMITH, JULIAN C JR & JOANNA	502 N DIVISION ST	CARSON CITY, NV	89703-0000	\$ 54,228.00
HISTORICAL	200	001-172-02	1.5	1206 N	NEVADA ST	SMITH, PETER J & PATRICIA A C	1206 N NEVADA ST	CARSON CITY, NV	89703-0000	\$ 33,521.00
HISTORICAL	200	003-232-06	1.5	503 W	ROBINSON ST	STAEHLI, JANE C	503 W ROBINSON ST	CARSON CITY, NV	89703-0000	\$ 37,583.00
HISTORICAL	200	003-192-08	1.5	210 N	MINNESOTA ST	TEEGARDEN, JAMES W REY TRUST	3600 WINTERSET DR	ANCHORAGE AK	99508-5042	\$ 31,260.00
HISTORICAL	200	003-242-04	1.5	707 W	ROBINSON ST	THAYER, DONALD G & CATHERINE B	1611 PINOAK LN	CARSON CITY, NV	89703-0000	\$ 58,011.00
HISTORICAL	310	003-275-01	1.5	612 W	ROBINSON ST	TWEDT FAMILY TRUST 2/2/89	612 W ROBINSON ST	CARSON CITY, NV	89703-0000	\$ 59,221.00
HISTORICAL	405	003-225-10	1.5	412 N	CURRY ST	VERIVE, JENNIFER & CAIN, GARY	412 N CURRY ST	CARSON CITY, NV	89703-4125	\$ 51,443.00
HISTORICAL	320	003-227-03	1.5	308 N	NEVADA ST	WILLIAMS, GEORGE W & ET AL	11160 LONESTAR RD	AUBURN, CA	95602-0000	\$ 35,701.00
HISTORICAL	410	003-126-08	1.5	510 W	FOURTH ST	510 PARTNERSHIP	P O BOX 1000	CARSON CITY, NV	89702-0000	\$ 67,371.00
							TOTAL ASSESSED VALUE:			\$ 1,929,462.00

Pursuant to NRS 361.A. The approved historic real property parcels are being valued as historic sites.  
Deferred Taxes will become due on any portion that is converted to higher use.  
Parcels may be subject to tax liens for undetermined amounts.

**413440**

**FISCAL YEAR 2011/12 CLASSIFIED (AG) LANDS  
JULY 1, 2011**

AG ACRES 0.00 indicates  
prior agricultural use.  
See "Status" for explanation.

Land Use Code	Parcel Number	Status	Assessed Owners	Mailing Address	City State	Zip Code	Total Acres	Ag. Acres (Double checked if all are ag)
600	001-131-01	AG LANDS	ANDERSEN FAMILY ASSOCIATES	P O BOX 1746	CARSON CITY, NV	89702-0000	7.83	7.83
600	007-573-04	AG LANDS	ANDERSEN FAMILY ASSOCIATES	P O BOX 1746	CARSON CITY, NV	89702-0000	23.93	23.93
600	007-573-05	AG LANDS	ANDERSEN FAMILY ASSOCIATES	P O BOX 1746	CARSON CITY, NV	89702-0000	16.00	16.00
602	009-012-02	AG LANDS	ANDERSEN FAMILY ASSOCIATES	P O BOX 1746	CARSON CITY, NV	89702-0000	80.66	79.66
602	010-032-23	AG LANDS	BELL, MICHAEL & BUCHANAN, LINDA	P O BOX 3317	CARSON CITY, NV	89702-0000	67.43	67.43
600	010-051-46	AG LANDS	D & S L III, LLC	1840 E FIFTH ST	CARSON CITY, NV	89701-0000	4.78	4.78
600	010-051-47	AG LANDS	D & S L III, LLC	1840 E FIFTH ST	CARSON CITY, NV	89701-0000	4.19	4.19
602	010-041-35	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	5.43	5.30
600	010-041-36	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	6.93	6.93
600	010-041-38	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	17.31	17.31
600	010-041-52	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	13.29	13.29
600	010-041-57	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	161.80	161.80
600	010-041-62	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	71.84	71.84
600	010-053-03	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	3.72	3.72
600	010-053-08	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	0.89	0.89
605	007-051-82	AG LANDS	FAGEN, WILLIAM MICHAEL 2005 TR	15925 CASWELL LN	RENO, NV	89511-9077	121.00	121.00
600	007-051-83	AG LANDS	FAGEN, WILLIAM MICHAEL 2005 TR	15925 CASWELL LN	RENO, NV	89511-9077	40.00	40.00
600	007-051-84	AG LANDS	FAGEN, WILLIAM MICHAEL 2005 TR	15925 CASWELL LN	RENO, NV	89511-9077	40.00	40.00
600	007-061-22	AG LANDS	HAMILTON, WESLEY F	3300 KINGS CANYON RD	CARSON CITY, NV	89703-0000	27.42	27.42
602	007-081-30	AG LANDS	HAMILTON, WESLEY F	3300 KINGS CANYON RD	CARSON CITY, NV	89703-0000	13.70	12.70
600	007-082-01	AG LANDS	HAMILTON, WESLEY F	3300 KINGS CANYON RD	CARSON CITY, NV	89703-0000	18.95	18.95
600	010-021-46	AG LANDS	JARRARD, J P CHILDREN'S TRUST	3860 GS RICHARDS BLVD	CARSON CITY, NV	89703-0000	1.00	1.00
600	010-021-58	AG LANDS	JARRARD, J P CHILDREN'S TRUST	3860 GS RICHARDS BLVD	CARSON CITY, NV	89703-0000	25.70	25.70
600	007-061-13	AG LANDS	JOOST LAND & CATTLE CO, INC	P O BOX 25	CARSON CITY, NV	89702-0000	70.35	70.35
602	007-101-51	AG LANDS	JOOST LAND & CATTLE CO, INC	P O BOX 25	CARSON CITY, NV	89702-0000	76.71	75.71
600	007-572-01	AG LANDS	JOOST LAND & CATTLE CO, INC	P O BOX 25	CARSON CITY, NV	89702-0000	5.46	5.46
600	007-573-03	AG LANDS	JOOST LAND & CATTLE CO, INC	P O BOX 25	CARSON CITY, NV	89702-0000	10.90	10.90
602	010-041-34	AG LANDS	LOMPA RES TR I LOMPA RES TR II	1840 E FIFTH ST	CARSON CITY, NV	89701-0000	2.50	2.37
600	010-041-16	AG LANDS	MTK PROPERTIES LLC	161 PLANTATION DR	CARSON CITY, NV	89703-0000	4.00	4.00
600	007-051-09	AG LANDS	SCHULZ INVESTMENTS	207 N IRIS ST	CARSON CITY, NV	89703-0000	80.78	80.78
600	007-051-19	AG LANDS	SCHULZ INVESTMENTS	207 N IRIS ST	CARSON CITY, NV	89703-0000	38.95	38.95

Pursuant to NRS 361.A. The approved ag. real property parcels are being valued for their agricultural use \*.  
Deferred taxes will become due on each parcel if converted to a higher use.  
Parcels may be subject to tax liens for undetermined amounts.



**OPEN SPACE ADVISORY COMMITTEE  
STAFF REPORT**

**MEETING DATE:** April 16, 2012

**AGENDA ITEM NUMBER:** 3B

**STAFF:** Juan F. Guzman, Open Space Manager



**REQUEST:** For possible action to recommend to the Board of Supervisors the fee title acquisition of a 20.25 acre parcel owned by the Joost Land and Cattle Company located in the vicinity of Ash Canyon, APN 7-101-55.

**GENERAL DISCUSSION:**

Staff is pleased to inform you that the Joost Land and Cattle Company has agreed to sell to Carson City, through the Open Space Program, approximately 20.25 acres known as Assessor Parcel Number 7-101-55 and located immediately west of the Wellington Crescent Planned Unit Development and immediately north of the present location of the Ash Canyon Trail. The Ash Canyon Trail is an existing two-track native material road that is used to access the Ash Canyon area through the Wellington Crescent subdivision. The purchase price is the same as the value of the land which is \$405,000 based on an appraisal.

This acquisition was originally considered in October of 2008 when the Open Space Advisory Committee recommended to the Board of Supervisors the purchase of this property. However, at the request of the owner the transaction was not placed on the Board of Supervisors agenda. Since that time, the Joost family has engaged in transactions with the Public Works Department. At the present, time the Public Works Department has obtained a 29.75 acre property (APN 7-101-54) immediately to the south of the site proposed to be purchased through the Open Space Program. The cost of that transaction was based on an appraisal at \$20,000 per acre. The Public Works Department has also initiated construction of an access road that will directly connect the water tank site and the Ash Canyon Trail to the paved Ash Canyon Road.

Carson City and the Joost family have been working on a program to facilitate acquisition of lands and water rights that are important to the City. Through sequential steps, the Public Works Department has purchased lands and water rights and traded lands with the Joost family. The next step in this chain of events that has been choreographed by the Joost family and their advisers such as accountants and attorneys is for the Open Space Program to purchase the subject 20 acres located north of the Public Works acquisition and west of the Wellington Crescent Planned Unit Development.

Recently the Board of Supervisors asked staff and the Committee to be very cognizant of our priorities and criteria to purchase land with the remaining acquisitions. The Board has asked that the acquisitions be minimized and more emphasis be placed on managing lands that we have or are about to obtain. In accordance with that mandate, staff wishes to point out that this parcel has been identified as an important acquisition for the Open Space Program. The site is visible from portions of Carson City. It contains strategic importance regarding access, recreation, flood prevention, and forms the edge of

development along the City distinguishing the areas that are devoted for open space vs. the areas devoted for development. It also provides for some limited wildlife such as habitat for deer, rabbits, birds, and small species. The site was burned as part of the 2004 Waterfall Fire. There are no large coniferous trees within the site; however, the site is covered by the regeneration of sagebrush and grasses.

The importance to recreation and public access through non-motorized use should be emphasized. This parcel is a critical link connecting state lands and lands managed by the college containing trails that link to Ash Canyon Road, particularly along the west corner of the site.

As part of the purchase of the 29 acres to the south, the Public Works Department has engaged in the construction of a new access road for motorized use that directly links Ash Canyon Road with the two track trail past the water tanks and further up all the way to the crest of the Carson Range where the Open Space Program manages the Wilson parcels containing 111 acres. This road is very important for recreation, lands management, and access into the east backcountry area of the Lake Tahoe State Park including Hobart Reservoir. Carson City had a prior court settlement with the Ormsby Sportsmen's Association and the Wellington Crescent Homeowners Association to provide for a separate route not utilizing the internal private roads of the Wellington Crescent Subdivision. The acquisitions of the Public Works Department and work on constructing these roads is to be commended, fulfilling the responsibilities of that agreement. In addition, the 20.25 acre portion to be purchased by the Open Space Program will contain some drainage improvements along the east boundary designed to prevent sheet flow from running into the subdivision and erosion negatively affecting drainage systems within the subdivision. These improvements have been included in your staff report through a series of maps prepared by the Public Works Department, entitled "Ash Canyon Access Road."

### **Parcel Evaluation**

Please see the attached Table A.1, Open Space Evaluation Form, and Table B, Prioritizing Factors. The best way of characterizing the parcel from a wildlife habitat perspective is as a migration corridor for deer. The parcel's natural communities consist of native grasses and areas that were reseeded after the 2004 Waterfall Fire. There are no trees within the parcel. As a land form, the parcel is characterized partially as a ridge and contains a higher elevation portion sloping to the east towards the Wellington Crescent Subdivision. The parcel is visible from most local roads and primary adjacent residences. A portion towards the west which is higher in elevation is seen from areas of Highway 395 in the vicinity and north of Hot Springs Road areas mostly north of town. The best indicator as to visibility is that if you can see the two water tanks on Ash Canyon Road, the land immediately to the east is a portion of the parcel in question.

The 20-acre size places the parcel into the medium of the size criteria. The parcel is important for accessibility for both motorized and non-motorized users. It is designated in the Unified Pathways Master Plan for trails. There are no known historic cultural resources within the site. The parcel is important for drainage and well water protection zone. The site has been characterized in the past by contributing to erosion that floods systems in the Wellington Crescent and Ash Canyon areas of town due to the lack of mature vegetation after the fire. The parcel does not contain well defined drainages. The flood hazard is relatively low. The area does not contain any prime farm land.

### **Table B - Prioritizing Factors**

Table B in specific talks about the prioritizing factors. It is noted that the habitat or the physical setting is not particularly unique. Much of the west side foothills are similar in character to this parcel.

### **Ease of Acquisition**

The land owner is willing to sell; however, at market value. The landowner offered terms to Carson City. Those terms resulted in unanticipated expenditures and mandates by the Nevada Revised Statutes, and it will be staff's recommendation that the parcel be purchased in cash. The cost is not greater than the appraised value. There are no potential grants or potential to share the cost for this 20 acres in specific. However, staff would be remiss not to inform the Committee and the Board of Supervisors that Carson City has been working with the Joost family for many years. As of most recently, the Joost family sold to Carson City 29.75 acres that are important for drainage and contain flooding and sedimentation basin facilities as well as what will become the final location for the motorized access route into Ash Canyon. The family has also sold water rights and has worked with Carson City towards the management of areas on Quill Ranch and Ash Canyon Creek. The purchase of these 20.25 acres is one step out of multiple steps that have been planned for the mutual benefit of Carson City and the Joost family.

### **Urgency - Citizen Support**

The Joost family favors a sale to Carson City provided the transaction is completed in 2012. The parcel is located within an open space priority area designated through our master plan and is adjacent to other public lands and can be linked to other open spaces. Staff will define the citizen support as being local. However, if you take into consideration the arrangement with the Ormsby Sportsmen's Association, the organization that litigated the continuation of access into Ash Canyon, and the contribution of this parcel with the overall concept for providing new motorized access into the area away from the Wellington Crescent Subdivision, it can be argued that there is city-wide citizen support for this acquisition.

### **Economic Considerations**

On February 15, 2011, Johnson & Perkins Associates prepared an appraisal of 49.5 acres which hypothetically included the parcel which is the subject of our transaction. The value was estimated at \$20,000 per acre. More recently, by an update dated March 15, 2012, which has been attached to this staff report, Johnson & Perkins and Associates value the proposed acquisition at \$405,000 or approximately \$20,000 per acre. This value is considerably less than the value of the property obtained in 2008 in an appraisal conducted by the same firm. At that time the purchase of a similar parcel was estimated at a value of \$1,200,000 or approximately \$60,000 per acre.

The Assessor's Office notes that the estimated present tax liability on the property amounts to \$1.77.

The present funding available in the Acquisition Account approximates \$491,000. This acquisition will use a great portion of the available balance in that account. Staff considered an offer by Karen Joost that would allow Carson City to purchase the property in monthly installments. Mrs. Joost offered the property at no interest with the principal to be paid over a period of approximately five years. Such a transaction is regulated by the provisions of the Nevada Revised Statutes. With the assistance of the Director of Finance, staff ascertained that the cost necessary to carry out such an arrangement would approximate \$30,000 and, therefore, staff has decided that a cash acquisition is preferable over a purchase with monthly or yearly terms.

**RECOMMENDED ACTION:** I move to recommend to the Board of Supervisors the fee title acquisition of a 20.25 acre parcel owned by the Joost Land and Cattle Company located in the vicinity of Ash Canyon, APN 7-101-55.

1002 - 7-101-55 / 20.5 Ac

**APPENDIX**

Entrance to Ash Canyon trail.  
A.1 OPEN SPACE EVALUATION FORM

Table A. Physical Characteristics

For each parcel, select the highest value for each physical feature. If none apply, leave blank.

Physical Feature	Defining Authorities	Characteristics (check if present or applicable)	Value
Wildlife habitats/corridors	US Fish & Wildlife Service, Nev. Div. Of Wildlife, or documented scientific observation	<input type="checkbox"/> Contains habitat or corridor for threatened or endangered (T&E) species <input type="checkbox"/> Contains high value habitat for non-T&E species <input checked="" type="checkbox"/> Contains migration corridor <input checked="" type="checkbox"/> Observed presence of wildlife or fish	Very High High Medium <u>Medium</u> Moderate
Natural communities	US Army Corps of Eng. Or competent specialist, such as the Nevada Natural Heritage Program	<input type="checkbox"/> Has healthy, sustainable riparian area <input type="checkbox"/> Presence of mature canopy trees, shrubs <input checked="" type="checkbox"/> Majority of parcel with healthy native grasses <input type="checkbox"/> Contains jurisdictional (ACOE) wetlands	High Medium <u>Moderate</u> Low
Landform/scenic quality	Committee, staff, consultants	<input type="checkbox"/> Open water (lakes, ponds, river, stream) <input checked="" type="checkbox"/> Contains ridge or promontory w/ long views <input type="checkbox"/> Contains a valley that provides enclosure/privacy	High <u>High</u> Medium
Visibility	Committee, staff, consultants	<input type="checkbox"/> Visible from major roads <input checked="" type="checkbox"/> Visible only from local roads <input checked="" type="checkbox"/> Visible primarily from adjacent residences	High Medium <u>Low</u>
Size	Committee	<input type="checkbox"/> Larger than 40 acres <input checked="" type="checkbox"/> 20 to 40 acres <input type="checkbox"/> 10 to 20 acres	High <u>Medium</u> Low
Accessibility	Committee, staff, consultants	<input checked="" type="checkbox"/> Significant portions can be opened to public <input type="checkbox"/> Limited portions opened to public use	<u>High</u> Medium
Historic/cultural	State Historic Preservation Office,	<input type="checkbox"/> Known or high potential archaeological resource <input type="checkbox"/> Historic designation (national, state or local) <input type="checkbox"/> Significant local cultural feature (physical landmark, working farm, unique structure, etc.)	High Medium Moderate
Water protection	CC Public Works	<input type="checkbox"/> Within 5 year well protection zone <input checked="" type="checkbox"/> Within 10 year well protection zone <input checked="" type="checkbox"/> Contains high-infiltration soils within watershed protection area	High High <u>Medium</u>
Flood hazard	Federal Emergency Management Agency	<input type="checkbox"/> Is within FEMA-designated 100 year floodplain <input type="checkbox"/> Is within area of known flooding	Low → 2nd Medium
Prime farmland	U.S. Department of Agriculture	<input type="checkbox"/> Is land of statewide agricultural importance (irrigated farmland)	High - 10

Deer

waterfall  
- Five in 2004

- long ridge

upper portion well visible

- Important for recreat

None known

→ 2nd

- 10

**Table B. Prioritizing Factors**

This part of the evaluation assumes that some form of acquisition is necessary to protect the parcel(s) that will not be protected by existing City, State or Federal regulation (wetlands, flood plain, easements, etc.)

For each parcel check the most appropriate priority factor for each category below.

Category	Definition (check if present)	Priority
Uniqueness of habitat type	<input type="checkbox"/> One of few remaining examples of at least one characteristic in Table A <input type="checkbox"/> Habitat or physical setting is relatively rare in Carson City	High <u>Low</u>
Ease of acquisition	<input checked="" type="checkbox"/> Landowner motivated to sell at less cost than market value <input checked="" type="checkbox"/> Can be acquired with terms (options, payment structure, trade, etc.) favorable to the City <input checked="" type="checkbox"/> Cost are not greater than appraised value, terms are not unfavorable	<u>High</u> Medium Low
Potential to share cost	<input type="checkbox"/> Likely, significant participation of non-City funding partners <input type="checkbox"/> Likely participation from other funding sources <input type="checkbox"/> Likely significant participation from other City departments	High Medium Low
Urgency	<input type="checkbox"/> Development is imminent <input type="checkbox"/> For sale (acquisition/development likely) <input checked="" type="checkbox"/> Private negotiation, not on open market	High Medium <u>Low</u>
Is a significant part of Open Space plan?	<input checked="" type="checkbox"/> Located within an Open Space priority area <input checked="" type="checkbox"/> Parcel is designated on current Open Space master plan <input checked="" type="checkbox"/> Adjacent to, or can be linked to other Open Space parcel, trail or park	High Medium Medium
Citizen support	<input type="checkbox"/> Has City-wide citizen support/advocacy <input checked="" type="checkbox"/> Has local citizen support <input type="checkbox"/> No significant opposition	High <u>Medium</u> Low

*Part of a purchase w P.U for other lands within the doc*

**JOHNSON~PERKINS & ASSOCIATES, INC.**  
REAL ESTATE APPRAISERS & CONSULTANTS

Main Office: 295 Holcomb Avenue, Suite 1 ■ Reno, Nevada 89502 ■ Telephone (775) 322-1155  
Lake Tahoe Office: P.O. Box 11430 ■ Zephyr Cove, Nevada 89448 ■ Telephone (775) 588-4787  
FAX: Main Office (775) 322-1156 ■ Lake Tahoe Office (775) 588-8295  
E-mail: jpareno@johnsonperkins.com ■ jpatahoe@johnsonperkins.com

Stephen R. Johnson, MAI, SREA  
Reese Perkins, MAI, SRA  
Cynthia Johnson, SRA  
Cindy Lund Fogel, MAI  
Scott Q. Griffin, MAI  
Daniel B. Oaks, MAI  
Benjamin Q. Johnson, MAI

Karen K. Sanders  
Gregory D. Ruzzine  
Chad Gerken

March 15, 2012

Mr. Juan Guzman  
Open Space Manager  
Carson City Parks & Recreation Department  
3303 Butti Way, Building 9  
Carson City, Nevada 89701

Re: Update Appraisal of Joost Land and Cattle Company, Inc. Property,  
Carson City, Nevada

Dear Mr. Guzman:

This is in response to your request for an update appraisal regarding the Joost Land & Cattle Company, Inc property, located in west Carson City, Nevada. On February 22, 2011, we prepared a summary appraisal of the Market Value of the subject property's fee simple estate as of February 15, 2011. As of the date of the appraisal the subject property involved a 49.5± acre hypothetical parcel which was part of the larger Joost Land & Cattle Company, Inc ownership. Subsequently, the Carson City Public Works Department purchased the southerly 29.75± acres of the 49.5± acre site, leaving a 20.25± acre site. It is our understanding that the Carson City Parks & Recreation Department is now negotiating with the Joost family to purchase this remaining 20.25± acre site.

The intended use of this letter is to estimate the fee simple Market Value of the subject's 20.25± acre parcel, as of a current date of value. The intended use of the appraisal is to assist in establishing a purchase price with respect to the subject property. The intended

Reno ■ Lake Tahoe

users of the appraisal report include Carson City (the potential buyer) and the property owners (the sellers) and their representatives. Any other use of the appraisal report requires the prior written authorization of this appraisal firm.

With the purchase of the southerly portion of the larger 49.5± acre site, Parcel Map No. 2767 was filed and the Carson City Assessor's Parcel Map for the subject was revised accordingly. The subject's 20.25± acre parcel is now a legally existing, independent parcel and is identified as Assessor's Parcel Number 007-101-55. The subject site is located 185± feet west of Wellington West Street and 1,180± feet north of the west terminus of Ash Canyon Road. The subject is situated directly west of the Wellington Crescent Subdivision. Access is provided to the subject site by means of access easements via Wellington West Street and Ash Canyon Road.

This update appraisal involves an effective date of valuation of March 13, 2012 and is an addendum to our original report of February 15, 2011. This supplemental letter is intended to be used in conjunction with the initial appraisal, as a result, much of the descriptive information and valuation analysis set forth in the original report will not be repeated in this update analysis.

This is an update appraisal report that is intended to comply with the Advisory Opinion 3 (AO-3) of the *Uniform Standards of Professional Appraisal Practice*. In an updated appraisal analysis, the appraiser addresses any changes in market conditions and the status of the subject since the effective date of the original appraisal, and analyzes the effect of these changes in arriving at a current value opinion for the subject property.

This update appraisal report has been prepared in accordance with the Assumptions and Limiting Conditions and Certification of Appraiser as set forth in the original appraisal report.

The subject site was inspected on March 13, 2012. Based upon our physical inspection, other than size (containing 20.25± acres) and access, the subject property appears to be physically unchanged from our original date of valuation. Access is provided by means of an east-west access easement via Wellington Crescent Street. A review of Parcel Map 2767 for the subject denotes a 20 foot wide north-south access easement leading from the west terminus of Ash Canyon Road to the southeast corner of the subject site. At the time of inspection, it was noted that a new access road is being installed from the west terminus of Ash Canyon Road in a northwesterly direction to the water tank site located directly west of the subject. The subject is located in a Flood Zone D. A current review of the zoning and master plan for the subject indicates that the status of the property, in regards to these factors, is also unchanged as of our original date of valuation of February 15, 2011.

As previously noted, this supplemental letter is addressing the current market value of the subject's 20.25± acre site which now constitutes an independent, legally existing parcel. Set out following is a summary of salient facts for the subject as of a current date of valuation of March 13, 2012.

**SUMMARY OF SALIENT FACTS**

<b>Property Type</b>	Vacant Land
<b>Assessor's Parcel Number</b>	007-101-55
<b>Location</b>	185± feet west of Wellington West Street, 1,180± feet north of the west terminus of Ash Canyon Road, directly west of the Wellington Crescent Subdivision, Carson City, Nevada.
<b>Legal Description</b>	Parcel 1 of Parcel Map No. 2767, recorded August 30, 2011 as Document No. 415041, Official Records, Carson City, Nevada
<b>Land Area</b>	20.25± Acres
<b>Access</b>	Access is provided by means of a 20 foot wide dirt access road leading from the Wellington Crescent Subdivision, which abuts the subject to the east. Additional access is provided from a new 20 foot wide dirt access road leading from Ash Canyon Road.
<b>Owner of Record</b>	Joost Land & Cattle Company, Inc.
<b>Zoning</b>	SF1A (Single-family, one acre lots)
<b>Master Plan</b>	LDR (2 to 3 Dwelling Units/Acre)
<b>Flood Zone</b>	Zone "D", "areas with possible, but undetermined flood hazards."
<b>Subject Sales History</b>	The 20.25± acre parcel, which is the subject of this letter, has not been involved in any arms length transfers within the past five years.
<b>Highest and Best Use</b>	Speculative future single-family residential subdivision development, as market demand warrants.

Completion Date of Report                      March 15, 2012

Effective Date of Valuation                      March 13, 2012

FINAL PROPERTY VALUE CONCLUSION

\$405,000

**UPDATED VALUATION ANALYSIS  
 (Subject Property's Fee Simple Estate)**

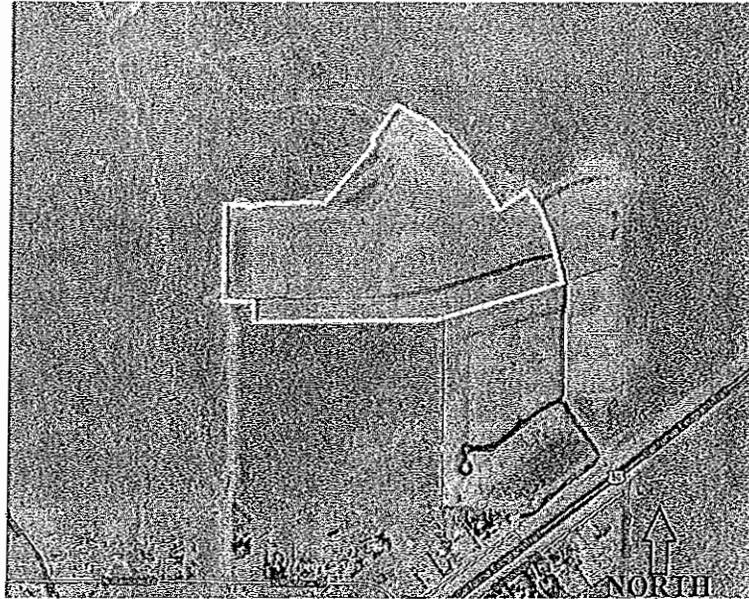
In our original appraisal, we utilized a Sales Comparison Approach to Value to establish the Market Value of a 49.5± acre hypothetical parcel which was part of the larger Joost Land & Cattle Company, Inc ownership. The subject of this supplemental letter is a 20.25± acre parcel which is a portion of the 49.5± acre hypothetical parcel. The Carson City Public Works Department has purchased the southerly 29.75± acres of the 49.5± acre site, leaving the 20.25± acre site. The intended use of this letter is to estimate the fee simple Market Value of the remaining 20.25± acre parcel, as of a current date of value.

To establish an updated estimate of the Market Value of the subject, we have searched the Official Records of Carson City and surrounding counties for current sales. We have also researched current listings of parcels similar to the subject. Summarized below are the current sale and listing.

**UPDATED COMPARABLE LAND SALES CHART**

Sale Number	Assessor's Parcel Number Project Name Location	Sale Date Sale Price	Zoning Approvals/Lots Water Rights	Topography Flood Zone	Gross Land Area	Price Per Acre
ULS-1	016-021-38 Copper Canyon Estates Phase 2 W/S Bryce Street at W. Terminus of Moab Lane, Dayton, NV	9/16/2011 \$500,000	E1/MDR Expired Map (98 Lots) None	Level X	39.59± Ac	\$12,629
ULL-2	009-311-65,67,68, 010-671-06 thru 15 Schulz Ranch Between Center Drive & Schulz Drive at the East Terminus of Topsy Lane, Carson City, NV	Listing 03/13/2012 \$1,125,000	SR-SPA 403 Projected 8 Final Mapped Lots 395± Tentative Mapped Lots Letter of Intent	Level/Moderate X, Shaded X	90.887± Ac	Asking \$12,378
Subject	007-101-55 185± feet West of Wellington West Street, 1,180± feet North of Ash Canyon Road, Carson City	Date of Valuation 3/13/2012	SFIA (1 Unit/Ac) None	Moderately Sloping City and Mountain Views	20.25± Ac	---

**COMPARABLE LAND AERIAL MAP  
UPDATE SALE ULS-1**



**COMPARABLE LAND AERIAL MAP  
UPDATE LISTING ULL-3**



In September of 2011, Phase 2 of the Copper Canyon Estates, containing 39.59± acres located in Dayton, sold for \$12,629 per acre. The 90.887± acre Schulz Ranch property, located in southeast Carson City, is currently available at an asking price of \$12,378 per acre. In comparison to the subject, each of these comparables is considered to be a low indicator primarily due to their inferior locations and larger land areas.

We have also reviewed the sales and valuation analysis as set forth in our original appraisal.

Four sales and two comparable listings were considered in the original appraisal report, indicating a range in prices from \$15,378 per acre and \$46,752 per acre. A per unit land value applicable to the subject's 49.5± acre hypothetical parcel, as of February 15, 2011, was concluded at \$20,000 per acre.

A review of the records of the Carson City and Washoe County Assessor's offices indicates that none of the listings utilized in our original report had sold as of the current date of valuation. It is noted that in 2011 Listings LL-5 and LL-6 had been taken off the market. However, they are currently being actively marketed as one 82.12± acre site for an asking price of \$492,000 or \$5,991 per acre. As discussed in our original appraisal, these parcels were considered inferior to the subject in regards to location, topography and shape. As this listing now includes the entire 82.12± acre ownership, a large upward adjustment is necessary due to the much smaller size of the subject's 20.25± acre parcel. Overall, this listing at \$5,991 per acre is considered an extremely low indication of an appropriate per acre value for the subject.

### **Summary and Conclusion**

In estimating an appropriate per acre value for the subject's 20.25± acre property, consideration has been given to its good location in west Carson City, proximate to higher end single family residential development including the Wellington Crescent Subdivision.

Consideration is also given to the subject's accessibility, topography, shape, size, view amenities, and other physical characteristics. Consideration is given to its development potential, and availability of utilities. Consideration has also been given to current market conditions and limited demand for development land. Colliers International in their 4<sup>th</sup> Quarter 2011 Research and Forecast Report – Land Market Review, indicates that land prices are beginning to stabilize with sales activity primarily involving finished single family residential lots. They project that overall land prices in 2012 will remain flat, other than finished subdivision lots which are expected to increase slightly.

In our original summary appraisal of February 15, 2011, the fee simple Market Value of the entire 49.5± acre hypothetical parcel was estimated at \$20,000 per acre. The subject of this supplemental letter is the northerly 20.25± acre portion of the 49.5± acre hypothetical parcel. It is recognized that market conditions remain soft and demand for development land, other than finished lots, is still very limited. Additionally, the subject's 20.25± acre site has inferior access as compared to the 49.5± acre hypothetical parcel, but has adequate access, is much smaller in size, and has good city and mountain views.

Based upon a review of the available data, and with consideration given to the analysis as set forth above, it is our opinion that our value of \$20,000 per acre, as estimated in our original report, is applicable to the subject's land area, as of a current date of value. Applying the indicated per unit value to the subject's 20.25± acres, as of March 13, 2012, results in an indicated value of \$405,000.

This update letter is an addendum to our original report and is intended to be used in conjunction with the initial appraisal. The real property, which is the subject of this update letter, was valued, as of March 13, 2012, as follows:

**UPDATED FINAL LAND VALUE CONCLUSION**  
**(20.25± Acre Parcel, As of March 13, 2012)**

**\$405,000**

**APPRAISER'S CERTIFICATION**

Each of the undersigned do hereby certify that, unless otherwise noted in this appraisal report:

- We have made a personal inspection of the property that is the subject of this report.
- We have no present or contemplated future interest in the real estate that is the subject of this appraisal report.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- To the best of our knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions, and conclusions herein are based, are true and correct.
- This report sets forth all the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analysis, opinions, and conclusions contained in this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute*, which include the *Uniform Standards of Professional Appraisal Practice*.
- Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

- The appraisal was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- No one other than the undersigned prepared the analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report.
- The Appraisal Institute conducts a mandatory program of continuing education for its designated members. As of the date of this report, Stephen R. Johnson and Cindy Lund Fogel have completed the requirements under the continuing education program of the Appraisal Institute.
- We have the knowledge, the experience and the geographic competency to complete this appraisal assignment and have appraised this property type before.
- Neither we nor our current employer have been sued by a regulatory agency or financial institution for fraud or negligence involving appraisal services.
- Stephen R. Johnson and Cindy Lund Fogel have performed a previous appraisal involving the subject property within the three years prior to this assignment.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- This is an update appraisal report that is intended to comply with the Advisory Opinion 3 (AO-3) of the Uniform Standards of Professional Appraisal Practice. It is intended that this update appraisal report be

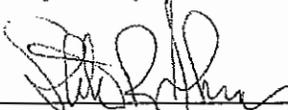
utilized in conjunction with the original summary appraisal report of the subject property, which was prepared by this appraisal firm on February 22, 2011, with an effective date of February 15, 2011.

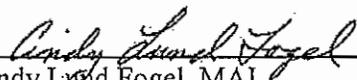
After careful consideration of all data available, and upon thorough personal investigation of the subject property and the comparable properties analyzed, it is our opinion that the Market Value of the subject property's fee simple estate, as of March 13, 2012, is set out as follows:

**FINAL MARKET VALUE CONCLUSION**  
**(20.25± Acre Parcel as of March 13, 2012)**

**\$405,000**

Respectfully submitted,

  
\_\_\_\_\_  
Stephen R. Johnson, MAI, SREA  
Nevada Certified General Appraiser  
License Number A.0000003-CG

  
\_\_\_\_\_  
Cindy Lind Fogel, MAI  
Nevada Certified General Appraiser  
License Number A.0002312-CG

# ADDENDA

SUBJECT AERIAL MAP



Subject Outlined in Yellow

**SUBJECT PHOTOGRAPHS**



**VIEW LOOKING NORTHWESTERLY TOWARD THE SUBJECT FROM THE  
EAST-WEST ACCESS ROAD**



**VIEW LOOKING WESTERLY ALONG THE EAST-WEST ACCESS ROAD FROM  
THE WELLINGTON CRESCENT SUBDIVISION**

**SUBJECT PHOTOGRAPHS**

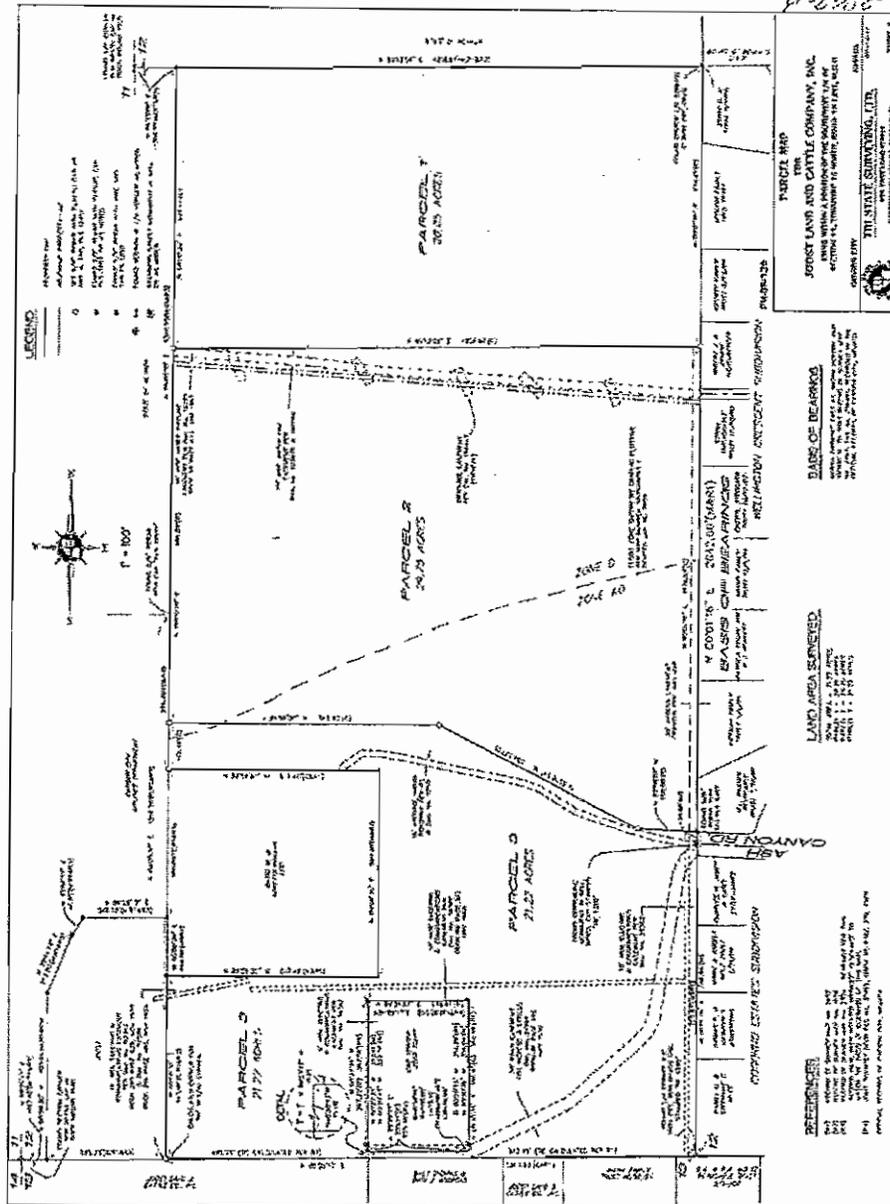


**VIEW LOOKING SOUTHERLY ALONG THE NEW NORTH-SOUTH ACCESS  
EASEMENT FROM THE SOUTHEAST CORNER OF THE SUBJECT SITE**



**VIEW LOOKING NORTHEASTERLY TOWARD THE SUBJECT FROM  
THE ACCESS ROAD**

**SUBJECT PARCEL MAP**



Parcel Map No. 2767  
 Recorded August 30, 2011  
 Document No. 415041



# ASH CANYON ACCESS ROAD

CARSON CITY, NEVADA

## BOARD OF SUPERVISORS

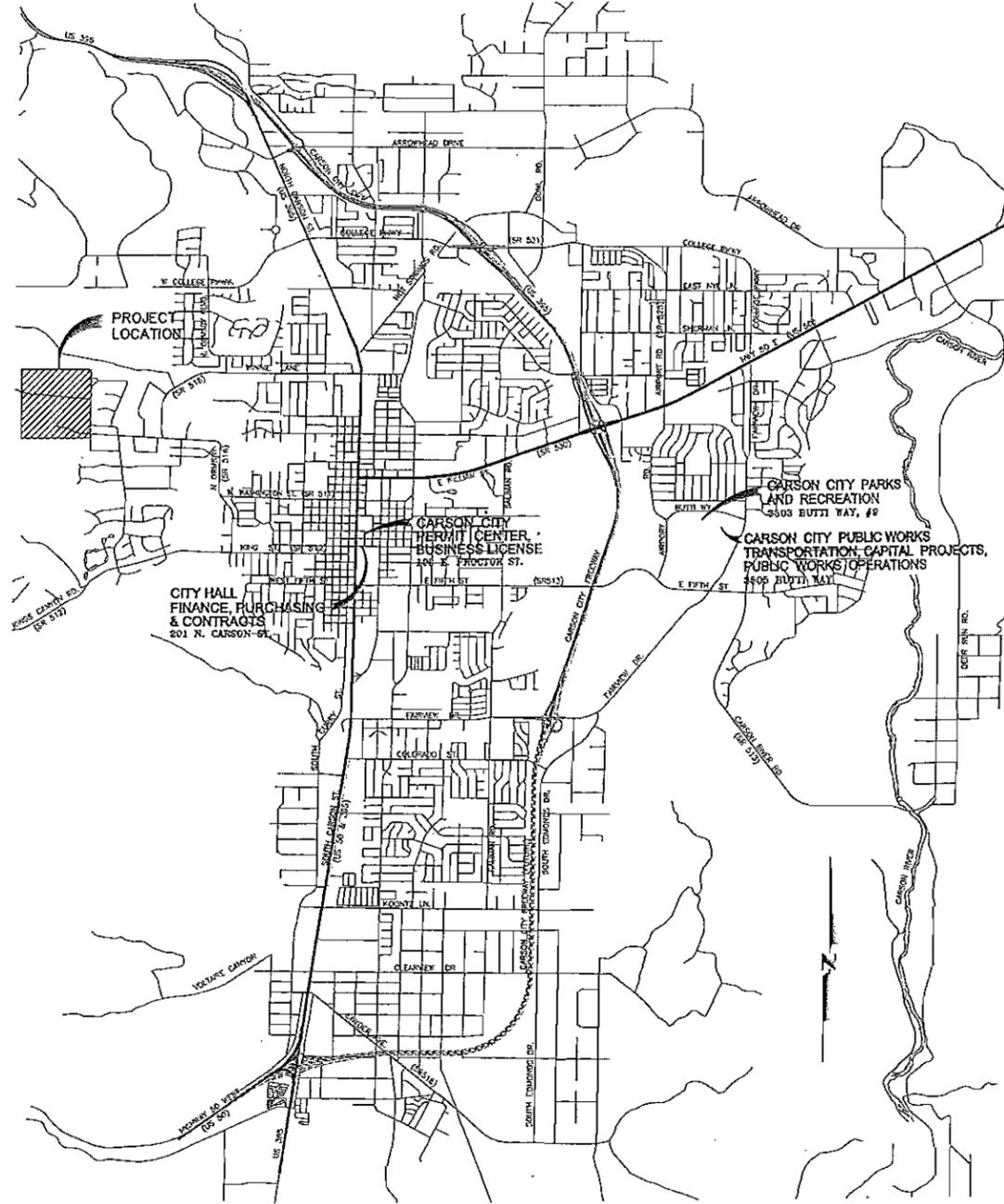
Bob Crowell	Mayor
Karen Abowd	Supervisor
Shelly Aldean	Supervisor
John McKenna	Supervisor
Molly Walt	Supervisor
Alan Glover	City Clerk

## DESIGNED FOR:

CARSON CITY PUBLIC WORKS DEPARTMENT  
OPERATIONS DIVISION  
3505 BUTTI WAY  
CARSON CITY, NV 89701  
887-2355

## GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC) AND THE "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION" (SDPWC) AS ADOPTED BY CARSON CITY. THE CONTRACTOR SHALL OBTAIN A PERMIT FOR PUBLIC WORKS CONSTRUCTION FROM THE CARSON CITY PERMIT CENTER PRIOR TO THE START OF CONSTRUCTION.
- ALL WORK IN 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, 2007 EDITION.
- ALL TRAFFIC CONTROL AND BARRICADES WITHIN THE CARSON CITY RIGHT-OF-WAY SHALL CONFORM TO SECTION 100.33, 332.04 AND 332.05 OF THE STANDARD SPECIFICATIONS, PART 11 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, AND THE UNIFORM CENTER, TEMPORARY TRAFFIC CONTROL GUIDELINES LATEST EDITION. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED AND APPROVED BY THE CARSON CITY ENGINEERING DIVISION PRIOR TO ANY STREET CLOSURES.
- THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT "CALL BEFORE YOU DIG" (811) OR (1-800-227-2600) AT LEAST TWO (2) WORKING DAYS PRIOR TO START OF CONSTRUCTION AND COMPLY WITH THE REQUIREMENTS OF NRS AND NAC 458 THROUGHOUT THE COURSE OF THE WORK. SEWER SERVICE LATERALS ARE NOT OWNED OR MARKED BY CARSON CITY.
- THE CONTRACTOR SHALL CALL THE CARSON CITY ENGINEERING DIVISION (867-2300) TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL ONE (1) WORKING DAY PRIOR TO REQUIRED INSPECTIONS AND TESTING. THE REQUIRED INSPECTIONS AND TESTING ARE LISTED ON THE INSPECTION RECORDS ISSUED WITH EACH PERMIT. THE CONTRACTOR MUST HAVE THE PERMIT NUMBER AND THE DESCRIPTION LISTED ON THE INSPECTION RECORD TO SCHEDULE REQUIRED INSPECTIONS AND TESTING. FOR CITY CONTRACTED PROJECTS, THE CONTRACTOR SHALL SCHEDULE INSPECTIONS PER THE CONTRACT DOCUMENTS.
- FINAL INSPECTIONS WILL BE PERFORMED BY CARSON CITY ENGINEERING DIVISION ACCORDING TO THE CARSON CITY INSPECTIONS AND TESTING PROCEDURES. NOTE: THESE PROCEDURES REQUIRE SUBMITTAL OF RECORD DRAWING PRINTS BY THE CONTRACTOR AND 10 WORKING DAYS TO PREPARE A FINAL PUNCH LIST. ALL CONDITIONS OF THE FINAL INSPECTION MUST BE COMPLETED PRIOR TO FINAL ACCEPTANCE OR ANY APPROVAL OF A CERTIFICATE OF OCCUPANCY BY THE CARSON CITY ENGINEERING DIVISION.
- MODIFICATIONS TO THE APPROVED PLANS REQUIRES REVIEW AND APPROVAL BY THE CARSON CITY ENGINEERING DIVISION. WORK PERFORMED WITHOUT WRITTEN APPROVAL BY CARSON CITY ENGINEERING WILL REQUIRE REMOVAL AT THE CONTRACTOR'S EXPENSE.
- THE APPROVED PLAN, PERMIT AND INSPECTION RECORD MUST BE ON THE JOB SITE AT ALL TIMES.
- PLAN APPROVAL FOR SEWER AND WATER CONSTRUCTION SHALL EXPIRE ONE YEAR FROM DATE OF APPROVAL UNLESS CONSTRUCTION HAS BEEN INITIATED. (CCMC 12.06.160F, 12.01.140D)
- THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR ACQUIRING A STORMWATER DISCHARGE PERMIT FROM THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION (NDEP) INCLUDING DEVELOPING, SUBMITTING AND IMPLEMENTING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL DEVELOP, PLACE AND MAINTAIN STORM WATER PROTECTION DEVICES IN COMPLIANCE WITH THE NEVADA CONTRACTORS FIELD GUIDE FOR CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (JUNE 2008).
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS AT THE PROPOSED POINTS OF CONNECTIONS AND IN AREAS OF POSSIBLE CONFLICT WITH NEW UTILITY INSTALLATION. PRIOR TO BEGINNING CONSTRUCTION, POT-Holing IS REQUIRED. SHOULD THE CONTRACTOR FIND ANY DISCREPANCIES BETWEEN THE UTILITIES EXISTING IN THE FIELD AND THE INFORMATION SHOWN ON THESE DRAWINGS, HE SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
- THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER SHORING OF TRENCHES IN ACCORDANCE WITH OCCUPATIONAL SAFETY LAWS. THE DUTIES OF THE ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON, OR NEAR THE CONSTRUCTION SITE.
- SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.



VICINITY MAP

N.T.S.

## EARTHWORK QUANTITIES

FILL : 4032 CY  
CUT: 9757 CY  
NET: 5725 CY CUT

## SHEET INDEX

- |    |  |
|----|--|
| 1  | TITLE SHEET  |
| 2  | REVEGETATION PLAN & STORM WATER PROTECTION PLAN                        |
| 3  | INDEX SHEET  |
| 4  | PLAN & PROFILE - ASH CANYON ACCESS ROAD (NORTH) STA 10+00 TO STA 18+00 |
| 5  | PLAN & PROFILE - ASH CANYON ACCESS ROAD (NORTH) STA 18+00 TO STA 27+00 |
| 6  | PLAN & PROFILE - ASH CANYON ACCESS ROAD (WEST) STA 70+00 TO STA 78+00  |
| 7  | PLAN & PROFILE - ASH CANYON ACCESS ROAD (WEST) STA 78+00 TO STA 87+00  |
| 8  | PLAN & PROFILE - EAST BERM STA 53+00 TO STA 61+00                      |
| 9  | PLAN & PROFILE - EAST BERM STA 61+00 TO STA 68+75                      |
| 10 | DETAILS  |
| 11 | DETAILS  |
| 12 | DETAILS  |



APPLICATION NO. \_\_\_\_\_  
NDOT APPLICATION NO. \_\_\_\_\_

SHEET  
1  
OF  
12

ASH CANYON ACCESS ROAD  
TITLE SHEET

ASH CANYON ACCESS ROAD

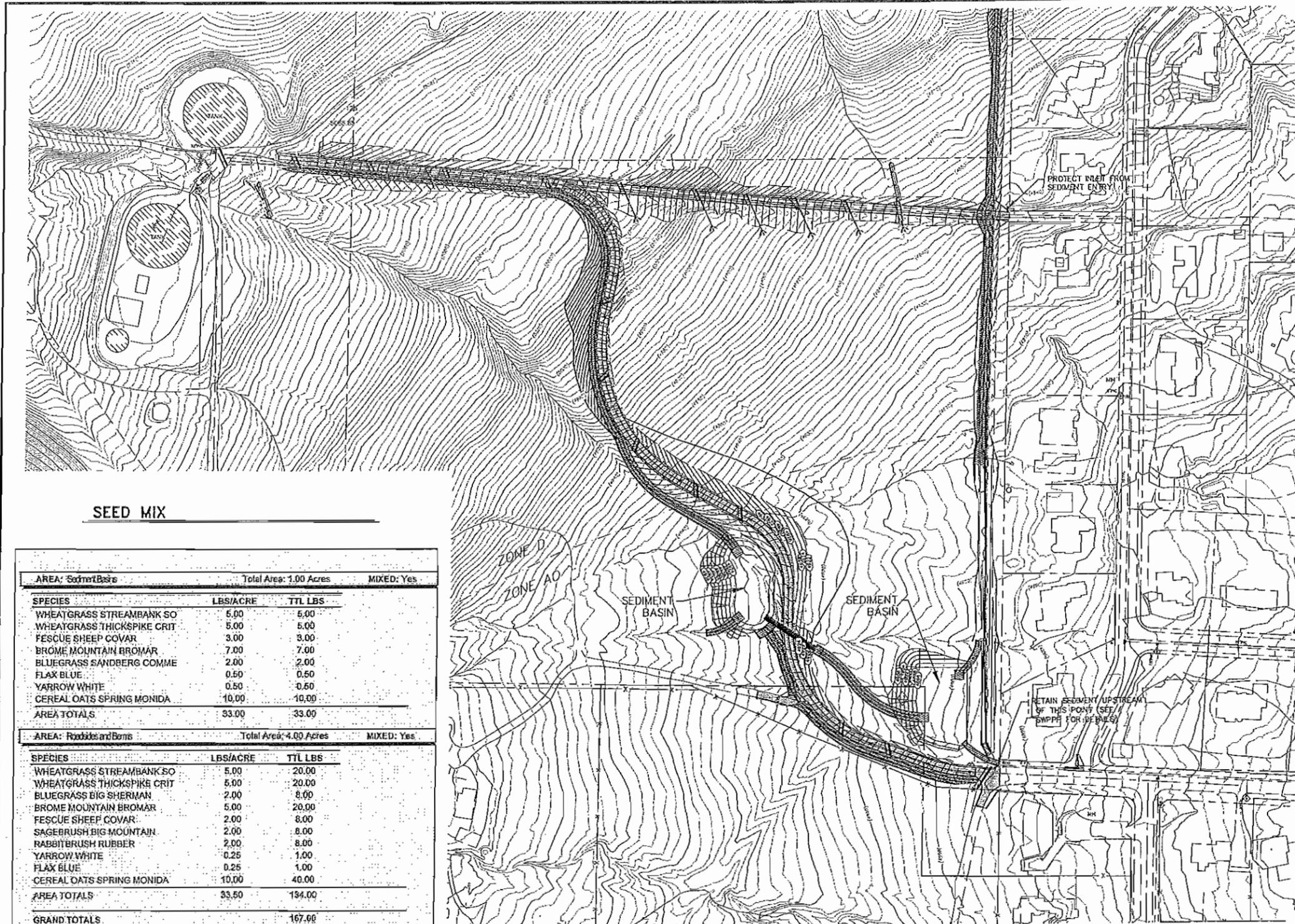
REV.	DATE	DESCRIPTION	BY	APP'D



CARSON CITY  
PUBLIC WORKS DEPARTMENT  
3505 BUTTI WAY CARSON CITY, NEVADA 89701  
PH: 887-2355 FAX: 867-2112

DESIGNED BY: RF  
DRAWN BY: RD  
CHECKED BY: RF  
DWG NO.: ASH0001-1S  
SCALE (PLOT): XX  
SCALE (PRINT): XX  
PLOT DATE: 7/23/12

PERMIT No.



**SEED MIX**

AREA: Sediment Basins		
Total Area: 1.00 Acres		
MIXED: Yes		
SPECIES	LBS/ACRE	TTL LBS
WHEATGRASS STREAMBANK SO	5.00	5.00
WHEATGRASS THICKSPIKE CRIT	5.00	5.00
FESCUE SHEEP COVAR	3.00	3.00
BROME MOUNTAIN BROMAR	7.00	7.00
BLUEGRASS SANDBERG COMME	2.00	2.00
FLAX BLUE	0.50	0.50
YARROW WHITE	0.50	0.50
CEREAL OATS SPRING MONIDA	10.00	10.00
AREA TOTALS	33.00	33.00

AREA: Roadides and Berms		
Total Area: 4.00 Acres		
MIXED: Yes		
SPECIES	LBS/ACRE	TTL LBS
WHEATGRASS STREAMBANK SO	5.00	20.00
WHEATGRASS THICKSPIKE CRIT	5.00	20.00
BLUEGRASS BIG SHERMAN	2.00	8.00
BROME MOUNTAIN BROMAR	5.00	20.00
FESCUE SHEEP COVAR	2.00	8.00
SAGEBRUSH BIG MOUNTAIN	2.00	8.00
RABBITBRUSH RUBBER	2.00	8.00
YARROW WHITE	0.25	1.00
FLAX BLUE	0.25	1.00
CEREAL OATS SPRING MONIDA	10.00	40.00
AREA TOTALS	33.50	134.00

GRAND TOTALS		
		167.00

**STORMWATER PROTECTION PLAN**

SCALE: 1" = 100' HORIZ.

**NOTES:**

1. THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR ACQUIRING A STORMWATER DISCHARGE PERMIT FROM THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION (NDEP) INCLUDING DEVELOPING, SUBMITTING AND IMPLEMENTING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL DEVELOP, PLACE AND MAINTAIN STORM WATER PROTECTION DEVICES IN COMPLIANCE WITH THE NEVADA CONTRACTORS FIELD GUIDE FOR CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (JUNE 2008).
2. ALL DISTURBED SOILS SHALL BE RESEEDDED UPON COMPLETION OF CONSTRUCTION UNLESS OTHERWISE SPECIFIED.



DESIGNED BY: RF	<b>CARSON CITY DEPARTMENT</b> <b>PUBLIC WORKS DEPARTMENT</b> 3505 BUTTE WAY CARSON CITY, NEVADA 89701 PH: 897-2335 FAX: 897-2112
DRAWN BY: RB	
CHECKED BY: RF	
DWG NO.: 14-000000-0000	
DATE: 2/3/12	
BY: APP'D	<b>ASH CANYON ACCESS ROAD</b> <b>REVEGETATION PLAN &amp;</b> <b>STORM WATER PROTECTION PLAN</b>
DESCRIPTION	
DATE	
REV.	
SHEET <b>2</b> OF <b>12</b>	