



# STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** November 19, 2020

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

**Agenda Title:** For Possible Action: Discussion and possible action regarding a non-exclusive waterline easement and a non-exclusive storm drain easement granted by Retail Court Hotel, LLC, to Carson City for a new townhome subdivision on APN 002-751-07 off Emerson Drive and a new hotel on APN 002-751-01 off Retail Court, and authorization for the Acting Mayor / Mayor Pro Tempore to sign the easements. (Darren Schulz, Dschulz@carson.org; Robert Nellis, RNellis@carson.org)

Staff Summary: APN 002-751-07 is being subdivided and requires water service. The 7,021 square foot waterline easement will extend the City's water main from Retail Court through APN 002-751-01 to a new townhome development on APN 002-751-07. A 9,571 square foot storm drain easement on APN 002-751-07 and a 3,541 square foot storm drain easement on APN 002-751-01 is being granted by Retail Court Hotel, LLC, to the City to create the necessary infrastructure to accommodate runoff, from both the new townhome subdivision on Emerson Drive and the new hotel on Retail Court. The easements also allow for vehicle and equipment access for maintenance and repair.

**Agenda Action:** Formal Action / Motion **Time Requested:** Consent

**Proposed Motion**

I move to approve the easements and authorize the Acting Mayor / Mayor Pro Tempore to sign them.

**Board's Strategic Goal**

Sustainable Infrastructure

**Previous Action**

N/A

**Background/Issues & Analysis**

APN 002-751-07 is in the process of being developed for townhomes and APN 002-751-01 will have construction of a new Staybridge Suites completed by the end of the calendar year. In May 2019, the property owner of APN 002-751-07 approached Retail Court Hotel, LLC, the neighboring owner of APN 002-751-01, who was in the process of developing their property and requested if Retail Court Hotel, LLC, would agree to have a waterline extended from Retail Court across their property, APN 002-751-01, to serve the new townhome development on APN 002-751-07. Since Retail Court Hotel, LLC, already needed to install a waterline to serve the development of their new hotel, the property owners entered into an agreement to resize the 6-inch planned waterline to 8 inches in order to serve both properties. Additionally, the City is requiring a redundant waterline loop between Retail Court and Emerson Drive, to comply with Carson City Municipal Code (CCMC) requirements. In exchange for increasing the size of the waterline and granting a waterline easement to the City, the owners of APN 002-751-07 agreed to grant a storm drain easement on their property to the City to accommodate the hydraulic infrastructure needed for both the townhomes and the hotel. The Public Works

Department and the Nevada Division of Environmental Protection (NDEP) issued permits to Retail Court Hotel, LLC for the waterline, which has been installed on APN 002-751-01 and capped at the property line for APN 002-751-07 (see the attached figures). While the storm drain easement will be available to the City to repair public infrastructure, the private hydraulic infrastructure located within the easement will be maintained by the property owners.

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

NRS Chapter 271, Local Improvements

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:** N/A

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** N/A

**Alternatives**

Do not approve the easements and propose a modified motion or provide alternate direction to staff.

**Attachments:**

[Retail Court Storm Drain Easement.pdf](#)

[Retail Court Waterline Easement.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

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

APNs: 002-751-01 and 002-751-07

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

**STORM DRAIN EASEMENT AGREEMENT**

THIS STORM DRAIN EASEMENT AGREEMENT (this "Agreement") is made this <sup>6<sup>th</sup></sup> day of <sup>Nov.</sup>, 2020 (the "Effective Date"), by and among RETAIL COURT HOTEL, LLC, a Utah limited liability company ("RCH"), KLS PLANNING & DESIGN GROUP, A NEVADA S-CORPORATION, ("KLS"), and CARSON CITY, NEVADA, a Consolidated Municipality (the "City").

RECITALS

A. RCH owns certain real property located in Carson City, Nevada (the "RCH Property"). The RCH Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. KLS owns certain real property located adjacent to the RCH Property in Carson City, Nevada (the "KLS Property"). The KLS Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. The City desires to obtain a non-exclusive storm drain easement as provided herein (the "Easement") on, under, over, across, and through a portion of both the RCH Property and the KLS Property (the "Easement Area"). The Easement Area is identified and more particularly described on Exhibit C and depicted on the Illustration of Exhibit C, attached hereto and incorporated herein by this reference. If there is any discrepancy between the legal description and the depiction, the legal description shall control.

D. RCH and KLS have agreed to convey the Easement to the City, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Easement. RCH, with respect to the RCH Property, and KLS, with respect to the KLS Property, each hereby grant to the City, a non-exclusive permanent storm drain easement on, under, over, across, and through the Easement Area for access to and from, and maintenance, operation, and repair of, the storm drain and associated improvements, facilities, and infrastructure described on Exhibit D attached hereto and incorporated herein by this reference (collectively, the "Storm Drain Improvements"). In connection with the foregoing, RCH, with respect to the RCH Property, and KLS, with respect to the KLS Property, declare that

the Easement Area is for the benefit of both the RCH Property and the KLS Property, such that both properties can make use of the Easement Area for storm drainage purposes for and from each respective property.

2. Access. The City and its agents, servants, employees, consultants, contractors and subcontractors (collectively, the "City's Agents") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. The City's Agents will enter upon the Easement Area at their sole risk and hazard. The City and its successors and assigns, hereby release RCH and KLS from any claims relating to the condition of the Easement Area, the RCH Property and the KLS Property and the entry upon the Easement Area and the RCH Property and the KLS Property by the City and the City's Agents.

3. Reservation by RCH and KLS. Except to the extent otherwise set forth herein, RCH, with respect to the RCH Property, and KLS, with respect to the KLS Property, hereby reserve the right to use the Easement Area located on their respective property for any use not inconsistent with the City's permitted use of the Easement Area.

4. Maintenance. RCH, with respect to the RCH Property, and KLS, with respect to the KLS Property, at its sole cost and expense, agree to maintain the Storm Drain Improvements situated on its respective property in good order and repair and to promptly repair any damage to such Storm Drain Improvements located on its property; provided, however, that until such time as the KLS Property is developed, RCH agrees to maintain the Storm Drain Improvements constructed in accordance with this Agreement, regardless of whether they are situated on the RCH Property or the KLS Property. Notwithstanding the foregoing, if either RCH or KLS cause specific extraordinary damage (not including normal wear and tear) to any portion of the Easement Area, such party shall be responsible, at its sole cost and expense, to repair said damage caused by such party or its agents, employees, consultants, guests, invitees, licensees, or customers, which repair shall promptly commence, but in no case later than ten (10) days following written notice from the other party, and shall diligently pursue repair of the damage to completion.

5. Self Help. In the event a party fails to fulfill its obligations to maintain and repair the Storm Drain Improvements constructed in accordance with this Agreement (the "Defaulting Party") pursuant to Section 4 above, after thirty (30) days written notice from the other party (collectively and individually, the "Non-Defaulting Party") to perform in accordance with this Agreement (unless in case of emergency wherein no written notice will be required), the Non-Defaulting Party may, in its sole and absolute discretion, enter the Easement Area for the purpose of maintaining the Storm Drain Improvements and the Defaulting Party shall pay the Non-Defaulting Party, upon demand, the Non-Defaulting Party's actual costs incurred in maintaining the Improvements. A case of emergency includes, but shall not be limited to, restricting vehicular access across the Easement Area to and from a party's property for a period of twenty-four (24) consecutive hours.

6. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Easement shall run with the land and any lot or parcel lawfully created out of the RCH Property or the KLS Property, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. The benefits and burdens of this Agreement and the obligations set forth herein shall touch and

concern the land and run with the land with respect to the RCH Property and the KLS Property and shall be binding upon future fee owners of the RCH Property and the KLS Property.

*[signatures are on the following page]*

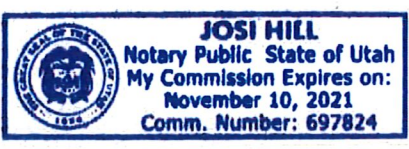
IN WITNESS WHEREOF, RCH and KLS have hereunto signed this Agreement on the Effective Date.

RETAIL COURT HOTEL, LLC,  
a Utah limited liability company

By: [Signature]  
Name: RICHARD L. BOZZELLI  
Its: MANAGER

STATE OF UTAH )  
COUNTY OF SALT LAKE )

This instrument was acknowledged before me on this 10 day of NOVEMBER, 2020 by Richard Bozzelli, the manager of Retail Court Hotel, LLC, a Utah limited liability company.



[Signature]  
Notary Public

*[further signatures and acknowledgements are on the following page]*

KLS PLANNING & DESIGN GROUP, A NEVADA S-CORPORATION

By: [Signature]  
Name: John F. Krmpotic  
Its: Member

STATE OF Nevada )  
COUNTY OF Washoe )

This instrument was acknowledged before me on this 6<sup>th</sup> day of November, 2020  
by John F. Krmpotic.



[Signature]  
Notary Public

CITY:  
REVIEWED AND RECOMMENDED BY:

\_\_\_\_\_  
Randall Rice, City Engineer Date

APPROVED FOR LEGALITY AND FORM:

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

APPROVED:

\_\_\_\_\_  
Brad Bonkowski Date  
Mayor Pro Tempore / Acting Mayor

ATTEST:

\_\_\_\_\_  
Aubrey Rowlett, Clerk-Recorder Date

## EXHIBIT A

### [Legal Description of the RCH Property]

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

Amended Parcel 2, Parcel Map 950, all that portion of the West 1/2 of Section 4 and the East 1/2 of Section 5, Township 15 North, Range 20 East, M.D.B.&M., Carson City, Nevada, more particularly described as follows:

COMMENCING at the Northwest corner of the said Section 4; thence South 00°08'45" East, a distance of 826.43 feet to a Carson City brass cap set at the North line of Arrowhead Drive; thence South 00°10'42" West, a distance of 1786.08 feet to the West 1/4 corner of Section 4, from which the East 1/4 corner of Section 5 bears South 00°10'42" West, a distance of 6.76 feet; thence North 0°10'42" East, a distance of 133.24 feet to the TRUE POINT OF BEGINNING; thence North 0°10'42" East, a distance of 70.00 feet; thence South 89°52'33" East, a distance of 262.00 feet; thence South 0°10'42" West, a distance of 70.00 feet; thence North 86°01'33" East, a distance of 300.37 feet; thence South 27°02'13" West, a distance of 396.20 feet; thence along an arc of a non-tangent curve to the left, concave to the South, whose tangent bears South 89°15'22" West, having a central angle of 4°45'15", a radius of 2030.00 feet, and an arc length of 168.44 feet; thence South 84°30'07" West, a distance of 831.15 feet; thence along an arc of a tangent curve, concave to the Southeast, having a central angle of 47°08'06", a radius of 1130.56 feet, and an arc length of 930.07 feet; thence South 37°22'01" West, a distance of 401.18 feet; thence North 52°37'59" West, a distance of 331.15 feet; thence North 35°00'37" East, a distance of 1027.27 feet; thence South 89°52'33" East, a distance of 959.01 feet; thence North 0°10'42" East, a distance of 140.00 feet; thence South 89°52'33" East, a distance of 362.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM Parcels 1, 2, 3 and 4 as shown on Parcel Map for Richard K. Langson, filed for record in the office of the Carson City Recorder, State of Nevada, on January 29, 1996 in Book 8 of Maps, Page 2143, File No. 184746.

FURTHER EXCEPTING THEREFROM the parcel of land conveyed to the State of Nevada, acting by and through its Department of Transportation by Deeds recorded on July 13, 1990 as Document No.'s 103035 and 103036, Official Records.



**EXHIBIT B**

[Legal Description of the Rottman Property]

All that real property situate in Carson City, State of Nevada, described as follows:

That portion of the Southeast ¼ of Section 5, Township 15 North, Range 20 East, M.D.B.&M., shown as Parcel D of Parcel Map No. 1778, recorded March 9, 1990, in Book 6, Page 1778, as Document No. 97261, Official Records of Carson City, Nevada.

EXCEPTING THEREFROM all those certain lots, pieces or parcels of land situate in the Northwest ¼ of the Southeast ¼ of Section 5, Township 15 North, Range 20 East, M.D.B.&M., Carson City, Nevada, as described in that certain Quitclaim Deed to Sierra Pacific Power Company, a Nevada Corporation, recorded on April 22, 2004 as Document No. 317453, more particularly described as follows:

COMMENCING at the Southeast Corner of Parcel D, as shown on the Parcel Map for BRUCE K. LANGSON, filed March 9<sup>th</sup>, 1990, under File No. 97261, Official Records of Carson City, Nevada; thence North 08°15'57" East, a distance of 66.82 feet, to the point of beginning; thence North 54°59'23" West, a distance of 145.67 foot; thence North 35°00'37" East, a distance of 205.67 feet; thence South 54°59'23" East, a distance of 145.67 feet; thence South 35°00'37" West, a distance of 205.67 feet, returning to the point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain Trustee's Deed recorded in the office of the County Recorder of Carson City County, Nevada on July 25, 2011, as Document No. 413994, and re-recorded on September 5, 2012 as Document No. 425880 of Official Records.

Exhibit C

## STORM DRAIN EASEMENT

## LEGAL DESCRIPTION

All that certain Storm Drain Easement situate within the Southeast  $\frac{1}{4}$  of Section 5, Township 15 North, Range 20 East, MDM and being a portion of Parcel D as shown on Parcel Map 1778 for Bruce K. Langson recorded in the Official Records of Carson City on March 9, 1990 under filing No. 97261 and being described as follows:

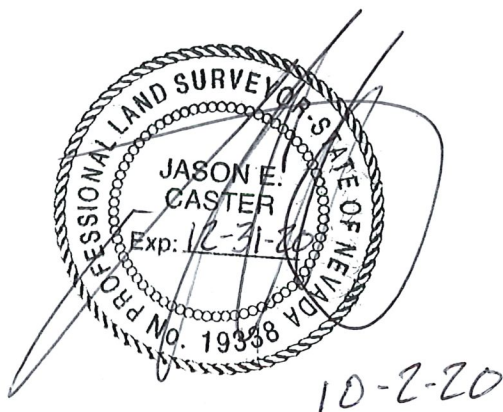
BEGINNING at the southeast corner of said Parcel D, said point of beginning being further described as the northeast corner of Parcel A of said Parcel Map; Thence, N66°22'23"W, 138.07 feet along the line between said Parcels A and D; Thence, along a tangent curve to the right having a radius of 20.00 feet, a central angle of 67°15'41" and an arc length of 23.48 feet; Thence, N00°53'17"E, 29.79 feet; Thence, along a tangent curve to the right having a radius of 20.00 feet, a central angle of 124°51'42" and an arc length of 43.58 feet; Thence, S54°15'00"E, 103.89 feet; Thence, S85°59'07"E, 61.53 feet to the easterly line of said Parcel D; Thence, S35°45'00"W, 67.36 feet along said easterly line to the POINT OF BEGINNING.

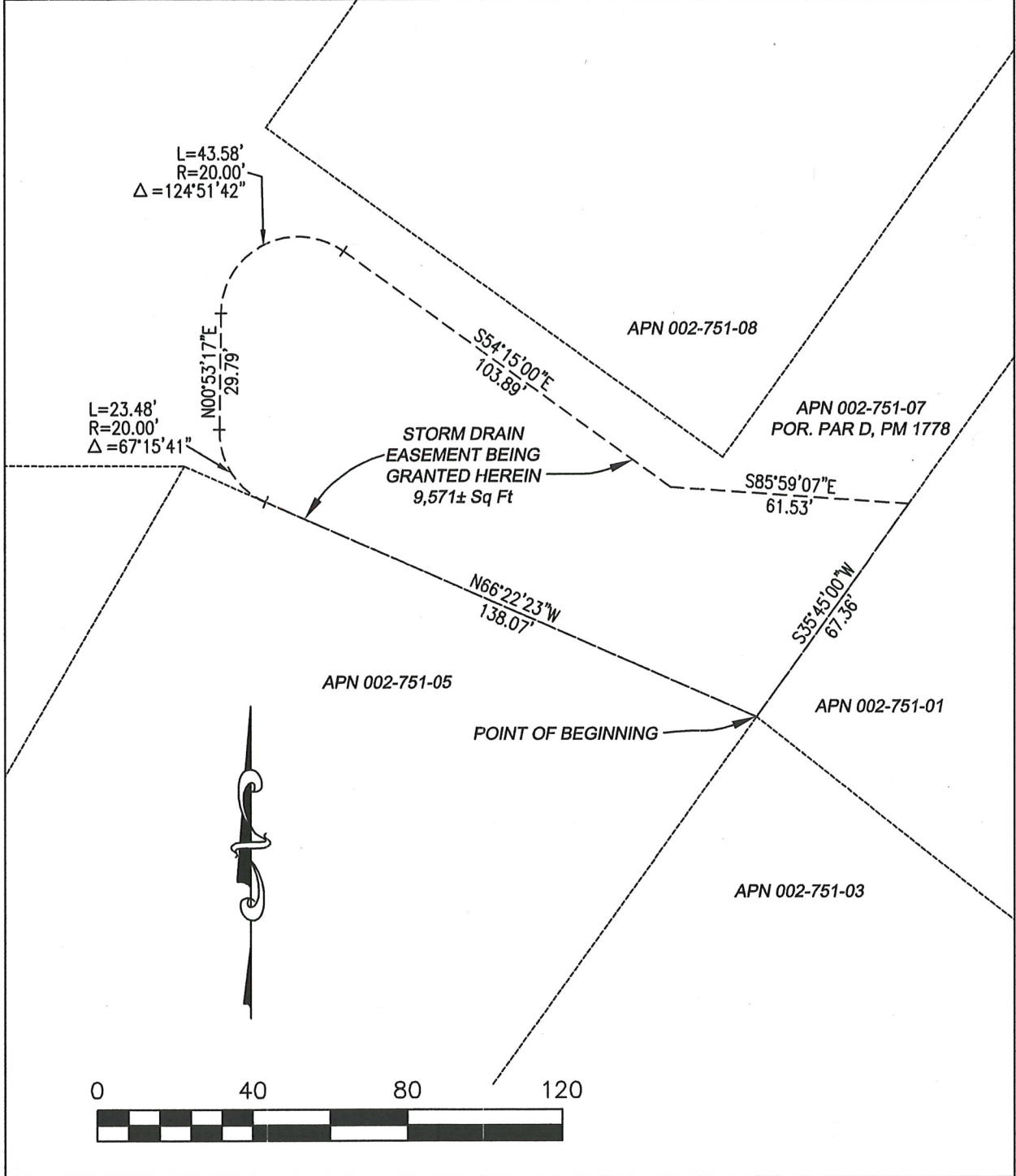
Contains: 9,571 Square Feet of land, more or less.

Basis of Bearings: NAD 83(94 HARN), Nevada State Plane Coordinate System, West Zone.

Legal Description prepared by:

Jason E. Caster, PLS  
 AXION ENGINEERING  
 683 Edison Way  
 Reno, NV 89502





DISPLAY MAP  
OF  
STORM DRAIN EASEMENT  
CARSON CITY, NEVADA  
SCALE: 1"=40'



683 EDISON WAY - RENO, NEVADA 89502  
PH 775-771-5554 / FX 775-357-8421

## 10' STORM DRAIN EASEMENT

## LEGAL DESCRIPTION

All that certain Ten-Foot Storm Drain Easement situate within the Southeast ¼ of Section 5, Township 15 North, Range 20 East, MDM and being a portion of Parcel 2 as shown on Parcel Map 950 for D.R.L. Investments recorded in the Official Records of Carson City on December 28, 1982 under filing No. 15406, the centerline of which is described as follows:

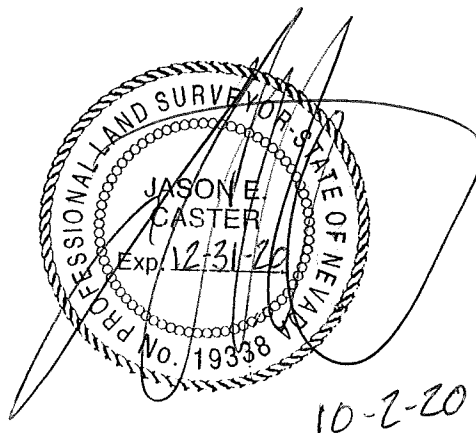
BEGINNING at the a point on the westerly line of said Parcel 2 from which the southwest corner thereof bears S35°45'00"W, 42.87 feet; Thence, S51°11'56"E, 294.87 feet; Thence, N75°33'33"E, 54.54 feet; Thence, S50°17'33"E, 4.68 feet to the easterly line of said Parcel 2 (and the westerly line of Retail Court) and the POINT OF TERMINUS. The sidelines of the herein described Ten-Foot Storm Drain easement are five feet (5') on each side of the above centerline and shall be shortened or lengthened so as to begin and end on the grantor's boundary.

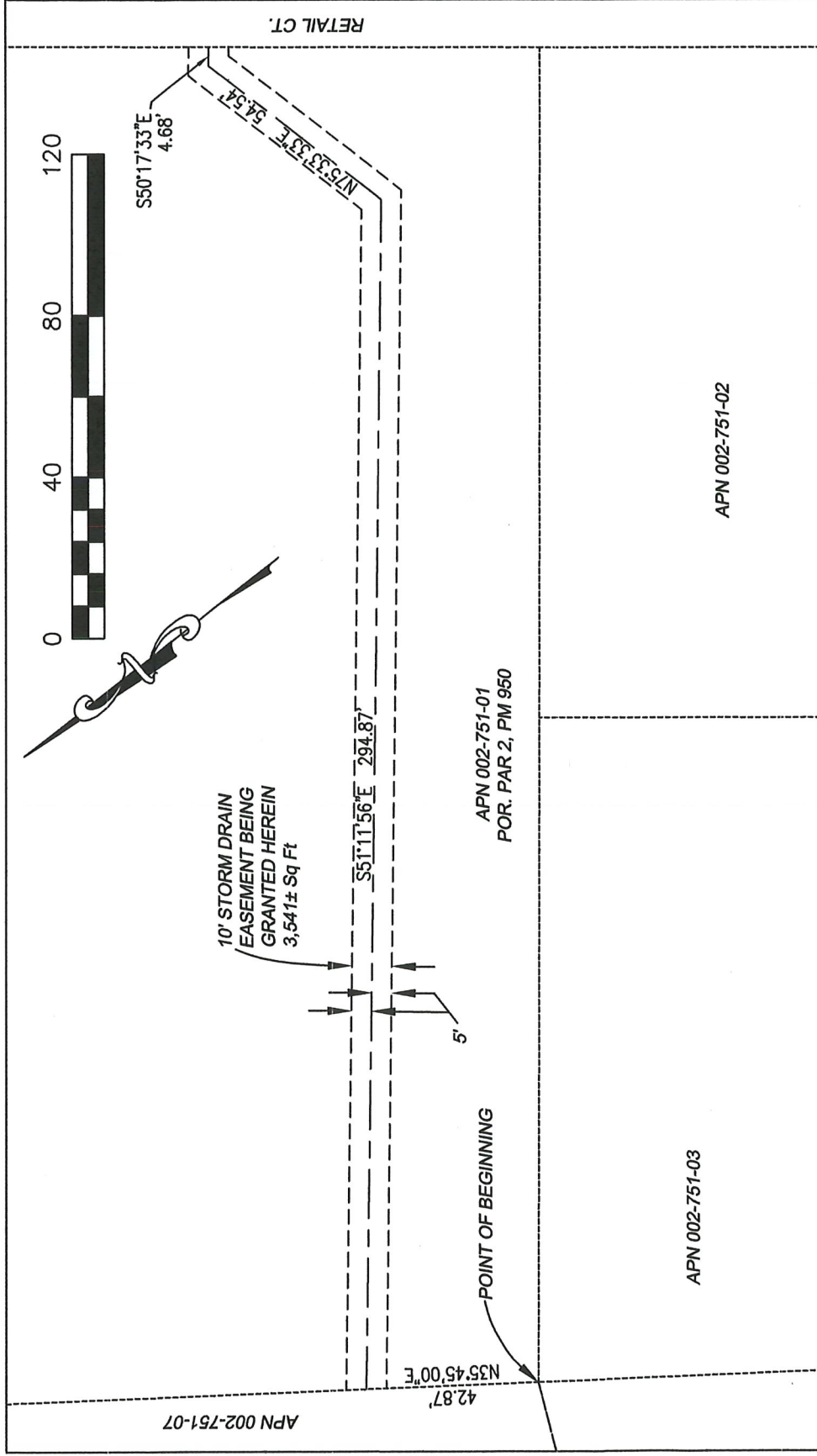
Contains: 3,541 Square Feet of land, more or less.

Basis of Bearings: NAD 83(94 HARN), Nevada State Plane Coordinate System, West Zone.

Legal Description prepared by:

Jason E. Caster, PLS  
 AXION ENGINEERING  
 683 Edison Way  
 Reno, NV 89502





683 EDISON WAY - RENO, NEVADA 89502  
 PH 775-771-5554 / FX 775-357-8421

DISPLAY MAP  
 OF  
 STORM DRAIN EASEMENT  
 CARSON CITY, NEVADA  
 SCALE: 1" = 40'

**EXHIBIT D**

[Storm Drain Improvements]

Detention pond, inlet catch basin, and 18" plastic piping that ties into the city storm drain system along Retail Court.

APN 002-751-01  
Address: 972 Retail Court, Carson City, Nevada

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

### WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT (this "Agreement") is made this 21<sup>st</sup> day of Aug, 2020 (the "Effective Date"), by and between RETAIL COURT HOTEL, LLC, a Utah limited liability company ("Grantor"), and CARSON CITY, NEVADA, a Consolidated Municipality (the "City").

#### RECITALS

A. Grantor owns certain real property located in Carson City, Nevada (the "Grantor's Property"). The Grantor's Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. The City desires to obtain a non-exclusive water line easement (the "Easement") on, under, over, across, and through a portion of the Grantor's Property (the "Easement Area"). The Easement Area is identified more particularly described on Exhibit B and depicted on the Illustration of Exhibit B, both attached hereto and incorporated herein by this reference. If there is any discrepancy between the legal description and the depiction, the legal description shall control.

C. Grantor is willing to convey the Easement to the City, subject to the terms and conditions set forth herein.

#### TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the City, a non-exclusive permanent water line easement on, under, over, across, and through the Easement Area (the "Water Line") for access to and from, and maintenance of, the Water Line and associated improvements, facilities, and infrastructure.

2. Access. The City and its agents, servants, employees, consultants, contractors and subcontractors (collectively, the "City's Agents") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. The City's Agents will enter upon the Easement Area at their sole risk and hazard. The City and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area, Grantor's Property and the entry upon the Easement Area and Grantor's Property by the City and the City's Agents.

APN 002-751-01

Address: 972 Retail Court, Carson City, Nevada

3. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with the City's permitted use of the Easement Area.

4. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, GRANTOR has hereunto signed this Agreement on the Effective Date.

RETAIL COURT HOTEL, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Richard Sorren  
Its: Manager

STATE OF UTAH )  
COUNTY OF SALT LAKE )

This instrument was acknowledged before me on this 21 day of August, 2020 by Rick Bozzelli, the Manager of Retail Court Hotel, LLC, a Utah limited liability company.



[Signature]  
Notary Public

[further signatures and acknowledgements are on the following page]



APN 002-751-01

Address: 972 Retail Court, Carson City, Nevada

CITY:

REVIEWED AND RECOMMENDED BY:

---

Randall Rice, City Engineer

Date

APPROVED FOR LEGALITY AND FORM:

---

Carson City District Attorney

Date

APPROVED:

---

Brad Bonkowski,

Acting Mayor / Mayor Pro Tempore

Date

ATTEST:

---

Aubrey Rowlett, Clerk-Recorder

Date

APN 002-751-01

Address: 972 Retail Court, Carson City, Nevada

**EXHIBIT A**

[Legal Description of the Grantor's Property]

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

Amended Parcel 2, Parcel Map 950, all that portion of the West 1/2 of Section 4 and the East 1/2 of Section 5, Township 15 North, Range 20 East, M.D.B.&M., Carson City, Nevada, more particularly described as follows:

COMMENCING at the Northwest corner of the said Section 4; thence South 00°08'45" East, a distance of 826.43 feet to a Carson City brass cap set at the North line of Arrowhead Drive; thence South 00°10'42" West, a distance of 1786.08 feet to the West 1/4 corner of Section 4, from which the East 1/4 corner of Section 5 bears South 00°10'42" West, a distance of 6.76 feet; thence North 0°10'42" East, a distance of 133.24 feet to the TRUE POINT OF BEGINNING; thence North 0°10'42" East, a distance of 70.00 feet; thence South 89°52'33" East, a distance of 262.00 feet; thence South 0°10'42" West, a distance of 70.00 feet; thence North 86°01'33" East, a distance of 300.37 feet; thence South 27°02'13" West, a distance of 396.20 feet; thence along an arc of a non-tangent curve to the left, concave to the South, whose tangent bears South 89°15'22" West, having a central angle of 4°45'15", a radius of 2030.00 feet, and an arc length of 168.44 feet; thence South 84°30'07" West, a distance of 831.15 feet; thence along an arc of a tangent curve, concave to the Southeast, having a central angle of 47°08'06", a radius of 1130.56 feet, and an arc length of 930.07 feet; thence South 37°22'01" West, a distance of 401.18 feet; thence North 52°37'59" West, a distance of 331.15 feet; thence North 35°00'37" East, a distance of 1027.27 feet; thence South 89°52'33" East, a distance of 959.01 feet; thence North 0°10'42" East, a distance of 140.00 feet; thence South 89°52'33" East, a distance of 362.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM Parcels 1, 2, 3 and 4 as shown on Parcel Map for Richard K. Langson, filed for record in the office of the Carson City Recorder, State of Nevada, on January 29, 1996 in Book 8 of Maps, Page 2143, File No. 184746.

FURTHER EXCEPTING THEREFROM the parcel of land conveyed to the State of Nevada, acting by and through its Department of Transportation by Deeds recorded on July 13, 1990 as Document No.'s 103035 and 103036, Official Records.

## WATERLINE EASEMENT

### LEGAL DESCRIPTION

All that certain Waterline Easement situate within the Southeast  $\frac{1}{4}$  of Section 5, Township 15 North, Range 20 East, MDM and being a portion of Parcel 2 as shown on Parcel Map 950 for D.R.L. Investments recorded in the Official Records of Carson City on December 28, 1982 under filing No. 15406 and being described as follows:

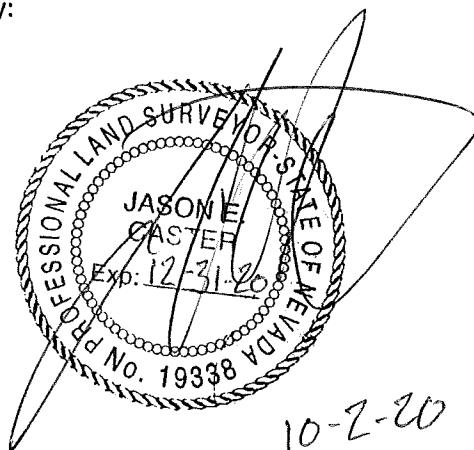
BEGINNING at the a point on the westerly line of said Parcel 2 from which the southwest corner thereof bears  $S35^{\circ}45'00''W$ , 50.59 feet; Thence,  $N35^{\circ}45'00''E$ , 20.02 feet along said westerly line; Thence,  $S51^{\circ}52'47''E$ , 33.12 feet; Thence,  $S06^{\circ}45'22''E$ , 59.96 feet; Thence,  $S51^{\circ}45'25''E$ , 258.40 feet to the easterly line of said Parcel 2 (and the westerly line of Retail Court); Thence,  $S38^{\circ}07'13''W$ , 20.00 feet along said easterly line; Thence,  $N51^{\circ}45'25''W$ , 266.72 feet; Thence,  $N06^{\circ}45'22''W$ , 59.93 feet; Thence,  $N51^{\circ}52'47''W$ , 23.99 feet to the POINT OF BEGINNING.

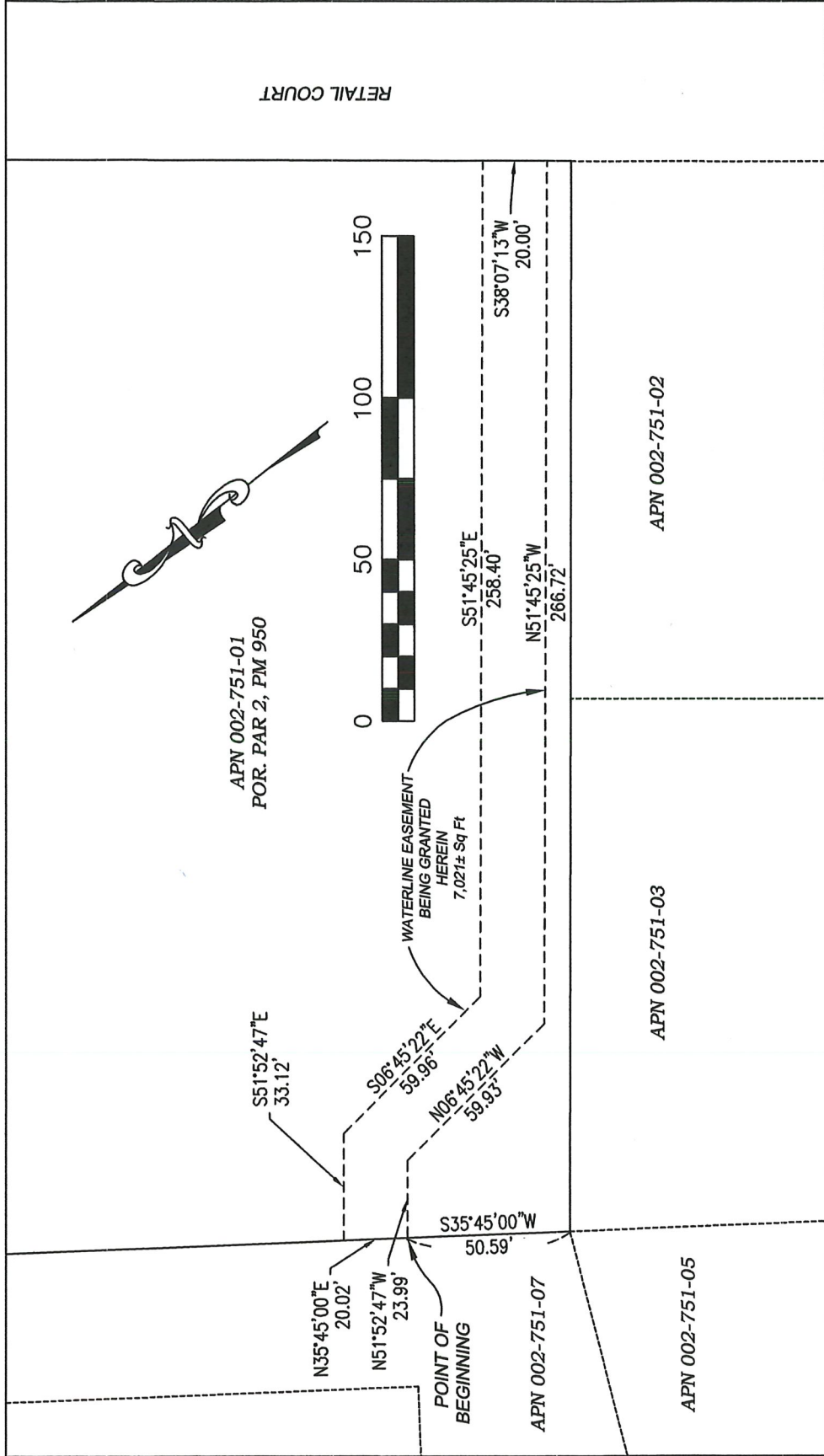
Contains: 7,021 Square Feet of land, more or less.

Basis of Bearings: NAD 83(94 HARN), Nevada State Plane Coordinate System, West Zone.

Legal Description prepared by:

Jason E. Caster, PLS  
 AXION ENGINEERING  
 683 Edison Way  
 Reno, NV 89502





**Axion**  
**ENGINEERING**  
 Civil Engineering • Land Development

DISPLAY MAP  
 OF  
 WATERLINE EASEMENT  
 CARSON CITY, NEVADA  
 SCALE: 1" = 50'

683 EDISON WAY - RENO, NEVADA 89502  
 PH 775-771-5554 / FX 775-357-8421