



## STAFF REPORT

<b>Report To:</b>	Board of Supervisors	<b>Meeting Date:</b>	May 21, 2020
<b>Staff Contact:</b>	Darren Schulz, Public Works Director		
<b>Agenda Title:</b>	For Possible Action: Discussion and possible action on the proposed approval of, and authorization for the Mayor to sign, a Grant of Temporary Construction Easement across APNs 010-031-04 and 010-031-06 from Carson City (Grantor) to Paiute Pipeline Company (Grantee) for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances. (Darren Schulz, DSchulz@Carson.org; Dan Stucky, DStucky@Carson.org; and Jennifer Budge, JBudge@carson.org)		
<p>Staff Summary: The 2020 Paiute Pipeline Expansion Project will include the installation or replacement of pipeline facilities across land owned by Carson City adjacent to Fairview Drive. City staff has been coordinating with Paiute Pipeline Company regarding the design and easements required for this project. Paiute Pipeline Company is requesting a temporary construction easement for construction outside of the road right-of-way on property owned by Carson City. The grant of easement includes Grantee's offer of compensation in the amount of \$800 for the temporary construction easement. The easements are needed for construction and maintenance associated with the project.</p>			

**Agenda Action:** Formal Action / Motion      **Time Requested:** 5 minutes

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### Proposed Motion

I move to approve and authorize the Mayor to sign the Grant of Temporary Construction Easement.

### Board's Strategic Goal

Sustainable Infrastructure

### Previous Action

N/A

### Background/Issues & Analysis

As part of the 2020 Paiute Pipeline Expansion Project, Paiute Pipeline Company will be installing or replacing pipeline facilities across City-owned property adjacent to Fairview Drive. As a result of some of these improvements being outside of the road right-of-way, Paiute Pipeline Company is requesting a temporary construction easement totaling approximately 111,472 square feet across APNs 010-031-04 and 010-031-06 located west of Fairview Drive for the installation and maintenance of the natural gas pipeline.

Pursuant to NRS 244.279, the City may sell or lease right-of-way to a public utility.

City staff has been coordinating with Paiute Pipeline regarding the design and easements required for the project. The attached Grant of Easement document includes conditions that Staff believes will help to mitigate the project impacts. In order to establish fair market value of the easement, City staff used an appraisal completed in 2018 for similar City-owned parcels at the corner of Fairview Drive and 5th Street. This appraisal

was conducted as part of the 2018 Paiute Pipeline Expansion Project for the purposes of establishing fair market value for a temporary construction easement over City-owned land. The previous valuation per acre was adjusted for current real estate market conditions. Based on this analysis and the mutual agreement of the parties, the compensation for the temporary easement is \$800.00 for a one-year period.

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

NRS 244.279

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Wastewater Utility Fund- Refunds and Reimbursements/5108080-466050

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** The City will receive \$800 for the temporary easement. Staff is requesting that since the subject property is maintained using funds primarily from the Wastewater Utility Fund- Facility Repair & Maintenance, then the revenue received from this easement should go into this fund.

**Alternatives**

Do not approve the easement and provide alternative direction.

**Attachments:**

[GRANT OF TEMPORARY CONSTRUCTION EASEMENT FINAL.pdf](#)

**Board Action Taken:**

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

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

Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

APNs: 010-031-06 & 010-031-04

AFTER RECORDING RETURN TO:  
**CARSON CITY PUBLIC WORKS**

Attn: Real Property Mgr.  
3505 Butti Way  
Carson City, NV 89701

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (N.R.S. 239B.030)

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made and entered into by and between CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada ("GRANTOR"), and PAIUTE PIPELINE COMPANY, a Nevada Corporation ("GRANTEE"), hereinafter individually referred to as "Party" or collectively as "Parties."

**WITNESSETH:**

WHEREAS, GRANTOR owns Assessor's Parcel Numbers 010-031-06 and 010-031-04; and

WHEREAS, GRANTEE has made application to construct a pipeline replacement project entitled "Carson Lateral Replacement", hereinafter referred to as "Project", and wishes to obtain from the GRANTOR a Temporary Construction Easement to assist with the installation of a natural gas pipeline or pipelines and appurtenances for said Project; and

WHEREAS, NRS 244.279 gives the GRANTOR the authority to sell or lease right-of-way to a public utility over or upon any land owned by the GRANTOR; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE, a Temporary Construction Easement ("TCE") for vehicular and pedestrian ingress and egress to and from the property described in the attached Exhibit A ("Property"), which is expressly incorporated herein, and for GRANTEE to do all things reasonably necessary to construct and install the Project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles.

IN FURTHER CONSIDERATION for the granting of the TCE, GRANTEE, its successors and assigns and/or its agents(s) and contractor(s), understands and agrees to the following specific conditions:

## **1. PURPOSE:**

- a. The TCE is non-exclusive to GRANTEE.
- b. GRANTOR may use the Property for any reasonable purpose that does not interfere with GRANTEE's access, construction, equipment, materials, and other facilities.
- c. GRANTEE shall use the Property solely for the purpose described in this TCE, and for no other purpose. In no event may any use of the Property by GRANTEE and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof violate any applicable law, rule or regulation relating to the Property or materially impact GRANTOR'S normal business operations.
- d. Prior to commencing construction activity contemplated by this TCE on the Property, GRANTEE shall provide GRANTOR with at least 48 hours prior notice before entering the Property.
- e. During the term of the TCE, GRANTEE agrees to provide the GRANTOR, its employees, contractors, customers, and the public with continual and uninterrupted access to the GRANTOR's facilities. The term "facilities" includes GRANTOR'S transit buildings and yard, public works buildings and yard, wastewater treatment plant, and other of GRANTOR'S buildings and yards, but specifically excludes the bicycle and pedestrian path or other GRANTOR installations within the Property or the Utility Easement area. Further, GRANTEE agrees that GRANTOR's operations at its facilities shall not be interrupted, disrupted or otherwise impeded as a result of GRANTEE's activities. In the event GRANTOR, its employees, customers, or the public are not provided with continual and uninterrupted access to GRANTOR's facilities, or in the event GRANTOR's operations at its facilities are interrupted, disrupted or otherwise impeded, GRANTOR shall notify the GRANTEE in writing of the precise nature of the interrupted, disrupted, or impeded access or operations; email notice to the GRANTEE is specifically allowed. GRANTEE shall commence remediation efforts within six (6) hours of its receipt of GRANTOR's written notice, or within such other time as GRANTEE and GRANTOR'S Director of Public Works or his or her designee, both acting reasonably, may agree upon. In the event the GRANTEE fails to restore GRANTOR'S access and operations, the GRANTOR has the option of terminating this TCE by providing written notice to the GRANTEE that the TCE is terminated, in which event GRANTEE shall restore the TCE Area to its previous condition at no cost to the GRANTOR.
- f. During the term of this TCE, GRANTEE shall be responsible for maintenance and repair of the Property, which includes but is not limited to snow and ice removal, landscaping, grading, paving and removal of all trash and debris caused by GRANTEE's exercise of its rights under this TCE. In addition, GRANTEE shall be responsible for GRANTEE's equipment and facilities, and any and all costs related thereto. In the event the GRANTEE fails in its responsibility to maintain and repair the TCE Area as set forth above, upon reasonable notice and

opportunity to cure, GRANTOR shall have the right to perform such maintenance and/or repair and shall further have the right to recover its costs of such maintenance and/or repair from the GRANTEE.

g. Upon completion of the Project, the GRANTEE, at its sole cost and expense, shall restore the Property to substantially the same condition it was in prior to GRANTEE's entry and use, as outlined in the Restoration and Revegetation Plan mutually agreed-upon by GRANTOR's Development Engineering Division and GRANTEE; and shall include, in addition to those items in the Restoration & Revegetation Plan: the replacement or restoration of landscape; replacement of asphalt removed or destroyed; and replacement of fences or other structures removed or damaged by GRANTEE in the course of construction of the Project or use of the Property under this TCE. GRANTEE shall not leave any rubbish or debris on or about the Property.

**2. PERMITS:** GRANTEE or its contractors must obtain all necessary local, state and federal permits, licenses and approvals necessary for the performance of any work and must perform the work in full compliance with all applicable local, state and federal statutes, rules, regulations, orders, codes, directives, and ordinances, and any binding judicial or administrative interpretations thereof or requirements thereunder.

**3. TERM:**

- a. The term of this TCE shall begin upon the date of the final signature necessary for the execution of this document, and shall continue until the Project has been completed, or until December 31, 2021, whichever first occurs.
- b. GRANTEE may extend the TCE for one (1) additional six (6) month period (or until June 30, 2022) by giving written notice to GRANTOR on or before December 31, 2021.
- c. Acceptable revegetation of the Property, however, may take several years after completion of the Project. The obligations of Section 1(g) of this TCE on GRANTEE shall continue to bind GRANTEE for three (3) years after the Project completion, or until December 31, 2024, or until the restoration and revegetation have been satisfactorily completed and approved by the GRANTOR, whichever is earlier.
- d. The associated compensation shall be due and payable to the GRANTOR until such time as GRANTEE's obligations under Section 1(g) of this TCE have been terminated.
- e. Either party may terminate this TCE upon 90 days' written notice to the other party. In the event the TCE is terminated by GRANTOR prior to completion of the Project, GRANTEE shall vacate the Easement and will not be required to comply with Section 1(f) & 1(g) of this TCE. In the event the TCE is terminated by GRANTEE prior to completion of the Project, GRANTEE's obligations under Section 1(g) of this TCE shall continue as stated in Section 3(c) of this TCE.

- f. Upon the expiration or termination of the TCE, GRANTEE's rights and benefits of this TCE shall automatically cease and be of no further force or effect, except as necessary to complete GRANTEE's obligations under Sections 1(g) and 3(c) of this TCE, if any.

**4. COMPENSATION:** In consideration of the TCE, GRANTEE and its successors and assigns hereby agree to pay an annual use fee in the amount of \$800. Said fees are to be paid in advance commencing on the execution date of this TCE and on or before June 30 every year thereafter for the entire duration of the Easement. This is payable to the CARSON CITY, and is to be mailed to:

ACCOUNTING TECHNICIAN  
3505 Butti Way  
Carson City, NV 89701  
Phone: (775) 887-2355  
Fax: (775) 887-2112

**5. INDEMNIFICATION:**

- a. GRANTEE agrees for and on behalf of itself and all persons who are authorized by GRANTEE to be present on the TCE granted to the GRANTEE, that the GRANTOR shall not be responsible for damages, loss to property, injuries or death that may arise from or be incident to the GRANTEE's activities associated with the use or occupation of the Property; but excluding such damages, losses, injuries, or death arising from or attributable to the negligence or willful misconduct of GRANTOR or persons for whom GRANTOR is responsible.
- b. To the extent consistent with applicable law, GRANTEE shall indemnify and hold harmless GRANTOR, including GRANTOR's Board of Supervisors of Carson City, Nevada, and employees thereof, from any and all suits, claims, damages, and judgments ensuing from injury or death to persons and property due to GRANTEE's, or GRANTEE's officers', officials', employees', contractors', subcontractors', representatives' or agents' entry upon and use of the PROPERTY; all to the extent and in proportion that GRANTEE, or GRANTEE's officers, officials, employees, contractors, subcontractors, representatives or agents are determined to be at fault by a court of competent jurisdiction, or by settlement. If the City decides to participate in any matter in which GRANTEE has agreed to defend the GRANTOR, the cost of such participation shall be solely that of GRANTOR and not subject to this provision of this Easement. Nothing in this provision shall require GRANTEE to indemnify or defend GRANTOR from any suits, claims, damages, loss, cost, expense or judgments arising from the negligence or willful misconduct of GRANTOR, or that of GRANTOR's officers, officials, employees, contractors, subcontractors, representatives or agents; or third parties not under GRANTEE's direction and control.
- c. All property belonging to the GRANTEE and any use of the TCE shall be at the risk of the GRANTEE; GRANTOR shall not be liable for damages to any such property or for theft or misappropriation thereof.

**6. INSURANCE, CONTRACTORS AND SUB-CONTRACTORS:** GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issues by an insurance company authorized to do business in the State of Nevada and which is currently rated by A.M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the life of this TCE. Such insurance policy shall be at minimum, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for general liability and shall via an endorsement, name Carson City, its officers, employees and agents as additional insured for all liability arising from the use of the Property. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the GRANTOR the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon City property and be sent to:

CARSON CITY RISK MANAGER  
201 North Carson Street #3  
Carson City, NV 89701  
FAX: (775) 887-2107

Notwithstanding anything to the contrary set forth herein, Grantee shall have the right to self-insure as to the coverages set forth above; provided, however, that Grantee provides a self-insured letter which confirms the self-insured retention for each of the required coverages.

**7. EXISTING EASEMENTS:** This TCE is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights-of-way for roads, pipelines, railroads, and public utilities, whether or not matters of public record.

**8. DISCHARGE OF RUNOFF AND HAZARDOUS MATERIALS:** GRANTEE is not permitted to discharge stormwater runoff within the Property or GRANTOR's parcel generally, unless discharged to a designated stormwater channel. GRANTEE is not permitted to discharge silt, hazardous materials or other environmental contaminants within the Property or GRANTOR's Parcel generally. GRANTEE shall comply with all environmental laws when performing any activity within the Property or GRANTOR's Parcel generally. In the event that any hazardous materials or other environmental contaminates are discharged by the GRANTEE, its employees, agents, contractors or invitees, the GRANTEE, shall be solely responsible for the cost of any remediation or clean up required by applicable law or regulations and shall indemnify and hold the GRANTOR, its successors, and assigns harmless against any and all claims, demands, damages, costs, expenses, and legal fees incurred by GRANTOR in connection with or related to any such discharge, remediation or clean up.

**9. DAMAGE TO GRANTOR PROPERTY:** GRANTEE shall be responsible for all damages to the real property, improvements, and personal property of GRANTOR directly or proximately caused by GRANTEE during any construction, relocation, installation, use, operation, inspection, future maintenance, repairs, reconstruction, or removal of GRANTEE's facilities that are the subject of this TCE. GRANTEE further agrees to return the land to reasonably the same condition upon completion of such work, including revegetation, as stated in Sections 1(g) and 3(c) of this TCE.

**10. BICYCLE AND PEDESTRIAN PATH:** Carson City's bicycle and pedestrian paths are not built to withstand construction traffic. Any portions of the path which are driven across or used to transport materials will require full width reconstruction. GRANTEE, its successors and assigns, shall restore Carson City's bicycle and pedestrian paths disturbed by GRANTEE to reasonably the same as pre-construction conditions and any repairs must replace the full width of the path. Sections of the path not being used during construction shall be fenced off for protection. Carson City's Construction Manager, using reasonable judgement, will determine the extent of path repair or replacement that is required following the installation of the pipeline. Portions of the path fenced off or not used for construction activities will be exempted from repair or replacement.

**11. REVEGETATION:** GRANTEE shall meet applicable revegetation requirements, which meet the requirements as outlined in a Restoration and Revegetation Plan mutually agreed-upon by GRANTOR's Development Engineering Division and GRANTEE. The plan will contain the GRANTOR's prescribed seed mixes and the criteria for successful revegetation.

**12. DRAINAGES:** GRANTEE shall maintain a minimum of five feet (5') of cover at all drainage crossings and install riprap for erosion control where GRANTEE's construction work disturbs any existing drainages, as appropriate.

**13. WARRANTIES:** GRANTOR does not warrant that the TCE Area is suitable for the purposes set forth herein and GRANTEE hereby waives any express or implied warranty on the part of GRANTOR. GRANTOR has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact GRANTEE's use and enjoyment of this TCE.

**14. NOTICES:** All written notices or demand of any kind which either Party hereto may be required or may desire to serve on the other in connection with this Easement must be delivered by personal service, by registered or certified mail, recognized overnight courier service, facsimile transmission or confirmed electronic mail, addressed to the respective Parties at the physical addresses, facsimile numbers or electronic mail addresses set forth below:

GRANTOR: CARSON CITY MANAGER  
CARSON CITY  
201 N. CARSON STREET  
CARSON CITY, NV 89701  
FAX: (775) 887-2286

GRANTEE: PAIUTE PIPELINE COMPANY  
P.O. BOX 1190  
CARSON CITY, NEVADA 89702-1190

Service of any such notice or demand so made by personal delivery, registered or certified mail, recognized overnight courier or facsimile transmission shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or, as to facsimile transmissions, by transmission confirmation, as applicable, or at the expiration of the third (3rd) business day after the dispatch, whichever is earlier in time. Either Party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or facsimile number to which all such notices or demands are thereafter to be addressed.

**15. COMPLIANCE WITH CONDITIONS:** Failure to concur with or comply with any of the conditions contained herein will cause this TCE to become invalid and will require vacating the TCE. All right, title and interest in the TCE shall revert to GRANTOR. GRANTEE agrees to provide a copy of this TCE to its contractors prior to entering and beginning any work on the property described herein.

**16. WAIVER:** The failure of GRANTOR or GRANTEE to insist upon strict performance of any of the covenants and agreements to this TCE or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

**17. SURVIVAL:** This TCE, and all of the terms hereof, shall inure to the benefit of, and be binding upon, their heirs, assigns and successors of the parties hereto, and the rights and obligations of GRANTEE are, and shall continue to be, joint and several.

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

**19. AMENDMENT OR MODIFICATION:** This Easement may be amended or modified at any time with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

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

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

**22. VENUE:** Any lawsuit brought to resolve a dispute arising from this Easement must be brought either in the location of the Project or in Carson City, Nevada.

**23. ASSIGNMENT OF EASEMENT:** Except to a successor of GRANTEE approved by the Federal Energy Regulatory Commission, this Easement may not be assigned or transferred without prior written approval of GRANTOR. Such approval will not be unreasonably withheld.

**24. RECORDING:** This Easement will be recorded in the official records of Carson City, Nevada. GRANTOR shall be responsible for all recording fees.

(The remainder of this page is blank; the signature blocks continue on the next page.)

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Temporary Construction Easement as of the day and year of the last signature affixed hereto.

GRANTOR:

**CARSON CITY, NEVADA,  
a Consolidated Municipality**

GRANTEE:

**PAIUTE PIPELINE COMPANY,  
a Nevada Corporation**

REVIEWED AND RECOMMENDED BY:

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

APPROVED FOR LEGALITY AND FORM:

\_\_\_\_\_  
Deputy District Attorney

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Aubrey Rowlatt, Clerk-Recorder

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

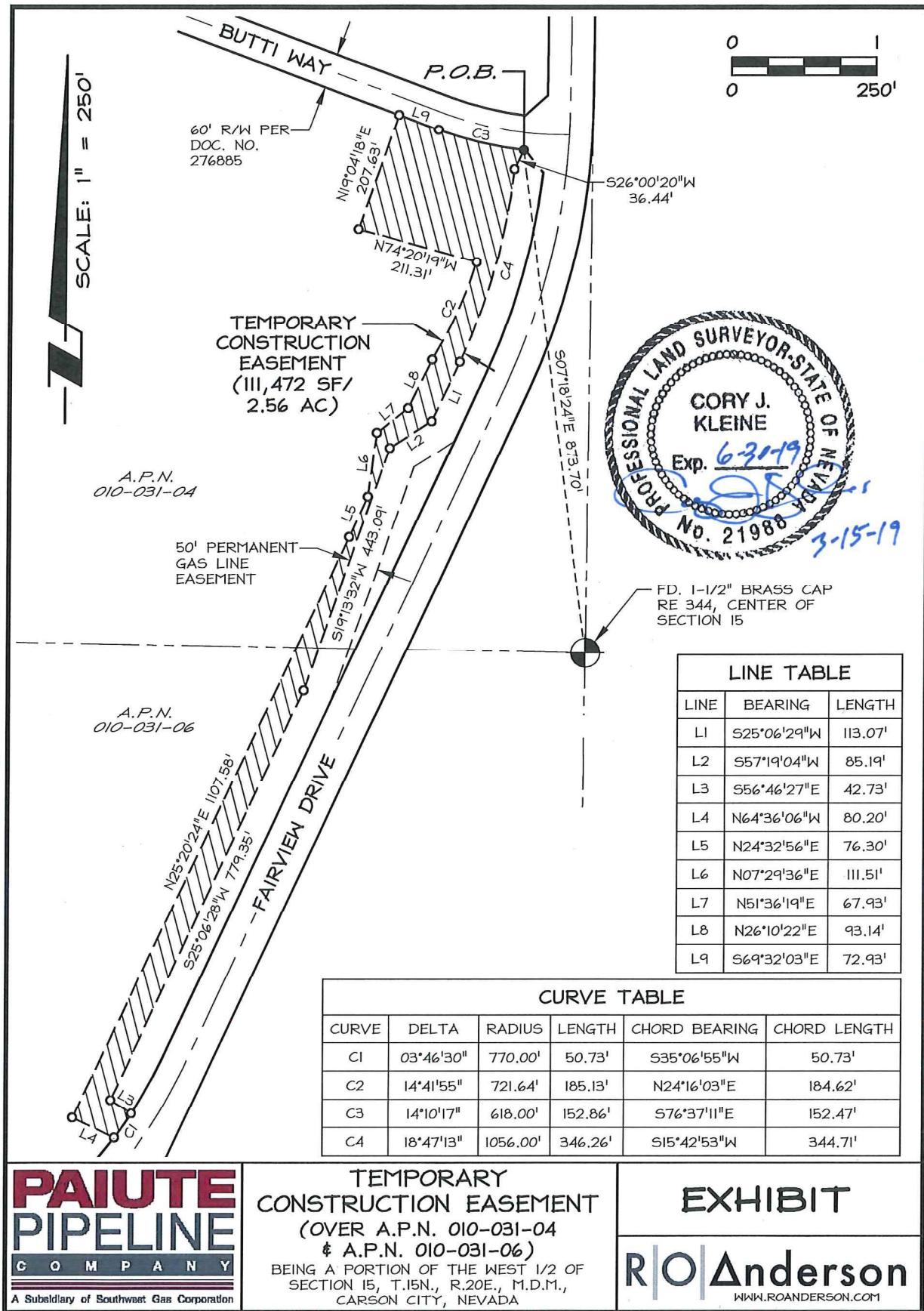
Its:

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

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

This instrument was acknowledged before  
me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
by \_\_\_\_\_.

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



**DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
(OVER A.P.N. 010-031-04 & 010-031-06)**

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

A strip of land for temporary construction purposes located within a portion of the west one-half (W1/2) of Section 15, Township 15 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at a point from which the center of said Section 15 bears South 07°18'24" East, 873.70 feet, said point also falling on the southerly right-of-way line of Butti Way per Dedication of Land for Right-Of-Way filed for record April 19, 2002 in the Office of Recorder, Carson City, Nevada as Document No. 276885, said point also falling on the westerly line of a fifty-foot (50') wide permanent gas line easement;

thence along said westerly line of permanent gas line easement the following seven (7) courses:

South 26°00'20" West, 36.44 feet;

Along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 1,056.00 feet, central angle of 18°47'13", arc length of 346.26 feet and chord bearing and distance of South 15°42'53" West, 344.71 feet;

South 25°06'29" West, 113.07 feet;

South 57°19'04" West, 85.19 feet;

South 19°13'32" West, 443.09 feet;

South 25°06'28" West, 779.35 feet;

South 56°46'27" East, 42.73 feet to a point on the westerly right-of-way line of Fairview Drive;

thence along said westerly right-of-way line of Fairview Drive, along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 770.00 feet, central angle of 03°46'30", arc length of 50.73 feet and chord bearing and distance of South 35°06'55" West, 50.73 feet;

thence North 64°36'06" West, 80.20 feet;

thence North 25°20'24" East, 1,107.58 feet;

thence North 24°32'56" East, 76.30 feet;

thence North 07°29'36" East, 111.51 feet;

thence North 51°36'19" East, 67.93 feet;

thence North 26°10'22" East, 93.14 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 721.64 feet, central angle of 14°41'55", arc length of 185.13 feet and chord bearing and distance of North 24°16'03" East, 184.62 feet;

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thence North 74°20'19" West, 211.31 feet;

thence North 19°04'18" East, 207.63 feet to a point on said southerly right-of-way line of Butti Way;

thence along said southerly right-of-way line of Butti Way, South 69°32'03" East, 72.93 feet;

thence along the arc of a curve to the left, having a radius of 618.00 feet, central angle of 14°10'17" and arc length of 152.86 feet to the POINT OF BEGINNING, containing 111,472 square feet or 2.56 acres, more or less.

The basis of bearings for this description is North 00°42'53" East, the grid bearing between G.P.S. monuments "CC 010" and "CC 094" as shown on that Record of Survey of the 2010 Carson City Control Network filed for record August 11, 2010 in Office of Recorder, Carson City, Nevada, as File No. 403435.

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

Cory J. Kleine, P.L.S. 21988  
P.O. Box 2229  
Minden, Nevada 89423

