



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** May 17, 2018

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: To accept a public access easement located across APNs 008-531-44 and -45; a public utility easement located across APNs 008-531-44 and -45; a Brunswick Canyon Road Gate easement located on APN 008-531-45; and approve an Agreement between Carson City and General Thomas Hill, LLC for rights and responsibilities regarding the gate located on Brunswick Canyon Road on APN 008-531-45. (Jennifer Budge; JBudge@carson.org and Stephanie Hicks; SHicks@carson.org)

**Staff Summary:** General Thomas Hill, LLC, recently acquired Assessor Parcel Numbers (APN) 008-531-44 and -45 from T.E. Bertagnolli and Associates. Prior to their ownership of the property, an electronically operated gate was installed by T.E Bertagnolli and Associates on a portion of Brunswick Canyon Road located on APN 008-531-45. While Carson City did not install the Brunswick Canyon Road gate, the City worked with the Bertagnolli's to maintain and operate the gate since April 2016. General Thomas Hill and the City both desire that the City continue to operate the gate, while jointly funding the maintenance. The proposed agreement defines the rights and responsibilities, along with the Brunswick Canyon Road Gate easement which defines the area. Additionally, General Thomas Hill, LLC has agreed to provide a public access easement and a public utility easement along APNs 008-531-44 and -45 in order to clarify the rights of use along Brunswick Canyon Road.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

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## **Proposed Motion**

Move to accept a public access easement located across APNs 008-531-44 and -45; a public utility easement located across APNs 008-531-44 and -45; a Brunswick Canyon Road Gate easement located on APN 008-531-45; and approve an Agreement between Carson City and General Thomas Hill, LLC for rights and responsibilities regarding the gate located on Brunswick Canyon Road on APN 008-531-45.

## **Board's Strategic Goal**

Quality of Life

## **Previous Action**

None

## **Background/Issues & Analysis**

Although not a City owned right-of-way, Brunswick Canyon Road has been used for public access since at least the early 1900's. Brunswick Canyon Road provides access to over 871.3 acres of Carson River Canyon Open Space.

In 1984, Carson City filed a Condemnation Complaint to acquire a public utility easement along Brunswick Canyon Road from T.E. Bertagnolli and Associates for access, operation and maintenance of the municipal waste water effluent pipeline and associated improvements. An Order for Occupancy in favor of the City was filed and court records indicate that distribution for just compensation was paid and received. However, no easement

deed was ever recorded. Carson City constructed the waste water effluent pipeline and associated improvements and continues to maintain them to this date.

An electronically operated gate was installed on a portion of Brunswick Canyon Road by T.E Bertagnolli and Associates. In cooperation with the City, Bertagnolli worked with the City to make improvements to the gate for the benefit of the owner, as well as the City. The intent of the gate is to reduce illegal dumping, vandalism and reduce opportunities for injury during night-time hours. Since approximately April 2016, Carson City has been maintaining Brunswick Canyon Road Gate.

In 2017, the property was purchased by Poker Brown, a Delaware LLC, and the City entered into discussions with the new property owner regarding public access along Brunswick Canyon Road, the unrecorded public utility easement for the waste water effluent infrastructure, and maintenance and operation of the Brunswick Canyon Road Gate. In 2018, the property was deeded over to General Thomas Hill, LLC, a new Nevada LLC for the same company. Both the City and General Thomas Hill, LLC agree that is it mutually beneficial to continue to operate the Brunswick Canyon Road gate in order to reduce access and potential criminal activity in the Carson River Canyon after dark. General Thomas Hill, LLC has agreed to share equally all costs for maintenance, repair and improvement of the Brunswick Canyon Road Gate. Additional terms and conditions are outlined in the agreement including a termination clause allowing either party to terminate the agreement with a sixty (60) day written notice.

In addition to the agreement and easement for the Brunswick Canyon Road Gate, General Thomas Hill, LLC has agreed to provide a public access easement and a public utility easement along APNs 008-531-44 and -45 in order to clarify rights of use along Brunswick Canyon Road.

**Applicable Statute, Code, Policy, Rule or Regulation**

N/A

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: 254-5047-452.04-50

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: It is estimated that the City's portion of the maintenance will not exceed \$5,000 per year. There are adequate funds in the Quality of Life Open Space fund to support joint maintenance of the Brunswick Canyon gate in cooperation with General Thomas Hill, LLC.

**Alternatives**

Do not accept accept staff's recommendation and propose a modified motion or alternate direction to staff.

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

APN 008-531-44 & 008-531-45

AFTER RECORDING RETURN TO:  
STEPHANIE HICKS, REAL PROPERTY MANAGER  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NEVADA 89701

PUBLIC ACCESS EASEMENT DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2018, General Thomas Hill, LLC, as their interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, hereby grant to the CITY, for the purpose of a permanent public access easement upon, under, over and across certain real property to the CITY; said easement is shown and more fully described as on Exhibit "A", attached hereto and made a part hereof.

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

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

\_\_\_\_\_  
General Thomas Hill, LLC

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**ACCESS EASEMENT**  
(Over A.P.N.'s 008-531-44 and 008-531-45)

A strip of land forty foot (40') wide located within a portion of Section 12, Township 15 North, Range 20 East, Mount Diablo Meridian, Carson City, Nevada, said strip of land lying twenty feet (20') on both sides of the following described centerline:

**COMMENCING** at Carson City Control Monument CC022 as shown on the Record of Survey for Poker Brown, LLC, filed for record May 17, 2017 in the office of Recorder, Carson City as Document 475319;

thence North 08°07'37" East, 462.13 feet to a point on the east line of Deer Run Road and the westerly line of A.P.N. 008-531-45 as shown on said Record of Survey for Poker Brown, LLC, said point also being the centerline of an existing dirt road known as Brunswick Canyon Road the **POINT OF BEGINNING**;

thence leaving said east line of Deer Run Road and westerly line of A.P.N. 008-531-45 along the centerline of said existing dirt road the following nine (9) courses:

1. thence South 64°43'03" East, 235.96 feet;
2. thence along the arc of a tangent curve to the left having a radius of 600.00 feet, central angle of 27°06'38" and an arc length of 283.90 feet;
3. thence North 88°10'19" East, 175.89 feet;
4. thence along the arc of a tangent curve to the right having a radius of 650.00 feet, central angle of 35°11'31" and an arc length of 399.24 feet;
5. thence South 56°38'09" East, 345.20 feet;
6. thence along the arc of a tangent curve to the left having a radius of 400.00 feet, central angle of 67°34'13" and an arc length of 471.73 feet;
7. thence North 55°47'37" East, 194.59 feet;
8. thence along the arc of a tangent curve to the right having a radius of 500.00 feet, central angle of 56°53'26" and an arc length of 496.46 feet;
9. thence along the arc of a compound curve to the right having a radius of 400.00 feet, central angle of 14°44'04" and an arc length of 102.87 feet to a point on the easterly line of said A.P.N. 008-531-45, the **POINT OF TERMINUS** of this description, containing 2.49 acres, more or less.

The sidelines of said description shall be extended and shortened to begin and end on the side lines of said A.P.N. 008-531-45.

**TOGETHER WITH:**

A strip of land forty foot (40') wide located within a portion of Section 12, Township 15 North, Range 20 East, Mount Diablo Meridian, Carson City, Nevada, said strip of land lying twenty feet (20') on both sides of the following described centerline:

**COMMENCING** at Carson City Control Monument CC022 as shown on the Record of Survey for Poker Brown, LLC, filed for record May 17, 2017 in the office of Recorder, Carson City as Document 475319;

thence South 79°38'07" East, 2605.44 feet to a point on the westerly line of A.P.N. 008-531-44 as shown on said Record of Survey for Poker Brown, LLC, said point also being the centerline of an existing dirt road known as Brunswick Canyon Road the **POINT OF BEGINNING**;

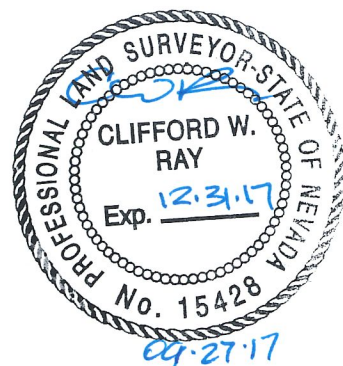
thence leaving said westerly line of A.P.N. 008-531-44 along the centerline of said existing dirt road the following ten (10) courses:

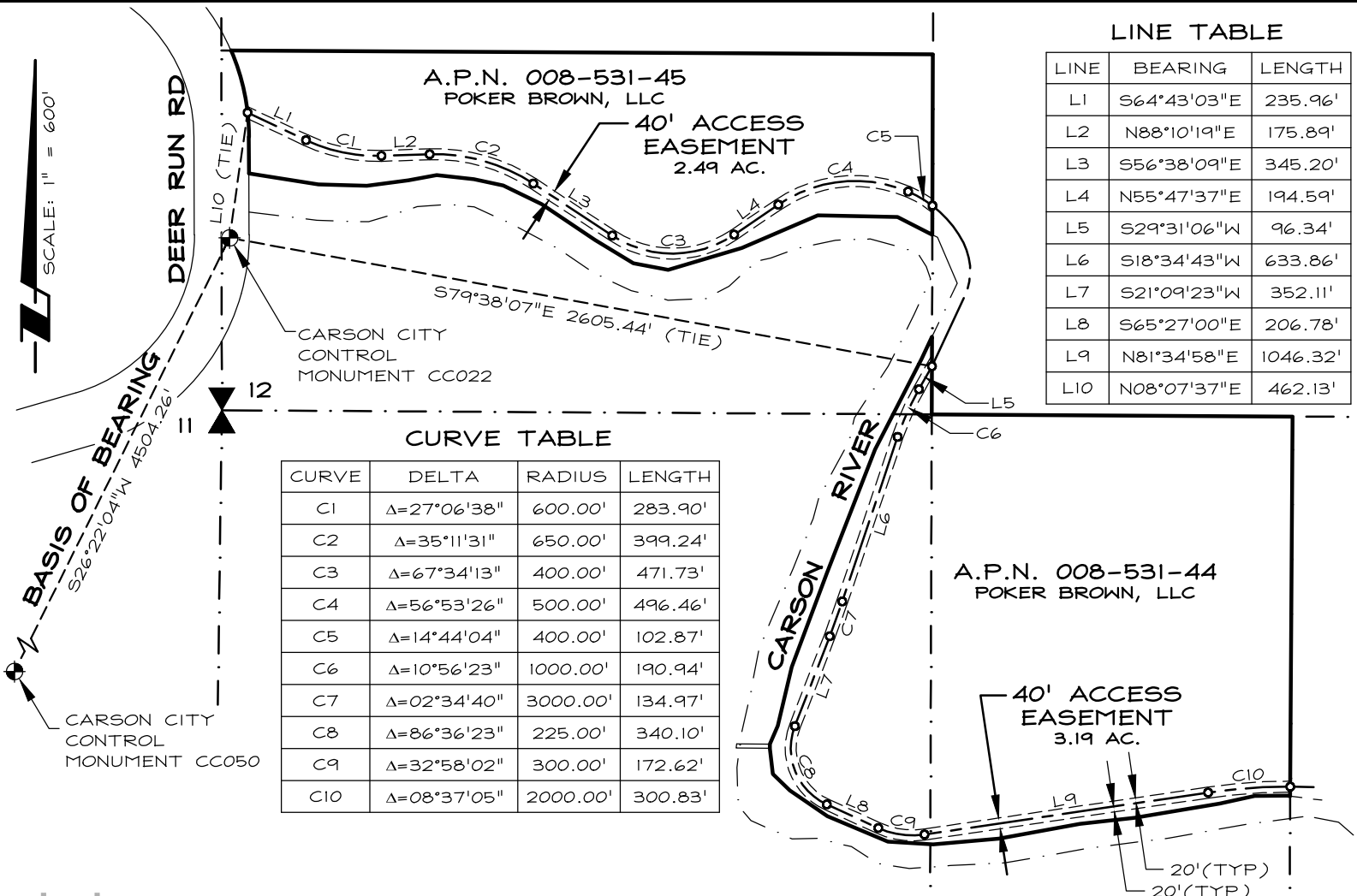
1. thence South 29°31'06" West, 96.34 feet;
2. thence along the arc of a tangent curve to the left having a radius of 1000.00 feet, central angle of 10°56'23" and an arc length of 190.94 feet;
3. thence South 18°34'43" West, 633.86 feet;
4. thence along the arc of a tangent curve to the right having a radius of 3000.00 feet, central angle of 02°34'40" and an arc length of 134.97 feet;
5. thence South 21°09'23" West, 352.11 feet;
6. thence along the arc of a tangent curve to the left having a radius of 225.00 feet, central angle of 86°36'23" and an arc length of 340.10 feet;
7. thence South 65°27'00" East, 206.78 feet;
8. thence along the arc of a tangent curve to the left having a radius of 300.00 feet, central angle of 32°58'02" and an arc length of 172.62 feet;
9. thence North 81°34'58" East, 1046.32 feet;
10. thence along the arc of a tangent curve to the right having a radius of 2000.00 feet, central angle of 08°37'05" and an arc length of 300.83 feet to a point on the easterly line of said A.P.N. 008-531-44, the **POINT OF TERMINUS** of this description, containing 3.19 acres, more or less.

The sidelines of said description shall be extended and shortened to begin and end on the side lines of said A.P.N. 008-531-44.

The Basis of Bearing of this description is South 26°22'04" West between found monuments CC022 and CC055 as shown on the Record of Survey for Poker Brown, LLC, filed for record May 17, 2017 in the office of Recorder, Carson City as Document 475319;.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
Clifford W. Ray, P.L.S. 15428  
P.O. Box 2229  
Minden, Nevada 89423





LINE TABLE

LINE	BEARING	LENGTH
L1	S64°43'03"E	235.96'
L2	N88°10'19"E	175.89'
L3	S56°38'09"E	345.20'
L4	N55°47'37"E	194.59'
L5	S29°31'06"W	96.34'
L6	S18°34'43"W	633.86'
L7	S21°09'23"W	352.11'
L8	S65°27'00"E	206.78'
L9	N81°34'58"E	1046.32'
L10	N08°07'37"E	462.13'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	$\Delta=27^{\circ}06'38''$	600.00'	283.90'
C2	$\Delta=35^{\circ}11'31''$	650.00'	399.24'
C3	$\Delta=67^{\circ}34'13''$	400.00'	471.73'
C4	$\Delta=56^{\circ}53'26''$	500.00'	496.46'
C5	$\Delta=14^{\circ}44'04''$	400.00'	102.87'
C6	$\Delta=10^{\circ}56'23''$	1000.00'	190.94'
C7	$\Delta=02^{\circ}34'40''$	3000.00'	134.97'
C8	$\Delta=86^{\circ}36'23''$	225.00'	340.10'
C9	$\Delta=32^{\circ}58'02''$	300.00'	172.62'
C10	$\Delta=08^{\circ}37'05''$	2000.00'	300.83'

**R|O|Anderson**  
WWW.ROANDERSON.COM

MINDEN 1603 Esmeralda Ave  
P.O. Box 2229  
Minden, NV 89423  
p 775.782.2322  
f 775.782.7084

RENO 140 W. Huffaker Lane  
Suite 507  
Reno, NV 89511  
p 775.782.2322  
f 775.782.7084



**EXHIBIT 'B'**  
**PUBLIC ACCESS EASEMENT**  
(OVER APN 008-531-44 & 45)

09/14/17



APN 008-531-44 & 008-531-45

AFTER RECORDING RETURN TO:  
STEPHANIE HICKS, REAL PROPERTY MANAGER  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NEVADA 89701

EASEMENT DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2018, General Thomas Hill, LLC, as their interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, hereby grant to the CITY, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent public utility easement for access, operation and maintenance of the municipal waste water effluent pipeline and associated improvements upon, under, over and across certain real property to the CITY; said easement is shown and more fully described as on Exhibit "A", attached hereto and made a part hereof.

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

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

\_\_\_\_\_  
General Thomas Hill, LLC

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

APN 008-531-44 & 008-531-45

CITY:  
REVIEWED AND RECOMMENDED BY:

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Dan Stucky, City Engineer                      Date

APPROVED FOR LEGALITY AND FORM:

---

Carson City District Attorney                      Date

APPROVED:

---

Robert Crowell, Mayor                      Date

ATTEST:

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Susan Merriwether, Clerk-Recorder                      Date

BERTAGNOLLI AND ASSOCIATES PROPERTY  
PUBLIC UTILITY EASEMENT  
PARCEL 1 - SHEET NO. 20

A parcel of land located within the Southwest One-Quarter (SW $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning which bears North 05° 05' 03" East, 1112.36 feet from the one quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M., thence North 0° 04' 45" West, 23.02 feet; thence along the arc of a curve to the left having a delta angle of 3° 02' 56" and an arc length of 12.24 feet, thence South 60° 43' 28" East, 224.05 feet; thence along the arc of a curve to the left having a delta angle of 30° 23' 20" and an arc length of 281.10 feet; thence South 01° 06' 48" East, 40.00 feet; thence along the arc of a curve to the right having a delta angle of 30° 23' 20" and an arc length of 302.32 feet; thence North 60° 43' 28" West, 213.61 feet; thence North 0° 04' 45" West, 22.96 feet to the Point of Beginning, containing 20,698 square feet, more or less, and less therefrom a portion of Fee Parcel 1 Carson River Road described as attached hereto, a permanent easement of 19,098 sq. ft. (0.438 acres) more or less.



CARSON CITY PR-5

FEE PARCEL 1

CARSON RIVER ROAD

That portion of the Northwest One-Quarter (NW1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada, described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence North  $14^{\circ}40'40''$  East 1,089.86 feet to the TRUE POINT OF BEGINNING; thence South  $60^{\circ}43'28''$  East 20.00 feet; thence South  $29^{\circ}16'32''$  West 80.00 feet; thence North  $60^{\circ}43'28''$  West 40.00 feet; thence North  $29^{\circ}16'32''$  East 80.00 feet; thence South  $60^{\circ}43'28''$  East 20.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.073 acre.

September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY

PUBLIC UTILITY EASEMENT

PARCEL 1 - SHEET NO. 21

A parcel of land located within the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) and the Southwest One-Quarter (SW $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning, which bears North 31° 45' 29" East, 1091.26 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M., thence North 1° 06' 48" West, 20.00 feet; thence North 88° 53' 12" East, 186.13 feet; thence along the arc of a curve to the right having a delta angle of 35° 05' 46" and an arc length of 441.03 feet; thence South 56° 01' 02" East, 302.54 feet; thence South 33° 58' 58" West, 40.00 feet; thence North 56° 01' 02" West, 302.54 feet; thence along the arc of a curve to the left having a delta angle of 35° 05' 46" and an arc length of 416.53 feet; thence South 88° 53' 12" West, 186.13 feet; thence North 1° 06' 48" West, 20.00 feet to the Point of Beginning, containing 36,698 square feet, more or less, and less therefrom a portion of Fee Parcel 2 Carson River Road described as attached hereto, a permanent easement of 35,098 sq. ft. (0.806 acres) more or less.



CARSON CITY PR-6

FEE PARCEL 2

CARSON RIVER ROAD

That portion of the Northwest One-Quarter (NW1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada, described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence North  $56^{\circ}21'59''$  East 1,475.91 feet to the TRUE POINT OF BEGINNING; thence South  $56^{\circ}01'02''$  East 20.00 feet; thence South  $33^{\circ}58'58''$  West 80.00 feet; thence North  $56^{\circ}01'02''$  West 40.00 Feet; thence North  $33^{\circ}58'58''$  East 80.00 feet; thence South  $56^{\circ}01'02''$  East 20.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.073 acre.

September 21, 1983

BERTAGNOLLI AND ASSOCIATES PROPERTY

PUBLIC UTILITY EASEMENT

PARCEL 1 - SHEET NO. 22

A parcel of land located within the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning, which bears North 65° 34' 49" East, 1555.28 feet from the one-quarter corner which is common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M., thence North 33° 58' 58" East, 20.00 feet; thence along the arc of a curve to the left having a delta angle of 67° 41' 52" and an arc length of 448.99 feet; thence North 56° 17' 06" East, 232.61 feet; thence South 33° 42' 54" East, 40.00 feet; thence South 56° 17' 06" West, 232.61 feet; thence along the arc of a curve to the right having a delta angle of 67° 41' 52" and an arc length of 496.25 feet; thence North 33° 58' 58" East, 20.00 feet to the Point of Beginning containing 28,209 square feet, more or less.



September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY

PUBLIC UTILITY EASEMENT

PARCEL 1 - SHEET NO. 23

A parcel of land located within the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning, which bears North 73° 59' 27" East, 2696.26 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M., thence South 0° 14' 43" West, 26.27 feet; thence along the arc of a curve to the left having a delta angle of 75° 30' 14" and an arc length of 556.65 feet; thence North 33° 42' 54" West, 40.00 feet; thence along the arc of a curve to the right having a delta angle of 71° 18' 52" and an arc length of 585.00 feet; thence South 0° 14' 43" West, 25.50 feet to the Point of Beginning, containing 23,027 (0.529 acres) square feet, more or less, and less therefrom a portion of Fee Parcel 3 Carson River Road described as attached hereto, for a permanent easement of 21,427 sq. ft. (0.492 acres) more or less.





CARSON CITY PR-7

FEE PARCEL 3

CARSON RIVER ROAD

That portion of the Northwest One-Quarter (NW1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada, described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence North  $68^{\circ}27'03''$  East 2,399.06 feet to the TRUE POINT OF BEGINNING; thence North  $81^{\circ}21'23''$  East 20.00 feet; thence South  $8^{\circ}38'37''$  East 80.00 feet; thence South  $81^{\circ}21'23''$  West 40.00 feet; thence North  $8^{\circ}38'37''$  West 80.00 feet; thence North  $81^{\circ}21'23''$  East 20.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.073 acre.

September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY

PUBLIC UTILITY EASEMENT

PARCEL 1 - SHEET NO. 25

A parcel of land located within a portion of the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) and the Northeast One-Quarter (NE $\frac{1}{4}$ ) of the Southwest One-Quarter (SW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning which bears North 86° 35' 56" East, 2591.95 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M.; thence South 0° 14' 43" West, 46.54 feet; thence South 25° 41' 53" West, 74.27 feet; thence along an arc of a curve to the left having a delta angle of 8° 19' 03" and an arc length of 258.40 feet; thence South 17° 22' 50" West, 400.00 feet; thence North 72° 37' 10" West, 40.00 feet; thence North 17° 22' 50" East, 400.00 feet; thence along an arc of a curve to the right having a delta angle of 8° 19' 03" and an arc length of 264.21 feet; thence North 25° 41' 53" East, 158.31 feet; thence South 0° 14' 43" West, 46.54 feet to the Point of Beginning, containing 31,103 square feet more or less, and less therefrom a portion of Fee Parcel 5 Carson River Road described as attached hereto, a permanent easement of 29,503 sq. ft. (0.677 acres) more or less.



CARSON CITY PR-8

FEE PARCEL 5

CARSON RIVER ROAD

That portion of the Northeast One-Quarter (NE1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence South  $82^{\circ}29'23''$  East 2,464.03 feet to the TRUE POINT OF BEGINNING; thence South  $17^{\circ}22'50''$  West 20.00 feet; thence North  $72^{\circ}37'10''$  West 80.00 feet; thence North  $17^{\circ}22'50''$  East 40.00 feet; thence South  $72^{\circ}22'50''$  West 20.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.073 acre.

September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY

PUBLIC UTILITY EASEMENT

PARCEL 1 - SHEET NO. 26

A parcel of land located within the Northeast One-Quarter (NE $\frac{1}{4}$ ) of the Southwest One-Quarter (SW $\frac{1}{4}$ ) and the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Southwest One-Quarter (SW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning, which bears South 60° 10' 04" East, 2447.02 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M.; thence North 72° 54' 02" West, 20.00 feet; thence North 17° 05' 58" East, 388.64 feet; thence North 17° 22' 50" East, 283.28 feet; thence South 72° 37' 10" East, 40.00 feet; thence South 17° 22' 50" West, 283.18 feet; thence South 17° 05' 58" West, 388.54 feet; thence North 72° 54' 02" West, 20.00 feet to the Point of Beginning, containing 26,873 square feet, more or less, and less a portion of Fee Parcel 6 Valve and Clean Out Facilities at Brunswick Bridge described as attached hereto a permanent easement of 24,073 sq. ft. (0.553 acres) more or less.



CARSON CITY PR-9

FEE PARCEL 6

VALVE AND CLEAN OUT FACILITIES  
AT BRUNSWICK BRIDGE

That portion of the Southeast One-Quarter (SE1/4) of the Southwest One-Quarter (SW1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence South  $61^{\circ}02'52''$  East 2,479.72 feet to the TRUE POINT OF BEGINNING; thence South  $17^{\circ}05'58''$  West 40.00 feet; thence North  $72^{\circ}54'02''$  West 80.00 feet; thence North  $17^{\circ}05'58''$  East 80.00 feet; thence South  $72^{\circ}54'02''$  East 80.00 feet; thence South  $17^{\circ}05'58''$  West 40.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.147 acre.

September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY

PUBLIC UTILITY EASEMENT

PARCEL 1 - SHEET NO. 27

A parcel of land located within the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Southwest One-Quarter (SW $\frac{1}{4}$ ) and the Southwest One-Quarter (SW $\frac{1}{4}$ ) of the Southeast One-Quarter (SE $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning, which bears South 60° 10' 04" East, 2447.02 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M.; thence South 72° 54' 02" East, 40.00 feet; thence South 17° 05' 58" West, 159.27 feet; thence North 41° 51' 27" West, 93.38 feet; thence North 17° 05' 58" East, 111.11 feet; thence South 72° 54' 02" East, 40.00 feet to the Point of Beginning, containing 10,816 square feet, more or less, and less therefrom a portion of Fee Parcel 6 Valve and Clean Out Facilities at Brunswick Bridge described as attached hereto a permanent easement of 10,016 sq. ft. (0.230 acres) more or less.



CARSON CITY PR-9

FEE PARCEL 6

VALVE AND CLEAN OUT FACILITIES  
AT BRUNSWICK BRIDGE

That portion of the Southeast One-Quarter (SE1/4) of the Southwest One-Quarter (SW1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence South  $61^{\circ}02'52''$  East 2,479.72 feet to the TRUE POINT OF BEGINNING; thence South  $17^{\circ}05'58''$  West 40.00 feet; thence North  $72^{\circ}54'02''$  West 80.00 feet; thence North  $17^{\circ}05'58''$  East 80.00 feet; thence South  $72^{\circ}54'02''$  East 80.00 feet; thence South  $17^{\circ}05'58''$  West 40.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.147 acre.

September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY  
TEMPORARY CONSTRUCTION EASEMENT  
PARCEL 2 - SHEET NO. 20

A parcel of land located within the Southwest One-Quarter (SW $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning which bears North 05° 05' 03" East, 1112.36 feet from the one quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D. B. & M., thence North 0° 04' 45" West, 47.18 feet; thence along the arc of a curve to the left having a delta angle of 6° 34' 59" and an arc length of 24.13 feet; thence South 60° 43' 28" East, 224.05 feet; thence along the arc of a curve to the left having a delta angle of 30° 23' 20" and an arc length of 270.50 feet; thence South 01° 06' 48" East, 80.00 feet; thence along the arc of a curve to the right having a delta angle of 30° 23' 20" and an arc length of 312.93 feet; thence North 60° 43' 28" West, 202.36 feet; thence North 0° 04' 45" West, 45.90 feet to the Point of Beginning containing 41,339 square feet, more or less; excluding Parcel 1, Sheet No. 20 for a Temporary Construction Easement of 20,641 square feet, more or less, and less therefrom a portion of Fee Parcel 1 Carson River Road described as attached hereto, a temporary easement of 19,041 sq. ft. (0.437 acres) more or less.





CARSON CITY PR-5

FEE PARCEL 1

CARSON RIVER ROAD

That portion of the Northwest One-Quarter (NW1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada, described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence North  $14^{\circ}40'40''$  East 1,089.86 feet to the TRUE POINT OF BEGINNING; thence South  $60^{\circ}43'28''$  East 20.00 feet; thence South  $29^{\circ}16'32''$  West 80.00 feet; thence North  $60^{\circ}43'28''$  West 40.00 feet; thence North  $29^{\circ}16'32''$  East 80.00 feet; thence South  $60^{\circ}43'28''$  East 20.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.073 acre.

September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 2 - SHEET NO. 21

A parcel of land located within the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) and the Southwest One-Quarter (SW $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning which bears North 31° 45' 29" East, 1091.26 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M.; thence North 1° 06' 48" West, 40.00 feet; thence North 88° 53' 12" East, 186.13 feet; thence along the arc of a curve to the right having a delta angle of 35° 05' 46" and an arc length of 453.28 feet; thence South 56° 01' 02" East, 302.54 feet; thence South 33° 58' 58" West, 80.00 feet; thence North 56° 01' 02" West, 302.54 feet thence along the arc of a curve to the left having a delta angle of 35° 05' 46" and an arc length of 404.28 feet; thence South 88° 53' 12" West, 186.13 feet; thence North 1° 06' 48" West, 40.00 feet to the Point of Beginning, containing 73,396 square feet, more or less; excluding Parcel 1, Sheet No. 21 for a Temporary Construction Easement containing 36,698 square feet, more or less, and less therefrom a portion of Fee Parcel 2 Carson River Road described as attached hereto, a temporary easement of 35,098 sq. ft. (0.806 acres) more or less.



CARSON CITY PR-6

FEE PARCEL 2

CARSON RIVER ROAD

That portion of the Northwest One-Quarter (NW1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada, described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence North  $56^{\circ}21'59''$  East 1,475.91 feet to the TRUE POINT OF BEGINNING; thence South  $56^{\circ}01'02''$  East 20.00 feet; thence South  $33^{\circ}58'58''$  West 80.00 feet; thence North  $56^{\circ}01'02''$  West 40.00 Feet; thence North  $33^{\circ}58'58''$  East 80.00 feet; thence South  $56^{\circ}01'02''$  East 20.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.073 acre.

September 21, 1983

BERTAGNOLLI AND ASSOCIATES PROPERTY

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 2 - SHEET NO. 22

A parcel of land located within the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B & M., described as follows:

Commencing at the Point of Beginning, which bears North 65° 34' 49" East, 1555.28 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M., thence North 33° 58' 58" East, 40.00 feet; thence along the arc of a curve to the left having a delta angle of 67° 41' 52" and an arc length of 425.36 feet; thence North 56° 17' 06" East, 232.61 feet; thence South 33° 42' 54" East, 80.00 feet; thence South 56° 17' 06" West, 232.61 feet; thence along the arc of a curve to the right having a delta angle of 67° 41' 52" and an arc length of 519.88 feet; thence North 33° 58' 58" East, 40.00 feet to the Point of Beginning, containing 56,418 square feet, more or less; excluding Parcel 1, Sheet No. for a Temporary Construction Easement containing 28,209 square feet, more or less.



September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY  
TEMPORARY CONSTRUCTION EASEMENT  
PARCEL 2 - SHEET NO. 24

A parcel of land located within the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning, which bears North 73° 59' 27" East, 2696.26 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M.; thence South 0° 14' 43" West, 53.53 feet; thence along the arc of a curve to the left having a delta angle of 78° 01' 56" and an arc length of 558.39 feet; thence North 33° 42' 54" West, 80.00 feet; thence along the arc of a curve to the right having a delta angle of 69° 33' 02" and an arc length of 594.80 feet; thence South 0° 14' 43" West, 50.36 feet to the Point of Beginning, containing 46,073 square feet, more or less, excluding Parcel 1, Sheet No. 24, for a Temporary Construction Easement containing 23,046 square feet, more or less, and less a portion of Fee Parcel 4 Carson River Road described as attached hereto, a temporary easement of 21,446 sq. ft. (0.492 acres) more or less.



CARSON CITY PR-8

FEE PARCEL 4

CARSON RIVER ROAD

That portion of the Northeast One-Quarter (NE1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence North  $79^{\circ}13'11''$  East 2,817.76 feet to the TRUE POINT OF BEGINNING; thence South  $4^{\circ}23'29''$  East 20.00 feet; thence South  $85^{\circ}36'31''$  West 80.00 feet; thence North  $4^{\circ}23'29''$  West 40.00 feet; thence North  $85^{\circ}36'31''$  East 80.00 feet; thence South  $4^{\circ}23'29''$  East 20.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.073 acre.

September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 2 - SHEET NO. 25

A parcel of land located within the Southeast One-Quarter ( $SE\frac{1}{4}$ ) of the Northwest One-Quarter ( $NW\frac{1}{4}$ ) and the Northeast One-Quarter ( $NE\frac{1}{4}$ ) of the Southwest One-Quarter ( $SW\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning, which bears North  $86^{\circ} 35' 56''$  East, 2591.95 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M.; thence South  $0^{\circ} 14' 43''$  West, 93.08 feet; thence South  $25^{\circ} 41' 53''$  West, 32.35 feet; thence along the arc of a curve to the left having a delta angle of  $8^{\circ} 19' 03''$  and an arc length of 255.49 feet; thence South  $17^{\circ} 22' 50''$  West, 400.00 feet; thence North  $72^{\circ} 37' 10''$  West, 80.00 feet; thence North  $17^{\circ} 22' 50''$  East, 400.00 feet; thence along the arc of a curve to the right having a delta angle of  $8^{\circ} 19' 03''$  and an arc length of 267.11 feet; thence North  $25^{\circ} 41' 53''$  East, 200.33 feet; thence South  $0^{\circ} 14' 43''$  West, 93.08 feet to the Point of Beginning, containing 62,207 square feet, more or less; excluding Parcel 1, Sheet No. 25, for a Temporary Construction Easement containing 31,104 square feet, more or less, and less therefrom a portion of Fee Parcel 5 Carson River Road described as attached hereto, a temporary easement of 29,504 sq. ft. (0.677 acres) more or less.



CARSON CITY PR-8

FEE PARCEL 5

CARSON RIVER ROAD

That portion of the Northeast One-Quarter (NE1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence South  $82^{\circ}29'23''$  East 2,464.03 feet to the TRUE POINT OF BEGINNING; thence South  $17^{\circ}22'50''$  West 20.00 feet; thence North  $72^{\circ}37'10''$  West 80.00 feet; thence North  $17^{\circ}22'50''$  East 40.00 feet; thence South  $72^{\circ}22'50''$  West 20.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.073 acre.



September 21, 1983  
Rev. July 30, 1986

BERTAGNOLLI AND ASSOCIATES PROPERTY  
TEMPORARY CONSTRUCTION EASEMENT  
PARCEL 2 - SHEET NO. 26

A parcel of land located within the Northeast One-Quarter (NE $\frac{1}{4}$ ) of the Southwest One-Quarter (SW $\frac{1}{4}$ ) and the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Southwest One-Quarter (SW $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning, which bears North 60° 10' 04" West, 2447.02 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M.; thence North 72° 54' 02" West, 40.00 feet; thence North 17° 05' 58" East, 388.69 feet; thence North 17° 22' 50" East, 283.33 feet; thence South 72° 37' 10" East, 80.00 feet; thence South 17° 22' 50" West, 283.13 feet; thence South 17° 05' 58" West, 388.49 feet; thence North 72° 54' 02" West, 40.00 feet to the Point of Beginning, containing 53,746 square feet, more or less; excluding Parcel 1, Sheet No. 26, for a Temporary Construction Easement containing 26,873 square feet, more or less, and less therefrom a portion of Parcel 6 Valve and Clean Out Facilities at Brunswick Bridge described as attached hereto a temporary easement of 24,073 sq. ft. (0.553 acres) more or less.



CARSON CITY PR-9

FEE PARCEL 6

VALVE AND CLEAN OUT FACILITIES  
AT BRUNSWICK BRIDGE

That portion of the Southeast One-Quarter (SE1/4) of the Southwest One-Quarter (SW1/4) of Section 12, Township 15 North, Range 20 East, Mount Diablo Base and Meridian in the County of Ormsby, State of Nevada described as follows:

Commencing at the West One-Quarter Corner of said Section 12; thence South  $61^{\circ}02'52''$  East 2,479.72 feet to the TRUE POINT OF BEGINNING; thence South  $17^{\circ}05'58''$  West 40.00 feet; thence North  $72^{\circ}54'02''$  West 80.00 feet; thence North  $17^{\circ}05'58''$  East 80.00 feet; thence South  $72^{\circ}54'02''$  East 80.00 feet; thence South  $17^{\circ}05'58''$  West 40.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.147 acre.

September 21, 1983

BERTAGNOLLI AND ASSOCIATES PROPERTY

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 2 - SHEET NO. 27

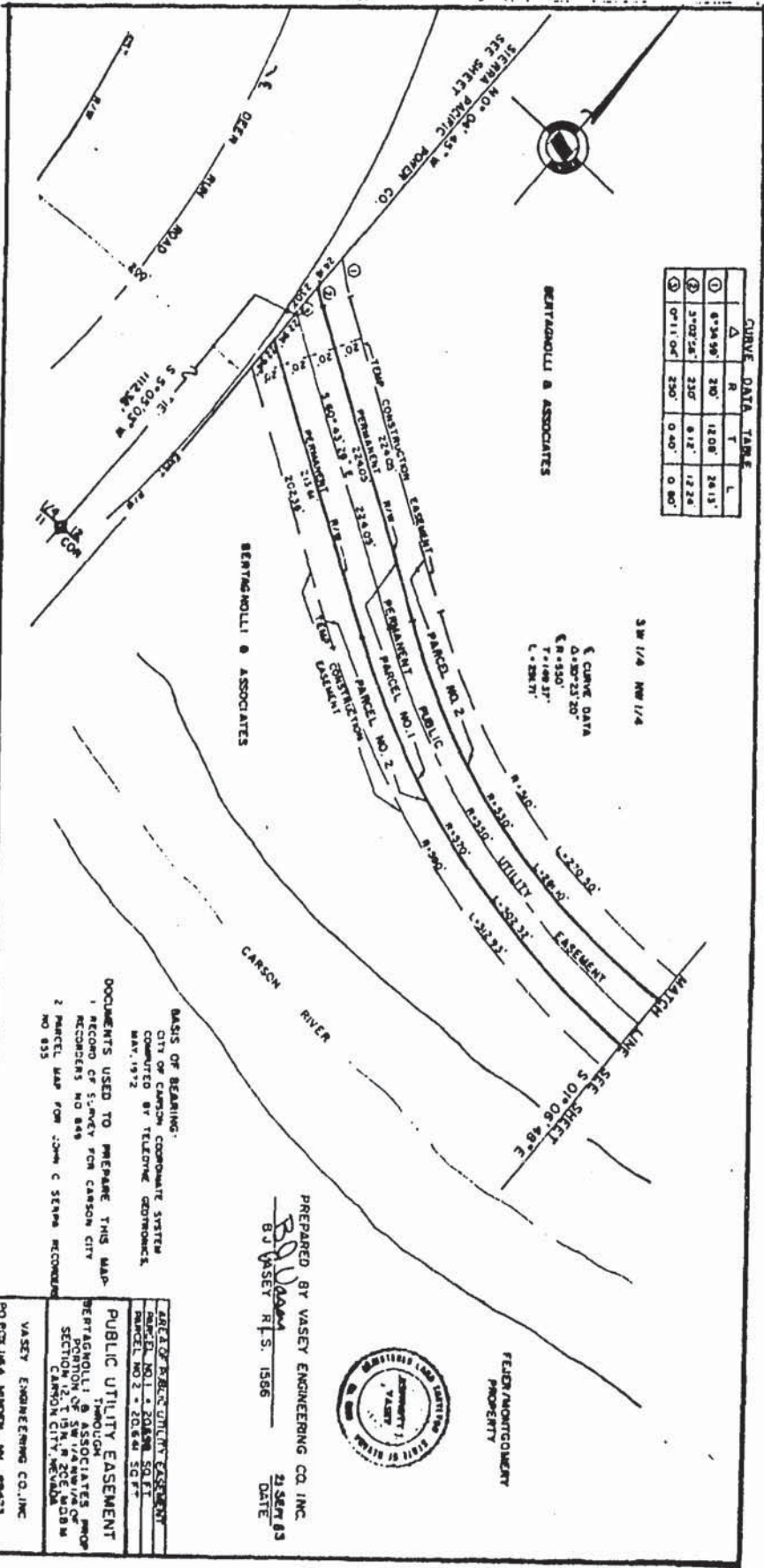
A parcel of land located within the Southeast One-Quarter (SE $\frac{1}{4}$ ) of the Southwest One-Quarter (SW $\frac{1}{4}$ ) and the Southwest One-Quarter (SW $\frac{1}{4}$ ) of the Southeast One-Quarter (SE $\frac{1}{4}$ ) of Section 12, Township 15 North, Range 20 East, M.D.B. & M., described as follows:

Commencing at the Point of Beginning, which bears South 60° 10' 04" East, 2447.02 feet from the one-quarter corner common to Sections 11 and 12, T. 15 N., R. 20 E., M.D.B. & M.: thence South 72° 54' 02" East, 100.00 feet; thence South 17° 05' 58" West, 195.38 feet; thence South 75° 32' 49" East, 449.89 feet; thence South 3° 59' 32" East, 45.00 feet; thence North 83° 07' 20" West, 205.07 feet; thence North 60° 34' 53" West, 270.00 feet; thence North 41° 51' 27" West, 233.44 feet; thence North 17° 05' 58" East, 75.00 feet; thence South 72° 54' 02" East, 100.00 feet to the Point of Beginning, containing 47,253 square feet, more or less; excluding Parcel 1, Sheet No. , for a Temporary Construction Easement containing 36,437 square feet, more or less.



Δ	R	T	L	
①	8°34'56"	310'	1208'	26.13'
②	3°02'28"	210'	8.12'	12.24'
③	0°11'04"	250'	0.40'	0.80'

SW 1/4 NW 1/4  
 CURVE DATA  
 Δ = 8°34'56"  
 R = 310'  
 T = 1208'  
 L = 26.13'



DOCUMENTS USED TO PREPARE THIS MAP:  
 1 RECORD OF SURVEY FOR CARSON CITY RECORDERS NO 848  
 2 PARCEL MAP FOR JOHN C STEVENS RECORDERS NO 853

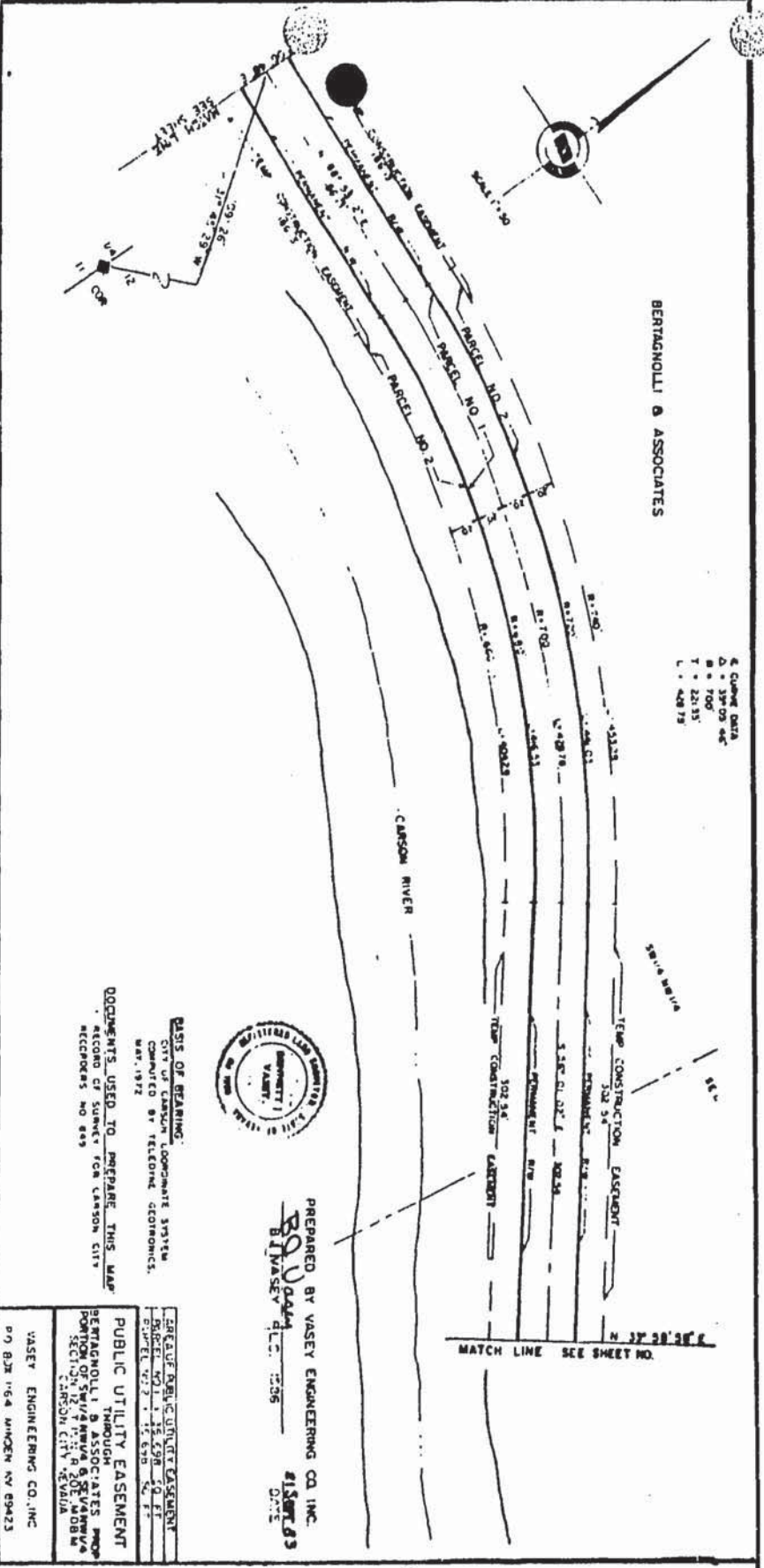
BASIS OF BEARING:  
 CITY OF CARSON COORDINATE SYSTEM  
 COMPUTED BY TILDON GEOMETRICAL  
 MAY, 1972

PREPARED BY VASEY ENGINEERING CO. INC.  
 B.J. VASEY R.S. 1586  
 21 SEP 83  
 DATE



FEDERAL GOVERNMENT  
 PROPERTY

STATE OF NEVADA - PUBLIC UTILITY EASEMENT  
 PARCEL NO. 1 - 4000 SQ. FT.  
 PARCEL NO. 2 - 20,641 SQ. FT.  
 PUBLIC UTILITY EASEMENT  
 BERTAGNOLI & ASSOCIATES ARCH  
 SECTION 12, T. 15N., R. 20E., W. 8M.  
 CARSON CITY, NEVADA  
 VASEY ENGINEERING CO., INC.  
 PO BOX 144, WADSWORTH, NV 89423



BERTAGNOLLI & ASSOCIATES

6 CURVE DATA  
 D = 3705.45'  
 R = 100'  
 T = 22.115'  
 L = 428.75'

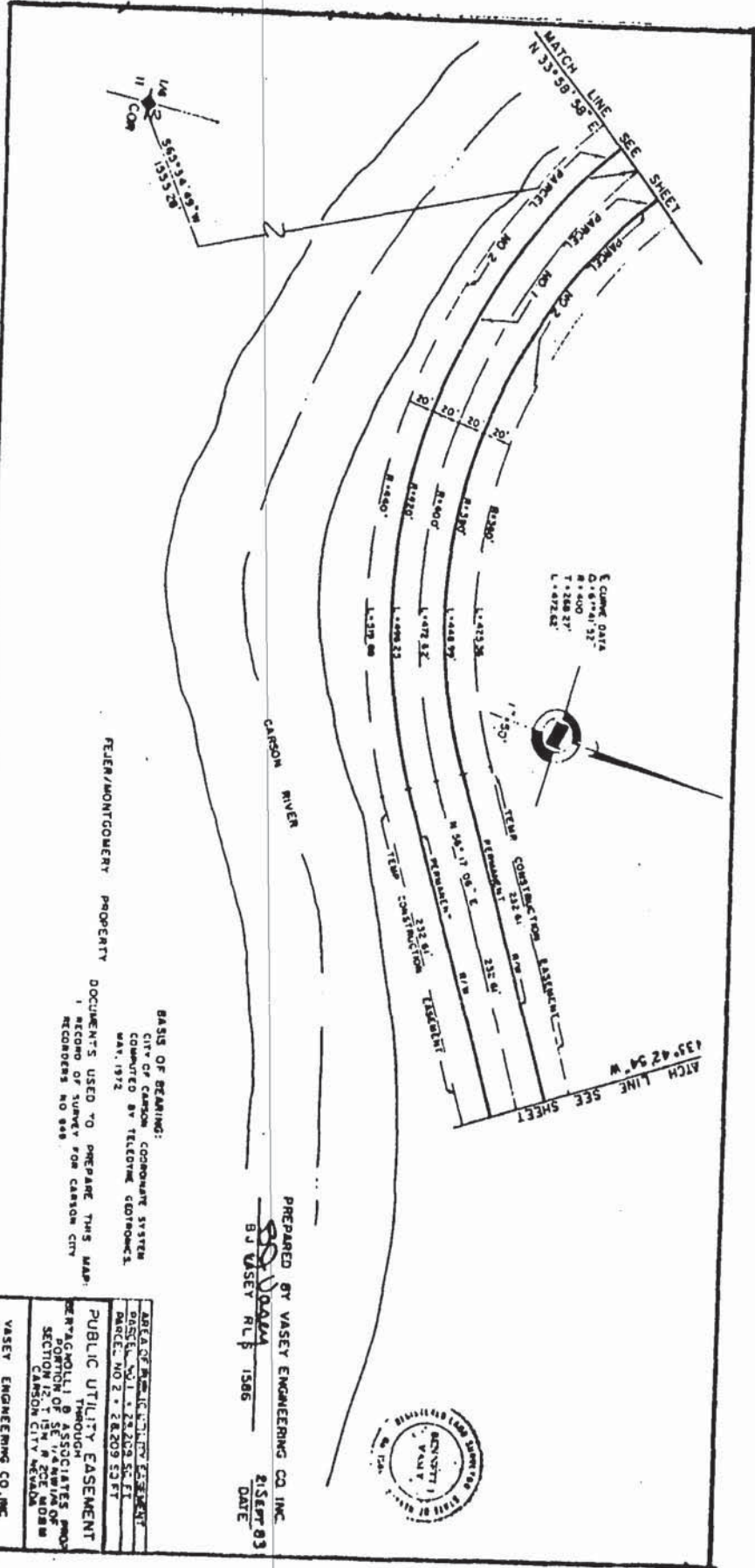


PREPARED BY VASEY ENGINEERING CO. INC.  
 ROBERT J. VASEY  
 81 VASEY BLVD. #1586  
 DATE

LIST OF BEARING:  
 CITY OF CARSON, GEODETIC SYSTEM  
 COMPUTED BY TELEPHONE GEODETICS,  
 MAY, 1972  
 DOCUMENTS USED TO PREPARE THIS MAP:  
 RECORD OF SURVEY FOR CARSON CITY  
 RECORDS NO. 849

REQUIRE PUBLIC UTILITY EASEMENT
PARCEL NO. 1 - 15.538' - 50' FT
PARCEL NO. 2 - 15.678' - 50' FT
<b>PUBLIC UTILITY EASEMENT</b>
<b>BERTAGNOLLI &amp; ASSOCIATES PROFESSIONAL ENGINEERS AND SURVEYORS</b>
SECTION 20, TOWN OF CARSON, CITY OF CARSON, VIRGINIA
VASEY ENGINEERING CO. INC.
P.O. BOX 1164, WINNEN, VA 22423

SCALE 1" = 200'



CURVE DATA  
 D = 84.41 32'  
 R = 400'  
 T = 268.27'  
 L = 872.83'



BASIS OF BEARING:  
 CITY OF CARSON COORDINATE SYSTEM  
 COMPUTED BY TELEDM GEODIOMETS  
 MAY, 1972

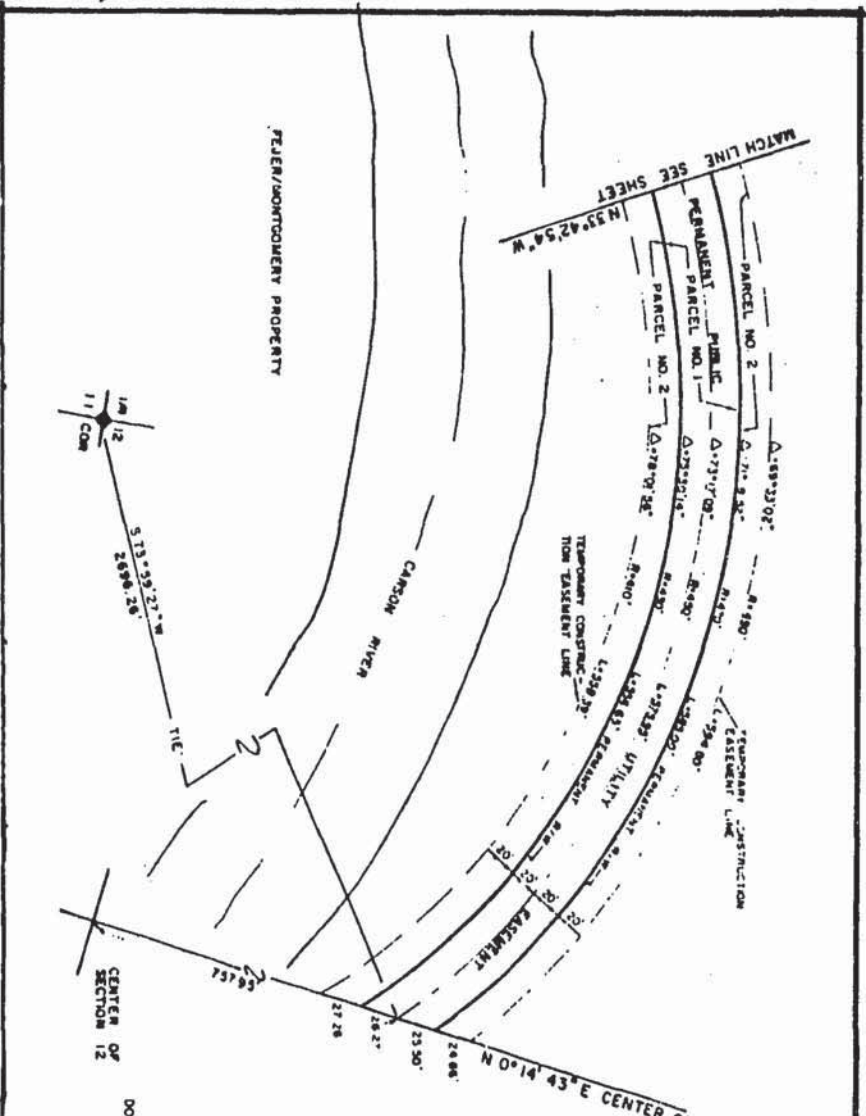
DOCUMENTS USED TO PREPARE THIS MAP:  
 1 RECORD OF SURVEY FOR CARSON CITY  
 RECORDERS NO 988

PREPARED BY VASEY ENGINEERING CO. INC.  
 BJ VASEY R.L.S. 1986  
 DATE 21 SEPT 83



AREA OF PUBLIC UTILITY EASEMENT
DIST. NO. 1 - 28,209 SQ. FT.
DIST. NO. 2 - 28,209 SQ. FT.
PUBLIC UTILITY EASEMENT
THROUGH
SECTION 12, T. 15 N., R. 20 E., S. 10 W.
CARSON CITY, NEVADA
VASEY ENGINEERING CO. INC.
PO BOX 964, RENO, NV 89433

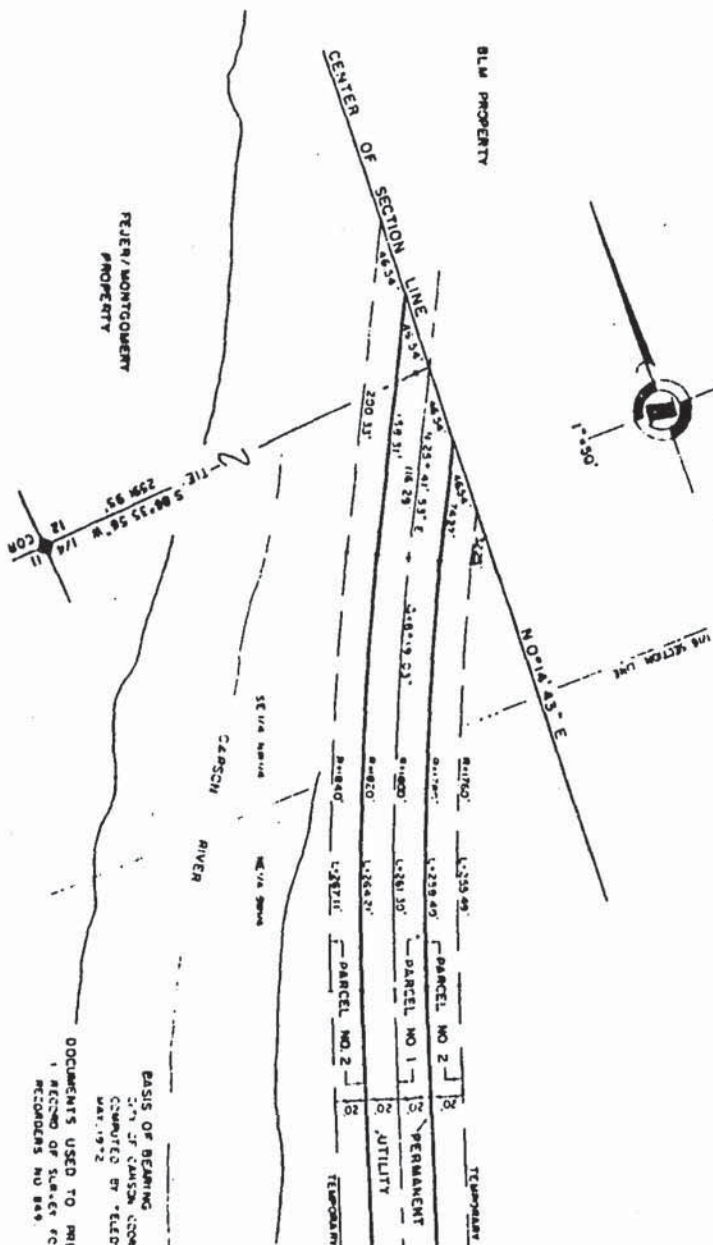
SHEET NO. 02



PREPARED BY VASEY ENGINEERING CO. INC.  
 B.J. VASEY  
 5/15/83  
 DATE

BASIS OF BEARING  
 CITY OF CARSON COORDINATE SYSTEM  
 COMPUTED BY FIELDING DEBROWES,  
 MAY, 1972  
 DOCUMENTS USED TO PREPARE THIS MAP  
 1 RECORD OF SURVEY FOR CARSON CITY  
 RECORDS NO. 688

AREA OF PUBLIC UTILITY EASEMENT
PARCELS NO. 1 & 2
DATE: MAY 2, 1983
PROJECT NO. 2 - 21086 501-1
PUBLIC UTILITY EASEMENT
BEITAGMOLL & ASSOCIATES INC.
SECTION 12, T.15N. R.20E. W.02B W.
CARSON CITY, NEVADA
VASEY ENGINEERING CO., INC.
PO BOX 1164, HUNGERFORD, NV. 89423



DOCUMENTS USED TO PREPARE THIS MAP  
 RECORD OF SURVEY FOR CARSON CITY  
 RECORDERS NO 889  
 BASIS OF BEARING  
 37° 37' CARSON COORDINATE SYSTEM  
 COMPUTED BY ELDON W. JORDAN, C.S.  
 MAR. 1972

PREPARED BY VASEY ENGINEERING CO. INC.  
 BY VASEY RLS  
 21 SEPT 83  
 DATE



ADJACENT TO PUBLIC UTILITY EASEMENT
PARCEL NO. 2 - 31' 00" SQ. FT.
PARCEL NO. 2 - 31' 00" SQ. FT.
<b>PUBLIC UTILITY EASEMENT</b>
THROUGH
BERTRANDOLI & ASSOCIATES AND
PORTER & CO. ENGINEERS AND
SECTION 12, T15N, R20E, NDBM
CARSON CITY NEVADA
VASEY ENGINEERING CO., INC.
PO BOX 184 SPRING NV 89423

57237102  
 MATCH LINE SEE SHEET





NE 1/4 SW 1/4

SE 1/4 SW 1/4

1/16 SECTION

BERNARDOLI & ASSOCIATES  
PROPERTY

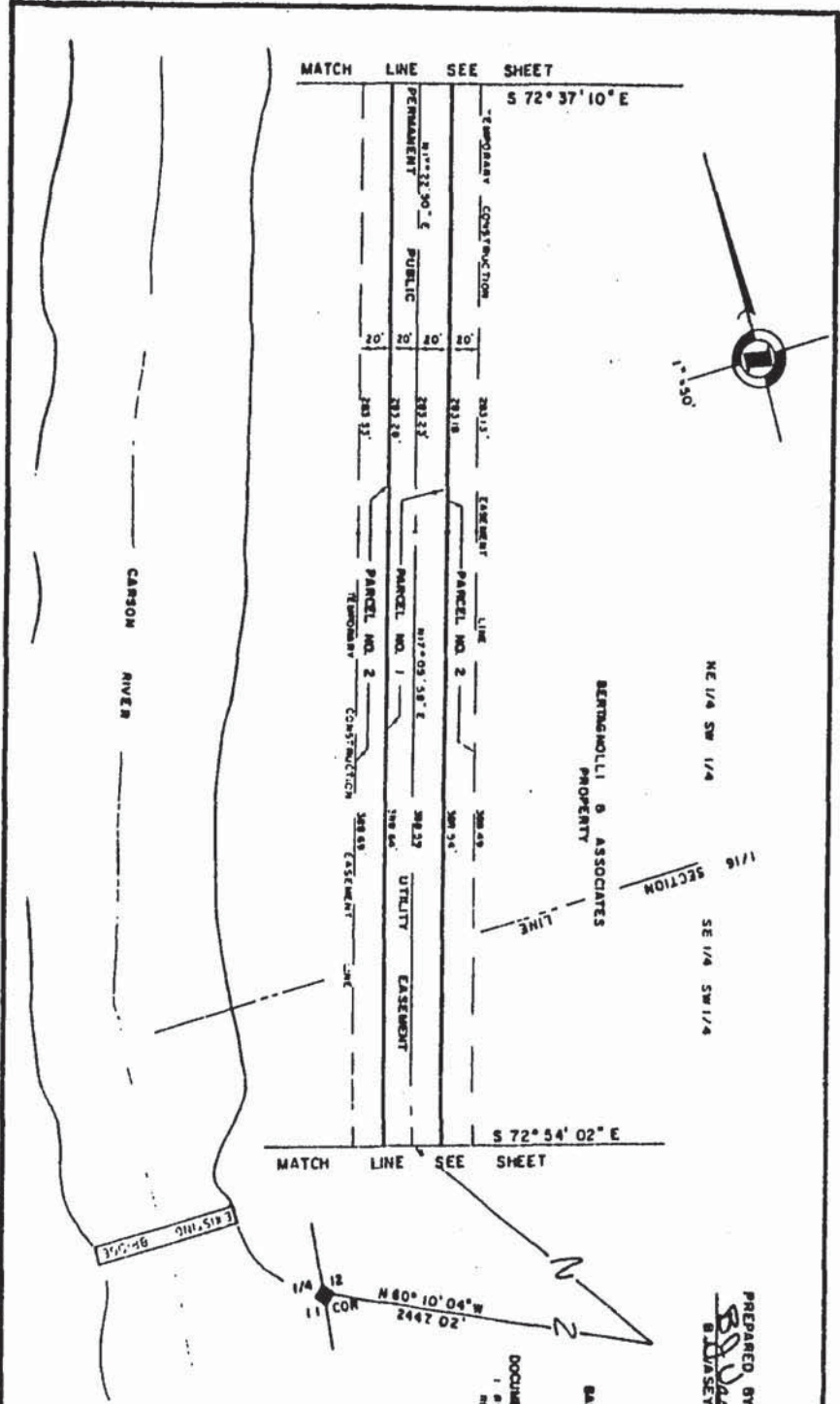
LINE

MATCH LINE SEE SHEET

S 72° 37' 10" E

MATCH LINE SEE SHEET

S 72° 54' 02" E



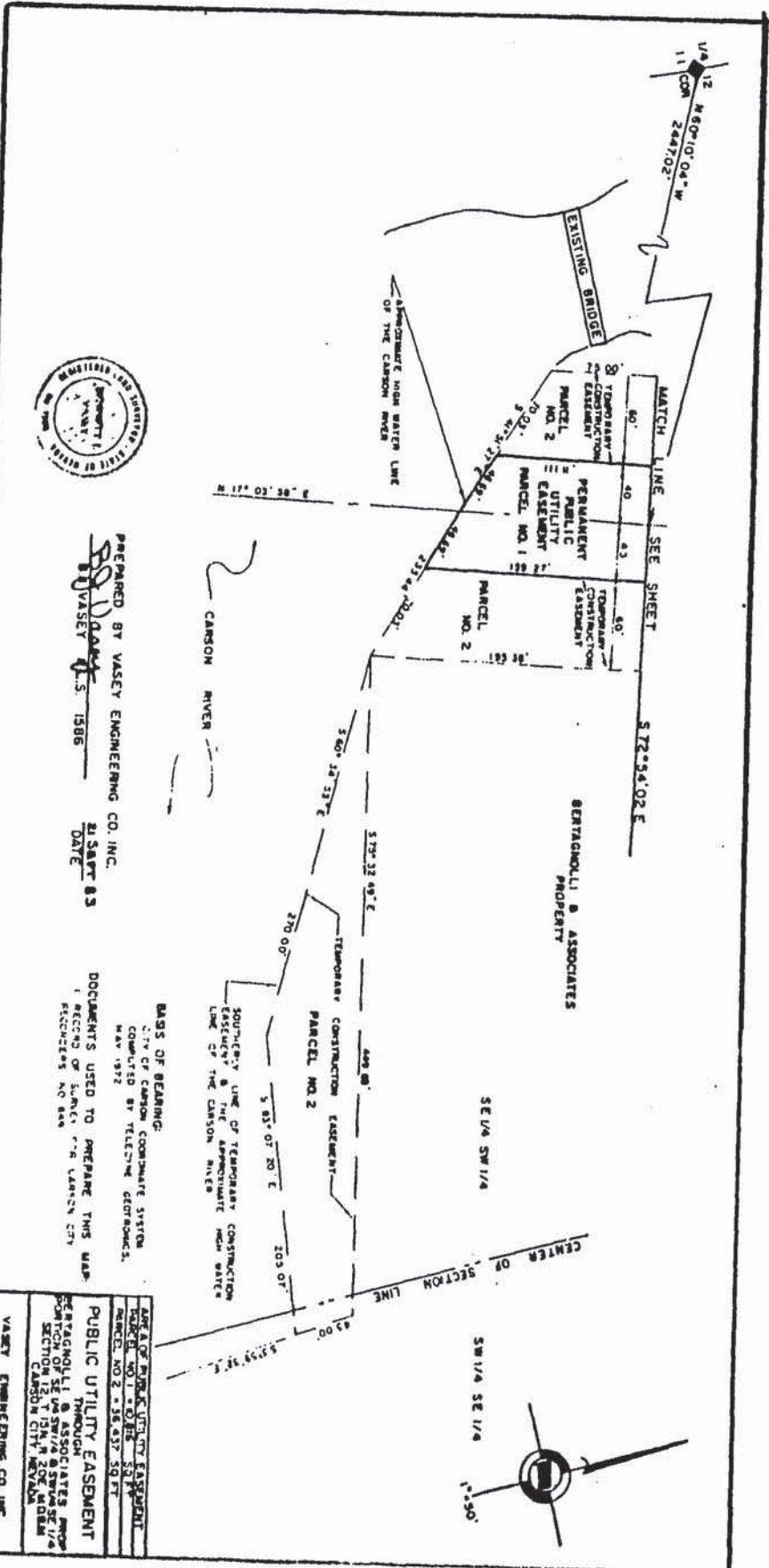
PREPARED BY WASEY ENGINEERING CO. INC.  
21 SEPT 83  
BLAISEY R.L.S. 1586



DOCUMENTS USED TO PREPARE THIS MAP:  
1. RECORD OF SURVEY FOR CARSON CITY RECORDERS NO. 649

AREA OF PUB. UTILITY EASEMENT	26.873 SQ. FT.
PARCEL NO. 1	26.873 SQ. FT.
PARCEL NO. 2	26.873 SQ. FT.
PUBLIC UTILITY EASEMENT	
BERNARDOLI & ASSOCIATES PROPERTY	
SECTION 12, T. 34N., R. 20E., W. 80M., CARSON CITY, NEVADA	
WASEY ENGINEERING CO., INC.	
PO BOX 84 MONTEBello, NV 89423	

SHEET NO.



PREPARED BY VASEY ENGINEERING CO. INC.  
 B. VASEY  
 DATE 21 MARCH 83

DOCUMENTS USED TO PREPARE THIS MAP:  
 1. RECORD OF SURVEY FOR CARSON CITY  
 RECORDS NO. 444

BASES OF BEARING:  
 CITY OF CARSON COORDINATE SYSTEM  
 COMPUTED BY TELEPHONE DETERMINATIONS  
 MAY 1972

AREA OF PUBLIC UTILITY EASEMENT	400.00 SQ. FT.
PARCEL NO. 1	200.00 SQ. FT.
PARCEL NO. 2	200.00 SQ. FT.
<b>PUBLIC UTILITY EASEMENT</b>	
BERTAGNOLLI & ASSOCIATES THROUGH	
SECTION 15 SW 1/4 & SW 1/4 SE 1/4	
TOWNSHIP 15 N RANGE 10 E COUNTY OF CARSON	
NEW YORK STATE	
VASEY ENGINEERING CO. INC.	
40 BOX 184 WINDEN, NY 09425	

SHEET NO. 1

APN 008-531-45

AFTER RECORDING RETURN TO:  
STEPHANIE HICKS, REAL PROPERTY MANAGER  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NEVADA 89701

BRUNSWICK CANYON ROAD GATE EASEMENT DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2018, General Thomas Hill, LLC, as their interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, hereby grant to the CITY for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement allowing the CITY to access and maintain an electronically operated gate and associated improvements upon, under, over and across certain real property owned by the GRANTOR. The location of said easement is shown and more fully described as on Exhibit "A", attached hereto and made a part hereof.

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

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

\_\_\_\_\_  
General Thomas Hill, LLC

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**GATE EASEMENT**  
(Over A.P.N. 008-531-45)

A parcel of land located within a portion of Section 12, Township 15 North, Range 20 East, Mount Diablo Meridian, Carson City, Nevada, further described as a portion of A.P.N. 008-531-45 as shown on Record of Survey for Poker Brown, LLC, filed for record May 17, 2017 in the office of Recorder, Carson City as Document 475319, more particularly described as follows:

**COMMENCING** at Carson City Control Monument CC022 as shown on said Record of Survey for Poker Brown, LLC;

thence North  $55^{\circ}36'24''$  East, 506.43 feet to the **POINT OF BEGINNING**;

thence North  $13^{\circ}02'01''$  East, 50.00 feet;

thence South  $76^{\circ}57'59''$  East, 20.00 feet;

thence South  $13^{\circ}02'01''$  West, 50.00 feet;

thence North  $76^{\circ}57'59''$  West, 20.00 feet to the **POINT OF BEGINNING**,

containing 1,000 square feet, more or less.

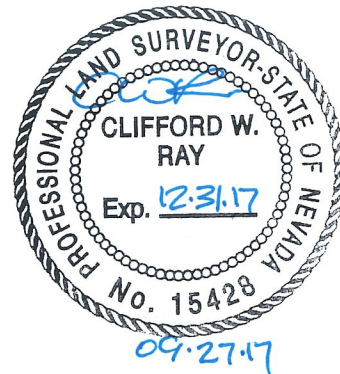
The Basis of Bearing of this description is South  $26^{\circ}22'04''$  West between found monuments CC022 and CC055 as shown on the Record of Survey for Poker Brown, LLC, filed for record May 17, 2017 in the office of Recorder, Carson City as Document 475319;.

Prepared By: R.O. ANDERSON ENGINEERING, INC.

Clifford W. Ray, P.L.S. 15428

P.O. Box 2229

Minden, Nevada 89423



A.P.N. 008-531-45  
 POKER BROWN, LLC

SCALE: 1" = 200'

DEER RUN RD

GATE EASEMENT  
 1000 SF.

APPROXIMATE CENTER  
 LINE OF BRUNSWICK  
 CANYON ROAD

CARSON  
 RIVER

N55°36'24"E 506.43' (TIE)

LINE TABLE

LINE	BEARING	LENGTH
L1	N13°02'01"E	50.00'
L2	S76°57'59"E	20.00'
L3	S13°02'01"W	50.00'
L4	N76°57'59"W	20.00'

CARSON CITY  
 CONTROL  
 MONUMENT CC022

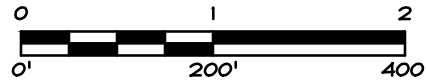
CARSON CITY  
 CONTROL  
 MONUMENT CC050

BASIS OF BEARING  
 S26°22'04"W 4504.26'

**R|O|Anderson**  
 WWW.ROANDERSON.COM

MINDEN 1603 Esmeralda Ave  
 P.O. Box 2229  
 Minden, NV 89423  
 p 775.782.2322  
 f 775.782.7084

RENO 140 W. Huffaker Lane  
 Suite 507  
 Reno, NV 89511  
 p 775.782.2322  
 f 775.782.7084



**EXHIBIT 'B'**  
**GATE EASEMENT**  
**(OVER APN 008-531-45)**

09/14/17

APN 008-531-44 & 008-531-45

AFTER RECORDING RETURN TO:  
STEPHANIE HICKS, REAL PROPERTY MANAGER  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NEVADA 89701

**AGREEMENT BETWEEN  
CARSON CITY, NEVADA, AND  
GENERAL THOMAS HILL, LLC**

This contract (also referred to as “Agreement”), dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, is entered into between Carson City, Nevada (“Carson City”), a consolidated municipality and political subdivision of the State of Nevada, and General Thomas Hill, LLC, a Nevada limited liability company (“Property Owner”), to set forth the rights and responsibilities regarding the gate located on Brunswick Canyon Road. Carson City and Property Owner are referred to individually as the “Party,” and collectively herein as the “Parties.”

**RECITALS**

WHEREAS, Property Owner acquired the real property located in Carson City, Nevada and commonly referred to as Assessor’s Parcel Number 008-531-45, on April 20, 2018. A copy of Property Owner’s vesting deed is attached hereto as Exhibit “1” and incorporated herein by this reference (“General Thomas Hill Property”);

WHEREAS, prior to Property Owner’s ownership of the General Thomas Hill Property an electronically operated gate was installed along the portion of Brunswick Canyon Road (“Brunswick Canyon Road Gate”) located on the General Thomas Hill Property, Brunswick Canyon Road being the access road for the General Thomas Hill Property. The Brunswick Canyon Road Gate Easement Deed depicting the location of the Brunswick Canyon Road Gate is attached hereto as Exhibit “2” and incorporated herein by this reference;

WHEREAS, Property Owner has granted Carson City a permanent public access easement along Brunswick Canyon Road, executed concurrently herewith. A copy of the Public Access Easement Deed is attached hereto as Exhibit “3” and incorporated herein by this reference;

WHEREAS, Carson City did not install the Brunswick Canyon Road Gate. However, it has been maintaining and operating the Brunswick Canyon Road Gate since approximately April 6, 2016 and Carson City claims ownership of the Brunswick Canyon Road Gate;

WHEREAS, Property Owner desires Carson City to continue to operate the Brunswick Canyon Road Gate and Carson City desires to continue operating the Brunswick Canyon Road Gate; and,

WHEREAS, the Parties hereto desire to establish mutually agreed upon terms recognizing their rights and responsibilities for the use, operation, maintenance and improvement of the Brunswick Canyon Road Gate and doing so in this Agreement establishes a bargained for exchange that when performed provides a clear benefit to both Parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the Parties hereto agree as follows:

1. Ownership of Brunswick Canyon Road Gate. The Parties agree that Carson City is the owner of all of the personal property associated with the Brunswick Canyon Road Gate including, but not limited to, the gate itself, signage, the posts and all locking mechanisms.
2. Operation of Brunswick Canyon Road Gate. The Parties agree that Carson City shall have the right to electronically control the Brunswick Canyon Road Gate and shall establish reasonable hours during which the Brunswick Canyon Road Gate will be open to allow public access along Brunswick Canyon Road. The Parties further agree that Property Owner shall have an access code so that it can individually operate the Brunswick Canyon Road for the sole purpose of obtaining access to the General Thomas Hill Property. Property Owner agrees that if it utilizes its access code to open the Brunswick Canyon Road Gate it will thereafter ensure the Brunswick Canyon Road Gate is closed and that it will not utilize its access code to close the Brunswick Canyon Road Gate during the hours Carson City has identified for the Brunswick Canyon Road Gate to be open.
3. Maintenance, Repair and Improvement. The Parties agree that they will share equally all costs for the maintenance, repair and improvement of the Brunswick Canyon Road Gate, including signage. Carson City, in its sole discretion, will be responsible for determining and authorizing when maintenance, repair or improvements of the Brunswick Canyon Road Gate are necessary and shall undertake the required steps to ensure such maintenance, repair and improvements are completed. Carson City will make every effort to order any maintenance, repair or improvements upon notice by Property Owner to be completed as soon as reasonably possible.
  - a. For repair and maintenance under \$2,000.00, following the completion of any maintenance, repair or improvement Carson City shall invoice Property Owner for the associated costs no later than sixty (60) days after such costs are incurred, and Property Owner will submit payment to Carson City within thirty (30) days of the date of the invoice.
  - b. Except as otherwise provided in section 3(b)(ii) below, for repair and maintenance over \$2,000.00, Carson City will provide ten (10) business days' notice to Property



Owner of planned repairs or maintenance. If Property Owner objects to said repairs or maintenance, it shall notify Carson City within five (5) business days' of receipt of notice that it objects to the repair or maintenance. A failure to object within the specified time will be deemed an automatic approval of said maintenance. Following completion of said repairs or maintenance, invoicing of any payment will follow the procedures for repairs and maintenance set forth in of amounts less than \$2,000.00, set forth in paragraph 3(a).

- i. If Property Owner objects to proposed repairs or maintenance that cost more than \$2,000, Property Owner must obtain two (2) professional opinions or estimates in support of the objection, and provide the opinions to the City within ten (10) business days of the objection. The Parties have a duty to use their best efforts to settle any dispute or disagreement. In the event that the Parties are unable to reach an agreement after using their best efforts, the Parties agree to mediate the matter before filing any action in the First Judicial District Court.
  - ii. The notice requirements in paragraph 3(b) are waived in circumstances where the repair is immediately or imminently necessary to protect the safety or welfare of the public. In such circumstances, the Parties shall share all costs of said repair or maintenance equally.
4. Indemnification. Property Owner shall be solely responsible for, and shall hold Carson City harmless and indemnify Carson City from any claims, damages, costs, or expenses, including attorneys' fees, which may be incurred arising from or in connection with any liabilities associated in any manner with the General Thomas Hill Property or the Brunswick Canyon Road Gate. Property Owner shall indemnify, defend (with counsel chosen by Property Owner and acceptable to Carson City) and hold Carson City harmless from and against any and all claims, demands, obligations, liabilities, costs and expenses including interest and reasonable attorney fees, that Carson City may incur or suffer which arise out of, result from, or relate to, any breach of or failure by Property Owner or any liability or claim arising from or in connection with or relating to the General Thomas Hill Property or the Brunswick Canyon Road Gate regardless of whether such liability was incurred before or after the date of this Agreement.
5. Binding Effect. This Agreement shall be recorded with the Brunswick Canyon Road Gate Easement Deed and is intended to run with the General Thomas Hill Property for the benefit of each Party's respective interest in the General Thomas Hill Property and shall bind and inure to the benefit of the Parties' respective successors, assigns, and heirs. Both Parties agree to disclose the terms of this Agreement to any prospective lender or buyer who may inquire about it.
6. Termination. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. Any such termination will not impact Carson City's ownership of the Brunswick Canyon Road Gate or its rights to operate the Brunswick Canyon Road Gate.

In addition to the notice requirement for termination, any termination must be evidenced in writing and must be recorded and reference this document.

7. Governing Law; Venue. This Agreement shall be construed and governed by the laws of the State of Nevada. The exclusive venue for any action to enforce this Agreement shall be the appropriate state court of the State of Nevada situated in Carson City, Nevada.
8. Severability. If any portion of this Agreement shall for any reason be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, unless enforcement of the remainder would constitute a material failure of consideration.
9. Authority, Integration and Amendment. The Parties have read, reviewed and understand the contents of this Agreement. Any individual signing this Agreement, on behalf of either Party, represents and warrants that he or she has full authority to do so. No modifications or waiver of any provision of this Agreement shall be binding to the Parties unless made in writing and signed by both Parties. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior understanding or writing the Parties may have had with respect to the subject matter hereof.
10. Relationship of Parties. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a separate and distinct from the other Party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed, or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other Party.
11. Course of Dealing. No course of dealing and no delay on the part of the Parties in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice the Parties' rights, powers, and remedies conferred under this Agreement. No right, power, or remedy conferred by this Agreement shall be exclusive of any other right, power, or remedy now or hereafter available at law, in equity, by statute, or otherwise.
12. Counterparts. This Agreement may be executed in any number of counterparts, and all such counterparts executed by all of the Parties hereto, each as an original, shall constitute one and the same instrument. Facsimile signatures shall be sufficient to make this Agreement binding, with original signatures to be delivered promptly after the date of full execution.
13. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

14. Notice. Notices, requests, demands and other communications relating to this Agreement shall be in writing and either delivered (a) personally, (b) by registered or certified mail, postage prepaid, return receipt requested, or (c) by overnight courier, in each case, addressed to the Parties at the addresses set forth below.

Notice to Carson City shall be addressed as follows:

CARSON CITY MANAGER  
CARSON CITY  
201 N. CARSON STREET  
CARSON CITY, NV 89701

Notice to Property Owner shall be addressed as follows:

GENERAL THOMAS HILL LLC C/O BRUNSWICK CANYON MATERIALS  
6770 S. MCCARRAN BLVD  
RENO, NV 89509

Any addressee may designate a different address to which communications may be sent, by giving notice to the other Party of such change of address in conformity with the foregoing provisions. All communications shall be deemed to have been given, if by mail as of the third business day after the date mailed in accordance herewith; and if by delivery or overnight courier, on the date of actual delivery and receipt.

IN WITNESS HEREOF the Parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the date set forth below.

GENERAL THOMAS HILL, LLC,  
a Nevada limited liability  
company

Carson City,  
a consolidated municipality and  
political subdivision of the  
State of Nevada

By: \_\_\_\_\_  
BRETT NELSON,  
Manager

By: \_\_\_\_\_  
ROBERT L. CROWELL,  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SUSAN MERRIWETHER,  
Clerk/Recorder

APPROVED AS TO FORM:

JASON WOODBURY,  
Carson City District Attorney

By: \_\_\_\_\_  
ADRIANA G. FRALICK,  
Chief Deputy District Attorney

STATE OF NEVADA            )  
                                          : ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2018, personally appeared before me, a notary public, ROBERT L. CROWELL, Mayor of Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the foregoing instrument on behalf of Carson City, Nevada.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA            )  
                                          : ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2018, personally appeared before me, a notary public, \_\_\_\_\_, the \_\_\_\_\_ of General Thomas Hill, LLC a Nevada limited liability company, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the foregoing instrument on behalf of that entity.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA DECLARATION OF VALUE

FOR RECORDERS OPTIONAL USE ONLY  
Document #: 473016  
Date of Recording: 03/08/2017

1. Assessors Parcel Number(s)  
a) 008-531-44, 008-531-45

2. Type of Property:  
a)  Vacant Land                      b)  Single Fam. Res.  
c)  Condo/Twnhse                      d)  2-4 Plex  
e)  Apt. Bldg                              f)  Comm'l/Ind'l  
g)  Agricultural                        h)  Mobile Home  
i)  Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**  
DOCUMENT/INSTRUMENT #: \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DATE OF RECORDING: \_\_\_\_\_  
NOTES: \_\_\_\_\_

3. Total Value/Sales Price of Property: \$2,544,424.00  
Deed in Lieu of Foreclosure Only (value of property) (  
Transfer Tax Value: \$2,544,424.00  
Real Property Transfer Tax Due: \$9,923.55

4. If Exemption Claimed:  
a. Transfer Tax Exemption per NRS 375.090, Section  
b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

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

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

Signature DJA Capacity Escrow Agent  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION (REQUIRED)**  
Print Name: First American Title  
Address: 2500 Paseo verde Parkway, #120  
City: Henderson  
State: NV Zip: 89074

**BUYER (GRANTEE) INFORMATION (REQUIRED)**  
Print Name: Poker Brown, LLC  
Address: 6770 S. McCarran Blvd., Ste 202  
City: Reno  
State: NV Zip: 89509

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)  
Print Name: eTRCo, LLC. On behalf of Western Title Company  
Address: McCarran Branch  
6774 So. McCarran Blvd. Suite 102A  
City/State/Zip: Reno, NV 89509

Esc. #: 087016-DJA

APN# : 008-531-44, 008-531-45

RECORDED AT THE REQUEST OF  
ETRCO, LLC  
03/08/2017 12:48PM  
FILE NO.473016  
SUSAN MERRIWETHER  
CARSON CITY RECORDER  
FEE \$18.00 DEP LRD

**Recording Requested By:**  
Western Title Company, Inc.  
**Escrow No.:** 087016-DJA

**When Recorded Mail To:**  
Poker Brown, LLC  
6770 South mcCarran blvd., Ste  
202  
Reno, Nv. 89509

**Mail Tax Statements to: (deeds only)**  
same as above

(space above for Recorder's use only)

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

Signature   
Diane J. Allen Escrow Officer

**This document is being  
recorded as an  
accommodation only.**

**Trustee's Deed Upon Sale**

This page added to provide additional information required by NRS 111.312  
(additional recording fee applies)

APN: 008-531-44 and 008-531-45

**Recorded at the Request of:**

First American Title Company  
2500 Paseo Verde Parkway, Ste.120  
Henderson, NV 89074

**When Recorded, Mail Tax Statements To:**

Poker Brown, LLC  
6770 South McCarran Blvd., #202  
Reno, NV 89509

File No. 2512604-IRK

R.P.T.T.: \$9,923.55

**TRUSTEE'S DEED UPON SALE**

**First American Title Insurance Company**

(herein called Trustee) does hereby grant and convey, but without covenant or warranty, express or implied, to

**POKER BROWN, LLC**

(herein called Grantee) the real property in the County of **Carson City**, State of Nevada, described as follows:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

This conveyance is made pursuant to the authority and powers vested in said Trustee, as Trustee, or Successor Trustee, or Substituted Trustee, under that certain Deed of Trust executed by **CHRISTINA W. LOVATO**, in her capacity as **Manager of the Reorganized Debtor pursuant to the Amended Chapter 11 Plan of Reorganization confirmed by entry of an order on February 25, 2016 by the Bankruptcy Court in the Chapter 11 cases *In re Tim E. Bertagnolli, Case No. BK-N-15-50214-GWZ and In re T.E. Bertagnolli & Associates, Inc., Case No. BK-N-15-50215-GWZ***, currently pending in the United States Bankruptcy Court for the District of Nevada, was the original Trustor, and **JACK WHITE, DAYTON VALLEY ESTATES, LLC AND RETIREMEN, LLC**, was the original Beneficiary and under that certain Deed of Trust dated **03/11/2016**, and recorded on **03/10/2016** as **Document No. 462575** of Official Records in the Office of the Recorder of **Carson City County, Nevada**.

Trustee Sale No. 2512604-IRK

Said Deed of Trust was assigned by Assignment of Deed of Trust dated **06/17/2016** executed by **JACK WHITE AND DAYTON VALLEY ESTATES, LLC**, a Nevada limited liability company to **PAUL A. DIMARTINI AND PATRICIA A. DIMARTINI**, husband and wife as community property with right of survivorship, current beneficiary, recorded **06/20/2016** as **Document No. 465482** of Official Records in the Office of the Recorder of Carson City County, Nevada.

Said Deed of Trust was assigned by Assignment of Deed of Trust dated **10/10/2016** executed by **RETIREMEN LLC**, a Nevada limited liability company to **BATTLE BORN ROCK, LLC**, a Nevada limited liability company, current beneficiary, recorded **10/24/2016** as **Document No. 469186** of Official Records in the Office of the Recorder of Carson City County, Nevada.

Said Deed of Trust was assigned by Assignment of Deed of Trust dated **10/10/2016** executed by **PAUL A. DIMARTINI AND PATRICIA A. DIMARTINI**, husband and wife as community property with right of survivorship to **BATTLE BORN ROCK, LLC**, a Nevada limited liability company, current beneficiary, recorded **10/24/2016** as **Document No. 469187** of Official Records in the Office of the Recorder of Carson City County, Nevada,, recorded on **10/24/2016** as **Document No. 469187** of Official Records of said County. The Notice of Default recorded on **11/01/2016** as **Document No. 469456** of Official Records of Carson City County, Nevada. The trustee having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by said Deed of Trust.

A Notice of Trustee's Sale recorded on **02/01/2017** as **Document No. 472036** of Official Records of Carson City County, Nevada and published once a week for three consecutive weeks commencing **02/07/2017** in the **Nevada Appeal**, a legal newspaper and at least twenty days before the date fixed therein for sale, a copy of said Notice of Trustee's Sale was posted in public places namely: **Carson City Courthouse, 885 East Musser, Carson City, NV 89701**.

At the place fixed in said Notice of Trustee's Sale, said Trustee did sell said property above described at public auction on **03/02/2017** to said Grantee, being the highest bidder therefore, for **\$2,544,424.00** in partial satisfaction of the indebtedness then secured by said Deed of Trust.

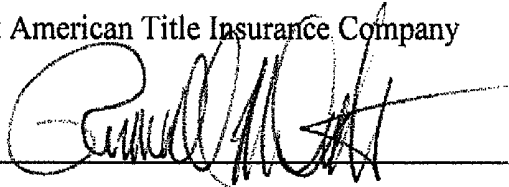


Trustee Sale No. 2512604-IRK

IN WITNESS WHEREOF, First American Title Insurance Company as trustee has this day, caused its corporate name and seal to be affixed hereto and this instrument to be executed by its authorized officer, thereunto duly authorized.

Date: March 3, 2017

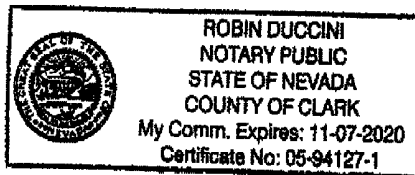
First American Title Insurance Company

By:   
\_\_\_\_\_  
Russell M. Dalton, Vice President

STATE OF NEVADA )  
                                          : SS  
COUNTY OF CLARK )

This instrument was acknowledged before me on March 3, 2017 by Russell M. Dalton, Vice President of First American Title Insurance Company

  
\_\_\_\_\_  
Notary Public



**Exhibit "A"**  
**Legal Description**

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B.&M. LYING NORTH AND EAST OF THE CARSON RIVER.

WATER RIGHTS

TOGETHER WITH ALL WATER RIGHTS APPURTENANT TO THE ABOVE PROPERTY, INCLUDING THE FOLLOWING WATER RIGHT PERMITS, ON FILE AND OF RECORD WITHIN THE OFFICE OF THE STATE ENGINEER, DIVISION OF WATER RESOURCES, CARSON CITY, NEVADA:

ALL OF PERMIT 52898  
ALL OF PERMIT 52899; AND  
ALL OF PERMIT 62112

APN 008-531-45

AFTER RECORDING RETURN TO:  
STEPHANIE HICKS, REAL PROPERTY MANAGER  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NEVADA 89701

BRUNSWICK CANYON ROAD GATE EASEMENT DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2018, General Thomas Hill, LLC, as their interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, hereby grant to the CITY for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement allowing the CITY to access and maintain an electronically operated gate and associated improvements upon, under, over and across certain real property owned by the GRANTOR. The location of said easement is shown and more fully described as on Exhibit "A", attached hereto and made a part hereof.

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

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

\_\_\_\_\_  
General Thomas Hill, LLC

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

APN 008-531-45

CITY:

REVIEWED AND RECOMMENDED BY:

\_\_\_\_\_  
Dan Stucky, City Engineer

\_\_\_\_\_  
Date

APPROVED FOR LEGALITY AND FORM:

\_\_\_\_\_  
Carson City District Attorney

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Robert Crowell, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Susan Merriwether, Clerk-Recorder

\_\_\_\_\_  
Date

**GATE EASEMENT**  
(Over A.P.N. 008-531-45)

A parcel of land located within a portion of Section 12, Township 15 North, Range 20 East, Mount Diablo Meridian, Carson City, Nevada, further described as a portion of A.P.N. 008-531-45 as shown on Record of Survey for Poker Brown, LLC, filed for record May 17, 2017 in the office of Recorder, Carson City as Document 475319, more particularly described as follows:

**COMMENCING** at Carson City Control Monument CC022 as shown on said Record of Survey for Poker Brown, LLC;

thence North  $55^{\circ}36'24''$  East, 506.43 feet to the **POINT OF BEGINNING**;

thence North  $13^{\circ}02'01''$  East, 50.00 feet;

thence South  $76^{\circ}57'59''$  East, 20.00 feet;

thence South  $13^{\circ}02'01''$  West, 50.00 feet;

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containing 1,000 square feet, more or less.

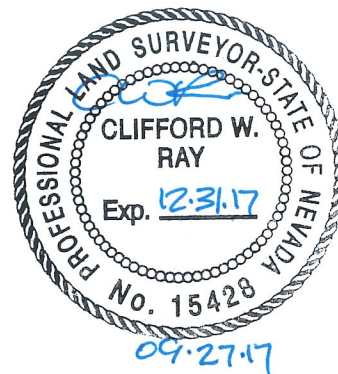
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Prepared By: R.O. ANDERSON ENGINEERING, INC.

Clifford W. Ray, P.L.S. 15428

P.O. Box 2229

Minden, Nevada 89423



A.P.N. 008-531-45  
 POKER BROWN, LLC

SCALE: 1" = 200'

DEER RUN RD

GATE EASEMENT  
 1000 SF.

APPROXIMATE CENTER  
 LINE OF BRUNSWICK  
 CANYON ROAD

CARSON  
 RIVER

N55°36'24"E 506.43' (TIE)

BASIS OF BEARING  
 S26°22'04"W 4504.26'

CARSON CITY  
 CONTROL  
 MONUMENT CC022

CARSON CITY  
 CONTROL  
 MONUMENT CC050

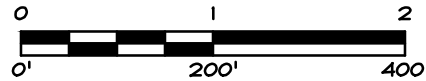
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L2	S76°57'59"E	20.00'
L3	S13°02'01"W	50.00'
L4	N76°57'59"W	20.00'

**R|O Anderson**  
 WWW.ROANDERSON.COM

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**EXHIBIT 'B'**  
**GATE EASEMENT**  
**(OVER APN 008-531-45)**

09/14/17

APN 008-531-44 & 008-531-45

AFTER RECORDING RETURN TO:  
STEPHANIE HICKS, REAL PROPERTY MANAGER  
CARSON CITY PUBLIC WORKS  
3505 BUTTI WAY  
CARSON CITY, NEVADA 89701

PUBLIC ACCESS EASEMENT DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2018, General Thomas Hill, LLC, as their interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, hereby grant to the CITY, for the purpose of a permanent public access easement upon, under, over and across certain real property to the CITY; said easement is shown and more fully described as on Exhibit "A", attached hereto and made a part hereof.

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

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

\_\_\_\_\_  
General Thomas Hill, LLC

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

APN 008-531-44 & 008-531-45

CITY:

REVIEWED AND RECOMMENDED BY:

\_\_\_\_\_  
Dan Stucky, City Engineer

\_\_\_\_\_  
Date

APPROVED FOR LEGALITY AND FORM:

\_\_\_\_\_  
Carson City District Attorney

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Robert Crowell, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Susan Merriwether, Clerk-Recorder

\_\_\_\_\_  
Date



**ACCESS EASEMENT**  
(Over A.P.N.'s 008-531-44 and 008-531-45)

A strip of land forty foot (40') wide located within a portion of Section 12, Township 15 North, Range 20 East, Mount Diablo Meridian, Carson City, Nevada, said strip of land lying twenty feet (20') on both sides of the following described centerline:

**COMMENCING** at Carson City Control Monument CC022 as shown on the Record of Survey for Poker Brown, LLC, filed for record May 17, 2017 in the office of Recorder, Carson City as Document 475319;

thence North 08°07'37" East, 462.13 feet to a point on the east line of Deer Run Road and the westerly line of A.P.N. 008-531-45 as shown on said Record of Survey for Poker Brown, LLC, said point also being the centerline of an existing dirt road known as Brunswick Canyon Road the **POINT OF BEGINNING**;

thence leaving said east line of Deer Run Road and westerly line of A.P.N. 008-531-45 along the centerline of said existing dirt road the following nine (9) courses:

1. thence South 64°43'03" East, 235.96 feet;
2. thence along the arc of a tangent curve to the left having a radius of 600.00 feet, central angle of 27°06'38" and an arc length of 283.90 feet;
3. thence North 88°10'19" East, 175.89 feet;
4. thence along the arc of a tangent curve to the right having a radius of 650.00 feet, central angle of 35°11'31" and an arc length of 399.24 feet;
5. thence South 56°38'09" East, 345.20 feet;
6. thence along the arc of a tangent curve to the left having a radius of 400.00 feet, central angle of 67°34'13" and an arc length of 471.73 feet;
7. thence North 55°47'37" East, 194.59 feet;
8. thence along the arc of a tangent curve to the right having a radius of 500.00 feet, central angle of 56°53'26" and an arc length of 496.46 feet;
9. thence along the arc of a compound curve to the right having a radius of 400.00 feet, central angle of 14°44'04" and an arc length of 102.87 feet to a point on the easterly line of said A.P.N. 008-531-45, the **POINT OF TERMINUS** of this description, containing 2.49 acres, more or less.

The sidelines of said description shall be extended and shortened to begin and end on the side lines of said A.P.N. 008-531-45.

**TOGETHER WITH:**

A strip of land forty foot (40') wide located within a portion of Section 12, Township 15 North, Range 20 East, Mount Diablo Meridian, Carson City, Nevada, said strip of land lying twenty feet (20') on both sides of the following described centerline:

**COMMENCING** at Carson City Control Monument CC022 as shown on the Record of Survey for Poker Brown, LLC, filed for record May 17, 2017 in the office of Recorder, Carson City as Document 475319;

thence South 79°38'07" East, 2605.44 feet to a point on the westerly line of A.P.N. 008-531-44 as shown on said Record of Survey for Poker Brown, LLC, said point also being the centerline of an existing dirt road known as Brunswick Canyon Road the **POINT OF BEGINNING**;

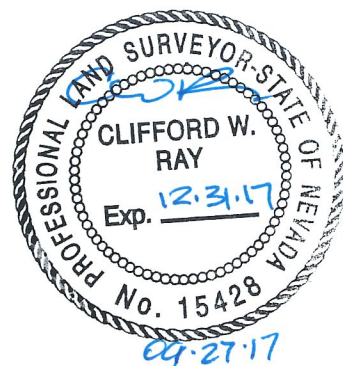
thence leaving said westerly line of A.P.N. 008-531-44 along the centerline of said existing dirt road the following ten (10) courses:

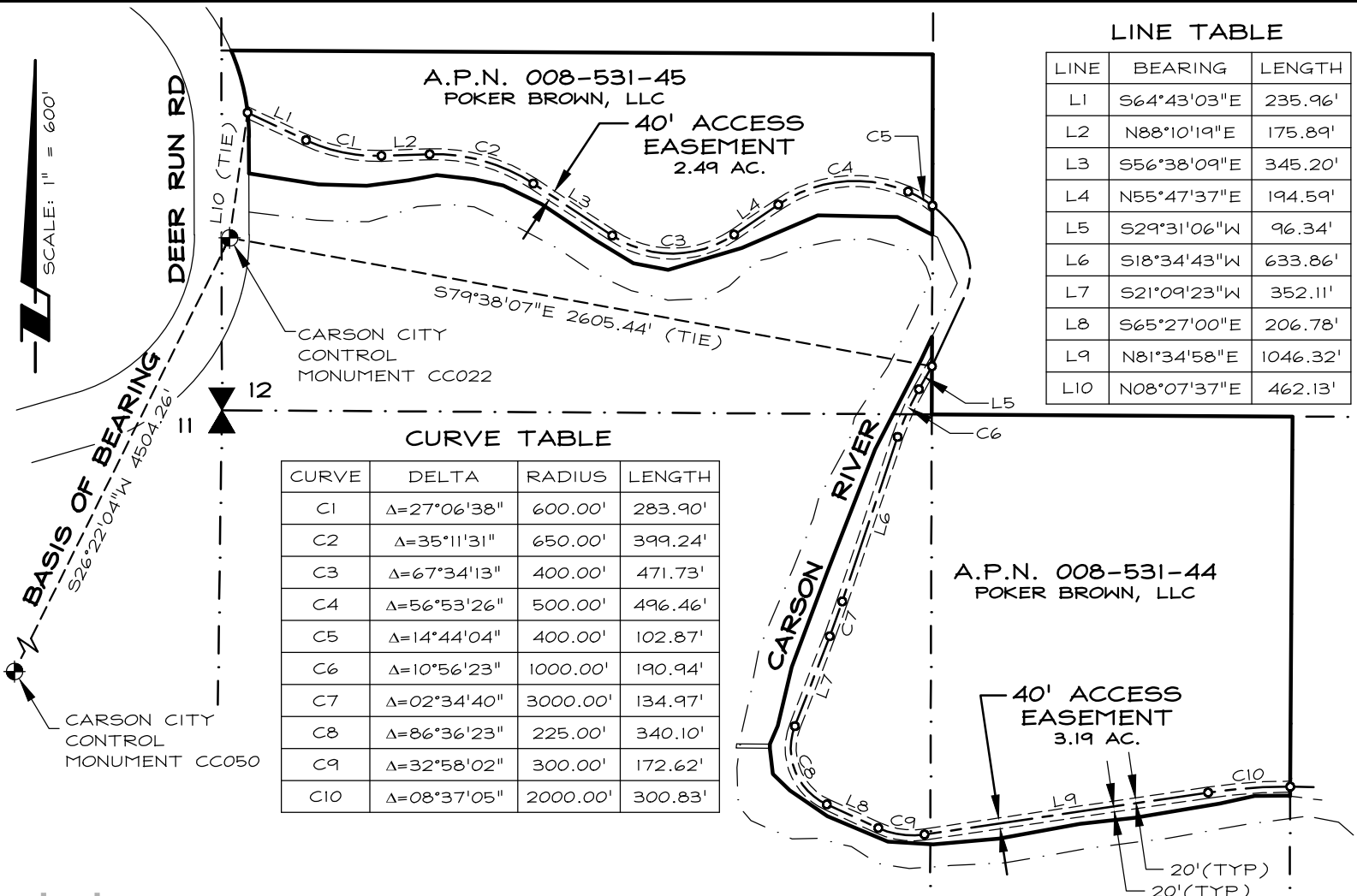
1. thence South 29°31'06" West, 96.34 feet;
2. thence along the arc of a tangent curve to the left having a radius of 1000.00 feet, central angle of 10°56'23" and an arc length of 190.94 feet;
3. thence South 18°34'43" West, 633.86 feet;
4. thence along the arc of a tangent curve to the right having a radius of 3000.00 feet, central angle of 02°34'40" and an arc length of 134.97 feet;
5. thence South 21°09'23" West, 352.11 feet;
6. thence along the arc of a tangent curve to the left having a radius of 225.00 feet, central angle of 86°36'23" and an arc length of 340.10 feet;
7. thence South 65°27'00" East, 206.78 feet;
8. thence along the arc of a tangent curve to the left having a radius of 300.00 feet, central angle of 32°58'02" and an arc length of 172.62 feet;
9. thence North 81°34'58" East, 1046.32 feet;
10. thence along the arc of a tangent curve to the right having a radius of 2000.00 feet, central angle of 08°37'05" and an arc length of 300.83 feet to a point on the easterly line of said A.P.N. 008-531-44, the **POINT OF TERMINUS** of this description, containing 3.19 acres, more or less.

The sidelines of said description shall be extended and shortened to begin and end on the side lines of said A.P.N. 008-531-44.

The Basis of Bearing of this description is South 26°22'04" West between found monuments CC022 and CC055 as shown on the Record of Survey for Poker Brown, LLC, filed for record May 17, 2017 in the office of Recorder, Carson City as Document 475319;.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
Clifford W. Ray, P.L.S. 15428  
P.O. Box 2229  
Minden, Nevada 89423



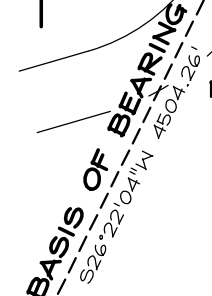


LINE TABLE

LINE	BEARING	LENGTH
L1	S64°43'03"E	235.96'
L2	N88°10'19"E	175.89'
L3	S56°38'09"E	345.20'
L4	N55°47'37"E	194.59'
L5	S29°31'06"W	96.34'
L6	S18°34'43"W	633.86'
L7	S21°09'23"W	352.11'
L8	S65°27'00"E	206.78'
L9	N81°34'58"E	1046.32'
L10	N08°07'37"E	462.13'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	Δ=27°06'38"	600.00'	283.90'
C2	Δ=35°11'31"	650.00'	399.24'
C3	Δ=67°34'13"	400.00'	471.73'
C4	Δ=56°53'26"	500.00'	496.46'
C5	Δ=14°44'04"	400.00'	102.87'
C6	Δ=10°56'23"	1000.00'	190.94'
C7	Δ=02°34'40"	3000.00'	134.97'
C8	Δ=86°36'23"	225.00'	340.10'
C9	Δ=32°58'02"	300.00'	172.62'
C10	Δ=08°37'05"	2000.00'	300.83'



**R|O|Anderson**  
WWW.ROANDERSON.COM

MINDEN 1603 Esmeralda Ave  
P.O. Box 2229  
Minden, NV 89423  
p 775.782.2322  
f 775.782.7084

RENO 140 W. Huffaker Lane  
Suite 507  
Reno, NV 89511  
p 775.782.2322  
f 775.782.7084



**EXHIBIT 'B'**  
**PUBLIC ACCESS EASEMENT**  
(OVER APN 008-531-44 & 45)

09/14/17