



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: May 5, 2016

Staff Contact: Stephanie Hicks, Real Property Manager (SHicks@carson.org)

Agenda Title: For possible action to recognize Eagle Valley Children's Home and accept their donation in memory of Art Hannafin of three easements to the Carson City Open Space Division for the Historic V&T Railroad Pathway Right-of-Way and the V&T/Carson Tahoe Hospital Connector.

Staff Summary: The Eagle Valley Children's Home is generously donating three easements in memory of Art Hannafin. One 30' access easement will provide a connector between the Carson Tahoe Hospital and the V&T Pathway for recreational use. The other two easements are located along the V&T Pathway and may be used for utilities and recreational purposes.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to recognize Eagle Valley Children's Home and accept their donation in memory of Art Hannafin of three easements to the Carson City Open Space Division for the Historic V&T Railroad Pathway Right-of-way and the V&T/Carson Tahoe Hospital Connector.

Board's Strategic Goal

Quality of Life

Previous Action

February 19, 2015. Possible Action: To accept the recommendation of the Open Space Advisory Committee to approve the work program outline calling for the administration of the open space portion of the Quality of Life fund for management activities, capital improvement projects, planning activities, and land acquisitions for calendar year 2015. Motion approved 5-0.

Background/Issues & Analysis

The Unified Pathways Master Plan identifies a few routes within the area of the Eagle Valley Children's Home. The V&T Pathway is identified as a proposed off-street / paved / multi-use trail. Along the north side of the Eagle Valley Children's Home, the pathway is identified as an off-street / paved / shared use trail. Both are non-motorized.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Municipal Code 13.06 Open Space
Carson City Unified Pathways Master Plan

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

1) Quality of Life - Open Space: Professional Services 254-5047-452-0309

2) Quality of Life - Maintenance/Management 254-5047-452-0450

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Professional services are needed to conduct field surveys and identify the correct trail alignments. It is anticipated the single-track trails will be constructed with volunteers. The maintenance/management account is available for equipment, tools, and/or future maintenance of the trails.

Alternatives

1) Suggest modification to the easement

2) Not approve

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

APN 007-511-06

AFTER RECORDATION RETURN TO:

Mark Forsberg, Esq.
Oshinski & Forsberg, Ltd.
504 E. Musser St. Suite 302
Carson City, Nevada 89701

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (per NRS 239B.030)

**GRANT OF NON-EXCLUSIVE EASEMENT
CARSON CITY OPEN SPACE**

**V&T RAILROAD HISTORIC PATHWAY RIGHT OF WAY
AND
THE V&T / CARSON TAHOE HOSPITAL CONNECTOR**

This Non-Exclusive Easement is made and entered into this _____ day of _____, 2016, by and between the NEVADA CHILDREN'S FOUNDATION INC., a Nevada Non-Profit corporation, hereinafter referred to as GRANTOR, and CARSON CITY, a political subdivision of the State of Nevada, hereinafter referred to as GRANTEE or CARSON CITY.

WHEREAS, the GRANTOR is the owner of Carson City Assessor Parcel Number 007-511-06, which said parcel is owned by the NEVADA CHILDREN'S FOUNDATION INC., and

WHEREAS, GRANTEE, has made application to and wishes to obtain from GRANTOR easements over two separate portions of GRANTOR'S property as follows:

1) for the purpose of a V&T multiple use non-motorized pathway along with necessary slope excavation for the pathway (the V&T Pathway) and

2) for the purpose of a multiple use non-motorized pathway to connect the V&T pathway to the Carson Tahoe Hospital(CTH) (the "V&T/CTH Connector"),

together the "Pathway Projects," and

WHEREAS GRANTEE also wishes to obtain an easement for future utility work that may occur within the easement for the V&T Pathway only, and

WHEREAS GRANTOR wishes to grant said easements (the "Non-Exclusive Easement") on the terms and conditions set forth herein,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Easement for the purposes stated above, which includes access under, over, across and/or through the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, of the Pathway Projects upon, over, under, across and/or through a portion of that certain property situate in Section 36 Township 16 North, Range 19 East, as shown on EXHIBIT A attached hereto as Easement 1, the V&T Pathway; and Easement 2, the V&T/CTH Connector, incorporated herein by reference and made a part hereof. The locations of the easements are depicted on EXHIBIT B attached hereto and by reference made a part hereof.

AS FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, GRANTEE, for itself and its successors and assignees and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

PURPOSE: The property described on EXHIBIT A as 30' Access Easement, V&T /CTH connector, may be used by GRANTEE for recreation purposes only and will be open to the public, and the property described on EXHIBIT A as Easement No. 1 and Easement

No. 2, V&T Pathway, may be used for utilities and by the public for recreation purposes. Any utilities placed in the V&T Pathway easement shall be installed underground.

LIMITS OF EASEMENTS: This Non-Exclusive Easement extends only to the areas described in EXHIBITS A and B and shall not be construed to authorize access across other private lands. If GRANTEE desires to utilize other portions of GRANTOR's property not granted to it through this Non-Exclusive Easement, GRANTEE must first obtain from GRANTOR, in writing, a permit, license, easement or other authorization to do so.

PERMITS: This Non-Exclusive Easement is contingent upon and subject to the acquisition by GRANTEE of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

INDEMNIFICATION: GRANTEE, its successors and assignees, and/or agent(s) or contractor(s) as Indemnitor agrees to indemnify, defend and hold harmless GRANTOR and its agents, successors and assignees from and against any and all liability for personal injuries and all other claims, actions, damages and expenses, or for loss of life or property resulting from, or in any way connected with, the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the construction and maintenance of Pathway Projects within the easements. This indemnification does not exclude or diminish GRANTEE's right to participate in the defense of a matter subject to this indemnification.

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

INSURANCE; CONTRACTORS AND SUB-CONTRACTORS: This provision is applicable to all non-governmental entities or persons engaged to work within the easements granted by this Non-Exclusive Easement and does not apply to GRANTEE, a public entity and political subdivision of the State of Nevada. GRANTEE agrees to carry and to require its contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which maintains a rating by A. M. Best of A-VII or better. The insurance policy obtained by GRANTEE shall be kept in full force and effect during the term of this Non-Exclusive Easement. Such insurance policy shall be, at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement name the GRANTOR as an additional insured for all liability arising from the use of said land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured parties. GRANTEE agrees to provide and to require

its contractors and sub-contractors to provide to the GRANTOR the Accord 25 Certificate of Insurance as proof of the insurance and an additional insured endorsement, signed by an authorized insurance company representative, to evidence the endorsement of GRANTOR as an additional insured. The certificate of insurance and additional insured endorsement shall be provided by each contractor and sub-contractor prior to their entry upon GRANTOR'S property and be sent to:

Eagle Valley Children's Home
2300 Eagle Valley Ranch Rd.
Carson City, NV 89703
Attn: Executive Director

PLANS AND PHOTOGRAPHS: The Pathway Projects and related activities must be completed in accordance with the approved application and plans dated _____, on file in the office of Carson City Open Space. The GRANTOR must be notified of and give prior written approval of any proposed alterations to the approved plans whether the proposed alternative is proposed prior to the commencement or during construction of the Pathway Projects and related activities, or if alterations are proposed after completion of the Pathway Projects. GRANTEE agrees to provide GRANTOR with a set of before and after construction photographs of the Pathway Projects to be taken from established points agreed to by GRANTOR. GRANTEE agrees to provide to GRANTOR a set of record "as-built" drawings of the Pathway Projects within six months of completion of construction or any alteration of the Pathway Projects thereof.

INSPECTION: GRANTOR retains the right to inspect the easement at any time. GRANTEE agrees to notify GRANTOR at least two (2) business days prior to the commencement and termination of any activities undertaken pursuant to this Non-Exclusive Easement to allow GRANTOR or its agents the opportunity to inspect said easement.

EXISTING EASEMENTS: GRANTEE, its successors and assignees, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Pathway Projects and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon GRANTOR'S land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

DAMAGE TO LAND: GRANTEE, on behalf of itself and its successors and assignees, and/or its agent(s) or contractor(s), agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use,

operation, inspection, future maintenance, repairs, or reconstruction of the Pathway Projects or other activities within the Non-Exclusive Easement. GRANTEE shall promptly make or cause to be made any necessary repairs.

MAINTENANCE: GRANTEE, its successors and assignees, shall maintain all work done by GRANTEE within the Non-Exclusive Easement and understands and agrees that the Pathway Projects must be maintained by GRANTEE in good repair at all times.

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

TERM: This Non-Exclusive Easement shall continue unless an uncured breach occurs, and will be permanent so long as the same may be necessary and it is required for the purposes for which it is granted.

BREACH; NOTICE: Failure to comply with any of the conditions contained herein will constitute a breach which, if not cured, shall cause this Non-Exclusive Easement to become invalid. GRANTOR shall give GRANTEE written notice of any breach by certified or registered mail or by overnight delivery service, return receipt requested, addressed to Carson City Manager, 201 North Carson Street, Suite 2, Carson City, Nevada 89701. GRANTEE shall have 90 days from the date of the notice in which to cure the breach. If GRANTEE fails to cure a breach within 90 days of the date of the notice thereof, GRANTEE shall remove all improvements and appurtenances at its sole cost and expense, restore the easement as nearly as reasonably possible to its pre-easement condition and prepare and record a document relinquishing this Non-Exclusive Easement. All right, title and interest in the Non-Exclusive Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Easement to its contractors prior to entering and beginning any work on the property described herein.

WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Easement or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

SURVIVAL: Except as otherwise provided herein, this Non-Exclusive Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the assignees and successors of the parties hereto, and shall be deemed to run with the land. GRANTOR may not assign this Non-Exclusive Easement without the written consent of GRANTOR.

ENTIRE AGREEMENT: This Non-Exclusive Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the

matters contained herein. No prior agreement, understanding or oral statement made by any party is a part hereof. No provisions of the Non-Exclusive Easement may be amended or modified in any manner whatsoever unless memorialized in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Easement shall be binding upon GRANTOR and GRANTEE, their successors and assignees.

AMENDMENT OR MODIFICATION: This Non-Exclusive Easement may be amended or modified at any time with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto and recorded in the official records of the Carson City Recorder.

SEVERABILITY: If any term or provision of this Non-Exclusive Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Non-Exclusive Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Easement shall be valid and shall be enforced to the fullest extent permitted by law.

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

VENUE: Any lawsuit brought to resolve a dispute arising from this Non- Exclusive Easement must be brought in Carson City, Nevada.

RECORDING: This Non-Exclusive Easement shall be recorded in the official real estate records of the county in which the property is located. GRANTEE shall be responsible for all recording fees.

MISCELLANEOUS: All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assignees as the case may be of the respective parties. Authorization given by the GRANTOR does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

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

[signatures on following page]

GRANTOR

NEVADA CHILDREN'S
FOUNDATION, INC., a Nevada
Non-Profit Corporation

By: _____

Its _____

STATE OF NEVADA)
) ss.
CARSON CITY)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

GRANTEE

CARSON CITY, a political
subdivision of the State of Nevada

By _____
Robert Crowell, Mayor

ATTEST:

City Clerk

Sue Merriwether



Land Information Solutions

TRI STATE SURVEYING, LTD.

425 East Long Street

Carson City, Nevada 89706

Telephone (775) 887-9911 ♦ FAX (775) 887-9915

Toll Free: 1-800-411-3752

Exhibit "A" 30' Access Easement

A strip of land 30.00 feet in width, situate within a portion of the SE 1/4 of Section 36, Township 16 North, Range 19 East, MDM, Carson City, State of Nevada, being centered on the following described centerline:

Beginning at a point on the easterly line of the V & T Trail Easement from which the Northeast corner of Section 1, T.15N., R.19E. bears South 55°17'23" West, 2662.95 feet.

Thence North 25°57'29" West, 197.41 feet to the beginning of a curve to the right having a radius of 50.00 feet;

Thence northerly along said curve having a central angle of 114°35'30" and an arc length of 100.00 feet to the beginning of a compound curve to the right having a radius of 100.00 feet;

Thence easterly along said curve having a central angle of 57°17'45" and an arc length of 100.00 feet;

Thence South 34°04'14" East, 28.63 feet;

Thence South 48°43'04" East, 53.02 feet to the beginning of a curve to the left having a radius of 20.00 feet;

Thence northeasterly along said curve having a central angle of 149°48'37" and an arc length of 52.29 feet;

Thence North 18°31'41" West, 52.58 feet to the beginning of a non-tangent curve to the left having a radius of 2017.00 feet and a chord bearing of South 68°31'45" East, 64.46 feet;

Thence southeasterly along said curve having a central angle of 1°49'52" and an arc length of 64.46 feet;

Thence South 46°35'31" East, 145.07 feet;

Thence South 67°07'54" East, 63.46 feet to the beginning of a curve to the left having a radius of 100.00 feet;

Thence easterly along said curve having a central angle of 27°41'51" and an arc length of 48.34 feet to the beginning of a reverse curve to the right having a radius of 491.06 feet;

Thence easterly along said curve having a central angle of 16°02'21" and an arc length of 137.47 feet;

Thence South 78°47'24" East, 30.12 feet to the beginning of a curve to the right having a radius of 2.00 feet;

Thence southerly along said curve having a central angle of $130^{\circ}41'12''$ and an arc length of 4.56 feet;

Thence South $51^{\circ}53'48''$ West, 83.99 feet to the beginning of a curve to the left having a radius of 7.00 feet;

Thence southeasterly along said curve having a central angle of $148^{\circ}17'49''$ and an arc length of 18.12 feet;

Thence North $83^{\circ}35'59''$ East, 153.34 feet to the beginning of a curve to the left having a radius of 100.00 feet;

Thence easterly along said curve having a central angle of $28^{\circ}38'52''$ and an arc length of 50.00 feet to the beginning of a reverse curve to the right having a radius of 50.00 feet;

Thence easterly along said curve having a central angle of $34^{\circ}22'39''$ and an arc length of 30.00 feet;

Thence North $89^{\circ}19'46''$ East, 42.32 feet to the beginning of a curve to the right having a radius of 100.00 feet;

Thence easterly along said curve having a central angle of $15^{\circ}24'15''$ and an arc length of 26.89 feet;

Thence South $75^{\circ}15'59''$ East, 60.39 feet;

Thence South $78^{\circ}19'48''$ East, 151.93 feet to the beginning of a curve to the left having a radius of 10.00 feet;

Thence northerly along said curve having a central angle of $114^{\circ}33'40''$ and an arc length of 19.99 feet;

Thence North $12^{\circ}53'28''$ West, 31.51 feet to the beginning of a curve to the right having a radius of 5.00 feet;

Thence northeasterly along said curve having a central angle of $35^{\circ}17'53''$ and an arc length of 3.08 feet to the **POINT OF TERMINUS** and also being a point on the southerly right of way line of US Highway 395 from which said Northeast corner of Section 6 bears South $37^{\circ}43'36''$ East;

The sideline boundaries of said strip are to be lengthened or shortened to begin against the easterly sideline of the above mentioned V & T Trail Easement, intersect at all angle points and end at the southerly right of way line of US Highway 395.

The basis of bearing of this description is North $89^{\circ}14'01''$ West, being the grid bearing of the North line of the NW 1/4 of Section 6, Township 15 North, Range 20 East, MDM. NAD83(94) Nevada State Plane Zone West.

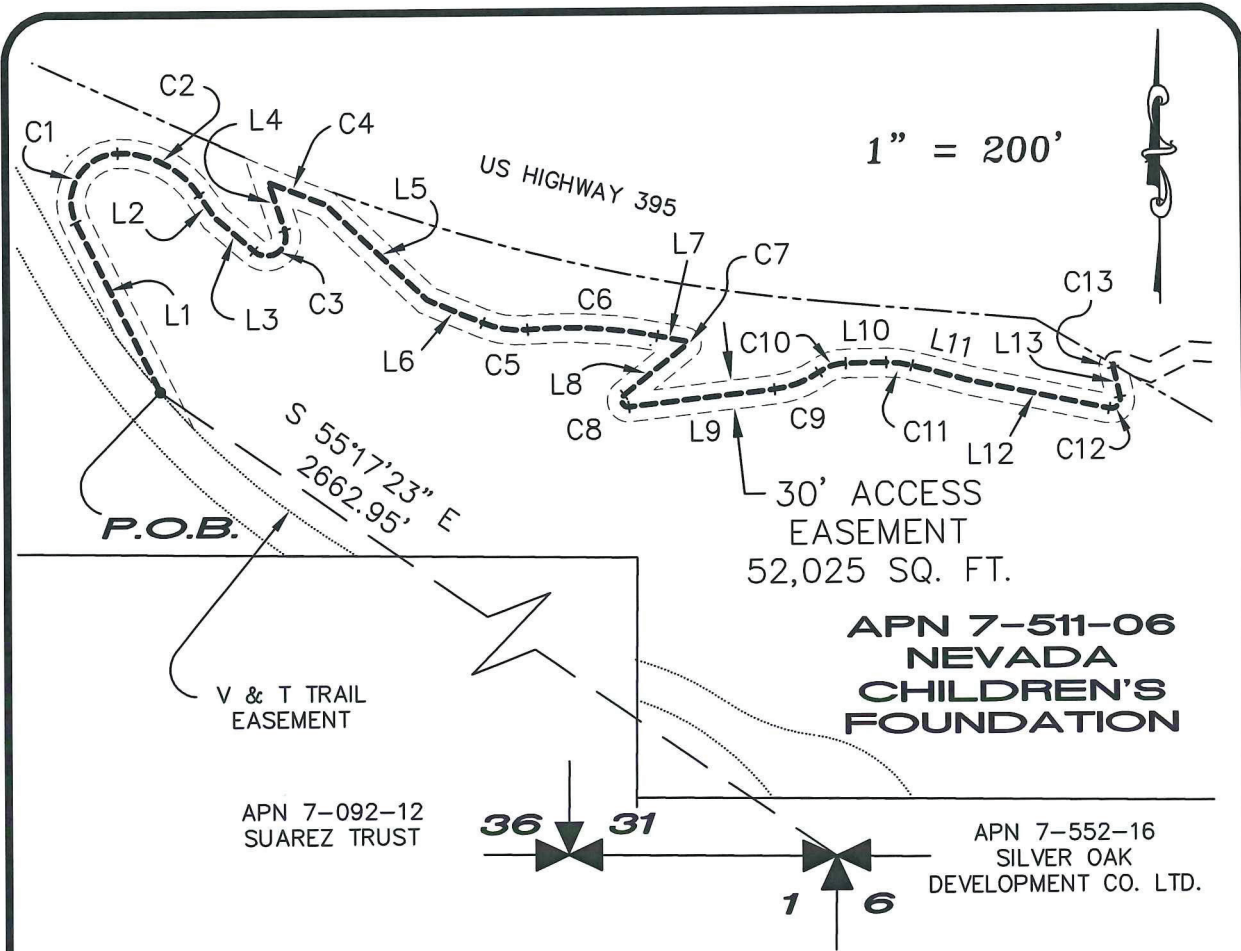
Contains 52,025 square feet, more or less.

Prepared by:
TRI STATE SURVEYING, LTD.



03/09/2016

David C. Crook, P.L.S.
Nevada Certificate No. 10836



APN 7-092-12
SUAREZ TRUST

APN 7-552-16
SILVER OAK
DEVELOPMENT CO. LTD.

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	50.00'	114°35'30"	100.00'	S31°20'16"W	84.15'
C2	100.00'	57°17'45"	100.00'	N62°43'06"W	95.89'
C3	20.00'	149°48'37"	52.29'	N56°22'38"E	38.62'
C4	2017.00'	1°49'52"	64.46'	S68°31'45"E	64.46'
C5	100.00'	27°41'51"	48.34'	S80°58'50"E	47.87'
C6	491.06'	16°02'22"	137.47'	N86°48'34"W	137.02'
C7	2.00'	130°41'12"	4.56'	N13°26'48"W	3.64'
C8	7.00'	148°17'49"	18.12'	S22°15'06"E	13.47'
C9	100.00'	28°38'52"	50.00'	N69°16'33"E	49.48'
C10	50.00'	34°22'39"	30.00'	S72°08'26"W	29.55'
C11	100.00'	15°24'16"	26.89'	N82°58'06"W	26.80'
C12	10.00'	114°33'40"	19.99'	N44°23'22"E	16.83'
C13	5.00'	35°17'54"	3.08'	S04°45'28"W	3.03'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S25°57'29"E	197.41'
L2	N34°04'14"W	28.63'
L3	N48°43'04"W	53.02'
L4	S18°31'41"E	52.58'
L5	N46°35'31"W	145.07'
L6	N67°07'54"W	63.46'
L7	N78°47'24"W	30.12'
L8	N51°53'48"E	83.99'
L9	S83°35'59"W	153.34'
L10	S89°19'46"W	42.32'
L11	N75°15'59"W	60.39'
L12	N78°19'48"W	151.93'
L13	S12°53'28"E	31.51'

EXHIBIT "B"

A PORTION OF THE SW 1/4 OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 19 EAST, M.D.M. CARSON CITY, NEVADA



TRI STATE SURVEYING, LTD
425 E. Long Street
Carson City, Nevada 89706
(775) 887-9911
* FAX: (775) 887-9915

Land Information Solutions

JN 11120.01.CM TASK 005



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Toll Free: 1-800-411-3752

JN 11120.04.CM

EXHIBIT 'A' **Legal Description to Support a** **Dedication of a Permanent Easement**

An easement, being a portion of Parcel 2 as shown on the Record of Survey to Support a Lot Line Adjustment recorded on May 30, 2002 in Book 9, Page 2452 as Document No. 278811 in the Official Records of Carson City, situate within the Southeast One-Quarter (SE 1/4) of Section Thirty-Six (36), Township Sixteen (16) North, Range Nineteen (19) East, M.D.M., Carson City, State of Nevada, being more particularly described as follows:

Easement No. 1

COMMENCING at most Westerly common corner of said Parcel 2 and Lot 1 of Silver Oak, Phase 13 recorded in Book 3, Page 2393 as Document No. 256508 in the Official Records of Carson City, Nevada;

THENCE along the West line of said Parcel 2, North 00°31'27" East, 102.05 feet to the POINT OF BEGINNING

THENCE from the POINT OF BEGINNING, along said West line, North 0°34'00" East, 41.81 feet to a point on a non-tangent 330.00 foot radius curve on the right, from which a radial line bears South 16°23'47" West;

THENCE departing said West line, 106.73 feet along said curve through a central angle of 18°31'52" to a beginning of a 199.00 foot radius reverse curve;

THENCE 95.51 feet along said reverse curve, through a central angle of 27°29'52" to the beginning of a 141.83 foot radius reverse curve;

THENCE 126.80 feet along said curve, through a central angle of 51°13'28" to a point on the South line of said Parcel 2;

THENCE along said South line, North 89°21'51" West, 145.83 feet to a point on a non-tangent 290.00 foot radius curve to the left from which a radial line bears South 53°49'55" West;

THENCE departing said South line, 178.07 feet along the arc of said curve through a central angle of 35°10'54" to the POINT OF BEGINNING.

Contains 14,505 square feet, (0.34 acres) more or less.

Easement No. 2

COMMENCING at most Westerly common corner of said Parcel 2 and Lot 1 of Silver Oak, Phase 13 recorded in Book 3, Page 2393 as Document No. 256508 in the Official Records of Carson City, Nevada;

THENCE along the West line of said Parcel 2, North 0°31'27" East, 251.25 feet;

THENCE along the South line of said Parcel 2, North 89°18'10" West, 294.33 feet to the POINT OF BEGINNING;

THENCE from the POINT OF BEGINNING, along said South line, South 89°18'10" West, 75.54 feet to beginning of a non-tangent 850.00 foot radius curve to the right from which a radial line bears North 34°51'21" East;

THENCE 390.57 feet along said curve, through a central angle of 26°19'38";

THENCE North 28°49'00" West, 340.75 feet to a point on the Southerly right-of-way line of U.S Highway 395;

THENCE along said line, South 65°54'26" West, 89.64 feet;

THENCE departing said line, South 9°28'00" East, 42.44 feet;

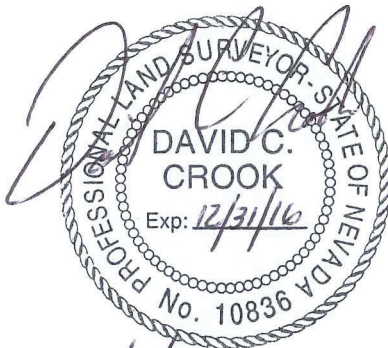
THENCE South 28°49'00" West, 229.20 feet to the beginning of a 810.00 foot radius curve to the left,

THENCE 434.76 feet along said curve, through a central angle of 30°45'12" to the POINT OF BEGINNING.

Contains 29,464 square feet, (0.68 acres) more or less.

The Basis of Bearing of this description is Grid North, NAD83(94) Nevada Zone West.

Prepared by Tri State Surveying, Ltd.

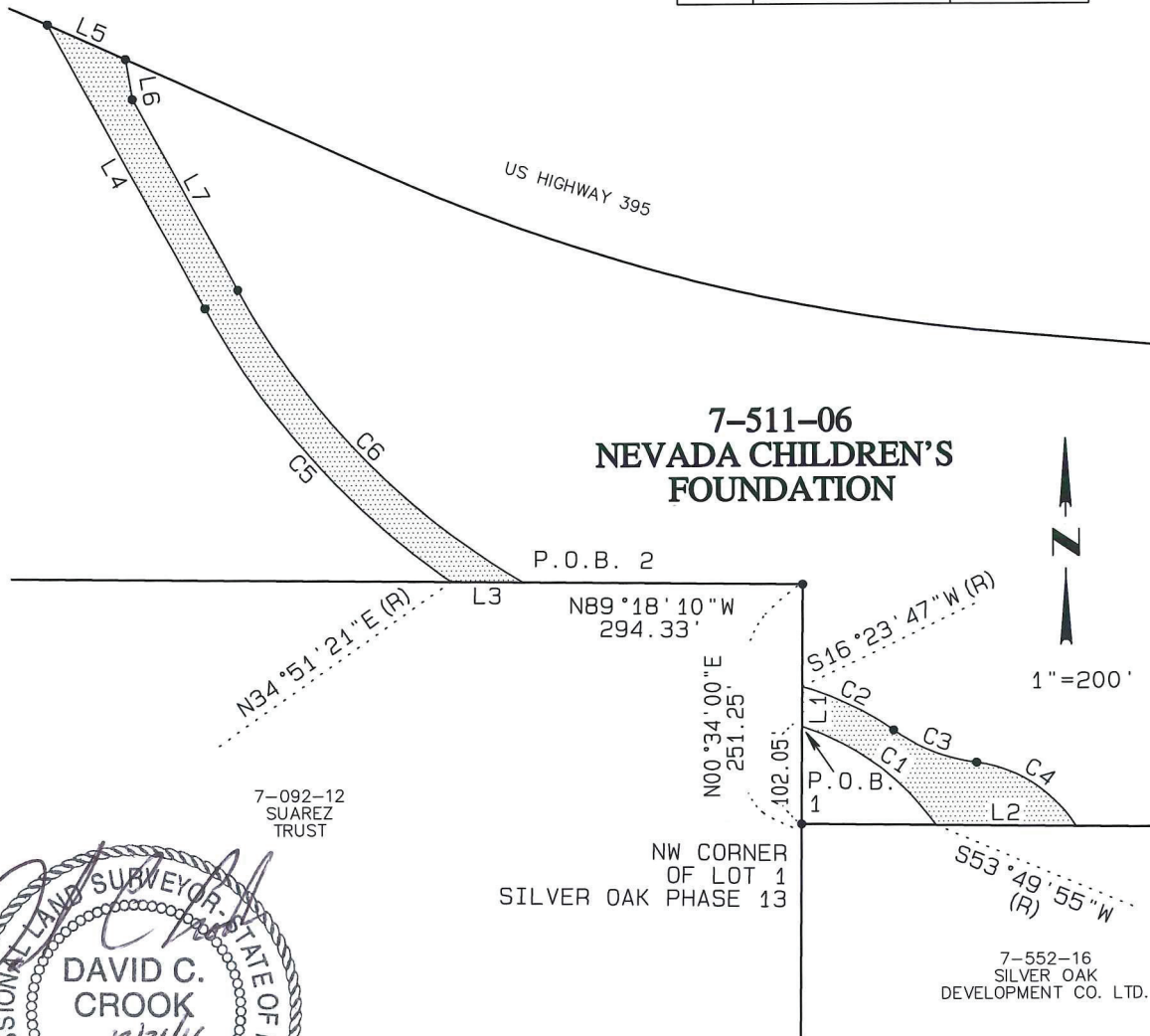


03/07/2016
David C. Crook, PLS
Nevada Certificate No. 10836

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE USED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

LINE	DELTA	RADIUS	ARC
C1	35°10'54"	290.00'	178.07'
C2	18°31'52"	330.00'	106.73'
C3	27°29'52"	199.00'	95.51'
C4	51°13'28"	141.83'	126.80'
C5	26°19'38"	850.00'	390.57'
C6	30°45'12"	810.00'	434.76'

LINE	BEARING	DISTANCE
L1	S00°34'00"W	41.81'
L2	N89°21'51"W	145.83'
L3	S89°18'10"E	75.54'
L4	S28°49'00"E	340.75'
L5	N65°54'26"W	89.64'
L6	N09°28'00"W	42.44'
L7	N28°49'00"W	229.20'



7-092-12
SUAREZ
TRUST

7-511-06
**NEVADA CHILDREN'S
FOUNDATION**

US HIGHWAY 395

P.O.B. 2

N34°51'21"E (R) L3

N89°18'10"W
294.33'

N00°34'00"E
251.25'

S16°23'47"W (R)

L1 C2 C3 C4

P.O.B. 1

S53°49'55"W (R)

7-552-16
SILVER OAK
DEVELOPMENT CO. LTD.

1" = 200'

DAVID C. CROOK
Exp: 12/31/16
No. 10836
03/07/2016

EXHIBIT 'B'

A PORTION OF THE SW 1/4 OF
SECTION 36, TOWNSHIP 16 NORTH,
RANGE 19 EAST, M.D.M.

CARSON CITY

NEVADA



TRI STATE SURVEYING, LTD

425 E. Long Street
Carson City, Nevada 89706
(775) 887-9911

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Land Information Solutions

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Eagle Valley Children's Home Donation of Easement

