

“To disarm the people – that (is) the best and most effectual way to enslave them”.

- George Mason (1788)

May 11, 2021

Dear Honorable Mayor Bagwell and Members of the Carson City Board of Supervisors:

Few rights afforded by the United States Constitution have been as seriously assaulted as the Second Amendment. As efforts mount to further restrict this most fundamental of American rights, in tandem with a desire, in some jurisdictions, to defund the police, more and more of our fellow citizens are arming themselves as a defense against rising crime and the increasing possibility of unjust infringements upon their right to bear arms.

While some allege that the Second Amendment refers solely to the maintaining of organized militias, clearly this was not the intent of the Framers. George Mason defined the Militia as the “whole people” while Sam Adams emphatically, but perhaps overly optimistically, insisted that “The Constitution shall never be construed to prevent the people of the United States who are peaceable citizens from keeping their own arms”.

In defense of the Second Amendment, Nelson Lund, a law professor at George Mason University, in a legal studies research paper, states what, to most of us, is a proverbial “no brainer” - “Armed citizens ... prevent countless crimes and have saved many lives. What’s more, the most vulnerable people – including women, the elderly, and those who live in high crime neighborhoods – are among the greatest beneficiaries of the Second Amendment”.

Throughout history, denying people the right to defend themselves, whether against an individual assailant or a tyrannical government, is the first step toward subjugation.

In 2020, the City demonstrated its support for the right of its citizens to own guns and its commitment to promoting responsible gun use by funding significant improvements to the Rifle and Pistol Range to improve safety in and around the area and to increase shooting opportunities for the general public. A driving force behind this effort was then-Supervisor Lori Bagwell.

In addition, Sheriff Furlong and the chief law enforcement officers in eight other Nevada jurisdictions have openly expressed their support of the Second Amendment, pledging to do everything in their power to “uphold and defend its principles” while working to introduce common sense reforms designed to keep firearms out of the hands of criminals, the mentally ill and illegal controlled substance users.

For these actions, we are grateful and, as residents of Carson City, pledge to assist the Board and local law enforcement in any way possible to preserve one of our most fundamental constitutional guarantees.

Sincerely,



Shelly Aldean et al

From: [Robyn Orloff](#)
To: [Public Comment](#)
Subject: For BOS meeting 5/20/21 please
Date: Wednesday, May 19, 2021 1:08:44 PM
Attachments: [page1image2759272336.png](#)

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Please accept this prior Public Comment (to OSAC on 8/15/2010) as relevant to BOS meeting Item 18B, appointment of new OSAC members.

Was going to call in the comments (lower section) re the OHV area effect on view sheds and gateway to the City — as a heads up maybe to the new appointees.

No phone number last week — and too late to send in (or attend! : >)))

Patti Liebespeck

Public Comment

From: Robyn Orloff <robyn.orloff@icloud.com>
Sent: Friday, August 14, 2020 2:51 PM
To: Public Comment
Cc: Jennifer Budge; Patti Liebespeck
Subject: Open Space Manager Report, OSAC Meeting 8/17/20

Follow Up Flag: Follow up
Flag Status: Flagged

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Please accept these as Public Comment for the meeting on Monday August 17. I understand that there will be no discussion to questions raised in public comment, during the meeting (per post sent to me 5/8/20). But perhaps at some point staff can respond by email? Thank you,
Robyn

Kodos: Love the artwork for Bee City and the Serenity Trail. Very special. Much appreciated certainly by those at the Cancer Center for treatment and support. Many thanks to the Chamber Leadership Group for their work!

And thank you to staff for your monitoring studies — and weed abatement/ reseeding/ and trash pick up projects. And for your creative responses to the COVID restrictions, encouraging the community to get out and responsibly enjoy all our lands: videos etc.

Thank you for the great new Kiosk signs for Clearview and Koontz THs.

Concerns: Relative to the Schulz Investment report: "Staff has provided comments on the proposals, including the desire to keep the hillside undeveloped and protect the scenic views between Carson City and Lake Tahoe."

I applaud Carson City's involvement and desire. Yes, let's support protection of the hillsides between Carson City and Lake Tahoe, along 50W. But, what about our very own hillsides, facing the base of 50W?

Consider re-evaluation of the density of designated **Wheeler/Crawler Trails (Extreme)** and **Open Areas** on this slope, per the new Interim Map, released 3/11/2020? Will not this invited use cause new impact in an already highly impacted area?

From: [Robyn Orloff](#)
To: [Public Comment](#)
Subject: For BOS Meeting 5/20/21
Date: Wednesday, May 19, 2021 1:54:08 PM

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Hi there,

Sending in this (and the other post — and photos to follow) for this week's meeting. Can't make it this week in person. Lengthy, but 'for the record' please.

I am bolding some of my questions. Perhaps you can answer them - for yourself and for me? Consider an agenda item for discussion/action, in the future?

This topic was (peripherally) related to 18B of BOS meeting 5/6/21: appointment of 2 new OSAC members. Wanted to give them (and you all) a heads up re the issues at the OHV area at Prison Hill. And certainly a topic under the purview of the BOS.

"5. Public Comment:**

I agree with all of you, that all the Open Space properties owned and managed by Carson City, are awesome — and much loved and enjoyed.

I also acknowledge that our Open Space staff is doing a fantastic job with ALL of them — despite them being very short staffed.

And thank you to the Parks and Recreation Maintenance staff for all they do — also short staffed.

We moved to Carson City from

Lake Tahoe because of the trail running and exploring opportunities here — and the beauty (and your stewardship) of our western edge of the Great Basin. Yes Kudos are in order.

Our concern is what is going on (or not) at the OHV area in the south Prison Hill property.

Seems like OSAC and BOS laud the area and the

'Progress' — but who of you have been out there, on the ground, in the heart of the riding

area???? We gotta tell you, the "talk" (in presentations,

meetings, grant applications, OHV Management Plans) does NOT match the "walk". And

compliances with associated documents HAS been an issue

(which you are well aware of I am sure). I brought that topic up with several City staff — but was not taken seriously I guess.

I am happy to discuss any of this in person with any of you — and take you on a site tour of the OHV area anytime.

A 'windshield tour' of the Staging Area and out Cable Road a bit, does not show you the damage and trespass and lack of work in the area.

The good news is that it will show you the Staging Area - which has had excellent improvements — making it safer and more functional and more

appealing, and showing more 'presence'. And overall the area has very little litter! Kudos on all of us picking it up and showing a presence and being a good example!

But the bad news: the work stopped there in Fall of 2019 — with minimal to nothing else going on in the entire area, since (until just now, briefly for a few days).

Which good news: the new signs installed are professional, quality, and necessary! But the bad news: the impact, tire tracks where they shouldn't be,

destruction of flora, widening of washes w/trampling destruction of flora on the side slopes = more erosion — has been ongoing and accelerated.

Goal in all documents was to destroy the impacts of the BLM era. However we are inviting, allowing, not stopping, the NEW impacts : > (((

Rationale for 18 month "hold on" work on the hill?

Contractors (NOHVCC and RecConnect) from out of area, not able to respond to problems reported — issues. That is one reason for sure.

But not because of COVID? — we all adapted in personal and professional/work settings: wore masks and kept the distance, easier for outside

work. And not because of the SHPO compliance issues?: SHPO available for consult re any work proposed out there

i.e. my ideas if ground disturbance was a problem --- flag bushes or use survey pins to identify closed and open areas/trails, on the ground

fencing (not requiring post holes) to close areas, railroad ties on the ground as done in the Tiny Tot area to identify closures or routes,

hang signs on that fencing or attach to the railroad ties as you did at Tiny Tot area (so no post holes), and many

other creative ways to work the property within whatever their restrictions might be. None of this was done. NO work was done in the heart

of the riding area for 18 months. **I was told by Open Space that there was 'a hold' on the project. Why was that?**

Even our own Open Space staff didn't/couldn't do work — except reinstatement or replacement of the signs and fencing vandalized/ mowed over many times by

the OHVers —hardly respectful of the property they have been given the privilege of using. And doing a monitoring study? One OSAC member said at a recent

meeting, in response to my expressed concerns: "They are our constituents too". I agree. But like all of the constituents who enjoy our other properties

and are expected to be respectful of them, these constituents need to do the same. Why are we excusing them? And this OSAC member had NOT been to the

heart of the riding area, (not sure about the Staging Area) so has not seen first hand, the damage. Nor have any of the other OSAC members, as far as I know

(except for a City Tour that did not go into the heart of the riding area — and one member said they were shown 'the low lying fruit'). But all laud the

project and its 'progress'. **How can one discuss the area and a problem, if one hasn't been there/seen it?** And an hour site tour by me, which a few 'partners'

have agreed to, barely touches the tip of the 'tip of the iceberg'.

Interestingly, the OSAC members often remark re concerns/ issues in the other Open Space Areas: want more signage, concerned about walking off trail and new

"Social"/ "user" trails, want the renegade OHV use to stop, concern re 'damage to the natural resources' etc etc. But never any mention or concern

re the (same) issues in the OHV area — or constructive acknowledgement of what we present as issues. Why is that? The impact of the same problems,

on the natural resources, is exponentially worse there!!! We have "Natural Resource Specialists" on staff and on the OSAC. **Why are they not willing to go**

on a field trip there with us, into the heart of the riding area, to see the issues with their own

eyes. Maybe then they would demand solutions?

The Contractors have not been on site in the Winter months (Nov - May or June) since they were signed on in 2017. Why IS that? Much work could be done during those months. Certainly the OHVers are out there using the property en force. And we multi-users (YES, this IS a multi-use area —per past history and use and mandate in the Omnibus 2009 Law and all our Management Plans) love it then (not so hot, and no rattlesnakes).

I wonder if Carson City was aware that the contractors would be MIA 6 months out of the year? - when they signed them on?

How many of you are familiar with the 2 Interim Maps?— the one produced in February, and the one modified in July but not made public until December (removing a ‘wash’ route, that was not impacted at all — designated for Rock Crawler/Wheeler use — which is now heavily impacted despite being ‘closed’). A 72” wheelbase machine grinding up a virgin wash that is 1-2 feet wide. Protection of our natural resources? See below discussion re definition of ‘natural resources’. **Do you know the boundary lines of the area — where it is exactly? How/where to access it?**

Have you seen the area from Rte 50W, Snyder Rd east, Topsy coming east, Rte 395 coming north from Minden? How does it affect the gateway to our City? And our view sheds? Your opinion re this? Ideas for solutions?

And interesting that this Interim Map — that has its trail ‘tendrils’ into all corners of the OHV property — was not shown to or subject to ANY vote/approval, by OSAC or BOS. Isn’t that a bit out of protocol? And released prior to a Section 106 Cultural Study (contract for that signed a week earlier). Which did cause an issue, despite me asking about it. Seems like all the trails in the Conservation Easement Property (and on USFS and BLM property?) must be Section 106d prior to any trails being opened or built, bringing in any new ground disturbance? Not ‘picked up’ by the City or SHPO study Contractor.

And don’t the USFS and BLM trails need environmental studies of flora/fauna etc? Prior to being built? The Rim Trail actually had to be realigned as a result of findings (Night Goshawk?). But, because these studies are not REQUIRED on Prison Hill (because it is City owned, without any of these requirements) — they are not done. **Seems to me the Natural Resource Specialists would deem such studies important and relevant — and do them even if not required (as an ethical decision, relative to the land)?**

And interesting that the entire south west ‘wash’ slope of the property, has been designated essentially a “Rock Crawler” Amusement Park: almost all the washes that flow on this slope (after rain/snow melt i.e. ephemeral streams) have been designated Wheeler Trails (Extreme) — which, NOHVCC tells me, “are really Crawler routes”. **And, how many of you have experienced these washes — flowing after rain/snow? Or even when dry?** I would say they are a precious ‘natural resource’??? But I have gained no traction bringing this question/concern up — in multiple OSAC meetings (I attend almost ALL of them), since the Fall of 2019 (another issue — when a new Open Area was NOHVCC’s parting gift to us, prior to leaving for 18 months — not fully signed — showing increased resource damage as a result).

Do any of you know what an Open Area is? What riding is allowed? And that there are actually islands of sagebrush/bitterbrush/mormon tea /desert peach/rabbit brush in these areas — and as such, can be ridden over and destroyed (causing MORE erosion downstream — not to mention we are inviting destruction of the flora, when the theme of all the 'talk' is protection of the resource'?).

And how many of you know what a quad, side by side, crawler, wheeler, dirt bike looks like — and their respective impacts on the property?

And how many of you know how to use the Avenza App — which is imperative to use, to follow the trails on the map! No signage on any of the trails in the heart of the writing area.

If you don't know the map, and haven't walked the trails using the Avenza App — you have no idea what is going on out there (or not).

Discussion of the OHV area is extremely lengthy and complex, sorry for this long Public Comment. But we feel all these concerns (and more) should be publicly addressed. Unfortunately, IMO, there doesn't seem to be much interest by staff (from the top down) or BOS or OSAC, re the infractions and violations to our property, going on in the OHV area, because of lack of oversight and management. Is this area 'a sacrifice'? Then call it like it is. Let's not pretend we are taking care of it — at least now. The Grant Apps and documents tout all kinds of changes and improvements. If they are realized, there is hope. But in the meantime, the property has been left open and vulnerable (for 18 month and counting) — while promoting it heavily and ceaselessly — before it is ready for Consumption (which is exactly what is happening).

There was some work done for a few days in May — signs/fencing installed on about 3 trails — great start, looks professional. **Then the Consultant left, not to return until June?** A taste of hope — but 'too little too late'. So much impact has occurred during this 18 month period of no presence.

Please see below #1-5, also 'for the record', and hopefully repair / rehabilitation and strategies to avoid repeat trespass and damage?

1). Fencing Down: Noticed Monday -- reporting now after checking on it tonight: sorry to say -

- Buck and Pole Fencing down again (5th time?) by the MX area, next to porta-potty. The Users just can't leave that fence alone, can they?

About 1/3 of it is down-- and looks like a vertical piece is missing. I couldn't right it myself -- and wasn't sure how you all want to do it -- might be shortened if you are lacking the vertical (and thus short a section)? I am sure the Rangers have noted it -- but can't put it up themselves (usually patrol alone). Sending it in, for the record -- of ongoing repetitive vandalism over at the OHV area.



We are happy to come to help -- and bring another person or two -- if you give us a heads up (775-240-5142). GREAT fencing, fits in beautifully, usually easy to prop back up — and move. Perfect for the area!

2). Porta-potty door swung wide open again, sand inside yesterday -- but cleaned up today (by the weekly service folks probably?, cleaning log inside dated today). Someone put the rocks I left-- to prop the door wide open (rather than to keep it shut as I had done). Logic of that? **I don't see any porta-potty or bathroom doors left swinging or propped open (ongoing after being reported) on any other of our parks or open space properties?**



3). Trespass and Damage: into the OHV area -- from over the top we assume (no tracks in from the area above Snyder, used in the past) --- of 2 very wide-tired wide wheelbase OHVs (Crawlers? -- seemed wider than a Wheeler). Photos 1 and 5 below show their tracks, a few yards north of the Snyder PA. Turned around at the access point/fenceline. Followed them joyriding between Clearview and Snyder THs -- destroying the vegetation along the trail, that has been growing in. Thanks alot OHVers.







This is another reason there needs to be a solid boundary along the top -- not 'porous' as it is now. Signs not working up there. Full boundary fencing was promised in an OSAC meeting in 2019 (I think February), to be completed by the end of the Summer. 2+ years since the meeting, and almost 4 years of grant money later -- and many many reports of trespass --- and still not done. Amazing that I got the boundary between Snyder and Golden Eagle Rock, fenced in 2014 -- by working with Juan Guzman as my intermediary with BLM and the Mayor and BOS -- within months of starting to address it. **That says something doesn't it? Any chance of a top boundary fence soon?**

4). Trespass and Damage: the other photos (#2-4) are this weekend's OHV fun in their area: in the now closed "Once is Enough" wash -- and beyond (in the same wash) -- which is all a CLOSED route. But there is no signage or fencing to keep riders out, so they 'trespass'. But they wouldn't KNOW it is a closed wash unless they used the Avenza App (virtual trail signage) -- which few use. NO on-the-ground signage to designate trails (even though the map and entry and kiosk signs say "Stay on Designated Trails"). **Hmmm, so how do riders know where the trails start and end, and their course ---- without SIGNS??? And how do they know an area is closed, if no signs or fencing? Conundrum and Oxymoron for sure.**

This is east Once is Enough (above Cable Road). Note pink flags tied when RecConnect here in May: for sign or fence placement. Note the tracks and damage are recent — that day or day before.





The below is the west loop of "Once is Enough" (below Cable Road) — now closed. I started running the trails designated on the Interim Map, the day after the map came out.

From 3/12/20 until now — and have run probably 99% of them and can give pin points/locations of good and bad features. This wash was proclaimed to be an 'existing' trail for Wheelers/Crawlers. Hmmm, maybe for hikers?

No impact when I first walked it. Has had more over the last year. Note how narrow this wash is. Visualize the effect if you allow a 72" wheelbased heavy machine to grind up it?

Trail was taken off the map and a new map published in December 2020 (dated September 2020). Damage already done — and continues because no CLOSED signs or fencing.

Is this a "natural resource" do you think? Trail on the map went through the area in photo below this — I don't see existing use there?











An example on Once is Enough — of 2 and 4 wheeled travel in the narrow wash. $39^{\circ}6'46''$ N $119^{\circ}44'0''$ W See flora trampled on side. Increase erosion?

Protection of natural resource (is a wash/ephemeral stream a natural resource?)?



-- Lower Death Wall wash also was heavily impacted, by 4 wheeled vehicles on a 2 wheeled trail. Again, no signage to show the name or use of the trail -- so the Users just go where they want.

Death Wall Wash below Cable Road.

The road in foreground is CLOSED on the map. Really?

Trail going up, is supposed to be single track only (i.e. dirt bikes, not vehicles).

Note recent 4 wheeled tracks. All photos below show damage in the single track designated lower Death Wall Wash (below Cable Road).







This is the very lower part of Death wall Wash — designated single track. Luckily the Wheelers/Crawlers haven't destroyed it yet — as they have the upper end. The end goal of the project is to rehabilitate all this impact (from prior mismanagement) — so why are we allowing ongoing damage and mismanagement?



-- And the shoulder between Lower Death Wall and Headlight Wash, not a designated route, was impacted by a wide-tired wide wheelbase 4 wheeled OHV. As was Lower Headlight Wash (below the confluence of Death Wall and Headlight washes) -- lots of vegetation/shrubbery showing recent breakage and trampling.

— And lower Headlight Wash — designated for 4 wheeled vehicles: see the damage they are doing, new breakage of the shrubs. Appropriate use of this trail?
There is a road parallel just above to the right, that would be more appropriate — and would protect the wash/ephemeral stream resource?



Go take a look. Be sure to bring the Interim Map and use the Avenza app, so you can find the locations above. Wear good traction-soled shoes. Enjoy the walk - it actually is beautiful there, despite all the damage. I am happy to take any of you to these spots, if you would like a tour guide.

The Grant language and all the OHV Management Plans (and our own Open Space Land Management Plan) promise protection of the nonOHV area, and protection of the 'natural resources' in the OHV area -- and the use of signage and fencing to do this (oh, and E= Education and E= Enforcement to reinforce it). **Almost 4 years into it -- all we have is an improved Staging Area (and maps and brochures that are not supported by signage on the ground). The heart of the riding area is still totally open and vulnerable, no restoration/rehabilitation there, no signage designating trails and closed areas (until some were finally done the first of May). Where have our Consultants been (since November 2019???) -- and where did they go (after the recent May week of work?)????** Nice job -- quality signs and fencing for sure. IF their plan could be finally be implemented, the land might have a chance. But, too little too late -- at this point?

Our Consultants were 'here today, gone tomorrow'. And, they had not been here since November 2019 -- except this 'teaser' the first week of May (and maybe a day or two here and there to visit to 'consult' and maybe do small projects at the Staging Area?). And these projects are awesome!!!! Bring it on!! But, where are they now???? And why was there a "hold" on work for 18 months? While the vegetation is being trampled and ripped out, habitat destroyed, erosion increased --- and documented w/photos and lat/longs sent to staff and partners. What's up with that?

This is how we are 'protecting our natural resources'? -- which is one of the goals cited in ALL the documents and at ALL the presentations. Oh, but I was told that 'natural resources' is a 'broad term, difficult to define' -- so maybe this ISN'T destruction of natural resources, in that broad-term dictionary? Despite having Natural Resource Specialists on staff, and on the OSAC board, and even on the Grantors' staff (who are under the umbrella of the Nevada State Department of Conservation and Natural Resources) --- 'natural resources' is 'difficult to define'?, and thus protection of it is impossible to achieve? Nor apparently, is there any violation of the Conservation Easement tenet: "protect, preserve, and enhance".....since it is said in meetings -- and written in the Open Space Land Management Plan: "the Conservation Easement is broadly interpreted". Really? So what does it mean, and what does it matter and why did our Citizens insist on having it attached to the Omnibus 2009, in perpetuity?

If all the above #1-4 occurred in any of our parks or entrances to our other Open Spaces, I would bet you would be there in a reasonable time, to repair the damage AND post signs/put up fencing, do whatever you would have to do, to prevent FURTHER damage. You wouldn't leave it unattended for 18 months would you? Why is the OHV area so neglected/ignored?

Thank you for reading/listening. Please re-read and try to digest all the information. **And then, action?**

We are happy to assist with any projects there on the ground, if more hands are needed. We want this project to succeed — sooner rather than later — to preserve what we have and rehabilitate what has been damaged.

I will send another email with photos. **Excuse multiple emails and length of this above. I have been criticized for that as well — when I tried to give an OSAC member an armchair tour since he was unable to go out with us to see the problem on site. What choice did I have, to try to show him what was going on?**

Robyn Orloff (and other concerned Citizens)

Address: Prison Hill south environs

robyn.orloff@icloud.com

775-240-5142

Contact me anytime — and on site tours are always an option.

From: [Cullen Shiffrin](#)
To: [Public Comment](#)
Subject: For BOS Meeting 5/20/2021
Date: Wednesday, May 19, 2021 11:22:04 AM

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

This is a copy of my public comment sent to OSAC for 6/15/20 meeting. I think it is relevant for BOS to see — and had planned to send it in at the BOS meeting of 5/7/21, relative to Item 18B (to encourage awareness of OSAC members of this area). Thank you.

I am writing to express my concerns over the Interim Map depiction of OHV trails/routes in the Prison Hill OHV area, and lack of effective signage.

A quick background of my familiarity of this area:

Hiking and mountain biking(the entire property), and dirt-biking(the OHV portion) since 1997.

Attending many OSAC meetings regarding the acquisition of this property by CC.

Attending OSAC meetings where the future relationship with NOHVCC and CC was discussed.

Met personally with CC Staff multiple times to discuss management plan details.

Met personally with BLM staff to discuss same.

On to the issues:

My main concern, at present, is the numerous “Wheeler Trails Extreme” that are depicted on the west and southwest facing terrain. NOHVCC presented to CC, a plan to make sustainable trails that do not follow the fall line, practices that prevent erosion, and sensitivity to private property owners. Additionally, protection of scenic and visual gateways to the city are stated goals in several CC documents.

These trails do not follow the above guidelines. This designation means the most vulnerable areas(washes that see runoff from rain/snow, animal habitat full of erosion reducing flora with steep sides down to the wash drainage) will be travelled by the most impactful of all the vehicles allowed. Wheeler means rock crawler in NOHVCC-speak. Rock crawlers are specialty OHV vehicles that are highly modified OEM vehicles, or specialty built custom vehicles. They have the biggest tires, widest wheelbase, and highest horsepower. They seek out the challenges presented by the steepest terrain. Their use results in the highest level of impact in the OHV area. Travel in this area has also resulted in visual blight that is visible from the intersection of US50, and US395/I580, Topsy Lane, and Snyder Ave. NOHVCC, and CC by approving the plan, has put the most impactful vehicles, on the most vulnerable terrain, and put those routes closest to the highest density of private property owners adjacent to the OHV area.

My recommendations:

Reduce the number of Wheeler Routes that are on the west, and southwest portion of the OHV area.

More signage that indicates both open. i.e. designated, and closed areas and trails/routes. At present, users can travel freely in the washes and cross country, because there are not enough signs advising of closures. Also, the designated routes are not signed as such. The result is travel in areas that are not a part of the trail plan.

Take a more aggressive approach to the visual impact of travel in the area that is visible from the areas mentioned above. Ultimately this hillside may end up free of vegetation, and seen from a distance as a sand hill with rock outcroppings. This doesn't appear to be in-line with the CC Open Space goals.

Cullen Shiffrin

From: [Robyn Orloff](#)
To: [Public Comment](#)
Subject: For the BOS meeting 5/20/21
Date: Wednesday, May 19, 2021 2:14:17 PM
Attachments: [Omnibus2009.txt](#)
[PrisonHillCE.pdf](#)
[PrisonHillCE.pdf](#)

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

Just in case any of you would like to study some of the documents associated with this project. Some of you have already seen them, per a past post individually. Photos below of “Open Area” where riding is allowed cross country — up/down/sideways. Note the islands of vegetation present. Little mini sagebrush ecosystem clusters! Sagebrush/rabbit brush/bitter brush/desert peach/mormon tea.

Conservation Easement (to be ‘broadly interpreted’, ‘whereas’s are not important/or to be considered’)

https://shpo.nv.gov/uploads/documents/BLM_-_Carson_City_OPMLA_Land_Transfer_PA.pdf
Programmatic Agreement - see page 3, II. F and pg 4, III. A.

Carson City Open Space Land Management Plan: note Trail Manager Job description, and Recommended Actions for OHV area, and Page 1-1; 5-20 to 21; pg 7-5 Trails Coordinator Job description; page 5-38 OHV use; 5-24 to 5-28 re signage. We have an eminently qualified Trail Manager and Resource Specialist/Open Space Manager. And amazingly eminently qualified individuals on our OSAC — some specializing in hydrology, geology, erosion etc. I KNOW if we all combined our knowledge and professional experience, this project could be turned around!!! These individuals have demonstrated excellence in ALL our Open Space projects. I don’t think they appreciate their own ability to effect a significant change for this property — and to oversee and give input to the Consultants/Contractors/Partners! This is OUR land. Shouldn’t we be overseeing the plans and work there — to ensure protecting/preserving/enhancing it. All the goals of the Open Space and OSAC Mission statements?
<https://www.carson.org/home/showdocument?id=48486>

Interim Map February 2020

<https://www.carson.org/home/showdocument?id=69482>

Revised Interim Map (“Once is Enough” taken off) — but not posted publicly until ? December 2020

<https://www.carson.org/home/showpublisheddocument?id=73418>

Note that the Open Areas (Off the Trailer and Headlight below) have islands of vital healthy flora — that can be ridden over and destroyed — ruining the aesthetics and killing the resources and causing more erosion because less vegetation to hold the sand and water. What about putting designated trails (for ALL the OHVs — from dirt bikes to Crawlers) in these areas — rather than keeping them as Open Areas?

In Off the Trailer Open Area: Within open area. 39°6'20" N 119°43'48" W Above and east of portapotty North and east of photo to left.





Below in Off the Trailer: 39°6'26" N 119°43'45" W

Note open area boundary sign far left. Why not make this all a designated trail area and protect the existing vegetation??? Erosion from use here catering adverse problems downstream on Golden Eagle Lane. More vegetation destroyed w more invited use = more erosion.



















HEADLIGHT OPEN AREA: Note sign upper mid left: open area boundary. This vegetation island is within the Open Area, so can be ridden thru across up/down/sideways, and destroyed.



More of Headlight Open Area vegetation — that can be ridden over. We were told by an OSAC member that he thought the “Open Areas” (Play Areas) were ‘Down to bedrock’. Good idea to go and see for yourselves?



Why not put designated trails through here vs cross country allowed riding? More Headlight:
39°6'39" N 119°43'57" W







Thank you for your time and attention. Happy to take anyone out for a tour, anytime. Walking into this heart of the riding area.

This is one of our precious resources. Let's make it Carson Proud!!!!

Robyn Orloff

775-240-5142

robyn.orloff@icloud.com

Citizen of Carson City/ Prison Hill environs!

Attachment #10: Conservation Easement

United States Department of Interior
Bureau of Land Management
Carson City District

Conservation Easement

This conservation easement is made this 22nd day of December, 2010, between UNITED STATES OF AMERICA, DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, hereinafter referred to as BLM, and CARSON CITY, NEVADA, and its assigns, hereinafter referred to as Carson City,

WHEREAS, the Congress of the United States of America has directed transfer of Silver Saddle Ranch and Carson River Area, approximately 3,604 acres, hereinafter referred to as the Property, subject to the reservation of a conservation easement, to Carson City under the authority of the Omnibus Public Lands Management Act of 2009 (OPLMA), Pub. L. No. 111-11, Section 2601; and

WHEREAS, BLM, acting through the Secretary of Interior, in consultation with Carson City and affected local interests, shall reserve a perpetual conservation easement to protect, preserve, and enhance the conservation values of the Property; and

WHEREAS, the Property shall be managed by Carson City to protect and enhance the Carson River, the floodplain and surrounding upland, and important wildlife habitat; and

WHEREAS, Carson City may use the Property for undeveloped open space, passive recreation, customary agricultural practices, and wildlife protection; and

WHEREAS, notwithstanding the above, Carson City may construct and maintain trails and trailhead facilities, conduct fuels reduction projects, maintain or reconstruct any improvements on the Property that were in existence on March 31, 2009, and allow the use of motorized vehicles on designated roads, trails and areas in the south end of Prison Hill; and

WHEREAS, the conservation values as defined in OPLMA include undeveloped open space, natural characteristics, trails and trailheads, flood management, Carson River floodplain, uplands, and wildlife habitat, passive recreation, customary agriculture, fuels management, existing ranch structures and motorized vehicle use at south Prison Hill; and

WHEREAS, the development of the conservation easement is guided by the results of a planning and design charrette completed in December 2008, entitled "Creating a Community Vision: Silver Saddle Ranch and the Carson River"; and

WHEREAS, BLM and Carson City mutually agree that the conservation values also include protection of natural resources, preservation of the Property for solitude and nature observation, maintaining green irrigated pastures and hay fields at Silver Saddle Ranch, protecting scenic resources including the preservation of dark skies, protecting cultural resources including the historic structures at Silver Saddle Ranch, promoting environmental education and interpretation, allowing public access, promoting the quality of life, safety and tourism; and

Whereas, the Conservation Easement will help implement the 2006 Envision Carson City Master Plan Guiding Principles and Goals by creating a compact and efficient pattern of growth, balancing development with the conservation of the natural environment at the urban interface, and promoting stewardship of the natural environment; and

WHEREAS, The statutes of the State of Nevada, regarding "Easements for Conservation", at Nevada Revised Statutes, Sections 111.390 to 111.440, inclusive, recognize the protection of the natural, scenic or open-space values of real property.

NOW THEREFORE, BLM in consideration of the above, hereby reserves to the United States of America, a perpetual conservation easement to the Property to protect, preserve, and enhance the conservation values of the land. The BLM reserves a right of access for its designated representatives over any and all lands under this Easement and as reasonably necessary to verify compliance by Carson City with the terms and conditions of the Easement and exercising BLM's rights under the Easement.

1. Purpose. It is the purpose of this Easement to protect, preserve, and enhance the conservation values of the Property in perpetuity and prevent any uses or development of the property that would conflict, impair, or interfere with those values, including, but not limited to, any future residential, non-agricultural commercial, industrial, mining or other incompatible development or improvements of the Property, unless expressly allowable under this Easement. It is the mutual interest of the BLM and Carson City to manage the Property for undeveloped open space, passive recreation, customary agricultural practices, and wildlife protection consistent with the conditions described in the Baseline Documentation Report (Exhibit 3).
2. Rights of the BLM. To accomplish the purpose of this Easement the following rights are reserved by the BLM:
 - (a) To preserve and protect the conservation values of the Property
 - (b) To enter upon the Property at reasonable times in order to monitor Carson City's compliance with and otherwise enforce the terms of the Easement
 - (c) To prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by such use or activity, subject to BLM's Remedies (Section 10).
3. Rights of Carson City. As the fee owner of the Property, Carson City may use and enjoy the Property, subject to OPLMA and this Easement, to provide opportunities for passive recreation, nature study, events and public uses.
4. Baseline Documentation. To establish the present condition of the conservation values and man-made features of the Property, so as to properly monitor future uses of the Property and assure compliance with terms hereof, an inventory of the Property's relevant resources, features, conditions, and uses will be completed prior to transfer of the Property to Carson City (hereinafter referred to as the "Baseline Documentation Report". At the time of transfer and reservation of this easement, the BLM and Carson City will review and acknowledge that the Baseline Documentation Report contains an accurate representation of the biological and physical conditions of the Property and of the current and historical uses of the Property.
5. Permitted Uses. Carson City is entitled to use and occupy the Property, including the right to permit others to use and occupy the Property, in all uses not expressly prohibited herein consistent with the conservation purpose and values. Carson City may authorize third party uses of the Property, by lease, permit, or other means as provided, and those authorizations shall be subject to the terms of this

Easement. Carson City shall continue to be fully responsible for compliance with all terms and conditions of this Easement.

Without limiting the foregoing, the following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Easement, and are not to be precluded, prevented, or limited by this Easement. They are set forth both to establish specific prohibited and permitted activities and to provide guidance in determining the consistency of other activities with the conservation purpose of this Easement.

- (a) To reside on the Property for the purpose of caretaking and management of the Property.
- (b) The right to lease, rent or permit portions of the Property for agricultural use, together with the right to perform customary agricultural operations for the production of hay, pasture and cattle grazing, including the use of fertilizers, pesticides, herbicides and biocides in accordance with the Management Plan (Section 7), current environmental standards and practices and all applicable laws and regulations.
- (c) The right to prevent trespass and control access to the Property.
- (d) The right to use water resources, including treated effluent, on the Property for use in agricultural operations, wetlands management and for public consumption on the Property.
- (e) The right to store, gather, or dispose of agricultural products and byproducts on the Property, including, but not limited to, agricultural refuse, burn piles, and animal remains, so long as it is done in accordance with all applicable laws and regulations.
- (f) The right to maintain and replace existing facilities and structures. Replacement of existing facilities and structures must be approved by the BLM in writing, consistent with the conservation purpose and values. The size, location, style and use of the replaced facilities and structures will be considered by BLM in determining consistency with the conservation purpose and values.
- (g) The right to conduct or permit passive recreation activities on the Property. Passive recreation are those activities that are temporary in nature and do not require development of permanent structures or facilities not already in place as of March 31, 2009 unless otherwise allowed under this Easement. Passive recreation may include without limitation fishing, birding, nature observation, hiking, running, mountain biking, equestrian riding, including horse drawn wagons and carriages, non-motorized boating, geo caching, swimming, and picnicking.
- (h) The right to conduct or permit events on the Property. Events will be guided by the Management Plan (Section 7) and limited in size, frequency, duration, location and season of use, commensurate with the capacity of existing facilities and in a manner that would not conflict, impair, or interfere with the conservation purpose and values. Events may include without limitations private weddings and parties, music concerts, running events, environmental education, equestrian activities.
- (i) Except for official use, the right to use or permit the use of motorized off highway vehicles (OHV) on designated roads, trails and areas located in the south end of Prison Hill, consistent with the Management Plan (Section 7). OHV use may be restricted or prohibited if necessary to meet the objectives of the conservation purpose and values. OHVs may be allowed to use specific staging area(s) and designated trails located east of Sierra Vista Road, formerly known as Mexican Dam Road, for the purpose of access to the Pine Nut Mountains.
- (j) The right to construct and maintain trails and trailhead facilities.
- (k) The right to conduct fuels reduction projects. Vegetation may be removed, mowed, burned or otherwise treated, to reduce or eliminate fuels to suppress wildland fire in accordance with the conservation purpose and values of this Easement.

6. Prohibited Uses. Carson City is prohibited from uses or development of the property that would conflict, impair, or interfere with the conservation purpose and values of this Easement.

The following activities and uses, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with the conservation purpose and values of this Easement, and are expressly prohibited upon or within the Property.

- (a) The legal or *de facto* subdivision of the Property for any purpose, except as may be required by law for the uses permitted in Section 5 or for a voluntary conveyance to a government or nonprofit entity for public access expressly permitted in Section 5.
 - (b) Residential, non-agricultural commercial, industrial, mining, power production, municipal water development or other incompatible development or improvements of the Property, excepting production of power from wind, geothermal or solar facilities for exclusive use on the Property.
 - (c) The sale, transfer or conveyance of the Property, or a portion of the Property, in accordance with OPLMA and subject to a reversionary interest held by the United States.
 - (d) Organized sports requiring dedicated, constructed fields or courts.
 - (e) OHV use except in designated areas.
 - (f) Golf courses
 - (g) Hunting, over-night camping unless approved as part of an event, disc golf, paint ball games and hot air balloons
 - (h) Events – motorized events (other than OHV events at South Prison Hill), fairs & carnivals, cars shows and rodeos.
 - (i) Disposal or unlawful storage of hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA), 42 USC 9601 *et seq.*
7. Management Plan. Carson City will prepare a Management Plan for the Property to be completed within one year from execution of this Easement. The Management Plan will be prepared in consultation with the public and BLM and submitted to BLM for approval. The Management Plan will direct the use and occupancy of the Property, including agricultural operations, public day use and events. The Management Plan will consider the following factors in determining consistency with the conservation purpose and values for events: Size, duration, frequency, location and season of use. The Management Plan will also describe and direct appropriate use and occupancy for specific land use areas, including: Carson River – floodplain and riparian corridor; Prison Hill – motorized and non-motorized areas; agricultural lands – irrigated and non-irrigated; Historic Ranch Complex – Red House, White House, outbuildings and corrals; Ambrose Carson River Natural Area; Wetlands – mitigation wetland area; and East Silver Saddle Ranch - motorized staging areas. BLM and Carson City will meet not less than every five years to review and, if necessary, modify the Management Plan to ensure that use and occupancy of the Property is consistent with the Conservation Purpose and Values.
8. Prior Notice and Approval
- (a) Prior Notice. Where required in this Conservation Easement, BLM has the right to require Carson City to submit proposals for advanced approval by the Authorized Officer. This is to afford the BLM an opportunity to ensure that the proposed activities are designed and carried out in a manner consistent with the purposes of this Conservation Easement. Carson City shall not undertake or permit any activity requiring prior approval by BLM without first having notified and received approval from BLM as provided herein. Whenever notice is required, Carson City shall notify BLM in writing not less than forty-five (45) days prior to the date Carson City intends to undertake the proposed activity. The notice shall describe all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information

- regarding the proposed activity, in sufficient detail to permit BLM to make an informed judgment as to its consistency with the purpose and values of this Conservation Easement.
- (b) **BLM's Approval.** Where BLM's approval is required, BLM shall grant or withhold its approval and notify Carson City in writing within forty-five (45) days of receipt of Carson City's written request for approval provided that adequate information to evaluate the request has been received by the BLM. BLM's failure to respond in writing to Carson City's request within forty-five (45) days of receipt shall not be deemed approval by BLM. BLM's approval may be withheld only upon reasonable determination by BLM that the proposed action would be inconsistent with the purpose of this Easement, or if additional information from Carson City is necessary to evaluate the proposed action.
9. **Monitoring** – The BLM will conduct a field inspection of the Property, at least annually, for the oversight and enforcement of the Easement subject to the following provisions:
- (a) BLM will provide prior reasonable notice to Carson City to enter the Property for the purpose of an inspection(s);
- (b) Carson City and BLM mutually agree to participate and cooperate in the performance of the field inspection(s) and any follow up meetings;
- (c) BLM's costs for the inspections, including labor, vehicles and other incidental expenses, will be reimbursed from the Silver Saddle Endowment Account, an account established in the Treasury of the United States and funded by Carson City.
10. **Enforcement**– BLM may prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement, and to require and enforce the restoration of such areas or features of the Property that may be impaired, interfered with, or damaged by any inconsistent activity or use permitted by Carson City.
11. **BLM'S Remedies**. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution. In evaluating whether a particular use of the Property conflicts, impairs, or interferes with the conservation purpose and values, both the magnitude and duration of the actual and expected effect on the conservation purpose and values will be taken into account. The prohibited uses of the Property expressly set forth in Section 6 are in conflict with the conservation purpose and values of this Conservation Easement. In the event that BLM and Carson City cannot resolve any dispute hereunder, the provisions of this Conservation Easement are enforceable by BLM, its successors or assigns, through all remedies available at law or in equity.
- (a) **Notice of Violation.** If BLM determines that a violation of the terms of this Conservation Easement has occurred or that a violation is threatened, BLM shall give written notice to Carson City of such violation and demand corrective action sufficient to cure the violation. If Carson City fails to cure the violation within a reasonable timeframe as specified by BLM, after receipt of notice thereof from BLM, or fails to continue diligently to cure such violation until finally cured, BLM may seek injunctive relief as set forth herein.
- (b) **Injunctive Relief.** Where irreparable harm may occur, BLM in its sole judgment may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- (c) **Damages.** BLM shall be entitled to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Carson City's liability therefore, BLM, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

- (d) **Emergency Enforcement.** If BLM, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, or to prevent a material breach or extinguishment of the Conservation Easement, BLM may pursue its remedies under this section without prior notice to Carson City or without waiting for the period provided for to expire.
- (e) **Scope of Relief.** BLM's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The parties agree that BLM's remedies at law for any violation of the terms of this Conservation Easement may be inadequate and that BLM shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which BLM may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. BLM's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- (f) **Costs of Enforcement.** In any action, suit, or other proceeding undertaken to enforce the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses including attorneys' and experts' fees as allowed by law, and if such prevailing party recovers judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. In addition, in the event BLM prevails in any such action that results in an order directing Carson City to undertake restoration, then Carson City shall bear all costs thereof.
- (g) **BLM's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of BLM, and any forbearance by BLM to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Carson City shall not be deemed or construed to be a waiver by BLM of such term or of any subsequent breach of the same or any other term of this Conservation Easement, or any of BLM's rights under this Conservation Easement.
- (h) **Waiver of Certain Defenses.** Carson City acknowledges that it has carefully reviewed the Conservation Easement. In full knowledge of the provisions of this Conservation Easement, BLM hereby waives any claim or defenses it may have against Carson City or its successors in interest under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, adverse possession, or prescription.
- (i) **Acts Beyond Carson City's Control.** Nothing contained in this Conservation Easement shall be construed to entitle BLM to bring any action against Carson City for any injury to or change in the Property resulting from causes beyond Carson City's control, including without limitation, fire, flood, storm, and natural earth movement, or from any prudent action taken by Carson City under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; provided that Carson City shall notify BLM of such change in the Property and any emergency actions taken by Carson City.

12. Costs, Liabilities, and Indemnification

- (a) **Costs Incident of Ownership.** Carson City retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. BLM shall have no obligation for the upkeep or maintenance of the Property. Carson City shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Carson City; provided that nothing in this section shall prohibit Carson City from recording

a deed of trust against the Property to secure Carson City's indebtedness as long as such deed of trust shall remain subordinate to this Conservation Easement.

- (b) Taxes. Carson City shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), if any, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish BLM with satisfactory evidence of payment upon request. BLM shall have no obligation to pay any taxes levied on or assessed against the Property.
- (c) Indemnification. Carson City shall hold harmless, indemnify, and defend BLM its officers, employees, agents, and contractors, its successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, fines, costs, losses, damages, expenses, causes of action, claims, demands, or judgments of any kind or nature arising from the past, present, and future acts or omissions of Carson City or its employees, agents, contractors, or lessees (collectively "Carson City et al."), including, without limitation, reasonable attorneys' and experts' fees arising from or in any way connected with Carson City et al.'s uses, occupancy, or operation on the Property which has already resulted or does hereafter result in: (1) violations of federal, state, and local laws and regulations that are now, or may in the future become, applicable to the Property; (2) judgments, claims, or demands of any kind against the Indemnified Parties, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (3) costs, expenses, or damages of any kind against the Indemnified Parties, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (4) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (5) the breach by Carson City et al. of any of its obligations set forth in this Conservation Easement; (6) the existence or release or threatened release off, on, into, or under the Property of any hazardous waste(s), substance or other contaminants as they are now and may hereafter be defined under any local, state, and federal statute, law or regulations, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (7) activities by which solid or hazardous substances or waste, as defined by federal or state laws are generated, released, stored, used or otherwise disposed of on the Property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substances or wastes, unless due to the negligence or willful misconduct of any of the Indemnified Parties; or (8) natural resource damages as defined by federal or state law. Carson City's obligations under this section shall not apply with respect to any such hazardous waste, substance or other contaminants released on the Property by any of the Indemnified Parties the Indemnified Parties' representatives or agents.

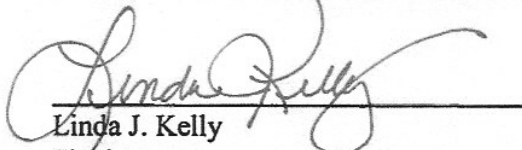
13. General Provisions.

- (a) Controlling Law. The laws of the United States of America and the State of Nevada shall govern the interpretation and performance of this Conservation Easement.
- (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of protecting the Conservation Values and the purpose of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render the provision invalid.
- (c) Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions and purposes of this

- Conservation Easement, and/or the application of such provision to person or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) Entire Agreement. The instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.
 - (e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Carson City's title in any respect.
 - (f) Joint Obligations. The obligations imposed by this Conservation Easement upon Carson City shall be joint and several.
 - (g) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Carson City" and "BLM," wherever used herein, and any pronouns used in place thereof, shall include, respectively, Carson City and all of Carson City's successors and assigns, and
 - (h) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
 - (i) Captions. The captions in this instrument have been inserted solely for convenience of reference, are not a part of this instrument, and shall have no effect upon construction or interpretation.
 - (j) Perpetual Duration. This Conservation Easement shall constitute a covenant and servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to Carson City or BLM shall also apply to such party's respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.
14. Exhibits. The following exhibits are attached hereto and incorporated into this Conservation Easement:
- Exhibit A: OPLMA Map of November 7, 2008
 - Exhibit B: Map of the Silver Saddle Ranch Carson River Area Conservation Easement


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

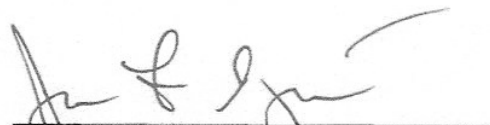
"GRANTOR"
BUREAU OF LAND MANAGEMENT


Linda J. Kelly
Field Manager
Sierra Front Field Office
Carson City District

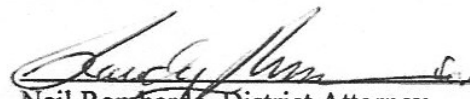
DATE: Dec 22, 2010

"GRANTEE"
CARSON CITY


Robert L. Crowell, Mayor


Juan F. Guzman, Open Space Manager

Approved as to form:


Neil Rombardo, District Attorney

DATE: 12/16, 2010

Attachment #10: Conservation Easement

United States Department of Interior
Bureau of Land Management
Carson City District

Conservation Easement

This conservation easement is made this 22nd day of December, 2010, between UNITED STATES OF AMERICA, DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, hereinafter referred to as BLM, and CARSON CITY, NEVADA, and its assigns, hereinafter referred to as Carson City,

WHEREAS, the Congress of the United States of America has directed transfer of Silver Saddle Ranch and Carson River Area, approximately 3,604 acres, hereinafter referred to as the Property, subject to the reservation of a conservation easement, to Carson City under the authority of the Omnibus Public Lands Management Act of 2009 (OPLMA), Pub. L. No. 111-11, Section 2601; and

WHEREAS, BLM, acting through the Secretary of Interior, in consultation with Carson City and affected local interests, shall reserve a perpetual conservation easement to protect, preserve, and enhance the conservation values of the Property; and

WHEREAS, the Property shall be managed by Carson City to protect and enhance the Carson River, the floodplain and surrounding upland, and important wildlife habitat; and

WHEREAS, Carson City may use the Property for undeveloped open space, passive recreation, customary agricultural practices, and wildlife protection; and

WHEREAS, notwithstanding the above, Carson City may construct and maintain trails and trailhead facilities, conduct fuels reduction projects, maintain or reconstruct any improvements on the Property that were in existence on March 31, 2009, and allow the use of motorized vehicles on designated roads, trails and areas in the south end of Prison Hill; and

WHEREAS, the conservation values as defined in OPLMA include undeveloped open space, natural characteristics, trails and trailheads, flood management, Carson River floodplain, uplands, and wildlife habitat, passive recreation, customary agriculture, fuels management, existing ranch structures and motorized vehicle use at south Prison Hill; and

WHEREAS, the development of the conservation easement is guided by the results of a planning and design charrette completed in December 2008, entitled "Creating a Community Vision: Silver Saddle Ranch and the Carson River"; and

WHEREAS, BLM and Carson City mutually agree that the conservation values also include protection of natural resources, preservation of the Property for solitude and nature observation, maintaining green irrigated pastures and hay fields at Silver Saddle Ranch, protecting scenic resources including the preservation of dark skies, protecting cultural resources including the historic structures at Silver Saddle Ranch, promoting environmental education and interpretation, allowing public access, promoting the quality of life, safety and tourism; and

Whereas, the Conservation Easement will help implement the 2006 Envision Carson City Master Plan Guiding Principles and Goals by creating a compact and efficient pattern of growth, balancing development with the conservation of the natural environment at the urban interface, and promoting stewardship of the natural environment; and

WHEREAS, The statutes of the State of Nevada, regarding "Easements for Conservation", at Nevada Revised Statutes, Sections 111.390 to 111.440, inclusive, recognize the protection of the natural, scenic or open-space values of real property.

NOW THEREFORE, BLM in consideration of the above, hereby reserves to the United States of America, a perpetual conservation easement to the Property to protect, preserve, and enhance the conservation values of the land. The BLM reserves a right of access for its designated representatives over any and all lands under this Easement and as reasonably necessary to verify compliance by Carson City with the terms and conditions of the Easement and exercising BLM's rights under the Easement.

1. Purpose. It is the purpose of this Easement to protect, preserve, and enhance the conservation values of the Property in perpetuity and prevent any uses or development of the property that would conflict, impair, or interfere with those values, including, but not limited to, any future residential, non-agricultural commercial, industrial, mining or other incompatible development or improvements of the Property, unless expressly allowable under this Easement. It is the mutual interest of the BLM and Carson City to manage the Property for undeveloped open space, passive recreation, customary agricultural practices, and wildlife protection consistent with the conditions described in the Baseline Documentation Report (Exhibit 3).
2. Rights of the BLM. To accomplish the purpose of this Easement the following rights are reserved by the BLM:
 - (a) To preserve and protect the conservation values of the Property
 - (b) To enter upon the Property at reasonable times in order to monitor Carson City's compliance with and otherwise enforce the terms of the Easement
 - (c) To prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by such use or activity, subject to BLM's Remedies (Section 10).
3. Rights of Carson City. As the fee owner of the Property, Carson City may use and enjoy the Property, subject to OPLMA and this Easement, to provide opportunities for passive recreation, nature study, events and public uses.
4. Baseline Documentation. To establish the present condition of the conservation values and man-made features of the Property, so as to properly monitor future uses of the Property and assure compliance with terms hereof, an inventory of the Property's relevant resources, features, conditions, and uses will be completed prior to transfer of the Property to Carson City (hereinafter referred to as the "Baseline Documentation Report". At the time of transfer and reservation of this easement, the BLM and Carson City will review and acknowledge that the Baseline Documentation Report contains an accurate representation of the biological and physical conditions of the Property and of the current and historical uses of the Property.
5. Permitted Uses. Carson City is entitled to use and occupy the Property, including the right to permit others to use and occupy the Property, in all uses not expressly prohibited herein consistent with the conservation purpose and values. Carson City may authorize third party uses of the Property, by lease, permit, or other means as provided, and those authorizations shall be subject to the terms of this

Easement. Carson City shall continue to be fully responsible for compliance with all terms and conditions of this Easement.

Without limiting the foregoing, the following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Easement, and are not to be precluded, prevented, or limited by this Easement. They are set forth both to establish specific prohibited and permitted activities and to provide guidance in determining the consistency of other activities with the conservation purpose of this Easement.

- (a) To reside on the Property for the purpose of caretaking and management of the Property.
- (b) The right to lease, rent or permit portions of the Property for agricultural use, together with the right to perform customary agricultural operations for the production of hay, pasture and cattle grazing, including the use of fertilizers, pesticides, herbicides and biocides in accordance with the Management Plan (Section 7), current environmental standards and practices and all applicable laws and regulations.
- (c) The right to prevent trespass and control access to the Property.
- (d) The right to use water resources, including treated effluent, on the Property for use in agricultural operations, wetlands management and for public consumption on the Property.
- (e) The right to store, gather, or dispose of agricultural products and byproducts on the Property, including, but not limited to, agricultural refuse, burn piles, and animal remains, so long as it is done in accordance with all applicable laws and regulations.
- (f) The right to maintain and replace existing facilities and structures. Replacement of existing facilities and structures must be approved by the BLM in writing, consistent with the conservation purpose and values. The size, location, style and use of the replaced facilities and structures will be considered by BLM in determining consistency with the conservation purpose and values.
- (g) The right to conduct or permit passive recreation activities on the Property. Passive recreation are those activities that are temporary in nature and do not require development of permanent structures or facilities not already in place as of March 31, 2009 unless otherwise allowed under this Easement. Passive recreation may include without limitation fishing, birding, nature observation, hiking, running, mountain biking, equestrian riding, including horse drawn wagons and carriages, non-motorized boating, geo caching, swimming, and picnicking.
- (h) The right to conduct or permit events on the Property. Events will be guided by the Management Plan (Section 7) and limited in size, frequency, duration, location and season of use, commensurate with the capacity of existing facilities and in a manner that would not conflict, impair, or interfere with the conservation purpose and values. Events may include without limitations private weddings and parties, music concerts, running events, environmental education, equestrian activities.
- (i) Except for official use, the right to use or permit the use of motorized off highway vehicles (OHV) on designated roads, trails and areas located in the south end of Prison Hill, consistent with the Management Plan (Section 7). OHV use may be restricted or prohibited if necessary to meet the objectives of the conservation purpose and values. OHVs may be allowed to use specific staging area(s) and designated trails located east of Sierra Vista Road, formerly known as Mexican Dam Road, for the purpose of access to the Pine Nut Mountains.
- (j) The right to construct and maintain trails and trailhead facilities.
- (k) The right to conduct fuels reduction projects. Vegetation may be removed, mowed, burned or otherwise treated, to reduce or eliminate fuels to suppress wildland fire in accordance with the conservation purpose and values of this Easement.

6. Prohibited Uses. Carson City is prohibited from uses or development of the property that would conflict, impair, or interfere with the conservation purpose and values of this Easement.

The following activities and uses, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with the conservation purpose and values of this Easement, and are expressly prohibited upon or within the Property.

- (a) The legal or *de facto* subdivision of the Property for any purpose, except as may be required by law for the uses permitted in Section 5 or for a voluntary conveyance to a government or nonprofit entity for public access expressly permitted in Section 5.
 - (b) Residential, non-agricultural commercial, industrial, mining, power production, municipal water development or other incompatible development or improvements of the Property, excepting production of power from wind, geothermal or solar facilities for exclusive use on the Property.
 - (c) The sale, transfer or conveyance of the Property, or a portion of the Property, in accordance with OPLMA and subject to a reversionary interest held by the United States.
 - (d) Organized sports requiring dedicated, constructed fields or courts.
 - (e) OHV use except in designated areas.
 - (f) Golf courses
 - (g) Hunting, over-night camping unless approved as part of an event, disc golf, paint ball games and hot air balloons
 - (h) Events – motorized events (other than OHV events at South Prison Hill), fairs & carnivals, cars shows and rodeos.
 - (i) Disposal or unlawful storage of hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA), 42 USC 9601 *et seq.*
7. Management Plan. Carson City will prepare a Management Plan for the Property to be completed within one year from execution of this Easement. The Management Plan will be prepared in consultation with the public and BLM and submitted to BLM for approval. The Management Plan will direct the use and occupancy of the Property, including agricultural operations, public day use and events. The Management Plan will consider the following factors in determining consistency with the conservation purpose and values for events: Size, duration, frequency, location and season of use. The Management Plan will also describe and direct appropriate use and occupancy for specific land use areas, including: Carson River – floodplain and riparian corridor; Prison Hill – motorized and non-motorized areas; agricultural lands – irrigated and non-irrigated; Historic Ranch Complex – Red House, White House, outbuildings and corrals; Ambrose Carson River Natural Area; Wetlands – mitigation wetland area; and East Silver Saddle Ranch - motorized staging areas. BLM and Carson City will meet not less than every five years to review and, if necessary, modify the Management Plan to ensure that use and occupancy of the Property is consistent with the Conservation Purpose and Values.
8. Prior Notice and Approval
- (a) Prior Notice. Where required in this Conservation Easement, BLM has the right to require Carson City to submit proposals for advanced approval by the Authorized Officer. This is to afford the BLM an opportunity to ensure that the proposed activities are designed and carried out in a manner consistent with the purposes of this Conservation Easement. Carson City shall not undertake or permit any activity requiring prior approval by BLM without first having notified and received approval from BLM as provided herein. Whenever notice is required, Carson City shall notify BLM in writing not less than forty-five (45) days prior to the date Carson City intends to undertake the proposed activity. The notice shall describe all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information

- regarding the proposed activity, in sufficient detail to permit BLM to make an informed judgment as to its consistency with the purpose and values of this Conservation Easement.
- (b) **BLM's Approval.** Where BLM's approval is required, BLM shall grant or withhold its approval and notify Carson City in writing within forty-five (45) days of receipt of Carson City's written request for approval provided that adequate information to evaluate the request has been received by the BLM. BLM's failure to respond in writing to Carson City's request within forty-five (45) days of receipt shall not be deemed approval by BLM. BLM's approval may be withheld only upon reasonable determination by BLM that the proposed action would be inconsistent with the purpose of this Easement, or if additional information from Carson City is necessary to evaluate the proposed action.
9. **Monitoring** – The BLM will conduct a field inspection of the Property, at least annually, for the oversight and enforcement of the Easement subject to the following provisions:
- (a) BLM will provide prior reasonable notice to Carson City to enter the Property for the purpose of an inspection(s);
- (b) Carson City and BLM mutually agree to participate and cooperate in the performance of the field inspection(s) and any follow up meetings;
- (c) BLM's costs for the inspections, including labor, vehicles and other incidental expenses, will be reimbursed from the Silver Saddle Endowment Account, an account established in the Treasury of the United States and funded by Carson City.
10. **Enforcement**– BLM may prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement, and to require and enforce the restoration of such areas or features of the Property that may be impaired, interfered with, or damaged by any inconsistent activity or use permitted by Carson City.
11. **BLM'S Remedies**. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution. In evaluating whether a particular use of the Property conflicts, impairs, or interferes with the conservation purpose and values, both the magnitude and duration of the actual and expected effect on the conservation purpose and values will be taken into account. The prohibited uses of the Property expressly set forth in Section 6 are in conflict with the conservation purpose and values of this Conservation Easement. In the event that BLM and Carson City cannot resolve any dispute hereunder, the provisions of this Conservation Easement are enforceable by BLM, its successors or assigns, through all remedies available at law or in equity.
- (a) **Notice of Violation.** If BLM determines that a violation of the terms of this Conservation Easement has occurred or that a violation is threatened, BLM shall give written notice to Carson City of such violation and demand corrective action sufficient to cure the violation. If Carson City fails to cure the violation within a reasonable timeframe as specified by BLM, after receipt of notice thereof from BLM, or fails to continue diligently to cure such violation until finally cured, BLM may seek injunctive relief as set forth herein.
- (b) **Injunctive Relief.** Where irreparable harm may occur, BLM in its sole judgment may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- (c) **Damages.** BLM shall be entitled to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Carson City's liability therefore, BLM, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

- (d) **Emergency Enforcement.** If BLM, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, or to prevent a material breach or extinguishment of the Conservation Easement, BLM may pursue its remedies under this section without prior notice to Carson City or without waiting for the period provided for to expire.
- (e) **Scope of Relief.** BLM's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The parties agree that BLM's remedies at law for any violation of the terms of this Conservation Easement may be inadequate and that BLM shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which BLM may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. BLM's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- (f) **Costs of Enforcement.** In any action, suit, or other proceeding undertaken to enforce the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses including attorneys' and experts' fees as allowed by law, and if such prevailing party recovers judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. In addition, in the event BLM prevails in any such action that results in an order directing Carson City to undertake restoration, then Carson City shall bear all costs thereof.
- (g) **BLM's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of BLM, and any forbearance by BLM to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Carson City shall not be deemed or construed to be a waiver by BLM of such term or of any subsequent breach of the same or any other term of this Conservation Easement, or any of BLM's rights under this Conservation Easement.
- (h) **Waiver of Certain Defenses.** Carson City acknowledges that it has carefully reviewed the Conservation Easement. In full knowledge of the provisions of this Conservation Easement, BLM hereby waives any claim or defenses it may have against Carson City or its successors in interest under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, adverse possession, or prescription.
- (i) **Acts Beyond Carson City's Control.** Nothing contained in this Conservation Easement shall be construed to entitle BLM to bring any action against Carson City for any injury to or change in the Property resulting from causes beyond Carson City's control, including without limitation, fire, flood, storm, and natural earth movement, or from any prudent action taken by Carson City under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; provided that Carson City shall notify BLM of such change in the Property and any emergency actions taken by Carson City.

12. Costs, Liabilities, and Indemnification

- (a) **Costs Incident of Ownership.** Carson City retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. BLM shall have no obligation for the upkeep or maintenance of the Property. Carson City shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Carson City; provided that nothing in this section shall prohibit Carson City from recording

a deed of trust against the Property to secure Carson City's indebtedness as long as such deed of trust shall remain subordinate to this Conservation Easement.

- (b) Taxes. Carson City shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), if any, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish BLM with satisfactory evidence of payment upon request. BLM shall have no obligation to pay any taxes levied on or assessed against the Property.
- (c) Indemnification. Carson City shall hold harmless, indemnify, and defend BLM its officers, employees, agents, and contractors, its successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, fines, costs, losses, damages, expenses, causes of action, claims, demands, or judgments of any kind or nature arising from the past, present, and future acts or omissions of Carson City or its employees, agents, contractors, or lessees (collectively "Carson City et al."), including, without limitation, reasonable attorneys' and experts' fees arising from or in any way connected with Carson City et al.'s uses, occupancy, or operation on the Property which has already resulted or does hereafter result in: (1) violations of federal, state, and local laws and regulations that are now, or may in the future become, applicable to the Property; (2) judgments, claims, or demands of any kind against the Indemnified Parties, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (3) costs, expenses, or damages of any kind against the Indemnified Parties, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (4) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (5) the breach by Carson City et al. of any of its obligations set forth in this Conservation Easement; (6) the existence or release or threatened release off, on, into, or under the Property of any hazardous waste(s), substance or other contaminants as they are now and may hereafter be defined under any local, state, and federal statute, law or regulations, unless due to the negligence or willful misconduct of any of the Indemnified Parties; (7) activities by which solid or hazardous substances or waste, as defined by federal or state laws are generated, released, stored, used or otherwise disposed of on the Property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substances or wastes, unless due to the negligence or willful misconduct of any of the Indemnified Parties; or (8) natural resource damages as defined by federal or state law. Carson City's obligations under this section shall not apply with respect to any such hazardous waste, substance or other contaminants released on the Property by any of the Indemnified Parties the Indemnified Parties' representatives or agents.

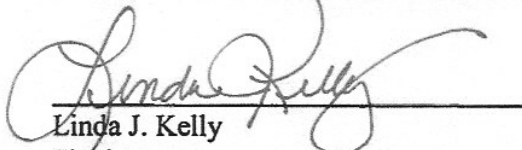
13. General Provisions.

- (a) Controlling Law. The laws of the United States of America and the State of Nevada shall govern the interpretation and performance of this Conservation Easement.
- (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of protecting the Conservation Values and the purpose of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render the provision invalid.
- (c) Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions and purposes of this

- Conservation Easement, and/or the application of such provision to person or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) Entire Agreement. The instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.
 - (e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Carson City's title in any respect.
 - (f) Joint Obligations. The obligations imposed by this Conservation Easement upon Carson City shall be joint and several.
 - (g) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Carson City" and "BLM," wherever used herein, and any pronouns used in place thereof, shall include, respectively, Carson City and all of Carson City's successors and assigns, and
 - (h) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
 - (i) Captions. The captions in this instrument have been inserted solely for convenience of reference, are not a part of this instrument, and shall have no effect upon construction or interpretation.
 - (j) Perpetual Duration. This Conservation Easement shall constitute a covenant and servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to Carson City or BLM shall also apply to such party's respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.
14. Exhibits. The following exhibits are attached hereto and incorporated into this Conservation Easement:
- Exhibit A: OPLMA Map of November 7, 2008
 - Exhibit B: Map of the Silver Saddle Ranch Carson River Area Conservation Easement


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

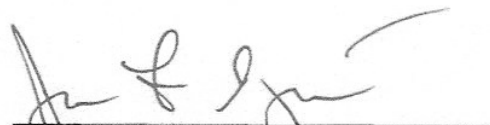
"GRANTOR"
BUREAU OF LAND MANAGEMENT


Linda J. Kelly
Field Manager
Sierra Front Field Office
Carson City District

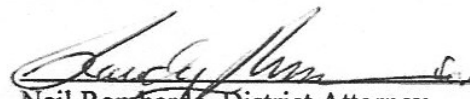
DATE: Dec 22, 2010

"GRANTEE"
CARSON CITY


Robert L. Crowell, Mayor


Juan F. Guzman, Open Space Manager

Approved as to form:


Neil Rombardo, District Attorney

DATE: 12/16, 2010

From: [Robyn Orloff](#)
To: [Public Comment](#)
Subject: For BOS Meeting 5/20/21
Date: Wednesday, May 19, 2021 2:29:55 PM

This message originated outside of Carson City's email system. Use caution if this message contains attachments, links, or requests for information.

I want to include KUDOS.

Below is an example of the new fencing and signs, installed early May. Just on 3 trails in the area above Snyder (Not so Easy Rider, Rubber Side UP, Mailbox).

Look at the Map: the tip of the tip of the iceberg.

A start!!! (But then work stopped again)??? When will a team be on it?

This signage/fencing gives this section of the "West Basin" a whole new 'feel' (IMO) — setting a positive tone for things to come.

Feels like someone is really there now, starting to oversee the property and giving guidance. I hope the OHV community has the same positive response.

Takes a while to 'equilibrate' probably — reach acceptance by all users — but let's look forward to this 'best' outcome. See how this first demo goes.

I hope we are turning the corner now — **but there are still issues to be discussed? And hopefully some CONCENTRATED work on the area, NOW?**

Are there resources we need to protect that we aren't? We have a great team capable of addressing all this (Open Space AND OSAC).

Let's do it.

Per my other Public Comments.

Robyn Orloff
775-240-5142
robyn.orloff@icloud.com



At area of trespass up into the draws of the rock outcropping above Snyder access.



North side of 'Not so Easy Rider', where riders had made a 'new' trail closer to the rock outcropping.



Area south of Not so Easy Rider, heading to a 'hidden' wash and canyon.



Protecting another draw, up the rock outcropping



Protecting a user put in road and impacted area, off south side of “Rubber Side Up”.



“Out of Bounds” posted at top end of designated Mail Box route — where designated route turns left to go up the rock slabs (but riders were going straight up).
 Alcove/pour is to the left of this photo — follow the grass wash trail.
 Sign might need to be moved a bit west (downhill?), for more protection/buffer area for the alcove — but it’s a start!!!

Also there is fencing now across 2 of the upper north and south trespass points, down into Mailbox Wash from above.
 Sorry I can’t find my photo of that.

We have high hopes that these efforts will be continued, when RecConnect returns.

We also hope for further (and ongoing) documented professional conscientious ‘protection of natural resources’ (considering flora, habitat, erosion/soil issues) throughout the entire project.

But for now, let’s address of ‘protection of natural resources’ as specifically related to all the washes (and their ‘tributaries’) on the south west slope (“West Basin”) — with a closer look at : the “Double Waterfall” trail, the entire length of the Headlight Wash from Ghost Open Area through Headlight Open Area and down to Golden Eagle Lane, specific re-evaluation of these two new Open Areas Headlight and Ghost (aren’t they a contradiction to expressed goal of decreasing cross country riding and educating riders towards designated trails vs open areas?), ensured permanent closure with signage/fencing of “Once is Enough”, and addressing the culvert/erosion issue

at the base of "Off the Trailer" east of the Staging Area. And consideration of making all the Open Areas designated trail areas???