

**City of Carson City
Agenda Report**

Date Submitted: August 7, 2012

Agenda Date Requested: August 16, 2012

Time Requested: 20 Minutes

To: Mayor and Supervisors

From: Parks and Recreation Department - Open Space Division

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

Staff Summary: On June 21, 2012, the Board of Supervisors instructed staff to re-agendize this item to provide additional information. This acquisition is one of multiple transactions between Carson City and the Joost Land and Cattle Company, Inc. The 20.25 acres are located immediately west of the Wellington Crescent Planned Unit Development. The Joost family has agreed to sell for \$390,000 which is below the \$405,000 appraised value. The property is in a priority area for acquisitions based on the Open Space Master Plan.

Type of Action Requested: (check one)

☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

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

Explanation for Recommended Board Action: Please see the attached documentation. In keeping with the Board's direction, this acquisition has been the subject of extensive review by the Open Space Advisory Committee and staff. In accordance with the Board's direction, the Chairman of the Open Space Advisory Committee will attend the meeting. Attached are minutes of the September 1, 2011, meeting where the Board of Supervisors approved a purchase and three-party exchange agreement affecting this transaction and the minutes of June 21, 2012, where the Board asked staff to re-schedule this item and to provide additional information. A chronology of the interactions with the seller has also been included. There is not a written contractual obligation to purchase this property. Staff and the Seller have systematically collaborated to reach this point where the next step is to proceed to the Board of Supervisors for their consideration to purchase the 20.25 acre parcel.

Applicable Statue, Code, Policy, Rule or Regulation:

Carson City Municipal Code 13.06 - Open Space

N.R.S. 244.275 Purchase or lease of property

N.R.S. 342 Acquisition of real property

Fiscal Impact:

Approximately \$393,000

Loss of \$1.47 - present ad valorem tax

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

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

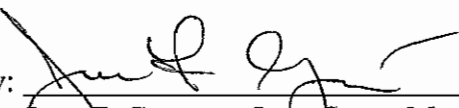
Alternatives:

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

Supporting Material:

- Minutes of September 1, 2011, and June 16, 2012, Board of Supervisors meetings
- Chronology of interaction with the Joost family
- Property assessment form - revised to include detailed assessment information and anticipated management activities.
- Aerial photo of property and vicinity
- Draft purchase agreement - revised to include some historical perspective
- Preliminary Title Report (Exhibit A)
- Appraisal update
- Title Page of Public Works improvement plans

Prepared By:

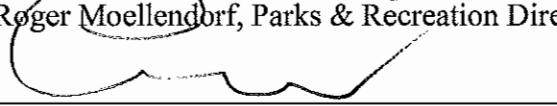

Juan F. Guzman, Open Space Manager

Date: 8/3/12

Reviewed By:


Roger Moellendorf, Parks & Recreation Director

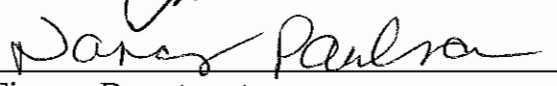
Date: 8/7/12


Lawrence A. Werner, City Manager

Date: 8/7/12


District Attorney's Office

Date: 8/7/12


Nancy Paulson
Finance Department

Date: 8/7/12

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

(Vote Recorded By)

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A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, September 1, 2011 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Mayor Robert Crowell
Supervisor Karen Abowd, Ward 1
Supervisor Shelly Aldean, Ward 2
Supervisor John McKenna, Ward 3
Supervisor Molly Walt, Ward 4

STAFF: Larry Werner, City Manager
Randal Munn, Chief Deputy District Attorney
Kathleen King, Deputy Clerk / Recording Secretary
Tamar Warren, Deputy Clerk / Recording Secretary

NOTE: A recording of these proceedings, the Board's agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours.

1 - 4. CALL TO ORDER, ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE

(8:30:00) - Mayor Crowell called the meeting to order at 8:30 a.m. Roll was called; a quorum was present. First United Methodist Church Retired Pastor Bill McCord provided the invocation. At Mayor Crowell's request, Supervisor Walt led the pledge of allegiance.

5. PUBLIC COMMENTS AND DISCUSSION (8:31:22) - Mayor Crowell entertained public comment. (8:31:37) Karl Neathammer reported that Detective Bob Motamenpour had recently saved the life of a child. He commended Sheriff Furlong on the professionalism exercised by his deputies. He requested the Board to recognize Detective Motamenpour by proclamation and for the Sheriff to confer the appropriate commendation.

(8:33:03) AARP Tax Aide Foundation Northern Nevada Director Gil Yanuck expressed appreciation to the Mayor, the Board members, Mr. Werner, Purchasing and Contracts Manager Kim Belt, and Information Technology Department Director John Wilkinson for the opportunity to consider some of the obsolete and surplus equipment. Mr. Yanuck advised of having obtained "a whole bunch of old, flat panel monitors ..." He presented a Certificate of Appreciation to the City and reiterated his gratitude.

(8:34:35) Pastor McCord relayed his experience, as a member of the 7th U.S. Marines Regiment, approximately 60 years ago, on September 12, 1951 in Viet Nam. Mayor Crowell entertained additional public comment; however, none was forthcoming.

(8:41:51) Mayor Crowell advised that the *Nevada Appeal* had reported that Carson City recently received the "prestigious designation of Runner-Friendly Community." Supervisor Walt thanked Parks and Recreation Commissioner Sean Lehmann for his assistance in securing the designation.

6. POSSIBLE ACTION ON APPROVAL OF MINUTES - August 4, 2011 (8:36:58) - Supervisors Abowd and Aldean noted necessary corrections. Supervisor Aldean moved to approve the minutes, as amended. Supervisor Walt seconded the motion. Motion carried 5-0.

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Project, and retrofit of sewer manholes and sewer lines. He advised of having received no comments since introduction on first reading.

Mayor Crowell entertained public comment and, when none was forthcoming, Board comments. When none were forthcoming, he entertained a motion. Supervisor McKenna moved to adopt, on second reading, Bill No. 115, an Ordinance 2011-13, amending Title 12, Water, Sewerage, and Drainage, Chapter 12.03, Sewer Connection Charges and Use Rates, Section 12.03.020, Schedule of Rates, by increasing all rates 14 percent, on bills dated on or after October 1, 2011, and other matters properly related thereto. Supervisor Aldean seconded the motion. Motion carried 5-0.

20(D) POSSIBLE ACTION TO ADOPT, ON SECOND READING, BILL NO. 116, AN ORDINANCE AMENDING CARSON CITY MUNICIPAL CODE, TITLE 12, WATER, SEWERAGE, AND DRAINAGE, BY REVISING CHAPTER 12.09, FLOOD DAMAGE PREVENTION, BY ADDING DEFINITIONS AND CLARIFYING AND MODIFYING PREVIOUS DEFINITIONS OF SECTION 12.09.020, DEFINITIONS, BY AMENDING SECTION 12.09.040, DECLARATION OF PURPOSE, BY CORRECTING MISUSED WORDS AND ADDING THE ADDITIONAL PURPOSE OF MAINTAINING QUALIFYING STANDARDS FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM, AND BY CLARIFYING THE LANGUAGE OF SECTION 12.09.050, METHODS OF REDUCING FLOOD LOSSES, BY AMENDING SECTION 12.09.060, GENERAL PROVISIONS, BY ADDING THREE SUBSECTIONS: DECLARATION OF PUBLIC NUISANCE, UNLAWFUL ACTS, AND SEVERABILITY, BY AMENDING SECTION 12.09.070, ADMINISTRATION, BY CHANGING THE REQUIREMENT OF DEVELOPMENT APPROVAL TO REQUIRING A DEVELOPMENT PERMIT BEFORE CONSTRUCTION OR DEVELOPMENT BEGINS WITHIN ANY AREA OF SPECIAL FLOOD HAZARD AND BY ADDING INFORMATION WHICH SHALL BE ON THE APPLICATION FOR A DEVELOPMENT PERMIT AND BY ADDING THE REQUIREMENT OF SUBMISSION OF NEW TECHNICAL DATA TO FEMA, BY MODIFYING THE REQUIREMENTS OF SECTION 12.09.080, BY ADDING A FREEBOARD REQUIREMENT OF TWO FEET FOR LOWEST FLOOR AND NEW STANDARDS FOR RECREATIONAL VEHICLES, STANDARDS FOR CRITICAL STRUCTURES, AND PROTECTION OF FLOODPLAIN STORAGE CAPACITY BY AMENDING SECTION 12.09.090, VARIANCE PROCEDURES, BY CLARIFYING THE NATURE OF VARIANCES, AND BY CHANGING THE NAME OF SECTION 12.09.100, TO MAP REVISION / AMENDMENT PROCEDURES, WHICH CLARIFIES AND ADDS SUBSECTIONS CONSISTENT WITH FEMA PROCEDURES, AND OTHER MATTERS PROPERLY RELATED THERETO (10:52:20) - Mayor Crowell introduced this item, and Flood Plain Administrator Robb Fellows reviewed the agenda materials. He advised of having made the corrections requested at introduction on first reading and, at Mayor Crowell's request, reviewed the same.

Mayor Crowell entertained public comment and, when none was forthcoming, a motion. Supervisor Aldean moved to adopt, on second reading, Bill No. 116, Ordinance No. 2011-15, an ordinance amending Carson City Municipal Code, Title 12, as amended and published. Supervisor Walt seconded the motion. Motion carried 5-0.

20(E) POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN JOOST LAND AND CATTLE COMPANY, INC., DAVID

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LEID, AND CARSON CITY REGARDING THE PURCHASE AND EXCHANGE OF PROPERTY, FOR A SUM NOT TO EXCEED \$595,000.00 (9:09:49) - Mayor Crowell introduced this item, and Deputy Public Works Director Darren Schulz reviewed the agenda materials. In response to a question, he advised that the funding source will be the bonds which will be heard later in the meeting. He acknowledged that the project cost had been budgeted.

Supervisor Aldean provided historic information on the Wellington Crescent access easement, and expressed concern that approval of the agreement "tacitly acknowledge[s] that the easement doesn't exist." She requested reassurance from the District Attorney's Office that "we are not intending to do anything that is going to affect the marketability or development potential of any properties to the west of this property." Mr. Werner explained that the old right-of-way which existed in 1862 only provides surface rights "so you still do not have any underlying right for any utility work at all. ... so trying to re-establish the old Ash Canyon Road really didn't accomplish anything ... so, effectively, we're taking all the same restrictions that apply today and moving those to a different location. It does not improve the masons or anybody else's property and it won't allow them any more benefit than they have today but it also does not take away any benefit that they have today because they really don't have any. And that's the problem." Mr. Werner expressed agreement with Supervisor Aldean's concerns, "but we could not go back and re-establish, under 1862, any ability to do any future development in that area and this does not change that." In response to a question, Mr. Schulz described the proposed width of "typical access ... up and out of there." He estimated 40 feet and acknowledged it will accommodate two-way traffic. Mr. Werner explained that, as a wilderness road, it will not be paved. "It's allowed under statute. It's an access road that effectively this Board can also say we don't even maintain it. It's a public open roadway for access but it doesn't necessarily have to be maintained. It doesn't have to be built to any of our standards by statute."

In reference to the provisions of paragraph 5.1.1, Supervisor Aldean expressed concern over the route being designated on a trails map not published by the City. She suggested adding language to indicate that the route will not be referenced on any map "as officially authorized by the City." Discussion followed. Mr. Munn advised that the agreement had already been signed by Karen Joost, and expressed concern that any revision may be perceived as material. Mr. Werner provided additional clarification of the concern, and expressed further concern that Ms. Joost may back out of the agreement. Supervisor Aldean suggested presenting such agreements in preliminary form "so [the Board] can weigh in prior to it being a done deal." In reference to a concern regarding Section 6.3.4.1, Mr. Schulz assured the Board that parcel 2 legally exists. He acknowledged that an adequate City access easement to parcel 2 from Ash Canyon Road has been created. He further acknowledged that the mutually beneficial lot line adjustments will be accomplished with no additional cost. "It will change that easement into an access by lot line adjustment." Supervisor Aldean noted that the closing date should be designated as October 15th rather than September 30th. Mr. Schulz acknowledged that most of the due diligence is already accomplished. "Everybody was comfortable with what we were getting so there was no formal feasibility going to be done." Supervisor Aldean reiterated the recommendation to preliminarily present agreements to the Board to provide the opportunity for meaningful input.

In response to a question, Mr. Schulz explained that "95 percent of the erosion that's happening today is because of the existing access road. Our plan is, once we acquire this property, to go in there and remove that road and basically re-contour the land so that the erosion goes back to more of a natural ... and then develop some detention basins at the bottom to collect it and let it out slowly without sediment." Supervisor McKenna advised of Wellington Crescent property owners who have fence line on the east side

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of the Joost property. In response to a further question, Mr. Schulz advised of the intent "to be about 100 to 150 feet further to the west of that fence line with the proposed road. Because of the slope of the property, we have to somewhat wind that road up and through to get up that slope so there's limitations to where we can go ..." Supervisor McKenna requested Public Works Department staff to talk to the Wellington Crescent homeowners, and Mr. Schulz committed to doing so. Supervisor McKenna requested to discuss very specific language relative to a public municipal trail system relative to the subject agreement.

Mr. Schulz reiterated acknowledgment that the project had been budgeted. In response to a question, he anticipates the project will begin in October in consideration of the upcoming flood season. Mr. Werner reiterated that the roadway will be gravel. Mr. Schulz explained that people will not be allowed to stop and park at the end of Ash Canyon Road and then walk up the new road. "The idea is if you're accessing the wilderness, you've got to keep on driving right up this road. The road will be fenced on either side. You're not allowed to access this property and get up past this property ..." Mr. Schulz acknowledged that the Ash Canyon Creek Trail will still be accessible. In response to a further question, he pointed out the property "just to the north of ... our current access road" which the Open Space Advisory Committee is considering acquiring for the Open Space Program. Mr. Werner acknowledged that the subject agreement extinguishes the sportsmen's access easement which goes through the upper portion of Wellington Crescent.

Mayor Crowell entertained public comment. (9:30:02) Attorney Chris MacKenzie, representing the Wellington Crescent Property Owners Association, expressed support for the subject agreement and appreciation for the efforts of City staff during the negotiation process.

Mayor Crowell entertained additional public comment and, when none was forthcoming, additional Board member discussion. Supervisor McKenna disclosed that one of the Wellington Crescent homeowners on the east side, the Strulls, are clients. He advised of no conflict of interest, under state law, and that he would be voting on this item. Supervisor Abowd disclosed that the Strulls are also clients of hers, advised of no conflict, and that she would be voting on this item.

In consideration of Supervisor Aldean's earlier comments, Mayor Crowell suggested that staff provide periodic updates during negotiations of such agreements. He entertained a motion. **Supervisor Abowd moved to approve and authorize the City Manager to sign an agreement between Joost Land and Cattle Company, Inc., David Leid, and Carson City regarding purchase and exchange of property for a sum not to exceed \$595,000.00. Supervisor McKenna seconded the motion. Motion carried 5-0.** Supervisor McKenna requested the City Manager to work with the Board to create necessary definitions to address concerns expressed at this meeting. Mr. Werner committed to doing so.

21. OFFICE OF BUSINESS DEVELOPMENT - POSSIBLE ACTION TO ADOPT A RESOLUTION AUTHORIZING THE EXPENDITURE OF \$12,000 FROM THE FISCAL YEAR 2011 / 12 REVOLVING FUND OF THE REDEVELOPMENT AGENCY TO SUPPORT THE GHOST WALK EVENT IN CARSON CITY AS AN EXPENSE INCIDENTAL TO CARRYING OUT THE REDEVELOPMENT PLAN (10:54:51) - Mayor Crowell introduced this item. Planning Division Director Lee Plemel provided background information and reviewed the agenda materials. He explained that Mary Bennett was unable to attend this meeting due to a scheduling conflict, but had requested that the Board hear the subject item "on its merits."

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A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, June 21, 2012 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Mayor Robert Crowell
Supervisor Karen Abowd, Ward 1
Supervisor Shelly Aldean, Ward 2
Supervisor John McKenna, Ward 3
Supervisor Molly Walt, Ward 4

STAFF: Larry Werner, City Manager
Randal Munn, Chief Deputy District Attorney
Kathleen King, Deputy Clerk / Recording Secretary

NOTE: A recording of these proceedings, the Board's agenda materials, and any written comments or documentation provided to the Clerk during the meeting are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours.

1 - 4. CALL TO ORDER, ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE
(8:31:39) - Mayor Crowell called the meeting to order at 8:31 a.m. Roll was called; a quorum was present. Airport Road Church of Christ Pastor Bruce Henderson provided the invocation. At Mayor Crowell's request, Colonel Harry Ermine led the pledge of allegiance.

5. PUBLIC COMMENTS AND DISCUSSION (8:34:36) - At Mayor Crowell's request, Colonel Ermine introduced himself as the Battle Born Civil War Re-enactors' President, a member of the Sons of Union Veterans, and Battle Born Days Executive Director. Mayor Crowell entertained public comment. (8:35:58) In reference to item 20(A), Jerry Vaccaro advised "there will be a follow-up investigation. This is a matter of the Capitol City Loans property which has been kicking around for illegal use for over 19 years and what you're trying to do today is a little premature." Mr. Vaccaro advised of having been "noticed on this two days ago that it was on the agenda." He further advised of information "to show that he has had full knowledge of the violation for well over 19 years and it's been in front of this Board before ... and it was swept under the carpet at that time and here we go again." Mr. Vaccaro requested the Board to defer item 20(A), "and anything having to do with the Capitol City Loans; easements, purchases, or whatever. That was illegally used. ... he used it for a car lot, paid no rent for over 19 years and now you're wanting to sell him an easement for \$30,000 which doesn't compute to \$1,500 a year." He provided background information on the BLM patent which provided for the City acquiring the property. He advised of a "titled document that shows when he purchased the property that he knew ... well that he did not own any frontage on Highway 50. So he's playing a little dumb here on this appraisal." Mr. Vaccaro again requested the Board to defer item 20(A) "until next month's meeting" at which time he would "provide ... proof that this is a frivolous approach to try to sweep it under the carpet once again." He expressed the opinion the Board should "have full knowledge of the past history of that property before you can make a decision."

Mayor Crowell entertained additional public comment. (8:38:31) Tom Leahy advised of having attended a Board meeting approximately a month ago at which time he was informed that "Eagle Valley Golf Course owed the City about \$100,000. Subsequent to that, ... that is going to exceed \$640,000 and, at the time, we were discussing an increase in property tax rates. In light of the fact that you want to increase our property

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In response to a question, Mr. Guzman advised that the appraisal was conducted just after approval of the federal lands bill. He acknowledged that the sales proceeds from the easements would be allocated to the Bureau of Land Management. He further acknowledged that the City is following the BLM's process, and advised that the Nevada Revised Statutes are being applied "to the part of the process that we have control." Discussion followed, and Mr. Guzman advised that the appraiser can be requested to revise his data relative to current values. At Mayor Crowell's request, Mr. Johnson referenced NRS 244.2795(1)(a), a copy of which was included in the agenda materials.

(12:04:06) Jerry Vaccaro expressed the opinion that "they're trying to make it look like Mr. Burnaugh has been hoodwinked ... by purchasing a piece of property that his building encroached on." Mr. Vaccaro provided historic information on ownership of the property and the building. He referred to his earlier request to defer this item to a future meeting to provide the opportunity to "bring you proof." He alleged that Mr. Burnaugh has used "City property and not paying one penny of rent or anything" for the past 19 years. In response to a comment, he expressed the opinion that "it would be illegal for you to sell easements to a property which is going to effect the overall value of the total real estate after the fact that you've let him purchase easements." He reiterated the request to defer action on this item and on item 21, and continued reviewing historic information relative to the subject property. He expressed the opinion that selling the easements prior to offering the property for public auction "is backwards." At Supervisor Aldean's request, Mr. Vaccaro expressed a willingness to provide documentation to the District Attorney's Office.

In reference to Dennis Johnson's earlier comments, Supervisor McKenna pointed out that the March 30, 2012 letter included in the agenda materials serves as an addendum to the summary appraisal. (12:13:09) Ward 2 Supervisor Candidate Dennis Johnson clarified his earlier comments relative to the date of valuation in the original appraisal. In response to a question, he explained the significance of the date of valuation.

(12:15:20) Stephen Johnson, of Johnson-Perkins & Associates, introduced himself for the record. In response to a question, he advised that the effective date of valuation is June 23, 2011. "That was the date I prepared the initial appraisal on this property and this assignment has gone on and on and on. ... the value ... is reflective of my opinion of value ... on June 23, 2011." He advised that the sales data would need to be researched to determine any change in the market conditions from one year ago.

Mayor Crowell suggested the necessity of an updated appraisal, and postponed action on the subject item and item 21. In response to a question, Mr. Johnson estimated a summary update could be provided within thirty days. Mayor Crowell entertained additional public comment; however, none was forthcoming.

20(B) POSSIBLE ACTION TO APPROVE THE RECOMMENDATION OF THE OPEN SPACE ADVISORY COMMITTEE TO PURCHASE APN 007-101-55, CONTAINING 20.25 ACRES, LOCATED AT ASH CANYON AND OWNED BY THE JOOST LAND AND CATTLE COMPANY, INC., AND TO AUTHORIZE THE MAYOR AND STAFF TO EXECUTE DOCUMENTS TO COMPLETE THE TRANSACTION (11:17:32) - Mayor Crowell introduced this item, and Open Space Property Manager Juan Guzman reviewed the agenda materials in conjunction with displayed maps. In response to a question, Mr. Guzman pointed out the subject property on a map included in the agenda materials. In response to a further question, he advised that the subject property has a conservation reserve zoning designation. In response to a further question, he described the property's

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topography in conjunction with a displayed map. Supervisor Aldean noted the Open Space Advisory Committee's shift from acquisition to management "and to use creative ways of acquiring property without actually buying the property." In response to a further question, Mr. Guzman provided background information on previous negotiations to acquire the property, beginning in 2008. In response to a further question, he advised of a different budget line item designated for open space property maintenance, the balance of which is approximately \$135,000. "We believe we have plenty of monies to manage not only this property but all the other ones that we have acquired, including the lands bill properties." Mr. Guzman acknowledged that a maintenance budget has been developed for FY 2012 / 2013. In response to a question, Mr. Werner explained that the open space property maintenance budget is not specifically designated by property. Parks and Recreation Department Director Moellendorf confirmed the accuracy of the statement, and explained that the Open Space Program is currently in transition from acquisition to management. In addition, a management plan is in the process of being developed for properties acquired through the federal lands bill, "and we intend on using that management plan as a model for all of our properties and, at that point, we're really going to be able to set specific budgets for the management of those properties." In response to a question, he anticipates the management plan will be completed before the autumn of 2012.

Mr. Guzman advised that open space properties are currently managed, including fuels reduction projects, road maintenance, patrol and enforcement, etc. He reiterated that funding has been specifically budgeted for open space property management. Mr. Werner suggested that the subject purchase "fits in to the whole Ash Canyon / Kings Canyon management unit ... So, there wouldn't be specific things that we would do here that would not be related to the rest of Ash Canyon." Mr. Moellendorf noted that maintenance of the subject property will be fairly low in consideration of the passive recreation associated with open space property.

Mr. Guzman acknowledged that acquisition of property is by fee simple deed, but clarified that the property will be acquired using Open Space Program funding which "specifically call for passive recreation." He further acknowledged that the residents of Wellington Crescent West will be very interested in the uses allowed on the property. Mr. Werner advised that, once the property is purchased using Open Space Program funding, "it's pretty much as you see it today."

In reference to the appraisal included in the agenda materials, Supervisor Aldean noted that the zoning and master plan designations do not correspond. In response to a comment, Mr. Werner advised that Ash Canyon Road has been extended behind the Wellington Crescent subdivision. "... there's no more sportsmen access necessary through Wellington Crescent." In response to a further question, Mr. Werner provided background information on the previous access easement. "It was an access provided until we found an alternative route and then that access expires by its own definition." In response to a comment, Mr. Werner advised that the property now has full public access. In response to a further question, he explained that the road was built as a right-of-way. "The agreement we had with the Joosts is that you can't do anything beyond using it as it is today. If they were to try to develop a roadway for development, it'd have to go along the north side of Wellington Crescent. There are some easements that we're proposing, along with WNC, but it would have to be on the north side of Wellington Crescent. It could not go through Wellington Crescent nor could it be used for access through the Joost property ... Those are limited to just public access but not development." Discussion followed and, in response to a further question, Mr. Werner advised that the Joost family does not want any development to take place on the property. He acknowledged that the decision has rendered the property less valuable. In response to a further question,

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he reminded the Board "this was a whole package," and advised that the Board previously agreed to purchase the property "once we got all the details worked out." Supervisor Aldean expressed concern with regard to having "obligat[ed] the Board to buy a piece of property at any price. If we're unable to negotiate something that we feel is a fair deal, then I don't think we're under any legal obligation, even under the terms of that agreement to buy it." Mr. Werner reviewed details of the previous agreement to purchase the property.

Supervisor Abowd expressed understanding that the price is better if the property is purchased with cash, and inquired as to the timing of the purchase. Mr. Guzman advised of having committed to purchase the property prior to December 31, 2012. He advised of having researched the possibility of purchasing the property in installments "and it was not a good proposition. ... [Ms. Joost] was willing to carry the property without interest but just the fact that we are government means that we would have to enter into a medium term obligation and create bonds and create an ordinance and create very special procedures in order to be able to accomplish that. And it was roughly estimated close to \$30,000 to be able to buy in installments versus just paying cash. So, at that point in time, ... once ... the Open Space Advisory Committee was given that information, decided ... to proceed on a cash basis." In response to a further question, Mr. Guzman advised of approximately \$100,000 available to fight wildfire. "The idea is that catastrophic events, ... the cost is borne by the whole organization, not only by one department or one division." Mr. Guzman further advised of having worked with Fire Chief Stacey Giomi to "put some of those monies to use in prevention." In addition, Mr. Guzman advised of a Southern Nevada Public Lands Management Act grant for the purpose of fire prevention measures.

In reference to the Purchase and Sale Agreement included in the agenda materials, Supervisor Aldean advised of no reference to the agreement obligating the City to purchase the property. She expressed a preference to re-review the agreement, and concern regarding the stated direction of the Open Space Advisory Committee to transition from acquisition to management. Mr. Werner reiterated that the proposed acquisition was contemplated "way before that plan was developed. We were assuming that this was going to be added to the inventory so this is not outside of that agreement. This actually started before that Open Space document you just read from. ... this has been going on for three or four years." Supervisor Aldean noted that the Open Space Advisory Committee annual report did not reference an outstanding obligation. Mayor Crowell suggested reagendaizing this item in order to provide an opportunity for the Board members to re-review the previous agreement and for the Open Space Advisory Committee Chair to be present to provide testimony. Mr. Werner assured the Board that staff doesn't move forward without Board direction, and expressed concern with regard to changing direction at this point in time. Supervisor Aldean expressed understanding for the concerns expressed, and reiterated a preference to re-review the previous agreement or record, as appropriate. Mr. Guzman offered to request Planning Division Director Lee Plemel testify with regard to the zoning and master plan designations.

Supervisor McKenna expressed no problem with waiting, and uncertainty with regard to other alternatives. He expressed a willingness to rely on assurances that delaying action will not jeopardize the deal. (11:47:08) In response to a question, Karen Joost expressed a willingness to delay action. Mayor Crowell requested staff to reagendaize the item and to provide the Board with copies of the appropriate record and agreements. Mayor Crowell entertained public comment; however, none was forthcoming.

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21. PUBLIC WORKS DEPARTMENT - POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT, BY AND BETWEEN WILLIAM BURNAUGH TRUST, DATED OCTOBER 9, 2008, AND CARSON CITY, FOR BURNAUGH TO ACQUIRE PERMANENT EASEMENTS ON CITY PROPERTY LOCATED ADJACENT TO CAPITOL CITY LOANS AT 5951 HIGHWAY 50 EAST, APN 008-523-09, FOR A PURCHASE PRICE OF \$30,000.00 - Deferred.

22. RECESS BOARD OF SUPERVISORS (12:19:04) - Mayor Crowell recessed the Board of Supervisors at 12:19 p.m., and passed the gavel to Carson City Board of Health Chairperson Susan Pintar.

BOARD OF HEALTH

23. CALL TO ORDER AND ROLL CALL (12:27:49) - Chairperson Pintar called the Carson City Board of Health to order at 12:27 p.m. Roll was called; a quorum was present, including Member Ken Furlong.

24. POSSIBLE ACTION ON APPROVAL OF MINUTES - March 15, 2012 (12:28:23) - Chairperson Pintar entertained questions or comments and, when none were forthcoming, a motion for approval. **Member Aldean moved to approve the minutes of the Carson City Board of Health, dated March 15, 2012, as presented. Member McKenna seconded the motion. Motion carried 7-0.**

25. HEALTH AND HUMAN SERVICES DEPARTMENT

25(A) REPORT, DISCUSSION, AND POSSIBLE ACTION TO DIRECT STAFF REGARDING THE HEALTH OFFICER'S REPORT CONCERNING ACTIVITIES IN WHICH THE HEALTH OFFICER IS ENGAGED, BOTH INSIDE AND OUTSIDE OF CARSON CITY HEALTH AND HUMAN SERVICES ("CCHHS") (12:28:46) - Chairperson Pintar introduced this item, and reviewed the June 2012 report included in the agenda materials. With regard to the Sexual Assault Response Team ("SART"), Member Furlong advised "this was a priority issue for the Sheriff's Department as well." Chairperson Pintar reported very good cooperation with all the involved agencies. She responded to questions of clarification regarding the school based health center committee.

Chairperson Pintar entertained additional questions of the board members and of the public. When none were forthcoming, she entertained a motion. **Member Abowd moved to accept the Health Officer's report and give direction to staff on CCHHS activities. Member Aldean seconded the motion. Motion carried 7-0.**

25(B) REPORT, DISCUSSION, AND POSSIBLE ACTION TO DIRECT STAFF REGARDING THE DIRECTOR'S REPORT ON CCHHS ACTIVITIES (12:34:03) - Chairperson Pintar introduced this item, and Carson City Health and Human Services Department Director Marena Works reviewed the agenda materials in conjunction with displayed slides. She and Interim Human Services Manager Cindy Hannah responded to questions regarding housing status and funding for this year's Homeless Connect event. Ms. Works acknowledged that the Animal Services Division is receiving all rabies certifications from area veterinarians. Member McKenna suggested changing the law to require veterinarians to license animals at the time rabies shots are administered. Ms. Works advised that consideration had been given to the idea, but on a voluntary basis. Discussion followed.

Joost Land & Cattle Company, Inc.

**Post Office Box 25
Carson City, Nevada 89702**

August 2, 2012

Juan Guzman
Open Space Manager
3303 Butti Way, Building 9
Carson City, Nevada 89701
sent via e-mail

Juan:

Below is a brief time line or chronology of some of the interactions between our family corporation, Joost Land and Cattle Company, Inc., and the City (through Open Space and Public Works) regarding the 20.25 acres of property currently being considered for purchase with Open Space funds.

The list is not totally comprehensive but merely serves to illustrate that we have all been working for a number of years towards the goal of Open Space acquiring the north end of our ranch property.

If you need any further information or have any questions, please do not hesitate to contact me.

Sincerely,

Karen Joost

1999

First informal discussion with Juan Guzman regarding Open Space concept.

2004

Begin negotiations with Juan Guzman for Open Space acquisition of north 20 acres of APN 007-101-51.

2005

Summer - Suspend negotiations on 20 acres.

2007

Approach Juan Guzman again regarding acquisition of north 20 acres and easement.

2008

Late Fall - Open Space Committee approves acquisition of 20+ acres and easement for \$790,000.

2009

Spring - Easement location conflict derails Open Space purchase.

2010

Fall - Approached by Carson City Public Works regarding purchase of north 50 acres of APN 007-101-51.

December - Joosts agree to sell north 50 acres to Public Works.

2011

February - Appraisal completed on 50 acres at \$20,000 per acre. \$1 million total to be paid \$100,000 per year for ten years by Public Works.

Summer - Land Purchase and Exchange Agreement developed. Parcel map designed with Public Works staff to accommodate land exchange. Result: APN 007-101-51 divided into three parcels; one for Joost; one for land exchange to Public Works (29.75 acres); one to be purchased by City in 2012 (20.25 acres).

August 30 - Parcel Map recorded. Parcel Map paid for by Joost but parcels created specifically to be acquired by City.

September 1 - Board of Supervisors approve Land Purchase and Exchange Agreement for acquisition of 29.75 acres. Completes first phase of project proposed by Public Works in 2010. Board informed by Darren Schulz of future Open Space purchase of 20.25 acre parcel.

Fall/Winter - Various designs for Ash Canyon access rejected by Wellington Crescent subdivision.

2012

January - Meet with Juan Guzman regarding purchase by Open Space of 20.25 acre parcel for \$390,000.

January - Joosts agree to provide extra property to Public Works via lot line adjustment in order to accommodate Ash Canyon access design that is acceptable to subdivision.

February 22 - Road construction for Ash Canyon access begins on 29.75 acre City parcel.

February 28 - Signed Agreement for Construction with Public Works for work related to Ash Canyon access on parcels owned by Joost, including 20.25 acre parcel.

March 15 - Board of Supervisors informed about proposed Open Space purchase of 20.25 acres by Juan Guzman.

April - Open Space Committee approves purchase of 20.25 acres.

May - New Ash Canyon access opened to public.

June 21 - Board of Supervisors postpones decision on Open Space purchase of 20.25 acres.

OPEN SPACE EVALUATION FORM

Landowner	Joost Land & Cattle Company, Inc.
Assessor's Parcel Number	007-101-55
Location	On the west side of Carson City and near the entrance to the Ash Canyon Backcountry; between the Wellington Crescent Subdivision and Ash Canyon water tanks.
Access	Access is provided from a new 20 foot wide asphalt grinding road, completed by Carson City Public Works in spring 2012, leading from Ash Canyon Road.
Zoning	SF1A (single-family, one acre lots)
Master Plan	LDR (2 to 3 dwelling units / acre)

Table A. Physical Characteristics

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

Physical Feature	Defining Authorities	Characteristics (check if present or applicable)	Value
Wildlife Habitats / Corridors	US Fish & Wildlife Service, NV Dept of Wildlife, or documented scientific observation	<input type="checkbox"/> Contains habitat or corridor for threatened or endangered (T&E) species <input type="checkbox"/> Contains high value habitat for non-T&E species <input checked="" type="checkbox"/> Contains migration corridor <input checked="" type="checkbox"/> Observed presence of wildlife or fish	<input type="checkbox"/> Very High <input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input checked="" type="checkbox"/> Moderate

According to Nevada Department of Wildlife, "This parcel is considered 'mule deer winter range' and does occur within a movement corridor that extends north and east. Even though it may not be considered 'high quality habitat' based on adjacent development, recreation use and degradation, it doesn't mean that it's not important to mule deer and other wildlife. Much mule deer winter range has been lost along the Eastern Sierra due to urban encroachment, habitat fragmentation, degradation, increased recreation use, etc; therefore, conserving as much winter range as possible is important for this mule deer herd."

Natural Communities	US Army Corps of Eng. or competent specialist, such as the Nevada Natural Heritage Program	<input type="checkbox"/> Has healthy, sustainable riparian area <input checked="" type="checkbox"/> Presence of mature canopy trees, shrubs <input type="checkbox"/> Majority of parcel with healthy native grasses <input type="checkbox"/> Contains jurisdictional (ACOE) wetlands	<input type="checkbox"/> High <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Moderate <input type="checkbox"/> Low
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This parcel, like many areas around it, burned in July 2004 during the Waterfall Fire. Much of the property was reseeded via drill application with shrub and herbaceous species. The shrub component has established well and has become the dominant vegetation type. Shrub height averages 2-3 feet, which is the mature height for some species but others will grow up to six foot tall. A good diversity of shrub species exists

throughout the property including sagebrush, bitterbrush, ephedra, desert peach, rabbitbrush, and others. While not typical of this site, one elderberry is also present.

The herbaceous component varies by elevation. In the lower areas, approximately around 4,960' – 5,060', there is little perennial grass and the forbs include forage kochia, Palmer's penstemon, and prickly poppy. In the upper areas ranging from 5,060' to 5,180', perennial grass, including non-seeded native desert needlegrass, is significantly more abundant and the forbs include buckwheat and lupine.

Non-native annual species such as Russian thistle and redstem filaree are primarily found in the disturbed areas i.e. along the recently constructed drainage channel and berm on the east side of the property, adjacent to the Wellington Crescent subdivision. The negligible presence of cheatgrass could be a result of the soil texture (primarily loamy sand) and/or, most likely, a result of drought conditions. No noxious weeds are present.

Plant cover was measured on one transect, approximately 300' in length and in the approximate location as measured by Resource Concepts Inc. in 2005 and reported in "2005 Waterfall Fire Seeding Success Summary." Since 2005, vegetation cover has increased from 6% to 17%, bare ground has increased by 10%, and litter has decreased by 19%. The site was previously dominated by perennial grasses, as observed in the photo documentation of the above report. Hence, the data is representative of plant succession and the expected changes when the vegetation composition shifts from a perennial grass dominated landscape to shrub dominated landscape.

Landform / Scenic Quality	Committee, staff, consultants	<input type="checkbox"/> Open water (lakes, ponds, river, stream)	<input type="checkbox"/> High
		<input checked="" type="checkbox"/> Contains ridge or promontory with long views	<input checked="" type="checkbox"/> High
		<input type="checkbox"/> Contains a valley that provides enclosure / privacy	<input type="checkbox"/> Medium

The property has an elevation gain of 220' to its highest point at 5,180' along the northwest property corner. From this point, there are expansive views across Carson City.

Visibility	Committee, staff, consultants	<input checked="" type="checkbox"/> Visible from major roads	<input checked="" type="checkbox"/> High
		<input type="checkbox"/> Visible only from local roads	<input type="checkbox"/> Medium
		<input type="checkbox"/> Visible primarily from adjacent residences	<input type="checkbox"/> Low

The highest point at 5,180' along the northwest property corner is about equal to the height of the Ash Canyon water tanks. The tanks are visible from nearby areas on the west side such as Western Nevada College and Ormsby Drive, as well as several areas on the east side including Highway 50, Fairview Dr, and Koontz Drive. Due to the lower elevation and mature tree canopy of the Carson City downtown area and historic district, the property is generally not visible from those areas.

Size	Staff	<input type="checkbox"/> Large than 40 acres	<input type="checkbox"/> High
		<input checked="" type="checkbox"/> 20 to 40 acres	<input checked="" type="checkbox"/> Medium
		<input type="checkbox"/> 10 to 20 acres	<input type="checkbox"/> Low

20.5 acres

Accessibility	Committee, staff, consultants	<input checked="" type="checkbox"/> Significant portions can be opened to public	<input checked="" type="checkbox"/> High
		<input type="checkbox"/> Limited portions opened to public use	<input type="checkbox"/> Medium

There is approximately 1,590 feet of two-track trail and 390 feet of single-track trail located on the western portion of the property. These trails are not self-contained; rather they link to several miles of trails in the Ash Canyon and Vicee Canyon areas. The trails connect to adjacent parcels administered by the Nevada Division of State Lands, and further onto parcels administered by the Nevada Board of Regents and other

privately-owned parcels. The property boundaries to the east and south are closed due to private property (Wellington Crescent subdivision) and Carson City administrative use for stormwater management, respectively.

Historic / Cultural	State Historic Preservation Office	<input type="checkbox"/> Known or high potential archaeological resource <input type="checkbox"/> Historic designation (national, state, or local) <input type="checkbox"/> Significant local cultural feature (physical landmark, working farm, unique structure, etc.)	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Moderate
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The State Historic Preservation Office has not been contacted for review; however no historic or cultural resources are apparent.

Water Protection	CC Public Works	<input type="checkbox"/> Within 5 year well protection zone <input checked="" type="checkbox"/> Within 10 year well protection zone <input checked="" type="checkbox"/> Contains high-infiltration soils within watershed protection area	<input type="checkbox"/> High <input checked="" type="checkbox"/> High <input checked="" type="checkbox"/> Medium
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Flood Hazard	Federal Emergency Management Agency	<input type="checkbox"/> Within FEMA-designated 100 year floodplain <input type="checkbox"/> Within area of known flooding	<input type="checkbox"/> Low <input type="checkbox"/> Medium
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Zone "D" - "areas with possible, but undetermined flood hazards."

Prime Farmland	US Dept of Agriculture	<input type="checkbox"/> Land has statewide agricultural importance (irrigated farmland)	<input type="checkbox"/> High
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not applicable

Submitted by: *A. Burroughs*

Date: 8/2/12

Table B. Prioritizing Factors

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

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

Category	Definition (check if present)	Priority
Uniqueness of Habitat Type	<input type="checkbox"/> One of few remaining examples of at least one characteristic in Table A	<input type="checkbox"/> High
	<input checked="" type="checkbox"/> Habitat or physical setting is relatively rare in Carson City	<input checked="" type="checkbox"/> Low

As noted above, the Nevada Department of Wildlife states the importance of wildlife habitat and conserving as much mule deer winter range as possible.

Ease of Acquisition	<input checked="" type="checkbox"/> Landowner motivated to sell at less cost than market value	<input checked="" type="checkbox"/> High
	<input type="checkbox"/> Can be acquired with terms (options, payment structure, trade, etc.) favorable to the city <input type="checkbox"/> Cost is not greater than appraised value, terms are not unfavorable	<input type="checkbox"/> Medium <input type="checkbox"/> Low

Potential To Share Cost	<input type="checkbox"/> Likely significant participation of non-city funding partners	<input type="checkbox"/> High
	<input type="checkbox"/> Likely participation from other funding sources	<input type="checkbox"/> Medium
	<input checked="" type="checkbox"/> Likely significant participation from other city departments	<input checked="" type="checkbox"/> Low

The purchase of this parcel complements a larger transaction recently completed by Carson City Public Works on adjacent lands to the south for stormwater management. This purchase is wholly funded by the Open Space program.

Urgency	<input type="checkbox"/> Development is imminent <input type="checkbox"/> For sale (acquisition / development likely) <input checked="" type="checkbox"/> Private negotiation, not on open market	<input type="checkbox"/> High <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Low
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Is a Significant Part of Open Space Plan	<input checked="" type="checkbox"/> Located within an Open Space priority area	<input checked="" type="checkbox"/> High
	<input checked="" type="checkbox"/> Parcel is designated on current Open Space master plan	<input checked="" type="checkbox"/> Medium
	<input type="checkbox"/> Adjacent to or can be linked to other Open Space parcel(s), trail(s), or park(s)	<input type="checkbox"/> Medium

Citizen Support	<input type="checkbox"/> Has city-wide citizen support / advocacy	<input type="checkbox"/> High
	<input checked="" type="checkbox"/> Has local citizen support	<input checked="" type="checkbox"/> Medium
	<input type="checkbox"/> No significant opposition	<input type="checkbox"/> Low

Submitted by: Ch. Bollu

Date: 8/2/13

Additional Information

Current Conditions

On-site land use(s):

The landowner's use of this vacant, undeveloped parcel is minimal; however others use the property for purposes, officially and unofficially.

Along the eastern property boundary (and continuing south onto another parcel), Carson City Public Works recently completed a drainage channel and berm. On this particular parcel, the drainage channel and berm measure 40' width from the residential fences and 500' in length.

On the western portion of the property, there is approximately 1,590 feet of two-track trail/dirt road and 390 feet of single-track trail – generally used by recreationists. One section of the two-track trail/dirt road is posted "No Motorized Vehicles."

Surrounding land uses(s):

To the east, the property is boarded by 1-2 acre lots and high-end homes in the Wellington Crescent subdivision. To the south, the parcel is owned by Carson City and primarily used for stormwater management. The Carson City parcel also provides the new public access road into the Ash Canyon backcountry.

The Nevada Division of State Lands administers the adjacent parcels on the north and the west. On the north, the parcels are School Trust lands whereas the parcel on the west is leased to Carson City for water storage (water tanks). Towards the northeast, the parcels are administered by the Nevada Board of Regents. Towards the northwest and further to the west are privately-owned parcels.

As previously identified, there are several miles of trails throughout these parcels in the Ash Canyon and Vicee Canyon areas. Ash Canyon Road provides non-motorized and 4WD motorized use leading to the backcountry and Hobart Reservoir. Other two-track trails/roads and single-track trails, often crossing private property, are extremely popular with mountain bikers, hikers, and runners.

Infrastructure

Recently constructed by Carson City Public Works, there is a drainage channel and berm along the eastern property boundary measuring 40' width from the residential fences and 500' in length. Additionally, there is a new 4-strand barbed wire fence measuring 1,000' in length along the south boundary.

Uses, Potential Uses, Management, and Costs	Frequency	Cost
Carson City Municipal Code Chapter 13.06 – Open Space	<p><u>13.06.100 - Preservation of land.</u> Generally, lands acquired with open space funds shall be preserved and managed in a near natural condition... Open space land will generally be open for passive recreation improvements developed where appropriate and environmentally compatible. Examples of compatible passive recreation include hiking, bicycling, equestrian trail uses, nature study, interpretive facilities, wildlife habitat, fishing and photography, or similar compatible uses.</p> <p><u>13.06.140 - Maintenance and management.</u> Except as otherwise provided in this chapter, open space land may not be improved after acquisition unless such improvements are necessary to protect or maintain the land or provide for passive recreation uses such as hiking, bicycling, equestrian and trailhead facilities, nature study, interpretative facilities, wildlife habitat, fishing and photography or similar compatible uses. It may be necessary to close an open space property temporarily, or seasonally, to protect a natural resource, or to make the property safe for public enjoyment. Maintenance and operation funds for open space acquired lands may be made available from the quality of life special revenue fund. The open space element of the Carson City master plan shall provide direction for the maintenance and management of open space lands pursuant to this chapter.</p>	
Fuels	<p><u>Fire Risk – Moderate.</u> The “2005 Waterfall Fire Seeding Success Summary” by Resource Concepts Inc. estimated vegetative fuel loads in this area at 300-500 pounds per acre. Recent measurements estimated vegetation cover at 17% and plant height at 2-3 feet. The plant composition is dominated by shrubs. It is important to note that wildfire can begin in the natural environment as well as adjacent residential areas.</p> <p><u>Defensible Space / Fuel Breaks</u> The recently constructed drainage channel and berm provide a 40’ wide defensible space along most of the west side of the residential fences and Wellington Crescent subdivision. The various trails also serve as a fuel break.</p> <p><u>Reduction</u> Due to present conditions, few fuels treatments are required in the short term i.e. within the next five years. Along the residential fence line, the northernmost 200’</p>	

1st treatment should be completed as soon as possible. Afterwards, evaluations should be conducted every five years.

Variable, depending on treatment method, vegetation, access, etc.
Examples:
1) seasonal fire crew = \$77 / hour
2) one masticator and operator = \$249 / hour

should be evaluated for shrub thinning.

Suppression

Ash Canyon Road provides direct access for fire suppression.

Infrastructure	Drainage channel and berm	Infrequent	Public Works
	4-strand barbed wire fence	Infrequent	\$3.00 per linear foot
Patrol	The property is easily accessible and highly visible by neighbors, recreationists, city staff and volunteers. Carson City Public Works operates daily at the nearby water tanks, and Open Space volunteers and staff frequently pass the property en-route to patrol and inspect other properties in Ash Canyon.	Weekly	Absorbed in routine operation.
Plants — Revegetation, Weed Control	<u>Revegetation</u> One two-track “trail” should be evaluated for rehabilitation. This northwest- to southeast- oriented trail is approximately 350’ in length, steep, and gully erosion has occurred. Vehicle tracks are faint but pedestrian tracks are apparent. A new, sustainable trail alignment would be difficult without crossing onto adjacent properties.		To be determined.
	<u>Weeds</u> No noxious weeds are present. If cheatgrass becomes prevalent, a pre-emergent herbicide should be considered along the urban interface.		Not applicable, at this time.
Prohibited Activities	<p>This list is not all inclusive, but rather it includes a few common issues.</p> <p><u>8.12.010 - Discharge of firearms unlawful.</u></p> <p>1. It is unlawful for any person to fire off or discharge:</p> <p>a. Any gun, rifle, pistol or other firearm, with the exception of shotguns, air rifles and B-B guns, within five thousand feet (5,000&prime) of any dwelling, building or other place of public resort within Carson City;</p> <p>b. Any shotgun, air rifle or B-B gun within one thousand feet (1,000&prime) of any dwelling, building or any other place of public resort within Carson City;</p> <p>c. Any gun, pistol, rifle, shotgun, air rifle, B-B gun or other firearm in, on or across any public road or highway;</p> <p>2. It is unlawful for any person to discharge rifled slugs from a shotgun within five thousand feet (5,000&prime) of any dwelling, building or other place of public resort within Carson City.</p>		

3. This section does not apply to peace officers or to persons shooting in any regularly established and lawfully authorized and licensed rifle range, gun club or shooting gallery or to any person lawfully discharging a firearm in protection of life or property.

13.02.190 - Camping.

No person shall camp, lodge or otherwise remain overnight in any park except at a place designated for such purpose, or with prior written approval of the director.

Recreation and Trails

On the western portion of the property, there is approximately 1,590 feet of two-track trail/dirt road and 390 feet of single-track trail. These trails are not self-contained; rather they link to several miles of trails in the Ash Canyon and Vicee Canyon areas. It is important to note that these are user-built trails.

These trails are extremely popular with mountain bikers, hikers, and runners. Four-wheel drive enthusiasts occasionally use the two-track trails. However, the two-track trail leading from the water tanks towards the northeast is posted "No Motorized Vehicles."

No additional trails or trailheads are currently being planned by the city.

Inspected annually.

To be determined.

**Visitor Services
i.e. restrooms,
signs, trash
collection, etc.**

It is anticipated there will be some amenities and improvements in the area. Restrooms, however, are not anticipated.

To be determined.

Juan Guzman - Re: Taxes for APN 7-101-55 K Joost

From: Dave Dawley
To: Guzman, Juan
Date: 8/3/2012 4:04 PM
Subject: Re: Taxes for APN 7-101-55 K Joost
CC: Adams, Kimberly
Attachments: 2012-2013 AG MANUAL.pdf

Good afternoon.

This property is receiving an agricultural deferment. What I mean by that is the land is producing a certain amount so that the land is valued on a agricultural basis. The NV Tax Commission approved the amounts per acre that we can charge based on the type of land. This parcel is classified as "3rd class grazing", so, the cost per acre is \$3.76 (see page 7 of the 2012/13 Ag Manual). \$3.76 times 20.25 acres equals 76 assessed value. 76 times \$3.56 (tax rate) equals \$2.71. However, because this amount is over the capped amount it can only go up 6.4% higher than is was he year before.

Does this help?

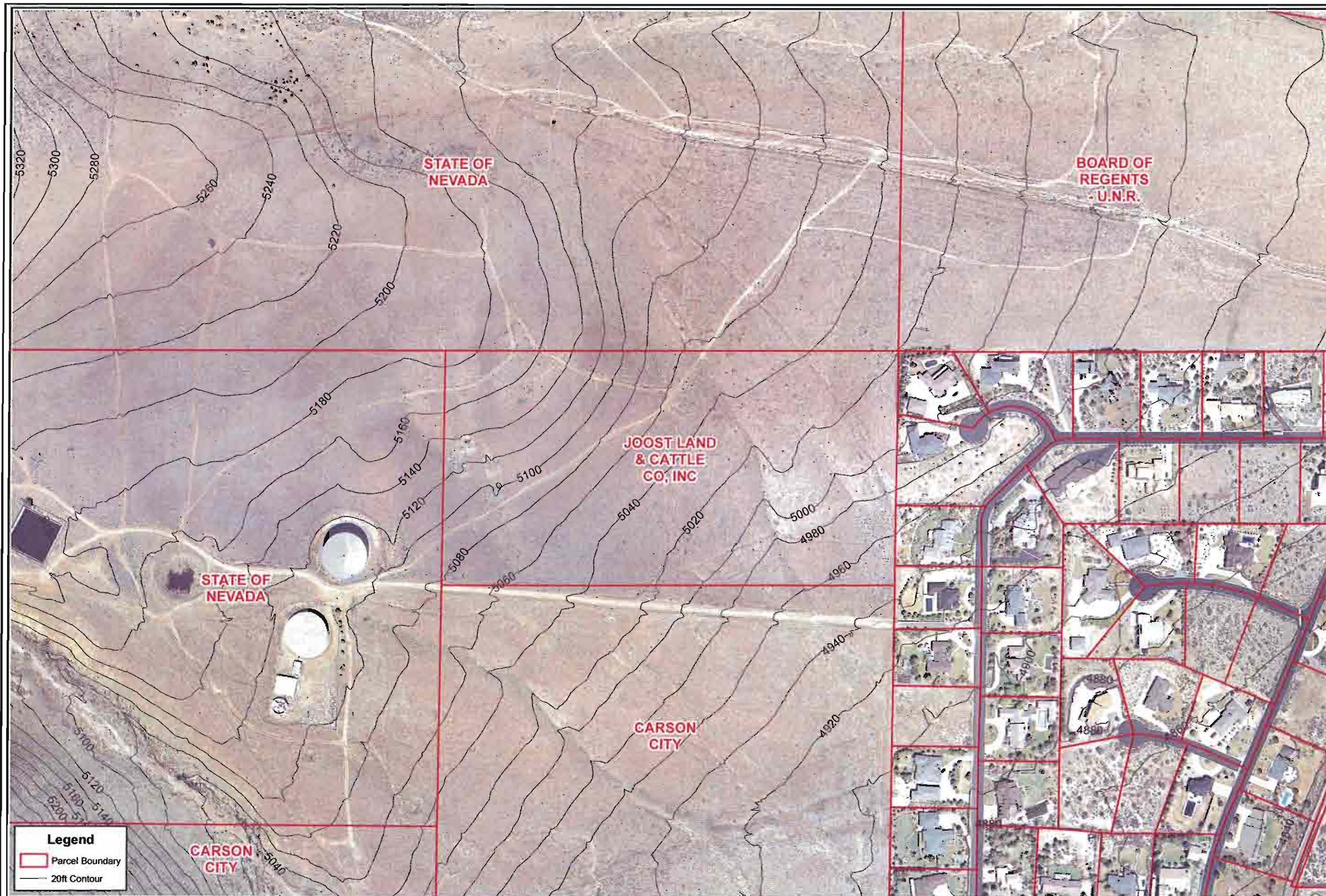
David A. Dawley, Assessor
Carson City Assessor's Office
201 N. Carson St Ste #6
Carson City, NV 89701-4289
(775)887-2130 fax: (775)887-2139

>>> Juan Guzman 8/3/2012 3:44 PM >>>

Hi Kim & Dave:

On June 16, 2012 the Board asked me to verify that the taxes for that parcel would be \$1.77 as you informed thru e mail on April 12 , 2012. They also asked me why so low and I mentioned agricultural assessments at that point the Mayor asked me again to verify that information. Will you please help me to provide the BOS with a coherent response?

Juan F. Guzman
Open Space / Property Manager
Carson City Parks & Recreation Dept.
3303 Butti Way, #9
Carson City, NV 89701
T: 775-887-2262 ext. 7341
F: 775-887-2145



N



1 Inch = 250 Feet

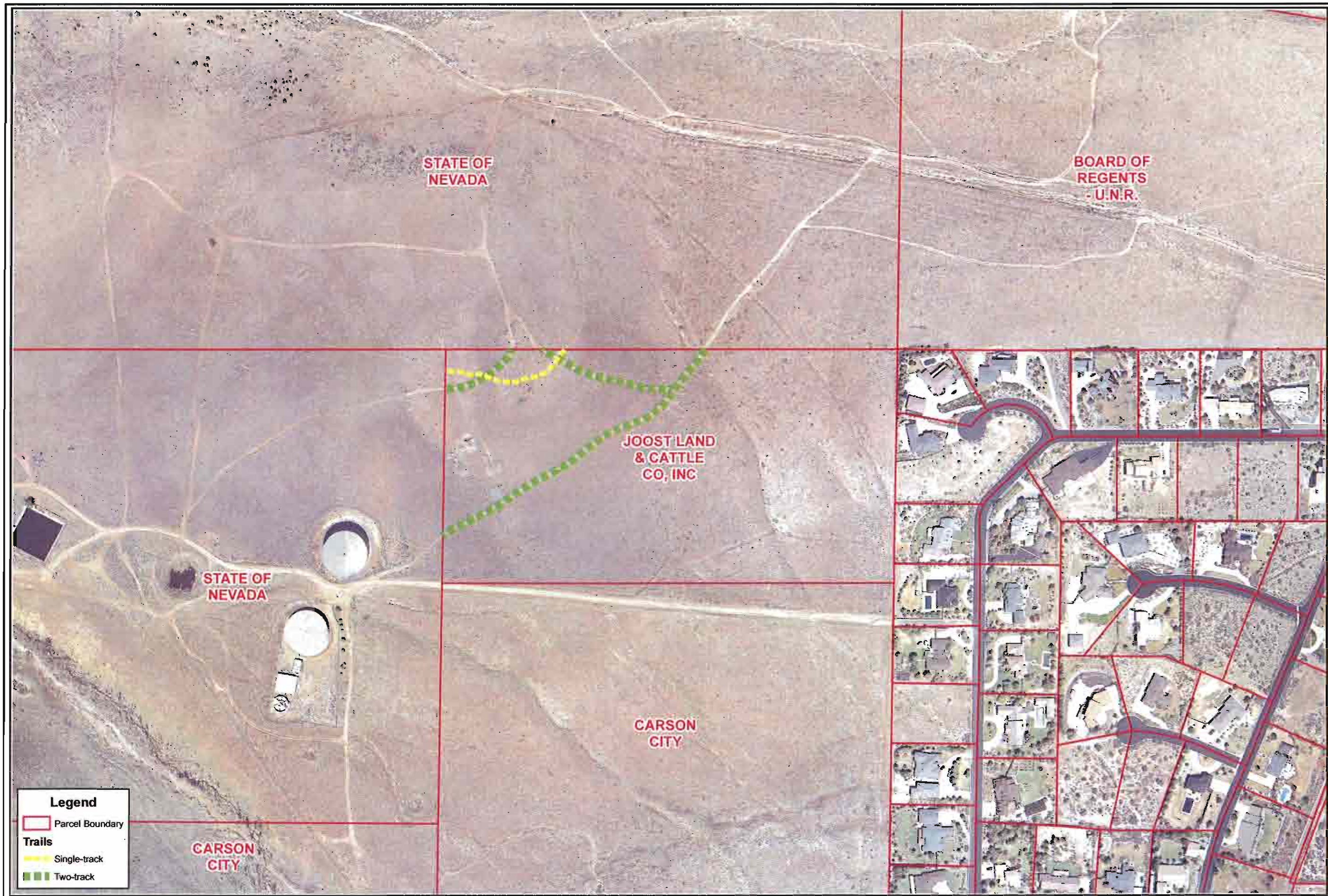
Photos Flown:
2010

Joost Property
APN: 7-101-55



Douglas County
GIS Department
P.O. Box 218
1615 8th Street
Minden, NV 89423
(775) 782-9894

THIS IS THE ONLY WAY TO PROTECT YOUR
CAREER FROM THE RISK OF
PLANNING ONLY IF YOU DON'T NEED
A QUALITY TO WORK IS ACCORDING
TO THE APPROACH OF YOUR CAREER
THE ONLY WAY TO PROTECT YOUR



Legend

Parcel Boundary

Trails

Single-track

Two-track

N

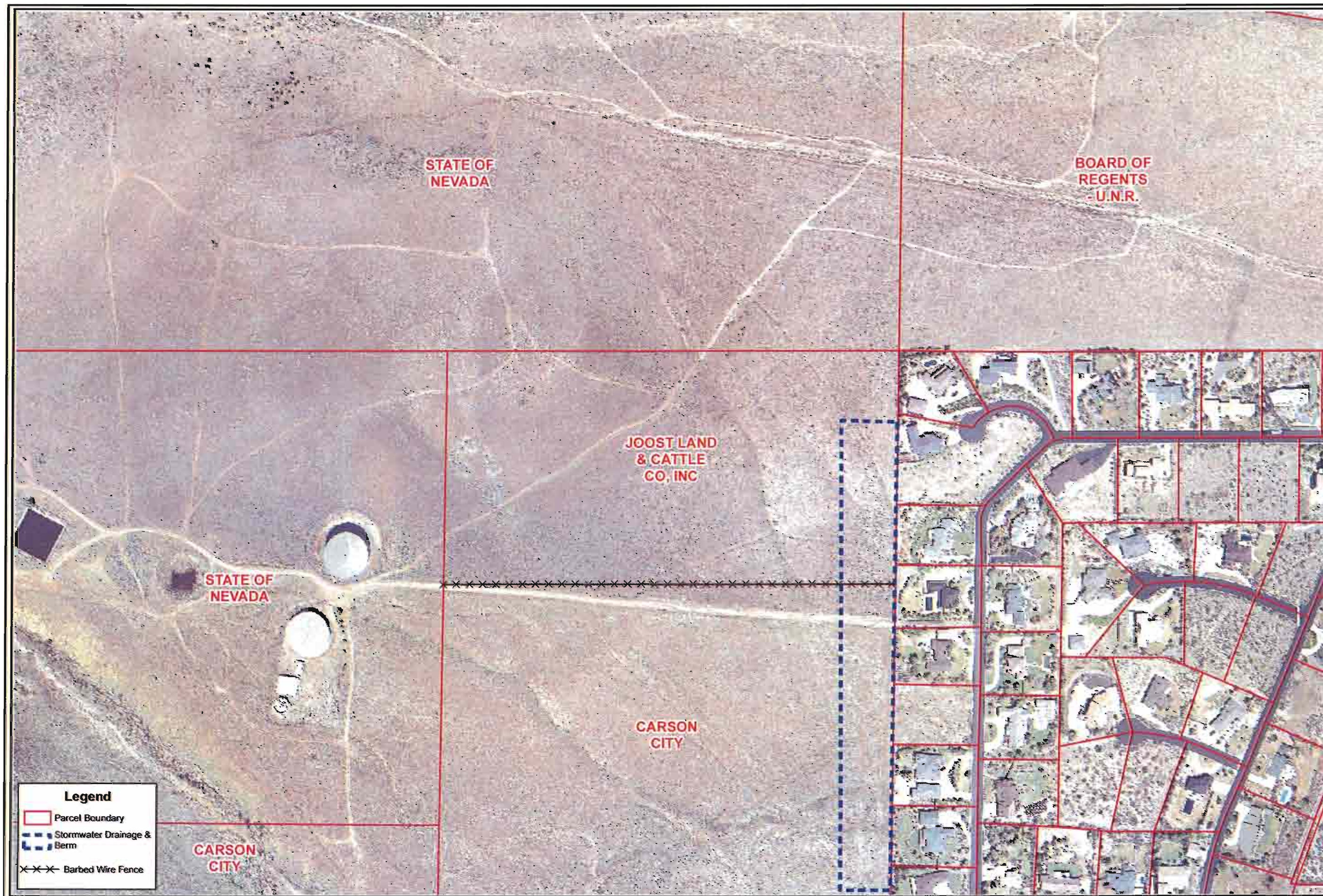
1 Inch = 250 Feet

Photos Flown:
2010

Joost Property
APN: 7-101-55


Douglas County
GIS Department
P.O. Box 218
1615 8th Street
Minden, NV 89423
(775) 782-9894

THIS MAP IS PREPARED FOR THE CITY OF CARSON CITY FOR ALTERNATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A WARRANTY OR GUARANTEE OF THE DATA DELIVERED HEREON.



N
1 Inch = 250 Feet
Photos Flown:
2010

Joost Property
APN: 7-101-55

Legend

- Parcel Boundary
- Stormwater Drainage & Berm
- Barbed Wire Fence

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1615 8th Street
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SCALE: 1" = 100' HORIZ.

DESIGNED BY: RF
DRAWN BY: SO
CHECKED BY: RF
DWG NO.: 444444-102/100
SCALE (HORIZ): 1" = 100'
SCALE (VERT): N/A
PLOT DATE: 2/3/12

Carson City Open Space Plan

Summary of relevant sections for Joost Land and Cattle Company, Inc, APN 007-101-55

Introduction

- p. 5 Open Space in Carson City is intended mainly to preserve the natural landscape and to accommodate certain types of passive recreation, such as hiking, running, bicycling and horseback riding. Under certain circumstances, the only physical facilities to be located in Open Space areas are trails and supporting picnic areas, interpretive facilities, restrooms, and parking lots.
- P. 6 The plan... also outlines a variety of ways to work with potential partners to achieve multiple Open Space objectives (such as ground water recharge, stormwater management, protection of wildlife habitat, preserving visual relief from development, and air quality improvement, to name a few).

Public Input

- p. 10 Question 3 - What land would you set aside as Open Space?
17 responses, one of which is "Mouth of Ash Canyon"
- p. 11 Current Use of Open Space – general ranking relative to frequency-of-use:
- | | |
|---------------------|--------------------------|
| 1. Just look at it | 7. Walking the dog |
| 2. Observe wildlife | 8. Fishing |
| 3. Walking | 9. Mountain biking |
| 4. Picnicking | 10. In-line skating |
| 5. Hiking | 11. All-terrain vehicles |
| 6. Biking | 12. Horseback riding |
- p. 11 The five areas most used for Open Space recreation (not parks) were, in order of use:
1. Carson Range foothills
 2. Carson River corridor
 3. Lake Tahoe area
 4. SE Valley Floor (Prison Hill area)
 5. Carson Range High Country
- p. 13 Priority Areas to Preserve for Open Space:
1. Carson River corridor
 2. Hillsides visible from the city
 3. Working, irrigated ranches
 4. In-town trail corridors
 5. Trail corridors outside the city
- p. 14 The three most important *reasons* to preserve Open Space were:
- Preserve hillsides from development
 - Protect wildlife habitat
 - Provide trails
- P. 15 Management of Open Space
Respondents strongly supported virtually all the potential restriction on Open Space, if necessary for environmental reasons, including:

- Require dogs be kept on leashes
- Require people to stay on trails
- Prohibit motorized vehicles in some areas
- Make some areas off limits during certain seasons
- Prohibit bicycle access to some areas

Carson City's Open Space Resources and Constraints

p. 17 The characteristics that are most important to Carson City for protection as Open Space, can be grouped into four basic categories:

- High visual value (City backdrop, scenic areas, feeling of openness)
- Important environmental conditions (wildlife habitat, rare species, etc.)
- Open areas important to public health/safety, welfare (flooding, ground water recharge)
- Areas of cultural / recreation importance (historic, exiting use area)

P. 24 Hillside Development Ordinance

The City has implemented specific development restriction for hillside areas. Development on slopes over 15% must comply with the City's Hillside Development Manual, which prescribes special standards for cut/fills, roads, etc. A Special Use Permit is required for development on slopes over 35%, and also for development above the designated Skyline. Since a Special Use Permit is discretionary, this requirement can be more of a significant constraint to development and can greatly reduce overall density. However, some development is still allowed in these conditions. Therefore, the hillside regulations are only a modest constraint to development.

Master Plan for the Future Open Space System

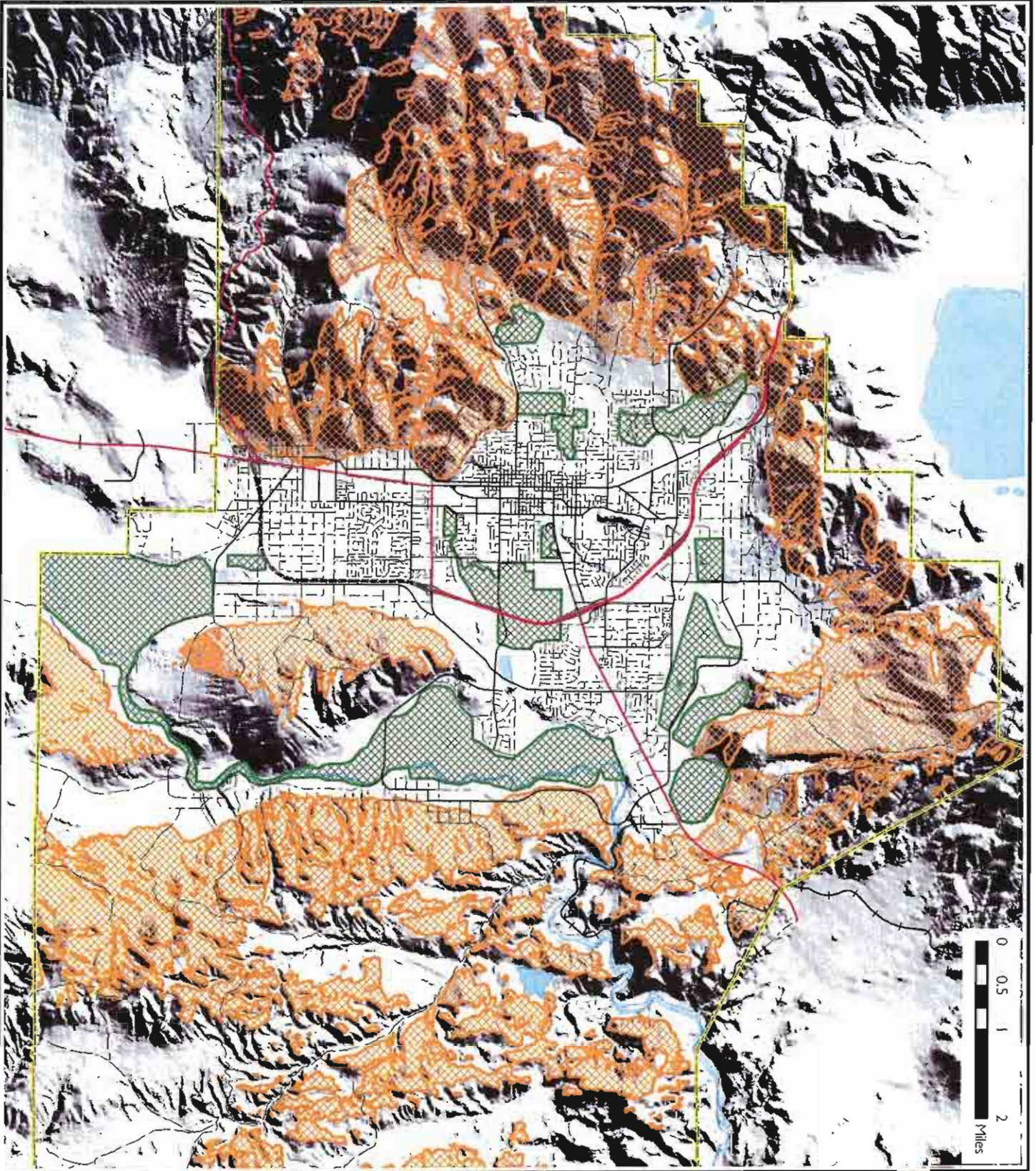
p. 29 *The extent to which a property possesses qualities that will meet the purposes of Open Space.*
Desirable qualities of Open Space for Carson City include the following:

- Wildlife habitat – provides valuable habitat and migration corridors
- Natural areas – riparian area, wetlands
- Visibility – will protect mountain backdrop and is visible from many viewpoints
- Land forms have topographic variety and visual interest
- Size – larger parcels generally better than small ones for natural Open Space
- Accessible – public access is preferred
- Health, safety and welfare – protects water supply, avoids flood hazards and improves air quality
- Carson Foothill Area- close enough to be convenient for public access
- Provides connection to Open Space or trails

p. 30 Desired Open Space Areas

After applying the Open Space criteria, the Open Space Advisory Committee has identified several key areas for initial Open Space preservation:

- Carson River corridor
- Scenic vistas and visible hillsides
- Working agricultural areas in or near the City
- Linkages for trails, trailheads and connection of Open Space parcels



Legend
Visible Hillside
Open Vistas / Urban Relief

Open Space Visibility

Carson City Open Space Advisory Committee

Carson City
GIS Division
3505 Bard Way
Carson City, NV 89701
(775) 887-2355



CARSON CITY, NEVADA
THE CITY OF CARSON CITY FOR ALL INFORMATION
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Chapter 13.06 - OPEN SPACE

Sections:

13.06.010 - Purpose.

13.06.020 - Creation of an open space advisory committee.

13.06.030 - Committee membership.

13.06.040 - Term of office and vacancies.

13.06.050 - Removal from committee.

13.06.060 - Powers and duties of open space advisory committee.

13.06.070 - Organization and procedure of the open space advisory committee.

13.06.080 - Prohibited interest/confidentiality.

13.06.090 - Annual report.

13.06.100 - Preservation of land.

13.06.110 - Leasing open space lands.

13.06.120 - Disposal of open space lands and grants of exclusive licenses/permits.

13.06.130 - Statement of deed.

13.06.140 - Maintenance and management.

13.06.150 - Other public lands.

13.06.010 - Purpose.

In the broadest sense, the objective of the open space program is to promote quality of life for citizens of Carson City through the preservation and protection of the quality of the natural environment which has given Carson City much of its character. This natural environment includes many spectacular views of the mountains, Carson River, and Eagle Valley. The natural streams, wetlands and open lands, with their water and related plant and animal life complement the scenic vistas and remind us of the area's early history. These natural areas, water bodies, vistas and panoramas, natural landmarks, and native flora and fauna are intended to be preserved and protected for the enjoyment of this and future generations by the judicious use of funding for open space.

As Carson City continues to grow, open spaces should be provided and woven into the fabric of the city. These open spaces may define developed areas within the community, and in certain areas may define the boundary of the city. They are intended to obtain a balance and harmony between physical development and open space for the benefit of Carson City citizens. Preservation of open space in all parts of the city will foster appreciation of the natural environment, provide increased

opportunities for passive recreation, preserve agricultural uses, allow connecting open space corridors, and improve the quality of life.

Carson City encourages residents of this community and other concerned persons or parties to donate certain lands or funds for use in the open space program. The board of supervisors may by resolution accept properties not acquired with open space funds into the open space program after a recommendation from the open space advisory committee.

The open space advisory committee shall provide the oversight over the administration and expenditure of funds from the open space division of the quality of life special revenue fund established by Carson City Municipal Code 21.07. The funding for open space including interest and other income, may be used for the acquisition, restoration of natural resources, development and construction which afford for public access, health and safety, equipping, improvement, maintenance, conservation planning and management of real property for open spaces acquired through the fund; and administrative costs approved by the committee.

(Ord. 1997-30 § 1 (part), 2, 1997).

13.06.060 - Powers and duties of open space advisory committee.

2. The committee in developing the open space element to the Carson City master plan, and in selecting open space lands for possible acquisition and preservation, shall be consistent with the intent of the 1996 ballot explanation, which was: The committee will work to sustain natural and scenic resources and the long-term quality of life in Carson City. And, acquisition of open space land will help preserve mountains, hills and scenic resources, conserve wildlife habitat, protect our drinking water sources and allow outdoor enjoyment of natural areas. Open space, which is defined as undeveloped land with valued natural resources, will be acquired from willing sellers, or by other mutually agreeable methods.
3. Open space will be acquired and maintained as conservancy areas to be used for the following purposes:
 - a. To provide off-street bicycle, hiking and equestrian trails, and trailhead facilities that connect parks, schools and the valley with the mountains.
 - b. To safeguard water resources: watershed areas, water-well sites and designated groundwater recharge areas.
 - c. To safeguard waterway corridors, floodplains, wetlands, streams and the Carson River.
 - d. To develop regional detention areas and protect floodplains.
 - e. To safeguard scenic vistas and enhance the gateways to our city.
 - f. Utilization of land for shaping the development of the city and defining growth by establishing an urban boundary.
 - g. Strategic acquisitions of land to allow for outdoor relaxation, education and future

- park settings.
- h. Preservation or enhancement of significant natural areas, wildlife and culturally important lands.
- i. Connecting open space corridors.

(Ord. 1997-30 § 1 (part), 7, 1997).

(Ord. 1997-30 § 1 (part), 10, 1997)

13.06.100 - Preservation of land.

Generally, lands acquired with open space funds shall be preserved and managed in a near natural condition. Such lands might include scenic vistas, wetlands, streams, floodplains, trail corridors, agricultural lands, highly visible natural areas along major streets and open space buffers. Open space land will generally be open for passive recreation improvements developed where appropriate and environmentally compatible. Examples of compatible passive recreation include hiking, bicycling, equestrian trail uses, nature study, interpretive facilities, wildlife habitat, fishing and photography, or similar compatible uses. Development of traditional, active recreational facilities, such as athletic fields, swimming pools, and tennis courts are precluded. Shared participation in multi-use lands is possible. The open space element of the Carson City master plan, public hearing process and criteria developed by this committee shall provide direction for the acquisition of open space.

(Ord. 1997-30 § 1 (part), 11, 1997).

13.06.110 - Leasing open space lands.

Certain open space properties may be leased for continued open space agricultural uses such as farming or grazing. This approach can provide a link to Carson City's past, protect the land from development and can shift some maintenance costs to the leasee. Generally, the leased properties will continue to afford access for passive enjoyment, to the extent feasible.

(Ord. 1997-30 § 1 (part), 12, 1997).

13.06.140 - Maintenance and management.

Except as otherwise provided in this chapter, open space land may not be improved after acquisition unless such improvements are necessary to protect or maintain the land or provide for passive recreation uses such as hiking, bicycling, equestrian and trailhead facilities, nature study, interpretative facilities, wildlife habitat, fishing and photography or similar compatible uses. It may be necessary to close an open space property temporarily, or seasonally, to protect a natural resource, or to make the property safe for public enjoyment. Maintenance and operation funds for open space acquired lands may be made available from the quality of life special revenue fund. The open space element of the Carson City master plan shall provide direction for the maintenance and management of open space lands pursuant to this chapter.

(Ord. 1997-30 § 1 (part), 15, 1997)

13.06.150 - Other public lands.

Funding for open space may be used for passive recreation improvements on other public lands, including federal, state and city-owned lands, maintained in a predominately undeveloped state within Carson City. Examples of compatible passive recreation improvements include trails, bicycling, equestrian and trailhead facilities, nature study, interpretative facilities, wildlife habitat, fishing and photography, or similar compatible uses.

(Ord. 1997-30 § 1 (part), 16, 1997).

Cover Data

[illegible]

Notes (use other side or another page)

→ Species

Grass

Luna wheatgrass

Siberian wheatgrass

Desert needlegrass

Annals

Erodium cicutarium

Russian thistle

Forbs

Kochia prostrata

Palmer's ponslemom

black wheat

prickly poppy

lupine

Shrubs

AKTR

bitterbrush

ephedra

desert
~~Anderson~~ peach

fourwing saltbush?

Elderberry

rabbitbrush



United States
Department of
Agriculture



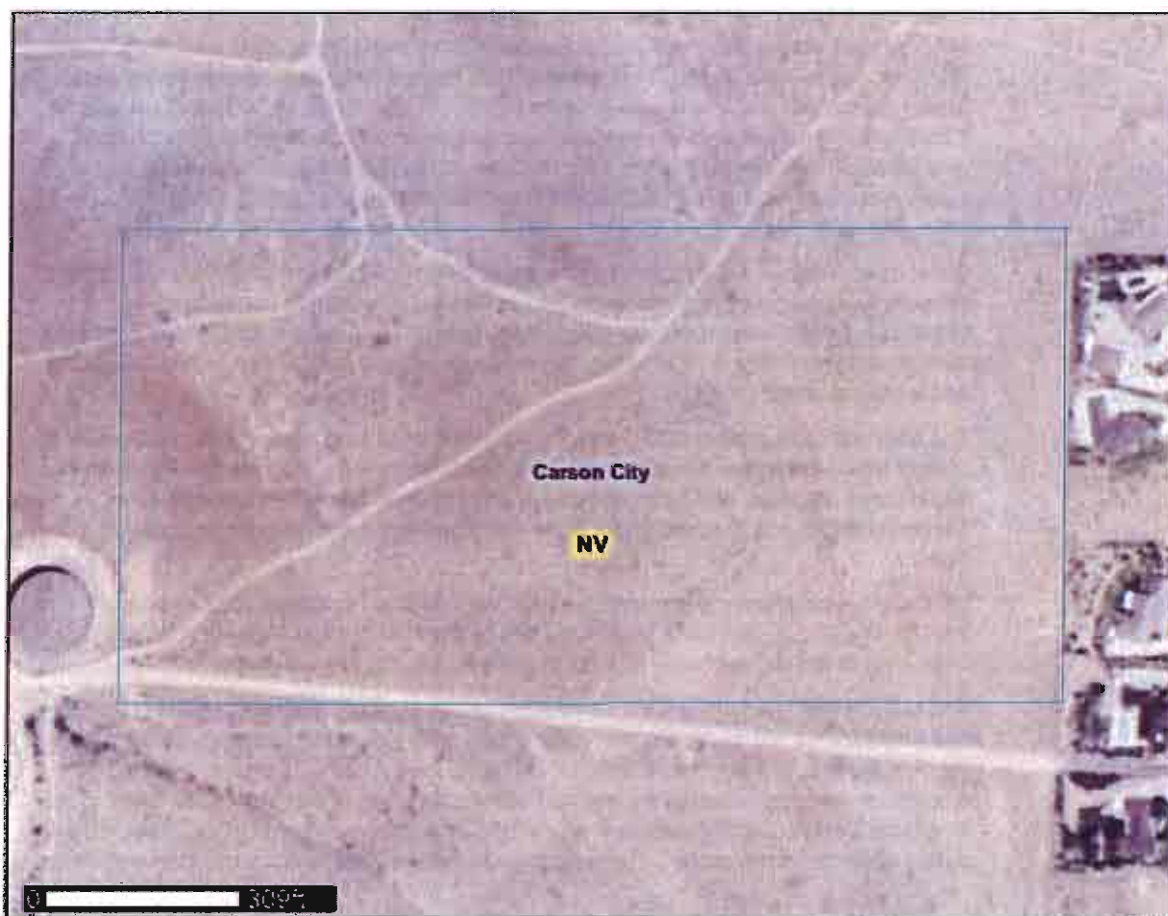
NRCS

Natural
Resources
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A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Carson City Area, Nevada**

Joost Property APN 7-101-55



June 27, 2012

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://soils.usda.gov/sqi/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<http://offices.sc.egov.usda.gov/locator/app?agency=nrsc>) or your NRCS State Soil Scientist (http://soils.usda.gov/contact/state_offices/).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Soil Data Mart Web site or the NRCS Web Soil Survey. The Soil Data Mart is the data storage site for the official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

Custom Soil Resource Report

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

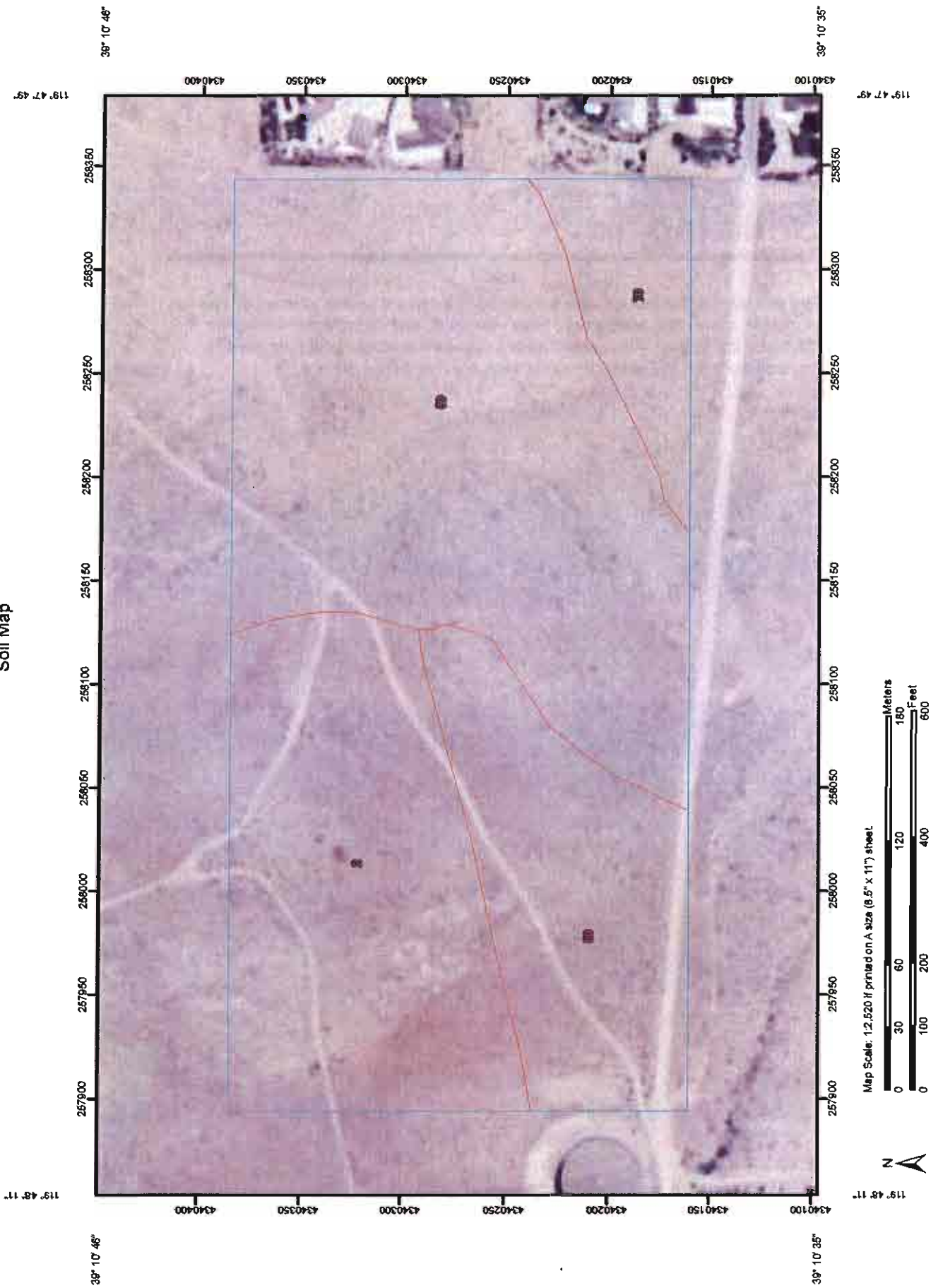
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.











































Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



MAP LEGEND

	Area of Interest (AOI)		Very Stony Spot
	Area of Interest (AOI)		Wet Spot
	Soil Map Units		Other
	Special Point Features		Special Line Features
	Blowout		Gully
	Borrow Pit		Short Steep Slope
	Clay Spot		Other
	Closed Depression		Political Features
	Gravel Pit		Chutes
	Gravelly Spot		Water Features
	Landfill		Streams and Canals
	Lava Flow		Transportation
	Marsh or swamp		Rails
	Mine or Quarry		Interstate Highways
	Miscellaneous Water		US Routes
	Perennial Water		Major Roads
	Rock Outcrop		Local Roads
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		
	Spoil Area		
	Stony Spot		

MAP INFORMATION

Map Scale: 1:2,520 If printed on A size (8.5" x 11") sheet.
The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: UTM Zone 11N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Carson City Area, Nevada
Survey Area Date: Version 4, Oct 23, 2009

Date(s) aerial images were photographed: 6/10/2006

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Carson City Area, Nevada (NV629)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Aldax variant-Rock outcrop complex, 30 to 50 percent slopes	7.1	28.4%
59	Surprise coarse sandy loam, 4 to 8 percent slopes	11.5	46.2%
60	Surprise sandy loam, 8 to 15 percent slopes	4.6	18.3%
70	Toll gravelly loamy sand, 0 to 15 percent slopes	1.8	7.1%
Totals for Area of Interest		24.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic

Custom Soil Resource Report

classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Carson City Area, Nevada

2—Aldax variant-Rock outcrop complex, 30 to 50 percent slopes

Map Unit Setting

Elevation: 6,000 to 7,000 feet

Mean annual precipitation: 20 to 35 inches

Mean annual air temperature: 44 to 45 degrees F

Frost-free period: 55 to 75 days

Map Unit Composition

Aldax variant and similar soils: 65 percent

Rock outcrop: 15 percent

Description of Aldax Variant

Setting

Landform: Mountain slopes

Down-slope shape: Linear

Across-slope shape: Convex

Parent material: Residuum and colluvium derived from metavolcanic rocks

Properties and qualities

Slope: 30 to 50 percent

Surface area covered with cobbles, stones or boulders: 10.0 percent

Depth to restrictive feature: 10 to 20 inches to paralithic bedrock

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water capacity: Very low (about 1.3 inches)

Interpretive groups

Land capability (nonirrigated): 7s

Typical profile

0 to 5 inches: Very stony very fine sandy loam

5 to 15 inches: Very gravelly very fine sandy loam

15 to 19 inches: Weathered bedrock

Description of Rock Outcrop

Setting

Landform: Ridges

Down-slope shape: Convex

Across-slope shape: Convex

59—Surprise coarse sandy loam, 4 to 8 percent slopes

Map Unit Setting

Elevation: 4,600 to 4,800 feet

Mean annual precipitation: 10 to 12 inches

Mean annual air temperature: 50 to 52 degrees F

Frost-free period: 100 to 110 days

Map Unit Composition

Surprise and similar soils: 100 percent

Description of Surprise

Setting

Landform: Alluvial fans

Down-slope shape: Linear

Across-slope shape: Convex

Parent material: Mixed alluvium

Properties and qualities

Slope: 4 to 8 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: Rare

Frequency of ponding: None

Available water capacity: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): 3e

Land capability (nonirrigated): 6s

Ecological site: LOAMY 10-12 P.Z. (R026XY010NV)

Typical profile

0 to 12 inches: Coarse sandy loam

12 to 24 inches: Stratified gravelly sandy loam to gravelly loam

24 to 60 inches: Stratified very gravelly sandy loam to gravelly sandy loam

60—Surprise sandy loam, 8 to 15 percent slopes

Map Unit Setting

Elevation: 4,600 to 4,800 feet

Mean annual precipitation: 10 to 12 inches

Mean annual air temperature: 49 to 51 degrees F

Frost-free period: 100 to 110 days

Map Unit Composition

Surprise and similar soils: 100 percent

Description of Surprise

Setting

*Landform: Alluvial fans
Down-slope shape: Linear
Across-slope shape: Convex
Parent material: Mixed alluvium*

Properties and qualities

*Slope: 8 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: Rare
Frequency of ponding: None
Available water capacity: Moderate (about 6.1 inches)*

Interpretive groups

*Land capability classification (irrigated): 4e
Land capability (nonirrigated): 6s
Ecological site: LOAMY 10-12 P.Z. (R026XY010NV)*

Typical profile

*0 to 15 inches: Sandy loam
15 to 37 inches: Stratified gravelly sandy loam to gravelly loam
37 to 60 inches: Stratified very gravelly sandy loam to gravelly sandy loam*

70—Toll gravelly loamy sand, 0 to 15 percent slopes

Map Unit Setting

*Elevation: 4,500 to 5,500 feet
Mean annual precipitation: 10 to 12 inches
Mean annual air temperature: 49 to 51 degrees F
Frost-free period: 100 to 110 days*

Map Unit Composition

Toll and similar soils: 100 percent

Description of Toll

Setting

*Landform: Sand sheets
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Mixed alluvium*

Properties and qualities

Slope: 4 to 8 percent

Custom Soil Resource Report

Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water capacity: Low (about 3.9 inches)

Interpretive groups

Land capability classification (irrigated): 4s

Land capability (nonirrigated): 7s

Ecological site: SANDY 8-10 P.Z. (R026XY020NV)

Typical profile

0 to 15 inches: Gravelly loamy sand

15 to 60 inches: Loamy sand

60 to 64 inches: Coarse sand

References

- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
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- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. <http://soils.usda.gov/>
- Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. <http://soils.usda.gov/>
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- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. <http://soils.usda.gov/>
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.glti.nrcs.usda.gov/>
- United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 4130-VI. <http://soils.usda.gov/>
- United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. <http://soils.usda.gov/>

Custom Soil Resource Report

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210.

Rangeland Productivity and Plant Composition

In areas that have similar climate and topography, differences in the kind and amount of rangeland or forest understory vegetation are closely related to the kind of soil. Effective management is based on the relationship between the soils and vegetation and water.

This table shows, for each soil that supports vegetation suitable for grazing, the ecological site; the total annual production of vegetation in favorable, normal, and unfavorable years; the characteristic vegetation; and the average percentage of each species. An explanation of the column headings in the table follows.

An *ecological site* is the product of all the environmental factors responsible for its development. It has characteristic soils that have developed over time throughout the soil development process; a characteristic hydrology, particularly infiltration and runoff that has developed over time; and a characteristic plant community (kind and amount of vegetation). The hydrology of the site is influenced by development of the soil and plant community. The vegetation, soils, and hydrology are all interrelated. Each is influenced by the others and influences the development of the others. The plant community on an ecological site is typified by an association of species that differs from that of other ecological sites in the kind and/or proportion of species or in total production. Descriptions of ecological sites are provided in the Field Office Technical Guide, which is available in local offices of the Natural Resources Conservation Service (NRCS).

Total dry-weight production is the amount of vegetation that can be expected to grow annually in a well managed area that is supporting the potential natural plant community. It includes all vegetation, whether or not it is palatable to grazing animals. It includes the current year's growth of leaves, twigs, and fruits of woody plants. It does not include the increase in stem diameter of trees and shrubs. It is expressed in pounds per acre of air-dry vegetation for favorable, normal, and unfavorable years. In a favorable year, the amount and distribution of precipitation and the temperatures make growing conditions substantially better than average. In a normal year, growing conditions are about average. In an unfavorable year, growing conditions are well below average, generally because of low available soil moisture. Yields are adjusted to a common percent of air-dry moisture content.

Characteristic vegetation (the grasses, forbs, and shrubs that make up most of the potential natural plant community on each soil) is listed by common name. Under *rangeland composition*, the expected percentage of the total annual production is given for each species making up the characteristic vegetation. The amount that can be used as forage depends on the kinds of grazing animals and on the grazing season.

Range management requires knowledge of the kinds of soil and of the potential natural plant community. It also requires an evaluation of the present range similarity index and rangeland trend. Range similarity index is determined by comparing the present plant community with the potential natural plant community on a particular rangeland ecological site. The more closely the existing community resembles the potential community, the higher the range similarity index. Rangeland trend is defined as the direction of change in an existing plant community relative to the potential natural plant community. Further information about the range similarity index and rangeland trend is available in the "National Range and Pasture Handbook," which is available in local offices of NRCS or on the Internet.

The objective in range management is to control grazing so that the plants growing on a site are about the same in kind and amount as the potential natural plant community for that site. Such management generally results in the optimum production of vegetation, control of undesirable brush species, conservation of water, and control of erosion. Sometimes, however, an area with a range similarity index somewhat below the potential meets grazing needs, provides wildlife habitat, and protects soil and water resources.

Reference:

United States Department of Agriculture, Natural Resources Conservation Service,
[National range and pasture handbook](#).

Report—Rangeland Productivity and Plant Composition

Rangeland Productivity and Plant Composition—Carson City Area, Nevada						
Map unit symbol and soil name	Ecological site	Total dry-weight production			Characteristic vegetation	Rangeland composition
		Favorable year	Normal year	Unfavorable year		
		<i>Lb/ac</i>	<i>Lb/ac</i>	<i>Lb/ac</i>		<i>Pct</i>
2—Aldax variant-Rock outcrop complex, 30 to 50 percent slopes						
Aldax variant	—	—	—	—	Big sagebrush	—
					Nevada bluegrass	—
					Miscellaneous perennial forbs	—
					Miscellaneous perennial grasses	—
					Antelope bitterbrush	—
					Bottlebrush squirreltail	—
					Miscellaneous shrubs	—
					Thurber's needlegrass	—
Rock outcrop	—	—	—	—	—	—
59—Surprise coarse sandy loam, 4 to 8 percent slopes						
Surprise	Loamy 10-12 P.z.	1,100	800	600	Thurber's needlegrass	20
					Big sagebrush	20
					Antelope bitterbrush	5
					Miscellaneous shrubs	5
					Basin wildrye	5
					Bluegrass	5
					Miscellaneous perennial grasses	5
					Miscellaneous perennial forbs	5

Rangeland Productivity and Plant Composition—Carson City Area, Nevada						
Map unit symbol and soil name	Ecological site	Total dry-weight production			Characteristic vegetation	Rangeland composition
		Favorable year	Normal year	Unfavorable year		
		Lb/ac	Lb/ac	Lb/ac		Pct
60—Surprise sandy loam, 8 to 15 percent slopes						
Surprise	Loamy 10-12 P.z.	1,100	800	600	Big sagebrush	25
					Thurber's needlegrass	20
					Miscellaneous shrubs	10
					Miscellaneous perennial forbs	10
					Antelope bitterbrush	5
					Basin wildrye	5
					Bluegrass	5
					Miscellaneous perennial grasses	5
70—Toll gravelly loamy sand, 0 to 15 percent slopes						
Toll	Sandy 8-10 P.z.	800	600	400	Needleandthread	25
					Indian ricegrass	25
					Big sagebrush	10
					Spiny hopsage	5
					Anderson peachbrush	5
					Nevada ephedra	5
					Miscellaneous shrubs	5
					Desert needlegrass	5
					Miscellaneous perennial grasses	5
					Miscellaneous perennial forbs	5

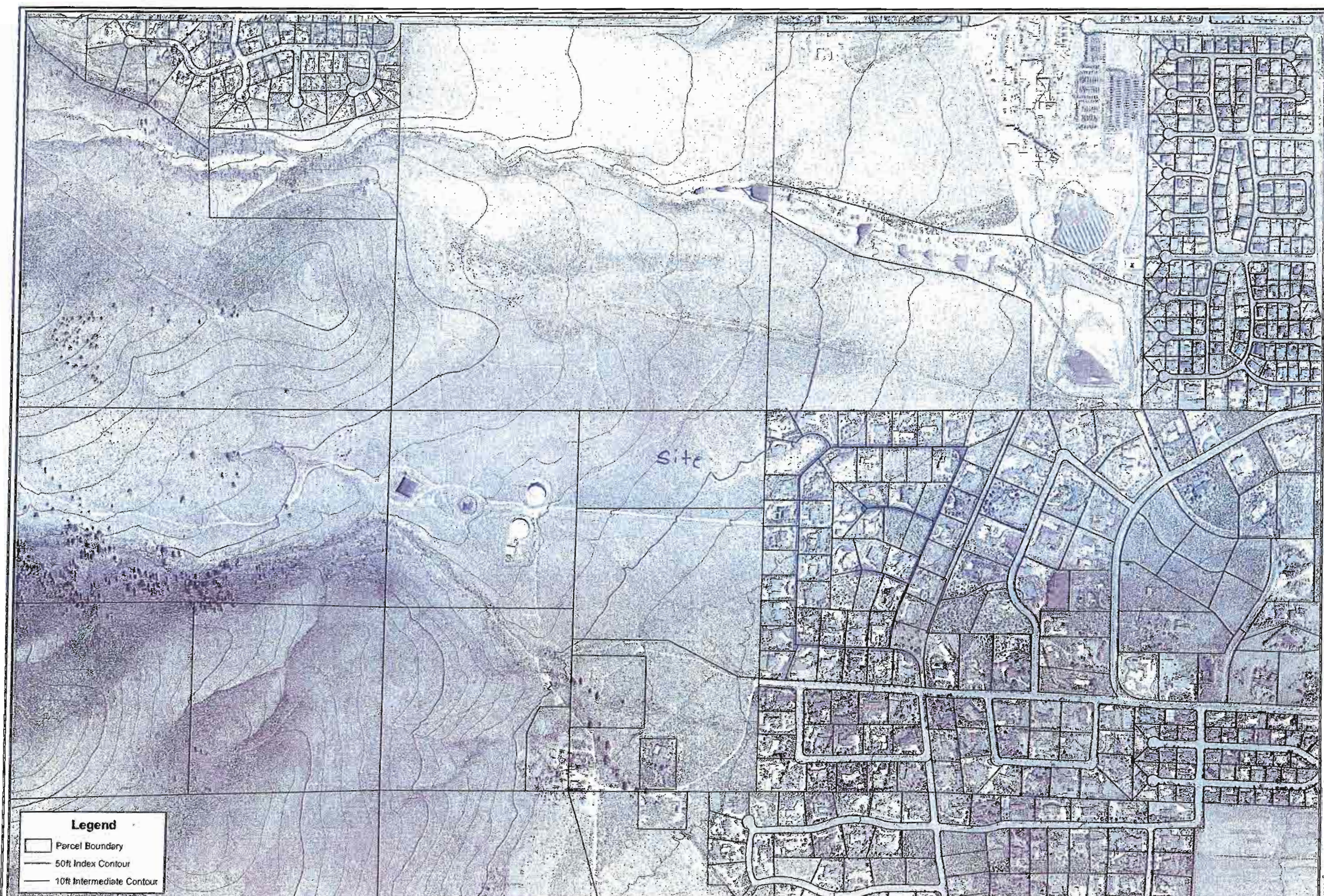


Data Source Information

Soil Survey Area: Carson City Area, Nevada

Survey Area Data: Version 4, Oct 23, 2009





N
1 inch = 600 Feet
Photos Flown:
2010

Joost Property
APN: 7-101-55

Legend

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

Cerritos City
GIS Division
3805 Buena Vista
Cerritos City, CA 90701
(714) 807-2388



THIS MAP IS A PUBLIC RECORD OF THE CITY OF CERRITOS FOR THE CITY OF CERRITOS. IT IS NOT A SUBSTITUTE FOR A SURVEY. THE CITY OF CERRITOS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

PURCHASE AND SALE AGREEMENT

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

R E C I T A L S

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

B. BUYER and SELLER have previously negotiated in good faith for the acquisition of lands by the BUYER in an organized, comprehensive manner, and have carefully coordinated acquisition to meet the City's goals, including public access to Ash Canyon, access to City water system infrastructure, mitigation or erosion, public recreation, and open space conservation.

C. The subject 20.25 acres of land have been designated by the Open Space Master Plan as a priority of acquisition following the purchase of approximately 29 acres of adjacent lands by Carson City.

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

E. The property contains primitive trails used by hikers, bicyclists, and equestrians. These trails connect to other public lands and nearby recreation facilities such as the V&T multi-purpose trail developed and maintained by Carson City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Except as otherwise approved by BUYER, title to the Property shall be conveyed to BUYER free of liens and encumbrances. SELLER shall, at its expense, furnish BUYER with a preliminary title report and, upon request, copies of all recorded exceptions to title referred to therein within ten (10) days after Opening of Escrow. Within seven (7) days of receipt of: (i) the preliminary title report and all documents referred to in it; or (ii) any supplemental or amendatory report and the documents referred to as exceptions thereto, BUYER shall give SELLER notice specifying those matters which are unacceptable conditions of title. Said preliminary title report as supplemented and/or

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

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

2) accepting the Property subject to the objectionable items.

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

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

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

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

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

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

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

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

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

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

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

g. Pursuant to NRS 342.075(1), SELLER hereby agrees that the purchase price and terms of sale offered by BUYER for the purchase of the Property are agreed to knowingly and

willingly, and SELLER waives any services or benefits available pursuant to NRS 342.015 through NRS 342.065, inclusive.

8. POSSESSION: Possession of the Property shall be given to the BUYER at Close of Escrow, but during the term of this Agreement BUYER and its agents may enter upon the Property for the purpose of performing environmental or engineering, surveying or soil testing. BUYER agrees to pay, defend, indemnify and hold SELLER harmless from all liability, claims, costs and expense, except such as might accrue from the mere discovery of hazardous or toxic material, resulting from BUYER's activities on the Property during the escrow period. Should the BUYER fail to acquire the Property, then it is agreed that SELLER shall receive copies of all studies, test results and engineering generated by BUYER.

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

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

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

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

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

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

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

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

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

15. INTERPRETATION: The Parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the

provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged and integrated into this Agreement.

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

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

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

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

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

///

“SELLER”

JOOST LAND & CATTLE COMPANY, INC.

A Nevada Corporation

By its President:

KAREN JOOST, President

DATE: _____, 2012

“BUYER”

CARSON CITY

By:

Robert L. Crowell, Mayor

Juan F. Guzman, Open Space Manager

DATE: _____, 2012

Exhibit A

**NORTHERN
NEVADA
TITLE
COMPANY**

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

PRELIMINARY REPORT

Issued for the sole use of:

Carson City

Our Order No.: 1098045-LI

Title No.: 1098045-LI

Your No.:

When Replying Please Contact:

Buyer:

Lanette Inman, Escrow Officer

Carson City

Property Address:

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

Assessor's Parcel No.:

007-101-55

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

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

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

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

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

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

Title Officer: Tamara Waller

For Exceptions Shown or Referred to, See Attached

Northern Nevada Title Company

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

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

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

A Fee

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

Joost Land and Cattle Co., Inc.

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

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

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

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

Northern Nevada Title Company

Northern Nevada Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

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

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

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

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

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

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

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

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

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

Northern Nevada Title Company

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

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

Northern Nevada Title Company

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-82)
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-82)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters.

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or

(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

(a) to timely record the instrument of transfer, or

(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

Northern Nevada Title Company

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

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

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

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

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

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

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

Northern Nevada Title Company

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

Northern Nevada Title Company

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

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART ONE

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

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

Northern Nevada Title Company

Exhibit A

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

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

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

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

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
 - in streets, alleys, or Waterways that touch your land

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

Northern Nevada Title Company

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

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

SCHEDULE B

EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE ASSURANCES

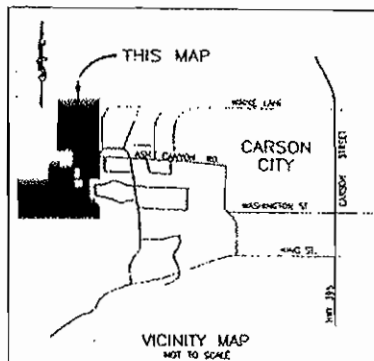
Except to the extent of the affirmative insurance set forth below, this policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees, or expenses) which arise by reason of:

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

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

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

Northern Nevada Title Company



SURVEYOR'S CERTIFICATE

1. I, DAVID S. THOMPSON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, CERTIFY THAT:
2. THIS PLAN REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF MARTHA E. JOOST
3. THE LANDS SURVEYED ARE BEING FORWARDED TO THE SOUTHWEST 1/4 OF SECTION 12 AND THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 15 NORTH, RANGE 19 EAST, MERIDIAN AND THE SURVEY WAS COMPLETED ON SECTION 16, 2004
4. THIS PLAN COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 200 OF THE NEVADA ADMINISTRATIVE CODE.
5. THE BOUNDARIES SHOWN ON THE PLAN ARE OF THE CHARACTER KNOWN, RESPECT THE POSITIONS INDICATED, AND ARE OF SUFFICIENT ACCURACY.



David S. Thompson
 SURVEYOR

P.L.S. 2004

M. E. Joost
 DATE

NOTES:

1. THIS RECORD OF SURVEY IS NOT IN CONFLICT WITH THE REQUIREMENTS OF NRS 220.040 TO 220.045, INCLUDING:

CLERK RECORDER'S CERTIFICATE:

FILED THIS 12 DAY OF October, 2004, AT 11:27 AM.
 FILED 2 RECORDS IN BOOK 2 AT THE OFFICE OF THE
 CLERK RECORDER OF CARSON CITY, NEVADA AT THE REQUEST OF *M. E. Joost*
 FILE NUMBER 2467-1
 FILE 1/1/02

David S. Thompson
 CLERK RECORDER

RECORD OF SURVEY

FOR
MARTHA E. JOOST

BEING LOCATED WITHIN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 12 AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 15 NORTH, RANGE 19 EAST, M.D.D. & M.

CARSON CITY

NEVADA

SHEET 1 OF 2 SHEETS

2467-A

That as a condition of the survey and return, a thorough belief to be correct, no liability is assumed as to the accuracy thereof

OWNER CERTIFICATE

THIS IS TO CERTIFY THAT JOSEF LAND AND CATTLE COMPANY, INC. IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAN, AND THAT THE LAND IS CAPABLE OF BEING SUBDIVIDED INTO LOTS AND ALIENED TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF NRS CHAPTER 218. ALL EASEMENTS, RIGHTS, AND INTERESTS ARE DEICATED AS PERMANENT EASEMENTS FOR THE PUBLIC PURPOSES. FURTHER, THAT THE LAND IS CAPABLE OF BEING SUBDIVIDED INTO LOTS AND ALIENED TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF NRS CHAPTER 218.

JOSEF LAND AND CATTLE COMPANY, INC.

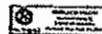
[Signature]

NOTARY CERTIFICATE

STATE OF NEVADA
COUNTY OF CLATSOP

THIS INSTRUMENT WAS FORWARDED TO ME ON THE 25th DAY OF AUGUST, 1981, BY CAROL M. JOSEF, SECRETARY OF JOSEF LAND AND CATTLE COMPANY, INC.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES 12/31/82

NOTES

1. PARCEL MAP EASEMENTS ARE 3 FEET ON EACH SIDE OF HIGHWAY (SEE LINES) AND 5 FEET ADJACENT TO RAIL LOT LINES AND 10 FEET ADJACENT TO TOWNSHIP LINES, UNLESS OTHERWISE SHOWN.
2. THESE PARCELS ARE SUBJECT TO CLATSOP CITY GROWTH MANAGEMENTS ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH THE PROVISIONS OF SAID ORDINANCE.
3. SURVEY PROPERTY IS ZONED "A-1" AND "S-1" AND IS NOT IN A DEVELOPMENT AREA.
4. MASTER PLAN DEVELOPMENT IS SUBJECT TO CLATSOP CITY GROWTH MANAGEMENTS ORDINANCE.
5. ANY FUTURE SUBDIVISION OF THE SURVEY PARCELS WILL REQUIRE A FURTHER REVISION OF THIS CERTIFICATE IN COMPLIANCE WITH ORDINANCE 1987-75.
6. THERE ARE NO SECURITY INTERESTS, MORTGAGES OR OF DATE OF RECORDATION, UNLESS OTHERWISE SHOWN ON THIS PLAN.
7. ALL "AS SHOWN" ARE SUBJECT TO CITY MAPS AND SEVERAL ORDINANCES, RULES, AND REGULATIONS FOR THE EXERCISE OF PUBLIC UTILITIES AND MAINTENANCE OF SERVICES.
8. A PUBLIC UTILITY EASEMENT IS SET OUTLINE, SUBJECT TO ALL EXISTING REGULATIONS AND ORDINANCES.

VICINITY MAP



PARCEL MAP REVIEW COMMITTEE

PARCEL MAP REVIEWED BY THE CLATSOP CITY PLANNING DIVISION, CLATSOP CITY ENGINEER, AND CLATSOP CITY ENGINEER, ON THE 23rd DAY OF AUGUST, 1981.

[Signature]
CLATSOP CITY ENGINEER

CITY ENGINEER APPROVAL

THE UNDERSIGNED CITY ENGINEER, CLATSOP CITY, HAS REVIEWED THE PARCEL MAP AND HAS DETERMINED THAT THE PARCEL MAP IS IN ACCORDANCE WITH THE PROVISIONS OF NRS CHAPTER 218, AND THAT THE PARCEL MAP IS CAPABLE OF BEING SUBDIVIDED INTO LOTS AND ALIENED TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF NRS CHAPTER 218.

[Signature]
CLATSOP CITY ENGINEER

UTILITIES CERTIFICATE

THE UTILITIES SHOWN ON THIS PLAN HAVE BEEN DEICATED AND APPROVED BY:

[Signatures]
CLATSOP CITY ENGINEER
CLATSOP CITY ENGINEER
CLATSOP CITY ENGINEER

SURVEYOR'S CERTIFICATE

1. I, THE SURVEYOR, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
2. THIS PLAN REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF JOSEF LAND AND CATTLE COMPANY, INC.
3. THE LANDS SURVEYED ARE WITHIN A PORTION OF THE 1/4 OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 18 EAST, M.D.M.
4. THIS PLAN COMPLETES THE SURVEY OF THE LANDS SURVEYED ON THE DATE OF AUGUST 25, 1981.
5. THE SURVEY COMPLETES THE SURVEY OF THE LANDS SURVEYED ON THE DATE OF AUGUST 25, 1981.
6. THE INSTRUMENTS REFERRED TO ON THIS PLAN ARE THE INSTRUMENTS DEICATED, SIGNED, AND RECORDED AND ARE OF SUFFICIENT NUMBER AND DURATION.

[Signature]

A. 1981

B. 1981

C. 1981

CLATSOP CITY ENGINEER
CLATSOP CITY ENGINEER
CLATSOP CITY ENGINEER

TREASURER CERTIFICATE

THE UNDERSIGNED TREASURER CERTIFIES THAT THIS PLAN HAS BEEN PAID FOR THE CURRENT FISCAL YEAR BY LAND OWNERS OF THIS PARCEL MAP AND IS IN FULL PAYMENT.

[Signature]
TREASURER

RECORDER CERTIFICATE

THIS PLAN FOR RECORD ON THE 25th DAY OF AUGUST, 1981, AT 10:00 AM, IN THE CLATSOP COUNTY, NEVADA, BOOK 12, PAGE 1234, IS IN FULL PAYMENT OF THE CURRENT FISCAL YEAR BY LAND OWNERS OF THIS PARCEL MAP AND IS IN FULL PAYMENT OF THE CURRENT FISCAL YEAR BY LAND OWNERS OF THIS PARCEL MAP AND IS IN FULL PAYMENT OF THE CURRENT FISCAL YEAR BY LAND OWNERS OF THIS PARCEL MAP.

[Signature]
RECORDER

PH 08-130

PARCEL MAP

FOR
JOSEF LAND AND CATTLE COMPANY, INC.
LYING WITHIN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 18 EAST, M.D.M.

CLATSOP CITY

THE STATE SURVEYING, LTD.

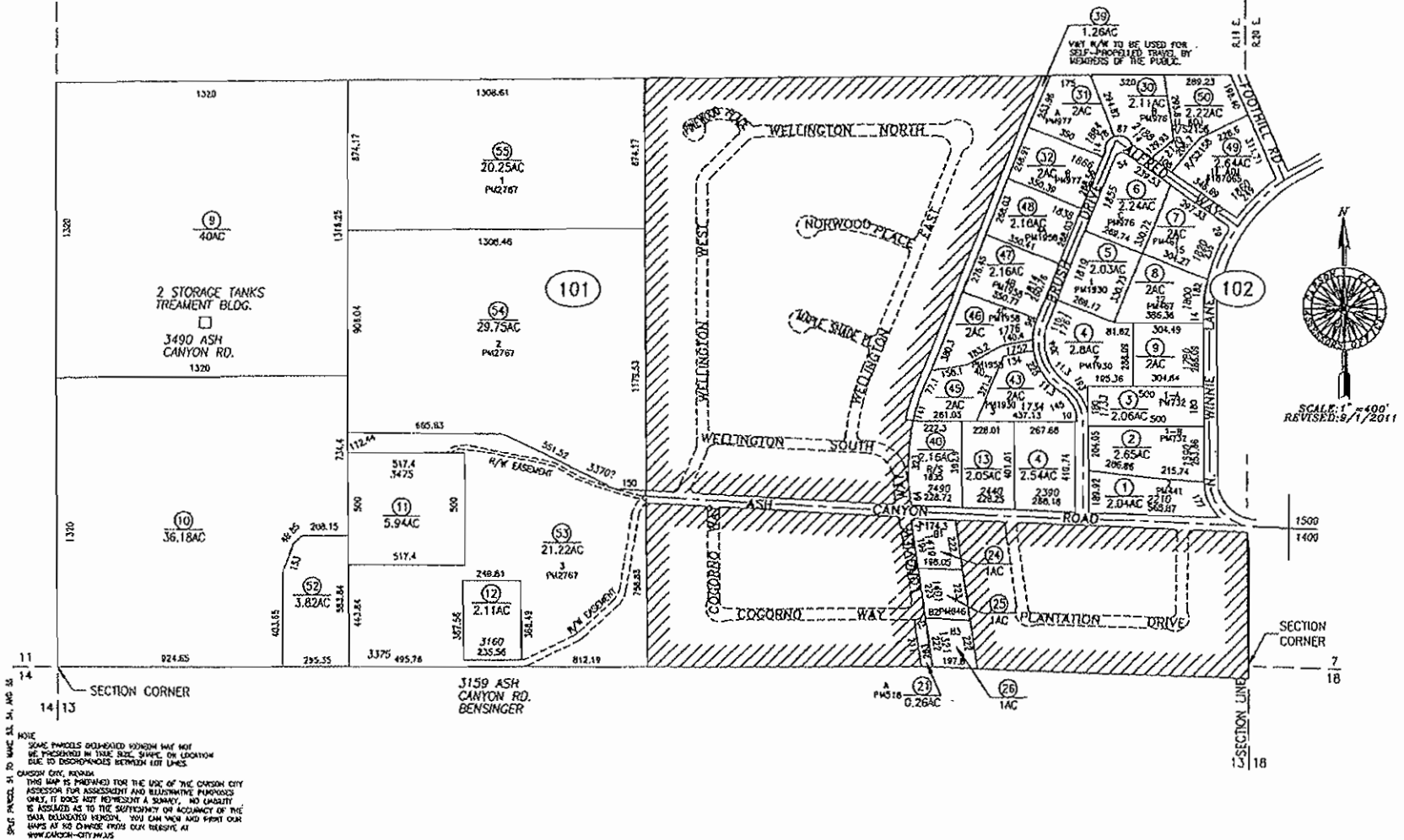


435 LONE HUNTER
CLATSOP CITY, NEVADA 89401
(702) 341-1111 FAX (702) 341-1111

SHEET 1
OF 2

2767-A

THIS PLAN IS A PART OF THE RECORD MAP 2767-A, CLATSOP CITY, NEVADA, AND IS DEICATED AS TO THE BOUNDARY THEREOF.



Juan Guzman - RE: 1098045 / FW: Joost land

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

Juan,

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

Thank you,

Tammy Waller
Title Officer

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

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

Can you email Juan Guzman the underlying documents.

Northern Nevada Title Company
Lanette Inman
Escrow Officer/Owner
307 W Winnie Lane #1
Carson City, NV 89703
775-883-7513
775-887-5065 fax
775-671-2470 cell
Linman@nntc1.com

ASSISTANT RIAN HAAG email Rianh@nntc1.com

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

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

APN VARIOUS PARCEL NUMBERS

APN _____

APN _____

RECORDED AT THE
REQUEST OF

CC *Assessor*

2011 JUL-1 AM 8:18

FILE NO. 413440

ALAN GLOVER
CARSON CITY RECORDER
FEE \$ *MC* DFP *L*

FOR RECORDER'S USE ONLY

2011/2012 HISTORICAL & AGRICULTURAL DEF. PARCELS

TITLE OF DOCUMENT

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

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

Signature

Print Name & Title

WHEN RECORDED MAIL TO:

CARSON CITY ASSESSOR

201 N CARSON ST., SUITE 6

CARSON CITY NV 89701

413440

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

Open Space	Land Use	Parcel	Tax	Property	Address	Owners	Mailing	City	Zip	Net Assessed
Classification	Code	Number	Dist.			Name	Address	State	Code	Value
HISTORICAL	412	003-222-04	1.5	204	W SPEAR ST	BENGOCHEA LLC	2270 CHIPMUNK DR	CARSON CITY, NV	89704-0000	\$ 55,572.00
HISTORICAL	200	003-128-02	1.5	402	S DIVISION ST	BENSON FAMILY TRUST 9/11/02	402 S DIVISION ST	CARSON CITY, NV	89703-0000	\$ 25,384.00
HISTORICAL	320	003-274-02	1.5	608	ELIZABETH ST	BRENNEMAN REVOCABLE TR 7/26/06	608 ELIZABETH ST	CARSON CITY, NV	89703-0000	\$ 126,329.00
HISTORICAL	200	003-275-03	1.5	604	W ROBINSON ST	BROOKS, FRANCES 1983 TRUST	916 WMUSSEY ST	CARSON CITY, NV	89703-0000	\$ 30,323.00
HISTORICAL	200	003-232-01	1.5	506	W SPEAR ST	CHANDLER, KAREN L	506 W SPEAR ST	CARSON CITY, NV	89703-0000	\$ 31,259.00
HISTORICAL	200	003-191-01	1.0	312	MOUNTAIN ST	COVINGTON FAMILY 2005 TRUST	312 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 37,033.00
HISTORICAL	410	003-192-22	1.5	302	N MINNESOTA ST	COWEE, JOHN C	302 N MINNESOTA	CARSON CITY, NV	89703-0000	\$ 53,194.00
HISTORICAL	200	003-215-03	1.5	214	W KING ST	DE FELICE, ANGELO P & MARY B	214 W KING ST	CARSON CITY, NV	89703-0000	\$ 34,197.00
HISTORICAL	410	003-192-09	1.5	204	N MINNESOTA ST	EDWARDS HOUSE LLC	204 N MINNESOTA ST	CARSON CITY, NV	89703-0000	\$ 107,947.00
HISTORICAL	200	003-191-02	1.0	310	MOUNTAIN ST	FARROW FAMILY TRUST 3/31/89	5200 C HWY 50 E	CARSON CITY, NV	89701-0000	\$ 53,417.00
HISTORICAL	120	003-191-03	1.0	0	MOUNTAIN ST	FARROW FAMILY TRUST 3/31/89	5200 C HWY 50 E	CARSON CITY, NV	89701-0000	\$ 18,130.00
HISTORICAL	200	003-232-04	1.5	502	W SPEAR ST	GLANZMANN FAMILY TRUST	1401 CAMILLE DR	CARSON CITY, NV	89706-0000	\$ 27,100.00
HISTORICAL	200	003-226-02	1.5	412	N NEVADA ST	HARBORVIEW 2006-4 TRUST FUND	400 COUNTRYWIDE WY, SV-36	SIM VALLEY, CA	93065-0000	\$ 43,229.00
HISTORICAL	DEFERRED	TAX LIEN				LIEN EXPIRES 6/30/2017				
HISTORICAL	432	003-236-01	1.5	408	W ROBINSON ST	HARRINGTON, JOYCE LYNN REV TR	408 W ROBINSON ST	CARSON CITY, NV	89703-0000	\$ 48,577.00
HISTORICAL	200	003-129-01	1.5	311	W FOURTH ST	HEARD, CARL E	1001 CRAIN ST	CARSON CITY, NV	89703-0000	\$ 21,572.00
HISTORICAL	200	003-244-02	1.5	700	W TELEGRAPH ST	HERSEY, PHILIP O	700 W TELEGRAPH ST	CARSON CITY, NV	89703-0000	\$ 35,567.00
HISTORICAL	200	003-133-30	1.5	308	THOMPSON ST	JAUQUETTE, M P REV TR 1/31/05	308 THOMPSON ST	CARSON CITY, NV	89703-0000	\$ 53,618.00
HISTORICAL	430	003-113-09	1.5	310	S CARSON ST	LOPICCOLO INVESTMENTS LLC	307 W WINNIE LN STE 1	CARSON CITY, NV	89703-0000	\$ 109,993.00
HISTORICAL	200	003-241-04	1.0	500	MOUNTAIN ST	MC FADDEN, ROBERT C JR	500 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 71,712.00
HISTORICAL	200	003-133-31	1.5	302	THOMPSON ST	MC FADDEN, ROBERT C JR	500 N MOUNTAIN ST	CARSON CITY, NV	89701-0000	\$ 29,155.00
HISTORICAL	200	003-241-06	1.0	406	MOUNTAIN ST	MC LAUGHLIN, JACK & ALLISON	406 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 80,719.00
HISTORICAL	410	001-155-02	1.0	1614	N CURRY ST	NEVADA MEMORIAL ESTATE PLANS	P O BOX 2462	RENO, NV	89505-0000	\$ 25,266.00
HISTORICAL	410	003-226-03	1.5	406	N NEVADA ST	NEVADA TRIAL LAWYERS ASSOC	406 N NEVADA ST	CARSON CITY, NV	89703-0000	\$ 57,003.00
HISTORICAL	120	003-191-08	1.0	206	MOUNTAIN ST	NICHOLSON FAMILY 2003 TRUST	206 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 14,245.00
HISTORICAL	200	003-191-07	1.0	806	W MUSSEY ST	NICHOLSON FAMILY 2003 TRUST	206 MOUNTAIN ST	CARSON CITY, NV	89703-0000	\$ 27,501.00
HISTORICAL	410	001-192-01	1.5	313	W ANN ST	PANTER, S & M FAM TRUST 4/28/09	2380 MERRILL RD	CARSON CITY, NV	89703-0000	\$ 26,682.00
HISTORICAL	200	003-241-01	1.0	512	MOUNTAIN ST	PRATER, NOWLAND R TRUST	P O BOX 2184	CARSON CITY, NV	89702-0000	\$ 70,267.00
HISTORICAL	410	003-225-06	1.5	405	N NEVADA ST	PRUETT FAMILY TRUST 6/10/04	68 QUAIL HOLLOW DR	SAN JOSE, CA	95128-0000	\$ 39,626.00
HISTORICAL	400	003-225-03	1.5	402	N CURRY ST	PRUETT FAMILY TRUST 6/10/04	68 QUAIL HOLLOW DR	SAN JOSE, CA	95128-0000	\$ 27,960.00

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

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

Open Space	Land Use	Parcel	Tax	Property	Address	Owners	Mailing	City	Zip	Net Assessed
Classification	Code	Number	Dist.			Name	Address	State	Code	Value
HISTORICAL	200	003-272-02	1.5	709	W WASHINGTON ST	S C & G V PROPERTIES LLC	P O BOX 2003	CARSON CITY, NV	89702-0000	\$ 19,865.00
HISTORICAL	200	003-106-08	1.0	709	S MINNESOTA ST	SELBY, DARREN J	709 S MINNESOTA STREET	CARSON CITY, NV	89703-0000	\$ 28,921.00
HISTORICAL	410	003-237-03	1.5	512	N DIVISION ST	SIERRA ACUPUNCTURE & HEALING	512 N DIVISION ST	CARSON CITY, NV	89703-0000	\$ 69,760.00
HISTORICAL	410	003-237-04	1.5	502	N DIVISION ST	SMITH, JULIAN C JR & JOANNA	502 N DIVISION ST	CARSON CITY, NV	89703-0000	\$ 54,228.00
HISTORICAL	200	001-172-02	1.5	1206	N NEVADA ST	SMITH, PETER J & PATRICIA A C	1206 N NEVADA ST	CARSON CITY, NV	89703-0000	\$ 33,521.00
HISTORICAL	200	003-232-06	1.5	503	W ROBINSON ST	STAEHLI, JANE C	503 W ROBINSON ST	CARSON CITY, NV	89703-0000	\$ 37,583.00
HISTORICAL	200	003-192-08	1.5	210	N MINNESOTA ST	TEEGARDEN, JAMES W REV TRUST	3800 WINTERSET DR	ANCHORAGE AK	99508-5042	\$ 31,260.00
HISTORICAL	200	003-242-04	1.5	707	W ROBINSON ST	THAYER, DONALD G & CATHERINE B	1611 PINOAK LN	CARSON CITY, NV	89703-0000	\$ 58,011.00
HISTORICAL	310	003-275-01	1.5	612	W ROBINSON ST	TWEDT FAMILY TRUST 2/2/99	612 W ROBINSON ST	CARSON CITY, NV	89703-0000	\$ 59,221.00
HISTORICAL	405	003-225-10	1.5	412	N CURRY ST	VERIVE, JENNIFER & CAIN, GARY	412 N CURRY ST	CARSON CITY, NV	89703-4125	\$ 51,443.00
HISTORICAL	320	003-227-03	1.5	308	N NEVADA ST	WILLIAMS, GEORGE W & ET AL	11160 LONESTAR RD	AUBURN, CA	95602-0000	\$ 35,701.00
HISTORICAL	410	003-126-03	1.5	510	W FOURTH ST	510 PARTNERSHIP	P O BOX 1000	CARSON CITY, NV	89702-0000	\$ 67,371.00
							TOTAL ASSESSED VALUE:			\$ 1,929,462.00

413440

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

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

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

Land Use	Parcel	Status	Assessed Owners	Mailing	City	Zip	Total	Ag.
Code	Number			Address	State	Code	Acres	Acres
								(highlighted)
								(if different)
600	001-131-01	AG LANDS	ANDERSEN FAMILY ASSOCIATES	P O BOX 1746	CARSON CITY, NV	89702-0000	7.83	7.83
600	007-573-04	AG LANDS	ANDERSEN FAMILY ASSOCIATES	P O BOX 1746	CARSON CITY, NV	89702-0000	23.93	23.93
600	007-573-05	AG LANDS	ANDERSEN FAMILY ASSOCIATES	P O BOX 1746	CARSON CITY, NV	89702-0000	16.00	16.00
602	009-012-02	AG LANDS	ANDERSEN FAMILY ASSOCIATES	P O BOX 1746	CARSON CITY, NV	89702-0000	80.66	79.66
602	010-032-23	AG LANDS	BELL, MICHAEL & BUCHANAN, LINDA	P O BOX 3317	CARSON CITY, NV	89702-0000	67.43	68.43
600	010-051-46	AG LANDS	D & S L III, LLC	1840 E FIFTH ST	CARSON CITY, NV	89701-0000	4.78	4.78
600	010-051-47	AG LANDS	D & S L III, LLC	1840 E FIFTH ST	CARSON CITY, NV	89701-0000	4.19	4.19
602	010-041-35	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	5.43	5.30
600	010-041-36	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	6.93	6.93
600	010-041-38	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	17.31	17.31
600	010-041-52	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	13.29	13.29
600	010-041-57	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	161.80	161.80
600	010-041-62	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	71.84	71.84
600	010-053-03	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	3.72	3.72
600	010-053-08	AG LANDS	D & S L V LLC & L/C HOLDINGS LLC	3261 CONTE DR	CARSON CITY, NV	89701-0000	0.89	0.89
605	007-051-82	AG LANDS	FAGEN, WILLIAM MICHAEL 2005 TR	15925 CASWELL LN	RENO, NV	89511-9077	121.00	121.00
600	007-051-83	AG LANDS	FAGEN, WILLIAM MICHAEL 2005 TR	15925 CASWELL LN	RENO, NV	89511-9077	40.00	40.00
600	007-051-84	AG LANDS	FAGEN, WILLIAM MICHAEL 2005 TR	15925 CASWELL LN	RENO, NV	89511-9077	40.00	40.00
600	007-061-22	AG LANDS	HAMILTON, WESLEY F	3300 KINGS CANYON RD	CARSON CITY, NV	89703-0000	27.42	27.42
602	007-081-30	AG LANDS	HAMILTON, WESLEY F	3300 KINGS CANYON RD	CARSON CITY, NV	89703-0000	13.70	12.70
600	007-082-01	AG LANDS	HAMILTON, WESLEY F	3300 KINGS CANYON RD	CARSON CITY, NV	89703-0000	18.95	18.95
600	010-021-46	AG LANDS	JARRARD, J P CHILDREN'S TRUST	3860 GS RICHARDS BLVD	CARSON CITY, NV	89703-0000	1.00	1.00
600	010-021-58	AG LANDS	JARRARD, J P CHILDREN'S TRUST	3860 GS RICHARDS BLVD	CARSON CITY, NV	89703-0000	25.70	25.70
600	007-061-13	AG LANDS	JOOST LAND & CATTLE CO, INC	P O BOX 25	CARSON CITY, NV	89702-0000	70.35	70.35
602	007-101-51	AG LANDS	JOOST LAND & CATTLE CO, INC	P O BOX 25	CARSON CITY, NV	89702-0000	76.71	75.71
600	007-572-01	AG LANDS	JOOST LAND & CATTLE CO, INC	P O BOX 25	CARSON CITY, NV	89702-0000	5.46	5.46
600	007-573-03	AG LANDS	JOOST LAND & CATTLE CO, INC	P O BOX 25	CARSON CITY, NV	89702-0000	10.90	10.90
602	010-041-34	AG LANDS	LOMPA RES TR I & LOMPA RES TR II	1840 E FIFTH ST	CARSON CITY, NV	89701-0000	2.50	2.37
600	010-041-16	AG LANDS	MTK PROPERTIES LLC	161 PLANTATION DR	CARSON CITY, NV	89703-0000	4.00	4.00
600	007-051-09	AG LANDS	SCHULZ INVESTMENTS	207 N IRIS ST	CARSON CITY, NV	89703-0000	80.78	80.78
600	007-051-19	AG LANDS	SCHULZ INVESTMENTS	207 N IRIS ST	CARSON CITY, NV	89703-0000	38.95	38.95

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

413440

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

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

Land Use	Parcel	Status	Assessed Owners	Mailing	City	Zip	Total	Ag.
Code	Number			Address	State	Code	Acres	Acres
600	007-051-25	AG LANDS	SCHULZ INVESTMENTS	207 N IRIS ST	CARSON CITY, NV	89703-0000	42.73	42.73
600	007-051-70	AG LANDS	SCHULZ INVESTMENTS	207 N IRIS ST	CARSON CITY, NV	89703-0000	275.09	275.09
600	007-051-71	AG LANDS	SCHULZ INVESTMENTS	207 N IRIS ST	CARSON CITY, NV	89703-0000	17.25	17.25
600	007-051-72	AG LANDS	SCHULZ INVESTMENTS	207 N IRIS ST	CARSON CITY, NV	89703-0000	32.68	32.68
605	007-051-12	AG LANDS	THE OLD WOODS RANCH LLC	6 MILLER WY	CARSON CITY, NV	89703-0000	80.00	80.00
600	007-051-79	AG LANDS	THE OLD WOODS RANCH LLC	6 MILLER WY	CARSON CITY, NV	89703-0000	50.17	50.17
					Total Acres:		1561.37	1567.11
					Difference (Residences on Ag Land)			4.26

413440

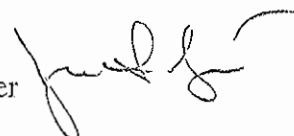
Pursuant to NRS 361.A. The approved ag. real property parcels are being valued for their agricultural use *.
Deferred taxes will become due on each parcel if converted to a higher use.
Parcels may be subject to tax liens for undermined amounts.

OPEN SPACE ADVISORY COMMITTEE
STAFF REPORT

MEETING DATE: April 16, 2012

AGENDA ITEM NUMBER: 3B

STAFF: Juan F. Guzman, Open Space Manager



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

GENERAL DISCUSSION:

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

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

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

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

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

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

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

Parcel Evaluation

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

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

Table B - Prioritizing Factors

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

Ease of Acquisition

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

Urgency - Citizen Support

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

Economic Considerations

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

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

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

RECOMMENDED ACTION:

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

APPENDIX

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

Table A. Physical Characteristics

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

Physical Feature	Defining Authorities	Characteristics (check if present or applicable)	Value	
Wildlife habitats/corridors	US Fish & Wildlife Service, Nev. Div. Of Wildlife, or documented scientific observation	<input type="checkbox"/> Contains habitat or corridor for threatened or endangered (T&E) species <input type="checkbox"/> Contains high value habitat for non-T&E species <input checked="" type="checkbox"/> Contains migration corridor <input checked="" type="checkbox"/> Observed presence of wildlife or fish	Very High High Medium Medium Moderate	Deer
Natural communities	US Army Corps of Eng. Or competent specialist, such as the Nevada Natural Heritage Program	<input type="checkbox"/> Has healthy, sustainable riparian area <input type="checkbox"/> Presence of mature canopy trees, shrubs <input checked="" type="checkbox"/> Majority of parcel with healthy native grasses <input type="checkbox"/> Contains jurisdictional (ACOE) wetlands	High Medium Moderate Low	Waterfall - Fire in 2004
Landform/scenic quality	Committee, staff, consultants	<input type="checkbox"/> Open water (lakes, ponds, river, stream) <input checked="" type="checkbox"/> Contains ridge or promontory w/ long views <input type="checkbox"/> Contains a valley that provides enclosure/privacy	High High Medium	- Long ridge
Visibility	Committee, staff, consultants	<input type="checkbox"/> Visible from major roads <input checked="" type="checkbox"/> Visible only from local roads <input checked="" type="checkbox"/> Visible primarily from adjacent residences	High Medium Low	Upper portion visible
Size	Committee	<input type="checkbox"/> Larger than 40 acres <input checked="" type="checkbox"/> 20 to 40 acres <input type="checkbox"/> 10 to 20 acres	High Medium Low	
Accessibility	Committee, staff, consultants	<input checked="" type="checkbox"/> Significant portions can be opened to public <input type="checkbox"/> Limited portions opened to public use	High Medium	- Important for record
Historic/cultural	State Historic Preservation Office,	<input type="checkbox"/> Known or high potential archaeological resource <input type="checkbox"/> Historic designation (national, state or local) <input type="checkbox"/> Significant local cultural feature (physical landmark, working farm, unique structure, etc.)	High Medium Moderate	None known
Water protection	CC Public Works	<input type="checkbox"/> Within 5 year well protection zone <input checked="" type="checkbox"/> Within 10 year well protection zone <input checked="" type="checkbox"/> Contains high-infiltration soils within watershed protection area	High High Medium	
Flood hazard	Federal Emergency Management Agency	<input type="checkbox"/> Is within FEMA-designated 100 year floodplain <input type="checkbox"/> Is within area of known flooding	Low Medium	- 2nd
Prime farmland	U.S. Department of Agriculture	<input type="checkbox"/> Is land of statewide agricultural importance (irrigated farmland)	High	- No

Table B. Prioritizing Factors

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

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

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

Part of a purchase w P.W for other lands within the parcel

JOHNSON~PERKINS & ASSOCIATES, INC.

REAL ESTATE APPRAISERS & CONSULTANTS

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Benjamin Q. Johnson, MAI

Karen K. Sanders
Gregory D. Ruzzine
Chad Gerken

March 15, 2012

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

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

Dear Mr. Guzman:

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

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

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

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

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

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

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

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

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

SUMMARY OF SALIENT FACTS

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

Completion Date of Report March 15, 2012

Effective Date of Valuation March 13, 2012

FINAL PROPERTY VALUE CONCLUSION

\$405,000

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

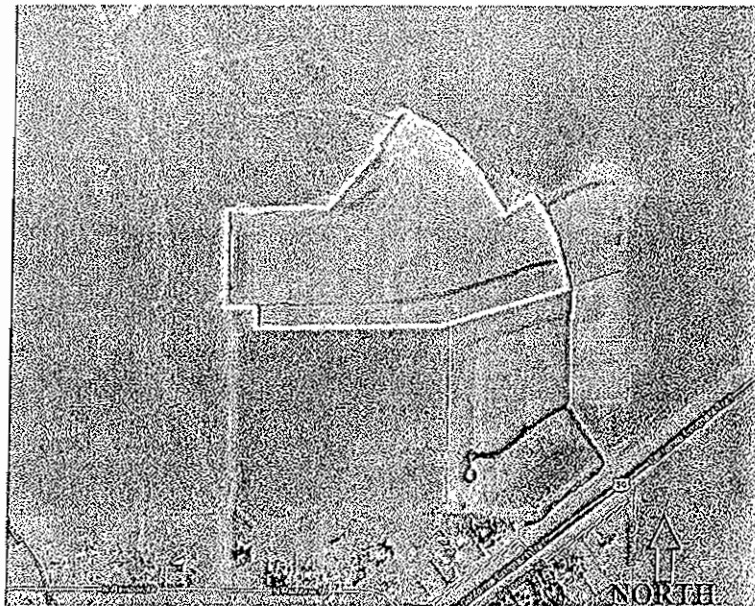
In our original appraisal, we utilized a Sales Comparison Approach to Value to establish the Market Value of a 49.5± acre hypothetical parcel which was part of the larger Joost Land & Cattle Company, Inc ownership. The subject of this supplemental letter is a 20.25± acre parcel which is a portion of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

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

UPDATED COMPARABLE LAND SALES CHART

Sale Number	Assessor's Parcel Number Project Name Location	Sale Date Sale Price	Zoning Approvals/Lots Water Rights	Topography Flood Zone	Gross Land Area	Price Per Acre
ULS-1	016-021-38 Copper Canyon Estates Phase 2 W/S Bryce Street at W. Terminus of Moab Lane, Dayton, NV	9/16/2011 \$500,000	E1/MDR Expired Map (98 Lots) None	Level X	39.59± Ac	\$12,629
ULL-2	009-311-65,67,68, 010-671-06 thru 15 Schulz Ranch Between Center Drive & Schulz Drive at the East Terminus of Topsy Lane, Carson City, NV	Listing 03/13/2012 \$1,125,000	SR-SPA 403 Projected 8 Final Mapped Lots 395± Tentative Mapped Lots Letter of Intent	Level/Moderate X, Shaded X	90.887± Ac	Asking \$12,378
Subject	007-101-55 185± feet West of Wellington West Street, 1,180± feet North of Ash Canyon Road, Carson City	Date of Valuation 3/13/2012	SF1A (1 Unit/Ac) None	Moderately Sloping City and Mountain Views	20.25± Ac	---

COMPARABLE LAND AERIAL MAP
UPDATE SALE ULS-1



COMPARABLE LAND AERIAL MAP
UPDATE LISTING ULL-3



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

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

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

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

Summary and Conclusion

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

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

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

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

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

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

\$405,000

APPRAISER'S CERTIFICATION

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

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

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

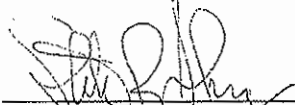
utilized in conjunction with the original summary appraisal report of the subject property, which was prepared by this appraisal firm on February 22, 2011, with an effective date of February 15, 2011.

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


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

\$405,000

Respectfully submitted,



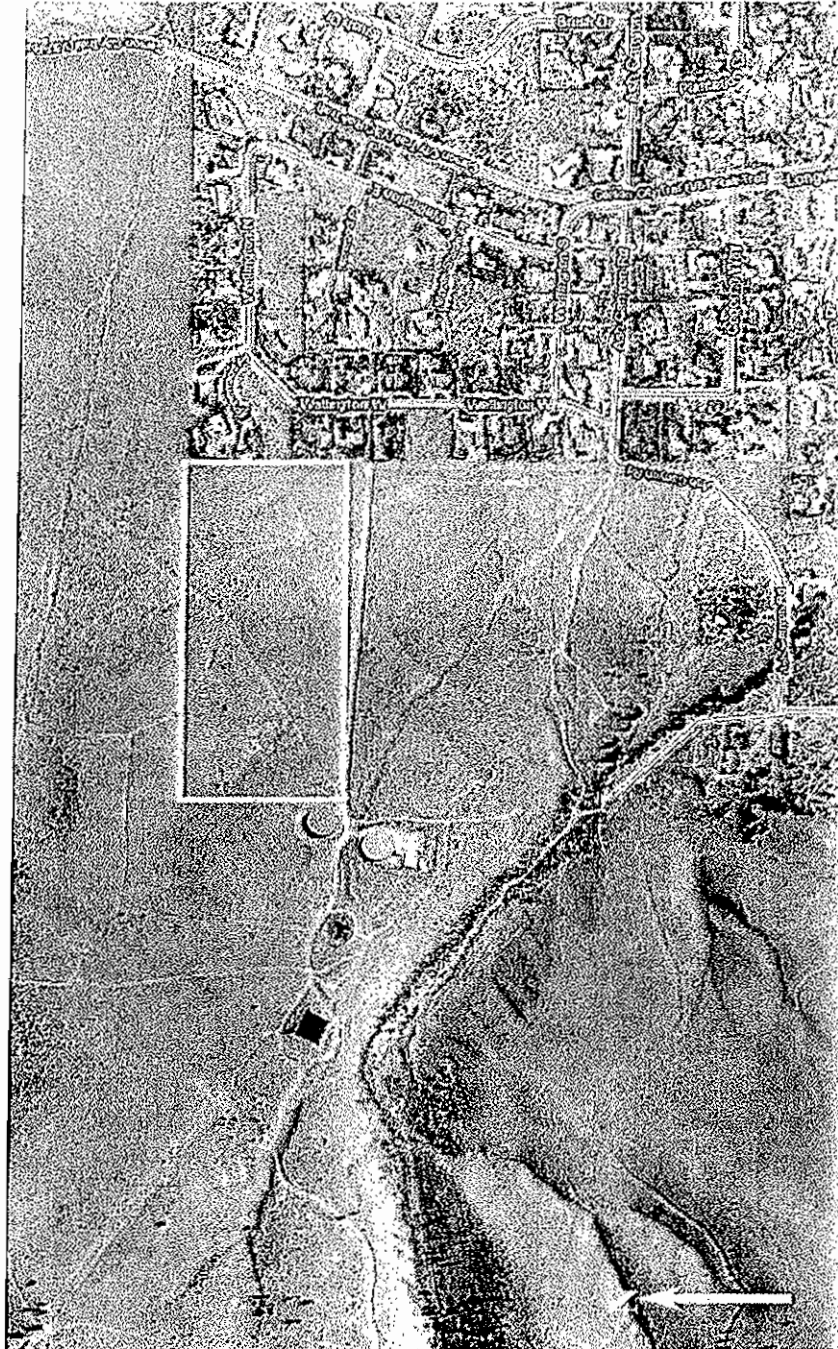
Stephen R. Johnson, MAI, SREA
Nevada Certified General Appraiser
License Number A.0000003-CG



Cindy Lynn Fogel, MAI
Nevada Certified General Appraiser
License Number A.0002312-CG

ADDENDA

SUBJECT AERIAL MAP



Subject Outlined in Yellow

SUBJECT PHOTOGRAPHS

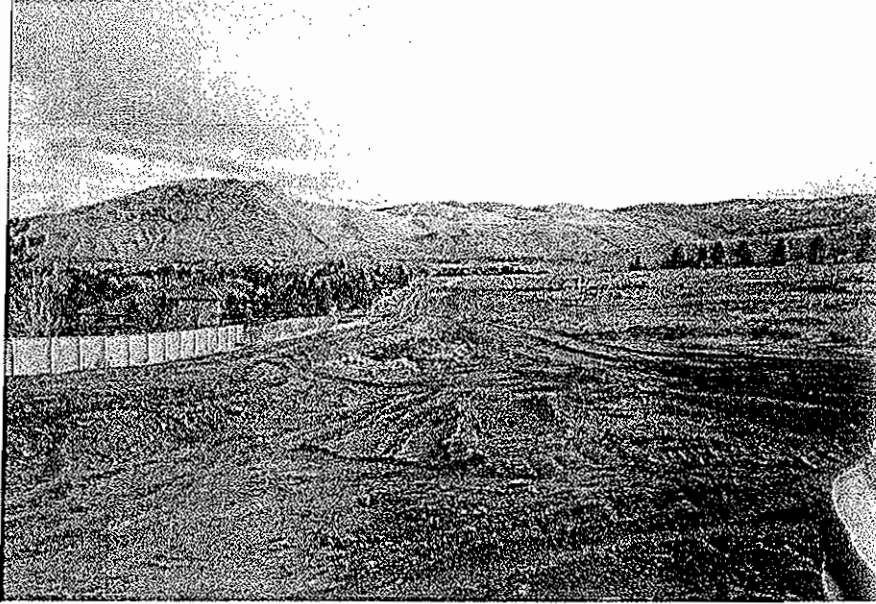


VIEW LOOKING NORTHWESTERLY TOWARD THE SUBJECT FROM THE
EAST-WEST ACCESS ROAD

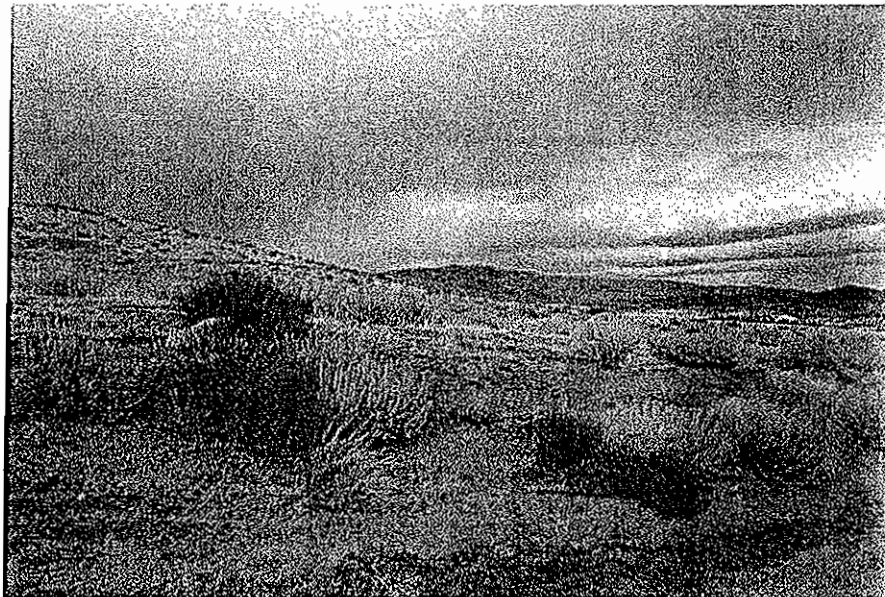


VIEW LOOKING WESTERLY ALONG THE EAST-WEST ACCESS ROAD FROM
THE WELLINGTON CRESCENT SUBDIVISION

SUBJECT PHOTOGRAPHS

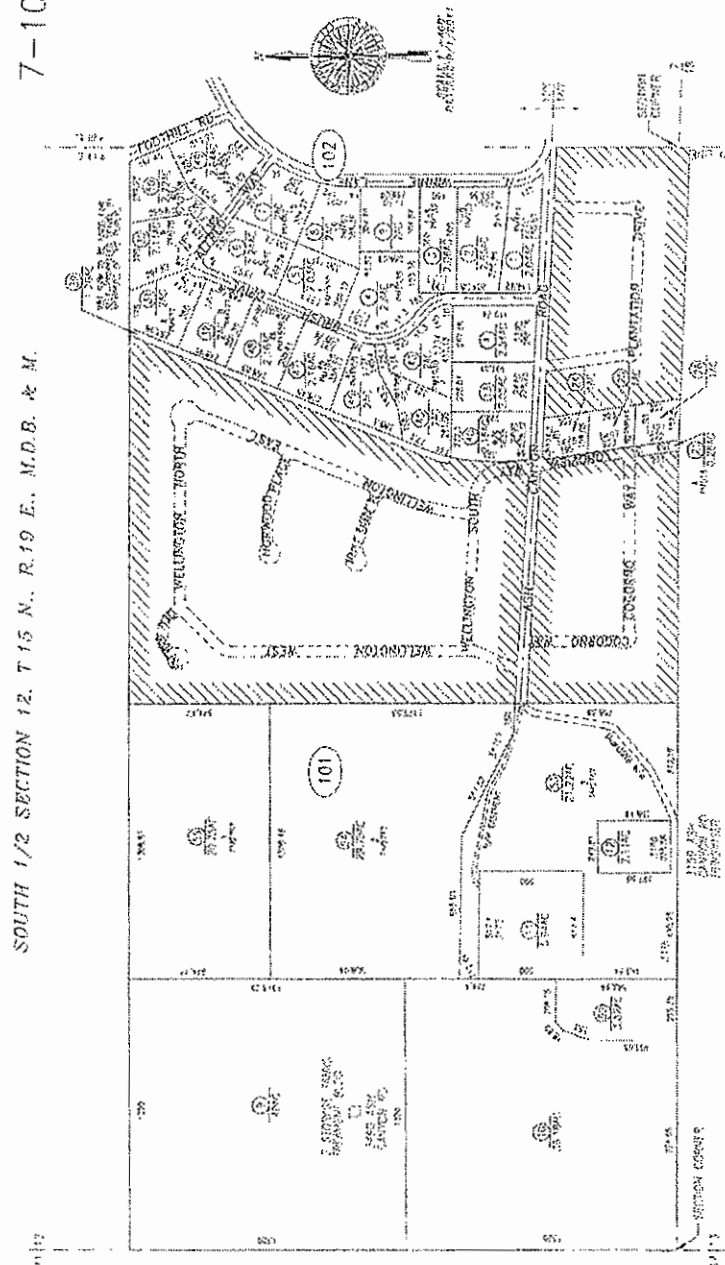


VIEW LOOKING SOUTHERLY ALONG THE NEW NORTH-SOUTH ACCESS
EASEMENT FROM THE SOUTHEAST CORNER OF THE SUBJECT SITE



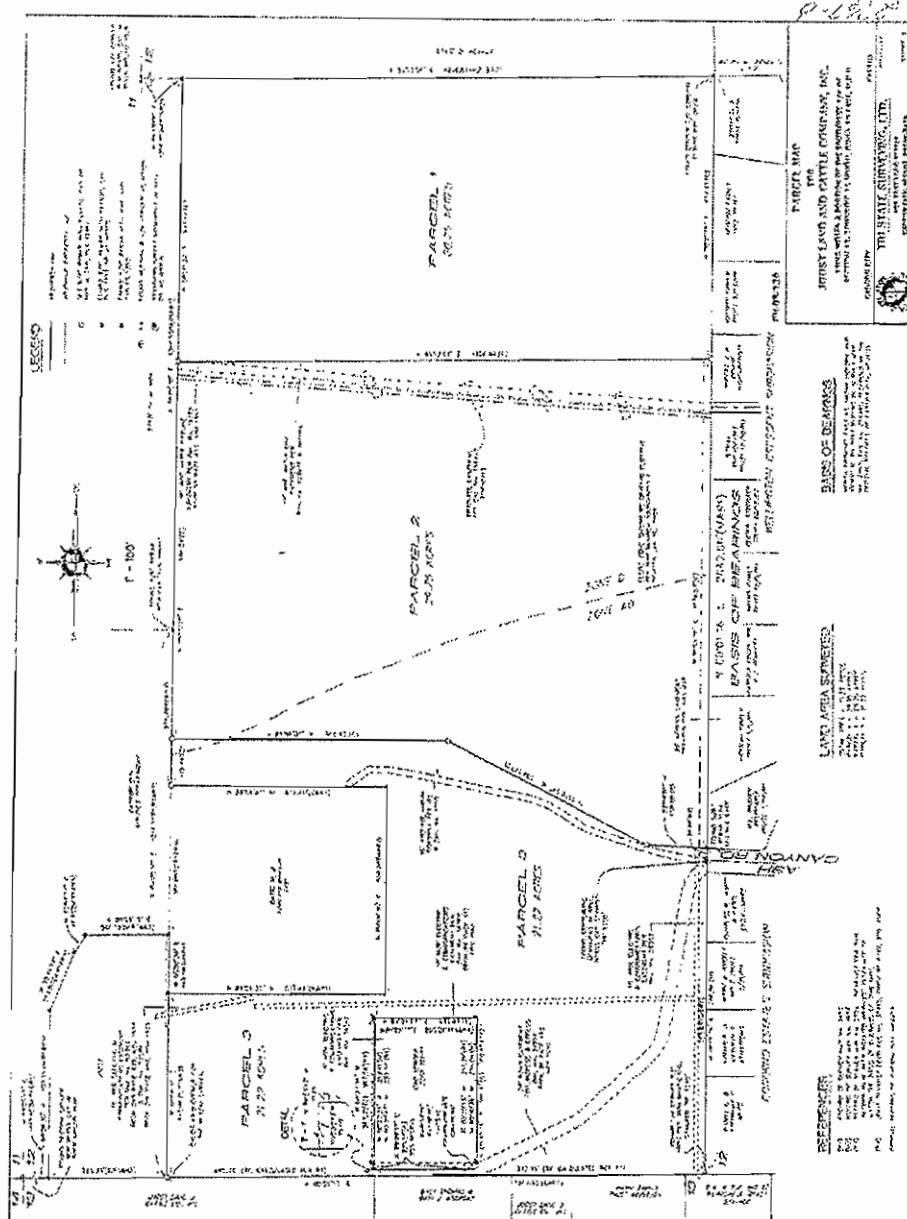
VIEW LOOKING NORTHEASTERLY TOWARD THE SUBJECT FROM
THE ACCESS ROAD

7-10



Subject Property Filled In Yellow
Assessor's Parcel Number: 007-101-55
Total Land Area: 20.25± Acres

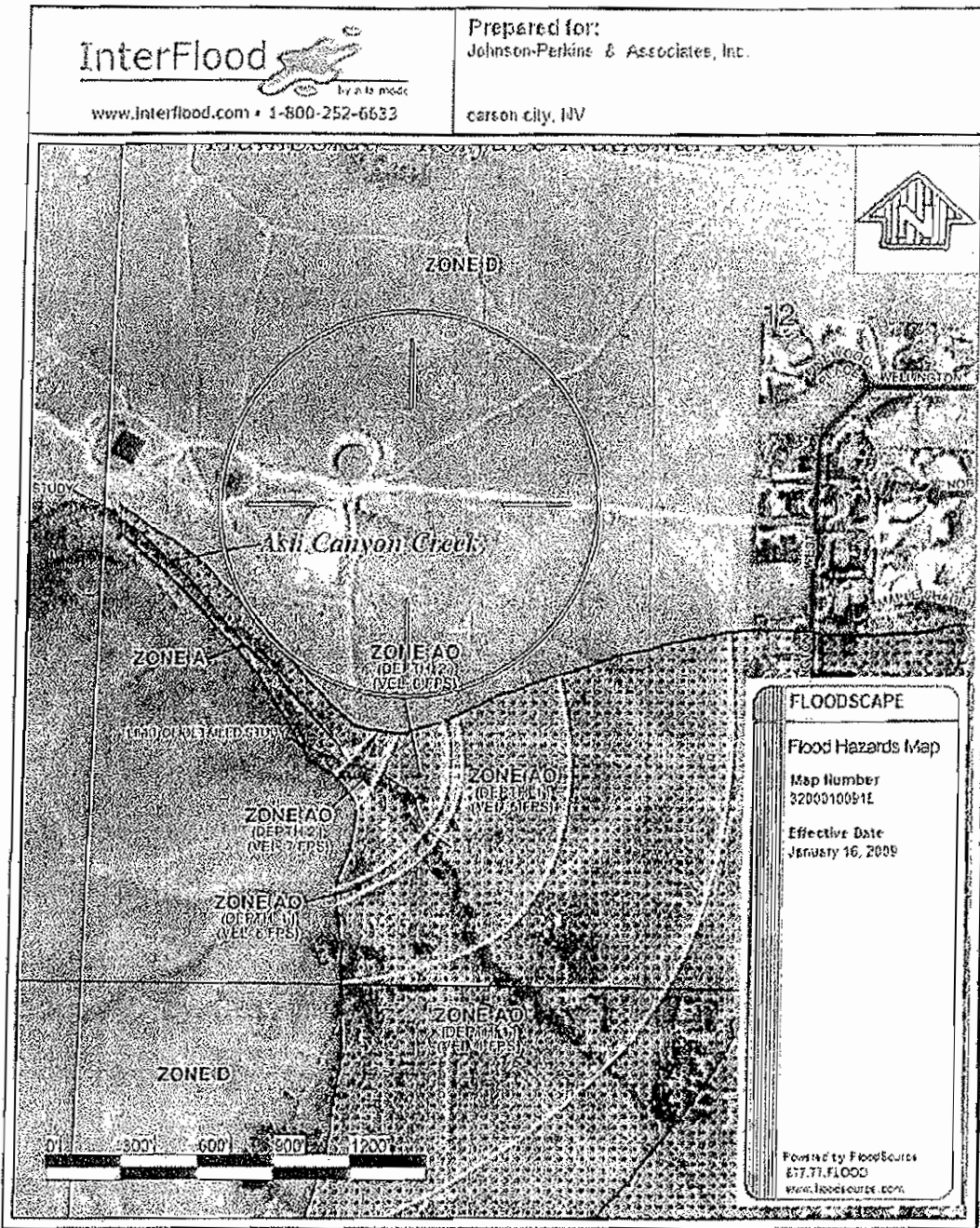
SUBJECT PARCEL MAP



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

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SUBJECT FLOOD ZONE MAP



© 1999-2010 SourceFibre and/or FloodSource Corporation. All rights reserved. Patents 6,611,326 and 6,612,612. Other patents pending. For info: info@floodsource.com.

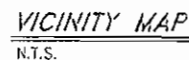
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CARSON CITY, NEVADA

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

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

1. ALL WORK IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPCC) AND THE "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION" (SDPCC) AS ADOPTED BY CARSON CITY. THE CONTRACTOR SHALL OBTAIN A PERMIT FOR PUBLIC WORKS CONSTRUCTION FROM THE CARSON CITY PERMIT CENTER PRIOR TO THE START OF CONSTRUCTION.
2. ALL WORK IN BOTH RIGHT-OF-WAY SHALL CONFORM TO THE STATE OF NEVADA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2001 EDITION AND THE STATE OF NEVADA DEPARTMENT OF TRANSPORTATION STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, 2007 EDITION.
3. ALL TRAFFIC CONTROL AND BARRICADE WITHIN THE CARSON CITY RIGHT-OF-WAY SHALL CONFORM TO SECTION 100.3, 332.04 AND 332.05 OF THE STANDARD SPECIFICATIONS, PART 5 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, AND THE I-15 CENTER, TEMPORARY TRAFFIC CONTROL, GUIDELINES, LATEST EDITION. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED AND APPROVED BY THE CARSON CITY ENGINEERING DIVISION PRIOR TO ANY STREET CLOSURES.
4. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (CALL BEFORE YOU DIG) (811) OR (1-800-222-2669) AT LEAST TWO (2) WORKING DAYS PRIOR TO START OF CONSTRUCTION AND COMPLY WITH THE REQUIREMENTS OF NRS AND NAC 455 THROUGHOUT THE COURSE OF THE WORK. SEWER SERVICE LATERALS ARE NOT OWNED OR MARKED BY CARSON CITY.
5. THE CONTRACTOR SHALL CALL THE CARSON CITY ENGINEERING DIVISION (867-2000) TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL ONE (1) WORKING DAY PRIOR TO REQUIRED INSPECTIONS AND TESTING. THE REQUIRED INSPECTIONS AND TESTING ARE LISTED ON THE INSPECTION RECORD ISSUED WITH EACH PERMIT. THE CONTRACTOR MUST PRIOR TO PERMIT NUMBER AND THE DESCRIPTION LISTED ON THE INSPECTION RECORD TO SCHEDULE REQUIRED INSPECTIONS AND TESTING FOR CITY CONTRACTED PROJECTS. THE CONTRACTOR SHALL SCHEDULE INSPECTIONS PER THE CONTRACT DOCUMENTS.
6. FINAL INSPECTIONS WILL BE PERFORMED BY CARSON CITY ENGINEERING DIVISION ACCORDING TO THE CARSON CITY INSPECTIONS AND TESTING PROCEDURES. NOTE: THESE PROCEDURES REQUIRE SUBMITTAL OF RECORD DRAWING PRINTS BY THE CONTRACTOR AND TO WORKING DAYS TO PREPARE A FINAL PUNCH LIST. ALL CONDITIONS OF THE FINAL INSPECTION MUST BE PRIOR TO FINAL ACCEPTANCE OR ANY APPROVAL OF A CERTIFICATE OF OCCUPANCY BY THE CARSON CITY ENGINEERING DIVISION.
7. MODIFICATIONS TO THE APPROVED PLANS REQUIRES REVIEW AND APPROVAL BY THE CARSON CITY ENGINEERING DIVISION. WORK PERFORMED WITHOUT WRITTEN APPROVAL BY CARSON CITY ENGINEERING WILL REQUIRE REMOVAL AT THE CONTRACTORS EXPENSE.
8. THE APPROVED PLAN, PERMIT AND INSPECTION RECORD MUST BE ON THE JOB SITE AT ALL TIMES.
9. PLAN APPROVAL FOR SEWER AND WATER CONSTRUCTION SHALL EXPIRE ONE YEAR FROM DATE OF APPROVAL UNLESS CONSTRUCTION HAS BEEN INITIATED. (CVC 12.04.180F, 12.01.140G)
10. THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR ACQUIRING A STORMWATER DISCHARGE PERMIT FROM THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION (NDEP) INCLUDING DEVELOPING, SUBMITTING AND IMPLEMENTING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR SHALL DEVELOP, PLACE AND MAINTAIN STORM WATER PROTECTION DEVICES IN COMPLIANCE WITH THE NEVADA CONTRACTORS FIELD GUIDE FOR CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (JUNE 2006).
11. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THESE LOCATIONS AT THE PROPOSED POINTS OF CONNECTIONS AND IN AREAS OF POSSIBLE CONFLICT WITH NEW UTILITY INSTALLATION, PRIOR TO BEGINNING CONSTRUCTION. POTHOLES IS REQUIRED. SHOULD THE CONTRACTOR FIND ANY DISCREPANCY BETWEEN THE CONDITIONS EXISTING ON THE FIELD AND THE INFORMATION SHOWN ON THESE DRAWINGS, HE SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
12. THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER SHORING OF TRENCHES IN ACCORDANCE WITH OSHA 1926 SUBPART S. THE SERVICES OF AN ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTORS SAFETY IN, ON, OR NEAR THE CONSTRUCTION SITE.
13. SHOULD IT APPEAR THAT THE WORK IS TO BE DONE, ON ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.



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

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

Call before you Dig
Avoid cutting underground
utility lines. It's costly.

Call
811
OR
1-800-227-2600

APPLICATION NO. _____
NDOT APPLICATION NO. _____

SHEET
1
OF
12

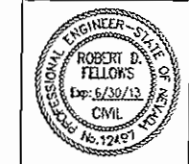
ASH CANYON ACCESS ROAD

TITLE SHEET

PERMIT No.

**CARSON CITY
PUBLIC WORKS DEPARTMENT**

3505 BUTTE WAY CARSON CITY, NEVADA 89701
PH: 887-2355 FAX: 887-2112

[illegible]

WASH CANYON ACCESS ROAD

SHEET
1
OF
12

DESIGNED BY: RF
DRAWN BY: BD
CHECKED BY: RF
DWG NO.: ASHJOOST-15
SCALE (HORIZ): XX
SCALE (VERT): XX
PLOT DATE: 2/03/12

