

**City of Carson City
Agenda Report**

Date Submitted: November 19, 2010

Agenda Date Requested: December 2, 2010

Time Requested: Consent Agenda

To: Mayor and Supervisors
From: Public Works

Subject Title: Action to approve a Permanent Easement for a Pedestrian Pathway between the Nevada Division of State Lands, for and on behalf of the Department of Corrections and the Nevada Army National Guard (Grantors) and Carson City, which will allow Carson City to construct and maintain the Fairview Drive Pedestrian Pathway, which is on Grantors' property, and concurrently construct the North/South Water Transmission Main Phase II Project. *(Robert Fellows)*

Staff Summary: The Permanent Easement is to provide Carson City the access necessary to construct and maintain the Fairview Drive Pedestrian Pathway and concurrently construct the North/South Water Transmission Main Phase II Project in Fairview right-of-way. Carson City intends to install a 24-inch Transmission Main and construct a 12-foot pedestrian pathway along the alignment of the east side of Fairview Drive between E. Fifth Street and Edmonds Drive. The easement for the pathway allows the water main to be constructed with limited interference to traffic on Fairview.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the Permanent Easement for a Pedestrian Pathway between the Nevada Division of State Lands, for and on behalf of the Department of Corrections and the Nevada Army National Guard (Grantors) and Carson City, which will allow Carson City to construct and maintain the Fairview Drive Pedestrian Pathway, which is on Grantors' property, and concurrently construct the North/South Water Transmission Main Phase II Project. *(Robert Fellows)*

Explanation for Recommended Board Action: The primary purpose of this easement is to allow the water main to be constructed with limited interference to traffic on Fairview.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 408

Fiscal Impact: No fiscal impact.

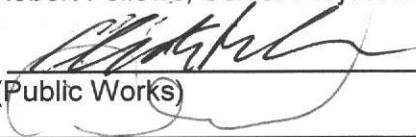
Explanation of Impact: N/A

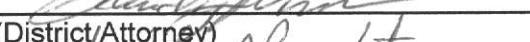
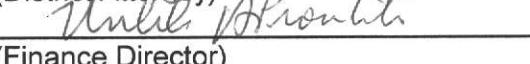
Funding Source: N/A

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Permanent Easement.

Prepared By: Robert Fellows, Senior Project Manager.

Reviewed By: 
(Public Works) Date: 11/22/10

(City Manager) Date: 11/22/10

(District Attorney) Date: 11/22/10

(Finance Director) Date: 11/22/10

Board Action Taken:

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

(Vote Recorded By)



NG 23 & PRIS 1/DMM/3632
CARSON CITY
APN(s): 010-052-02, 010-052-03
and 010-072-02, 010-034-02

Recording Requested by and Return To:

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

NON-EXCLUSIVE PERMANENT EASEMENT
CARSON CITY PUBLIC WORKS DEPARTMENT
PEDESTRIAN PATHWAY

This Non-Exclusive Permanent Easement is made and entered into this 20th day of AUGUST, 2010 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, for and on behalf of the DEPARTMENT OF CORRECTIONS AND THE NEVADA ARMY NATIONAL GUARD, hereinafter referred to as GRANTORS and CARSON CITY PUBLIC WORKS, hereinafter referred to as GRANTEE.

WHEREAS, GRANTOR is the owner of Carson City Assessor's Parcel Numbers: 010-052-02, 010-052-03, 010-072-02 and 010-034-02 in which said parcels are managed by the Department of Corrections and the Nevada Army National Guard; and

WHEREAS, GRANTEE, has made application to and wishes to obtain from the GRANTOR an easement for the permanent installation and maintenance of

the pedestrian pathway and related storm water facilities to provide for pedestrian safety; and

WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Permanent Easement for the purposes stated above, hereinafter referred to as "the Project," under, over, across and/or through the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, under, across and/or through a portion of that certain property situate in Sections 15, 21, and 22, Township 15 North, Range 20 East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

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

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the Fairview Drive Multi-Use Path and Related Improvements Site Plan dated July 7, 2010 incorporated herein and by reference made a part hereof.

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

3. **CONSIDERATION:** Pursuant to NRS 322.140(1) the State Land Registrar has waived the fee for the issuance of this Non-Exclusive Permanent Easement since the Project protects and/or promotes public health and/or safety and provides a benefit to the State owned property along Fairview Drive.

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

5. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold

harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

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

7. INSURANCE; CONTRACTORS AND SUB-CONTRACTORS: This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Permanent Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Permanent Easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the State of Nevada, its

officers, employees and agents as additional insureds for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Deann McKay, State Land Agent II
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701**

8. PLANS AND PHOTOGRAPHS: The Project and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations. GRANTEE agrees to provide GRANTOR with a set of before and after construction photographs of the

Project to be taken from established points agreed to by GRANTOR. GRANTEE agrees to provide a set of record drawings which reflect the Project as it was built within six months of completion of construction and installation of the Project.

9. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

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

11. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the Non-Exclusive Permanent Easement, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

12. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

13. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Non-Exclusive Permanent Easement and understands and agrees that the Project must be maintained in good repair at all times. In addition the GRANTEE, its successors and assigns shall be responsible for the maintenance activities as outlined within the document entitled Maintenance Activities for Multi-Use Paths dated July 15, 2010 as retained within the Nevada Division of State Lands Project file. These referenced activities shall be in effect throughout the term of the non-exclusive permanent easement with the exception of the vegetation, slope vegetation and re-vegetation requirements which will remain in effect for THREE (3) years after completion of the Project. Vegetation maintenance requirements must adhere to the activities outlined in the aforementioned document on file with the Nevada Division of State Lands.

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

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

16. NOTICES: All notices under this Non-Exclusive Permanent Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701

17. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS A & B.**

18. TERMINATION: Either party shall have the right to terminate this Non-Exclusive Permanent Easement in whole or in part any time during the term hereof, provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as

near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Permanent Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. Any and all right, title or interest must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns at no expense or cost to the GRANTOR.

19. TERM AND DISCONTINUATION: This Non-Exclusive Permanent Easement shall continue so long as the same may be necessary and required for the purposes for which it was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Permanent Easement shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

20. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Permanent Easement to become invalid and shall require the removal of the Project and appurtenances. All right, title and interest in the Non-Exclusive Permanent Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this

Non-Exclusive Permanent Easement to its contractors prior to entering and beginning any work on the property described herein.

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

22. SURVIVAL: This Non-Exclusive Permanent Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

23. ENTIRE AGREEMENT: This Non-Exclusive Permanent Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Permanent Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Permanent Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

24. AMENDMENT OR MODIFICATION: This Non-Exclusive Permanent Easement may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

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

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

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

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

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized. This Non-Exclusive Permanent Easement may not be assigned.

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

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GRANTOR:

STATE OF NEVADA
Division of State Lands

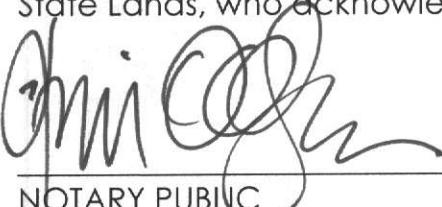
By 

JAMES R. LAWRENCE

Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
:ss.
CARSON CITY)

On AUGUST 20, 2010, personally appeared before me, a notary public
JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division
of
State Lands, who acknowledged that he executed the above document.



NOTARY PUBLIC

KEVIN OLSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90743-12
MY APPT. EXPIRES AUGUST 25, 2012

APPROVED:

STATE OF NEVADA
Department of Corrections

By



HOWARD SKOLNIK

Director

Date:

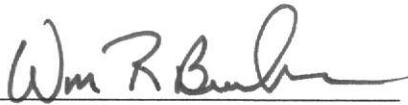


8/9/10

APPROVED:

STATE OF NEVADA
Nevada Army National Guard

By



WILLIAM R. BURKS

Brigadier General, NVMD
Adjutant General

Date:



9/14/10

APPROVED as to Form:

CATHERINE CORTEZ MASTO
Attorney General

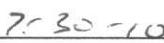
By



KERRY BENSON

Deputy Attorney General

Date:



7-30-10

GRANTEE:
CARSON CITY, A Political

Subdivision of the State of Nevada

ROBERT CROWELL
Mayor

ATTEST:
City Clerk

ALAN GLOVER

STATE OF NEVADA)
CARSON CITY)
ss.)

On, _____, 2010, personally appeared before me, a notary public, ROBERT CROWELL, as Mayor, and ALAN GLOVER, as City Clerk, who acknowledged that they executed the above instrument for and on behalf of Carson City.

NOTARY PUBLIC

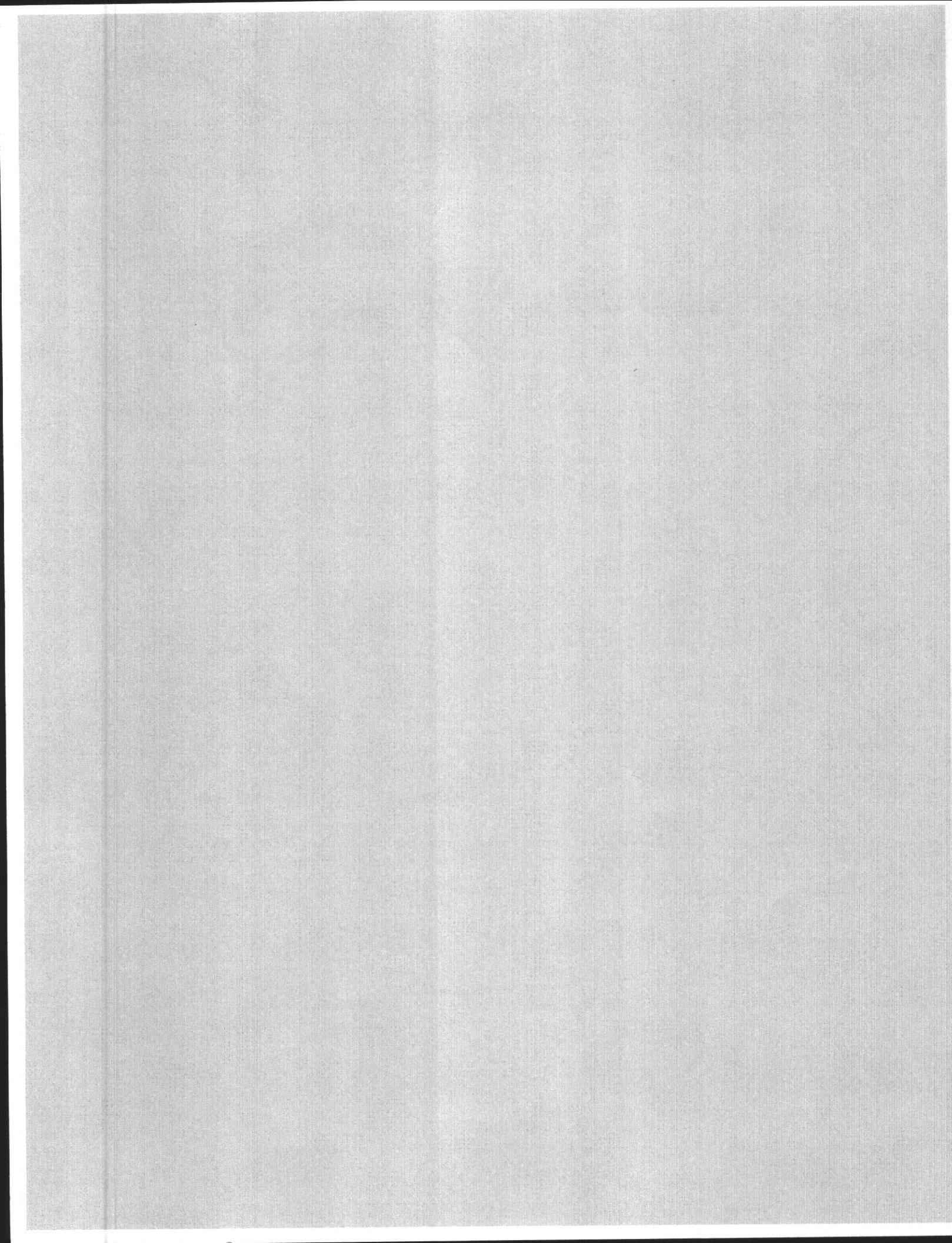
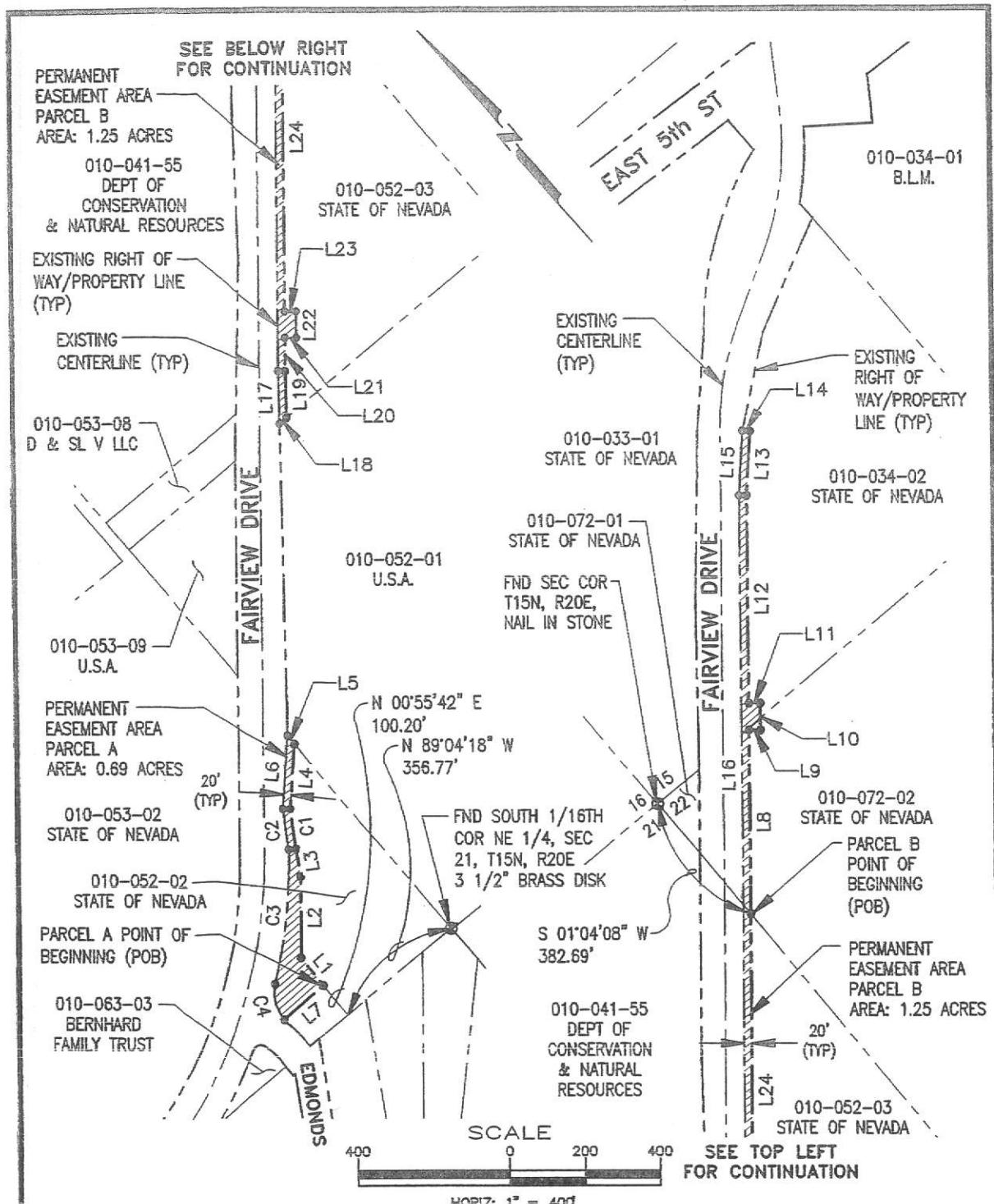
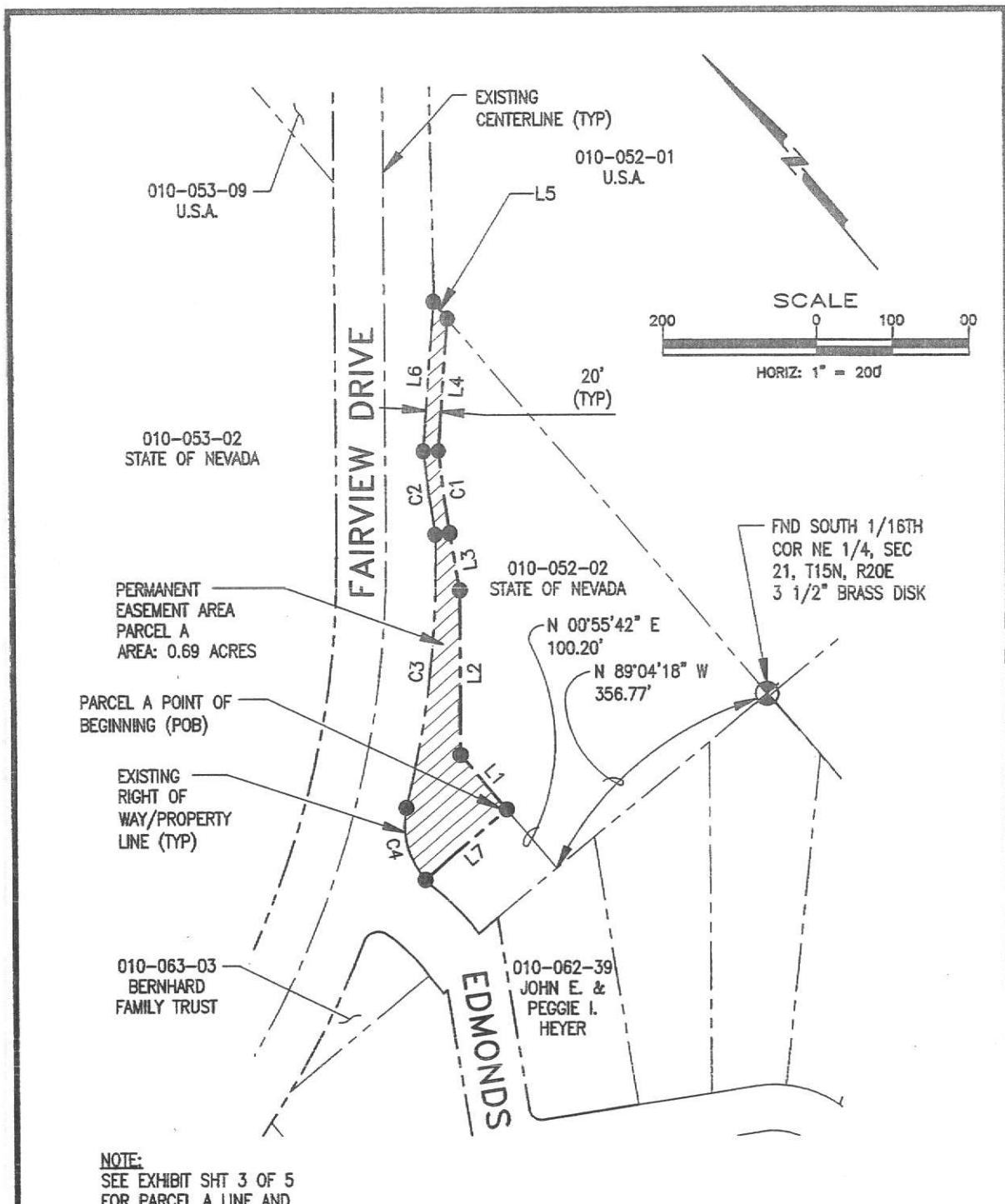


EXHIBIT A



| | | |
|--|--|-----------------------|
| CARSON CITY PUBLIC WORKS DEPARTMENT 3505 BUTTI WAY CARSON CITY, NEVADA 89701 PH: 887-2355 FAX: 887-2164 | OVERVIEW: PERMANENT EASEMENT AREAS FOR FAIRVIEW DRIVE MULTI-USE PATH & RELATED IMPROVEMENTS | EXHIBIT SHT 1 of 5 |
|--|--|-----------------------|



| | | |
|--|---|-----------------------|
| CARSON CITY PUBLIC WORKS DEPARTMENT 3505 BUTTI WAY CARSON CITY, NEVADA 89701 PH: 887-2355 FAX: 887-2164 | PARCEL A PERMANENT EASEMENT AREA FOR FAIRVIEW DRIVE MULTI-USE PATH & RELATED IMPROVEMENTS | EXHIBIT SHT 2 of 5 |
|--|---|-----------------------|

PARCEL A

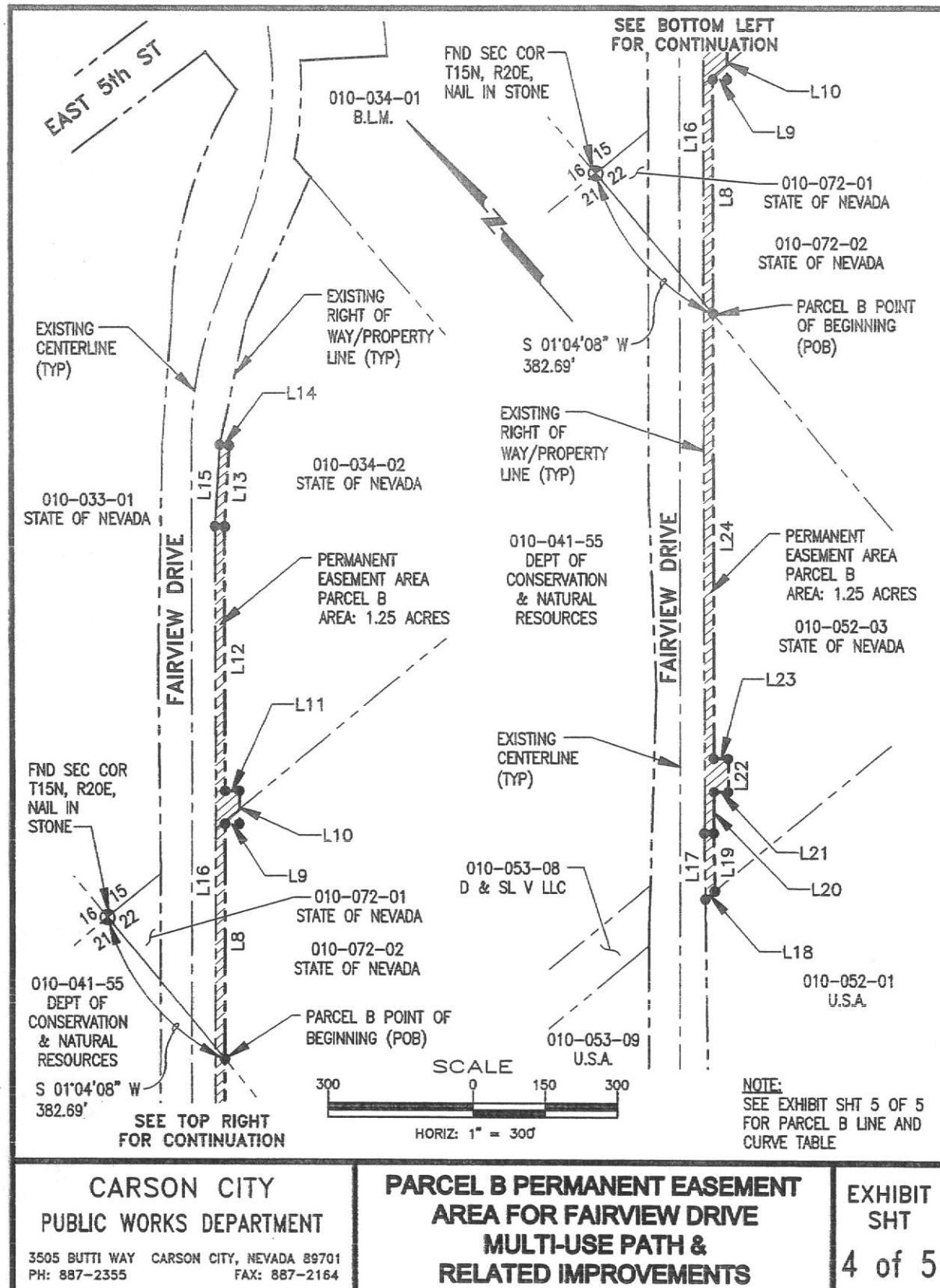
| LINE AND CURVE TABLE | | | | |
|----------------------|---------|---------------|----------|---------|
| Line & Curve # | Length | Bearing/Delta | Radius | Tangent |
| C1 | 108.63' | 3°21'51"* | 1850.00' | 54.33' |
| C2 | 110.18' | 3°22'34"* | 1870.00' | 55.11' |
| C3 | 360.32' | 15°20'58"* | 1345.00' | 181.25' |
| C4 | 100.74' | 52°28'29"* | 110.00' | 54.22' |
| L1 | 93.24' | N0° 55' 42"E | | |
| L2 | 215.41' | N40° 53' 34"E | | |
| L3 | 75.00' | N31° 23' 30"E | | |
| L4 | 174.54' | N44° 57' 26"E | | |
| L5 | 28.72' | N0° 48' 48"E | | |
| L6 | 196.93' | S44° 57' 26"W | | |
| L7 | 140.98' | N90° 00' 00"E | | |

NOTE: PARCEL A PERMANENT EASEMENT AREA LIES WITHIN SECTION 21 OF T15N, R20E, M.D.M. THE BASIS OF BEARING IS THE NEVADA COORDINATE SYSTEM, WEST ZONE.

REFERENCE MAP:

RIGHT OF WAY MAP OF EDMONDS DRIVE, MAP No. 1106, FILE No. 32326, OFFICIAL RECORDS OF CARSON CITY, NEVADA.

| | | |
|--|---|--------------------------|
| CARSON CITY PUBLIC WORKS DEPARTMENT 3505 BUTTI WAY CARSON CITY, NEVADA 89701 PH: 887-2355 | PARCEL A TABLE: PERMANENT EASEMENT AREA FOR FAIRVIEW DRIVE MULTI-USE PATH & RELATED IMPROVEMENTS | EXHIBIT SHT 3 of 5 |
|--|---|--------------------------|



PARCEL B

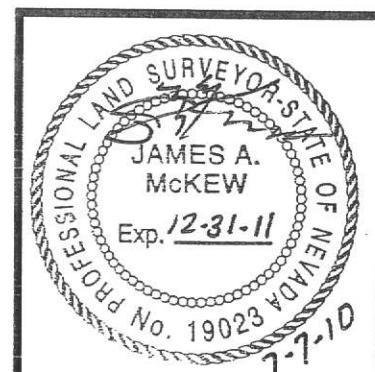
LINE AND CURVE TABLE

| Line & Curve # | Length | Bearing/Delta | Radius | Tangent |
|----------------|----------|---------------|--------|---------|
| L8 | 490.48' | N40° 43' 54"E | | |
| L9 | 30.00' | S49° 16' 06"E | | |
| L10 | 70.00' | N40° 43' 54"E | | |
| L11 | 30.00' | N49° 16' 06"W | | |
| L12 | 551.91' | N40° 43' 54"E | | |
| L13 | 172.17' | N44° 03' 00"E | | |
| L14 | 20.00' | N45° 57' 00"W | | |
| L15 | 172.75' | S44° 03' 00"W | | |
| L16 | 2200.00' | S40° 43' 54"W | | |
| L17 | 138.15' | S39° 50' 12"W | | |
| L18 | 25.67' | S88° 59' 41"E | | |
| L19 | 121.90' | N39° 50' 12"E | | |
| L20 | 87.35' | N40° 43' 54"E | | |
| L21 | 30.00' | S49° 16' 06"E | | |
| L22 | 70.00' | N40° 43' 54"E | | |
| L23 | 30.00' | N49° 16' 06"W | | |
| L24 | 929.52' | N40° 43' 54"E | | |

NOTE: PARCEL B PERMANENT EASEMENT AREA LIES WITHIN SECTIONS 15, 21 & 22 OF T15N, R20E, M.D.M. THE BASIS OF BEARING IS THE NEVADA COORDINATE SYSTEM, WEST ZONE.

REFERENCE MAP:

RIGHT OF WAY MAP OF EDMONDS DRIVE, MAP No. 1106, FILE No. 32326, OFFICIAL RECORDS OF CARSON CITY, NEVADA.



CARSON CITY
PUBLIC WORKS DEPARTMENT

3505 BUTTI WAY CARSON CITY, NEVADA 89701
PH: 887-2355 FAX: 887-2164

**PARCEL B TABLE:
PERMANENT EASEMENT AREA
FOR FAIRVIEW DRIVE MULTI-USE
PATH & RELATED IMPROVEMENTS**

EXHIBIT SHT
5 of 5

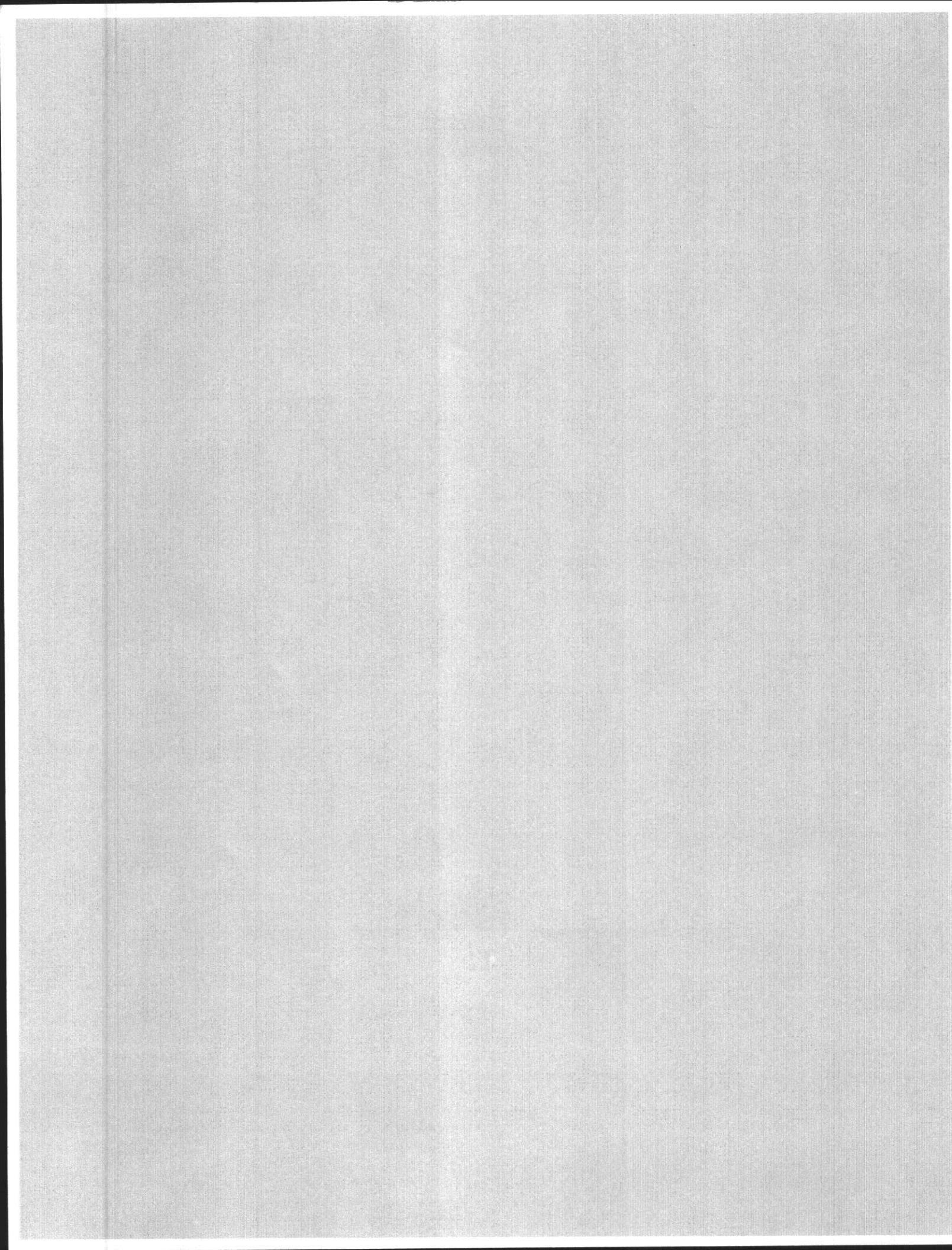


EXHIBIT B
Parcel A
Legal Description to Support a Dedication of
A Pathway Permanent Easement on
APN 010-052-02

A pathway permanent easement located within the Northeast 1/4 of Section 21, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; being more particularly described as:

COMMENCING at the South 1/16th Corner of the Northeast 1/4 of Section 21, Township 15 North, Range 20 East, M.D.M. as shown on the Right Of Way Map for Edmonds Drive, recorded in the Carson City's Recorder's Office as Map Number 1106, File Number 32326, on December 18, 1984, thence North 89° 04' 18" West, along the Quarter Section Line 356.77 ft., thence North 00° 55' 42" East, leaving said Quarter Section Line 100.20 ft. to a point at the southeast corner of said permanent easement, being the TRUE POINT OF BEGINNING:

thence North 00° 55' 42" East, 93.24 ft.;

thence North 40° 53' 34" East, 215.41 ft.;

thence North 31° 23' 30" East, 75.00 ft.;

thence along a curve to the Right having a radius of 1850.00 ft. and a central angle of 03° 21' 51", for an arc length of 108.63 ft., said curve having a chord bearing of N 33° 04' 26" E for 108.61 ft.;

thence North 44° 57' 26" East, 174.54 ft. to the East 1/16th Line of the SW 1/4, NE 1/4 of Section 21, Township 15 North, Range 20 East, M.D.M., said line also being contiguous with the west property line of APN 010-052-01;

thence North 00° 48' 48" East, along said 1/16th line and property line, 28.72 ft. to a point on the easterly Right of Way of Fairview Drive;

thence South 44° 57' 26" West, along said Right of Way, 196.93 ft.;

thence along a curve to the Left having a radius of 1870.00 ft. and a central angle of $03^{\circ} 22' 34''$, for an arc length of 110.18 ft., along said Right of Way, said curve having a chord bearing of S $33^{\circ} 07' 22''$ W for 110.07 ft.;

thence along a curve to the Right having a radius of 1345.00 ft. and a central angle of $15^{\circ} 20' 58''$, for an arc length of 360.32 ft., along said Right of Way, said curve having a chord bearing of S $47^{\circ} 07' 05''$ W for 359.25 ft.;

thence along a curve to the Left having a radius of 110.00 ft. and a central angle of $52^{\circ} 28' 29''$, for an arc length of 100.74 ft., along said Right of Way, said curve having a chord bearing of S $26^{\circ} 14' 14''$ W for 97.26 ft.;

thence North $90^{\circ} 00' 00''$ East, leaving said Right of Way 140.98 ft. to the TRUE POINT OF BEGINNING;

Containing 0.69 Acres, more or less, along with and subject to all easements, whether record or not.

Basis of Bearing: NAD 83/94 Nevada State Plane Coordinate System, West Zone.

Parcel B

Legal Description to Support a Dedication of
A Pathway Permanent Easement on
APN's 010-052-01, 0101-052-03,
010-072-02 and 010-034-02

A pathway permanent easement located within the Northeast 1/4 of Section 21, Northwest 1/4 of Section 22 and Southwest 1/4 of Section 15, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; being more particularly described as:

COMMENCING at the Northwest Corner of Section 22, Township 15 North, Range 20 East, M.D.M. as shown on the Right Of Way Map for Edmonds Drive, recorded in the Carson City's Recorder's Office as Map Number 1106, File Number 32326, on December 18, 1984, thence South 01° 04' 08" West, along the West Section Line of Section 22, 382.69 ft. to a point on the east line of said Permanent Easement being the TRUE POINT OF BEGINNING:

thence North 40° 43' 54" East, 490.48 ft.;

thence South 49° 16' 06" East, 30.00 ft.;

thence North 40° 43' 54" East, 70.00 ft.;

thence North 49° 16' 06" West, 30.00 ft.;

thence North 40° 43' 54" East, 551.91 ft.;

thence North 44° 03' 00" East, 172.17 ft.;

thence North 45° 57' 00" West, 20.00 ft. to a point on the easterly Right of Way of Fairview Drive;

thence South 44° 03' 00" West, along said Right of Way 172.75 ft.;

thence South 40° 43' 54" West, along said Right of Way 2200.00 ft.;

thence South $39^{\circ} 50' 12''$ West, along said Right of Way 138.15 ft. to a point on the South 1/16th line of the NE 1/4, NE 1/4 of Section 21, Township 15 North, Range 20 East;

thence South $88^{\circ} 59' 41''$ East, 25.67 ft., along said 1/16th line also begin contiguous with the south property line of APN 010-052-03;

thence North $39^{\circ} 50' 12''$ East, 121.90 ft. leaving said 1/16th Section line and property line;

thence North $40^{\circ} 43' 54''$ East, 87.35 ft.;

thence South $49^{\circ} 16' 06''$ East, 30.00 ft.;

thence North $40^{\circ} 43' 54''$ East, 70.00 ft.;

thence North $49^{\circ} 16' 06''$ West, 30.00 ft.;

thence North $40^{\circ} 43' 54''$ East, 929.52 ft. to the TRUE POINT OF BEGINNING;

Containing 1.25 Acres, more or less, along with and subject to all easements, whether record or not.

Basis of Bearing: NAD 83/94 Nevada State Plane Coordinate System, West Zone.

Prepared by:

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PLS #19023, Expires 12-31-11

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July 7, 2010

